

PRE-MEETING AGENDA



Casper City Council
City Hall, Council Meeting Room
Tuesday, September 15, 2020, 5:30 p.m.

Please silence cell phones during the City Council meeting.

COVID-19 precautions are in effect at Council meetings. All Council meetings including Work Sessions are held in Chambers. Entrance to the meetings is the east door off David Street. Upon entry you will be asked to sign-in for contact tracing purposes. Face coverings are encouraged. Seating has been gridded into six feet distances. Seating capacity for the public is fifteen seats. Media will be given priority for seating. Public input via email is encouraged: CouncilComments@casperwy.gov

	Presentation	Allotted	Beginning Time
1.	CALEA Contract	10 min	5:30
2.	Mike Lansing Lease	10 min	5:40
3.	Agenda Review	5 min	5:50
	Approximate Ending Time		5:55

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

September 11, 2020

MEMO TO: J. Carter Napier, City Manager *JA*
FROM: Keith McPheeters, Police Chief *KMP 307*
SUBJECT: CALEA Accreditation Manager Opportunity

Meeting Date and Type:

Pre-Meeting
September 15, 2020

Action Type:

Move forward for approval.

Recommendation:

That Council review the information regarding the contractual services of a known, nationally recognized expert in CALEA Accreditation to assist the Casper Police Department in achieving and maintaining accredited status and move it forward for approval.

Summary:

Recently, the Casper Police Department embarked on the process of accreditation with the Commission on Accreditation for Law Enforcement Agencies (CALEA). To be successful, the initial accreditation process requires intimate knowledge of the accreditation process, the formal CALEA assessment and verification procedures, and the integration of accreditation standards into the policies and procedures of the Department. Traditionally, this is accomplished through a dedicated FTE bearing the title of Accreditation Manager.

Currently, other than the Chief of Police, there is no one in the organization familiar with the process and all manager level positions are already fully occupied with equally critical oversight responsibilities and other assigned goals.

Christi Asbe is a CALEA certified Accreditation Manager and a highly experienced CALEA Gold Standard Assessor who has conducted multitudes of on-site and remote assessment processes for agencies across the nation. Mrs. Asbe has personal experience with the initial accreditation process as well as the best practices necessary for successful accreditation maintenance. Mrs. Asbe has been instrumental in both the Farmington, NM Police Department and Riley County, KS Sheriff's Office in achieving the highest level of accredited status: Advanced Accreditation with Excellence via the Gold Standard Process. Most recently, she has accomplished the initial accredited status of the Kansas Highway Patrol as well as the KHP Training Academy. In just a few weeks, when KHP Communications receives its accreditation award, her agency will become only the 3rd state agency in the nation to have ever achieved the coveted Tri-Arc Award. She is an accomplished and nationally recognized expert in the world of CALEA Accreditation.

Rather than currently filling the Accreditation Manager position with a potentially inexperienced Accreditation Manager, the Casper Police Department has entered into discussions with Christi Asbe to contractually assist the department in preparing for initial accreditation. Much of this work can be done remotely via the Accreditation functions of PowerDMS, the software by which the Department manages its policies and procedures and through which the CALEA process is accomplished. She would also assist with on-site evaluations and preparatory efforts.

Under this proposed agreement, with Mrs. Asbe's assistance, it is anticipated that the Casper Police Department would achieve initial accreditation in only 12-18 months, far faster than the full 36 months usually needed to achieve this distinction.

It is the opinion of the Casper Police Department that this opportunity represents significant fiscal savings and will greatly accelerate the Department's understanding and implementation of CALEA Accreditation. Further, through Mrs. Asbe's efforts in assisting the Department to achieve initial accreditation, the staff and employees will be more adequately prepared, through hand's-on experience, to potentially maintain accredited status without the traditional Accreditation Manager FTE, through collateral assignment responsibilities of existing personnel who would now be familiar with the process and CALEA standards.

It is the belief of the Casper Police Department that this opportunity will help the Department quickly achieve initial accreditation and place it on the right path to accelerate our attempt to achieve Advanced Accreditation, whereupon an actual Accreditation Manager FTE position will be a requirement to achieve such a lofty goal.

Financial Considerations:

The Department plans to use traditional salary savings from unfilled, authorized positions to pay for the contractual services of Mrs. Asbe.

