

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**BLACK DOG ANIMAL RESCUE & the LARAMIE COUNTY WYOMING, SHERIFF'S**  
**DEPARTMENT**  
**IN REGARD TO THE INMATE LABOR FOSTER CAT PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into by and between Black Dog Animal Rescue, 2407 E. 9<sup>th</sup> St., Cheyenne Wyoming 82001, ("BDAR") and Laramie County, Wyoming, Sheriff's Department, 1910 Pioneer Avenue, Cheyenne, WY 82001 ("LCSD"). The parties agree as follows:

**I. PURPOSE**

The purpose of this MOU is to establish an agreement between both parties to allow BDAR to supply felines for the Inmate Labor Foster Cat Program at the Laramie County Detention Center (hereinafter "LCDC"). This community service will provide a meaningful program for inmates at LCDC to participate in and provide the BDAR felines with basic social skills to make them more adoptable.

**II. TERM**

This MOU shall commence on the date last executed by the duly authorized representatives of the parties and shall remain in full force and effect for one (1) year, or until terminated pursuant to the provisions of this MOU.

**III. RESPONSIBILITIES OF BDAR**

- A. A representative from BDAR will select, and make available, felines to participate in the Inmate Labor Foster Cat Program.
  - a. BDAR will select felines that are in need of training, those that do not display aggressive tendencies, and those that have been spayed and/or neutered.
- B. BDAR will ensure that all felines have been screened by a veterinarian, are free of ticks, fleas, intestinal parasites, etc., are in good physical and mental health (temperament), and have received all appropriate inoculations.
- C. BDAR shall be solely responsible for supplying LCSD with all necessary equipment and supplies, including, but not limited to, harnesses, collars, waste bags, litter boxes, litter, toys, and journals for the program felines. LCSD shall notify BDAR in writing when new equipment and supplies including, but not limited to, harnesses, collars, waste bags, litter boxes, litter, toys, and journals are needed. Upon written notification by LCSD, BDAR shall have five (5) days to deliver the requested supplies.
- D. BDAR shall be solely responsible for supplying LCSD with, and delivering, feline food for the program felines. At no time will the amount of feline food at LCSD be less than

what is required to feed all felines in the program for one (1) week. LCSD shall notify BDAR in writing when additional feline food is needed. Upon written notification by LCSD, BDAR shall have five (5) days to deliver the requested feline food.

E. BDAR will provide all veterinary services with the following exception:

a. Emergency incidents that require immediate transport to a veterinarian.

i. In these cases, BDAR assumes all financial responsibility for the cost of veterinary care.

F. BDAR will provide suitable training materials to all staff and inmates involved in the program.

#### **IV. RESPONSIBILITIES OF LCSD**

A. LCSD will provide suitable housing for the felines as mutually deemed appropriate among the parties to this MOU and in accordance with any applicable state laws and/or regulations.

B. Policies, rules, and guidelines for the program are set forth in LCSD Policy No. 44.114. The Foster Program is attached hereto as "Attachment A" and incorporated herein as if fully set forth.

C. LCSD will provide a safe training environment and adequate exercise areas for the felines.

D. LCSD will provide supervision and oversight of all inmates and staff involved in the program.

E. LCSD will make reasonable accommodations to ensure that felines are not allowed around inmates, staff, or visitors who may have allergies or who may not wish to be around the felines.

F. LCSD will ensure that all felines are treated humanely and consistent with the training and instructions of BDAR.

G. LCSD will provide medical treatment to any inmate that is either bit or scratched by the cats/kittens.

H. In emergency situations only, LCSD will transport felines to a veterinarian for care.

a. BDAR is solely responsible for the cost of all veterinary care.

## **V. GENERAL PROVISIONS**

**A. Termination:** This MOU may be terminated, without cause, by either party upon thirty (30) days prior written notice, which will be delivered by hand or First Class Mail, or the termination of BDAR's Foster Program.

**B. Entire Agreement:** This MOU, consisting of five (5) pages, represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

**C. Assignment:** Neither this MOU, nor any rights or obligations hereunder shall be assigned or delegated by any party without the prior written consent of the other party.

**D. Modification:** This MOU shall be modified only by a written agreement, duly executed by all parties hereto.

**E. Severability:** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by this severance. It is the expressed intent of the parties that the provisions of this MOU are fully severable.

