

**ADAMS COUNTY, COLORADO INTERGOVERNMENTAL AGREEMENT
ANIMAL MANAGEMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR ANIMAL MANAGEMENT SERVICES ("Agreement") is made this 24th day of May, 2016, by and between the Adams County Board of County Commissioners, located at 4430 S. Adams County Pkwy., 5th Floor, Suite C5000A, Brighton, Colorado 80601, hereinafter referred to as the "County," and the Town of Bennett, located at 355 4th Street, Bennett, Colorado 80102, hereinafter referred to as "Bennett." The County and Bennett may be collectively referred to herein as the "Parties."

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

SECTION I. DEFINITIONS

- A. ACAMO: Means the Adams County Animal Management Officers.
- B. ACASAC: Means the Adams County Animal Shelter and Adoption Center.
- C. Animal: Means a dog, cat, or other small domestic creature.
- D. Impoundment fee: Means the amount, in addition to the boarding fee, charged for costs associated with picking up and impounding an animal at ACASAC.
- E. 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.
- F. Shelter: Means providing an enclosed cage or pen that is regularly cleaned and maintained for an animal.

SECTION II. RESPONSIBILITIES OF THE COUNTY

ACAMO, along with Bennett's animal control officer(s), shall enforce the Bennett Municipal Code, Chapter VII, Article 7, Animal Control (the "Code") as it pertains to animal licensing and control, a copy of which is attached hereto and incorporated herein as Exhibit "A." It is, however, understood that the ACAMO will provide such services only as they pertain to dogs, cats, or other small domestic creatures.

SECTION III. RESPONSIBILITIES OF BENNETT

- A. Bennett hereby expressly authorizes ACAMO to enforce the Code, as it pertains to animal licensing and control. It is, however, understood that ACAMO will provide such services only as they pertain to dogs, cats, or other small domestic creatures.
- B. Bennett agrees to notify ACAMO, at least forty-eight (48) hours prior to the effective date thereof, of any changes or amendments to the Code.
- C. Bennett's animal control officers shall cooperate with and provide assistance to ACAMO concerning routine impoundment functions including: getting impound numbers from the computer; vaccinating animals; placing identification collars on animals; taking pictures of animals; placing animals in pens; 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 IV – EMERGENCY AND RELIEF SERVICES

SECTION IV- PART 1 – EMERGENCY AND RELIEF SERVICES – RESPONSIBILITIES OF THE COUNTY

- A. Under this Agreement, ACAMO shall provide emergency animal management services to Bennett when Bennett does not have an animal control officer available. These services shall include the following:
 - 1. Responding to emergency complaints from Bennett of animals unlawfully at-large or otherwise in violation of the Code ("call outs") during the normal operating hours of the ACAMO's schedule and after hours.
 - a. The normal hours of operation of ACAMO are from 7:30 a.m. to 6:00 p.m. Monday through Friday, except on County-designated legal holidays. On County-designated legal holidays, the hours of operation of ACAMO are from 8:30 a.m. to 5:00 p.m. ACAMO are on emergency standby from 7:00 p.m. to 8:30 a.m. seven days per week, except on County-designated legal holidays during which the emergency standby hours are from 5:00 p.m. to 8:30 a.m.
 - b. During normal and after hours of operation, ACAMO will respond to all call outs received from an authorized person listed under Section IV, Part I.A.9.

- c. During the emergency standby hours, ACAMO will respond to emergency calls received from an authorized person listed under Section IV, Part I.A.9. involving an injured dog or cat, a dog in traffic, a vicious dog, and/or a dog or cat bite. ACAMO will also respond to assist Adams County Sheriff deputies with accidents or arrests involving animals.
2. In responding to emergency calls from Bennett, the ACAMO shall determine whether an animal is at-large or otherwise in violation of the Code.
3. If an animal is deemed to be at-large or otherwise in violation of such Code, it will be impounded and taken to the Animal Shelter/Adoption Center or a summons will be issued as appropriate under the Code.
4. ACAMO will not respond if the owner of an animal has been or can be identified, the case should be referred to Bennett Animal Control to handle on the following day. The case may also be handled by phone, once referred to Bennett Animal Control from ADCOM.
5. ACAMO will provide emergency animal control services only for domesticated or tamed dogs and cats, and will not provide such services for wild, feral, or exotic animals or species, including birds and fowl.
6. ACAMO's will not enter private property under section 7-7-60 (a) paragraph 5 of Bennett Municipal Code, Article VII, Section 7, Animal Control, unless it is an emergency situation.
7. Live animals picked up by ACAMO under this Agreement shall be cared for and returned to their owners and/or disposed of in accordance with the laws of the State of Colorado and any pertinent rules or regulations, including but not limited to the following:
 - a. Any dog or cat impounded at the Animal Shelter/Adoption Center, with the exception of pregnant and aggressive animals, will be inoculated with a multi-spectrum booster shot. ACAMO may quarantine animals for rabies observation. ACAMO shall report to Tri-County Health Department all animal bites and suspected rabid animals.
 - b. If an animal is diagnosed by a licensed veterinarian as being terminally ill or having a dangerous or contagious disease or injury, ACAMO may immediately euthanize and dispose of said animal.
8. Dead animals picked up by ACAMO pursuant to this Agreement shall be disposed of in accordance with the laws of the State of Colorado and any pertinent rules and regulations.

