

**2022 CONTRACT BETWEEN THE TOWN OF LYONS
AND THE LONGMONT HUMANE SOCIETY, INC.**

THIS Contract is made and entered by and between the Town of Lyons, a Colorado municipal corporation (Town), and the Longmont Humane Society, Inc., a Colorado non-profit corporation (Society);

WHEREAS the Society provides the services stated in **DUTIES** to the Lyons community; and

WHEREAS for the Society to function properly and provide important services to the Lyons community, it is necessary to provide funds to Society for its services which are deemed to be both desirable and essential for the immediate protection and preservation of the public health, safety, and general welfare of the citizens of Lyons; and

WHEREAS the Society has established and is maintaining a shelter and impoundment facility where animals which have been impounded pursuant to Town ordinances are cared for or disposed of pursuant to said ordinances; and

WHEREAS the Town believes that the Society is an appropriate designated animal shelter and interested in the humane care and treatment of animals; and

WHEREAS Society is willing to furnish the services identified in **DUTIES** on behalf of the Town and the Town may, as authorized by ordinance, contract for such services.

NOW, THEREFORE, in order to provide necessary services for the benefit of the Town and its inhabitants, the Town and the Society mutually agree as follows:

TERM. The term of this contract is from January 1, 2022 through December 31, 2022.

DUTIES: Society agrees to provide the services described below. The Town has authorized \$4,884 in its 2022 budget to provide the services described in this contract. The Town shall pay said \$4,884 in twelve equal monthly installments of \$407 each to be made no later than the 10th of each month during the term of this contract. It is the understanding of the parties that the payments identified herein shall constitute the total compensation payable by the Town for the services identified herein and provided by Society.

The Society shall be entitled to collect from the owner or keeper of an animal all reasonable and necessary costs associated with providing emergency treatment of an impounded animal.

The Society agrees to furnish and provide the following:

- All physical plant facilities and equipment necessary for the efficient, humane, and effective operation of an animal shelter in compliance with all Town of Lyons ordinances and laws of the State of Colorado thereto applicable;
- Competent veterinary medical care for all animals impounded at its facility through the availability of the professional services of a doctor of veterinary medicine licensed to so practice in the State of Colorado; and

- All medical supplies, professional instruments, and equipment necessary for the efficient and effective operation of an animal shelter, along with such facilities as may be required for the disposal of dead animals consistent with public health and safety.

In operating and managing the animal shelter, the Society, shall:

- Conduct the operations of said animal shelter within and upon the premises generally described as the Longmont Humane Society, Longmont, Colorado;
- Maintain all facilities of the Society in a clean and sanitary condition;
- Accept from Town officials or private citizens for impoundment, dogs, cats and other domestic small mammal companion animals. No barnyard, reptiles, birds or other animals are provided for within this contract. The Society shall also accept such dead animals from any authorized representative of the Town. The Town, however, shall be responsible for obtaining veterinary services for any animal injured or in immediate need of veterinary care prior to submittal of such animal by the Town for impoundment to the Society as may be required, such initial treatment to be at the sole expense of the Town.
- Establish, keep and maintain a daily register of all animals placed by the Town into and released from the animal shelter; provide whatever form(s) deemed necessary by the Society for recording information on all impounded animals;
- Not release or otherwise dispose of any living domestic animal placed by the Town with the Society, until all fees prescribed and applicable state laws have been satisfied;
- Each animal impounded and placed with the Society pursuant to this agreement may be reclaimed by the owner during the impoundment period upon verification of ownership. In the case of dogs, the owner must first show proof of current, valid rabies vaccination as required under Lyons code Sec. 7-103. License application; rabies vaccination, or in the alternative, must purchase a *Rabies Voucher* to be used to obtain a current vaccination.

ACCEPTANCE OF STRAY ANIMALS. The Town acknowledges that the Society accepts stray or abandoned animals brought to the Society by the citizens of Lyons, including animals received from Lyons Police Department personnel in the performance of their duties. Funding for this responsibility is included in this agreement under **DUTIES**. The Society shall be entitled to collect from the owner or keeper of an animal, all reasonable and necessary costs associated with providing emergency treatment of an impounded animal. The Society does NOT work with reptiles and amphibians.

INTEGRATED AGREEMENT AND AMENDMENTS. This contract is an integration of the entire understanding of the parties with respect to the matters set forth herein. This contract cannot be altered or amended except in writing and signed by duly authorized representatives of the respective parties.

STATUS OF SOCIETY. The Society shall perform all services under this contract as an

independent Society and not as an agent or employee of the Town. It is mutually agreed and understood that nothing contained in this contract is intended or shall be construed as in any way establishing the relationship of co-partners or joint ventures between the parties hereto, or as construing the Society, including its agents and employees, as an agent of the Town. The Society shall remain an independent and separate entity. The Society shall not be supervised by any employee or official of the Town, nor will the Society exercise supervision over any employee or official of the Town. The Society shall not represent that Society is an employee or agent of the Town in any capacity. **The Society is not entitled to Town workers' compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this contract, if applicable.**

PERSONNEL. Society agrees to provide competent personnel with expertise in the delivery of the scheduled services to achieve and maintain a highly professional and competent level of services.

