GUNNISON VALLEY ANIMAL SHELTER AGREEMENT

This agreement (AGREEMENT) made effective the 15th day of October 2013, is by and between the City of Gunnison (CITY), a Colorado Home Rule Municipality, the Gunnison Valley Animal Welfare League (GVAWL), a Colorado Corporation and 501C3 non-profit organization, and the Board of County Commissioners for Gunnison County ("BOCC"), a subdivision of the State of Colorado. Separately or together these entities will be referred to as PARTY(IES).

RECITALS

GVAWL provides professional services regarding animal sheltering. CITY and BOCC desire to engage GVAWL to provide services according to AGREEMENT.

The parties acknowledge that CITY is providing funds under AGREEMENT in advance of receiving services to allow GVAWL to construct an animal shelter satisfactory to CITY requirements.

The parties acknowledge that they are entering into a cooperative venture to construct an animal shelter that will provide the ability to meet the legal needs of the City of Gunnison and County of Gunnison with respect to animal control laws and will further meet the needs of the citizens of Gunnison County for pet relinquishment and adoption services. All three parties to this Agreement are contributing funds toward construction of the shelter facility.

GVAWL shall build the facility to comply with all Federal, State, and local regulations.

The parties acknowledge that BOCC owns, and will continue to own, the real estate upon which the Shelter will be constructed, subject to a ground lease with GVAWL.

The parties acknowledge that BOCC is guaranteeing a $220,000.00 loan to be obtained by GVAWL, and will make all monthly payments for the first three years of the loan, not to exceed in total, $100,000.00.

The parties acknowledge that the shelter facility structure will be owned, operated, and managed by GVAWL, subject to securitization as required by the lender.

The parties further acknowledge that the facility, and any agents of GVAWL ,CITY or BOCC, whether paid staff or volunteer, will abide by all policies and procedures established by GVAWL, especially its current and approved "Companion-Animal Intake and Care" policies, and any policies regarding use of the facility itself, except where addressed in Exhibit A and the Standard Operating Procedures to be developed.

CITY and BOCC are foregoing other shelter options in reliance on AGREEMENT with GVAWL to perform services as stated herein.

AGREEMENT

NOW THEREFORE, in consideration of RECITALS and the mutual covenants and obligations hereinafter set forth, the PARTIES agree as follows:

1. TERM

The term of AGREEMENT shall commence on the date first set forth above and shall terminate pursuant to Section 8 of this agreement or other agreement of parties.

2. FUNDING FOR CONSTRUCTION OF SHELTER

GVAWL shall provide a minimum of $50,000 in cash, plus grants or other funds as may be necessary, in conjunction with the payments by the entity parties, to complete Phase I of the Shelter. To the extent that there is a contemplated Phase II for the construction of the Shelter, none of the parties are agreeing to fund, at this point, the subsequent construction. CITY shall pay the sum of $125,000 in cash to be paid as directed by City Council. BOCC shall guarantee a loan in GVAWL's name in the amount of $220,000, and shall pay $33,333.33 annually for each of the first three years of the loan.

3. CONSTRUCTION OF SHELTER

GVAWL shall contract with Black Dragon, LLC, a Colorado limited liability company, for the construction of Phase I of the shelter. Such contract shall identify a specific cost for the entire project, anticipated time for completion, and estimated monthly draws for payment. The contract shall list BOCC and CITY as third-party beneficiaries of the contract. All construction plans shall be certified by the Department of Agriculture.

4. SCOPE OF SERVICES

GVAWL shall furnish all materials, supervision, supplies, and equipment to commence and complete the services as more specifically set forth on Exhibits A and B, attached hereto and incorporated herein by reference. All services shall be performed in a timely manner and in accordance with generally accepted standards for GVAWL's profession, and all applicable federal, state and local laws and regulations affecting the services or the subject matter thereof. GVAWL acknowledges that AGREEMENT is non-exclusive, and CITY and BOCC may contract with additional or other providers able to furnish the same or similar service, as each deems appropriate.

CITY and BOCC agree to recognize and abide by all policies and procedures established by GVAWL (its board of directors or other agents directed by the organization), especially its current and approved "Companion-Animal Intake and Care" policies attached hereto as Exhibit C, and any policies regarding use of the facility itself, except where addressed in Exhibits A and B and the Standard Operating

Procedures, which Procedures are to be developed by PARTIES. In the event of termination pursuant to paragraph 8, the parties will no longer be required to be bound by GVAWL's policies and procedures, and agree to work in good faith in developing new policy and procedures if appropriate.

5. COMPENSATION – OPERATION OF SHELTER

CITY: The method for compensating GVAWL for its services for operating the shelter after construction is set forth in Exhibit A, attached hereto. AGREEMENT is subject to CITY making an annual budget appropriation in an amount sufficient to fund CITY services of AGREEMENT. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate AGREEMENT without penalty to GVAWL pursuant to paragraph 8 of AGREEMENT.

BOCC: The method for compensating GVAWL for its services for operating the shelter after construction is set forth in Exhibit B, attached hereto. AGREEMENT is subject to BOCC making an annual budget appropriation in an amount sufficient to fund BOCC services of AGREEMENT. If BOCC fails or refuses to make such an appropriation, BOCC reserves the right to terminate AGREEMENT without penalty to GVAWL pursuant to paragraph 8 of AGREEMENT.

6. INDEMNIFICATION

(a) GVAWL agrees to indemnify, defend and hold harmless CITY, its Councilors, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and/or experts fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to any property of any kind caused by misconduct or negligent acts, errors or omissions of GVAWL or its employees, sub-contractors or agents in connection with AGREEMENT .

