

2024-35

A RESOLUTION

ADOPTING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND THE CITIES OF ARVADA, LAKEWOOD, WHEAT RIDGE, GOLDEN, WESTMINSTER AND EDGEWATER ESTABLISHING THE FOOTHILLS ANIMAL SHELTER, DOG LICENSING, AND PROVIDING FOR THE FUNDING THERETO, AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

WHEREAS, C.R.S. Section 30-15-101(1) authorizes the board of county commissioners of each county to establish an animal holding facility and engage personnel to operate it, provide for the impoundment of animals, and to establish terms and conditions for the release or other disposition of impounded animals;

WHEREAS, C.R.S. Section 30-15-101(2) authorizes counties and municipalities to enter into an intergovernmental agreement to provide for the control, licensing, impounding, or disposition of pet animals or to provide for the accomplishment of any other aspect of a county or municipal dog control or pet animal control licensing resolution or ordinance;

WHEREAS, C.R.S. Section 31-15-401(m)(l) authorizes municipalities to regulate and control animals within the municipality including, but not limited to, licensing, impoundment, and disposition of impounded animals;

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments;

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. authorizes governments to contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units through the establishment of a separate legal entity;

WHEREAS, Pursuant to C.R.S. Section 30-11-107(1) the Parties are authorized to enter into agreements for the joint use and occupation of public buildings;

WHEREAS, The Parties (except Edgewater) entered into the June 20, 2007 Intergovernmental Agreement ("Dog Licensing IGA") implementing a County-Wide Dog Licensing Program ("Dog Licensing Program") which provided that the revenue from the Dog Licensing Program would be used to construct a new animal shelter facility due to the deterioration of the prior facility;

WHEREAS, The Parties (except Edgewater) entered into the Intergovernmental Agreement dated January 1, 2009 ("Facility Funding IGA"), in which the County agreed to issue Certificates of Participation ("COPs") in the amount of \$5,200,000 that expire in 2029, contribute \$3,000,000, and to provide additional financing in the amount of \$1,500,000. In accordance with the terms of the Facility Funding IGA, the Parties have repaid the County the \$1,500,000;

WHEREAS, The Parties entered into the Intergovernmental Agreement dated August 15, 2012 ("2012 Facility IGA"), that renamed the separate legal entity the Foothills Animal Shelter ("Shelter") and addressed the operation and administration of the Shelter's facility located at 580 McIntyre Street, Golden CO 80401 ("Facility"). The 2012 Facility IGA, in part, superseded the Dog Licensing IGA and amended the Facility Funding IGA;

WHEREAS, On February 3, 2022, the Parties entered in an Amended and Restated Animal Shelter/Dog Licensing/Funding IGA ("2022 IGA") which amended and restated the 2012 Facility IGA and superseded and terminated the 2007 Dog Licensing IGA to, in part, provide for the Parties to pay an annual assessment for the operation of the Shelter and use the revenue from the Dog Licensing Program to offset the cost of operating the Shelter.

