

# WORK SESSION AGENDA

**Casper City Council**  
**City Hall, Council Meeting Room**  
**Tuesday, December 13, 2022 at 4:30 p.m.**



<b>Work Session Meeting Agenda</b>		Recommendation	Beginning Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested				
1.	Council Meeting Follow-up		4:30	5 min
2.	SRO Contract	Direction Requested	4:35	20 min
3.	COLA	Direction Requested	4:55	30 min
4.	Utility Rate Model Review	Direction Requested	5:25	45 min
5.	Agenda Review		6:10	20 min
6.	Legislative Review		6:30	20 min
7.	Council Around the Table		6:50	20 min
Approximate End Time:				7:10

*\*Please silence cell phones during the meeting\**

December 9, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Keith McPheeters, Police Chief *KMcP 307*  
SUBJECT: Memorandum of Understanding between Natrona County School District #1 and the City of Casper for School Resource Officer (SRO) Services

**Meeting Type & Date**

Work Session  
December 13, 2022

**Action type**

Direction requested

**Recommendation**

That Council authorize the Mayor to sign the MOU agreement between the City of Casper and Natrona County School District #1 (NCSD), which provides for SRO services within the NCSD educational system through June 30, 2027.

**Summary**

In an effort to enhance local school safety, the Casper Police Department and Natrona County School District #1 have agreed to cooperatively facilitate the following changes in the School Resources Officers Memorandum of Understanding:

- Academic Year 2022-2023 – maintain the number of SROs in the school district at six (6), which includes one (1) SRO Sergeant.
- Academic Years 2023-2024 and subsequent – increase the number of SROs in the school district to eight (8), which includes one (1) SRO Sergeant. If staffing permits, this provision may be enacted at an earlier date during the Academic Year 2022-2023. Should this increase in SRO services occur during the Academic Year 2022-2023, NCSD would reimburse the City at a *pro rata* rate commensurate with the date such services begin.
- Change the manner of NCSD’s reimbursement for SRO services to reflect a standardized payment of \$84,375, per SRO and SRO Sergeant.
- Continue and maintain this pay structure through the academic year ending in June, 2027.

In exchange for these police services, Natrona County School District #1 agrees to reimburse the City of Casper in the amount of \$84,375 per SRO and SRO Sergeant.

During summer months, when calls for police services are at their traditional annual highpoint, the SROs would revert back to augment existing City of Casper Police Department patrol functions.

This mutual agreement provides for significantly enhanced school safety while also providing an increased patrol capacity during the summer months, without incurring associated personnel expenses throughout the entire year. Both the community and the schools benefit from this cooperative agreement.

**Financial Considerations**

If authorized to enter into the proposed MOU, the City will maintain the additional personnel expenses (heretofore allocated in previous years), which roughly approximate the salary and benefits associated with the months of the year during which NCSD is not in session for the five (5) SROs and one (1) SRO Sergeant.

Beginning in FY24 and continuing through FY27, the City will incur additional expenses associated with the addition of two (2) new SRO positions, which will constitute two (2) new, FTE positions. The City's proportionate share of the two (2) new positions will roughly approximate the salary and benefits associated with the months of the year during which NCSD is not in session, as well as the vehicle and equipment costs associated with the two (2) additional SRO positions.

**Oversight/Project Responsibility**

Scott Jones, Police Lieutenant  
Casper Police Department Command Staff

**Attachments**

Memorandum of Understanding between the City of Casper and the Natrona County School District #1

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF CASPER AND NATRONA COUNTY SCHOOL DISTRICT  
CONCERNING SCHOOL RESOURCE OFFICERS**

**PARTIES**

THIS AGREEMENT, made and entered into on the date whereupon both parties sign the AGREEMENT, by and between the City of Casper, Wyoming, a municipal corporation organized under the laws of the State of Wyoming, acting by and through its political subdivision, the Casper Police Department, hereinafter referred to as the “CITY” or “DEPARTMENT” whose address is 201 North David Street, Casper, WY 82601, and the Natrona County School District #1, hereinafter referred to as the “DISTRICT” or “NCSD” whose address is 970 North Glenn Road, Casper, WY 82601.

WITNESSETH:

WHEREAS, the DISTRICT has identified the need for police services at various schools and school-related events under its control and supervision; and

WHEREAS, the CITY has a municipal police agency engaged in providing police services to the City of Casper; and

WHEREAS, the DISTRICT desires to obtain the police services of the CITY, and the CITY desires to provide said services through School Resource Officers (SROs).

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. This AGREEMENT is for a five (5) year term. The AGREEMENT may be **updated annually**, unless sooner terminated as provided herein. This AGREEMENT shall begin on the date on which all parties have signed the AGREEMENT and will continue through June 30, 2027. This AGREEMENT considers and includes all regular SRO services already provided by the CITY during the Academic Year of 2022-2023, for which the DISTRICT shall reimburse the CITY according to the provisions contained herein. The AGREEMENT will continue through the ensuing academic years through June 30, 2027, according to the academic year for each subsequent year as published by the DISTRICT. So as to facilitate adequate budgetary stewardship, a copy of the ensuing academic year calendar will be provided to the CITY by the DISTRICT no later than March 1st of the preceding academic year.

