

COUNCIL WORK SESSION

Tuesday, June 27, 4:30 p.m.

Casper City Hall

Council Meeting Room

AGENDA

1. County-wide Eclipse Update (Stew Anderson; Audrey Gray)
2. Joshua's Storehouse Update (Kim Perez)
3. Victim Services Presentation (Leslie Fritzler, Sgt. Mike Ogden)
4. Metro Road Extension to Evansville (Shane Porter)
5. Downtown Parking Study (Aaron Kloke)
6. Sole Source Purchases for Breathing Apparatus, Masks & Cylinders (Chief Kenneth King)
7. Sole Source Purchases for Smiths Detection Gas ID System (Chief Kenneth King)
8. Sole Source Purchase & Installation of Police Vehicle Equipment (Interim Chief Steve Schulz)
9. Council Discussion Regarding Public Comment Process at End of Council Meetings
10. City Manager Report
11. Future Agenda Review
12. Council Around the Table

June 9, 2017

TO: Honorable Mayor, and Members of the Casper City Council

FROM: Lt. Stewart Anderson, Natrona County Emergency Management
Division of the Natrona County Sheriff's Office

SUBJECT: Eclipse Update; Preparing for the Dark Side of the Moon

Meeting Type & Date

Work Session, June 27, 2017.

Recommendation

No recommendation.

Summary

All entities and emergency service agencies have been conducting planning sessions, writing contingency plans and conducting exercises in preparation for the upcoming eclipse. This will be a briefing on our contingencies, expectations, and an overview of our plans.

Financial Considerations

N/A

Oversight/Project Responsibility

Attachments

Power Point presentation.

Natrona County, Wyoming

August 18-22, 2017



A total eclipse of the Sun

Maximum Eclipse (Totality) 11:42:40

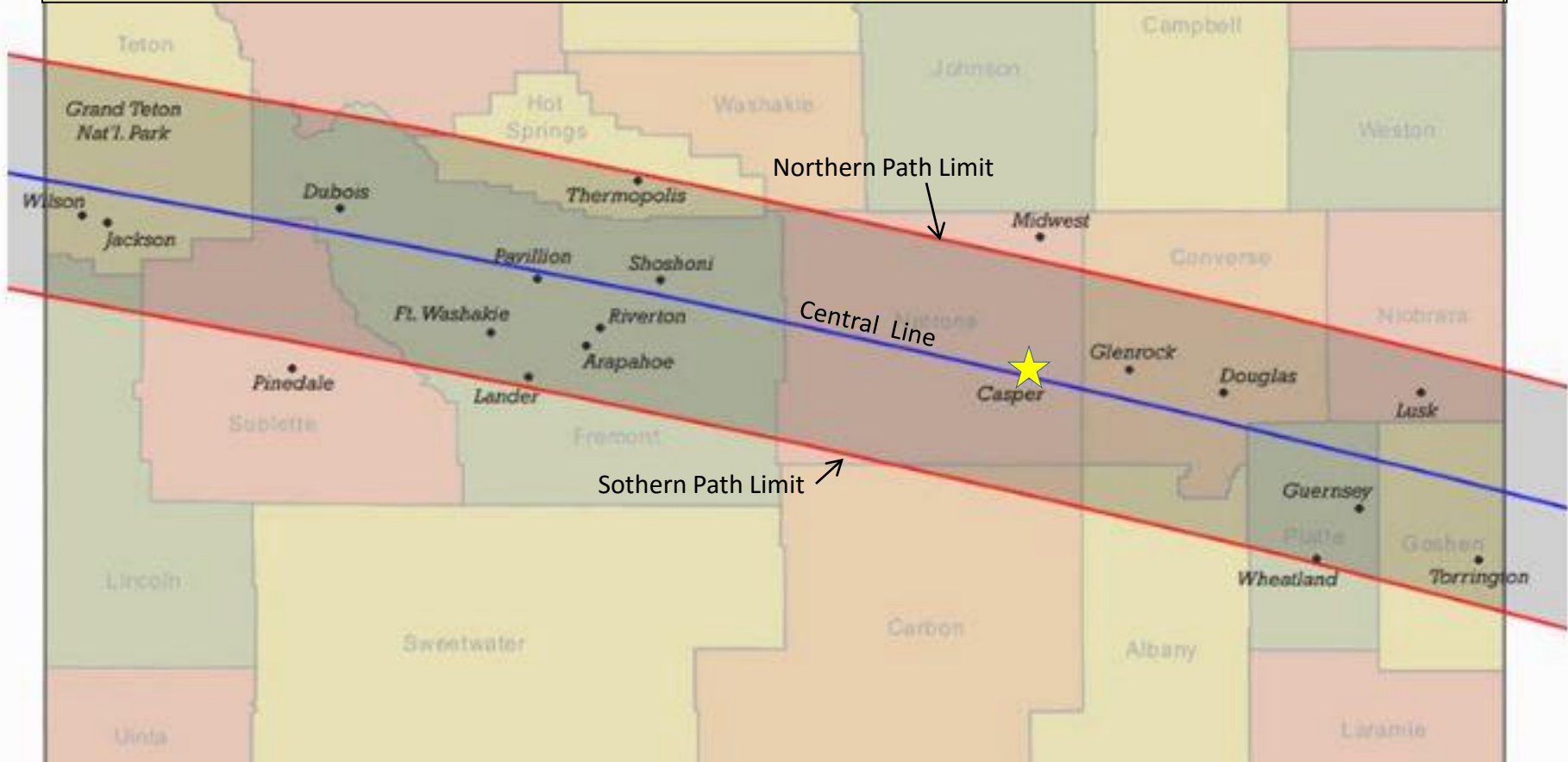
Darkness Lasts: 2 min 26 sec

Eclipse Communities in Wyoming!

