

**JUVENILE HOUSING AGREEMENT
LARAMIE COUNTY/JEFFREY C. WARDLE ACADEMY, INC.**

This agreement (the "Agreement") dated July 5, 2005, by and between Laramie County, Wyoming, acting by and through its Board of County Commissioners (the "County") and Jeffrey C. Wardle Academy, Inc., a Wyoming Corporation (the "Provider")

RECITALS

WHEREAS, the County is desirous of having Provider provide detention services and to insure the availability of detention and sentencing options to Courts and Law Enforcement in the county; and

WHEREAS, this function necessitates the need for supervision, administration and coordination; and

WHEREAS, the Provider represents that it is ready, willing, and able to provide the professional services to the County as required by this Agreement; and

WHEREAS, the County desires to retain the Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties, intending to be bound, agree as follows:

PART I

I. SCOPE OF SERVICES:

A. The Provider shall perform the following services:

1. Provider will operate a secure and safe juvenile detention program at the Jeffrey C. Wardle Academy, hereafter referred to as the JCWA. The program will meet the requirements of applicable State and Federal standards for the detention of a population not to exceed the maximum number of juvenile detainees allowed by the certifying authority, under the following conditions:
 - a. Juveniles sentenced or held pursuant to the order of the Court to serve a period of detention or held pending arraignment, appearance in court or trial.
 - b. Juveniles held awaiting transport to a State facility after sentencing by the Court to serve a period of incarceration.

- c. Juveniles placed under Provider's agreement with other State, Federal, or local governments.
- 2. Provider will provide routine health care screenings at intake for juveniles at the JCWA. Provider reserves the right to refuse detainees who suffer from serious health conditions which cause a threat to the proper care of the detainee or an undue burden of care on the Provider. Provider will provide on-site nursing services for sick call, to facilitate medications, and for minor medical care not requiring a physician's attention. Provider will routinely facilitate an on-site physician or physician's assistant for minor routine medical care for juveniles placed by the County at the County's expense. Provider will ensure that provisions are made for emergency services for each juvenile detainee, outside of the routine and non-emergency health care provided by the County. Provider will not be financially responsible for the costs of any health care provided outside the facility including, but not limited to clinic visits, doctor visits, prescriptions, emergency room or hospitalization etc., unless incurred as a result of provider's actions or inactions.

The Provider will prepare a detailed accounting of medical expenses of the juvenile who received medical services. The County agrees to reimburse the Provider for any medical expenses paid by the Provider for juveniles placed by the County that were not incurred as a result of the provider's actions or inactions. The County is responsible for prescription drugs and other prescribed medical equipment and care for juveniles placed by the County at the JCWA. For specialized medical appointments within Laramie County, Provider's secured transport division will provide transportation. Specialized medical appointments outside of Laramie County will be facilitated by Provider's secured transport division at a cost to County of \$0.53 per mile.

Notwithstanding the foregoing provisions regarding medical care of juveniles held by Provider, The County invokes and does not waive any exemption from the imposition of inmate medical costs provided by Wyoming law, including, but not limited to, the provisions of W.S. 18.6.303.

- 3. Provider will provide for education, recreation and psycho-educational programs for each juvenile detained in excess of seven (7) days, to include the following:
 - a. Educational instruction meeting applicable State educational standards, for the minimum amount of weekly classroom time required by the North Central Association Commission on Accreditation and School Improvement. Any reimbursement received by provider from the Department of Education for these

services shall not reduce the daily rate of County as provided for herein.

