

RESOLUTION NO. 1772

**A RESOLUTION OF THE GOLDEN CITY COUNCIL APPROVING
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
JEFFERSON COUNTY, THE CITY OF ARVADA, THE CITY OF
LAKEWOOD, THE CITY OF WHEAT RIDGE, THE CITY OF
GOLDEN, AND THE CITY OF WESTMINSTER FOR THE
IMPLEMENTATION OF A COUNTY-WIDE DOG LICENSING
PROGRAM**

WHEREAS, C.R.S. Section 30-15-101(2) authorizes counties and municipalities to enter into an intergovernmental agreement to provide for the control, licensing, impounding, or disposition of pet animals or to provide for the accomplishment of any other aspect of a county or municipal dog control or pet animal control licensing resolution or ordinance; and

WHEREAS, C.R.S. Section 31-15-401(m)(I) and Colorado Constitution Article XX, Section 6 authorize municipalities to regulate and control animals within the municipality including, but not limited to, licensing, impoundment, and disposition of impounded animals; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. authorizes governments to contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units through the establishment of a separate legal entity; and

WHEREAS, the above-referenced parties entered into an intergovernmental agreement dated January 1, 1998, that established a separate legal entity known as the Table Mountain Animal Center ("TMAC"); and

WHEREAS, it would be in the best interest of all of the above-referenced parties to participate in a county-wide licensing program in order to provide county-wide tracking of dogs to increase the number of dogs returned to their owners and to provide increased funding for the construction of a new facility for TMAC after coverage of administrative costs; and

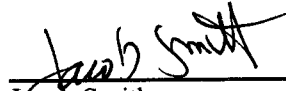
WHEREAS, the entities agree that each jurisdiction and its residents should contribute toward the funding of the TMAC in equal proportion to the number of dogs in their jurisdiction; and

WHEREAS, by Ordinance 1748, adopted on October 26, 2006, the Golden City Council established a Golden Dog Licensing Program.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

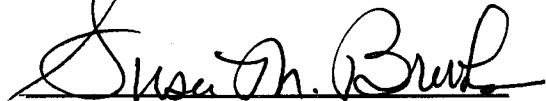
The intergovernmental agreement between the City of Golden, Jefferson County, the City of Arvada, the City of Lakewood, the City of Wheat Ridge, and the City of Westminster for a county-wide dog licensing program, in substantially the form as attached as Exhibit A is approved. The Mayor is authorized to execute the agreement on behalf of the City.

Adopted this 7th day of June, 2007.



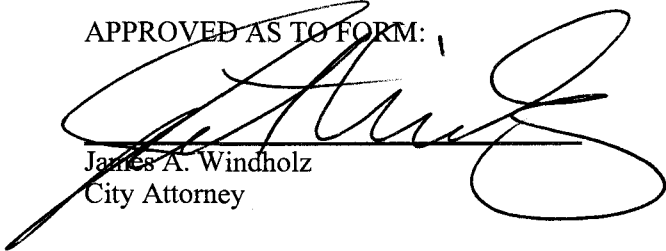
Jacob Smith
Mayor Pro Tem

ATTEST:



Susan M. Brooks, MMC
City Clerk

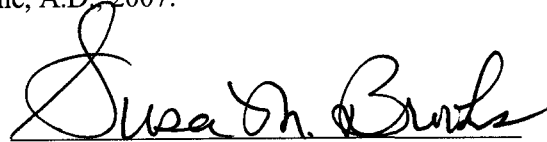
APPROVED AS TO FORM:



James A. Windholz
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular meeting thereof held on the 7th day of June, A.D., 2007.

(SEAL)

ATTEST: 

Susan M. Brooks, City Clerk of the City of
Golden, Colorado

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN JEFFERSON COUNTY, THE CITY OF ARVADA, THE CITY OF LAKEWOOD, THE
CITY OF WHEAT RIDGE, THE CITY OF GOLDEN, AND THE CITY OF WESTMINSTER FOR
THE IMPLEMENTATION OF A COUNTY-WIDE DOG LICENSING PROGRAM**

THIS AGREEMENT, dated for reference purposes only this ___ day of May, 2007, is made and entered into by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the "County"); the **CITY OF ARVADA**, a municipal corporation ("Arvada"); the **CITY OF LAKEWOOD**, a municipal corporation ("Lakewood"); the **CITY OF WHEAT RIDGE**, a municipal corporation ("Wheat Ridge"); the **CITY OF GOLDEN**, a municipal corporation ("Golden"); and the **CITY OF WESTMINSTER**, a municipal corporation ("Westminster");

WITNESSETH

WHEREAS, C.R.S. Section 30-15-101(1) authorizes the board of county commissioners of each county to provide for licensing of dogs and other animals; and

WHEREAS, C.R.S. Section 30-15-101(2) authorizes counties and municipalities to enter into an intergovernmental agreement to provide for the control, licensing, impounding, or disposition of pet animals or to provide for the accomplishment of any other aspect of a county or municipal dog control or pet animal control licensing resolution or ordinance; and

WHEREAS, C.R.S. Section 31-15-401(m)(I) and Colorado Constitution Article XX, Section 6 authorize municipalities to regulate and control animals within the municipality including, but not limited to, licensing, impoundment, and disposition of impounded animals; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. authorizes governments to contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units through the establishment of a separate legal entity; and

WHEREAS, the above-referenced parties entered into an intergovernmental agreement dated January 1, 1998, that established a separate legal entity known as the Table Mountain Animal Center ("TMAC").