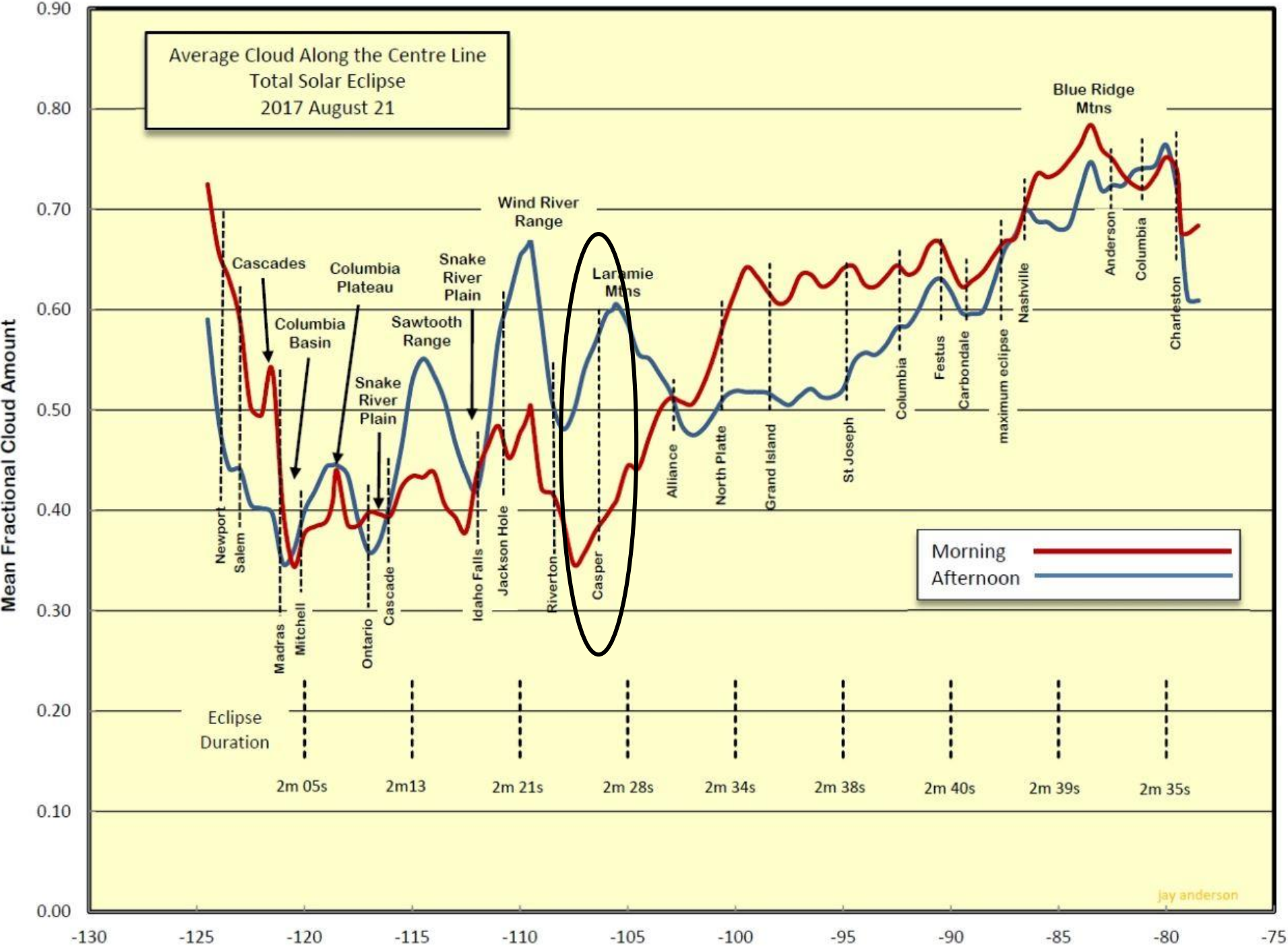
The centerline covers a distance of 365.7 miles in Wyoming, and...

You MUST be in the path shown below in order to see totality!

| | |
|-----------------------------------|--|
| Latitude: 42° 51' 60" N | Longitude: 106° 18' 47" W |
| Duration of Totality*: 2m 26s | Partial phase start: 10:22:19AM (MDT), at "1:00 o'clock" on the sun's disk |
| Totality Start*: 11:42:40AM (MDT) | |



Average Cloud Along the Centre Line
Total Solar Eclipse
2017 August 21



Morning (red line)
Afternoon (blue line)

Eclipse Duration

2m 05s 2m 13s 2m 21s 2m 28s 2m 34s 2m 38s 2m 40s 2m 39s 2m 35s

EVENTS UPDATE

- **PINK FLOYD LASER SHOW**
- **SYMPHONY IN WASHINGTON PARK**
- **DOWNTOWN FESTIVAL**
- **RODEO**
- **CHRISTIAN CONCERT**
- **RIVERFEST**

Color Guide ...

