



City Council Special Meeting Agenda

Date: 3/28/2023
Time: 5:30 p.m.
Location: City Hall Council Chambers

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|--|--|--|
| <input type="checkbox"/> Mayor Matt Hall | <input type="checkbox"/> Emily Swett | <input type="checkbox"/> Administrative Services |
| <input type="checkbox"/> Jerry Fritz | <input type="checkbox"/> Kelly Tamblyn | Officer, Cindy Baker |
| <input type="checkbox"/> Andy Quick | <input type="checkbox"/> City Administrator, Barry | <input type="checkbox"/> City Attorney, Scott |
| <input type="checkbox"/> Lee Ann Reiter | Cook | Kolpitcke |
| <input type="checkbox"/> Don Shreve Jr. | | |

5:30- 5:40 p.m. ACTION ITEM – Authorize the mayor to enter into and sign the Agreement between the City of Cody and Park County - Law Enforcement Center Agreement.

Staff Reference: Barry Cook, City Administrator

5:40 – 7:30 p.m. -Discuss Capital Improvements Program (CIP)
Proposed Personnel options for FY23-24

Staff Reference: Leslie Brumage, Finance Officer.

Disclaimer: Times noted are an estimate in order to assist with keeping the agenda discussion on track and/or providing approximate time when an item will be discussed for those wanting to attend for that specific item

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is made and entered into by and between Park County, Wyoming, who shall be known as the "COUNTY" and the City of Cody, a Wyoming Municipal Corporation, who shall be known as the "CITY". The purpose of the Agreement is to establish mutually agreed upon services that will be provided by the CITY, COUNTY, or both, regarding the Law Enforcement Center (excluding the secured area of the jail), at 1402 Riverview Drive, Cody, Wyoming and associated costs with the operation of said center. The parties therefore agree to the following:

1. The term of the agreement shall be perpetual or for the life of the building. It shall remain in full force and effect until terminated by either party. Termination shall be in writing at least three hundred sixty-five days (365) days in advance. The agreement may only be modified in writing after either party request modification(s) and after the governing bodies mutually agree to said modifications.
2. Upon signature and execution of this document, any previous MOU/Professional Service Agreements relating to these matters shall be considered terminated.
3. An annual review of compliance with the terms and conditions of the agreement shall be conducted by parties designated by the COUNTY and the CITY between January and February of each year. The results of this review including any recommended modifications and adjustments to this agreement shall be provided to the governing boards of the COUNTY and the CITY. The COUNTY'S designated parties will be the Chairman of the Board of County Commissioners, the Sheriff, and the County CIO, or their designees. The CITY'S designated parties will be the Mayor, the City Administrator and the Chief of Police, or their designees. The results of this review shall be provided to the governing boards of the COUNTY and CITY and said review shall include but not be limited to the effectiveness of this agreement and any recommended changes thereto. No modifications or adjustments to this agreement shall be effective until the process described above has been followed, and until a written amendment has been approved and signed by both Governing Bodies.
4. An overall Cost summary of this agreement is provided on EXHIBIT A.
5. Facility Maintenance
 - a. The COUNTY shall provide custodial services to the CITY which shall include but not be limited to: interior cleaning, vacuuming, dusting and bathroom maintenance. Said services shall occur at a minimum of every other day; excluding weekends and holidays. CITY shall pay to the COUNTY annually fifty

percent of the total annual cost or \$24,749.19 (50% of \$49,498.37) in 12 monthly payments of \$2,062.43 for the cost of janitorial services. Additionally, CITY shall pay to the COUNTY annually fifty percent of the total annual cost or \$10,255.16 (50% of \$20,510.31) in 12 monthly payments of \$854.60 for cleaning supplies and interior supplies for replenishing general custodial supplies including but not limited to light bulbs, air handler filters, toilet paper and cleaning supplies that shall be used by the COUNTY. Other maintenance such as carpet shampooing, floor washing, etc. shall be scheduled as needed by the maintenance staff. The COUNTY will also maintain all exterior lighting and all exterior security cameras.