WHEREAS, it would be in the best interest of all of the above-referenced parties to participate in a county-wide licensing program in order to provide county-wide tracking of dogs to increase the number of dogs returned to their owners and to provide increased funding for the construction of a new facility for TMAC after coverage of administrative costs; and

WHEREAS, the entities agree that each jurisdiction and its residents should contribute toward the funding of the TMAC in equal proportion to the number of dogs in their jurisdiction;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter contained, the receipt and sufficiency of which are hereby confessed, it is understood and agreed as follows:

I. COUNTY-WIDE LICENSING PROGRAM

- A. **ORDINANCE ADOPTION.** Each party shall adopt an ordinance which establishes a dog

licensing program and penalties within its jurisdiction. The dog licensing ordinances adopted by the parties shall be consistent with the County ordinance concerning licensing of dogs; however, each jurisdiction has discretion to adopt its own penalties.

B. ENFORCEMENT. Each jurisdiction shall be responsible for enforcement of the penalties for its dog licensing ordinance within their own jurisdiction. Each jurisdiction agrees to actively pursue enforcement of said ordinance.

C. DELEGATION OF AUTHORITY. The parties hereby delegate authority to the County to issue licenses and collect fees for said dog licenses on behalf of all parties. The dog licenses shall all be identified as "County Dog Licenses."

II. FUNDS AND OPERATIONS

A. DESIGNATION OF FUNDS. The County agrees that all monies paid to the County for the licensing of dogs within the jurisdictions of all parties, shall be placed into a designated fund (the "Dog Licensing Fund") except the funds due to the County as provided in Article II, Section B.

B. COUNTY'S ADMINISTRATIVE COSTS. On August 1st of each year this Agreement is in effect, the County shall provide each party with a statement of the County's administrative costs directly attributable to the operation of the County-Wide Dog Licensing Program from July 1st through June 30th of each year, and the projected administrative costs for the upcoming year. The County shall then transfer the amount of the County's administrative costs to the County general fund to reimburse the County for its administrative costs. The County shall be entitled to payment for the cost of, at a maximum, two full-time employees including salary, benefits and overhead. The County employee positions shall be Administrative Specialist I or II positions as currently defined by the County or equivalent positions. The County shall also be entitled to the cost of tags, mailers (for new tags and renewals), postage, printing, maintenance/updates of dog licensing software and miscellaneous office supplies, and any other costs directly attributable to the operation of the County-Wide Dog Licensing Program.

C. DISBURSEMENT OF FUNDS. Except for the funds paid to the County general fund as provided in Article II, Section B, the funds contained in the Dog Licensing Fund shall be retained by the County to be used for the construction of a new facility for the TMAC which replaces the existing facility at 4105 Youngfield, Wheat Ridge, Colorado, or capital improvements or maintenance of the current facility. This includes but is not limited to roof, plumbing or ventilation repair and cages, kennels or equipment required to comply with Pet Animal Care Facility Act regulations. Upon completion of a new facility and final payment of all costs for the design and construction of the new facility, the parties shall amend this Agreement to provide for permissible uses of future revenues. If no agreement is reached as to the use of future revenues within three (3) months, the revenue, except for the County's Administrative Costs as provided in Article II, Section B, shall be returned to the parties as provided in Article II, Section E, Surplus Revenues, without the requirement of approval of the other parties.

D. FUNDING DETERMINATIONS/LOAN LIMITS/WEIGHTED VOTING. Except as provided in Article II, Section B and C, funds shall not be disbursed from the Dog Licensing Fund for any purpose unless approved by a majority of the parties' City Managers and the County Administrator or their designees (hereinafter "Manager or Managers"). Further the parties agree that no loans shall be obtained obligating the funds raised from the County-Wide Licensing Program to be used for payments on the loan or to secure the loan without the unanimous consent of the parties' Managers. If the Managers approve the use of the funds in the Dog Licensing Fund to secure or make payments on a loan, the parties agree that this Agreement shall not be terminated or any party's participation terminated until the loan has been paid in full or that party's share of the loan has been paid in full. A party's share of the loan shall be directly proportional to ratio of its Estimated Dog Population to the total Estimated Dog Population, as that term is defined in Subparagraph IV.A.2. of this Agreement. Any such loan shall comply with the requirements of Colorado Constitution Article X, Section 20. If there are other funds available for the construction of the facility, such as the TMAC capital improvement fund, such funds should be considered in any future funding of a facility.

Each Manager shall have one vote unless any Manager requests a weighted vote. For weighted voting, each manager's vote would be weighted based on the number of households in each jurisdiction relative to the total number of households in all of the parties' jurisdictions. Arvada's and Westminster's jurisdictions shall include the area within their respective jurisdictions that is within Adams County and Jefferson County. Weighted voting shall not be used to alter the revenue formulas as provided in Articles IV and V.

E. REVENUES. The County may return any revenues generated by the County-Wide Licensing Program to the respective parties hereto in the same proportion that said parties' residents and the parties contributed to the Dog Licensing Fund if approved by a majority of the parties as provided in Article II, Section D.

III. BOOKS AND RECORDS

RECORD KEEPING. The County shall maintain adequate and correct accounts of the funds, which accounts shall be open to inspection at any reasonable time by the parties hereto, their attorneys, or their agents.

IV. REPORTS

A. DEFINITIONS.

1. *Compliance Rate* shall mean the rate calculated by dividing
 - a. the number of licenses issued for dogs residing in a jurisdiction during a one year period by
 - b. the Estimated Dog Population in each jurisdiction for the same period.

The first reporting period shall be from July 1, 2007, or the date the County begins issuing dog licenses under the terms of this Agreement, until June 30, 2008, and the remaining periods shall be from July 1st to June 30th of each subsequent year. The number of licenses issued for dogs residing in Westminster and Arvada shall include the households in their respective jurisdictions that are within Adams County and Jefferson County.

