

AGREEMENT
REGARDING THE PROVISION OF ANIMAL SHELTER
SERVICES TO THE CITY OF GRAND JUNCTION
2026

This Agreement is made this 10th day of February, 2026, 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 City of Grand Junction (the "City"). The County and City may be referred to as a "Party" or collectively as "Parties."

WHEREAS, the City has its own animal control program but does not have sufficient shelter facilities to house animals for other than a short time, nor a disposal facility; and

WHEREAS, the County operates the Mesa County Animal Services Facility, suitable to house those animals collected in the City under its animal control program and to dispose of those animals, consistent with applicable law; and

WHEREAS, the Parties desire to enter into an agreement for shelter services.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the Parties agree as follows:

1. Term. This Agreement shall be in effect from January 1, 2026, through December 31, 2026, unless earlier terminated under the provisions of Section 12 herein.
2. Definitions.
 - a. Official Representative: a person or persons designated by the City to respond to animal control issues within the City.
 - b. Hold Time: no less than the time a stray animal must be held pursuant to C.R.S. §§ 35-80-101 et seq.
3. Scope of Services. The County for the consideration to be provided in accordance with this Agreement will provide the City with the following services:
 - a. An Official Representative of the City may, pursuant to the terms of this Agreement, transport and deliver animals to the Mesa County Animal Services Facility.

- b. When an animal is transported and delivered to the Mesa County Animal Services Facility from within the City limits, with approval from the City, the Mesa County Animal Services Facility will provide for boarding and disposal under the terms of 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 City without prior approval of the Official Representative will not be accepted. Reasonable efforts will be made by the Mesa County Animal Services Facilities to gain approval from an Official Representative regarding accepting stray animal(s) on a case-by-case basis.
 - d. Mesa County Animal Services staff will provide the City with any information regarding ownership that is available. In turn, the City will inform Mesa County Animal Services staff of any information pertinent to the adoptability or appropriate placement of any owner release or stray animal that is brought to the Mesa County Animal Services Facility.
4. Cost for Services. The City agrees to pay the County for services provided by Mesa County Animal Services under this Agreement as follows:
- a. \$45.00 for each animal impounded at the Mesa County Animal Services Facility by or for the City, in addition to any of the applicable charges listed in paragraphs b-h of this section.
 - b. \$10.00 per day per animal for room & board.
 - c. \$15.00 per vaccination administered.
 - d. \$15.00 per day for each animal held in quarantine and for each animal being held for Dangerous Dog charges.
 - e. \$50.00 per animal euthanized.
 - f. \$50.00 for each trip Mesa County Animal Services staff makes to any location within the City made at the request of an Official Representative for the City.
 - 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 City.

5. Owner/Caretaker Notification. The City 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. Hold Time of Animals. The City is responsible for notifying staff of the Mesa County Animal Services Facility when to cease holding an animal. The City 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 Hold Time.

In cases where animals are released directly to Mesa County Animal Services staff by the owner, the release signed by the owner will serve as a cease to hold.

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 City. 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 City's account. Required fees include the costs for all services charged to the City under Section 4 of this Agreement. An owner (if known) who fails to reclaim their animal will be forwarded to the City for follow up by the City.
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.
9. Invoicing. The County will provide the City 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 to the County for services rendered. The City shall pay each invoice within 30 days of receipt.
10. Licensing. Licensing of animals within each Party's jurisdiction shall be controlled by the ordinance of the respective jurisdiction.
11. Colorado Governmental Immunity Act. 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 11 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 forty-five (45) days prior written notice of termination. Upon termination, the County shall be entitled to compensation for services satisfactorily performed prior to such termination, and both Parties shall thereafter be relieved of any and all duties and obligations under this Agreement, except as provided in Section 11.

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:

City of Grand Junction: Chief of Police/Grand Junction Police
Department
555 Ute Avenue
Grand Junction, CO 81501
Tel: 970-549-5000

Mesa County: Manager
971-A Coffman 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) of this section.

- 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 City 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. If 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

BY: 
James JJ Fletcher, Chair
Mesa County Board of Commissioners

ATTEST:


Mesa County Clerk to the Board



THE CITY OF GRAND JUNCTION, COLORADO

BY: 
Michael P. Bennett
City Manager

ATTEST:

BY: 
City Clerk