Oversight/Project Responsibility:

Captain Steve Schulz and Lieutenant Jeremy Tremel.

Attachments:

Proposed Contract between Christi Asbe and the Casper Police Department.

**CONTRACT FOR PROFESSIONAL SERVICES
PART I - AGREEMENT**

This Contract for Professional Services (“Contract”) is entered into on this _____ day of _____, 2020, 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. Christi S. Asbe, 2802 Lakeview Terrace, Milford, Kansas, 66514 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

RECITALS

A. The City is undertaking a project to enlist the services of the Consultant, to assist the Casper Police Department become accredited by the Commission on Accreditation for Law Enforcement Agencies (CALEA).

B. The project requires professional services for assistance, education and evaluation to obtain CALEA accreditation and the maintenance of such accreditation.

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

D. The City desires to retain the Consultant 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 Consultant shall perform the following services in connection with and respecting the project:

a. To obtain and manage CALEA law enforcement tier 1 (LE1) accreditation on or before November 1, 2021.

i. Manage the agencies national accreditation process to include ensuring compliance with standards and required training,

ii. Works with department personnel and command staff when reviewing department policy and procedures to ensure compliance with CALEA, legislative mandates and judicial rulings,

iii. Directs and coordinates accreditation work groups to complete accreditation goals,

iv. Drafts written directives,

- v. Directs and coordinates data collecting projects to achieve accreditation goals.
- vi. Maintains accreditation files via the PowerDMS software,
- vii. Communicates regularly with agency personnel, and others to identify needs and report progress on accreditation effort,
- viii. Identifies and verifies compliance with established law enforcement standards, correcting any noted deficiencies through policy, training or other administrative measures; reviews standards and ensures the department remains in compliance; stays abreast of all aspects of the accreditation process to include proposed changes or amendments to the standards, and assess the impact of changes on current policies and procedures.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30 day of November, 2021.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated at an hourly rate of \$35.00, for services performed in accordance with paragraph 1, not to exceed a lump sum of Thirty Five Thousand and 00/100 Dollars (\$35,000.00), not including travel expenses. The city will provide reimbursement for travel in the event a site visit is warranted. Reimbursable travel expense will include, hourly rate for drive time or time spent in-flight, flight, mileage, lodging and meals.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant 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 Consultant 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 Consultant pursuant to this Contract.

The Consultant agrees to invoice the City of Casper Police Department on or about the 1st and 15th day of each month for hours not to exceed 40 hours per invoice.

5. TERMS AND CONDITIONS:

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

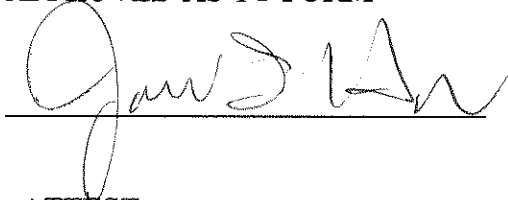
6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, 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 Consultant's authorized representatives.

The City and the Consultant 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



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

J. Carter Napier
City Manager

WITNESS

CONSULTANT
Christi Asbe

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

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 Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant 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 Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Consultant 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 Consultant 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 Consultant 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 Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure 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 Consultant 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 Consultant 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 Consultant 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 Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant 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 Consultant 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 Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Consultant 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 Consultant represents that she 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 Consultant, or under her supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Consultant 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 Consultant, its Subconsultants, 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 (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). 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 Consultant 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. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Consultant's profession, 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 Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. 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. *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.

2. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: 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 Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

3. *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.

4. *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 five (5) years after completion of the contract of work*. However, Consultant'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 Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years after completion of contract work and at all times thereafter until the applicable statute of limitations runs*.

5. *Verification of Coverage*

Consultant shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. 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 Consultant'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.

6. *Subconsultants*

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

7. *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. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insureds 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, fault or willful and wanton conduct of the Consultant and any Subconsultant thereof.

12. INTENT:

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

15. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, 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.

9-9-2020

MEMO TO: J. Carter Napier, City Manager *QA for JCW*
FROM: Tim Cortez, Director of Parks and Recreation
Phil Moya, Recreation Manager
SUBJECT: RFP for a 5 (Five) year Lease – Mike Lansing Field and Facilities

Meeting Type & Date

Council Pre Meeting, September 15, 2020

Action type

Direction requested

Recommendation

City Council to provide recommendations and/or approval to proceed to submit an RFP for the 5 (Five) year Lease for Mike Lansing Field and Facilities to qualified bidders/vendors.

