

TOWN OF MINTURN, COLORADO

RESOLUTION NO. 15 – SERIES 2015

A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN A SERVICE CONTRACT 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;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO THAT THE MAYOR OR HIS DESIGNEE IS AUTHORIZED TO SIGN ON BEHALF OF THE TOWN OF MINTURN ANY AND ALL NEGOTIATED DOCUMENTS REQUIRED TO EXECUTE SAID AGREEMENT.

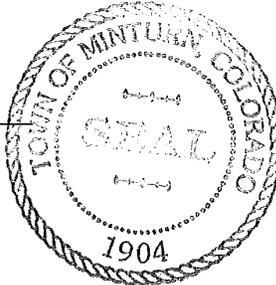
INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 4TH day of October, 2015.

TOWN OF MINTURN

By: *Haukeye 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 _____ day of _____, 2015 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 Section 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 hereby as follows:

SECTION 1. TERRITORY COVERED.

Except for animal sheltering services, the services described herein will be provided within the municipal boundaries of the Town of Minturn..

SECTION 2. DEFINITIONS.

Emergency On-Call Service is defined as any 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 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 Service within the Town of Minturn as follows:

A. General Animal Services shall include:

i. A minimum of 6 hours per month of randomly-scheduled patrols, consisting of inspection tours looking for violations or responding to complaints. The scope of these patrols is to be designed to gain voluntary compliance and uniform administration of the Animal Regulations.

ii. Administration and enforcement of the Town of Minturn Municipal Code Chapter 7 – Article 9 (Animals) presently in effect and as may be subsequently amended to apply for the control and licensing of animals within the Town boundaries. Eagle County Animal Services shall be considered the Animal Control Officer of the Town as defined by Section 7-9-30.

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, as they apply to the Town of Minturn.

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 Town of Minturn Animal Ordinances relating to animal control and licensing now in effect and as amended.

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.

- A. The Town of Minturn agrees to pay the County, monthly, the sum of \$384.00 for General Animal Services.
- B. On Call Emergency Services shall be billed at: \$50.00 per hour.
- C. The Town of Minturn agrees to pay the County on or before the fifteenth day of each month for all General Animal and Emergency On-Call Services rendered the previous month.
- D. All fees and expenses recovered at or for the Shelter will remain with the County.
- E. All court fines and costs will remain with the court of venue.

SECTION 7. PERSONNEL.

- A. 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.
- B. 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.
- C. 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 and the Town shall respectively provide its own 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.
- C. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to either party, its officials, employees, contractors' or agents, or any other person acting on behalf of either party and, in particular,

governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes. This paragraph shall survive termination of this Agreement.

SECTION 9. TERM AND TERMINATION.

A. This Agreement is effective January 1, 2016, and shall end on the 31st day of December, 2016. 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.

B. 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 been 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
P.O. Box 390
Minturn, CO 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.

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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

By: _____
Kathy Chandler-Henry, Chair

Attest:
By: _____
Teak J. Simonton, Clerk to the Board

TOWN OF MINTURN

By: Hankie Flaherty
Mayor

Attest:
By: [Signature]
Town Clerk