This AGREEMENT shall generally be in effect for 175 days of service. It does not include SRO services on NCSD holidays. The last day of this remaining five

(5) year term AGREEMENT shall be the last day of the regular 2027 academic calendar year.

The DEPARTMENT shall have no obligation under this AGREEMENT to provide SRO services to the DISTRICT at any school location during any time that such school location is closed by official action of the DISTRICT. Except as provided in this AGREEMENT, the DEPARTMENT shall have no obligation to provide SRO services to the DISTRICT, as described in this AGREEMENT, beyond the hours provided for in this AGREEMENT.

2. The CITY shall appoint a representative who shall be responsible for managing and coordinating the CITY's performance under this AGREEMENT, and shall identify this representative to the DISTRICT by name and telephone number, updating such information in writing no later than five (5) days after a change in the designated representative. The DISTRICT shall appoint a representative who shall be the point of contact for the DISTRICT and who shall be responsible for working with the CITY and coordinating the SRO program with the CITY, and shall identify this representative to the CITY by name and telephone number, updating such information in writing no later than five (5) days after a change in the designated representative.
3. The CITY agrees to provide routine police services to the DISTRICT under the terms and conditions herein contained. The duties assumed by the CITY under this AGREEMENT are duties owed generally to the public. The DISTRICT acknowledges that violations of DISTRICT or school policies, student discipline issues, or other matters that do not rise to the level of criminal activity remain the general purview of the DISTRICT. As such, student behavioral problems or similar events, unless criminal in nature or posing a threat of imminent physical danger to the student or others, will not generally result in the use of police force to restrain, detain, or otherwise restrict the activities of a student or students engaged in such activity.

The primary charge of the SRO Program is the reduction, prevention and responsiveness to school-related violence and crime committed by juveniles and young adults. The SRO Program aspires to create and maintain a safe, secure and crime-free learning environment for students, educators and the surrounding school community. In addition, the SRO Program is designed to develop and enhance rapport between youth, parents, the surrounding school community, police officers, school leaders and staff. This is reinforced by assigning SROs employed by the City of Casper Police Department to Natrona County School District facilities.

When performing law enforcement responsibilities, SROs shall comply with the Policies and Procedures of the Casper Police Department; where such policies conflict with policies and procedures promulgated by the DISTRICT, SROs shall defer to the Policies and Procedures of the Casper Police Department. In such circumstances, a Supervisor of the Casper Police Department and a representative of NCSO shall be notified as soon as is practicable.

The primary duties and activities of SROs include, but are not exclusive to:

- (a) All peace officers' duties of the Casper Police Department.
  - (i) The SRO's primary focus within the schools shall be law enforcement responsibilities (safety and security), and will not generally include school discipline and classroom management.
  - (ii) The SRO's duties will include, but shall not be limited to, responding to and investigating possible criminal acts on school grounds and/or events.
  - (iii) In order to maximize the deterrent capacity of the SRO's presence at the campuses which they normally patrol, each SRO should be highly visible throughout the assigned and supported campuses, yet be reasonably unpredictable in their movements. For officer safety reasons, each SRO should generally avoid establishing any set routine, which allows predictability in their movements and their locations.
- (b) SROs shall act swiftly and cooperatively in responding to potential criminal activities.
- (c) SROs shall help protect the lives and property of students, DISTRICT personnel and the public on or adjacent to DISTRICT property.
- (d) Except in emergency, urgent or preliminary public safety inquiry circumstances, SROs shall follow these conditions for interviewing or searching students suspected of criminal activity:
  - (i) SROs may question a student about subjects that may result in or identify a crime, threat or concern utilizing the following process. ***See Natrona County School District No. 1 Board Policy 5401.*** Unless an emergency or urgent circumstance exists, any law enforcement officer (LEO) desiring to question a student at school

must notify the school principal or the principal's designee in advance so that permission for questioning may be obtained from a parent or guardian of the child.