(b) GVAWL agrees to indemnify, defend and hold harmless BOCC, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and/or experts fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to any property of any kind caused by misconduct or negligent acts, errors or omissions of GVAWL or its employees, sub-contractors or agents in connection with AGREEMENT .

(c) This provision shall survive any termination or expiration of AGREEMENT with respect to any liability, injury or damage occurring prior to such termination.

7. INSURANCE

GVAWL agrees that at all times during the term of AGREEMENT that GVAWL shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of completion of the project, and prior to operation of the facility, GVAWL will provide certificates

of such insurance to CITY and BOCC, listing the City of Gunnison and BOCC as additional insureds, for the coverages required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior written notice.

(a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by GVAWL during the term of AGREEMENT if required by law.
(b) Comprehensive General Liability Insurance or the equivalent in an amount not less than $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury Liability and $500,000 for Property Damage Liability.
(c) Comprehensive Automobile Liability insurance on all vehicles owned or leased by GVAWL and used to provide services, in an amount no less than $350,000 for any injury to one person in any single occurrence and in an amount no less than $900,000 for any injury to two or more persons in any single occurrence.
(d) Property Insurance sufficient to provide for the repair or replacement of the structure if it is damaged or destroyed.

8. TERMINATION

PARTIES acknowledge that the others are providing valuable funding and/or services, which funding and services may not be available to PARTIES by other means. To that end, PARTIES agree to negotiate in good faith should an issue arise which cause one or more PARTIES to consider remedial actions up to and including termination of AGREEMENT.

(a) TERMINATION BY CITY. CITY may terminate this AGREEMENT upon the occurrence of any of the following events which remain uncorrected forty-five days (45) after receipt of written notice to GVAWL and BOCC:
   i. Failure of shelter to be constructed to meet the CITY requirements as those are defined in Exhibit A, or failure of shelter to be constructed in substantial compliance with government regulations;
   ii. Failure or inability of GVAWL to financially support the operation of the Shelter, including timely payment of loan payments, lease payments, utility bills, providing proper food and care for impounded animals, etc.;
   iii. Failure or inability of GVAWL to provide the services required in Exhibit A;
   iv. Failure by CITY to make annual budget appropriations;
   v. Failure of GVAWL to agree or abide by Standard Operating Procedures;
   vi. Failure of GVAWL to abide by the terms of this AGREEMENT;
   vii. Dissolution of GVAWL;
   viii. Termination by any other party.

(b) TERMINATION BY BOCC. BOCC may terminate this AGREEMENT upon the occurrence of any of the following events which remain uncorrected forty-five days (45) after receipt of written notice to GVAWL and CITY:

i. Failure of shelter to be constructed in substantial compliance with government regulations.
ii. Failure or inability of GVAWL to financially support the operation of the Shelter, including timely payment of loan payments, lease payments, utility bills, providing proper food and care for impounded animals, etc.;
iii. Failure or inability of GVAWL to provide the services as required in Exhibit B;
iv. Failure by BOCC to make annual budget appropriations;
v. Failure of GVAWL to agree or abide by Standard Operating Procedures;
vi. Failure of GVAWL to abide by the terms of this AGREEMENT;
vii. Dissolution of GVAWL;
viii. Termination by any other party.

If termination is caused by GVAWL's dissolution prior to the completion of the term of AGREEMENT, its assets remaining after payment, or provision of payment, of all debts and liability of GVAWL, shall be distributed pursuant to its Bylaws, Article 3, Section 3.

GVAWL will not be obligated to reimburse funds provided by CITY or BOCC through AGREEMENT.

Should termination of the AGREEMENT occur, City will assume daily operation of the Shelter and will be responsible for the costs of operation. Costs of operation will not include loan payments owed by GVAWL, lease payments to BOCC, or any debts or obligations of GVAWL. BOCC shall assume ownership of the Shelter facility. CITY and BOCC shall enter into a new agreement defining rights and responsibilities related to the ongoing operation of the Shelter.

In no event shall CITY be obligated to pay any debts or obligations of GVAWL whether or not this AGREEMENT is terminated.

9. DELEGATION AND ASSIGNMENT

This is a sole services contract with GVAWL and therefore, GVAWL shall not delegate or assign its duties under AGREEMENT without the prior written consent of CITY or BOCC, which consent CITY or BOCC may withhold in their discretion. Subject to the foregoing, the terms, covenants and conditions of AGREEMENT shall be binding on the successors and assigns of PARTIES.

10. NOTICES

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US Mail, postage prepaid, addressed as follows:

CITY: Attention City Manager
P.O. Box 239
201 W. Virginia Avenue
Gunnison, Colorado 81230
(970) 641-8171

GVAWL: Gunnison Valley Animal Welfare League
P.O. Box 1834
Gunnison, Colorado 81230
(970) 641-1173

BOCC: Matthew Birnie
Gunnison County Manager
200 East Virginia
Gunnison, CO 81230
(970) 641-0248

PARTIES have the right to designate in writing, served as provided above, changes to contacts, addresses, and phone numbers to which any notice, demand or communication is to be sent.

11. INDEPENDENT CONTRACTOR

(a) In performing services under AGREEMENT, GVAWL is acting as an independent contractor and not as an agent, partner, joint venturer or employee of CITY or BOCC. GVAWL does not have any authority to bind CITY or BOCC in any manner whatsoever.

(b) GVAWL acknowledges and agrees that GVAWL is not entitled to: (i) Unemployment Insurance benefits; or (ii) Workers Compensation coverage from CITY or BOCC. Further, GVAWL is obligated to pay federal and state income tax on any money paid related to services.

