

WORK SESSION AGENDA



Casper City Council
City Hall, Council Meeting Room
Tuesday, July 24, 2018, 4:30 p.m.

Work Session Meeting Agenda Items		Recommendation	Allotted Time	Beginning Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested				
1.	City-wide Operating Software (Michael Szewczyk)	Information Only	20 min	4:30
2.	School Resource Officer MOU (Chief McPheeters)	Direction Requested	20 min	4:50
3.	CATC Route Modifications (Aaron Kloke)	Direction Requested	20 min	5:10
4.	Agenda Review	Information Only	20 min	5:30
5.	Legislative Update	Information Only	20 min	5:50
6.	Council Around the Table	Information Only	45 min	6:10
7.	Executive Session – Personnel			6:55
Approximate Ending				

July 17, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Tracey Belser, Support Services Director *TB*
Tom Pitlick, Financial Services Director *TP*
Pete Meyers, Asst. Financial Services Director *PM*
Michael Szewczyk, IT Manager *MS* *MS*

SUBJECT: Enterprise Resource Software Replacement

Meeting Type & Date:
Regular Council Meeting
August 7, 2018

Action Type:
Resolution

Recommendation:

That Council, by resolution, authorize an agreement with Tyler Technologies, Inc. for the purchase and implementation of an enterprise resource software system in an amount not to exceed \$1,383,432, plus an authorization to encumber supplemental equipment funding in an amount not to exceed \$50,000, for a total project budget of \$1,433,432.

Summary:

Since 2001, the City has been using GEMS as the primary system for financial, human resources, utility billing, work order, and inventory applications. Although it is still supported, GEMS is being slowly phased out as the vendor, Harris Corporation, pushes its new product offerings. As such, support resources have diminished, which has impacted City operations multiple times. These circumstances, along with the need for a more up to date and integrated enterprise system, prompted staff to investigate alternative solutions.

The two primary directions considered were an upgrade to Harris' new flagship product, Innoprise, and a Request for Proposals from competitors. Over the past three years, City staff have reviewed the Innoprise application multiple times. Between concerns with product issues, lack of support on the legacy system, and poor reviews from other cities, staff determined an RFP to be the better course of action.

An RFP for a replacement system was issued in February. Four software companies responded. Of the four, two finalists were interviewed – Quintel, and Tyler Technologies. The interview panelists overwhelmingly preferred Tyler's functionality and Tyler's technical support

capabilities. Tyler provided a proposal that included the required modules necessary to replace GEMS, including the core functions of finance, payroll, human resources management, and work orders. Per the directions outlined in the RFP, Tyler also offered optional software that would manage Time and Attendance (employee timecards) and Community Development (building inspections, code enforcement, and the electronic submission of building plans). The proposal price for the required modules was \$986,120, with an annual maintenance of \$127,295. The optional pieces totaled an additional \$429,420, with additional annual maintenance of \$39,941.

The optional components were initially considered to be incorporated into the base solution at a later time. As part of the negotiation process, however, the vendor offered a revised quote that would allow the City to purchase both the core and the optional items at the same time for a reduced price. The amount for the entire package was \$1,151,374 with an annual maintenance of \$119,300. This new offer represented a reduction of \$264,166 over separate procurements and annual maintenance costs that would be \$7,995 lower than the base solution alone. Thus, staff recommends taking advantage of the price reduction by purchasing all the proposed modules now.

The overall costs associated with this agreement, along with other project expenses, are broken out in the chart below:

Product	Cost
Software & Services	1,151,374
Vendor Travel and Lodging	114,000
3 rd Party Peripherals & Software	50,858
Contingency on Professional Services	67,200
Total Tyler Contract Cost	1,383,432
New Server Hardware & Software (to be purchased separately)	50,000
Total Project Costs	1,433,432

The timeline for this effort is scheduled to begin in September of this year, with anticipated completion slated for the spring of 2021. There will be five phases, each consisting of different software modules.

