

AGREEMENT FOR ANIMAL WELFARE SERVICES

This Agreement is made effective as of the 1st day of January 2024 (the “Effective Date”), by and between Town of Mead, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, CO, hereinafter referred to as "the Town" and NOCO Humane, a Colorado nonprofit corporation, with a principal place of business at 3501 E. 71st St., Loveland, CO 80538, hereinafter referred to as “NOCO Humane” (and together, the “Parties”).

WHEREAS, the Town is interested in promoting the humane care and treatment of animals and desires to contract for economical, safe, and humane animal sheltering services;

WHEREAS, NOCO Humane is dedicated to the safe and humane treatment of animals and desires to support and furnish said services;

WHEREAS, NOCO Humane operates a State-licensed animal shelter at 3501 East 71st Street, Loveland, Colorado (“the Shelter”), and employs trained and qualified persons to transport, shelter and handle animals within its custody;

WHEREAS, the Town desires to engage NOCO Humane to furnish services for residents of the Town subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Town and NOCO Humane agree to the following:

1. Duration of the Agreement. This Agreement shall have initial term of one year, January 1, 2024 through December 31, 2024.
2. Automatic Renewal. This Agreement shall automatically renew for successive 12 month terms, unless either party gives notice in writing of the intent not to renew at least 30 days prior to the end of a term or unless sooner terminated as provided herein. No increase in the fees set forth in the Fee Schedule (Section 10 of this Agreement below) or decrease in level of services to be provided by NOCO Humane to the Town shall be authorized unless a written amendment to this Agreement is reviewed and approved by the Town in accordance with Section 13 of this Agreement.
3. Termination. Either party may terminate this Agreement, with or without cause and with or without providing reasons for termination, upon giving the other party a minimum of ninety (90) days’ prior written notice. Upon termination, NOCO Humane shall be due and owing all amounts due for services previously rendered and completed through the effective date of termination.
4. Services. NOCO Humane shall furnish and provide the following services for the Town:
 - a. an animal shelter and all equipment necessary for the efficient, humane, and effective operation of an animal shelter;
 - b. competent veterinary medical care for all animals impounded at its animal shelter

through the availability of the professional services of a Doctor of Veterinary Medicine licensed to so practice in the State of Colorado;

- c. all medical supplies, professional instruments, and equipment necessary for the efficient and effective operation of an animal shelter, along with such as may be required for the disposal of dead animals consistent with public health and safety; and
- d. vehicles equipped with equipment necessary for humane transport of animals impounded by the town to the animal shelter or designated veterinary clinic.

5. Performance of Services. In the performance of the services, NOCO Humane shall:

- a. conduct the operations of the animal shelter within and upon the Shelter;
- b. comply with the applicable laws of the State of Colorado, including but not limited to, the Pet Animal Care and Facilities Act, C.R.S. §§ 35-80-101 through 117 (“Act”), ordinances of the Town, the existing administrative directives of the Town, and such future administrative directives of the Town as may from time to time be agreed to by NOCO Humane and the Town, relative to operating and managing the Shelter or future animal shelter(s) that may be opened and operated by NOCO Humane during the term of this Agreement;
- c. maintain the Shelter in a clean, sanitary condition as required by the Act;
- d. accept from Town for impoundment in the Shelter, dogs, cats, and other domestic companion animals similar in size to dogs and cats. Animals delivered by Town residents, including animals received from the Town’s Police Department personnel, Larimer County Sheriff’s Office, or Weld County Sheriff’s Office personnel in the performance of their duties, will be considered from the Town;
- e. do each and every other professional act deemed necessary or appropriate to the end that the Shelter shall be operated in an efficient, effective, and economical manner;
- f. not release or otherwise dispose of any living animal placed by the Town with NOCO Humane under the terms of this Agreement unless and until all fees, and all applicable state and local laws have been satisfied, including without limitation impoundment periods prescribed by such laws, except where euthanasia prior to that time is deemed necessary or appropriate by the veterinarian or designated shelter personnel advising NOCO Humane;
- g. keep and maintain all animals covered by this Agreement impounded to it by the Town under the provisions of this Agreement for at least the time required by the Act. In the event any animal is held for the purpose of observation for the presence of rabies, the animal shall be held for such times as directed by the Town Chief of Police or Health Department, or other designated individual which time shall not

be less than ten (10) days or such greater times as may be provided in the governing Town regulation or ordinance during which times, the daily board fee will be collected from the owner of the animal, or in the case of an unowned animal, will be paid by the Town;

- h. not release an animal to its owner unless all requirements of the Town's regulation or ordinances, including payment of impoundment fees have been complied with unless NOCO Humane, in its sole discretion, waives said fees;
 - i. Submit a report to the Town on a quarterly basis listing the following information in regard to the previous quarter:
 - 1. Total number of stray animals admitted from the Town. If the animal is brought to NOCO Humane by a citizen, NOCO Humane will make best efforts to confirm that the animal was found at an address in the Town.
 - 2. Total amount due based on fees described in Section 10 of this Agreement.
 - 3. Total number of impounded animals returned to their owners.
 - 4. Total number of impounded animals not reclaimed by their owners.
 - 5. Total fees due by the Town for animals not reclaimed by their owners based on fees described in Section 10 of this Agreement.
 - 6. Total fees due by the Town for unowned stray animals held under rabies quarantine based on fees described in Section 10 of this Agreement.
 - 7. Total fees due by the Town for animals seized or held under court order based on fees described in Section 10 of this Agreement.
6. Transport of Animals by the Town. With regard to assisting NOCO Humane and transporting animals pursuant to this Agreement, the Town shall:
- a. provide humane treatment, adequate food, access to water and sanitary conditions for animals picked up by the Town until they can be transported to the Shelter;
 - b. transport the animals within a reasonable time from the time the animal is taken into custody by the Town; and
 - c. immediately notify NOCO Humane or immediately transport an animal to a licensed veterinarian for treatment if the animal is suffering or requires immediate veterinary care.
7. Town Assistance with Enforcement. With regard to assisting NOCO Humane with enforcement of animal regulations pursuant to this Agreement, the Town shall:
- a. provide NOCO Humane with yearly training of Town animal ordinances and swear-in NOCO Humane officers; and

- b. provide NOCO Humane with appropriate paperwork to enforce Town animal ordinances.

