

**2025 CONTRACT BETWEEN THE CITY OF LONGMONT AND THE
LONGMONT HUMANE SOCIETY, INC.**

THIS Contract is made and entered into by and between the City of Longmont, a Colorado municipal corporation (City), and the Longmont Humane Society, Inc., a Colorado nonprofit corporation (Contractor).

WHEREAS the Contractor provides the services stated in **Attachment A** to the Longmont community; and

WHEREAS in order for the Contractor to function properly and provide important services to the Longmont community, it is necessary to provide funds to the Contractor for its services which are deemed to be both desirable and essential for the immediate protection and preservation of the public health, safety, and general welfare of the citizens of Longmont; and

WHEREAS the Contractor has established and is maintaining a shelter and impoundment facility where animals which have been impounded pursuant to City ordinances and are cared for or disposed of pursuant to said ordinances; and

WHEREAS the City believes that the Contractor is an appropriate designated animal shelter and interested in the humane care and treatment of animals; and

WHEREAS the Contractor is willing to furnish the services identified in Attachment A on behalf of the City and the City may, as authorized by ordinance, contract for such services.

NOW, THEREFORE, in order to provide necessary services for the benefit of the City and its inhabitants, the City and the Contractor mutually agree as follows:

TERM. Notwithstanding the date of execution, the term of this Contract is from January 1, 2025 through December 31, 2025.

DUTIES. The Contractor agrees to provide the services described in Attachment A without interruption. The City has authorized \$965,931 in its 2025 budget to provide the services described in this Contract. The City shall pay said \$965,931 in TWELVE (12) equal monthly installments of \$80,494.25 with each payment to be made no later than the 10th of each month. It is the understanding of the parties that the payments identified herein shall constitute the total compensation payable by the City for the services identified herein and provided by the Contractor.

ACCEPTANCE OF STRAY ANIMALS. The City acknowledges that the Contractor accepts stray or abandoned animals brought to the Contractor by the citizens of Longmont, including animals received from City of Longmont Department of Public Safety personnel, City of Longmont Animal Control, and Police Services Division personnel in the performance of their duties. Funding for this responsibility is included in this agreement under DUTIES. The Contractor shall be entitled to collect from the owner of an animal, all reasonable and necessary costs associated with providing care and feeding of such impounded animal.

REPORTING REQUIREMENTS. The Contractor agrees to provide monthly reports as outlined in Attachment A to the City's Chief of Police. The reports must be submitted no later than ten (10) days after the conclusion of each month. Besides any other remedies available under law, the City may withhold payments to the Contractor until the City receives the Contractor's reports and may decline to consider further Contracts with the Contractor if the Contractor does not submit reports on time.

RELIABILITY OF REPORTS. The Contractor represents that all information the Contractor has provided or will provide to the City is true and correct, and that the City can rely on such information in modifying, making payments, or taking any other action concerning this Contract. Any false or misleading material information or omission provided or caused by Contractor is just cause for the City to terminate this Contract and pursue any other available remedies against the Contractor.

AUDIT. The City reserves the right to conduct an audit of all records related to this Contract.

INTEGRATED AGREEMENT AND AMENDMENTS. This Contract is an integration of the entire understanding of the parties with respect to the matters set forth herein. This Contract cannot be altered or amended except in writing, and signed by duly authorized representatives of the respective parties. This Contract incorporates by reference the attachments checked below:

- Attachment A (Scope of Services)
- Attachment B (Hardship Waiver)
- Attachment C (Scope of Services- Detail)

STATUS OF CONTRACTOR. The Contractor shall perform all services under this Contract as an independent contractor and not as an agent or employee of the City. It is mutually agreed and understood that nothing contained in this Contract is intended or shall be construed as in any way establishing the relationship of co-partners or joint ventures between the parties hereto, or as construing the Contractor, including its agents and employees, as an agent of the City. The Contractor shall remain an independent and separate entity. The Contractor shall not be supervised by an employee or official of the City, nor will the Contractor exercise supervision over any employee or official of the City. The Contractor shall not represent that the Contractor is an employee or agent of the City in any capacity. The Contractor is not entitled to City worker's compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this Contract, if applicable.

PERSONNEL. The Contractor agrees to provide competent personnel with expertise in the delivery of the scheduled services to achieve and maintain a highly professional and competent level of services.

INSURANCE. The Contractor is solely responsible for providing any insurance including liability, casualty, and workers' compensation for the Contractor's use. The Contractor shall provide during the time of this Contract a general liability policy with limits no less than \$1,000,000 per occurrence and a workers' compensation insurance policy covering all employees and complying

with state law. Before the effective date of this Contract, the Contractor shall present to the City's Risk Manager a certificate showing it has in effect the required policies. The certificate shall require thirty (30) days' notice to the Risk Manager before termination, cancellation, or modification of any insurance policy. Any variance to these insurance provisions must be approved in writing by the City's Risk Manager and will become incorporated as an addendum to this Contract.

