

# AGENDA ITEM SUMMARY

## FORT COLLINS CITY COUNCIL

ITEM NUMBER: 22

DATE: December 2, 2003

STAFF: John Pino  
Jim O'Neill

### SUBJECT

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Resolution 2003-135 Approving the Purchase of Animal Control Services from the Larimer Humane Society for 2004 as an Exception to the Competitive Purchasing Process.

### RECOMMENDATION

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Staff recommends adoption of the Resolution.

### FINANCIAL IMPACT

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The proposed 2004 contract contains a negotiated cost to the City of Fort Collins for animal control services in the amount of \$596,361, paid in monthly installments of \$49,696.75. Funds for the contract are authorized in the 2004 budget of Police Services. The contract is renewable for 2005, but the cost for 2005 has not yet been determined.

### EXECUTIVE SUMMARY

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The City of Fort Collins has contracted with the Larimer Humane Society for animal control services for nearly 20 years. The contract requires the Larimer Humane Society to provide a variety of specialized equipment and personnel necessary to provide animal control services to the City of Fort Collins; to operate a shelter facility, to provide emergency veterinary care; to dispose of dead animals; to respond to animal-related calls for service; to enforce City ordinances pertaining to animals; the administration of a pet licensing program and to provide accurate quarterly reports to City staff. There is no other known organization, entity or individual currently capable of performing these services.

The City of Fort Collins relies on the Larimer Humane Society to address animal-related issues within the City limits and it remains dedicated to providing professional animal control services to the City. Adoption of this Resolution will allow this contractual relationship to continue.

RESOLUTION 2003-135  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROVING THE PURCHASE OF ANIMAL CONTROL SERVICES FROM THE  
LARIMER HUMANE SOCIETY FOR 2004  
AS AN EXCEPTION TO THE COMPETITIVE PURCHASING PROCESS

WHEREAS, Section 8-161(d)(1)(a) of the Code of the City of Fort Collins authorizes the Purchasing Agent to negotiate the purchase of supplies and services without utilizing a competitive bidding process where the Purchasing Agent determines that only one responsible source exists; and

WHEREAS, the Purchasing Agent has determined that the Larimer Humane Society is the only responsible source for adequate professional animal control enforcement, public education, animal shelter and related care, transportation of animals, and pick up and disposal of dead animals; and

WHEREAS, the Purchasing Agent has submitted the requisite justification for such determination to the City Manager for approval; and

WHEREAS, the City Manager has reviewed and approved the justification for this service; and

WHEREAS, the cost to purchase such services is \$596,361 for 2004; and

WHEREAS, Section 8-161(d)(3) of the City Code requires approval of this purchasing method by the City Council for items costing more than One Hundred Thousand Dollars (\$100,000) prior to acquisition; and

WHEREAS, under Section 8-161(d)(4) of the City Code a procurement approved under Section 8-161(d) of the City Code may be used as the basis for a negotiated purchase of additional quantities of the same materials or services within a period of five (5) years from the date of approval, although such subsequent procurements may be limited to a specific number of purchases or a period less than five (5) years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the Council hereby approves, as an exception to the City's competitive purchasing process, the purchase of animal control services for 2004 from the Larimer Humane Society for the operation and management of the animal shelter, including the maintenance and operation of all physical plant facilities necessary for the efficient operation of said shelter; the provision of necessary personnel trained in the area of animal control; the provision of uniforms to all animal control enforcement officers; and the provision of humane and modern vehicles for the safe transportation of animals for a total payment of FIVE HUNDRED AND NINETY SIX THOUSAND THREE HUNDRED AND SIXTY ONE DOLLARS (\$596,361) in 2004 together with retained impoundment and license fees.

Section 2. That the Purchasing Director may use this approval as the basis for negotiating the additional purchase of animal control services from the Larimer Humane Society for 2005.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins held this 2nd day of December, A.D. 2003.

