

Animal Shelter Management and Services Agreement

This Animal Shelter Management and Servicing Agreement (hereinafter referred to as this “Agreement”), is made effective as of this 1st day of January 2022, between the Humane Society of Pagosa Springs, a Colorado nonprofit corporation, (hereinafter referred to as the “Humane Society”) and the Board of County Commissioners (hereinafter referred to as the “Board”) of Archuleta County, Colorado (hereinafter referred to as the “County”).

WHEREAS, the Humane Society provides much needed shelter for impounded, strayed and surrendered animals in the County at its shelter facility and the County currently has no facility of its own to care for or shelter such animals; and

WHEREAS, the County, pursuant to Resolution 2020-204 and C.R.S. §30-15-101, *et seq.*, (both of which are attached) is authorized to enter into agreements to provide for the control, impounding, or disposition of dogs which are vicious, not under control or otherwise not in conformity with County ordinances and to provide for the accomplishment of any other aspects of a County animal control resolution; and

WHEREAS, Resolution 2020-204 provides for the impoundment of such animals at the Humane Society and further provides that owners who retrieve such animals from the Humane Society will pay a charge of \$20.00 per dog for everyday such dog has been impounded in addition to an impoundment fee of \$40.00 per dog per impoundment; and

WHEREAS, the Humane Society and the Board desire to have a management and servicing agreement to provide for the Humane Society’s provision of present and future animal and shelter services as authorized by the above-referenced statutes or ordinances and the parties desire to provide for the reimbursement by the County for the provision of such services by the Humane Society.

NOW THEREFORE, in consideration of the mutual covenants and promises, the Parties agree as follows:

1. “Services”, as used herein, shall mean the holding and caring of impounded and strayed or abandoned animals; providing necessary food, sustenance and health care including vaccinations and physical exams as may be needed; providing adoption services for suitable animals through advertising and the Humane Society’s web site; humanely disposing of animals which cannot be so placed; and all the administrative work that is associated with caring for stray and impounded animals. Archuleta County law enforcement officials or contracted animal control officers will have access to the shelter 24 hours a day, seven days a week. Kennels provided by the Humane Society will be made available inside the shelter for after-hours impounds.

2. The Humane Society agrees to provide the Services, as defined above, on behalf of the Board at its Pagosa Springs, Colorado facility. In addition, the Humane Society agrees to join with public officials and the public in general in dissemination of information to the public concerning the need for the proper care and treatment for all stray dogs and cats, and to advocate the prevention of needless birth of unwanted dogs and cats.
3. For the next 5 (five) calendar years, starting on January 1st, 2022 and ending on December 31st, 2026, the Board agrees to guarantee the Humane Society an increase of 15% compounded per year. The starting 2022 service agreement amount shall be \$57,500.00 for their provision of the Services described above for dogs impounded by Archuleta County law enforcement or animal control officers and for stray animals from within the unincorporated areas of Archuleta County. Such minimum reimbursement shall be comprised of amounts paid directly by the County as follows:
 - a) The County shall pay to the Humane Society on a quarterly basis and no later than 25 days after the beginning of each quarter. Each payment will be 25% of the amount guaranteed per year.
 - b) The Humane Society shall provide to the Board a Dog Intake/Disposition Log, in support of an itemized Invoice on or before the 15th day of January, April, July and October 2022 and the Board shall make the appropriate quarterly payment within twenty-five days thereafter.
4. In the event that the Humane Society provides the Services defined above to more than 400 dogs from within the unincorporated areas of Archuleta County that are impounded by Archuleta County law enforcement or animal control officers or delivered by citizens as stray animals during the calendar year comprising this Agreement, the Board agrees to reimburse the Humane Society \$75.00 for each extra dog over 400. The Board agrees to pay such charges to the Humane Society within twenty-five days of the end of the calendar year along with the final quarterly payment. The parties understand and agree that the amount of \$75.00 per dog shall not be used by either party for the purposes of negotiating any future agreement between the Humane Society and the Board.
5. In the event that animal control impounds a dog or cat and desires to institute a rabies hold, an aggression hold or obtain a Court-Ordered hold on the animal, the County shall be responsible to the Humane Society for one-half of all such related charges that the Humane Society is unable to collect from the Owner or Custodian of the animal. In such cases, the Humane Society would bill the County quarterly for one-half of the uncollected impoundment fee of \$40.00 per impound and one-half of the uncollected holding costs of \$20.00 per day per animal during the respective time frames identified in Paragraph 3 above. In the event Archuleta County law enforcement officials or contracted animal control officers pick up a dog or cat that is injured or sick, that animal will be taken

directly to an available veterinarian for examination and treatment and not to the Humane Society animal shelter. The County shall be responsible for any costs associated with the initial veterinarian examination and treatment if the owner of the animal cannot be identified or the owner fails to pay such costs, and the County, at its discretion, shall have responsibility for determining the disposition of the animal after consultation with the veterinarian. If, after initial examination and treatment, the animal is deemed sufficiently well by the attending veterinarian it may be placed at the Humane Society animal shelter in accordance with the parameters of this Animal Services Agreement.