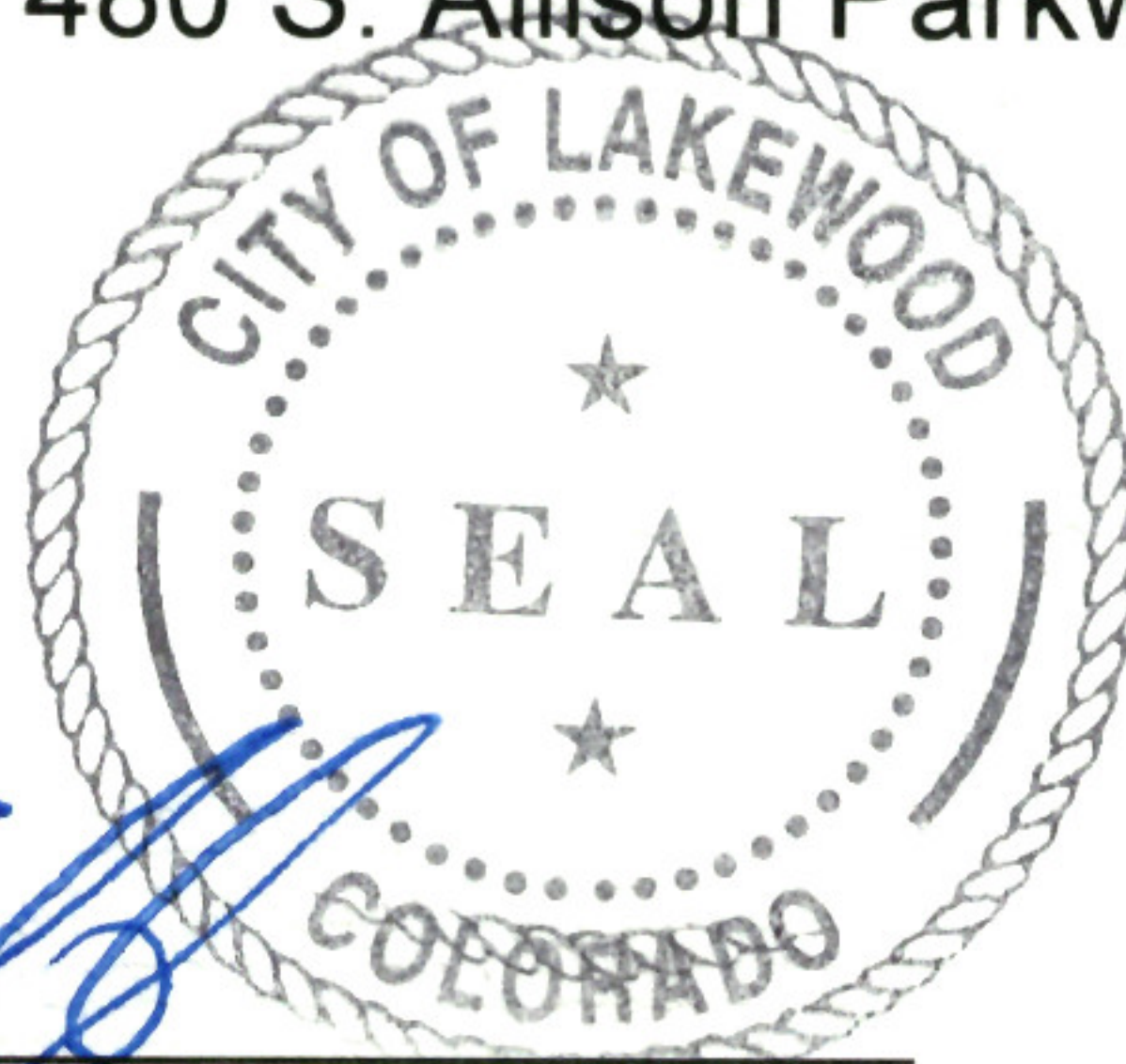
WHEREAS, By this Amended IGA, the Parties desire to amend and restate the 2022 Facility IGA and supersede and terminate the Dog Licensing IGA and the Facility Funding IGA to, in part, provide for the Parties to pay an annual assessment for the operation of the Shelter and use the revenue from the Dog Licensing Program to offset the cost of operating the Shelter; and

WHEREAS, The Parties agree that each Party and its residents should contribute toward the funding for the cost of capital construction of the Facility and operation and maintenance of the Shelter pursuant to the terms set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakewood:

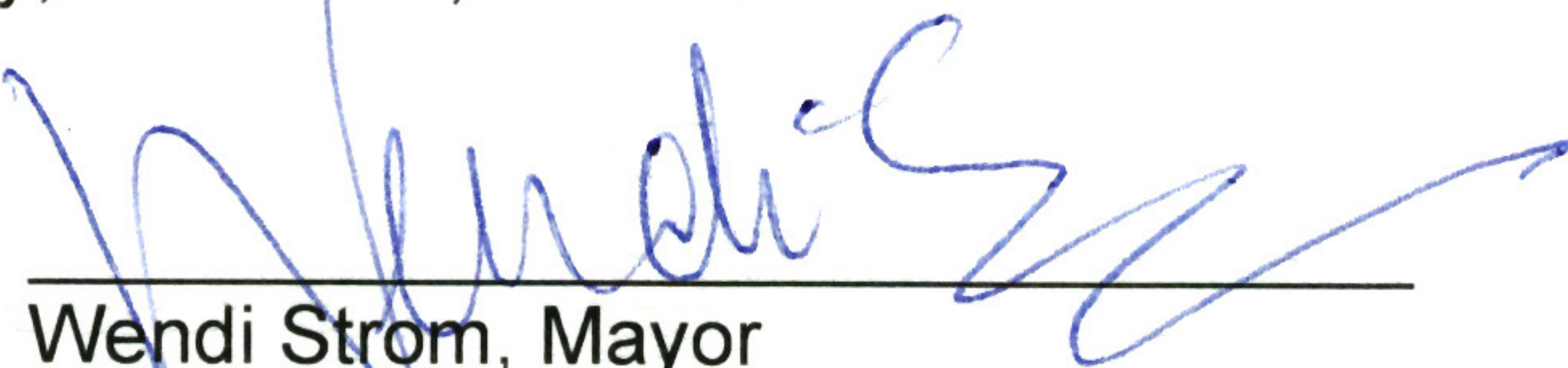
The Intergovernmental Agreement by and between Jefferson County and the Cities of Arvada, Lakewood, Wheat Ridge, Golden, Westminster and Edgewater, as attached, including all Exhibits and Appendices, is hereby adopted, and the City Manager is authorized to sign all documents of this Intergovernmental Agreement as necessary.

INTRODUCED, READ, AND ADOPTED by a vote of 8 for and 0 against at a hybrid regular meeting of the Lakewood City Council on July 22, 2024, at 7 o'clock p.m., at the Lakewood Civic Center, 480 S. Allison Parkway, Lakewood, Colorado.

