AGREEMENT

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

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. This Agreement shall be effective from February 1, 2016, the “Effective Date”, through January 31, 2016 unless sooner terminated as provided herein. This Agreement may be renewed as provided in paragraph 12.k.

2. Scope of Services. The Society will perform the following duties pursuant to this Agreement:

   a. The Society shall 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 Colorado State law and ordinances of the City.

   b. The Society shall comply with existing administrative directives of the City and 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. The Society shall make availability the professional services of a doctor of veterinary medicine licensed to practice in the State of Colorado and available 24-hours per day for emergency services.

   d. The Society shall 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. The Society shall employ trained personnel 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 (the “Chief of Police”) and as assigned by Fort Collins Neighborhood Services. Such personnel must diligently enforce the provisions of Chapter 4 of the City Code pertaining to animals and insects according to the schedule of enforcement in Section 4 herein and consistent with all other terms and conditions of this Agreement. Representatives of the Society and Fort Collins Neighborhood Services will meet quarterly to discuss service priorities to ensure that those services being provided meet the needs of the City.

f. The Society shall 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. The Society shall provide uniforms for the Society employees which clearly identify the Society employees as animal control officers. The uniforms are subject to approval by the Chief of Police and Neighborhood Services Manager.

h. The Society shall 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 must 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 may continue to accept applications and fees and issue tags at the Utility Billing Office, located at 117 N. Mason Street.

i. The Society shall 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 may authorize certain personnel of the Society, by commission, to enforce the ordinances of the City relating to animal control. Further, such personnel will 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, are not entitled to enforce any ordinance of the City other than those provided for and authorized by the commissions issued by the Chief of Police. 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 Neighborhood Services Manager 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 as defined in C.R.S. 35-80-1034, which in the opinion of a veterinarian or, if a veterinarian is not available an authorized Society employee, are experiencing extreme pain or suffering, may be immediately euthanized after the Society has exhausted reasonable efforts to contact the owner, as provided in C.R.S. 35-80-106.3.

   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) Stray domestic animals. When no other solution exists, the Society shall provide services to place the animal into 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 or Neighborhood Services and reasonably related to the services to be provided hereunder.

c. Society personnel assigned to enforcement of City animal control ordinances pursuant to this Agreement and the above enforcement 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 designate 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 such a day due to the many animal-
related problems that occur on that day. The Society will provide a list of such designated days within 30 days of the Effective Date.

5. **Operation of Shelter.** In operating the animal shelter for and on behalf of the City, the Society will:

   a. The Society shall conduct the operations of said animal shelter within and upon the property known as 6317 Kyle Avenue, Larimer County, Colorado.

   b. The Society shall 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. The Society shall 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. The Society shall establish, keep and maintain a daily register of all animals impounded by 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. The registry will meet any applicable requirements of the Code of the City of Fort Collins.

   e. The Society shall provide any services, facilities, or equipment deemed necessary or appropriate to ensure that the animal shelter is operated in an efficient, effective, humane, and economical manner.

   f. The Society may 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, quarantine the animal 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..
h. The Society may not release any animal 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 semi-annual basis and an annual summary to the Director of Finance and the Budget Director for the City, with a copy to Fort Collins Neighborhood 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 warnings and the type of violation issued in the City;
15) The number of citations and the type of violation issued into Municipal Court;
16) 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
17) A quarterly financial report.
j. Routinely send to the City copies of all special reports or studies which the Society provides to its members or the public.

k. Submit all reports referenced in paragraph 5.i. above 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 will:

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 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, Neighborhood Services, or the State Brand Inspector.

d. As needed or at the request of the City, 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 must 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 that need in order to allow Fort Collins Police Services to respond and destroy the animal. If a tranquilizer gun is to be used, Fort Collins Police Services must be notified. A tranquilizer gun must not be used if Fort Collins 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 will be:

   a. The Society will answer all calls and be responsible for dispatching animal control officers for such calls. Neighborhood Services employees may also work with citizens experiencing animal issues, and provide information to the Society to dispatch animal control officers.

   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., will be referred to the Society.

   c. The Society will be responsible for the payment of all of its own costs of telephone services.

9. **Liability Insurance & Indemnification.** The Society must 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 must carry auto/vehicle liability coverage with minimum limits of $2,000,000 (two million dollars). The Society must also provide workers compensation insurance coverage for its employees at the limits required under Colorado law. The City must be named as an “Additional Insured” under all insurance policies and the Society will deliver to the City one (1) copy of a certificate evidencing these required insurance policies from an insurance company acceptable to the City.

