

**NORTHGLENN POLICE DEPARTMENT MEMORANDUM**  
**#21-2020**

**DATE:** November 23, 2020

**TO:** Honorable Mayor Meredith Leighty and City Council Members

**THROUGH:** Heather Geyer, City Manager *hmg*

**FROM:** James S. May, Jr., Chief of Police *JSM/2.17*  
Heidi R. Walts, Commander

**SUBJECT:** CR-163 – 2021/2022 Adams County Animal Shelter/Adoption Center Services IGA

---

**PURPOSE**

To approve CR-163, a resolution approving an Intergovernmental Agreement (IGA) between the Adams County Board of County Commissioners and the City for animal shelter and adoption services in 2021 and 2022.

**BACKGROUND**

The Adams County Animal Shelter/Adoption Center, d/b/a Riverdale Animal Shelter, provides sheltering services to Northglenn, Thornton, Commerce City, Federal Heights, Lochbuie, Bennett and Brighton. Northglenn's animal shelter needs include:

- Adoption
- Care
- Boarding
- Shelter of impounded animals such as dogs, cats, fowl, small farm animals and other small domestic creatures
- Disposal
- Euthanasia
- Impoundment

In 2019, the IGA moved Northglenn from a cost-per-animal fee structure to a flat rate fee. In 2019, the Police Department impounded 254 dogs or cats and disposed of 52 animal carcasses.

Sheltering costs were \$33,672 in 2019 and \$34,591 in 2020. The annual flat rate service fee is based on the contract service adjusted by the regional Consumer Price Index (CPI). The annual flat rate fee for 2021 Shelter Services is \$31,431.28. Include the 2019 CPI of 1.924%, and the total is \$32,036, per Exhibit B.

The proposed 2022 annual flat rate fee for shelter services is estimated to be \$32,652 based on a CPI of 1.924%. The shelter will renew the IGA every two years using this same methodology. The terms of this IGA shall be for two years starting Jan. 1, 2021.

**STAFF RECOMMENDATION**

Staff recommends the approval of CR-163, a resolution that, if approved, would authorize the Mayor to execute the Intergovernmental Agreement on behalf of the city.

**BUDGET/TIME IMPLICATIONS**

For 2021, the cost will be \$32,036, to be made in four payments of \$8,009. Funds have been included in the Police Department's 2021 budget.

**STAFF REFERENCE**

If Council members have any questions, they may contact Chief James S. May, Jr. at 303.450.8967 or at [jmay@northglenn.org](mailto:jmay@northglenn.org), or Commander Heidi Walts at 303.450.8962 or [hwalts@northglenn.org](mailto:hwalts@northglenn.org).