Financial Considerations:

Funding, in the amount of \$1,200,000, has been budgeted for this project from Capital Reserves and from the Balefill, Refuse Collection, Sewer, Water, Water Treatment Plant, and Wastewater Treatment Plant funds. Since the new project cost will be \$1,433,432, this proposal will exceed the project budget by \$233,432. This proposal relies on Council’s approval of a budget amendment, to be submitted at a later date. The amendment would reduce the budgeted expenditures from the Refuse Collection, Sewer, and Water Distribution funds, but it would increase expenditures from the Capital, Balefill, Water Treatment Plant, and Wastewater Treatment Plant funds.

Oversight/Project Responsibility:

Project Oversight will be performed by John Doherty, Pete Meyers, and Michael Szewczyk, with the latter serving as the primary point of contact. The Community Development, Financial Services, Support Services, and Public Services Directors will all serve as executive sponsors.

July 18, 2018

TO: J. Carter Napier, City Manager *JCN*
FROM: Keith McPheeters, Chief of Police *KMP 307*
SUBJECT: MOU Between Natrona County School District and the City of Casper for School Resource Officer Services

Meeting Type & Date

Work Session, July 24, 2018

Recommendation

Direction requested.

Summary

The on-going national dialogue regarding school safety remains a topic of concern and a priority for the City of Casper, the Casper Police Department, the staff and administrators of the Natrona County School District, and the community at large. As such, the Police Department has entered into negotiations with the Natrona County School District to greatly increase the dedicated police presence within the various schools located with the City of Casper's jurisdiction. Currently, the allocation of police resources allows for only two (2) School Resource Officers.

In an effort to enhance local school safety, the Police Department and the School District have substantially agreed to cooperatively facilitate the following increases in School Resources Officers:

Academic Year 2018-2019, an increase from 2 SROs to a minimum of 4 SROs by the commencement of the school year, and, staffing permitted, an increase from 4 to a total of 5 SROs and 1 SRO Sergeant at the soonest practicable opportunity or by the commencement of school after the winter break (January 2019).

Academic Year 2019-2020, an increase from 5 SROs and 1 SRO Sergeant to a total of 8 SROs and 1 SRO Sergeant.

Academic Year 2020-2021, an increase from 8 SROs and 1 SRO Sergeant to a total of 9 SROs and 1 SRO Sergeant.

In exchange for these police services, Natrona County School District substantially agrees to reimburse the City of Casper in the amount of 70% of the Salary and Benefits of the SROs and Sergeant, as well as providing for equipment and other expenses.

Upon full staffing, SROs will be present in every High and Middle School as well as an intermittent presence in Elementary Schools.

During summer months, when calls for police services are at their traditional annual highpoint, the SROs would revert back to augment existing 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

The additional SROs and Sergeant constitute eight (8) NEW POSITIONS by the commencement of the 2020-2021 Academic School Year. If authorized to enter into the proposed MOU, the City will incur additional personnel expenses which will roughly approximate the salary and benefits associated with the summer months (30% of the year) as well as some equipment costs.

As proposed, the Natrona County School District will have provided the following total amounts at the end of the 3rd Academic Year:

Salary and Benefits	\$1,487,000
Equipment Costs	\$352,500
One Time, Start Up Costs	\$75,000
Total	\$1,914,500

During this same time period, the anticipated City of Casper expenses will approximate:

Salary and Benefits	\$637,285
Equipment Costs	\$151,000
Total	\$788,285

Oversight/Project Responsibility

Casper Police Department Command Staff

Attachments

Draft MOU between the Casper Police Department and the Natrona County School District.

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

Parties

THIS AGREEMENT, made and entered into this _____ day of July, 2018, by and between the City of Casper, Wyoming, a municipal corporation organized under the laws of the State of Wyoming, hereinafter referred to as the “City,” acting by and through its political subdivision, the Casper Police Department, hereinafter referred to as the “Department,” whose address is 201 North David Street, Casper, WY 82601, and the Natrona County School District #1, hereinafter referred to as the “District,” 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, and

WHEREAS, the DISTRICT desires to obtain the police services of the CITY, and the CITY desires to provide said services.

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

1. This Agreement is for a ten (10) year term, updated annually, unless sooner terminated as provided herein; the agreement shall commence August 28, 2018, and will continue through June 10, 2019, and will continue for the subsequent nine (9) academic years according to the published dates of 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 by the DISTRICT to the CITY by no later than March 1st of the preceding academic year.