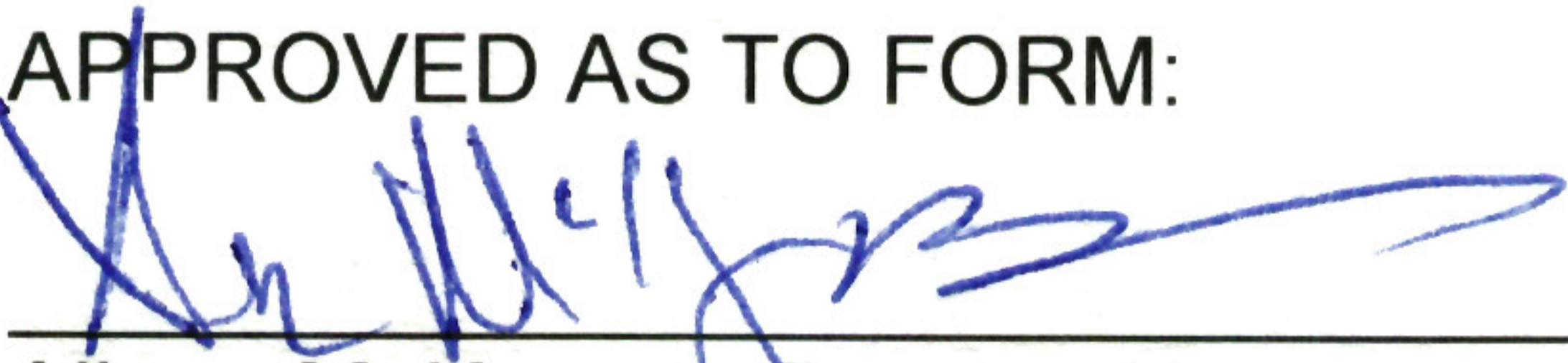


ATTEST:


Jay Robb, City Clerk


Wendi Strom, Mayor

APPROVED AS TO FORM:


Alison McKenney Brown, City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN
JEFFERSON COUNTY AND THE CITIES OF ARVADA,
LAKEWOOD, WHEAT RIDGE, GOLDEN,
WESTMINSTER AND EDGEWATER**

ANIMAL SHELTER/DOG LICENSING /FUNDING

THIS AMENDED INTERGOVERNMENTAL AGREEMENT (“Amended IGA”), dated for reference purposes only this _____, 2024, is made and entered into by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the **“County”**); the **CITY OF ARVADA**, a municipal corporation (**“Arvada”**); the **CITY OF LAKEWOOD**, a municipal corporation (**“ Lakewood”**); the **CITY OF WHEAT RIDGE**, a municipal corporation (**“ Wheat Ridge”**); and the **CITY OF GOLDEN**, a municipal corporation (**“Golden”**); and the **CITY OF WESTMINSTER**, a municipal corporation (**“Westminster”**); and the **CITY OF EDGEWATER**, a municipal corporation (**“Edgewater”**)(collectively, the **“Parties”** and individually a **“Party”**)(Arvada, Lakewood, Wheat Ridge, Golden, Westminster, and Edgewater may be referred to individually as a **“City”** or collectively as the **“Cities”**).

RECITALS

1. C.R.S. Section 30-15-101(1) authorizes the board of county commissioners of each county to establish an animal holding facility and engage personnel to operate it, provide for the impoundment of animals, and to establish terms and conditions for the release or other disposition of impounded animals.
2. C.R.S. Section 30-15-101(2) authorizes counties and municipalities to enter into an intergovernmental agreement to provide for the control, licensing, impounding, or disposition of pet animals or to provide for the accomplishment of any other aspect of a county or municipal dog control or pet animal control licensing resolution or ordinance.
3. C.R.S. Section 31-15-401 (m)(l) authorizes municipalities to regulate and control animals within the municipality including, but not limited to, licensing, impoundment, and disposition of impounded animals.
4. Part 2 of Article I of Title 29, C.R.S. permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments.
5. Part 2 of Article I of Title 29, C.R.S. authorizes governments to contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units through the establishment of a separate legal entity.

