

**ADAMS COUNTY, COLORADO AMENDMENT ONE  
FOR THE INTERGOVERNMENTAL AGREEMENT  
ANIMAL MANAGEMENT SERVICES**

THIS AMENDMENT ONE TO INTERGOVERNMENTAL AGREEMENT FOR ANIMAL MANAGEMENT SERVICES (the “Amendment One”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Adams County Board of County Commissioners, located at 4430 S. Adams County Pkwy., 5<sup>th</sup> Floor, Suite C5000A, Brighton, Colorado 80601, hereinafter referred to as the “County,” and the Town of Bennett, located at 207 Muegge Way, Bennett, Colorado 80102, hereinafter referred to as “Bennett.” The County and Bennett may be collectively referred to herein as the “Parties.”

**RECITALS**

WHEREAS, on May 24, 2016, the County and Bennett entered into an Intergovernmental Agreement for Animal Management Services, Resolution 2016-294 (the “Original Agreement”); and,

WHEREAS, the County and Bennett mutually desire to amend the Original Agreement by this Amendment One to amend the definitions, contact information, payment schedule, and any other necessary changes based on the needs of the Parties.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the Parties, the County and Bennett agree to amend the Original Agreement as follows:

1. Section I of the Original Agreement is hereby amended by adding and defining the terms “RAS” as the Riverdale Animal Shelter and “ADCOM” as Adams County Communications. Further, the definition of “ADASAC” is amended as follows (words to be added are underlined):

ADASAC: Means the Adams County Shelter and Adoption Center, d/b/a the Riverdale Animal Shelter.

2. Section II of the Original Agreement is replaced in its entirety with the following:

**SECTION II. RESPONSIBILITIES OF THE COUNTY**

ACAMO, along with Bennett’s animal control officer(s), shall enforce Bennett Municipal Code, Chapter 7, Article VII, Animals (the “Code”), as amended from time to time, 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.

3. Section IV – Part 1(A)(1)(a) of the Original Agreement is amended so that the normal hours of operation are now from 8:00am to 6:00pm Monday through Saturday and emergency standby hours of operation are from 6:00pm to 8:00am Monday through Saturday and 24 hours on Sundays.
4. Section IV – Part 1(A)(3) of the Original Agreement is amended to include additional language requiring an email to be sent to the Bennett animal control officer when an animal is taken to RAS and impounded. This email shall include all information of the call out situation.
5. Section IV – Part 1(A)(7)(b) of the Original Agreement is hereby amended to state that if an animal is impounded and, in the opinion of a licensed veterinarian, is experiencing extreme pain or suffering, or is severely injured past recovery, severely disabled past recovery, or severely diseased past recovery, the animal may be euthanized.
6. Section IV – Part 1(A)(9) of the Original Agreement. Contact information has been amended as follows:

Johanna Vincent, Animal Control Officer	Cell 720-520-2887 Office 303-644-3249 ext. 1015
Debra Merkle, Community Development Manager	Cell 720-951-4355 Office 303-644-3249 ext. 1017
Trish Stiles, Town Administrator	Office 303-644-3249 ext. 1009 Cell 630-335-0030

Or any Adams County Deputy Sheriff
7. Section IV – Part I(A)(10)(a) of the Original Agreement is replaced in its entirety with the following: A C A M O will maintain records of how all animals are received and disposed of and will allow Bennett access to such records upon request.
8. Section IV – Part III(A) of the Original Agreement - Emergency and Relief Services – Payment and Fee Schedule is replaced in its entirety and amended as follows:
  - a. Call outs: \$120.00 (this sum includes a minimum two (2) hour labor charge and sixty-six mile round trip charge). This is a flat fee based on the median current ACAM salaries.
  - b. For each subsequent year that this agreement is renewed, the flat fee for a Call Out outlined above will be negotiated in good faith based on the median current ACAM salaries.
9. Section XII(G) of the Original Agreement is amended by updating the contact information for Bennett as follows:

For Bennett

Town of Bennet  
207 Muegge Way  
Bennett, CO 80102  
Attn: Christina Hart, Town Clerk  
Email: [chart@bennett.co.us](mailto:chart@bennett.co.us)  
Phone No: 303-644-3249  
Fax No.: 303-644-4125

For the County

Department of Community Safety and Well-Being  
Animal Management  
4430 S. Adams County Pkwy, Suite C4000A  
Brighton, Colorado 80601  
Attn: Annette Lerch  
Phone: (720) 523-6241  
Email: [ALerch@adcogov.org](mailto:ALerch@adcogov.org)

And

Adams County Attorney's Office  
4430 S. Adams County Pkwy, Suite C5000B  
Brighton, Colorado 80601  
Phone: (720) 523-6116

10. The Original Agreement and this Amendment One contain 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 both parties. Except as amended by this Amendment One, the terms and conditions of the Original Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Original Agreement and this Amendment One, the terms, conditions, and provisions of this Amendment One shall control.
11. The Recitals contained in this Amendment One are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
12. This Amendment One 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.
13. Nothing expressed or implied in this Amendment One 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 Amendment One or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment One by and on behalf of the County and Bennett shall be for the sole and exclusive benefit of the County and Bennett.

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

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

IN WITNESS WHEREOF, the County and Bennett have caused their names to be affixed.

ADAMS COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST: JOSH ZYGIELBAUM  
CLERK AND RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
County Attorney

TOWN OF BENNETT, COLORADO

\_\_\_\_\_  
Royce Pindell, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Christina Hart, Town Clerk