

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 11 – SERIES 2009**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE
TOWN OF MINTURN TO SIGN AN
INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE EAGLE COUNTY GOVERNMENT AND
THE TOWN OF MINTURN CONTRACTING FOR ANIMAL
CONTROL SERVICES IN THE TOWN OF MINTURN,
COLORADO.**

WHEREAS, The Town of Minturn desires Eagle County to provide animal control services on an annual contractual basis; and

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO:

SECTION 1. The Mayor is authorized to sign an agreement, and such other documents as are reasonably necessary, with the Eagle County Government to enter into an agreement to provide animal control services in the Town of Minturn, Colorado.

SECTION 2. This Ordinance shall not take effect until the agreement is signed by the representatives of all the necessary parties thereto.

SECTION 3. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance; and the Town Council hereby declares it would have passed this ordinance, and each part, section, subsection, sentence, clause or phrase thereof, regardless of the fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 4. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper for the health, safety and welfare of the Town of Minturn and the inhabitants thereof.

SECTION 5. The repeal or the repeal and reenactment of any provisions of the Minturn Municipal Code as provided in this ordinance shall not affect any right which has accrued, any duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceeding as commenced under or by virtue of the provision repealed or repealed and reenacted. The repeal of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

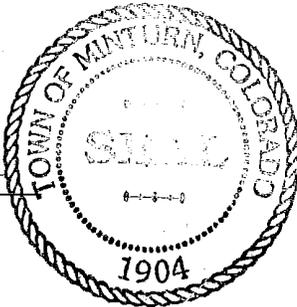
INTRODUCED, read by title, approved on the first reading and ordered published in full the 16th day of December, 2009. The 6th day of January, 2010, at 7:00 p.m. at the Minturn Town Hall, 302 Pine Street, Minturn, Colorado 81645 is set for public hearing hereon.

TOWN OF MINTURN

By: *Hawkeye Flaherty*
Mayor

ATTEST:

[Signature]
Town Clerk

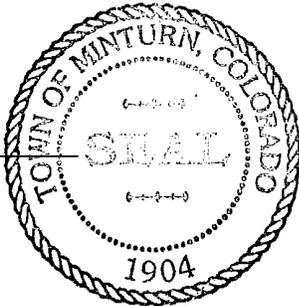


THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED AND ORDERED PUBLISHED BY TITLE ONLY ON SECOND READING THIS 6th DAY OF JANUARY 2010.

Hawkeye Flaherty
Mayor

ATTEST:

[Signature]
Town Clerk



**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF EAGLE, STATE OF COLORADO
AND
THE TOWN OF MINTURN**

This Agreement made this 6th day of January 2010 by and between the County of Eagle, State of Colorado, a body corporate and politic (the "County") and the Town of Minturn, a municipal corporation (the "Town").

WITNESSETH

WHEREAS, the Town desires to contract with the County for the performance of the hereinafter described Animal Services on the terms and conditions hereinafter set forth; and

WHEREAS, the County is agreeable to rendering such Animal Services on the terms and conditions hereinafter set forth; and

WHEREAS, this Intergovernmental Agreement is authorized pursuant to Sections 29-1-201 and 30-11-101, Colorado Revised Statutes, as amended, and Article XIV, Section 18, of the Colorado Constitution.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

SECTION 1. TERRITORY COVERED.

The territory covered by this Agreement is all of that certain property legally described as the Town of Minturn.

SECTION 2. DEFINITIONS

Emergency On Call Service is defined as an emergency call received by the County for which Animal Services assistance is required and no Animal Services Officer is on duty to respond.

Shelter means the Eagle County Animal Shelter located at 1400 Fairgrounds Road, Eagle, Colorado, and any other shelter facility operated or designated by the County.

Unclaimed Day is defined as a calendar day or any part thereof during which an unclaimed animal is confined in Shelter on behalf of the Town.

SECTION 3. SCOPE OF SERVICES.

The County agrees to provide General Animal Services and Emergency On-Call Services within the Town of Minturn.

A. General Animal Services shall include::

- i. A minimum of 260 randomly-scheduled patrols (lasting approximately 20 minutes each), consisting of inspection tours looking for violations or responding to complaints.
- ii. Administration and enforcement of the Eagle County Animal Services Resolution presently in effect and as may be subsequently amended as applied within the Town of Minturn or the Municipal Ordinance as may apply to the control and licensing of animals within the Town boundaries.
- iii. The County shall provide the Town with monthly reports and an annual report of services provided pursuant to this Agreement. Such reports shall include, by way of example only, the number of calls for service, number of animals sheltered, number of Unclaimed Days, and number of citations issued.
- iv. Animal sheltering services for animals attributable to the Town, of the nature and quality customarily provided at the Shelter. Animals attributable to the town are animals impounded within the Town of Minturn and animals owned by persons dwelling, permanently or temporarily, in the Town of Minturn.

