

**NORTHGLENN POLICE DEPARTMENT MEMORANDUM
#06-2019**

DATE: July 8, 2019
TO: Honorable Mayor Antonio B. Esquibel and City Council Members
THROUGH: Heather Geyer, City Manager *hmg*
FROM: James S. May, Jr., Chief of Police *JSM/17*
SUBJECT: CR-71 – 2019 Adams County Animal Shelter/Adoption Center Services IGA

PURPOSE

The City Council is considering CR-71 to approve an Intergovernmental Agreement (IGA) between the Adams County Board of County Commissioners and the City of Northglenn for animal shelter and adoption services for 2019 through 2020.

BACKGROUND

The Adams County Animal Shelter also provides sheltering services for Thornton, Commerce City, Federal Heights, Lochbuie, Bennett and, most recently, Brighton. Our animal shelter needs include adoption, care, boarding, disposal, euthanasia, impoundment, and shelter of impounded animals such as dogs, cats, fowl, small farm animals and other small domestic creatures. In the calendar year 2018, we impounded 391 dogs/cats and disposed of 34 dead animal carcasses.

Costs for animal sheltering continues to rise. Our 2018 sheltering costs were \$23,365.

The 2019 IGA moves the City of Northglenn from a cost-per-animal fee structure to a flat-rate fee structure. The 2019 Flat Rate Fee Schedule is a total of \$33,672, payable in three payments of \$11,224 (per Exhibit B), a \$5,683 increase (a 20% increase over the 2016-2017 average shelter fees). The proposed 2020 Annual Flat Rate Fee for Shelter services will be \$33,672 multiplied by the local CPI of 2.731% for a total of \$34,591. The Shelter will recalculate fees and will renew IGAs every two years using this same methodology.

The terms of this IGA shall be for a two-year period commencing retroactive to 01/01/2019.

The City Attorney has approved this IGA as to form.

STAFF RECOMMENDATION

Staff recommends the approval of the attached Resolution allowing the Mayor to sign an Intergovernmental Agreement between the City of Northglenn and the Adams County Board of County Commissioners for animal shelter/adoption center services for 2019 and 2020.

BUDGET/TIME IMPLICATIONS

For the 2019 fiscal year, Northglenn's financial responsibility will be \$33,672, a \$5,683 increase to our 2018 contribution. The funds to cover this expenditure are in the 2019 Police Department's Animal Control General Services budget.

STAFF REFERENCE

If Council members have any comments or questions, they may contact Chief James S. May, Jr., at 303.450.8967 or at jmay@northglenn.org.

ATTACHMENTS

1. Consumer Price Index Values
2. Cost of Care Analysis
3. Animal Sheltering Fees Power Point Presentation

CR-71 – 2019 Adams County Animal Shelter/Adoption Center Services IGA
Adams County Animal Shelter/Adoption Center Services IGA

From: Marla Vogel <MVogel@adcogov.org>
To: "mnorconk@northglenn.org" <mnorconk@northglenn.org>
CC: Stephanie Wilde <SWilde@adcogov.org>
Date: 6/20/2019 4:04 PM
Subject: Adams County Animal Shelter Flat Rate Fee - CPI Index

Hi Madeline,

Stephanie mentioned you had a few questions about Northglenn’s Flat Rate Fees for shelter services in 2019 and 2020; specifically regarding the Consumer Price Index (CPI) used. The website we obtained the 3.386% is from the Colorado Department of Local Affairs – Inflation Denver/Aurora/Lakewood:

<https://www.colorado.gov/pacific/dola/inflation-denver-aurora-lakewood-consumer-price-index>

Inflation - Denver-Aurora-Lakewood Consumer Price Index

For local governments, Article X, Section 20 (otherwise known as TABOR), defines inflation to mean the percentage change in the United States Bureau of Labor Statistics Consumer Price Index (CPI) for Denver-Boulder (now Denver-Aurora-Lakewood).

