

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

Grants
Copy

1. DATE OF PROPOSED ACTION: September 5, 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: Grants

APPLICANT: Sheriff's Office and the Cheyenne Police Department

AGENT: Sandra Newland

RECEIVED AND APPROVED AS
TO FILED ONLY BY THE
LARAMIE COUNTY ATTORNEY

4. DESCRIPTION: Consideration of an Agreement for Juvenile Compliance and Diversion Officer Services between Laramie County, City of Cheyenne and the Juvenile Services Joint Powers Board to be in effect through March 31, 2018 in the amount of \$18,521.00.

5. DOCUMENTATION: 3 originals

	<u>Clerks Use Only:</u>	
<u>Commissioner</u>		<u>Signatures</u>
Ash _____		Co Attny _____
Heath _____		Assist Co Attny _____
Holmes _____		Grants Manager _____
Kailey _____		Outside Agency _____
Thompson _____		
Action _____		
Postponed/Tabled _____		

Jean Sharp

Date: 7-11-17

By: *[Signature]*
Date: 7-10-17

**AGREEMENT FOR JUVENILE COMPLIANCE AND DIVERSION OFFICER SERVICES BETWEEN
LARAMIE COUNTY, WYOMING,
THE CITY OF CHEYENNE,
and the
LARAMIE COUNTY COMMUNITY JUVENILE SERVICES JOINT POWERS BOARD**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, 310 West 19th Street - Room 300 Cheyenne, Wyoming 82001, ("COUNTY"), the City of Cheyenne, 2101 O'Neil Avenue, Cheyenne, Wyoming 82001 ("CITY"), and the Laramie County Community Juvenile Services Joint Powers Board (JSJPB), 310 West 19th Street, Room 300, Cheyenne, Wyoming 82001. The parties agree as follows:

I. PURPOSE

Laramie County has received funds from the Office of Juvenile Justice Detention Prevention (OJJDP) through the Volunteers of America Northern Rockies to support services provided through a Juvenile Compliance and Diversion Officer at the City of Cheyenne Police Department. The grant application for such funds is on file with the Laramie County Clerk.

The goals of the services to be provided pursuant to this Agreement are:

1. To reduce the number of juveniles in detention through creating and monitoring the implementation of policies and programs to provide alternatives to detention; and
2. To increase compliance with the State of Wyoming in improving the monitoring of juveniles in detention facilities within Laramie County.

II. TERM

This Agreement shall commence on April 1, 2017 and shall remain in full force and effect through March 31, 2018.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CITY a total of (\$18,521). Payment is to be made upon County's receipt of invoices and appropriate documentation from the CITY, as set forth below in Section IV, Paragraph A. All required documentation and invoices shall be submitted to the Laramie County Grants Manager. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CITY

- A. CITY shall provide these services detailed herein, through the work of the Juvenile Compliance and Diversion Officer (JCDO). City shall submit quarterly invoices to COUNTY, in accordance with section III, along with all reports detailed in Section IV, Paragraph D(4), and appropriate documentation including pay stubs, hours worked by the JCDO, and the receipts and invoices of each expense.
- B. The JCDO shall support and work in coordination with the parties to this Agreement, and with the project partners which include the Office of Youth Alternatives, the Laramie County Sheriff's Department (LCSD), and the Cheyenne Police Department (CPD).
- C. The JCDO shall be dual-commissioned with the CPD and the LCSD and will work under the direct supervision of the CPD. The JCDO and the CPD shall coordinate and consult with the JSJPB, LCSD, and the Office of Youth Alternatives.
- D. The through the JCDO, and the coordination with all the project partners, shall be responsible for the following.
 - 1. **Site Visits/Data Collection:** Development and implementation of a monitoring and reporting program for all detention facilities in which juveniles from Laramie County are detained, to allow collection and reporting of data, as well as, the development and implementation of services provided to juveniles in detention.
 - 2. **Juvenile Citation and Arrest Monitoring**
 - a. The JCDO shall be knowledgeable of services available in Laramie County, and shall provide direct support to CPD Officers and LCSD deputies.
 - b. The JCDO shall contact each juvenile or the parent/guardian of each juvenile within 7 business days. This may be completed by mail.
 - c. The JCDO shall assist in contacting parents when necessary. In accordance with ordinances and policy, every attempt will be made to release each juvenile to his/her parents.
 - d. The JCDO shall review all juvenile citations to assess and determine whether each citation warrants further involvement from the Court(s) or if diversion is appropriate.
 - e. The JCDO shall participate in the multi-disciplinary Juvenile Screening Committee to assist in determining whether diversion or other alternatives should be recommended to the Court(s).