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Mayor

ATTEST:

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Chief Deputy City Clerk

## AGREEMENT

THIS AGREEMENT is entered into by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation (hereinafter referred to as "the City") and THE LARIMER HUMANE SOCIETY, a Colorado non-profit corporation (hereinafter referred to as "the Society"), and shall be effective as of the date last signed by the City;

### WITNESSETH:

WHEREAS, the City of Fort Collins has adopted, by ordinance, a policy aimed at providing economical, safe and humane animal treatment and control and has appropriated and budgeted monies necessary to effectuate the terms of this Agreement for the term hereof; and

WHEREAS, the Society, a non-profit corporation, is dedicated to safe and humane treatment and control of animals, consistent with the policies of the City and other governmental jurisdictions for which it operates; and

WHEREAS, the Society employs trained and qualified persons to handle animals within its custody.

NOW, THEREFORE, the City and the Society agree to the following:

1. Term of the Agreement. The initial term of this Agreement shall be from January 1, 2004, until December 31, 2004. The renewal term of this Agreement shall be from January 1, 2005 through December 31, 2005 unless sooner terminated as provided herein. This agreement may be renewed as provided in paragraph 12.j.
2. Scope of Services. The Society shall perform the following duties pursuant to this Agreement:
  - a. Maintain and operate all physical plant facilities and equipment and provide all personnel necessary for the efficient, effective, and humane operation of an animal shelter in compliance with State law and ordinances of the City.
  - b. The Society shall comply with existing administrative directives of the City and shall also comply with all future administrative directives of the City as may be agreed to by the Society and the City Manager, relative to providing animal control services under this Agreement and to operating the Society's animal shelter.
  - c. Provide for, or be responsible for, the availability of the professional services of a doctor of veterinary medicine licensed to so practice in the State of Colorado and available 24-hours per day for emergency services.
  - d. Maintain and provide all medical supplies, professional instruments, and equipment necessary for the efficient, effective operation of said animal shelter

and for the efficient, effective provision of animal control services.

- e. Employ trained personnel of the Society to perform the duties of an animal control officer for the City as assigned and commissioned by the Chief of Police of Fort Collins Police Services. Such personnel shall diligently enforce the provisions of Chapter 4 of the City Code pertaining to animals and insects according to the schedule of enforcement in paragraph 4. below and consistent with all other terms and conditions of this Agreement. Representatives of the Society and Police Services will meet quarterly to discuss service delivery priorities to ensure that those services being provided meet the needs of the City.
- f. Provide vehicles equipped with all equipment necessary for the performance of its duties pursuant to this Agreement, including but not limited to two-way radios sufficient to provide constant communication between the base station and mobile station and devices necessary to capture, hold and transport animals in a safe and humane manner.
- g. Provide uniforms for the Society employees which clearly identify the Society employees as animal control officers. Said uniforms shall be subject to approval of the Chief of Police.
- h. Accept applications and fees for dog and cat licenses, issue license tags and maintain records of the same according to the ordinances of the City. The Society shall accept applications and fees and issue tags at the animal shelter and arrange for tags to be issued at other locations throughout the City which are more easily accessible to city residents, such as veterinarians' offices, pet stores, etc. In addition, the City shall continue to accept applications and fees and issue tags at the Utility Billing Office, located at 330 S. College Avenue.
- i. Pick up and dispose of dead animals weighing less than one hundred (100) pounds from public areas, including, without limitation, streets and parks.

3. Commissions. The Chief of Police of the City shall authorize certain personnel of the Society, by commission, to enforce the ordinances of the City relating to animal control. Further, such personnel shall be authorized, by commission, to serve summons and complaints to be filed in the Municipal Court of the City of Fort Collins. It is specifically understood that the personnel of the Society, duly commissioned pursuant to this Agreement, shall not be entitled to enforce any ordinance of the City other than those provided for and authorized by the commissions issued by the Chief of Police of the City. Any costs related to the commissions will be the responsibility of the City.

4. Schedule of Enforcement.

- a. The Society shall schedule and maintain personnel to perform the duties of animal control officers within the City of Fort Collins in accordance with the following schedule: Monday through Friday, 8:00 A.M. - 8:00 P.M.; Saturday and Sunday, 8:00 A.M. - 6:00 P.M. Hours of coverage may be adjusted to address

changing needs as necessary by mutual written consent of the Chief of Police and the Society.

