


# CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

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## MEMORANDUM

TO: Peggy Arraiz, Code Compliance Manager

FROM: Karen Emerson, Esq., Assistant City Attorney


THROUGH: Robert V. Schwerer, Esq., City Attorney 

**SUBJECT: HUMANE SOCIETY CONTRACT REVISIONS - 2015**

DATE: August 5, 2015

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Attached is the revised original of the 2015 Humane Society Agreement for placement on the City Commission agenda for its review and approval. It has been approved as to form.

  
\_\_\_\_\_  
Karen Emerson, Esq.  
Assistant City Attorney

attachment

## AGREEMENT

**THIS AGREEMENT** made this 1<sup>st</sup> day of October 2015, between the City of Fort Pierce, a municipal corporation, hereinafter referred to as “City”, and the Humane Society of St. Lucie County, Inc., hereinafter referred to as “The Humane Society”, enter into the following agreement for the purpose of the City providing reimbursement to The Humane Society for animals from within City’s municipal boundaries, brought to The Humane Society as lost, abandoned, or neglected animals.

**WHEREAS** the City, through operation of its Animal Control Division and the enforcement of state and local laws regulating animal control and in protection of the health, safety, and welfare of the citizens of the City of Fort Pierce, takes into custody and impounds animals; and

**WHEREAS** The Humane Society has the ability to provide facilities for the impoundment and the provision of other services to the City’s Animal Control Division, as well as to the citizens of the City of Fort Pierce; and

**WHEREAS** the parties agree to mutually cooperate for the purpose of controlling animals with the corporate limits of the City of Fort Pierce,

**NOW THEREFORE**, in consideration of the mutual benefits received by each party, the City and The Humane Society agree as follows:

1. The Humane Society shall be a provider of shelter, board, and care for domestic animals picked up within the City’s corporate limits or received from the citizens of the incorporated areas of the City and delivered to the Humane Society by either the City’s Animal Control Division or any citizen of the incorporated area of the City, until the animal is either returned to its owner, adopted, or otherwise disposed of at the discretion of the Humane Society and in accordance with state and local law. Delivery of any animal pursuant to this agreement shall be made to Humane Society’s shelters at 100 Savannah Road, Fort Pierce, Florida or 8890 NW Glades Cut Off Road, Port St. Lucie, FL 34986. The Humane Society shall further provide quarantine for all animals which have been involved in a biting incident.
2. The Humane Society shall, at its discretion, provide appropriate medical care and preventative vaccinations whenever possible, to animals delivered to its shelter by the City’s Animal Control Division or by any citizen of the incorporated areas of the City.
3. The Humane Society shall treat, whenever possible, flea and tick infestation of outer extremities of animals delivered to its shelter by City’s Animal Control Division or by any citizen of the incorporated areas of the City.
4. The Humane Society agrees to comply with all local, state and federal laws, rules and regulations.
5. The Humane Society shall allow unannounced inspections of the facility by the City Manager, Animal Control Manager and Animal Control Officers to ensure that all animals under its care are being treated humanely and receiving the appropriate medical care as outlined in items #2 and #3 of this section as well as in accordance with State Statutes regarding Animal Care and Control.

6. The Humane Society shall provide the City with a monthly record of all animals delivered to their shelter by City's Animal Control Division or any citizen of the incorporated area of the City, including the names and addresses of citizens who drop off animals and the owners to whom animals are returned. The City will not be responsible for any animal that is dropped anonymously at the shelter. The monthly reports shall be produced by the Humane Society and delivered to the City on or before the fifth day of the month following the month for which the report is prepared.
7. The term of this agreement shall begin on October 1, 2015, and shall continue through and including September 30, 2016, and will automatically renew for an additional 12 months, unless otherwise terminated as provided in this agreement.
8. For and in consideration for the shelter services performed by the Humane Society in accordance with this Agreement, the City of Fort Pierce shall compensate the Humane Society in the lump sum amount of \$125,000.00. Payment shall be due thirty (30) days following the execution of this Agreement by both parties.
  - a. The agreed upon annual fee shall cover the impoundment of up to 1,000 animals as shown by the monthly records required in item #6 herein.
  - b. Kitten litters without their dam will be impounded as a single animal. Kitten litters with their dam will be impounded as two animals. For purposes of this section, a kitten shall be any young cat approximately 8 weeks old or younger.
  - c. If the number of impounds exceeds 1,000 animals verified by the reports required in item #6 as being a City animal, the City will be billed at a rate of \$125.00 per animal.
9. In the event an animal is impounded by City Animal Control Officers due to animal abuse and the City exercises its discretion to pursue charges relating to such abuse, the City agrees to file the necessary paperwork with the Clerk of Court to obtain custody of such animals. The City will pay the following:
  - a. \$5.00 per day per animal until a final determination is made by the court.
  - b. If needed to ensure the safety of both the staff and other animals impounded at the Humane Society, within thirty (30) days of impound, the City will pay \$10.00 per animal for the necessary vaccinations, including rabies and bordetella.
  - c. If the City is granted custody of the animal(s) by the court and the Humane Society deems the animals to be adoptable, the City will provide a free voucher to cover the costs of the animal to be spayed or neutered.
10. The Humane Society shall not release an animal impounded under this agreement until the following conditions have been met:
  - a. The owner has paid a fee of \$75.00 payable to the City of Fort Pierce, covering the fees and costs the City is charged by the Humane Society, in accordance with Section 4-76 (a) of the City Code.