The Contractor shall not cancel, materially change, or fail to renew insurance coverages. The Contractor shall notify the City of Longmont Risk Manager, Civic Center Complex, 350 Kimbark Street, Longmont, CO 80501, of any material reduction or exhaustion of aggregate limits. In the event any policy is cancelled or has a material reduction of aggregate limits before final payment by City to the Contractor, the Contractor shall immediately procure other insurance sufficient to maintain the insurance requirements of this Contract. Failure to maintain insurance or procure replacement insurance is grounds for termination of this Contract.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from the Contractor's operation under this Contract.

CERTIFICATE OF INSURANCE. As evidence of the insurance coverages required by this Contract, prior to the effective date of this Contract, the Contractor shall furnish a certificate of insurance to:

City of Longmont
Attention: Risk Manager
350 Kimbark Street
Longmont, CO 80501

The liability certificate will name the City, its officers, agents, and employees as "Additional Insureds" and must require thirty (30) days' notice to the Additional Insureds before non-renewal or cancellation. Insurance coverages required under this Contract shall be obtained from insurance companies authorized to do business in the State of Colorado. If the Contractor is self-insured under the laws of the State of Colorado, the Contractor shall provide appropriate declarations of coverage.

IDEMNITY. The Contractor shall fully indemnify and hold the City harmless from all claims, actions, suits, liability, losses, costs, expenses, and/or damages of any kind whatsoever which may occur to be or be suffered by any person (including but not limited to the Contractor, its agents, employees, contractors, tenants, invitees, licensees, successors or assigns) arising out of or in connection with its use and occupation of any City facilities and/or any activities undertaken pursuant this Contract, except only for those losses resulting solely from the negligence of the City. Upon commencement of any such suit or action against the City, the Contractor shall provide prompt notice to the City, and shall defend the same at its own cost and expense. If a judgement shall be rendered against the City in such an action or suit, the Contractor shall fully satisfy the judgement within ninety (90) days after the same has been conclusively determined.

TERMINATION. This Contract may be terminated at the sole discretion of the City for any violation by the Contractor of any of the terms and conditions of this Contract, including the

reduction or discontinuance of the services listed in Attachment A. This Contract shall be subject to termination by either party in the event of the failure of the other party to perform any of the terms herein set forth. In such event, written notice shall be given to the other, and if the conditions of noncompliance specified in such notice are not corrected within sixty (60) days of the date of such notice, this Contract shall be terminated and of no further effect at the option of the party not in default of the terms herein contained. Notice shall be mailed to the respective parties at the following addresses unless written notice of change of address is given:

City

Animal Control Unit Supervisor
Longmont Police Department
225 Kimbark Street
Longmont, Colorado 80501

Contractor

Longmont Humane Society Inc.
9595 Nelson Road
Longmont, Colorado 80501

PROVISIONS CONSTRUED AS TO FAIR MEANING. The provisions of this Contract shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question.

HEADINGS FOR CONVENIENCE. All headings, captions, and titles are for convenience and reference only, and of no meaning in the interpretation or effect in this Contract.

COMPLIANCE WITH ORDINANCES AND REGULATIONS. The Contractor shall perform all obligations under this Contract in strict compliance with all federal, state, and local laws, rules, statutes, charter provisions, ordinances, and regulations applicable to the performance of the Contractor's services under this Contract, and specifically shall not discriminate against any person on the basis of age, ancestry, color, creed, sex, race, religion, national origin, disability, sexual orientation, gender identity, or as otherwise prohibited by law.

NO IMPLIED REPRESENTATIONS. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties except as specifically set forth in this Contract.

NO THIRD PARTY BENEFICIARIES. None of the terms or conditions in this Contract shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the Contractor receiving services or benefits under this Contract shall be only an incidental beneficiary.

FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Contract shall be deemed a pledge of the City's credit or a payment guarantee by the City to the Contractor. If appropriated funds are not available, both parties shall be relieved of their obligations hereunder.

WAIVER. No waiver of any breach or default under this Contract shall be a waiver or any other or subsequent breach or default.

SEVERABILITY. Invalidation of any specific provisions of this Contract shall not affect the validity of any other provision of this Contract.

GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Colorado.

DISPUTES. The parties will strive to resolve all disputes informally by a representative from the City and Contractor who have the authority to resolve it. If the matter is not resolved by negotiation within thirty (30) days of receipt of a written 'invitation to negotiate', the parties will attempt to resolve the dispute in good faith through a mutually agreed upon mediator.

AUTHORITY. The parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable by law, to authorize their respective signatories to sign this Contract for them and to bind them to its terms.

