

RESOLUTION NO. 1697

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF GOLDEN AND JEFFERSON  
COUNTY FOR ANIMAL TRANSPORT SERVICES**

WHEREAS, Section 15.6 of the City's Home Rule Charter provides that the City may enter into agreements with other governmental entities for the furnishing of services; and

WHEREAS, the City, due to staffing limitations is unable to provide for the transportation of critically sick or injured animals during after hour emergency situations; and


WHEREAS, Jefferson County, given the broader scope of its facilities and operations has the ability and is willing to provide such service to the City; and

WHEREAS, Council finds that an agreement for such services is of benefit to the community.

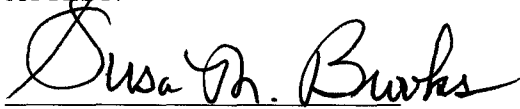
THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GOLDEN,  
COLORADO:

The intergovernmental agreement between the City of Golden and Jefferson County for animal transport services is approved in substantially the same form as the copy attached hereto and made a part of this resolution.

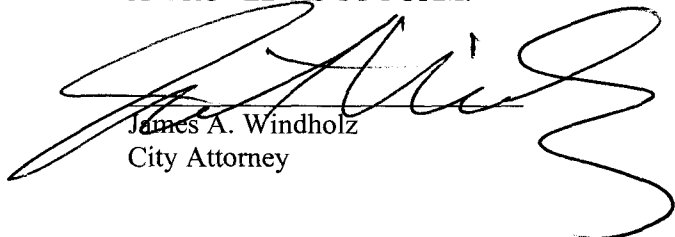
Adopted the 10th day of August, 2006.

  
\_\_\_\_\_  
Charles J. Baroch  
Mayor

ATTEST:

  
\_\_\_\_\_  
Susan M. Brooks, MMC  
City Clerk

APPROVED AS TO FORM:

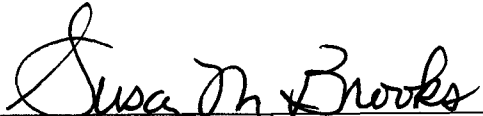
  
\_\_\_\_\_  
James A. Windholz  
City Attorney

Resolution No. 1697  
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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 regular meeting thereof held on the 10th day of August, A.D., 2006.

(SEAL)

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT FOR  
ANIMAL TRANSPORT SERVICES**

THIS AGREEMENT dated for reference purposes only this \_\_\_\_ day of \_\_\_\_\_, 2006, made and entered into by and between the COUNTY OF JEFFERSON, a body politic and corporate, hereinafter referred to as the "County" and the CITY OF GOLDEN, hereinafter referred to as the "City."

**WITNESSETH:**

WHEREAS, Section 29-1-201, *et seq.*, C.R.S., permits agreements between political subdivisions including counties and municipalities to provide services and to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, Section 15.6 of the City's Home Rule Charter permits it to enter into agreements with other governmental units for the furnishing or receiving of services; and

WHEREAS, the City may from time to time be in need of services for the transportation of impounded animals from the City to the Table Mountain Animal Center and to veterinary facilities; and

WHEREAS, the County has an animal control department with staff and vehicles to provide transportation for impounded animals.

NOW, THEREFORE, in consideration of the covenants and promises set forth and for good and valuable considerations, the sufficiency of which is hereby acknowledged, the County and the City agree as follows:

1. The parties agree that the City's Animal Control Officer, police officer for the City, or other individual or official designated by the City, hereinafter referred to as the "City Officer," may contact the Jefferson County Animal Control Department, hereinafter referred to as "Animal Control" and request transportation of any dog or cat, hereinafter referred to as "animal," which has been impounded by the City Officer. If the County, at its own discretion, determines that a vehicle and staff are available for transportation of an animal, the County shall accept custody of the animal impounded by the City Officer and shall transport the animal to the Table Mountain Animal Center at 4105 Youngfield Street, Golden, Colorado 80401. The County shall transport only dogs or cats for the City.