- (ii) Once notified that a parent or guardian asks that the student not be questioned until he/she or his/her designee arrives, the principal will advise the LEO and ask that the officer wait to question the student until the parent or guardian arrives.
- (iii) If the parent or guardian cannot be reached, the student may be questioned by the officer with the principal or the principal's designee present. The principal or his/her designee must be present when any law enforcement interview of a child is conducted on school property.
- (iv) Pursuant to Wyoming Statute 14-6-206(c), after issuing any citation to a child for a violation of a state or federal law or a municipal ordinance for which incarceration or a fine may be imposed, the law enforcement agency issuing the citation or its designee shall take reasonable actions to notify the child's parent, guardian or custodian.
- (v) If the parent or guardian is the subject of a potential abuse or neglect allegation, neither the LEO nor the Department of Family Services (DFS) is required to, nor may the principal or his/her designee, notify the parent or guardian prior to a LEO and/or a DFS representative questioning the child. In such circumstances, the LEO and/or DFS representative shall question the student with the principal or his/her designee present.
- (vi) If there are exigent or urgent circumstances that prevent prior parent notification:
  - a) Parents or guardians shall be notified as soon as reasonably possible.
  - b) School personnel will serve '*in loco parentis*' (in the place of a parent or guardian).
- (vii) Absent exigent or urgent circumstances, a principal or designee shall be consulted before the SRO conducts questioning of a student or searches a student's person, possessions or locker to

allow time to express any concerns about the reasonableness and to notify parent or guardian.

(viii) When there is probable cause to believe the student has committed or is committing a felony offense or the offense at issue poses a threat of serious and immediate injury, the SRO may conduct questioning or search at school without notice to school personnel, parent/s or guardian/s.

(ix) SROs may not request that school officials conduct a search of the student's person, possessions, or locker to evade the probable cause standard required of law enforcement.

(x) Nothing herein shall prevent the SRO from engaging students in casual conversation about subjects other than inquiries related to suspected criminal activity.

(e) SROs shall provide educational support, when applicable, for in-service training for school staff and students on emergency preparedness, crisis intervention, crime trends, law enforcement policies and intervention methods.

(f) SROs shall serve as a resource for school safety teams. SROs are liaisons to help gather and share information about emergency planning, improving access to safety or security resources, and partner in developing effective strategies to prevent and/or minimize dangerous situations on or near the campus or involving the members of the school's community at school-related activities.

(g) SROs shall create a visible and positive presence in the school community to promote respect, trust for law enforcement and a positive relationship between students, parents and the DISTRICT.

4. All costs incurred by the DEPARTMENT in the performance of duties under this AGREEMENT shall be paid by the DEPARTMENT, including salaries and wages, and the DISTRICT shall reimburse the DEPARTMENT for all such costs and fees as set forth in this AGREEMENT (see EXHIBIT 1), except that overtime costs for services provided in this AGREEMENT shall be in addition to the costs and fees set forth in this AGREEMENT.

(a) The DEPARTMENT shall also be responsible for providing:

(i) Necessary law enforcement related equipment.



- (ii) Police vehicles.
- (iii) Secured gun safes to be maintained in a designated school office/location.
- (iv) The selection and purchase of such weapons storage units is the DEPARTMENT's responsibility and such units will remain the property of the CITY.

Vehicles and equipment assigned to, utilized by, or purchased for the intended use of any SRO pursuant to this AGREEMENT shall remain at all times under the ownership of the CITY, including upon and after any lawful termination of this AGREEMENT.

5. The DISTRICT agrees to:

- (a) Provide timely assistance and communication of information which may be relevant to the law enforcement needs of the SRO or Officer in pursuit of his/her duties. All such communications and the sharing of information shall be consistent with local, state and federal law governing DISTRICT communications.
- (b) Along with SROs and the DEPARTMENT, coordinate and share information as necessary, within the constraints of local, state and federal law, for each to respond to public records act or public comment requests.
- (c) Administer school discipline for typical adolescent behaviors occurring within the school, on school property or at school activities without involving or referring the matter to an SRO unless school safety is at risk or law requires reporting.
- (d) Request SRO involvement in school-based incidents limited to situations when it is necessary to protect the physical safety of students, staff and/or the public from imminent harm, vandalism or destruction of property, or the behavior involves potential criminal behavior of persons other than students.
- (e) DISTRICT staff shall take reasonable efforts to intervene or mitigate escalating typical adolescent behavior and misconduct prior to property destruction or assaultive behavior, whereupon police intervention is then expected or required.
- (f) Law enforcement referrals shall be made for the following incidents:

- (i) Fights, assaults or battery involving bodily harm or threats of bodily harm;
  - (ii) Other serious or violent offenses, such as robbery, extortion, arson, or sexual assault;
  - (iii) Use or possession of dangerous weapons or items, to include knives, guns, explosive devices;
  - (iv) The sale, possession or use of illegal drugs or alcohol; and/or
  - (v) Any form of a threat of physical harm made to the school facility or members of the school or general community.
  - (vi) Any other public safety information received or obtained by the DISTRICT that has bearing on the life or property rights of others within the extended community.
- (g) Ensure that the decision to involve the SRO or law enforcement in any school-based incident is made by the principal or principal's designee, absent exigent circumstances.
  - (h) Cooperate with law enforcement-initiated investigations and actions without hindering or interfering with the Casper Police Department's or the assigned SRO's official duties. Law enforcement's lawful ability to detain and arrest for actual or suspected crimes, having met requisite constitutional obligations prior to such arrest or detention, shall not be infringed upon by the DISTRICT or its agents.
  - (i) Immediately notify the SRO or Officers responding to a school-based incident if a referred student has a disability that requires special treatment or accommodations.
  - (j) Provide an appropriate, school-based, private, secure, office space for each SRO with appropriate access to technology support required for the efficient functioning and performance of the SRO.
  - (k) In order to maintain the security of confidential, classified, or restricted information and materials, and to maintain the integrity of weapon storage units, school-based designated SRO offices shall contain a lockable desk and lockable file cabinet to be provided by the DISTRICT, as well as the SRO gun safe (to be provided by the CITY and installed by the DISTRICT as referenced herein). The desk and file cabinet in the SRO office shall be accessible to the Casper Police