8. Indemnity. Notwithstanding anything else herein, NOCO Humane shall protect, defend, indemnify, and hold harmless the Town, the departments and agencies thereof, its officers, elected and appointed, and its employees, servants, and agents from any and every action, cause of action, claim, or demand of any third party resulting from or arising out of any negligent act or omission of NOCO Humane, its officers, employees or agents, relating to the performance of any of the obligations of NOCO Humane under this Agreement, if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of NOCO Humane, or any officer, employee, or agent of NOCO Humane, or which arise out of a worker's compensation claim of any employee of NOCO Humane. NOCO Humane shall not however, be liable for the acts, claims, or demands which may arise solely from the negligent acts of the Town, its officers, elected or appointed, and the departments thereof.

9. Insurance. NOCO Humane shall carry liability insurance sufficient to insure against acts of omission of NOCO Humane, its employees and agents, with the minimum coverage as follows:

Bodily Injury	\$150,000.00 per occurrence/\$4,000,000.00 aggregate
Property Damage	\$50,000.00

The Town shall be an "Additional Insured" on any policy obtained by NOCO Humane pertaining to its duties under this Agreement with respect to operations performed by or on behalf of NOCO Humane and falling within the scope of this Agreement.

10. Fee Schedule. The Town agrees:

- a. to pay NOCO Humane \$100 per stray animal reclaimed by its owner.
- b. to pay NOCO Humane \$260 per stray animal not reclaimed by its owner.
- c. to pay NOCO Humane \$20/day board fee for each animal seized or held under court order beyond 5 days.
- d. to pay NOCO Humane \$400 per stray animal held under rabies quarantine which are not reclaimed.
- e. to pay NOCO Humane \$90 per instance for after-hours impound assistance between the hours of 6:00 pm- 9:00am Monday – Friday and 5:00pm – 9:00am Saturday and Sunday, and on Holidays;
- f. that NOCO Humane may retain, as additional compensation, all impound fees collected by NOCO Humane from individuals to whom animals are released which have been impounded by the Town.

11. Independent Contractor Status. The Parties agree that:

- a. NOCO Humane is and shall at all times remain an independent contractor.

- b. NOCO Humane shall make no representation that it is a Town employee for any purposes.
 - c. NOCO Humane, its officers, agents, or employees shall at no time be deemed employees, officers, or agents of the Town.
 - d. NOCO Humane shall be solely responsible for the acts of its officers, agents, and employees and payment of all withholding taxes, social security, unemployment compensation, workers' compensation, or other taxes, and shall hold the Town harmless and indemnify the Town from all claims for the same.
 - e. NOCO Humane has under this Agreement only the right to receive compensation from the Town for the services performed hereunder.
 - f. As to dealings with third parties, neither Party shall have any power to bind the other by contract or any other manner, nor shall either have any power or authority to act for or on behalf of the other.
 - g. NOCO Humane shall not assign any of the rights acquired by or delegate the duties imposed upon it under the provisions of the Agreement without having first obtained the written permission of the Town to do so.
12. Taxes. The Town will not:
- a. withhold FICA (Social Security and Medicare taxes) from NOCO Humane's payment or make FICA payments on NOCO Humane's behalf; or
 - b. withhold state or federal income tax from NOCO Humane's payments.
13. Amendments. This Agreement may not be amended or modified except by written instrument agreed to and executed by all Parties.
14. Waiver of Breach. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as, or to be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.
15. Signatures. For purposes of this Agreement, there may be any number of counterparts, each of which shall be deemed as originals. Facsimile, scanned, and other electronic signatures permitted by law, for purposes of this Agreement, shall be deemed as original signatures.
16. Governing Law. This Agreement will be governed by the laws of the State of Colorado.
17. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class US Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

If to NOCO Humane: NOCO Humane
c/o Judy Calhoun
3501 E. 71st St.
Loveland, CO 80538

If to the Town: Town of Mead
Attn: Town Manager
441 Third Street
P.O. Box 626
Mead, Colorado 80542

With Copy to:
Michow Guckenberger McAskin LLP
Attn: Mead Town Attorney
5299 DTC Blvd, Suite 300
Greenwood Village, Colorado 80111

18. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings, whether written or unwritten, with respect to the same subject matter.
19. Assignment. Neither this Agreement nor any of the rights or obligations of the parties shall be assigned by either party without the written consent of the other.
20. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, this AGREEMENT is entered into as of the Effective Date noted on page one above, notwithstanding actual date of execution. The Parties hereby agree to the same and execute this Agreement by their duly authorized representatives as follows:

ATTEST:

TOWN OF MEAD:

Mary E. Strutt, MMC, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

ATTEST:

NOCO HUMANE, a Colorado nonprofit
corporation

By: _____