

JUVENILE JUSTICE SERVICES OF FREMONT COUNTY AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into this day ____ of _____, 2024 (hereinafter referred to as the “Effective Date”); by and between the Fremont County JUVENILE JUSTICE SERVICES OF FREMONT COUNTY, (hereinafter collectively referred to as “JUVENILE JUSTICE SERVICES OF FREMONT COUNTY”); and CITY OF LANDER, a Wyoming municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, (hereinafter referred to as “CITY”).

RECITALS

WHEREAS, CITY needs additional information on juvenile offenders to determine the best course of action when juveniles are cited for criminal violations; and,

WHEREAS, CITY needs supervisors for juveniles ordered to probation and prosecutorial probation; and,

WHEREAS, CITY, through its Municipal Court and Prosecutor, may require juvenile offenders to attend and participate in various intervention and educational programs; and,

WHEREAS, JUVENILE JUSTICE SERVICES OF FREMONT COUNTY have the facilities and staff to obtain information and report on juvenile offenders, to supervise juveniles placed on probation by either the Municipal Court or the City Prosecutor, and has instituted appropriate programs for juvenile offenders; and,

WHEREAS, CITY and JUVENILE JUSTICE SERVICES OF FREMONT COUNTY acknowledge that the service being provided by JUVENILE JUSTICE SERVICES OF FREMONT COUNTY pursuant to this agreement is a public benefit, the parties also acknowledge that it is the goal of both parties that JUVENILE JUSTICE SERVICES OF FREMONT COUNTY continues working to obtain funding from other sources other than the City to provide the facilities and staff to obtain information and report on juvenile offenders, to supervise juveniles placed on probation by either the Municipal Court or the City Prosecutor, and continue its programs for juvenile offenders because the CITY due to present funding set forth in the Wyoming Statutes must rely on the legislature for its funding. CITY may not be able to purchase services at the level described herein and therefore, cannot make any commitment to provide future funding for the services described in this agreement except as specifically set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the above recitals and the mutual benefits contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, and the Parties hereby agree as follows:

- 1) **SERVICES**. JUVENILE JUSTICE SERVICES OF FREMONT COUNTY shall interview each juvenile offender cited with violating a provision of the Lander Municipal Code who contacts JUVENILE JUSTICE SERVICES OF FREMONT COUNTY prior to arraignment.
 - a) An intake interview will, at a minimum, consist of the following:
 - i) Interview the juvenile offender separate from any accompanying family or friends, *excepting parent(s) or guardian(s)*;
 - ii) Interview the accompanying parent, guardian, family member, or friend(s), as may be appropriate, separate from the juvenile; and
 - iii) Meet with the juvenile, together with parent(s) or guardians(s) to discuss the criminal process, deferred prosecution and other pertinent information.
 - iv) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY shall provide a report on each juvenile to the City Prosecutor at least three (3) days prior to the juvenile's arraignment date. The report will include, but is not limited to:
 - (1) Information provided by the juvenile;
 - (2) Information provided by the juvenile's parent(s) or guardian(s);
 - (3) Information obtained from collateral sources confirming or contradicting juvenile's parents' or guardians' information;
 - (4) Information from school teachers, principal, and/or counselor(s) as appropriate;
 - (5) Information from any source with whom the juvenile has significant contact, as appropriate and relevant;
 - (6) Information regarding prior and pending violations of law; and,
 - v) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY's recommendation for the juvenile.

(1) If a juvenile is sentenced in Lander Municipal Court, and upon request from the Court, JUVENILE JUSTICE SERVICES OF FREMONT COUNTY will perform a pre-sentence investigation, prepare a report that includes, but is not limited to, the terms listed in paragraph 3(a) above; and submit the report, verbally, to the court at the juvenile's sentencing.

(2) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY shall provide supervision for juvenile offenders, order by the Court and/or City Prosecutor to probation and deferred prosecution. Supervision shall include, but is not limited to:

(i) Periodic meetings with each juvenile as determined by JUVENILE JUSTICE SERVICES OF FREMONT COUNTY;

(ii) Track the juvenile's completion and compliance of specific probation or pre-court diversion terms;

(iii) Administer drug and alcohol screen as required; and

(iv) Provide written notification to the Prosecutor when substantive violations or concerns occur which would impact the current fulfillment of the deferred prosecution agreement.

vi). JUVENILE JUSTICE SERVICES OF FREMONT COUNTY shall administer appropriate programs for juvenile offenders. These programs shall include, but are not limited to: Work Alternatives Program (community service); Moral Reconciliation Therapy Group for juvenile offenders, consisting of a minimum of twelve (12) weeks to complete group (MRT) requirements, and, Drug and alcohol screening in cooperation with the Wyoming State Chemical Testing Lab.

vi) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY agrees to perform such other duties as reasonably requested by the City Prosecutor and shall perform such duties as ordered by Municipal Court.

