

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: October 17, 2017

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims
☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions
☐ Resolutions ☐ Other

3. DEPARTMENT: Laramie County Sheriff's Dept.

APPLICANT: Goshen County

AGENT: Lt. Eric Kent

4. DESCRIPTION: Consideration of a juvenile housing agreement between Laramie County and Goshen County to house juvenile detainees in the custody of the Goshen County Sheriff at the Laramie County Juvenile Services Center.

Amount \$195 per detainee plus transportation costs From

To

5. DOCUMENTATION: 2 Originals

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY

GA

Clerks Use Only:

Commissioner

Ash _____

Heath _____

Holmes _____

Kailey _____

Thompson _____

Action _____

Postponed/Tabled _____

Signatures

Co Attny _____

Assist Co Attny _____

Grants Manager _____

Outside Agency _____

JUVENILE HOUSING AGREEMENT
between
LARAMIE COUNTY and GOSHEN COUNTY, WYOMING

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, 310 W. 19th St., Suite 300, Cheyenne, WY 82001 (COUNTY), and GOSHEN COUNTY, Wyoming, 2120 E B St, Torrington, WY 82240 (GOSHEN COUNTY). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to outline the terms and conditions for the housing of juvenile detainees in the custody of the Goshen County Sheriff in the Laramie County Juvenile Services Center, 13794 Prairie Center Circle, Cheyenne WY, 82009.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until terminated as provided herein. The agreement may be modified only by written agreement between the parties.

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 W.S. 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 statutes.

G. "Facility" means the Laramie County Juvenile Services Center located at 13794 Prairie Center Circle, Cheyenne, WY 82009.

IV. DETENTION SERVICES

A. Laramie County agrees to accept juvenile detainees of Goshen County Sheriff's Dept. 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. Laramie County will consider for detention all juveniles charged with and/or convicted of a violation of local, state or federal statutes (non-status offenses), who will 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 juveniles are deemed appropriate for detention, they will be accepted and housed in accordance with the processes established by Laramie County.

2. Laramie County specifically reserves the right to refuse to accept juveniles when appropriate housing space is not available, or for any reason, as determined in the complete discretion of Laramie County.

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

1. Adequately trained staff who will be present twenty-four (24) hours a day to supervise detainees. Detainees will be counted per department policy.

2. Coverage of all security posts and surveillance of detainees.

3. Three (3) meals and one snack 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.

5. A safe facility with automatic smoke and fire detection and alarm system.

6. Written policies and procedures regarding fire and other safety standards.

7. Housing of juveniles separate from adult offenders to comply with OJJDP guidelines.

C. The following procedures shall apply upon receiving and discharge:

1. Laramie County agrees to accept detainees from the Goshen County Sheriff for violations of federal, state and municipal laws only upon presentation by a law enforcement officer and a notarized statement of probable cause or court order.

2. Goshen County Sheriff shall provide at time of arrival at the facility, or thereafter within 24 hours of admission, all available medical, criminal and institutional history for each detainee.

3. Goshen County Sheriff, when reasonably possible, shall provide 24 hours prior notice with respect to juvenile detainees being brought to or removed from the facility. All acceptances of detainees and their release shall be coordinated with Laramie County's on-duty Juvenile Services Lieutenant or his designated representative.

4. Laramie County agrees to notify the Goshen County Sheriff as soon as possible when a Goshen County detainee is involved in an escape, attempted escape or conspiracy to escape from the facility.

5. Laramie County specifically reserves the right to refuse to accept detainees when appropriate housing space is not available, or for any reason, as determined in the complete discretion of the County.

V. MEDICAL SERVICES

A. Laramie County shall provide Goshen County detainees with reasonable and adequate medical care as required by federal and state law. Laramie County agrees to transport detainees to and from the facility for emergency medical services or any other required medical services. All costs associated with hospital or health care services provided outside the facility shall be paid directly to Laramie County, Wyoming by Goshen County. Any discounted rates for services provided to Laramie County by medical facilities/physicians shall be extended to Goshen County.

B. Laramie County shall notify the facility administrator for the Goshen County Sheriff as soon as possible of all emergency medical situations requiring removal of a detainee from the facility. Laramie County shall make reasonable efforts to provide advance notice to the Goshen County Sheriff and to obtain prior authorization for all other non-emergent care required.

C. Laramie County will provide a copy of all pertinent medical records to the Goshen County Sheriff, in accordance with department policy, at the time the detainee incurs a charge for medical services billed to the Goshen County Sheriff.

