

City Contract # 8403
JUVENILE HOUSING AGREEMENT

APPROVED as to form only:
By John Brodie at 9:15 am, Jul 06, 2026

between

**LARAMIE COUNTY, WYOMING GOVERNMENT and THE CITY OF CHEYENNE,
WYOMING**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming Government on behalf of the Laramie County Sheriff's Office, Wyoming, 1910 Pioneer Ave, Cheyenne, WY 82001 ("County"), and the City of Cheyenne, Wyoming, a municipal corporation of the State of Wyoming, 2101 O'Neil Ave., Cheyenne, Wyoming 82001 ("City") (collectively referred to as "parties" herein). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to outline the terms and agreement for the housing of juvenile detainees in the custody of the City in the Laramie County Juvenile Services Center, ('JSC') located at the Archer Complex 13794 Prairie Center Cir, Cheyenne, WY 82009, which is located outside the municipal boundaries of the City of Cheyenne.

No juvenile shall be admitted to the JSC, until the last signature is affixed to this Agreement. Individuals executing this Agreement are warranting that they have the authority to bind any respective entity which they represent, to the terms and conditions herein.

II. TERM

This Agreement shall begin on the date of execution by the duly authorized representatives of the parties and shall continue in full force and in effect until June 30, 2028, or terminated as provided herein. Any modifications to this Agreement can only be made through a written agreement mutually consented to by the parties involved.

III. DEFINITIONS

The parties agree that the following definitions apply to the terms of this Agreement:

- A. "Juvenile detention facility" means any facility which may legally and physically restrict and house a child, pursuant to Wyo. Stat. § 5-6-112(b)(i) and § 7-1-107(b)(i).
- B. "Minor," "child" or "juvenile" means an individual who is under the age of eighteen (18) years.
- C. "Status offense" means an offense, which, if committed by an adult, would not constitute an act punishable as a criminal offense by the laws of this state or a violation of a municipal ordinance, but does not include a violation of Wyo. Stat. § 12-6-101(b) or(c) or any similar municipal ordinance.

D. "Hardware secure juvenile detention facility" means a facility used for the detention of minors that is characterized by locks on the doors and other restrictive hardware designed to restrict the movement of the minors and protect public safety.

E. "Staff secure juvenile detention facility" means a facility used for the detention of minors that is characterized by a trained staff to supervise the movement and activities of detained minors at the facility, without the additional use of hardware secure equipment.

F. "Juvenile detainee" or "detainee" means a juvenile who has been charged with and/or convicted of a violation of local, state, or federal laws.

G. "City detainee" means a juvenile who is in the custody of the City.

H. "Facility" means the Laramie County Juvenile Services Center ("JSC") located at the Laramie County Archer Complex, Cheyenne, Wyoming.

IV. DETENTION SERVICES

A. County agrees to accept juvenile detainees of the City and provide for the security, custody, care, and safekeeping in accordance with state and local laws, standards, policies, procedures, and/or court orders applicable to the operations of the facility. County will consider detention of the juvenile proposed to be housed within the confines of the facility, at a level appropriate for the individual detainee.

1. Juveniles will be assessed using the Wyoming Juvenile Detention Risk Assessment Form and screened pursuant to appropriate medical and mental health protocols as determined by Laramie County. If a juvenile is deemed appropriate for detention, he or she will be accepted and housed at the Laramie County Juvenile Services Center.

2. The City understands and agrees that the primary purpose and function of the Laramie County JSC is for the housing and detention of juveniles, who are residents of or subject to judicial or City determinations, in Laramie County. This means that in addition to the terms and conditions herein, the availability of the facility for City juvenile detainees is dependent on space and resources available in the JSC. **This, among the other considerations herein, includes potential limitations on the duration of the housing of any juvenile detainee.**

B. County shall provide the following as part of its services:

1. Adequate, trained staff who will be present twenty-four (24) hours a day to supervise detainees. Detainees will be counted per department policy.
2. Adequate security: Coverage of all security posts and surveillance of detainees.
3. Three (3) meals per day for detainees. The meals will meet or exceed recommended dietary allowances published by the National Academy of Sciences and/or the American Correctional Association.

