

# SPECIAL COUNCIL MEETING AGENDA

**Casper City Council  
City Hall, Council Meeting Room  
Tuesday, August 13, 2019, p.m.**



Following the regularly scheduled Work Session (which begins at 4:30 p.m.)

1. ROLL CALL
2. RESOLUTION
  - A. Consent
    1. Authorizing a Memorandum of Understanding Between the City of Casper and Natrona County School District #1 Concerning School Resource Officers.
3. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL & PROPERTY
4. ADJOURNMENT OF SPECIAL MEETING

Upcoming Council meetings

## **Council meetings**

6:00 p.m. Tuesday, August 20, 2019– Council Chambers

6:00 p.m. Tuesday, September 3, 2019 – Council Chambers

## **Work sessions**

4:30 p.m. Tuesday, August 27, 2019 – Council Meeting Room

4:30 p.m. Tuesday, September 10, 2019 – Council Meeting Room

We are **CASPER**

**Communication   Accountability   Stewardship   Professionalism   Efficiency   Responsiveness**

August 8, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Keith McPheeters, Police Chief *KMP 307*  
John Henley, City Attorney *JH*

SUBJECT: Memorandum of Understanding between Natrona County School District #1 and the City of Casper for School Resource Officer Services

Meeting Type & Date  
Council Special Meeting  
August 13, 2019

Action type  
Resolution

Recommendation

Pass the resolution to approve the proposed updated (from last year) Memorandum of Understanding with NCSD #1 for School Resource Officers (SRO's).

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 increases in School Resources Officers:

- 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 #1 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. In addition to the modifications of number officers and reimbursement to the City from the School District, the other material modifications from last year's MOU are, an expanded use of body cameras and the establishment of responsibilities for public record retention.

Financial Considerations

Increase revenues to the City of Casper pursuant to the contract.

Oversight/Project Responsibility

Casper Police Department Command Staff

Attachments

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

**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 August, 2019, 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 was originally commenced for the academic school year of 2018, for a ten (10) year term. It will be updated annually, unless sooner terminated as provided herein. This current AGREEMENT shall commence August \_\_, 2019, and will continue through June 30, 2020. It will continue for the subsequent academic years through June 30 of 2028, 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 180 days of service. It does not include SRO services on NCSD holidays. The last day of this nine (9) year term AGREEMENT shall be the last day of the regular 2028 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

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 ten (10) 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 ten (10) 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 NCSD 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 DFS 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) 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 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 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 or guardian.
  - (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) 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.
- (f) 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.
  - (g) 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.
  - (h) 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.
  - (i) 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 SROs.
  - (j) 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, who shall hold the keys thereto. Access to the SRO's office shall be limited to District Administration, Maintenance in the presence of the SRO Supervisor, unless an emergency or unsafe situation exists.

(k) 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.

(l) 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.

(m) SROs shall have key fob access to NCSD facilities as limited by NCSD.

6. 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 2019-2020 school year the sum equal to 70% of base salary and benefits for nine (9) 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.

Costs shall be as established in 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 the Fair Labor Standards Act. 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. 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 (FY2020) 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 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 Exhibit 1, 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 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 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 2019-20 school year nine (9) 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) Pathways Innovation/Roosevelt High School Campus
    - (iv) Casper Classical Academy Middle School

- (v) Centennial Junior High School
  - (vi) CY Middle School
  - (vii) Dean Morgan Junior High School
  - (viii) Eastside Support (Office located at Sagewood Elementary School)
  - (ix) Westside Support (Office located at Cottonwood Elementary School)
- (b) If the DISTRICT elects to deploy an officer for Natrona County Summer School, contracted officer shall be stationed at a location and for hours to be determined by mutual agreement between 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 NCSD Summer School activities, the DISTRICT shall notify the DEPARTMENT, in writing, of this intent no later than four (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.
- (d) 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.
- (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.
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 one hundred eighty (180) 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, and neither party shall indemnify the other. 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 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 be continually and exclusively present at the school to 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.

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. In the event of a public safety emergency or other critical event involving the safety of children, students or staff, the CITY will notify the DISTRICT as soon as practicable of any release of information involving the DISTRICT.
  - (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 a reimbursable event.

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.
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 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.
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.

[THE REMAINDER OF THIS PAGE 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

\_\_\_\_\_  
Charlie Powell  
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

(Subject to actual, annual, incremental changes of salary and benefits personnel expenses)

**For the 2019-20 school-year:**

1. NCSD will pay \$570,150.00 for the services of eight (8) SROs and one (1) SRO Supervisor.
  - a. This is 70% of the estimated annual salary and benefits per officer (\$90,500).
  - b. The differential in dollars between payment and actual CPD costs can be used by the City of Casper for other CPD needs (supervisor salary, equipment, etc.).
2. NCSD would also include 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 (estimate):**

1. NCSD will pay \$633,500.00 for the services of nine (9) SROs and one (1) SRO Supervisor.
  - a. This is 70% of the estimated annual salary and benefits per officer (\$90,500).
  - b. The differential in dollars between payment and actual CPD costs can be used by the City of Casper for other CPD needs (supervisor salary, equipment, etc.).
2. NCSD would also include 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.

RESOLUTION NO. 19-170

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CASPER AND NATRONA COUNTY SCHOOL DISTRICT #1 CONCERNING SCHOOL RESOURCE OFFICERS

WHEREAS, the City of Casper desires to provide officers and supervisors from the Casper Police Department to Natrona County School District #1 (NCSD) to act as School Resource Officers in the City of Casper, Wyoming; and,

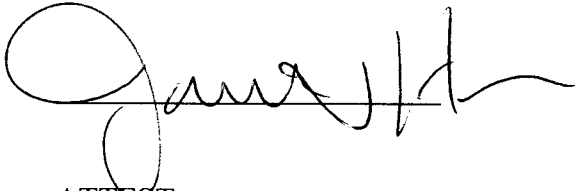
WHEREAS, the City of Casper and NCSD have negotiated for and agreed to the services to be provided and compensation therefore pursuant to a Memorandum of Understanding affixed as Exhibit A; and,

WHEREAS, it would be in the best interest of the City to provide the services referred to in the Memorandum of Understanding and pursuant to the terms of the Memorandum of Understanding executed by the NCSD, affixed as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Memorandum of Understanding attached as Exhibit A, and for the services and in consideration of the terms and agreements as stated therein.

PASSED, APPROVED AND ADOPTED this 13<sup>th</sup> day of Aug, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur D. Tremel  
City Clerk

---

Charles Powell  
Mayor