

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 19-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
APPROVING THE 2020 AGREEMENT FOR ANIMAL SERVICES WITH
THE LONGMONT HUMANE SOCIETY**

WHEREAS, the Longmont Humane Society, a Colorado nonprofit corporation (“**Society**”) has established and is maintaining a shelter and impoundment facility where animals which have been impounded pursuant to Town ordinances are cared for or disposed of pursuant to said ordinances; and

WHEREAS, the Board of Trustees believes that the Society is an appropriate designated animal shelter and is interested in the humane care and treatment of animals; and

WHEREAS, the Town and Society have entered into a written agreement for animal services in prior calendar years; and

WHEREAS, the Board of Trustees desires to:

- (1) approve the 2020 Agreement for Animal Services in the form attached to this Resolution as **Exhibit 1** (the “Agreement”),
- (2) delegate authority to the Town Manager to execute the Agreement on behalf of the Town, and
- (3) delegate authority to the Town Manager to extend or renew the Agreement on behalf of the Town in future years,

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

Section 1. The foregoing recitals and findings are incorporated herein as findings and conclusions of the Board of Trustees.

Section 2. The Board of Trustees hereby: (a) approves the Agreement in substantially the same form as is attached hereto as **Exhibit 1**; (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the Agreement that do not increase the Town’s obligations; (c) authorizes the Town Manager to execute the Agreement on behalf of the Town when in final form; and (d) authorizes the Town Manager to extend or renew the Agreement on behalf of the Town in future years, without further action by the Board of Trustees, on the condition that adequate funds have been appropriated in the Town’s annual budget for the animal services described in the Agreement.

Section 3. Effective Date. This resolution shall be effective immediately upon adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10TH DAY OF FEBRUARY, 2020.

ATTEST:

TOWN OF MEAD

By


Mary E. Strutt, MMC, Town Clerk

By


Colleen G. Whitlow, Mayor



**2020 AGREEMENT FOR ANIMAL SERVICES BETWEEN THE TOWN OF MEAD AND
LONGMONT HUMANE SOCIETY**

THIS 2020 AGREEMENT FOR ANIMAL SERVICES (the "Agreement") is made and entered into by and between the Town of Mead, a municipal corporation of the State of Colorado ("Town"), and the Longmont Humane Society, a Colorado nonprofit corporation ("Society").

WHEREAS, the Society has established and is maintaining a shelter and impoundment facility where animals which have been impounded pursuant to Town ordinances are cared for or disposed of pursuant to said ordinances; and

WHEREAS, the Town believes that the Society is an appropriate designated animal shelter and interested in the humane care and treatment of animals; and

WHEREAS, the Society is willing to furnish these services on behalf of the Town and the Town may provide by contract for such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the parties thereto agree as follow:

1. **TERMS OF AGREEMENT.** The term of this Agreement shall commence on January 01, 2020 ("Effective Date") and continue until 11:59 p.m. on December 31, 2020; thereafter, the Agreement shall be extended or renewed upon Town Board or Town Manager approval, unless terminated by either the Town or the Society. Notwithstanding the forgoing, either party may unilaterally terminate this Agreement at any time and for any reason, upon 60 days' notice delivered to the other party. The parties may mutually agree to the termination of this Agreement at any time and upon any mutually agreeable date. By this Agreement, the parties mutually agree to the termination of all other prior agreements for the same purpose and subject matter between the Parties, such termination being effective upon the Effective Date of this Agreement.

2. **BREACH; NOTICE REQUIREMENTS.** In the event of a party's failure to perform the duties set forth in this Agreement, the non-breaching party may terminate this Agreement upon written notice to the other. Written notice of the intent to terminate shall be promptly delivered to the other party and such notice shall specifically identify the causes for termination. Upon receipt of such notice, the breaching party has the opportunity to remedy any conditions of non-compliance or non-performance within 60 days of the date of the notice. However, if the conditions are not remedied, or the breaching party continues to fail to perform after the 60-day period, this Agreement shall be conclusively terminated and shall be of no further effect. All notices shall be delivered to each party at the following addresses:

Town of Mead
P.O. Box 626
441 Third Street
Mead, CO 80540

Longmont Humane Society
9595 Nelson Road
Longmont, CO 80501

If the notice is hand delivered or personally delivered, it shall be effective immediately upon such delivery or service. If sent by mail, it shall be sent certified; postage prepaid with return receipt requested and shall be effective upon mailing.

3. **DUTIES OF THE SOCIETY.** The Society agrees to furnish and provide the following:
 - a. All physical plant facilities and equipment necessary for the efficient, humane, and effective operation of an animal shelter in compliance with all City of Longmont ordinances and laws of the State of Colorado thereto applicable;
 - b. Competent veterinary medical care for all animals impounded at its facility through the availability of the professional services of a doctor of veterinary medicine licensed to so practice in the State of Colorado; and
 - c. All medical supplies, professional instruments, and equipment necessary for the efficient and effective operation of an animal shelter, along with such facilities as may be required for the disposal of dead animals consistent with public health and safety.

