

NORTHGLENN POLICE DEPARTMENT MEMORANDUM

#08-01

January 7, 2008

TO: Honorable Mayor Kathleen M. Novak and City Council Members

FROM: A. J. Krieger, City Manager
Russell L. Van Houten, Chief of Police *RJH*

SUBJECT: CR-22, 2008 Adams County Animal Shelter IGA

RECOMMENDATION:

Attached to this memorandum is a proposed IGA with Adams County for animal shelter services beginning February 1, 2008. Staff recommends approval of this IGA.

BACKGROUND:

For the past several years we had been obtaining animal shelter services from the Mile High Humane Society (MHHS) for \$36,000.00 per year. Over the past two years MHHS has been experiencing quality of service and quality of care problems. At least one series of incidents got media attention. MHHS was investigated by the Colorado State Veterinarian and Thornton Animal Control. Violations were noted and MHHS was able to resolve these complaints but they have reoccurred. As a non-profit, MHHS has had continual funding problems which have made keeping the shelter up to even minimum standard and paying bills difficult. Just two months ago the City received notice from the IRS that the MHHS was under investigation. A lien was filed by the IRS and our remaining payments for shelter services in 2007 will be turned over to the IRS. There have been undocumented reports that the telephone and utility services have been shut off for varying periods of time due to non-payment or untimely payment of bills. This is an unacceptable situation for us and our pet-owner community.

Although the Adams County Shelter is significantly more expensive (\$5,190.00 monthly) than MHHS (\$3,000.00 monthly) the quality of care/level of service is unquestionably better as is the physical facility. The Adams County Shelter is located just a few blocks east of Highway 85 and north of 104th Avenue. The commute time is about fifteen minutes longer for animal control officers and residents but it is not unreasonable.

Other public and private shelters have been researched but are either more expensive, not interested in providing the services we need or unreasonably more distant, or all three.

Our shelter needs include stray domestic animal housing, criminal case animal housing, exotic animal housing, stray pet animal adoption services, animal disease control, veterinary pre-care and referral, humane destruction, and dead animal carcass disposal.

During the past three years, we have sheltered an average of 220 dogs, 106 cats, and 4 exotics (snakes, lizards, and etc.) per year. During the same period we have disposed of an average of 73 animal carcasses per year.

The City Attorney has reviewed this IGA and approved it as to form.

POTENTIAL OBJECTION:

City Staff is not aware of any specific opposition to this proposal.

BUDGET IMPLICATIONS:

There is a financial cost to the City. Sufficient funds (\$62,280.00) for this IGA are in the Police Department's 2008 budget.

STAFF REFERENCE:

If Council members have any comments or questions they may contact Commander Jim May (303-450-8967 or Chief Russ Van Houten (303-450-8864) or by e-mail at jmay@northglenn.org or rvanhouten@northglenn.org.

SPONSORED BY: COUNCIL MEMBER MONROE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-22
Series of 2008

Series of 2008

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS FOR ANIMAL SHELTER/ADOPTION CENTER SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

The Intergovernmental Agreement between the City of Northglenn, Colorado and the Adams County Board of County Commissioners for animal shelter and adoption center services, a copy of which is attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2008.

KATHLEEN M. NOVAK
Mayor

ATTEST:

DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**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 January 2008**, by and between the Adams County Board of County Commissioners, located at 450 S. 4th Ave., Brighton, CO 80601, hereinafter referred to as the "County," and the City of Northglenn, located at 11701 Community Center Dr., Northglenn, CO 80233, hereinafter referred to as "Northglenn." This IGA is for animal control, shelter, and adoption services to be provided by the Adams County Animal Shelter/Adoption Center (ACASAC), located at 10705 Fulton St. Brighton, CO 80601.

The County and Northglenn, for the consideration herein set forth, agree 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, and fowl.
- 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 picking up and 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 Northglenn's animal control officer(s), shall enforce Chapter 14 of the City of Northglenn Ordinances, 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 County will provide such services only as they pertain to dogs, cats, or other small domestic animals, and fowl.
- B. ACASAC shall provide for the shelter, care, adoption, euthanasia, and/or disposal of animals impounded because of violations of Chapter 14 of the City of Northglenn Ordinances.