Department, which shall hold the keys thereto. Access to the SRO's office shall be limited to District Administration and Maintenance in the presence of the SRO Supervisor, unless an emergency or unsafe situation exists.

- (l) Install/mount a secured gun safe, to be provided by the CITY, permanently affixed to a reasonably immovable object to the greatest extent possible, to be maintained in the designated SRO Office for the placement of a secure weapons storage unit for the purpose of the safe storage of weapons on DISTRICT property in such a way as to be readily available to the SROs, as needed, yet generally inaccessible to all other persons.
- (m) SROs shall have access to the NCSD:
  - (i) Administrative Student Management system (Infinite Campus) and the information that is contained within that system consistent with local, state and federal law.
  - (ii) Security camera systems.
- (n) SROs shall have key fob access to NCSD facilities as limited by NCSD.
- (o) If applicable, NCSD will comply with all Governor's and/or Local Public Health Orders and/or NCSD Board Policy/Regulation/Guideline Health Orders.

SROs shall comply with such orders while providing services to all NCSD campuses, events and activity expectations. Any identified 'school' state orders and/or local orders and/or NCSD policies/regulations/guidelines are applicable to contracted service providers while providing services to NCSD.

- 6. The DISTRICT shall reimburse the DEPARTMENT for overtime costs incurred by the DEPARTMENT in the performance of services described below.

Costs shall be as established in Addendum for 2022-2023.

At the discretion of the CITY, SRO attendance at reasonably scheduled, extracurricular DISTRICT events occurring outside of normal school hours may be facilitated through the scheduled adjustment of the same workweek of the

assigned SRO, when such adjustments are consistent with the Fair Labor Standards Act. DISTRICT events requiring a police presence in excess of a standard 40-hour work week, as well as notable events, which, by their very nature, require an enhanced, dedicated police presence, will be staffed by the CITY at the DISTRICT's expense. Officers at athletic events, school dances, and other special events as may be determined by mutual AGREEMENT between the DEPARTMENT and the DISTRICT, are subject to the availability of DEPARTMENT personnel. At such events, the DISTRICT agrees to reimburse the CITY for police personnel expenses at the anticipated rate (FY2023) of \$66.31 per hour for Police Officers and \$77.49 an hour for Police Supervisors, in accordance with the City's contract with Off-Duty Management. During subsequent fiscal years, such rates are subject to any incremental, actual increases for which employees within the same general classification are eligible, such as cost of living increases or similar personnel actions. In accordance with established procedures of the Casper Police Department, which generally allow for an equitable allocation of extra-duty assignments through a first-come, first-served basis, the CITY shall have sole discretion as to which personnel staff said events in addition to any SROs voluntarily fulfilling any such assignment.

7. The staffing level and charges are stated in the Addendum, hereto. An exception to the identified staffing and charges may be allowable, resulting in a prorated reduction in payment by the DISTRICT to the CITY for SRO services, due to difficulty in recruiting and retaining available officers; any shortfall in officers provided shall result in a proportionate deduction of the amount to be paid by the DISTRICT.
8. The selection and personnel assignment of SROs and supervisors is exclusively the province of the CITY via the Casper Police Department. The Department will provide the DISTRICT the opportunity to participate in the selection process of candidates for unfilled SRO positions. In furtherance of employee retention, training, strategic planning, long-term organizational needs, and individual or organizational professional development, it is to be expected that the individual tenure of SROs and the supervisor in the positions referenced in this AGREEMENT shall generally be for a maximum of three (3) academic years, at which time, other personnel will replace the outgoing SROs or supervisor.
  - (a) For the 2022-23 school year SROs will be stationed variously at High Schools, Junior High Schools, and Elementary Schools within the DISTRICT as determined by the DISTRICT.
    - (i) Kelly Walsh High School

- (ii) Natrona County High School
- (iii) Casper Classical Academy Middle School
- (iv) Centennial Junior High School
- (v) CY Middle School
- (vi) Dean Morgan Junior High School

In the event that the DEPARTMENT is able to provide two (2) additional SROs during any portion of the 2022-2023 Academic Year, the DISTRICT will identify the Elementary Schools at which the new SROs will be stationed according to the DISTRICT's discretion and operational needs.

