

**AGREEMENT BETWEEN MESA COUNTY, COLORADO, A POLITICAL
SUBDIVISION OF THE STATE OF COLORADO, BY AND THROUGH THE MESA
COUNTY BOARD OF COUNTY COMMISSIONERS, AND THE CITY OF GRAND
JUNCTION, A COLORADO HOME RULE MUNICIPALITY, PERTAINING TO ANIMAL
SERVICES.**

The City of Grand Junction, a Colorado home rule municipality ("City"), and Mesa County, Colorado, a Political Subdivision of the State of Colorado, by and through the Mesa County Board of County Commissioners, ("Mesa County" or "County") for the benefit of Mesa County Animal Services ("MCAS") have determined that Mesa County shall provide animal services within the City. Those services will be pursuant to the City's home rule powers and under the provisions of §29-1-201, et. seq., C.R.S. as amended. This Agreement, dated January 31, 2023, is intended to provide the basis for animal services for the year January 1, 2023 through December 31, 2023.

AGREEMENT

(1) The City has adopted Title 6 of the Grand Junction Municipal Code ("Code" or "the Code") for the control of animals within the City. The City hereby agrees to provide the County with the authority necessary to administer and enforce the animal control Code within the City.

(2) The County agrees to enforce the Code as now codified and hereafter amended, in accordance with its provisions, consistent with proper enforcement practice and on a uniform basis throughout the City.

(3) During the term hereof, the City will pay to the County, Three Hundred and Sixty Five Thousand, One Hundred Forty and 72/100ths, (\$365,140.72). The City shall make three equal payments to the County of, Ninety-One Thousand, Two Hundred Eighty Five and 18/100ths, (\$91,285.18) on or before March 31, June 30, and September 30, 2023. A final payment for 2023 services shall be made on or before January 15, 2024 following an actual cost accounting for the animal control services provided to the City by MCAS. The final payment for services shall not exceed \$365,140.72 but may, as shown by the accounting, be less than that amount. Upon receipt of four payments not to exceed the total sum of \$365,140.72 the County shall have received full consideration for its services.

All fines and shelter/impoundment revenues derived from 2023 enforcement under this Agreement shall be paid to the County as additional consideration for the services rendered and such revenue is separate and apart from the calculation of payments due to the County from the City.

(4) The consideration paid by the City to the County as established by this

Agreement is sufficient to support the making and enforcement of this Agreement. The consideration is determined as follows:

a. Mesa County's actual expenses (shown herein below as personnel expenditures, operating expenditures and Mesa County OMB Circular A-87 Cost Allocation Plan – 2021 Actual Expenditures) for animal services from July 1, 2021 through June 30, 2022, shall be reduced by MCAS operation revenues from July 1, 2021 through June 30, 2022, excluding as provided in (3) all fines and shelter/impoundment revenues paid by the City.

The resulting amount represents the Estimated Net Cost of the overall, combined City-County animal services program for 2023.

The City and County recognize and acknowledge that the County will occasionally incur capital expenditures related to the County facilities, equipment and/or tooling utilized in providing the services referenced in this Agreement. The only capital expenditures permitted in the formula in paragraph (4)c hereof are capital expenditures that have been agreed to in writing by both the City and County prior to such costs for capital expenditures actually being expended. There are no approved Capital expenditures for the term of this Agreement.

b. As part of this Agreement, the County's dispatch and patrol stops are logged within a database. The percentage of animal services attributable to the City is calculated from this data after administrative stops have been deleted.

c. Multiplying the Estimated Net Cost of the City-County Program by the percentage of the workload attributable to enforcement activity within the City yields an amount representing the Estimated City Cost for Animal Services 2023. The resulting figure is the estimated amount due Mesa County under this Agreement for providing animal control services in 2023. That amount will be paid as provided in paragraph (3) hereof.

The 2023 calculation is:

\$ 712,922.00	personnel expenditures 7/1/21 to 6/30/22
\$ 149,582.00	operating expenditures 7/1/21 through 6/30/22
\$ 325,139.00	Mesa County A-87 Cost Allocation Plan 2021 Actual Expenditures
\$ 477.00	Capital expenditures 7/1/21 to 6/30/22
\$ 385,260.00	MCAS operation revenues from 7/1/21 through 6/30/22

\$ 802,860.00	Estimated Net Cost of City-County Program
X 45.48%	City's 3-year average percentage of Animal Control Responses 7/1/19 through 6/30/22
\$ 365,140.72	Estimated City Cost for Animal Services 2023.
\$ 91,285.18	PAYMENTS DUE Mesa County for Estimated City Cost for Animal Services for 2023. Final payment based on actual costs, all payments not to exceed Estimated City Cost for Animal Services 2023.

(5) The County shall provide animal services pursuant to this Agreement during those hours best suited, as determined by the County, for enforcement. The County shall provide a standby system for emergency calls for all other hours. In situations that cannot be handled solely by the County, the Grand Junction Police Department may be called by the County to assist.

(6) The County will select and supervise the personnel providing animal services under this Agreement. Mesa County shall provide to the City all necessary or required reports on the activities of the animal services officers.

(7) Enforcement actions arising out of or under the Code shall be prosecuted in the Grand Junction Municipal Court in the same manner as other enforcement actions as determined by the City prosecutor. The City agrees to reasonably cooperate with the County in enforcement and prosecution activities.

(8) Liability. Each party understands and agrees that each may be protected by and will rely on and do not waive or intend to waive by any provision of this Agreement the limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, 24-1-101, et seq., C.R.S. and as amended. Each party shall be responsible for its own acts and results thereof and shall not be responsible for the acts of the other party and the results thereof. Any person(s) employed by the City or the County that performs work hereunder shall remain employee(s) of the respective party and not agent(s) and/or employee(s) of the other party.

(9) This Agreement shall terminate upon six months' written notice of intent to terminate, or on December 31, 2023 if the parties to this Agreement enter into a new agreement for the provision of animal control services in the succeeding year as set forth below. Notice to terminate, if issued, shall be sent to the appropriate signatory of this Agreement by certified mail.

(10) It shall be the responsibility of the County to provide the City with a proposed animal services Agreement for 2024 services no later than November 1, 2023. After

review of the proposed Agreement, the City will on or before December 1, 2023, either issue a preliminary acceptance of the proposed Agreement or a written notice of termination of the existing Agreement and a statement of the City's intention not to enter into the proposed Agreement for animal services in the succeeding calendar year.

(11) If preliminary acceptance has been given, the proposed Agreement shall not become effective until expiration of the then existing Agreement and until signed by the parties. The City's preliminary acceptance may be withdrawn at any time prior to signing of the Agreement by notification of termination being sent to the County as specified in paragraph 9. If preliminary acceptance is withdrawn by a notice of termination, the City will pay for, and the County will provide, animal services for six (6) months from the date of the notice of termination.

(12) The terms and rates for the six (6) months service continuation period after notice of termination shall be those agreed to by the parties in the 2023 Agreement.

(13) If terms and conditions of the proposed Agreement are not accepted by the parties in the form of a signed written Agreement, on or before December 31, 2023, the provision of animal services to the City shall cease June 30, 2024.

Attest:


City Clerk:

Date:

Jan. 11, 2023

Attest:


County Clerk:

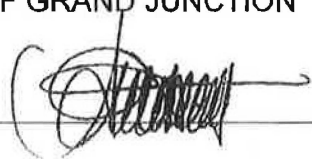
Date:

1-31-2023

CITY OF GRAND JUNCTION

Mayor:


Date:


1/11/23

COUNTY OF MESA

Board of County Commissioners
Chairperson:

Date:


January 31, 2023