9. ACAMO will only respond to emergency call outs from Bennett that come from the following persons:

During Normal and After Operating Hours (see paragraph 1.b and c, above):

Chris Atkins, Animal Control Officer Cell 720-556-6092
Office 303-644-3249 ext. 1015

Debra Merkle,
Community Development Manager Cell 720-556-8551
Office 303-644-3249 ext. 1017

Trish Stiles, Town Administrator Office 303-644-3249 ext. 1009

Or any Adams County Deputy Sheriff

10. ACAMO agrees to furnish and maintain equipment adequate for the impoundment, euthanasia, and disposal of all animals unlawfully at-large, and to impound them under and pursuant to the Code as stated herein, the object being to impound such stray animals, to release them back to their owners, or to any other person after service fees have been paid, or to destroy them and dispose of the dead animals.
- a. ACAMO will maintain records of how all animals are received and disposed of and will allow Bennett access to such records as necessary. In addition, ACAMO will send to Bennett a monthly summary report of animals received and the disposition thereof.
11. The County will employ any and all personnel necessary to perform the duties and functions that are the responsibility of the County under this Agreement and such employees shall be employees of the County and not of Bennett.

SECTION IV- PART II - EMERGENCY AND RELIEF SERVICES - RESPONSIBILITIES OF BENNETT

- A. Bennett will cooperate as necessary with and assist the County, its officers, agents, and employees to facilitate the performance of this Agreement.
- B. If the names and/or phone numbers of any of the referral people listed in Section IV, Part I, A.9 change, Bennett shall so notify the Adams County Neighborhood Services Manager within five (5) calendar days of the change.
- C. Where special supplies, stationery, notices, forms and similar materials are to be issued in the name of Bennett, the same shall be supplied Bennett to the Adams County Animal Management Unit.

SECTION IV- PART III – EMERGENCY AND RELIEF SERVICES - PAYMENT AND FEE SCHEDULE

- A. Bennett shall pay the County for the emergency and relief services performed hereunder according to the following fee schedule:
1. Call outs: \$80.00, which includes a minimum two (2) hour labor charge and sixty-six (66) mile round trip charge.
 2. Additional Hours: \$30 per hour.
 3. Additional Miles: Billed at the current standard I.R.S. reimbursement mileage rate per mile.
 4. Live Animal Pick-ups: \$60.00
 5. Dead Animal Pick-ups: \$40.00.
- B. For each subsequent year that this Agreement is renewed, the fees outlined above in paragraph A will be increased each year based on the most current official National Consumer Price Index for all Urban Customers (“CPI-U”). By way of example, the fees for 2017 will be equal to the 2016 fees plus an increase in the amount of the CPI-U for 2015, as the fees for 2016 will be equal to the 2015 fees plus an increase in the amount the CPI for 2014, with this pattern continuing for each year that this Agreement is renewed. However, in the event there is a decrease in the most current official CPI-U, the fees for that contract year will remain the same as the prior year.
- C. Invoices
- Itemized invoices for services performed under this Section IV, Part III of this Agreement will be submitted to Bennett by the County on a monthly basis. Payment of the invoices by Bennett will be made within thirty (30) days of the receipt thereof.

SECTION V. TERM

The initial term of this Agreement shall be for a period of one (1) year commencing on January 1, 2016, and terminating on December 31, 2016, and will automatically renew for successive one-year terms according to the terms and conditions herein. However, either party may cancel this Agreement upon thirty days written notice.

SECTION VI. FUND AVAILABILITY

Bennett has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to the Agreement, is subject to and contingent upon the continuing availability of Bennett funds for the purposes hereof. In the event funds become unavailable, Bennett may

terminate this Agreement in accordance with Section XI of this Agreement. Notwithstanding anything herein to the contrary, the parties hereto do not intend this Agreement to be a multiple fiscal year financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution, and this Agreement shall be interpreted so as to avoid any such meaning. The parties therefore agree that all obligations of Bennett to make payment under this Agreement are subject to annual appropriation by the Bennett Board of Trustees.

SECTION VII – INDEPENDENT CONTRACTOR

In providing services under this Agreement, the County acts as an independent contractor and not as an employee of Bennett. The County shall be solely and entirely responsible for its acts and the acts of its employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the County shall be deemed to be an employee, agent, or servant of Bennett because of the performance of any services or work under this Agreement. 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 Bennett. 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 Agreement.

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 its own performance or failure to perform pursuant to the terms of this Agreement. 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 Agreement maintain such liability insurance, 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 Agreement in a timely and proper manner, or if it violates any of the covenants, conditions, or stipulations of this Agreement, Bennett shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the County of such termination and specifying the effective date thereof.