- (b) If the DISTRICT elects to deploy an officer or officers for Natrona County Summer School, the contracted officer/s shall be stationed at a location and for hours to be determined by mutual agreement between the DEPARTMENT and the DISTRICT. Such officer(s) will generally be responsible for calls at all schools participating in the summer school program. A sum equal to the base salary and benefits for each participating officer for the period summer school is in session shall be paid within thirty (30) days of the notification to the DEPARTMENT by the DISTRICT. The officer(s) assigned to the Natrona County Summer School program shall perform routine police services during regular summer school hours.
- (c) In the event that the DISTRICT elects to commence NCSD Summer School activities, the DISTRICT shall notify the DEPARTMENT, in writing, of this intent no later than 45 days in advance of said commencement so as to allow for appropriate allocation of staffing, resources, and strategic planning on the part of the DEPARTMENT to accommodate such services.
- (d) A designated City representative will communicate daily any absent officer from the described purchased services to the NCSD representative.

Bi-weekly time and summary effort logs, constituting a record of dispatch-documented time spent at each school and an accounting of the calls for police services responded to (or generated by) SROs, will be submitted to the NCSD representative for each assigned officer.

If any SRO is absent for five (5) or more consecutive school days, the DEPARTMENT will provide a replacement officer to cover the SRO's duty assignment or will prorate the contract to reflect the reduction in days on the next invoice.

9. The DISTRICT and CITY are aware that each party to this AGREEMENT is subject to the supervision of separately elected political entities. Each party to this AGREEMENT obtains funding from the above-referenced political entities and is funded subject to annual budget approval. It is a requirement of their AGREEMENT that each party hereto shall notify the other immediately if a party's future fiscal year funding for this AGREEMENT is curtailed or eliminated. In the event that either party's future funding is curtailed, either party may terminate this contract with ninety (90) days written notice to the other, after the curtailed funding has been adopted, by the elected Board of Trustees or City Council, as the case may be.
10. Each party hereto shall be responsible for the potential or actual (regular, gross or willful) negligence or other acts of its agents, employees, representative and other personnel. The CITY is a participant in the Wyoming Association of Risk Management (WARM) and is insured by WARM to the limits described in the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.* (1988) as amended. Neither of the parties hereto waives any right or rights they may have pursuant to the Wyoming Governmental Claims Act, and the parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have thereunder.
11. The CITY shall be responsible for all employment matters such as computing wages, salaries, benefits and other compensation, managing pension plans, providing uniforms, selection of equipment, vehicles and that which is explicitly referenced in this AGREEMENT, including training and the like. However, as part of the evaluation of the program and the obtaining of feedback on the performance and suitability of the SROs and supervisors or, for purposes of internal investigations, the DISTRICT shall provide input and feedback as requested and will also provide information and statistical data as may be reasonably needed. Nothing herein shall make SROs or DEPARTMENT employees of the DISTRICT.
12. CITY personnel shall be directly supervised by a Lieutenant as designated by the Chief of Police. CITY personnel will coordinate their activities with the NCSD representative to which the SROs are assigned. The SRO Sergeant, although assigned an office at a school of the DISTRICT's choice, and, although performing SRO responsibilities for the school at which he or she is stationed,

will, by expectation and necessity, have a primary responsibility to supervise and carry out the supervisory responsibilities of the SRO program, as well as to intermittently monitor the SROs assigned to other DISTRICT schools and, as such, may not be continually and exclusively present at the school to which he or she has been assigned an office space. While at the school at which he or she is officed, the SRO Sergeant may choose to personally resolve, or delegate the resolution of, SRO related issues at that school, where such issues are not emergent in nature. In times of emergencies, natural or man-made disasters, or other public safety incidents, CITY personnel provided pursuant to this AGREEMENT shall be subject to immediate recall and reassignment to other public safety needs, as determined by the CITY. Absences from SRO duties during such occurrences will not be a reimbursable event.

13. CITY personnel providing services pursuant to this AGREEMENT shall conduct themselves as police officers and shall at all times follow the policies and procedures of the CITY and the Casper Police Department.

(a) SROs of the Casper Police Department are equipped with both body-worn cameras and in-car camera systems, and generally work in an environment that includes audio and video recording of their interactions and surroundings. As a function of their employment, they are mandated, by Casper Police Department Policy, to utilize audio and video recording equipment when performing any police duty or responsibility.

Audio and video recordings created by the CITY serve a variety of purposes, including, but not limited to, performance evaluation and feedback, training, evidence gathering and preservation, and the unbiased documentation of events and interactions.

These recordings, and especially body-worn camera recordings, are generally protected from release under the Wyoming Public Records Act. The DISTRICT shall not preclude, nor attempt to preclude, the use of such equipment by SRO personnel and other police personnel performing police responsibilities on any school property or at any school function.

