



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA

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

Tuesday, May 19, 2020 5:30 p.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
Large Courtroom, 2nd Floor

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. ANNOUNCEMENT OF 2020-2021 RENEWAL SCHOLARSHIP RECIPIENT**
Taylor Delaney
- V. APPROVAL OF CONSENT AGENDA**
- VI. PUBLIC COMMENTS**
Your input is valuable. Please visit www.natrona.net/publiccomment and complete the interactive form with your name, address, phone number and a brief description of the subject matter. Upon submission, the information you provided will be delivered to our office. When the public comment period opens, you will be contacted by phone and placed on speaker to share your thoughts with the Commission. To avoid feedback, please mute your computer speakers. So that we can hear you clearly, please silence any other distractions. Tune into the Natrona County YouTube Channel and watch the meeting live. Please contact the County Commissioners' Office at (307) 235-9202 with any questions or if you do not have internet. Deadline for submission is 5:00 p.m. Monday, April 20th.
- VII. COMMISSIONER COMMENTS**
- VIII. ADJOURNMENT**

Agendas are subject to amendments



Natrona County Commissioners

200 North Center, Room 115
Casper, WY 82601
Phone (307) 235-9202
Fax (307) 235-9486

Paul Bertoglio
Forrest Chadwick
Robert Hendry
Brook Kaufman
Jim Milne

May 19, 2019

Taylor Delaney
1200 Beaumont Drive
Casper, WY 82601

RE: COUNTY COMMISSIONERS' RENEWAL SCHOLARSHIPS FOR 2020-2021

Dear Ms. Delaney,

The Natrona County Commissioners are pleased to inform you that you were chosen as this year's recipient of the County Commissioners Renewal Scholarship.

Please be advised a detailed and actual award letter will be coming from UW. You are also eligible to apply for a renewal of the scholarship next year.

Should you have any questions, please contact:

Scholarship Coordinator
University of Wyoming
Student Financial Aid
P.O. Box 3335
Laramie, WY 82071-3335
(307) 766-3650

The Commissioners wish you the best in your academic career.

Sincerely,

Robert L. Hendry, Chairman
Board of Natrona County Commissioners

RLH/mm



**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS**

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

CONSENT AGENDA

Tuesday, May 19, 2020 5:30 p.m.

Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
Large Courtroom, 2nd Floor

- I. APPROVAL OF MAY 5, 2020 MEETING MINUTES
APPROVAL OF MAY 8, 2020 SPECIAL MEETING MINUTES**
- II. APPROVAL OF BILLS \$3,722,299.91**
- III. CONTRACTS, AGREEMENTS, RESOLUTIONS:**
 - A. Contract between NC and AECOM Technical Services, Inc. (third party quality control/quality assurance of the 2020 NC Aerial Mapping Update)
 - B. Amendment to NC Contract for Services with Smith Fire & Life Safety Consultants, LLC
 - C. Grant Agreement (Federal Funds Involved) between WY Game & Fish (WGF) and Fish Commission and NC Sheriff's Office (SO) – Grant Agreement No.: 003046; Project Title: Alcova Reservoir Patrol Boat House; Award Amount: \$50,000; Grant Period: 4-23-2020 through 4-1-2021; PPCAS Code: ZZAW0AC10900; Unit: 7N61; FAIN: 3320FAS200156; Federal Award Date: 10-1-2019 through 9-30-2020; CFDA Number & Title: 97.012 Boating safety Financial Assistance; Federal Agency: United States Coast Guard
 - D. CNFR Hosting & Sponsorship Agreement
 - E. CNAI FAA CARES Act Grant Amendment 1
 - F. Cooperative Agreement for Responsibilities between the WY Department of Family Services (DFS), Child Support Programming (CSE) and NC Clerk of District Court (CDC)
 - G. Resolution 20-20 Amending Restrictions on Certain County Buildings and Encouraging the Public to Conduct Business via Mail, Email, and Telephone
- IV. STATEMENT OF EARNINGS: R&B \$125.00; County Clerk \$76,381.75; Lake \$249,192.00; Parks \$1598.05;**
- V. LICENSES**
 - A. Buchholz Land & Cattle LLC- Chris & Marcie Buchholz-CR#121/Bishop-Approach-lic. #29-20-09
 - B. Philip & Lovi Johnson-cr #201/Poison Spider Road-2" Domestic Water Line-lic. #29-20-10
 - C. Donaldo Hermosillo-CR#201/Poison Spider Road-Water Line-lic. #29-20-11
- VI. TAXROLL CORRECTION 2019: PHILLIPS, JOHNNIE W CFD: PHILLIPS, JAKE L \$-4,554.06; MOONEY, SHANE \$-218.47; HICKS, BENJAMIN J \$-203.74; NELSON, CHARLES W \$-2,407.85; COX, MICHAEL J \$-6,847.18; NAOMI B BURGESS Y=TRUST \$-31,012.63; HEACOCK, BOB \$-849.7; ROBERTS, BENNY J \$-1,116.93; HUMISTON, HELEN A \$-218.67**

Agendas are subject to amendments

BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
May 5, 2020

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman Rob Hendry. Those in attendance were Commissioner Chairman Paul Bertoglio, Commissioner Jim Milne, Commissioner Brook Kaufman, Commissioner Forrest Chadwick, County Attorney Eric Nelson, County Clerk Tracy Good and Commissioners' Assistant Michelle Maines.

Consent Agenda:

Chairman Hendry announced prior to the meeting item F. CNFR Hosting sponsorship Agreement (2023-2027) has been pulled from the agenda.

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

Contracts, Agreements, Resolutions:

A. Recommendation/Notice of Award- Alcova Full Hook UP RV Campground-Phase II: Haass Construction Co.

Commissioner Bertoglio moved for approval of the agreement subject to the County Attorney's legal review. Commissioner Milne seconded the motion. Motion carried.

Public Hearings

A. CUP20-1 Conditional Use Permit (CUP) to allow land reclamation and drainage improvements. The CUP is for lot 2 of Douglass Subdivision, the address being 3799 Douglass Rd.

Commissioner Milne moved to table CUP20-1 until 8-4-2020. Commissioner Chadwick seconded the motion. Motion carried.

Public Comments:

Chairman Hendry opened the floor to Public Comments.

Hearing comments the floor was closed.

Commissioner Comments:

Chairman Hendry 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 Hendry adjourned the meeting at 5:48p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

Robert L. Hendry, Chairman

ATTEST:

NATRONA COUNTY CLERK

Tracy Good

**BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
May 8, 2020**

The special meeting of the Board of County Commissioners was brought to order at 3:00 p.m. by Chairman Hendry. Those in attendance were Commissioner Paul Bertoglio, Commissioner Jim Milne, Commissioner Forrest Chadwick, Commissioner Brook Kaufman, Eric Nelson, County Clerk Tracy Good and Commissioners' Assistant Michelle Maines.

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

Commissioner Chadwick moved for approval of Resolution 19-20. Commissioner Milne seconded the motion. Motion carried.

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

Commissioner Kaufman moved for approval of the Contract. Commissioner Bertoglio seconded the motion. Motion carried.

Executive Session:

3:09 p.m. to 4:37 p.m. Commissioner Chadwick moved to go into Executive Session for the purpose of a legal update. Commissioner Kaufman seconded the motion. Motion carried. Commissioner Chadwick moved to come out of Executive Session. Commissioner Milne seconded the motion. Motion carried.

Adjournment:

There being no further business to come before the Board of Commissioners, Chairman Hendry adjourned the meeting at 4:39 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

Robert L. Hendry, Chairman

ATTEST:

NATRONA COUNTY CLERK

Tracy Good

Newspaper listing for Bills 4/29/2020 through 5/12/2020

162 vendors listed

Total: \$ 3,722,299.91

12-24 CLUB INC \$2815.33	JOHNSON CONTROLS. \$36406.67
ABRASIVE MANAGEMENT \$6000.00	KAUFMAN, JAHNA K \$300.00
ACTION GLASS \$6593.65	KIESTER, JILL \$14.16
ADAMSON POLICE PROD \$56728.00	LIFETIME HEALTH & FITNESS \$909.26
AFLAC PREMIUM HOLDING \$3197.26	LINCARE INC \$88.95
AGRICULTURE DEPARTMENT \$13672.19	LUM STUDIO \$2587.00
ALSCO \$357.51	MCMURRY READY MIX \$11976.85
AMAZON CAPITAL SVCS \$790.16	MERCER FAMILY RESOURCE CENTER \$15069.71
AMBI MAIL & MARKETING \$5653.77	MTN STATES LITHOGRAPHING \$100.11
ASSESSOR \$50896.71	NAPA AUTO PARTS \$385.85
ATLAS OFFICE PROD \$491.02	NC EMPLOYEE \$340961.19
AXIS FORENSIC TOXICOLOGY \$2316.00	NC IMPREST ACCOUNT S/O \$3067.86
BAR D SIGN CO \$127.45	NC TREASURER \$336155.65
BARGREEN ELLINGSON DBA KNAPP SUPPLY & EQUIPT \$82.80	ORCHARD TRUST \$9844.94
BENNETT, THOMAS L MD \$3600.00	ORION HEALTHCARE \$3628.00
BIG O TIRES \$79.99	OUTPATIENT RADIOLOGY \$163.38
BLACK HILLS ENERGY \$1130.33	OVERHEAD DOOR CO \$283.92
BLOEDORN LUMBER \$168.53	PLANSOURCE NGE \$2136.44
BNSF RAILWAY CO \$97.87	PROTECTED TRUST \$1728.00
BRYAN CAVE LEIGHTON PAISNER LLP \$41214.59	RAMKOTA HOTEL/CASPER \$881.25
BURBACK'S REFRIGERATION & APPLIANCE REPAIR \$761.30	RECONNECT \$425.96
BUSH-WELLS SPORTING GOODS \$15.00	REDWOOD TOXICOLOGY LABORATORY \$38.50
CA STATE DISBURSEMENT \$378.00	RICOH USA INC \$896.52
CAPITAL BUSINESS SYS \$2618.83	RMP \$4135.09
CAPITAL BUSINESS SYS INC \$332.11	ROAD & BRIDGE - LAKE \$13683.03
CARPET ONE COMMERCIAL FLOORING \$4360.35	ROAD & BRIDGE/ADMINISTRATION \$67498.25
CASPER FIRE EXTINGUISHER \$9.75	ROAD & BRIDGE/PARKS DEPT \$9185.99
CENTRAL FAIR AND RODEO \$70190.91	ROAD & BRIDGE/VEHICLE SVC \$16236.25
CENTRAL WY OUTPATIENT \$4124.00	ROSE JONES \$180.97
CENTURYLINK \$9200.23	RT COMMUNICATIONS INC \$39.83
CHARM-TEX \$767.50	RUSSELL INDUSTRIES \$6701.91
CHILD SUPPORT ENFORCEMENT \$52983.60	SALT CREEK COMMUNITY \$219.28
CIRCUIT COURT OF THE SEVENTH \$1408.54	SHAMROCK FOODS CO \$17322.43
CITY OF CASPER \$13702.40	SHERIFF/ADMINISTRATION \$305640.50
CLERK OF COURT/ADMINISTRATION \$43764.63	SHERIFF/COURTHOUSE SECURITY \$61524.84
CLERK OF DISTRICT COURT \$7559.94	SHERIFF/EMERGENCY MANAGEMENT \$10610.00
CLERK/ADMINISTRATION \$62138.03	SHERIFF/NEW JAIL \$447760.75
CMBC \$15500.00	SHOWTIME INDUSTRIES \$2148.00
COASTAL CHEMICAL CO \$151.98	SINCLAIR FLEET TRACK \$429.73
COCA-COLA BOTTLING CO \$15.50	SOUTHLAND MEDICAL \$171.87
COLONIAL LIFE & ACCIDENT INS \$73.47	SPECTRUM \$1079.73
COMMISSION/ADMINISTRATION \$10416.65	STANLEY ACCESS TECH \$1021.03
COMMISSION/COUNTY ATTORNEY \$24218.23	STAPLES \$20.80
COMMISSION/COUNTY DEVELOPMENT \$36166.87	STERLING TALENT \$187.28
COMMISSIONER/ HR \$7083.34	STEWART & STEVENSON \$5329.78
COMMISSIONERS/MAINT. SALARIES \$27396.72	STOTZ EQUIPT \$189.54
COMMUNICATION TECHNOLOGIES INC \$28139.79	SUMMIT ELECTRIC \$1808.02
CONVERGEONE INC \$5632.73	SUPERIOR SIGNS & SUPPLY \$25.00
CORNERSTONE PROGRAMS \$51.45	SUTHERLANDS \$1137.53
CORNERSTONE PROGRAMS CORP \$146861.00	THOMSON REUTERS \$504.00
CORONER \$17934.78	TITAN MACHINERY \$1856.98
COTTON, TIMOTHY C PC \$6351.75	TLC CLEANING \$23700.00
COURTNEY, TAYLOR \$217.41	TREASURER \$49807.86
COWBOY CHEMICAL \$211.00	UNITED WAY OF NC \$80.00
CST \$2100.44	UNIVERSITY OF WY/COLL OF AG BUS. \$9306.00
DEWITT WATER SYS \$57.55	US FOODS \$2253.92
DISTAD, ERIC A \$5250.00	VERIZON \$2292.80
DOT FHWA \$2662.60	VITAL RECORDS CONTROL (VRC) \$842.40
DRIVEN POWER SPORTS INC \$357.37	VITAL RECORDS HOLDINGS \$265.20
DRUG COURT \$21153.33	WASHINGTON NATIONAL INS \$2133.30
DRUG TESTING SVCS NC \$232.00	WCTA/WY COUNTY TREASURER'S ASSOC. \$200.00
EAGLE UNIFORM & SUPPLY CO \$533.16	WELLS FARGO BANK NA CTS \$702904.42
EMERGENCY MEDICAL PHYSICIANS \$1894.00	WELLS FARGO CORPORATE TRUST \$2500.00
ENTENMANN-ROVIN CO \$241.75	WESTERN WY LOCK & SAFE \$91.88
FEDERAL EXPRESS \$26.55	WHIPPS, JAMES \$39.59
FORT COLLINS WHOLESALE NURSERY \$748.50	WINNELSON \$337.38

GALLS \$2422.18
GEOTEC INDUSTRIAL SUPPLY \$2035.00
GOLDSTAR PROD INC \$2396.05
GRAINGER \$1592.82
GREENUP, JENNIFER L \$5000.00
GREINER FORD OF CASPER \$480.65
HEALTHSMART BENEFIT SOL \$992.00
HIGH PLAINS POWER INC \$698.36
HOMAX OIL SALES INC \$1575.98
HOOD'S EQUIPT \$144.99
ICMA RETIREMENT TRUST - 457 \$155.00
INDUSTRIAL DISTRIBUTORS \$85.80
INFORMATION TECHNOLOGY \$39848.31
INLAND TRUCK PARTS & SVC \$47.18
JH MECHANICAL \$138.60

WIRRENGA, KARLENE \$67.50
WLC ENGINEERING \$1614.50
WSFP WESTERN STATES FIRE PROT. DBA \$4005.00
WY ANESTHESIA \$880.00
WY CHILD SUPPORT STATE DISBURSEMENT UNIT \$685.00
WY COUNTY COMMISSIONERS ASSOC \$400.00
WY DEPT OF HEALTH/CHEMICAL TESTING PROGRAM \$5580.00
WY DEPT. OF WORKFORCE SVC \$17307.84
WY MACHINERY CO \$17311.20
WY MEDICAL CENTER INC \$23.10
WY ORAL & MAXIOFACIAL SURGERY \$1175.00
WY OTOLARYNGOLOGY PC \$1403.00
WY RETIREMENT SYS \$238154.58
WY STEEL RECYCLING IRON & \$118.74
YOUTH CRISIS CENTER INC \$2500.00

NATRONA COUNTY CONTRACT FOR PROFESSIONAL SERVICES

1. **PARTIES.** The parties to this contract are NATRONA COUNTY ("County") and AECOM Technical Services, Inc. ("Contractor"). The parties' respective contact information is:

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

AECOM Technical Services, Inc.
12420 Milestone Center Drive, Suite 150
Germantown, MD 20876

2. **PURPOSE.** The purpose of this Contract is obtain third party quality control/quality assurance of the 2020 Natrona County Aerial Mapping Update. In exchange for the provisions herein, the parties enter this Contract.

3. **CONTRACTOR'S OBLIGATIONS.**

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

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, in accordance with the Standard of Care, identify, reasonably interpret and respond to 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, and employees from losses, costs and damages to the extent caused by the negligent acts, errors or omissions of Contractor in the performance of this Contract.
- 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) except professional liability and workers compensation insurance, include County as additional insured; (2) except professional liability insurance, 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 of any policy to County in addition to Contractor.
 - a) **General.** Contractor will maintain and provide proof of comprehensive general liability insurance in an amount of \$2,000,000 per occurrence and in the aggregate 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 as broad as *ISO Form CG 00 01* covering CGL on an "occurrence" basis, including property damage, bodily injury, personal & advertising injury, and liquor liability coverage.
 - c) **Professional.** Contractor will maintain insurance appropriate for Contractor's profession in an amount of \$500,000 per claim and in the aggregate from a company acceptable to County.

- d) Auto. Contractor will maintain vehicle insurance in an amount of \$500,000 per occurrence from a company acceptable to County.
 - e) Primary. Contractor's CGL and Auto insurance will be the primary insurance for all incidents related to this Contract. Except with regard to professional liability insurance, Contractor's insurance provider(s) will not subrogate against County.
 - f) 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.