12. ENTIRE AGREEMENT

AGREEMENT and Exhibits A, B, and C, contains the entire AGREEMENT between PARTIES hereto as it relates to the subject matter hereof, and supersedes any and all agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder, and specifically supersedes the May 22, 2012 "City of Gunnison and Gunnison Valley Animal Welfare League Agreement" .

PARTIES acknowledge that Exhibit C is GVAWL's current policy which may be modified to reflect changes in their operation provided by the addition of a shelter facility. AGREEMENT refers to standard operating procedures to be developed. These operational procedures will be developed as the shelter is constructed and the facility put into use.

13. MISCELLANEOUS

(a) SEVERABILITY. If any clause or provision of AGREEMENT shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
(b) AMENDMENT. No amendment, alteration, modification or addition to AGREEMENT shall be valid or binding unless expressed in writing and signed by all PARTIES to be bound thereby.
(c) NO WAIVER OF GOVERNMENT IMMUNITY. Nothing in AGREEMENT is, or shall be construed to be a waiver, in whole or part, of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

14. ATTORNEY AND EXPERT WITNESS FEES

If any PARTY hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of AGREEMENT, the prevailing PARTY shall have and recover against the other PARTY, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorney's fees and expert witness fees.

15. GOVERNING LAW

AGREEMENT shall be governed by and interpreted in accordance with laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to AGREEMENT shall be in the District or County Court of Gunnison, Colorado.

16. IMMIGRATION COMPLIANCE CERTIFICATION

(a) GVAWL agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.
(b) GVAWL certifies that GVAWL does not and will not knowingly contract with or employ undocumented workers.
(c) GVAWL certifies that GVAWL has required contractors and subcontractors to certify that they do not knowingly contract with or employ undocumented workers and that they comply with the provisions of C.R.S. 8-17.5-101, et. seq.
(d) GVAWL will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this AGREEMENT through participation in either the e-verify program or the department program;
(e) GVAWL agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by Colorado Department of Labor and Employment.

(f) Failure to abide by the terms of this provision can result in termination of this AGREEMENT pursuant to paragraph 8.

17. COUNTERPARTS; FACSIMILE TRANSMISSION

AGREEMENT may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signature of less than all PARTIES, and all of which shall be construed together as a single instrument and shall be binding on PARTIES as though originally executed on one document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.
IN WITNESS WHEREOF, PARTIES have executed AGREEMENT as of the date set forth above.

CITY OF GUNNISON:

Robert E. Drexel, Mayor

CITY OF GUNNISON, COLORADO CITY SEAL

ATTEST:

Gail A. Davidson, Clerk (SEAL)

GUNNISON VALLEY ANIMAL WELFARE LEAGUE

By: President

ATTEST:

By: Secretary

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON, COLORADO

By: _____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

EXHIBIT A

SCOPE OF SERVICES - CITY

CITY AND GVAWL shall perform and provide the following services:

1. **INITIAL SERVICE FEE.** PARTIES agree to enter into a long-term agreement for animal shelter services. The initial fee of One Hundred Twenty Five thousand dollars ($125,000.00) from CITY will be assigned to GVAWL to provide reserved kenneling for a minimum of seven (7) animals (4 dogs, 3 cats) at any time as needed. Additional kennel space may be utilized by CITY, if available, and fees collected consistent with AGREEMENT.

2. **DAILY SHELTER FEES.** GVAWL will establish a daily shelter fee. Fee may be adjusted annually as part of the annual review of AGREEMENT, prior to September 30th, with an implementation date of January 1 the following year. As the shelter will be available twenty four hours per day, seven days per week (24/7) for impoundment, the daily shelter fee shall be calculated based on normal operation hours. Animals impounded shall be assessed a daily fee for any portion of a day spent in shelter. Any animal released up to public closing time will be assessed for that day sheltered. Any animal remaining after closing will be charged an additional daily fee. Appropriate fees will be collected by the agent (City or GVAWL) releasing the animal as determined by the SOP (see below). All Shelter fees are GVAWL's funds and GVAWL will utilize these funds to maintain and operate the facility and organization as agreed by the parties..

3. **UNCLAIMED ANIMALS.** CITY reserves control and responsibilities for unclaimed animals. Prior to release to GVAWL, animals impounded by CITY and unclaimed will be handled in accordance with City of Gunnison Ordinances and Colorado State Statutes pertaining to unclaimed animals. CITY will handle required notifications and tracking from unclaimed animals recovered within city limits. Should an animal be unclaimed after the required holding period CITY will make a determination on the adoptability of the animal; animals that are suitable for adoption may be transferred to GVAWL upon GVAWL's acceptance of the animal, all others will be euthanized at CITY expense. GVAWL reserves the right to determine adoptability (and GVAWL's ability to shelter and care for the animal) of any animal prior to euthanization. City will inform GVAWL of any such decisions before euthanization.

4. **ANIMAL IMPOUND/RELEASE.** GVAWL acknowledges that CITY personnel will have 24/7 access to the shelter facility for impoundment of animals. CITY shall have access to kennels suitable for quarantine of sick, injured or vicious animals. GVAWL in cooperation with CITY will establish "Standard Operating Procedures" to allow CITY impoundment of animals. GVAWL will notify CITY police personnel within 24 hours of impounding abandoned, loose, stray animals or other conditions where the

owner of animals within City limits of Gunnison is not present. Animals impounded from inside city limits will only be released by CITY. Issuing criminal charges is solely the responsibility of law enforcement.

5. **ANIMAL CARE.** GVAWL will provide a shelter facility certified, authorized and licensed pursuant to federal, state, and local regulations pertaining to animal shelters including but not limited to PACFA regulation and the organization's "Companion-Animal Intake, Care, and Adoption" policy. GVAWL is responsible for proper cleaning, feeding, exercising, grooming and care of all animals impounded.