This agreement shall generally be in effect for 180 days service and does not include services on NCSD holidays. The last day of this Agreement shall be the last day of the regular academic year in 2028.

The Department shall have no obligation under this agreement to provide police 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 police services to the District, as described in this Agreement, beyond the hours provided for in this Agreement.

Thursday, July 19, 18
City Casper & NCSD – School Resource Officers

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. 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 District by name and telephone number.
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.

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 NCS D shall be notified as soon as is practicable.

The primary duties and activities of the School Resource Officer include, but are not exclusive to:

- (a) All peace officers' duties of the Casper Police Department.
 - (i) The primary focus will be that of law enforcement responsibilities (safety and security), and will not generally include school discipline and classroom management.
 - (ii) Includes, but is not limited to, the response to and investigation of possible criminal acts on school grounds and/or events.
- (b) Acting swiftly and cooperatively in responding to criminal activities.
- (c) Helping protect the lives and property on or adjacent to School District property involving students, School District personnel or the public
- (d) Following these conditions for interviewing or searching students suspected of criminal activity:
 - (i) Questioning a student about subjects that may result in or identify a crime, threat or concern.
 - (ii) If a student is under the age of 18, parent or guardian must be notified prior to questioning, unless there are exigent circumstances.

Thursday, July 19, 18

City Casper & NCS D – School Resource Officers

Page 2

1. If there are exigent circumstances that prevent prior parent notification:
 - a. Parent or guardian shall be notified as soon as reasonably possible.
 - b. School personnel will serve ‘in loco parentis’ (in the place of a parent).
 2. Absent exigent circumstances, a principal or designee shall be consulted before the SRO conducts questioning or search on a student’s person, possession or locker to allow time to express any concerns about the reasonableness and to notify parent/s or guardian/s.
- (iii) When there is probable cause to believe the student has committed or is committing a felony offense and 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 or parents/guardians.
- (iv) 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.
- (e) 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) Serve as a resource for school safety teams: SRO’s are liaisons to help gather and share information about emergency planning, improving access to safety or security resources, and partner in developing effective strategies.
- (g) Creating 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.

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 are set forth in this Agreement, 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 their 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.

4. The DISRICT agrees to:
- (a) Assist and facilitate the timely acquisition of any relevant information in their possession subject to any public request for information to which the CITY is required to respond, where such information is related to the services provided herein.
 - (b) Administer school discipline processes for typical, non-criminal, adolescent behaviors occurring within the school without involving or referring the matter to an SRO unless school safety is at risk or law requires reporting.
 - (c) Request SRO involvement in school-based incidents limited to situations when it is necessary to protect the physical safety of students and staff from imminent harm or involves criminal behavior of persons other than students.
 - (d) Make law enforcement referrals or disclosures for the following incidents:
 - (i) Fights, assaults or battery involving serious 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 or other item intended for use as a weapon.
 - (iv) The sale, possession or use of illegal drugs or alcohol.
 - (v) Any form of a threat made to the school facility or members of the school 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.
 - (e) Ensure that the decision to involve the SRO or law enforcement in any school-based incident is made by the principal or designee, absent exigent circumstances.
 - (f) Cooperate with law enforcement-initiated investigations and actions without hindering or interfering with the Police Department's or the assigned SRO's official duties.
 - (g) 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.
 - (h) Provide an appropriate, school-based, private, secure, office space for each SRO with appropriate access to technology needs required for the efficient functioning and performance of the School Resource Officers.
 - (i) Install/mount a secured gun safe (permanently affixed to a reasonably immovable object to the greatest extent possible) to be maintained in the designated school office/location 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 School Resource Officers, as needed, yet generally inaccessible to all other persons.
 - (j) Access to the NCSD:

Thursday, July 19, 18

City Casper & NCSD – School Resource Officers

Page 4

- (i) Administrative Student Management system (Infinite Campus) and the information that is contained within that system to the extent permissible by local, state, and federal law.
- (ii) Security camera system/s
- (k) Provide NCS D fob access

5.

