

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: 09/06/16

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 Drug and DUI Court programs

APPLICANT: Laramie County Drug Court

AGENT: Kurt Zunker

4. DESCRIPTION: Consideration of a contract between Laramie County and Drug Testing Center of Cheyenne to provide drug testing services, community supervision services, and other support services as necessary for Drug Court participants in the amount to not exceed \$14,400.00 .

Amount \$ 14,400.00

From July 1, 2016 To June 30, 2017

5. DOCUMENTATION: 2 Originals

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

Clerks Use Only:

Commissioner

Signatures

Heath_____

Co Attny _____

Holmes_____

Assist Co Attny _____

Thompson_____

Ash_____

Kailey_____

Grants Manager_____

Action_____

Outside Agency_____

Postponed/Tabled_____

**AGREEMENT TO PROVIDE COMMUNITY SUPERVISION AND URINALYSIS
TESTING SERVICES TO THE LARAMIE COUNTY DRUG COURT PROGRAM**

between

LARAMIE COUNTY and DRUG TESTING CENTER of CHEYENNE

THIS AGREEMENT is made and entered into by and between Laramie County, 310 W. 19TH St., Suite 320, Cheyenne, Wyoming 82001 ("COUNTY"), and Drug Testing Center of Cheyenne, 205 West 18th Street, Cheyenne, WY 82001 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to secure the services of CONTRACTOR in supporting the Laramie County Drug Court program with additional community supervision, to include but not be limited to, home visits, work verification, schedule verification, electronic monitoring, and urinalysis testing of Drug Court participants.

II. TERM

This Agreement shall commence on July 1, 2016, and shall remain in full force and effect until June 30, 2017.

III. RESPONSIBILITIES OF COUNTY

A. COUNTY shall pay CONTRACTOR \$1,200.00 per month for the services enumerated in Section IV, below. COUNTY may be obligated to pay for additional services such as electronic monitoring (Section IV A. 1.) and for specialized urinalysis testing. Payment shall not exceed \$14,400.00. CONTRACTOR shall bill by detailed invoice submitted on a monthly basis the Director of the Laramie County Drug Court program for approval. Payments shall be in accordance with WYO. STAT. ANN. § 16-6-602 (2009). No payment shall be made before the last signature is affixed to this Agreement.

B. COUNTY will provide all urinalysis (UA) testing kits, except for specialized urinalysis testing that may be requested by the Laramie County Drug Court Team.

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide the following services in support of the COUNTY:

1. CONTRACTOR will provide electronic monitoring equipment at a rate of nine dollars (\$9.00) per day. CONTRACTOR personnel will prepare an intake and install monitoring equipment, at the rate of fifty dollars (\$50.00) per participant. CONTRACTOR personnel will provide maintenance and upkeep of the monitoring equipment.

2. CONTRACTOR agrees to provide twenty (20) hours per week of support to the Laramie County Drug Court program. The support shall include but is not limited to: home visits, community verification, urinalysis testing and breath testing. CONTRACTOR personnel who provide these support services will be available for Drug Court staffing when necessary.

3. CONTRACTOR personnel will document the support provided and make available to the Drug Court Probation Agent copies of said documentation. CONTRACTOR personnel providing the support services will report to and coordinate with the Director of the Laramie County Drug program.

4. CONTRACTOR will provide day reporting when requested for no additional fee. The day reporting will not be included in the twenty (20) hours per week.

5. CONTRACTOR shall provide the necessary personnel for these services.

B. CONTRACTOR agrees to retain all required records for three (3) years after the COUNTY makes final payment and all other matters relating to the 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 CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR and the CONTRACTOR'S personnel are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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 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. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. 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.

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.*, as amended, and/or any properly promulgated rules and regulations relating thereto.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains 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: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision, **including all insurance required in the attached Exhibit 1: "Insurance Requirements,"** and shall file certificates of such insurance satisfactory to the County and approved by the County.

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 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.

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 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. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

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 law CONTRACTOR, and all work performed by CONTRACTOR pursuant to this Agreement, shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local. Further, CONTRACTOR warrants that its work will be, at a minimum, in accord with accepted industry standards.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THE BOARD OF DIRECTORS OF THE
AMERICAN RED CROSS
HAS THE HONOR TO ACKNOWLEDGE THE RECEIPT OF
A CHECK FOR THE SUM OF \$100.00
PAID TO THE AMERICAN RED CROSS
ON THE 10th DAY OF MAY 1941
BY THE AMERICAN RED CROSS

AMERICAN RED CROSS

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Signature Page

LARAMIE COUNTY

By: _____ Date _____
Buck Holmes, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

DRUG TESTING CENTER OF CHEYENNE, CONTRACTOR

By:  Date August 30, 2014
Robin Goodwine, President, DTC of Cheyenne

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

REVIEWED AND APPROVED AS TO FORM ONLY:

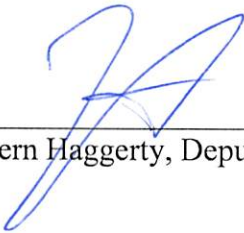
By:  Date 8-31-16
Bern Haggerty, Deputy Laramie County Attorney

Exhibit 1

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of Wyoming with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract work.***

3. If coverage is cancelled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the contractor must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of work.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.