

**SUBJECT:                   APPROVAL OF A SERVICE AGREEMENT WITH HUMANE  
                                  SOCIETY OF BOULDER VALLEY FOR ANIMAL IMPOUNDMENT  
                                  SERVICES**

**DATE:                     DECEMBER 17, 2024**

**PRESENTED BY:   RAFAEL GUTIERREZ, CHIEF OF POLICE**

**SUMMARY:**

The Humane Society of Boulder Valley seeks to enter into a new two-year agreement with the City of Louisville effective January 1, 2025 through December 31, 2026. The City of Louisville and the Humane Society of Boulder Valley entered into previous service agreements in the past, that have since expired and are now seeking to enter into a new agreement to cover the next two-year budget cycle.

The Humane Society of Boulder Valley maintains an animal shelter facility within Boulder County, CO and acts as the receiving agent for animal impoundments, to provide sheltering and care of animals brought to their facility by authorized City of Louisville personnel. As per the agreement, the Humane Society is responsible for sheltering and caring for the animals brought to their facility while reasonable efforts are made to locate owners of impounded animal(s) so they may be reclaimed. The Humane Society shall hold all impounded animals for a 5-day holding period while working to have impounded animals reclaimed. After the expiration of the 5-day holding period the Humane Society may dispose of any animal not reclaimed.

The Humane Society provides 24 hours per day, seven days per week access to its facilities for authorized personnel for the purpose of receiving impounded animals. Exceptions to this access, with reasonable notice to the City, are outlined in the agreement and include emergency situations, legal or regulatory requirements, and unforeseen operational constraints.

**FISCAL IMPACT:**

The City agrees to pay the Humane Society a total fee of \$26,900 for two years of service as listed in the agreement. The fees will reflect an annual cost of \$13,200 in the year 2025 and \$13,700 in the year 2026. The Humane Society will bill the police department on a quarterly basis and the proposed fees were included and approved in the budget process for 2025 and 2026. There is a provision in the agreement for additional costs if the number of animal impoundments exceeds 50 per year. On average over the last 5 years, the City of Louisville impounded approximately 40 animals per year.

**SUBJECT: AGREEMENT FOR ANIMAL IMPOUND SERVICES**

**DATE: DECEMBER 17, 2024**

**PAGE 2 OF 2**

**PROGRAM/SUB-PROGRAM IMPACT:**

Public Safety and Justice-Patrol and Investigation: provides animal sheltering resources as a core service for managing animal impoundments safely and humanely.

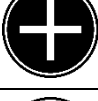
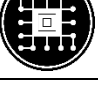
**RECOMMENDATION:**

Staff recommends approval of the two-year agreement with the Humane Society of Boulder Valley for animal impoundment services for calendar years 2025 and 2026.

**ATTACHMENT(S):**

1. 2025-2026 Humane Society of Boulder Valley Services Agreement

**STRATEGIC PLAN IMPACT:**

|                          |                                                                                                                                       |                                     |                                                                                                                           |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> |  <b>Financial Stewardship &amp; Asset Management</b> | <input checked="" type="checkbox"/> |  <b>Reliable Core Services</b>           |
| <input type="checkbox"/> |  <b>Vibrant Economic Climate</b>                     | <input type="checkbox"/>            |  <b>Quality Programs &amp; Amenities</b> |
| <input type="checkbox"/> |  <b>Engaged Community</b>                          | <input type="checkbox"/>            |  <b>Healthy Workforce</b>              |
| <input type="checkbox"/> |  <b>Supportive Technology</b>                      | <input checked="" type="checkbox"/> |  <b>Collaborative Regional Partner</b> |

## **Agreement for Animal Impoundment Services**

This Agreement for Animal Impoundment Services (the "Agreement") is made as of the 1<sup>st</sup> day of January 2025 (the "Effective Date"), by and between the City of Louisville, Colorado (the "City"), and The Humane Society of Boulder Valley, Inc. (the "Humane Society") (each a "Party" and collectively the "Parties").

