

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 14, SERIES 2024**

**A RESOLUTION APPROVING SECOND AMENDMENT TO THE
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, the Town desires to contract with The Town of Berthoud for animal control services with NOCO Humane (Formerly known as Larimer Humane Society), as authorized by C.R.S. § 29-1-203;

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 Town and the Town of Berthoud entered into 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 in 2022 (the “**Agreement**”);

WHEREAS, the Town of Berthoud and the Town of Timnath wish to include the Town of Wellington as a party to the Agreement;

WHEREAS, the Agreement states that the Parties will annually agree on cost splitting for the services provided by Larimer Animal Control; and

WHEREAS, attached hereto as Exhibit A is the Second Amendment to the Agreement, which sets forth the cost splitting for 2024 (the “**Amendment**”); and

WHEREAS, the Town Council is familiar with the Amendment 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:

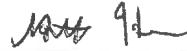
Section 1. Approval

The Amendment 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 JANUARY 23, 2024.

TOWN OF TIMNATH, COLORADO



Brett Hansen, Mayor Pro Tem

ATTEST:



Milissa Peters-Garcia, CMC

Town Clerk



EXHIBIT A

SECOND AMENDMENT

**SECOND AMENDMENT TO THE 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 SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF BERTHOUD AND THE TOWN OF TIMNATH CONCERNING A JOINT AGREEMENT FOR ANIMAL CONTROL SERVICES WITH LARIMER HUMANE SOCIETY (the “Second Amendment”) is entered into on this 23rd day of January, 2024, by and between the TOWN OF BERTHOUD (“BERTHOUD”), the TOWN OF TIMNATH (“TIMNATH”), and the TOWN OF WELLINGTON (“WELLINGTON”). BERTHOUD, TIMNATH, and WELLINGTON 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 a municipality located in both Larimer County, Colorado and Weld County, Colorado;

WHEREAS, WELLINGTON is a municipality located in Larimer County, Colorado;

WHEREAS, at the present time, BERTHOUD, TIMNATH, and WELLINGTON provide some of their own animal control services, and each Town also has an arrangement with NOCO HUMANE (formerly known as the Larimer Humane Society) that NOCO HUMANE will provide certain animal-related services to the Town the Towns;

WHEREAS, NOCO HUMANE 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 entered into 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 in 2022 (the Original Agreement”) as amended by the First Amendment to Intergovernmental Agreement Between the Town of Berthoud and the Town of Timnath Concerning a Joint Agreement for Animal Control Services with Larimer Humane Society entered into in or around December 2022 (“First Amendment” and together with the Original Agreement, the “Agreement”);

WHEREAS, the Town of Berthoud and the Town of Timnath wish to include the Town of Wellington as a party to the Agreement;

WHEREAS, the Agreement states that the Towns will annually agree on how to split the costs of Animal Control Services from the NOCO Humane (the “Society”); and

WHEREAS, the Parties would like to agree to an updated split of fees for 2024. Any provisions of the Agreement not addressed in this Second Amendment shall remain unchanged.

Now therefore for good and valuable consideration, the Parties agree as follows.

1. The Title of the Agreement is hereby amended to read: THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF BERTHOUD, THE TOWN OF TIMNATH, AND THE TOWN OF WELLINGTON CONCERNING A JOINT AGREEMENT FOR ANIMAL CONTROL SERVICES WITH LARIMER HUMANE SOCIETY (NOW KNOWN AS NOCO HUMANE).

2. Paragraph 4 of the Agreement is hereby amended to read in its entirety:

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 2024 as follows:

Berthoud	\$52,256.00
Timnath	\$27,353.00
Wellington	\$19,694.00

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

3. The Agreement shall continue in full force and effect except as hereby amended.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment 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 Brett Hansen
Brett Hansen, Mayor Pro Tem

ATTEST:

Milissa Peters-Garcia
Milissa Peters-Garcia, Town Clerk

APPROVED AS TO FORM:

Carolyn R. Steffl
Carolyn R. Steffl, Attorney for Town

TOWN OF WELLINGTON

By Calar Chaussee
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs
Ethan Muhs, Town Clerk


APPROVED AS TO FORM:

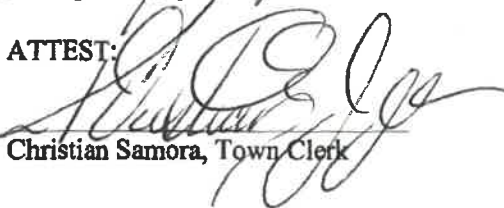
Dan Sapienza
Dan Sapienza, Legal Advisors LLC,
Attorney for Town




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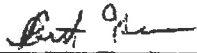
TOWN OF BERTHOUD


By 
William Karspeck, Mayor


ATTEST: 
Christian Samora, Town Clerk

APPROVED AS TO FORM: 
Erin Smith, Attorney for Town

TOWN OF TIMNATH

By 
Brett Hansen, Mayor Pro Tem


ATTEST: 
Milissa Peters-Garcia, Town Clerk

APPROVED AS TO FORM: 
Carolyn R. Steffl, Attorney for Town

TOWN OF WELLINGTON

By 
Calar Chaussee, Mayor

ATTEST: 
Ethan Muhs, Town Clerk

APPROVED AS TO FORM: 
Dan Sapienza, Legal Advisors LLC,
Attorney for Town

