

CONTRACT NO. 7778

AGREEMENT BETWEEN THE CITY OF CHEYENNE, LARAMIE COUNTY,
AND CHEYENNE ANIMAL SHELTER
FOR ANIMAL SHELTER 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 ("City"), whose address is 2101 O'Neil Avenue, Cheyenne, Wyoming 82001, Board of Commissioners of the County of Laramie, Wyoming, a body corporate and political subdivision of the State of Wyoming ("County"), whose address is 310 West 19th 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 ("Contractor"), whose 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 City/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, 2023 through June 30, 2026. Thereafter, the parties intend to seek funding for services provided by the Animal Shelter through a separate Proposition in the next one percent (1%) specific purpose sales and use tax ("6th Penny tax"). The parties agree to use their best efforts to secure such funding.

In the event of the failure of the ballot initiative, it is understood that the parties will seek renewal and funding for the contract through alternative City/County allocations.

4. **Payment.** The City/County agrees to pay the following amount for Animal Shelter services described herein.

- a. The City/County shall pay the Animal Shelter, for sheltering expenses only, in equal monthly increments, a total amount of eight hundred thousand dollars (\$800,000) for FY 2024 beginning on July 1, 2023 through June 30, 2024;
- b. The City/County shall pay the Animal Shelter, for sheltering expenses only, in equal monthly increments, a total amount of eight hundred fifty thousand dollars (\$850,000) for FY 2025 beginning on July 1, 2024 through June 30, 2025; and,
- c. The City/County shall pay the Animal Shelter, for sheltering expenses only, in equal monthly increments, a total amount of nine hundred thousand dollars (\$900,000) for FY 2026 beginning on July 1, 2025 through June 30, 2026.

5. **City's Responsibilities.**

- a. The City shall make payment as agreed in this Agreement of sixty-five percent (65%) of the annual payment. Beginning July 1, 2023 to June 30, 2024, the City will pay a total amount for sheltering services not to exceed Five Hundred Twenty Thousand Dollars (\$520,000). Beginning July 1, 2024 to June 30, 2025, the City will pay a total amount for sheltering services not to exceed Five Hundred Fifty Two Thousand and Five Hundred Dollars (\$552,500). Beginning July 1, 2025 to June 30, 2026, the City will pay an amount for sheltering services not to exceed a total of Five Hundred Eighty-Five Thousand Dollars (\$585,000).
- b. The City shall promptly report any concerns or complaints received about Animal Shelter services directly to the Contractor, Attention: Chief Executive Officer.
- c. The City may appoint a member from its governing body to serve as a voting member of Contractor's Board of Directors, subject to the same duties, expectations, time, and financial commitments as any other duly elected voting member of the same.
- d. The City shall provide Animal Control services described herein.
 - i. Animal control officers shall be certified in euthanasia and shall be sponsored by the Laramie County Sheriff's Department as required by Wyo. Stat § 33-30-202, 223, 224
 - ii. In the instance of an emergency situation, and upon the approval of a consulting veterinarian, the Animal Control Officers may participate in or, if certified, perform euthanasia for the furtherance of the animal's health, welfare, and/or safety.
 - iii. The City will make every reasonable effort to ensure that animal control officers are certified by the National Animal Care and Control Association and participate in the Fear Free certification process.
- e. 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, citations, and warning issued, quarantine orders issued, records of animal bite cases reported, and current rabies vaccination records.

6. **County's Responsibilities.**

- a. The County shall make payment as agreed in this Agreement of thirty-five percent (35%) of the annual payment for sheltering services. Beginning July 1, 2023 to June 30, 2024, the County will pay a total amount for sheltering services not to exceed Two Hundred Eighty Thousand Dollars (\$280,000). Beginning July 1, 2024 to June 30, 2025, the County will pay a total amount for sheltering services not to exceed Two Hundred Ninety Seven Thousand Five Hundred Dollars (\$297,500). Beginning July 1, 2025 to June 30, 2026, the County will pay a total amount for sheltering services not to exceed Three Hundred Fifteen Thousand Dollars (\$315,000).

- b. The County shall promptly report any concerns or complaints received about the Animal Shelter services directly to the Contractor, Attention Chief Executive Officer.

7. **Contractor's Responsibilities.**

- a. The Contractor shall operate an Animal Shelter.
- b. The Contractor shall provide housing and adequate care for all animals placed under its custody by the Animal Control authority and/or local law enforcement. The contractor will make every reasonable effort to ensure that their employees participate in the Fear Free certification process.
- c. Animals sheltered under Section 4 of this Agreement shall be held for a period of time not to exceed ten (10) days. This period of time allows for the majority of impounded animals to either be reclaimed by their owners or to legally become the property of the Shelter, per Cheyenne City Code 6.20.020, and Laramie County Animal Regulations per Wyo. Stat. § 11-31-101 *et seq.* (as amended) and Wyo. Stat. § 18-5-201 *et seq.* (as amended)
- d. When necessary, and by written request, the Contractor will provide care beyond ten (10) days for animals ordered to be held by a court of competent jurisdiction. The calculated cost of such care is forty-five dollars (\$45) per day. As such, the cost of such care is forty-five dollars (\$45) per day billed to the governing body from the area which the animal(s) were impounded. Contractor shall invoice the City/County either a) once the animal(s) has been released from or to the Animal Shelter such that an outcome may be pursued or conducted, or b) at the end of each quarter for any additional days of care accrued at that time. If the City/County does not pay for additional care within thirty (30) days of receipt of an invoice, the Animal Shelter may relinquish custody of the subject animal(s) to an Animal Control Officer.
- e. 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, Animal Control and/or local law enforcement shall have access to the Animal Shelter's in-house veterinarian for consultation during regular business hours. Outside normal business hours, Contractor will contract with private veterinarian service for health care and pay the first two hundred fifty dollars (\$250) in the cost of care. Outside normal business hours, City/County will be responsible for the cost of euthanasia of animals and veterinarian services exceeding two hundred and fifty dollars (\$250).
- f. The Contractor shall pay the daily operating expenses of the Animal Shelter.