B) Twenty-four (24) hours per day Emergency On Call Service.

- i. Emergency on Call service will be provided during the period when an Eagle County Animal Services Officer is not on duty. In the event that an Eagle County Animal Services Officer is not immediately available to respond to an incident or emergency, the Town of Minturn will provide available personnel to secure the scene and administer control of the situation until the Eagle County Animal Services Officer arrives to resolve said incident.

SECTION 4. OFFICIAL STATUS.

For the purpose of performing the Animal Services and functions set forth in this agreement, Eagle County Animal Services shall enforce, as the Town's agent, the Municipal Ordinances relating to animals now in effect and as amended from time to time.

SECTION 5. EQUIPMENT.

The County shall furnish and supply, at its sole expense, all necessary labor, supervision, equipment, motor vehicles, office space, and operating and office supplies necessary to provide the services to be rendered hereunder.

SECTION 6. COMPENSATION.

The Town of Minturn agrees to pay the County, monthly, the sum of \$641.60 for General Animal Services.

Emergency On-Call Services will be billed at \$50.00 per hour.

The Town of Minturn agrees to pay the County, on or before the fifteenth day of each month, for services rendered the previous month, plus any additional billing received for On Call Emergency Service..

All fees and expenses recovered at or for the Shelter will remain with the County.

All court fines and costs will remain with the court of venue.

SECTION 7. PERSONNEL.

The Eagle County Animal Services Officer shall have full cooperation from the Town of Minturn, its public works, its police officers and/or their respective officers, agents, and employees, so as to facilitate the performance of this Agreement.

The rendition of Animal Services provided for herein, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in the County.

All persons employed in the performance of such Animal Services for the Town of Minturn, pursuant to this agreement, shall be County employees, except for Town personnel used to secure the scene as described in Section 3.

SECTION 8. LIABILITY AND INSURANCE.

- A. The County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the Town or of any officer or employee thereof. Likewise, the Town, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of the County or by any officer or employee thereof.
- B. The County agrees to indemnify, defend and hold harmless to the extent

allowed by law, the Town, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever, arising out of or related to the County's intentional or negligent acts, errors or omissions or that of its agents, officers, servants, and employees, whether contractual or otherwise. Likewise, the Town agrees to indemnify, defend and hold harmless to the extent allowed by law, the County, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever arising out of or related to the Town's intentional or negligent acts errors or omissions or that of its agents officers, servants and employees, whether contractual or otherwise.

- C. The County and the Town shall respectively provide its own public liability, property damage, and errors and omissions insurance coverage as each party may deem adequate and necessary for any potential liability arising from this Agreement. Further, the County and the Town, respectively, shall name, subject to the approval of each respective party's insurance carriers, the other respective party as a co-insured under such insurance policies to the extent of any potential liability arising under this Agreement and, upon reasonable written request, shall furnish evidence of the same to the other respective party.

SECTION 9. TERM AND TERMINATION.

This Agreement is effective January 1, 2010 and shall end on the 31st day of December, 2010. Either party shall have the right to terminate this agreement with or without cause at any time by giving the other party thirty (30) days' prior written notice of termination. Upon termination, the County shall be entitled to compensation for services performed prior to such termination (calculated by prorating the monthly rate for the number of days the County performed General Animal Services and adding all charges for any additional services, including Emergency On Call Services, performed by the County during that time), and both parties shall thereafter be relieved of any and all duties and obligations under this Agreement.

Obligations of the Town of Minturn and the County, respectively, after the current fiscal year, are contingent upon funds for the purpose set forth in this Agreement being appropriated, budgeted and otherwise made available.

SECTION 10. GENERAL PROVISIONS.

- A. Notices. All notices, requests, consents, approvals, written instructions, reports or other communication by the Town of Minturn and the County, under this Agreement, shall be in writing and shall be deemed to have given or served, if delivered or if mailed by certified mail, postage prepaid or hand delivered to the parties as follows:

Town of Minturn:

Town Manager
Town of Minturn
P.O. Box 309
Minturn, Colorado 81645

County of Eagle:

Eagle County Attorney
P.O. Box 850
Eagle, CO 81631

Either party may change the address to which notices, requests, consents, approvals, written instructions, reports or other communications are to be given by a notice of change of address given in the manner set forth in this paragraph A.