- b. The Society shall provide emergency services after the regular hours listed above. The following shall constitute an emergency:
    - 1) An injured animal. The Society will attempt to give emergency veterinary treatment to all injured animals. Pet Animals, which in the opinion of a veterinarian or authorized Society employee, if a veterinarian is not available, are experiencing extreme pain or suffering, may be disposed of immediately through euthanasia after the Society has exhausted reasonable efforts to contact the owner, pursuant to Sec. 35-80-106.3 of the Colorado Revised Statutes.
    - 2) An animal acting in an aggressive manner.
    - 3) An animal whose owner has been detained by law enforcement officials or any governmental agency and whose welfare depends on being placed into protective custody.
    - 4) When other solutions can't be found, pick up domestic animals in custody.
    - 5) Upon approval from the Society's executive director or authorized representative, any other situation reasonably deemed to be an emergency by Fort Collins Police Services and reasonably related to the services to be provided hereunder.
  - c. Personnel assigned to enforcement of City animal control ordinances pursuant to this Agreement and the above schedule shall be required to remain within the City during the assigned work schedule, only leaving the City limits when necessary to return to the Society's animal shelter. However, such personnel may also leave the City limits to assist with animal control emergencies occurring within the boundaries of the City's Urban Growth Area.
  - d. The Society shall be allowed to choose ten (10) days per year on which calls relating to animal control will be handled on an emergency basis only. The Fourth of July will not be designated as a holiday due to the many animal-related problems that occur on that day.
5. Operation of Shelter. In operating the animal shelter for and on behalf of the City, the Society shall:
- a. Conduct the operations of said animal shelter within and upon the property known as 6317 Kyle Avenue, Larimer County, Colorado.

- b. Maintain and operate all physical plant facilities and equipment necessary for the efficient, effective, and humane operation of an animal shelter in compliance with State law and ordinances of the City. The Society shall also comply with existing administrative directives of the City and shall also comply with all future administrative directives of the City as may be agreed to by the Society and the City Manager, relative to animal control services and operating an animal shelter.
- c. Maintain such facilities of the Society as are needed or are used in any way, manner, or form in connection with the operation of the animal shelter in a clean, sanitary condition.
- d. Establish, keep and maintain a daily register of all animals impounded by the City animal control officers and released from the animal shelter and a case history of each animal impounded in and released from the animal shelter, all on forms mutually agreeable to the parties of this Agreement. Such registry shall meet any applicable requirements of the Code of the City of Fort Collins.
- e. Provide any services, facilities, or equipment deemed necessary or appropriate to ensure that the animal shelter shall be operated in an efficient, effective, humane, and economical manner.
- f. The Society shall not release or otherwise dispose of any animal impounded at the animal shelter by the City or pursuant to City ordinances under the terms of this Agreement unless and until all impoundment periods prescribed by the Code of the City of Fort Collins have been satisfied, except as otherwise provided by law, including but not limited to C.R.S 35-80-106.3, or other terms of this agreement, including but not limited to paragraph 4.b.
- g. In the event any animal is held for the purpose of observation for the presence of rabies, the animal shall be quarantined for such time as directed by the City animal control officer, which time shall not be less than ten (10) days or such greater time as may be provided in the Code of the City of Fort Collins. Any compensation received by the City from an owner for the holding of an animal as provided in this paragraph shall be paid to the Society at the same time as the monthly installments as indicated in paragraph 10.a. below.
- h. No animal shall be released by the Society to its owner unless all requirements of the Code of the City of Fort Collins, including payment of impoundment fees have been complied with. For the purposes of this section only, acceptance of a promissory note by the Society shall constitute payment of fees pursuant to Section 4-140 of the Code of the City of Fort Collins. With regard to the collection of impoundment fees only, this section is specifically not applicable to the release of animals taken into protective custody by the Society pursuant to the internal policies of the Society. However, since fees collected by the Society and any promissory notes accepted by the Society in lieu of payment are applied against costs assessed to the City for animal control services, the Society will

record which fees have been waived by the Society and all promissory notes accepted by the Society and will credit the City for the amount of those fees and promissory notes to be applied to the subsequent year's animal control service costs or refunded to the City in the event that the contract is not renewed.

i. The Society shall submit reports on a quarterly basis and an annual summary to the Director of Finance and the Budget Director for the City, with a copy to Police Services, at P.O. Box 580, Fort Collins, Colorado, 80522, listing the following information in regard to the previous quarter:

- 1) The number of domestic animals impounded for the City;
- 2) The total number of domestic animals impounded at the shelter;
- 3) The total number of wild animals impounded for the City;
- 4) The total number of wild animals impounded at the shelter;
- 5) The number of impound days for all animals impounded for the City;
- 6) The total number of impound days for all animals impounded in the shelter.
- 7) The number of licenses issued to City residents;
- 8) The total number of licenses issued
- 9) The number of actual hours spent by Society personnel on emergency calls for the City;
- 10) The number of animals euthanized for the City;
- 11) The number of citizens participating in Society educational/outreach programs;
- 12) Average response times, priority/non-priority, for City calls;
- 13) The number of City calls for service per contract year;
- 14) The number of formal complaints received concerning enforcement or other services provided by the Society under this Agreement and the disposition of those complaints; and
- 15) A quarterly financial report.

j. In addition, the Society shall routinely send to the City copies of all special reports or studies which the Society provides to its members or the public.

k. All reports referenced in paragraph 5.i. above shall be submitted no later than the last day of the month following the end of the quarter.

6. Additional Duties. In addition to all of its general obligations and duties, the Society shall:

a. Furnish, after receipt of the applicable fee and a deposit, appropriate and available humane animal traps to residents of the City who desire them, for the trapping of domestic animals and for trapping of small wildlife (not including bears, mountain lions, elk or deer) which the Society has been reasonably deemed to present a threat to persons or property.



- b. Dispose of all dead dogs, cats and other animals similar in size which may be brought to its facilities by the residents of the City for a pre-determined fee based on the weight of the animal. The amount of this fee shall be determined by the Society.
- c. Respond to calls regarding livestock, remove livestock from roadways and temporarily confine or restrain the livestock, if possible, pending action by Fort Collins Police Services or the State Brand Inspector.
- d. As needed or at the request of the City, the Society will participate in a public meeting or meetings regarding animal control services.
- e. Maintain a procedure to review any complaints reported by citizens of Fort Collins with respect to the services provided under this Agreement and to correct deficiencies if the complaint is found to be valid. This procedure shall include a provision that the complaint be reviewed by a Society employee or agent not directly involved with the situation giving rise to the complaint and a provision for mediation by a disinterested third party if a satisfactory resolution is not reached utilizing the Society's personnel.

7. Weapons. Animal control officers employed by the Society shall not carry guns, rifles, or firearms other than tranquilizer guns, during the period when they are serving as animal control officers in the City of Fort Collins. In the event that the animal control officer finds that it is necessary to use a weapon to destroy a dangerous or vicious animal, the animal control officer shall notify Fort Collins Police Services of said need in order to allow the Police Services to respond and destroy the animal. If a tranquilizer gun is to be used, Fort Collins Police Services shall be notified of such intention. The tranquilizer gun shall not be used if Police Services so directs. Officers employed by the Society are authorized to carry bite sticks and chemical agents for self-defense against vicious animals, however, officers must receive the appropriate training in the use of these devices prior to carrying them.

8. Communications. Communication services shall be as follows:

- a. The Society shall answer all calls and be responsible for dispatching animal control officers for such calls.
- b. All calls received by the Poudre Emergency Communication Center during the Society's normal business hours and all emergency calls as defined in Section 4.b. shall be referred to the Society.
- c. The Society shall be responsible for the payment of all of its own costs of telephone services.

9. Liability Insurance & Indemnification. The Society shall carry general liability insurance sufficient to ensure against acts or omissions of the Society, its employees and agents, with the minimum coverage of \$2,000,000 (two million dollars). In addition, the Society shall carry auto/vehicle liability coverage with minimum limits of \$2,000,000 (two million dollars). The Society shall also provide workers compensation insurance coverage for its employees at the limits required under Colorado law. The City shall be named as an "Additional Insured" under such insurance coverages and the Society shall deliver to the City one (1) copy of a certificate evidencing such required insurance from an insurance company acceptable to the City.