B. For Convenience

Either Party may terminate the Agreement at any time by giving written notice as specified herein to the other Party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If the Agreement is terminated by Bennett, 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 Agreement. The Parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

B. Compliance with Laws

During the performance of this Agreement, 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 Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, County, or Bennett personnel.

D. Assignability

Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the County without the prior written consent of Bennett.

E. Waiver

Waiver of strict performance or the breach of any provision of this Agreement 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 Agreement 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 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 Fiscal Affairs
Department Purchasing and Expenditures
4430 S. Adams County Parkway, Suite C4000A Brighton, Colorado 80601
Attn.: Loren Imhoff
Phone No.: 720-523-6057
Fax No.: 720-523-6058
limhoff@adcogov.org

and

Adams County Attorney's Office
4430 S. Adams County Parkway, Suite C5000B Brighton, Colorado 80601
Phone No.: (720) 523-6116
Facsimile No.: (720) 523-6114
Attn: Jennifer Stanley jstanley@adcogov.org

For Bennett:

Town of Bennett
355 4th Street
Bennett, Colorado 80102
Attn.: Lynette White, Town Clerk lwhite@bennett.co.us
Phone No.: (303) 644-3249
Fax No.: (303) 644-4125

H. Integration of Understanding

This Agreement 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 hereto.

I. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

J. Counterparts

This Agreement 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 Agreement 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 Agreement or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this Agreement, by and on behalf of the County and Bennett, shall be for the sole and exclusive benefit of the County and Bennett.

L. Severability

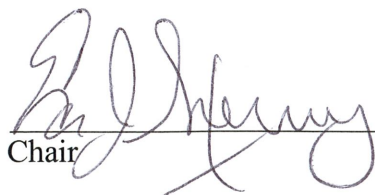
If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

M. Authorization

Each Party represents and warrants that it has the power and ability to enter into this Agreement, 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

May 24, 2016
Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

Approved as to form:

Channaz

Deputy Clerk

[Signature]

Adams County Attorney's Office

BOARD OF TRUSTEES
TOWN OF BENNETT, COLORADO

Charles C. Bayley
Charles Bayley, Mayor

3/22/16
Date

ATTEST:

Lynette White
Lynette White, Town Clerk



Approved as to form:

Attorney for Town of Bennett

EXHIBIT A

ARTICLE VII - Animal Control

Sec. 7-7-10. - Definitions.

As used in this Article, the following terms shall have the meanings indicated:

Aggressive animal means any animal that, without provocation, threatens a person or another domestic animal by encroaching onto public property or property of another (or wherever) in an apparent attitude of attack, or in terrorizing manner, whether or not the attack is completed or able to be completed.

Animal Control Center means the Adams County Shelter and Adoption Center.

Animal Control Officer means any employee of the Town, including the Code Enforcement Officer, any employee of the Adams County Animal Shelter and Adoption Center or any member of the County Sheriff's Office whose job duties include the enforcement of the terms of this Article.

Animals means every non-human species of the animal kingdom, both domestic and nondomestic.

Cat means any animal of the species *Felis domesticus*.

Certified K-9 dog means a currently registered and certified canine police dog that is either in training or on active duty status with a law enforcement agency within the State.

Dog means any animal of the species *Canis familiaris*.

Domestic animal means any dog, cat, pot-belly pig, rabbit, hare, guinea pig, hamster, mouse, rat, ferret, bird, fish, reptile, amphibian or other small species of animal kept as a pet.

Guard dog means any dog trained or used to protect persons or property by attacking or threatening to attack any person found within the area patrolled by the dog that is either securely enclosed within the area at all times or under the continuous control of a trained handler.

Livestock means any chickens, ducks, geese, turkeys, peafowl, peacocks or other domestic fowl, hogs, pigs (except pot-belly pigs), swine, sheep, goats, cattle, horses, mules, llamas or other animals raised or kept for profit or production.

Own means to own, possess, harbor, keep, have a financial or property interest in or have control or custody of an animal.

Owner means any person owning, possessing, harboring, keeping, having a financial or property interest in or having control or custody of an animal.

Running at large means an animal off or away from the premises of the owner, possessor or keeper thereof, and not under the control of such owner, possessor or keeper, or an agent, servant or member of the immediate family, either by leash, cord or chain.

Town Administrator shall mean the Town Administrator or his or her designee.

Vicious animal means any animal that, without provocation, bites or attacks a person or another domestic animal, either on public or private property.

Wildlife means any animal that exists in a natural wild state in its place of origin, presently or historically, except those species determined to be domestic animals or livestock by this Article.

(Ord. 300 §1, 1992; Ord. 526 §1, 2005; Ord. 559 §1, 2006; Ord. 652-15, §1, 2015)

Sec. 7-7-20. - General regulations.

