

CONTRACT NO. _____

**AGREEMENT BETWEEN THE CITY OF CHEYENNE
AND THE 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, hereafter “City,” whose address is 2101 O’Neil Avenue, 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,” 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 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, 2021 through June 30, 2022. 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 City agrees to pay the following amount for Animal Shelter services described herein.
 - a. The City shall pay the Contractor, for sheltering expenses only, monthly in the amount of \$44,000.00 for each of the months of July 2021 through June 2022.
 - b. In the months of September, October, November, and December 2021, the City has already paid the Shelter monthly in the amount of \$37,500.00, leaving a monthly balance of \$6,500.00 for a total owed of \$26,000.00 for this period of service.
 - c. In no event shall the amount paid under the agreement for Sheltering Services only, described herein, exceed \$528,000.00 (Reference: Addendum I).
 - d. The City of Cheyenne further agrees to pay Twenty Thousand Dollars (\$20,000.00) for miscellaneous equipment for the care and control of animals, computers, and dispatch radio systems.
5. **City’s Responsibilities.**
 - a. The City shall make payment as agreed in this Agreement.
 - 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. At least one (1) animal control officer shall be certified in euthanasia.

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 City will either maintain, or release the animal(s) as directed by the appropriate City authority (Cheyenne Police Department, City Attorney, Municipal Court Judge, etc.).
- 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 cost of such care is \$45 per day to the City. The Contractor will bill for additional care in thirty (30) day increments with invoices to be paid monthly. The City may take custody of the animal at any time via written request. If the City does not pay for additional care within thirty (30) days of receipt of an invoice, the Contractor may relinquish custody of the subject animal(s) to an Animal Control Officer. (Reference: Addendum II).
- 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, the local law enforcement officer will have 24/7 access to the Animal Shelter's in-house and on-call veterinarian for consult.
- f. The Contractor shall pay the daily operating expenses of the Animal Shelter.
- g. The Contractor shall take reasonable steps to spay or neuter animals before adoption.
- h. The Contractor shall provide periodic listings of all lost and found animals handled by the Contractor.
- i. The Contractor shall conduct fundraising activities, public education programs, and any other programs to further the objectives of the Contractor and City and County.
- j. 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.

- k. The Contractor shall furnish to the City, through the Director of Compliance, 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.
- l. 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 Mayor by March 1 of each year.
- m. 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.
- n. 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. 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.
- b. Any property which remains in a useable condition and which was purchased with City funds provided through this Agreement shall be returned to the City 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 City 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 City with a copy of the policies and/or policy endorsements. The City's failure to request or review such policies, endorsement, or certificates shall not affect the City'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 the city risk manager, city clerk and city 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 City 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 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 City 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 City 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 City or to incur any obligation of any kind on behalf of the City.

- 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 (AD)), 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 City's governmental immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101, *et seq.* Further, the City 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.** The City may terminate this Agreement for cause immediately without notice or liability in the event the Contractor 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.

CITY OF CHEYENNE, WYOMING

Date

Patrick Collins, Mayor

(SEAL)

Attest:

Kristina F. Jones, City Clerk

CHEYENNE ANIMAL SHELTER

Date

President and CEO