- b. The CITY shall provide exterior maintenance to the grounds of the facility including, but not limited to parking lot striping, sweeping, snow removal and plowing, landscaping maintenance, watering, weed control on property, including inside fenced areas and exterior window washing. The COUNTY shall provide a credit to the CITY's monthly bill reflecting fifty percent of the total annual cost or \$2,499.92 (50% of \$4,999.84) in 12 monthly credits of \$208.33.
- c. The COUNTY will be responsible for insuring the entire building structure against fire, and other loss and casualty. The CITY will be responsible for insuring all CITY property and contents within CITY space and the COUNTY will be responsible for insuring all other property and contents. In the event of a catastrophic loss, the COUNTY and the CITY recognize the CITY'S 12.5% ownership of the Administrative portion of the Law Enforcement Center and the parties shall agree to either rebuild any portion damaged or compensate the CITY for their 12.5% ownership from the gross insurance proceeds. City shall pay the County 12.5% of the County's property insurance premium on the building ($\$38,296.00 \times .125 = \$4,787.00$) in 12 monthly payments of \$398.92.
- d. The CITY agrees to pay 12.5% of the electric and 12.5% of the demand on a monthly basis. The CITY agrees to pay 12.5% of the monthly sewer and water costs .
- e. The COUNTY and the CITY agree that in regard to the Law Enforcement Administration Facility, the COUNTY shall provide an estimate of anticipated repairs for the facility as they plan for or become aware of them. The COUNTY and the CITY agree to allocate in each respective budget funds to cover 50% of these expenses. If the parties do not agree that requested repairs, remodel, or other expenditures are necessary, each party will bear their own expense, but the actual work will be coordinated through the COUNTY's Buildings & Grounds Department. The CITY will reimburse the COUNTY for its share of the actual

repair costs within forty-five (45) days of being invoiced by the COUNTY for the CITY share of the repair costs. If the County determines an emergency, or unanticipated repairs arise within the listed common areas (See EXHIBIT B), costs shall be shared at 50% by the CITY and COUNTY respectively. In the event that parking lot repairs, repaving or other capital repairs, improvements and other requirements are necessary, the CITY and COUNTY shall mutually agree to a funding mechanism which shall be part of the normal budgeting process for each appropriate party.

- f. The COUNTY and CITY shall have access to all common areas and shared facilities within the Law Enforcement Center including the meeting room, conference room, work-out facilities, and the garage. The COUNTY and CITY agree to coordinate the use of those areas and facilities for law enforcement purposes. The COUNTY and the CITY agree to share maintenance and replacement costs within those common areas and shared facilities on an even basis. The COUNTY and CITY agree to pay equally in the cost of equipment for the workout and training rooms. However, the COUNTY and CITY agree that each may purchase items for the common areas for the benefit of everyone if funds are available from one agency and not the other, without an expectation for reimbursement from the other agency.

6. Dispatch Services

- a. The CITY agrees to pay COUNTY a base fee of \$300,670.14 in 12 monthly payments of \$25,055.85 for "Dispatcher Wages and Benefits". Said base fee is calculated as 50% of Total Dispatch wages and benefits from the preceding calendar year (EXHIBIT C). Dispatch Services shall include the items listed in EXHIBIT D.
- b. The COUNTY shall provide access to any and all records produced by COUNTY through the Dispatch Center as it is related to CITY business. Records include, but are not limited to logs, reports, phone systems, phone recordings, radio transmissions and computerized records including email. The request for records may be verbally or in writing, and the CITY shall allow a reasonable time to produce the requested records.

7. Technology Services

- a. The CITY agrees to the following conditions related to Law Enforcement Center Technology Systems and Networks; The CITY shall not take any action that

might affect COUNTY systems or infrastructure, in any way, unless specifically coordinated and approved by COUNTY Information Technology Staff. This includes any physical or wireless circuits or connections entering or leaving the facility. If such actions are not approved, then they may not be implemented. Should the COUNTY discover any CITY actions that have not been authorized or pose any potential risk to COUNTY systems, then COUNTY shall immediately take steps on its own network or infrastructure to stop or block the unauthorized use/actions or potential risk; such steps shall be kept to the minimum necessary to protect the County and RIMS systems and coordinated with CITY IT Staff as practically feasible. Any Technology Services provided by the COUNTY to the CITY shall meet current Law Enforcement standards for security and confidentiality.