Summary

The Parks and Recreation Department is seeking direction to submit an RFP for a 5 (Five) year Lease for Mike Lansing Field and Facilities.

The Legion Baseball Club has had an exclusive agreement for 20 years for Mike Lansing Field and also managed sub-leases for this area with approval from the City.

The Parks and Recreation Department has considered three different options to manage Mike Lansing Field: The attached RFP attached is for an Exclusive Use Lease Agreement.

1. Exclusive Use Lease Agreement - This option is currently in place for the 20 year lease, which expires December 31, 2020.
2. City Rental Format – The Parks and Recreation Department would rent and manage the day to day operations. The rental format is designed to allow multiple user groups to utilize the facilities. This allows the City to rent the space for events outside of the baseball format, such as; outdoor concerts, movie nights and outdoor festivals.
3. Third Party Management - Management of the facilities, similar to agreements with Hogadon and the Events Center.

Parks and Recreation Department Goal: To reduce the subsidy for Mike Lansing Field

Financial Considerations

None at this time

Oversight/Project Responsibility

Phil Moya, Recreation Manager

Paul Zowada, Recreation Supervisor

Attachments

RFP

**REQUEST FOR PROPOSALS (“RFP”)
FOR
THE LEASE AND OPERATION OF
MIKE LANSING FIELD
CITY OF CASPER
CASPER, WYOMING 82601**

The City of Casper, Wyoming, Parks and Recreation Department, Recreation Division, will accept proposals until 4:00 p.m., _____, _____, 2020, for the lease agreement / facility operations of Mike Lansing Field, 330 Kati Lane. Five (5) copies of the proposal shall be submitted to the following individual and address, by the above noted deadline.

Proposals will be evaluated on the thoroughness of the individual's or business' response to this request, the experience of the proposal staff, ability to comply with all operational requirements, ability to provide proper insurance, and the other criteria specified in this RFP. Certain businesses or individuals may be selected for personal interviews based on the City's evaluation of the proposals and a final selection will be made. The successful Responder should be prepared to assume responsibility for the facility on January 1, 2021, and terminating on December 31, 2026, for the lease and operation of Mike Lansing Field.

Proposals received after the above deadline will be returned unopened to the respective business or individual. Questions regarding this Request for Proposal, should be directed to Phil Moya, Recreation Manager, (307) 235-8384.

I. Project Summary:

The City of Casper, Wyoming, Parks and Recreation Department, Recreation Division desires to procure the services of a professional facility operator, hereafter referred to as Responder, to manage, improve, and operate Mike Lansing Field, 330 Kati Lane, from January 1, 2021 to December 31, 2026. The Responder supplying this service must be experienced in facility operations of a Multi-purpose Baseball Stadium and attached facilities and be able to operate an economical, effective, efficient, healthy, and safe public facility operation which complies with all applicable local, county, state, and federal policies, procedures, rules, regulations, codes, and laws. The Responder must be able to obtain all pertinent facility operational permits and licenses and pay all associated local, county, state, and federal fees, registrations, and taxes as required. The successful Responder must be fully insurable to City established levels and terms of coverage, name the City of Casper as a policy co-insured, and keep in effect all required coverages during the term of the leased facility agreement. All Proposals received shall be subject to evaluation comprised of City staff, as may be determined. The evaluation shall be made for the purpose of selecting the Proposal that most clearly meets the RFP requirements.

The successful Responder must be able to enter into a facility lease agreement with the City of Casper from January 1, 2020 to December 31, 2026, abide-by all lease conditions and procure all pertinent insurance requirements. The City will provide the facility in an “As Is” condition unless otherwise specified, along with existing fixtures and furnishings. The Mike Lansing Field and facilities will be available for Responder inspections by calling Phil Moya at 235-8384 for

appointments at least two weeks prior to the 4:00 p.m., _____, _____, 2020 Request for Proposal (RFP) submittal deadline.

II. General Criteria for Evaluating Qualification Statements:

Experience - The experience of the principal parties should be documented, especially any experience in operating a Multi-Purpose Baseball Stadium or venue that is similar to Mike Lansing Field. This experience will be examined on the basis of the following:

1. Experience in Multi-Purpose Baseball Stadium management;
2. Related experience in facility management;
3. Experience in turf, irrigation and baseball field maintenance;
4. Related experience in special event management;
5. Experience in concessions management, and
6. Specific examples of working cooperatively with other organizations on events, programming and special use of previous managed facilities.

