

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 7, SERIES 2022**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF BERTHOUD AND THE TOWN OF TIMNATH
CONCERNING A JOINT AGREEMENT FOR ANIMAL CONTROL SERVICES
WITH LARIMER HUMANE SOCIETY**

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions;

WHEREAS, at the present time, BERTHOUD and TIMNATH provide some of their own animal control services, and each Town also has an arrangement with LARIMER HUMANE SOCIETY that LARIMER HUMANE SOCIETY will respond only to calls authorized by the Town;

WHEREAS, LARIMER HUMANE SOCIETY is a non-profit entity under 501(c)(3) of the Internal Revenue Code serving Northern Colorado communities through a broad range of animal-related issues, such as animal control, care, sheltering, impound, lost and found, and licensing;

WHEREAS, the Parties want to achieve shared efficiencies and benefits by collaborating and cost-sharing as to the animal control services described herein, as well as state their intent, agreement, rights, and obligations related thereto;

WHEREAS, the Colorado Constitution (Article XIV, Section 18) and Colorado statutes (Title 29, Article 1, Part 2) permit and encourage governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other;

WHEREAS, under C.R.S. § 29-1-203, the Parties are hereby contracting with one another to share costs related to a function, service, or facility lawfully authorized to each; this Agreement will be authorized by the Parties’ respective governing boards having power to so approve; ; and this Agreement sets forth the purposes, powers, rights, obligations, and the responsibilities, financial or otherwise, of the contracting Parties;

WHEREAS, The Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

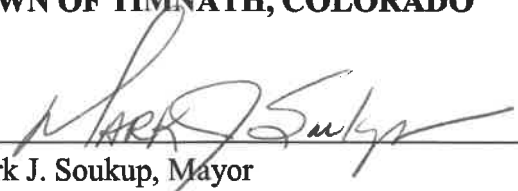
Section 1. Approval

The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town

Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON FEBRUARY 22, 2022.

TOWN OF TIMNATH, COLORADO



Mark J. Soukup, Mayor

ATTEST:



Milissa Peters-Garcia, CMC
Town Clerk



EXHIBIT A

Agreement

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF BERTHOUD AND THE TOWN OF TIMNATH
CONCERNING A JOINT AGREEMENT FOR ANIMAL CONTROL SERVICES
WITH LARIMER HUMANE SOCIETY**

THIS INTERGOVERNMENTAL AGREEMENT (“the Agreement”) is entered into by and between the TOWN OF BERTHOUD (“BERTHOUD”) and the TOWN OF TIMNATH (“TIMNATH”). BERTHOUD and TIMNATH are referred to herein collectively as “the Parties” or “the Towns” or individually as a “Party” or a “Town”.

RECITALS:

WHEREAS, BERTHOUD is a municipality located in both Larimer County, Colorado and Weld County, Colorado;

WHEREAS, TIMNATH is also a municipality located in both Larimer County, Colorado and Weld County, Colorado;

WHEREAS, at the present time, BERTHOUD and TIMNATH provide some of their own animal control services, and each Town also has an arrangement with LARIMER HUMANE SOCIETY that LARIMER HUMANE SOCIETY will respond only to calls authorized by the Town;

WHEREAS, LARIMER HUMANE SOCIETY is a non-profit entity under 501(c)(3) of the Internal Revenue Code serving Northern Colorado communities through a broad range of animal-related issues, such as animal control, care, sheltering, impound, lost and found, and licensing.

WHEREAS, the Parties want to achieve shared efficiencies and benefits by collaborating and cost-sharing as to the animal control services described herein, as well as state their intent, agreement, rights, and obligations related thereto;

WHEREAS, the Colorado Constitution (Article XIV, Section 18) and Colorado statutes (Title 29, Article 1, Part 2) permit and encourage governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other;

WHEREAS, under C.R.S. § 29-1-203, the Parties are hereby contracting with one another to share costs related to a function, service, or facility lawfully authorized to each; this Agreement will be authorized by the Parties’ respective governing boards having power to so approve; ; and this Agreement sets forth the purposes, powers, rights, obligations, and the responsibilities, financial or otherwise, of the contracting Parties;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Preamble. The Parties agree that the Recitals set forth above are true and correct and those recitals are hereby incorporated into the body of this Agreement.

2. Effective Date. This Agreement shall be presented to the appropriate governing boards of the Parties and shall become effective upon approval and signature by both Parties.

