

**ADAMS COUNTY, COLORADO
INTERGOVERNMENTAL AGREEMENT
ANIMAL SHELTER/ADOPTION CENTER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR ANIMAL SHELTER/ADOPTION CENTER SERVICES (IGA) is made this _____ day of _____, 2019 by and between the Adams County Board of County Commissioners, located at 4430 S. Adams County Parkway, Suite C5000A, Brighton, CO 80601, hereinafter referred to as the "County," and the Town of Lochbuie, located at 703 WCR 37, Lochbuie, CO 80603, hereinafter referred to as "Lochbuie." This IGA is for animal shelter and adoption services to be provided by the Adams County Animal Shelter/Adoption Center (ACASAC), located at 10705 Fulton St., Brighton, CO 80601.

In consideration of the mutual promises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and Lochbuie agree to be legally bound as follows:

SECTION I. DEFINITIONS

- A. **Adoption fee:** Means the amount charged to a person adopting an animal for the costs of administrative services associated with the adoption.
- B. **Animal:** Means a dog, cat, or other small domestic creature.
- C. **Boarding fee:** Means the daily amount charged for the care of an animal while at ACASAC.
- D. **Care:** Means regularly providing food and water to animals in the ACASAC.
- E. **Impoundment fee:** Means the amount, in addition to the boarding fee, charged for costs associated with impounding an animal at ACASAC.
- F. **Service fees:** Means other fees charged for services provided by ACASAC, not otherwise specified herein, such as fees for euthanizing animals, disposing of dead animals, etc.
- G. **Shelter:** Means providing an enclosed cage or pen that is regularly cleaned and maintained for an animal.

SECTION II. RESPONSIBILITIES OF THE COUNTY

- A. ACASAC, along with Lochbuie Animal Control Officer(s), shall enforce Article VI of Chapter 7 of the Town of Lochbuie Municipal Code, as it pertains to animal control and licensing, a copy of which is attached hereto and incorporated herein as Exhibit A. It is however understood, that the ACASAC will provide such services only as they pertain to dogs, cats, domestic fowl, small farm animals, or other small domestic creatures. The fees charged by

ACASAC for adoption, boarding, impoundment, and other services are as specified in Exhibit B, which is attached hereto and incorporated herein by this reference.

B. ACASAC shall provide for the shelter, care, adoption, euthanasia, and/or disposals of animals impounded because of violations of Article VI of Chapter 7 of the Town of Lochbuie Municipal Code, and will obtain and/or maintain any and all licenses required by Colorado Revised Statute (C.R.S.) § 35-80-101, *et seq.* For any animal on a court hold, such shelter and care shall continue until otherwise directed by Lochbuie or the applicable court.

C. Any animal impounded for more than five (5) business days that is not reclaimed by its owner may be made available for adoption, transferred for rescue, or may be humanely euthanized, at the sole discretion of the ACASAC Executive Director. However, feral cats may be humanely euthanized after having been impounded for three (3) calendar days, as the circumstances at ACASAC may require based on the sole discretion of its Executive Director, consistent with Colorado Revised Statute (C.R.S.) §35-80-106.3, as amended, or other relevant statutory provision in effect at the time.

D. Unless ownership of a released animal is specifically acknowledged by the releasing individual, any animals brought to the ACASAC will be processed in accordance with Colorado Revised Statute (C.R.S.) §35-80-106.3.

E. ACASAC shall have the right to immediately and humanely euthanize any animal impounded at its facility if such animal is diagnosed by a licensed veterinarian as being terminally ill, injured, or diseased consistent with Colorado Revised Statute (C.R.S.) § 35-80-106.3, or other relevant statutory provision in effect at that time.

F. ACASAC shall quarantine animals for rabies observation and shall report all suspected rabid animals to the Tri-County Health Department.

G. Any dog or cat impounded at ACASAC, with the exception of aggressive, severely ill, or injured animals, shall be inoculated with appropriate vaccines as indicated by protocol established by the shelter veterinarian.

H. ACASAC shall maintain a telephone answering service to receive inquiries on impounded animals from 10:00 a.m. to 6:00 p.m. on weekdays, and from 9:00 a.m. to 5:00 p.m. on Saturdays and Sundays. ACASAC will be closed on County-designated holidays.

I. ACASAC shall maintain records on all impounded animals, including a record of each animal's disposal, and shall allow Lochbuie access to such records as reasonably requested. In addition, ACASAC shall submit to Lochbuie by the fifteenth (15th) calendar day of each month a summary report of animals received and the disposition thereof.

J. Fees charged to Lochbuie residents for services provided hereunder shall not exceed the fees charged to other residents of Adams County for the same or similar services.

