

Date: 12/2/20

COUNTY CONTRACT NO. _____
CITY CONTRACT NO. 7165

THIS AGREEMENT, made and entered into this ____ day of _____, 2020 by and between the City of Cheyenne, Wyoming, a municipal corporation of the State of Wyoming, hereinafter referred to as the "City," and the Laramie County Sheriff's Department and Laramie County, Wyoming, a political subdivision of the State of Wyoming, hereinafter referred to as the "County."

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. That the City and County, for an in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by them, hereby agree that the County shall make available to the City, the Laramie County Detention Center, located at 1910 Pioneer Avenue in Cheyenne, Wyoming, for the purpose of housing City prisoners. The County agrees to accept City prisoners for the duration of their confinement at the detention center. The County shall follow accepted security procedures which shall be determined by the County and made know to the City upon the City's request.

2. The term of this Agreement shall be from July 1, 2020 to June 30, 2021.

3. The parties agree that the following definitions apply to the terms of this Agreement:

- a. "City Prisoner": Any adult person arrested and booked by a City officer for:
 - (i) An offense chargeable under City Code,
 - (ii) An offense chargeable or charged under State statutes as a statutory misdemeanor, pursuant to the definition at W.S 5-9-101, except Domestic Violence offenses
 - (iii) Sentenced by the Municipal Court of Cheyenne for a jail term.
 - (iv) All persons who are arrested on charges other than a City Code misdemeanor charge, but who are ultimately charged in Municipal Court, shall be City prisoners, and treated as City prisoners from the time of incarceration in the detention center.

b. "County Prisoner": Any person regardless of the identity of the arresting officer who has been arrested for a felony charge, or Domestic Violence. All persons who are arrested on City Code Misdemeanor charge, but who are ultimately charged for a felony or statutory misdemeanor, are treated as County prisoners from the time of incarceration.

c. "Held": When property of a prisoner is inventoried, clothing exchanged and the prisoner placed in a permanent holding cell or incarcerated in excess of twelve (12) hours.

d. "Inmate Laborers": Prisoners designated by the County as being subject to minimal security arrangements.

e. "Book and Release": Prisoners brought into the Laramie County Detention Center where only a picture, fingerprint card(s) and a booking card are requested and the subject is then released in less than twelve (12) hours.

f. **“Domestic Violence offense”:** An offense against a person as defined by Wyo. Stat. Ann. § 35-21-102 to wit: **“Physically abusing, threatening to physically abuse, attempting to cause or causing physical harm or acts which unreasonably restrain the personal liberty of any household member; Placing a household member in reasonable fear of imminent physical harm; or Causing a household member to engage involuntarily in sexual activity by force, threat of force or duress.”**

4. That as consideration for the safekeeping of said City prisoners, the City agrees to pay the County for the term of this agreement, on a monthly basis:

(i.) For prisoners booked on State statutory misdemeanor Charges, other than Domestic Violence offenses, [Per Subsection 3(a)(ii) above] the sum of One Hundred and Twenty-five Dollars (\$125.00) per City prisoner per day and Sixty-two Dollars (\$62.00) per prisoner for book and release;

(ii) For prisoners booked on offenses under the City Code; Sentenced by the Municipal Court to a jail term; Or, arrested on charges other than a City Code misdemeanor charge, but who are ultimately charged in Municipal Court, [Per Subsection 3(a)(i),(iii) or (iv) above] the sum of Ninety Dollars (\$90.00) per City prisoner per day and Forty-five Dollars per prisoner for book and release.

- a. If the County determines that there is no space available to house a City prisoner at the Laramie County jail, and the County must contract with a third party to house that City prisoner, the City will reimburse the County any costs associated with housing that City prisoner with a third part which exceeds the respective daily charge, provided however, that the County shall furnish one business day's notice to the City prior to moving a City prisoner out of the County.

5. The City shall be solely responsible for the safe and secure transportation of all City prisoners to and from the detention center, other than the transport of City prisoners to the Municipal Court from the detention center which will be the responsibility of the Sheriff.

6. The County shall not release any City prisoner except to a duly authorized City of Cheyenne Police Officer who has presented proper credentials or proper court order or unless released upon proper court authority. Upon such release, the County will have no further responsibility for the prisoner until such prisoner is returned.

7. Basic medical care provided to City prisoners by the County shall be accordance with County policies. The cost to the City for basic medical care shall be included in the per diem rate as outlined in paragraph 4. The cost of hospitalization, prescription, surgical, medical and dental care, in excess of the County's medical and dental care contractual limitations, will be a cost borne by the City. City prisoners will be subject to medical co-payment charges for health care and medications as outlined in the County policy.

8. From time to time the City and County may together consult and designate certain City prisoners as inmate laborers. The County shall make said inmate laborers available to the City to perform various responsibilities in the detention center or on City properties. The County shall not be responsible for the safe and secure custody of said inmate laborers at any time when said inmate laborers are not in the custody of the County.

9. The County specifically reserves the right to refuse to accept City prisoners when appropriate housing space is not available, as determined by the County. The City shall comply with and follow established policies and procedures when utilizing the detention center for official business.

10. The County shall provide the City access to all arrest file fingerprints cards and inmate photographs.

11. The parties agree that as long as both Laramie County and the City of Cheyenne are members of the WARM pool, any legal problems encountered by the Sheriff's Department in housing County or City prisoners will be referred to the WARM pool.

12. It is hereby understood and agreed that either party may terminate this Agreement by giving the other party no less than thirty (30) days written notice thereof by certified or registered mail sent to the last known address of the principal office of the other party. The date of the postmark shall be deemed the effective date of the delivery of said notice.

13. All parties to this Agreement assure that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against, in connection with the award and performance of this Agreement on the grounds of age, race, color, disability, national origin or sexual orientation. The parties' further assure that they will include the language of this paragraph in all agreement associated or connected in any way with this agreement and shall cause all existing agreements to similarly include this clause therein.

14. The County hereby notified that it must comply fully with all requirements of the Equal Employment Opportunity Commissioner (EEOC) and the Americans with Disabilities Act (ADA) in the same manner as expected from the City.

15. Neither the City nor the County waive their governmental immunity by entering into this Agreement and each fully retains all immunities and defenses provided by law with regard to any action based upon this Agreement. Further, the County does not waive its sovereign immunity under contract, tort or any other applicable theory of law by entering into this Agreement.

16. The parties do not intend to create in any other individual or entity the status of third part 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 bring action for breach of this Agreement.

17. This agreement contains the entire understanding of the parties and there are no other terms or conditions, oral or written, concerning or controlling this matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Date

CITY OF CHEYENNE, WYOMING

BY: 

Marian J. Orr, Mayor

(SEAL)
ATTEST


Rustina L. Jones
City Clerk

Date

Date
(SEAL)
ATTEST:

Laramie County Clerk

LARAMIE COUNTY SHERIFF'S
DEPARTMENT

BY:

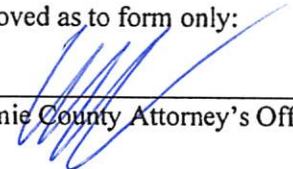
Laramie County Sheriff

LARAMIE COUNTY, WYOMING

BY:

Chairman, Laramie County Commissioners

Approved as to form only:



Laramie County Attorney's Office