6. Pursuant to C.R.S. Section 30-11-107(1) the Parties are authorized to enter into agreements for the joint use and occupation of public buildings.
7. Parties (except Edgewater) entered into an Intergovernmental Agreement for Implementation of a County-Wide Dog Licensing Program ("**Dog Licensing IGA**") which established a "**Dog Licensing Program**" and provided that the revenue from licensing would be used to construct a new animal shelter facility due to the deterioration of the prior facility.
8. On January 1, 2009, the Parties (except Edgewater) entered into an Intergovernmental Agreement for the Reimbursement Costs Associated with the Construction of the Table Mountain Animal Center f/n/a Jefferson Animal Shelter n/k/a Foothills Animal Shelter ("**Facility Funding IGA**"), in which the County agreed (1) to issue Certificates of Participation ("**COPs**") in the amount of \$5,200,000 which expire in 2029; (2) contribute \$3,000,000; and, (3) to provide additional financing in the amount of \$1,500,000. In accordance with the terms of the Facility Funding IGA, the Cities have repaid the County the \$1,500,000.
9. On August 15, 2012, the Parties entered into an Animal Shelter/Dog Licensing/Funding Intergovernmental Agreement ("**2012 Facility IGA**") that renamed Table Mountain Animal Center the Foothills Animal Shelter ("**Shelter**"). The 2012 Facility IGA, provided that the Parties were to no longer pay annual assessments for the operation of the Shelter, to instead use Dog Licensing Program revenues for the operation of the Shelter, and to provide for repayment of the COPs by the Cities to the County.
10. On February 3, 2022, the Parties entered in an Amended and Restated Animal Shelter/Dog Licensing/Funding IGA ("**2022 IGA**") which amended and restated the 2012 Facility IGA and superseded and terminated the 2007 Dog Licensing IGA to, in part, provide for the Parties to pay an annual assessment for the operation of the Shelter and use the revenue from the Dog Licensing Program to offset the cost of operating the Shelter.
11. By this Amendment, the Parties desire to amend the 2022 IGA as set forth hereinafter, to make participation in the Dog Licensing Program optional, remove licensing requirements, set an assessment calculation that is predictable for the Parties, and to authorize the development at a later date, an IGA that includes the Shelter as a party to establish operational terms (Operations IGA).

NOW, THEREFORE, in consideration of the mutual covenants and agreement of the Parties hereinafter contained, the receipt and sufficiency of which are hereby confessed, it is understood and agreed as follows:

PART 1. Foothills Animal Shelter Formation and Operation

I. General Provisions

A. ESTABLISHMENT OF FOOTHILLS ANIMAL SHELTER. The Parties reaffirm the establishment of the separate legal entity known as the Foothills Animal Shelter, which is responsible for the administration and operation of the Shelter and the Facility.

B. FACILITY LEASE. The Shelter entered into the Lease Agreement dated August 9, 2010 ("**Lease Agreement**") with the County for the Facility located at 580 McIntyre Street, Golden CO 80401. The Shelter, for the purpose of organizing, administering, and operating the central animal facility on the land so leased, will improve, maintain, and operate the Facility as provided herein and as provided in the Lease Agreement.

C. JURISDICTION. As used herein, the "**Jurisdiction**" of each City shall be the area within its municipal boundaries. The Jurisdictions of Arvada and Westminster include the areas within their respective municipal boundaries within Adams County and Jefferson County. The Jurisdiction of the County shall be the unincorporated area of the County.

II. Powers of the Shelter

A. GENERAL POWERS. The Parties hereto agree the Shelter shall be empowered with the authority to improve, construct, maintain, repair, control, regulate, and operate the Facility within Jefferson County, Colorado, as a complete animal shelter for the use and benefit of the Parties to this Agreement and their constituents.

B. POWER TO SHELTER ANIMALS AND PROVIDE EDUCATIONAL PROGRAMS. The principal purposes of the Shelter are (1) to retain in temporary custody and to provide for the subsequent adoption or disposition of animals taken into possession by the respective governing bodies or animals tendered to the Shelter by residents of the respective governing bodies, and (2) to provide educational, volunteer and related programs to individuals and the community to promote responsible pet ownership. As used herein, the term "**animals**" includes dogs, cats, and all other domestic animals.

C. POWER TO ESTABLISH CLINICS FOR ANIMAL WELFARE PURPOSES. In addition to providing temporary custody for animals as set forth above, the Shelter shall have the authority to establish a clinic for the purpose of spaying and neutering animals, or for any other animal welfare related purposes as deemed appropriate by the governing board of directors for the Shelter (the "**Shelter Board**").

D. POWER TO MAKE CONTRACTS, HIRE, AND FIRE. The Parties further agree the Shelter shall have the authority to contract and purchase all necessary supplies, equipment,

materials, and services, including professional services, and further to hire and discharge employees as deemed necessary to operate the Shelter. The Shelter shall have the power to contract with other governing bodies who are not Parties to this Amended IGA to provide the same services provided to the Parties. Any Party, individually or collectively, may enter into an Operational Agreement with the Shelter to set standards and protocols for services necessary for animal control operations, as approved by the Shelter Board.

E. POWER TO SET FEES. The Shelter Board shall set the fees to be charged for services. Such fees shall be uniform and reasonable and shall supersede any fees previously established by the Parties. The Shelter Board shall set the fees for services provided to non-parties to this Agreement which fees shall include the costs for operation and maintenance of the Shelter and capital costs of the Facility.

F. POWER TO LEASE PROPERTY. The Parties hereto agree the Shelter is empowered to negotiate and enter into a lease of the Facility which is suitable for an animal facility and additional property if necessary.

III. BOARD OF DIRECTORS

A. POWERS. The Shelter Board shall exercise all powers, privileges and duties vested in the Shelter. Only Parties to this Amended IGA shall be entitled to appoint a Director to serve on the Shelter Board.