4. Twenty-four (24) hour emergency medical care for detainees. City will be responsible for reimbursing the County for costs of prescription drugs.
 5. Adequate sanitation and hygiene services.
 6. A suicide prevention program and mental health services.
 7. A safe facility with an automatic smoke and fire detection and alarm system.
 8. Written policies and procedures regarding fire and other safety standards.
 9. Housing of juveniles separate from adult offenders to comply with OJJDP guidelines.
- C. The following procedures shall apply upon receiving and discharge:
1. County agrees to accept the juvenile detainee in City custody for violations of federal, and/or state law upon presentation by an officer with proper law enforcement credentials and a court order or other acceptable evidence, indicating the authority and basis for detention and the custody of the City. County will not accept or hold detainees for status offenses.
 2. The City shall notify the JSC prior to arrival with any juvenile subject to this Agreement. Further, the City agrees to provide prior to arrival with any juvenile, all available medical, criminal, and institutional history for each detainee. "Prior to arrival" means no less than twenty-four (24) hours in advance.
 3. The City understands and warrants the need to comply with the requirement for prior notice and contact for each potential detainee. Multiple penal considerations by the JSC are required before acceptance and admittance of a City juvenile detainee; these include, but are not limited to, Determination of a juvenile's acceptability for incarceration in the facility, Determinations of classification for a proposed detainee, Available space in the facility, and Determination of the JSC's ability to meet any medical or psychiatric needs of a proposed juvenile detainee. **Failure to provide complete and accurate information in regard to any detainee may be grounds for termination of this housing agreement.**
 4. The City agrees to provide information regarding the length of any detainee's presence in the facility and agrees that due to the primary function of the JSC for local juvenile detainees, **the City may be required upon reasonable notice to arrange for removal and alternate housing for any City detainee.** "Reasonable notice" means no less than seventy two (72) hours.
 5. The City, when reasonably possible, shall provide twenty-four (24) hours prior notice with respect to juvenile detainees being removed from the facility.
 6. All acceptance of detainees and their release shall be coordinated with the County's on-duty Shift Supervisor, Sergeant, and/or Security Lieutenant.

7. The City shall be solely responsible for the safe and secure transportation of all detainees to and from the facility, for whatever purpose except in the event of a medical event or other emergency.
8. County agrees to release City detainees only to properly authorized City members.
9. County agrees to notify the City as soon as possible when any City detainee is involved in or commits a violation of law or serious policy violation, including but not limited to, escape, attempted escape, conspiracy to escape, or assault.
10. County and the Laramie County Sheriff's Department specifically reserve the right to refuse to accept detainees when appropriate housing space is not available, or for any reason, as determined in the sole discretion of the County.

V. MEDICAL SERVICES

A. County shall provide all City detainees with reasonable and adequate medical care as required by federal and state law. County agrees to transport detainees to and from the facility for emergency medical services or any other required medical services. The City shall pay all costs associated with hospital or health care services provided outside the facility, said payment to be made by the City directly to County, unless provisions have been made for direct payment to the provider by the City. Any discounted rates for services provided to County by medical facilities/physicians shall be extended to the City. Payment for medical costs shall be in accord with Section VII herein.

B. County shall notify the designated City contact as soon as possible of all emergent medical situations requiring removal of any City detainee from the facility and shall obtain prior authorization for all other non-emergency medical services required.

C. For the City, County will provide a copy of all pertinent medical records to the City, in accordance with department policy, at the time any such detainee incurs a charge for medical services which are to be billed to the City pursuant to this Agreement.

Failure to provide complete and accurate medical information, including but not limited to mental health history and all prescribed medications, in regard to any detainee may be grounds for termination of this housing agreement.

D. In the event a City detainee is required to be placed out of the facility for an extended period, the County will maintain security coverage for the detainee for the first twenty-four (24) hours. After twenty-four (24) hours, the City shall provide or arrange for security coverage for the detainee. In the event that the City is unable to provide security coverage, the City shall reimburse the County for all actual costs incurred in providing security.

