

ANIMAL SHELTERING & ENFORCEMENT SERVICES INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (this “Agreement”) is made and entered into this _____ day of _____ 2022, between the **CITY AND COUNTY OF DENVER**, (the “City”), a municipal corporation of the State of Colorado, and **THE CITY OF GLENDALE** (“Glendale”), a municipal corporation whose offices are located at 950 South Birch Street, Glendale, Colorado 80246.

In consideration of the mutual covenants and promises of the parties hereto, the City and Glendale agree as follows:

SECTION I

CONTRACTOR SERVICES

- A. Denver Animal Protection (DAP) Services. The City, by and through DAP, shall provide Glendale the following animal sheltering and enforcement services:
1. Upon request by Glendale, investigate animal-related complaints within the boundaries of Glendale.
 2. Upon request by Glendale, to apprehend and impound any animal, except wildlife, running at large in violation of Glendale’s animal regulatory laws within the boundaries of Glendale. An animal control officer may, at his/her discretion or at the request of Glendale, return the animal to the owner, if known. A verbal warning may also, however, be issued to the same.
 3. Secure, in a legal manner, any and all evidence of suspected violators.
 4. Testify in court, when so required.
 5. Provide sufficient personnel to perform its obligations under this Agreement.
 6. Provide reports as required in this Agreement, pertaining to the enforcement and sheltering activities as further outlined in the Agreement.
 7. Pick up injured animals on Glendale’s streets, roads and alleys within the boundaries of Glendale. If the owner is known, the City shall request disposition instruction and comply with the same, if reasonable, at the owner’s expense. If the owner is unknown, the disposition of an injured animal shall be at the discretion of the City, based on existing protocols and requirements.

8. Impounded animals from Glendale shall be released to owners from the City upon satisfying all legal requirements. Glendale shall contact the City when an animal is to be released to determine if a summons is to be served to the animal owner. If required, the summons must first be served by Glendale prior to the payment of fees to the City and release of the animal.
 9. Provide emergency on-call service at the request of Glendale's Police Department or other designated agency to respond to calls concerning injured animals or those situations threatening the safety and/or health of other animals or to the public. The City shall only respond to calls pertaining to dead animals which are threatening the safety of the public. If the owner is known, the City shall request disposition instructions and comply with same, if reasonable, at the owner's expense. If the owner is unknown, the disposition of a dead or injured animal shall be at the discretion of the City based on existing protocols and requirements.
 10. Issue orders for the quarantine of animals to Denver Animal Shelter (DAS) for animal bites pursuant to applicable municipal and/or other governmental animal regulatory laws.
 11. Deliver live or dead animals impounded from Glendale to the DAS for sheltering and disposition.
 12. Not apply any City breed prohibitions to animals collected in Glendale, if the sole exposure to the animal is the transportation and care in the City and the owner resides outside of the City.
- B. Office Hours of Operations. The City shall keep its office and shelter facilities open to the public during regular working hours, except major holidays citywide furlough days, and division meetings.
- C. Animal Protection Officers. All officers shall be suitably uniformed and equipped to perform the obligations contained in this Agreement.
- D. Hours of animal control officer availability.
1. The hours of regular animal control officer availability shall be 7:00 a.m. until 9:00 p.m. seven days per week, including holidays and citywide furlough days.
 2. Emergency call-out. Animal Protection officers will be available to respond to emergency calls for service during the hours not defined as "regular animal protection officer availability". The parties recognize that the time required for the animal protection officer to respond may be longer since the officer must be called out from his/her home.

- E. Patrol Vehicles. DAP patrol vehicles shall be conspicuously marked and identified, equipped with communication equipment and further equipped in such a manner as to provide humane treatment for the animals transported.
- F. Disposition Records. The City shall maintain computerized records of all animals it handles in the performance of this Agreement. The records shall contain the following information:
1. Type of animal, its sex, color and disposition by the City, as well as the location and manner of obtaining the animal.
 2. All citizen complaints regarding animals.
 3. All vicious animals and dog bite incidents.
 4. All citations issued.
 5. Number of enforcement activities.

Any additional information that may be reasonably required by the Glendale.

A summary of the above information shall be provided to Glendale on a monthly basis on forms approved by Glendale.

