

CONTRACT NO. \_\_\_\_\_

**AGREEMENT BETWEEN LARAMIE COUNTY  
AND THE CHEYENNE ANIMAL SHELTER  
FOR ANIMAL SHELTER SERVICES**

1. **Parties.** The parties to this Agreement are Laramie County, a county government organized and existing under the laws of the State of Wyoming, hereafter "County," who address is 310 West 19<sup>th</sup> Street, Cheyenne, Wyoming 82001, and the Cheyenne Animal Shelter, a non-profit Wyoming corporation organized and existing under the laws of the State of Wyoming, hereafter "Contractor," who address is 800 Southwest Drive, Cheyenne, Wyoming 82007.
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the Contractor to furnish the County with Animal Shelter 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, 2022 through June 30, 2023. 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 Shelter services described herein.
  - a. Twenty-Two Thousand, Six Hundred Sixty-Seven Dollars (\$22,667) for each month from July 2022 through June 2023.
  - b. In no event shall the amount paid under the agreement for services described herein exceed Two Hundred Seventy-Two Thousand Dollars (\$272,000).
  - c. No payment shall be rendered for services furnished prior to the effective date of this agreement.
5. **County's Responsibilities.**
  - a. The County shall make payment as agreed in this Agreement.
  - b. The County shall promptly report any concerns or complaints received about Animal Shelter services directly to the Contractor, Attention: Chief Executive Officer.
  - c. The County may appoint a member from its governing body to serve as a non-voting ex-officio member of Contractor's Animal Shelter Board.
6. **Contractor's Responsibilities.**
  - a. The Contractor shall operate an Animal Shelter.
  - b. The Contractor shall provide long-term housing and adequate care for all animals placed under its custody by the Animal Control authority and/or local law enforcement.
  - c. The Contractor shall provide housing and adequate care for the animals designated below for a maximum of ten (10) days. After the expiration of ten (10) days, the Contractor will either maintain, or release the animal(s) as directed

by the appropriate County or State authority (Laramie County Sheriff's Office, County Attorney, Circuit or District Court Judge, etc.).

- d. Contractor shall make reasonable efforts to locate the owner of any stray animals in their care. Owners that are located shall be responsible for any costs incurred with housing and care for the animal, with costs recoverable by Contractor.
- e. When necessary, the Contractor will provide care beyond ten (10) days for animals ordered to be held by a court of competent jurisdiction. The cost of such care is \$45 per day to the County. The Contractor will bill for additional care in 30 day increments with invoices to be paid monthly. The County may take custody of the animal at any time via written request. If the County does not pay for additional care within 30 days of receipt of an invoice, the Contractor may relinquish custody of the subject animal(s) to an Animal Control Officer.
- f. The Contractor shall provide local law enforcement officers with 24/7 access to the Animal Shelter's impound room to drop off seized or stray animals. Any law enforcement officer utilizing the Animal Shelter's impound room is required to fill out all appropriate paperwork listing the location the animal was found, any potential owner information, the reason for seizing the animal, and the contact information for the officer dropping off the animal. In the event of a stray animal health emergency, the local law enforcement officer will have 24/7 access to the Animal Shelter's in-house and on-call veterinarian for consult.
- g. The Contractor shall pay the daily operating expenses of the Animal Shelter.
- h. The Contractor shall take reasonable steps to spay or neuter animals before adoption.
- i. The Contractor shall maintain a reasonable and adequate schedule for the operation of the Animal Shelter.
- j. The Contractor shall provide periodic listings of all lost and found animals handled by the Contractor.
- k. The Contractor shall conduct fundraising activities, public education programs, and any other programs to further the objectives of the Contractor, City and County.
- l. The Contractor is responsible for all euthanasia of animals. In the instance of an emergent situation, and upon the approval of the Cheyenne Animal Shelter's Veterinarian, Animal Control officers may participate in or, if certified, perform the euthanasia for the furtherance of the animal's health, welfare, and/or safety.
- m. The Contractor shall furnish to the County, through the Laramie County Commissioners, monthly reports reflecting such Animal Shelter 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.
- n. The Contractor shall retain all donations, fees and other monies collected, including revenue generated by an agreement with a third party. The contractor

shall provide a detailed annual report of all such donations, fees and other monies raised to the Board of County Commissioners by March 1 of each year.