(b) The CITY will notify the DISTRICT prior to the public release of any audio or video recording substantially involving DISTRICT personnel, its students, their parents, guardians, or family members of students (when on school property or at school functions), or which substantially focuses on DISTRICT properties or equipment.

- (c) Where lawful, or required by law, uninvolved persons or children will be digitally redacted prior to the public release of any such recording.
14. The CITY shall provide SRO police services to the DISTRICT at locations and times as will be agreed upon by the parties in confidential communications (subject to the Wyoming Public Records Act, Wyo. Stat. § 16-4-201, *et seq.*) The parties acknowledge that vacations, reasonable sick or disability leave, mandatory qualifications, in-service training, as well as applicable training related to the maintenance and progression of professional skills and future promotional opportunities, is a function of normal Casper Police Department employment and that the SROs and supervisor(s) are entitled to the use of such vacations, sick leave, and access to work-related trainings. In the event of an extended, unanticipated absence, disability or the administrative restriction of duty of any SRO or supervisor, or any other event which may cause a SRO or supervisor to be absent for more than a period of five (5) consecutive working days, the CITY shall assign a temporary or permanent replacement for the absent SRO or supervisor. Such occurrences are not reimbursable events.
  15. Pursuant to this AGREEMENT, assigned CITY personnel shall devote substantially all of their working time during the academic school year described in this AGREEMENT to providing police services to the DISTRICT and to performing the associated requisite responsibilities to maintain such services and their capacity to perform their police function.
  16. As a matter of routine, the DISTRICT shall provide the CITY timely information of all known or suspected crimes or threats, within or directed at DISTRICT schools, facilities and activities or which involve any persons related thereto, whether committed or made by students, DISTRICT personnel, DISTRICT contractors or vendors, volunteers or visitors to the DISTRICT. Likewise, the CITY shall provide timely information to the DISTRICT regarding matters of school safety.
  17. The DISTRICT and the CITY are individually responsible for the collection, maintenance, and dissemination of any records generated in the course of their participation in this AGREEMENT according to their individual policies and applicable laws governing public records. As such, the DISTRICT and the CITY shall not release records belonging to the other without the express approval and written authorization of the party which created or maintains the record.
  18. This AGREEMENT shall not be modified or altered unless mutually agreed upon by the parties in writing.



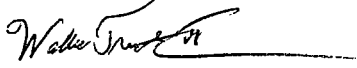
19. This AGREEMENT contains the entire understanding of the parties. There are no understandings between the parties, written or otherwise, not contained herein. Each party acknowledges that they have consulted with or have had the opportunity to consult with legal counsel regarding this AGREEMENT.
20. If any provision, section, subsection, sentence, clause or phrase of this AGREEMENT is invalidated by any court of competent jurisdiction, such a holding shall not affect the validity of the remainder of the AGREEMENT which shall continue in full force and effect.
21. This AGREEMENT shall be governed by the laws of the State of Wyoming. Neither party waives any claims, rights or defenses it has or may have pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.* The parties specifically reserve the right to assert any and all rights, immunities and defenses they have or may have, now or in the future, pursuant to the Wyoming Governmental Claims Act.
22. The parties to this AGREEMENT do not intend to create in any other individual or entity the status of third-party beneficiary, and this AGREEMENT shall not be construed so as to create such status. The rights, duties and obligations contained in this AGREEMENT shall operate only between the parties to this AGREEMENT, and shall insure solely to the benefit of the parties to this AGREEMENT. The parties to this AGREEMENT intend and expressly agree that only parties signatory to this AGREEMENT shall have any legal or equitable right to seek to enforce this AGREEMENT, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this AGREEMENT, or to bring an action for the breach of this AGREEMENT.
23. The parties agree that this AGREEMENT does not create any agency relationship between the CITY and the DISTRICT, and no representations of any kind, type or nature made by one party shall be binding upon or create a duty in the other party.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

APPROVED AS TO FORM

**CITY ATTORNEY'S OFFICE**



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**ATTEST**

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Fleur D. Tremel  
City Clerk

---

Date

**CITY OF CASPER, WYOMING  
A Municipal Corporation**

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Ray Pacheco  
Mayor

---

Date

**NATRONA COUNTY SCHOOL  
DISTRICT NO. 1**

---

Michael Jennings  
Superintendent

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Date

EXHIBIT 1

**For the 2022-23 Academic School Year and continuing through the 2026-2027 Academic School Year, unless otherwise terminated as provided in the AGREEMENT:**

1. The DISTRICT will reimburse the CITY at a rate of \$84,375 per SRO and SRO Sergeant, per Academic Year.

See Addendum to Services for 2022-2023

# **Addendum to Services for 2022-2023**

## **MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CASPER AND NATRONA COUNTY SCHOOL DISTRICT CONCERNING SCHOOL RESOURCE OFFICERS**

### **PARTIES**

THIS AGREEMENT, made and entered into on the date whereupon all parties have signed the AGREEMENT, will be extended by and between the City of Casper, Wyoming, a municipal corporation organized under the laws of the State of Wyoming, acting by and through its political subdivision, the Casper Police Department, hereinafter referred to as the "CITY" or "DEPARTMENT" whose address is 201 North David Street, Casper, WY 82601, and the Natrona County School District #1, hereinafter referred to as the "DISTRICT" or "NCSD" whose address is 970 North Glenn Road, Casper, WY 82601.