- b. The CITY agrees to pay COUNTY \$39,000.00 in 12 monthly payments of \$3250.00 for the Technology Services provided and listed in EXHIBIT E.
- c. Upon signature and execution of this Agreement, the CITY and COUNTY agree to the changes described in EXHIBIT F and EXHIBIT G.

8. Both the COUNTY and the CITY are government entities within the State of Wyoming. By entering into this agreement, neither the City nor the County waives its sovereign or governmental immunity, or any other rights, limitations and defenses provided by the Wyoming Constitution and Wyoming law, and both expressly reserve the right to assert such immunities, rights, limitations, and defenses to any action arising out of this agreement.

Dated this _____ day of _____, 2023

Chairman, Board of Park County Commissioners

ATTEST:

_____ Park County Clerk

Mayor, City of Cody

ATTEST:

_____ Administrative Services Officer

EXHIBIT A

COST SUMMARY OF THIS AGREEMENT

	Yearly Costs from Last Agreement CY 2019	Yearly Costs for New Agreement CY 2022	Monthly Costs for New Agreement CY 2022
1. Dispatcher Wages & Benefits – Exhibit C	\$268,272.49	\$300,670.14	\$25,055.85
2. Inside Maintenance Labor Costs	\$15,767.64	\$24,749.19	\$2,062.43
3. Inside Maintenance Supply Costs	\$6,090.53	\$10,255.16	\$854.60
4. Outside Maintenance Costs	-\$3,841.21	-\$2,499.92	-\$208.33
5. Building Insurance Costs	\$3,672.54	\$4,787.00	\$398.92
6. Technology Services Costs – Exhibit F	\$54,240.00	\$39,000.00	\$3250.00
7. Console Maintenance Costs *	\$8,443.49	\$0.00	\$0.00
* Console Maintenance Costs ended in calendar year 2019			
TOTAL	\$352,645.48	\$376,961.56	\$31,413.46