3. Approval of Joint Agreement. Each Party has reviewed and approved the terms of the Joint Agreement for Animal Control Services with LARIMER HUMANE SOCIETY (“the Joint Agreement”), a copy of which is attached hereto as Exhibit A. Each Party hereby authorizes and empowers its Town Administrator, Town Manager, or other designee to execute the Joint Agreement.

4. Cost and information sharing. The Parties shall each fund the total annual obligation set forth in the Joint Agreement in their respective annual budget based on a split to which they will agree annually, with the split in the initial year as follows:

Berthoud	\$34,746.04
Timnath	\$34,504.04

Any report that LARIMER HUMANE SOCIETY provides a Party pursuant to the Joint Agreement is not confidential and shall be shared between the Parties.

5. Term. This Agreement shall continue in full force and effect until terminated by either party. In order to terminate this Agreement, either party must give written notice to the other party of its intent not to renew at least one hundred eighty (180) days prior to expiration. If, through any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, the non-breaching party shall have the right to terminate this Agreement for cause upon thirty (30) days written notice; provided, however, that the breaching party shall have the right to cure such breach within said thirty (30) day period.

6. Liability. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations any Party may have under the Colorado Governmental Immunity Act (Sec. 24-10-101, C.R.S. *et seq.*) or of any other defenses, immunities, or limitations of liability available to either of the parties.

7. Relationship of the Parties. The Parties enter into this Agreement as separate and independent governmental entities and shall maintain such status throughout the term of this Agreement. Nothing contained herein shall be construed as a waiver or modification of the rights afforded any Party under Colorado law. Nothing in this Agreement shall be deemed to create a

partnership between any of the Parties or to create any agency relationships or any joint venture.

8. Amendment. No amendment or other modification of this Agreement shall be valid unless pursuant to a written instrument signed by the Parties.

9. Assignment. The benefits and burdens under this Agreement may not be assigned by a Party without the advance, written consent of the other. Any purported assignment without such consent is void and of no effect.

10. Parties to Exercise Good Faith. The Parties agree to devote their best efforts and to exercise good faith in implementing and adhering to the provisions of this Agreement.

11. Time is of the Essence. The Parties agree time is to be of the essence of this Agreement.

12. Intent of Agreement. This Agreement is intended to describe rights and responsibilities only as between the Parties hereto. It is not intended to and shall not be deemed to confer any right, legal or equitable, to enforce any provision of this Agreement to any persons or entities not named as Parties herein.

13. Non-appropriation. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the County not performed in the current fiscal year shall be subject to annual appropriation of funds by the County's governing body. Should sufficient funds not be appropriated for the County's performance in future fiscal years this agreement shall terminate and be of no further force or effect.

14. Notices. All notices provided for under this Agreement shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by email or certified mail, return receipt requested, and sent to the following addresses:

If to BERTHOUD:

Attention: Chris Kirk, Town Administrator
Town of Berthoud
807 Mountain Avenue
Berthoud, CO 80513
Phone: (970) 344-5819
E-Mail: CKirk@berthoud.org

If to TIMANTH:

Town Manager
4750 Signal Tree Dr.
Timnath, CO 80547
aadams@timnathgov.com

15. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Colorado. The Parties acknowledge that there are legal constraints imposed upon the Parties by the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States, and that, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provisions of this Agreement to the contrary, in no event shall the Parties hereto exercise any power or take any action which shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law.

16. Counterparts. This Agreement may be executed by original, scanned, or facsimile signatures. Counterpart signatures shall have the same force and effect as if all signatures appeared on the same original.

17. Entire Agreement of the Parties. This Agreement contains the entire agreement between the Parties and shall be binding upon them and their successors.

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

TOWN OF BERTHOUD

By _____
William Karspeck, Mayor

ATTEST:

Christian Samora, Town Clerk

APPROVED AS TO FORM:

Erin Smith, Attorney for Town

TOWN OF TIMNATH

By _____
Mark Soukup, Mayor

ATTEST:

Mikisio Peltis Garcia
Deputy Clerk or Secretary

APPROVED AS TO FORM:

Lori Graham, Attorney for Town

**JOINT AGREEMENT
FOR ANIMAL CONTROL SERVICES**

THIS JOINT AGREEMENT ("Agreement") is made and entered into this ___ day of February 2022, by and between the Parties, who are: TOWN OF BERTHOUD ("BERTHOUD") and the TOWN OF TIMNATH ("TIMNATH"), together on the one hand, and the LARIMER HUMANE SOCIETY, a Colorado non-profit corporation ("Society"), on the other hand. BERTHOUD and TIMNATH are referred to collectively as "the Towns" and individually as "Town."