Actual Values

Year	CPI Value	% Change
2018	261.958	2.731%
2017	254.995	3.386%
2016	246.643	2.772%
2015	239.990	1.176%

- [Bureau of Labor Statistics CPI Website](#)

When we calculated the flat rate fees for 2019 and 2020, we used an average from intake data collect from 2016 and 2017 and thus used the CPI from 2017. Since we know the CPI rate for 2018, this is what will determine your 2020 flat rate fee.

2019 Annual Flat Rate Billing Cost (With 3.386% Regional CPI Increase)	3.386%	\$	33,672
2020 Annual Flat Rate Billing Cost (With 2.731% Regional CPI Increase)	2.731%	\$	34,591

If you have any other questions, please feel free to contact Stephanie or me.

Thank you,



Marla Vogel
Administrative Coordinator, Animal Shelter/Adoption Center
ADAMS COUNTY, COLORADO
10705 Fulton Street
Brighton, CO 80601
720-523-PETS (7387) | mvogel@adcogov.org
animalshelter.adcogov.org adcogov.org

Adams County Animal Shelter/Adoption Center

Cost of Care Analysis

Northglenn

Billing History (Annual)	2014	2015	AVERAGE (2014 - 2017)
	\$ 37,067	\$ 27,498	\$ 30,136
	2016	2017	AVERAGE (2016 - 2017)
Total Annual Invoiced Amount (ACTUAL)	\$ 28,863	\$ 27,115	\$ 27,989
Expenses			
Salaries & Related (Kennel & Clinic)	\$ 752,513	\$ 799,455	\$ 775,984
Salaries & Related (Administrative & Volunteer)	\$ 533,378	\$ 589,325	\$ 561,351
Operation Expenses (Kennel)	\$ 120,983	\$ 111,678	\$ 116,331
Operation Expenses (Clinic)	\$ 127,014	\$ 137,790	\$ 132,402
Operation Expenses (Admin)	\$ 48,273	\$ 54,755	\$ 51,514
Operation Expenses (Volunteer)	\$ 13,838	\$ 14,540	\$ 14,189
Microchips (Operation Expense Offset)	\$ (6,070)	\$ (7,590)	\$ (6,830)
Rabies Deposit (Operation Expense Offset)	\$ (3,610)	\$ (4,880)	\$ (4,245)
Vaccination Clinic (Operation Expense Offset)	\$ (26,350)	\$ (31,480)	\$ (28,915)
Total Annual Expenses (ACTUAL)	\$ 1,559,969	\$ 1,663,594	\$ 1,611,781
Total Sheltering Days and Cost Per Day (ACTUAL)			
Sheltering Days	72,239	62,274	67,257
Cost Per Day	\$ 22	\$ 27	\$ 24
STRAYS, DISPOSALS, QUARANTINE & PROTECTIVE CUSTODY			
Total Strays (LESS Reclaims)	185	152	169
Mandatory Stray Hold Period (Days)	6	6	6
Total Stray Days	1,110	912	1,011
Total Cost of Animals on Stray Hold	\$ 23,970	\$ 24,363	\$ 24,167
Total Strays Reclaimed	133	104	119
Reclaim Fee per Animal	\$ 30	\$ 30	\$ 30
Total Cost of Reclaim Fee	\$ 3,990	\$ 3,120	\$ 3,555
Total Number of Disposals	36	28	32
Cost Per Disposal	\$ 35	\$ 35	\$ 35
Total Cost of Disposals	\$ 1,260	\$ 980	\$ 1,120
Total Number of Days on Bite Quarantine (Strays)	61	33	47
Cost Per Day (Boarding Rate)	\$ 15	\$ 15	\$ 15
Total Cost of Animals on Bite Quarantine	\$ 915	\$ 495	\$ 705
Total Number of Days on Protective Custody	67	336	202
Cost Per Day (Boarding Rate)	\$ 15	\$ 15	\$ 15
Total Cost of Animals on Protective Custody	\$ 1,005	\$ 5,040	\$ 3,023
Total Cost of Strays, Disposals, Quarantines, and Protective Custody	\$ 31,140	\$ 33,998	\$ 32,569
% Inc/(Dec) from Annual Invoiced Amount (ACTUAL)	8%	25%	16%
Maximum 35% Increase from Actual Amount (2016-2017 Average)	\$ 38,965	\$ 36,605	\$ 37,785
2019 Annual Flat Rate Billing Cost (With 3.386% Regional CPI Increase)		3.386%	\$ 33,672
2020 Annual Flat Rate Billing Cost (With 3.386% Regional CPI Increase)		3.386%	\$ 34,812
COURT HOLDS			
Total Number Days of Court Hold	-	1,017	509
Cost Per Day (Boarding Rate)	\$ 15	\$ 15	\$ 15
Total Cost of Animals on Court Hold	\$ -	\$ 15,255	\$ 7,628

