

5-11-23

RESOLUTION NO. 2023- 61

A RESOLUTION ACCEPTING AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCK SPRINGS, WYOMING AND WYOMING VETERINARY CENTER, AND AUTHORIZING MAX MICKELSON, AS MAYOR, AND MATTHEW L. MCBURNETT, AS CITY CLERK, TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, the City of Rock Springs desires to enter into a Memorandum of Understanding with Wyoming Veterinary Center (WVC) to reach an understanding regarding payment of services rendered by WVC to the City via Animal Control to animals at the animal shelter; and,

WHEREAS, the Governing Body of said City has reviewed said Memorandum of Understanding and has given it careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the Memorandum of Understanding with the City of Rock Springs, Wyoming, and Wyoming Veterinary Center, which is attached hereto and by this reference made a part hereof, be, and it is hereby accepted and approved on behalf of the City of Rock Springs.

Section 2. That the Mayor of the City of Rock Springs be, and he is hereby authorized, empowered, and directed to execute said Memorandum of Understanding on behalf of said City; and that the City Clerk be, and he is hereby authorized and directed to attest said Memorandum of Understanding and to attach a certified copy of this Resolution to each duplicate original of said Memorandum of Understanding.

PASSED AND APPROVED this _____ day of _____, 2023.

President of the Council

Mayor

Attest:

City Clerk

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING entered into this ____ day of _____, 2023, by and between the City of Rock Springs, a Wyoming Municipal Corporation, (hereinafter "City") and Wyoming Veterinary Center, (hereinafter "WVC").

WHEREAS, the City and WVC desire to reach an understanding regarding payment for animal vaccinations when those services are rendered by WVC to the City via Animal Control.

NOW, THEREFORE, IN SUPPORT OF THEIR MUTUAL COVENANTS, AND THE EXCHANGE OF VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO THE FOLLOWING:

1. WVC agrees to provide vaccinations to specified animals within the City Animal Control shelter on a needed basis. Medical care or concerns may be brought forth during the visit, but if additional care is needed, an appointment with the veterinarian should be scheduled.
2. The City agrees to pay for antibiotics, surgical waste, medically necessary doctor-approved procedures and medications, including those for small wounds, respiratory infections, and vaccinations, to include rabies and one dose of DA2PPV or RCP, if not already administered. The City agrees to pay ONLY for those services as listed in this document (above).
3. The City does NOT agree to pay for any additional vaccinations, to include subsequent doses of DA2PPV, RCP, FELV, bordetella, rattlesnake, leptospirosis, lyme disease, or the tax on any taxable service, or any other service or medication not specifically included in this document as being covered by the City.
4. WVC agrees to have technicians or the veterinarian provide vaccinations and that assistant fees for said vaccinations will not be charged. If an appointment with the veterinarian is needed, an exam fee will be charged accordingly.
5. WVC agrees to line item vaccinations and additional services into separate categories for billing purposes for the City.
6. WVC agrees to provide City Animal Control with invoices and billing statements prior to leaving the shelter or at the conclusion of the services rendered.
7. The City and WVC mutually agree not to send anything via mail, and that any documentation will be picked up by an employee of the City Animal Control or shared electronically.
8. Term. The term of this Memorandum of Understanding shall continue from year to year until such time as it is terminated by either party.

9. Amendment. Either party may request changes to this Memorandum of Understanding. Any changes, modifications, revisions, or amendments which are mutually agreed upon by the parties shall be incorporated by written instrument, executed and signed by all parties to this Memorandum.

10. Cancellation. This Memorandum of Understanding may be cancelled by either party with no less than thirty (30) days written notice to the other. Notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to such address as one has furnished to the other in writing.

11. Entirety of Agreement. This Memorandum of Understanding represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

12. Severability. In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

13. The parties to this Memorandum of Understanding, through their duly authorized representatives, have executed this Memorandum on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Memorandum as set forth herein.

14. The effective date of this Memorandum of Understanding is the date of the signature last affixed to this agreement.

City of Rock Springs, Wyoming

Wyoming Veterinary Center

Max Mickelson, Mayor

Lynda Rammell, Owner

Attest:

Attest:

City Clerk

Secretary