 Proposed/Rumored/Requires Follow-up

 Confirmed/Under Review for Affiliation/Looking for City/County approval

 Permitted/Affiliated/Approved

 Received Completed Affiliation Application and Check

Add a card...

Wednesday, August 16th ...

 9a-5p- ASTROCON 2017- Parkway Plaza

Add a card...

Thursday, August 17th ...

 9a-5p- ASTROCON 2017- Parkway Plaza

 PM- LIVE BANDS/FOOD/BEER GARDEN- Yellowstone Garage

 AM-PM- DIVINE TRAVELS TOURS- Varying locations

Add a card...

Friday, August 18th ...


 9a-5p- ASTROCON 2017- Parkway Plaza

  Various Times- 307 ADVENTURES JEEP TOURS- County historical and scenic areas

 PM- PINK FLOYD- Mike Lansing Field (Townsquare)

 PM- LIVE BANDS/FOOD/BEER GARDEN- Yellowstone Garage

 PM-PM- DAVID STREET EVENT- David Street Station

 3p-6p- NIC-ECLIPSE FEST- Nicolaysn Museum

Add a card...

Saturday, August 19th

9a-5p- ASTROCON 2017- Parkway Plaza

!!!!CANCELED!!!! NITRO CIRCUS- Fairgrounds

Various Times- 307 ADVENTURES JEEP TOURS- County historical and scenic areas

12p-6p- RIVERFEST & DUCK DERBY- Crossroads & Mike Lansing

AM- INSANE INFLATABLES 5K- Soccer Complex (Townsquare)

PM- CONCERT/FOOD/BEER GARDEN Yellowstone Garage

AM-PM- DAVID STREET EVENT- Davit Street Station

AM-PM- WYOCAMERAS PHOTO FESTIVAL- 2nd Street

Add a card...

Sunday, August 20th

9a-5p- ASTROCON 2017- Parkway Plaza

Various Times- 307 ADVENTURES JEEP TOURS- County historical and scenic areas

PM-PM- IRA FLATO- Casper College

PM- CONCERT/FOOD/BEER GARDEN Yellowstone Garage

AM-PM- DAVID STREET EVENT- Davit Street Station

5pm- 10pm WYOMING SYMPHONY CONCERT- Washington Park

PM- LIVE BANDS/FOOD TRUCKS- Yellowstone Garage

AM-PM- DIVINE TRAVELS TOURS- Varying locations

Add a card...

Monday, August 21st

AM-PM- DAVID STREET EVENT- Davit Street Station

PM- MICHAEL ISREAL- Fairgrounds indoor arena

AM-PM- GOLF TOURNAMENT- Casper Municipal Course

6a-3p- EXPLORATORIUM/NASA LIVE STREAM- TBD

Backwards

Add a card...

Affiliated Activities NOT "Outside of typical Business Model" Daily/Listing Business/No Additional Approval Needed

Natrona County Public Library

Add a card...

ACCOMODATION UPDATE

- **ALL HOTELS SOLD OUT WITH FEW EXCEPTIONS ON SURROUNDING DATES**
- **HOTELS SOUTH TO COLO SPNGS MOSTLY FULL.**
- **HOTELS NORTH TO BILLINGS FULL**
- **MOST CAMPING AREAS IN CITY TAKEN. COUNTY'S ARE FULL**
- **PRIVATE CAMP GROUNDS**
- **BUSSED DAY TRIPPERS**

COMMAND SYSTEM

- **UNIFIED**
- **AGENCIES/DISCIPLINE (ESF)**
- **CS/GS POSITIONS**
- **OVERALL I.A.P. OBJECTIVES**

LOGISTICS

- **MEDICAL/HEALTH**
- **LAW**
- **FIRE**
- **TRAFFIC CONTROL**
- **VIEWING AREAS**

LOGISTICS CONT.

- **DISPATCH**
- **CAMPING AREAS**
- **HOUSING/FEEDING**
- **AIRPORT: GENERAL AVIATION GETTING FULL (PARKING ON RAMPS)**
- **AIRPORT TEMPORARY CLOSURE**

CONTINGENCIES

- **TRAFFIC BLOCKAGE/ROADS/DRIVEWAYS ETC**
- **SURGE IN MEDICAL CALLS. TYPES**
- **SEVERE WEATHER**
- **OVERWHELMED WYOLINK AND CELLULAR**
- **WILD FIRES (DRY AND WINDY)**
- **CRASHES**
- **TERRORISTIC TYPE THREATS/INCIDENTS**
- **LANGUAGE BARRIERS**

CONTINGENCIES CONT.