6. **EXCHANGE OF SERVICES.** CITY personnel will work up to fourteen (14) hours per week at no cost to GVAWL. CITY hours will be credited against shelter fees and/or incidental fees charged to CITY. Should CITY personnel be required to work in addition to the fourteen (14) hours per week in order to provide care for animals, these hours will be further credited against fees charged to CITY. The availability of personnel is subject to the annual budget appropriation of funding by CITY.

7. **VETERINARIAN EXPENSES.** CITY will contract, separately from GVAWL, for veterinarian services to be provided for animals under CITY control. Veterinarian care may be provided either at the shelter facility or off premise as determined by CITY. GVAWL in cooperation with CITY will establish guidelines to track veterinarian expenses. The owner of impounded animals are responsible to pay or make arrangements to pay for all veterinarian services rendered during impoundment prior to release of animal. CITY is responsible for all animals under their control and when released to GVAWL, GVAWL shall assume that responsibility. Level of care will be in accordance with existing Colorado State Statutes and Department of Agriculture Regulations.

8. **RECORD KEEPING.** GVAWL and CITY will establish record keeping procedures to make sure records of all CITY animals are properly maintained. This includes, yet is not limited to, dates of impoundment, owner identification and ownership search, length of stay, care provided while impounded, veterinarian treatment and associated expenses, fees collected and disposition.

9. **DONATIONS.** CITY may receive donated material and items useful to GVAWL's operation of the shelter and/or care of animals. All donors will be directed to GVAWL to allow direct contributions to shelter operations, yet if items are provided to CITY they may be given to GVAWL for operational use and may not be sold.

10. **STANDARD OPERATING PROCEDURES.** GVAWL and CITY will cooperate to establish standard operating procedures to address areas identified in

AGREEMENT, as well as the procedure to allow sheltering of animals from within CITY until released to the owner, relinquished to GVAWL, or euthanized. Standard operating procedures will be reviewed and changed as required or requested by PARTIES to facilitate AGREEMENT provisions. The SOP will include, but not be limited to:

a. **Daily Shelter Fee and Collections**
b. **Unclaimed Animals Policy and Procedure**
c. **Animal Impound and Release Policy and Procedure**
d. **Animal Care Policy and Procedure**
e. **Exchange of Service Policy and Procedure**
f. **Veterinary Expense Policy and Procedure**
g. **Record Keeping Policy and Procedure (including current Forms)**

11. **REVIEW.** AGREEMENT covers an extended period of time, and will remain in effect unless effectively terminated. Over the course of this extended timeframe, there may be conditions or changes that require a review of AGREEMENT. CITY funds are dedicated to Phase 1 of GVAWL's overall plan for the facility. Future needs, concerns and opportunities may initiate a further review of AGREEMENT. PARTIES agree to review AGREEMENT annually, prior to September 30th, and determine if adjustments would be recommended. These discussions will not attempt to alter the commitment for GVAWL to provide twenty four hours a day seven days per week (24/7) sheltering services for a minimum of seven (7) animals impounded from CITY.

EXHIBIT B

SCOPE OF SERVICES - BOCC

BOCC AND GVAWL shall perform and provide the following:

GVAWL shall:

1. Provide shelter and animal care to companion animals that are brought into shelter, from unincorporated Gunnison County. Companion animals includes cats, dogs, rabbits, and small mammals in the pet category, but does not include exotic animals or wildlife.

2. Document data as required pursuant to PACFA standards, and additional data as required by BOCC such as location of pickup, whether animal was relinquished, or stray, outcomes, and associated expenses. This data will be reported to County quarterly.

3. Provide shelter in a facility certified, authorized, and licensed pursuant to federal, state, and local regulations, and provide adequate food and other supplies, including reasonable veterinary care, to each BOCC animal in GVAWL's care.

4. Coordinate with applicable agencies and area veterinary practices, for lost-and-found efforts.

5. Advertise, when appropriate, to locate possible owner of animal.

6. Collect and retain all shelter and veterinary fees from owner in cases of Return to Owner (RTO).

BOCC shall:

1. Contribute to GVAWL annually to assist with operations. The precise amount of the contribution for operations will be adjusted and agreed upon annually. The BOCC contribution for operations for 2014 will be up to $6,000.00, payable upon the completion of the shelter facility.

2. Contribute to GVAWL annually to assist with low-cost spay/neuter efforts. The precise amount of the contribution will be adjusted and agreed upon annually. The BOCC contribution for low-cost spay/neuter efforts for 2014 will be $750.00, payable upon the completion of the shelter facility.

3. Pursuant to the Ground Lease Agreement between GVAWL and BOCC dated July 5, 2011 GVAWL's Annual Ground Rent obligation will be offset against the shelter and veterinary fees associated with unclaimed animals brought into the shelter from unincorporated Gunnison County. GVAWL and Gunnison County will make adjustments during the annual review.

EXHIBIT C

Gunnison Valley Animal Welfare League

POLICY
COMPANION-ANIMAL INTAKE, CARE, AND ADOPTION

GVAWL will follow the standards set by established humane organizations, including American Humane Association, Humane Society of the United States, and the American SPCA.

GVAWL will follow the regulations under the State of Colorado=s Pet Animal Care Facilities Act (PACFA) and will maintain its PACFA license.

GVAWL will not surrender any companion animal for the purposes of research, breeding, fighting, or training as a guard animal, or for sale in a pet store or to a Class B dealer selling to research entities.

Companion animals will be cared for according to the GVAWL Standards of Care (Appendix A).

