

RESOLUTION 2023-449

A RESOLUTION APPROVING CONTRACTS FOR SERVICE FROM ORGANIZATIONS DEDICATED TO COMMUNITY GROWTH, HEALTH, EDUCATION AND IMPROVEMENT

WHEREAS, the Town of Rolling Hills will benefit from the services of certain organizations dedicated to promoting community growth, health, education and improvement; said organizations operating within the County of Converse; and,

WHEREAS, the following organizations have agreed to provide services to the residents of the Town of Rolling Hills in exchange for a monetary amount; and,

WHEREAS, the Governing Body for the Town of Rolling Hills hereby approves said contracts for service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY FOR THE TOWN OF ROLLING HILLS, WYOMING:

1. Contracts for Service will be awarded to the following organizations, and the Town of Rolling Hills shall make payment to the same as per the contract:

A.	Wyoming Child and Family Development, Inc.	\$ 1000.00
B.	Laramie Peak Humane Society	\$ 1000.00

2. Said Contracts for Service are attached hereto and made a part hereof.

ADOPTED AND APPROVED as of the 5th day of September, 2023.

TOWN OF ROLLING HILLS, WYOMING

Jon O. Maines, Mayor

TOWN SEAL

ATTEST:

Teresa Montgomery, Town Clerk

AGREEMENT

THIS AGREEMENT by and between the Town of Rolling Hills, Wyoming ("Rolling Hills"), and Wyoming Child and Family Development, Inc., a Wyoming non-profit corporation ("WCFD").

1. **Purpose.** Rolling Hills is authorized by Section 15-1-103(a)(xiv) and 35-1-614(b) of the Wyoming State Statutes to contract with private agencies or community boards to provide human services programs for persons within its jurisdiction.

2. **Provisions of Service.** WCFD here agrees to provide speech and language therapy, physical therapy, occupational therapy, cognitive therapy, and special learning programs for the developmentally challenged youth of Rolling Hills community during the fiscal year 2023-2024.

3. **Payment.** In consideration of the agreement of WCFD to provide the services as described above for the period described above, Rolling Hills agrees to pay a total amount not to exceed One Thousand Dollars (\$1000.00).

4. **Effective Date and Termination.** This Agreement shall be effective as of the 1st day of July, 2023, and shall continue until the 30th day of June, 2024, at which time the Agreement shall terminate. This Agreement may be renewed for additional one-year increments by mutual written agreement between the parties, unless otherwise cancelled by either party providing thirty (30) days notice during the contract period.

5. **Reports and Accounting.** WCFD agrees that it will report to Rolling Hills with regard to its activities for the year, including the number of individuals served from Rolling Hills. In addition, the financial and accounting records and account of WCFD shall be open and available for inspection by officers or designated agents of Rolling Hills upon reasonable notice and during normal business hours for the purpose of examining the same to assure compliance with the obligations of this Agreement and applicable statutes and regulations.

6. **Insurance.** WCFD shall procure public liability insurance in a sum not less than One Hundred Thousand Dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per occurrence. Said insurance shall be underwritten by an insurance company authorized to do business within the State of Wyoming.

7. **Indemnification.** WCFD shall indemnify and hold harmless Rolling Hills against any and all damages to property or injuries to or death of any person(s), and shall defend, indemnify and hold Rolling Hills harmless in proceedings of any nature or kind, including Workers Compensation claims of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith.

8. **Payment of Debts.** WCFD agrees to promptly pay, as they become due, all claims, debts and charges which it may incur as a result of the program(s) herein contained, and shall hold and save Rolling Hills harmless from any such claims and debts.

DATED this ____ day of _____, 2023.

WYOMING CHILD &
FAMILY DEVELOPMENT, INC.

By: _____

(signature)

Danille Wonderchick

(printed name)

Title: Ex. Director

Attest: _____

Sammy Orzulak

TOWN OF ROLLING HILLS

By: _____

Jon Maines, Mayor

Attest: _____

AGREEMENT

THIS AGREEMENT by and between the Town of Rolling Hills, Wyoming ("Rolling Hills"), and Laramie Peak Humane Society ("LPHS").

1. **Purpose.** Rolling Hills is authorized by Section 15-1-103(a)(xiv) and 35-1-614(b) of the Wyoming State Statutes to contract with private agencies or community boards to provide human services programs for persons within its jurisdiction.

2. **Provisions of Service.** LPHS here agrees to provide a humane shelter for animals, an adoption program for animals, and a spay/neuter and release program for animals of Rolling Hills, as needed and as available, during the fiscal year 2022-2023.

3. **Payment.** In consideration of the agreement of LPHS to provide the services as described above for the period described above, Rolling Hills agrees to pay a total amount not to exceed One Thousand Dollars (\$1000.00).

4. **Effective Date and Termination.** This Agreement shall be effective as of the 1st day of July, 2023, and shall continue until the 30th day of June, 2024, at which time the Agreement shall terminate. This Agreement may be renewed for additional one-year increments by mutual written agreement between the parties, unless otherwise cancelled by either party providing thirty (30) days notice during the contract period.

5. **Reports and Accounting.** LPHS agrees that it will report to Rolling Hills with regard to its activities for the year, including the number of individuals served from Rolling Hills. In addition, the financial and accounting records and account of LPHS shall be open and available for inspection by officers or designated agents of Rolling Hills upon reasonable notice and during normal business hours for the purpose of examining the same to assure compliance with the obligations of this Agreement and applicable statutes and regulations.

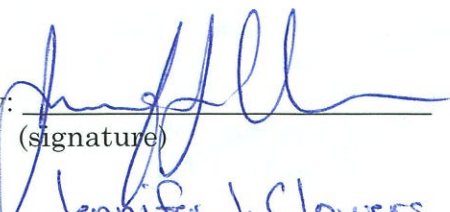
6. **Insurance.** LPHS shall procure public liability insurance in a sum not less than One Hundred Thousand Dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per occurrence. Said insurance shall be underwritten by an insurance company authorized to do business within the State of Wyoming.

7. **Indemnification.** LPHS shall indemnify and hold harmless Rolling Hills against any and all damages to property or injuries to or death of any person(s), and shall defend, indemnify and hold Rolling Hills harmless in proceedings of any nature or kind, including Workers Compensation claims of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith.


8. **Payment of Debts.** LPHS agrees to promptly pay, as they become due, all claims, debts and charges which it may incur as a result of the program(s) herein contained, and shall hold and save Rolling Hills harmless from any such claims and debts.

DATED this ____ day of _____, 2023.

LARAMIE PEAK HUMANE SOCIETY

By: 
(signature)
Jennifer J. Clowers
(printed name)

Title: Pres. of Board

Attest: 

TOWN OF ROLLING HILLS

By: _____
Jon Maines, Mayor

Attest: _____