COUNTY'S OBLIGATIONS. In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with this Contract, not to exceed a fee of Twenty-Two Thousand, Five Hundred and Seventy-Five dollars (\$22,575.00). Contractor's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project.

Invoices shall be accepted on a monthly basis for services provided in the prior month. Contractor invoices will be paid within thirty (30) days of County's receipt of approved invoice.

4. **EFFECTIVE DATE AND TERM OF CONTRACT**. This Contract becomes effective upon the date of the last required signature.
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. **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 and Attachment A 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, pandemics, health emergencies, virus emp (e.g. SARS Cov-2), 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. Any modification, reuse or use of incomplete portions of the Contractor's work product shall be without liability to the Contractor or its subconsultants.
- 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

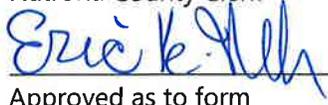
negotiations regarding the term(s) affected by the severance, the other party will negotiate in good faith.

- R. **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.
- S. **TERMINATION.**
- i. **Immediate.** County may terminate this Contract immediately if Contractor fails to maintain insurance or 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 90 days notice to the other party.
 - iv. **Survival.** Indemnity, liability coverage, warranties, and other pertinent Contract provisions survive termination of this Contract.
- T. **THIRD PARTY BENEFICIARY.** The parties do not intend this Contract to create any third party beneficiary.
- U. **TIME.** Contractor recognizes the importance of meeting the schedule that is applicable to its Services and shall perform the Services as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project.
- V. **WAIVERS.** 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. Neither party to this Contract shall be liable to the other party or any third party claiming through the other respective party, for any special, punitive, liquidated, incidental, delay, indirect or consequential damages of any kind including but not limited to lost profits or loss of use, loss of access, that may result from this Contract, or out of any goods or services furnished hereunder.
- W. **Standard of Care.** Contractor will use that degree of care and skill ordinarily exercised by members of same profession performing the same or similar services under similar conditions in similar localities. No other warranties, express or implied, are made or intended. The performance by Contractor of its services hereunder shall not constitute an assumption by Contractor of the obligations of the County or its other contractors. Comments by the Contractor to the County will be based on the Contractor's exercise of professional judgment, knowledge, information, and belief from selective observation and sampling that the deliverables provided by Fugro.
- X. **Reliance.** Contractor shall be entitled to rely upon the accuracy of data and information provided by County or others without independent review or evaluation.
- Y. **Limitations.** To the fullest extent permitted by law, the total aggregate liability of Contractor to County for all claims, losses, costs or damages whatsoever arising out of the performance or non-intentional breach of this Agreement shall not exceed the one-hundred percent (100%) of the compensation paid to Contractor under this Contract.

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

NATRONA COUNTY	AECOM TECHNICAL SERVICES, INC
_____	_____
Robert Hendry, Chair Natrona County Board of Commissioners	Date
Date	

ATTEST:

Tracy Good
Natrona County Clerk


Approved as to form
County Legal Department

ABBREVIATED SCOPE OF WORK
– QC/QA OF GIS DELIVERABLES
FROM THE 2020 NATRONA
COUNTY AERIAL MAPPING
UPDATE

SOLICITATION NUMBER MPO 20-01

Natrona County, Wyoming

April 15, 2020

ABBREVIATED SCOPE OF WORK – QC/QA OF GIS
DELIVERABLES FROM THE 2020 NATRONA
COUNTY AERIAL MAPPING UPDATE

Prepared for:

Natrona County, Wyoming

Prepared by:

AECOM
12420 Milestone Center Drive
Suite 150
Germantown, MD 20876

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aecom.com

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Table of Contents

Statement of Project Requirements	4
Scope of Work – Quality Assurance	6
Draft Project Work Schedule.....	15
SOW Assumptions.....	16
Personnel and Prior Experience	17
Check Point Survey.....	18
QA Checklist Examples.....	20

Statement of Project Requirements

AECOM understands that Natrona County has selected Fugro USA, Inc. (Fugro) to acquire aerial imagery for the 2020 aerial mapping update. This data will be processed into high resolution and accuracy RGB/CIR band digital orthoimagery. This imagery is to be utilized by multiple Natrona County stakeholders to support a myriad of Natrona County activities, programs, and services.

Four band imagery having a 3" resolution will be collected over the Casper area of interest (AOI), encompassing 208 square miles. Four band imagery having a 6" resolution will be collected over a portion of Natrona County (Natrona AOI), encompassing 1,562 square miles.

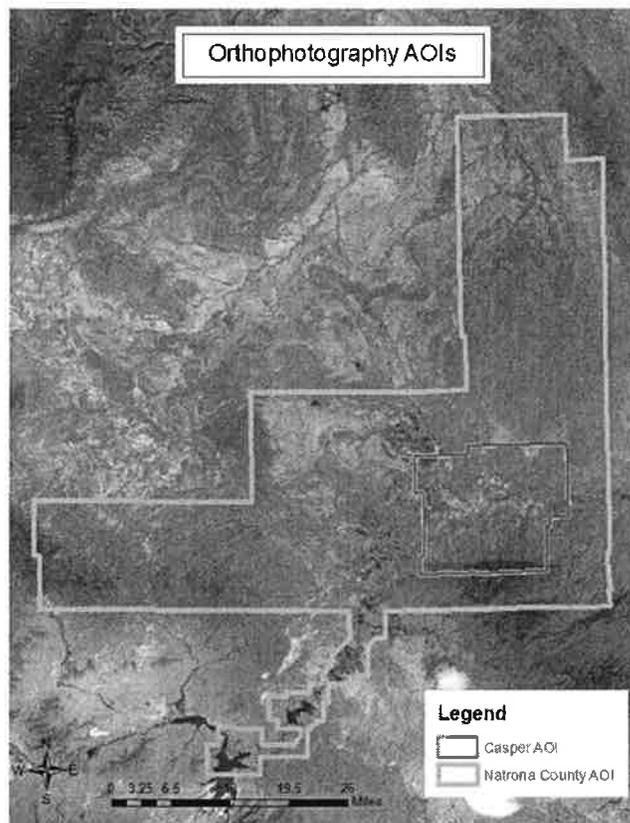


Figure 1: Casper and Natrona Orthophotography AOIs

AECOM understands that Natrona County is soliciting for geospatial QA services to ensure all imagery and related mapping products are delivered to stakeholders in adherence to the scope of work.

More specifically, Natrona County requests that various Fugro deliverable datasets be carefully reviewed for compliance to Natrona County's specifications and requirements. These requirements include meeting the appropriate "Highest accuracy works" in relation to pixel size, and RMSE_x and RMSE_y horizontal accuracies outlined in *ASPRS Positional Accuracy Standards for Digital Geospatial Data (Edition 1, Version 1.0- November 2014)*, as well as appropriate National Standard for Spatial Data Accuracy (NSSDA) specifications. To that end Natrona County is seeking to select a qualified geospatial contractor

familiar with Natrona County's goals and requirements to provide QA reviews and testing of the high resolution aerial orthoimagery, and precursive and derivative products referenced in *Third Party Quality Control/Quality Assurance of Geographic Information System Deliverables from the 2020 Aerial Mapping Update* RFP. Precursive and derivative products include Aerotriangulation (AT) reports, Ground Control reports, metadata, and compressed orthomosaic datasets.

All Natrona County AOI project deliverables are to be final by 11/30/20.

Throughout the project AECOM will provide "Ad Hoc" support as needed.

Defined Image Acquisition Parameters

Per the RFP the following parameters will be used regarding image acquisition.

- Leaf off and absent of snow image data acquisition will occur between April 15 – May 30, 2020 using industry standard large format photogrammetric mapping grade digital aerial cameras capable of capturing 4 band imagery (red, green, blue, and near infrared).
- Image sensors will utilize Forward Motion Compensation and Airborne Global Positioning System/Inertial Navigation Unit (GNSS/INS) systems installed on a Gyro-Stabilized Mount.
- Flying height will be performed at an elevation that supports the required final pixel resolution and accuracy of the data requirements.
- The sun angle exceeds 30 degrees
- Tilt is less than 4 degrees
- Relative tilt between image strips of less than 6 degrees
- Any 10 mile long flight line will have less than 2 degrees of tilt on average
- Entire project AOI will have less than 1 degree of tilt on average
- Sidelap minimum will be 15%, maximum will be 45% with an average of 20 – 30% over the entire flight line
- Ground is not obscured by atmospheric conditions or temporal ground conditions such as snow, flooding, or similar
- Cloud cover will not exceed 5% of the coverage of any tile, or 5% of the entire AOI

AECOM understands no fewer than two pilot areas will be identified within the Natrona AOI. Pilot area will be reviewed to assess production process intended to be performed on the datasets prior to proceeding into full production. Upon successful pilot submittals full production approvals will be granted to Fugro.

Scope of Work – Quality Assurance

Image Radiometry Review

Fugro will submit sample imagery as determined by the Fugro and Natrona County that best represents varying cover types of interest to Natrona County for review. AECOM feedback regarding the clarity/detail and radiometry (color balance, contrast, and saturation) will be returned to Natrona County and Fugro. Ultimately a radiometric signature for each of the cover types will be determined and will be applied to radiometric balancing processes during image mosaicking. The expectation being the cover types in the output image mosaic data mimic the approved radiometric signatures initially approved.

Ground Control and Block Aerotriangulation (AT)

Reliance and utilization of Global Navigation Satellite System/Inertial Navigation System (GNSS/INS) data alone is not an acceptable aerotriangulation (AT) solution. Aided by existing ground control provided by Natrona County, additional ground control points collected by Fugro, and the onboard GNSS/INS systems Fugro will perform AT on the imagery. If additional ground control is acquired Fugro must submit a survey report to Natrona County. For each AT block an AT report must be signed by Fugro ASPRS Certified Photogrammetrist and submitted for review by Natrona County and AECOM.

Based on prior direct experience AECOM assumes there will be one AT block over the Natrona AOI. Using ASPRS guidance, and utilizing independent check points surveyed by AECOM partner, CompassData, AECOM will assess the accuracy of the AT and orthoimagery against project requirements. To perform this, AECOM proposes to set 60 independent check points in the Natrona County AO. These check points will be used to assess horizontal and vertical accuracy of the AT solution and horizontal accuracy of the orthoimagery. A detailed description of the check point survey process is provided in the Check Point Survey section below.

Regarding assessing the AT accuracy, AECOM proposes to submit approximated check point coordinate values to Fugro. Fugro will then return the AT derived coordinate values at each of the check point locations. An assessment of accuracy will be prepared and included in the AT QA report. Additional details regarding the AT checks will be discussed ahead. Similarly, once available, AECOM will test the orthoimagery tiles that intersect the check point locations to assess horizontal accuracy. AECOM will not divulge the coordinate information of the check points to Fugro, thus ensuring the integrity of using the check points in subsequent acquisition programs. The accuracy of each project component tested must meet, or exceed, the thresholds presented below.

Image Resolution	Ground Control RMSE _y (25% of GSD RMSE)	AT RMSE _y (50% of GSD RMSE)	Ortho RMSE _y	Ortho Seamline Pixel Alignment (2X GSD)
0.50'	0.125'	0.25'	0.50'	1.0'

Table 1: Horizontal Accuracy Acceptance Thresholds

Orthorectification Production

Upon acceptance of the AT blocks Fugro will commence with orthorectification activities aided by elevation data provided by Natrona County, or using image based surface auto-correlation algorithms. If the former, presumably Fugro is responsible for updating the elevation data as necessary to achieve the program accuracy requirements and image quality expectations.

0.50 foot resolution four (RGBA) band (8bits/band) orthoimagery will be provided in full tiles that mimics the 2015 tile index in GeoTIFF+TFW format. An AOI wide single MrSID mosaic will also be delivered.

Accompanying each delivery, Fugro will include an internal quality report that includes horizontal accuracy results achieved with each deliverable block.

Other direct derivative products submitted for review not listed above include metadata and seamlines. All products will be delivered in Wyoming State Plane East Central Zone NAD 1983 (2011) US Survey Feet, NAVD88. Details regarding the quality assurance review methodology and the proposed solutions AECOM has available to offer are detailed below.

Proposed QA Methodology

The AECOM digital orthophotography QA/QC workflow was developed by AECOM's ASPRS Certified Photogrammetrists and ASPRS Mapping Scientists. This QA/QC workflow is assessed and enhanced quarterly to accommodate ever-changing base specifications, collection, and production technology gains. The workflow utilizes a suite of off-the-shelf and proprietary software, supported by the latest hardware technology. Its adaptability within a proven framework allows for efficient tailoring and assessment to specific scope of work requirements.

The AECOM Team's approach to performing QA/QC is tailored and driven by Natrona County's specific project requirements. The AECOM Team's QA/QC workflow is based upon the concept of Macro and Micro level data reviews that will be applied to Natrona County's orthoimagery, including derivative datasets to assess conformance with Natrona County's specifications.

The QA/QC process is based on a structured, sequentially gated process supported by Macro and Micro QA/QC Task Tracking Checklists, examples of which are available in the Tracking Checklists section below.



Figure 2: AECOM Geospatial Quality Assurance Workflow

The QA/QC review process contains two rounds. The Initial Review round analyzes each delivery block in detail per the Macro and Micro checks summarized below. AECOM will review each delivery block and report findings to Natrona County and Fugro. Fugro will address edit calls (suspected specification deviation locations) and observations (comments made that are worth noting but may not be a specification deviation) made. If required, a revised delivery dataset should be sent to AECOM where an additional Macro review is performed as well as a review of each of the edit calls and observation remarks. The expectation is no issues will be detected as part of the Validation Review (Macro level) and each call has been successfully addressed (Micro review). The benefits of this review structure are meaningful and are outlined below.

Macro Reviews

Macro reviews detect systematic issues immediately, permitting rapid feedback to Natrona County and Fugro shortly after receipt of the data, alleviating similar issues to be incorporated into current data production and future deliveries by Fugro. Detecting systematic issues at the beginning of the process speeds up Fugro correction times and mitigates pre-mature Micro review efforts resulting in schedule and budget erosion.

Macro reviews are primarily automated or semi-automated scripts and activities, designed to be accomplished on very large datasets in a fraction of the time of Micro reviews. Macro reviews are designed to evaluate data on a high level, searching for systematic scope deviations for all project tiles.

Based on experience, AECOM's QA review policy is that Macro QA edit calls need to be successfully addressed by Fugro prior to entering the Micro QA phase. Macro edit calls often impact a large number of files and the required corrective action necessitates the file be reprocessed in some manner. If any edit call, whether it be Macro or Micro, requires that a file be recreated, then a Macro QA will be re-performed on that corrected tile to ensure no new Macro related errors were introduced during the corrective processes by Fugro.

Micro Reviews

The bulk of the QA/QC work is devoted to the Micro review effort. Micro level reviews are more detailed in nature and conducted at an appropriate scale at the tile level. The bulk of the Micro reviews require manual/visual inspection of the data by experienced QA/QC analysts. As part of the Micro review process, for every file evaluated anomalies and deviations are spatially recorded and reported. If available, AECOM will also review micro level review calls made by Natrona County shareholders and include these calls in each QA report submittal.

AECOM's proposed methodology and solution options are structured based on the QA tasks and data deliverable types outlined in the RFP. AECOM will execute Macro and Micro reviews using experienced and qualified geospatial QA/QC professionals overseen by ASPRS certified professionals.

Results from the Macro and Micro reviews, which include precise locations of anomalies detected, will be stored in a geodatabase (GDB) and provided to Natrona County and Fugro. Call files permit quick and easily navigation to flagged anomalies. The GDB will also be used to develop maps that will be incorporated in status reports.

Below Natrona County will find the QA workflows, methodologies, and procedures AECOM proposes to employ to assist Natrona County in successfully completing the independent quality assurance effort. AECOM's approach is based upon our rich experience, subject matter expertise in employing geospatial QA programs for digital orthoimagery and significant lessons learned. The proposed methods have been successfully and repeatedly applied to numerous large federal, state, and local QA programs.

AECOM believes its considerable prior experience, performing geospatial QA since 2006, coupled with our customized workflows uniquely positions AECOM to provide the optimal solution to Natrona County. As evident in our reference projects, AECOM's QA services, specifically for digital orthoimagery, have been contracted repeatedly by the State of Maryland and the Commonwealth of Virginia.

The below table summarizes the QA effort.

Data Product	Macro Review	Micro Review
Aerotriangulation Report Review	100%	100%
Ground Control Report Review	100%	100%
4 Band GeoTIFF Orthoimagery Anomaly & Completeness Review	100%	100%
4 Band MrSID Orthoimagery Anomaly & Completeness Review	100%	-

Table 2: Proposed Quality Assurance Methodology Overview

Ground Control & Aerotriangulation Report Review Quality Assurance

AECOM will critically review Fugro’s ground control and AT reports against the proposed acceptance criteria listed below. As mentioned previously, AECOM will independently assess the accuracy of Fugro’s AT solution and retain the confidentiality of the QA check point coordinates for similar future Natrona County projects.