WHEREAS, the Society is dedicated to the safe and humane treatment of animals consistent with each Town's respective Municipal Code ("the applicable Municipal Code") and policies; and

WHEREAS, the Society employs trained, qualified persons to handle animals within its custody; and

WHEREAS, the Towns desire to jointly engage the Society to furnish animal-control services for the Towns within their respective borders;

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

1. Initial Term and Renewal. This Agreement shall be effective from the date of execution until December 31, 2022 ("the Initial Term"), unless earlier terminated or extended as provided herein. Upon expiration the Initial Term, this Agreement will be deemed to automatically renew for four (4) successive one-year terms subject to paragraphs 16 and 20.a, unless either Town gives written notice to the Society of intent not to renew at least ninety (90) days prior to expiration. Upon termination, the Society shall be due and owing all amounts due for services rendered in accordance with this Agreement through the effective date of termination.
2. Services. During the term of this Agreement, the Society shall:
 - a. Provide the Towns with animal shelter services as set forth in paragraph 6, below.
 - b. Engage the services of a doctor of veterinary medicine licensed to practice in the State of Colorado to provide twenty-four (24) hour emergency services to animals impounded from the Towns.
 - c. Provide an animal control officer to serve both Towns per an enforcement schedule described in paragraph 5.
 - d. Provide the animal-control officer with a uniform that clearly identifies the officer as such.

- e. Provide and maintain equipment, instruments, and supplies necessary to the effective, efficient performance of the animal control officer and operation of the shelter.
 - f. Provide a public education program in each Town to its residents regarding the Society's services and each Town's animal-control ordinances.
 - g. Furnish to each Town's residents humane animal traps for trapping domestic animals, and, at the discretion of the Society, trapping wild animals, subject to the residents' payment of a deposit, daily rental fee, and availability.
 - h. Retrieve and dispose of dead animals weighing less than one hundred pounds (100 lbs) from public areas, including streets and parks. For purposes of this Agreement, public areas include Town owned property held open and made accessible to the public for recreational activities. Private property and open spaces owned and maintained by private citizens, businesses, associations, and corporations are specifically excluded from this paragraph.
 - i. Upon the payment of a pre-determined fee based on the animal's weight, dispose of dead dogs, cats, and other animals of similar size that are brought to the Society's facilities by each Town's residents.
 - j. Respond to calls regarding livestock within each Town and remove livestock from roadways and temporarily confine or restrain livestock, if possible, pending action by the applicable Town's Police Department or State Brand Inspector.
 - k. Retrieve sick, injured, and orphaned wildlife of a size smaller than an adult coyote.
 - l. Establish procedures to address each Town's residents' complaints regarding the Society's services and correct deficiencies, if any. Such procedures shall provide that complaints be reviewed by Society personnel not directly involved in the situation giving rise to the complaint and, if a satisfactory resolution cannot be reached, for mediation by a disinterested third party. Each Town shall immediately forward all residents' complaints to the Society for resolution according to the procedures established pursuant to this subparagraph.
3. Compensation. In consideration of the services provided by the Society hereunder, the Towns shall pay the Society the total sum of sixty-nine thousand two hundred and fifty dollars and eight cents (\$69,250.08), per the terms of the Towns' Intergovernmental Agreement, as may be amended, setting forth the terms of their sharing of the cost of this Agreement ("IGA"). Said sum shall be paid in twelve (12) monthly installments of five thousand seven hundred and seventy dollars and eighty-

four cents (\$5,770.84) on or before the 15th day of the month for which such installment is owed.

4. Commission to Enforce Ordinances. Each Town's Chief of Police, or its equivalent, shall commission the Society's animal-control officers to enforce the Town's animal-control ordinances in the applicable Municipal Code. All costs associated with such commissions shall be paid by the applicable Town. The commissioned animal-control officers shall be authorized to serve summonses and complaints, which shall be filed in the local municipal court. Each Town shall instruct said officers regarding enforcement of the Town's animal-control ordinances. Said officers shall not enforce or be authorized to enforce any Town ordinance other than those related to animal control.

