

CONTRACT NO. 7779
AGREEMENT BETWEEN THE CITY OF CHEYENNE
AND LARAMIE COUNTY
FOR ANIMAL CONTROL SERVICES

1. **Parties.** The parties to this Agreement are the City of Cheyenne, a municipality duly organized and existing under the laws of the State of Wyoming, hereafter "City," whose address is 2101 O'Neil Avenue, Cheyenne, Wyoming 82001, and Laramie County, a county government organized and existing under the laws of the State of Wyoming, hereafter "County," whose address is 310 West 19th Street, Cheyenne, Wyoming 82001.

2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the City to furnish the County with Animal Control services as set forth in this Agreement.

3. **Term:** This Agreement is effective upon approval and execution by the parties. The term of this Agreement shall be from July 1, 2023 through June 30, 2024. The parties may, by mutual agreement, renew this Agreement for additional one-year terms, through an amendment reflecting then-current payment and any other relevant changes.

4. **Payment:** The County agrees to pay the following amount for Animal Control services described herein.

a. The County shall pay upon receipt of the City's invoice, for Animal Control expenses only, the monthly amount of ten thousand nine hundred dollars (\$10,900) for each of the months of July 1, 2023 through June 30, 2024.

b. In no event shall the amount paid under this Agreement exceed one hundred thirty thousand and eight hundred dollars (\$130,800).

c. The County shall furnish use of the Laramie County Combined Communications Center (LCCCC) as a component of this agreement. Consideration for this service is reflected in the agreed upon pricing detailed above. Such use shall be limited to calls regarding animal control responsibilities detailed in Section 5 of this Agreement received by LCCCC and calls received by LCCCC where Animal Control is needed to support a law enforcement or other public safety agency. The City shall provide Animal Control with their own radios; the County will not provide any radio equipment to the City as part of this agreement.

5. **City's Responsibilities.**

a. The City shall operate Animal Control for both the City of Cheyenne and the unincorporated areas of Laramie County. All Animal Control operations in unincorporated areas of Laramie County shall be conducted in conformance with any applicable Wyoming state law as it may change from time to time and the Laramie County Rabies Control District, Animal Control District and Animal Control Regulations, Adopted July 20, 2004 ("Laramie County Regulations").

- b. Such operations shall include, but not be limited to the following:
 - i. **Capture of Animals:** Animal Control will provide humane and safe animal capture services for stray dogs and cats found within the limits of Laramie County and shall transport them to the Cheyenne Animal Shelter.
 - ii. **Public Nuisance Complaint Calls:** Animal Control will respond to public nuisance complaint calls as provided by the Laramie County Regulations.
 - iii. **Animals Running At Large:** Animal Control will respond to Animals Running At Large as provided by the Laramie County Regulations.
 - iv. **Vicious or Dangerous Dogs:** Animal Control shall respond to complaints relating to vicious or dangerous dogs as provided for by applicable law or regulation.

c. It shall be the City's responsibility to hire, train and manage all Animal Control personnel and officers who shall operate within the City of Cheyenne and the unincorporated areas of Laramie County.

d. The City shall furnish to the County, through the Director of Compliance, monthly reports reflecting such Animal Control statistics as are collected under industry best practices. The report shall also include a description of any complaints made regarding Animal Control services and the resolution of those complaints and any public education programs conducted within that month.

e. The City shall perform operation of Animal Control in line with industry best practices and shall maintain the professional and organizational integrity expected of an organization engaged in providing animal control services.

6. County's Responsibilities.

a. The County shall make payment as specified in this Agreement.

b. The County shall promptly report any concerns or complaints received about Animal Control services directly to the City, Attention: Director of Compliance.

7. Responsibilities of Both Parties.

a. Establish and maintain records documenting calls and investigations conducted by Animal Control officers including, but not limited to, records of complaints received and the resolution of each complaint.

8. General Provisions.

a. **Amendments.** Any changes, modifications, revisions, or amendment to this Agreement, which are mutually agreed upon by the Parties to this Agreement shall be incorporated by written instrument, executed, and signed by all Parties to this Agreement.

b. **Applicable Law.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the Parties, and the venue shall be in the First Judicial District, Laramie County, Wyoming.

c. **Compliance with the Laws.** The City and County shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and industry standards in the performance of this Agreement.

d. **Entirety of Agreement.** This Agreement, consisting of four (4) pages, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

e. **Indemnification.** Each Party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither Party agrees to insure or indemnify the other.

f. **Notice.** All notices arising out of or from the provisions of this Agreement shall be in writing and given to the Parties either by regular mail or delivery in person.

g. **Nondiscrimination.** The City and County shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105, *et seq.*, and the Americans with Disabilities Act (AD)), as amended, 42 U.S.C. § 12101, *et seq.* The City and County shall assure that no person is subjected to discrimination because of age, sex, race, religion, national origin, or disability in connection with the performance of this Agreement.

h. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, nor shall payment be made until this Agreement has been reduced to writing and approved by all necessary authorities.

i. **Governmental Immunity.** Nothing in this Agreement shall be deemed to have waived the City or County's governmental immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101, *et seq.* Further, the City and County fully 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 Agreement.


j. **Termination.** The County may terminate this Agreement for cause immediately without notice or liability in the event the City fails to perform. Either Party may terminate this Agreement without cause upon sixty (60) days written notice.

k. **Signatures.** In witness thereof, 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 agreed to the terms and conditions of this Agreement.

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Signature Page

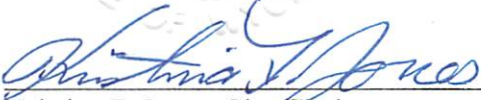
CITY OF CHEYENNE, WYOMING

By: 
Patrick Collins
Mayor

6-28-23
Date:

(SEAL)

Attest:

By: 
Kristina F. Jones, City Clerk

June 28, 2023
Date:

LARAMIE COUNTY, WYOMING

By: _____
Troy Thompson, Chairman
Laramie County Commissioners

Date:

By: _____
Debra Lee, Laramie County Clerk

Date:

REVIEWED AND APPROVED AS TO FORM ONLY

By: _____
Cheyenne City Attorney's Office

Date:

By: 
Laramie County Attorney's Office

7-5-23
Date