As of September 1, 2022, both parties agreed to extend the following services from the 2021-22 agreement with the following adjustments listed in the addendum. This AGREEMENT shall commence September 6, 2022, and will continue through June 8, 2023.

In 2022-23:

- NCSD has agreed to reimburse the CITY at a rate of \$84,375 per SRO and SRO Sergeant.
- The \$84,375 per officer would be agreed upon over the next four (4) years, through June 30, 2026.
- For service of 175 student contact days, as identified within the NCSD calendar
  - Sept 6-9, 12-16, 19-23, 26-30
  - Oct 3-7, 10-14, 17-21, 14-28, 31
  - Nov 1-4, 8-11, 14-18, 21, 22, 28-30
  - Dec 1-2, 5-9, 12-16, 19-20
  - Jan 3-6, 9-13, 17-20, 23-27, 30-31
  - Feb 1-3, 6-10, 13-16, 21-24, 27-28
  - Mar 1-3, 6-10, 13-17, 20-24
  - Apr 3-6, 10-14, 17-21, 24-28
  - May 1-5, 8-12, 15-19, 22-26, 30-31
  - Jun 1-2, 5-8
- For five (5) SRO officers and one (1) SRO Sergeant: 6 total
- For a total of amount \$506,250

- If two (2) additional officers are able to be added to the services, NCSD will prorate services at the above rate of \$84,375 per officer from the 175 days of annual service.

In return for police services to be provided by the DEPARTMENT pursuant to this AGREEMENT, the DISTRICT agrees to pay the CITY treasurer for the sum of \$506,250. Said sum shall be paid in two (2) equal installments (December of 2022 and May of 2023).

In addition, the DISTRICT shall reimburse the DEPARTMENT for overtime costs incurred by the DEPARTMENT in the performance of services described below.


At the discretion of the CITY, SRO attendance at reasonably scheduled, extracurricular DISTRICT events occurring outside of normal school hours may be facilitated through the scheduled adjustment of the same workweek of the assigned SRO, when such adjustments are consistent with the Fair Labor Standards Act. DISTRICT events requiring a police presence in excess of a standard 40-hour work week, as well as notable events, which, by their very nature, require an enhanced, dedicated police presence, will be staffed by the CITY at the DISTRICT's expense. Officers at athletic events, school dances, and other special events as may be determined by mutual AGREEMENT between the DEPARTMENT and the DISTRICT, are subject to the availability of DEPARTMENT personnel. At such events, the DISTRICT agrees to reimburse the CITY for police personnel expenses at the anticipated rate (September-December 2022) of \$66.31 per hour for Police Officers and \$77.49 an hour for Police Supervisors, according to the CITY's contract with Off-Duty Management, which rates for overtime services are subject to any cost of living adjustment(s) made by the CITY and may increase upon enactment of any said cost of living adjustment(s).

For the dates listed, the six (6) SROs will be stationed variously at High Schools, Junior High Schools, and Elementary Schools within the DISTRICT as determined by the DISTRICT. These are the following 'homebased' locations:

- |  |                                |
|--|--------------------------------|
| Kelly Walsh High School                | Natrona County High School     |
| Casper Classical Academy Middle School | Centennial Junior High School  |
| CY Middle School                       | Dean Morgan Junior High School |

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

APPROVED AS TO FORM



CITY ATTORNEY'S OFFICE

ATTEST

**CITY OF CASPER, WYOMING**  
**A Municipal Corporation**

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NATRONA COUNTY SCHOOL**  
**DISTRICT NO. 1**

\_\_\_\_\_  
Michael Jennings  
Superintendent

\_\_\_\_\_  
Date

December 6, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Jill Johnson, Financial Services Director *JJ*  
SUBJECT: COLA – January 2023

**Meeting Type & Date**

Council Work Session  
December 13, 2022

**Action type**

Direction Requested

**Recommendation**

That Council give direction on providing a COLA to employees from the unanticipated sales tax revenues, in excess of reserves.

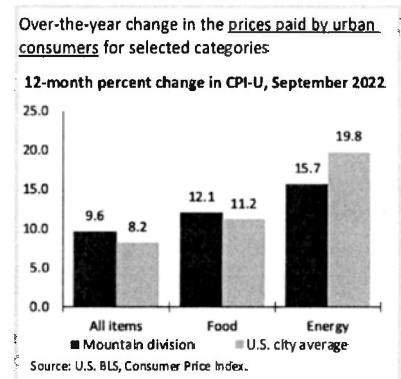
**Summary**

With the FY23 budget, Council approved a 3.5% COLA. The large increase was due in part to the high inflation levels seen in the first half of 2022 which ranged from 7.5% in January to over 9.1% in June (US inflation increase year-over-year, US Bureau of Labor Statistics). By not increasing employees' wages to offset the economic impacts of inflation, employees' families could experience financial hardships as their wages are not keeping up with the cost of household necessities.

