

**ANIMAL SHELTER AND HOLDING  
MEMORANDUM OF UNDERSTANDING  
BETWEEN EVANSVILLE AND MILLS WYOMING**

This Memorandum of Understanding (MOU) is made and entered this \_\_\_ day of \_\_\_\_\_, 2021 with an effective date of July 1, 2021, by and between the Town of Evansville, Wyoming, a Municipal Corporation, hereinafter sometimes referred to as Town of Evansville or Evansville and the City of Mills, Wyoming, a Municipal Corporation, hereinafter sometimes referred to as City of Mills or Mills.

**RECITALS**

WHEREAS, Evansville, in keeping with its ordinances and resolutions has certain needs to address animal control within its municipal boundaries including providing for the custody and control of animals that come into its possession through the operation of its ordinances and resolutions; and

WHEREAS, Mills, in keeping with its ordinances and resolutions likewise has certain needs to address animal control within its municipal boundaries, including providing for the custody and control of animals that come into its possession through the operation ordinances and resolutions; and

WHEREAS, Mills, has established an animal holding facility for the housing of animals that come into its possession and control; and

WHEREAS, Evansville does not have an animal holding facility for the housing of animals that come into its possession and control; and

WHEREAS, Evansville and Mills desire to coordinate, centralize, and economically work together for the benefit of the citizens of each community for animal care and control; and

WHEREAS, Evansville and Mills agree to exchange information and maintain communications in order to provide high levels of service and accountability to their citizens; and

WHEREAS, Evansville and Mills desire to coordinate, centralize, and economically work together for the benefit of the citizens of each community for animal care and control.

WHEREAS, Mills, for and in exchange for the consideration and covenants set forth in this Agreement is willing to provide Evansville animal control services in the form of the utilization of its animal holding facility, and Evansville is desirous of acquiring the same from the Town of Mills;

NOW THEREFORE, in exchange for the terms, conditions and covenants set forth herein the parties hereto warrant and agree as follows:

**AGREEMENT**

**1. Consideration.**

Annual consideration to be paid under this Agreement shall be the sum of Five Thousand Dollars (\$5,000.00) per year to be paid by Evansville on the beginning date of the term, and upon the annual renewal date for the term as set forth below, the sufficiency of which is hereby acknowledged.

**2. Term.**

The term of this agreement shall commence on July 1, 2021 and run August 31, 2022. This agreement shall renew automatically, from year to year, under its existing terms unless notice of withdrawal is provided. Any party may withdraw from this agreement by providing the mayor of the other municipality with written ninety (90) days advanced notice, sent via certified mail, or email with return-receipt requested.

**3. Review of terms and conditions**

Either party to this agreement may require a review of any provision of this Agreement by providing a written request to do so within ninety (90) days of the expiration of this agreement. Following such notice, the parties shall arrange to review any provision set forth herein. Such a notice shall be taken as written notice to withdraw from this agreement should the parties not come to a joint agreement modifying or accepting any provision which is called into review.

**4. Use of the Mills' animal control facilities.**

a. Evansville shall be allowed to use the Mills animal holding shelter for the holding of animals that are impounded or surrendered within Evansville's municipal boundaries.

b. Evansville shall obtain and be responsible for veterinarian services as needed for all animals that it submits to holding in Mills. Evansville may delegate this duty to the Casper Humane Society under a separate contract.

c. Evansville shall maintain a separate contract with the Casper Humane Society that provides the Society shall take custody of all lost or abandoned animals brought to the Mills animal shelter facility after five (5) days and will place said animals in their adoption program. It is recognized that certain animals may be required to remain at the facility in excess of five (5) days, for example, if an animal may be considered evidence or the subject of a criminal prosecution or procedure, and the Casper Humane Society contract shall govern the terms and conditions of those animals as well.

d. Agreements with the Casper Humane Society that are the subject to or referred to in this MOU shall provide that the Casper Humane Society has the right to house animals in its custody that originated from the Town of Evansville's animal control at the Mills animal holding shelter until the point that the Society has room to house the animals at their own facility. The parties hereto agree that Mills, Evansville and the Casper Humane Society will work together to coordinate best use of the Mills animal facility shelter for the public of both municipalities.

e. The parties to this agreement are exclusive to each other and offer no third-party rights.

f. The provisions of this Agreement are complete with there being no outside agreements or third party agreements which are not referenced herein.

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2021

**ATTEST:**

**Town of Evansville**

\_\_\_\_\_  
Janell Underwood  
Town Clerk

\_\_\_\_\_  
Chad Edwards  
Mayor Town of Evansville

**Town of Mills**

\_\_\_\_\_  
Christine Trumbull  
City Clerk

\_\_\_\_\_  
Seth Coleman  
Mayor City of Mills