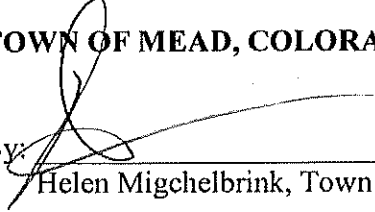
4. **OPERATION AND MANAGEMENT OF SHELTER.** In operating and managing the animal shelter, the Society, shall:
 - a. Conduct the operations of said animal shelter within and upon the premises generally described as the Longmont Humane Society, Longmont, Colorado;
 - b. Maintain at all times such facilities of the Society in a clean and sanitary condition;
 - c. Accept from Town officials or private citizens for impoundment, dogs, cats and other domestic small mammal companion animals. No barnyard, reptiles, birds or other animals are covered by the terms of this Agreement. The Society shall also accept such dead animals from any authorized representative of the Town. The Town, however, shall be responsible for obtaining veterinary services for any animal injured or in immediate need of veterinary care prior to submittal of such animal by the Town for impoundment to the Society as may be required, such initial treatment to be at the sole expense of the Town.
 - d. Where a private citizen tenders an animal to the Shelter, the Shelter shall record and provide the name of the citizen to the Town along with the citizen's address, telephone number and type of animal. The Shelter shall also provide the anticipated shelter fees for such animal(s).
 - e. Establish, keep and maintain a daily register of all animals placed by the Town into and released from the animal shelter; provide whatever form(s) deemed necessary by the Society for recording information on all impounded animals;

- f. Not release or otherwise dispose of any living domestic animal placed by the Town with the Society, until all fees prescribed and applicable state laws have been satisfied;
 - g. Each animal impounded and placed with Longmont Humane Society pursuant to this Agreement may be reclaimed by the owner during the impoundment period upon verification of ownership. For dogs and cats, the owner must first show proof of current, valid rabies vaccination as required under Colorado code. License application; rabies vaccination, or in the alternative, must purchase a Rabies Voucher to be used to obtain a current vaccination.
 - h. When an animal owner claims the impounded animal the Shelter will obtain the name and address of the owner and shall attempt to obtain the fees from the owner. If the owner refuses to pay the fees, the owner's name, address, and the amount of the fees will be provided to the Town.
 - i. Provide monthly, to the Mead Town Clerk, a record of all animals submitted by the Town or town residents for impoundment or disposal, that specifies the disposition of each animal identifying animals reclaimed versus unclaimed, adopted or disposed of, and any fees collected for such, on or before the tenth (10th) day of each succeeding month during the terms hereof, beginning on the Effective Date.
5. **DUTIES OF THE TOWN OF MEAD.** The Society shall be entitled to collect, from the owner or keeper of the animal, all reasonable and necessary costs associated with providing emergency treatment of an impounded animal.
 6. **FEES.** The Town agrees to pay the Society \$190 per animal for an average of a 5-day hold, and \$75 for each dead-on-arrival animal for animals found in the Town and brought to the Society by either Town officials or private citizens. The Society will charge the Town \$55 for each private animal surrender. For animals that are brought in for impoundment/quarantine longer than 5 days, each additional day will be charged at \$30.00 per day.
 7. **LIABILITY.** Each party assumes responsibility for the negligent actions and/or omissions of its agents and its employees in the performance or failure of work under this agreement and further, each party, to the extent authorized by law and the Town's Municipal Code, agrees to hold harmless the other for such liability. Indemnification shall not exceed those amounts set forth in the Colorado Government Immunity Act, now existing, or as may hereafter be amended, nor confer any benefits to any person not a party to the agreement. By agreeing to this provision, neither the Society nor the Town waives or intends to waive, as to any person not a party to the agreement, the limitations on liability which are provided to the Town and the Society under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et. seq.
 8. **STATUS OF PARTIES.** The Society shall perform all services under this Agreement as an independent contractor and a separate entity and not as an agent or employee of the Town. The Society shall not be supervised by any employee or official of the Town. The Society shall not represent that the Society is an employee

or an agent of the Town in any capacity. The Society's employees and volunteers are not entitled to worker's compensation benefits and may be obligated to pay federal and State income tax on money earned pursuant to this Agreement.

9. **COMPLIANCE WITH THE LAW.** It is hereby acknowledged and agreed to by the parties that strict and timely compliance with the applicable laws of the State of Colorado shall be the essence of the Agreement. Failure of either of the parties to so comply shall be sufficient cause for the other to terminate this Agreement.
10. **AMENDMENT TO AGREEMENT.** This Agreement may not be amended without the written consent of the parties. No breach of any provision of this Agreement by a party shall be held or construed to be a continuing waiver by the other of any subsequent breach thereof.
11. **THIRD PARTY BENEFICIARIES OR ASSIGNMENT.** Nothing in this Agreement is intended to create for, or confer upon, any third party any rights or benefits. Neither party may, without the written consent of the other, assign or delegate any of its rights or duties hereunder to any third party.

TOWN OF MEAD, COLORADO

By: 
Helen Migchelbrink, Town Manager

Date of execution: February 10, 2020

ATTEST:


Mary Strutt, MMC, Town Clerk

LONGMONT HUMANE SOCIETY, a Colorado nonprofit corporation

By: *Liz Smokowski*
Liz Smokowski, Chief Executive Officer

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing Agreement was subscribed, sworn to and acknowledged before me this 19 day of FEBRUARY, 2020, by Liz Smokowski as Chief Executive Officer of the LONGMONT HUMANE SOCIETY, a Colorado nonprofit corporation.

My commission expires: JULY 17, 2022

(S E A L)

Rachael D Letterly
Notary Public
State of Colorado
Notary ID 20184028887
My Commission Expires July 17, 2022

Rachael Letterly
Notary Public