

**LARAMIE COUNTY CLERK
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM PROCESSING FORM**

1. DATE OF PROPOSED ACTION: February 5, 2013

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims

X Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats

☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions

☐ Resolutions ☐ Other

3. DEPARTMENT: County Clerk

APPLICANT: Youth Alternatives

AGENT: Debbye Lathrop

4. DESCRIPTION: Consideration of a contract between Laramie County and the City of Cheyenne in the amount of \$45,600 for Youth Alternatives to provide juvenile probation services for fiscal year 2013.

Amount \$ 45,600

From July 1, 2012

To June 30, 2013

5. DOCUMENTATION: Originals and (4) four copies

Clerks Use Only:

Commissioner

Ash _____
Hasenauer _____
Holmes _____
Humphrey _____
Thompson _____
Action _____
Postponed/Tabled _____

Signatures

Co Attny _____
Assist Co Attny _____
Grants Manager _____
Outside Agency _____

By: BS
Date: 11-30-12

CITY CONTRACT #5941

Approved as to
form only:

D. White
Date: 12/04/2012

**AGREEMENT FOR JUVENILE PROBATION SERVICES
LARAMIE COUNTY, WYOMING / CHEYENNE YOUTH ALTERNATIVES**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and the City of Cheyenne, Office of Youth Alternatives, 1328 Talbot Court, Cheyenne, Wyoming 82001 ("CYA"). The parties agree as follows:

I. PURPOSE

1. To deliver services for juveniles appearing in the juvenile division of Laramie County Circuit Court and the Municipal Court of the City of Cheyenne.
2. To implement a supervised probation program for juveniles appearing in the juvenile division of Laramie County Circuit Court and the Municipal Court of the City of Cheyenne. Juveniles are defined as those individuals under the age of eighteen (18).
3. To provide coordination of drug and alcohol services to Juveniles appearing in the Laramie County Circuit and City of Cheyenne Municipal Courts.

II. TERM

This Agreement shall commence on July 1, 2012 and shall remain in full force and effect through June 30, 2013.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CYA a total of forty-five thousand six hundred dollars (\$45,600). COUNTY will make payment **quarterly upon receipt of a properly executed payment request form prescribed by the Laramie County Clerk.** No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with W.S. §16-6-602 (as amended).

IV. RESPONSIBILITIES OF CITY

1. Attendance and participation in the Juvenile Screening Committee and pre-court assessment and screening of juveniles scheduled to appear in the Courts.
2. Coordination of the Juvenile Alcohol and Drug Intervention Program (JADIP), which includes:
 - a. monitoring and tracking of all youth assigned to the program.
 - b. schedule and notify all parents and youth for drug court attendance.
 - c. schedule random law enforcement home checks.
 - d. coordinate treatment program and client case reviews.
 - e. ensure all other orders of the court(s) are adhered to.
 - f. provide consultation to the Circuit and Municipal Court Judges as requested,

including preparation of the case docket and client review for the Drug Court (s).

3. Serve as the probation officer(s) to all cases assigned to the drug and alcohol program. Probation officers will:
 - a. providing direct supervision of assigned cases.
 - b. ensure random urinalysis tests are conducted.
 - c. monitor school attendance and performance.
 - d. review mis-conduct and recommend appropriate graduated sanctions.
 - e. conduct regular (at least monthly) meetings with parents.
4. Provide probation supervision of all assigned cases from the Municipal and Circuit consistent with the services listed in section 3 above.
5. CYA shall maintain complete case records of the services provided pursuant to this agreement. CYA shall retain all records generated while performing service pursuant to this agreement for three (3) years after the County makes final payment and all other matters relating to this Agreement are concluded. CYA shall provide quarterly reports detailing level of services to the Laramie County Grants Manager on a timely basis. CYA shall permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CYA which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

V. GENERAL PROVISIONS

- A. Independent Contractor: The services to be performed by CYA are those of an independent contractor and not as an employee of COUNTY. CYA is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CYA assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CYA is free to perform the same or similar services for others.
- B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CYA of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- C. 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.

D. Entire Agreement: This Agreement (5 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.

E. 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.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. 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.

H. 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. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: CYA 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.

J. 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.

K. 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.

L. Governmental/Sovereign Immunity: COUNTY and CYA do not waive their Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, the parties fully 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.

M. 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.

N. 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.

O. Conflict of Interest: COUNTY and CYA affirm, to their knowledge, no CYA employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CYA, 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.

P. 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.

Q. Limitation on Payment: 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 CYA the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CYA at the earliest possible time of the services which will or may be effected 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.

R. 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.

S. Compliance with Laws: CYA shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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LARAMIE COUNTY, WYOMING / CHEYENNE YOUTH ALTERNATIVES**

Signature Page

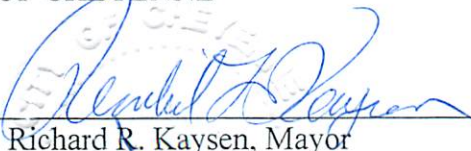
LARAMIE COUNTY, WYOMING

By: _____ Date _____
Gay Woodhouse, Chairman, Laramie County Board of Commissioners

ATTEST:

By: _____ Date _____
Debra K. Lathrop, Laramie County Clerk

CITY OF CHEYENNE

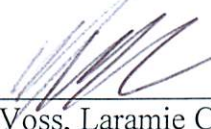
By:  _____ Date 12/21/12
Richard R. Kaysen, Mayor

ATTEST

By:  _____ Date Dec. 21, 2012
Carol Intlekofer, City Clerk

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 1/20/13
Mark Voss, Laramie County Attorney

STATE OF MISSISSIPPI
COUNTY OF [illegible]

[illegible text]

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Dec 31 1899