3. **Training:** The JCDO shall work in coordination with the Office of Youth Alternatives to develop both orientation and in-service training for law enforcement officers. The training time and curriculum shall be developed to allow for POST certification credit. The training will include but not be limited to:
 - a. Services and how to access them.
 - b. Current laws and procedures.
 - c. Adolescent development stages.
 - d. The impact law enforcement has on influencing adolescents and their parents.

3. **Reporting.**

- a. The JCDO shall submit quarterly reports of juvenile arrest and outcome statistics, as required under the OJJDP funding to the Laramie County Grants Manager and the JSJPB. An individual copy of the report shall be submitted to each. Each report shall be submitted in a timely manner to ensure that both the JSJPB and the Laramie County Grants Manager receive the report by the tenth of the month for the months of January, April, July and October, starting July 2017 and ending April 2018. In addition to the statistics and information required in the format provided by the Volunteers of America Northern Rockies, each report shall include a financial status report and beneficiary data, and shall set forth in narrative fashion the work accomplished under the Agreement during the quarter.
- b. The JCDO shall submit such additional reports and information as may be required by the JSJPB.
- c. As requested by COUNTY, the JCDO shall assist with monitoring visits by the Volunteers of America Northern Rockies and shall provide all information required to evaluate the progress and performance of the program.
- d. The JCDO shall attend all regularly scheduled meetings of the JSJPB, and shall participate in such other meetings and trainings as may be requested by the JSJPB, consistent with other job requirements.

- E. CITY acknowledges that the funds being paid by the COUNTY to the CITY pursuant to this Agreement are funds awarded to COUNTY pursuant to the Cooperative Agreement with the Volunteers of America Northern Rockies (Doc.). CITY hereby certifies and warrants that it has reviewed and understands the terms and conditions of the Cooperative Agreement, and that it is able to and shall comply with the terms and conditions thereof.

V. RESPONSIBILITIES of JSJPB

As required by the Volunteers of America Northern Rockies, the JSJPB shall act in a planning, oversight and monitoring role for this project and the overall status of Laramie County's compliance with the core requirements of the Juvenile Justice Detention Prevention Act. The JSJPB shall receive and review all required reports, shall coordinate with the other parties and project partners to ensure achievement of the purposes of this Agreement, and shall provide such input, feedback and assistance to the parties, project partners and JCDO as may be requested.

VI. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CITY are those of an independent contractor and not as an employee of COUNTY. Neither CITY nor its employees are eligible for Laramie County Employee benefits and each will be treated as an independent contractor for federal tax filing purposes. CITY 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. CITY is free to perform the same or similar services for others.

B. 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) upon thirty (30) days written notice; or (c) upon mutual written agreement by both parties.

C. Entire Agreement: This Agreement (7 pages) and Attachment A (16 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

D. 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.

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

F. 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.

G. **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 of the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of the 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, COUNTY and JSJPB in executing this Agreement. This provision is not intended nor shall it be construed to waive CITY's or COUNTY'S, or the JSJPB's governmental immunity as provided in this Agreement.

H. **Governmental/Sovereign Immunity:** Neither COUNTY, CITY nor the JSJPB waives their Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. 1-39-101 *et seq.*, by entering into this Agreement. Further COUNTY, CITY and the JSJPB 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 except for an action brought to enforce the terms of this Agreement.

I. **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.

J. **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.

K. **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 CITY the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CITY 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.

L. **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.

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. Compliance with Law: CITY shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

O. Signatures in Counterpart Acceptable. Each party may execute this Agreement through the signatures of its appropriate officers, and may execute a separate copy thereof. Each copy so executed shall be considered a final copy. The effective date of this Agreement shall be the date of the last signature affixed hereto.

[The remainder of this page intentionally left blank.]

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Troy Thompson, Chairman - Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CITY OF CHEYENNE


By:  Date 8-15-17
Mayor, Marian J. Orr

ATTEST:  Date 8-15-17
Deputy City Clerk, Kylie Soden

LARAMIE COUNTY COMMUNITY JUVENILE SERVICES JOINT POWERS BOARD

By:  Date 8/18/17

ATTEST:

By:  Date 8/23/17

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 8/24/17
Laramie County Attorney