



BOARD OF TRUSTEES
January 30, 2024
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Agenda

Individuals wishing to make public comments must attend the meeting in person or may submit comments by sending an email to muhse@wellingtoncolorado.gov. The email must be received by 4:00 p.m. on the day of the meeting. The comments will be provided to the Trustees and added as an addendum to the packet. Emailed comments will not be read during the meeting.

The Zoom information below is for online viewing and listening only.

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/84871162393?pwd=UkVaaDE4RmhJaERnallEK1hvNHJ5Zz09>

Passcode: 726078

Or One tap mobile :

US: +17207072699,,84871162393# or +17193594580,,84871162393#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 720 707 2699 or +1 719 359 4580 or +1 669 444 9171 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623

Webinar ID: 848 7116 2393

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Amendments to Agenda
4. Conflict of Interest

B. COMMUNITY PARTICIPATION

1. Public Comment

C. ACTION ITEMS

1. Resolution No. 07-2024 Approving an Agreement with NOCO Humane for Animal Welfare Services effective February 1, 2024 to March 31, 2024

D. ADJOURN

The Town of Wellington will make reasonable accommodations for access to Town services, programs, and activities and special communication arrangements. Individuals needing special accommodation may request assistance by contacting at Town Hall or at 970-568-3380 ext. 110 at least 24 hours in advance.

Board of Trustees Meeting

Date: January 30, 2024
Subject: Resolution No. 07-2024 Approving a Temporary Agreement with NOCO Humane for Animal Welfare Services effective February 1, 2024 to March 31, 2024

BACKGROUND / DISCUSSION

- The Town has partnered with NOCO Humane (formerly "Larimer County Humane Society") to provide services to meet the Town's animal sheltering needs. NOCO Humane has also provided animal control services as a back-up to support the Town and Larimer County Sheriff's Office services.
- NOCO Humane partnered with the communities of Berthoud and Timnath in 2023 to provide animal sheltering along with animal control services. The communities and NOCO Humane entered into a Joint Agreement for the services as a means of sharing existing resources and keeping costs lower for all parties.
- During the Town's 2024 budget process, a proposal for Wellington to enter the Joint Agreement with Berthoud, Timnath and NOCO Humane was presented. The Board was also presented with an alternative service agreement with NOCO Humane for only animal sheltering and back-up animal control services with updated fees for 2024.
 - The options considered by the Town during the budget process identified that the back-up service agreement provides less services at a higher cost.
 - The alternative agreement also necessitates the town having its own animal control resources.
- NOCO Humane provided notice of termination of the old service agreement to the Board of Trustees on December 12, 2023 in anticipation of the Town proceeding with the Joint Agreement (termination notice attached). The notice of termination established an effective date of January 31, 2024 to allow the Town time to coordinate the details of the Joint Agreement.
- The Board provided direction to pursue the Joint Agreement through approval of the 2024 budget with the amount of \$19,694 for animal control services in anticipation of entering into the Joint Agreement in January 2024.
- The Joint Agreement was presented to the Board of Trustees at its regular meeting on January 23, 2024. During the meeting, public comment generated some questions that the Board desired to allow additional time to consider. The Board voted to table consideration of the Joint Agreement to February 13, 2024.
- The Town does not currently have a contract for animal sheltering or animal control services, and therefore, the Town does not have animal control services.
- NOCO Humane has offered the attached temporary agreement for animal sheltering services and minimal back-up services that would be effective beginning February 1, 2024 and expiring March 31, 2024. Coverage under this temporary agreement will cover the gap until the Joint Agreement can be reconsidered.
- Approving the temporary agreement will ensure basic animal control services are available for the Town and its residents. Costs incurred for services during the period of the temporary agreement are additional charges not contemplated in the Town's 2024 budget and will need to be tracked for a possible budget amendment at a later date.

STAFF RECOMMENDATION

Town staff has identified the below motion options for the Board of Trustees to consider. Staff recommends approval of the temporary agreement (motion option 1):

1. Move to approve Resolution No. 07-2024 approving an agreement with NOCO Humane for Animal Welfare Services effective February 1, 2024 to March 31, 2024.
2. Move to approve Resolution No. 07-2024 approving an agreement with NOCO Humane for Animal Welfare Services effective February 1, 2024 to March 31, 2024, with amendments to the resolution.
3. Move to postpone consideration of Resolution No. 07-2024 to a future meeting date.
4. Move to deny Resolution No. 07-2024.