5. Enforcement Schedule.
 - a. Regular Schedule. One (1) animal-control officer and vehicle shall be in service eight (8) hours per day, five (5) days per week on a schedule mutually agreed upon by the Parties, provided, however, that this requirement may be waived for exigent circumstances (e.g., weather conditions). The Society shall notify the Towns as soon as practicable when unable to place an animal control officer in service due to exigent circumstances. Service schedules shall be based upon call load studies of the Society's animal control activities within the Towns and shall be flexible to enable the Society to provide animal control services to the Towns in the most effective and efficient manner. Notwithstanding anything herein to the contrary, the Society shall not be required to provide services on Christmas, Thanksgiving, or New Year's Day if designated as a holiday pursuant to subparagraph 5.c, below.

 - b. Emergencies. As set forth below, the Society shall provide the Towns with services outside of the Regular Schedule ("Emergencies"). Time spent on Emergencies may be flexed from regular duty hours. An animal control officer shall not be required to be within the Towns while on call to provide emergency services, provided, however, that such officer must be able to respond to Emergencies within the Towns in a timely manner. The following shall constitute Emergencies requiring services:
 - (i) Injured domestic animals. The Society shall attempt to provide emergency medical treatment to all injured domestic animals. Injured animals that, in the opinion of a licensed veterinarian, have sustained terminal injuries and are suffering may be euthanized prior to the end of the impoundment period set forth by applicable statute or Municipal Code.

 - (ii) Animals acting in a vicious manner, if defined in the applicable Municipal Code.

- (iii) An animal whose owner has been detained by law-enforcement officials or any governmental agency and whose welfare depends on being placed into protective custody. If the owner is arrested, impoundment fees may apply. Where protective custody is taken of an animal in the event of an emergency or natural disaster, impoundment fees may be waived.
 - (iv) Any other situation reasonably deemed to be an emergency by the applicable Police Chief and approved by the Society's Chief Executive Officer or Director of Animal Protection and Control and reasonably related to the services provided hereunder.
 - (v) Pick up of stray domestic animals in custody when another solution cannot be found.
 - (vi) Pick up sick and/or injured wild animals (coyote or smaller) which pose a health or safety risk to the public.
- c. Holidays. The Society may designate up to ten (10) days per year as holidays on which calls relating to animal control shall be handled on an emergency basis only, provided, however, that no two days in a row shall be designated as holidays unless one of the two days is Christmas Day or Thanksgiving Day, and provided further, that the Fourth of July shall not be designated as a holiday due to the many animal-related problems that occur on that day.

6. Animal Shelter Operation.

- a. The Society shall operate an animal shelter at 3501 East 71st Street, Loveland, Colorado. In operating the shelter, the Society shall:
 - (i) Comply with all applicable laws, regulations, ordinances, and administrative directives.
 - (ii) Provide and maintain such facilities, instruments, and equipment necessary to operate the shelter in a sanitary, safe, and efficient manner.
 - (iii) Accept from the Towns dogs, cats, and other animals of similar size for impoundment.
 - (iv) Establish, keep, and maintain a daily register and case history of all animals impounded from the Towns and released from the shelter on forms mutually acceptable to the Parties. Said registry shall meet the requirements of the applicable Municipal Code.

- b. The Society shall not release or otherwise dispose of any non-suffering animal impounded at the shelter before the impoundment periods prescribed by the applicable statute or Municipal Code have been satisfied.
- c. In the event any animal is held for the purpose of observation for the presence of rabies, the animal shall be held for such time as directed by the Town, which time shall not be less than ten (10) days or such greater time as may be provided in the applicable Municipal Code and Colorado Revised Statutes. Any compensation received by a Town from an owner for the holding of an animal as provided in this paragraph shall be paid to the Society.
- d. No animal shall be released to its owner by the Society unless all requirements of the applicable Municipal Code, including owner's payment of impoundment fees and license fees, have been complied with. Notwithstanding the above, the Society shall be entitled to waive impoundment fees in the case of hardship or protective custody.
- e. The Society shall submit reports to the Towns on a quarterly and annual basis that include the following information, by Town, in regard to the previous quarter or year, as applicable:
 - (i) Number of licenses issued.
 - (ii) Number of calls for Society services.
 - (iii) Average response time per call for non-priority calls and priority calls.
 - (iv) Number of animals impounded.
 - (v) Number of impound days for animals impounded.
 - (vi) Number of hours spent by Society personnel on priority and non-priority calls.
 - (vii) Number of animals euthanized on premises.
 - (viii) Number of residents participating in Society educational programs.
 - (ix) Number of complaints received from residents regarding enforcement or other services provided by the Society and the disposition of such complaints.
- f. The Society shall provide the Towns with quarterly and annual financial reports by Town that shall include, without limitation, an accounting of all license and impoundment fees collected hereunder.

