

RESOLUTION 2023-447

A RESOLUTION ADOPTING THE LAW ENFORCEMENT AGREEMENT THE ANIMAL CONTROL AGREEMENT, AND THE IT AGREEMENT BETWEEN THE TOWN OF GLENROCK AND THE TOWN OF ROLLING HILLS FOR FISCAL YEAR ENDING JUNE 30, 2024

WHEREAS, it is necessary for the health, safety and welfare of the residents of the Town of Rolling Hills, Wyoming, to provide IT services, police protection and animal control; and,

WHEREAS, contracting with the Town of Glenrock/Glenrock Police Department for such protection and services is the most efficient and fiscally responsible method for providing such protection and services.

BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF ROLLING HILLS, WYOMING, THAT:

1. The Town of Rolling Hills, Wyoming, and the Town of Glenrock shall enter into contracts for police protection, animal control and IT services, copies of which are attached hereto, effective from July 1, 2023 through June 30, 2024, and the Mayor shall be authorized to execute each and every necessary document.

DATED this 15th day of August, 2023.

Jon Maines, Mayor

TOWN SEAL

ATTEST:

Teresa Montgomery, Clerk/Treasurer

ANIMAL CONTROL AGREEMENT

THIS AGREEMENT, made by and between the Town of Glenrock, Wyoming, hereinafter referred to as "Glenrock" and the town of Rolling Hills, Wyoming, hereinafter referred to as "Rolling Hills";

WHEREAS, Glenrock maintains an operating Animal Control Officer; and,

WHEREAS, Rolling Hills desires to contract for animal control services; and,

WHEREAS, it would be economically beneficial to both parties to share the cost of animal control.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **SERVICES.** Glenrock shall provide the services of an Animal Control Officer to respond to any and all calls pertaining to domestic dogs and cats, chickens and fowl, and such large animal units as reasonable, consistent with the established procedure relative to the enforcement of the ordinances of Rolling Hills. The Animal Control Officer shall remove and impound stray or dangerous animals, investigate nuisances or complaints and summons, and shall testify in aid of prosecution, pursuant to the ordinances of Rolling Hills. The Animal Control Officer shall not be responsible for Wyoming statutory authority assigned to the Livestock Board or Game & Fish Department. The Animal Control Officer shall be obligated to conduct regular patrols of two (2) hours per week within the corporate boundaries of Rolling Hills and provide a monthly patrol log.

2. **EQUIPMENT AND FACILITIES.** Glenrock shall furnish all equipment necessary for the Animal Control Officer to accomplish his/her regular duties including, but not limited to vehicles and housing facilities. Glenrock shall provide animal care facilities, provided that such may be accomplished pursuant to the existing agreements between Glenrock and third parties for housing and destruction of stray or abandoned animals. Rolling Hills will pay the proportionate charges for animal care or destruction of each and every animal from Rolling Hills.

3. **COMPENSATION.** Rolling Hills will pay the sum of Eight Thousand Five Hundred Dollars and 00/100 (\$8,500.00) in August for one year of service of the Animal Control Officer and the use of equipment facilities. Glenrock will be responsible for the wages, benefits, federal or state withholding, Worker's Compensation, unemployment compensation or any other tax or surcharge relative to the employment of the Animal Control Officer.

4. **TERM.** This Agreement shall be in effect from July 1, 2023, through June 30, 2024. This Agreement may be renewed on a year-to-year basis with the mutual consent of both parties.

5. **AGENCY AND DIRECTION.** The Animal Control Officer shall not be an agent of Rolling Hills but shall have his/her activities and duties controlled exclusively by the executive officer of Glenrock. Glenrock shall maintain liability insurance covering the acts and omissions of the Animal Control Officer. Should Rolling Hills have complaints or input concerning the activities or performance of the Animal Control Officer, Rolling Hills shall communicate with the Glenrock Chief of Police.

6. **MODIFICATION.** This Agreement may be modified in writing by the mutual consent of both parties.

7. **TERMINATION.** Either party may terminate this Agreement upon the failure of either party to comply with any term or condition of this Agreement, or for any other reason, so long as a notice of such termination is given, in writing, by certified mail thirty (30) days prior to the effective date of termination. If Glenrock should elect to terminate the Agreement for any reason other than non-performance by Rolling Hills, any pre-paid compensation shall be refunded on a daily pro rata basis. If Rolling Hills should elect to terminate the Agreement due to non-performance by Glenrock, any pre-paid compensation shall be refunded on a daily pro rata basis.

8. **TOTAL AGREEMENT.** This writing represents the total agreement between the parties and no oral representations of the parties, or their agents, shall amend or affect the terms herein.