EXHIBIT B Building Area Use

Floor	Room#	Purpose	User	Total Sq Footage	Factor	Sq Footage per User	SHEET LAST MODIFIED MARCH 2023
Basement	001	Lobby	Common	371	2	185.5	
Basement	002	Corridor	Common	185	2	92.5	
Basement	003	Toilet	Common	45	2	22.5	
Basement	004	Janitor	Common	23	2	11.5	
Basement	005	Toilet	Common	45	2	22.5	
Basement	006	SO Armory	PCSO	93	1	93	
Basement	007	PD Armory	CPD	93	1	93	
Basement	008	SO Storage	PCSO	820	1	820	Old Wt Room Future Exp
Basement	009	SO Admin Coord	PCSO	134	1	134	
Basement	010	PD IT Office (Old SO IT Office)	CPD	134	1	134	Swapped with SO prior to building opening.
Basement	011	SO IT Office (Old PD IT Office)	PCSO	135	1	135	Swapped with PD prior to building opening.
Basement	012	PD Storage (Old Lab)	CPD	182	1	182	May 2020 changed from Common to CPD
Basement	013	PD Storage	CPD	391	1	391	Old future Radio Room
Basement	014	PD Long Term Evid	CPD	320	1	320	
Basement	014A	PD Evidence Storage	PCSO	81	1	81	
Basement	015	SO Long Term Evid	PCSO	320	1	320	
Basement	016	SO Evidence Storage	PCSO	39	1	39	
Basement	017	Elevator	Common	51	2	25.5	
Basement	018	Corridor	Common	485	2	242.5	
Basement	019	Corridor	Common	378	2	189	
Basement	020	Womens Locker	Common	128	2	64	
Basement	021	Womens Lavatory	Common	79	2	39.5	
Basement	022	Womens Toilet Shower	Common	161	2	80.5	
Basement	023	Mens Toilet Shower	Common	152	2	76	
Basement	024	Mens Lavatory	Common	84	2	42	
Basement	025	Mens Locker	Common	219	2	109.5	
Basement	026	Phone/Computer	PCSO	370	1	370	
Basement	027	SO Tech Room (Old Tech Storage)	PCSO	134	1	134	
Basement	028	PD Tech Room (Old Tech Workshop)	CPD	156	1	156	March 2023 changed from Common to PCSO
Basement	029	Meeting Room	Common	1356	2	678	March 2023 changed from Common to CPD
Basement	030	SO Equip Archive	PCSO	288	1	288	
Basement	031	PD Equip Archive	CPD	288	1	288	
Basement	032	Corridor	Common	508	2	254	
Basement	033	Gym	Common	1490	2	745	Old Storage
Basement	033a	Radio Room	Common	350	2	175	Changed from PCSO Only
Main Floor	A101	Sheriff	PCSO	411	1	411	
Main Floor	A102	Office #3	PCSO	158	1	158	
Main Floor	A103	Office #2	PCSO	143	1	143	
Main Floor	A104	Office #1	PCSO	146	1	146	
Main Floor	A105	Toilet	Common	61	2	30.5	
Main Floor	A106	Stair 1	Common	124	2	62	
Main Floor	A107	Corridor	Common	280	2	140	
Main Floor	A108	Corridor	Common	360	2	180	
Main Floor	A109	Corridor	Common	558	2	279	
Main Floor	A110	Corridor	Common	437	2	218.5	
Main Floor	A111	Corridor	Common	440	2	220	
Main Floor	A112	Office #4	PCSO	137	1	137	
Main Floor	A113	Office #5	PCSO	136	1	136	
Main Floor	A114	Office #6	CPD	136	1	136	
Main Floor	A115	Office #7	CPD	136	1	136	
Main Floor	A116	Office #8	CPD	137	1	137	
Main Floor	A117	Office #9	CPD	155	1	155	
Main Floor	A118	PD Evidence	CPD	217	1	217	
Main Floor	A119	SO Evidence	PCSO	221	1	221	
Main Floor	A120	Elevator Room	Common	39	2	19.5	
Main Floor	A121	Elevator	Common	51	2	25.5	
Main Floor	A122	Stair 2	Common	129	2	64.5	
Main Floor	A123	SO Squad Room	PCSO	508	1	508	
Main Floor	A124	PD Squad Room	CPD	508	1	508	
Main Floor	A125	Briefing	Common	328	2	164	
Main Floor	A126	Mechanical Chase	Common	48	2	24	
Main Floor	A127	PD Storage or Janitor	CPD	46	1	46	Per Dennis
Main Floor	A128	PD Equip Storage	CPD	177	1	177	
Main Floor	A129	SO Equip Storage	PCSO	175	1	175	
Main Floor	A130	Interview Room	Common	175	2	87.5	
Main Floor	A131	Sergeants	CPD	175	1	175	
Main Floor	A132	PD Supply	CPD	46	1	46	
Main Floor	A133	SO Supply	PCSO	46	1	46	
Main Floor	A134	Interview Room	Common	184	2	92	
Main Floor	A135	SO Admin (Old PD Admin)	PCSO	191	1	191	Swapped with PD prior to building opening.
Main Floor	A136	PD Admin (Old SO Admin)	CPD	191	1	191	Swapped with SO prior to building opening.
Main Floor	A137	Copy/Fax	Common	184	2	92	
Main Floor	A138	Waiting Area	Common	405	2	202.5	
Main Floor	A139	Lobby	Common	183	2	91.5	
Main Floor	A140	Jail Area-Not counted			1	0	
Main Floor	A141	Jail Area-Not counted			1	0	
Main Floor	A142	Jail Area-Not counted			1	0	
Main Floor	A143	Dispatch	PCSO	557	1	557	
Main Floor	A144	Dispatch Toilet	PCSO	44	1	44	
Main Floor	A145	Break Area			1	0	Included with A111
Main Floor	A146	Jail Admin	PCSO	188	1	188	
Main Floor	A147	Mens Toilet	Common	192	2	96	
Main Floor	A148	Janitor	PCSO	96	1	96	Per Dennis
Main Floor	A149	Womens Toilet	Common	236	2	118	
Main Floor	A150	Vestibule	Common	424	2	212	
Main Floor	A151	Garages	Common	1640	2	820	
Main Floor	A152	SO Garage Storage	PCSO	20	1	20	
Main Floor	A153	PD Garage Storage	CPD	20	1	20	
Main Floor	A154	Entry	Common	89	2	44.5	
Main Floor	A155	Chief of Police	CPD	411	1	411	
		Total Sq Footage		22187			
		PCSO Sq Footage		5591			
		CPD Sq Footage		3919			
		Common Sq Footage		6338.5			
		PCSO + Common Sq Footage		11929.5	53.77%		
		CPD + Common Sq Footage		10257.5	46.23%		
		Double Check Total Sq Footage		22187			

