

AGREEMENT
REGARDING THE PROVISION OF ANIMAL SERVICES TO
THE TOWN OF COLLBRAN
2025

This Agreement is made this ____ day of _____, 20____, by and between Mesa County, Colorado, a political subdivision of the State of Colorado (the "County"), on behalf of the Mesa County Animal Services, and the Town of Collbran (the "Town").

WHEREAS, the Town has does its own enforcement of its animal control ordinance, but does not have sufficient impoundment facilities to house animals for other than a short time, nor a disposal facility; and

WHEREAS, Mesa County operates an animal control center, the Mesa County Animal Services Facility, suitable to house those animals collected in the Town of Collbran under its animal control program and to dispose of those animals, if necessary; and

WHEREAS, both parties desire to cooperate in animal control programs and coordinate services to affect mutual savings.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promised contained herein, the parties hereto hereby agree as follows:

1. Term. This Agreement shall be in effect from January 1, 2025, through December 31, 2025, unless earlier terminated under the provisions of paragraph 12 herein.
2. Definitions.
 - a. Official Representative: an individual designated by the Town to address and handle animal control issues within the Town.
 - b. Hold Time: a stray animal shall be held for 5 days as stated in the Dept. of Agriculture Pet Animal Care and Facility Act (PACFA).
 - c. Impoundment: completion of intake process and data entry of animals into the Mesa County Animal Services database.
3. Scope of Services. The County agrees to provide the Town the following services:
 - a. Upon receiving prior approval from the Mesa County Animal Services Facility staff, an official representative of the Town may

deliver animals to the Mesa County Animal Services Facility.

- b. When an animal is transported to the Mesa County Animal Services Facility from within the town limits of Collbran, with approval from the Town, the Mesa County Animal Services Facility will provide for boarding and disposal under the terms dictated by Mesa County Resolution MCM 2024-44, as amended or may be amended, and this Agreement.
 - c. Stray animals brought to the Mesa County Animal Services Facility from within the town limits of Collbran without prior approval of the Town will not be accepted. Reasonable efforts will be made by the Mesa County Animal Services Facilities to gain approval or disapproval from a Town representative regarding such stray animals.
 - d. Mesa County Animal Services staff will provide the Town with any information regarding ownership that is available. In turn, the Town will inform Mesa County Animal Services staff of any information pertinent to the adoptability or appropriate placement of any stray animal that is brought to the Mesa County Animal Services Facility
4. Cost for Services. The charges for services provided by Mesa County Animal Services under this Agreement are as follows:
- a. \$45.00 for each animal impounded at the Mesa County Animal Services Facility by or for the Town, plus charges noted below, as applicable.
 - b. \$10.00 per day room & board
 - c. \$15.00 per vaccination administered
 - d. \$15.00 per day quarantine and animal being held for Dangerous Dog charges
 - e. \$50.00 Euthanasia fee
 - f. \$50.00 for each trip Mesa County Animal Services staff makes to any location within the Town limits made at the request of an official representative for the Town.

- g. \$140.00 for each animal prepared, packaged and shipped to the State Department of Health for rabies examination. This fee includes the \$115.00 fee charged to Mesa County Animal Services by the State Department of Health for testing services.
 - h. The actual cost of veterinary care and/or grooming necessary to provide relief from pain or suffering for an animal being held on behalf of the Town.
- 5. Owner/Caretaker Notification. The Town is responsible for providing owner/caretaker notification in order to comply with all applicable laws and ordinances. Neither the County nor the staff of Mesa County Animal Services shall be responsible for any failure to provide or inadequate owner/caretaker notification.
- 6. Legal Hold Time of Animals. The Town is responsible for notifying staff of the Mesa County Animal Services Facility when to cease holding an animal. The Town shall ensure that the animal is held in accordance with all applicable laws and ordinances. Neither the County nor staff of Mesa County Animal Services shall be responsible for any act or consequence as a result of violation of the legal hold time.
- 7. Release of Animals. Mesa County Animal Services staff will match the animals with properly identified owners and assist owners in reclaiming their animals. Mesa County Animal Services staff will release the animal to the owner and advise the owner that owner information will be forwarded to the Town. If the owner of the animal elects to pay the required fees to reclaim the animal, Mesa County Animal Services staff will collect the fees and credit those fees to the Town's account. An owner (if known) who fails to reclaim their animal will be forwarded to the Town for follow up by that municipality.
- 8. No Patrol or Enforcement. Mesa County Animal Services staff will not patrol in or enforce laws, or otherwise be involved in the impoundment of animals within the city limits of the Town.
- 9. Invoicing. Mesa County will provide the Town with an accurate record of each animal impounded during the previous month. This record will include the animal's disposition. Included with these records will be an invoice detailing the dollar amount due Mesa County for services rendered. The Town shall pay each invoice within 30 days of receipt.
- 10. Ordinance. The Town certifies that it has an ordinance in effect requiring that current Mesa County dog licenses be worn by any dog, over 4 months of age, harbored within the Town.
- 11. Liability. To the extent permitted by law, the Town agrees to indemnify and hold

harmless Mesa County, its officials, officers, employees and agents from any and all damages, claims, actions and liabilities, including attorney's fees which may be claimed or asserted against Mesa County for acts or omissions by the Town which result from, or arise out of, the performance of this Agreement.

Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to either party, its officials, officers, employees, and agents, or any other person acting on behalf of either party and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1, of the Colorado Revised Statutes. This section shall survive termination of this Agreement.

12. Termination. Either party shall have the right to terminate this agreement with or without cause at any time by giving the other party thirty (30) days prior written notice of termination. Upon termination, the County shall be entitled to compensation for services performed prior to such termination, and both parties shall thereafter be relieved of any and all duties and obligations under this agreement.

Obligations of the parties are contingent upon the availability of appropriated funds for the purpose set forth in this Agreement.

13. General Provisions.

- a. Notices. All notices, requests, consents, approvals, written instructions, reports, or other communication between the parties herein and under this Agreement shall be in writing and shall be deemed to have been given or served if delivered or mailed by certified mail, postage prepaid, or hand delivered to the parties as follows:

Town of Collbran: Town Manager/Town of Collbran
1010 High Street
Collbran, CO 81624
Tel: 970-487-3751

Mesa County: Manager
971-A Coffin Road
Whitewater, CO 81527
Tel: 970-255-5003

Either party may change the address to which notices, requests, consents, approvals, written instructions, reports, or other communications are to be given by a notice of change of address given in the manner set forth in this paragraph (a).

- b. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action, or other proceedings against either of the parties herein because of any breach hereof or because of any terms, covenants, agreements, or conditions contained herein.
- c. No modification or waiver of this Agreement or any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the parties to this Agreement.
- d. This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the County or the Town other than those contained herein.
- e. This Agreement shall be binding upon the respective parties hereto, their successors or assigns and may not be assigned by anyone without the prior written consent of the other respective party hereto.
- f. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid Agreement or covenant were not contained herein.
- g. Both parties herein represent that it possesses the legal ability to enter into this Agreement. In the event that a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this Agreement, this Agreement shall be considered null and void as of the date of such court determination.

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

THE COUNTY OF MESA, COLORADO

ATTEST

BY: _____
 Bobbie Daniel, Chair
 Mesa County Commissioners

BY: _____
 Clerk to the Board

THE TOWN OF COLLBRAN,
 COLORADO

ATTEST

BY: _____

BY: _____

Town Clerk