New Flat-Rate Fee Structure for Animal Sheltering Services

Intentions

- Achieve a more equitable method to share and recover costs of sheltering animals in our community.
- Move from a cost-per-animal fee structure to a flat-rate fee structure.
- Provide excellent service to residents from all municipalities served, and ongoing collaboration with municipal animal control partners.

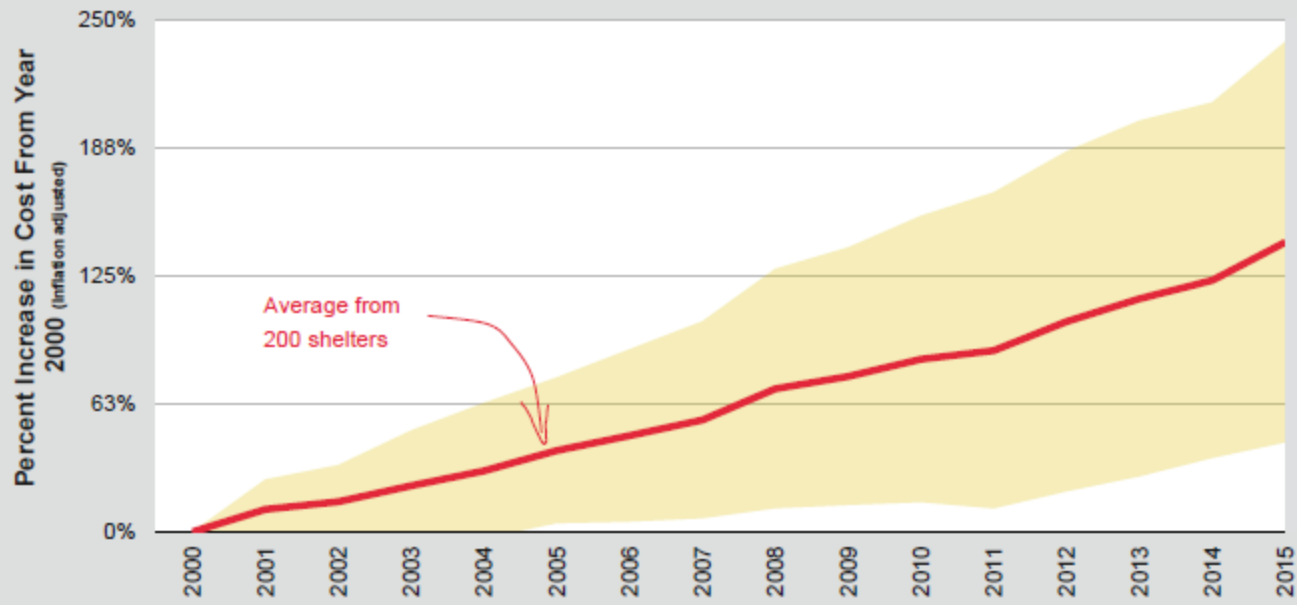
Drivers



- Current cost-per-animal fee structure has negative aspects for both shelter and municipalities.
 - Billing process is complex and time consuming
 - Lacks predictability for budgeting
- Increase in court-hold cases, injured and ill animals takes more resources.
- Costs for animal sheltering continues to rise nationwide. ¹