EXHIBIT C

Dispatcher Wages & Benefits Amounts

	From Last Agreement CY 2019	For New Agreement CY 2022
1. Gross Wages	\$374,596.81	\$362,626.80
2. OT Wages	\$21,906.20	\$26,017.53
3. Social Security	\$24,378.43	\$23,766.50
4. Medicare	\$5,701.31	\$5,558.27
5. Retirement	\$67,337.89	\$66,449.00
6. Workers Comp	\$7,985.56	\$7,033.19
7. Other Benefits	\$66,260.68	\$109,888.99
TOTAL	\$568,166.88	\$601,340.28
City Percentage	47.2172%	50% ¹
City Share	\$268,272.49	\$300,670.14

¹ In 2023 Agreement City Percentage of Dispatcher Wages & Benefits was changed to a flat 50%.

EXHIBIT D

GENERAL DISPATCH SERVICES PROVIDED FOR CODY PD

- Receive all calls for service, including 911 calls and to dispatch appropriate emergency personnel and police officers, and document accordingly, in Rims system.
- Receive all incoming calls for police department employees and to receive police related messages; Except that the CITY agrees to utilize “direct dial” or cell phones for phone calls whenever practical, especially for personal calls; and to use voice mail for messages as much as possible.
- Receive after-hours reports of any adverse situations regarding city utilities and make appropriate notifications to city personnel accordingly.
- To coordinate and perform all NCIC/NLETS/WYCJIN transactions necessary for Cody Police activities. (this includes pawn tickets) and enforce system rules as necessary.
- To coordinate warrant confirmation, including that for all municipal warrants.
- Provide Vehicle Registration information, caller information, or other record data requested by officers responding to calls for service.
- Related to 911 Services as applicable to Cody Police operations; Create and maintain Master Streets Address Guide (MSAG) for accurate location of calls; Maintain Intrado portion of MSAG database for 911 system integration; maintain E911 mapping integration for 911 caller location.
- Related to the Rims software: Provide overall general support services for operation of the RIMS suite of software; To provide general support assistance with the RIMS suite that only Cody Police has (iRims); Adjust and manage data tables that configure and standardize system use; make modifications to data, as necessary, to ensure accuracy of entered data; maintain and update special Rims files used by officers (probation, premise, streets, protection order, etc.).

EXHIBIT E

COUNTY TECHNOLOGY SERVICES PROVIDED TO CODY PD

- Direct Connectivity to the Law Enforcement Rims System via a DMZ Firewall Port.
- Access to the County Motor Vehicle Registration Files. These files would be held on the Rims System server for access via the Rims DMZ Firewall Port.
- Provide integration on Dispatch Consoles for 2 conventional radio channels and 3 WyoLink Talkgroups for the purpose of dispatching calls for service and communicating with Police personnel.
- Provide integration on Dispatch Consoles for 1 conventional radio channel and 1 WyoLink Talkgroup for the purpose of communicating with City Utilities personnel, when necessary.
- Provide space for placement of 3 consolette radios in Radio Room to accommodate Police and City Radio systems.
- Provide space for 3 antennas and feed lines on tower at 210-foot, 200-foot, and 115-foot levels to accommodate the consolette radios for Police and City radio systems.
- Provide space for 1 Wireless Access Point antenna and related feed line on the tower at approximate 20-foot level to accommodate Police mobile video system operations.
- Provide NEC Telephone Interfaces and basic telephone service for up to 23 Telephones (telephones to be provided by City). Of the 23, 17 will be IP Phone Ports and 6 will be Analog Phone Ports. *NOTE: In 2022 The County installed a new NEC IP Telephone System and provided 17 new NEC IP telephones to the City to replace their original NEC digital phones. Since then, the City is responsible for purchasing, repairing, or replacing those phones as they add or fail.*
- Provide 17 Direct Inward Dial (DID) Extensions for use with telephones (Extensions 8720 through 8736).
- Provide 6 Non-DID Extensions for use with telephones (Extensions 4730 through 4735).
- Provide telephone voice mail service for the DID and Non-DID Extensions.
- Provide logging recorder channels for 7 radio channels and software to access those recordings.
- Provide logging recorder export of any phone calls or radio traffic related to Cody Police activity that may be available on County Logging Recorder.