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 2018-2019 school year the sum equal to 70% of base salary and benefits for 6 officers (to include a sergeant) and as set forth below. Said sum shall be paid within thirty (30) days after the execution of this agreement. In addition, the District shall reimburse the Department for overtime costs incurred by the Department in the performance of services described below.

- 2018-2019:
 - Base payments (not overtime) – personnel: \$59,500/officer
 - Fee for equipment and other costs: \$14,100/officer
 - One-time payment \$75,000.
 - (see Exhibit 1).
 -
- 2019-2020:
 - Base payments (not overtime) – personnel: \$59,500/officer
 - Fee for equipment and other costs: \$14,100/officer
 - (see Exhibit 1).
 -
- 2020-2021:
 - Base payments (not overtime) – personnel:\$59,500/officer
 - Fee for equipment and other costs: \$14,100/officer
 - (see Exhibit 1).
 -

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 FLSA standards. DISTRICT events requiring a police presence in excess of a standard 40-hour workweek, 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. At such events, the DISTRICT agrees to reimburse the CITY for police personnel expenses at the anticipated rate (FY2019) of \$61.68 per hour for Police Officers and \$72.08 an hour for Police Supervisors. 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 through 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.

6. The staffing level and charges for the first three (3) academic years are as stated in Exhibit 1, hereto, except filling the Fall semester of 2018, may not be fully possible, due to the current difficulty in recruiting and retaining available officers; any shortfall in officers provided in the Fall semester of 2018, shall result in a proportionate deduction of the amount to be paid by the District.
7. The selection and 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, where practicable. 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 School Resource Officers 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 2018-19 school year six (6) officers (to include a sergeant) stationed variously at High Schools, Junior High Schools, and Elementary Schools within the District as may be determined by mutual agreement between the Department and the District.
 - i. Kelly Walsh High School
 - ii. Natrona County High School
 - iii. Centennial Junior High School
 - iv. Dean Morgan Junior High School
 - v. Pathways Innovation/Roosevelt High School Campus and CY Middle School
 - vi. Casper Classic Academy Middle School
 - (b) If the District elects to deploy an officer for Natrona County Summer School, contracted officer/s shall be stationed at a location and for hours to be determined by mutual agreement by the Department and the District but responsible for calls at all schools participating in the summer school program. A sum equal to the base salary and benefits for one 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 assigned to this location shall perform routine police services during regular summer school hours.

- (c) In the event that the District elects to commence Natrona County Summer School activities, the District shall notify the Department, in writing, of this intent no later than 4 calendar months 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. Officers at athletic events, school dances, and other special events as may be determined by mutual agreement between the Department and the District, subject to the availability of Department personnel.
 - (d) If any school officer is absent for five (5) or more consecutive school days, the Department will provide a replacement officer to cover the officer's duty assignment.
 - (e) Upon the successful staffing of SROs as anticipated for Academic Year 2019-2020, two (2) SROs will be assigned responsibilities to assist "where needed", including potential responsibilities in District Elementary Schools, but will also primarily be used to support existing SROs in the consistent providing of SRO responsibilities, including coverage for absent SROs.
8. 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 ~~sixty (60)~~ 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.
 9. Each party hereto shall be responsible for its own negligence and the negligence 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 reserves the right to assert any and all rights, immunities, and defenses they may have thereunder.
 10. 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 contract, including training and the like. However, as part of the evaluation of the program and the obtaining of feedback on the performance

Thursday, July 19, 18

City Casper & NCSD – School Resource Officers

Page 7

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.

11. The CITY personnel provided by the CITY pursuant to this Agreement shall be directly supervised by a Lieutenant, as designated by the Chief of Police. CITY personnel will coordinate their activities with the ~~principal of each of DISTRICT's schools~~ NCS D representative to which the SROs and supervisor(s) are assigned. The Sergeant, who will have primary SRO responsibilities for one school will, by expectation and necessity, supervise and intermittently monitor the SROs assigned to other DISTRICT schools and, as such, may not provide a continual presence at the school in which he or she has been assigned. 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.
12. 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.
13. The CITY shall provide SRO police services to the DISTRICT at locations and times as will be agreed 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, abilities, and future promotional opportunities, is a function of normal 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 ~~ten (10)~~ five (5) consecutive working days, the CITY must assign a temporary or permanent replacement for the absent SRO or supervisor. Such occurrences are not a reimbursable event.
14. Pursuant to this Agreement, assigned CITY personnel shall devote substantially all of their working time during the academic school year periods described in this contract to providing police services to the DISTRICT.
15. 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 involves any persons therein, whether

committed or made by students, faculty, support staff, volunteers, or visitors of the DISTRICT. Likewise, the CITY shall provide timely information to the DISTRICT regarding matters of school safety.