The Parties, in consideration of their respective rights and obligations as set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. **Term.** This Agreement shall commence on the Effective Date and terminate on December 31, 2026, unless renewed or extended by written agreement of the Parties.
2. **Termination.** This Agreement may be terminated by either Party, with or without cause, provided that termination shall not be effective until 90 days after the terminating Party provides written notice of termination to the other Party.
3. **Amendment.** This Agreement may be amended by the Parties at any time during its term, provided it is amended in writing and such amendment is agreed to and signed by the authorized representatives of both Parties.
4. **Services to be Provided by the Humane Society.**
  - a. The Humane Society agrees to maintain a shelter facility (the "Facility") within Boulder County, Colorado in accordance with all applicable State of Colorado health and animal treatment statutes. Except as provided in Section 5, the Humane Society further agrees to act as the receiving agency for impoundment and sheltering purposes with respect to all animals brought to the Humane Society's Facility by authorized personnel of the City ("Authorized Personnel").
  - b. The Humane Society shall hold all impounded animals for 5 days (the "Holding Period"). If an impounded animal is not reclaimed by a verified owner during the Holding Period, the Humane Society may, following the expiration of the Holding Period, dispose of any such animal. The Humane Society shall make reasonable efforts to contact the owner of any impounded animal brought to it by the City under this Agreement which bears reasonable means of identification. Reasonable efforts will consist of attempting to contact the owner at the phone number indicated on the license or tag.
  - c. Except during any week where a Legal Holiday occurs, the Humane Society shall maintain a schedule of at least 40 hours per week whereby animals impounded under this Agreement may be reclaimed by their owner. In any week in which a Legal Holiday occurs, eight hours may be deducted from the required 40 hours for each such holiday. "Legal Holiday" shall include, without limitation, any day that is not a Saturday or Sunday on which banks or other financial institutions are generally closed in the State of Colorado. In addition to the recognized Legal Holidays, the Humane Society shall be permitted to close its operations due to emergencies that are determined, in good faith and at the reasonable discretion of the Humane Society, to pose a risk to the safety or well-being of the Humane Society's

staff or to the animals in its care. In such cases, the Humane Society shall provide notice to the City as soon as practicable and shall make reasonable efforts to, but shall not be required to, reschedule for any missed hours.

- d. In addition, the Humane Society shall make its shelter facilities available to Authorized Personnel for the purpose of receiving impounded animals under this Agreement on a basis of 24 hours per day, seven days per week, except in the following cases:
  - i. *Emergency Situations*: When emergencies arise that affect the safety or operation of the Humane Society's operations, including, but not limited to natural disasters, severe health or safety risks, and critical equipment failures. The Humane Society shall notify the City as soon as practicable and provide information on alternative arrangements or a revised timeline for availability.
  - ii. *Legal or Regulatory Requirements*: If compliance with legal or regulatory requirements necessitates temporary adjustments to operating hours. The Humane Society shall inform the City of such requirements and provide relevant documentation.
  - iii. *Unforeseen Operational Constraints*: In cases where unforeseen constraints prevent the Humane Society from operating, such as severe staff shortages or extreme operational issues. The Humane Society shall provide notice to the City as soon as practicable and, to the extent possible, make reasonable efforts to provide alternative arrangements for receiving impounded animals.
  - iv. *Holiday Closures*: On recognized Legal Holidays, the Humane Society may have reduced hours or be closed. The Humane Society shall provide advance notice to the City of any such holiday closures.
- e. The Humane Society shall provide the City with continuous access to the Humane Society's software database that tracks sheltered animals (the "Database"). The Database shall enable the City to search and view information regarding animals and individuals using criteria such as their name, identification number, street, city, or zip code. Notwithstanding the foregoing, the Humane Society shall not be liable for any interruptions in access to the Database, including, but not limited to, outages, maintenance, or technical issues. The Humane Society shall not be held responsible for any reliance on outdated or incorrect information contained in the Database. The City shall maintain the confidentiality of all animals and personally identifiable information contained within the Database, including, but not limited to, outcomes related to each animal. Confidential information shall not include information that: (i) is in the public domain; (ii) is required to be disclosed by law; or (iii) is necessary for the City's law enforcement purposes; provided, however, that the Humane Society shall not be required to provide any information that would violate applicable laws or regulations. The City shall implement reasonable safeguards to protect the confidentiality and security of the information provided, which shall include, at a minimum, measures consistent with applicable local government policies and best practices for data security. The City shall be liable for any unauthorized disclosure or misuse of such confidential information. In the event the City is unable to fulfill its obligations under this section, the City shall promptly notify the

Humane Society as soon as reasonably practicable and cooperate in any necessary remedial actions.