Special Qualifications - This qualification statement shall identify any specific qualifications which might make the respondents uniquely qualified to provide the requested services. These may include similar work experience related to another community of similar size.

III. Operation Plan:

The interested groups or individuals shall submit a proposed facility plan that will address the following:

1. Plans for practices, games, tournaments and special events;
2. Plan to work cooperatively with the City of Casper on use of the facility when not scheduled for games, tournaments and special events;
3. Plan for maintenance of the facility and field;
4. The approach taken to address improvements and repairs;
5. Cleaning and maintenance plan for restrooms;
6. Marketing and promotion plan;
7. Methods used to address complaints and concerns;
8. Plan for utilities and payment for the term on the lease;
9. Winter management of facilities and field;
10. Insurance;
11. Equipment provided for the maintenance of the facility and field;
12. Proposed fees, concession fees, sub-lease fee schedule (if available) and method of collection;
13. Plan and menu for operations of concession area;
14. Plans for additional concession options, such as; food trucks and other outside vendors, and
15. Plans for merchandise sales.

IV. Lease Fees:

Currently the lease fees are based on a reimbursable cost per player. Concessions and retail sales are based on a percentage of gross receipts. Responder may propose any of these options or submit other options that may be suitable for their organization. Subleasing may be an available for the Responder. The City will be entitled to a percentage of each sublet/rental total fee. The City will also be entitled to a percentage of the marketing/advertising sales total fee. After a firm is selected, contract negotiations will focus on developing a detailed scope of services.

V. Maintenance:

Responder shall keep the facility in good order and repair commensurate with the operation of the Responder's intended use of those premises and facilities, and as necessary to adequately protect spectators, guests, invitees, and participants, and shall at its sole cost and expense, make any repairs necessary to the leased premises for these purposes. The Responder must receive consent of the City prior to the scheduled repairs. The City shall, during the term of the Agreement, provide services commensurate with the lease fee identified in the Agreement. Those services are related to normal facility upkeep including, but not limited to, plumbing, electrical and mechanical repairs to existing equipment that exceed \$750 per repair. The Responder will be responsible for all repairs \$750 per repair or less. The Responder will be liable for all damages that occur to the facility during the lease term. The City will be responsible for normal turf and related ground maintenance, and roadway repairs and parking lot repairs.

VI. Professional Qualifications

Please Provide:

1. Professional Responder's name, address, and telephone number(s),
2. Name, qualifications and experience of key personnel available for this project,
3. Recent list of references and complete work(s) similar in nature.

VII. Criteria for Selection

All Proposals received shall be subject to evaluation comprised of City staff, as may be determined. The evaluation shall be made for the express purpose of selecting the Proposal that most clearly meets the RFP requirements. The following areas will be considered in the selection:

1. Understanding of the RFP: Refers to the understanding of the City of Casper's needs, objectives of the RFP, and the nature and scope of the operation.
2. Qualifications: This includes the ability to meet the needs of the RFP.
3. Soundness of Approach: Emphasis shall be placed on stated techniques for operating the facility with realistic financial goals, and the maintenance, upkeep and improvements to the facility.
4. Cooperative Process: This refers to the understanding, expression, and historical experience that demonstrates a sensitivity to the need for developing a spirit of cooperation between the user group, the public and the operator.
5. Commitment: Consideration will be given to the Proposal that represents a commitment to making the Mike Lansing Field contribute to the overall success, health and vitality of the City of Casper and its Parks and Recreation facilities.

VIII. Proposal Submittal and Time Table:

The Proposal due date is _____, _____, 2020, at 4:00 p.m. Proposal submittals should be directed to: Phil Moya, Recreation Manager, (307) 235-8384. Proposals delivered in person may be hand carried to the Casper Recreation Center, 1801 East 4th Street, Casper, Wyoming 82601; mailed proposals must be addressed to the same. Both methods of delivery are subject to the same deadline date. Late proposals will not be accepted. It is the responsibility of the Responder to ensure that the proposal arrives prior to 4:00 p.m., _____, _____, 2020.