INDEMNITY. The Society shall fully indemnify and hold the Town harmless from all claims, actions, suits, liability, losses, costs, expenses and/or damages of any kind whatsoever which may occur to or be suffered by any person (including, but not limited to the Society, its agents, employees, Society's tenants, invitees, licensees, successors or assigns) arising out of or in connection with its use and occupation of any Town facilities and/or any activities undertaken pursuant this contract, except only for those losses resulting solely from the negligence of the Town. Upon commencement of any such suit or action against the Town, the Society shall provide prompt notice to the Town, and shall defend the same at its own cost and expense. If a judgment shall be rendered against the Town in such an action or suit, the Society shall fully satisfy the judgment within ninety (90) days after the same has been conclusively determined.

TERMINATION. This contract may be terminated at the sole discretion of the Town for any violation by the Society of any of the terms and conditions of this contract, including the reduction or discontinuance of the services listed in **DUTIES**. This contract shall be subject to termination by either party in the event of the failure of the other party to perform any of the terms herein set forth. In such event, written notice shall be given to the other, and if the conditions of noncompliance specified in such notice are not corrected within 60 days of the date of such notice, this contract shall be terminated and of no further effect at the option of the party not in default of the terms herein contained. Notice shall be mailed to the respective parties at the following addresses unless written notice of change of address is given:

Town

Town of Lyons
PO Box 49
c/o Dolores Vasquez, Town Clerk
Lyons, Colorado 80540

Society

Chief Executive Officer
Longmont Humane Society, Inc.
9595 Nelson Road
Longmont, Colorado 80501

PROVISIONS CONSTRUED AS TO FAIR MEANING. The provisions of this contract shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question.

HEADINGS FOR CONVENIENCE. All headings, captions and titles are for convenience and reference only, and of no meaning in the interpretation or effect of this contract.

COMPLIANCE WITH ORDINANCES AND REGULATIONS. The Society shall perform all obligations under this contract in strict compliance with all federal, state, and Town laws, rules, statutes, charter provisions, ordinances, and regulations applicable to the performance of the Society's services under this contract, and specifically, shall not discriminate against any person on the basis of age, ancestry, color, creed, sex, race, religion, national origin, disability, or as otherwise prohibited by law.

NO IMPLIED REPRESENTATIONS. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this contract.

NO THIRD PARTY BENEFICIARIES. None of the terms or conditions in this contract shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Town or the Society receiving services or benefits under this contract shall be only an incidental beneficiary.

FINANCIAL OBLIGATIONS OF TOWN. All financial obligations of the Town under this contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this contract shall be deemed a pledge of the Town's credit or a payment guarantee by the Town to the Society. If appropriated funds are not available, both parties shall be relieved of their obligations hereunder.

WAIVER. No waiver of any breach or default under this contract shall be a waiver of any other or subsequent breach or default.

SEVERABILITY. Invalidation of any specific provisions of this contract shall not affect the validity of any other provision of this contract.

GOVERNING LAW. This contract shall be governed and construed in accordance with the laws of the State of Colorado.

AUTHORITY. The parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this contract for them and to bind them to its terms.

UNLAWFUL EMPLOYEES, SOCIETYS AND SUBSOCIETYS. Society shall not knowingly employ or contract with an illegal alien to perform work under this contract. Society shall not knowingly contract with a sub-contractor that (a) knowingly employs or contracts with an illegal alien to perform work under this contract or (b) fails to certify to the Society that the sub-contractor will not knowingly employ or contract with an illegal alien to perform work under this contract.

VERIFICATION REGARDING ILLEGAL ALIENS. Society has confirmed the employment eligibility of all employees newly hired for employment to perform work under this contract through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.

LIMITATION REGARDING E-VERIFY PROGRAM. Society shall not use E-verify program procedures to undertake preemployment screening of job applicants while performing this Contract.

DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS. If the Society obtains actual knowledge that a sub-contractor performing work under this contract knowingly employs or contracts with an illegal alien, the Society shall, unless the sub-contractor provides information to establish that the sub-contractor has not knowingly employed or contracted with an illegal alien:

- 1. Notify the sub-contractor and the Town within three days that the Society has actual knowledge that the sub-contractor is employing or contracting with an illegal alien; and
- 2. Terminate the subcontract with the sub-contractor if, within three days of receiving notice, that the Society has actual knowledge that the sub-contractor is employing or contracting with an illegal alien, the sub-contractor does not stop employing or contracting with the illegal alien.

DUTY TO COMPLY WITH STATE INVESTIGATION. The Society shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

DAMAGES FOR BREACH OF CONTRACT. In addition to any other legal or equitable remedy, the Town may be entitled to for a breach of this contract, if the Town terminates this contract, in whole or in part, due to Society’s breach of any provision of this contract, Society shall be liable for actual and consequential damages to the Town.

Executed this _____ day of _____, 2021

TOWN OF LYONS

LONGMONT HUMANE SOCIETY

Mayor

Chief Executive Officer

State of _____)
) ss:
County of _____)

The foregoing instrument was acknowledged before me by _____,
(Name of party signing)

as _____ of Longmont Humane Society, Inc., a _____ Colorado _____
(Title of party signing) (Name of corporation) (State of incorporation)

Non-profit corporation, on behalf of the corporation, this ___ day of _____, 202_.

Witness my hand and official Seal.

My Commission expires _____.

Notary Public