- (a) It is unlawful to own any dog or cat within the Town without complying with the licensing provisions of this Article.
- (b) It is unlawful for any dog or cat owner to knowingly permit a tag evidencing licensing and rabies inoculation for one (1) dog or cat to be affixed to the collar or harness of another dog or cat.
- (c) It is unlawful for any owner's animal to run at large within the Town.
- (d) It is unlawful for any person to own more than a total of four (4) dogs or cats or a combination thereof within the Town, except for litters below the age of six (6) months, and except for a lawfully operated commercial kennel, veterinary clinic or hospital or pet store.
- (e) It is unlawful for any owner to fail to exercise proper care and control of any animal to prevent it from becoming a public nuisance. For the purposes of this Article, a *public nuisance* includes an animal which is a safety or health hazard, damages or destroys the property of another, creates offensive odors or other unsanitary condition or otherwise causes harm, disturbance or undue annoyance to the health, welfare or safety of another person or the public in general.
- (f) It is unlawful for the owner of an animal impounded for violations of this Article to fail to reclaim his or her animal and pay all applicable fees and deposits to the Town and to the Animal Control Center within five (5) days of being notified of impoundment of his or her animal.
- (g) It is unlawful to own any domestic animal which, by frequent, habitual or continued barking, yelping, or howling, meowing, squawking, clucking or otherwise, causes annoyance or disturbs the peace of a neighbor or people passing to and from upon the public streets or sidewalks, and the same is hereby declared to be a public nuisance and a violation of this Article. The Animal Control Officer shall have the authority to use all reasonable means to abate such public nuisance, including but not limited to, impoundment of the animal for a violation of this Section. The Animal Control Officer shall attempt to locate and notify an absent owner of such nuisance by any

reasonable means as readily as possible. No summons and complaint shall be issued nor shall there be a conviction for violation of this Section unless there are at least two (2) or more complaining witnesses from separate households who have signed such complaint and have testified at trial if held. An Animal Control Officer who has personally investigated the complaint of a single complainant and observed the behavior of the dog complained of, with regard to its frequent, habitual and continued barking, yelping or howling, may satisfy the requirement for the second complaining witness and may testify to his or her observations at trial.

(Ord. 339 §1, 1996; Ord. 526 §1, 2005; Ord. 559 §1, 2006)

Sec. 7-7-30. - Prohibited animals.

- (a) It is unlawful for any person to own any livestock within the Town, except in areas zoned agricultural.
- (b) Notwithstanding the foregoing, chickens and ducks may be kept on single-family residential lots within the Town, subject to permitting and to compliance with the regulations set forth in Section 7-7-35 of this Code and other applicable Town requirements.
- (c) It is unlawful for any person to own any wildlife within the Town.

(Ord. 339 §1, 1996; Ord. 559 §1, 2006; Ord. 652-15, §2, 2015)

Sec. 7-7-35. - Keeping of domestic chickens and ducks; quantity restricted; permit required.

- (a) Keeping of Chickens and Ducks. Domestic chickens and ducks hens may be kept on single-family residential parcels, subject to obtaining a permit as required by subsection (c) and compliance with all of the requirements set forth in this Section. For purposes of this Section, a single-family residential lot is a lot or tract of land having as its sole primary use one detached single-family dwelling.
- (b) Regulations. The following regulations apply to the keeping of chickens and ducks:
 - (1) Number; Roosters, Drakes Prohibited. No more than six (6) domestic ducks or six (6) domestic chickens (or any combination thereof as long as the total number does not exceed six (6)) are permitted per residential lot. Roosters and drakes are not permitted.
 - (2) Shelter Requirements. Ducks and chickens must be provided with a covered, predator-resistant shelter that is properly ventilated and heated, with nesting boxes, designed to be easily accessed, cleaned and maintained, and that provides at least two (2) square feet per duck or chicken. The shelter shall not exceed one hundred twenty (120) square feet.
 - (3) Location of Facilities. Duck and chicken facilities shall be located in the rear or backyard of the lot. They shall not be located between the rear of the structure and the front yard lot line. Ducks and chickens shall be kept within such facilities and are not permitted within any other portions of the lot.
 - (4) Access During Daylight Hours. During daylight hours, the ducks and chicken must have access to the shelter and to an outdoor enclosure, located adjacent to the shelter, that is adequately fenced to protect them from predators.
 - (5) Shelter from Dusk to Dawn. The ducks and chickens must be further protected from predators by being closed in the shelter from dusk to dawn.
 - (6) Setbacks. Neither the shelter or the outdoor enclosure may be located less than fifteen (15) feet from any abutting property line unless the owner or keeper of the ducks and chickens obtains written consent of the owner(s) of all abutting properties to which the enclosure is proposed to be more closely located; in which event, the agreed-upon location shall then be deemed acceptable

notwithstanding any subsequent change in ownership of such abutting property or properties.

