

**MANAGER AGREEMENT
MILLS ANIMAL CONTROL FACILITY**

Agreement between the City 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 City 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 City of Mills anticipates undertaking to enforce the provisions of the law and ordinances applicable within the City of Mills in regard to animals.

C. The City 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 City of Mills for the provision of animal control operations.

D. The Ci of Mills accordingly anticipates requiring an animal facility ("Animal Control Facility" or "Facility") for animals coming into the custody of the City 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 City 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 1st 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 1st day of July 2021. 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

Manger 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 City 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 City of Mills. Manager shall be responsible for cleaning and maintenance of all kennels associated with the Facility.

The City 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 City 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 City of Mills and which is not necessary for the use of Manager for Facility may be used by the City of Mills for other purposes. The City of Mills shall be fully responsible for all such space in Facility that is so used. Nothing in the City 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 City of Mills as long as the animals are under the custody of the City of Mills pursuant to this agreement. Should Manager need to provide the same on an emergency basis the City shall reimburse Manager for the cost of the same.

Transportation of animals to the facility by the City of Mills shall be conducted by employees of the City of Mills and be the responsibility of the City 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 City of Mills' enforcement of its ordinances and resolutions concerning Animal Control to the Manager.

The City 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 City'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 City. 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 City of Mills, that animals brought into the Facility by the City of Mills from another municipality shall be treated in the same manner and with the same provisions that animals from the City 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 City of Mills. The parties agree that no employment contracts shall be deemed to arise between the City 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 City 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 City of Mills shall at all times be employees of the City of Mills and not Manager's. It shall be the obligation of Mills to enroll any such employee with the City 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 City 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 City 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 City of Mills as to said animal.

The City 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 City 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 City of Mills that the City 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 City 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 City 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:

City of Mills
704 4th 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 _____ day of _____, 2019.

THE CITY OF MILLS

CASPER HUMANE SOCIETY

By: _____

By: _____

Its: _____

Its: _____