- b. A minimum of fourteen (14) hours per week of psycho-educational programs to include basic life skills groups, substance abuse education and relapse prevention, and vocational, elective and cognitive skills programming.
 - c. A minimum of one (1) hour per day of structured recreation programming.
- 4. The Provider shall have a procedure for systematically assessing each detainee for their individual criminal risks, criminogenic needs, suicidal tendencies and responsivity to various intervention strategies. The Provider shall use the assessment protocol to determine housing classification, group activities, psycho-educational programming, treatment recommendations and compatibility of detainees.
- 5. No juvenile detainee shall come into any contact, other than incidental, with an adult inmate. No juvenile detainee shall be housed in a detention area allowing sight or sound access to adult inmates.
- 6. Provider shall comply with State and Federal requirements regarding juvenile detention.
- 7. The County will have full access to operational records specific to those juveniles detained for the County and may conduct reviews of use-of-force and criminal incidents related to those detainees.
- 8. The Provider shall maintain a secure transport division. Upon court-ordered sentence, arrest or detention by the County, Provider's transportation staff will transport juveniles to the facility from the Laramie County Detention Facility. Upon completion of sentence or other valid court-ordered release, juveniles may be directly released to a parent/guardian or will be transported from the facility to the Laramie County Detention Facility. Transports required in the interim may be provided to the County by the transport division at a cost of \$0.53 per mile.

II. PLACE OF PERFORMANCE:

- A. The services of the Provider will primarily be rendered at Provider's facilities located at the Jeffrey C. Wardle Academy, 3304 E. I-80 Service Road, Cheyenne, Wyoming. Provider reserves the right to transfer juveniles in its care to the Regional Juvenile Detention Center located in Casper, Wyoming, ("Premises") in order to ensure compliance with certification ratios. Where such a transfer is

necessary, Provider will notify the County's assigned liaison as soon as is reasonably possible.

- B. Provider reserves the right to transfer juveniles to less restrictive community-based programs upon court approval when appropriate. Recommendations to transfer will be made by a committee consisting of the County's Liaison and employees of Provider. Services may be provided by Provider or other comparable agency in Laramie County and may include any combination of the following:

1. Outpatient substance abuse treatment
2. Weekly reporting/U.A. testing
3. Electronic monitoring/weekly reporting
4. Family counseling
5. Individual counseling
6. Anger management group
7. Independent living
8. Intensive supervision
9. School/GED
10. Employment

III. TERM OF AGREEMENT

- A. The services of the Provider will commence on July 1, 2005, and extend to June 30, 2006.

IV. COMPENSATION

- A. In consideration of the performance of services rendered under this Agreement, the Provider shall be compensated for services performed in accordance herewith in the amount of twenty-seven thousand dollars (\$27,000) per month during the period beginning July 1, 2005 through June 30, 2006.
- B. The County's financial responsibility for juvenile detention services shall be limited to the amount specified in subparagraph IV. A., above, except as otherwise provided herein. The Provider will identify the arresting agency in its records and billing statement.

V. METHOD OF PAYMENT

- A. Provider shall bill County by a properly executed Laramie County Voucher. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be made in accordance with W.S. § 16-6-602 (as amended).

VI. DESIGNATION OF LIAISON:

- A. The Laramie County Sheriff's Office shall designate a liaison from its department for the purpose of addressing issues arising in connection with this Agreement, including but not limited to the investigation of offenses committed by juvenile detainees in the Provider's facility.

VII. EXTENT OF AGREEMENT

- A. This Agreement represents the entire and integrated Agreement between the County and the Provider, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both the County and the Provider.
- B. The term of this Agreement shall be from date of signature by the parties below through June 30, 2006. This Agreement may be extended for two additional years upon written agreement of the parties.
- C. The parties may, upon written agreement of both parties, amend the terms provided for herein.

PART II – GENERAL TERMS AND CONDITIONS

1. TERMINATION OF AGREEMENT

The County or Provider may terminate this Agreement by providing thirty (30) days written notice to other party of intent to terminate this Agreement. In such event, all finished or any unfinished documents, data, studies and reports prepared by the Provider under this Agreement shall, at the option of the County, become its property, and the Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such document. The County shall not unreasonably deem any work completed by Provider to be unsatisfactory.