- **WEATHER IN DIFFERENT PARTS OF COUNTY**
- **WEATHER IN OTHER COUNTIES**
- **VISITORS NOT FAMILIAR WITH AREA,
WEATHER, ROADS, ETC.**
- **USE OF RIVER AND LAKES**

TACTICS

- **WALKING/BIKE PATROLS**
- **MEDICAL/FIRST AID STATIONS?**
- **FIRE PATROLS**
- **PRE POSITIONED AMBULANCES**
- **WATERING STATIONS**

TACTICS CONT.

- **TRIAGE CALLS**
- **CALLING A “SNOW DAY” PROCEDURE FOR CRASHES**
- **EXERCISES!**
- **SPECIALIZED/EXTRA SUPPLIES/EQUIPMENT**

ESF GROUPS

- **ESF #1 TRANSPORTATION**
- **ESF #2 COMMUNICATIONS**
- **ESF # 4 FIREFIGHTING**
- **ESF #5 EMERGENCY MANAGEMENT**
- **ESF #6 MASS CARE, EMERGENCY ASSISTANCE, HOUSING AND HUMAN SERVICES**
- **ESF#8 PUBLIC HEALTH AND MEDICAL SERVICES**
- **ESF#13 PUBLIC SAFETY AND SECURITY**
- **EST #15 EXTERNAL AFFAIRS**



QUESTIONS???

LT. STEWART ANDERSON

NATRONA COUNTY EMERGENCY MANAGEMENT

ANDERSOS@NATRONACOUNTY-WY.GOV

307-235-9205

June 20, 2017

TO: Honorable Mayor, and Members of the Casper City Council
FROM: Kim Perez, Director, Joshua's Storehouse
SUBJECT: Joshua's Storehouse Update

Meeting Type & Date

Work Session, June 27, 2017

Recommendation

No recommendation – informational purposes only.

Summary

An update will be given to Council regarding Joshua's Storehouse.

Financial Considerations

N/A

Oversight/Project Responsibility

Kim Perez, Director, Joshua's Storehouse

Attachments

Power Point presentation at work session.

June 20, 2017

TO: Honorable Mayor, and Members of the Casper City Council

FROM: Leslie Fritzler, Casper Police Department
Sgt. Mike Ogden

SUBJECT: Victim Services Unit

Meeting Type & Date

Work Session, June 27, 2017.

Recommendation

No Recommendation.

Summary

We will be updating City Council on the services offered by the Casper Police Department Victim Services Unit and update information regarding the Enhancing Law Enforcement Response to Victims (ELERV) Grant.

Financial Considerations

N/A

Oversight/Project Responsibility

Leslie Fritzler, Casper Police Department.

Attachments

Power Point presentation.

Victim Services

Casper Police Department

Leslie Fritzler

Victim Specialist

Victim Services Mission Statement

- ▶ **The mission of the Casper Police Department Victim Services Program is to provide assistance to all victims of crime through crisis intervention, community referrals, and other support services necessary to expedite recovery and healing. Services are provided for individuals and families who are survivors of crisis situations where a traumatic event has had an effect on the quality of their lives.**



Casper Police Department Victim Services

- ▶ **Operate on a grant from the Division of Victim Services, under the Attorney General's Office**
- ▶ **VOCA and VAWA Funds**
- ▶ **Approximately \$87,000 per year**
- ▶ **Salary of one staff member**
- ▶ **Training of staff and volunteers- too include officers. Attend at least one national victim conference per year as well as regional trainings**
- ▶ **Brochures and outreach material**
- ▶ **Emergency Funds for victims**
- ▶ **Sexual Assault required funding- Start By Believing**
- ▶ **Campaign materials for SAAM and DVAM**
- ▶ **Office Supplies**
- ▶ **Advocate recruitment and training**



Services Provided:

Victim Services Response Unit:

- ▶ Victim Services has a 24 hour crisis response unit
- ▶ Operates under a team of volunteer advocates as well as CPD Victim Services Staff
- ▶ Goal is to provide crisis intervention to victim at the scene.
- ▶ Advocates can assist officers in calming the victim, collecting information and helping victims as needed.
- ▶ Advocates provide emergency shelter, assist in death notification/post suicide services, provide information on resources and referrals to community partners and provide information for Victim Service Staff for follow up contact.

Services Provided:

Victim Services Response Unit:

- ▶ **Domestic Violence**
 - ▶ **Sexual Assault**
 - ▶ **Child Abuse**
 - ▶ **Victims of Drunk Drivers**
 - ▶ **Survivors of Homicide**
 - ▶ **Survivors of Suicide**
 - ▶ **All Victims of Violent Crime**
 - ▶ **Elderly Crime Victims**
 - ▶ **Physically Handicapped Victims of Violent Crime**
 - ▶ **Injured or Distraught Victims**
 - ▶ **S.I.D.S. Deaths**
 - ▶ **Any Type of Death**
- ▶ **Protection Orders**
 - ▶ **Threat Assessments**
 - ▶ Family Violence Protection Orders
 - ▶ Stalking Orders
 - ▶ Sexual Assault Protection Orders
 - ▶ **Court Advocacy**
 - ▶ **Victims Compensation**
 - ▶ **Needs Assessment:**
 - ▶ Counseling referrals
 - ▶ Housing referrals
 - ▶ Employment
 - ▶ Low Income Assistance

