

ANIMAL SHELTER AND ANIMAL CONTROL AGREEMENT 2018-2019

This Agreement made and entered by and between Laramie County, State of Wyoming, P.O. Box 608, Cheyenne, Wyoming, 82003-0608, hereinafter referred to as the "COUNTY", and the Cheyenne Animal Shelter, Incorporated, a non-profit Wyoming corporation, 800 Southwest Drive, Cheyenne, Wyoming 82007, hereinafter referred to as "CAS".

I. PURPOSE

The purpose of this Agreement is to provide for funding to CAS for the provision of animal shelter services and animal control services.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until June 30, 2019.

III. RESPONSIBILITIES OF CAS

A. ANIMAL CONTROL

1. During the term of this Agreement, CAS agrees:
 - a. To the extent permitted by fiscal resources, operate an animal control department including a physical plant and necessary equipment for effective animal control;
 - b. Enforce COUNTY resolutions and state statutes relating to animal control, including the issuance of warnings, summons, citations, and rabies quarantine orders in the unincorporated areas of Laramie County;
 - c. To the extent permitted by fiscal resources, provide vehicles and equipment necessary to perform the duties of animal control in an humane fashion, including, but not limited to, two-way radios and devices necessary to capture, hold, and transport animals;
 - d. Use trained personnel authorized by the COUNTY in the exercise of the animal control function, and provide uniforms clearly identifying personnel as animal control officers. CAS shall provide to COUNTY any records and/or certifications which indicate or describe the training and/or certification of animal control officers in the employ of CAS and shall maintain compliance with any training requirements imposed by either law or industry standards;
 - e. CAS agrees that all animal control personnel employed in the enforcement of County or State animal control regulations and or statutes shall be specially deputized by the Laramie County Sheriff in accord with for the performance of these functions in the unincorporated areas of

Laramie County and, further, that all such specially deputized officers shall act in compliance with, any directives, policies, laws, regulations or ordinances regarding the exercise of Special Deputy authority. The Laramie County Sheriff's Department shall provide upon request appropriate training or orientation as to policies and expectations connected to special deputy status.

f. Schedule and maintain personnel to perform the duties of animal control within the COUNTY and to provide emergency services outside its regular hours. The following non-exclusive list shall be deemed to be an emergency: control of vicious animals, animal bites, dead animals creating traffic hazards, animals belonging to detainees of the Laramie County Sheriff's Department, and stray animals constituting a traffic hazard or interfering with commerce, animals running at large presenting a danger to persons. It is understood between the parties that emergency responses by CAS personnel shall be conducted in such a manner that the safety of the public and CAS personnel shall be the primary concern in all cases.

g. Comply with federal, state and local law and make reasonable efforts to comply with applicable industry standards, including but not limited to, those promulgated by the American Humane Association and/or the Humane Society of the United States;

h. Establish and maintain records documenting calls and investigations by animal control officers, including, but not limited to: records of requests for animal control services received, citations and warnings issued, incidents or requests for animal control services in which response is withheld by CAS and the reasons therefore, quarantine orders issued, animal bite cases reported to CAS, and maintain current rabies vaccination records;

i. Submit reports on a quarterly basis to the COUNTY concerning the number of animals impounded, impounded animals released to owners, euthanized animals, animals vaccinated for rabies, citations and warnings issued, bite cases reported, and complaints received;

j. Upon request, provide humane traps to all residents of the COUNTY on a first come, first served basis. Residents using animal control devices or their own personal devices once a year shall not be charged. CAS may, but is not required to, request a reasonable refundable deposit for the use of traps. Reasonable fees may be charged for subsequent use of a trap within a one-year period and CAS may place restrictions on the time period a trap may be used before its return;

k. Pick-up and dispose of dead dogs and cats and other animals of similar size and shall, upon request of the State of Wyoming Game and Fish Department and State of Wyoming veterinarians, assist with small animal management, care of sick and injured animals and relocation of small and wild animals. Further CAS will cooperate with the Laramie County Health Department at the Health Department's request in matters pertaining to the control of or monitoring or infectious disease and the enforcement of the Health Department's Exotic Animal Regulations;

l. Restrict animal control officers from carrying firearms while serving as animal control officers, and require said officers to request assistance of the appropriate COUNTY department prior to destroying animals in the field.

m. Maintain financial records in accordance with generally accepted accounting principles, and make such records available for inspection by the COUNTY at all reasonable times. CAS shall also maintain and make available upon request of COUNTY records relating to its policies, including but not limited to those of personnel and its operations.