- (7) Fencing. In addition to the shelter described above, chickens and hens shall be confined to areas that are fully enclosed with adequate perimeter fencing to prevent the ducks and chickens from escaping when not in their shelters and to prevent predators' entry and from coming into contact with wild ducks, geese or their excrement. Fences required by this subsection shall comply with the provisions of Section 16-2-790 of this Code and shall be resistant to predators. Adequate fencing material for purpose of this subsection shall include wood, wire and stone. Split rail fences will not be deemed adequate for purposes of this subsection.
 - (8) Water. Water must be available at all times in adequate receptacles.
 - (9) Food. Sufficient nutritive food must be provided daily and must be stored in a resealable, airtight, metal, rodent proof container to discourage attracting mice, rats, and other vermin.
 - (10) Cleanliness. The shelter and surrounding area must be kept clean from accumulation of excrement and debris so as to not create a nuisance.
 - (11) Odors Prohibited. All coops and runs shall be regularly cleaned and maintained to control dust, odor, and waste and to prevent the facilities from constituting a nuisance, safety hazard, or health problem to surrounding properties. Odors associated with the coop shall be contained within the owner's property boundary.
 - (12) Slaughtering Prohibited. The ducks and chickens may not be slaughtered killed by, or at the direction of, the owner or keeper thereof except pursuant to the lawful order of State or County health officials or for the purpose of euthanasia when surrendered to a licensed veterinarian or Humane Society. Dead animal carcasses shall be properly disposed of within 24 hours.
- (c) Annual Permit Required. Any person keeping chickens or ducks pursuant to this Section must first have been issued a permit by the Town Administrator. Permitting is subject to the following requirements:
- (1) The application shall be on a form provided by the Town and shall include a plan or drawing showing the proposed locations of all chicken or duck facilities to be located upon the parcel for which the permit is requested. Such plan or drawing shall include details demonstrating the applicant's proposed manner of compliance with the requirements of this Section.
 - (2) Prior to the issuance of a permit, the Town Administrator may inspect the parcel for which the permit is requested.
 - (3) A permit issued pursuant to this Section shall allow the keeping of chickens or ducks on the specific property identified in the permit. The permit shall be personal to the permittee and is non-transferrable.
 - (4) A permit issued pursuant to this section must be renewed annually. A fee shall be charged for each new permit and each annual renewal permit, which fee shall be set by resolution of the Board of Trustees from time to time.
- (d) Nuisance-Free Facilities As Prerequisite. A permit to keep ducks or chickens within the Town shall not be granted or renewed unless the owner or keeper provides facilities which will reasonably assure the Town Administrator that the premises will be maintained in a sanitary condition, free from insects and rodents, offensive odors, excessive noise or any other conditions which constitute a public nuisance.
- (e)

Denial or Revocation of Permit. The Town Administrator may deny or revoke a permit to keep, maintain or possess fowl within the Town if the Town Administrator determines that any provision of this Section is being violated or if the Town Administrator finds that maintenance of fowl interferes with the reasonable and comfortable use and enjoyment of property.

- (f) Quarantine Permitted. The Town Administrator is authorized to confiscate, quarantine, or destroy any chickens for the purpose of controlling the outbreak of contagious or infectious disease within the Town.
- (g) Infectious Disease. Nothing herein shall affect the authority of the State from enforcing the provisions of the Colorado Livestock Health Act, C.R.S. § 35-50-101, et seq., to control the outbreak of contagious or infectious disease among livestock in the Town by quarantine or slaughter.
- (h) Expiration of Permit. Any permit issued pursuant to this Section shall expire when the operation of the duck or chicken keeping has discontinued for twelve (12) months or more.
- (i) Removal of Shelter. [Upon] expiration, revocation or denial of a permit, all duck and chicken facilities shall be removed from the property within thirty (30) days of such expiration, revocation or denial.
- (j) Penalties. Penalties for violation of any of the stipulations set forth in this Section will be one hundred dollars (\$100.00) for the first offense, one hundred fifty dollars (\$150.00) for the second offense, and revocation of the permit and removal of the chickens or ducks from the Town if a third offense occurs.

(Ord. 652-15, §3, 2015)

Sec. 7-7-37. - HOA covenants to apply to keeping of domestic chickens and ducks.

If the property upon which the keeping of ducks and chickens is proposed is within a covenant-controlled development, the requirements of Section 7-7-35 shall be considered minimum requirements and said section shall not limit the rights of any homeowner's association or similar covenant-based property owner's association to lawfully adopt and enforce more stringent covenants standards, including the outright prohibition of ducks and chickens for any property within the authority of such association. Nothing herein, including the issuance of a permit by the Town, shall allow the keeping of ducks and chickens where private covenants prohibit it.

(Ord. 652-15, §3, 2015)

Sec. 7-7-40. - Domestic animal pens.

It is unlawful for any person who owns any hare or rabbits within the Town, to fail to keep them securely enclosed in a pen or other proper building in the rear or back yard of a residence. The pen or other proper building shall only be large enough to adequately house the animals, and in no event shall it consist of the entire back yard of a person's residence. Pens and enclosures for ducks and chickens shall comply with Section 7-7-35 above.

(Ord. 339 §1, 1996; Ord. 559 §1, 2006; Ord. 652-15, §4, 2015)

Sec. 7-7-50. - Enforcement.