VI. EDUCATION SERVICES

A. County shall provide for education and recreation programs for all detainees to include the following:

1. Education and instructional meetings in compliance with Wyoming educational standards, for the minimum amount of weekly classroom time required by the North Central Association on Accreditation and School Improvement.
2. A minimum of one (1) hour per day of structured recreation programming.

VII. PAYMENT

- A. County shall establish per diem rates on the basis of actual and allowable costs associated with the operation of the facility.
- B. For City detainees, the City shall reimburse County at the:
 1. Two hundred twenty-five (\$225.00) per juvenile detainee per day (City shall be billed for the day of admission, but not the day of release).
 2. Seventy Dollars (\$70.00) per juvenile detainee for book and release.
 3. Transportation rates (as applicable):
 - a. \$.725/mile; and
 - b. \$55.00/hour/officer.
- C. The City shall not be responsible for any administrative costs associated with admissions or releases.
- D. Any change in rates shall be submitted sixty (60) days prior to the effective date of the new rate and shall be approved by both parties.
- E. County shall prepare and submit original and separate invoices each month to the City, at the office and address provided by the City.
- F. Each invoice shall contain: the name of each City detainee, who has been detained solely for one or more violations of the Cheyenne City Code, specific dates of confinement, the total days to be reimbursed, the per diem rate, medical costs, and the total amount billed (total days multiplied by the per diem rate per day plus medical costs). The parties to this Agreement recognize that records identifying juveniles held in detention are confidential and shall be treated as such pursuant to Wyoming and federal law.
- G. Invoice billing shall be completed during the first week of the month. Payment will be due for services rendered by County on the thirtieth (30th) calendar day after the invoice date. The date of the check issued in payment shall be considered to be the date the payment is made.

VIII. INSPECTION

- A. The Laramie County Juvenile Services Center agrees to all inspections of the facility at any time by the City. The City shall communicate to the Sheriff or his designee any concerns the City may have with the operations or conditions of the facility.
- B. County shall provide the City with all incident reports, progress reports, and any other type of report as it relates to City detainees when requested, pursuant to County Policy.

IX. ADDITIONAL PROVISIONS

- A. Applicable Law and Venue. The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. Or, if removal is ordered, in the Federal District Court District of Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to the City and to COUNTY in executing this Agreement. This provision is not intended, nor shall it be construed to waive the City's or COUNTY's governmental immunity as provided in this Agreement
- B. Assignment. Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.
- C. Modification. This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- D. ADA Compliance. All parties agree they will not discriminate against a qualified individual with a disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.
- E. Discrimination. All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, disability, or national origin.
- F. Entire Agreement. This Agreement consisting of eight (8) pages represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations, and agreements, whether written or oral.
- G. Governmental/Sovereign Immunity. Neither County nor the City waive their respective Governmental/Sovereign Immunity, as provided by any applicable law including, but not limited to Wyo. Stat. § 1-39- 101, et seq., by entering into this Agreement. Further, County and the City fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract, or any other theory of law.

H. Indemnification. Because the City and County are governmental entities with their respective immunities and defenses, neither party to this Agreement agrees to insure, defend, or indemnify the other party. Each party to this agreement shall be responsible for any liability arising from its own conduct.

I. Invalidity. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or unenforceability, such holding, or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

J. Termination. This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties. City shall be responsible for any transportation costs of the juvenile detainee if this contract is terminated during a detention period, as limited by any applicable law, statute or agreement that might relate to the same.

K. Third Party Beneficiary. The parties 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 the 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 party's 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 action for breach of this Agreement.

L. Notices. All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

JUVENILE HOUSING AGREEMENT

between

**LARAMIE COUNTY, WYOMING GOVERNMENT and THE CITY OF CHEYENNE,
WYOMING**

This Agreement is effective the date of the last signature is affixed to this page.

IN WITNESS WHEREOF, the parties to this Agreement through their duly authorized representatives, have executed this Agreement on the days and dates set out below.

LARAMIE COUNTY, WYOMING

By: _____ Date: _____
Designated Juvenile Detention Supervisor
Laramie County Sheriff's Office
Name: _____

CITY

By:  _____ Date: 7-28-24
Title: _____
Seal
attest:
Kylie Adams, City Clerk

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date: 7/30/16
Laramie County Attorney's Office