K. The County will employ qualified personnel as necessary to perform the services to be provided hereunder.

L. No animal impounded at ACASAC shall be sold or given away to any person, organization, company, or other entity for the purposes of medical research or experimentation.

M. ACASAC personnel will regularly assist in completing the routine impoundment functions including: getting impound numbers from the computer; vaccinating animals; placing identification collars on animals; taking pictures of animals; placing animals in kennels; and completing associated impoundment documentation (i.e. scanning animals and entering the scanned number on the impound cards, entering the animal's age, weight, and rabies tag number on the impound cards, etc.).

SECTION III. RESPONSIBILITIES OF LOCHBUIE

A. Lochbuie hereby expressly authorizes ACASAC to enforce Article VI of Chapter 7 of the Town of Lochbuie Municipal Code, as it pertains to animal licensing and control. It is, however, understood that the County will provide such services only as they pertain to dogs, cats, small farm animals, or other small domestic animals and fowl.

B. Lochbuie agrees to notify the ACASAC, at least 48 hours prior to the effective date thereof, of any changes or amendments to Article VI of Chapter 7 of the Town of Lochbuie Municipal Code.

C. Lochbuie police or animal control officers shall cooperate with and provide assistance to ACASAC concerning routine impoundment functions including: getting impound numbers from the computer; vaccinating animals; placing identification collars on animals; taking pictures of animal s; placing animals in kennels; and completing associated impoundment documentation (i.e. scanning animals and entering the scanned number on the impound cards, entering the animal's age, weight, and rabies tag number on the impound cards, etc.).

D. As ACASAC does not have always have a veterinarian onsite or available, all sick and injured animals that Lochbuie police or animal control officers pick up must be taken to a veterinarian before impounding it into the shelter. A veterinarian report must be attached to the impound card. Sick animals are defined as animals that may be highly contagious to the rest of the animals and are showing signs such as diarrhea, bloody stools, lethargy, etc. Injured animals are defined as animals with signs of injuries including any limping as there may be a fracture, draining/infected skin wounds, appearance of mange (hair loss, especially around the head, and crusting skin), deep gashes that may need sutures, any animal that has been hit by a car, and any animal that otherwise appears to be in pain by vocalizing, whining or tensing. It is acceptable for Lochbuie police or animal control officers to contact the shelter prior to taking a sick or injured animal to an outside veterinarian or clinic. If the shelter veterinarian is available to consult with the animal control officer, he/she may approve for the animal control officer to bring the sick or injured animal directly to the shelter.

SECTION IV. PAYMENTS, FEES, AND ADDITIONAL EXPENSES

A. Commencing January 1, 2019, for all animals found in Lochbuie and brought to the ACASAC by either Town officials or private citizens, Lochbuie shall pay the County according to the current fee structure for that calendar year. A copy of the current fee structure for 2019 is attached hereto and incorporated herein as Exhibit B. The fee structure for each following year that this agreement is renewed will be provided to Lochbuie by no later than October 1. The current fee structure for each calendar year shall be fully incorporated into this IGA and shall supersede and replace the current Exhibit B. For each subsequent year that this agreement is renewed, the fees outlined in Exhibit B will be increased each year based on the most current official local (Denver, Aurora, Lakewood) Consumer Price Index ("CPI"). By way of example, the fees for 2020 will be equal to the 2019 fees plus an increase in the amount of the percentage increase of the most current local CPI. However, in the event there is a decrease in the most current official local CPI, the fees for that contract year will remain the same as the prior year.

B. The County will invoice Lochbuie according to the current fee structure for that calendar year on the date specified in Exhibit B. Payment shall be made in full by Lochbuie to the County within thirty (30) days of the invoice date.

C. The County shall retain all impoundment, boarding, adoption, service and/or other fees collected in association with this IGA. The County shall also retain all gifts or contributions received in association with any services provided in association with this IGA.

D. In the rare event that an animal is delivered from Lochbuie as a court hold, police hold or protective custody case, and said animal is deemed by staff to be too dangerous or in need for specialized care. ACASAC shall notify Lochbuie if the animal will be transferred to a separate entity. The separate entity will be a state-licensed animal care provider. Lochbuie will be responsible for all costs associated with the transfer and care of the animal by the separate entity.

E. Lochbuie agrees to submit cost of care documents prepared by ACASAC to the court for restitution in cases where ACASAC has provided care and services for animals from Lochbuie on court hold where the animal(s)' owner, or former owner, has potential responsibility for making restitution for such animal sheltering and care fees.