Any Animal Control Officer is hereby authorized to issue a summons and complaint to any person when said officer personally observes a violation of the provisions of this Article, or when information is received from any person who has personal knowledge that an act or acts which are made unlawful by the provisions of this Article have occurred. The penalty assessment procedure provided in the Colorado Municipal Court Rules of Procedure (mail-in fines) may be followed, as permitted by law, by the Animal Control Officer, provided that a mandatory court appearance will be required of the owner whenever an animal is impounded as provided in this Article.

(Ord. 339 §1, 1996; Ord. 559 §1, 2006)

Sec. 7-7-60. - Impoundment of animals.

- (a) Any Animal Control Officer may go upon private property to capture and take into custody and impound at the Animal Control Center any animal, or to investigate any report of, a violation of this Article if:
- (1) The Animal Control Officer has obtained the consent of the person in possession of the property;
 - (2) The Animal Control Officer has obtained a search warrant;
 - (3) The Animal Control Officer is in pursuit of an animal which is or has been running at large;
 - (4) The Animal Control Officer is in pursuit of an animal which the officer has probable cause to believe has bitten or attacked a person or another domestic animal; or
 - (5) The Animal Control Officer is attempting to abate a continuing violation when the owner of the property is not available.

Nothing in Paragraphs (3), (4) or (5) above shall be deemed to authorize entry into any enclosed building on the private property. In addition to all other defenses and immunities provided by law, an Animal Control Officer making entry upon private property for the purpose of enforcing this Article is immune from suit or liability, criminal or civil, caused by or arising out of such entry.

- (b) Any Animal Control Officer may take into custody and impound, pursuant to Subsection (a) above, any vicious animal found within the Town, whose owner has been issued a summons and complaint for the violation, or immediately if the animal has bitten or otherwise injured any person or another domestic animal.
- (c) Upon serving of the third summons and complaint following two (2) convictions within one (1) year for public nuisance violations pursuant to Subsection 7-7-20 of this Article, or aggressive animal pursuant to Section 7-7-80 of this Article, against the same animal, an Animal Control Officer may immediately take into custody and impound said animal pursuant to Subsection (a) above.
- (d) When any animal has been taken up and impounded, the Animal Control Officer or party authorized by the Town to take up and impound such animal shall give notice of such impoundment to the owner, if known, who may thereupon recover possession of such animal upon payment of a minimum impound fee in the amount of the actual costs incurred by the Town for the collection, impoundment and care during the impoundment of such animal, plus all license fees, rabies deposits and other fees and costs of impoundment as established by the Animal Control Center or the Town. If no owner appears to claim any such animal and to pay all applicable fees and costs incurred by impoundment within five (5) days of receipt of notice of impoundment, or within five (5) days after such animal is impounded, the animal shall be placed for adoption or destroyed in a humane manner.

- (e) Any summons served for violation of this Article resulting in the impoundment of an animal shall require a mandatory court appearance of such animal's owner. Provided that the Town has evidence of outstanding costs incurred by the Town for the impound of animals pursuant to this Article, the Municipal Judge shall order restitution in such amount to cover the Town's outstanding costs, regardless of whether the owner claimed the animal from impoundment.
- (f) The Town, Mayor, Board of Trustees, any Town officers, assistants and employees, or any other person authorized to enforce the provisions of this Article, shall not be held responsible for any accident or subsequent disease that may occur to the animal in connection with the administration of the provisions of this Article.

(Ord. 300 §1, 1992; Ord. 352 §1, 1997; Ord. 559 §1, 2006)

Sec. 7-7-70. - Licensing of dogs and cats.

- (a) Each dog and cat over the age of six (6) months located within the Town shall be required to be licensed by the Town. Each registration or license application shall contain the dog or cat owner's name, address and telephone number, a description of the dog or cat, its breed, color, age, sex and the registration or license number issued for the dog or cat. No registration permit or license shall be issued unless and until the owner of a dog or cat shall exhibit a current valid rabies vaccination certificate indicating that the dog or cat has been vaccinated against rabies by a licensed veterinarian. Every owner of each dog or cat within the Town shall register each dog or cat over six (6) months of age and pay the appropriate fee as set forth in the Town of Bennett Schedule of Fees.
 - (b) Such registration or licensing shall be renewable annually. Licensing fees shall be waived for any dog or cat being fostered for an animal rescue organization licensed by the State pursuant to the Pet Animal Care and Facilities Act. Any person requesting a fee waiver on such basis shall submit documents supporting such request at the time of licensing.
 - (c) Any person convicted of violating this Section shall be subject to the general penalty provisions set forth in Section 1-4-20 of this Code.
- (Ord. 300 §1, 1992; Ord. 510 §1, 2004; Ord. 526 §1, 2005; Ord. 559 §1, 2006; Ord. 610-10 §3)

Sec. 7-7-80. - Aggressive animals.

