

CONTRACT FOR SERVICES
between
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 Laramie County, Wyoming, 310 West 19th Street, Cheyenne, Wyoming 82001 ("COUNTY") and the City of Cheyenne, Office of 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 COUNTY. These are services that could otherwise be rendered directly by the COUNTY for the benefit of the public. This Agreement does not constitute a grant. It is a contract to purchase services. These services are further described in the proposal which is attached hereto as Attachment A.

II. TERM

This Agreement shall commence on July 1, 2021 and shall remain in effect through June 30, 2022. 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

Total payment under this Agreement shall not exceed Sixty-Nine Thousand Dollars and No Cents (\$69,000.00). Payment will be made in a series of twelve (12) monthly payments, with each such monthly payment being for one twelfth (1/12) of the total amount of payment under this Agreement. Payments may be suspended for any period in which the services are not rendered. Each such monthly payment will be made only after receipt of CONTRACTOR's monthly invoice to COUNTY. 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 (24) hour per day, seven (7) 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 (7) 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 COUNTY 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 COUNTY makes final payment and all other matters relating to this Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY 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 and CONTRACTOR in executing this Agreement. This provision is not intended nor shall it be construed to waive the COUNTY's and CONTRACTOR's governmental immunity as provided in this Agreement.

D. Availability of Funds. COUNTY'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 COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR 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 COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

E. Conflict of Interest. 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 (4 pages) and Attachment A (1 page) 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 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 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 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 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, WYOMING
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Signature Page

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.

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

LARAMIE COUNTY, WYOMING

By: _____ Date _____

Gunnar Malm, Chairman

ATTEST:

By: _____ Date _____

Debra Lee, Laramie County Clerk

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 9/2/21

Joe Chenchar, Deputy County Attorney

CITY OF CHEYENNE, WYOMING

By:  _____ Date 8-25-21

Patrick Collins, Mayor

ATTEST:

By:  _____ Date 9-1-21

Kristina F. Jones, City Clerk

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 8/2/2021

David Singleton, Assistant City Attorney