D. In the event a detainee is required to be placed out of the facility for an extended period of time, Laramie County will maintain security coverage for the detainee for the first forty-eight (48) hours. After forty-eight (48) hours, Goshen County Sheriff shall assume security coverage for the detainee.

VI. EDUCATION SERVICES

A. Laramie County shall provide for education and recreation programs for each detainee, including the following:

1. Education instruction meeting Wyoming educational standards, for at least 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. Laramie County shall establish per diem rates on the basis of actual and allowable costs associated with the operation of the facility.

B. Goshen County shall reimburse Laramie County at the following rates:

1. One hundred ninety-five dollars (\$195.00) per detainee, per day. Goshen County shall be billed the full daily rate for every day or portion of a day each detainee is housed at the Laramie County Juvenile Services Center or other facility.
2. Transportation rates (as applicable):
 - Fifty-five (\$ 0.55) per mile
 - Twenty-eight dollars (\$28.00) per hour, per officer

Transportation charges shall be billed when a detainee is transported either from outside of Laramie County to the facility, as requested by Goshen County Sheriff or required by a court or pursuant to lawful order; or from the facility to another location outside the county. No charges shall be incurred for routine transport within Laramie County, such as to and from court, or to required appointments.

C. Any change in rates shall be submitted 60 days prior to the effective date of the new rate and shall be approved by both parties.

D. Laramie County shall prepare and submit original and separate invoices each month to Goshen County, directed to the person, office and address specified by the Goshen County Sheriff. Each invoice shall contain: the name of each detainee, specific dates of detention, the total days to be reimbursed, the per diem rate, any medical costs, and the total amount billed (total days multiplied by the rate per day). 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.

E. Invoice billing shall be completed during the first week of the month. Payment will be due for services rendered by Laramie 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 Goshen County Sheriff. Goshen County Sheriff shall communicate to the Laramie County Sheriff or his designee any concerns the Goshen County Sheriff may have with the operations or conditions of the facility.

B. Laramie County shall provide the Goshen County Sheriff with all incident reports, progress reports and any other type of report as it relates to those juveniles placed by the Goshen County Sheriff.

IX. ADDITIONAL PROVISIONS

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

B. **Applicable Law and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that Laramie County and Goshen County Sheriff do not waive governmental immunity by entering into this Agreement. All parties specifically retain immunity and all defenses available to them as governmental entities pursuant to Wyo. Stat. §1-30-104(a) and all other state or federal law.

C. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. Neither party shall use this Agreement, or any portion thereof, as collateral for any financial obligation.

D. **ADA Compliance.** All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, as amended, 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, handicapping condition, or national origin.

F. **Entirety of Agreement.** This Agreement, consisting of seven (8) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

G. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

H. **Indemnification.** Each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other. Goshen County Sheriff shall inform Laramie County immediately and in any event no later than seven (7) business days after receipt of any claim filed or brought by a juvenile which is related to the juvenile's detention in the facility.

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. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to each party at the address provided under this Agreement, either by regular mail or delivery in person.

K. **Sovereign/Governmental Immunity.** The parties intend and agree that neither Laramie County nor Goshen County waives its Governmental/ Sovereign Immunity by entering into this Agreement, and each party specifically retains immunity and all other defenses available to them as governmental entities pursuant to Wyo. Stat. §1-39-104 and all other state or federal law.

L. **Termination of Agreement.** This Agreement may be terminated by either party, without cause, upon thirty (30) days' written notice. This Agreement may be terminated immediately for cause if Goshen County or the Goshen County Sheriff fails to comply with the terms of this Agreement, including but not limited to timely payment.

M. **Third Party Beneficiary Rights.** 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 provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

N. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

O. **Titles Not Controlling.** Titles of paragraph are for reference only, and shall not be used to construe the language in this Agreement.

P. **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. Failure to object to a breach shall not constitute a waiver.

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JUVENILE HOUSING AGREEMENT
between
LARAMIE COUNTY, WYOMING and GOSHEN COUNTY WYOMING

By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement and that they have the authority to sign it.

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

LARAMIE COUNTY, WYOMING

By: _____
Troy Thompson, Chairman
Laramie County Commissioners

Date _____

ATTEST:

By: _____
Debra Lee, Laramie County Clerk

Date _____

GOSHEN COUNTY, WYOMING

By:  _____
Carl Rupp, Chairman
Goshen County Commissioner

Date 9-21-17

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____
Gladys Ayokosok, Deputy Laramie County Attorney

Date 10/9/2017