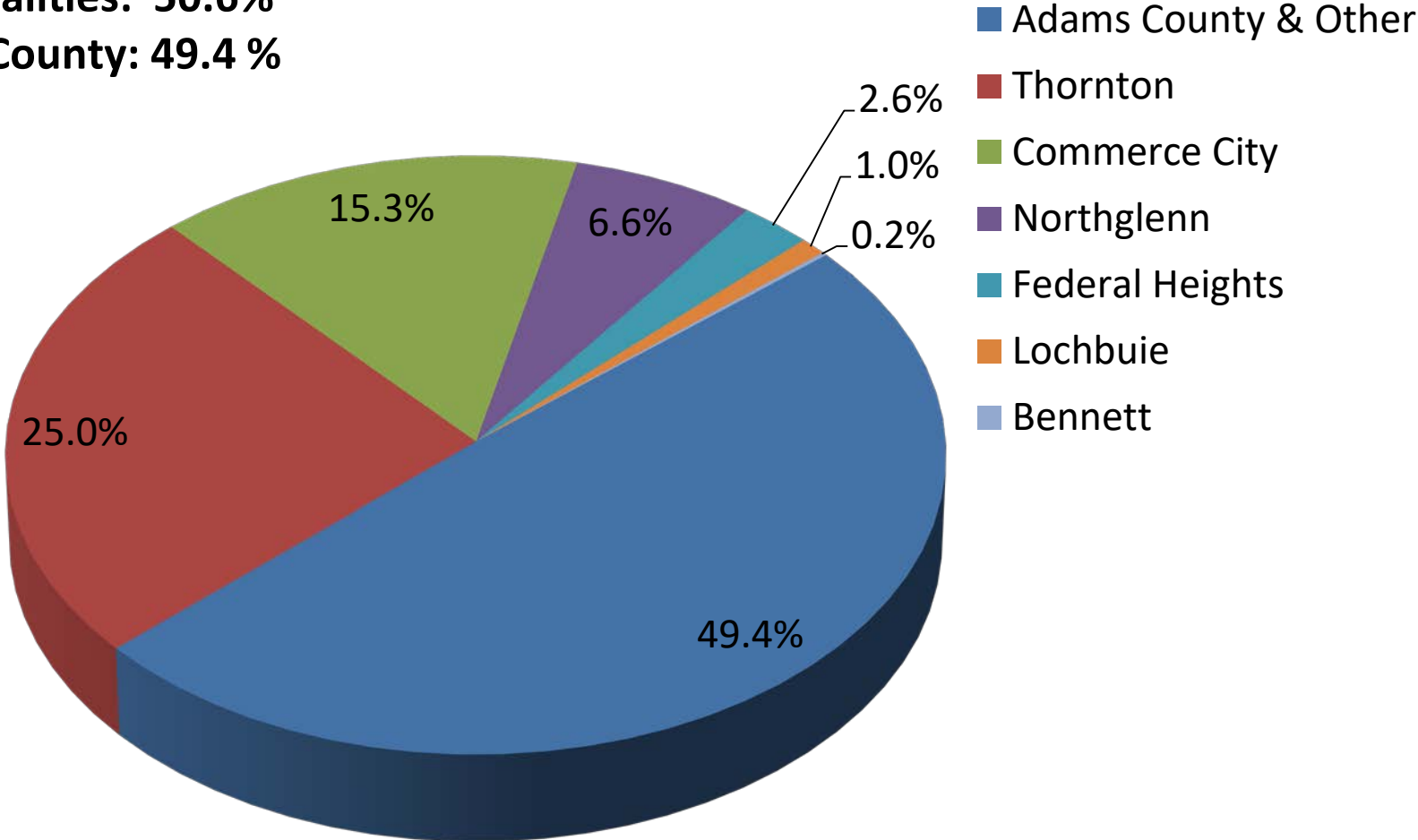


Skyrocketing Cost of Sheltering



2017 Percentage of Animal Intakes by Jurisdiction

Municipalities: 50.6%
Adams County: 49.4 %



2017 Revenue & Expenses

Source	Amount	Percent
IGA Revenue	\$194,625	11.4%
Other Revenue	\$493,156	28.9%
Total Revenue	\$687,781	40.3%
*Total Expenses (Fully funded by Adams County General Fund)	\$1,707,544	
Total Overage/(Deficit)	(\$1,019,763)	59.7%
* Adams County's Animal Impound Expense	\$194, 531	11.4%
Total Overage/(Deficit) minus Adams County	(\$825,232)	48.3%

- *Approximate '17 impound expense for Adams County calculated with existing IGA fee structure.
- All partner jurisdictions (including Adams County) receive the same level of services.
- Any shortfall is made up by Adams County.

The New Flat-Rate Fee Formula

How is it calculated?

- Uses the shelter's total actual annual expenses, minus vaccination clinic revenues to offset clinic expenses.
- Uses the total number of annual sheltered days for every animal in our care. (From intake to outcome).
- Calculates a Cost per Day by dividing our total actual annual expenses by the total actual number of shelter days.
- Using the Cost per Day, municipalities are billed for strays that were not returned to their owner(s) for a maximum of 6 days.

The New Flat-Rate Formula

continued

- Includes individual fees for reclaims, disposals, bite quarantines, and protective custody based on usage.
- Calculates a flat-rate annual cost based on the municipality's two-year average for 2016 and 2017.
- Determines a new flat-rate annual billing amount for 2019 and 2020. Both will be multiplied by a local CPI. (Currently at 3.386%).