Ground Control & Aerotriangulation Data Checks	Review Level	
	Macro	Micro
Aerotriangulation		
Review ground control locations within the block		X
Review ABGPS data (trajectory files)		X
Analyze sidelap		X
Review Fugro Horizontal and Vertical RMSE of control points, tie points and pass points residuals	X	X
Review and calculate checkpoint RMSE of checkpoint coordinates provided by Fugro		X
Precision of Image Observations - Sigma (0) ≤ 5µ is acceptable		X
Review submitted data for completeness, readability and format		X
Check Metadata	X	X
Ground Control		
Review Ground control locations used in AT	X	X
A minimum of 2 base stations will be operating during collection – all data will be submitted for OPUS processing with final results overall RMS <3cm		X
Review NGS locations used as tie or base station		X
Review distance to HARN/NGS points		X
Review horizontal and vertical accuracy		X
Readability of Control Report		X
Review location sketch/image/description		X
Review GPS data for PDOP (Position Dilution of Precision)		X
Review GPS data for VDOP (Vertical Dilution of Precision)		X
Review time of GPS observations		X
Check Metadata	X	X

Table 3: Ground Control & Aerotriangulation Data Checks

The results of these critical reports provide significant insight into the quality and accuracy of the orthoimagery. Of particular importance is the AT report as this is the first look as to how well the data image aligns with the ground control.

Orthophotography Quality Assurance Process

Independent QA of the geospatial data files will begin immediately upon receipt of imagery data. Based on the RFP AECOM understands that there will be at least one, and not more than two, submittals for QA for each AOI.

AECOM’s geospatial QA process is based on a structured, sequentially gated process of Macro and Micro level reviews supported by Macro and Micro Task Tracking Checklists, for examples see the Tracking Checklists section below. AECOM’s Macro and Micro reviews will also assess the orthoimagery positional accuracy and ensure Natrona County’s aesthetic and functional values, as outlined in the SOW, are achieved.

Results from the Macro and Micro review, which include precise locations of anomalies detected will be stored in a Geodatabase (GDB), will be provided to Natrona County and Fugro allowing Fugro to easily navigate to flagged anomalies. The GDB will also be used to develop maps that will be incorporated in status reports. Detail regarding AECOM’s Macro and Micro Checks are provided in subsequent sections.

Macro Quality Assurance Workflow

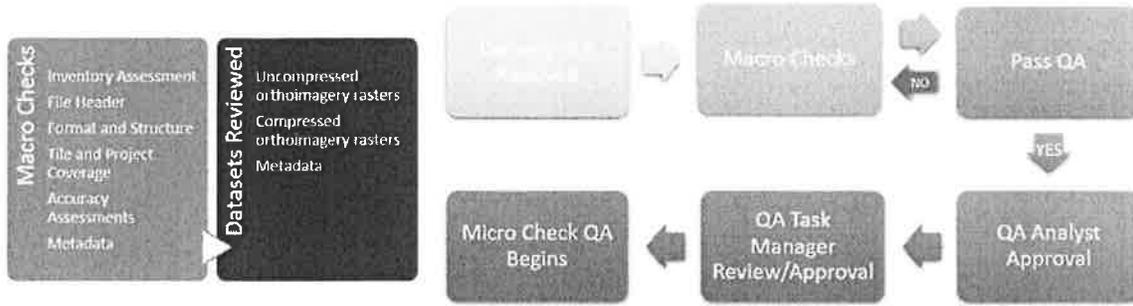


Figure 3. AECOM's Macro Review Quality Assurance Process

Below is a tabular summary of the proposed orthoimagery related checks that will be applied as part of AECOM's Macro and Micro QA review. Following the table is a more detailed description of AECOM's Macro QA processes and steps.

		Macro and Micro QA Review Summary Table	
		Macro	Micro
GeoTIFF Digital Orthophotography on a tile by tile basis			
	Media is readable	X	
	Correct band format (4 Band – R,G,B,IR)	X	
	All required tiles are delivered	X	
	Conformance of tile to index grid - Tiles are georeferenced and appear in the correct location. No tile gaps or tile overlaps exist	X	
	Check GeoTIFF 6.0 header against TFW(GeoTIFF world file)	X	
	Correctly defined projection information using Wyoming State Plane East Central Zone NAD 1983 (2011) US Survey Feet	X	
	Check pixel size using 0.50'	X	
	Pixel definition - GeoTIFF reference will be the upper left corner of the upper left-most pixel. World file reference will be the center of the pixel of the upper left-most pixel	X	
	Georeferencing precision – two significant digits	X	
	Horizontal Accuracy per ASPRS specifications for each scale	X	
Tonal Quality	Review color/contrast against approved pilot imagery	X	X
	Review imagery at 1:24,000 scale to identify significant tonal variations and/or data voids.	X	
	Check large areas for color balancing issues in RGB and CIR tiles	X	
	Check color balancing between different flightlines in RGB and CIR tiles	X	
Image Blemishes and Artifacts	Check for image blemish and artifacts		X
	If 1 pixel wide, 100 pixels in length.		
	If 2 pixels wide, 60 pixels in length.		
	If 3 pixels wide, 20 pixels in length.		
Image Appearance /Smears	If 4-12 pixels wide, 12 pixels in length.		
	Check for smears		X
	Check for wavy features (roads and building roofs)		X
	Review mosaic lines – buildings, roads, and bridges		X
	No seamlines through buildings and above ground transportation structures shall be avoided to the greatest extent practical		X
	"Noise" - blooming, bleeding, or other artifacts introduced in the acquisition		X
	Blurred or out of focus imagery		X
	Ability of see ground features in shadows and bright areas		X
	Cloud cover will not exceed 5% of the coverage of any tile, or 5% of the entire AOI	X	X
	Minimal glare or noise within waterbodies		X
Tall buildings do not obscure 20% of roadway		X	
Edge matching within (seamlines) or across tiles		X	
Check Metadata	X	X	

Table 4: Macro and Micro QA Review Summary Table

Uncompressed (GeoTIFF) Orthoimagery Macro Review Checks

The following Macro checks will be conducted on 100-percent of the data files:

Inventory Assessment

This first step in the macro QA process has three main components:

Completeness Review. The QA analyst will manually review the content of the delivered drive against the project tile layout for the expected orthophotography delivery. The number of expected tiles along with the expected format of the tiles (i.e., GeoTIFF, MrSID, etc.) will be checked against the relevant expected layout for the delivered block.

Inventory Review. The QA analyst will review file sizes to determine if any should be flagged as possibly being corrupt. For instance, all tiles are required to be full tiles, and should therefore be the same file size. A tile with a different file size would be flagged as likely being corrupt. Any flagged files will be further investigated to determine the source of the issue.

Readability of Media Verification. The QA analyst will then open random data files on the data drive using ArcGIS to ensure that the files are readable and that no corrupt files are present on the drive.

Image Header Check

The Image Header Check is an automated scripting process, which extracts and examines the image header information from the GeoTIFF and MrSID files.

Format and Structure Checks

Format and structure checks verify that the files have been delivered in the correct format, units, and band combinations. It is expected that the following formats will be received for this project:

- GeoTIFF with TFW world file (uncompressed)
- MrSID (MG3 / MG4 TBD) with world file at TBD compression ratio

Tile and Project Coverage

The QA analyst creates a mosaic dataset in ESRI ArcGIS and visually ensures that the imagery covers the expected project tile index. Additionally, gaps between and overlapping tiles are detected if present.

Horizontal Accuracy Assessment

Utilizing the QA check points collected by CompassData, the QA analyst will perform an assessment of the horizontal accuracy for each deliverable area. The tested accuracy results will be compared and reported against the required horizontal accuracies per the table below.

Image Resolution	Ortho RMSE _r	Ortho Seamline Pixel Alignment (2X GSD)
0.50'	0.50'	1.0'

Table 5: Orthoimagery Horizontal Accuracy Acceptance Thresholds

AECOM utilizes GeoCue's LP360 Control Point assessment tool to assess horizontal accuracy of orthophotography deliverables. Using this tool, the alignment between the imagery and each QA control point can be easily assessed, documented, and a detailed accuracy assessment report be prepared. The ASPRS based horizontal accuracy report will contain all the measurements and calculation results for each area. The report results will be reviewed and approved by an AECOM ASPRS Certified Photogrammetrist prior to submittal to Natrona County Project Manager.

Third Party Quality Control/Quality Assurance of
Geographic Information System Deliverables
from the 2020 Aerial Mapping Update

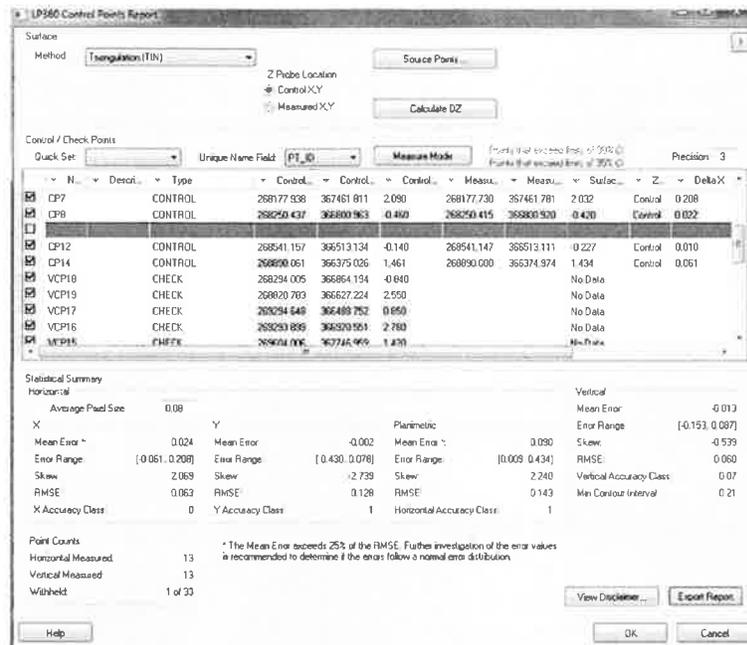


Figure 4: Sample Horizontal Accuracy Check Results

Metadata Review

The AECOM metadata review process will incorporate reviews for all relevant project metadata. XML metadata files will be evaluated using the U.S. Geological Survey (USGS) metadata validation service (<http://mrddata.usgs.gov/validation>) to check for proper FGDC structure and elements. Metadata files will initially be checked to confirm a 1 to 1 correspondence with corresponding data files, proper naming convention, and readable by ArcGIS. AECOM will review the metadata text for adequate and appropriate textual content. Content commentary will be included in the delivery area report.

Anticipated metadata will be provided on the project level for each product, listed below:

- * Acquisition related data
- * Aerotriangulation
- * Ground Control
- * Orthoimagery
- * Seamline shapefiles

Uncompressed (GeoTIFF) Micro Review Checks

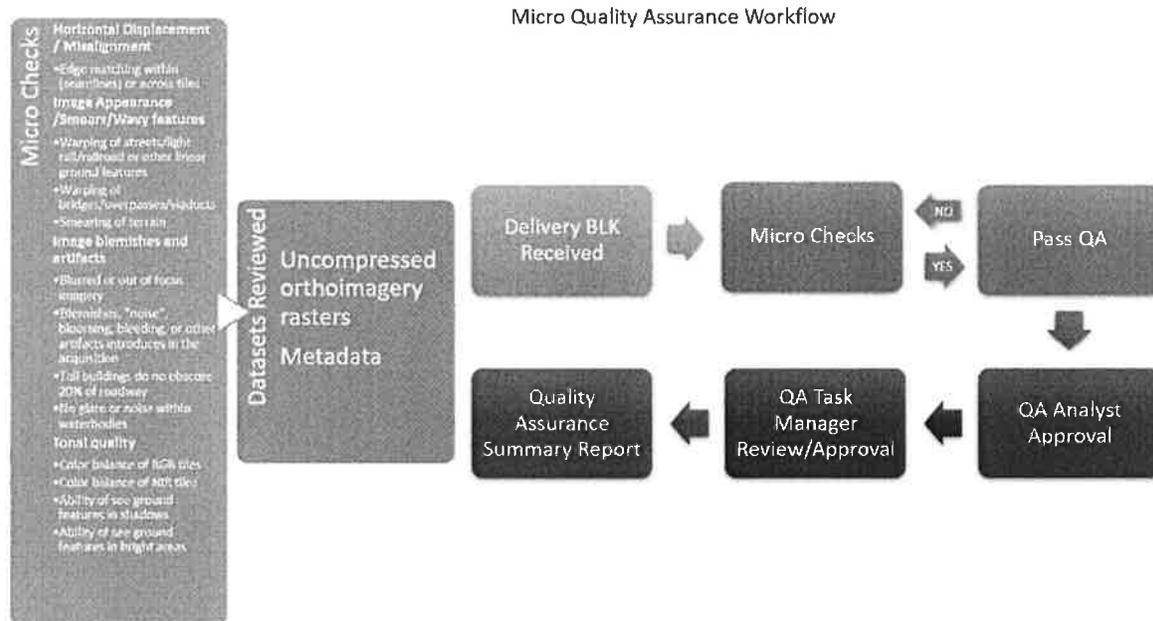


Figure 5. AECOM's Micro Review Quality Assurance Process

Micro reviews represent the bulk of the effort associated with an orthophotography QA review project. Micro reviews involve the manual, methodical, and visual review of the orthoimagery performed by an experienced AECOM QA Analyst using ArcGIS. QA analysts are searching for specific non-desirable aesthetic conditions, as well as other anomalies that may interfere, obscure, or falsify subsequent geospatial exploitation and analysis by Natrona County or its partners. Micro review processes record anomalies as outlined in Natrona County's acceptance criteria. During the Micro review, the QA Analyst will review the imagery at the appropriate scale to assess for, and spatially record, deviations as necessary.

The Micro checks are performed on *all* orthophotography tiles.

Horizontal Displacement / Misalignment

Horizontal displacement along an apparent seam line or along a tile boundary must be equal to or less than 2 pixels on well-defined ground features, such as roads, sidewalks, and curbs.

Tonal Quality

Check entire block to ensure tonal balancing across and between delivery blocks as well as between deliverables with differing resolutions and aligns with the approved pilot samples.

Image blemishes and artifacts

Artifacts exceeding the proposed limits above may be acceptable if ground feature detail is not obscured, or if the brightness value of the pixels in the artifact is fewer than 170. Artifacts within these limits may be rejected if critical ground features are significantly impacted. Critical features shall be defined as features having Natrona County significance (e.g., Courthouses, Hospitals, etc.). Clusters of artifacts that do not individually meet these criteria may be considered unacceptable if more than 12 are visible within a viewing screen at 1:1 zoom (5 or more artifacts within a 200 pixel area preferred).

Image Appearance/Smears

Smears corrected by adding mass points or breaklines to the DEM as necessary to reflect actual elevation or by image processing are appropriate. Where DEM corrections or image processing will result in reduced horizontal accuracy or misrepresentation of the location or appearance of important features (buildings, roads, etc.), the smear will remain untreated. 99% of distinct linear ground features (such as road markings, and curbs) shall be positionally correct and should not deviate from their apparent path by more than 5 pixels measured perpendicular to the feature within any 100-pixel distance measured along the feature length. On roads, measurements should be taken from centerline of road instead of road edges, shoulder and railings.

Mosaic line placement shall not result in artificial clipping of features along tile boundaries or missing photo areas anywhere within the project area.

Like buildings, other minor elevation structures such as pipelines, private footbridges, and boardwalks are not rectified as elevated roadways are. Distortion of these features is not grounds for rejection of the imagery.

Seam lines should not be visible at the viewing scale for which the imagery is produced. Typically, they should not be visible at 1.5 times the map scale. Because seam lines are run around buildings and other structures, the orientation of shadows associated with trees, poles, and buildings may fall in different directions on the imagery or may in some cases result in multiple shadows for a feature. Seam lines will not be edited to reflect shadow orientation.

AECOM will perform a detailed review of the RGB imagery initially. Subsequently a review of the CIR imagery will ensue.

AECOM will also review and apply Natrona County acceptance criteria to adjacent datasets as they are delivered to ensure there are minimal radiometric or geometric anomalies across delivery blocks.

Natrona County Assistance Expectations

AECOM's expectation with respect to Natrona County's participation is confined to the following items:

- * Provide timely clarification as necessary to AECOM project inquiries.
- * Provide honest feedback to AECOM submittals and/or communications.
- * Where there is a critical disagreement in the interpretation of a specification between AECOM and Fugro, Natrona County makes final decision.

Draft Project Work Schedule

AECOM understands Natrona County's need for timely, accurate, and complete deliveries of imagery and data products. AECOM's team is committed to effectively and efficiently performing QA review of the imagery and products within the pre-established timelines defined in the RFP for each deliverable data set.

AECOM understands that it is Natrona County's desire to receive accepted 0.50' data products by the end of November 2020. AECOM's QA tasks are dependent upon the delivery of data from Fugro, which will ultimately dictate the final schedule dates. The schedule below is therefore idealized having realistic turnaround timeframes for each Fugro deliverable. As this type of production work is common place in the geospatial industry the AECOM project team is confident that the project will be completed in the anticipated timeframe.

Task	Start Date	Finish Date	Invoice Amount	Invoice Month	Invoice Amount
Proposal Submittal	13-Mar				
Task Award (Estimated)	17-Mar				
Contract Negotiation (Estimated)	17-Mar	20-Mar			
Kick Off Meeting	April		\$ 1,000.00	May	\$ 12,060.00
Check Point Survey	April	May	\$ 10,560.00	May	
AECOM Ground Control Report Submission	May		\$ 500.00	May	
Fugro Ground Control Report Review	30-May	5-Jun	\$ 500.00	June	\$ 1,000.00
Fugro AT Report Review	20-Jun	25-Jun	\$ 500.00	June	
Pilot Project Review	13-Jul	17-Jul	\$ 1,500.00	July	\$ 1,500.00
GeoTIFF Tile & MrSID Mosaic Review	18-Oct	13-Nov	\$ 7,015.00	Nov	\$ 8,015.00
Orthoimage Backcheck, if necessary	26-Nov	27-Nov	\$ 1,000.00	Nov	

Table 6: QA Review Schedule (based on schedule provided in RFP)

For simplicity sake, status reports and invoicing activities were not included in the schedules above. Conference calls can be accommodated as needed.