**ATTACHMENT**

1. Cost of Care Analysis 2021-2022

CR-163 – 2021/2022 Adams County Animal Shelter/Adoption Center Services IGA

**Adams County Animal Shelter/Adoption Center**  
**Cost of Care Analysis**  
**Northglenn**

Billing History (Annual)	2017	2018	AVERAGE (2017 - 2019)
	\$ 27,115	\$ 22,565	\$ 29,486
	<b>2019</b>	<b>2020</b>	<b>AVERAGE (2019 - 2020)</b>
<b>Total Annual Invoiced Amount (ACTUAL)</b>	\$ 33,672	\$ 34,591	\$ 34,132
<b>Expenses</b>	<b>2018</b>	<b>2019</b>	<b>AVERAGE</b>
Salaries & Related (Kennel & Clinic)	\$ 947,886	\$ 1,060,588	\$ 1,004,237
Salaries & Related (Administrative & Volunteer)	\$ 643,758	\$ 740,825	\$ 692,292
Operation Expenses (Kennel)	\$ 128,057	\$ 117,298	\$ 122,677
Operation Expenses (Clinic)	\$ 169,742	\$ 188,591	\$ 179,167
Operation Expenses (Admin)	\$ 81,636	\$ 64,098	\$ 72,867
Operation Expenses (Volunteer)	\$ 12,328	\$ 11,823	\$ 12,075
Clinic Vaccines, Microchips, Tests (Operation Expense Offset)	\$ (64,060)	\$ (82,850)	\$ (73,455)
Donations Applied (Operation Expense Offset)	\$ -	\$ (11,495)	\$ (5,748)
<b>Total Annual Expenses (ACTUAL)</b>	<b>\$ 1,919,347</b>	<b>\$ 2,088,878</b>	<b>\$ 2,004,113</b>
<b>Total Sheltering Days and Cost Per Day (ACTUAL)</b>			
Sheltering Days	69,019	82,930	75,975
Cost Per Day	\$ 28	\$ 25	\$ 26
<b>STRAYS, DISPOSALS, QUARANTINE &amp; PROTECTIVE CUSTODY</b>			
Total Strays (LESS Reclaims )	122	156	139
Mandatory Stray Hold Period (Days)	6	6	6
Total Stray Days	732	936	834
<b>Total Cost of Animals on Stray Hold</b>	<b>\$ 20,356</b>	<b>\$ 23,576</b>	<b>\$ 21,966</b>
Total Strays Reclaimed	112	98	105
Reclaim Fee per Animal	\$ 30	\$ 30	\$ 30
<b>Total Cost of Reclaim Fee</b>	<b>\$ 3,360</b>	<b>\$ 2,940</b>	<b>\$ 3,150</b>
Total Number of Disposals	26	52	39
Cost Per Disposal	\$ 35	\$ 35	\$ 35
<b>Total Cost of Disposals</b>	<b>\$ 910</b>	<b>\$ 1,820</b>	<b>\$ 1,365</b>
Total Number of Bite Quarantine (Strays) LESS Reclaims	3	-	2
Mandatory Bite Quarantine Hold (Days)	10	10	10
Cost Per Day (Boarding Rate)	\$ 15	\$ 15	\$ 15
<b>Total Cost of Animals on Bite Quarantine</b>	<b>\$ 450</b>	<b>\$ -</b>	<b>\$ 225</b>
Total Number of Days on Protective Custody	475	155	315
Cost Per Day (Boarding Rate)	\$ 15	\$ 15	\$ 15
<b>Total Cost of Animals on Protective Custody</b>	<b>\$ 7,125</b>	<b>\$ 2,325</b>	<b>\$ 4,725</b>
<b>Total Cost of Strays, Disposals, Quarantines, and Protective Custodies</b>	<b>\$ 32,201</b>	<b>\$ 30,661</b>	<b>\$ 31,431</b>
<b>% Inc/(Dec) from Annual Invoiced Amount (ACTUAL)</b>	<b>-4%</b>	<b>-11%</b>	<b>-8%</b>
<b>2021 Annual Flat Rate Billing Cost</b> (With 1.924% Regional 2019 CPI Increase)		1.924%	\$ 32,036
<b>2022 Annual Flat Rate Billing Cost</b> (With estimated 1.924% Regional 2020 CPI Increase)		1.924%	\$ 32,652
<b>COURT HOLDS</b>			
Total Number Days of Court Hold	21	494	258
Cost Per Day (Boarding Rate)	\$ 15	\$ 15	\$ 15
<b>Total Cost of Animals on Court Hold</b>	<b>\$ 315</b>	<b>\$ 7,410</b>	<b>\$ 3,863</b>

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-163  
Series of 2020

\_\_\_\_\_  
Series of 2020

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:

Section 1. The Intergovernmental Agreement between the City of Northglenn, Colorado and the Adams County Board of County Commissioners, attached hereto, for animal shelter and adoption center services 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
MEREDITH LEIGHTY  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, 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 \_\_\_\_\_ 2020 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 Northglenn, located at 11701 Community Center Drive., Northglenn, CO 80233, hereinafter referred to as “Northglenn.” This IGA is for animal shelter and adoption services to be provided by the Adams County Animal Shelter/Adoption Center (ACASAC), d/b/a Riverdale Animal Shelter (RAS), located at 12155 Park Boulevard, 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 Northglenn 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/b/a RAS.
- D. **Care:** Means regularly providing food and water to animals in the ACASAC d/b/a RAS.
- E. **Impoundment fee:** Means the amount, in addition to the boarding fee, charged for costs associated with impounding an animal at ACASAC d/b/a RAS.
- F. **Service fees:** Means other fees charged for services provided by ACASAC d/b/a RAS, not otherwise specified herein, such as fees for euthanizing animal s, 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 d/b/a RAS, along with Northglenn Animal Control Officer(s), shall enforce Chapter 14 of the City of Northglenn Ordinances, 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 d/b/a RAS will provide such services only as they pertain to

dogs, cats, fowl, small farm animals, or other small domestic creatures. The fees charged by ACASAC for adoption, boarding, impoundment, and other services are as specified in Exhibit B which is attached hereto and incorporated herein by this reference.

B. ACASAC d/b/a RAS 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, and will obtain and/or maintain any and all licenses required by Colorado Revised Statute (C.R.S.) § 35-80-101, *et seq.* For any animal on a court hold, such shelter and care shall continue until order of the Northglenn Municipal Court.

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

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

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

F. ACASAC d/b/a RAS 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 d/b/a RAS, with the exception of aggressive, severely ill, or injured animals, shall be inoculated with appropriate vaccines as indicated by protocol established by the shelter veterinarian.

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

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

J. 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 d/b/a RAS shall be sold or given away to any person, organization, company, or other entity for the purposes of medical research or experimentation.

M. ACASAC d/b/a RAS 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 picture of animals; placing animals in kennels; and completing associated impoundment documentation (i.e. scanning animals and entering the scanned number on the impound cards, entering the animal's age, weight, and rabies tag number on the impound cards, etc.).

### **SECTION III. RESPONSIBILITIES OF NORTHGLENN**

A. Northglenn hereby expressly authorizes ACASAC d/b/a RAS 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 d/b/a RAS, at least 48 hours prior to the effective date thereof, of any changes or amendments to Chapter 14 of the City of Northglenn Ordinances.

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

D. ACASAC d/b/a RAS does not always have a veterinarian onsite or available. For this reason, all sick and injured animals that Northglenn 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 Northglenn Animal Control Officers to contact the shelter prior to taking a sick or injured animal to an outside veterinarian or clinic. If the shelter veterinarian is available to consult with the animal control officer, he/she may approve for the animal control officer to

bring the sick or injured animal directly to the shelter.

#### **SECTION IV. PAYMENTS, FEES, AND ADDITIONAL EXPENSES**

##### **A. Fee Schedule and Fee Assessment.**

- a. Fee Schedule. Commencing January 1, 2021, for all animals found in Northglenn and brought to the ACASAC d/b/a RAS by either City officials or private citizens, Northglenn shall pay the County according to the current fee structure for that calendar year. A copy of the current fee structure for 2021 is attached hereto and incorporated herein as Exhibit B.
- b. Two Year Assessment. The County will reassess Northglenn's flat-rate fee every two years, on the even years, based on the average of two full years of Northglenn's usage data and the shelter's daily cost of care average for the same two-year period. The fee schedule will be adjusted every two years based on this assessment.
- c. Yearly Consumer Price Index Increase. Additionally, for each subsequent year that this agreement is renewed, the fees outlined in Exhibit B will be increased each year based on the most current official local (Denver, Aurora, Lakewood) Consumer Price Index ("CPI"). However, in the event there is a decrease in the most current official local CPI, the fees for that contract year will not increase or decrease based on the CPI.
- d. Notice of Fee Schedule. The fee schedule for each following year that this agreement is renewed will be provided to Northglenn along with Northglenn's usage summary by no later than September 1<sup>st</sup>. The fee structure for each calendar year shall be fully incorporated into this IGA and shall supersede and replace the current Exhibit B.