- G. Performance Reports. The City shall provide Glendale with a quarterly performance report that includes the following:
1. The City's activities related to this Agreement for the previous quarter.
 2. Recommendations concerning fees, licenses and Municipal animal regulatory laws.
 3. Any recommendation or information related to animal protection in Denver that is in the interest of Glendale or that may be requested by Glendale.
 4. Statement of operation on activities related to this Agreement.
- H. Insurance. The City agrees to provide standard form liability insurance in an amount not less than set forth in the Colorado Government Immunity Act and to name Glendale as a coinsured. A copy of such Certificate of Insurance shall be provided to Glendale upon request. Glendale agrees to provide standard form liability insurance in an amount not less than set forth in the Colorado Government Immunity Act and to name the City as a coinsured. A copy of such Certificate of Insurance shall be provided to the City upon request.

SECTION 2

LENGTH OF AGREEMENT

This Agreement shall be for a period of five (5) years, commencing on August 1, 2022, terminating on July 31, 2027. Termination of this Agreement prior to the expiration of the term shall be as provided in Section 6 of this Agreement.

SECTION 3

COMPENSATION

- A. Payments. In consideration for the promise of services by the City, the Glendale shall pay to the City the following based on a 'by incident' basis:
- Response to a call for service in Glendale during regular animal control officer hours shall be \$ 67.95, which includes animal control officer time, paperwork, and fuel. Calls for service exceeding one-hour shall be billed at \$ 24.00 per animal control officer per hour.
 - Response to an emergency call for service in Glendale after normal business hours for animal control officer shall be \$ 101.93 which includes animal control officer time, paperwork, and fuel. Calls for service exceeding one-hour shall be billed \$36 per animal control officer per hour.
 - Animal sheltering shall be \$10 per day per animal for dogs, cats, birds and other animals, which includes staff time and care.
 - Should Glendale ever choose to redeem an animal from the City's possession, the redemption shall be subject to all of the City's standard Return to Owner fees. These include:
 - Impound Fee \$55
 - Medical Service Fee \$40
 - Boarding Fee per day \$10
 - Rabies Vaccine (upon request) \$15
 - Veterinary care that cannot be provided by shelter veterinary staff shall be provided at city partner locations and shall be paid at the rate charged to Denver Municipal Animal Shelter (currently \$400 per incident).

The City shall bill Glendale by the first (1st) day of each month, payment for which is due by the last day of that month.

Both the City and Glendale agree that all revenues collected for responding to calls for service and impounding of animals pursuant to this agreement shall accrue to and shall become the property of the City.

SECTION 4

ADDITIONAL OBLIGATIONS

- A. Liaison Officer. The Director of DAP shall act as the City's liaison officer with Glendale. The Police Commander of Glendale, or his/her designee, shall act as liaison officer of Glendale with the City and shall be responsible for the administration and the enforcement of this Agreement. All reports, recommendations and any and all other correspondence shall be directed to him/her, whose duty it shall be to see that the terms of this Agreement are complied.
- B. Confidentiality. The City agrees, to the extent allowed by law, to keep confidential all information it receives concerning complaints, the names, addresses and telephone numbers of complainants and witnesses and the names, addresses and telephone numbers of the license holders. The City shall, to the greatest extent possible, protect an individual's right to privacy and shall neither circulate nor permit to be circulated this information for any purpose(s) unrelated to the scope of this Agreement. The City shall have the right, however, to release information which may be necessary for the location of the animal's owner or for the acquisition of consent for veterinary and related medical treatment. The City is also subject to Colorado Open Records Requests unless the records are protected as an exception.
- C. Mutual Cooperation. Glendale agrees to provide all reasonable cooperation and assistance to the City, its officers, agents and employees in order to facilitate and accomplish the mutual objectives of this Agreement.
- D. Conflict of Interest. No officer or employee of Glendale having the power, authority, or duty to perform an official act or action related to this Agreement shall have or shall acquire any interest in the Agreement or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.
- E. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold harmless the other party hereto against any and all claims, demands, losses and liabilities and from any debt, obligation, payments, collection costs, judgments, court orders, court costs, interest, penalties or expenses of any kind or nature in connection with any damage to or loss or destruction of any animals caused by the negligent acts or omission's of the party, its employees, its authorized representatives or agents, or any other negligent acts or omissions attributable to the party.