Project Status Reporting

During the quality assurance activities, Mr. Riley, assigned Project Manager, will provide Natrona County status reports via email or phone, that document tasks completed, tasks anticipated, schedule compliance, and any outstanding items needing resolution or clarification. Mr. Riley will be available to meet with Natrona County and its partners as needed.

AECOM will deliver project status reports in .DOC or .PDF format that include status on the following items:

- * Quality Assurance tasks completed
- * Quality Assurance tasks in progress
- * Quality Assurance tasks on hold, including appropriate rationale
- * Action items and internal task owners
- * Quality Assurance project schedule and status percent complete

SOW Assumptions

The following assumptions were utilized as part of the preparation of AECOM's proposal.

- * AECOM's proposal does not include management of the data acquisition planning, post flight activities or a review of raw imagery files.
- * AECOM assumes there will be likely one, but no more than two AT blocks.
- * Data to be reviewed will be delivered on an AOI basis on hard drives.
- * Each delivery area will not be sub-divided into interim deliverable areas.
- * Fugro will provide image mosaic seamlines in SHP format.
- * All first round delivered data will undergo a comprehensive QA involving a 100-percent review of the data. Review of previously reviewed (first round) data will undergo a QA review that involves a 100-percent macro review, followed by a micro review localized to the first round of AECOM calls.
- * AECOM will apply the described Macro and Micro efforts on the uncompressed GeoTIFF imagery. As the compressed imagery will be compressed re-representations of the GeoTIFF imagery AECOM has estimated a Macro review of the compressed imagery but not a Micro review on the compressed imagery.

Personnel and Prior Experience

Staff Management Plan

The AECOM Team has successfully performed similar orthophotography QA services on multiple projects of similar size and complexity. The AECOM Team will be 100-percent committed to the Natrona County and the successful completion of Natrona County’s orthoimagery QA project.

The organization chart is found below. William O’Brien will serve as the Project Principal in Charge to whom the Project Manager, Bobby Riley, will report to directly. Descriptions of the roles and responsibilities of the Project Manager, QA /QC Manager, QA Assurance Analyst, as well as CompassData’s role and responsibilities specific to the Natrona County project are presented on the following pages.

Joining our AECOM Team is CompassData. CompassData will be performing the independent check point survey as a subcontractor. Details related to CompassData’s background and capabilities can be found below.

To support numerous concurrent QA projects, AECOM has invested significant capital in hardware, software, and network resources. AECOM has 60TB of dedicated spinning disk capacity to efficiently and effectively house and disseminate data files to QA reviewers over high speed and high capacity networks. AECOM corporate data backup routines are executed each evening ensuring a backup copy of project derived data is always available. AECOM has an Enterprise License Agreement (ELA) with Esri permitting AECOM to install as many ArcGIS desktop instances as are necessary. Additionally, the Germantown office has four highly skilled geospatial developers that are part of a substantial software development capability that can be called upon to enhance and increase the level of automation and throughput in geospatial workflows.

Team Organizational Chart

Each of the key staff members listed above (Project Manager, QA /QC Manager, and QA Assurance Analyst) will be made available upon project award. There is no lead time required to assign these staff members to the project.

Beyond key personnel referenced above, AECOM expects to assign 1-2 additional experienced GIS technicians if necessary to assist in the quality reviews. The Germantown, MD office has over 50 daily users of Esri ArcMap and the Geospatial Data Services Team comprises 13 highly experienced personnel that can be leveraged to assist should the need arise. The actual staffing numbers will fluctuate depending on the content, size, submittal timings/overlap, and complexity of each deliverable block.

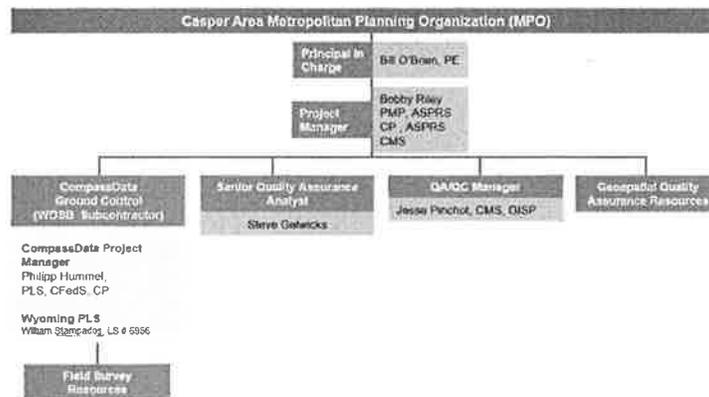


Figure 69: Proposed AECOM Table of Organization

Check Point Survey

Establishing a Network of Ground Control Check Points

Prior to commencement of survey activities, AECOM will provide the Natrona County project manager with a Blind Check point Survey plan (BCS). The BCS will describe the approach to establishing a network of 60 photo identifiable ground control check points to be utilized in the horizontal and vertical accuracy assessment of the AT data and the horizontal accuracy of the orthophotography. All survey work will be performed and overseen by CompassData using survey grade equipment. Philipp Hummel (PLS, CFedS, ASPRS CP) will serve as CompassData's project manager. All survey work will be supervised by a Wyoming Professional Licensed Surveyor.

The BCS report will be submitted to Natrona County for review and will include the following details:

- The AECOM approach to selection and placement of photo-identifiable and targeted check points
- A description of the surveying process to be utilized for the measurement of each control point
- Proposed network accuracy specifications to be achieved
- Geo-referenced locations of proposed check points in ESRI shapefile (SHP) and GoogleEarth KMZ formats

To the extent practical AECOM will set checkpoints in a well distributed manner across the AOI. Based on a review of the 2015 control points provided by MPO it was determined that majority of the existing check points had targets set and were not photo-identifiable features referencing natural or cultural features. As a general rule, photo-identifiable features will be surveyed in more urbanized settings and targets will be set in more rural settings.

Checkpoint survey activities will be coordinated with Fugro with the intent of setting targets prior to Fugro's image acquisition. If in the extreme event image acquisition commences, or completes, prior to check point survey activities photo-identifiable features will be surveyed in lieu of targets,

CompassData survey crews and processing team will utilize available local VRS systems when and where available.

Per ASPRS standards, check points should be 3X more accurate than the data being tested. The RMSE requirement for the 0.50' orthoimagery is 0.50'. Therefore, check point data should have a horizontal accuracy of at least 0.17' RMSE. Check points having this level of accuracy can also be leveraged by Natrona to assess future USGS QL2 level LiDAR data collections. The primary effort will be to collect photo identifiable check points to satisfy the accuracy testing of the orthoimagery. While not the principal intent of the check point collection, the vast majority of the check points will be collected in locations that satisfy characteristics necessary for assessing LiDAR data.

For this project CompassData will provide accuracy reports for the entire project which will include accuracy reporting for each individual point, as is their standard. Furthermore, each survey point will be processed simultaneously to produce one overall accuracy assessment and description of the processing involved for the network of survey points.

Satellite visibility will be conducted at each location to ensure that geological outcroppings or vegetation does not adversely affect the observation results. A GNSS observation plan will be developed to determine sequence and type of observations needed on each check point.

CompassData will collect all points with a combination of Real Time Kinematic (RTK) and static post processing. All points will be collected with survey grade GNSS equipment, which typically achieves a high precision in the range of sub 3 centimeter on a point-by-point basis. As a quality control practice, CompassData will also be collecting a

National Geodetic Survey (NGS) monument on a daily basis, where available, to check the collection methodology and accuracy. This allows for minimal duplication of point occupation, greatly reducing time in the field while still proving the accuracy of our data.

Upon completion of the check point survey a survey report will be presented to Natrona County for review. AECOM will also include the following information in SHP and tabular datasets in PDF format, as appropriate.

- * A complete list of the surveyed control check points
- * A unique reference ID per point
- * Geoid model
- * Coordinates in Lat/Long and Wyoming State Plane East Central Zone NAD 1983 (2011) US Survey Feet, NAVD88.
- * Vertical heights expressed as ellipsoidal and orthometric heights
- * A brief description of the physical location of the monument
- * A statement of GNSS level of accuracy for all points
- * A statement on the datum and adjustments used during the survey
- * Photos of all check points (datasheet format only)

QA Checklist Examples

AECOM has made investments in hardware and software that allows our comprehensive QA capabilities. Software tools include ESRI (Enterprise License Agreement), LP360, GlobalMapper, and customized scripts along with a dedicated geospatial server that allows the team to store and review up to 60TB of data.

Beyond hardware and software AECOM knows that checklists are a simple and effective solution to ensure comprehensive workflows are followed.

Performing QA can be complex process requiring the tracking of a multitude of deliverables and tasks comprising thousands of tiles and hundreds of process steps. Check lists are an invaluable tool to assure all checks are performed and performed correctly, which in turn are leveraged to monitor project budget and schedule metrics.

Orthophotography QA Process Tracking and QA Checklists

To maintain order and efficiency AECOM has developed and employs checklists designed to document the status of each deliverable against the dataset's scope specific actions for each project area. Checklists are an integral tool used to support daily progress assessments and expedite status reporting.

Examples of the QA Checklists are provided below.

MPO Deliverable Completeness Checklist				AECOM
Deliverable Completeness				
		Received	Accepted	General Comments
Ground Control Report				
	GC Report			
Aerotriangulation Reports				
	Casper AOI			
	Natrona County AOI			
Uncompressed Digital Orthoimagery (GeoTIFF+TFW)				
	Casper AOI			
	Natrona County AOI			
Compressed Digital Orthoimagery (MrSID)				
	Casper AOI			
	Natrona County AOI			
Metadata (Acquisition related data, Aerotriangulation, DEM, Orthoimagery, Shapefiles)				
	Casper AOI			
	Natrona County AOI			

Sample QA Project Deliverables Checklist

The completeness checklist above ensures Fugro has provided to AECOM and Natrona County all the expected deliverables as defined by the project SOW.

The following QA checklist samples demonstrate and summarize AECOM's Macro and Micro Check.

MPO Aerotriangulation Checklist				AECOM	
Area: XX					
Date Reviewed					
Reviewer					
Reviewer Backcheck					
Macro QA Checks		Comments to MPO and Fugro	Corrections/Comments Received	Redelivery Checked	General Comments
General Inventory Assessment					
File organization					
File Format					
Report Format					
Report Completeness					
Metadata present and complete					
Metadata has no USGS parsing errors					
Georeferencing Validation					
Wyoming State Plane					
Horizontal datum NAD83 (2011)					
Horizontal Units - US Survey Feet					
Horizontal Accuracy Assessment (RMSEr \leq 0.25' or 0.50')					
Vertical datum NAVD88					
Vertical Units - US Survey Feet (Orthometric)					
Accuracy Assessment					
Precision of Image Observations					
Accuracy against image coordinates					
Max. offsets [E, N] to any one blind QA point					
NSSDA analysis [E, N] of 40 QA points					
Horizontal accuracy against ground control check points tested in accordance with 10+ points at NSSDA criteria					
Vertical accuracy against ground control check points tested in accordance with 10+ points at NSSDA criteria					

Sample Aerotriangulation Acceptance Checklist

MPO Orthophotography Checklist							AECOM	
Area: XX								
Date Reviewed								
Reviewer								
Reviewer Backcheck								
Macro QA Checks		# Tiles	# Tiles Accepted	# Tiles Rejected	Comments to MPO and Fugro	Corrections/Comments Received	Redelivery Checked	General Comments
General Inventory Assessment								
Conduct file inventory								
Verify readability of metadata								
Verify tile coordinates								
File Format								
Pixel definition								
32 bit (8 per channel) 4 band stacked image								
Verify project coverage								
Metadata present and complete								
Metadata has no USGS parsing errors								
Image Tile Naming Conventions								
Tile name validation								
Georeferencing Validation								
Wyoming State Plane								
Horizontal datum NAD83 (2011)								
Horizontal Units - US Survey Feet								
Horizontal Accuracy Assessment (RMSEr \leq 0.5' or 1.0')								
Final Image Structure Assessment								
Pixel Resolution (0.25 feet or 0.50 feet)								
GeoTIFF - TFW Format (Uncompressed)								
Verify Tile size (TBD)								
Verify Bands (4 band)								
Mx3D MQ3 Generation 3 + SDW (2011 compression)								
Verify Tile size (TBD)								
Verify Bands (4 band)								
Micro QA Checks		File	Accepted	Rejected	Comments to MPO	Corrections/Comments Received	Redelivery Checked	General Comments
Final Image Aesthetics Check								
Horizontal Displacement / Misalignment								
Edges matching within (assemblies) or across tiles								
Image Appearance / Blurs/Wavy features								
Warping of straight/flat/railroad or other linear ground features								
Warping of bridges/overpasses/curved roads								
Smearing of terrain								
Image blemishes and artifacts								
Blurred or out of focus imagery								
Blemishes, "noise", blooming, bleeding, or other artifacts introduced in the acquisition								
Tall buildings do not obscure 20% of roadway								
No glare or noise within waterbodies								
Tonal quality								
Color balance of RGB tiles								
Color balance of NIR tiles								
Color balance sub regions								
Contrast balance sub regions								
Ability of see ground features in shadows								
Ability of see ground features in bright areas								

Sample Orthoimagery Acceptance Checklist

**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.** To the fullest extent permitted by law, Contractor hereby acknowledges and agrees that it shall indemnify, hold harmless, and defend County and County's board members, elected officials, employees, and volunteers against any and all claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the negligent performance of Contractor. This includes any violations of the responsibility of the Customer listed above.
- 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.

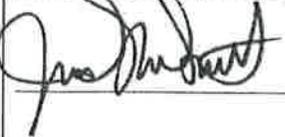
- b) Scope. Coverage will be at least as broad as *Insurance Work Form CG 00 01* covering CGL on an "occurrence" basis, including property damage, bodily injury, personal & advertising injury, and liquor liability coverage.
 - c) Coverage. If Contractor maintains broader coverage and/or higher limits 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. **Notice.** Either party may terminate this Contract upon 30 days' notice to the other party.
- 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.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

NATRONA COUNTY	Smith Fire & Life Safety Consultants, LLC.
<hr/> Robert Hendry, Chair Natrona County Board of Commissioners	 <hr/> Date 5/12/2020

ATTEST:

Tracy Good
Natrona County Clerk



Approved as to form County Legal Department

**GRANT AGREEMENT (FEDERAL FUNDS INVOLVED)
BETWEEN WYOMING GAME AND FISH COMMISSION
AND
NATRONA COUNTY SHERIFF'S OFFICE**

Grant Agreement No.: 003046
Project Title: Alcova Reservoir Patrol Boat House
Award Amount: \$50,000.00
Grant Period: April 23, 2020 through April 1, 2021
PPCAS Code: ZZSW0AC10900
Unit: 7N61
FAIN: 3320FAS200156
Federal Award Date: October 1, 2019 through September 30, 2020
CFDA Number and Title: 97.012 Boating Safety Financial Assistance
Federal Agency: United States Coast Guard
Agency Project Coordinator: Aaron Kerr, Law Enforcement Coordinator (307) 262-9349
Grantee Project Coordinator: Brad Legler, Natrona County Deputy (307) 262-9653

1. **Parties.** The parties to this Agreement are the Wyoming Game and Fish Commission (Commission), by and through the Wyoming Game and Fish Department (Agency), whose address is: 5400 Bishop Boulevard, Cheyenne, WY 82006 and Natrona County Sheriff's Office (Grantee), whose address is: 201 N. David St., Second Floor, Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions under which the Agency shall provide grant funds to the Grantee to use for projects described herein.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from April 23, 2020 through April 30, 2021. All Services shall be completed during this term.
4. **Payment.**
 - A. In accordance with Wyo. Stat. §§ 23-1-302 (a)(x) and (a)(xi), and 23-1-501, the Agency hereby grants an amount not to exceed fifty thousand dollars and zero cents (\$50,000.00) to the Grantee to perform the activities directly related to the project described herein during the term of this Agreement. At such time as work on the project is initiated, the Grantee may invoice the Agency. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance to this Agreement.
 - B. No payment shall be made for work performed before the Performance Period of this Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this

Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of Agency.

- C. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and expenses, including travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Agreement.
- D. Grantee shall provide a final invoice for reimbursement of eligible project expenses by September 30, 2020.

5. **Project Activities.** The project activities to be performed by the Grantee are:

- A. Acquire review and written approval of construction plans from the U.S. Bureau of Reclamation (BOR) prior to performance of the construction project.
- B. Purchase materials including two (2) solar-powered hydraulic boat lifts, metal framework, lumber, siding, garage doors, and other materials necessary to construct the boat house according to BOR approval.
- C. Perform pre-construction planning and construction site evaluations.
- D. Perform construction of boat house and install the two (2) boat lifts for secure storage of law enforcement watercraft operated by the Natrona County Sheriff's Office and Agency. Construction of the boat house and installation of the boat lifts shall be consistent with the design specifications illustrated in Attachment A, Drawings, which is attached hereto and incorporated herein by this reference.
- E. Provide construction labor when materials have been obtained and at a time when the water level of Alcova Reservoir is suitable for construction.