Victim Services Unit

▶ Protection Orders

▶ Threat Assessments

- ▶ Family Violence Protection Orders
- ▶ Stalking Orders
- ▶ Sexual Assault Protection Orders

▶ Court Advocacy

▶ Victims Compensation

▶ Needs Assessment:

- ▶ Counseling referrals
- ▶ Housing referrals
- ▶ Employment
- ▶ Low Income Assistance

▶ Victim Notification of Bill of Rights



Volunteer Advocates:

- ▶ 11 Volunteer Advocates
- ▶ 40 hours of training from the Office Of Crime
- ▶ Quarterly training and meetings
- ▶ Two advocates on call daily, plus a supervisor
- ▶ Volunteer Hours on call: 11,000 for FY 2017
- ▶ Direct Service Hours: over 400
- ▶ Volunteers assist with other community events/ promotions and attend training conference:
 - ▶ Violence Prevention, Suicide Prevention and Restorative Justice, Serve Wyoming Volunteer Fair, Women's Expo, and CC 5k run.



Victim Services Unit

- ▶ Total number of primary victims: 510
 - ▶ Sexual Assault victims: 12
 - ▶ Domestic Violence: 156
 - ▶ Kidnapping: 3
 - ▶ Child Sexual Assault: 20
 - ▶ Child Physical Abuse: 3
 - ▶ Assault: 38
 - ▶ Stalking: 23
 - ▶ Suicide: 13
 - ▶ Property Offenses: 148
 - ▶ Non-criminal (death): 59

Victim Services Unit

- ▶ Crisis Response: 221
- ▶ Compensation Applications: 65
- ▶ Assisted Protection Orders: 49
 - ▶ Completed Protection Orders: 25
- ▶ Assisted Stalking Orders: 22
 - ▶ Completed Stalking Orders: 11
- ▶ Emergency Financial Assistance: \$1400
- ▶ May 2017 Audit: Division of Victim Services, Attorney General's Office

Victim Services Community Partnerships

- ▶ Domestic Violence Awareness Month: DV Pins for officers, partnered with Frontier Middle School, DFS raising \$300 for SHC. Media campaign and DV proclamation with other VS agencies.
- ▶ Sexual Assault Awareness Month: SA ribbons for officers, partnered with WMC and White's Mountain Motors for Start By Believing Campaign, Walk In Her Shoe at Eastridge Mall, and Casper College 5k run.
- ▶ Victims Rights Week, recognized volunteer advocates with NCSO, NCDA and SHC.
- ▶ Quarterly meetings with SART.
- ▶ Monthly meeting with NC victim service providers.
- ▶ Other partnering events: Primrose, Joshua's Storehouse, WDOC- P&P, Suicide Response Unit, Shop with a Cop and Restorative Justice.

Enhancing Law Enforcement Response to Victims

- ▶ Received Results of four surveys: Internal, Community, Community Partners and Focus Group
- ▶ Received Partial Recommendations from the IACP → Full recommendations by the end of the month.
- ▶ IACP Site Visit
- ▶ Implementation Phase
- ▶ Developing Training Plan
- ▶ Reviewing Policy and Protocols
- ▶ Completing the Implementation of a soft room
- ▶ Design VS Logo



Victim Service Conclusion:

- ▶ Servicing nearly 500 victims per year,
- ▶ Partnering with several community partners,
- ▶ Active in community events,
- ▶ Dedicated to staff and volunteer developed with continued training,
- ▶ Seeking out best practices for victim centered services and policing,
- ▶ Long Range goals for staff and volunteer growth.

Victim Services Unit



June 19, 2017

MEMO TO: Liz Becher, Interim City Manager

FROM: Craig Collins, AICP, City Planner
Aaron Kloke, Planner I
Sgt. Scott Jones, Casper Police Department

SUBJECT: Casper Parking Requirements and Management

Meeting Type & Date: Regular Council Work Session, June 27, 2017.

Action Type: Information Only

Recommendation: That Council provide City staff with direction regarding the commissioning of a study to review parking regulations and management in downtown and the Old Yellowstone District (OYD) and/or throughout all of Casper.

Summary: **Background and Analysis** – Based on national figures, it is estimated that there are between 3 and 8 parking spaces for every vehicle in Casper. Yet, the most recent 2000 Downtown Parking & Traffic Study relayed that citizens felt there were not enough parking spaces in the downtown. This seeming contradiction and the parking related challenges that Casper faces is not uncommon.

Casper sees two (2) parking-related issues: 1.) Outdated parking regulations and minimum standards for most zoning districts based on older models of transportation and a one size fits all approach. 2.) Perceived lack of parking or mismanaged parking in the Casper urban center.

Today, parking requirements are regulated through Section 17.12.070 and 17.12.080 of the Casper Municipal Code. All zoning districts, except the Old Yellowstone District Form Based Code and C-3 (Central Business), have minimum parking regulations for residential and commercial use based on land use and size of the development. These zoning districts are regulated by minimum parking requirements. For example, a restaurant, bar, or lounge requires 9.08 parking spaces per one thousand (1,000) gross square feet of leasable area.