2. *Estimated Dog Population* means
 - a. the percentage of households harboring one or more dogs, obtained from the most current U.S. Pet Ownership and Demographic Source Book published by the American Veterinarian Medical Association (currently 43.5%); multiplied by
 - b. the number of households in a jurisdiction, as reported in the most current publication by the State Demographer's Office (the calculation of estimated households for Westminster and Arvada shall include the households in their respective jurisdictions which are within Adams County and Jefferson County); multiplied by
 - c. the average number of dogs per household for each household with a dog, obtained from the most current U.S. Pet Ownership and Demographic Source Book (currently 1.52).

B. ANNUAL REPORT. By August 1st of each year, the County shall prepare and present to the respective City Councils and the Board of County Commissioners of Jefferson County an annual report of the number of animals licensed during the prior year in each party's jurisdiction, the estimated household population of each jurisdiction as reported in the most current publication by the State Demographer's Office, the Compliance Rate for each jurisdiction and the funds collected during the prior year. A sample of the report format is attached as Exhibit A.

C. REPORTS REQUESTED BY THE PARTIES. The County shall also render to the parties hereto, at reasonable intervals, such reports and accountings as the parties hereto may from time to time request.

V. REVIEW OF REVENUES AND JURISDICTION COMPLIANCE

A. REVIEW OF REVENUES AND COMPLIANCE BY JURISDICTION. If during the reporting period ending June 30, 2008, there is less than ten per cent (10%) compliance by the residents in a jurisdiction, the

respective jurisdiction shall pay to the County for placement in the Dog Licensing Fund an amount equal to the difference between the funds that the Dog Licensing Fund would have received if there was ten per cent (10%) compliance at the spayed dog licensing rate and the amount of dog license fees actually collected from the residents of that jurisdiction. If during the second full reporting period (July 1, 2008 to June 30, 2009), there is less than twenty per cent (20%) compliance by the residents in a jurisdiction, the respective jurisdiction shall pay to the County for placement in the Dog Licensing Fund an amount equal to the difference between the funds that the Dog Licensing Fund would have received if there was twenty per cent (20%) compliance at the spayed dog licensing rate and the amount of dog licensing fees actually collected from the residents of that jurisdiction.

The ten percent (10%) and twenty percent (20%) Compliance Rates set forth above shall be defined as the Minimum Compliance Rates for the first and second year this Agreement is in effect respectively. When the annual report is distributed at the end of the second full year and every year thereafter, a new Minimum Compliance Rate shall be set for the following year. If all the parties' jurisdictions exceed a Minimum Compliance Rate of twenty percent (20%) according to the annual report, the new Minimum Compliance Rate for the following year shall be the lowest Compliance Rate of all the parties in the Annual Report. If any party's jurisdiction fails to meet the Minimum Compliance Rate set for a reporting period, the party shall pay to the County for placement in the Dog Licensing Fund an amount equal to the difference between the funds that the Dog Licensing Fund would have received if the Minimum Compliance Rate was met at the spayed dog licensing rate, and the amount of dog license fees actually collected from the residents of that jurisdiction.

Any party whose jurisdiction has a Compliance Rate above the Minimum Compliance Rate during any reporting period shall be reimbursed for the amount of funds the County received from the residents of their jurisdiction which exceeded the amount of funds the County would have received if the Minimum Compliance Rate was met but not exceeded during that reporting period.

B. APPROPRIATION AND PAYMENT OF FUNDS. The parties agree to pay the amounts set forth in Article V, Section A, to the County for placement in the Dog Licensing Fund by January 31st of the year following which the Annual Report determined a party failed to meet the Compliance Rate, provided, however, that all payments to the Dog Licensing Fund pursuant to this Agreement are subject to annual appropriation by the County and municipal parties hereto in the manner required by statute. It is the intention of the parties that no multiple-year fiscal debt or other obligation be created by this Agreement.

VI. POWER TO CONTRACT WITH NON-PARTIES

It is mutually agreed that the County shall have the authority to contract with other cities or towns to provide dog licensing services. The funds collected from the other cities or towns shall be placed in the Dog Licensing Fund and used in accordance with the terms of this Agreement. The County shall have the discretion to require said city or town to comply with the Minimum Compliance Rate provisions set forth in Article V. Nothing herein permits a non-party contracting with the County for dog licensing services to use TMAC facilities unless specifically authorized by the Intergovernmental Agreement creating TMAC dated January 1, 1998, or approved by a majority of the Managers.

VII. DEFAULT IN PERFORMANCE

In the event any party fails to make the payments to the County when due as provided by Article V, or to perform any of its covenants and undertakings under this Agreement, the County shall cause written notice to be given to the governing body of the defaulting party of the termination of the party's participation in the Agreement, unless such default is cured within thirty (30) days from the date of such notice. Upon failure to cure said default within said thirty (30) day period, the defaulting party shall no longer be a party to the Agreement. The County shall no longer provide licensing services to said defaulting party and said defaulting party shall thereafter have no voting rights as provided in Article II, Section D. The defaulting party whose participation is terminated under this section of this Agreement shall forfeit all right, title, and interest in and to any funds in the Dog Licensing Fund which said party may otherwise have been entitled upon the dissolution of this Agreement. If a party is in default of this Agreement for any reason other than nonappropriation of funds for payment to the County for placement in the

Dog Licensing Fund, termination of the defaulting party's participation in the Agreement shall not relieve the defaulting party of the obligation to make the payments to the County for placement in the Dog Licensing Fund as provided in Article V that were due prior to the defaulting party's termination. This Section is not intended to limit the right of any party under this Agreement to pursue any or all other remedies it may have for breach of this Agreement. A party who fails to make the payments required by Article V for any reason other than nonappropriation of funds shall be obligated to pay all costs of collection of said payment, including reasonable attorneys' fees.