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

- A. Utilize grant funds only for the above listed project activities identified in Section 5 of this Agreement, and return any unused grant funds no later than ninety (90) days after the grant period or within ninety (90) days after termination of this Agreement by either party.
- B. Maintain adequate accounting records that properly disclose the source and application of grant funds, and make records available for audit by the Agency, Federal awarding agency, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. Financial records, supporting documents, statistical records, and all other records pertinent to the Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report in accordance with 2 CFR 200.333 (Retention requirements for records).

- C. Make any and all project-related information available as requested by the Agency.
- D. Submit to the Agency, upon project completion or within ninety (90) days after the grant termination date, whichever is sooner, a final invoice and a project narrative summary indicating the accomplishments of the project and the financial distribution of the award amount.
- F. Not use the funds provided by the Agency as match for any federal sources of funding that may be obtained for the project.
- G. Complete Attachment B, Federal Funding Accountability and Transparency Act (FFATA) Form, which is attached to and incorporated into this Agreement by this reference, and submit it with this signed Agreement to provide the additional information needed to fulfill requirements of Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

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

- A. Make grant funds available as specified in Section 4 above.
- B. Make related information from existing Agency records available to Grantee.
- C. Provide construction labor when materials have been obtained and at a time of year when the water level of Alcova Reservoir is suitable for construction.

8. **Special Provisions.**

- A. **Administration of Federal Funds.** Grantee agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- B. **Assumption of Risk.** The Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Grantee's failure to comply with state or federal requirements. The Agency shall notify the Grantee of any state or federal determination of noncompliance.
- C. **Certifications:** Acceptance of this grant constitutes certification that:
 - (i) Grantee is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

- (ii) Grantee is not delinquent on any federal debt.
- (iii) To the best of the Grantee's knowledge and belief:
 - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (b) If funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Grantee will complete and submit Standard Form - LLL (Disclosure of Lobbying Activities).

D. Conflict of Interest Disclosures. Grantee shall comply with the requirements of 2 CFR 200.112 (Conflict of Interest). Grantee is responsible for notifying Agency in writing of any actual or potential conflicts of interest that may arise during the life of this award. This Agreement may be terminated if Agency discovers an undisclosed conflict of interest.

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

F. Drug-Free Workplace. Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 *et seq.* and 2 CFR part 1401, which require all programs and activities receiving federal assistance to maintain a drug-free workplace.

G. Environmental Policy Acts. Grantee agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National

Environmental Policy Acts, and other related provisions of federal environmental protection laws, rules or regulations, if applicable.

- H. Federal Audit Requirements.** Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Grantee agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, Grantee shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- I. Human Trafficking:** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- J. Kickbacks.** Grantee certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Grantee breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- K. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Grantee. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- L. Nondiscrimination.** Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the

Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

- M. **Non-Supplanting Certification.** Grantee hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Grantee should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- N. **Prior Approval Requirements.** Grantee shall comply with the requirements of 2 CFR 200.407 and notify Agency of any changes that have a significant impact on the award-supported activities or in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award, changes in scope, time extensions, budget revisions, changes in key personnel, etc.
- O. **Procurement Standards.** Grantee's procurement procedures must conform to applicable federal and state laws and the standards identified in 2 CFR 200.318 through 2 CFR 200.326.
- P. **Program Income.** Grantee shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

9. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof, for

collateral for any financial obligation without the prior written permission of the Agency.

- D. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Grantee at the earliest possible time if this Agreement 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.
- E. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.
- G. Entirety of Agreement.** This Agreement, consisting of ten (10) pages; Attachment A, Drawings, consisting of two (2) pages; and Attachment B, Federal Funding Accountability and Transparency Act (FFATA) Form, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- H. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- I. Grant Recovery.** The Agency shall be entitled to recover from the Grantee any full or partial payment made under this Agreement for: 1) any payments used for purposes not authorized or performed outside the Agreement, 2) any payments for project work the Grantee is unable to provide, or 3) any payments for project work the Grantee did not provide but was required to provide under the terms of this Agreement.
- J. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- K. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee 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 Grantee 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 Grantee or the Grantee's agents or employees as a result of this Agreement.
- L. Notices.** All reports, form, notices and communications arising out of, or from, the provisions of this Agreement shall be in writing and directed to the attention of the Agency's or Grantee's contact person either by regular mail or delivery in person at the addresses provided under this Agreement.
- M. Prior Approval.** This Agreement 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 Agreement has been fully executed and approved as to form by the Office of the Attorney General.
- N. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Commission, and Agency expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be

construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- O. Taxes.** Grantee 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, sales taxes, and income tax. Grantee will be issued a 1099 from the State Auditor's Office for all grant distributions greater than six hundred dollars and zero cents (\$600.00) in a calendar year.
- P. Termination of Agreement.** This Agreement may be terminated if Grantee fails to perform in accordance with the terms of this Agreement. The Agency will provide Grantee written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- Q. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- R. Enhancement of Recipient and Subrecipient Employee Whistleblower Protection.**

 - (i) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. § 4712.
 - (ii) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712.
 - (iii) The recipient shall insert this clause, including this paragraph (iii), in all subawards and in contracts over the simplified acquisition threshold related to this award.

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

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

WYOMING GAME AND FISH COMMISSION

John Kennedy, Deputy Director
Wyoming Game and Fish Department

Date

Meredith Wood, Chief Fiscal Officer

Date

GRANTEE:
Natrona County Sheriff's Office

Gus Holbrook
Sheriff

Date

ATTEST:
Natrona County Board of Commissioners

Rob Hendry
Chairman

Date

DUNS Number

State of Wyoming Vendor #

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



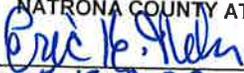
Tyler M. Renner, Assistant Attorney General

4/27/2020
Date

GF30 FED
AG Rev 10-12-2018

Grant Agreement (Federal Funds Involved)
between Wyoming Game and Fish Commission
and Natrona County Sheriff's Office
Page 10 of 10

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY

BY: 
DATE: 5-18-2020

ATTACHMENT B

Federal Funding Accountability and Transparency Act (FFATA)

GRANTEE, please provide additional information needed to fulfill Federal Funding Accountability and Transparency Act (FFATA) requirements:

1. **DUNS Number:** 040709545-9111

2. **Location of Subrecipient: (City/ State/Zip+4, Country):** Casper, Wyoming 82601

3. **Principal Place of Performance (City/State/Zip+4,Country):** Casper, Wyoming (Alcova) 82601

4. **Yes/No** No **Is Subrecipient owned or controlled by a parent entity?**
If yes, please provide DUNS Number and location (City/State/Zip+4, Congressional District) of parent entity. _____

5. **Yes/No** No **In your organization's preceding completed fiscal year, did your organization (the legal entity to which the DUNS number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?**

6. **Yes/No** Yes **Does the public have access to information about the compensation of the executives in your organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b) (1)?**

Grantee

05/15/2020

Date

CNFR HOSTING AND SPONSORSHIP AGREEMENT

THIS AGREEMENT is made by and between the National Intercollegiate Rodeo Association, Inc., a Washington non-profit corporation (“NIRA”), and the County of Natrona, Wyoming, and the City of Casper, Wyoming, jointly and severally (referred to herein as “HOSTS”) on this ____ day of _____, 2020.

RECITALS

WHEREAS, NIRA is the sanctioning governing body of collegiate rodeo and the producer of the College National Finals Rodeo (“CNFR”); and

WHEREAS, HOSTS desire to act as the hosting city and county facility for the CNFR, and to obtain certain promotional benefits through such association.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, NIRA and HOSTS (jointly and severally) agree as follows:

AGREEMENT

1. Obligations of Hosts. In consideration of the rights and benefits provided to HOSTS as set forth in Paragraph 2 below, HOSTS shall:

A. Provide to NIRA the use of facilities, personnel, equipment, dirt, and other accommodations as set forth in Exhibit A for the staging and production of the College National Finals Rodeo during each of the years covered by this Agreement. The dates of the Rodeo are set forth in the attached Exhibit G.

B. Pay to NIRA the fees set forth in Exhibit B for the rights granted herein to HOSTS.

HOSTS shall perform their obligations through a “Casper CNFR Rodeo Committee,” which shall be composed initially as set forth in Exhibit F. That Committee shall appoint a chief liaison to communicate and interact with NIRA, or several persons to perform specific interactive functions.

2. Hosts Rights and Benefits. Throughout the term of this Agreement, NIRA shall provide to HOSTS the rights and benefits set forth in Exhibit C.

3. Use and Protection of Trademarks/Service Marks and Other Intellectual Property. NIRA and HOSTS each acknowledge that the other owns certain names, trademarks,

services marks, copyright and other intellectual property associated with their respective businesses and enterprises, which marks are specifically identified on Exhibit D (hereinafter collectively referred to as "Marks"), and each owns certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks. In marketing and promoting the CNFR and activities associated therewith, NIRA and HOSTS may make various references to each other and may display the Marks of each other which are identified on Exhibit D, as well as photographs or graphic images of the CNFR and related activities, and each party hereby grants to the other non-exclusive, non-transferable license to use the Marks identified on Exhibit D during the term of this Agreement, subject to the following terms and conditions:

A. The Marks may only be used for or in connection with advertising and promoting the CNFR and activities incidental thereto.

B. Prior to the use of the Marks of the other party, NIRA and HOSTS shall agree in writing as to (1) the form and content of any promotional or advertising materials which bear the other party's Marks, and (2) the media in which such materials are to be used. Approval shall not be unreasonably withheld.

C. Any party may impose reasonable conditions upon the use of that party's Marks, including, but not limited to, conditions for protection of its Marks.

D. Upon termination or expiration of this Agreement, the license granted herein shall automatically terminate and the parties shall cease all use of the Marks of the other party as soon as practicable, but, in any event, within 30 days, unless the particular media which has been approved requires a longer lead time, in which case the use shall cease within 90 days.

E. Neither party hereto will challenge or assist in a challenge to the validity of the other party's Marks, any registrations there of or the ownership thereof. Each party will be solely responsible for taking such actions it deems appropriate to obtain trademark, service mark, or other protection of its respective Marks.

F. Neither party may sell or otherwise distribute for sale any promotional materials or other merchandising or novelty items bearing the Marks of the other party without a separate written licensing agreement from the other party. The parties shall negotiate in good faith to reach such an agreement.

4. Relationship of Parties. The relationship of the parties shall be governed by this Agreement, and nothing contained herein shall create a joint venture, agency, partnership or

employment relationship between the parties. Neither party shall have the right, obligation, or authority to incur any financial or contractual obligations on behalf of the other, to direct or control the employees, agents, subcontractors, or volunteers of the other, or to control the manner or method utilized by the other party in the performance of its functions.

5. Indemnifications and Damage.

A. NIRA hereby agrees to indemnify and hold HOSTS and its respective officers, directors, agents, and employees harmless from and against any and all claims or expenses of whatsoever nature (including reasonable attorney fees) arising out of the actions of NIRA or its agents and employees in the production and promotion of the CNFR, or arising out of any breach by NIRA of any of its obligations hereunder.

B. Prior to moving into the Casper Event Center or the Natrona County Fairgrounds, the NIRA Commissioner shall conduct an inspection of the respective facilities with the Events Center Manager and the Fairgrounds Manager to identify any damage or safety concerns. HOSTS shall attempt to repair or mitigate said damage and safety concerns prior to commencement of the CNFR. After completion of each year's CNFR, the NIRA Commissioner shall conduct a follow up inspection with the respective facility managers to identify any damage which may have occurred. NIRA shall reimburse HOSTS for such damage.

6. Insurance. NIRA shall maintain in full force and effect, at its own expense, liability insurance covering its activities in the production and promotion of the CNFR. The insurance shall be in an amount (not to exceed \$1 Million per person/\$2 Million per occurrence) and with a company which are approved by HOSTS, and shall name HOSTS as additional insureds. Evidence of such insurance coverage shall be provided to both Natrona County and the City of Casper reasonably promptly upon written request.

7. Release by Participants. Prior to allowing participation in the CNFR or related activities, NIRA shall obtain releases, in the form attached hereto as Exhibit E, duly executed by or on behalf of all contestants, officials, and other participants who require approval of the NIRA to participate in the CNFR or related activities.

8. Term of Agreement/First Right to Negotiate. The term of this Agreement shall be from 12:01 a.m. on July 1, 2022, through Midnight on June 30, 2027, unless extended by written agreement of the parties or unless terminated sooner in accordance with the provisions set forth below. If HOSTS have faithfully performed their obligations under this Agreement, they shall have the right to negotiate for an agreement to continue hosting the CNFR after June

30, 2027. Upon notice of the desire to continue hosting the CNFR, NIRA will not enter into negotiations with any other party for hosting the CNFR, and the parties agree to negotiate in good faith between August 1, 2026 and October 31, 2026 to reach an agreement whereby HOSTS may continue hosting the CNFR. If, at the end of that 90-day period, the parties have not reached an agreement satisfactory to them, NIRA shall be entitled to negotiate with any other party, regardless of whether the ultimate terms of agreement reached are the same or similar to those discussed with HOSTS, and HOSTS shall have the right to schedule the use of its facilities without regard to the CNFR.

9. Termination. Any party may terminate this Agreement as follows:

A. If any party commits a material breach of this Agreement and fails to cure said breach within 30 days after written notice of the alleged breach is sent or delivered by the aggrieved party.

B. If any party shall be unable to pay its liabilities when due, or shall make any assignment for the benefit of creditors, or shall file a petition under any federal bankruptcy statute, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if the trustees in bankruptcy or insolvency shall be appointed under the laws of the United States government.

C. NIRA may terminate this Agreement, in its sole discretion, within six months following any CNFR in which NIRA's costs attributable to the CNFR are \$25,000 or more greater than NIRA's revenues attributable to the CNFR.

D. NIRA may terminate this Agreement at the conclusion of any year's rodeo season if local cash sponsorships do not exceed \$100,000 by May 1st preceding that year's rodeo season. A local sponsor is any sponsor with headquarters or its primary offices in the State of Wyoming and its sales are primarily made in the State of Wyoming. Twenty-five percent (25%) of any national cash sponsorship will be credited to the local cash sponsorship requirement if the national sponsor is qualified by the Wyoming Secretary of State to do business in Wyoming, has business offices and/or significant operations or facilities (such as manufacturing or distribution) in Wyoming.

10. Global Spectrum, LP

A. The parties understand and acknowledge that Global Spectrum, LP d/b/a Spectra Venue Management is under contract to manage the Casper Events Center on behalf of the City of Casper. The parties shall comply with the policies, rules and procedures of Global Spectrum, LP for the Casper Events Center, or those of any

successor-in-interest of Spectra, provided that such policies, rules and procedures do not materially increase any existing burden (financial or otherwise) of the NIRA and the NIRA has not objected to any change in policies, rules or procedures after having been provided with written notice thereof. The management arrangement shall not relieve the City of Casper from its obligations set forth in this Agreement.

B. Spectra has provided a concurrence letter, dated March 26, 2020, which is attached hereto as Exhibit H.

11. Miscellaneous General Provisions.

A. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties, as well as their respective successors in interest.

B. Assignment. No party shall assign or transfer its rights, nor delegate its obligations under this Agreement to any third party without the prior written approval of the other party, which may be withheld for any or no reason, with the exception that such assignment may be made to a wholly owned subsidiary or an affiliated entity or venture in which it is at least a 51% owner. No assignment shall relieve the assignor of its obligations under this Agreement without the express written approval of the party to whom the obligation(s) is/are owed.

C. Counterparts. This Agreement may be executed in counterparts that together shall constitute one and the same instrument which shall be effective when each of the parties has executed a counterpart.

D. Notice. Any notice, request, approval or consent under this Agreement to be given by either party to the other shall be given in writing, and shall be considered served when delivered in person, or three days after the date mailed by certified or registered mail, return receipt requested, addressed to the recipient at the address set forth below, or to such other address as the recipient may subsequently have furnished in writing to the sender.

NIRA:

Mr. Roger B Walters, Commissioner
National Intercollegiate Rodeo Association
2033 Walla Walla Avenue
Walla Walla, WA 99362
O (509) 529-4402 or C (936) 661-6028

WITH A COPY TO:

Mr. J. Kent Rutledge
300 Saddle Drive
Cheyenne, WY 82009
P.O. Box 2327
Cheyenne, WY 80003

HOSTS:

Natrona County Board of County Commissioners
200 North Center Street, Suite 115
Casper, WY 82601

City of Casper, Wyoming
Attention: City Manager
200 North David Street
Casper, WY 82601

WITH A COPY TO:

Natrona County Attorney
200 North Center Street, Suite 300
Casper, WY 82601

AND

City of Casper Attorney
200 North David Street
Casper, WY 82601

E. Force Majeure. Neither party shall be deemed in default hereunder and neither shall be liable to the other if either is unable to perform its obligations hereunder by reason of any fire, earthquake, flood, epidemic, pandemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, act of God, any municipal, county, state, or national ordinance or law, any executive or judicial order, or similar event beyond the parties' control; provided, however, that no party shall be entitled to relief under this Section unless such party shall have given the other party reasonable notice of such event, and shall have exhausted all reasonable means of complying or

implementing alternative means of compliance with its contractual obligations hereunder.

F. Governing Law and Venue. This Agreement shall be governed by and interpreted under the laws of the State of Wyoming, and venue shall be a court of competent jurisdiction located in Natrona County, Wyoming.

G. Authority. NIRA and HOSTS represent and warrant, each for itself, that each, respectively, has full power and authority to enter into and perform this Agreement.

H. Survival. The provisions of this Agreement, and the obligations of the parties hereunder which, by their own terms, contemplate actions to be performed after termination hereof, including but not limited to the terms of this Agreement regarding payment of fees, indemnification, dispute resolution, and trademarks/service marks, shall survive the termination of this Agreement.