2. The County shall only transport an animal impounded by the City Officer and shall not make the decision to impound an animal. The County shall have no authority to impound an animal nor in any manner be responsible for the decision to impound the animal. Jefferson County shall not act as the animal control officer for the City. The City Officer must be present at the site from which transportation is to occur. If the City Officer is not on scene, then the County need not transport the animal.

3. If the City Officer impounding the animal determines the animal to be in need of veterinary services and the County has a vehicle and staff available, the County may transport the animal from the City to the veterinary facility designated by the City. The County may be called by the City to transport the animal from the veterinary facility to the Table Mountain Animal Center.

4. The City shall reimburse the County in the amount of Eighty-Five Dollars (\$85.00) per trip. If Animal Control transports an animal to a veterinary facility and then transports the animal to the Table Mountain Animal Center, this shall be deemed two trips for purposes of billing. Payment shall be made by the City to the County within thirty (30) days of submission of a bill to the City.

5. The parties agree that the services rendered by the County pursuant to this Agreement are rendered as a convenience to the City. The County makes no representations that it will have staff or vehicles available at any time a request for transportation is made. The County shall only transport animals when vehicles and staff are available. The County shall incur no liability if it is unable to provide transportation for any reason.

6. This Agreement may be terminated by either party upon ten (10) days written notice thereof. In the event of termination by the City, the City shall be liable for payment for work completed prior to termination.

7. Term of Agreement. This Agreement shall be effective upon signature by both parties.

8. Insurance. The County acts under this Agreement as an independent contractor and is solely responsible for necessary and adequate workmen's compensation insurance, personal injury and property damage insurance, and the personnel employed by the County under this Agreement are not and shall not become employees, agents, or servants of the City because of said performance of such work.

9. Indemnification. The City agrees to the extent permitted by law to indemnify and hold the County harmless from any and all damages, claims or demands of all persons, their heirs or successors on account of any act or omission by the City or its agents, employees or subcontractors in the determination of the decision to impound a particular animal or to provide veterinary services. The impoundment decision is the sole decision of the City. The City further agrees to the extent permitted by law to indemnify and hold the County harmless from any and all damages, claims, or demands of all persons, their heirs, or successors from any harm caused by the animal while the County is performing services for the City.

10. Venue. Venue for any and all legal actions regarding the transaction covered herein shall lie in the District Court in and for the County of Jefferson, State of Colorado, and this transaction shall be governed by the laws of the State of Colorado.

11. This Agreement constitutes the entire agreement of the parties hereto. This Agreement shall not be modified or rescinded except in writing signed by the parties which shall be incorporated as amendments to this Agreement. Any prior agreements between the parties concerning animal transport services are hereby terminated.

IN WITNESS WHEREOF, the parties have hereunto executed and made effective this Agreement.

(SEAL)  
ATTEST:

\_\_\_\_\_  
Deputy Clerk & Recorder

COUNTY OF JEFFERSON  
STATE OF COLORADO

By: \_\_\_\_\_  
Jim Moore  
County Administrator

(SEAL)  
ATTEST:

\_\_\_\_\_  
Susan M. Brooks  
City Clerk

CITY OF GOLDEN  
STATE OF COLORADO

By: \_\_\_\_\_  
Charles J. Baroch  
Mayor

Date: \_\_\_\_\_

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(SEAL)  
ATTEST:

  
\_\_\_\_\_  
Deputy Clerk & Recorder


COUNTY OF JEFFERSON  
STATE OF COLORADO

By:   
\_\_\_\_\_  
Jim Moore  
County Administrator


Date: 9-21-06



ATTEST:


  
\_\_\_\_\_  
Susan M. Brooks  
City Clerk

CITY OF GOLDEN  
STATE OF COLORADO

By:   
\_\_\_\_\_  
Charles J. Baroch  
Mayor

Date: 8/11/06

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant County Attorney