The Society shall protect, indemnify, and hold harmless the City, 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 person, natural or corporate, who is not a subscribing party to this Agreement resulting from or arising out of any negligent act or omission of the Society, its officers, employees or agents, relating to the performance of any of the obligations of this Agreement. The Society shall not, however, be liable for the acts, claims, or demands which may arise from the negligent acts of the City, its officers, elected or appointed, and the departments thereof, nor for acts, claims or demands based upon the operation of the animal shelter by the Society in compliance with instructions or orders given to the Society by authorized agents of the City, and the City shall hold the Society harmless therefrom to the extent permitted by law and subject to any notice requirements, defenses, immunities, and limitations to liability that the City, and its officers and employees, may have under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., et seq.) and to any other defenses, immunities, limitations to liability available to the City and its officers and employees under the law.

10. Payment. The City agrees:

- a. To pay the Society for the initial term the total sum of Five Hundred Ninety Six Thousand Three Hundred Sixty One Dollars (\$596,361), consisting of the minimum ongoing base payment of \$523,361 plus a onetime appropriation of \$73,000, in twelve (12) monthly installments. Each monthly installment during the initial term shall be in the amount of Forty Nine Thousand Six Hundred Ninety Six Dollars and Seventy Five Cents (\$49,696.75) with each installment to be due and payable within fifteen (15) days after the end of the month for which such installment is owing. Said payment includes fees for shelter operation as well as enforcement and other services provided pursuant to this Agreement.
- b. In the event this agreement is renewed for the calendar year 2005 pursuant to paragraph 1, to pay the Society for the renewal term an amount of not less than Five Hundred Twenty Three Thousand Three Hundred Sixty One Dollars (\$523,361) in twelve (12) monthly installments. Any increase in this amount, whether ongoing or onetime monies, shall be negotiated by the parties prior to renewal of this agreement. At the minimum sum of \$523,361, each monthly

installment during the renewal term would be in the amount of Forty Three Thousand Six Hundred Thirteen Dollars and Forty Two Cents (\$43,613.42). Each installment to be due and payable within fifteen (15) days after the end of the month for which such installment is owing. Said payment includes fees for shelter operation as well as enforcement and other services provided pursuant to this Agreement.

- c. To allow the Society to retain the impoundment fees collected by the Society pursuant to paragraph 11. of this Agreement. All fees collected shall be applied toward the costs charged to the City for animal control services.
- d. To allow the Society to retain license fees collected by the Society or the City pursuant to paragraph 2.h. of this Agreement. Payment by the City to the Society of license fees collected by the City shall be made at the same time as the monthly installments are made as indicated in paragraph 10.a. above. Each such monthly payment shall include all fees collected by the City during the preceding month. License fee revenues shall be used by the Society for paying costs incurred by the Society as a result of this Agreement, including costs of animal control services, veterinary care of unclaimed City animals, public education of City residents relating to responsible animal ownership, training of the Society's employees, costs of operating the licensing program, and any other costs incurred by the Society as a result of this Agreement.
- e. It is specifically agreed and understood between the parties that any fines collected by the Municipal Court of the City of Fort Collins as a result of any criminal violation shall be retained by the City.
- f. It is specifically recognized that the Society shall allow the City to recoup any payments for services rendered pursuant to this agreement if the yearly cost to the Society in performing such services is less than the yearly payments received for said services from the City. The recoupment shall be applied as a credit for future services by the Society and shall be applied to the subsequent year's animal control service costs or refunded to the City in the event that the contract is not renewed.

11. Charges. The Society shall charge and collect all impoundment fees set forth from time to time in the Code of the City of Fort Collins. All such fees collected by the Society shall be accounted for at the time of submitting the quarterly reports required by paragraph 5.i. above.

12. Conditions of the Agreement. It is further agreed, by and between the City and the Society, as follows:

- a. That, in entering into this Agreement, neither the Society nor its officers and employees acquire any status, rights, or benefits of an employee of the City, it being expressly understood and agreed that the Society shall perform all

undertakings and professional services herein prescribed and contemplated as an independent contractor.