I. Governmental Immunity. Nothing in this Agreement is intended to alter the HOSTS' or its subdivisions' liability, subject to W.S. 1-39-101 et seq. To the extent that any provision in this Agreement could be interpreted to waive immunity, such provision shall be null and void, and this paragraph shall control. The HOSTS and their subdivisions specifically reserve the right to assert any and all rights, immunities and defenses to claims other than those arising out of this Agreement which they may have pursuant to the Wyoming Governmental Claims Act.

J. Certification of Authority. The undersigned hereby state and certify that they have full authority to bind and obligate their respective parties to each and every term of this Agreement.

[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

City Signatures

APPROVED AS TO FORM
(CITY ATTORNEY)

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

County Signatures

APPROVED AS TO FORM
(COUNTY ATTORNEY)



ATTEST

Board of County Commissioners
Natrona County

Tracey Good
Natrona County Clerk

Rob Hendry
Commissioner Chairman

NIRA Signatures

APPROVED AS TO FORM
(ATTORNEY FOR NIRA)

WITNESS

National Intercollegiate Rodeo Association, Inc.

By: _____

Title: _____

Roger B. Walters
Commissioner

EXHIBIT A

Obligations of HOSTS

The HOSTS of the CNFR shall provide to NIRA the following benefits each CNFR year of the Agreement:

A. City of Casper will provide without cost to NIRA:

1. Facility. Rent free use of the Events Center Arena, all Events Center dressing rooms, the Events Center concourse, the back lot, and lot #11 for the days scheduled by the parties as reflected on Exhibit G, and the Summit Room, the Mormon Trail Room, Bridger Trail Room, and the Oregon Trail Room for the fourteen days of NIRA business during the CNFR. City will, in good faith, accommodate the reasonable needs of NIRA necessary to conduct a first class event.

2. Staff. Events staff to run the venue and handle the CNFR event management, including:

Stage hands and AV Technicians
Ushers and Ticket Takers
Security
First Aid (in addition to any first aid services provided through NIRA for NIRA participants)
Maintenance Staff

3. Box Office Services. The Events Center box office will provide all ticket services for a \$1.00 per ticket issued handling fee. Ticket back advertisement will be sold as any other sponsorship. A 3% gross value fee for tickets sold through credit card purchase at the box office will be charged back to NIRA up to a maximum total of \$5,000.00. These fees may be changed by mutual agreement in writing between the City and NIRA without amending this agreement.

4. Trade Show Services. HOSTS will solicit trade show exhibitors and sell Events Center space. Price for exhibit space will be determined each year by mutual agreement of NIRA and HOSTS. Proceeds will go to NIRA with NIRA paying the Events Center \$20.00 per single tradeshow booth space. The Events Center may charge exhibitors for extra equipment per the current Events Center reimbursable rates. Events Center will provide personnel and equipment to assist exhibitors in set up and break down.

5. The Events Center will withhold Wyoming State Sales Tax from the gross ticket sales and submit same on behalf of NIRA to the State of Wyoming. The Events Center will waive the Municipal Parking Fee for this event.

6. Provide year-round storage space for CNFR dirt. NIRA acknowledges and accepts that this dirt storage space has no cover over it. Sand will be

added to the dirt each year as needed until the consistency of the arena floor is acceptable to NIRA.

7. City agrees it will not schedule any equestrian or rodeo events in the Events Center for 45 days before and 40 days after the CNFR without the approval of NIRA.

B. Natrona County will provide, without cost to NIRA:

1. All reasonably necessary facilities located on the Fairgrounds property, except campgrounds and contestant rodeo stalls. In the event of bad weather, the "Arena" will be available for riding. Maintenance of the surfaces of the facilities will be performed as needed by County staff. NIRA shall have the right to approve any other events scheduled on these premises during the 14 days of the CNFR, which approval will not be unreasonably withheld.

2. All panels, chutes, and other arena configuration equipment to be used throughout the interior of and adjacent to the Events Center for production of the CNFR event.

3. All labor necessary to erect and strike the chutes, panels, stalls, exercise arenas, and other elements of the configuration as may be reasonably needed to effectuate the paragraphs above (1 and 2).

4. The Road and Bridge Division of the County shall provide the machines, manpower and dirt for the production of the event at the Events Center, at appropriately scheduled intervals as per NIRA direction.

5. Appropriate labor and equipment for the transport and set up, floor preparation, facilities oversight and arena tear down for both the Fairgrounds and the Events Center. (Indoor arena dirt at a minimum depth of 12" and the outdoor dirt/sand in the pens at a minimum depth of 5" shall be provided by County.)

6. Equipment to adequately feed and water stock at the Fairgrounds and the Events Center.

7. NIRA Commissioner and Fairgrounds Manager will conduct a "walk through" prior to arrival of rodeo stock and contestants' animals to determine overall condition of pens, chutes, etc. Acceptance of the condition shall be documented by signatures for both parties on a form to be developed by Fairgrounds Manager. After all rodeo stock and contestant animals have left

the premises, NIRA Commissioner and Fairgrounds Manager will conduct a final "walk through" to determine if there is any damage to Fairground property.

8. Natrona County Board of Commissioners to make all arrangements for ambulance service and personnel required by NIRA for all CNFR events at the Events Center.

C. The HOSTS shall appoint a CNFR Casper executive Committee which shall be composed of a City Council Representative, the Casper Events Center Manager, a Board of County Commissioners' appointee, the Central Wyoming Fair and Rodeo representative, and a fifth member-at-large, which shall be appointed jointly by the City and County. (The Committee composition for the CNFR is set forth on Exhibit F). The function of the CNFR Committee shall be as follows:

1. Actively seek out local, state, and regional sponsors and other economic benefits in conjunction with NIRA.

2. Seek local, state, and regional in-kind donations with the help and direction of NIRA.

3. Promote, conduct, and arrange advertising and promotion of the CNFR as may be appropriate to effectively draw media attention and spectators to the event in accordance with direction on NIRA.

D. NIRA will reimburse HOSTS for all reasonable operating expenses budgeted and incurred by the HOSTS. HOSTS Committee will submit an operating budget for NIRA approval prior to October 1st each year. NIRA will not be responsible for any other or incidental expenses incurred by the City or the County without NIRA's express written consent.

E. NIRA will provide or reimburse the HOSTS for providing the following equipment, in the event the equipment use is not donated:

- Forklift capable of working in dirt
- Internet connection for the media
- Office equipment for the NIRA office at the Events Center
- Chain motors to hang the scoreboard and television broadcast equipment

- Supplemental lighting for television and sponsor signage
- Long distance phone service to the NIRA office at the Events Center

HOSTS will make their best efforts to obtain sponsors for the above services.

F. HOSTS will oblige reasonable requests for accommodations for NIRA officials and guests including complimentary Fairgrounds horse stalls and camp spaces and a minimum of 42 hotel/motel rooms, VIP room passes and other necessary in-kind services and equipment. NIRA will specify such needs on or before May 1 each year.

G. Stall fees at the Fairgrounds will be \$50.00 per horse.

H. Camp spaces at the Fairgrounds will rent for \$25.00 per night with a maximum of 10 nights.

[The rest of this page is intentionally left blank.]

EXHIBIT B
Sponsorship Fees

The HOSTS (City of Casper and Natrona County) each shall pay to NIRA the following sponsorship fees for each CNFR year of the Agreement. Such payments will be made on May 1 of each year as follows:

2023	\$22,000.00
2024	\$24,000.00
2025	\$26,000.00
2026	\$28,000.00
2027	\$30,000.00

[The rest of this page is intentionally left blank.]

EXHIBIT C
Host Sponsorship Benefits at CNFR

The City of Casper and the Natrona County Commissioners shall each receive the following benefits in connection with each CNFR.

1. Area Signage. One large arena sign with appropriate message and logos. (Signage to be created by HOSTS in accordance with NIRA specification).
2. Program Ad. One-half page, black-and-white ad in the official program of the CNFR.
3. Collegiate Arena. Inclusion with sponsors in the tribute section of the NIRA newspaper "Collegiate Arena," CNFR special edition. Logos on disc and hard copy must be sent to the NIRA office by April 15 each year.
4. Live Mentions. A one-sentence mention during each performance of the CNFR by arena announcers (text may be provided by HOSTS).
5. Seating. Between them, HOSTS shall share 20 (10 City and 10 County) VIP box seats per performance of the CNFR.
6. VIP Privileges. Twenty (10 City and 10 County) passes to the VIP room before and after the performances and to other events to which HOSTS and VIPs are invited.
7. Print Media Acknowledgements. Hosts' logos and/or names in appropriate print media advertising.
8. Tribute Performance. Special "Thank You" night mid-performance tribute to the City and County officials in stagecoach or similar mid-arena presentation.
9. Scholarship. In the event CNFR yearly revenues exceed CNFR yearly expenses, 10% of the net revenues will be contributed to the National Intercollegiate Rodeo Foundation to establish a permanent NIRA scholarship in the name of Natrona County and the City of Casper, Wyoming. The parties agree to work together to develop the details of this scholarship.
10. Concession. NIRA acknowledges and accepts that the City and its subcontractor's at the Events Center retain all rights to food and beverage sales including alcohol.

EXHIBIT D

National Intercollegiate Rodeo Association
National Intercollegiate Rodeo Foundation
College National Finals Rodeo
College Rodeo Championship Series



EXHIBIT E
COLLEGE NATIONAL FINALS RODEO

RELEASE OF CLAIMS FOR DAMAGE DUE TO INJURY OR DEATH AND
ACKNOWLEDGEMENT OF NIRA'S OWNERSHIP OF TELEVISION/MEDIA RIGHTS

I, the undersigned participant, hereby acknowledge that rodeo and livestock are inherently dangerous and represent a substantial risk of personal injury, property damage and/or death to all participants, including contestants, stock contractors, clowns/bullfighters, rodeo officials, laborers, volunteers, and others in the areas to which access by the general public is restricted, such as the rodeo arena, areas used for entering and leaving the arena, chutes, pens, warm-up areas, and other areas reserved and intended for use or access by participants or otherwise restricted for access by the general public. **I hereby specifically acknowledge that my participation in any capacity in the College National Finals Rodeo subjects me to significant risk of serious property damage, personal injury and/or death.**

Recognizing the above-mentioned risks, and in consideration for being permitted to participate in the College National Finals Rodeo events, on behalf of myself, my heirs, personal representatives, assigns, and other successors, **I hereby assume all such risks of property damage, personal injury, and death, and I hereby waive, release, and forever discharge the NIRA, the Casper CNFR Rodeo Committee, the City of Casper, the City Council of the City of Casper, Natrona County, the Natrona County Board of County Commissioners, the Casper Events Center, Global Spectrum, LP, all CNFR sponsors, together with each of their directors, officers, employees, agents and other representatives, from and against any and all claims or demands which I may at any time have, whether such claims are now known or unknown, foreseen or unforeseen, which arise or result from, or are in any way connected with my participation in the College National Finals Rodeo or related events, whether caused by the negligence of any of the parties released or by any other cause.**

I hereby acknowledge and affirm that all right, title, and interest in and to intellectual property rights arising from the performance of all NIRA events, including the College National Finals Rodeo, is the exclusive property of NIRA, and NIRA has the full right to use my image and likeness as depicted in any form or medium reflecting my participation in the College National Finals Rodeo for any purpose in connection with the commercial exploitation of the media right herein acknowledged.

In the event of any litigation by any party released herein to enforce this Release, or by the NIRA to enforce the intellectual property rights of the NIRA, I agree to pay all costs incurred in connection with such litigation, including reasonable attorneys' fees.

I represent and warrant that I have read and understand this Release of Claims and Acknowledgement of NIRA's Rights, that it is a legal contract that deals with important legal rights, and that I have freely and voluntarily executed this document.

NAME OF PARTICIPANT:

(Please Print Legibly)

SIGNATURE OF PARTICIPANT:

Date Signed: _____

Address: _____
City: _____ State: _____ Zip: _____
Code: _____

BIRTHDATE OF PARTICIPANT: ____/____/____
Month Day Year

Note: If participant is under the age of 18 years, the parent(s) or legal guardian(s) must sign below.

FOR PARENT/LEGAL GUARDIAN:

THE UNDERSIGNED PARENTS/LEGAL GUARDIAN OF THE PARTICIPANT ACCEPT THE TERMS OF THIS RELEASE OF CLAIMS AND ACKNOWLEDGEMENT OF NIRA'S RIGHTS FOR OURSELVES AND FOR THE NAMED PARTICIPANT, AND AGREE TO BE FULLY BOUND BY THE ABOVE TERMS AND PROVISIONS.

INDICATE WHETHER ____ PARENT OR ____ LEGAL GUARDIAN

Signature

Date Signed

Print Name

Signature

Date Signed

Print Name

EXHIBIT F
Casper CNFR Executive Committee

1. Fair Board Representative
2. Casper Events Center Manager
3. County Commissioner's Representative
4. City Council Representative
5. At-Large Joint City-County Appointee

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EXHIBIT G

Year	CNFR Dates	NIRA Move-In	NIRA Move-out
2023	6/11-6/17	6/6	6/19
2024	6/9-6/15	6/4	6/17
2025	6/15-6/21	6/10	6/23
2026	6/14-6/20	6/9	6/22
2027	6/13-6/19	6/8	6/21

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EXHIBIT H
Concurrence Letter from Global Spectrum, LP dated March 26, 2020
(Attached)



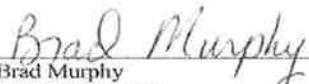
BRAD MURPHY
General Manager

Casper Events Center
1 Events Drive, P.O. Box 128 Casper, WY 82602
O: 307.235.8448
Brad.Murphy@spectrap.com

March 26, 2020

Global Spectrum, LP d/b/a Spectra Venue Management is aware the City of Casper may approve a five-year contract extension through June, 2027 with the National Interscholastic Rodeo Association (NIRA) to host the College National Finals Rodeo at the Casper Events Center. Global Spectrum concurs with the provisions and terms set forth therein.

On behalf of Global Spectrum, LP d/b/a
Spectra Venue Management



Brad Murphy
General Manager



Date



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

May 18, 2020

Mr. Robert L. Hendry, Chairman
Board of County of Commissioners
200 N Center
Casper, WY 82601

**Casper-Natrona County International Airport
Casper, Wyoming
AIP Grant No. 3-56-0004-062-2020
Contract No. DOT-FA20NM-1005
DUNS No. 09-276-6013
Formal Amendment No. 1**

Dear Commissioner Hendry,

We are enclosing an electronic copy of Amendment No. 1 to the subject grant agreement. The amendment increases the maximum obligation of the United States as authorized under the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law 116-136) for the current fiscal year 2020 obligation and increases the federal share to 100 percent.

To properly enter into this amendment, you must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The Sponsor's attorney must sign and date the grant amendment *after* the Sponsor.
- You may not make any modification to the text, terms or conditions of this grant amendment.

Please don't hesitate to call Paulette Lugo if you have any questions. Paulette Lugo can be reached at (303)342-1256.

Sincerely,

John P. Bauer (May 18, 2020)

John P. Bauer, Manager
Denver Airports District Office

enclosure



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

09-276-6013

(DUNS No)

Casper-Natrona County International
Airport

(Airport/Planning Area)

AMENDMENT NO. 1 TO GRANT AGREEMENT AIP GRANT NO. 3-56-0004-062-2020

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States that the Grant Agreement between the FAA, acting for and on behalf of the United States, and the County of Natrona, Wyoming (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on March 17, 2020, be amended to increase the maximum obligation of the United States as authorized under the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law 116-136) for the current fiscal year 2020 obligation. The CARES Act provides funds to increase the federal share to 100 percent for Airport Improvement Program (AIP) and supplemental discretionary grants already planned for fiscal year 2020. Under normal circumstances, AIP grant recipients contribute a matching percentage of the project costs. Providing this additional funding and eliminating the local share should allow critical safety and capacity projects to continue as planned regardless of airport sponsors' current financial circumstances.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree that the said Grant Agreement be and hereby is amended as follows:

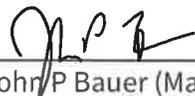
Decrease the local/state share by \$50,333, and increase Maximum Federal Obligation by \$50,333 (from \$755,000 to \$805,333) to include the current fiscal year 2020 obligation;

The Federal Aviation Administration, for and on behalf of the United States, hereby offers and agrees to pay one hundred (100%) percent of the allowable costs incurred up to \$805,333.