- B. This agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either the Town or the County because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.
- C. No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
- D. This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the County or the Town other than those contained herein.
- E. This Agreement shall be binding upon the respective parties hereto, their successors or assigns and may not be assigned by anyone without the prior written consent of the other respective party hereto.
- F. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid Agreement or covenant were not contained herein.
- G. The Town has represented to the County and, likewise, the County has represented to the Town that it possesses the legal ability to enter into this Agreement. In the event that a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter

into this Agreement, this Agreement shall be considered null and void as of the date of such Court determination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

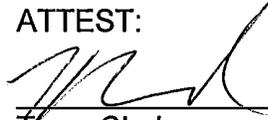
COUNTY OF EAGLE, STATE OF
COLORADO, By and Through Its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: _____ By: _____
Clerk to the Board of Sara J. Fisher, Chairman
County Commissioners

ATTEST:

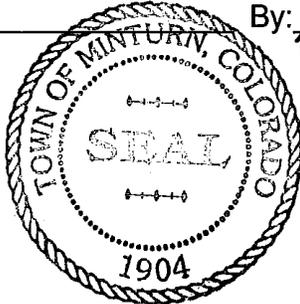
TOWN OF MINTURN



Town Clerk

By: 

Mayor



c:\animal\minturn.con

TOWN OF MINTURN ORDINANCE CHECKLIST

Ord 11 - 2009

FIRST READING

12/16/09 The ordinance shall be introduced and read by title at any regular or special meeting. Copies shall be available to the public.

12/22/09 If the ordinance is approved on first reading, Mayor and Clerk must sign ordinance after first reading. It shall be published in full in a newspaper of general circulation within the Town. The minutes shall reflect number of votes for and against each ordinance.

 If the ordinance is tabled, it shall be reconsidered at subsequent meetings until it is approved with or without amendment or rejected by vote of the Council.

1/6/10 The Council shall set a day, hour and place at which the Council shall hold a public hearing on the ordinance, and notice of such day, hour and place shall be included in the first publication.

SECOND READING

1/6/10 The ordinance shall be introduced a second time at the meeting at which the public hearing on the ordinance is held. The ordinance may be read by title only on second reading. The ordinance may be amended before final approval or rejection by vote of the Council. The text of any such amendment or amendments shall be read in full.

1/13/10 If the ordinance is substantially amended it shall be published in full after final passage. If not amended in substance, it may be published either by title or in full, as the Council may determine, after final passage.

 The minutes shall reflect the number of votes for and against the ordinance.

 A true copy of every ordinance shall be numbered and recorded in the official records of the Town. Its adoption and publication shall be authenticated by the signatures of the Mayor or Mayor Pro Tem and the Town Clerk and by the certificate of publication. Proof of publication for both readings shall be attached to the ordinance.

 The effective date of ordinances is seven (7) days after publication following final passage unless a later date is prescribed in the ordinance.

Jay Brunvand

From: Pam Schultz [PSchultz@eaglevalleyenterprise.com]
Sent: Saturday, December 19, 2009 11:24 AM
To: Jay Brunvand
Subject: RE: Publication

Will publish on Dec 22, 2009

Your account number is:

Please use this number when requesting your publications:

Christmas Deadlines: Deadline for Eagle Valley Enterprise, Vail Daily, is Friday December 18 by noon (12:00 pm) and for the Middle Park Times and Sky Hi News will be Monday December 21 by 5:00 pm.

Pamela J. Schultz
Legal Clerk for Eagle Valley Enterprise, Vail Daily
Middle Park Times and the Sky Hi News
Legal's/Subscriptions
PO Box 450
Eagle, CO 81637
p. 970-328-6656 x2
f. 970-328-6409
email: pschultz@eaglevalleyenterprise.com

Deadlines must be followed and in to the EVE, MPT or VD legal clerk in order for legal's to be published in the time the customer requires. If deadlines are missed, we cannot guarantee your legal will publish on time. So please adhere to the deadlines and follow them as close as

12/21/2009

Jay Brunvand

From: Pam Schultz [PSchultz@eaglevalleyenterprise.com]
Sent: Tuesday, January 12, 2010 9:05 AM
To: Jay Brunvand
Subject: RE:

Jay, I didn't get this. I looked at the email Michelle sent and you have attached to your email, and it has the wrong email address on it. pschultz@eaglevalleyenterprise.com is the correct email. She sent it to pschultz@cmnm.org, which is not a good email. I can put it in the Vail Daily for Wednesday if that will work.

**Your account number is:
Please use this number when requesting your publications:
More information for all newspapers is in the attached document. Please read.**

*wednesday 1/13/10
JB*

Pamela G. Schultz

Legal Clerk for Eagle Valley Enterprise, Vail Daily
Middle Park Times and the Sky Hi News
Legal's/Subscriptions
PO Box 450
Eagle, CO 81637
p. 970-328-6656 x2
f. 970-328-6409
email: pschultz@eaglevalleyenterprise.com

**Eagle Valley Enterprise publishes on Thursdays
Vail Daily – Two days prior to publication by 12 noon.
Thursday @ 12:00 noon for Sunday or Monday publication
Friday @ 12 noon for Tuesday Publication
Monday @12:00 noon for Wednesday Publication
Tuesday @ 12:00 noon for Thursday Publication
Wednesday @ 12 noon for Friday or Saturday Publication**

**Deb Davis: 970-384-9136 x16705
Glenwood Springs Post Independent - 1½ Business Days Prior to Publication**