

**MANAGER AGREEMENT  
MILLS ANIMAL CONTROL FACILITY**

Agreement between the Town of Mills, Wyoming, a Wyoming municipal corporation organized under the laws of the State of Wyoming and hereinafter sometimes referred to as "Mills", and the Casper Humane Society, a Wyoming Non-Profit Corporation hereinafter sometimes referred to as "Manager"

**RECITALS**

A. The Town of Mills is a municipal corporation duly organized under the laws of the State of Wyoming which is located within the boundary of Natrona County, Wyoming.

B. The Town of Mills anticipates undertaking to enforce the provisions of the law and ordinances applicable within the Town of Mills in regard to animals.

C. The Town of Mills further anticipate that it may enter into arraignments with other municipalities and governmental entities in Natrona County, Wyoming, exclusive of the City of Casper, Wyoming and Natrona County, Wyoming under which those other municipalities may contract with the Town of Mills for the provision of animal control operations.

D. The Town of Mills accordingly anticipates requiring an animal facility ("Animal Control Facility" or "Facility") for animals coming into the custody of the Town of Mills.

D. The Casper Humane Society is a Non-Profit Corporation organized under the laws of the State of Wyoming and located within Natrona County, Wyoming.

E. The Casper Humane Society has as part of its mission that it has the purpose of finding home for homeless animals, encouraging the neutering of pets, and preventing and alleviating cruelty to animals.

F. Mills desires to have the Casper Humane Society act as the Manager for the Animal Control Facility.

G. Mills desires to engage the services of Manager to manage and operate the Animal Control Facility and Manager desires to do the same in accordance with their respective goals and aims as set forth above.

In consideration of the mutual covenants contained herein, the parties, therefore agree:

## SECTION ONE COMPENSATION

The Town of Mills Agrees to pay, and Manager agrees to accept, the sum of Twenty-Five Thousand Dollars (\$25,000.00) in compensation on an annual basis for all services to be performed under this Contract. Said compensation shall be deemed to be full and adequate consideration for the same. Said Compensation shall be paid in one single annual payment to be made no later than the 1<sup>st</sup> of July or the business day thereafter for each year this Agreement is in effect.

## SECTION TWO TERM

The term of this agreement shall be for One (1) year, with said year commencing on the 1<sup>st</sup> day of July 2020. This agreement shall be renewable upon the agreement of both parties for additional One (1) year terms thereafter. In the absence of an expressed notification by either party that it desires to terminate this agreement provided at least one hundred twenty (120) days prior to the commencement of the renewal date, this agreement shall be deemed to have been renewed.

After a period of five (5) years, this agreement shall be renewed as to all terms including Compensation and modified as appropriate. In the absence of specific written modifications, the terms of this agreement shall control.

## SECTION THREE EMPLOYMENT OF MANAGER

Manager shall act as the Manager of the Mills Animal Control Facility under the terms and conditions set forth in this Agreement. Manager shall be deemed to be a contractor, and not an employee of the Town of Mills at all times.

## SECTION FOUR FACILITY

Initially, Mills shall provide an Animal Control Facility that shall consist of a 6,000 square foot shop with office space and a half acre fenced outside area. The Facility shall be equipped with kennels for ten (10) dogs and (15) cats. Mills will provide outside kennels for the Facility upon request. Supplies for the Facility shall be provided by the Town of Mills. Manager shall be responsible for cleaning and maintenance of all kennels associated with the Facility.

The Town shall be fully responsible for all physical upkeep and maintenance of the structure, including, but not limited to, the physical repair of the structure, its plumbing, and electrical facilities, except where otherwise provided herein. The Town shall further be responsible for all reasonable and necessary charges associated with Facility including the provision of utilities to the same, including heating, water and electricity and the provision of all such fixtures such as would be deemed to be ordinary and necessary for the equipping of a facility of like kind and purpose.