All other terms and conditions of the Grant Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to said Grant Agreement to be duly executed as of
May 18, 2020

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


John P. Bauer (May 18, 2020)

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

09-276-6013

(DUNS No)

Casper-Natrona County International
Airport

(Airport/Planning Area)

COUNTY OF NATRONA, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Robert L. Hendry

(Typed Name of Sponsor's Designated Official Representative)

Chairman Board of Natrona County Commission

(Typed Title of Sponsor's Designated Official Representative)

(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That I have examined the foregoing Amendment to the Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of Wyoming and further that, in my opinion, said Amendment to the Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated _____

By: _____

(Signature of Sponsor's Attorney)

**COOPERATIVE AGREEMENT FOR RESPONSIBILITIES BETWEEN
THE WYOMING DEPARTMENT OF FAMILY SERVICES,
CHILD SUPPORT PROGRAM AND
NATRONA COUNTY CLERK OF DISTRICT COURT**

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Family Services, Child Support Program (Agency), whose address is: 2300 Capitol Avenue, Hathaway Building, 5th Floor, Suite C, Cheyenne, Wyoming 82002-0490, and Natrona County Clerk of the District Court (CDC), whose address is 115 North Center, Suite 100, Casper, Wyoming 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to delineate the mutual responsibilities between the parties to receive and distribute child support payments according to federal law, rules, and policies regarding Title IV-D of the Social Security Act (IV-D), as amended and to enter child support orders and/or divorce decrees which specify payment of child and/or medical support whether the case is IV-D or non-IV-D as specified in Section 5 below.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from July 1, 2020 or the Effective Date, whichever is later, through June 30, 2022. All services shall be completed during this term. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.
4. **Payment.** No payment shall be made to either party by the other party as a result of this Agreement.
5. **Responsibilities of CDC.** Subject to available funding, the CDC agrees to:
 - A. Use the automated statewide child support computer system, known as Parental Obligation System for Support Enforcement (POSSE), as the exclusive system to:
 - (i) Accurately identify all child support payments received from employers, parents and other states and enter payments on correct case or cases.
 - (ii) Disburse child support payments within two (2) business days after receipt to the correct payee.
 - (iii) Enter all child support orders and/or divorce decrees which specify payment of child or medical support for all cases in the Child Support Program's caseload (IV-D) and all cases not in the child support caseload (Non IV-D).
 - (iv) Enter all modifications to child support orders and/or divorce decrees which specify payment of medical or child support whether the case is IV-D or Non IV-D.

- (v) Enter all abatements concerning child support orders and/or divorce decrees which specify payment of medical or child support whether the case is IV-D or Non IV-D.
 - (vi) Enter and update this information when informed of changes all necessary information, including social security number, residential and mailing addresses, telephone numbers, and driver's license number, as well as the name, address and telephone number of any employers, for each party to any paternity or child support proceedings upon entry of an order.
 - (vii) Enter all adjudications of paternity by judicial processes, including non-IV-D cases.
- B. Provide customer service and furnish information to any custodial parent involved in a child support case, in a timely manner, when requests are made regarding the status of child support payments and/or child support arrearages.
 - C. Collect payments of District Court filing fees as stated in Wyo. Stat. § 5-3-206 (a)(i).
 - D. Answer all questions regarding IV-D child support payments or Non IV-D wage withholding payments on orders entered after January 1, 1994 which may be referred to the State Single Address Location. Enforcement questions may be referred to the appropriate enforcement district.
 - E. Provide up-to-date reporting of child support data to the Court, as required by the Court.
 - F. Cooperate with Agency and state enforcement districts to meet federal child support enforcement requirements.
 - G. Ensure CDC personnel with authorized access to federal tax information complete the Internal Revenue Service (IRS) security training on safeguarding Federal Tax Information (FTI) annually and forward any necessary documents to the Agency state office within 30 (days) of a request. The Agency will provide a copy of any documents necessary to complete the annual security training.
 - H. Ensure that all program personnel handling money are covered by fidelity bonding insurance.

6. Responsibilities of Agency. Agency agrees to:

- A. Maintain computer hardware and POSSE within each CDC office to afford the court ready access to child support enforcement data. CDC may retain these resources as long as this Agreement remains in force.

- B. Provide computer hardware and software for CDC use, in support of POSSE, as long as the Agreement is in effect.
- C. Cooperate responsively with CDC regarding all elements of this Agreement.
- D. Respond as soon as practicable to CDC reports of POSSE system problems.
- E. Provide POSSE computer hardware and software upgrades as needed.
- F. Provide training to CDC on POSSE or computer hardware applications as needed.
- G. Ensure equipment provided to CDC by Agency is maintained on Agency inventory system.

7. Special Provisions.

- A. **CDC's Employee's Requirements.** In performance of this Agreement, the CDC agrees to comply with and assume responsibility for compliance by its employees with the following requirements:
 - (i) All work will be performed under the supervision of the CDC or the CDC's responsible employees.
 - (ii) Any federal tax returns or return information (returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the CDC is prohibited.
 - (iii) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
 - (iv) No work involving returns and return information furnished under this Cooperative Agreement will be subcontracted without prior written approval of the IRS.
 - (v) The CDC will maintain a list of employees authorized access. Such list will be provided to Agency and, upon request, to the IRS reviewing office.
 - (vi) Agency will have the right to void the Cooperative Agreement if the CDC fails to provide the safeguards described above.

B. Criminal/Civil Sanctions

- (i) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as five thousand dollars (\$5,000.00) or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than one thousand dollars (\$1,000.00) with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)1.
- (ii) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as one thousand dollars (\$1,000.00) or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of one thousand dollars (\$1,000.00) for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
- (iii) Additionally, it is incumbent upon the CDC to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to CDCs by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a CDC, who by virtue of his/her employment or official position, has possession of or access to Agency records which contain individually identifiable information, the disclosure of which is prohibited by

the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than five thousand dollars (\$5,000.00).

- (iv) Granting CDC access to FTI must be preceded by certifying that each individual understands Agency's security policy and procedures for safeguarding IRS information. CDCs must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in Agency's files for review. As part of the certification and at least annually afterwards, CDCs should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the CDC should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

- C. **Inspection.** The IRS and Agency shall have the right to send their officers and employees into the offices and plants of the CDC for inspection of the facilities and operations provided for the performance of any work under this Agreement. On the basis of such inspection, specific measures may be required in cases where the CDC is found to be noncompliant with Cooperative Agreement safeguards.

8. General Provisions

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of

the duties set out in this Agreement without the prior written consent of the other party. The CDC shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of Agency.

- D. Audit and Access to Records.** Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the CDC which are pertinent to this Agreement. The CDC shall immediately, upon receiving written instruction from Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the CDC which are pertinent to this Agreement. The CDC shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by Agency.
- E. Availability of Funds.** Each payment obligation of Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by Agency at the end of the period for which the funds are available. Agency shall notify the CDC at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Agreements.** Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other contractors for work related to this Agreement. The CDC shall cooperate fully with other contractors and Agency in all such cases.
- G. Certificate of Good Standing.** The CDC shall provide to Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that CDC is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. CDC shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Agreement.
- H. Compliance with Laws.** The CDC shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all executive orders in the performance of this Agreement.
- I. 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 CDC in the performance of this Agreement shall be kept

confidential by the CDC unless written permission is granted by Agency for its release. If and when CDC receives a request for information subject to this Agreement, CDC 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.

- J. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; represents the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- K. Ethics.** CDC 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 CDC's profession.
- L. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- O. Independent Contractor.** The CDC shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the CDC shall be free from control or direction over the details of the performance of services under this Agreement. The CDC shall assume sole responsibility for any debts or liabilities that may be incurred by the CDC in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the CDC or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or Agency or to incur any obligation of any kind on behalf of the State of Wyoming or Agency.

The CDC 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 CDC or the CDC's agents or employees as a result of this Agreement.

- P. Nondiscrimination.** The CDC shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- Q. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- R. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the CDC in the performance of this Agreement. Upon termination of services, for any reason, CDC agrees to return all such original and derivative information and documents to 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.
- S. Patent or Copyright Protection.** The CDC 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 CDC or its subcontractors will violate any such restriction. The CDC shall defend and indemnify Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- T. Prior Approval.** This Agreement 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 Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- U. Insurance Requirements.** CDC 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.

- V. **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 CDC, shall identify Agency as the sponsoring agency and shall not be released without prior written approval from Agency.
- W. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- X. **Sovereign Immunity and Limitations** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the CDC expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- Y. **Taxes.** The CDC 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.
- Z. **Termination of Agreement.** This Agreement may be terminated, without cause, by Agency upon thirty (30) days written notice. This Agreement may be terminated by Agency immediately for cause if the CDC fails to perform in accordance with the terms of this Agreement.
- AA. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- BB. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- CC. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

- DD. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- EE. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the CDC of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to Agency.

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NATRONA COUNTY RESOLUTION # 20-20

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; 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 opened the Courthouse to limited public access on May 11, 2020; 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 continue to open the Natrona County Courthouse 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 further opened to the public, effective Monday, May 26, 2020, with the following restrictions:
 - a. The Courthouse will return to normal operating hours and shall be open for limited public access at 8:00 a.m. and will be closed to entrance at 5:00 p.m. each day.
 - b. The entrance open to the public shall be the ADA accessible doorway on the west side ground floor as well as the east side main floor doors. The public shall exit through the northwest, ground floor doorway or the eastmain floor entrance. 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 first floor of the Courthouse shall be opened to the public seeking services at the assessor, county clerk and treasurer's offices.

e. The 2nd and 3rd floors of the Courthouse shall remain closed to the 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. Public Meetings: Natrona County public meetings shall be open to in person attendance by the public starting on May 26, 2020. Due to current statewide restrictions limiting the number of individuals at a gathering, and in light of current social distancing requirements, the number of individuals shall be limited. All meetings open to in person public attendance shall be held in the 2nd floor courtroom.

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 26, 2020.

ADOPTED: May 19, 2020

Attest: _____
Tracy Good, County Clerk

Robert L. Hendry, Chair
Board of Natrona County Commissioners

Approved as to form
Natrona County Legal Department

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

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

AGENCY:

Wyoming Department of Family Services, Child Support Program

Korin A. Schmidt, Director

Date

Kristie Arneson
Economic Security Senior Administrator

Date

CDC:

Natrona County Board of County Commissioners

Forrest Chadwick

Date

Natrona County Clerk of the District Court

Ann Volin

Date

Natrona County Attorney

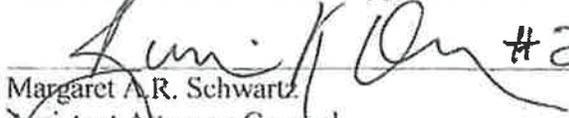


~~Heather Duncan-Malone~~ Eric K. Nelson

5-18-2020

Date

Attorney General's Office Approval as to Form



Margaret A.R. Schwartz #202601
Assistant Attorney General

5-12-2020

Date

LICENSE

Date 04.16.2020 Road Bishop Rd 121

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board"), hereby grants a license to Buehholz Land & Cattle LLC - Chris & Marcie Buehholz

(hereinafter called the "Licensee"), to construct, maintain, use and operate approach (hereinafter called the "Facility"), located in Section 6 Township 34 N, Range 80 W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated _____, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

This license is granted upon such express terms and conditions as are inserted below, and should the Licensee at any time violate any of the said terms or conditions herein contained or use or attempt to use said facility for any other or different purpose than that above specified, or refuse or fail to comply with any rule or direction of the County Road and Bridge Superintendent, made by said Superintendent under his general supervisory powers of control and supervision of county roads for the use and safety of the general public, then the Board may, at its option, immediately revoke this license.

This license is subject to the following conditions:

FIRST. The work of constructing, altering and maintaining of the Facilities shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee and under supervision of, and to satisfactorily meet the specifications of the County Road and Bridge Superintendent. Such work of construction, alteration and maintenance of the Facility shall be done in such a manner as to in no way interfere with the use, operation and maintenance by the County of Natrona of a county road for county road purposes, and in such manner as to in no way endanger the general public in use of said county road right-of-ways.

SECOND. The said Licensee shall give to the Board, through the County Road & Bridge Superintendent, at least ten days notice, in writing, before entering upon the county road right-of-way for the purpose of construction or alteration of the Facility or to make necessary repairs, except in case of genuine emergency requiring immediate repair, then in that event, the Licensee shall notify the Board, through the County Road & Bridge Superintendent, or local maintenance authority immediately enter upon the county road right-of-way and make necessary repairs. Licensee shall be responsible for any repairs necessary to road or right-of-way for 180 days after completion of construction.

THIRD. The said Licensee agrees to forever indemnify and defend the Board, their agents or employees, against and save them harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses incident hereto, arising wholly or in part from or in connection with the existence of, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use or removal of the said Facility as it pertains to county road property.

FOURTH. The Board reserves the right to use, occupy and enjoy its right-of-way for a county road and for county road purposes, in such manner and at such times as it shall desire, the same as if the instrument had not been executed by it. If any such use shall at any time necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee, at the sole expense of said Licensee, upon the demand of the Board, through the County Road & Bridge Superintendent, and neither the Board nor the County of Natrona shall be liable to the said Licensee on account thereof, or on account of any damage growing out of any use which the County of Natrona or the Board, or either of them, may make of its said right-of-way.

FIFTH. The Board shall have the right at any time to revoke this license by the giving of thirty (30) days notice in writing to the said Licensee, and at the expiration of the time limited by said notice, or upon the express revocation of this license for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the Board, through the County Road & Bridge Superintendent, remove said Facility and each and every part thereof, hereby authorized, from the premises of the county road right-of-way and leave said premises in the same condition in which they were before the installation of said Facility. Upon the refusal or failure of the Licensee so to do, the Board may remove the Facility and each and every part thereof and restore the county road right-of-way to the same condition as before the granting of this license, and the Licensee hereby agrees promptly to pay to the County of Natrona the cost of said removal of the Facilities, and each and every part thereof.

SIXTH. The County of Natrona and the Board, for the purpose of this licensee, hereby disclaims any representation or implication that it retains any title in any county road right-of-way other than a perpetual easement for road purposes for so much land as described by the instrument conveying such easement. The Licensee by these present accepts notice and agrees that any expenses or damages incurred by said Licensee as a result of this disclaimer shall be borne by said Licensee at no expense whatsoever to the Board or the County of Natrona. It shall be also understood that on Access Facility Highways, ingress and egress shall be limited to those locations as designated by the Board, or their Designated Representative, and shown on plans on file in the office of the County Road Department and County Surveyor

SEVENTH. The waiver of any breach of any of the terms or conditions of this Licensee shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such term or condition, all of which shall be and remain in full force and effect, as to the future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

EIGHTH. The said Licensee agrees to locate underground facilities when needed by the County or other users for future construction and maintenance activities. This location information will include the marking of the facility on the ground, as specified by W.S. §37-12-301 et seq., with the appropriate color and including the nature and elevation of the utility and shall be tied both horizontally and vertically, by coordinates, by a licensed land surveyor to a public land survey corner. This information shall be shown on plans created by the utility company or facility owner and a copy will be sent to the Natrona County Surveyor's Office in Casper, Wyoming. **Costs for identifying and locating the facility will be the responsibility of the utility company or facility owner on County right-of-ways.**

No official or employee of the County of Natrona, other than the Board of County Commissioners, shall have authority to waive any term or condition herein contained. Any amendments to this license agreement shall be in writing, signed by the licensee and designated representative of the county commissioners.

Date of Commencement _____
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion _____
(County Road & Bridge Superintendent must be notified within five (5) days after construction)

IN WITNESS WHEREOF, The Board of County Commissioners, has caused this license to be executed on the _____ day of _____, A.D., 19 _____.

COUNTY OF NATRONA
By Michael R. Long 5/6/2020
Road & Bridge Superintendent
By _____
County Surveyor
By _____
Chairman of the Board of County Commissioners.

ATTEST:

County Clerk

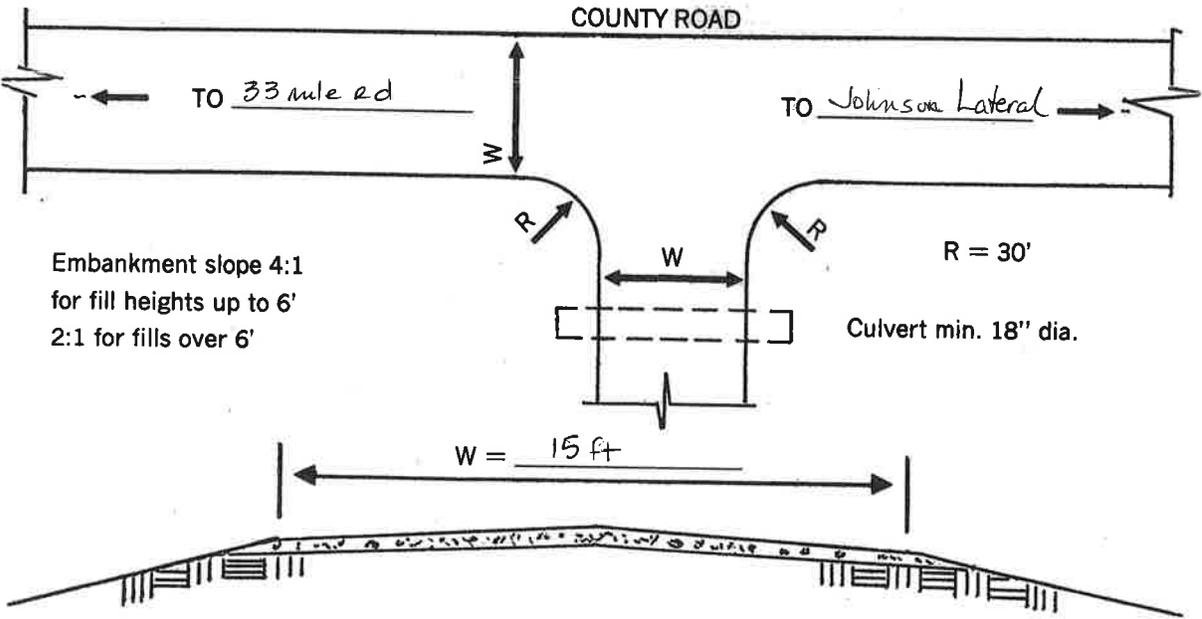
The undersigned, the Licensee mentioned in the forgoing License, hereby accepts the same, subject to the terms and conditions contained therein.
ATTEST:

Secretary
Chris Buehholz
President.