In September of 2022, the US inflation declined slightly to 8.2% however the regional inflation remained high at 9.6% (US Bureau of Labor Statistics, November 02, 2022).

In the budget message presented by the City Manager in May of 2022 for the FY23 budget, staff requested the chance to visit with Council again to discuss an additional COLA. In order to support an additional COLA, sales tax receipts would need to exceed budgeted sales tax revenues by at least \$425,000. As part of the Fire Union Local 904 negotiation, this proposed COLA was included in the Collective Bargaining Agreement approved in 2022.

Through December 2022, actual sales tax receipts exceeded the seasonally adjusted monthly budget by \$935,690 year-to-date; exceeding the benchmark established in the City Manager's budget message.



### **Financial Considerations**

The additional COLA is outlined in the Fire Union Local 904 Collective Bargaining Agreement for 2022-2023 under Article IV, Section 3 Wage Schedule. As the sales tax benchmark was exceeded, the City is required to provide a 3.5% COLA for the Fire Union Local 904 members. The cost of the 3.5% COLA for the remainder of FY23 for the Union members is approximately \$106,350 (wages and benefits) which will be paid 100% from the General Fund.

If Council were to provide the same 3.5% COLA for PD Sworn staff, the impact to the general fund would be approximately \$137,640 (wages and benefits) for the remainder of FY23.

If Council were to provide the same 3.5% COLA for all City staff (excluding Fire Union Local 904 and PD Sworn), full-time and part-time, the impact to the general fund would be approximately \$233,842 (wages and benefits) for the remainder of FY23. In addition to the general fund staff, the general fund will also need to support the recreation subsidized funds, the grant funds and the internal services/intergovernmental agencies funds in the amount of \$155,524 (wages and benefits) for the remainder of FY23.

The City has 9 employees who are currently frozen and will not receive the full 3.5% COLA; after the proposed COLA, these 9 employees will receive a partial increase and will no longer be frozen. Additionally, 1 employee who is currently frozen, will remain frozen and will not receive an increase.

Another option Council may want to consider is to provide a one-time payment for PD Sworn and/or City staff. One-time payments are not an ongoing expense of future budgets therefore, using the excess sales tax collected over budget to fund the one-time payments would be appropriate.

One-time payments can be calculated in 2 ways:

1. The employee is given a lump-sum payment, then the employee's portion of taxes is deducted and the employee receives the net amount. For example, employee receives a \$500 lump-sum payment, then 22% federal tax is withheld and 7.65% SS/MCR is withheld. The net the employee would receive is \$352.00. The expense to the City is the \$500 plus the employer's taxes of SS/MCR and workers comp or \$552.15.
2. The employee is given a lump-sum payment, then the City pays the employees taxes (both federal and SS/MCR). The employee would then receive the full lump sum. For example, employee receives a \$500 lump-sum payment, then the City pays 22% federal tax, 15.3% SS/MCR and 2.78% workers comp. The net the employee would receive is \$500. The expense to the City is the \$500 plus all taxes or \$834.45.



An interactive tool has been developed for the Council to see the impact of the additional 3.5% COLA and/or one-time payments on the general fund assuming an FY23 excess sales tax collection of \$935,690 through December 2022 (8.76% over budget).

### **Oversight/Project Responsibility**

Jill Johnson, Financial Services Director



November 30, 2022

MEMO TO: J. Carter Napier, City Manager   
FROM: Andrew B. Beamer, P.E., Public Services Director   
Cynthia M. Langston, Solid Waste Manager  
Bruce Martin, Public Utilities Manager

SUBJECT: Public Utilities and Solid Waste Rate Model Update.

Meeting Type & Date:  
Council Work Session  
December 13, 2022

Action Type:  
Information Only

Summary:  
City of Casper considers rates for water, sewer, and solid waste every other year. Rate resolutions were last adopted in 2021, so City Council will again consider new rate resolutions late next year.

An update on each utility pro-forma will be provided at the work session, showing how each fund is performing against expectations. The assumptions with each pro-forma will be discussed, including estimated revenues and expenses, capital outlays, and estimates concerning rate of inflation and population growth.

Financial Considerations  
11% rate increase for sewer, 7% rate increase for water, \$1/ton rate increase for the balefill fund, and 6% rate increase for refuse collection beginning January 1, 2023, as previously adopted by resolution.

Oversight/Project Responsibility  
Andrew Beamer, P.E. Public Services Director  
Bruce Martin, Public Utilities Manager  
Cynthia Langston, Solid Waste Manager

Attachments  
N/A.