SECTION 5

DEFAULT, TERMINATION AND REMEDIES

If the monthly payment has not been received by Glendale within fifteen (15) days after the due date, the City shall give Glendale written notice stating that, if the required payment has not been received within five (5) days after the receipt of the notice by the Glendale, Glendale

shall be considered in default, and the City may elect to terminate the Agreement. Termination of this Agreement by the City shall be accomplished by and effective upon receipt by Glendale of a written Notice of Termination. This Notice shall be provided in the manner specified in Section 6, Paragraph F.

A. Dispute Resolution. In the event that Glendale disagrees with any billing statement submitted by the City, Glendale's manager, or his/her designee, shall, before the due date of the payment, contact the DAP's Director to discuss the statement and to attempt to settle the matter.

B. Default.

1. Good Faith Obligations. The parties herein acknowledge and agree that each party to this Agreement is obligated to perform certain duties. In addition to these duties, each acknowledges and agrees that it is under obligation to exercise good faith in dealing with the other party and to make every reasonable effort to insure that the terms and conditions of this Agreement are honored and performed.

2. Procedure for Default. In the event that either party fails to perform its obligations under this Agreement, the aggrieved party shall provide, in order to declare a default, a written notice to the other party specifying the default. Notice shall be given in the manner provided in Section 6, paragraph F. This paragraph shall not however, apply to default by nonpayment on the part of Glendale, the procedures and remedies for which are outlined in Section 5, Paragraph A.

The party in default shall have fifteen (15) days from date of the receipt of the notice to cure the default. If the default has not been cured within this period, the aggrieved party shall have the right to terminate this Agreement by providing a written Notice of Termination to the other party. Termination of this Agreement shall be accomplished by and effective upon the receipt of a Notice of Termination by the party in default. This Notice shall be provided in the manner specified in Section 6, Paragraph F.

3. Waiver or Extension. The aggrieved party, however, shall have the right to either waive the default or to extend the time within which to cure the default. The waiver or extension must be in writing and signed by an authorized representative of the aggrieved party in order to be binding upon the aggrieved party. A waiver or extension for one default shall not act as a waiver or extension for subsequent defaults.

C. Termination.

1. General. This agreement may be terminated due to the default of one of the parties or may be terminated by the mutual consent of the parties, which consent must be in writing and signed by an authorized representative of each party in order to be valid. This Agreement may also be terminated by either party at any

time for any reason upon ninety (90) day written notice to the other party, which notice shall be provided in the manner specified in Section 6, Paragraph F.

2. Termination-Default Remedies. In the event of termination due to default of one of the parties, the aggrieved party shall also have the right, in addition to the right of termination, to assert and maintain any and all claims and/or actions for damages or other appropriate remedies. The aggrieved party shall also have the election not to terminate this Agreement and to maintain an action for damages or other appropriate remedies for default.

SECTION 6

MISCELLANEOUS PROVISIONS

- A. Entire Agreement/Modification. This Agreement constitutes the entire agreement of the parties on the subject matter dealt with. All prior and contemporaneous negotiations and understandings between the parties are embodied in this Agreement, and it supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

No alteration or modification of this Agreement shall be effective unless such modifications shall be in writing and signed by the parties.

- B. Severability. In the event any portion of this agreement should become invalid, the remainder of the Agreement shall remain in full force and effect.
- C. Binding Effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. This agreement shall inure to the benefit of, and be binding upon, the successors in the interests of the respective parties.
- D. Assignment. This agreement may be assigned only with the express written consent of the non-assigning party.
- E. Applicable Law. Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- F. Notice. Any notice required under the terms of this agreement, shall be deemed delivered and received when delivered in person or when deposited as certified mail, return receipt requests, to the parties at the addresses listed below.

If to City:

Director of Denver Animal Protection
Alice Nightengale
1241 W. Bayaud Avenue
Denver, CO 80223
(720)337-1777

With Copy to:

City Attorney's Office
City & County of Denver
201 W. Colfax Avenue – Dept. 1207
Denver, CO 80202

If to Glendale:

Police Commander
Glendale Police Department
950 S Birch Street
Glendale, CO 80246

With Copy to:

City Manager
City of Glendale
950 S Birch Street
Glendale, CO 80246
303-759-1513

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Contract Control Number: ENVHL-202263461-00
Contractor Name: Glendale Police Dept.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL **CITY AND COUNTY OF DENVER:**

ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

ENVHL-202263461-00
Glendale Police Dept.

By:  86092E8873BF4F1...

Name: Linda Cassaday
(please print)

Title: City Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)