IN WITNESS WHEREOF Glenrock and Rolling Hills, by and through their appropriate officials, have executed this Agreement on the dates set forth below.

TOWN OF ROLLING HILLS, WYOMING

Jon O. Maines, Mayor

Date: _____

ATTEST:

Teresa Montgomery, Clerk / Treasurer

TOWN OF GLENROCK, WYOMING

Bruce Rounell, Mayor

Date: July 13, 2023

ATTEST:

Tammy Taylor, Town Clerk

LAW ENFORCEMENT AGREEMENT

THIS AGREEMENT, made by and between the Town of Glenrock, Wyoming, hereinafter referred to as "Glenrock" and the Town of Rolling Hills, Wyoming, hereinafter referred to as "Rolling Hills," each acting through their respective Mayors and Governing Bodies,

WHEREAS, Glenrock maintains an operating police force; and,

WHEREAS, Rolling Hills desires to contract for law enforcement services; and,

WHEREAS, it would be economically beneficial to both parties to share the cost of law enforcement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SERVICES.

- a. Glenrock will provide the services of a police officer to respond to any and all calls pertaining to the enforcement of the ordinances of Rolling Hills and Wyoming State Statutes. Such enforcement will include, but is not limited to, patrol, investigation, arrests, issuing citations and providing testimony in hearings or trials.
- b. Rolling Hills will provide a copy of all ordinances to be enforced to Glenrock, and will provide copies of all newly adopted ordinances upon final reading.
- c. Any law enforcement personnel assigned to Rolling Hills will present such citations, complaints, affidavits or other writings necessary to the enforcement and prosecution of any affidavits or other writings necessary to the enforcement and prosecution of any and all criminal actions within Rolling Hills.
- d. Glenrock will provide an average of two hours of contact within the boundaries of Rolling Hills per day and at least one of those hours will be spent patrolling the public streets and property of Rolling Hills. Said hours will vary, and the majority will be between 5am and 11pm.
- e. A log of such contact will be kept and presented to Rolling Hills on a monthly basis.
- f. Rolling Hills will submit a quarterly review of the above services to Glenrock.
- g. Rolling Hills will provide dispositions of court proceedings to Glenrock within five days of receiving said disposition from the Judge.

2. EQUIPMENT AND TRAINING. Glenrock will furnish all equipment necessary for the Law Enforcement Officer to accomplish his/her regular duties including, but not limited to, vehicles, fuel, uniforms, training, supplies, capital projects and dispatch costs. Rolling Hills will pay all charges for prisoner care including, but not limited to, prisoner housing, medical and psychological treatments for those individuals charged through municipal court.

3. COMPENSATION. Rolling Hills will pay the sum of Seventy Three Thousand Seven Hundred Forty Four and 96/100 Dollars (\$73,744.96) per year as compensation for said law enforcement services, which compensation will be paid in four equal installments of Eighteen Thousand Four Hundred Thirty Six and 24/100 Dollars (\$18,436.24). Payments will be made in August, October, January and April of the contract year. Glenrock will be responsible for wages,

benefits, federal or state withholding, Worker's Compensation, unemployment compensation, or any other tax or surcharge relative to the employment of the Law Enforcement Officer.

4. **TERM.** This Agreement will be in effect from July 1, 2023, through June 30, 2024. This agreement may be renewed on a year-to-year basis, with the mutual consent of both parties.

5. **AGENCY AND DIRECTION.** The Law Enforcement Officer will not be an agent of Rolling Hills but will have his/her activities and duties controlled exclusively by Glenrock. Glenrock will maintain liability insurance covering the acts and omissions of the Law Enforcement Officer. Should Rolling Hills have complaint or input concerning the activities or performance of the Law Enforcement Officer, Rolling Hills will communicate with the Glenrock Chief of Police.

6. **MODIFICATION.** This Agreement may be modified in writing by the mutual consent of both parties.

7. **TERMINATION.** Either party may terminate this Agreement upon the failure of either party to comply with any term or condition of this Agreement or for any other reason, so long as notice of such termination is given in writing by certified mail thirty (30) days prior to the effective date of termination. If Glenrock should elect to terminate the Agreement for any reason other than nonperformance by Rolling Hills, any prepaid compensation will be refunded on a daily pro rata basis. If Rolling Hills should elect to terminate the Agreement due to nonperformance by Glenrock, any prepaid compensation will be refunded on a daily pro rata basis.

8. **TOTAL AGREEMENT.** This writing represents the Total Agreement between the parties and no oral representations of the parties, or their agents, will amend or affect the terms herein.

IN WITNESS WHEREOF Glenrock and Rolling Hills, by and through their appropriate officials, have executed this Agreement on the dates set forth below.