   The Society will defend, 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.

10. **Payment.**

    a. The City agrees:

       (1) To pay the Society the total sum Eight Hundred Ninety Five Thousand Three Hundred Ninety Three Dollars and Zero Cents ($895,393.00) in twelve (12) monthly payments of $74,332 for 2016. Each monthly
payment is due and payable within fifteen (15) days after the end of the month and includes fees for shelter operation as well as enforcement and other services provided pursuant to this Agreement.

(2) To allow the Society to retain the impoundment fees collected by the Society pursuant to paragraph 11. of this Agreement. All fees collected must be applied toward the costs charged to the City for animal control services.

(3) 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 will be made at the same time as the monthly installments are made as indicated in paragraph 10.a(1). Each monthly payment will include all fees collected by the City during the preceding month. License fee revenues will 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 animals from the City, 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.

b. The parties specifically agree and acknowledge that any fines collected by the Municipal Court of the City of Fort Collins as a result of any citation written by animal control officers will be retained by the City.

c. The Society specifically recognizes that the City may 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 the services from the City. The recoupment shall be applied as a credit for future services by the Society and will 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 will 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 will be accounted for at the time of submitting the reports required by paragraph 5.i. above.

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

a. That, in entering into this Agreement, neither the Society nor its officers and employees acquire any status, rights, or benefits as an employee of the City, it being expressly understood and agreed that the Society will perform all
undertakings and professional services herein prescribed and contemplated as an independent contractor.

b. That the Society will 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. Any such assignment or delegation by the Society without the City’s prior written consent shall be deemed null and void and no effect.

c. That this Agreement may not be enlarged, modified, or altered, except in writing, signed by the parties as an amendment to this Agreement.

d. That no waiver of any breach of this Agreement will be held or construed to be a waiver of any subsequent breach of this Agreement.

e. That the only expenditures to be made by the City under and by virtue of this Agreement will be the payments, charges and fees specifically provided for herein.

f. That the Society will, 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 is 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 complaints received by the City will initially be processed by Neighborhood Services staff to gather sufficient information to understand the nature of the complaint, as well as to assist citizens through the complaint process; however, if necessary, information will be immediately forwarded to the Society for resolution through the Society’s citizen complaint process.

i. That all complaints received by the City regarding internal investigations of Animal Control employees will be immediately forwarded to the Society for resolution through the Society’s citizen complaint process.

j. This Agreement and the obligations of the City hereunder are expressly contingent upon adequate funds being budgeted and appropriated by the Fort Collins City Council.
k. Upon mutual agreement of the parties, this Agreement may be renewed for additional one year periods not to exceed four (4) additional one year periods. To allow for sufficient planning for the provision of animal control services, not later than October 1 of each year 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, will meet to discuss renewal or non-renewal of the Contract, or entering into a new contract, for animal control services for the upcoming one-year term.

l. 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.

13. **Performance; Termination.**

a. It is 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.l.

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 must comply with all applicable provisions of the Code of the City of Fort Collins. If the City amends or adds to any portion of the City ordinances, copies of such amendments will be delivered to the Society and from and after the date of such delivery, the Society must comply with all requirements contained in the amendment.

c. The Society agrees to make its financial records available 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 will 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 may perform an audit of the Society to determine its compliance with the terms of this Agreement.
e. The Society will undertake 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. The City’s review of the financial and/or statistical records 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 Fort Collins Neighborhood Services with a list of candidates, and their resumes, for the position of Executive Director. Fort Collins Neighborhood Services will be allowed to provide reasonable input into the selection of each newly appointed Executive Director. Such input may include participation in interview processes.

14. **Employment of Illegal Aliens.** Pursuant to Section 8-17.5-101, C.R.S., et. seq., the Society represents and agrees that:

   a. As of the date of this Agreement:

      1) The Society does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and

      2) The Society 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. The Society 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. The Society 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 the Society obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Society shall:

1) Notify such subcontractor and the City within three days that the Society 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 the Society 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.

e. The Society shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

f. If the Society violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, the Society shall be liable for actual and consequential damages to the City arising out of the Society’s violation of Subsection 8-17.5-102, C.R.S.

g. The City will notify the Office of the Secretary of State if the Society violates this provision of this Agreement and the City terminates the Agreement for such breach.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year written below.
THE CITY OF FORT COLLINS
A Municipal Corporation

