

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 2nd day of July, 2024, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Community Education Centers, Inc. 4955 Technology Way, Boca Raton, Florida 33431 ("Consultant").

Throughout this document, the City and Consultant may be collectively referred to as the "parties."

RECITALS

A. The City is in need of the services of a community correctional facility program for the purpose of providing programs and services to offenders and available space for sentencing options to courts and law enforcement in Natrona County, Wyoming.

B. The project requires professional services for offender placement at the Community Education Centers, Inc. (Casper Reentry Center) facility located at 10007 Landmark Lane, Casper, Wyoming, 86604 (the "Facility"), a community corrections facility operated pursuant to W.S. 7-18-101 *et seq.*

C. The Consultant represents that it is ready, willing, and able to provide the professional services to the City as required by this Contract.

D. The City desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project:

- a) Consultant agrees to provide spaces, if available, at the Facility for misdemeanor placement at a per diem cost of \$50.00 per day, to be pre-paid by the misdemeanor, in cases of statutorily required sentences. The misdemeanor will be charged for the day of arrival (day 0), but not the day of discharge.

- b) Consultant agrees to provide spaces, if available, at the Facility for misdemeanor placement at a per diem cost of \$80.00 to be paid by the City in cases of extended sentences with tiered programming options depending on length of stay and assessment of misdemeanor.
- c) The City is not responsible for medical expenses, transportation, or gratuities incurred by misdemeanor residents.
- d) Consultant will provide programs to place residents in or retain any jobs that they may have and will account for wages gained from such work.
- e) Consultant agrees to require all residents to sign a medical release containing language that relieves the City and Consultant of any and all responsibility for medical care, treatment, and expenses incurred by the resident while at the Facility.
- f) Consultant agrees to indemnify and hold the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured, and hold them harmless with respect to all liability arising as a result of any injury or damage to any person or property of residents placed at the Facility pursuant to this Contract, when said injury or damage is caused by or as a result of any negligent acts or omissions, fault or willful and wanton conduct by Consultant, its agents or employees thereof. To ensure its ability to indemnify, Consultant shall carry insurance as set forth in Part II (General Terms and Conditions), Section 12 of this Contract (Insurance and Indemnification).
- g) Consultant agrees to require all residents to sign residential financial responsibility forms which will require residents to contribute \$50.00 per day toward their per diem costs.
- h) In accordance with state and federal regulations, Consultant will conduct programs to monitor drug and alcohol use, to ensure compliance with any court mandated requirements.
- i) Consultant agrees to conduct its operations in accordance with at least the minimum standards set forth in Wyoming Statutes § 7-18-107.

2. TIME OF PERFORMANCE:

- a) The services included in this Contract shall be one (1) year ("Primary Term") from June 1, 2024, through May 31, 2025. This Contract may be extended for five (5) additional one (1) year extension terms ("Extension Term") as described

in section below.

- b) The Extension Terms of this Contract will be subject to the same terms and conditions herein set forth, by giving the Consultant sixty days (60) days written notice of its intent to exercise each option prior to the end of the term or any extension thereof.
- c) The parties may, by written agreement, amend the amount of money available for placement.
- d) Either party may terminate this Contract upon 60 days' notice to the other party.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated:

- a) For misdemeanant self-pay at a per diem cost of \$50.00 per day. The misdemeanant will be charged for the day of arrival, but not the day of discharge).
- b) For City pay (programming options available) at a per diem cost of \$80.00 per day. The City will be charged for the day of arrival, but not the day of discharge.

4. METHOD OF PAYMENT:

Payment will be made according to the type of pay and/or programming set forth in Section 3 herein.

- a) For misdemeanant self-pay, the misdemeanant will be required to pre-pay at a rate of \$50.00 per day toward their per diem costs, unless specifically agreed otherwise.
- b) For City pay, programming options available, following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

- c) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:
Wallace Trembath
711E56C840E24B1...

ATTEST

DocuSigned by:
Amanda Ainsworth
9C3C84EBE821463...
Amanda Ainsworth
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

DocuSigned by:
Stephen Cathey
3DC4D762E6BE4A8...
Stephen Cathey
Mayor

WITNESS

By: Ryan De Tata
D2B0CFD3924421...
Printed Name: Ryan De Tata
Title: Sr. Specialist, Contract Finance

CONSULTANT

By: Derrick D Schofield
D954B5B776F044C...
Printed Name: Derrick D Schofield
Title: Executive Vice President

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing sixty (60) days written notice to the Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by the Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that 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 Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as the Consultant 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 Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by the Consultant shall be employed in conformity with applicable local, state or federal laws.

11. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this project, unless the Subconsultant is approved in writing by the City. Any approved Subconsultant shall be paid by the Consultant. Notwithstanding the foregoing, the Consultant is permitted to enter into subcontracts with an affiliated entity wholly-owned by the Consultant or its parent provided that any and all Subconsultants are required to, and agree to carry insurance and indemnify the City in the same manner as the Consultant is required to do under this Contract.

12. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, the Consultant shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its Subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Million Five Hundred Dollars (\$2,500,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Million Dollars (\$5,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the

general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if the Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Consultant's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Consultant as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

The Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. The Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: The Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. The Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.

- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, the Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years after completion of contract work* and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

The Consultant shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

The Consultant shall require and verify that all Subconsultants maintain insurance meeting all the requirements stated herein, and the Consultant shall ensure that the City is an additional insured on insurance required from Subconsultants.

10. *Special Risks or Circumstances*

The City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. The Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any Subconsultant thereof.

13. LIMITATION OF LIABILITY:

In no event shall the City, the City's employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any

breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

The Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that the Consultant shall perform all of the services for the compensation set forth in this Contract. The Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. The Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

15. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

16. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

17. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.