B. APPOINTMENTS. Each Party shall designate and appoint one Director to serve on the Shelter Board. Each Director shall be in regular attendance and participate in Shelter meetings and activities. Each Director shall serve in accordance with the terms and conditions set forth by the appointing Party. Each Party may also appoint an alternate board member.

C. ELECTION OF OFFICERS. At the annual meeting of the Shelter Board, regularly scheduled in May of each year, the Shelter Board shall elect from its membership a President, a Vice President and President pro tem, a Secretary and a Treasurer, who will assume office at the meeting following the election. These officers shall serve until their successors have been elected. The officers shall be elected by an affirmative vote of a majority of the Shelter Board.

D. BYLAWS AND POLICIES AND PROCEDURES. The Shelter Board shall have the power to promulgate bylaws and policies and procedures which shall establish the organizational rules and policies and procedures for the management and operation of the Shelter.

IV. CAPITAL IMPROVEMENT FUND

The Shelter has established or shall establish a "***Capital Improvement Fund***" ("***CIF***")

equal to a minimum of Five Hundred Thousand Dollars (\$500,000) ("**Minimum Threshold**"). The authorized uses of the CIF include but are not limited to replacement of capital equipment, procurement of new capital equipment, and improvement or expansion of the Facility. If CIF funds are expended bringing the fund balance below the Minimum Threshold, the Shelter Board shall return the CIF fund balance to the Minimum Threshold as soon as funds become available but no later than two years from the date the CIF fund fell below the Minimum Threshold. The Shelter Board may adjust the Minimum Threshold above \$500,000 on an annual basis if approved by a two-thirds vote of the Directors. Any adjustment of the Minimum Threshold below \$500,000 shall require unanimous approval by the Directors.

V. CONTINGENCY/EMERGENCY FUND ESTABLISHED

The Shelter shall maintain a contingency/emergency fund ("**Emergency Fund**") with a minimum fund balance equal to three months of the prior year's operating expenses ("**Minimum Balance**"). The Emergency Fund shall be used to defray the costs of unanticipated operating expense shortfalls. If funds are expended from the Emergency Fund, the Fund shall be returned to the Minimum Balance as soon as funds become available but no later than two years from the date the fund fell below the Minimum Balance.

VI. BUDGET

Each year, the Shelter shall prepare a preliminary budget and submit said budget to the Shelter Board. The budget shall contain detailed estimates of the operating costs of the subsequent year. The proposed budget shall be presented to the Shelter Board on or before September 30th of each year. The budget shall be approved by the Shelter Board on or by November 30th of each year and shall be certified by the secretary and treasurer of the Shelter Board. The final budget shall be provided to each of the Parties' governing bodies no later than December 1 of each year.

VII. OPERATIONS FUND AND SHELTER OPERATIONS

A. DESIGNATION OF OPERATIONS FUND. The Parties agree that the various monies paid to the Shelter from all sources of revenue including but not limited to annual assessments and any monies generated by the Shelter, shall be placed into a fund designated for operating expenses ("**Operations Fund**"), and any operating expenses of the Shelter shall be paid from the Operations Fund.

B. ANNUAL CONTRIBUTION TO OPERATIONS FUND

1. The Parties' total "**Annual Contribution**" to the Shelter which shall be placed in the Operations Fund, is \$1,600,000.

If the Shelter Board determines an increase is necessary due to inflation or operational changes, the Shelter Board may request in writing that the Parties consider an increase. The Parties shall have 30 days to consider the request, and if a majority of the Parties vote in favor of the increase at a duly constituted meeting of the Shelter Board, an IGA amendment is not required.

Any request for an increase in the total Annual Contribution must be made no later than July 1. Annual Contributions shall be communicated to the Parties no later than August 1.

2. Each Party's Annual Contribution. Each Party's individual portion of the Annual Contribution shall be calculated based on the "**Estimated Dog Population**" of its Jurisdiction divided by the sum of the Parties' Estimated Dog Populations. A Party's Estimated Dog Population is calculated as follows:

Total Number of Households* of the Jurisdiction x 0.47** x 1.6***

* Current Colorado State Demography Office data, to be updated yearly beginning on July 1.

** Estimated dog population per US Pet Ownership demographic source book.

*** Estimated dogs per household per US Pet Ownership demographic source book.

3. Licensing revenue held by the Shelter can be used to reduce a Party's Annual Contribution. The market value of in-kind donations of property or services can reduce a Party's Annual Contribution if approved by the Shelter.

C. CHOICE OF DEPOSITORY. All monies held by the Shelter or designated for use by the Shelter shall be deposited in the name and to the credit of the Shelter with FDIC-insured commercial bank depositories as the Shelter shall from time to time designate.

D. FISCAL RESPONSIBILITY. The Shelter shall not borrow money nor shall it approve any claims or incur any obligations for expenditures unless there is sufficient unencumbered cash in the appropriate fund, credited to the Shelter, with which to pay the same. The provisions and terms set forth in Part 3 of this Amended IGA shall not be considered debt of the Shelter.