Upon termination of the defaulting party, the other parties may terminate this Agreement by a majority vote of the Managers as provided in Article II, Section D.

VIII. TERM, RENEWAL AND TERMINATION OF AGREEMENT

A. **TERM AND RENEWAL OF AGREEMENT.** This Agreement shall be in full force and effect on the date that all parties have executed this Agreement and the last of all the parties has adopted a licensing ordinance. The County shall begin issuing licenses and collecting fees for all parties upon written notice by each party that it has executed the Agreement and adopted a dog licensing ordinance. This Agreement shall automatically renew for a one (1) year term on July 1 of each subsequent year unless any party gives notice of its intent to terminate this Agreement before April 1st of the year the party seeks to terminate the Agreement. Termination of this Agreement for any reason other than a party's failure to appropriate funds shall not relieve the parties of their obligation to make the payments to the County for placement in the Dog Licensing Fund as provided in Article V for the time periods prior to the termination of this Agreement. Funds shall be due for the failure to meet the Compliance Rate for all years prior to termination including the final year prior to termination.

B. **TERMINATION BY WRITTEN NOTICE.** Notwithstanding Article VIII, Section A, a party may terminate its participation in this Agreement with or without cause after ninety (90) days notice to each of the other parties. Termination of the Agreement for any reason other than nonappropriation of funds shall not relieve the terminating party of the obligation to make the payments to the County for placement in the Dog Licensing Fund as provided in Article V. The amount owed shall be prorated for the percentage of the one-year term the terminating party was a party to this Agreement.

C. **DISBURSEMENT OF FUND UPON TERMINATION.** If this Agreement is terminated, the County shall retain any funds held in the County Wide Licensing Funds which funds shall be disbursed by the County as provided in Article II, Section B, C, D and E. This provision and the provisions of Article II, Section B, C, D and E, shall survive termination of this Agreement.

IV. AMENDMENT

This Agreement may be amended at any time in writing by agreement of two-thirds of the parties to this Agreement subject to the approval of the various governing bodies.

X. SEVERABILITY CLAUSE

If any provisions of this Agreement or the application thereof to any party or circumstances are held invalid, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of the Agreement are declared to be severable.

XI. COUNTERPARTS

This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument. The Agreement shall not be effective until executed by all parties.

XII. NO THIRD PARTY BENEFICIARIES

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as parties, limit in any way governmental immunity and other limited liability statutes for the protection of the parties, nor limit the powers and responsibilities of any other entity not a party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the parties with respect to the subject matter hereof.

XII. NO GENERAL OBLIGATION INDEBTEDNESS

Because this Agreement will extend beyond the current fiscal year, the parties understand and intend that the obligation of the parties to pay any funds hereunder constitutes a current expense of the parties payable exclusively from the parties' funds and shall not in any way be construed to be a general obligation indebtedness of the parties within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory indebtedness. None of the parties has pledged the full faith and credit of the state, or the parties to the payment of the charges hereunder, and this Agreement shall not directly or contingently obligate the parties to apply money from, or levy or pledge any form of taxation to, the payment of any funds.

XIV. NONAPPROPRIATION

The payment of parties' obligations in fiscal years subsequent to the current year are contingent upon funds for this Agreement being appropriated and budgeted. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement, the nonappropriating party's participation in this Agreement shall terminate. The parties' fiscal years are currently the calendar year.

XV. 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 Jefferson, State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

JEFFERSON COUNTY,
STATE OF COLORADO

Deputy Clerk and Recorder

By _____
Jim Congrove, Chairman
Board of County Commissioners
Date: _____

APPROVED AS TO FORM:

Gay B. Ummel
Assistant County Attorney

ATTEST:

CITY OF ARVADA,
STATE OF COLORADO

City Clerk

By _____
Name & Title: _____
Date: _____

APPROVED AS TO FORM:

Office of the City Attorney

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ATTEST:

CITY OF LAKEWOOD
STATE OF COLORADO

City Clerk

By _____
Name & Title: _____
Date: _____

APPROVED AS TO FORM:

Office of the City Attorney

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ATTEST:

CITY OF GOLDEN
STATE OF COLORADO

City Clerk

By _____
Name & Title: _____
Date: _____

APPROVED AS TO FORM:

Office of the City Attorney

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ATTEST:

CITY OF WHEAT RIDGE
STATE OF COLORADO

City Clerk

By _____
Name & Title: _____
Date: _____

APPROVED AS TO FORM:

Office of the City Attorney

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ATTEST:

CITY OF WESTMINSTER
STATE OF COLORADO

City Clerk

By _____
Name & Title: _____
Date: _____

APPROVED AS TO FORM:

Office of the City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN JEFFERSON COUNTY, THE CITY OF ARVADA, THE CITY OF LAKEWOOD, THE
CITY OF WHEAT RIDGE, THE CITY OF GOLDEN, AND THE CITY OF WESTMINSTER FOR
THE IMPLEMENTATION OF A COUNTY-WIDE DOG LICENSING PROGRAM

THIS AGREEMENT, dated for reference purposes only this 20 day of June, 2007, is made and entered into by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the "County"); the **CITY OF ARVADA**, a municipal corporation ("Arvada"); the **CITY OF LAKEWOOD**, a municipal corporation ("Lakewood"); the **CITY OF WHEAT RIDGE**, a municipal corporation ("Wheat Ridge"); the **CITY OF GOLDEN**, a municipal corporation ("Golden"); and the **CITY OF WESTMINSTER**, a municipal corporation ("Westminster");