6. The Board agrees to pay the Humane Society an impoundment fee of \$40.00 per impound and the sum of \$20.00 per day up to a maximum of five days for Services should the Humane Society be requested by any authorized County Sheriff's Office official to accept in their care cats from the unincorporated areas of Archuleta County and upon agreement by the Humane Society to accept such cats. Generally speaking, a request of this type will be rare. An exception will be any cat impounded for a rabies hold or aggression hold or a Court-Ordered hold, for which the language of Paragraph 5 above shall apply. If, after posting a public notice concerning the cat for five (5) days, or some other effort to determine or contact the owner, the owner does not come forward to claim a cat so impounded, paying the necessary fees, costs and penalties imposed by the Humane Society for the impoundment of such cat, the cat shall be deemed abandoned and may be disposed of by the Humane Society by placement for adoption, transfer or euthanasia, in accordance with the policies of the Humane Society. The Board agrees to reimburse the Humane Society \$20.00 for each impounded cat that is deemed to be unadoptable because of health reasons or that must otherwise be euthanized. For each cat that must be euthanized as set forth above, the Board shall also reimburse the Humane Society \$20.00 for cremation of such cat. The Humane Society shall bill the Board quarterly for the provision of such services at the same time it provides the billing information provided for in Section 3 above and the Board agrees to pay such charges to the Humane Society within twenty-five days of receipt of such invoice.
7. Pursuant to the provision of Section 5.2.4, County Resolution 2020-204, if no owner appears to claim an impounded or stray dog and pay the necessary fees, costs and penalties imposed by the Humane Society for the impoundment of such dog within five (5) days of posting a public notice concerning the dog, or making some other effort to determine or contact the owner, the dog shall be deemed abandoned and may be disposed of by the Humane Society by placement for adoption, transfer or euthanasia, in accordance with the policies of the Humane Society. The Board agrees to reimburse the Humane Society \$30.00 for each impounded or stray dog that is deemed to be unadoptable because of health reasons or that must otherwise be euthanized. For each dog that must be euthanized as set forth above, the Board shall also reimburse the Humane Society \$35.00 for cremation of such dog. The Humane Society shall bill the Board quarterly for the provision of such services at the same time it

provides the billing information provided for in Section 3 above and the Board agrees to pay such charges to the Humane Society within twenty-five days of receipt of such invoice.

8. The Executive Director of the Humane Society shall have discretion to waive any impound fees, costs or penalties owed by any owner to obtain the release of the animal. Release of the animal back to the owner will be subject to the Rules and Regulations of the Humane Society.
9. Under County Resolution 2020-204 and Paragraph 3 above, any dog not claimed within five (5) days after the notification process is complete shall be deemed abandoned and may be disposed of by the Humane Society. The County and Humane Society acknowledge that some owners cannot always afford to pay impound and other related fees to retrieve their pets. The Executive Director of the Humane Society may decide to discount the impound and holding fees for any animal held for more than ten (10) days and adopt the animal back to the owner under the Rules and Regulations of the Humane Society. This provision would require that any animal to be adopted back to its owner be implanted with a microchip and sterilized.
10. The Humane Society will be solely responsible for providing its own cost of fund-raising and such fund-raising cost shall not be part of the cost that the Humane Society seeks reimbursement from the County.
11. The Humane Society shall indemnify and hold the Board and/or the County harmless from and against any and all claims, demands or actions, including all attorney's fees that may be incurred by the Board and/or the County or which may be brought against the Board and/or the County as a result of the impoundment, holding or caring for dogs pursuant to the terms of this Agreement and/or as a result of the action or inaction of the Humane Society with regard to any impounded or strayed dog once said animal is under the care and control of the Humane Society staff and provided that the animal has been received by the Humane Society staff in good health and condition.
12. The Humane Society shall carry an adequate amount of insurance for the benefit of and to protect itself against all claims, demands, causes of action or judgments, and from all expenses that may be incurred in the performance of this Agreement.
13. The prevailing party in any action to enforce the terms and conditions of this Agreement shall collect all reasonable costs and expenses incurred in such action, including, but not limited to, reasonable attorney's fees.
14. The terms of this Agreement shall become effective January 1st, 2022, and shall be renewable every 5(five) consecutive years, through 2026 upon the same terms, except that the rates of compensation may be modified, as well as the

minimum sum provided in section 3. The renewal shall be effectuated by an Amendment, showing the new rates of compensation and the new minimum sum provided per section 3, and that amendment being properly approved by both the Board of County Commissioners and the Executive Director of the Human Society. In the event this Agreement has not been renewed by the term expiration date, the terms of this Agreement shall continue on a month-to-month basis until such time as a new Agreement has been reached between the parties and Board shall pay Humane Society the adjusted monthly rate from the previous agreement for the services to be provided herein, as such amount may be adjusted per the provisions of Paragraph 3 above.

15. In the event either party fails to complete its respective duties and obligations hereunder, the other party may declare a default and provide written notice of its intent to terminate the contract within 30 days. Should the defaulting party cure the conditions arising out of the default within the 30-day period, the contract will continue in full force and effect.

16. General Provisions

- a. If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete there from the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected.
- b. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same original instrument.
- c. The terms and conditions of this Contract shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Contract, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Archuleta County, Colorado.
- d. This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all prior oral representations, promises, covenants, understandings or other agreements, if any, between the parties and their agents and may not be modified in any manner except by an instrument in writing executed by all parties hereto.
- e. All provisions regarding participation in future years and payments under this Agreement in future years are subject to budgetary appropriations by the Board under the Local Government Budget Law of Colorado.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals effective as of the day and year first above written.

HUMANE SOCIETY OF PAGOSA SPRINGS

By: _____
Executive Director

Date: _____

BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY

By: _____
Chairman, Board of County Commissioners

Date: _____