ATTACHMENTS

1. Resolution No. 07-2024 Approving a Temporary Agreement for Animal Welfare Services
2. Animal Welfare Agreement - Temporary
3. Contract Termination Notification

TOWN OF WELLINGTON

RESOLUTION NO. 07-2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO APPROVING AN TEMPORARY AGREEMENT FOR ANIMAL WELFARE SERVICES EFFECTIVE FEBRUARY 1, 2024 TO MARCH 31, 2024

WHEREAS, the Town of Wellington does not have an animal shelter, vehicles, equipment or supplies for providing animal control services; and

WHEREAS, the Town of Wellington has previously entered into agreements with NOCO Humane (formerly “Larimer County Humane Society”) for animal sheltering services and back-up animal control services; and

WHEREAS, the Town of Wellington is in consideration of a Joint Agreement for animal control services with the Town of Berthoud, Colorado, the Town of Timnath, Colorado and NOCO Humane; and

WHEREAS, the Town of Wellington’s prior agreement with NOCO Humane was terminated with an effective termination date of January 31, 2024 in anticipation of the Town entering into a Joint Agreement for animal control services in January 2024; and

WHEREAS, the Town of Wellington is currently without animal sheltering services and animal control services; and

WHEREAS, the Town conducted a special meeting on January 30, 2024 for consideration of temporary arrangements to meet the Town’s animal sheltering and animal control needs; and

WHEREAS, NOCO Humane has offered a temporary agreement for animal sheltering services and back-up only animal control services for a period beginning February 1, 2024 and expiring March 31, 2024; and

WHEREAS, the Town of Wellington’s Board of Trustees desires to ensure that the Town, its residents and animals within the Town’s limits are provided with essential animal sheltering services and animal control services during the period between the prior contract termination and until such time as a new agreement is approved.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Wellington, Colorado, as follows:

1. The proposed Temporary Agreement with NOCO Humane for a period beginning February 1, 2024 and expiring March 31, 2024 is hereby approved.
2. A copy of the Temporary Agreement is attached hereto and made a part hereof.
3. The Mayor of the Town is hereby authorized to execute the Temporary Agreement on behalf of the Town.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 30th day of January, 2024.

TOWN OF WELLINGTON

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

AGREEMENT FOR ANIMAL WELFARE SERVICES

This Agreement is made effective as of the 1st day of February 2024, by and between Town of Wellington, Colorado, 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. This Agreement supercedes all prior agreements and understandings, whether written or verbal, between the Town and NOCO Humane, which was known previously as Larimer Humane Society.

WHEREAS, the Town has adopted, by resolution, a policy aimed at providing economical, safe, and humane animal sheltering and humane law enforcement services for residents of the Town and funds have been provided therefore;

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;

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 be effective from February 1, 2024 through March 31, 2024, unless earlier terminated as provided herein.
2. Termination. Either party may terminate this Agreement, with or without cause and with or without providing reasons for termination, upon giving the other party fourteen (14) 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.
3. 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; and
 - 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.

- 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 an animal shelter;
 - 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 or Larimer 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 State of Colorado Pet Animal Care Facilities 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 within thirty (30) days of the end of the agreement term listing the following information in regard to the previous agreement term:
 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 12 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 12 of this agreement.
 6. Total fees due by the Town for unowned stray animals held under rabies quarantine based on fees described in Section 12 of this agreement.
 7. Total fees due by the Town for animals seized or held under court order based on fees described in Section 12 of this agreement.
6. Capture, Impoundment, and Transport of Animals by NOCO Humane. With regard to assisting the Town and transporting animals pursuant to this agreement, NOCO Humane shall:
 - a. respond to emergency calls for field service which originate from the Town, as needed. Emergency calls shall be defined as:
 - 1) an injured domestic animal;
 - 2) a domestic animal acting in a vicious manner or an animal that poses a threat to human life;
 - 3) requests for assistance with domestic animals by Law Enforcement/Fire Department; or
 - 4) upon approval from NOCO Humane's CEO or Director of Animal Protection & Control, any other situation reasonably deemed to be an emergency by the Larimer County Sheriff's Office and reasonably related to the services provided hereunder.
 - b. provide field service for non-emergency calls only at the Town's request and for a limited duration. Each such request shall be made in advance and with the explicit agreement of NOCO Humane's CEO or Director of Animal Protection & Control as to the duration and terms of the services requested. The Town acknowledges that NOCO Humane shall provide such agreed services with the priority of resource allocation given to NOCO Humane's full service contracted entities.
 - c. respond to requests for field service only from the Town's Police, Larimer County Sheriff dispatch or the Town Hall. NOCO Humane will instruct Town citizen's requesting service to contact one of entities.
 - d. Maintain records of all calls responded to, and shall, at the end of the agreement term, submit the following information:

- 1) Case number of each call responded to.
- 2) Total number of calls during normal hours of coverage.
- 3) Total number of calls on an emergency basis.
- 4) Total amount due based on fees described in Section 12 of this Agreement.

7. 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.

8. Enforcement. With regard to assisting the Town with enforcement of animal regulations pursuant to this Agreement and the understanding that enforcement of such animal regulations is the primarily the responsibility of the Town, NOCO Humane shall:

- a. provide enforcement of either state or local animal regulations when the Town is unable to provide such services, and,
- b. provide enforcement only at the Town's request and for a limited duration. Each such request shall be made in advance and with explicit agreement of NOCO Humane's CEO or Director of Animal Protection & Control as to the duration and terms of the services requested. The Town acknowledges that NOCO Humane shall provide such agreed services with the priority of resource allocation given to NOCO Humane's full service contracted entities.
- c. respond to requests for field service only from the Town's Police, Larimer County Sheriff dispatch or the Town Hall. NOCO Humane will instruct Town citizen's requesting service to contact one of entities.
- d. conduct the investigation and enforcement action in a timely manner.
- e. provide the Town a record of the investigation in a timely manner.

9. Enforcement. With regard to assisting the Town 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.

10. 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.

11. 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/\$4,000,000.00
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 the agreement between the Town and NOCO Humane.

12. 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 \$70 per call per officer for officer assistance during regular service hours of 8:00am. - 8:00 pm Monday – Friday and 8:00am – 6:00pm Saturday - Sunday;
- f. to pay NOCO Humane \$90 per call per officer for after-hours officer assistance between the hours of 8:00 pm- 8:00am Monday – Friday and 6:00pm – 8:00am Saturday and Sunday, and on Holidays;
- g. to pay a per call usage surcharge of \$25 per call per officer for each call in excess of 12 calls for service during the agreement term.
- h. that NOCO Humane may retain, as additional compensation, all impound fees collected by NOCO Humane from individuals whom animals are released which have been impounded by the Town.

13. 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 no 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.
14. 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.
15. Amendments. This Agreement may not be amended or modified except by written instrument agreed to and executed by all Parties.
16. 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.
17. 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.
18. Governing Law. This Agreement will be governed by the laws of the State of Colorado.

19. 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: Patti Garcia, Town Administrator
Town of Wellington
P.O. Box 127
Wellington, CO, 80549

20. 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.
21. 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.
22. 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 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:

Ethan Muhs, Town Clerk

TOWN OF WELLINGTON:

By: _____
Calar Chaussee, Mayor

ATTEST:

Rigo Neira
Director of Animal Protection & Control

NOCO HUMANE

By: _____
Judy Calhoun, CEO



Town of Wellington,

NOCO Humane, formerly known as Larimer Humane Society, gives notice it terminates its Agreement with the Town dated January 1, 2020 (“the Agreement”). Termination is effective January 31, 2024. After January 31, 2024, NOCO Humane will no longer provide services to the Town under the Agreement.

At the time the Agreement was entered into, the parties’ intent was that NOCO Humane serve as a backup the Town’s then-existing programs. However, in the three years that followed, there have been significant changes at the Town. Over time, the Town has asked NOCO Humane to do more than assist the Town, which changes the essence of the Agreement. NOCO Humane is permitted to terminate the Agreement under Paragraph 13 because the Agreement’s terms no longer reflect the parties’ intent at the time the Agreement was executed and the Agreement’s terms do not reflect the Town’s current animal control needs or the cost of meeting them.

The effective date of termination is delayed until January 31, 2024 so that the Town has sufficient time to make other arrangements. NOCO Humane is willing to negotiate the terms of a new contract setting for the terms whereby NOCO Humane continues to provide services to the Town into the future.

Respectfully,

Judy Calhoun
CEO