WITNESSETH

WHEREAS, C.R.S. Section 30-15-101(1) authorizes the board of county commissioners of each county to provide for licensing of dogs and other animals; and

WHEREAS, C.R.S. Section 30-15-101(2) authorizes counties and municipalities to enter into an intergovernmental agreement to provide for the control, licensing, impounding, or disposition of pet animals or to provide for the accomplishment of any other aspect of a county or municipal dog control or pet animal control licensing resolution or ordinance; and

WHEREAS, C.R.S. Section 31-15-401(m)(I) and Colorado Constitution Article XX, Section 6 authorize municipalities to regulate and control animals within the municipality including, but not limited to, licensing, impoundment, and disposition of impounded animals; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. authorizes governments to contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units through the establishment of a separate legal entity; and

WHEREAS, the above-referenced parties entered into an intergovernmental agreement dated January 1, 1998, that established a separate legal entity known as the Table Mountain Animal Center ("TMAC").

WHEREAS, it would be in the best interest of all of the above-referenced parties to participate in a county-wide licensing program in order to provide county-wide tracking of dogs to increase the number of dogs returned to their owners and to provide increased funding for the construction of a new facility for TMAC after coverage of administrative costs; and

WHEREAS, the entities agree that each jurisdiction and its residents should contribute toward the funding of the TMAC in equal proportion to the number of dogs in their jurisdiction;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter contained, the receipt and sufficiency of which are hereby confessed, it is understood and agreed as follows:

I. COUNTY-WIDE LICENSING PROGRAM

A. **ORDINANCE ADOPTION.** Each party shall adopt an ordinance which establishes a dog licensing program and penalties within its jurisdiction. The dog licensing ordinances adopted by the parties shall be consistent with the County ordinance concerning licensing of dogs; however, each jurisdiction has discretion to

adopt its own penalties.

B. ENFORCEMENT. Each jurisdiction shall be responsible for enforcement of the penalties for its dog licensing ordinance within their own jurisdiction. Each jurisdiction agrees to actively pursue enforcement of said ordinance.

C. DELEGATION OF AUTHORITY. The parties hereby delegate authority to the County to issue licenses and collect fees for said dog licenses on behalf of all parties. The dog licenses shall all be identified as "County Dog Licenses."

II. FUNDS AND OPERATIONS

A. DESIGNATION OF FUNDS. The County agrees that all monies paid to the County for the licensing of dogs within the jurisdictions of all parties, shall be placed into a designated fund (the "Dog Licensing Fund") except the funds due to the County as provided in Article II, Section B.

B. COUNTY'S ADMINISTRATIVE COSTS. On August 1st of each year this Agreement is in effect, the County shall provide each party with a statement of the County's administrative costs directly attributable to the operation of the County-Wide Dog Licensing Program from July 1st through June 30th of each year, and the projected administrative costs for the upcoming year. The County shall then transfer the amount of the County's administrative costs to the County general fund to reimburse the County for its administrative costs. The County shall be entitled to payment for the cost of, at a maximum, two full-time employees including salary, benefits and overhead. The County employee positions shall be Administrative Specialist I or II positions as currently defined by the County or equivalent positions. The County shall also be entitled to the cost of tags, mailers (for new tags and renewals), postage, printing, maintenance/updates of dog licensing software and miscellaneous office supplies, and any other costs directly attributable to the operation of the County-Wide Dog Licensing Program.

C. DISBURSEMENT OF FUNDS. Except for the funds paid to the County general fund as provided in Article II, Section B, the funds contained in the Dog Licensing Fund shall be retained by the County to be used for the construction of a new facility for the TMAC which replaces the existing facility at 4105 Youngfield, Wheat Ridge, Colorado, or capital improvements or maintenance of the current facility. This includes but is not limited to roof, plumbing or ventilation repair and cages, kennels or equipment required to comply with Pet Animal Care Facility Act regulations. Upon completion of a new facility and final payment of all costs for the design and construction of the new facility, the parties shall amend this Agreement to provide for permissible uses of future revenues. If no agreement is reached as to the use of future revenues within three (3) months, the revenue, except for the County's Administrative Costs as provided in Article II, Section B, shall be returned to the parties as provided in Article II, Section E, Surplus Revenues, without the requirement of approval of the other parties.

D. FUNDING DETERMINATIONS/LOAN LIMITS/WEIGHTED VOTING. Except as provided in Article II, Section B and C, funds shall not be disbursed from the Dog Licensing Fund for any purpose unless approved by a majority of the parties' City Managers and the County Administrator or their designees (hereinafter "Manager or Managers"). Further the parties agree that no loans shall be obtained obligating the funds raised from the County-Wide Licensing Program to be used for payments on the loan or to secure the loan without the unanimous consent of the parties' Managers. If the Managers approve the use of the funds in the Dog Licensing Fund to secure or make payments on a loan, the parties agree that this Agreement shall not be terminated or any party's participation terminated until the loan has been paid in full or that party's share of the loan has been paid in full. A party's share of the loan shall be directly proportional to ratio of its Estimated Dog Population to the total Estimated Dog Population, as that term is defined in Subparagraph IV.A.2. of this Agreement. Any such loan shall comply with the requirements of Colorado Constitution Article X, Section 20. If there are other funds available for the construction of the facility, such as the TMAC capital improvement fund, such funds should be considered in any future funding of a facility.

Each Manager shall have one vote unless any Manager requests a weighted vote. For weighted voting, each manager's vote would be weighted based on the number of households in each jurisdiction relative to the total

number of households in all of the parties' jurisdictions. Arvada's and Westminster's jurisdictions shall include the area within their respective jurisdictions that is within Adams County and Jefferson County. Weighted voting shall not be used to alter the revenue formulas as provided in Articles IV and V.