SECTION 1. GENERAL

A. GVAWL will advertise a stray companion animal for two weeks before putting up for adoption.

B. GVAWL will sterilize all companion animals prior to their adoption .

SECTION 2. INTAKE

A. If a companion animal is injured or sick it will be immediately treated by a veterinarian to relieve pain and suffering while a Treatment Decision (policy herein) is being made.

B. If a companion animal has bitten a person or another animal in the ten days prior to Intake, the animal must be taken directly to a veterinarian and quarantined for ten days, unless a rabies certificate shows that the animal has received rabies inoculation no more than twelve months previously. GVAWL may take ownership, categorizing the animal as AProvisional@ until a determination is made by a veterinarian as to category, after which the Intake and Treatment Decision protocols will be followed. Only trained volunteers may transport such animals, following the safety guidelines given in Handling Companion Animals.

C. Animals accepted

i.. GVAWL accepts cats, dogs, rabbits, and small mammals in the pet category.

ii. GVAWL does not accept exotic animals or wildlife.

iii. GVAWL may accept a companion animal into temporary care if it has the necessary resources, if the guardian is experiencing extreme circumstances, and if the guardian has arranged to pay as much as s/he can in the circumstances.

D. Relinquishment

i. Without a shelter, GVAWL must exercise utmost discretion in accepting a companion animal if the animal is already being properly cared for in a home. Accepting relinquished companion animals is dependent on available resources, i.e., space; funds for veterinary care, food, and supplies; and volunteers.

ii. If a companion animal is being relinquished for behavioral reasons, GVAWL will make reasonable attempts to assist the guardian in resolving the problem.

iii. If GVAWL is unable to accept a companion animal, we will provide the guardian with a list of other possible resources.

iv. The GVAWL will accept ownership of a companion animal if the animal=s welfare is threatened in any way.

v. GVAWL will accept a relinquished companion animal that was originally in the care of GVAWL if the adopter becomes unable to care for the animal. "Unable" is defined at the discretion of GVAWL.

vi. GVAWL will accept ownership of a companion animal if the guardian suffers a medical condition that prevents him/her from providing proper care to the pet.

vii. As much pertinent information as possible should be obtained about the relinquished companion animal and about the person relinquishing the animal. If possible, veterinary records or name of veterinarian should be obtained.

viii. The GVAWL agent accepting a relinquished companion animal will ask the relinquisher if s/he is able to provide a donation to assist with costs associated with caring for the animal, especially if the animal must be boarded.

E. Tracking

i. Each companion animal accepted by GVAWL will immediately be assigned a Log Number; this number will accompany the animal at all times, and will be noted on all documents pertaining to the animal.

ii. A companion animal returned to GVAWL by an adopter will be assigned a new Log Number (cross-referenced). Both Log Numbers should be visible on documents.

F. Intake Categories

i. GVAWL endorses the mission of and adopts the categories of the Asilomar Accords (Appendix B) for the purposes of reporting. As stated in the Accords, category at intake does not necessarily indicate the ultimate disposition of an animal.

ii. Intake categories are as follows (see Appendix B for complete definitions):

H - Healthy
T/R - Treatable/Rehabilitatable
T/M - Treatable/Manageable
U/U - Unhealthy and Unrehabilitatible

iii. Immediately on intake, each GVAWL companion animal will be assigned to one of these categories, or to the Provisional category if immediate further assessment is deemed necessary. Intake Protocol will be followed.

iv. Assignment of category or change of category will be noted on all documents pertaining to the animal.

G. Each companion animal accepted by GVAWL over six years of age will receive a full CBC screening.

H. Isolation and Assessment Exam

i. Each companion animal will be isolated for a period of twenty-four hours before being placed with other animals. Each will be checked for symptoms of disease according to the HSUS Shelter Operations Guidelines, using the Well-Being Checklist.

ii. The companion animal will be scheduled for the veterinary intake exam as soon as is possible. If during that exam, the veterinarian determines that the animal should receive treatment other than sterilization, Treatment Decision policy (below) and protocol should be followed.

SECTION 3. STERILIZATION

A. All companion animals will be sterilized prior to final adoption, according to the provisions of the Adoption Section herein.

B. A GVAWL companion animal under six months of age will not be sterilized unless GVAWL has access to a veterinarian trained to perform prepubertal sterilization on animals at least eight weeks old or weighing more than two pounds, with the following exception:

i. In no instance will male dogs less than nine months old or female dogs less than six months old be sterilized, unless such a procedure is deemed by a veterinarian to be both necessary and highly likely to save a dog's life.

SECTION 4. WELFARE REVIEW TEAM

A. The Welfare Review Team (WRT) will consist of the Chair, who a co-chair of the (Board) Animal Welfare Committee (AWC), the Board President, the Board Treasurer, the Animal-Care Team (ACT) Coordinator, and at least one Key Volunteer (cf. Roles and Responsibilities, Structure of the Organization).

B. The WRT will make a Treatment Decision if any veterinary treatment is estimated to be over $200 (see below).

C. The WRT performs a Quality of Life Assessment on each companion animal in GVAWL=s care:

i. at least once per month
ii. if a health issue arises
iii. upon request by anyone

D. Quality of life for a companion animal will be judged acceptable or not acceptable according to the GVAWL Quality of Life Statement (Appendix C), based on length of time in GVAWL care, health issues, and adoptability. A Quality of Life Assessment Form, with weighted values in each area, will be completed by the AWC, with notes as to other considerations.

i. Considerations include the following:

a. veterinarians= and/or behaviorists= assessments
b. availability of resources, i.e., space; funds for veterinary care, food, and supplies; and volunteers adequate enough to maintain an acceptable quality of life
c. potential liability
d. if fostering has been part of the companion animal's stay
e. efforts made to adopt out the companion animal, including advertisement

E. Any decision to euthanize must be made by majority opinion of the entire AWC.

F. Treatment decisions that involve a change in category, and especially a decision to euthanize, should be carefully documented, and should include referrals made, assessments, discussion, and a statement of exact reclassification.