5. **Exceptions to Humane Society's Obligation to Provide Services.**

- a. The Humane Society is not obligated to accept animals other than dogs or cats under this Agreement, unless authorized by the Chief Executive Officer of the Humane Society (the "CEO") or by the CEO's authorized representative. Seriously sick or seriously injured animals brought to the Facility may be treated or euthanized at the sole option of the Humane Society, following reasonable efforts to contact the owner as specified herein, and the Humane Society shall not be required to wait for any other applicable holding or impoundment period provided herein. In the event disposal of an animal is required due to serious illness or injury, the Humane Society shall make all reasonable efforts to identify and notify the owner of the animal's location and condition before destroying it, by researching all lost animal reports; however, the Humane Society shall not undertake identification efforts which it determines, in its sole discretion, would unduly prolong suffering of the animal in question. The Humane Society shall not provide any shelter or impoundment services for barnyard animals.
- b. All animals impounded by the City shall be the responsibility of the City until deposited at the Facility. Thereafter, all animals shall be the responsibility of the Humane Society under the terms of this Agreement.
- c. The City is solely responsible for transporting animals from its jurisdiction, including animals that have been left or abandoned at a private veterinary clinic or boarding facility by officers or private citizens.
- d. *Court Ordered Impoundment Surcharge.* In addition to the compensation provided for above, the City shall pay the Humane Society a daily surcharge of \$40 for each animal ordered to be impounded pending a case in a court of law, provided that the result of the case does not provide for the cost of care compensation from the guardian to the Humane Society.
- e. *Rabies Bite Quarantine Surcharge.* In addition to the compensation provided for above, the City shall pay the Humane Society a daily surcharge of \$40 for each stray or seized animal required to be quarantined for rabies bite confinement.
- f. *Large Event Impoundment Surcharge.* In the event of a large impoundment (e.g., hoarding case) from a single resident, whether by relinquishment or otherwise, the City agrees to pay the Humane Society \$100 per animal. The \$100 per animal charge shall take effect when five animals or more are relinquished or in a large impoundment case.
- g. *Compensation for Declared Disasters.* In addition to the foregoing and upon verification of costs, the City will reimburse the Humane Society for impounding or providing temporary boarding to animals from the City during a disaster emergency declared by the City or the State of Colorado. In such event, the following fee schedule shall apply:

- i. \$52 per day per animal housed, which covers health checks and minor medical care;
- ii. Actual costs of urgent or emergency care, staff time costs for non-exempt staff including over-time and additional staff attributable to the disaster emergency, after the Humane Society has made a reasonable attempt to collect from the animal owner;
- iii. Transportation of animals by the Humane Society to Louisville addresses at a standard IRS mileage rate. The Humane Society agrees to make reasonable efforts to first arrange with the City for the transportation of any animal to an address in Louisville prior to initiating Humane Society transportation and;
- iv. Additional supplies attributable to the disaster emergency will be reimbursed upon review and approval of the City.

6. **Compensation.** The City agrees to pay the Humane Society for all services provided under this Agreement in accordance with this Section 6, except as otherwise specified in Sections 5(d)-(g). The Humane Society shall issue and deliver invoices to the City on a quarterly basis, and the City shall make payment in full to the Humane Society within 30 days of receipt of each invoice.

- a. The City agrees to pay to the Humane Society an annual fee of \$13,200 for the period of January 1, 2025 through December 31, 2025.
- b. The City agrees to pay to the Humane Society an annual fee of \$13,700 for the period of January 1, 2026 through December 31, 2026.
- c. *Surcharge for Increased Impoundments.* Each January following each full calendar year during the term of this Agreement, the Humane Society shall review the number of animals provided by the City to the Humane Society for impoundment during the previous calendar year. If such number exceeds 50 animals, the Humane Society shall invoice the City for, and the City shall pay to the Humane Society, a surcharge based on the number of animals above the 50-animal threshold. The surcharge rate shall be calculated in accordance with the following schedule:

| Number of Impounded Animals | Surcharge Amount |
|-----------------------------|------------------|
| 51 – 55                     | \$1200           |
| 56 – 60                     | \$2400           |
| Greater than 60             | \$260 per animal |