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

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

D. In the rare event that an animal is delivered from Northglenn 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 d/b/a RAS shall notify Northglenn if the animal will be transferred to a separate entity. The separate entity will be a state-licensed animal care provider. Northglenn will be responsible for all costs associated with the transfer and care of the animal by the separate entity.

E. Northglenn agrees to submit cost of care documents prepared by ACASAC to the



court for restitution in cases where ACASAC d/b/a RAS has provided care and services for animals from Northglenn on court hold where the animal(s)' owner, or former owner, has potential responsibility for making restitution for such animal sheltering and care fees.

#### **SECTION V. TERM**

The initial term of this IGA shall be for a period of (12) (twelve) months, commencing on January 1, 2021, and terminating on December 31, 2021, and will automatically renew for successive one-year terms beginning January 1, 2022 according to the terms and conditions herein subject to the termination provisions set forth in Section XI in this IGA.

#### **SECTION VI. FUND AVAILABILITY**

Northglenn 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 Northglenn funds for the purposes hereof. In the event funds become unavailable, Northglenn 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 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 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. § 24-10-1012, *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, 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. sixty (60) 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 XII. MUTUAL UNDERSTANDINGS**

### **A. Jurisdiction and Venue**

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

### **B. Compliance with Laws**

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

C. Record Retention

The parties shall maintain records and documentation of the services provided under this IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this IGA is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, County, or 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 Animal Shelter d/b/a Riverdale Animal Shelter  
12155 Park Boulevard, Brighton, CO 80601  
Attn.: Stephanie Wilde  
Phone No.: (720) 523-7907  
Facsimile No.: (303) 853-4290  
swilde@adcogov.org

and

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

For Northglenn:  
Chief James S. May Jr.  
Northglenn Police Department  
50 W. Community Center Drive, Northglenn, CO 80234  
Phone No. 303-450-8967  
Facsimile: 303-450-8896  
E-mail: jmay@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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:  
JOSH ZYGIELBAUM  
CLERK AND RECORDER

Approved as to form:

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

\_\_\_\_\_  
Adams County Attorney's Office

CITY COUNCIL  
CITY OF NORTHGLENN, COLORADO

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST: CITY CLERK

Approved as to form:

\_\_\_\_\_  
Northglenn City Attorney

### **Exhibit B: Annual Flat Rate Fee Schedule**

Between Adams County Animal Shelter/Adoption Center (dba Riverdale Animal Shelter)  
and the City of Northglenn

#### **January 1, 2021 - December 31, 2021:**

The Annual Flat Rate Fee for Shelter Services for the City of Northglenn in 2021 will be **\$32,036.00** (the total of \$31,431.28 multiplied by the current official local for 2019 CPI of 1.924%). This annual flat rate fee will be payable in four (4) payments. Invoices will be issued as follows and payable within thirty days of the invoice date.

January 1, 2021	\$8,009.00
April 1, 2021	\$8,009.00
July 1, 2021	\$8,009.00
October 1, 2021	\$8,009.00

#### **January 1, 2022 - December 31, 2022:**

The Annual Flat Rate Fee for Shelter Services for the City of Northglenn in 2022 is **estimated** to be **\$32,652.00** (the total of \$32,036.00 multiplied by the current official local for 2019 CPI of 1.924%; however, the actual 2020 CPI still needs to be determined by the Denver-Aurora-Lakewood Consumer Price Index). This annual flat rate fee will be payable in four (4) payments. Invoices will be issued as follows and payable within thirty days of the invoice date.

January 1, 2022	$\$8,009.00 + (\$8,009.00 \times 2020 \text{ CPI Index TBD})$
April 1, 2022	$\$8,009.00 + (\$8,009.00 \times 2020 \text{ CPI Index TBD})$
July 1, 2022	$\$8,009.00 + (\$8,009.00 \times 2020 \text{ CPI Index TBD})$
October 1, 2022	$\$8,009.00 + (\$8,009.00 \times 2020 \text{ CPI Index TBD})$