Space within the Facility which is available for use by the Town of Mills and which is not necessary for the use of Manager for Facility may be used by the Town of Mills for other purposes. The Town of Mills shall be fully responsible for all such space in Facility that is so used. Nothing in the Town of Mills' use of said space shall interfere in any fashion with the operation of Facility.

## SECTION FIVE OPERATIONS

Manager shall use its best efforts to ensure that the Facility is operated professionally at all times. Manager shall provide personnel to take care of the animals in its custody in the Facility and make certain that they are provided with adequate food, shelter and veterinary care. Costs for food and veterinary care for such animals shall be borne at all times by the Town of Mills as long as the animals are under the custody of the Town of Mills pursuant to this agreement. Should Manager need to provide the same on an emergency basis the Town shall reimburse Manager for the cost of the same.

Transportation of animals to the facility by the Town of Mills shall be conducted by employees of the Town of Mills and be the responsibility of the Town of Mills during transportation. Cleaning and upkeep of all kennel facilities shall be the responsibility of Manager. Nothing in this agreement shall be deemed to transfer the Town of Mills' enforcement of its ordinances and resolutions concerning Animal Control to the Manager.

The Town of Mills' Facility shall be available for the use of Manager should Manager have a need or desire to transfer any animals housed at its other facilities and there is space available at the Town's facility. Space at the Facility shall nonetheless be prioritized such that space shall first be used for animals that are transferred to the Facility by the Town. Animals transferred to Facility by Manager from any of its other facilities shall remain in the custody and control of Manager for purposes of this agreement and Manager shall be responsible for their feeding and care.

## SECTION SIX ANIMALS

Throughout this Agreement it is to be understood that the use of the word "Animals" shall apply to domestic cats and dogs. The parties agree that the obligations of the parties to this Agreement shall not apply to any other animal type or species unless the parties mutually agree to the same by written exception to this Agreement.

It is further understood that, unless specifically provided by way of a written exception authored by the Town of Mills, that animals brought into the Facility by the Town of Mills from another municipality shall be treated in the same manner and with the same provisions that animals from the Town of Mills shall be.

## SECTION SEVEN EMPLOYEES

Manager shall employ, discharge and supervise all its on-site employees, independent contractors or volunteers required for the efficient operation and maintenance of the Facility as

contemplated by this agreement. Manager shall be deemed to be an independent contractor and all its employees, independent contractors or volunteers shall be deemed to have a legal master servant relationship with Manger and not with the Town of Mills. The parties agree that no employment contracts shall be deemed to arise between the Town of Mills and any of Manager's employees, independent contractors or volunteers. Manager shall undertake to enroll any such employee with Wyoming Workers Compensation who is required to be so enrolled. Manager understand and agrees that the Town of Mills shall not cover Manager's employees, agents or volunteers under its insurance or under its Workers Compensation accounts.

Employees and independent contractors of the Town of Mills shall at all times be employees of the Town of Mills and not Manager's. It shall be the obligation of Mills to enroll any such employee with the Town of Mills' insurance. Mills understands and agrees that Manager shall not cover Mill's employees, agents or volunteers under its insurance or under its Workers Compensation accounts.

#### SECTION EIGHT TRANSFER OF ANIMALS TO MANAGER

The parties to this agreement provide that the Town shall house animals that it acquires in the course and scope its duties in the Facility for a period of five (5) days. During that time the Town shall facilitate the reunion of all such animals with their owners.

After five (5) days have expired, all animals that have not been reunited with their owners shall transfer to the custody of Manager, which may move them to its own facility if there is space available and which shall then care for the animal at its own expense and under its own internal policies no matter where they are located. At that point there shall be no further obligation of the Town of Mills as to said animal.

The Town of Mills will undertake to provide that for all such animals being transferred to Manager under this agreement that such animals shall be spayed or neutered prior to the transfer, with it being understood that the Town shall undertake to arrange for veterinary services for animals subject to this Agreement and arrange for this accordingly as part of the same.