VIII. BOOKS AND RECORDS

A. RECORD KEEPING. The Shelter shall maintain adequate and correct accounts of its funds, properties, and business transactions, which accounts shall be open to inspection

at any reasonable time by the Parties hereto, their attorneys, or their agents.

B. ANNUAL AUDIT. The Shelter shall cause to be conducted an “**Annual Audit**” within 90 days after the end of the fiscal year. The Shelter’s fiscal year shall be the calendar year. The Annual Audit shall be conducted by an independent certified public accountant, registered accountant, or partnership, or certified public accountants, or registered accountants licensed to practice in the State of Colorado. The Shelter shall tender a copy of the Annual Audit to the Parties’ governing bodies within 30 days after its completion.

IX. REPORTS

A. ANNUAL REPORT. By June 1st of each year the Shelter shall prepare a comprehensive “**Annual Report**” of the Shelter’s activities and finances during the preceding year and tender a copy of the Annual Report to the Parties’ governing bodies.

B. REPORTS REQUIRED BY LAW, REGULATION OR CONTRACT. The Shelter shall also prepare and present such reports as may be required by law, regulation, or contract to any authorized federal, state, or local officials to whom such report is required to be made in the course and operation of the Shelter.

C. REPORTS REQUESTED BY THE PARTIES. The Shelter shall also render to the all Parties such reports and accountings as a Party may from time-to-time request.

PART 2. DOG LICENSING PROGRAM

I. DOG LICENSING PROGRAM

A. ORDINANCE ADOPTION. Each Party may adopt an ordinance which establishes a dog licensing program and penalties within its jurisdiction.

B. ENFORCEMENT. Each Party shall be responsible for enforcement of the penalties for its dog licensing ordinance within their own jurisdiction.

C. DELEGATION OF AUTHORITY. Each party may enter into an agreement with the Shelter or another Party to administer the issuance of licenses, the collection and distribution of revenue, and the report periods.

D. ADMINISTRATIVE COSTS: The costs to administer the issuance of licenses and the collection and distribution of license revenue shall be paid for by only those Parties that have adopted a dog licensing program.

PART 3. REPAYMENT OF DEBT SERVICE FOR CONSTRUCTION OF FACILITY

A. DEBT SERVICE ASSESSMENT. 5.2 million dollars of the proceeds from the COPs issued by the County were used to partially pay the cost for construction of the Facility. The Parties agree that each City shall annually pay an assessment ("**Debt Service Assessment**") to the County to repay that portion of the debt service on the COPs attributable to the portion of the proceeds used to fund the construction of the Facility (the "**Facility Debt Service**") until the COPs are defeased. The Facility Debt Service schedule ("**Schedule**") is attached hereto as **Exhibit A** and incorporated by reference. The Schedule may be modified if the COPs are refinanced as provided herein or to allow for prepayments or other events as deemed appropriate by all the Parties. Each City's annual Debt Service Assessment will be determined as follows:

1. Determine the Estimated Dog Population for each Party's Jurisdiction as of July 1 of each year.
2. Add the Estimated Dog Population for all the Parties together to determine the Total Dog Population. Determine what percentage each Party's Estimated Dog Population is compared to the Total Dog Population for all of the Parties' Jurisdictions combined ("**Dog Population Percentage**").

Each City shall pay the County a portion of the Facility Debt Service equal to that City's Dog Population Percentage.

B. ANNUAL DEBT SERVICE STATEMENT AND INVOICE FOR COPs. No later than August 1st of each year, the County shall prepare and present to the Shelter Board and the governing bodies of the other Parties a statement and invoice of the Facility Debt Service due from January 1 to December 31 for the upcoming year, each Party's Dog Population Percentage and the Debt Service Assessment of each Party.

C. FACILITY DEBT SERVICE REPORT. The County shall provide the Parties with a report each year stating the amount received each year and the balance owing.

D. APPROPRIATION AND PAYMENT OF FUNDS. The Parties agree to consider for appropriation the amounts computed as set forth above by the first day of January of the year during which said monies are to be paid to the County. The Parties agree to pay the amounts for the Facility Debt Service to the County by January 31st of the year during which said monies are to be paid by the County for the debt service. All payments to the County pursuant to this Amended IGA are subject to annual appropriation by both the County and each City hereto in the manner required by statute. It is the intention of the Parties that no multiple-year fiscal debt or other obligation be created by this Amended IGA.

E. REPORTS REQUESTED BY THE PARTIES. The County shall provide the all Parties, such other reports and accountings as the a Party may from time-to-time request.

F. REFINANCING. The County shall have the right to refinance the debt on the COPs if deemed beneficial to the County so long as the amount owed by the Cities for debt service does not increase due to the refinancing.