Notice of violation of the terms of the Agreement shall be given in writing to the other party. The breaching party shall have thirty (30) days to correct such breach. Loss of licensure may, at the option of the County, result in immediate termination.

2. CHANGES

The County may, from time to time, request changes in the scope of the services of the Provider to be performed hereunder. Such changes, including any increase or decrease in the amount of the Provider's compensation, to be mutually agreed upon between the County and the Provider, shall be incorporated in written amendments to this Agreement. There shall be no increase in the amount of the Provider's compensation, as set forth above, unless approved by Resolution adopted by the County.

3. ASSIGNABILITY

The Provider shall not assign any interest in this Agreement, without the prior written approval of the County, such approval not being unreasonably withheld by County.

4. AUDIT

The County or any of its duly authorized representatives shall have reasonable access during regular business hours, Monday through Friday, upon reasonable notice, to any books, documents, papers, and records of the Provider which are directly pertinent to the placement of Laramie County juveniles including for the purpose of performing an audit.

5. EQUAL EMPLOYMENT OPPORTUNITY

In satisfying this Agreement, and implementing the Program, neither the County nor the Provider shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. Provider shall take affirmative action to ensure applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Provider shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability upon reasonable accommodation. The County shall place participants into the Program with regard to their race, color, religion, sex, national origin, or disability upon reasonable accommodation.

6. OWNER OF MATERIALS

It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports or other data prepared by the Provider under this Agreement shall be considered the property of the Provider. The County may, at no additional expense to the Provider, make and retain such additional copies thereof as the County desires for its own use and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the County be released except in accord with applicable law, including laws relating to the confidentiality of certain information.

7. FINDINGS CONFIDENTIAL

All reports, information, data, studies, surveys, juvenile information or other intelligence or communications of whatever sort, kept in any medium, given to, prepared by, assembled or otherwise in the possession of the Provider shall be deemed confidential and shall not be made available to any third party, except as provided for by law, by the Provider. Provider shall maintain and restrict disclosure of the above referenced records in accord with all law, state, local, or federal, including by not limited to, W.S. § 7-19-101 et. Seq., § 16-4-201 et seq., § 14-3-214 and § 14-6-203.

8. GOVERNING LAW

The parties mutually understand and agree the Agreement and any Addendums hereto 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 the Agreement or Addendums 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 Provider and to County in executing the Agreement and this Addendum. This provision is not intended nor shall it be construed to waive County's governmental immunity as provided in the Agreement and this Addendum.

9. PERSONNEL

The Provider represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of Laramie County. All of the services required hereunder shall be performed by the Provider or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Provider shall be employed in conformity with applicable State or Federal laws.

10. INSURANCE

Prior to commencement of its services pursuant to this Agreement, Provider shall procure and at all times thereafter maintain with an insurer acceptable to the County the following minimum insurance protecting the Provider and the County against liability from damages because of injuries, including death, suffered by persons, including employees of the County, and liability from damages to property arising from and growing out of the Provider's operations in connection with the performance of this Agreement.

	LIMITS
Workers' Compensation Statutory	
Employers' Liability for Provider's Employees	\$500,000

Comprehensive General Liability	\$1,000,000
Premises/Operations	combined single unit
Products/Completed Operations	
Contractual Liability	
Professional Liability	\$1,000,000

Provider shall provide the County certificates evidencing such insurance outlined above prior to beginning any work under this Agreement. Provider shall provide thirty (30) days advance written notice to the County of cancellations, materials change, reduction of coverage, or non-renewal.

Further, to the fullest extent permitted by law, Provider 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 Provider for County except to the extent liability is caused by the negligence or willful misconduct of County or its employees. Provider, as detailed above, shall carry liability insurance sufficient to cover its obligations under this provision and provide County with proof of such insurance.