It is recognized that, from time to time, there may be animals that come into the facility by the Town of Mills that the Town of Mills will subsequently desire to retain custody and control of for a period in excess of five (5) days. In such cases said the Town of Mills shall identify any such animals so that its status will be known to Manager. For any such extended period of time in which Mills shall retain custody of an animal beyond the five (5) day period mentioned above, the expense of the feeding and care of the animal shall remain the responsibility of Mills.

#### SECTION NINE GOVERNMENT REGULATIONS

Manager shall manage the property in full compliance with all laws and regulations of any federal, state, county or municipal authority having jurisdiction over the property.

SECTION TEN  
RECORDS AND REPORTS

Manager will keep all such books, accounts and records that are ordinary and customary for the operation of a facility of the type contemplated herein, including all such records that are appropriate under its own internal policies. Manager shall keep such records such as may be required for the operation of the facility by the Town of Mills for its purposes in regard to identifying the animals in its care and as may pertain to the care of the same.

SECTION ELEVEN  
NOTICE

All notices, requests, demands or other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered in person, or within two days after depositing such notices, requests, demands or other communication with an overnight delivery service, or as otherwise actually delivered to the other party at its respective business office. For purposes of this agreement, unless subsequently provided otherwise, for purpose of agreement those offices shall be:

Town of Mills  
704 4<sup>th</sup> Street  
P.O. Box 789  
Mills, WY 82644

Casper Humane Society  
849 East E Street  
Casper, WY 82601-2051

SECTION TWELVE  
PARTIES BOUND; ASSIGNMENT

This agreement is not assignable without the prior written consent of both parties. Nothing in this agreement shall be read to presume that consent will be given. The non-assignability of this agreement is presumed.

SECTION THIRTEEN  
EFFECT OF PARTIAL INVALIDITY

Should any section or any part of any section of this agreement be rendered void, invalid or unenforceable for any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid or unenforceable any other section or any part of any section in this agreement.

SECTION FOURTEEN  
CHOICE OF LAW

This agreement has been made and entered into in the State of Wyoming, and the laws of such state shall govern the validity and interpretation of this agreement and the performance due hereunder. Should suit be required concerning this agreement or the obligations which are set forth hereunder the same must be brought in the court of appropriate jurisdiction in Natrona County, Wyoming.

SECTION FIFTEEN  
INTEGRATION

The drafting, execution and delivery of this agreement by the parties have been induced by no representations, statements, warranties or agreements other than those expressed in this agreement. This agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to in this agreement.

SECTION SIXTEEN  
ATTORNEY FEES

Should either party bring suit to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover court costs and reasonable attorney fees.

SECTION SEVENTEEN  
MODIFICATION

This agreement may not be modified unless such modification is in writing and signed by both parties to this agreement.

SECTION EIGHTEEN  
CONSULTATION

The parties to this Agreement shall meet on a quarterly basis to address any and all issues that might arise regarding the terms of this agreement and the services to be provided herein. Topics to be addressed shall include information exchange, customer and public service concerns, and recommendations pertaining operations.

SECTION NINETEEN  
LIABILITY APPORTIONMENT CONTROLLED BY LAW

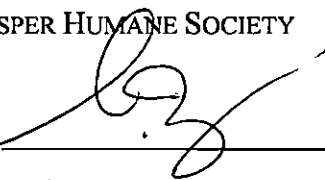
Nothing in this agreement shall be read to require either party to indemnify or hold harmless the other for any claims, demands, or suits brought by their parties. Liability and apportionment of fault shall be controlled under the law of the State of Wyoming with it being accepted under the terms of this agreement that Manager is an independent contractor which is responsible at law for its own torts in accordance with the laws of the State of Wyoming.

The parties have executed this agreement this 02 day of June,  
~~2019.~~ 2020.

THE TOWN OF MILLS

CASPER HUMANE SOCIETY

By: \_\_\_\_\_

By:  \_\_\_\_\_

Its: \_\_\_\_\_

Its: Shelter Manager \_\_\_\_\_