EXHIBIT F

Upon execution of this agreement CITY and COUNTY agree to the following changes:
(See Attached EXHIBIT B of Area Use)

- LEC Basement Room 027 (Tech Storage) shall be changed from Common use to PCSO use and hereafter be owned and controlled by the County. Room to be renamed SO Tech Room.
- LEC Basement Room 028 (Tech Workshop) shall be changed from Common use to CPD use and hereafter be owned and controlled by the City. Room to be renamed PD Tech Room.
- The County would relocate its half of the cabinetry and possessions from Room 028 (Tech Workshop/PD Tech Room) to Room 027 (Tech Storage/SO Tech Room).
- The City would remove and/or relocate its half of the shelving and possessions from Room 027 (Tech Storage/SO Tech Room) to some other CPD area.
- With the County's assistance, the City would remove and relocate its rack and equipment from Room 026 (Phone/Computer Room) to Room 028 (Tech Workshop/PD Tech Room) that they have been given control of.
- The City would have any terminations or demarcation points to resources outside the LEC relocated to Room 028 (Tech Workshop/PD Tech Room) for use with their rack and equipment.
- The County would extend all CAT6 wiring currently available for City use in Room 026 (Phone/Computer Room) into Room 028 (Tech Workshop/PD Tech Room) to be available for City use in that room instead. This would include County Provided POE IP connections for their allotted IP Telephones and County Provided connections for their allotted Analog telephone ports.
- With County coordination and approval, the City would acquire and install environmental/air conditioning equipment that may be required for their rack and equipment relocated to Room 028 (Tech Workshop/PD Tech Room).
- These changes would have the effect of physically separating the COUNTY and CITY equipment from each other and allow each to have separate, exclusive control of their own.
- Implementation of these changes must occur no later than sixty (60) days after the final signature executing this agreement, provided that this deadline shall not be enforced unless TCT is able to provide/install the Internet data circuit(s) that the CITY requires within that time frame.

EXHIBIT G

Services from previous agreements that COUNTY will NO LONGER provide for CITY:

- Provide CITY access to the LEC Server/Switch Room (Room 026).
CITY access to Room 026 will be allowed until its rack, equipment, cabling, and Internet service demarcation point are properly relocated to another location within the LEC building.
- Provide designated space in the LEC Server/Switch Room (Room 026) for any equipment.
- Provide 50 IPv4 Network Addresses for CITY use on the County Network in the following contiguous blocks: 192.168.0.100 through 192.168.0.119 and 192.168.0.121 through 192.168.0.150. *These have already been given to the City.*
- Provide up to 50 Network Switch Connections to the County Computer Network. *A network Switch has already been given to the City to accommodate this.*
- Provide Data Link Services between Law Enforcement & Courthouse (Misc. Data Services)
- Provide Access for 1 outside Terminal Service User, for use from 2 locations (School Resource Officer -Locked down by locations and external IP addresses)
- Provide Access for up to 20 outside Terminal Service Users for City Officers to use for various duties while at the Cody Middle School.
- Provide redundant Internet Access for up to 50 Devices on the County Network (subject to Firewall restrictions)
- Provide Internet Firewall protection for up to 50 Devices on the County Network.
- Provide Computer Domain User Accounts for up to 50 users.
- Provide Computer Domain Device Accounts for up to 50 devices.
- Provide access for up to 50 Exchange Server Internal Clients/Accounts (Microsoft Outlook – Email Etc.).
- Provide & maintain CodyPD.net Domain registration and services. *This will be transferred over to the City to maintain.*
- Provide Up to 25 Anti-Virus client agents for Police Computer Workstations.