UNLAWFUL EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS. The Contractor shall not knowingly employ or contract with an undocumented immigrant to perform work under this Contract. The Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an undocumented immigrant to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an undocumented immigrant to perform work under this contract.

VERIFICATION REGARDING UNDOCUMENTED IMMIGRANTS. The Contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment. The Contractor further verifies that if the Contractor has not been accepted into the E-verify program administered by the United States Department of Homeland Security, the Contractor will apply to participate in the E-verify program administered by the United States Department of Homeland Security every three months until the Contractor is accepted or this Contract is completed, whichever is earlier.

LIMITATION REGARDING E-VERIFY PROGRAM. The Contractor shall not use E-verify program procedures to undertake preemployment screening of job applicants while performing this Contract.

DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an undocumented immigrant, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented immigrant:

1. Notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an undocumented immigrant; and

2. Terminate the subcontract with the subcontractor if, within three (3) days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an undocumented immigrant, the subcontractor does not stop employing or contracting with the undocumented immigrant; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented immigrant.

DUTY TO COMPLY WITH STATE INVESTIGATION. The Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

To the extent any provision is contained in this Contract to comply with C.R.S. Title 8, Article 17.5, and any portion of such statute is found by a court of competent jurisdiction to be unenforceable, this Contract shall be deemed modified to remove the provisions of this Contract which reflect such unenforceable statute.

DAMAGES FOR BREACH OF CONTRACT. In addition to any other legal or equitable remedy, the City may be entitled to for a breach of this Contract. if the City terminates this Contract, in whole or in part, due to the Contractor's breach of any provision of this Contract, the Contractor shall be liable for actual and consequential damages to the City. In no event shall the Contractor's liability for a breach of this Contract, other than a breach of Sections titled Insurance, Certificate of Insurance, and Indemnity, or a breach of a claim which is subject to C. R.S. 8-17.5-102(3), exceed two times the amount of payments paid by City under the Section titled Duties.

Executed this _____ Day of _____, 202_____.

CITY OF LONGMONT:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

SENIOR ASSISTANT CITY ATTORNEY

PROOFREAD

APPROVED AS TO CONTENT:

PUBLIC SAFETY CHIEF

APPROVED AS TO INSURANCE PROVISIONS:

RISK MANAGER

CA File: 24-003231

CONTRACTOR:

CHIEF EXECUTIVE OFFICER

Russell Hinkle

russell@longmonthumane.org

ATTACHMENT A (SCOPE OF SERVICES)

2025 CONTRACT BETWEEN THE CITY OF LONGMONT AND THE LONGMONT HUMANE SOCIETY, INC.

The Longmont Humane Society, Inc. ("Contractor" or "Society") will perform each of the following duties, which are required by the 2025 Contract between the City of Longmont and the Longmont Humane Society, Inc.:

- 1) The Contractor agrees to furnish and provide the following:
 - a. All physical plant facilities and equipment necessary for the efficient, humane, and effective operation of an animal shelter in compliance with all City ordinances and laws of the State of Colorado thereto applicable;
 - b. Competent veterinary medical care for all domestic animals impounded at its facility through the availability of the professional services of a doctor of veterinary medicine licensed to so practice in the State of Colorado; and
 - c. All medical supplies, professional instruments, and equipment necessary for the efficient and effective operation of an animal shelter, along with such facilities as may be required for the disposal of dead animals consistent with public health and safety.

- 2) In operating and managing the animal shelter the Contractor, shall:
 - a. Conduct the operations of said animal shelter within and upon the premises generally described as the Longmont Humane Society, Longmont, Colorado;
 - b. Maintain at all times such facilities of the Society in as clean and sanitary a condition as possible;
 - c. Accept from the City for impoundment, dogs, cats, and other companion small mammals and also accept such dead animals as well as deceased wildlife. The City shall be responsible for obtaining veterinary services for any animal ill or injured prior to submittal of such animal by the City for impoundment to the Contractor as may be required, such initial treatment to be at the sole expense and discretion of the City. The City shall not be responsible for obtaining veterinary services for any animal ill or injured prior to submittal of such animal by other entity or person;
 - d. Accept from residents of the City any stray dogs, cats and other