**F. Applicable Law and Venue:** The parties mutually understand and agree that this MOU shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this MOU or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement in executing this MOU. This provision is not intended nor shall it be construed to waive either party's governmental immunity as provided in this MOU.

**G. Contingencies:** BDAR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this MOU, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this MOU.

**H. Discrimination:** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this MOU because of race, color, gender, creed, handicapping condition, or national origin.

**I. ADA Compliance:** All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., as amended, and/or any properly promulgated rules and regulations relating thereto.

**J. Governmental/Sovereign Immunity:** Laramie County and LCSD do not waive their Governmental/Sovereign Immunity, as provided by any applicable law including WYO. STAT. ANN. 1-39-101-121, as amended, by entering into this MOU. Furthermore, except as indicated

herein, the parties retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOU.

**K. Indemnification:** Each party to this MOU shall be responsible for any liability arising from its own conduct, including those of its agents, employees, representatives and other personnel. Neither party agrees to insure, defend or indemnify the other.

**L. Third Parties:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only among the parties to the MOU, and shall inure solely to the benefit of the parties to this MOU.

**M. Notices:** All notices under this MOU shall be deemed sent when deposited in the US Mail, properly stamped and addressed to the party for whom intended at such party's address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

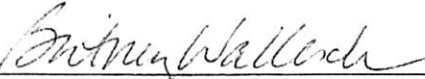
**N. Authority:** By signature below, the parties agree and warrant that the signatory has authority to bind the respective parties to the terms of this MOU.

**Remainder of this page intentionally left blank.**

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**BLACK DOG ANIMAL RESCUE & LARAMIE COUNTY WYOMING**  
**IN REGARD TO THE INMATE LABOR FOSTER CAT PROGRAM**

**Signature Page**

BLACK DOG ANIMAL RESCUE

By:  Date 2/15/2021  
Britney Wallesen, Executive Director

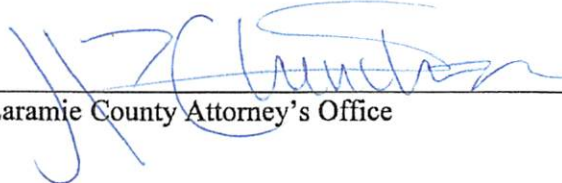
LARAMIE COUNTY

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commission

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 2/16/2021  
Laramie County Attorney's Office

# **Laramie County Sheriff Department Detention Division**

**POST ORDER: 44.114**

**TITLE: Foster Program**

**DATE EFFECTIVE:**

**POLICY:**

This Post Order is to outline the Laramie County Sheriff's Department's policy for the Foster program with its Community Partner, Black Dog Animal Rescue (BDAR). LCSD will partner with Black Dog Animal Rescue and will involve selected inmates housed in G and H pods to provide care, training, and socialization to rescue cats/kittens, ultimately leading to their placement in the community as a pet.

**STANDARD:**

1. Black Dog Animal Rescue will select and provide cats/kittens for the program with the understanding that aggressive cats/kittens will not be permitted in the program.
  - a. It should be ensured that each animal has been screened by a veterinarian, is free of ticks, fleas, intestinal parasites, etc., is in good physical and mental health (temperament), and has received all appropriate inoculations;
  - b. BDAR will provide all necessary equipment and supplies, or assist in securing said supplies;
  - c. BDAR will be responsible for all subsequent veterinary care;
    1. If manning does not allow for participating deputy to take to veterinary appointment then Liaison will transport the animal. This will prevent the need for any overtime pay
  - d. Will provide suitable training materials to all staff and inmates involved in the program.
2. Duties of LCSD Staff and inmates:
  - a. Will provide suitable housing for the animals as mutually deemed appropriate and in accordance with state regulations;
  - b. Will provide a safe training environment and adequate exercise areas;
  - c. Will provide supervision and oversight of all inmates and staff involved in the program;

## Laramie County Sheriff Department Detention Division

- d. Will take reasonable steps to ensure that animals are not allowed around inmates, staff, or visitors who may have allergies or who may not wish to be around the animals;
- e. Will ensure that all animals are treated humanely and consistent with the training and instructions of the community partner
- f. Will provide medical treatment to any inmate that is either bit or scratched by the animals.