- Recalculates fees and renews IGAs every two years using this same methodology.

Proposed Flat-Rate Fees

City/Town	Actual 2016-2017 Average	2019 Proposed Flat-Rate	\$ Increase From 2016-2017 Average	% Increase From 2016-2017 Average
Thornton	\$91,487	\$109,324	\$17,836	19%
Commerce City	\$72,683	\$83,423	\$10,740	15%
Northglenn	\$27,989	\$33,672	\$5,683	20%
Federal Heights	\$12,799	\$14,972	\$2,173	17%
Lochbuie	\$2,734	\$3,526	\$791	29%
Bennett	\$596	\$830	\$234	39%
Total	\$208,289	\$245,746	\$37,458	18%

- **2020 Total Revenue (with current Local CPI applied) will be approximately \$254,067**
- **As a new IGA partner, Brighton will stay under current cost-per-animal fee structure through 2020 to allow for two years of data collection.**

Flat-Rate Fees Compared with Deficit Allocation

City/Town/ County	2017 % of Animal Intakes	2016-2017 Actual Average Paid	2017 Percentage Share of Deficit	2016-2017 Average Paid + % Share of Deficit	2019 Proposed Flat-Rate Fee
*Adams County	49.3%	\$194,531	\$406,839	\$601,370	\$200,902
Thornton	25.0%	\$91,488	\$206,308	\$297,796	\$109,324
Commerce City	15.3%	\$72,683	\$126,260	\$198,943	\$83,423
Northglenn	6.6%	\$27,989	\$54,465	\$82,454	\$33,672
Federal Heights	2.6%	\$12,799	\$21,456	\$34,255	\$14,972
Lochbuie	1.0 %	\$2,742	\$8,252	\$10,986	\$3,526
Bennett	0.2 %	\$830	\$1,650	\$2,246	\$830
Total	100%	\$402,820	\$825,232	\$1,228,052	\$446,559

Challenges

- Fees going up for municipalities, although not significantly.
- Shelter still absorbing the majority of costs.
- Flat-rate vs. cost-per-animal structure, while beneficial in higher intake years, maybe less beneficial in lower intake years.