PART 4. GENERAL CONTRACT TERMS

I. DEFAULT IN PERFORMANCE

A. DEFAULT. If any Party fails to make its Annual Contribution or payments to the County as provided in Part 3 ("***Shelter Funds***"), or to perform any of its covenants and undertakings under this Amended IGA, the County or any other Party shall cause written notice to be given to the City Manager or the County Manager (as the case may be) to the defaulting Party at the defaulting Party's official address of the termination of the Party's participation in the Amended IGA, unless default is cured within thirty (30) days from the date of notice. Upon failure to cure the default within thirty (30) days, the defaulting Party's membership in the Amended IGA shall terminate, and the defaulting Party shall have no voting rights as a member of the Shelter Board at any regular or special meeting thereafter, nor be entitled to representation on the Shelter Board, and the defaulting Party shall thereafter be denied service by the Shelter. The defaulting Party whose participation is terminated under this section of this Amended IGA shall forfeit all right, title, and interest in and to any Shelter Funds and any right, title or interest in and to any property of the Shelter to which said Party may otherwise be entitled upon the dissolution of this Amended IGA. If a Party is in default of this Amended IGA for non-payment of its Annual Contribution or its non-payment of its obligations to the County as provided for in Part 3, termination of the defaulting Party's participation in the Amended IGA shall not relieve the defaulting Party of the obligation to make the payments to the County as provided in Part 3 or its Annual Contribution that were due prior to the defaulting Party's termination. This Section is not intended to limit the right of any Party under this Amended IGA to pursue any or all other remedies it may have for breach of this Amended IGA. A Party who fails to make the payments required by Parts 2 or 3 for any reason other than nonappropriation of funds shall be obligated to pay all costs of collection of said payment, including reasonable attorneys' fees. A City that fails to make the payments for any reason other than nonappropriation of funds shall be obligated to pay interest at a default rate of 10% plus all costs of collection of said payment, including reasonable attorneys' fees.

B. PAYMENT DEFAULT/COPs. If any City fails to make the payments to the County when due other than for non-appropriation as set forth in Part 3, that City shall be in default. In the event of a payment default or non-appropriation by any of the Cities, the remaining Cities and County shall be responsible for the debt service amount owed by the defaulting non-appropriating City or Cities in the same ratio calculation set forth in Part 3 except the ratio shall

be calculated without the defaulting Party or Parties inclusion in the ratio.

II. TERM, RENEWAL AND TERMINATION OF AMENDED IGA

A. TERM AND RENEWAL OF AMENDED IGA. This Amended IGA shall remain in full force and effect for a term of 50 years from the date of full execution unless terminated by two-thirds of the Parties. The Parties entering into this Amended IGA shall have the option to extend its term by amendment pursuant to Part 4, Section III below.

B. CONTINUATION OF SHELTER OPERATION/FEEES FOR NON-PARTIES. All Shelter property and animals shall remain at the Facility under the terms of this Amended IGA. Non-parties to this Amended IGA who have animals at the Shelter that were placed at the Shelter by the entity or residents living within the boundaries of the entity on the effective date of this Amended IGA shall pay a fee as set by the Shelter Board as long as said animal remains at the Shelter.

C. TERMINATION BY WRITTEN NOTICE. This Amended IGA, or any Party's participation in this Amended IGA, may be terminated upon a Party's written notice to the Shelter Board at least 180 days prior to January 1st of any calendar year. Any Party terminating its participation pursuant to this provision shall not be entitled to any reimbursement for its contributions to the County, or the Shelter for capital costs, assessments or any operating costs previously paid by said Party or any dog licensing fees previously paid by its residents. Such Party shall be entitled to be readmitted to the membership of the Shelter if approved by the Shelter Board and if the terminated Party has paid all outstanding amounts for which it is in arrears under this Amended IGA.

D. TERMINATION WITHOUT REQUIRED NOTICE. If any Party elects to terminate its participation in this Amended IGA prior to the end of any period of this Amended IGA and not in accordance with subsection C of this section, such Party shall be considered in default of this Amended IGA and accordingly shall forfeit its entire contribution to the Shelter. Upon default, the defaulting Party shall forfeit all privileges and property that such Party obtained as a result of its membership in this Shelter. Should a defaulting Party, at some later date, seek readmission to the membership of the Shelter, such Party shall be required to meet the requirements and contributions of any new Party seeking membership pursuant to the terms of this Amended IGA.

E. POWERS OF SHELTER UPON TERMINATION BY TWO-THIRDS. Upon termination by agreement of two-thirds of the Parties, the powers granted to the Shelter under this Amended IGA shall continue to the extent necessary to make an effective disposition of the property, equipment, and animals under this Amended IGA. If the Amended IGA is terminated, the Shelter and the County shall cause the Lease Agreement with the County to be terminated.

F. F. STATUS OF LEASED PREMISES UPON TERMINATION BY TWO-THIRDS PAYMENT OF SHELTER LIABILITIES. Upon termination of this Amended IGA by agreement of two-thirds of the Parties, the Lease Agreement shall terminate in accordance with its terms and improvements thereon located in Jefferson County shall revert to Jefferson County for its use and ownership. Any cost for liabilities incurred by the Shelter during the termination of this Amended IGA and as an expense of termination shall be borne by each Party to the Amended IGA in the same proportion as it is required to contribute to the Total Annual Contribution in Part 1 Section VII, whether such assessments have terminated or not except, if the debt service on the COPs is not fully paid, the County shall not pay any part of the remaining Shelter liability and the proportion of each City shall be adjusted to pay the full amount of the Shelter liability without the County participation.

