

CONTRACT FOR SERVICES
between
LARAMIE COUNTY COMMUNITY JUVENILE SERVICES JOINT POWERS BOARD
And
LARAMIE COUNTY, WYOMING
and
THE CITY OF CHEYENNE, OFFICE OF YOUTH ALTERNATIVES

This Contract for Services (hereinafter "Agreement") is made and entered into by and between the Laramie County Community Juvenile Services Joint Powers Board, 310 W. 19th Street, Cheyenne, Wyoming 82001 ("BOARD"), Laramie County, Wyoming, 310 W. 19th Street, Cheyenne, Wyoming 82001 ("COUNTY") and the City of Cheyenne, Youth Alternatives, 1328 Talbot Court, Cheyenne, Wyoming 82001 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to procure from CONTRACTOR crisis shelter services on behalf of COUNTY and for which the CONTRACTOR will be paid by the BOARD. These are services that could otherwise be rendered directly by the BOARD or COUNTY for the benefit of the public. This Agreement does not constitute a grant. It is a contract to purchase services.

II. TERM

This Agreement shall commence on July 1, 2018 and shall remain in effect through June 30, 2020. This Agreement may be renewed subject to the mutual agreement of the parties, in writing, as to term, scope and cost of services, and availability of funding. This Agreement may be terminated in accordance with the terms and conditions set forth herein.

III. PAYMENT

BOARD shall pay monthly payments of five thousand, seven hundred and fifty dollars (\$5,750.00) during the term of the agreement. Payments may be suspended for any period in which the services are not rendered. Payment will be made upon receipt of CONTRACTOR's monthly invoice to BOARD and receipt of funds from the Wyoming Department of Family Services. Payment shall be in accordance with Wyo. Stat. §16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide on-call crisis center services on a twenty-four-hour per day, seven day per week basis. The CONTRACTOR may use existing or specifically hired staff to provide these services as long as licensure and other professional standards are met and services as provided as set forth in Attachment A.

B. CONTRACTOR shall provide with their monthly invoice a report of the number of juveniles served during the month and cumulatively by the CONTRACTOR's services.

C. CONTRACTOR shall provide a report within seven days of the conclusion of each month which will include a narrative description of significant issues and opportunities, the number of youth served by these services and the total number of contact hours provided by each program during the previous month. CONTRACTOR shall provide all other reports as may be required by Attachment A or as may be subsequently required by BOARD regarding the nature of the services being provided or other aspects of the CONTRACTOR'S performance under this Agreement.

D. CONTRACTOR agrees to retain all required records for three (3) years after BOARD makes final payment and all other matters relating to this Agreement are concluded. CONTRACTOR agrees to permit access by the BOARD or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. This provision shall not be applicable to confidential information regarding the juveniles served.

V. GENERAL PROVISIONS

A. Amendments. Any party to this Agreement may request changes to this Agreement. Any changes, modifications, revisions or amendments which are mutually agreed upon by all parties shall be incorporated by written instrument, executed and signed by both parties to this Agreement.

B. Americans with Disabilities Act. All parties agree they will not discriminate against a qualified individual with 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.

C. 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. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to COUNTY, CONTRACTOR and BOARD in executing this Agreement. This provision is not intended nor shall it be construed to waive the COUNTY's, the CONTRACTOR's or the BOARD's governmental immunity as provided in this Agreement.

D. Availability of Funds. BOARD's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by BOARD at the end of the period for which funds are available. BOARD shall notify CONTRACTOR and COUNTY at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if BOARD knows of the shortage at least thirty

(30) days in advance. No penalty shall accrue to BOARD in the event this provision is exercised, and BOARD or COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. At no time is the COUNTY obligated to make any payments of any sort to the BOARD or CONTRACTOR under this Agreement.

E. Conflict of Interest: BOARD, COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

F. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

G. 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, handicapping condition, or national origin.

H. Entire Agreement: This Agreement and Attachment A represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

I. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

J. Governmental/Sovereign Immunity: The COUNTY, the BOARD and the CONTRACTOR do not waive their governmental/sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them pursuant to Wyo. Stat. § 1-39-101 *et seq.* and all other state laws. Further, the COUNTY, the BOARD and the CONTRACTOR retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

K. Indemnification: Each of the parties to this agreement shall be responsible for any liability arising from its own conduct. None of the parties agrees to insure, defend or indemnify the other.