- g. The Society shall routinely send to the Towns copies of all special reports or studies that the Society provides to its members or the public.

7. Audits.

- a. The Society shall cause an independent accounting audit to be performed by a certified public accountant on an annual basis at the Society's sole cost. A copy of the audit shall be available to the Towns.
- b. The Society agrees to make its financial and statistical records available to the Towns upon request for the purpose of conducting an audit to assess the Society's performance of the terms of this Agreement. Such audit shall be conducted during the Society's normal business hours on the Society's premises at the sole cost of the Towns.

8. Weapons.

- a. The animal control officer shall not carry guns, rifles, or firearms, other than tranquilizer guns, while working within the Towns. In the event the animal control officer finds it necessary to use a weapon to destroy a vicious animal, the officer shall notify the applicable Police Department to respond and assist prior to the animal's destruction.
- b. The animal-control officer may carry collapsible batons and pepper spray for the sole purpose of defending themselves against vicious animals. Said officer shall be required to attend and successfully complete training on the use of collapsible batons and pepper spray.

9. License and Impoundment Fees. The Society shall charge and collect all license fees established by each Town's Board or Council. All other fees, including impoundment fees and cost of care fees, related to the Society's operation shall be established pursuant to the applicable Municipal Code, as amended from time to time. The Society shall be entitled to retain all license, impoundment, and cost of care fees collected hereunder.

10. Legal Process. When appropriate, the Society shall write and serve legal process upon persons desiring to reclaim impounded animals.

11. Court Fines. The parties understand and agree that all fines collected by the applicable Municipal Court resulting from a criminal violation of the applicable Municipal Code shall be retained by the Towns.

12. Timely Performance. The parties understand and agree that the timely performance of the provisions of this Agreement is of the essence, and the failure of any party to so perform shall constitute a breach of this Agreement.

13. Applicable Municipal Code. The Society shall comply with all provisions of the Municipal Code applicable in each Town, as amended from time to time, and available via the Town's website. The parties acknowledge that the terms and conditions of this Agreement are, in part, based upon the Society's expectation that the Town's ordinances in the applicable Municipal Code authorizing license and impoundment fees shall remain in effect and that the Society may retain said fees in accordance with paragraph 9 above.
14. Monitoring and Evaluation. The Towns reserve the right to monitor and evaluate the Society's performance to ensure that the terms of this Agreement are being satisfactorily met in accordance with their and other applicable monitoring and evaluating criteria and standards. The Society shall cooperate with the Towns relating to such monitoring and evaluation.
15. Independent Contractor. The parties agree that the Society shall be an independent contractor and shall not be an employee, agent, or servant of the Towns. **The Society is not entitled to workers' compensation benefits from the Towns and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, if applicable.** The Society shall be solely responsible for the Society's employees' compensation and benefits.
16. Appropriation. This Agreement shall be subject to annual appropriation and budget by each Town. The Towns shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made. The Society shall have no obligation to continue this Agreement in any fiscal year in which either Town fails to make such appropriation.
17. Insurance.
 - a. Comprehensive General Liability Insurance. The Society shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring the Society and naming each Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the services with at least Two Million Dollars (\$2,000,000) each occurrence.
 - b. Comprehensive Automobile Liability Insurance. The Society shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring the Society and naming each Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by the Society which are used in connection with this Agreement, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least Two Million Dollars (\$2,000,000).

- c. Other Insurance. During the term of this Agreement, the Society shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law.
 - d. Terms of Insurance.
 - (i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as the Society deems reasonable for the Services, but in no event greater than Twenty Thousand Dollars (\$20,000). No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Towns. The Society shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal the Society changes to "occurrence," the Society shall carry a 182 day tail. The Society shall not do or permit to be done anything that shall invalidate the policies.
 - (ii) The policies described in subparagraphs 17.a and b above shall be for the mutual and joint benefit and protection of the Society and the Towns. Such policies shall provide that the Towns, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of the Society, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Towns may carry.
 - e. Evidence of Coverage. Before commencing work under this Agreement, the Society shall furnish to the Towns certificates of insurance policies evidencing insurance coverage required by this Agreement. The Society understands and agrees that the Towns shall not be obligated under this Agreement until the Society furnishes such certificates of insurance.
18. Governmental Immunity Act. Nothing herein shall be deemed to be a waiver of any sovereign immunity or the limitations on liability or the protections afforded each Town as set forth in the Colorado Governmental Immunity Act or other applicable laws granting similar protection.
19. Termination.
- a. For Convenience. Upon expiration the Initial Term, this Agreement will be deemed automatically renew for four (4) successive one-year terms subject to paragraphs 16 and 20.a, unless the Towns give written notice to the Society of