- (a) No person shall own an aggressive animal within the Town. Where there is more than one (1) owner of an aggressive animal, such owners shall be jointly and severally liable for violations of this Section. Certified K-9 dogs or those in training or guard dogs, as defined in Section 7-7-10 of this Article and kept in compliance with Section 7-7-110 of this Article, shall not be included under this definition.
- (b) An Animal Control Officer may take into custody and impound at the Animal Control Center any aggressive animal when reasonably necessary to protect his or her person or members of the public from injury or damage.
- (c) It is a specific defense to the charge of owning an aggressive animal that the threatened person or animal:
 - (1) Provoked, tormented, abused or inflicted injury upon the animal in such a manner as to result in the attack.
 - (2) Made unlawful entry into a vehicle in which the animal was confined.
 - (3) Attempted to assault another person.
- (d)

Any person convicted of violating this Section shall be punished by a minimum fine of one hundred fifty dollars (\$150.00). Second and subsequent offenses shall be punished by a fine of three hundred dollars (\$300.00); or by fine and/or imprisonment in accordance with the general penalty provisions set forth in Section 1-4-20 of this Code.

(Ord. 300 §1, 1992; Ord. 526 §1, 2005; Ord. 559 §1, 2006)

Sec. 7-7-90. - Vicious animals.

- (a) No person shall own a vicious animal within the Town. Where there is more than one (1) owner of a vicious animal, such owners shall be jointly and severally liable for violations of this Section. Certified K-9 dogs or those in training or guard dogs, as defined in Section 7-7-10 of this Article and kept in compliance with Section 7-7-110 of this Article, shall not be included under this definition.
- (b) An Animal Control Officer may take into custody and impound at the Animal Control Center any animal that is vicious, and may take whatever action is reasonably necessary to protect his or her person or members of the public from injury or damage, including immediate destruction of any vicious animal without notice to the owner.
- (c) It is a specific defense to the charge of owning a vicious animal that the injured or threatened person or animal:
 - (1) Provoked, tormented, abused or inflicted injury upon the animal in such a manner as to result in the attack or bite.
 - (2) Made unlawful entry into or upon a fenced or enclosed portion of the premises upon which the animal was lawfully kept or upon a portion of the premises where the animal was lawfully chained with the intent to commit a crime other than trespass.
 - (3) Made unlawful entry into a vehicle in which the animal was confined.
 - (4) Attempted to assault another person.
- (d) For the purposes of this Section, a person is lawfully upon the premises of an owner when such person is on the premises in the performance of any duty imposed by law or by the express or implied invitation of the owner of such premises or the owner's agent.

(Ord. 559 §1, 2006)

Sec. 7-7-100. - Keeping of vicious animals.

- (a) Upon a plea of guilty or conviction by the Municipal Court that an animal is vicious, if such animal is not ordered destroyed, the owner shall comply with each of the following requirements. Any failure of the owner of an animal found to be vicious to comply with the requirements of this Section may result in prosecution under this Section and may subject the owner to possible impound and destruction of the animal.
- (b) The owner of the animal must be eighteen (18) years of age or older and shall, within ten (10) days of the finding that the animal is vicious, register the animal with the Town Clerk as a vicious animal. At that time, the owner must provide evidence of the following in a form acceptable to the Town Clerk or designee thereof:
 - (1) That the animal has been spayed or neutered;
 - (2) That an identification microchip has been implanted in the animal; and
 - (3)

That the owner has procured liability insurance in a minimum amount of one hundred thousand dollars (\$100,000.00) to cover any damages caused or which may be caused by the vicious animal during the calendar year or during the period covered by the license required by this Article.

- (c) When the animal is not under the direct control of the owner, the owner shall cause the vicious animal to be confined indoors or placed and kept in a proper secure enclosure. At all times when the vicious animal is away from the property of the owner, the owner shall keep the vicious animal muzzled and securely leashed with a leash no greater than four (4) feet in length and held by a person capable of restraining the animal or in a secure temporary enclosure.
- (d) The owner shall post at each possible entrance to the property where the vicious animal is kept a conspicuous and clearly legible sign warning there is a vicious animal on the property. Such sign must be at least eight (8) inches by ten (10) inches and shall contain only the words "vicious animal" not less than two (2) inches in height.
- (e) The owner shall notify the Town Clerk within (5) five calendar days of any change in address or in the event that the vicious animal is lost, stolen, otherwise missing or dies. The owner of a vicious animal who transfers ownership of the animal must notify the Town Clerk of the same and provide the name, address and telephone number of the new owner. The owner additionally is required to inform the new owner that the animal has been found to be a vicious animal and that the new owner must comply with the requirements of this Section within ten (10) days of acquiring the animal. It shall be unlawful for the new owner to fail to comply with the requirements of this Section within ten (10) days of receipt of the animal, even if such notification by the prior owner has not been made.

(Ord. 559 §1, 2006)

Sec. 7-7-110. - Guard dogs.