16. This Agreement shall not be modified or altered unless mutually agreed upon by the parties in writing.
17. 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.
18. 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.
17. This Agreement shall be governed by the laws of the State of Wyoming.
18. 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 inure 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.
19. By entering into this Agreement, neither the CITY or NCSD ~~does~~ will ~~not~~ assume any other duty to either party ~~the DISTRICT~~, nor ~~does the CITY~~ do either party assume any duty to any particular individual. 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.

[The rest of this page is intentionally left blank]

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

APPROVED AS TO FORM

Attorney for the School District

WITNESS

NATRONA COUNTY SCHOOL
DISTRICT NO. 1

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit 1

For the 2018-19 school year:

- 1) NCSD will pay \$357,000 for the services of six (6) police officers
 - a. This is 70% of the estimated annual salary and benefits per officer (\$85,000).
 - b. The differential in dollars between payment and actual CPD cost can be used by the City of Casper for other CPD needs (supervisor salary, equipment, etc.).
- 2) NCSD would also pay a fee for ongoing equipment/other costs of \$14,100 of ongoing funds per officer (6 officers) for an additional \$54,600.
- 3) NCSD would pay to the City of Casper a one-time payment of \$75,000 for start up costs in the summer of 2018.

For the 2019-20 school year:

- 1) NCSD will pay \$535,000 for the services of eight (9) police officers
 - a. This is 70% of the estimated annual salary and benefits per officer (\$85,000).
 - b. The differential in dollars between payment and actual CPD cost can be used by the City of Casper for other CPD needs (supervisor salary, equipment, etc.).
- 2) NCSD would also pay a fee for ongoing equipment/other costs of \$14,100 of ongoing funds per officer (9 officers) for an additional \$126,900.

For the 2020-21 school year:

- 1) NCSD will pay \$595,000 for the services of ten (10) police officers
 - a. This is 70% of the estimated annual salary and benefits per officer (\$85,000).
 - b. The differential in dollars between payment and actual CPD cost can be used by the City of Casper for other CPD needs (supervisor salary, equipment, etc.).
- 2) NCSD would also pay a fee for ongoing equipment/other costs of \$14,100 of ongoing funds per officer (10 officers) for an additional \$141,000 of ongoing annual dollars if 10 officers are maintained.

July 16, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Liz Becher, Community Development Director *LB*
Aaron Kloke, MPO Supervisor *AK*

SUBJECT: Casper Area Transportation Coalition (CATC) FY19 Budget Overview and Cost Reduction Plan

Meeting Type & Date:

Work Session Meeting - July 24, 2018.

Recommendation:

Council direction requested.

Summary:

On June 12, 2018, staff presented an overview of the proposed CATC budget that would reduce the City of Casper's General Fund contributions from \$313,000 to \$200,000. Considering the loss of local fund and federal matching fund revenue and an increase in garage labor expenses, the City of Casper Transit budget is facing a combined shortfall of roughly \$265,550.

Since the June 12, 2018 Work Session meeting, City and CATC staff, CATC board members, and rider representatives have formed a committee to further refine the best options available to achieve a reduced shortfall using the 2016 Routes and Schedule Analysis as an initial guide. This committee has developed a package of options to meet the \$265,550 budget shortfall by implementing route efficiencies and reducing weekday service hours for both The Bus and CATC Dial-a-Ride. These options would result in a 15% - 22% change or reduction of existing levels of service and a cost reduction of roughly \$264,611. The changes would affect roughly one third (1/3) of all annual Bus rides and result in 6,656 less rides for CATC Dial-a-Ride users. Any reductions in service of this size is federally required to be accompanied by a 1.5 month public notification period along with legal notice and a public hearing.

