

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

1. DATE OF PROPOSED ACTION: April 15, 2014

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: Sheriff's Department

APPLICANT: City of Cheyenne **AGENT:** Capt. Mike Sorenson

4. DESCRIPTION: Consideration of a renewal of the City's juvenile housing agreement

Amount \$195/detainee per day From To 6/30/2015

5. DOCUMENTATION: 2 Originals

Commissioner

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

Clerks Use Only:

Signatures

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

Risk Review

COUNTY CONTRACT NO. _____

By: BT
Date: 3-5-14

CITY CONTRACT NO. 6143

JUVENILE HOUSING AGREEMENT
between
LARAMIE COUNTY, WYOMING and THE CITY OF CHEYENNE, WYOMING

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, 310 West 19th Street, Suite 300, Cheyenne, Wyoming 82001 ("County"), and the City of Cheyenne, Wyoming, 2101 O'Neil Avenue, Cheyenne, Wyoming 82001 ("City"). The parties agree as follows:

I. PURPOSE.

The purpose of this Agreement is to outline the terms and agreement for the housing of juvenile detainees in the custody of City in the Laramie County Juvenile Services Center, located at the Archer Complex which is located outside the municipal boundaries of the City of Cheyenne.

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 June 30, 2015, or 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 Wyo. Stat. § 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 laws.

G. "Facility" means the Laramie County Juvenile Services Center located at the Laramie County Archer Complex, Cheyenne, Wyoming.

IV. DETENTION SERVICES.

A. County agrees to accept juvenile detainees of City 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. 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 a juvenile is deemed appropriate for detention, he or she will be accepted and housed at the Laramie County Juvenile Services Center.

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

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

2. City shall provide at time of arrival at the facility, or in any event, within twenty-four (24) hours of admission, all available medical, criminal and institutional history for each detainee.

3. City, when reasonably possible, shall provide twenty-four (24) hours prior notice with respect to juvenile detainees being brought to or removed from the facility. All acceptance of detainees and their release shall be coordinated with County's on-duty Security Lieutenant.

4. City shall be solely responsible for the safe and secure transportation of all detainees to and from the facility for whatever purpose except in the event of a medical or other emergency.

5. County agrees to release City detainees only to law enforcement officers of the City, or other law enforcement officers designated by an authorized representative of City. Detainees who have satisfied their period of incarceration will be returned to City to execute their discharge.

6. City agrees to maintain detainee population levels at or below the level established by the Laramie County Juvenile Service Center.

7. County agrees to notify City as soon as possible when a City detainee is involved in an escape, attempted escape or conspiracy to escape from the facility.

8. 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. County shall provide City detainees with reasonable and adequate medical care as required by federal and state law. City shall be responsible for costs of medical care only for those detainees charged solely with a violation of the Cheyenne City Code. County agrees to transport detainees to and from the facility for emergency medical services or any other required medical services. For City detainees charged solely with a violation of the Cheyenne City Code, City shall pay all costs associated with hospital or health care services provided outside the facility, said payment to be made by City directly to County, unless provisions have been made for direct payment to the provider by the City. Any discounted rates for services provided to County by medical facilities/physicians shall be extended to City.

B. For City detainees charged solely with a violation of the Cheyenne City Code, County shall notify the facility administrator for the City as soon as possible of all emergency medical situations requiring removal of any such City detainee from the facility, and shall obtain prior authorization for all other non-emergency medical services required.

C. For City detainees charged solely with a violation of the Cheyenne City Code, County will provide a copy of all pertinent medical records to City, in accordance with department policy, at the time any such detainee incurs a charge for medical services which are to be billed to the City pursuant to this Agreement.

D. In the event a City detainee charged solely with a violation of the Cheyenne City Code is required to be placed out of the facility for an extended period, County will maintain security coverage for the detainee for the first forty-eight (48) hours. After forty-eight (48) hours, City shall assume security coverage for the detainee.

VI. EDUCATION SERVICES.

A. County shall provide for education and recreation programs for each detainee to include the following:

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

B. For detainees charged solely with a violation of the Cheyenne City Code, City shall reimburse County at the following rates:

1. One hundred ninety-five dollars (\$195.00) per detainee per day (City shall be billed for the day of admission but not the day of release).

2. Transportation rates (as applicable):

- a. \$ 0.50/mile; and
- b. \$ 28.00/hr/officer.

C. City shall not be responsible for any costs associated with admissions or releases.

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

E. County shall prepare and submit original and separate invoices each month to City at the office and address provided by the City.

F. Each invoice shall contain: the name of each detainee who has been detained solely for one or more violations of the Cheyenne City Code, specific dates of confinement, the total days to be reimbursed, the per diem rate, 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.

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

B. County shall provide City with all incident reports, progress reports and any other type of report as it relates to those detainees who are charged solely with one or more violations of the Cheyenne City Code.

IX. ADDITIONAL PROVISIONS.

A. 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 and the United States. This provision is not intended nor shall it be construed to waive either party's governmental or sovereign immunity as provided in this Agreement.

B. 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.

C. 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.

D. 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, disability, or national origin.

E. Entire Agreement. This Agreement (7 pages) represents the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

F. Governmental/Sovereign Immunity. Neither County nor City waives its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101, *et seq.*, by entering into this Agreement. Further, County and City fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law.

G. Indemnification. Because the City and the County are participants in the Wyoming Association of Risk Management, neither party to this Agreement agrees to insure, defend or indemnify the other party.

H. 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.

I. 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.

J. Third Party Beneficiary. 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 parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring action for breach of this Agreement.

K. Extra-Territorial Jurisdiction of Cheyenne Police Department Officers. Pursuant to Wyo. Stat. § 7-2-106(b), the Sheriff of Laramie County, Wyoming, does hereby request that Cheyenne Police Department Officers be authorized to transport juvenile detainees to the Laramie County Juvenile Services Center.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below.

LARAMIE COUNTY, WYOMING

Diane Humphrey, Chairman
Laramie County Commissioners

Date: _____

(SEAL)
ATTEST:

By: _____
Deborah K. Lathrop, Laramie County Clerk

Date: _____

CITY OF CHEYENNE, WYOMING

By: _____
Richard L. Kaysen, Mayor

Date: 3/25/14

(SEAL)
ATTEST:

By: _____
Carol Intlekofer, City Clerk

Date: 3/25/2014

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____
for: Mark Voss, Laramie County Attorney

Date: 4-1-14

By: _____
Daniel E. White, City Attorney

Date: March 5, 2014