



Administrative Services  
Purchasing Division

April 3, 2009

Josh Livestock  
Attn: John Bartmann  
34469 WCR 25  
Greeley, CO 80631

MAY 14 2009

RECEIVED

RE: Renewal, Sheep Grazing

Dear Mr. Bartmann:

The City of Fort Collins wishes to extend the agreement term for the above captioned proposal per the existing terms and conditions and the following:

**Revision to Exhibit "A" attached herein consisting of one (1) page.**

Prohibition Against Employing Illegal Aliens. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Service Provider represents and agrees that:

- a. As of the date of this Agreement:
  1. Service Provider does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and
  2. Service Provider will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "e-Verify Program") or the Department Program (the "Department Program"), an employment verification program established pursuant to Section 8-17.5-102(5)(c) C.R.S. in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.
- b. Service Provider shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.
- c. Service Provider is prohibited from using the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- d. If Service Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Service Provider shall:
  1. Notify such subcontractor and the City within three days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Service Provider shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Rev 07/08



**Exhibit "A"**  
**Scope of Services**

Weed Control on Soapstone Prairie, Round Butte, and Bernard Ranch.

Service Provider (Josh Livestock) at the direction of city will graze approximately 1000 sheep or pairs of sheep for the purpose of weed control on the following properties:

Soapstone Prairie Natural Area  
Round Butte Open Space  
Bernard Ranch Open Space

If conditions warrant, properties may be added to the list or removed from the list at the discretion of the City of Fort Collins Natural Areas. Changes to the list will occur after consultation with Service Provider.

Grazing will take place in the period of time between May 1 and August 15, 2009. Grazing duration for each property will be established based on type of vegetation to control, size of the area, water sources, and vegetation response to grazing pressure.

Movement between Natural Areas will be the responsibility of Service Provider in consultation with Natural Areas Staff. Traffic control, if needed, will be the responsibility of Service Provider. If sheep are to cross private property, Service Provider is responsible for making contact and getting permission.

A sheep herder will be present with the sheep at all times. Herding dogs will be limited to no more than 4 at any one time. Sheep will be penned at night in temporary corrals. Temporary corrals may be constructed of electric netting; however if this technique is used the electric charger must be removed or turned off when sheep are not in the pen. The pen can not be located in the same location for more than 2 days. Guard dogs are not allowed.

Accommodations for the herder will be provided by the Service Provider and only at locations identified by Natural Areas staff in consultation with the Service Provider.

Trails constructed on the properties for hiking, bicycling, and horseback riding are not to be used for sheep movement. If trails need to be crossed, all care will be taken to minimize the section of trail affected by this movement. All bedding locations will be at least one half mile (0.5 miles) from any trail or parking area.

In the event a Bighorn sheep is sighted in the area, the Service Provider may be asked to move the sheep away from the bighorn. If consultation with the Colorado Division of Wildlife results in the request to remove domestic sheep from the area, the Service Provider will be required to remove the sheep as soon as possible.

Water is to be provided by Service Provider. Watering facilities (stock tanks, windmills, etc) located on the properties are available if needed. The Service Provider will provide any and all additional material or equipment necessary to use the existing facilities. Natural Areas staff will assist as needed.

Movement of sheep will be coordinated with City of Fort Collins Natural Areas staff. Staff will assist as needed in the movement of sheep.

The City of Fort Collins, Natural Areas will not be responsible for any loss of sheep or for any damage caused by sheep.