

JUVENILE JUSTICE SERVICES OF FREMONT COUNTY AGREEMENT

THIS AGREEMENT ("Agreement") is entered into effective as of July 1, 2026 ("Effective Date"), by and between Juvenile Justice Services of Fremont County, a Fremont County governmental program ("JUVENILE JUSTICE SERVICES"), and the City of Lander, Wyoming, a Wyoming municipal corporation, whose mailing address is 240 Lincoln Street, Lander, Wyoming 82520 ("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, the Single Point of Entry process 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, and has instituted appropriate programs for juvenile offenders; and,

WHEREAS, the parties desire to cooperate in providing juvenile assessment, diversion, probation supervision, and related services for juvenile offenders appearing before the Lander Municipal Court; 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, 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 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 may include, but are not limited to, the Work Alternatives Program (community service); Moral Reconciliation Therapy (MRT); drug and alcohol screening in cooperation with the Wyoming State Chemical Testing Laboratory; educational or cognitive intervention programs; and such other programs as JUVENILE JUSTICE SERVICES determines are appropriate for the juvenile and consistent with applicable law.

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

viii). JUVENILE JUSTICE SERVICES shall perform all services in a professional manner consistent with applicable professional standards, Wyoming law, and accepted juvenile justice practices.

viv). Nothing in this Agreement shall obligate JUVENILE JUSTICE SERVICES to perform services beyond those expressly described herein unless agreed to in writing by both parties.

- 2) **CONSIDERATION.** In consideration of the services provided under this Agreement, CITY shall pay JUVENILE JUSTICE SERVICES the total amount of \$ _____. Payment shall be made only after receipt and approval by CITY of the required quarterly reports and supporting documentation demonstrating expenditures incurred in providing services under this Agreement. CITY may request additional reasonable documentation to verify expenditures before payment is made.
- 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. JUVENILE JUSTICE SERVICES shall retain all financial records relating to this Agreement for a minimum of three (3) years following expiration or termination of this Agreement and shall make such records available to CITY upon reasonable request.
 - b) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY agrees to provide annual reports indicating the number of intake interviews performed, the number of 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, Prosecutor and the Court. The annual 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) **DEFAULT.** If either party materially breaches this Agreement, the non-breaching party shall provide written notice describing the breach. The breaching party shall have thirty (30) days after receipt of the notice to cure the breach, unless the breach cannot reasonably be cured within that period and the breaching party has commenced and is diligently pursuing corrective action. If the breach is not timely cured, the non-breaching party may terminate this Agreement in addition to any other remedies available by law.
- 7) **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.

- 8) **CONFORMANCE WITH LAWS.** JUVENILE JUSTICE SERVICES shall comply with all applicable federal, state, and local laws, ordinances, regulations, court rules, and lawful governmental requirements in performing services under this Agreement. JUVENILE JUSTICE SERVICES shall not unlawfully discriminate in the performance of services under this Agreement.
- 9) **CONFIDENTIALITY.** JUVENILE JUSTICE SERVICES shall maintain the confidentiality of all juvenile records and information obtained in connection with this Agreement in accordance with all applicable federal, state, and local laws governing juvenile records and court proceedings. Nothing in this Agreement authorizes disclosure of confidential information except as permitted by law.
- 10) **INDEMNIFICATION.** To the extent permitted by Wyoming law, JUVENILE JUSTICE SERVICES shall indemnify and hold harmless the CITY, its elected officials, officers, employees, volunteers, and agents from and against any claims, demands, damages, liabilities, losses, costs, and expenses arising out of the negligent acts or omissions of JUVENILE JUSTICE SERVICES, its officers, employees, or agents in the performance of this Agreement. Nothing herein shall be construed as requiring either party to indemnify the other for the other party's own negligence or wrongful acts.
- 11) **INSURANCE.** JUVENILE JUSTICE SERVICES shall maintain, at its own expense, insurance coverage or participation in a governmental self-insurance or risk pool reasonably sufficient to cover liabilities arising from the performance of this Agreement, including workers' compensation coverage as required by Wyoming law and such general liability or governmental risk coverage as is customarily maintained by similarly situated governmental entities. Upon reasonable request, JUVENILE JUSTICE SERVICES shall provide evidence of such coverage.
- 12) **NOTICES.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered, sent by certified United States Mail, return receipt requested, nationally recognized overnight delivery service, or electronic mail with confirmation of receipt, addressed to the parties at the addresses set forth in this Agreement or to such other address as either party may designate in writing.

- 13) **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.
- 14) **ASSIGNMENT.** This Agreement is not assignable without prior written consent of the parties.
- 15) **GOVERNMENTAL IMMUNITY.** Nothing contained in this Agreement shall be construed as a waiver of any governmental immunity, defense, limitation of liability, or other protection available to either party under the Wyoming Governmental Claims Act or other applicable law. The parties expressly reserve all immunities, defenses, and limitations available under Wyoming law.
- 16) **CHOICE OF LAW.** The laws of the State of Wyoming govern this agreement.
- 17) **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 18) **VENUE.** Any legal action arising out of or relating to this Agreement shall be brought exclusively in the District Court of Fremont County, Wyoming.
- 19) **WAIVER.** The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right provided herein shall not constitute a waiver of that provision or any other provision of this Agreement.
- 20) **FORCE MAJEURE.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement when such delay or failure results from causes beyond its reasonable control, including acts of God, natural disasters, epidemics, war, civil disturbances, governmental actions, or other events that could not reasonably have been anticipated or avoided. The affected party shall provide prompt notice of such event and shall resume performance as soon as reasonably practicable.
- 21) **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.

- 22) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior negotiations, representations, understandings, and agreements, whether oral or written. This Agreement may be amended only by a written instrument executed by both parties.
- 23) **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.
- 24) **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted electronically or by PDF shall be deemed original signatures for all purposes.

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: _____
Missy White, Mayor Date

ATTEST:

Rachelle Fontaine, City Clerk Date