2) **CONSIDERATION**. In consideration for the above services, CITY shall pay JUVENILE JUSTICE SERVICES OF FREMONT COUNTY \$_____. JUVENILE JUSTICE SERVICES OF FREMONT COUNTY shall submit a quarterly report, accompanied by supporting documentation to verify expenditures, within two weeks of the end of the quarter.

- 3) **TERM.** The term of this Agreement shall be from July 1, 2024, through June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement.
- 4) **REPORTING.**
 - a) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY agrees to provide CITY with written quarterly financial reports, including but not limited to: balance sheet and income statement. Upon reasonable notice, CITY or its authorized representative may from time to time inspect, audit and make copies of PROVIDER'S books and records that relate to this Agreement.
 - b) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY agrees to provide quarterly reports indicating the number of intake interviews performed, the number of City Probationers currently supervised; the number of pre-sentence investigations requested and completed; and the status of all cases initiated or administered by the Lander Police Department, City Prosecutor and the Lander Municipal Court. The quarterly report shall include such other information reasonably requested by CITY.
- 5) **TERMINATION.** This Agreement may be terminated by either party for any reason or no reason at all, upon thirty (30) days written notice of intent to terminate delivered by the terminating party to the other party at the non-terminating party's usual place of business. In the event of termination by CITY, CITY agrees to make payment to JUVENILE JUSTICE SERVICES OF FREMONT COUNTY a prorated amount for the current quarter through the termination date if payment is in arrears unless termination is due to the unavailability of funds as described in Section 6, below.

- 6) **AVAILABILITY OF FUNDS.** CITY'S obligation to pay JUVENILE JUSTICE SERVICES OF FREMONT COUNTY for services rendered pursuant to this agreement is conditional upon the availability of funds, which are allocated to pay JUVENILE JUSTICE SERVICES OF FREMONT COUNTY hereunder. If, in the sole discretion of the CITY, funds are not available for CITY to pay JUVENILE JUSTICE SERVICES OF FREMONT COUNTY for the performance of the services, CITY may terminate this agreement at any time in its discretion without further liability or obligation. CITY shall notify JUVENILE JUSTICE SERVICES OF FREMONT COUNTY at the earliest possible time if this agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue to CITY in the event termination of this agreement occurs. CITY shall not be obligated or liable for any future payments due or promised hereunder or for any damages to JUVENILE JUSTICE SERVICES OF FREMONT COUNTY or any other person or entity as a result of termination under this section.
- 7) **CONFORMANCE WITH LAWS.** JUVENILE JUSTICE SERVICES OF FREMONT COUNTY agrees to comply with all municipal, state, and federal ordinances, laws, rules and regulations, and not to engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, sexual orientation, creed, color, national origin, or ancestry.
- 8) **INDEMNITY.** JUVENILE JUSTICE SERVICES OF FREMONT COUNTY shall indemnify, defend and hold harmless CITY from and against any and all claims of any nature whatsoever arising from connection with the performance of any duties by JUVENILE JUSTICE SERVICES OF FREMONT COUNTY related in any way to this Agreement.
- 9) **MODIFICATION.** No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
- 10) **ASSIGNMENT.** This Agreement is not assignable without prior written consent of the parties.

- 11) **GOVERNMENTAL IMMUNITY.** Nothing contained in this Agreement is intended, nor shall be construed to extend the exceptions to governmental immunity provided by law, nor to alter in any way the requirements under the Wyoming Governmental Claims Act, nor to increase the liability of the CITY to any amount or situation wherein liability would not lie, or would be limited, in the absence of this Agreement.
- 12) **CHOICE OF LAW.** The laws of the State of Wyoming govern this agreement.
- 13) **PARAGRAPH HEADINGS.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- 14) **ENTIRE AGREEMENT.** This seven (7) page document constitutes the entire agreement of the parties, superseding all previous agreements between CITY and JUVENILE JUSTICE SERVICES OF FREMONT COUNTY.
- 15) **RELATIONSHIP OF PARTIES.** It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees, and agents of one party are not acting as the officers, employees, or agents of the other. Neither party shall make any representation of being the officer, agent, or employee of the other.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

THE BOARD OF COMMISSIONERS OF
FREMONT COUNTY:

By: _____
CHAIRMAN Date

ATTEST:

Julie Freese, County Clerk Date

City of Lander:

By: _____
Monte Richardson, Mayor Date

ATTEST:

Rachelle Fontaine, City Clerk Date