- C. Any animal impounded for more than five (5) business days that is not reclaimed by its owner may be made available for adoption or may be humanely euthanized, at the sole discretion of the manager of the ACASAC. 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 manager.
- D. 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.
- E. ACASAC shall quarantine animals for rabies observation, and shall report all animal bites or suspected rabid animals to the Tri-County Health Department.
- F. Any dog or cat impounded at ACASAC, with the exception of pregnant females, shall be inoculated with a multi-spectrum booster shot.
- G. ACASAC shall maintain a telephone answering service to receive inquiries on impounded animals during its normal business hours, which shall be from 9:00 a.m. to 5:00 p.m. on weekdays, and from 9:00 a.m. to 4:00 p.m. on Saturdays. ACASAC will be closed on Sundays and on County-designated holidays.
- H. ACASAC shall maintain records on all impounded animals, including a record of each animal's disposal, and shall allow Northglenn access to such records as reasonably requested. In addition, ACASAC shall submit to Northglenn by the fifth (5th) calendar day of each month a summary report of animals received and the disposition thereof.
- I. Fees charged to Northglenn 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.

SECTION III. RESPONSIBILITIES OF NORTHGLENN

- A. Northglenn hereby expressly authorizes ACASAC to enforce Chapter 14 of the City of Northglenn Ordinances, 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, or other small domestic animals, and fowl.
- B. Northglenn agrees to notify the ACASAC, at least forty-eight (48) hours prior to the effective date thereof, of any changes or amendments to Chapter 14 of the City of Northglenn Ordinances.

- C. Northglenn's animal control officers shall cooperate with and provide assistance to ACASAC concerning routine impoundment functions including: vaccinating animals; placing identification collars on animals; placing animals in pens; and completing associated impoundment documentation (i.e. scanning animals and entering the scanned number on the impound card, entering the animal's age, weight, and rabies tag number on the impound card, etc.).

SECTION IV. PAYMENTS, FEES, AND ADDITIONAL EXPENSES

- A. Northglenn shall pay the County the base sum of Five Thousand, One Hundred Ninety Dollars (\$5,190) per month for the services provided herein. Such payments shall be made in full to the County within thirty (30) days of the receipt by Northglenn of the monthly report provided by ACASAC.
- B. In addition, Northglenn shall reimburse the County for boarding and other service fees associated with holding animals in excess of five (5) business days due to court holds, protective custody holds, or police holds. The boarding fee charged for holding animals in excess of five (5) business days shall be seven dollars (\$7), and such additional fees shall be paid on a monthly basis.
- C. Northglenn shall also reimburse the County for any veterinary expenses incurred in association with animals impounded under the terms of this IGA, when and if ACASAC's staff or contract veterinarian is unable, for whatever reason, to provide the necessary treatment. Northglenn shall reimburse the County for such expenses on a monthly basis.
- D. 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.

SECTION V. TERM

The term of this IGA shall be for a period of one (1) year commencing February 1, 2008 and terminating on December 31, 2008.

SECTION VI. 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 Northglenn 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 Northglenn. 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 VII. 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 VIII. 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.

SECTION IX. 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 X. 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, Northglenn 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 thirty (30) days prior to the effective date of the termination. If the IGA is terminated by Northglenn, the County will be paid in full for any services provided hereunder prior and up to the date of termination.

SECTION XI. 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 Northglenn 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 Fiscal Affairs Department
Purchasing and Expenditures
450 S. 4th Avenue
Brighton, Colorado 80601
Attn.: Loren Imhoff
Phone No.: (303) 654-6049
Facsimile No.: (303) 654-6058
limhoff@co.adams.co.us

and

Adams County Attorney's Office
450 S. 4th Avenue
Attn: Jennifer Stanley
Hal Warren
Brighton, Colorado 80601
Phone No.: (303) 654-6116
Facsimile No.: (303) 654-6114
jstanley@co.adams.co.us
hwarren@co.adams.co.us

For Northglenn:

Chief Russell L. Van Houten
Northglenn Police Department
P.O. Box 330061
11701 Community Center Dr.
Northglenn, CO 80233-8061
Phone No.: (303) 450-8864

Facsimile No.: (303) 450-8873
E-mail: rvanhouten@northglenn.org

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

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:
KAREN LONG
CLERK AND RECORDER

Approved as to form:

Deputy Clerk

Adams County Attorney's Office

CITY COUNCIL
CITY OF NORTHGLENN, COLORADO

Kathleen M. Novak, Mayor

Date

ATTEST:
DIANA LENTZ
CITY CLERK

Approved as to form:

Northglenn City Attorney