SECTION V. TERM

The initial term of this IGA shall be for a period of 12 (twelve) months, commencing on March 1, 2019, and terminating on December 31, 2019, and will automatically renew for successive one-year terms beginning January 1, 2020 according to the terms and conditions herein subject to the termination provisions set forth in Section XI of this IGA.

SECTION VI. FUND AVAILABILITY

Lochbuie has appropriated sufficient funds for this IGA for the current fiscal year. Payment pursuant to the IGA, is subject to and contingent upon the continuing availability of Lochbuie funds for the purposes hereof. In the event funds become unavailable, Lochbuie may terminate this IGA in accordance with Section XI of this IGA.

SECTION VII. INDEPENDENT CONTRACTOR

In providing services under this IGA, the County acts as an independent contractor. As such, the County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and contractors during the term and performance of this IGA. No employee, agent, servant, or contractor of the County shall be deemed to be an employee, agent, or servant of Lochbuie because of the performance of any services or work under this IGA. The County, at its expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law. Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to workers' compensation benefits from Lochbuie. The County further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this IGA

SECTION VIII. NONDISCRIMINATION

The County shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION IX. INDEMNIFICATION

To the extent permitted by law, each Party agrees to indemnify and hold harmless the other, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of the its own performance or failure to perform pursuant to the terms of this IGA. Nothing herein shall be deemed by either party as a waiver of the rights, protections, defenses and limitations afforded both in accordance with the Colorado Governmental Immunity Act C.R.S. § 24-10-101, *et seq.*, as same may be amended from time to time.

SECTION X. INSURANCE

The County is a "public entity" within the meaning of the Colorado Governmental Immunity Act ("Act"), § 24-10-101, *et seq.*, C.R.S., as amended, and shall at all times during the term of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act

SECTION XI. TERMINATION

A. For Cause

If, through any cause, the County fails to fulfill its obligations under this IGA in a timely and proper manner, or if it violates any of the covenants, conditions, or stipulations of this IGA, Lochbuie shall thereupon have the right to immediately terminate this IGA, upon giving written notice to the County of such termination and specifying the effective date thereof.

B. For Convenience

Either party may terminate the IGA at any time by giving written notice as specified herein to the other party, which notice shall be given at least sixty (60) days prior to the effective date of the termination. If the IGA is terminated by Lochbuie the County will be paid in full for any services provided hereunder prior and up to the date of termination.

SECTION XII. MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The parties agree that jurisdiction and venue for any disputes arising under this IGA shall be with the 17th Judicial District, Colorado.

B. Compliance with Laws

During the performance of this IGA, the parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto acknowledge that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present.

C. Record Retention

The parties shall maintain records and documentation of the services provided under this IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this IGA is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, County, or Lochbuie personnel.

D. Assignability

Neither this IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either party without the prior written consent of the other party.

E. Waiver

Waiver of strict performance or the breach of any provision of this IGA shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

G. Notice

Any notices given under this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile or electronic mail transmission was received. For the purposes of this agreement, any and all notices shall be addressed to the contacts listed below:

For the County:

Adams County Animal Shelter
10705 Fulton Street, Brighton, Colorado 80601
Attn.: Stephanie Wilde
Phone No.: (720) 523-7907
Facsimile No.: (303) 853-4290
swilde@adcogov.org

and

Adams County Attorney's Office
4430 S. Adams County Parkway, Suite C5000B Brighton, Colorado 80601
Attn: Christine Fitch and Heidi Miller
Phone No.: (720) 523-6116
Facsimile No.: (720) 523-6114
cfitch@adcogov.org
hmiller@adcogov.org

For Lochbuie:

Chief Tracey McCoy
Lochbuie Police Department 703 WCR 37, Lochbuie, CO 80603
Phone No.: (303) 659-1395
tmccoy@lochbuie.org

Maureen Juran,
Town Attorney
Widner Juran LLP, 13133 E. Arapahoe Road, Centennial, CO 80112
Phone No.: (303) 754-3391
mjuran@lawwj.com.

H. Integration of Understanding

This IGA contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties.

I. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

J. Counterparts

This IGA may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

K. Parties Interested Herein

Nothing expressed or implied in this IGA is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this IGA, by and on behalf of the County and Lochbuie, shall be for the sole and exclusive benefit of the County and Lochbuie.

L. Severability

If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of this agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

M. Authorization

Each party represents and warrants that it has the power and ability to enter into this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

Approved as to form:

Deputy Clerk

Adams County Attorney's Office

CITY COUNCIL
TOWN OF LOCHBUIE, COLORADO

Mayor

Date

8/20/2019

ATTEST: TOWN CLERK

Approved as to form:

Teresa Blochstein

Lochbuie Town Attorney