G. TERMINATION FOR REASON OTHER THAN NONAPPROPRIATION. Termination of the Amended IGA for any reason other than nonappropriation of funds shall not relieve the terminating Party of the obligation to make its Annual Contribution as provided in Part 1 or pay the Party's assessment to the County as provided in Part 3.

H. DISBURSEMENT OF FUNDS UPON TERMINATION. If this Amended IGA is terminated, the Shelter shall pay any funds it holds beyond its expenses incurred prior to the termination of this Amended IGA to the County to cover any remaining costs of the debt service on the COPs. This provision and the provisions of Part 2, Article I, Section G; Part 1, Article VII; Part 3; d Part 4, Article I and Article II, shall survive termination of this Amended IGA.

III. AMENDMENT

This amended IGA may be amended at any time in writing by unanimous agreement of the Parties.

IV. SEVERABILITY CLAUSE

If any provision in this Amended IGA shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part or provision hereof which can be given effect without the invalid provision, and to this end, the provisions of the Amended IGA are declared to be severable.

V. COUNTERPARTS

This Amended IGA may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument. The Amended IGA shall not be effective until executed by all Parties.

VI. NO THIRD PARTY BENEFICIARIES

Except as otherwise stated herein, this Amended IGA is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as Parties, limit in any way governmental immunity and other limited liability statutes for the protection of the Parties, nor limit the powers and responsibilities of any other entity not a Party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the Parties with respect to the subject matter hereof.

VII. SUPERSEDES AND TERMINATES PRIOR AGREEMENTS

This Amended IGA supersedes and replaces all prior agreements dealing with formation of the Shelter including, but not limited to, the Dog Licensing IGA, Facility Funding IGA, and the 2012 Facility IGA, the 2022 IGA, and any amendments to those IGAs.

VIII. NONDISCRIMINATION

The Shelter shall make its services, facilities, and programs available to all persons regardless of race, color, religion, sex, national origin, age, disability, sexual orientation, genetic information, or any other status protected by Federal or State law.

IX. NO GENERAL OBLIGATION INDEBTEDNESS

Because this Amended IGA will extend beyond the current fiscal year, the Parties understand and intend that the obligation of the Parties to pay any costs hereunder constitutes a current expense of the Parties payable exclusively from the Parties' funds and shall not in any way be construed to be a general obligation indebtedness of the Parties within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory indebtedness. None of the Parties have pledged the full faith and credit of the state, or the Parties to the payment of the charges hereunder, and this Amended IGA shall not directly or contingently obligate the Parties to apply money from, or levy or pledge any form of taxation to, the payment of any costs.

X. NO ASSUMPTION OF LIABILITIES

By entering into and performing under this Amended IGA no Party is assuming any liability for the acts or omissions of any other Party or third Parties.

XI. ELECTRONIC SIGNATURES

The Parties approve the use of electronic signatures for execution of this Amended IGA. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 through §24-71.3-121.

IN WITNESS WHEREOF, the Parties have executed this Amended IGA.

COUNTY OF JEFFERSON,
STATE OF COLORADO

CITY OF ARVADA,
STATE OF COLORADO

CITY OF LAKEWOOD,
STATE OF COLORADO

CITY OF GOLDEN,
STATE OF COLORADO

CITY OF WHEAT RIDGE,
STATE OF COLORADO

CITY OF WESTMINSTER,
STATE OF COLORADO

CITY OF EDGEWATER,
STATE OF COLORADO

EXHIBIT A

Facility Debt Service Schedule

(See Attached)

Jefferson County
 Refunding Certificates of Participation Series 2019
 Foothills Animal Shelter
3,400,753
 (Balance at Refunding 2019)

Debt Service Schedule

	Principal -----	Coupon Rate -----	Interest -----	Total Disbursements -----	Annual Disbursements -----
01-Dec-24	\$330,591	5.000%	54,743.38	385,334.38	\$385,334.38
01-Jun-25			46,478.60	46,478.60	
01-Dec-25	\$343,262	5.000%	46,478.60	389,740.60	436,219.20
01-Jun-26			37,897.05	37,897.05	
01-Dec-26	\$356,701	5.000%	37,897.05	394,598.05	432,495.10
01-Jun-27			28,979.53	28,979.53	
01-Dec-27	\$370,907	5.000%	28,979.53	399,886.53	428,866.06
01-Jun-28			19,706.85	19,706.85	
01-Dec-28	\$386,266	5.000%	19,706.85	405,972.85	425,679.70
01-Jun-29			10,050.20	10,050.20	
01-Dec-29	\$402,008	5.000%	10,050.20	412,058.20	422,108.40
	----- \$2,189,735 =====		----- \$340,967.84 =====	----- \$2,530,702.84 =====	----- \$2,530,702.84 =====