By: ________________________________
Darin A. Atteberry, City Manager

Dated: 1/27/2016

By: ________________________________
Gerry Paul, Purchasing Director

Dated: 1/27/2016

ATTEST:
__________________________
Wanda K. Winkelmann
City Clerk

APPROVED AS TO FORM:
__________________________
John Davis
Deputy City Attorney

THE LARIMER HUMANE SOCIETY
A Colorado Non-profit Corporation

By: ________________________________
Judy Calhoun, Executive Director

Dated: 1/26/2016

ATTEST:
__________________________
Bill Porter
Bill Porter, Director of Animal Protection & Control
### Larimer Humane Society
#### Annual Operating Budget

**2016-2017 Budget**

<table>
<thead>
<tr>
<th>Operating Revenue</th>
<th>2016-2017</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Income</td>
<td>1,620,197</td>
<td>Due to factors listed below, we are requesting a 4.99% increase in 2018 ($45,933)</td>
</tr>
<tr>
<td>CSU Contract Fee</td>
<td>6,300</td>
<td>We have service contracts with Loveland, Larimer County and Fort Collins. We also offer per-call as needed service to Johnstown, Wellington, Berthoud and Timnath - these fees in total equal less than 0.5% of total contract income.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Fee Income:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensing Fees</td>
<td>620,000</td>
<td></td>
</tr>
<tr>
<td>Impound Fees</td>
<td>100,000</td>
<td></td>
</tr>
<tr>
<td>RTO S/N Fees</td>
<td>5,100</td>
<td></td>
</tr>
<tr>
<td>Adoption Fees</td>
<td>260,000</td>
<td></td>
</tr>
<tr>
<td>Adoption Refunds</td>
<td>(2,500)</td>
<td></td>
</tr>
<tr>
<td>Receiving Fees</td>
<td>27,500</td>
<td></td>
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<tr>
<td>Public Training Revenue</td>
<td>3,000</td>
<td>We also offer per-call as needed service to Johnstown, Wellington, Berthoud and Timnath - these fees in total equal less than 0.5% of total contract income.</td>
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<tr>
<td>SNP Income</td>
<td>7,500</td>
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<tr>
<td>Wildlife Call Fees</td>
<td>3,000</td>
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<tr>
<td>Information Fees</td>
<td>2,100</td>
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<tr>
<td>Dangerous Dog Fees</td>
<td>300</td>
<td></td>
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<tr>
<td>ID Tag Sales</td>
<td>7,500</td>
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<tr>
<td>Trap Rental Fees</td>
<td>600</td>
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<tr>
<td>Veterinary Services</td>
<td>4,300</td>
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<tr>
<td>Activ4Pets Renewals</td>
<td>2,500</td>
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**Total Operating Revenue** 2,677,397

<table>
<thead>
<tr>
<th>Operating Expense</th>
<th>2016-2017</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Expense</td>
<td>2,565,071</td>
<td>We will have increased operating hours as well as 3-5 additional staff in the new facility; insurance has averaged a 10% increase in the past two years and we expect that to continue</td>
</tr>
<tr>
<td>Insurance</td>
<td>114,758</td>
<td>We expect facility insurance to increase at the new location due to higher building value</td>
</tr>
<tr>
<td>Animal Care</td>
<td>194,130</td>
<td></td>
</tr>
<tr>
<td>Equipment / Supplies</td>
<td>93,157</td>
<td></td>
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<tr>
<td>Professional Support</td>
<td>462,906</td>
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<tr>
<td>Local Transportation</td>
<td>52,550</td>
<td>We expect this to increase at a rate greater than CPI due to likelihood of fuel price increases</td>
</tr>
<tr>
<td>Publications/Dues</td>
<td>21,669</td>
<td></td>
</tr>
<tr>
<td>Occupancy Expense</td>
<td>152,697</td>
<td>There will be increased utilities and maintenance in the new facility</td>
</tr>
<tr>
<td>Bad Debt Expense</td>
<td>1,200</td>
<td></td>
</tr>
<tr>
<td>Depreciation</td>
<td>80,719</td>
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<tr>
<td>Advertising</td>
<td>51,128</td>
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<tr>
<td>Recognition / Meetings / Travel</td>
<td>50,500</td>
<td></td>
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<tr>
<td>SNP Partnership</td>
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<td></td>
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<tr>
<td>Business Partnerships</td>
<td>14,500</td>
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</tr>
</tbody>
</table>

**Total Operating Expense** 3,861,995

**Operating Income / Loss** (1,184,598)

**Total Public Donations & Events (Net)** 1,056,883

**Net Income / Loss** (127,715)