- g. The Contractor is responsible for all euthanasia of animals during regular business hours. In the instance of an emergent situation, and upon the approval of a consulting veterinarian, the Animal Control officers may participate in or, if certified, perform the euthanasia for the furtherance of the animal's health, welfare, and/or safety.
- h. The Contractor shall promptly report any concerns or complaints received about Animal Control or Law Enforcement services directly to the City's Director of Compliance.
- i. The Contractor shall retain all donations, fees and other monies collected, including revenue generated by an agreement with a third party.
- j. The Contractor shall maintain financial records in accordance with the generally accepted accounting principles and make such records available for inspection by the City at reasonable times and, if requested by the City, at its expense, for audit.
- k. The Contractor shall provide financial disclosures to the City and/or County including annual budget reports, a list of salaried positions including salary ranges and number of employees, and quarterly financial statements. The Contractor will also provide a dashboard report regarding animal statistics. Report shall include animal intake categories, number of animals per category, and the outcomes.
- l. 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.
- m. The Contractor shall make every reasonable effort to employ, or contract for the services of a licensed veterinarian in order to carry out the responsibilities as assigned to the veterinarian in this agreement.
- n. Contractor will be available for animal owners to reclaim their animals during regular business hours of 8:00 AM to 6:00 PM Monday through Saturday, excluding holidays and the second Wednesday of each month. The second Wednesday of each month the Contractor will be open from 4:00 PM to 6:00 PM. It is understood exceptional circumstances may occur requiring the Contractor to close the shelter. Examples may include an outbreak of disease requiring quarantine of the shelter and inclement weather shutting down the City.

8. **Insurance.**

- a. The Contractor shall maintain insurance coverage as follows:
 - i. Commercial General Liability Insurance: (CGL) Contractor shall maintain CGL coverage on an "occurrence" basis including 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 maintain proof of coverage in effect as required by Wyoming law, for all employees or agents providing services under this Agreement.
- b. **Additional Named:** The City and Laramie County shall be named as additional named insureds by endorsement on Contractor's insurance policies, with the exception of workers' compensation, and Contractor shall furnish the City and County with a copy of the policies and/or policy endorsements. The City's and or County's failure to request or review such policies, endorsements, or certificates shall not affect the City's or County's rights or Contractor's obligation hereunder.
- c. **Insurance to be primary and noncontributory/waiver of subrogation:** It is mutually understood and agreed by the Parties that these policies shall contain an endorsement indicating: The coverage provided is primary and not contributory, that any insurance or self-insurance maintained by City and County shall be in excess of contractor's insurance and shall not contribute to it and shall grant to the City and County waiver of any right to subrogation to any insurer of contractor may acquire against City or County by virtue of the payment of any loss under the required insurance.
- d. **Notice of Cancellation:** 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 City risk manager, city clerk, city attorney, 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.
- e. Any insurance company providing coverage under this Agreement shall have a minimum A.M. Best rating of A-(Excellent).
- f. The Contractor shall provide a copy of this Agreement to its insurance providers. Contractor shall advise the City/County in writing of any difficulties in obtaining the required insurance coverage.

9. **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 Parties 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 seven (7) 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.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and County, their elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of Contractor pursuant to this Agreement, except to the extent liability is caused by the sole negligence or willful misconduct of City/County or its employees. Contractor acknowledges and warrants that it shall carry liability insurance sufficient to cover its obligations under this provision and provide City and County with proof of such insurance.
- 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 City/County or to incur any obligation of any kind on behalf of the City/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.** Both Parties 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 Parties 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 has been reduced to writing and approval by all necessary authorities.
- j. **Governmental Immunity.** Nothing in this Agreement shall be deemed to have waived the City's 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 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.** Any Party may terminate its participation in this Agreement, with or without cause, by providing sixty (60) days written notice to the other Party.

10. **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 knowingly and voluntarily agreed to the terms and conditions of this Agreement.

FOR THE CITY:



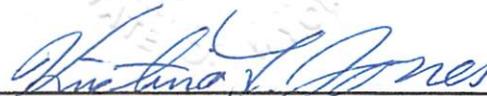
Patrick Collins, Mayor

6-28-23

Date

(SEAL)

Attest:



Kristina F. Jones, City Clerk

June 28, 2023

Date

FOR THE BOARD OF COUNTY COMMISSIONERS:

Dr. Troy Thompson, Chairman

Date

FOR CHEYENNE ANIMAL SHELTER:

Britney Tennant, President and CEO

Date

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY

7-5-23