SECTION 5. TREATMENT DECISIONS

A. If a companion animal is injured or sick, either at intake or at any time while in our care, it will be immediately treated by a veterinarian to relieve pain and suffering while the treatment decision is being made.

i. If the veterinarian deems the companion animal to be H or T/R, and gives an estimate of treatment charges exceeding $200, the WRT will be convened, and a treatment decision will be made according to the Treatment Decision Protocol.

ii. If the veterinarian deems a companion animal to be T/M, the WRT will be convened, and a treatment decision will be made according to the Treatment Decision Protocol.

iii. If the companion animal is deemed to be U/U, the animal will be euthanized by a veterinarian, according to the Euthanasia Section herein.

B. If a companion animal is deemed by the WRT to be experiencing a diminished quality of life to the point that euthanasia is determined to be the humane choice, the animal will be euthanized by a veterinarian or someone certified to administer EBI, according to the Euthanasia policy herein.

C. Treatment decisions that involve a change in category, and especially a decision to euthanize, should be carefully documented, and should include referrals made, assessments, notes of discussion, and a statement of exact reclassification.

SECTION 6. EUTHANASIA

A. A companion animal deemed U/U by the WRT and/or a veterinarian will be euthanized.

B. Euthanasia is to be considered only after a reasonable and appropriate pursuit of all other viable options, when:

i. it is deemed that the companion animal poses an unacceptable danger to the public, to other animals, or to itself

ii. it is deemed that it is the most humane course for the companion animal because it is suffering physically, and/or emotionally or mentally; it has received a poor prognosis; it faces a protracted painful recovery; it has an incurable illness; or it is not responding to treatment

iii. treatment is not reasonably available.

C. A decision to euthanize a companion animal other than one categorized as U/U is made only after all reasonable efforts have been made to place it in a permanent home.

D. Euthanasia will be performed by a veterinarian or someone EBI-certified, using an injection of sodium pentabarbitol solution prepared for the purpose. All other forms of euthanasia are deemed inhumane, with the exception of CO as prescribed by the HSUS Shelter Operations Guidelines.

E. If possible, a euthanized companion animal=s remains will be buried or cremated, and in any case will be treated with utmost respect.

F. GVAWL does not perform euthanasia at the request of a guardian. The guardian is asked to take the companion animal to a veterinarian who employs euthanasia by injection of sodium pentabarbitol.

SECTION 7. ADOPTION

A. Adoption Fees are set by a 2/3 vote of the Board of Directors, and may be changed at any time.

B. If a companion animal has not been sterilized because of GVAWL policy on prepubertal sterilization, a provisional adoption contract will apply (Provisional Adoption, Section 8).

C. No pets may be adopted into hotels or motels, unless local references can be provided, and the references are known to GVAWL volunteers.

D. Only unsocialized and untamable cats may be adopted as barn cats, unless the adopter is known to GVAWL volunteers and will agree to an acceptable level of care, including veterinary care (Indoor Outdoor/Cats, Section 12.B.).

E. No pets may be adopted into college dormitories.

F. GVAWL must have consent of the landlord if pet is being adopted into a rental property.

E. All potential-adopter applications will be processed, with results documented. The application will be reviewed, and approved or denied, by the Adoption Committee. Reason for refusal need not be given to the applicant, as stated on the application.

F. An adopter must:

i. be at least 18 years old.
ii. have an identification showing current address.
iii. have no known history of:
   a. violence toward a human or animal
   b. abandonment of a companion animal
   c. failure to provide water and food, shelter, or medical care to a companion animal
   d. using companion animals for fighting or using dogs as guard dogs
   e. unnecessary euthanization of companion animals
   f. have no existing pets known to be incompatible with other pets
iv. know of no impending reasons that s/he will be required to relinquish the companion animal, such as extensive travel, military service, decline in health, and housing changes

I. An adopter must:

i. agree to inspection of the companion animal=s home by GVAWL at any reasonable time. If an adopter has not complied with any of the policies, the pet may be reclaimed by the GVAWL. If abuse is taking place or has taken place, GVAWL will reclaim possession of the companion animal without warning. ACompliance@ and Aabuse@ are defined at the discretion of GVAWL.

ii. agree to provide an adopted companion animal with regular recommended inoculations and with medical care as required for injury, physical health maintenance, dental care, behavioral problems, and any other reasonable veterinary needs

iii. agree to provide for the companion animal to a level at least that of the Five Freedoms. The adopter will be provided with a copy of the Five Freedoms and with written guidelines for care.

iv. sign the statement that s/he has read and understands the GVAWL Declawing Policy Section 12.A..

v. agree to keep a declawed cat indoors unless confined to a secure outdoor area.

vi. agree to tether a dog for no more than eight consecutive hours, and not overnight.

vii. agree to relinquish the companion animal only to GVAWL or to someone s/he knows to a humane, responsible guardian.

J. If an adopted companion animal requires veterinary treatment within seven days following adoption, for (1) illness deemed preexisting by a veterinarian or (2) injury sustained before that seven days, GVAWL will accept that animal back and provide a fee refund upon request. The companion animal will be assessed and categorized as a new intake, and subject to Treatment Decisions.

SECTION 8. PROVISIONAL ADOPTION

A. This provision is made for animals whose adoption cannot be finalized because (a) the animal is not sterilized because of GVAWL policy on sterilization (Section 3), or (b) the potential guardian wants to assess how the animal will get along in the household and/or with other companion animals. The application and approval process is the same as that for an adoption. The provisional adopter must agree to all the conditions described herein under the Adoption (Section 7) and Foster Care (Section 9).