7. **Reclaim Rights and Obligations.**

- a. Each animal impounded by the City and placed with the Humane Society pursuant to this Agreement may be reclaimed by the owner during the Holding Period upon verification of ownership, subject to the following provisions.
- b. The Humane Society shall charge to any verified owner who reclaims an animal all costs and fees incurred by the Humane Society. The Humane Society shall keep complete and accurate records of all such charges assessed and any payments made by reclaiming owners.
- c. The Humane Society may set and collect such impound, board, and veterinary care fees for impounded animals as it deems appropriate and may refuse to return the animal to its owner

if such owner fails to pay any such fees in full. Any such fees collected will be retained by the Humane Society and will not be credited against any fees owed or paid by the City, except that fees collected from an owner and previously paid by the City shall be credited or refunded to the City.

- d. In connection with bringing an animal to the Humane Society, the City may institute a claim or proceeding against the person responsible for an animal (the "Defendant"), based upon or pursuant to C.R.S. § 18-9-204.5, or another applicable statute, ordinance, regulation, or law. The City hereby agrees that within one business day after it institutes such a claim or proceeding, it will provide the Humane Society with the following information, in writing: (i) the name, address, and telephone number of the Defendant; (ii) the date that the Defendant was charged with a violation of C.R.S. § 18-9-204.5 or any other applicable statute, ordinance, regulation, or law; and (iii) a copy of the arrest report or summons and citation related to Defendant. The City further agrees to promptly provide the Humane Society with any available information as to the status of the pending claim or proceedings against the Defendant (including, without limitation, any request or application for bail). In the event a court sets bail for a Defendant's release from custody pending final disposition pursuant to C.R.S. § 18-9-204.5(4), the City shall provide all available information with respect to Defendant's bond conditions and shall assign to the Humane Society any and all payments received from Defendant for the costs of boarding and caring for Defendant's animal placed with the Humane Society pursuant to C.R.S. § 18-9-204.5(4).
- e. Before entering into any agreement with a Defendant regarding the disposition of all or part of a case or claim, and before seeking any final judicial determination of charges pending against a Defendant, the City shall first contact and consult with the Humane Society to determine the extent of any and all fees, charges, bills, or costs owed by the Defendant based upon or arising out of the Humane Society's receiving, keeping or disposing of an animal. In prosecuting the case or claim, the City shall assist and fully cooperate with the Humane Society in the Humane Society's efforts to seek payment from the Defendant (or any other responsible person or entity) for those fees, charges, bills, or costs. This assistance and cooperation shall include, without limitation: (i) causing the Defendant to pay the Humane Society before any final disposition of charges is arranged or determined; (ii) requesting that the court orders the Defendant to pay the Humane Society in connection with the final disposition of charges; or (iii) requesting that the court make payment a condition of any sentence or probation.
- f. In the event that the Defendant owner or other responsible person is found to be "not guilty" or otherwise not liable of violating C.R.S. § 18-9-204.5 or any other applicable ordinance, regulation or law, or if the charges or claims brought against the Defendant are dismissed, either by the court or by the City, then the City shall be responsible for the payment of all fees, charges, bills or costs based upon or arising out of the Humane Society's receiving, keeping or disposing of the animal(s) in question.



- g. The Humane Society shall refer to the City for appropriate action the names of any known owners of animals impounded under this Agreement who have been assessed and have refused to pay or otherwise have not yet paid the associated costs and fees.

**8. Reports Required.**

- a. The Humane Society will maintain complete and accurate records of impounded animals. These records will specify the date of impoundment, the reason for impoundment if provided by the City, the general condition of the animal upon arrival or first contact with the Humane Society employees, efforts to identify and give notice to the owner, the length of animal stay at the Facility, treatment and/or disposition of the animal, all associated costs and fees, identity of the reclaiming owner, amounts billed to and collected from the reclaiming owner, and all other billing and collection information required under Section 7, above.
- b. The Humane Society shall make impound records and facilities available for inspection by any authorized representative of the City upon written request submitted to the CEO of the Humane Society or the CEO's authorized representative at least 24 hours in advance of the requested inspecting.