The successful Responder should be prepared to begin services and maintenance operations on January 1, 2021. The Responder's submittal of its Proposal will be the indication that it is able to meet this schedule.

IX. Proposal Submittal and Preparation Costs:

The Responder shall certify by signing and returning this Request for Proposal (RFP) that it has reviewed and is familiar with all requirements contained therein. The City will not be responsible for nor incur any cost associated with the submittal or preparation of this Request for Proposal.

X. Contract or Lease Agreement Provisions

The contents of this RFP, for the successful Responder, may become contractual obligations if the City of Casper wishes to execute a contract based on the submitted proposal. Failure of the successful Responder to accept these obligations contractually, in a lease agreement, purchase order, contract, or similar instrument may result in cancellation of any agreement and such Respondent may be removed from future RFP solicitations.

XI. Insurance Provisions

The successful Responder must be able to procure and maintain, during the course of this project agreement, and any subsequent renewals Commercial General Liability insurance, including products and completed operations, property damage, bodily injury & 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 in the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. Coverage shall insure against any and all claims and losses arising out of any operations of the Responder, including the occupancy of the premises, sale, gift, serving, handling, or dispensing of any product including beverages. The successful Responder must also provide property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

Responder shall provide the City with certificates evidencing such insurance as outlined above prior to beginning any work under any agreement. Such certificates shall provide thirty (30) days advance written notice to City of cancellation, material change, reduction of coverage, or non-renewal. Insurance certificates shall name the City as additional insured. Insurance provisions will be further detailed in the agreement executed with the successful Responder.

XII. Compensation

The Responder's compensation shall be from the operation of the facility, concessions and maintenance services, and sales of food, beverage, and merchandise items provided at the facility, during the term of the agreement.

XIII. Interviews

City staff will review all Proposals and select a maximum of three (3) candidates for interviews by a selection committee of City staff. Upon completion of the interviews, one group or individual will be selected. After a firm is selected, contract negotiations will focus on developing a detailed scope of services. In the event a satisfactory agreement cannot be reached, negotiations will be terminated and another firm will be selected. This process will be followed until a mutually satisfactory agreement is reached or the shortlist of the candidates is exhausted. Final selection will be made by the City Council by the execution of an agreement.

XIV. Contract Award

The City of Casper reserves the right to accept, reject, or request changes in any Proposal. The City of Casper will work closely with the selected Responder to develop or refine a detailed scope of work outlining the responsibilities of the Responder and the City.

XV. Addenda to the Request for Proposals

In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all persons who have received this Request for Proposal.

XVI. Late Proposals

Late Proposals will not be accepted. It is the responsibility of the interested parties to ensure that the Proposal arrives on, or prior to _____, _____, 2020, at 4:00 p.m. (MST).

XVII. Response Material Ownership

The material submitted in response to the RFP becomes the property of the City of Casper and will only be returned at the City's option. Responses may be reviewed by any person after the final selection has been made. The City of Casper has the right to use any or all ideas presented in reply to this request. Disqualification of a respondent does not eliminate this right.

XVIII. Acceptance of Proposal Content

The contents of the Proposal of the successful Responder may become contractual obligations if the City of Casper wishes to execute a contract based on the submitted Proposal. Failure of the successful Responder to accept these obligations in a contract may result in cancellation of the award.

XIX. Reference Checks

The City of Casper reserves the right to contact any reference, or any persons or organizations listed in the documents for information which may be helpful to the City in evaluating the Responder's previous performance.

XX. Special Provisions

The City reserves the right to reject any and all proposals and to waive any informalities. The Responder shall be responsible and responsive to the City in its requirements within the scope of this RFP, and shall confer with and be guided by the directive of the City through the office of the Parks and Recreation Director, or his designated representative. The Responder shall attend any special meetings with the City Manager, or City Staff, relating to questions, performance or negotiations concerning this proposal.

In the event that it becomes necessary to revise any of this RFP and addendum to this RFP will be provided to each responder. The City reserves the right to change submission date(s) for any reason, including an addendum or supplement to the RFP.

I have read, understand, and will comply with all of the conditions of this RFP, as it applies to my company responsibilities, as noted and quoted in the above proposal information.

Authorized Individual Signature: _____ Date: _____

Print Above Name: _____

Individual/Company Name: _____

Email Address: _____

Address (Street and/or P.O. Box): _____

City State ZIP () Telephone