



INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION OF AN ANIMAL SHELTER

THIS Intergovernmental Agreement for the Operation of an Animal Shelter (“Agreement”) is entered into effective on January 1, 2018, between Gilpin County and Clear Creek County, both political subdivisions of the state.

The circumstances leading to this Agreement include:

- A. Both parties are authorized to enter into this Agreement pursuant to Article XIV, §18 of the Colorado Constitution and §29-1-201, CRS. Both parties are authorized to construct and maintain and provide the services of an animal shelter within their respective jurisdictions pursuant to §30-15-101, et seq., CRS.
- B. The Clear Creek County Sheriff supervises operation of an animal shelter known as the “Clear Creek County & Gilpin County Animal Shelter,” aka “Charlie’s Place,” as provided in an intergovernmental agreement between the parties effective January 4, 2005, as amended (“Animal Shelter”). The intergovernmental agreement expires December 31, 2017.
- C. Gilpin County desires to continue to use and contribute to the cost of operating the subject animal shelter facilities.
- D. To the extent possible, the Clear Creek County Animal Shelter is a no-kill shelter and attempts to find homes for unredeemed animals. However, the County performs or causes to be performed euthanasia on all impounded animals which are not redeemed or adopted, but no earlier than 10 days after impoundment unless the circumstances require it.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein the parties agree as follows:

1. **TERM:**

This Agreement is effective January 1, 2018, and shall continue in effect until midnight, December 31, 2027, of the year in which falls the 10th anniversary of completion of the new animal shelter contemplated herein.

2. **CONTRIBUTIONS TO OPERATING COSTS OF FACILITY:**

During the term hereof, Gilpin County will contribute 20% of the operating cost of the shelter beginning with its completion, payable at least quarterly in arrears (“Operating Contribution”), payable within 30 days of invoicing. In addition to the 20% contribution, Gilpin County shall pay all costs associated with impoundment of Gilpin animals for periods in excess of the 10 days specified in recital D, not exceeding an additional 20 days as specified in paragraph 6 hereof. Clear Creek County is responsible for the balance of the operating cost but it may seek contributions from other public and private agencies.

3. **OPERATIONS RESPONSIBILITY:**

The shelter will be operated by Clear Creek County which shall have exclusive authority with respect to day-to-day operations, including staffing and care. Visitation, adoption and retrieval policies and procedures with respect to animals in Gilpin County’s custody shall be determined by Clear Creek County in consultation with Gilpin County. Clear Creek County will consult with



Gilpin County with respect to shelter operations policies and procedures, which consultation shall include the boards meeting jointly at least once annually to discuss the same.

4. GILPIN COUNTY USE OF ANIMAL SHELTER; RESPONSIBLE PERSONS:

The shelter will be used to provide animal shelter services for Gilpin County Animals (meaning animals found in Gilpin County, identified as belonging to a Gilpin County resident or deposited with the animal shelter by a Gilpin County resident) during the term hereof, subject to the capacity of the shelter to adequately care for Gilpin County Animals. The shelter will be available for impoundments by Gilpin County at all times (although it will not be staffed at all times).

Notwithstanding the 10-day period specified in recital D, for a period of thirty (30) days beginning with the impoundment of a Gilpin County Animal, the animal will be regarded as being in the custody of Gilpin County, and disposition of the animal during that period will be at the discretion of Gilpin County; provided, however, that Clear Creek County may euthanize an animal during that period pursuant to court order or if in its judgment or that of the consulting veterinarian such disposition is appropriate in accordance with §35-80-106.3, CRS. Thereafter an animal originally in Gilpin County custody shall be deemed to be in the custody of Clear Creek County and its disposition will be at the discretion of Clear Creek County.

Custody decisions will be made by the County Sheriff of the respective parties or his/her designee(s).

5. ENFORCEMENT OF GILPIN COUNTY ORDINANCE 16-01 FOR THE CONTROL AND LICENSING OF DOGS:

No Gilpin County Animal will be released from impoundment without payment of all fees and costs identified in Section IV.E and V.C. of Gilpin County Ordinance #16-01 for the Control and Licensing of Dogs. If this Ordinance is amended or superseded, Gilpin County promptly will give Clear Creek County a copy of the new or amended Ordinance

6. TRANSFER OF ANIMAL SHELTER:

During the term hereof, Clear Creek County may convey title to the Animal Shelter or delegate some or all operations of it to an entity other than Clear Creek County. This agreement automatically will terminate on the effective date of such a conveyance or delegation.

7. SHELTER IDENTIFICATION:

During the term hereof, the new shelter shall be identified as the "Clear Creek County & Gilpin County Animal Shelter" or words to like effect, subject to its being given a primary name honoring the donor of the land (or as otherwise designated by that donor). That identification will be displayed on an identification sign(s) on the property or building.

8. TABOR COMPLIANCE:

All obligations hereunder are subject to annual appropriation therefor in accordance with the Colorado Local Government Budget Law. In the event a party does not appropriate to meet its obligations hereunder it shall immediately inform the other party.

9. INTEGRATION:

This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement except



as expressly provided with respect to the 1999 IGA. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement.

WHEREFORE, the parties have executed this Agreement effective as of the date set forth above.

Clear Creek County, by and through its Board of County Commissioners

Gilpin County, by and through its Board of County Commissioners

By:
Timothy J. Mauck, Chair

By:
Gail Watson, Chair

ATTEST:

Deputy County Clerk

ATTEST:
 /
Deputy County Clerk

APPROVED:

Rick Albers, Sheriff
Clear Creek County

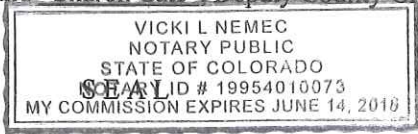
APPROVED

Bruce W. Hartman, Sheriff
Gilpin County

ACKNOWLEDGMENT

STATE OF COLORADO)
)ss.
COUNTY OF Gilpin)

The foregoing Intergovernmental Agreement was acknowledged before me this 5 day of December, 2017, by Gail Watson, Chair, Bruce W. Hartman, Sheriff, and Sharon Cate, Deputy County Clerk, County of Gilpin.



Notary

My commission expires: 6/14/18