At this time, the transit management agreement adopted on June 19, 2018 between CATC and the City of Casper includes a similar budget as last fiscal year, showing no reductions in the City of Casper contributions. At the same time, the adopted FY 19 budget reflects a reduction of roughly \$113,000 from the City of Casper General Fund contribution. As was expressed at the June 19, 2018 City Council meeting, Casper City Council must amend either the City of Casper FY 19 budget or the transit management contract, in order to reconcile these two documents.

Staff is looking for feedback from Council on whether to 1.) Amend the FY 19 budget to match the FY19 transit management contract, or 2.) Begin the public input process to implement route

modifications and service reductions to the CATC system and amend the transit management contract.

Financial Considerations:

See briefing.

Oversight/Project Responsibility:

Aaron Kloke, MPO Supervisor, is responsible for managing the City of Casper Transit budget.

Attachment:

CATC FY 19 Cost Reduction Plan

Current Route Map

CATC FY 19 Cost Reduction Plan

COST REDUCTION PACKAGE

Several options exist to cut costs and create efficiencies including service reductions and route modifications. Staff has prepared the following cost reduction package including service reductions and route modifications. Implementation of all of these options would meet the CATC operations budget shortfall of \$265,550, including the City of Casper General Fund contribution reduction of \$113,000.

1. Blue Route Adjustments

- Eliminate west bound bus stop on Walsh Drive predominately for safety purposes.
 - Savings from Route Modification: N/A

2. Green Route Adjustments

- Eliminate Fort Caspar neighborhood stops
 - Savings from Route Modification: \$7,471
- Remove select Saturday stops near closed facilities
 - Savings from Route Modification: \$9,862

3. Red Route Adjustments

- Red route would be adjusted to run more efficiently by removing stops with low ridership and run on a more direct and quicker route. Would only run every other hour, odd hours.
- Savings from Route Modification: \$60,065

4. Yellow Route Adjustments

- Paradise Valley Deviation
 - Yellow route along CY Avenue remains, but Paradise Valley neighborhood becomes deviation only. This route would continue to run only every other hour, even hours.
 - Savings from Route Modification: \$8,749
- Eliminate Poplar Street Section
 - Removes Poplar Street segment, including stop at VA Clinic.
 - Savings from Route Modification: \$66,914

5. Reduce Weekday Service Hours

- Reduction of 2 hours of service. Proposed hours would be from 7:30 am to 5:30 pm. This change would be contingent based on discussions with Mills, Evansville, and Natrona County.
- Savings from Service Reduction: \$111,550