These minimum parking requirements are based on Institute of Transportation Engineers (ITE) generated numbers included in the ITE Parking Generation Report. The ITE parking requirement suggestions are based on surveys of peak parking occupancy for different types of land uses. These surveys take place in suburban developments with isolated single land uses (as opposed to mixed use developments) and free parking, with the objective to count the number of vehicles parking at the time of peak parking demand. Of the 106 land uses reported in the latest edition of the ITE Parking Generation Report, over half are based on four or fewer surveys. The ITE Parking Generation Report itself cautions that “users of this report should exercise caution when

utilizing data that are based on small numbers of data points...” and even states “this informational report does not provide authoritative findings, recommendations, or standards on parking demand.” Overall, we have based our minimum parking regulations on standards that may not apply to our neighborhoods and admittedly are not fully researched. This has led to an oversupply of parking for a variety of developments such as big box stores and the Eastridge Mall, and an undersupply of parking for others, such as many restaurants within Casper. The result is a lost tax base as developable land must go towards parking, the sprawling of developments on the edge of town, and an overall mismanagement of parking and land.

Minimum parking requirements for commercial uses were removed from the C-3 (Central Business) zoning district in 2007. Likewise, the minimum parking requirements for commercial uses were removed from the Old Yellowstone District Form Based Code in May of this year. Today, these two zoning districts within our urban center only have limited parking requirements for residential uses and schools. These policy changes took place for the purpose of encouraging infill development, maintaining the dense built environment of a typical urban center, and minimizing any incentive to destroy viable buildings for the construction of a parking lot.

At this time the Metropolitan Planning Organization (MPO) Technical and Policy Committees have agreed to dedicate funds toward studying parking solutions in FY 2018. While parking may initially seem outside the scope of the MPO, the parking in Casper finds itself at the nexus of transportation and land use and is one piece of the puzzle when considering overall connectivity and accessibility throughout our neighborhoods.

With MPO resources available, several options exist to tackle these two issues. As Casper continues to grow and the Old Yellowstone District and downtown continue to see investment, a demand for parking will grow. Balancing this demand with the development goals of our urban center may require further study of best practices in management of parking and overall public spaces, and identifying future demands. Furthermore, we know that our parking regulations and minimum requirements may be outdated or inaccurate based on Casper’s true demand for parking throughout the entire city. An understanding of how to balance parking regulations with demand may be required to achieve many of the future goals of the city. The parking issues facing our urban center appear to be more imminent at this time. To put it simply, we can approach parking in three ways: 1.) A focus on parking management downtown and in the Old Yellowstone District, 2.) a focus on parking regulations and minimum parking standards, or 3.) a citywide focus on all of the above.

Outcomes of a potential study may vary depending on the issues identified and the goals of our community. Possible solutions in downtown may include pricing schemes for parking, such as metered on-street parking based on demand and free parking in the parking garage, or more efficient monitoring of parking violations, or identifying locations for future parking assets. Possible solutions for citywide parking may include revision of minimum parking requirements or the elimination of minimum requirements entirely, guidelines for shared parking, or rethinking

how we design our streets to incorporate more on-street parking and the use of said on-street parking.

At the center of Casper’s parking issues is the question of how we balance land uses for automobiles and pedestrians, commercial and residential development, and the design, effectiveness, and accessibility of our overall transportation system. A deliberate and comprehensive approach to parking can result in a more efficient use of our land and meet the needs and goals of a growing Casper.

Previous Council/Commission/Board Actions – On April 5th, members of Council joined the Planning & Zoning Commission, Planning staff, and Police staff for a webinar regarding parking management and regulation reform.

Communication Efforts – N/A.

Financial Considerations: \$80,000 was identified by the Casper Area MPO to be used for parking related studies in FY 2018.

Oversight/Project Responsibility: Planning Department and Police Department

Attachments: None

June 5, 2017

MEMO TO: Liz Becher, Interim City Manager
FROM: Kenneth S. King, Fire Chief *K. King*
SUBJECT: Authorizing the Sole Source Purchase of Ten (10) Avon Deltair Self-Contained Breathing Apparatus (SCBA), Four (4) SCBA Masks, and Nineteen (19) One-hour SCBA Cylinders

Meeting Type & Date

Work Session
06/27/2017

Action Type

Direction to move forward with sole source purchase.

Recommendation

That Council, by resolution, authorizes the purchase of Ten (10) Avon Deltair Self-Contained Breathing Apparatus (SCBA), Four (4) SCBA Masks, and Nineteen (19) One-hour SCBA Cylinders.

Summary

The Fire-EMS Department uses Avon Deltair SCBA for our normal operations. All Fire-EMS Department apparatus are equipped with Avon Deltair SCBA. The Fire-EMS Department operates the State of Wyoming's Office of Homeland Security Regional Response Team II (RRTII). ISI Viking SCBA are currently in operation for RRTII. Replacing the current Viking SCBA with Avon Deltair SCBA allows for firefighters to use the same equipment on regional response assignments as they do in their daily operations in the City of Casper. It is our belief that this standardization of critical life safety equipment yields safer operations in hazardous environments.