B. The Provisional Adoption Fee is the same as that for standard adoption. The Fee will be refunded if the fosterer decides to return the companion animal to GVAWL care.

C. If the reason the adoption cannot be finalized is that sterilization has not been performed, the provisional adopter must pay to GVAWL, along with the Provisional Adoption Fee, a Sterilization Deposit of $150, to be refunded when the animal is sterilized.

D. When the animal adopted under this provision reaches the appropriate age, the provisional adopter must choose one of the following:

i. The animal will be sterilized by a veterinarian of GVAWL's choice, GVAWL to pay for the procedure, with a copy of the veterinary record to the adopter.

ii. The animal may be sterilized by a veterinarian of the provisional adopter's choice, with GVAWL issuing a voucher to that veterinarian in the amount that is equivalent to the current rates for GVAWL's spay/neuter-assistance. Proof of sterilization must be presented to GVAWL, required for both payment of the voucher and refund to the adopter of the Sterilization Fee.

E. If GVAWL gains access to a veterinarian approved for prepubertal sterilization, the provisional adopter must agree to sterilization of the animal at that time, GVAWL to pay for the procedure.

SECTION 9. **FOSTER CARE**

A. Each potential foster-care provider will be subject to the same screening process as is a potential adopter. All the criteria required of a potential adopter, as applicable to a foster situation, will be required of a potential foster-care provider.

B. If provider has arranged in advance, GVAWL will supply food and other necessities.

C. The residence of each potential foster-care provider will be evaluated by a GVAWL agent, using the Evaluation Form, based on the following criteria:

i. Physical structure is sound and in good repair.
ii. There is adequate potable water, electricity, heating/cooling, ventilation, and lighting.
iii. Site is clean and free of trash.
iv. Flooring is conducive to cleaning and sanitation.
v. Other animals in the residence are compatible with each other and with the GVAWL companion animal.
vi. Animals will be protected from injury in contained environment, entry of other animals restricted.
vii. Primary enclosure is sufficient size for animal(s).
viii. Cage/kennel floors do not injure animals= feet.

D. The foster-care provider must agree to:

i. provide for the animal according to care guidelines on the Foster-Care Agreement; provider will be given a copy of the Five Freedoms and the Agreement.
ii. abide by the regulations mandated by the State of Colorado, PACFA; provider will be given a copy
iii. remove animal waste at least once per day
iv. clean/sanitize primary enclosure is cleaned as necessary
v. protect animals from cleaning solutions, chemicals, and noxious fumes, and as much as possible from tobacco smoke.
vi. observe/inspect the animal daily for signs of injury, illness, and disease, using the Well-Being Checklist.
vii. grant access to potential adopters during reasonable hours
viii. provide dogs with exercise twice daily, for a minimum of 20 minutes per time, to the level appropriate for the breed
ix. provide cats with a stimulating environment, including toys and human interaction
x. allow inspection of the residence by GVAWL at any reasonable time, with reasonable notice given. If a foster-care provider has not complied with any of the policies, the pet may be reclaimed by the GVAWL. If abuse is taking place or has taken place, GVAWL will without warning reclaim possession of the companion animal. ACompliance@ and Aabuse@ are defined at the discretion of the GVAWL.

SECTION 10. FERAL COLONIES

A. AFeral@ is defined as one generation removed from human socialization, and may or may not be tamed. AColony@ is defined as a population confined to a particular area, that is regularly provided with water and food.

B. Feral cats in colonies will be trapped, sterilized and ear-tipped, vaccinated, and returned to the colony.

C. Feral cats will not be sterilized and vaccinated at a spay/neuter clinic if that requires the cat to be confined in a trap for more than two hours beforehand or more than two hours afterward.

D. Feral cats will not be transported for any distance that requires more than one hour in a car.

E. If any feral cat, lone or in a colony, does not have adequate shelter, it will be euthanized.

SECTION 11. RECORDS

A. GVAWL endorses the Asilomar Accords and concurs that consistent reporting is necessary in the effort to end needless euthanasia of companion animals. [Policy 2008.09.01]

B. GVAWL complies with PACFA requirements and with HSUS Shelter Operations Guidelines for maintaining a record of each animal that includes date of intake, location of and changes in housing, vaccinations received, date of sterilization, and all adoption information.

C. Exact instructions for record keeping are given in the Procedures Manual.

SECTION 12. OTHER

A. Declawing of Cats

GVAWL strongly discourages declawing of cats, as it is deemed inhumane by the American Veterinary Medicine Association and all national humane organizations.

Each adopter will be asked to read the GVAWL Policy and to sign a statement that the policy has been read and understood.

B. Indoor/Outdoor Cats

[policy pending]

APPENDICES

Appendix A Standards of Care
Appendix B Asilomar Accords
Appendix C Quality of Life Statement

March 2012

STANDARDS OF COMPANION-ANIMAL CARE

GVAWL Values Statement, adopted 2004:

> "[We believe that] the well-being of an animal includes not only basic requirements – adequate shelter, clean water, food, and humane treatment – but also veterinary care, adequate exercise, and consistent positive human contact."

GVAWL defines "basic requirements" according to the HSUS Guidelines for the Operation of an Animal Shelter and the Five Freedoms (Appendix 1 to this document), and is further guided by a series of articles in *Animal Sheltering* magazine (Appendix 2), published by HSUS in 2008.