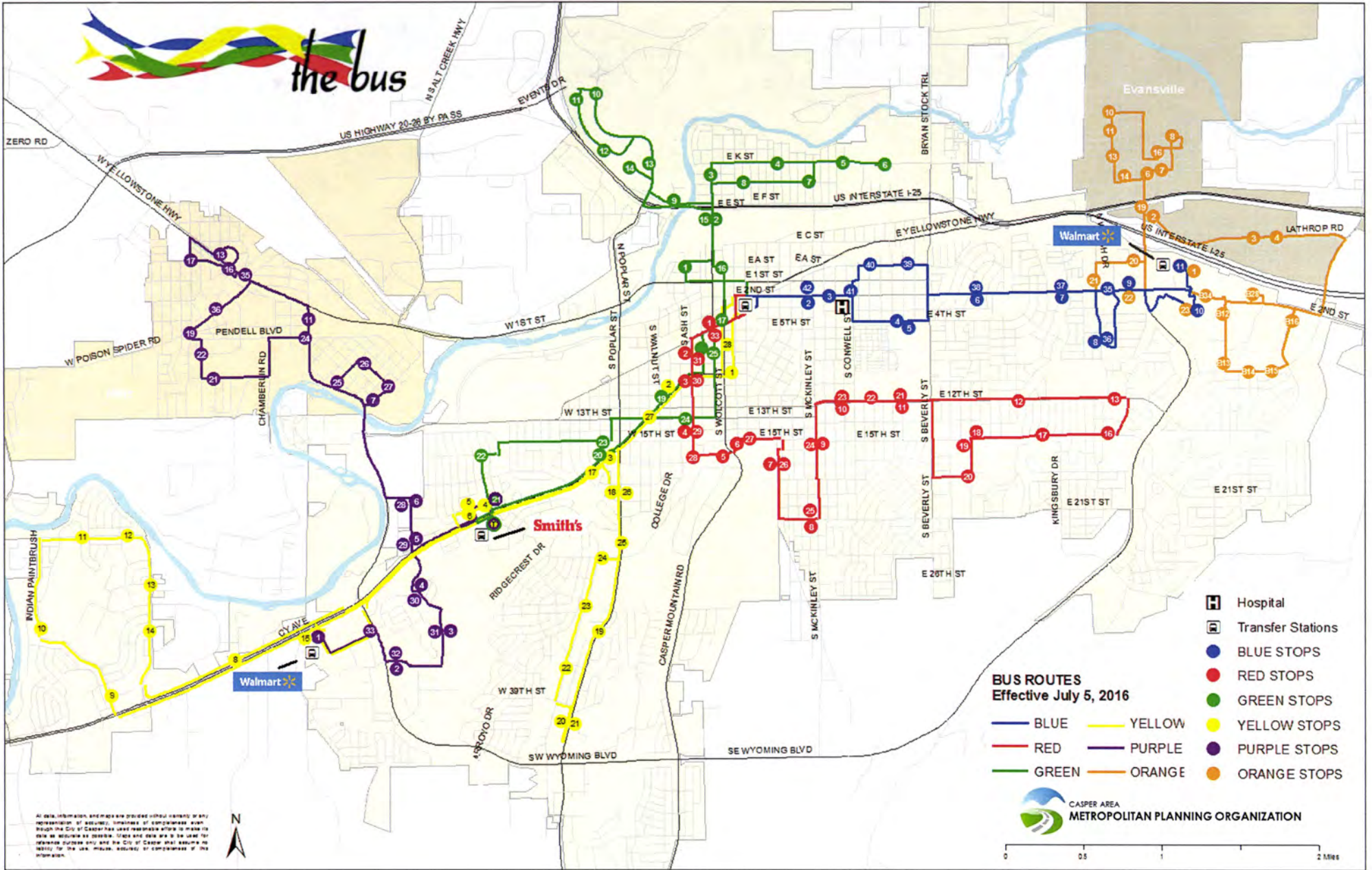
This package of options would result in a 15% - 22% change or reduction of existing levels of service and a cost reduction of roughly \$264,611. These changes would also reduce annual mileage by roughly 108,921 miles (22% reduction) and annual hours of CATC and The Bus service by 520 (15% reduction) hours. Organizationally, these changes would be achieved by reducing the number of buses to three

(currently four buses run Casper's bus system) and the reduction of CATC personnel costs through removal of four to six bus driver positions.

The expected effects of bus system changes would also include a higher demand for CATC Dial-a-Ride. While we know that the cost to run CATC Dial-a-Ride is more expensive than the bus, it is unclear how much these changes may increase CATC Dial-a-Ride's costs. For FY 18, the cost per hour to run The Bus was \$34.80, or \$4.53 per passenger. The cost per hour to run CATC Dial-a-Ride is \$55.86, or \$24.58 per passenger.

At this time, The Bus serves roughly 146,552 riders per year while CATC Dial-a-Ride serves roughly 44,610 riders per year. This package may impact between 44,500 and 53,000 Bus rides annually, or roughly one third (1/3). And while a reduction in weekday service hours would affect all CATC Dial-a-Ride riders, the result would be that CATC Dial-a-Ride would be able to serve roughly 6,656 less rides in a single year.

Any reductions in service of this size is federally required to be accompanied by a 1.5 month public notification period along with legal notice and a public hearing. As stated previously, any changes to routes or final details would be contingent based on public feedback and input. An additional one month would be required for advertisement and notification of final route modifications. Route modifications and system changes could begin being implemented by November 1st.



All data, information, and maps are provided without warranty or any representation of accuracy, timeliness or completeness when through the City of Casper has used reasonable efforts to make the data as accurate as possible. Users and data are to be used for reference purposes only and the City of Casper shall assume no liability for the use, misuse, reliance, or consequences of the information.