In addition to the ten (10) SCBA, four (4) SCBA masks and nineteen (19) cylinders will also be purchased. Each member of the Fire-EMS department is issued their own SCBA mask, but having four (4) masks with the regional response equipment will be available for use by law enforcement or other outside agencies. SCBA cylinders have a service life of fifteen years. Purchasing nineteen (19) cylinders allows us to replace current cylinders which are nearing the end of their service life.

Financial Considerations

The cost of this purchase is \$59,828.00 of the awarded Wyoming Department of Homeland Security Grant number 422.

Oversight/Project Responsibility

Daniel S. Griswold, Division Chief – Operations, Fire-EMS

June 05, 2017

MEMO TO: Liz Becher, Interim City Manager
FROM: Kenneth S. King, Fire Chief *K. King*
Daniel S. Griswold, Fire Division Chief – Operations
SUBJECT: Authorizing the Sole Source Purchase of One (1) Smith Detection GasID System

Meeting Type & Date

Work Session
06/27/2017

Action Type

Direction to move forward with sole source purchase.

Recommendation

That Council, by resolution, authorizes the purchase of one (1) Smiths Detection GasID System.

Summary

The Fire-EMS Department operates the State of Wyoming's Office of Homeland Security Regional Response Team II (RRTII). Regional Response Team II has been awarded Wyoming Office of Homeland Security (WOHS) grant funding for the purchase of a Smiths Detection GasID chemical identifier system. The GasID analyzes an unknown gas or vapor and compares the results against a library of 5500 known gases and vapors for identification.

The Wyoming Office of Homeland Security supports the purchase of Smiths Detection units. Wyoming Regional Response Teams, including Casper's RRTII, also utilize Smiths Detection's HazMatID Elite. The HazMatID Elite analyzes solids and liquids in a similar fashion the requested GasID gases and vapors. Regional Response Team II's HazMatID Elite was purchased in 2015 on the grounds then WOHS Operations Chief, Kim Lee, affirmed the purchase of a Smiths Detection units in order to remain consistent and redundant with the other Regional Response Teams. Purchasing another Smiths Detection unit allows for the same operating system and user interface as our current Smiths Detection unit and other Smiths Detection units across the State.

Financial Considerations

The cost of this purchase is \$68,395.00 of the awarded Wyoming Department of Homeland Security Grant number 422.

Oversight/Project Responsibility

Daniel S. Griswold, Division Chief – Operations, Fire-EMS

June 5, 2017

MEMO TO: Liz Becher, Interim City Manager

FROM: Steve Schulz, Interim Chief of Police *SS*
Robin Tuma, Fleet Coordinator *RT*

SUBJECT: Agreement for Purchase and Installation of Equipment in Police Vehicles

Meeting Type and Date:

Work Session, June 27th

Action Type:

Direction to move forward with sole source purchase for inclusion in the current budget

Recommendation:

That Council, by resolution, authorize an agreement with Communication Technologies, Inc. ("ComTech") of Casper, Wyoming, in the amount of Thirty Two Thousand Two Hundred Twenty Seven and 25/100 Dollars (\$32,227.25) for the purchase and installation of police vehicle equipment and accessories in two (5) new 2017 Ford Interceptor SUVs.

Summary:

Currently, the Casper Police Department has purchased five (5) new Ford 2017 Police Interceptor SUVs for replacement of existing fleet. These vehicles require upgrade and installation of emergency response equipment and special wiring along with computer and video systems (Coban).

Communication Technologies is a local installer, and is the only installer certified to install the Coban system currently being used in the Casper Police vehicles. This company is also certified to install the Motorola radio in the police vehicles and warranty all their work. Communication Technologies has installed the equipment for the past seven (7) years and we have established a solid working relationship with this local company.

The next closest installer for these two systems is WAC Equipment located in Greeley, Colorado. If we used this company, equipment for the vehicle install, along with the vehicle itself would need to be shipped or transported to Colorado for installation. If an equipment problem occurred, the vehicle would need to go back to Colorado at least until the warranty expired. Communication Technologies is local and would save down time, shipping expense and would also benefit the local economy.

Financial Considerations:

Funding for this purchase will come from Optional One Cent Sales Tax allocated to Police Fleet Replacement.

Oversight/Project Responsibility:

Robin Tuma, the Police Department's Fleet Manager, will oversee the project and communicate directly with Interim Chief Schulz regarding the status and completion of the purchase and installation.

Attachments:

The contract for Professional Services and a resolution have been prepared for Council's consideration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE
AND INSTALLATION OF EQUIPMENT FOR THE
2017 FORD INTERCEPTOR SUVs

WHEREAS, the Casper Police Department desires professional services to purchase and install the required equipment in the five (5) 2017 Ford Interceptor SUVs, which must be equipped for use as a marked SUVs to match the existing fleet.

WHEREAS, Communications Technologies, Inc. located in Mills, Wyoming, is willing and able to provide such a service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Communication Technologies, Inc. for professional services to install the required equipment in the 2017 Ford Interceptor SUVs.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make payment for services under the contract, in an amount not to exceed Thirty Two Thousand Two Hundred Twenty Seven and 25/100 Dollars (\$32,227.25).