E. REVENUES. The County may return any revenues generated by the County-Wide Licensing Program to the respective parties hereto in the same proportion that said parties' residents and the parties contributed to the Dog Licensing Fund if approved by a majority of the parties as provided in Article II, Section D.

III. BOOKS AND RECORDS

RECORD KEEPING. The County shall maintain adequate and correct accounts of the funds, which accounts shall be open to inspection at any reasonable time by the parties hereto, their attorneys, or their agents.

IV. REPORTS

A. DEFINITIONS.

1. *Compliance Rate* shall mean the rate calculated by dividing
 - a. the number of licenses issued for dogs residing in a jurisdiction during a one year period by
 - b. the Estimated Dog Population in each jurisdiction for the same period.

The first reporting period shall be from July 1, 2007, or the date the County begins issuing dog licenses under the terms of this Agreement, until June 30, 2008, and the remaining periods shall be from July 1st to June 30th of each subsequent year. The number of licenses issued for dogs residing in Westminster and Arvada shall include the households in their respective jurisdictions that are within Adams County and Jefferson County.

2. *Estimated Dog Population* means
 - a. the percentage of households harboring one or more dogs, obtained from the most current U.S. Pet Ownership and Demographic Source Book published by the American Veterinarian Medical Association (currently 43.5%); multiplied by
 - b. the number of households in a jurisdiction, as reported in the most current publication by the State Demographer's Office (the calculation of estimated households for Westminster and Arvada shall include the households in their respective jurisdictions which are within Adams County and Jefferson County); multiplied by
 - c. the average number of dogs per household for each household with a dog, obtained from the most current U.S. Pet Ownership and Demographic Source Book (currently 1.52).

B. ANNUAL REPORT. By August 1st of each year, the County shall prepare and present to the respective City Councils and the Board of County Commissioners of Jefferson County an annual report of the number of animals licensed during the prior year in each party's jurisdiction, the estimated household population of each jurisdiction as reported in the most current publication by the State Demographer's Office, the Compliance Rate for each jurisdiction and the funds collected during the prior year. A sample of the report format is attached as Exhibit A.

C. REPORTS REQUESTED BY THE PARTIES. The County shall also render to the parties hereto, at reasonable intervals, such reports and accountings as the parties hereto may from time to time request.

V. REVIEW OF REVENUES AND JURISDICTION COMPLIANCE

A. REVIEW OF REVENUES AND COMPLIANCE BY JURISDICTION. If during the reporting period ending June 30, 2008, there is less than ten per cent (10%) compliance by the residents in a jurisdiction, the respective jurisdiction shall pay to the County for placement in the Dog Licensing Fund an amount equal to the

difference between the funds that the Dog Licensing Fund would have received if there was ten per cent (10%) compliance at the spayed dog licensing rate and the amount of dog license fees actually collected from the residents of that jurisdiction. If during the second full reporting period (July 1, 2008 to June 30, 2009), there is less than twenty per cent (20%) compliance by the residents in a jurisdiction, the respective jurisdiction shall pay to the County for placement in the Dog Licensing Fund an amount equal to the difference between the funds that the Dog Licensing Fund would have received if there was twenty per cent (20%) compliance at the spayed dog licensing rate and the amount of dog licensing fees actually collected from the residents of that jurisdiction.

The ten percent (10%) and twenty percent (20%) Compliance Rates set forth above shall be defined as the Minimum Compliance Rates for the first and second year this Agreement is in effect respectively. When the annual report is distributed at the end of the second full year and every year thereafter, a new Minimum Compliance Rate shall be set for the following year. If all the parties' jurisdictions exceed a Minimum Compliance Rate of twenty percent (20%) according to the annual report, the new Minimum Compliance Rate for the following year shall be the lowest Compliance Rate of all the parties in the Annual Report. If any party's jurisdiction fails to meet the Minimum Compliance Rate set for a reporting period, the party shall pay to the County for placement in the Dog Licensing Fund an amount equal to the difference between the funds that the Dog Licensing Fund would have received if the Minimum Compliance Rate was met at the spayed dog licensing rate, and the amount of dog license fees actually collected from the residents of that jurisdiction.

Any party whose jurisdiction has a Compliance Rate above the Minimum Compliance Rate during any reporting period shall be reimbursed for the amount of funds the County received from the residents of their jurisdiction which exceeded the amount of funds the County would have received if the Minimum Compliance Rate was met but not exceeded during that reporting period.

B. **APPROPRIATION AND PAYMENT OF FUNDS.** The parties agree to pay the amounts set forth in Article V, Section A, to the County for placement in the Dog Licensing Fund by January 31st of the year following which the Annual Report determined a party failed to meet the Compliance Rate, provided, however, that all payments to the Dog Licensing Fund pursuant to this Agreement are subject to annual appropriation by the County and municipal parties hereto in the manner required by statute. It is the intention of the parties that no multiple-year fiscal debt or other obligation be created by this Agreement.

VI. POWER TO CONTRACT WITH NON-PARTIES

It is mutually agreed that the County shall have the authority to contract with other cities or towns to provide dog licensing services. The funds collected from the other cities or towns shall be placed in the Dog Licensing Fund and used in accordance with the terms of this Agreement. The County shall have the discretion to require said city or town to comply with the Minimum Compliance Rate provisions set forth in Article V. Nothing herein permits a non-party contracting with the County for dog licensing services to use TMAC facilities unless specifically authorized by the Intergovernmental Agreement creating TMAC dated January 1, 1998, or approved by a majority of the Managers.