- (a) No person shall own or employ a guard dog in any area of the Town unless the following conditions are met:
 - (1) All guard dogs within the Town shall be registered with the Town Clerk and meet all requirements of this Code.
 - (2) The owner or other person in control of the premises upon which a guard dog is maintained shall post warning signs on, over or next to all exterior doors stating that such a dog is on the premises. Such signs shall be visible from the curblin or at a distance of fifty (50) feet, whichever is less, and shall contain a telephone number where some person responsible for controlling such guard dog can be reached twenty-four (24) hours a day.
 - (3) Prior to placing any guard dog on any property within the Town, the person responsible for such placement shall in writing inform the Town, the Sheriff's Department and the Fire Department of his or her intention to post the dog; the number of dogs to be posted; the approximate length of time the dog will be guarding the area; the daily hours the dog will be guarding the area; the breed, sex and age of the dog; and the rabies tag number of the dog. Such notice must be renewed every six (6) months.
- (b) Any failure to comply with the requirements of this Section may result in prosecution for prohibited ownership of an aggressive or vicious animal pursuant to Sections 7-7-80 or 7-7-90 of this Article.

(Ord. 559 §1, 2006)

Sec. 7-7-120. - Vicious animals; penalty.

Any person convicted of violating Section 7-7-90, 7-7-100 or 7-7-110 of this Article shall, upon conviction, be punished by a minimum fine in the amounts set forth in the schedule of fines listed in Appendix 2-A to Chapter 2 of this Code; or by fine and/or imprisonment in accordance with the general penalty provisions set forth in Section 1-4-20 of this Code.

(Ord. 559 §1, 2006; Ord. 591 §3, 2009)

Sec. 7-7-130. - Destruction of vicious animals.

- (a) Whenever a determination has been made that any vicious animal is owned as prohibited in this Article, the prosecutor for the Town may apply to the Municipal Court for an order to destroy the animal. Such application shall:
 - (1) Identify the animal;
 - (2) Identify the owner, if known, or the residence of the animal if the owner is not known;
 - (3) Identify the date and location of occurrence of one (1) or more acts of viciousness; and
 - (4) Request that the owner be required to show cause why the animal should not be impounded and destroyed.
- (b) Upon receipt of such an application, the Court shall set a date for a hearing thereon and cause to be served on the owner, if known and if not known, delivered to or posted on the residence of the animal, a copy of the application and a notice of the hearing at least ten (10) days prior to the date of the hearing.
- (c) If the Town can show by a preponderance of evidence at the hearing that the animal was vicious within the meaning of this Article, the Municipal Judge may order the animal impounded and destroyed or may make such other order as in the Municipal Judge's discretion will provide adequate protection to other persons or animals. Before making such order, the Municipal Judge may request any report at his or her discretion concerning the appropriate disposition of the animal.
- (d) Any trial for violation of this Article also constitutes a hearing under this Section and, upon a showing sufficient to support a conviction for violation of Section 7-7-90 of this Article, the Municipal Judge may make orders authorized by this Section.

(Ord. 559 §1, 2006)

Sec. 7-7-140. - Cruelty to animals.

- (a) It shall be unlawful for any person to commit or cause to be committed any intentional act of cruelty to, abandonment of, harassment of or torture to any animal, or intentionally cause any animal to be wounded, mutilated, strangled or inhumanely killed. Ownership of said animal shall not be a defense to such acts or to a violation of this Section.
- (b) No owner shall fail to provide the animal with sufficient wholesome and nutritious food, water in sufficient quantities, proper air, shade or shelter space, protection from the weather, veterinary care as needed to maintain health and prevent suffering, and other humane care and treatment.
 - (1) *Shade* means protection from the direct rays of the sun during the months of May through October.
 - (2)

Shelter means a moisture-proof structure of suitable size to accommodate the animal and allow retention of body heat, made of durable material with a solid floor. Such structure shall be provided with a sufficient quantity of suitable bedding to provide insulation and protection against cold and dampness.

- (c) No person shall abandon any animal which he or she owns. In this context, *abandon* means to leave the animal unattended for more than forty-eight (48) consecutive hours, or without food, water or shelter for more than twelve (12) hours.
- (d) No person shall expose any known poisonous substance, whether mixed with food or not, so that a reasonable person would or should know that such substance would probably cause animals to be attracted thereto, eat thereof and be poisoned thereby; provided, however, that this Section does not make unlawful the poisoning of rats or mice, or the activities of any person, business or other entity regulated by the Colorado Department of Agriculture under the Pesticide Applicators Act, Section 35-10-101 through 123, C.R.S., and engaged in activities regulated by that Act.
- (e) No person shall crop a dog's ears or dock a cat's or dog's tail other than a licensed veterinarian.
- (f) No person shall give away any live animal, fish, reptile or bird as a prize for, or as an inducement to enter, any contest, game or other competition, as an inducement to enter any place of amusement, or as an incentive to enter into any business agreement.
- (g) No person shall confine an animal within a parked, closed vehicle without allowing cross-ventilation. Under no circumstances shall a person confine any animal in any parked, closed vehicle on any public street or way for more than thirty (30) minutes, or when the temperature in the vehicle may create an adverse condition to the animal.
- (h) An Animal Control Officer observing an animal in violation of this Section may enter the property or vehicle and take into custody and impound the animal in accordance with Section 7-7-60 of this Article, with the expense of such impoundment to be assessed against the owner pursuant to this Article.

(Ord. 559 §1, 2006)