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of _____, 2017, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. Communication Technologies, Inc., 189 Progress Circle, Mills, Wyoming, 82644 ("Contractor").

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

RECITALS

A. The City is undertaking a project to purchase five (5) new 2017 Ford Interceptor SUVs that must be equipped for use as marked Police SUVs.

B. The project requires professional services for the purchase and installation of the required equipment to match the existing fleet.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

A. Provide and install all items listed in Attachment A, along with any items provided by the City, to be installed on the five (5) above mentioned vehicles.

B. All work will be done in a workmanlike manner according to standard practices performed by Communication Technologies Inc. as previously required for a marked Police SUV equipment installation for the City.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed within a period which may reasonably be required for the completion of the project, including extra work and required extension thereof, but no later than fourteen (14) days after the delivery of the last vehicle by City.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed Thirty Two Thousand Two Hundred Twenty Seven Dollars and Twenty Five Cents (\$32,227.25).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

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

APPROVED AS TO FORM:

Walter Tremblay

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Kenyne Humphrey
Mayor

WITNESS

CONTRACTOR
Communication Technologies, Inc.

By: Robin Tuma

By: Jim Salazar

Printed Name: ROBIN TUMA

Printed Name: Jim Salazar

Title: Police Fleet Manager

Title: Shop Manager

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. 11.1 **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty

Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

ATTACHMENT A

Communication Technologies Inc.

189 Progress Circle, Mills, WY 82644 Phone: 307-232-8870 Fax: 307-265-6578

Date: 03/30/17

**Business Name: Casper Police
Department**

Contact Person: Robin Tuma

Address:

City:

Phone:

Quote No.

| PART # | DESCRIPTION | Quantity | Price | Total |
|--------------|---|----------|--------|------------|
| ENFSSS4BRW | NFORCE SINGLE SURFACE MOUNT LIGHT, BLACK HOUSING, TRI COLOR | 10 | 136.25 | 1362.5 |
| EMPS2STS5RBW | MPOWER LIGHT W/STUD MOUNT TRI COLOR | 10 | 130 | 1300 |
| PMP2BKDG AJ | DECK/GRILL ADJUSTABLE BRACKET | 10 | 8.75 | 87.5 |
| UTL6-RB | MEGA THIN SURFACE R/B | 10 | 105.00 | \$1,050.00 |
| ENT2B3D | MIRROR LED RED/WHITE | 5 | 180.00 | \$900.00 |
| ENT2B3E | MIRROR LED BLUE/WHITE | 5 | 180.00 | \$900.00 |
| ELUC2S010J | R/B INSERTS | 10 | 80.00 | \$800.00 |
| CW0411 | 11.8 INTERIOR LED COMPARTMENT LIGHT W/SWITCH | 5 | 101.00 | \$505.00 |
| 4253816 | MAGNETIC MIC CLIP | 5 | 34.95 | \$174.75 |
| 906-0191A | LT6600 MOUNTING KIT FOR FORD EXPLORER 2011 | 1 | 125.00 | \$125.00 |
| 906-0120B | COBAN SIDE MOUNT FOR VMDT IN VEHICLE COMPUTER | 1 | 425.00 | \$425.00 |
| DRCS100 | 100 WATT SPEAKER | 5 | 185.00 | \$925.00 |
| 488756 | 806-866 ANTENNA | 5 | 28.00 | \$140.00 |
| 307611 | 698-960 MHZ ANTENNA | 5 | 36.00 | \$180.00 |
| 90942 | COAX | 5 | 19.00 | \$95.00 |
| 453440 | LARSON 0-6000MHZ 3/4" MOUNT RG58 | 5 | 22.00 | \$110.00 |
| 361057 | BOSCH RELAY | 5 | 12.00 | \$60.00 |
| MRCB150 | 150 AMP RESETTABLE | 15 | 30.00 | \$450.00 |
| 1EZ99 | 14 PIN RELAY | 5 | 47.00 | \$235.00 |
| CUSTOM | CUSTOM WIRE HARNESS | 5 | 225.00 | \$1,125.00 |
| PDU09 | POWER DISTRIBUTION | 5 | 312.50 | \$1,562.50 |

| | | | | |
|---------------|--|---|--------------|--------------------|
| 46096 | J CASE FUSE MODULE | 5 | 15.00 | \$75.00 |
| VIP | VIP CABLE | 5 | 33.00 | \$165.00 |
| PRE WIRE | PRE WIRE FOR SECONDARY BATTERY | 5 | 45.00 | \$225.00 |
| INSTALL | INSTALLATION OF A NEW COMPLETE CASPER PD INSTALL | 5 | 4000.00 | \$20,000.00 |
| EST. SHIPPING | ESTIMATED SHIPPING | 5 | 150.00 | \$750.00 |
| MISC | MISC PARTS | 5 | 250.00 | \$1,250.00 |
| | QUOTE IS GOOD FOR 60 DAYS | | | \$0.00 |
| | LORI KLINE | | TOTAL | \$32,227.25 |

**Communication Technologies
307-232-8870**

ATTACHMENT A

Communication Technologies Inc.

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LORI KLINE
Communication Technologies
307-232-8870