3. **LCSD LIAISON:** An employee will be selected to be the liaison between LCSD and the community partner. The liaison will oversee the training of staff and inmates, will monitor all program activities, and will be LCSD's source of contact in the event of problems or issues. The Liaison will hold the rank of Lieutenant or higher.

5. **PROGRAM FUNDING/STAFF TIME:** Donations of money, food, and other items can be made to the Black Dog Animal Rescue and they will distribute any items needed by the program. No state monies or special funds accounts will be used in the administration of these programs. Staff time should be limited to those duties related to the program while on their regularly scheduled duty day.

- a. At least one deputy from each team will be selected as a participant to oversee the program while they are on duty
  - 1. Participating deputies will conduct an Inmate Labor quarters check at least twice during their regularly scheduled 12 hour shift to check the wellbeing of the cats/kittens. This can occur while the deputy is relieved for a post check break.
- b. If the participating deputy is ill or on vacation and no other participating deputy is on duty for that 12 hour shift, then the Liaison will need to check in with the inmates and the animals to ensure there are no issues. If a situation occurs where neither the Liaison or a participating deputy is available then the shift supervisor or the corporal will check in on the inmates and the animals.
- c. The participating deputy will ensure proper care is being given to the cats/kittens; such as food and water is provided and litter boxes cleaned
- c. If there are any health concerns with the cats/kittens the deputy will immediately contact the Black Dog Animal Rescue who will then make the determination if the animal needs to be seen by a veterinarian.

## Laramie County Sheriff Department Detention Division

1. If manning allows the participating deputy will take the cat/kitten to the Cottonwood Vet Clinic, 3619 Evans Ave, Cheyenne, WY 82001. If manning does not allow the Liaison will transport the animal to the vet.
2. All vet related expense are the responsibility of BDAR
6. Potential hires to the Inmate Labor program will be screened for allergies to cats during their medical exam that is a normal part of the inmate selection process.
7. Criminal History review of Potential hires to the Inmate Labor program will include a search any past animal abuse charges which will eliminate that inmate from participating in Inmate labor.
8. The cats/kittens will be free to roam throughout the pod and will be the responsibility of all Inmate Laborers. No one inmate will be responsible for the total care of the cats/kittens. Inmate laborers will provide daily care for the cats/kittens in the program to include but not limited to:
  - a. Ensuring the cats/kittens have fresh food and water
  - b. Daily scooping of the litter pans
    1. Small trash bags will be provided. The full small trash bag will be taken out with the pod trash every morning
  - c. Socialization
    1. Playing/ interacting with the cat/kitten with toys
    2. Brushing of the cat/kittens coat and trimming claws with the help of participating deputy or Liaison
    3. Holding/petting cat/kitten
    4. Placing cat/kitten in harnesses to train walking on leash
    5. Placing cat/kitten in carriers to desensitize the animal to time in carriers
    6. Cats/kittens will also accompany inmate laborers on Tuesday evening for Inmate Labor Visits.



## Laramie County Sheriff Department Detention Division

9. Showing cats/kittens to prospective adopters will be at the discretion of Black Dog Animal Rescue and all potential adopters will coordinate the meeting thru Black Dog Animal Rescue

- a. BDAR will notify the Liaison of any upcoming showing of the cat/ kittens to prospective adopters and the cat/ kitten will be picked up by BDAR and taken to BDAR headquarters. If the cat/ kitten is not adopted BDAR will return the cat/kitten to LCSD

10. In the event an inmate that qualifies to work in Inmate Labor but has allergies to cats the following will occur:

- a. The inmate will be identified during the medical screening that he/she has allergies to cats.
- b. Any foster cats in the pod in which the inmate will be housed in (G pod or H pod) will be moved to the other housing unit.
- c. All cat related items such as cat toys, scratching posts, and litter pans will be removed from the pod. They may be placed in the other pod or stored in the closet in H pod.
- d. The pod will be cleaned thoroughly; to include shampooing the carpeted areas, prior to the inmate's arrival in the pod.

11. If two or more inmates are allergic to cats and would need to be housed in both G and H pods than any foster cats would need to be returned to BDAR.

12. If a deputy has any allergies to cats, that deputy would not be required to conduct any area checks in G and H pod.

Approved: \_\_\_\_\_  
Don Hollingshead Detention Division Captain

Date: \_\_\_\_\_