(the original instrument must be recorded in the County Clerks office by Licensee)

COUNTY OF NATRONA
APPLICATION FOR AN APPROACH

Applicant: Buehholz Land & Cattle LLC Chris & Marcie Buehholz
 Address: 9745 Bishop Road Phone 307.253.8492
307.315.3960



Furnish the Following Information:

- 1) Location: Section 6, Township 34 North, Range 80 West.
- 2) County Road Designation 0121 - Bishop Rd
- 3) Surface of County Road gravel
(Surface of approach must be same as surface of County Road.)
- 4) Soil Type clay
- 5) Sight Distance on County Road west 1/2 mile east 1 mile plus
- 6) Reason for Approach property access to barn and corrals - we have received an encroachment approval from CAID to cross the siphon tube in present location.

7) Requirements:

- A) Approach must meet specifications for construction and surfacing of subdivision roads and streets.
- B) All disturbed areas must be seeded with a mixture and using methods approved by County Road Superintendent.
- C) Any changes to the approach required because of change to the County Road will not be the responsibility of the County.

Approved: Michael [Signature] 5/6/2020
 Road & Bridge Superintendent

Chris Buehholz 16 April 2020
 Applicant Date

County Surveyor _____
 County Commissioner _____

Registered Engineer _____ Date
 or
 Land Surveyor _____

Approval Date: _____

Completion Date: _____

LICENSE

Date 5-5-2020 Road Poison Spider Rd.

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board", hereby grants a license to Philip B. and Lovi M. Johnson

(hereinafter called the "Licensee"), to construct, maintain, use and operate 2" diameter domestic water line 80 (hereinafter called the "Facility"), located in Section 9 Township 33 N, Range W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated _____, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

This license is granted upon such express terms and conditions as are inserted below, and should the Licensee at any time violate any of the said terms or conditions herein contained or use or attempt to use said facility for any other or different purpose than that above specified, or refuse or fail to comply with any rule or direction of the County Road and Bridge Superintendent, made by said Superintendent under his general supervisory powers of control and supervision of county roads for the use and safety of the general public, then the Board may, at its option, immediately revoke this license.

This license is subject to the following conditions:

FIRST. The work of constructing, altering and maintaining of the Facilities shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee and under supervision of, and to satisfactorily meet the specifications of the County Road and Bridge Superintendent. Such work of construction, alteration and maintenance of the Facility shall be done in such a manner as to in no way interfere with the use, operation and maintenance by the County of Natrona of a county road for county road purposes, and in such manner as to in no way endanger the general public in use of said county road right-of-ways.

SECOND. The said Licensee shall give to the Board, through the County Road & Bridge Superintendent, at least ten days notice, in writing, before entering upon the county road right-of-way for the purpose of construction or alteration of the Facility or to make necessary repairs, except in case of genuine emergency requiring immediate repair, then in that event, the Licensee shall notify the Board, through the County Road & Bridge Superintendent, or local maintenance authority immediately enter upon the county road right-of-way and make necessary repairs. Licensee shall be responsible for any repairs necessary to road or right-of-way for 180 days after completion of construction.

THIRD. The said Licensee agrees to forever indemnify and defend the Board, their agents or employees, against and save them harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses incident hereto, arising wholly or in part from or in connection with the existence of, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use or removal of the said Facility as it pertains to county road property.

FOURTH. The Board reserves the right to use, occupy and enjoy its right-of-way for a county road and for county road purposes, in such manner and at such times as it shall desire, the same as if the instrument had not been executed by it. If any such use shall at any time necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee, at the sole expense of said Licensee, upon the demand of the Board, through the County Road & Bridge Superintendent, and neither the Board nor the County of Natrona shall be liable to the said Licensee on account thereof, or on account of any damage growing out of any use which the County of Natrona or the Board, or either of them, may make of its said right-of-way.

FIFTH. The Board shall have the right at any time to revoke this license by the giving of thirty (30) days notice in writing to the said Licensee, and at the expiration of the time limited by said notice, or upon the express revocation of this license for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the Board, through the County Road & Bridge Superintendent, remove said Facility and each and every part thereof, hereby authorized, from the premises of the county road right-of-way and leave said premises in the same condition in which they were before the installation of said Facility. Upon the refusal or failure of the Licensee so to do, the Board may remove the Facility and each and every part thereof and restore the county road right-of-way to the same condition as before the granting of this license, and the Licensee hereby agrees promptly to pay to the County of Natrona the cost of said removal of the Facilities, and each and every part thereof.

SIXTH. The County of Natrona and the Board, for the purpose of this licensee, hereby disclaims any representation or implication that it retains any title in any county road right-of-way other than a perpetual easement for road purposes for so much land as described by the instrument conveying such easement. The Licensee by these present accepts notice and agrees that any expenses or damages incurred by said Licensee as a result of this disclaimer shall be borne by said Licensee at no expense whatsoever to the Board or the County of Natrona. It shall be also understood that on Access Facility Highways, ingress and egress shall be limited to those locations as designated by the Board, or their Designated Representative, and shown on plans on file in the office of the County Road Department and County Surveyor

SEVENTH. The waiver of any breach of any of the terms or conditions of this Licensee shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such term or condition, all of which shall be and remain in full force and effect, as to the future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

EIGHTH. The said Licensee agrees to locate underground facilities when needed by the County or other users for future construction and maintenance activities. This location information will include the marking of the facility on the ground, as specified by W.S. §37-12-301 et seq., with the appropriate color and including the nature and elevation of the utility and shall be tied both horizontally and vertically, by coordinates, by a licensed land surveyor to a public land survey corner. This information shall be shown on plans created by the utility company or facility owner and a copy will be sent to the Natrona County Surveyor's Office in Casper, Wyoming. **Costs for identifying and locating the facility will be the responsibility of the utility company or facility owner on County right-of-ways.**

No official or employee of the County of Natrona, other than the Board of County Commissioners, shall have authority to waive any term or condition herein contained. Any amendments to this license agreement shall be in writing, signed by the licensee and designated representative of the county commissioners.

Date of Commencement 5-11-2020
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion 06-11-20
(County Road & Bridge Superintendent must be notified within five (5) days after construction)

IN WITNESS WHEREOF, The Board of County Commissioners, has caused this license to be executed on the _____ day of _____, A.D., 19 _____.

COUNTY OF NATRONA
By Michael D. Haigh 5-5-2020
Road & Bridge Superintendent

ATTEST:

County Clerk

By _____
County Surveyor

By _____
Chairman of the Board of County Commissioners.

The undersigned, the Licensee mentioned in the forgoing License, hereby accepts the same, subject to the terms and conditions contained therein.

ATTEST:

Secretary

President.

(the original instrument must be recorded in the County Clerks office by Licensee)

COUNTY OF NATRONA

APPLICATION FOR underground 2" domestic water supply line to be bored under the road

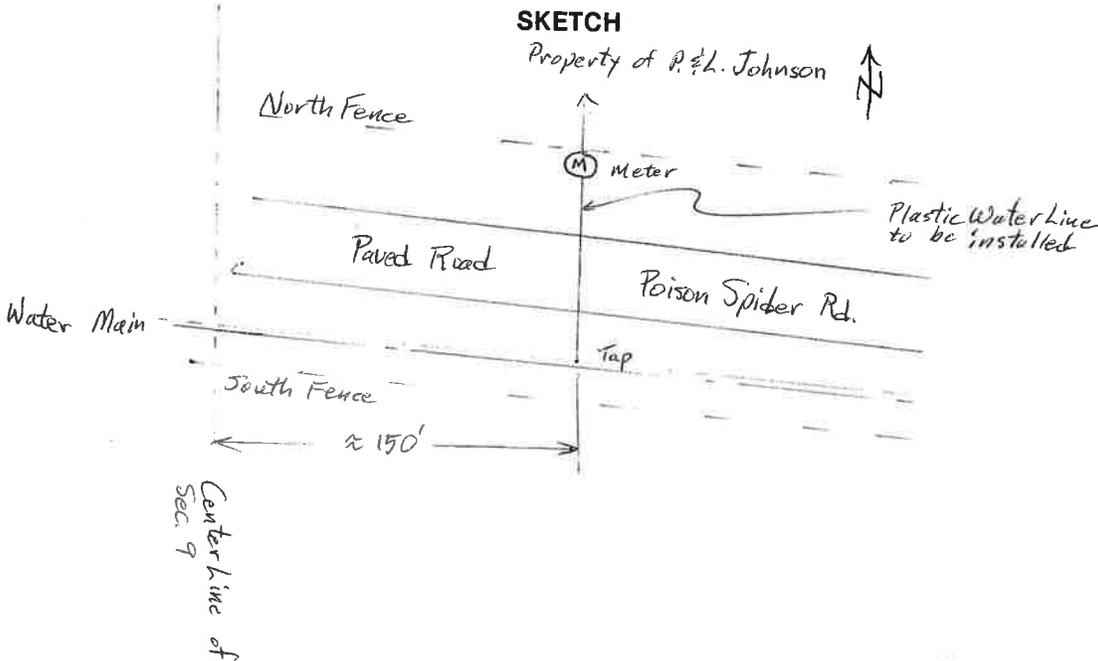
Applicant: Philip B. and Lori M. Johnson

Address: 7600 W. Poison Spider Rd. Phone: 307-262-7874

Furnish the Following Information:

- 1) Location: Section 9, Township 33 North, Range 80 West.
- 2) County Road Designation Poison Spider Rd. Cty Rd. #201
- 3) Surface of County Road asphalt pavement
- 4) Soils Type where applicable _____
- 5) Reason for Application to bore under the road and install 2" plastic water line. Tap south of pavement and meter at north fence line.
- 6) Specifications: (Attach 3 copies where applicable)

7) Plan: (Attach 3 copies where applicable)



Approved: Michael D. Hanna 5/5/2020
Road and Bridge Superintendent

Philip B. Johnson 5-5-2020
Applicant or Agent Date

County Engineer _____

Wyo. Reg. P.E. _____ Date

County Commissioner _____

Approval Date: _____

Completion Date: _____

LICENSE

Date 05-06-2020 Road Poison Spider Rd 201

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board"), hereby grants a license to Donaldo Hermasillo

(hereinafter called the "Licensee"), to construct, maintain, use and operate water line 80 (hereinafter called the "Facility"), located in Section 9 Township 33 N, Range 80, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated _____, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

This license is granted upon such express terms and conditions as are inserted below, and should the Licensee at any time violate any of the said terms or conditions herein contained or use or attempt to use said facility for any other or different purpose than that above specified, or refuse or fail to comply with any rule or direction of the County Road and Bridge Superintendent, made by said Superintendent under his general supervisory powers of control and supervision of county roads for the use and safety of the general public, then the Board may, at its option, immediately revoke this license.

This license is subject to the following conditions:

FIRST. The work of constructing, altering and maintaining of the Facilities shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee and under supervision of, and to satisfactorily meet the specifications of the County Road and Bridge Superintendent. Such work of construction, alteration and maintenance of the Facility shall be done in such a manner as to in no way interfere with the use, operation and maintenance by the County of Natrona of a county road for county road purposes, and in such manner as to in no way endanger the general public in use of said county road right-of-ways.

SECOND. The said Licensee shall give to the Board, through the County Road & Bridge Superintendent, at least ten days notice, in writing, before entering upon the county road right-of-way for the purpose of construction or alteration of the Facility or to make necessary repairs, except in case of genuine emergency requiring immediate repair, then in that event, the Licensee shall notify the Board, through the County Road & Bridge Superintendent, or local maintenance authority immediately enter upon the county road right-of-way and make necessary repairs. Licensee shall be responsible for any repairs necessary to road or right-of-way for 180 days after completion of construction.

THIRD. The said Licensee agrees to forever indemnify and defend the Board, their agents or employees, against and save them harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses incident hereto, arising wholly or in part from or in connection with the existence of, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use or removal of the said Facility as it pertains to county road property.

FOURTH. The Board reserves the right to use, occupy and enjoy its right-of-way for a county road and for county road purposes, in such manner and at such times as it shall desire, the same as if the instrument had not been executed by it. If any such use shall at any time necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee, at the sole expense of said Licensee, upon the demand of the Board, through the County Road & Bridge Superintendent, and neither the Board nor the County of Natrona shall be liable to the said Licensee on account thereof, or on account of any damage growing out of any use which the County of Natrona or the Board, or either of them, may make of its said right-of-way.

FIFTH. The Board shall have the right at any time to revoke this license by the giving of thirty (30) days notice in writing to the said Licensee, and at the expiration of the time limited by said notice, or upon the express revocation of this license for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the Board, through the County Road & Bridge Superintendent, remove said Facility and each and every part thereof, hereby authorized, from the premises of the county road right-of-way and leave said premises in the same condition in which they were before the installation of said Facility. Upon the refusal or failure of the Licensee so to do, the Board may remove the Facility and each and every part thereof and restore the county road right-of-way to the same condition as before the granting of this license, and the Licensee hereby agrees promptly to pay to the County of Natrona the cost of said removal of the Facilities, and each and every part thereof.

SIXTH. The County of Natrona and the Board, for the purpose of this licensee, hereby disclaims any representation or implication that it retains any title in any county road right-of-way other than a perpetual easement for road purposes for so much land as described by the instrument conveying such easement. The Licensee by these present accepts notice and agrees that any expenses or damages incurred by said Licensee as a result of this disclaimer shall be borne by said Licensee at no expense whatsoever to the Board or the County of Natrona. It shall be also understood that on Access Facility Highways, ingress and egress shall be limited to those locations as designated by the Board, or their Designated Representative, and shown on plans on file in the office of the County Road Department and County Surveyor

SEVENTH. The waiver of any breach of any of the terms or conditions of this Licensee shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such term or condition, all of which shall be and remain in full force and effect, as to the future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

EIGHTH. The said Licensee agrees to locate underground facilities when needed by the County or other users for future construction and maintenance activities. This location information will include the marking of the facility on the ground, as specified by W.S. §37-12-301 et seq., with the appropriate color and including the nature and elevation of the utility and shall be tied both horizontally and vertically, by coordinates, by a licensed land surveyor to a public land survey corner. This information shall be shown on plans created by the utility company or facility owner and a copy will be sent to the Natrona County Surveyor's Office in Casper, Wyoming. **Costs for identifying and locating the facility will be the responsibility of the utility company or facility owner on County right-of-ways.**

No official or employee of the County of Natrona, other than the Board of County Commissioners, shall have authority to waive any term or condition herein contained. Any amendments to this license agreement shall be in writing, signed by the licensee and designated representative of the county commissioners.

Date of Commencement 05-11-20
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion 06-11-20
(County Road & Bridge Superintendent must be notified within five (5) days after construction)

IN WITNESS WHEREOF, The Board of County Commissioners, has caused this license to be executed on the _____ day of _____, A.D., 19 _____.

COUNTY OF NATRONA
By Michael O. Hays 5/6/2020
Road & Bridge Superintendent
By _____
County Surveyor
By _____
Chairman of the Board of County Commissioners.

ATTEST:

County Clerk

The undersigned, the Licensee mentioned in the forgoing License, hereby accepts the same, subject to the terms and conditions contained therein.

ATTEST:

Secretary

President.

(the original instrument must be recorded in the County Clerks office by Licensee)

COUNTY OF NATRONA

APPLICATION FOR underground 2" domestic water supply line to be bored under the road.

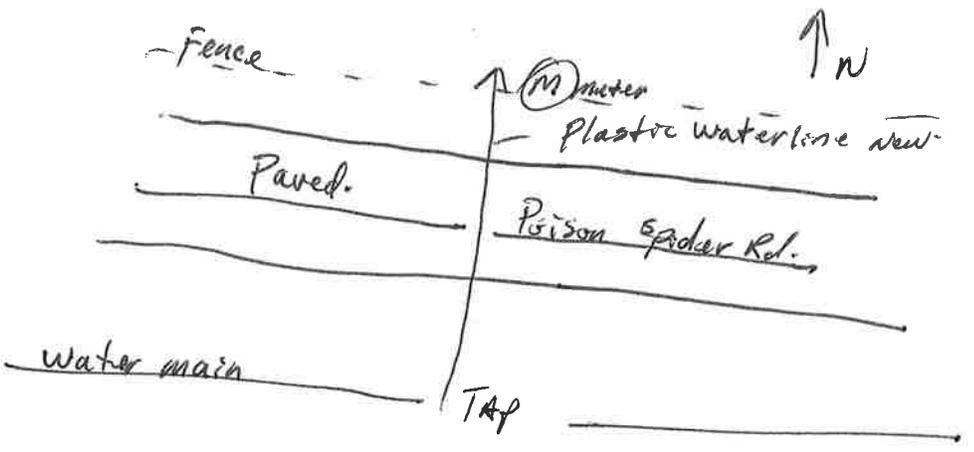
Applicant: Donald Horosillo

Address: 7808 Poison Spider Rd Phone: 307-258-2143
units 4720 Vista Way Casper WY 82601

Furnish the Following Information:

- 1) Location: Section 9, Township 33 North, Range 80 West.
- 2) County Road Designation Poison Spider Rd.
- 3) Surface of County Road _____
- 4) Soils Type where applicable _____
- 5) Reason for Application Water line
- 6) Specifications: (Attach 3 copies where applicable)
- 7) Plan: (Attach 3 copies where applicable)

SKETCH



Approved: Michelle Hodge 5/6/2020
Road and Bridge Superintendent

[Signature] 05-6-20
Applicant or Agent Date

County Engineer _____

Wyo. Reg. P.E. _____ Date

County Commissioner _____

Approval Date: _____

Completion Date: _____