- o. The Contractor shall maintain financial records in accordance with the generally accepted accounting principles and make such records available for inspection by the County at reasonable times and, if requested by the County, at its expense, for audit.
- p. The Contractor shall perform its business in line with industry best practices and shall maintain the professional and organizational integrity expected of an organization engaged in the business of animal protection and Shelter services.

**7. Responsibilities of Both Parties.**

- a. Any property which remains in a useable condition and which was purchased with County funds provided through this Agreement shall be returned to the County upon final termination of this Agreement and any subsequent agreements.

**8. Insurance.**

- a. The Contractor shall maintain insurance coverage as follows:
  - i. Commercial General Liability Insurance: Contractor shall provide coverage against claims arising out of bodily injury, illness and death, and from damage to or destruction of property of others, including loss of use thereof, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, for the entire term of this Agreement.
  - ii. Workers' Compensation: Contractor shall provide proof of coverage in effect as required by Wyoming law, for all employees or agents providing services under this Agreement.
- b. The County shall be named as an additional insured by endorsement on Contractor's insurance policies, with the exception of workers' compensation, and Contractor shall furnish the County with a copy of the policies and/or policy endorsements. The County's failure to request or review such policies, endorsement, or certificates shall not affect the County's rights or Contractor's obligation hereunder.
- c. It is mutually understood and agreed by the Parties that these policies are primary and not contributory. All policies required under this Agreement shall be in effect for the duration of this Agreement. It shall be an affirmative obligation upon the Contractor to immediately notify in writing the County risk manager, County clerk and County attorney of any fact, circumstance or occurrence that has resulted in or may result in the cancellation of or substantive change to any insurance coverage required by this Agreement, and failure to do so shall be construed to be a breach of this Agreement.
- d. Any insurance company providing coverage under this Agreement shall have a minimum A.M. Best rating of A-(Excellent).
- e. The Contractor shall provide a copy of this Agreement to its insurance providers. Contractor shall advise the County in writing of any difficulties in obtaining the required insurance coverage.

9. **General Provisions.**

- a. **Amendments.** Any changes, modifications, revisions, or amendments 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 Contractor 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 six (6) pages, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- e. **Indemnification/Hold Harmless.** The Contractor agrees to indemnify, hold harmless, and defend the County from and against any and all liabilities, claims, penalties, forfeitures, and suits, and the cost and expenses incident thereto including reasonable attorney's fees, which may hereafter arise as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations, or orders to the extent caused by (1) Contractor's breach of any term or provision of the Agreement, of (2) any negligent or wrongful act, effort or omission by Contractor, or its employees or subcontractors in the performance of this Agreement. Contractor acknowledges that it may incur a financial obligation to the County pursuant to the terms of this paragraph.
- f. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Agreement. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative of or on behalf of the County or to incur any obligation of any kind on behalf of the County.
- g. **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.
- h. **Nondiscrimination.** The Contractor 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 (ADA), as amended, 42 U.S.C. § 12101, *et seq.* The Contractor 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.

- i. **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 and been reduced to writing and approval by all necessary authorities.
- j. **Governmental Immunity.** Nothing in this Agreement shall be deemed to have waived the County's governmental immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101, *et seq.* Further, the County fully retains 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.
- k. **Termination.** Either party may terminate this Agreement for cause immediately without notice or liability in the event the other party fails to perform. Either Party may terminate this Agreement without cause upon sixty (60) days written notice.
- l. **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.

LARAMIE COUNTY, WYOMING

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

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Clerk

CHEYENNE ANIMAL SHELTER:

By: Brian Leunt Date 7/22/2022  
President and CEO

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature] Date 7/22/22  
Laramie County Attorney's Office

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