11. INTENT

The County and Provider each represent that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties hereto that Provider shall perform all of the services to be provided hereunder for the compensation set forth herein. The County and Provider also agree that it is the specific intent of the parties hereto, and a material condition of this Agreement, that Provider shall not be entitled to compensation from the County for other services rendered unless specifically authorized by the County by Resolution of its governing body. Provider agrees that it has made a careful examination of the services to be rendered hereunder, and that the Agreement price set forth herein above is adequate compensation for all the services to be rendered under the terms of this Agreement.

12. 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 and this Addendum. 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 the Agreement and this Addendum.

13. INDEPENDENT CONTRACTOR

The services to be performed by Provider are those of an independent contractor and not as an employee of County. Provider is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. Provider 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. Provider is free to perform the same or similar services for others.

14. ACCEPTANCE NOT WAIVER

County approval of the reports, and work or materials furnished hereunder shall not in any way relieve Provider of responsibility for the technical accuracy and legal compliance of the work or services rendered pursuant to this Agreement. 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 the Agreement or of any cause of action arising out of the performance of the Agreement.

15. INVALIDITY

If any provision of the 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 the Agreement are fully severable.

16. CONTINGENCIES

Provider 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 the Agreement and this Addendum.

17. 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.

18. 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 the Agreement and this Addendum shall operate only between the parties to the Agreement and this Addendum, and shall inure solely to the benefit of the parties to the Agreement and this Addendum.

19. CONFLICT OF INTEREST

County and Provider affirm, to their knowledge, no Provider employee has any personal beneficial interest whatsoever in this Agreement as described herein. No staff member of Provider, 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.

20. 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.

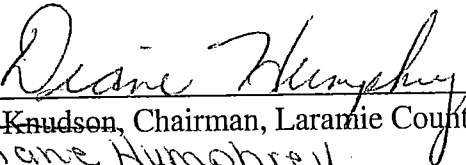
21. NOTICE

All notices required and permitted under this Agreement will 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.

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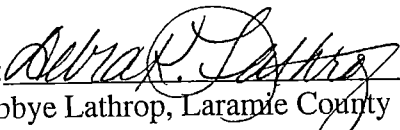
JUVENILE HOUSING AGREEMENT
LARAMIE COUNTY/JEFFREY C. WARDLE ACADEMY, INC.

LARAMIE COUNTY, WYOMING

By: 
~~Jack Knudson~~, Chairman, Laramie County Commissioners
Diane Humphrey

Date: 7-6-05

ATTEST:

By: 
Debbye Lathrop, Laramie County Clerk

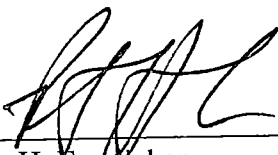
Date: 7-7-05

Provider: Jeffrey C. Wardle Academy, Inc.

By: _____
John B. Harrison, President

Date: _____

REVEIWED AND APPROVED AS TO FORM ONLY

By: 
Peter H. Froelicher
~~Deputy~~ Laramie County Attorney

Date: 6/23/05

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: July 1, 2005

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchase ☐ 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

APPLICANT: Jeffrey Wardle Academy AGENT: Capt. William Long, Jr.

4. DESCRIPTION: Juvenile detention services.

Amount \$ 27,000 / per month From July 1, 2005 to June 30, 2006

5. DOCUMENTATION: 2 Originals (4) four Copies

<u>Commissioner</u>	<u>Clerks Use Only:</u>
Knudson _____	Co Attny _____
Ketcham _____	Assist Co Attny _____
Humphrey _____	Grants Manager _____
Action _____	Outside Agency _____
Postponed/Tabled _____	

interoffice
MEMORANDUM

To: Captain Long
From: Rhonda, County Clerk's Office
Date: July 8, 2005
Subject: Jeffrey Wardle Academy

Attached is the Jeffrey Wardle contract (050705-25) that was approved at the Commissioners' meeting. Please obtain signatures and return "Copy of Record" to me.

Attachments