

**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 _____, 2016 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 City of Commerce City, located at 7887 E. 60th Ave., Commerce City, CO 80022, hereinafter referred to as “Commerce City.” 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 Commerce City 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 Commerce City’s Animal Control Officer(s), shall enforce Chapter 4 of the Commerce City Revised Municipal Code, as it pertains to animal control, 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 or other small domestic creatures. ACASAC will not accept into its shelter fowl or other food producing animals without the express permission of the Animal Shelter Executive Director, which shall be given at his/her sole discretion. If fowl or other food producing animals are accepted by the Animal Shelter Executive Director, the fees charged will be the same as the normal fee for 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 disposal of animals impounded because of violations of Chapter 4 of the Commerce City Revised Municipal Code.

C. Absent an order from the Commerce City Municipal Court to the contrary, 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 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.

D. Unless ownership of a released animal is specifically acknowledged by the releasing individual, any animals brought to the ACASAC will be considered to be a stray by ACASAC. These animals will be held for five (5) days and will be processed and charged as a stray.

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.

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 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 9:00 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 Commerce City access to such records as reasonably requested. In addition, ACASAC shall submit to Commerce City by the tenth (10th) calendar day of each month a summary report of animals received and the disposition thereof.

J. Fees charged to Commerce City 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 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 III. RESPONSIBILITIES OF COMMERCE CITY

A. Commerce City hereby expressly authorizes ACASAC to enforce Chapter 4 of the Commerce City Revised Municipal Code, as it pertains to animal licensing and control. It is, however, understood that ACASAC will provide such services only as they pertain to dogs, cats, or other small domestic animals.

B. Commerce City agrees to notify the ACASAC, at least 48 hours prior to the effective date thereof, of any changes or amendments to Chapter 4 of the Commerce City Revised Municipal Code.

C. Commerce City's 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 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.).

D. As ACASAC does not have always have a veterinarian onsite or available, all sick and injured animals that Commerce City 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 Commerce 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 police or animal control officer, he/she may approve for the police or animal control officer to bring the sick or injured animal directly to the shelter.

SECTION IV. PAYMENTS, FEES, AND ADDITIONAL EXPENSES

A. Commencing April 1, 2016, for all animals found in Commerce City and brought to the ACASAC by either City officials or private citizens, Commerce City shall pay the County according to the current fee structure for that calendar year. A copy of the current fee structure for 2016 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 Commerce City 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. Commerce City shall pay the County all fees not collectable from the owner of the animal and for any animal released as "stray" that was found in Commerce City. Such payment shall be made in full to the County within thirty (30) days of the receipt by Commerce City of the monthly report provided by ACASAC.

B. In addition, Commerce City shall reimburse the County for boarding and other service fees associated with holding animals in excess of five (5) business days due to protective custody holds, police holds, or any other reason requested by ACASAC, in accordance with the current fee structure outlined in Exhibit B. Such additional fees will be paid on a monthly basis.

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 Commerce City 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 Commerce City if the animal will be transferred to a separate entity. The separate entity will be a state-licensed animal care provider. Commerce City will be responsible for all costs associated with the transfer and care of the animal by the separate entity.

SECTION V. TERM

The initial term of this IGA shall be for a period of 9 (nine) months, commencing on April 1, 2016, and terminating on December 31, 2016, and will automatically renew for successive one-year terms beginning January 1, 2017 according to the terms and conditions herein subject to the termination provisions set forth in Section XI of this IGA.

SECTION VI. FUND AVAILABILITY

Commerce City 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 Commerce City funds for the purposes hereof. In the event funds become unavailable, Commerce City 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 Commerce City 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 Commerce City. 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, Commerce City 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 Commerce City, 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 Law

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 Commerce City 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, CO 80601
Attn.: Stephanie Wilde
Phone No.: (303) 288-3294
Facsimile No.: (303) 853-4290
swilde@adcogov.org

and

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

For Commerce City:

Patrol Commander Clint Nichols
Commerce City Police Department
7887 East 60th Avenue, Commerce City, CO 80022

Phone No.: 303-727-3919

Facsimile: (303) 289-3732

Email: cnichols@c3gov.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 Heading

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 Commerce City, shall be for the sole and exclusive benefit of the County and Commerce City.

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

Chairman

Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

Approved as to form:

Deputy Clerk

Adams County Attorney's Office

CITY COUNCIL
CITY OF COMMERCE CITY, COLORADO

City Manager

Date

ATTEST: LAURA BAUER CITY CLERK

Approved as to form:

Commerce City Attorney