L. Independent Contractor: The services to be performed by CONTRACTOR and any personnel utilized by CONTRACTOR are those of an independent contractor and not as an employee of BOARD or COUNTY. CONTRACTOR assumes responsibility for all personnel who provide services pursuant to this contract.

M. 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.

N. Severability: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the BOARD or COUNTY or CONTRACTOR 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.

O. Termination: This Agreement may be terminated (a) by any party to this Agreement at any time for failure of any other party to comply with the terms and conditions of this agreement; (b) by any party to this agreement, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by all parties.

P. Third Parties: 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.

Q. Titles Not Controlling: Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

R. Waiver: The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

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between
LARAMIE COUNTY COMMUNITY JUVENILE SERVICES JOINT POWERS BOARD
And
LARAMIE COUNTY, WYOMING
and
THE CITY OF CHEYENNE, OFFICE OF YOUTH ALTERNATIVES
Signature Pages

In witness thereof, the parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions herein.

LARAMIE COUNTY COMMUNITY JUVENILE SERVICES JOINT POWERS BOARD

By: Michael J Sorenson Date 6/20/18
Michael Sorenson, Vice Chairman

ATTEST:

By: [Signature] Date 6/20/18

REVIEWED AND APPROVED AS TO FORM ONLY:

By: Gregory B. Hack Date 6/21/18
Attorney for Laramie County Community Juvenile Services Joint Powers Board

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Buck Holmes, Chairman


ATTEST:

By: _____ Date _____

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 8/8/18
County Attorney Attorney's Office

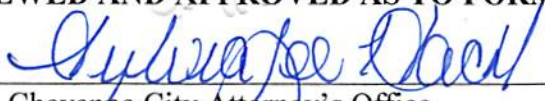
CITY OF CHEYENNE, WYOMING

By:  Date 7-25-18
~~Mark D. Rinne, Mayor~~ Dr. Mark D. Rinne, Acting Mayor

ATTEST:

By:  Date 7/25/2018
Carol Intlekofer, City Clerk

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 7/3/18
Cheyenne City Attorney's Office

ATTACHMENT A

To the Contract for Services between the Laramie County Community Juvenile Services Joint Powers Board and the City of Cheyenne, Office of Youth Alternatives

SERVICES TO BE PROVIDED BY YOUTH ALTERNATIVES TO THE LARAMIE COUNTY SHERIFF'S DEPARTMENT AT THE JUVENILE SERVICE CENTER

The proposed agreement between the Laramie County Sheriff's Department, the Office of Youth Alternatives and the Laramie County Community Juvenile Services Joint Powers Board for the provision of screening, counseling and supportive services to youth referred to the Juvenile Services Center Crisis Shelter (JSC-CS).

The services would include:

1. 24/7/365 availability for crisis support.
2. Phone assessment
3. Crisis meeting assessment
4. Support services for youth and families redirected from the JSC-CS.
5. Family counseling and support for families in crisis
6. Individual and family goal development for admitted youth
7. Discharge planning.
8. Conduct discharge meetings.
9. Provide follow-up services for discharged youth, including referral to service providers if necessary.
10. Provide on-going family counseling or referral to appropriate service providers.
11. Manage caseload of counseling cases with majority of them being crisis youth referrals.

To provide these services, Youth Alternatives will use its current on-call system. Coverage would be provided by a family counselor hired to support these services and by other Youth Alternative staff.

Youth Alternatives will be responsible for assuring that all services are provided by practitioners with appropriate licensing or licensed supervision.

When Youth Alternatives receives a call for services, the on-call staff will contact the JSC-CS to determine availability. Parent or youth referrals in which there is a clear and imminent danger of physical altercation will be referred to the JSC or to law enforcement.

The procedures to be used to refer juveniles to and from the JSC-CS and to other community services will be jointly agreed by Youth Alternatives and the Sheriff's Department but are broadly described in the document "Admission Flow for Referrals to Juvenile Services Crisis Shelter" drafted by Youth Alternatives and approved by the Laramie County Community Juvenile Services Joint Powers Board.

Both Youth Alternatives and the Sheriff's Office will keep the LCCJSJPB informed of any changes in the services to be provided under the proposed agreement or any conflict over the terms or requirements of the agreement.