- companion small mammals and also accept such dead animals. The Contractor shall be responsible for obtaining and paying for veterinary services for these animals that may be ill or injured;
- e. Offer temporary housing for barnyard animals, no larger than a large dog, and reptiles. The City is responsible for finding and arranging transportation of these animals to permanent sheltering as soon as possible after initial intake;
 - f. Establish, keep, and maintain records of all animals placed by the City into and released from the animal shelter;
 - g. Establish, keep, and maintain records of all animals placed by non-Longmont residents into and released from the animal shelter;
 - h. Establish, keep, and maintain records of all animals into and released from the shelter, that were left at the animal shelter;
 - i. Establish, keep, and maintain records of all animals into and released from the shelter that were brought to the animal shelter from out of state or out of the county in the form and manner required by law;
 - j. Not release or otherwise dispose of any living domestic animal placed by the City with the Contractor, except as prescribed by the Longmont Municipal Code, and then not until all fees prescribed by the Longmont Municipal Code and applicable state law have been satisfied;
 - k. Provide monthly reports of all animals submitted by the City for impoundment or police hold that includes the owner name, address and phone for each animal returned to its owner, and the other categories as shown on Attachment C. A monthly summary report showing totals of the daily reports for that month shall be submitted on or before the 10th day of each succeeding month during the term hereof, beginning in February 2024. In addition, Contractor will provide monthly reports showing total numbers of animals adopted to Longmont residents, and total number of Longmont strays returned to their owners. Monthly reports shall be submitted on or before the last day of the succeeding month;
 - l. Be under no obligation to release any animal without evidence of a current rabies vaccination as may be required by law;
 - m. Assist the City in its license program by requiring any resident owner of an unlicensed dog, cat or potbellied pig to produce and present a current City license as a condition for the release of an impounded animal.

- n. Establish, keep, and maintain records of all animals placed for adoption, regardless of whether any fees were waived;
- o. Honor up to twelve (12) requests (hardship waivers) in 2025 to waive the Contractor's surrender fee for animals surrendered to the Contractor in 2025. Hardship waivers shall not seek to waive fees for more than two animals per family or residence. Animal Control Officers will submit such requests on Attachment B, Authorization for Surrender of Animals;
- p. Accept from the City for impoundment, daily and at all times, companion animals that are placed on "hold" by the municipal or County court or surrendered during a court prosecution. Contractor shall retain such animals at no cost to the City until they are released by the City or the Court. The City, however, shall be responsible for obtaining veterinary services for any such animal ill or injured prior to submittal of such animal by the City for impoundment to the Contractor as may be required, such initial veterinary services to be at the sole expense of the City; and
- q. Ensure that the City of Longmont via internet has continuous access to the Contractor's software data that tracks sheltered animals, including their behavioral history. Through this software, City of Longmont shall have the ability to search and view animals or persons via their name, identification number, street, city or zip code; to utilize ownership/guardianship functions; to search, edit and view lost and found reports; to view online help; to search incoming and outgoing transfers between software network partners; and each city staff member assigned an account will have the ability to change their personal information including their password.



Attachment B

**Authorization for Surrender of Animals
Longmont Police Services Division Hardship
Waiver**

Owner Name _____ DOB _____

Address _____

Phone Number: _____ Alt Number: _____

Animal Control requests the below animals to be surrendered to the Longmont Humane Society, at no cost to the animal owner. This voucher will permit up to two (2) animals for surrender with waived fees.

Animal 1: Pet's Name: _____ Species: _____ Sex: M/F_Altered?

Y/NBreed: _____ Color: _____ Age: _____

Animal 2: Pet's Name: _____ Species: _____ Sex: M/F_Altered?

Y/NBreed: _____ Color: _____ Age: _____

I understand that this authorization will expire in ten days from the date signed if not used. I understand that I am surrendering my animals to the Longmont Humane Society and disposition of these animals are at their discretion. I understand that the animals become the property of the Longmont Humane Society. I may not revoke this authorization. I understand that I have a right to a copy of this authorization.

Signature of Owner or Authorized Personal Representative _____ Date _____

Animal Control Officer/Officer's number

Has the animal owner previously surrendered animals to the Humane Society?

Date

Yes No

Officer comments/reasons:

White- Animal Control Yellow- Longmont Humane Society Pink- Humane Society
return to AC after animal(s) is surrendered

**ATTACHMENT C (SCOPE OF SERVICES -
DETAIL)**

Longmont Seized Animals Returned to Owner

<u>Animal#</u> <u>Intake</u> <u>Date</u> <u>ID</u> <u>Number</u>	<u>ACCO</u> <u>Number</u> <u>Intake</u> <u>Type</u> <u>Name</u>	<u>Species</u> <u>Intake</u> <u>Sub-Type</u> <u>Date of</u> <u>Birth</u>	<u>Breed</u> <u>Outcome</u> <u>Date</u> <u>Address</u>	<u>Outcome Type</u>	<u>City</u> <u>jurisdiction</u> <u>Person#</u> <u>Home Phone</u> <u>Cell</u> <u>Phone</u>
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Edit- animal
Animal
group
Agency
Person
Contact
Ownership/guardianship

PPTN - Incoming
transfers
Outgoing
transfers

Services - search/edit Lost/found report
Add
lost/found
report
Lost/found
search

Licensing - search/edit license

- Add
license
- License
queue

Finance - search/edit
receipt
Add
receipt

Admin - edit my account
Search gift
policy/offer
Purchasing
partners
Referral
program

Support - what's
new
Online
help
Training
resources
Contact us