TOWN OF ROLLING HILLS, WYOMING

Jon O. Maines, Mayor

Date: _____

ATTEST:

Teresa Montgomery, Clerk / Treasurer

TOWN OF GLENROCK, WYOMING

Bruce Rounell, Mayor

Date: July 17-2023

ATTEST:

Tammy Taylor, Town Clerk

AGREEMENT for IT SERVICES

THIS AGREEMENT, made by and between the Town of Glenrock, Wyoming, hereinafter referred to as "Glenrock" and the town of Rolling Hills, Wyoming, hereinafter referred to as "Rolling Hills":

WHEREAS, Glenrock employs an individual for IT Services; and,

WHEREAS, Rolling Hills desires to contract for IT services; and,

WHEREAS, it would be economically beneficial to both parties to share the cost of IT Services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **SERVICES.** Glenrock shall provide the services of an IT Technician to respond to any and all calls pertaining to information technology including, but not limited to, areas that involve hardware and software, computer engineering, network administration and other computer-linked fields for Rolling Hills. The IT Technician shall be available during normal working hours and within a reasonable amount of time after being called upon. The IT Technician shall also be available on evenings and weekends, but only for extraordinary circumstances that cannot otherwise be done during normal working hours. These services for extraordinary circumstances shall be provided within reason and at the discretion of the IT Technician and Mayor of Glenrock.

2. **EQUIPMENT AND FACILITIES.** Rolling Hills shall furnish equipment necessary for the IT Technician to accomplish his/her regular duties including, but not limited to, hardware and software, and as requested by the IT Technician and approved by Rolling Hills. Rolling Hills will have access to its hardware, software, equipment and all of its data regardless of this Agreement.

3. **COMPENSATION.** Rolling Hills will pay to Glenrock the sum of One Thousand Five Hundred Dollars (\$1500.00) per fiscal year for services from the IT Technician. Glenrock will be responsible for the wages, benefits, federal or state withholding, Worker's Compensation, unemployment compensation or any other tax or surcharge relative to the employment of the IT Technician.

4. **TERM.** This Agreement shall be in effect from July 1, 2023, through June 30, 2024. This Agreement may be renewed on a fiscal year-to-year basis with the mutual consent of both parties.

5. **AGENCY AND DIRECTION.** The IT Technician shall not be an employee of Rolling Hills but shall have his/her activities and duties controlled by Rolling Hills as the work pertains to Rolling Hills within the scope of this Agreement. The IT Technician shall

abide by any privacy laws set out by Rolling Hills within the normal scope of conducting business. Should Rolling Hills have complaints or input concerning the activities or performance of the IT Technician, Rolling Hills shall communicate with the Mayor of Glenrock. Since the IT Technician is an employee of Glenrock, if there is a conflict of time or resources, his/her priority will be the activities and duties for Glenrock.

6. **MODIFICATION**. This Agreement may be modified in writing by the mutual consent of both parties.

7. **TERMINATION**. Either party may terminate this Agreement upon the failure of either party to comply with any term or condition of this Agreement, or for any other reason, so long as a notice of such termination is given, in writing, by certified mail thirty (30) days prior to the effective date of termination. If Glenrock should elect to terminate the Agreement for any reason other than non-performance by Rolling Hills, any pre-paid compensation shall be refunded on a daily pro rata basis. If Rolling Hills should elect to terminate the Agreement due to non-performance by Glenrock, any pre-paid compensation shall be refunded on a daily pro rata basis.

8. **TOTAL AGREEMENT**. This writing represents the total agreement between the parties and no oral representations of the parties, or their agents, shall amend or affect the terms herein.

IN WITNESS WHEREOF Glenrock and Rolling Hills, by and through their appropriate officials, have executed this Agreement on the dates set forth below.

TOWN OF ROLLING HILLS, WYOMING

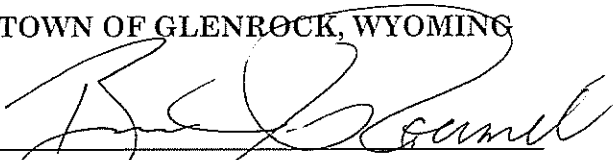
Jon O. Maines, Mayor

Date: _____

ATTEST:

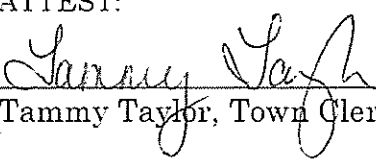
Teresa Montgomery, Clerk / Treasurer

TOWN OF GLENROCK, WYOMING


Bruce Roumell, Mayor

Date: July 17-2023

ATTEST:


Tammy Taylor, Town Clerk