**9. Reservation of Authority.** The Humane Society has full and exclusive authority to establish internal operating policies and to conduct shelter operations which are not otherwise specified in, or in conflict with this Agreement. Nothing in this Agreement shall prohibit the City from establishing operating procedures or undertaking duties which are required by or in accordance with any City regulations or state or federal law.

**10. Compliance with Applicable Laws.** The Humane Society shall comply with all applicable local, state, and federal laws, rules regulations and ordinances concerning the services performed under this Agreement. If the City finds that the Humane Society is not in material compliance with any such laws, the City shall have the right to withhold future payments from the Humane Society until such time as the Humane Society shall comply, and may terminate this Agreement pursuant to Section 3, above.

**11. Independent Contractor.** The Parties recognize and agree that the Humane Society is an independent contractor for all purposes, both legal and practical, in performing services under this Agreement, and that the Humane Society and its agents and employees are not the City's agents or employees for any purpose. As an independent contractor, the Humane Society shall be responsible for employing and directing such personnel as it requires to perform the services purchased hereunder, shall exercise complete authority over its personnel, and shall secure any and all permits that may be required to perform the services.

**12. Indemnification.** The Humane Society shall protect, indemnify, defend, and hold harmless the City, 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 person, natural or corporate, who is not a subscribing party to this Agreement by, because or through any matter, cause, or thing happening or in any way connected with the impoundment facility; except the Humane Society shall not be required to protect, indemnify,



defend, and hold harmless the City for acts, claims or demands which may arise from the willful misconduct or negligent acts of the City, its officers, elected or appointed, and the agencies thereof, nor for acts, claims, or demands based on the performance of this contract by the Humane Society in compliance with specific instructions or orders given to said Humane Society by authorized agents or elected or appointed officers of the City.

**13. Insurance Coverage.** The Humane Society is required to maintain at its own expense and without cost to the City, the following types and amounts of insurance. The policy limits required are to be considered minimum amounts.

- a. Comprehensive General Liability Insurance with minimum limits of \$2,000,000 combined single limit for each occurrence. This policy shall include the Broad Form Endorsement. The Certificate of Insurance for this coverage must identify if this coverage is provided under a claims-made form. Should this insurance coverage be on a claims-made form, a letter from the Humane Society's Insurance Broker outlining the current policy aggregate limits must accompany the Certificate of Insurance.
- b. Worker's Compensation and Employers Liability Insurance shall cover the obligations of the Humane Society in accordance with the provisions of the Worker's Compensation Act, as amended, of the State of Colorado.
- c. Comprehensive Automobile Liability Insurance with respect to each vehicle assigned to or used in the performance of this Agreement by the Humane Society.

**14. Miscellaneous.**

- a. *Invalidity of Provisions.* Should any of the provisions of this Agreement be held to be invalid or unenforceable, then the balance of the Agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity of unenforceability go to the essence of the Agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Agreement, forthwith.
- b. *Assignment.* Neither Party may assign any portion of this Agreement without the prior written consent of the other Party. Notwithstanding the preceding, the Humane Society may pledge amounts received pursuant to this Agreement without the consent of the City.
- c. *Notices.* Any notices to be given in accordance with or Pursuant to this Agreement for Animal Impound Services shall be directed as follows:

Louisville Police Department  
Attn: Police Chief  
992 W. Via Appia Way  
Louisville, Colorado 80027  
(303)335-4633

Kat Burns, Chief Executive Officer

Humane Society of Boulder Valley, Inc.  
2323 55<sup>th</sup> Street  
Boulder, Colorado 80301  
(303) 442-4030, Ext. 605  
[Kat.Burns@boulderhumane.org](mailto:Kat.Burns@boulderhumane.org)

- d. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, without regard to its conflict of law rules, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.
- e. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by either Party shall not constitute a waiver of any of the other terms or obligation of this Agreement.
- f. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.
- g. *Governmental Immunity.* The City and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers, attorneys or employees.
- h. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City 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.
- i. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.
- j. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement for Animal Impoundment Services as of the Effective Date.

**City of Louisville, Colorado**

**Humane Society of Boulder Valley**

\_\_\_\_\_  
Christopher M. Leh, Mayor

\_\_\_\_\_  
Kat Burns, Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Rafael Gutierrez, Chief of Police

Date: \_\_\_\_\_