- b. That the Society shall neither assign any of the rights nor delegate any of the duties imposed upon it under the provisions of this Agreement without having first obtained the written permission of the City.
- c. That this Agreement may not be enlarged, modified, or altered, except in writing, signed by the parties as an amendment hereto.
- d. That no waiver of any breach of this Agreement shall be held or construed to be a waiver of any subsequent breach thereof.
- e. That the only expenditures to be made by the City under and by virtue of this Agreement shall be the payments, charges and fees specifically provided for herein.
- f. That the Society shall, when appropriate, write and/or serve legal process upon persons desiring to reclaim animals.
- g. That the payment of salaries and benefits of personnel employed by the Society as animal control officers shall be the sole responsibility of the Society. Further, it is specifically understood and agreed by the Society and the City that personnel employed by the Society as animal control officers are not employees of the City and are not entitled to any status, rights or benefits to which employees of the City are entitled.
- h. That all complaints received by the City will be immediately forwarded to the Society for resolution through the Society's citizen complaint process.
- i. This Agreement and the obligations of the City hereunder are expressly contingent upon adequate funds being budgeted and appropriated therefore by the Fort Collins City Council.
- j. To allow for sufficient planning for the provision of animal control services, not later than May 1, 2004 representatives of the Society, duly authorized by the Society's Board to negotiate for the Society, and the City Manager, or the City Manager's designee duly authorized by the City Manager to negotiate, shall meet to discuss renewal or non-renewal of the Contract, or entering into a new contract, for animal control services beyond the initial term.
- k. If, in any year, the parties are unable to reach an agreement for the next year by the end of the year covered by this Agreement or a renewal Agreement, or if contractual arrangements with a different animal control provider are not finalized by the end of the year covered by the Agreement or a renewal Agreement, then the City shall pay to the Humane Society a monthly fee equal to the current

monthly rate plus 3 percent of such rate per month for the three month automatic extension period.

- i. That if either party materially breaches any provision of this Agreement, the non-breaching party shall provide to the breaching party notice of such breach and further provide to the breaching party a reasonable opportunity to correct the breach. If the breach is not corrected within thirty (30) days or such longer period of time as may be reasonable under the circumstances, the non-breaching party may terminate this Agreement upon notice to the breaching party. In any suit brought to enforce the provisions hereof, the prevailing party may recover its costs and reasonable attorney fees so incurred.

13. Performance; Termination.

- a. It is hereby agreed by and between the parties that strict and timely compliance with the applicable statutes of the State of Colorado, ordinances of the City of Fort Collins, those administrative directives of the City agreed to by the parties, and the provisions of this Agreement is required, and that the failure of either of the parties to so comply shall be sufficient cause for the other to terminate this Agreement upon written notice to the defaulting party, subject, however, to the provisions of paragraph 12.i. above.
- b. In the enforcement of City ordinances relating to animal control and in the operation of the animal shelter for the City, the Society and its employees shall comply with all applicable provisions of the Code of the City of Fort Collins. If the City amends any portion of such ordinances or adds to the same, copies of such amendments shall be delivered to the Society and from and after the date of such delivery, the Society shall comply with all requirements contained in the amendment.
- c. The Society agrees to make its financial records available when necessary to the City for the purposes of conducting an audit or for the purpose of reviewing the Society's performance of the terms of this Agreement. Such audit or review shall be conducted during normal business hours of the Society and conducted on the Society's premises.
- d. The City may cause an independent audit to be performed by a competent external auditor at the sole cost of the City. The auditor shall perform an audit of the Society to determine its compliance with the terms of the Agreement.
- e. The Society shall cause an independent accounting audit to be performed by a certified public accountant on an annual basis at the sole cost to the Society. A copy of the audit will be available to the City in the first quarter of the calendar year. The Society agrees to make its financial and/or statistical records available when necessary to the City for the purpose of reviewing the Society's performance of the terms of this agreement. Such audit will be conducted during

normal business hours of the Society, conducted on the Society's premises, and will be at the sole cost of the City.

- f. While the Society is responsible for all recruitment and personnel selection processes, the Society agrees to provide Police Services with a list of candidates, and their resumes, for the position of Executive Director. Police Services shall be allowed to provide reasonable input into the selection of each newly appointed Executive Director. Such input may include participation in interview processes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year written below.

THE CITY OF FORT COLLINS  
A Municipal Corporation

By: \_\_\_\_\_  
John F. Fischbach, City Manager

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
James B. O'Neill II, CPPO, FNIGP  
Director of Purchasing and Risk Management

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

THE LARIMER HUMANE SOCIETY  
A Colorado Non-profit Corporation

By: Martha Faulk  
Martha Faulk  
President, Board of Directors

Dated: 11/12/03

ATTEST:

Raymond F. Hogler  
Raymond Hogler  
Board Secretary