Benefits



- **Predictable Budgeting**
 - Uses a two-year average to balance high or low years
 - Eliminates unexpected costs due to large animal impounds etc.
 - Municipalities will have payment options, i.e. yearly, quarterly etc.
- **Fair and Balanced**
 - Provides some offsets to municipalities for clinic expenses, budget savings if applicable etc.
 - Creates more cost equity between jurisdictions and Adams County
- **Transparent**
 - Shows shelter's actual expenses
 - Show's each municipality's specific yearly usage data

Additional Service Benefits

- PACFA Licensed facility in good standing
- 24-hour badge access for officers
- Manager on Duty 24/7 to assist officers
- Free access to Chameleon animal data base system
- Full-time veterinarian and three veterinary technicians
- Two full-time bilingual Spanish speaking staff members
- Two full-time intake technicians to assist officers with impounds
- Host quarterly meeting with officers and shelter managers
- Bimonthly low-cost vaccination/microchip clinics held for public
- New website updates every hour with lost/adoptable pets
- Website includes direct links to each municipality's animal protection page



Questions?

New Riverdale Animal Shelter

Opening in 2020



New Location Riverdale Regional Park



Riverdale Animal Shelter

Features Supporting Animal Control

- Drive through bay (no backing required) with indoor truck wash
- Officers will have own entrance, bathrooms and workroom
- Additional impound kennels for cats and dogs
- Drive up access to inside incinerator and cooler
- State of the art veterinary clinic with on-site X-ray
- Separate intake and adoption areas
- Private room for serving tickets/summons, meeting with residents etc.



Thank You



SPONSORED BY: MAYOR ESQUIBEL

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-71
Series of 2019

Series of 2019

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 control, shelter, and adoption 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 _____, 2019.

ANTONIO B. ESQUIBEL
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 _____ 2019 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), 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 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. **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 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 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 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 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, 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 will be processed in accordance with Colorado Revised Statute (C.R.S.) §35-80-106.3.

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 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 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, severely ill, or injured 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 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 will be closed on County-designated holidays.

I. ACASA 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 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 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 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 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 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 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 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. Commencing January 1, 2019, for all animals found in Northglenn and brought to the ACASAC 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 2019 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 Northglenn 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. 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"). By way of example, the fees for 2020 will be equal to the 2019 fees plus an increase in the amount of the percentage increase of the most current local CPI. However, in the event there is a decrease in the most current official local CPI, the fees for that contract year will remain the same as the prior year.

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 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 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, 2019, and terminating on December 31, 2019, and will automatically renew for successive one-year terms beginning January 1, 2020 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
10705 Fulton Street, 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
11701 Community Center Drive Northglenn, CO 80233

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:

Approved as to form:

Northglenn City Clerk

Northglenn City Attorney

Exhibit B: Annual Flat Rate Fee Schedule
Between Adams County Animal Shelter/Adoption Center
and City of Northglenn

January 1, 2019 - December 31, 2019:

The Annual Flat Rate Fee for Shelter Services for the City of Northglenn in 2019 is a total of \$33,672.00. This annual flat rate fee will be payable in three (3) payments of \$11,224.00. Invoices will be issued as follows and payable within thirty days of the invoice date.

July 1, 2019	\$11,224.00
September 1, 2019	\$11,224.00
November 1, 2019	\$11,224.00

January 1, 2020 - December 31, 2020:

The Annual Flat Rate Fee for Shelter Services for the City of Northglenn in 2020 will be determined by September 1, 2019 as the total of \$33,672.00 multiplied by the current official local CPI of 2018. This annual flat rate fee will be payable in three (3) payments of \$11,224.00 x 2018 CPI Index. Invoices will be issued as follows and payable within thirty days of the invoice date.

July 1, 2020	\$11,224.00 + (\$11,224.00 x 2018 CPI Index)
September 1, 2020	\$11,224.00 + (\$11,224.00 x 2018 CPI Index)
November 1, 2020	\$11,224.00 + (\$11,224.00 x 2019 CPI Index)