intent not to renew at least ninety (90) days prior to expiration. Upon termination, the Society shall be due and owing all amounts due for services rendered in accordance with this Agreement through the effective date of termination.

- b. For Cause. If, through any cause, any party fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, any non-breaching party shall have the right to terminate this Agreement for cause upon thirty (30) days written notice; provided, however, that the breaching party shall have the right to cure such breach within said thirty (30) day period. In the event of such termination by either Town or by the Society, the Towns shall be liable to pay their respective payment amounts pursuant to the IGA to the Society for services performed as of the effective date of termination. In no event shall either Town be liable to pay amounts owed by the other Town pursuant to this Agreement.

20. Renewal.

- a. The Towns and the Society shall annually renegotiate the compensation due under paragraph 3 based upon the prior year's experience so that the Towns can budget and appropriate for the next fiscal year.
- b. If the parties are unable to reach an agreement for the next year by the end of the year covered by this Agreement, then upon the expiration of the term of this Agreement, and notwithstanding the requirement in Sec. 19.a. for 180 days notice, the parties may agree to extend this Agreement on a month-to-month basis, and the Towns shall pay to the Society the monthly sum set forth in paragraph 3 above for each month the services are performed, with the Towns liable to pay their respective amounts pursuant to the IGA.

21. Notices. Written notices required under this Agreement, and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Towns:

Chris Kirk, Town Administrator
Town of Berthoud
807 Mountain Avenue
Berthoud, CO 80513
Phone: (970) 344-5819
E-Mail: CKirk@berthoud.org

Aaron Adams, Town Manager
4750 Signal Tree Drive
Timnath CO, 80547

If to the Society: Chief Executive Officer
Larimer Humane Society
3501 East 71st Street
Loveland, CO 80538

22. WORKERS WITHOUT AUTHORIZATION

A. Certification. The Society hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that the Society will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. This Section 22 shall be null and void after July 1, 2022.

B. Prohibited Acts. The Society shall not:

- (1) Knowingly employ or contract with a worker without authorization to perform work under this Agreement, or
- (2) Enter into a contract with a subcontractor that fails to certify to the Society that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. Verification.

- (1) If the Society has employees, the Society has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
- (2) The Society shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- (3) If the Society obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under the Agreement, the Society shall:
 - a. Notify the subcontractor and the Towns within three (3) days that the Society has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under the Agreement: and

- b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under the Agreement; except that the Society shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under the Agreement.

D. The Society shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that the Society is complying with this Agreement.

23. Miscellaneous.

- a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.
- b. Assignability. The Society shall not assign this Agreement without the prior written consent of the Towns.
- c. No Waiver. No waiver of any breach of this Agreement shall be held or construed to be a waiver of any subsequent breach thereof.
- d. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- e. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
- f. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- g. Entire Agreement. This Agreement contains the entire agreement and supersedes any prior agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties.
- h. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

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

TOWN OF BERTHOUD

By _____
Christopher Kirk, Town Administrator

ATTEST:

Christian Samora, Town Clerk

APPROVED AS TO FORM:

Erin Smith, Attorney for Town

TOWN OF TIMNATH

By _____
Aaron Adams, Town Manager

ATTEST:

Deputy Clerk or Secretary

APPROVED AS TO FORM:

Lori Graham, Attorney for Town

LARIMER HUMANE SOCIETY

By: 

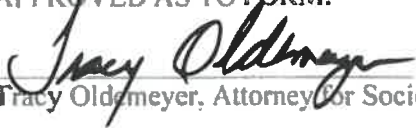
Judith A. Calhoun, Interim CEO

ATTEST:



Rigo Neira,
Director of Animal Protection & Control

APPROVED AS TO FORM:



Tracy Oldmeyer, Attorney for Society