

AGREEMENT
BETWEEN MESA COUNTY, COLORADO, A POLITICAL SUBDIVISION OF THE
STATE OF COLORADO, BY AND THROUGH THE MESA COUNTY BOARD OF
COUNTY COMMISSIONERS, FOR THE BENEFIT OF MESA COUNTY ANIMAL
SERVICES 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, for the benefit of Mesa County Animal Services ("Mesa County" or "County") 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 _____, 2017, effective as of January 1, 2018, for animal services for the year January 1, 2018 through December 31, 2018.

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 City regulations ("Code"), relating to animal control, 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, Two Hundred Twenty-five Thousand, Eight Hundred Ninety-six and 19/100, (\$225,896.19). One-fourth of that amount, Fifty-six Thousand, Four Hundred Seventy-four and 04/100, (\$56,474.04) shall be paid quarterly. All fines and shelter/impoundment revenues derived from enforcement under this Agreement shall be paid to the County as additional consideration for the services rendered.

(4) The consideration paid by the City to the County is sufficient to support this Agreement and the same is determined as follows:

a. Mesa County's actual expenses for animal services from July 1, 2016 through June 30, 2017, along with Mesa County OMB Circular A-87 Cost Allocation Plan – 2016 Actual Numbers shall be reduced by actual revenues from July 1, 2016 through June 30, 2017. The resulting amount represents the cost of the overall combined City-County animal services program. 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 that would be permitted in the formula identified 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.

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 Cost of the Program by the percentage of the workload attributable to enforcement activity within the City yields an amount representing the cost of providing service to the City. The resulting figure is the amount due Mesa County under this Agreement for providing animal control services in 2018.

Listed below is the 2018 calculation:

\$ 566,559.01	personnel expenditures 7/1/16 to 6/30/17
\$ 132,235.31	operating expenditures 7/1/16 through 6/30/17
\$ 192,779.00	Mesa County A-87 Cost Allocation Plan 2016 Actual Expenditures
\$ 0.00	Capital expenditures
\$ 351,553.64	revenues from 7/1/16 through 6/30/17
\$ 543,019.68	cost of city-county program
X 41.6	City's percentage of Animal Control Responses 7/1/16 through 6/30/17
\$ 225,896.19	contract amount due Mesa County in 2018.
\$ 56,474.04	QUARTERLY PAYMENTS DUE Mesa County. Contract amount divided by four (4) quarterly payments.

(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) 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, 2018 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 2018 services no later than November 1, 2018. After review of the proposed Agreement, the City will on or before December 1, 2018, 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 2018 Agreement, unless the six months extends beyond December 31, 2018, in which case the remainder of the six months shall be controlled by the terms and rates of the proposed Agreement,

which shall be effective during the service period following December, 2018 until the completion of the six-months termination period.

(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, 2018, the provision of animal services to the City shall cease June 30, 2019.

Attest:



CITY OF GRAND JUNCTION

W. Winkelmann

City Clerk:

Brenda Burt

Mayor pro tem:

Date: 12/20/2017

Date: 12/20/2017

Attest:

COUNTY OF MESA

County Clerk:

Board of County Commissioners
Chairperson:

Date: _____

Date: _____