Shelter
- condition of all shelter: clean, with clean bedding – waste removed at least once/day
- provisions for below zero temps – above 70 temps
- off-ground, bed/blankets
- indoor containment – size
- outside kennels – size
- outside runs – minimum: 4' x 10'
- food/water dishes off ground/floor, away from areas of defecation and urination
- tether without running lead: 8 hrs max – with running lead: 12 hrs max – in any case, never overnight
- shelter housing: each companion animal in single cage/kennel – always separate:
  - dogs from cats
  - sick or injured animals from healthy animals
  - puppies and kittens from adult animals (unless the puppies or kittens are nursing)
  - nursing mothers and their young from all others
  - males from females (especially if not sterilized)
  - aggressive animals from all others

Food that is good-quality and balanced (never generic), that supplies nutrition sufficient to maintain the proper growth and health of skin, bones, and organs - appropriate to species and stage of life. Food in sufficient quantity, and kept free of insects and vermin droppings; canned food is refrigerated after opening.

Water dishes and dishes with wet food: cleaned daily. Dishes with dry food: cleaned three times per week for cats, daily for dogs.

Minimum exercise:
- dogs – in run or on leash, twice daily – minimum time, 20 minutes – breed and size-appropriate
- cats – in area not less than 20' feet long, once daily – minimum time, 20 minutes

Other:

Protection from cleaning solutions, chemicals, and noxious fumes, and as much as possible from tobacco smoke.

Daily inspection for signs of injury, illness, disease; for signs of fear and other stress

Cats – an "enriched environment," including toys, human interaction; a place to hide or at least back up against a wall; a way to perch

Specific to GVAWL companion animals

Dogs

Cats

Sheltered Cats

Maximal number of cats in the Hut at any one time is 7 ideal, with 10 acceptable on a temporary basis.

Maximal length of time a cat should be confined in the Hut is 3 – 6 months, depending on QLT Assessments.

Maximal length of time a cat should be confined to a kennel, between times allowed to run free for at least one day, is 4 days.

ASILIMAR ACCORDS – CATEGORIES AND DEFINITIONS

Healthy(H)

The term "healthy" means and includes all dogs and cats eight weeks of age or older that, at or subsequent to the time the animal is taken into possession, have manifested no sign of a behavioral or temperamental characteristic that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet, and have manifested no sign of disease, injury, a congenital or hereditary condition that adversely affect the health of the animal or that is likely to adversely affect the animal's health in the future.

Treatable

The term "treatable" means and includes all dogs and cats who are "rehabilitatable" and all dogs and cats who are "manageable."

Rehabilitatable (T/R): The term "rehabilitatable" means and includes all dogs and cats who are not "healthy," but who are likely to become "healthy," if given medical, foster, behavioral, or other care equivalent to the care typically provided to pets by reasonable and caring pet owners/guardians in the community.

Manageable (T/M): The term "manageable" means and includes all dogs and cats who are not "healthy" and who are not likely to become "health," regardless of the care provided; but who would likely maintain a satisfactory quality of life, if given medical, foster, behavioral, or other care, including long-term care, equivalent to the care typically provided to pets by reasonable and caring owners/guardians in the community; provided, however, that the term "manageable" does not include any dog or cat who is determined to post a significant risk to human health or safety or to the health or safety of other animals. [sic. from "provided" to "other animals" should apply to the entire "Treatable" category.]

Unhealthy and Untreatable(U/U)

The term "Unhealthy and Untreatable" means and includes all dogs and cats who, at or subsequent to the time they are taken into possession,

(1) have a behavioral or temperamental characteristic that poses a health or safety risk or otherwise makes the animal unsuitable for placement as a pet, and are not likely to become "healthy" or "treatable" even if provided the care typically provided to pets by reasonable and caring pet owners/guardians in the community; or

(2) are suffering from a disease, injury, or congenital or hereditary condition that adversely affects the animal's health or is likely to adversely affect the animal's health in the future, and are not likely to become "healthy" or "treatable" even if provided the care typically provided to pets by reasonable and caring pet owners/guardians in the community; or

(3) are under the age of eight weeks and are not likely to become "healthy" or "treatable," even if provided the care typically provided to pets by reasonable and caring pet owners/guardians in the community.

QUALITY OF LIFE STATEMENT

GVAWL defines Quality of Life in terms of levels of "well-being": Very Good, Acceptable, and Unacceptable. We define "well-being" in terms of physical condition and emotional condition. We assert that providing a Quality of Life of a level lower than Very Good is often less than humane.

We recognize that the "ideal states" of The Five Freedoms are intended for livestock, and form a good basis for defining an Acceptable Quality of Life for a companion animal. The first three are regarded as minimal provisions necessary for the physical well-being of an animal. The remaining two are regarded as minimal provisions for the emotional well-being of an animal.

Freedom from Hunger and Thirst – ready access to fresh water and a diet to maintain full health and vigor

Freedom from Discomfort – an appropriate environment including shelter and a comfortable resting area

Freedom from Pain, Injury, or Disease – prevention thereof, or rapid diagnosis and treatment

Freedom to Express Normal Behavior – sufficient space, proper facilities, and company of the animal's own kind

Freedom from Fear and Distress – conditions and treatment that avoid mental suffering

However, our standard of Very Good Quality of Life requires expansion upon The Five Freedoms. Very Good physical and mental condition also requires:

a reasonable amount of exercise (for dogs, appropriate to the breed) and of fresh air and daylight.

at least enough human contact to establish/maintain a socialized state, with the goal being the opportunity/atmosphere necessary for establishment of the human-animal bond.

a species-appropriate level of stimulation.

atmosphere, species-appropriate, for mitigation of fear and distress in companion animals.

In order for a Very Good Quality of Life to be maintained, GVAWL Standards of Care must be applied.