VII. DEFAULT IN PERFORMANCE

In the event any party fails to make the payments to the County when due as provided by Article V, or to perform any of its covenants and undertakings under this Agreement, the County shall cause written notice to be given to the governing body of the defaulting party of the termination of the party's participation in the Agreement, unless such default is cured within thirty (30) days from the date of such notice. Upon failure to cure said default within said thirty (30) day period, the defaulting party shall no longer be a party to the Agreement. The County shall no longer provide licensing services to said defaulting party and said defaulting party shall thereafter have no voting rights as provided in Article II, Section D. The defaulting party whose participation is terminated under this section of this Agreement shall forfeit all right, title, and interest in and to any funds in the Dog Licensing Fund which said party may otherwise have been entitled upon the dissolution of this Agreement. If a party is in default of this Agreement for any reason other than nonappropriation of funds for payment to the County for placement in the Dog Licensing Fund, termination of the defaulting party's participation in the Agreement shall not relieve the defaulting

party of the obligation to make the payments to the County for placement in the Dog Licensing Fund as provided in Article V that were due prior to the defaulting party's termination. This Section is not intended to limit the right of any party under this Agreement to pursue any or all other remedies it may have for breach of this Agreement. A party who fails to make the payments required by Article V for any reason other than nonappropriation of funds shall be obligated to pay all costs of collection of said payment, including reasonable attorneys' fees.

Upon termination of the defaulting party, the other parties may terminate this Agreement by a majority vote of the Managers as provided in Article II, Section D.

VIII. TERM, RENEWAL AND TERMINATION OF AGREEMENT

A. **TERM AND RENEWAL OF AGREEMENT.** This Agreement shall be in full force and effect on the date that all parties have executed this Agreement and the last of all the parties has adopted a licensing ordinance. The County shall begin issuing licenses and collecting fees for all parties upon written notice by each party that it has executed the Agreement and adopted a dog licensing ordinance. This Agreement shall automatically renew for a one (1) year term on July 1 of each subsequent year unless any party gives notice of its intent to terminate this Agreement before April 1st of the year the party seeks to terminate the Agreement. Termination of this Agreement for any reason other than a party's failure to appropriate funds shall not relieve the parties of their obligation to make the payments to the County for placement in the Dog Licensing Fund as provided in Article V for the time periods prior to the termination of this Agreement. Funds shall be due for the failure to meet the Compliance Rate for all years prior to termination including the final year prior to termination.

B. **TERMINATION BY WRITTEN NOTICE.** Notwithstanding Article VIII, Section A, a party may terminate its participation in this Agreement with or without cause after ninety (90) days notice to each of the other parties. Termination of the Agreement for any reason other than nonappropriation of funds shall not relieve the terminating party of the obligation to make the payments to the County for placement in the Dog Licensing Fund as provided in Article V. The amount owed shall be prorated for the percentage of the one-year term the terminating party was a party to this Agreement.

C. **DISBURSEMENT OF FUND UPON TERMINATION.** If this Agreement is terminated, the County shall retain any funds held in the County Wide Licensing Funds which funds shall be disbursed by the County as provided in Article II, Section B, C, D and E. This provision and the provisions of Article II, Section B, C, D and E, shall survive termination of this Agreement.

IV. AMENDMENT

This Agreement may be amended at any time in writing by agreement of two-thirds of the parties to this Agreement subject to the approval of the various governing bodies.

X. SEVERABILITY CLAUSE

If any provisions of this Agreement or the application thereof to any party or circumstances are held invalid, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of the Agreement are declared to be severable.

XI. COUNTERPARTS

This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument. The Agreement shall not be effective until executed by all parties.

XII. NO THIRD PARTY BENEFICIARIES

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as parties, limit in any way governmental immunity and other limited liability statutes for the protection of the parties, nor limit the powers and responsibilities of any other entity not a party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the parties with respect to the subject matter hereof.

XIII. NO GENERAL OBLIGATION INDEBTEDNESS

Because this Agreement will extend beyond the current fiscal year, the parties understand and intend that the obligation of the parties to pay any funds hereunder constitutes a current expense of the parties payable exclusively from the parties' funds and shall not in any way be construed to be a general obligation indebtedness of the parties within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory indebtedness. None of the parties has pledged the full faith and credit of the state, or the parties to the payment of the charges hereunder, and this Agreement shall not directly or contingently obligate the parties to apply money from, or levy or pledge any form of taxation to, the payment of any funds.

XIV. NONAPPROPRIATION

The payment of parties' obligations in fiscal years subsequent to the current year are contingent upon funds for this Agreement being appropriated and budgeted. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement, the nonappropriating party's participation in this Agreement shall terminate. The parties' fiscal years are currently the calendar year.

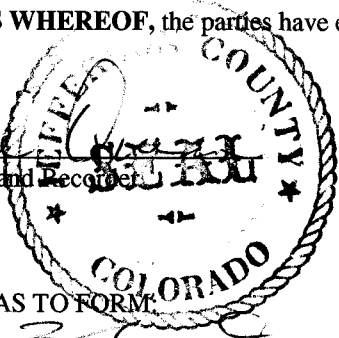
XV. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Colorado and venue shall be in the County of Jefferson, State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

Deputy Clerk and Recorder



JEFFERSON COUNTY,
STATE OF COLORADO

By Jim Congrove
Jim Congrove, Chairman
Board of County Commissioners
Date: _____

APPROVED AS TO FORM:

Gay B. Ummel
Gay B. Ummel
Assistant County Attorney

ATTEST:

CITY OF ARVADA,
STATE OF COLORADO

City Clerk

By _____
Name & Title: _____
Date: _____

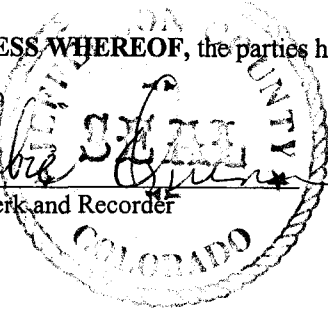
APPROVED AS TO FORM:

Office of the City Attorney

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

Melba Green
Deputy Clerk and Recorder



JEFFERSON COUNTY,
STATE OF COLORADO

By Jim Congrove
Jim Congrove, Chairman
Board of County Commissioners
Date: _____

APPROVED AS TO FORM:

Gay B. Ummel
Assistant County Attorney

ATTEST:

Christine A Koch
City Clerk

CITY OF ARVADA,
STATE OF COLORADO

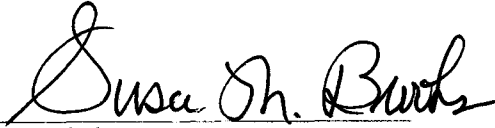
By Ken Fellman
Name & Title: Ken Fellman, Mayor
Date: June 4, 2007

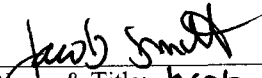
APPROVED AS TO FORM:

Joseph K. Daly
Office of the City Attorney

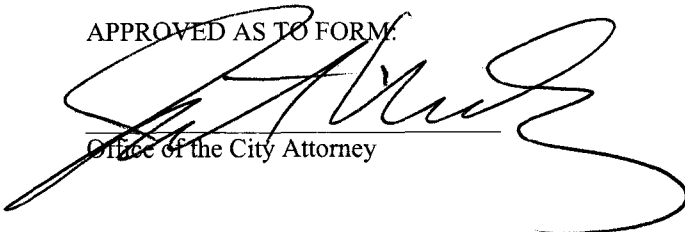
ATTEST:

CITY OF GOLDEN
STATE OF COLORADO


City Clerk

By 
Name & Title: Jacob Smith, Mayor Pro Tem
Date: June 7, 2007

APPROVED AS TO FORM:


Office of the City Attorney



ATTEST:



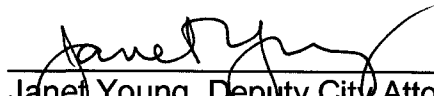
Margy Greer, City Clerk

CITY OF LAKEWOOD



Mike Rock, City Manager

APPROVED AS TO FORM



Janet Young, Deputy City Attorney
Office of the City Attorney

ATTEST:

CITY OF WHEAT RIDGE
STATE OF COLORADO

City Clerk

By _____
Name & Title: _____
Date: _____

APPROVED AS TO FORM:

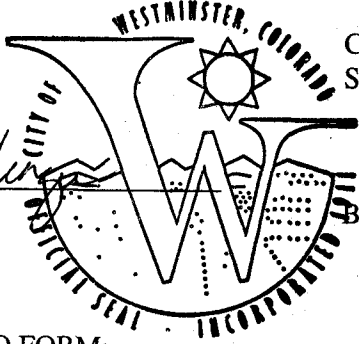
Office of the City Attorney

ATTEST:

CITY OF WESTMINSTER
STATE OF COLORADO

Linda Garcia

City Clerk



By *J. Brent Mcfall*

Name & Title: J. Brent Mcfall, City Manager
Date: June 12, 2007


APPROVED AS TO FORM:

Eugene Mai

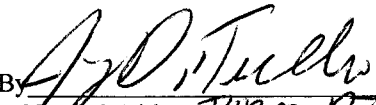
Office of the City Attorney

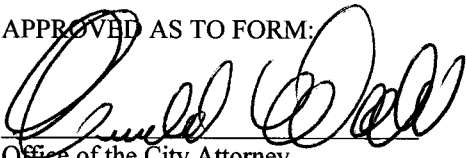
ATTEST:

CITY OF WHEAT RIDGE
STATE OF COLORADO



City Clerk

By 
Name & Title: JERRY DITTELL, MAYOR
Date: 6/19/27

APPROVED AS TO FORM:


Office of the City Attorney



Exhibit A

Example Report
 2007 Dog License Revenue
 July 1, 2007 to June 30, 2008
 (Submitted to cities, August 1, 2008)

	Col C Households	Col D # Dog Owning Households (.435 x total households)	Col E Total Dogs by Jurisdiction (1.52 Dogs/Dog Owning Household)	Col F Actual Licenses Issued by Jurisdiction	Col G Actual Compliance (Col F/Col E)	Col H 10% Compliance Rate	Col I #Licenses Above (- or Under (+)	Col J Spayed Rate of License Fee for Current Year	Amount Owe (+) or Refund (-) (Col I * Col J)	Actual Amount Collected (July 1, xxxx to June 30, xxxx) - Payable by January 31, xxxx)
Arvada	41,530	18,066	27,460	2,800	10.20%	2,746	-54	\$15	-\$811 Refund	xxx
Golden	7,721	3,359	5,105	530	10.38%	511	-19	\$15	-\$292 Refund	xxx
Uninc. Jeffco	74,434	32,379	49,216	4,000	8.13%	4,922	922	\$15	\$13,824 Owe	xxx
Lakewood	64,755	28,168	42,816	4,300	10.04%	4,282	-18	\$15	-\$276 Refund	xxx
Westminster	43,412	18,884	28,704	2,900	10.10%	2,870	-30	\$15	-\$444 Refund	xxx
Wheat Ridge	15,098	6,568	9,983	1,000	10.02%	998	-2	\$15	-\$26 Refund	xxx

Total Revenues = xxxxx
 Less Administration costs (actual) = \$105,000
 Less Refunds = \$ 1,849
 Plus Payments = \$ 13,824
 Fund Contribution for 2007-2008