

COUNTY CONTRACT NO. _____

CITY CONTRACT NO. 7800

THIS AGREEMENT, made and entered into this _____ day of _____, 2023 by and between the City of Cheyenne, Wyoming, a municipal corporation of the State of Wyoming, hereinafter referred to as the "City," and the Laramie County Sheriff's Department and Laramie County, Wyoming, a political subdivision of the State of Wyoming, hereinafter referred to as the "County."

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. That the City and the County, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by them, hereby agree that the County shall make available to the City, the Laramie County Detention Center, located at 1910 Pioneer Avenue in Cheyenne, Wyoming, for the purpose of housing City prisoners. The County agrees to accept City prisoners for the duration of their confinement at the detention center. The County shall follow accepted security procedures which shall be determined solely by the County and made known to the City upon the City's request.

2. The term of this Agreement will be from July 1, 2023 to June 30, 2024.

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

a. "City Prisoner": Any adult person arrested and booked by a City officer and held in the Laramie County Detention Center solely on City of Cheyenne municipal charges.

b. "County Prisoner": Any person, regardless of the identity of the arresting officer, who has been arrested and is being held in the Laramie County Detention Center for a felony charge or statutory misdemeanor.

c. "Held": When property of a prisoner is inventoried, clothing exchanged and the prisoner placed in a permanent holding cell or incarcerated in excess of twelve (12) hours.

d. "Inmate Laborers": Prisoners designated by the County as being subject to minimal security arrangements.

e. "Book and Release": Prisoners brought into the Laramie County Detention Center where only a picture, fingerprint card(s) and a booking card are requested and the subject is then released in less than twelve (12) hours.

4. That as consideration for the safe keeping of said City prisoners, the City agrees to pay the County for the time period of July 1, 2023 to June 30, 2024, on a monthly basis, the sum of One Hundred Twenty Dollars (\$120.00) per City prisoner per day and Sixty Dollars (\$60.00) per prisoner for book and release. If the County determines that there is no space available to house a City prisoner at the Laramie County Detention Center and the County must contract with a third party to house that City prisoner, the City will reimburse the County any costs associated with housing that City prisoner with a third party which exceeds the agreed upon daily fee, provided however, that the County shall furnish one business days' notice to the City prior to moving a City prisoner out of the County.

5. The City shall be solely responsible for the safe and secure transportation of all City prisoners to and from the detention center.

6. The County will be responsible for moving City prisoners from housing areas to secure virtual court areas within the jail for the purposes of tele-court or virtual court. The County will provide supervision of the inmate during movement of the prisoner and during virtual court proceedings.

7. The County shall not release any City prisoner except to a duly authorized City of Cheyenne Police Officer, a Community Service Officer, or a Municipal Security Officer who has presented proper credentials, ~~or~~ proper court order, or unless released upon proper court authority. Upon such release, the County will have no further responsibility for the prisoner until such prisoner is returned.

8. The County and/or its subcontractors shall provide necessary health care including medical, mental health, vision, and dental care for City prisoners in accordance with a standard of care equivalent to that standard established by this Agreement. The standards for such care shall not be less than that established by National Commission on Correctional Health Care Standards for Jails (NCCHC), and State and Federal constitutional law.

- a. Routine health care services, included in the per diem rate (in paragraph 4) for medical, dental, vision, and mental health care, are to include but not limited to, daily nurse call, medical doctor sick call, pill call, pharmaceuticals, over the counter medications, and supplies.
- b. The County shall provide the City with at least a twenty-four (24) hour advance written notice of any off-site medical services needed for City prisoners, unless the need for off-site medical services is due to an emergency situation. In the event of an emergency situation, the County shall notify the City of such within twenty-four (24) hours following the action the County takes.
- c. The County shall provide transportation and security for County prisoners to the local off-site medical services, including inmates who are hospitalized or transported to an emergency room or specialist's office for specialty care. The Cheyenne Police Department shall provide transportation and security for City prisoners to the local off-site medical services, including inmates who are hospitalized or transported to an emergency room or specialist's office for specialty care.

9. From time to time the City and County may together consult and designate certain City prisoners as Inmate Laborers. The County shall make said Inmate Laborers available to the City to perform various responsibilities in the detention center or on City properties. The County shall not be responsible for the safe and secure custody of said Inmate Laborers at any time when said Inmate Laborers are not in the custody of the County.

10. The County specifically reserves the right to refuse to accept City prisoners when there is no housing space available. The City shall comply with and follow established policies and procedures when utilizing the Laramie County Detention Center for official business.

11. The County shall provide the City access to all arrest file fingerprint cards and inmate photographs.

12. The parties agree that as long as both Laramie County and the City of Cheyenne are members of the WARM pool, any legal problems encountered by the Laramie County Sheriff's Office in housing County or City prisoners will be referred to the WARM pool.

13. 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. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CITY and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive 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 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. The parties further assure that they will include the language of this paragraph in all agreements associated or connected in any way with this Agreement and shall cause all exiting agreements to similarly include this clause.
- F. The County shall comply fully with all requirements of the Equal Employment

Opportunity Commission (EEOC) in the same manner as is expected from the City.

- G. Entire Agreement. This Agreement consisting of six (6) pages represents the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.
- H. Governmental/Sovereign Immunity. Neither County nor City waives its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. § 1-39- 101, *et seq.*, by entering into this Agreement. Further, County and 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.
- I. Indemnification. Because the City and the County are participants in the Wyoming Association of Risk Management, neither party to this Agreement agrees to insure, defend or indemnify the other party.
- J. 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.
- K. 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.
- L. 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 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 action for breach of this Agreement.
- M. Extra-Territorial Jurisdiction of Cheyenne Police Department Officers. Pursuant to Wyo. Stat. § 7-2-106(b), the Sheriff of Laramie County, Wyoming, does hereby request that Cheyenne Police Department Officers be authorized to transport juvenile detainees to the Laramie County Juvenile Services Center.
- N. 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.

18. This Agreement contains the entire understanding of the parties and there are no other terms or conditions, oral or written, concerning or controlling this matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CITY OF CHEYENNE, WYOMING

BY:



Patrick Collins, Mayor

8-16-23

Date

(SEAL)

ATTEST:



Kristina F. Jones, City Clerk

LARAMIE COUNTY SHERIFF'S DEPARTMENT

BY:

Laramie County Sheriff

LARAMIE COUNTY, WYOMING

BY:

Chairman
Laramie County Commissioners

Date

Date

(SEAL)

ATTEST:

Laramie County Clerk

Approved as to form only:



Laramie County Attorney