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Date: 9/06/21

CITY CONTRACT NO. 7428

COUNTY CONTRACT NO. _____

THIS AGREEMENT, made and entered into by and between the City of Cheyenne, Wyoming, a municipal corporation of the State of Wyoming, 2101 O'Neil Avenue, Cheyenne, Wyoming 82001, hereinafter referred to as the "City," and the Laramie County Sheriff's Department, 1910 Pioneer Avenue, Cheyenne, Wyoming, and Laramie County, Wyoming, a political subdivision of the State of Wyoming, 309 West 20th Street, Cheyenne, Wyoming 82001, hereinafter referred to as the "County." This Agreement shall become effective upon the date of the last signature affixed hereto.

WITNESSETH:

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

1. That the City and the County, for and 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 ("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 known to the City upon the City's request.

2. The term of this Agreement will be from July 1, 2021, to June 30, 2023.

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 an offense charged under City Code, or sentenced by the Municipal Court of Cheyenne for a jail term. 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 a statutory misdemeanor. All persons who are arrested on City Code misdemeanor charges, but who are ultimately charged for a felony or statutory misdemeanor, are treated as County prisoners from the time of incarceration in the Detention Center.

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 Laborer": Prisoner designated by the County as being subject to minimal security arrangements.

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

4. That as consideration for the safe keeping of said City prisoners, the City agrees to pay the County for the period of July 1, 2021, to June 30, 2022, on a monthly basis, the sum of One Hundred Ten Dollars (\$110.00) per City prisoner per day and Fifty-Five Dollars (\$55.00) per City prisoner for book and release. The City agrees to pay the County for the period of July 1, 2022, to June 30, 2023, on a monthly basis, the sum of One Hundred Twenty Dollars (\$120.00) per City prisoner per day and Sixty Dollars (\$60.00) per City prisoner for book and release. If the County determines that there is no space available to house a City prisoner at the Detention Center 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 party which exceeds the agreed upon daily fee, provided, however, that the County shall furnish one business days' 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.

6. The County will be responsible for moving City prisoners from housing areas to secure virtual court areas within the Detention Center for the purposes of tele-court or virtual court. The County will provide supervision of the inmate during movement of the City prisoner and during virtual court proceedings.

7. The County shall not release any City prisoner except to a duly authorized City of Cheyenne Police Officer, a Community Service Officer, or a Municipal Security 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 City prisoner until such City prisoner is returned.

8. The County and/or its subcontractors shall provide necessary health care including medical, mental health, vision, and dental care for City prisoners in accordance with a standard of care equivalent to that standard established by this Agreement. The standards for such care shall not be less than that established by National Commission on Correctional Health Care Standards for Jails (NCCHC), and State and Federal constitutional law.

a. Routine health care services, included in the per diem rate (in paragraph 4) for medical, dental, vision, and mental health care are to include, but not be limited to, daily nurse call, medical doctor sick call, pill call, pharmaceuticals, over the counter medications, and supplies.

b. The County shall provide the City with at least a twenty-four (24) hour advance written notice of any off-site medical services needed for City prisoners unless the need for off-site medical services is due to an emergency situation. In the event of an emergency situation, the County shall notify the City of such within twenty-four (24) hours following the action taken by the County.

c. The County shall provide transportation and security to the local off-site medical services, including City prisoners who are hospitalized or transported to an emergency room or specialist's office for specialty care.

9. From time to time the City and County together may 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.

10. The County specifically reserves the right to refuse to accept City prisoners when there is no housing space available. The City shall comply with and follow established policies and procedures when utilizing the Detention Center for official business.

11. The County shall provide the City access to all arrest file fingerprint cards and photographs.

12. 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.

13. 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.

14. 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 agreements associated or connected in any way with this Agreement and shall cause all existing agreements to similarly include this clause therein.

15. The City and the County must comply fully with all requirements of the Equal Employment Opportunity Commission (EEOC) and the Americans with Disabilities Act (ADA).

16. 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, neither the City nor the County waive their sovereign immunity under contract, tort, or any other applicable theory of law by entering into this Agreement.

17. 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.

18. 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.

[Remainder of page intentionally left 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 and certify that they have read, understood, and knowingly and voluntarily agreed to the terms and conditions of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITY OF CHEYENNE, WYOMING

Oct. 14, 2021


Date

BY: 

Patrick Collins, Mayor

(SEAL)

ATTEST:


~~Kristina F. Jones, City Clerk~~

Kylie N. Soden, Deputy City Clerk

Approved as to form only:


Cheyenne City Attorney

LARAMIE COUNTY SHERIFF'S
DEPARTMENT

BY:

Date

Laramie County Sheriff

LARAMIE COUNTY, WYOMING

BY:

Date

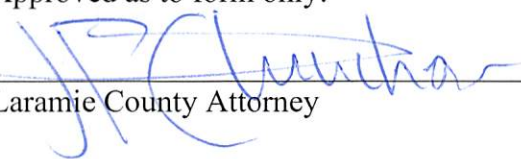
Chairman, Laramie County Commissioners

(SEAL)

ATTEST:

Laramie County Clerk

Approved as to form only:


Laramie County Attorney