B. ANIMAL SHELTER

1. During the term of this contract, CAS agrees to manage and operate its animal shelter facilities as follows:

a. To the extent permitted by fiscal resources, provide housing and adequate care for all animals placed under its custody;

b. To maintain financial records in accordance with generally accepted accounting principles and render them available to COUNTY upon request for purposes of review of audit and to permit COUNTY, at its own expense, to inspect and audit, during regular business hours, CAS financial records;

c. To maintain all records regarding the operation of the animal shelter, including any reviews or audits created by any organization or internally by CAS and render them available to COUNTY upon request for purposes of review or audit.

d. To be liable for the daily operating expenses of the animal shelter;

e. To take steps to see animals adopted through the shelter shall be neutered or spayed;

f. To maintain a reasonable and adequate schedule for the operation of the animal shelter a minimum of six days a week;

g. To provide a complete listing of all lost and found animals handled by CAS;

h. To conduct fund raising activities, public education programs, and any other programs to further the objectives of CAS;

i. To create, maintain, comply with and provide to the COUNTY copies of policies governing the operation of both the animal shelter and animal control operations;

j. To comply with all federal, state and local laws, and make reasonable efforts to comply with applicable industry standards including, but not limited to, those recommended by the American Humane Society and the Humane Society of the United States in the operation and management of animal shelter operations, animal control, animal medication, animal disposal, and animal distribution.

k. CAS agrees to allow inspection by COUNTY's designated representatives of any facilities or equipment used by CAS in carrying out the provisions of this Agreement, including making available personnel for inquiries.

l. CAS agrees to take action to comply with a recently conducted audit of its operations by the American Humane Society and to provide regular monthly reports to COUNTY, commencing with the execution of this agreement, detailing the specific progress and actions taken in order to comply with the recommendations of the audit.

m. CAS agrees that its Board meetings shall be open to the public unless applicable law allows for closure of the meeting in executive session. CAS shall request and the County may designate a County Commissioner as County representative and/or ex-officio member of the Board.

IV. RESPONSIBILITIES OF COUNTY

A. The COUNTY agrees to allocate from its budget a total sum of \$ 218,400.00 to be paid in twelve equal monthly installments for purposes of carrying out the provisions of this Agreement for animal shelter operations and services and animal control services. Payment to CAS shall occur upon a properly formatted payment request form submitted to the office of the Laramie County Clerk.

B. The COUNTY agrees to assist CAS with respect to COUNTY resolution amendments to the county Rabies Control resolution which may become necessary.

C. Pursuant to the exercise of its police powers, the COUNTY may authorize the euthanization of animals by CAS.

D. When the animal shelter is at maximum capacity and it becomes necessary to impound an animal presenting a danger to the public, CAS is authorized to make space for such animal by releasing to the custody of the owner an animal which poses less of a hazard to the public.

E. The COUNTY agrees the pick-up of sick and injured animals for medical care by CAS is a useful activity and, therefore, the COUNTY, except in cases of emergency, shall defer to CAS in such activities.

F. All donations, fees and other monies raised by CAS, including revenue generated by any contract with a third party, remains the sole property of CAS.

G. CAS shall, for its animal control function, submit a certificate of insurance indicating COUNTY as an additional insured, evidencing commercial general liability coverage of not less than \$500,000.00 per occurrence, and \$250,000.00 per claimant; as well as not less than \$300,000.00 liability coverage on all vehicles used in the performance of the services hereunder.

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CAS are those of an independent contractor and not as an employee of COUNTY. CAS is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing

purposes. CAS assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CAS is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CAS of responsibility for the technical accuracy of the work or compliance with the terms of this Agreement. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (8 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.

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

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement 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 Agreement 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 to CAS and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

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

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

K. 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.*, and/or any properly promulgated rules and regulations relating thereto.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, 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.

M. Indemnification: To the fullest extent permitted by law, CAS agrees to indemnify and hold harmless COUNTY, its 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 CAS for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CAS shall carry liability insurance, at a minimum, as required under this Agreement, and in an amount sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

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

O. Conflict of Interest: COUNTY and CAS affirm, to their knowledge, no CAS employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CAS, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

P. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CAS the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CAS at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least

thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

R. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

S. Compliance with Laws: CAS shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

T. Authority: By signature below the representatives of the parties to this Agreement certify that they possess the requisite authority to execute and bind the parties to the terms of this Agreement.

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ANIMAL SHELTER AND ANIMAL CONTROL AGREEMENT

Signature Page

LARAMIE COUNTY, WYOMING

K. N. Buck Holmes, Chairman

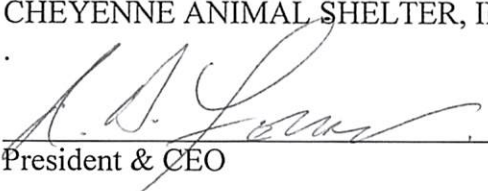
Date

ATTEST:

Debra Lee, Laramie County Clerk

Date

CHEYENNE ANIMAL SHELTER, INC



President & CEO

05.08.2018.

Date

REVIEWED AND APPROVED AS TO FORM ONLY:



Mark Voss, Laramie County Attorney

5/9/18

Date