- b. The owner has paid an impoundment fee of \$50.00 payable to the City of Fort Pierce, in addition to any other cost charged by the Humane Society, in accordance with Section 4-76 (b) of the City Code.
  - c. The owner of any dog or cat provides or acquires through the Humane Society proof of current and valid rabies vaccination and proof of registration as required by City Code 4-50. If the animal owner is unable or unwilling to use the Humane Society to provide these services, a Letter of Commitment stating that they are aware of their legal responsibility to obtain a rabies vaccination and City registration within 30 days must be signed by the animal owner and forwarded to the City's Animal Control Division.
11. If during the term of this agreement, there is an unexpected increase in The Humane Society's operating expense of such magnitude to cause a material and adverse financial burden upon them, The Humane Society shall provide proof of such increase to the City Commission, and upon mutual agreement by both parties, the annual fee may be adjusted accordingly, and if a mutual agreement cannot be reached within sixty (60) days for the date first proposed to the City Commission, The Humane Society shall have the right to exercise its option to terminate this agreement as provided herein, without penalty.
12. The Humane Society shall maintain all relevant books, documents, papers, and records involving transactions related to the monies paid hereunder as well as the records of all animals delivered to the shelter by City's Animal Control Division or any citizen of the incorporated area of the City, including the names and addresses of citizens who drop off animals and the owners to whom animals are returned, for a period of no less than three (3) years from the expenditure of the funds paid under this agreement, or until any requested inspection or audit by the City is completed. The City shall have the right of inspection and access to all such records upon written notice to The Humane Society. The City shall have the right to audit the use of the monies paid hereunder. Should City wish to inspect such records or conduct an audit of monies expended under this agreement, the City shall give The Humane Society ten (10) days written notice.
13. The Humane Society hereby agrees to indemnify and hold harmless the City, its representatives, employees, elected, and appointed officials from and against claims, demands, legal fees, costs of action, losses, damages, or other expenses occasioned by any negligent act, conduct, error, or omission by The Humane Society, its agents and employees in the performance of this agreement. As consideration for this indemnity provision The Humane Society shall be paid a sum of ten dollars (\$10.00).
14. The Humane Society is required to provide the City proof of certain insurance under its 1987 lease of the City's property; however, where such lease provisions conflict with the provisions required herein, the requirements of this Section shall control. The Humane Society shall maintain the following insurance coverage during the term of this Agreement:
- A.) Commercial General Liability

The Humane Society shall maintain and, prior to commencement of this contract, provide the City with satisfactory evidence of commercial general liability insurance to include: 1) premises/operations, products/completed operations, (including XCU hazards) and personal and advertising injury for limits of not less than \$1,000,000 per occurrence; 2) fire damage for limits of not less than \$100,000 per occurrence; 3) medical payments for limits not less than \$5,000 per person and 4) a general, per contract/project, aggregate limit of not less and \$2,000,000. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The policy shall also provide the City will be given a thirty (30) day written notice of cancellation or non-renewal and include City as an additional insured on a form no more restrictive than ISO Form CG 20 10 (Additional Insured-Owner, Lessees, or Contractors).

B.) Workers' Compensation and Employers Liability:

The Humane Society shall maintain and, prior to commence of this contract, provide the City with satisfactory evidence of workers' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than \$500,000 for accidents and disease. The policy shall also provide the City will be given a thirty (30) day written notice of cancellation or non-renewal.

C.) Satisfactory evidence of compliance with the insurance required shall include one of the following forms of acceptable evidence of insurance:

- 1)
  - a. Fully completed satisfactory Certificate of Insurance evidencing all coverage required; and
  - b. A copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying the inclusion of the City and the City's members, officials, officers, and employees as additional insureds in the Commercial General Liability; and
  - c. A copy of the actual endorsement for each required policy which provides that the City will be given no less than thirty (30) days advance written notice of any cancellation of the policy(ies), signed by an authorized representative of the insured(s).
- 2) The original of the policy(ies); or
- 3) Other evidence satisfactory to the City.

15. Either party may terminate this agreement with or without cause upon thirty (30) day written notice to the other. In the event of early termination, the Humane Society shall refund the pro rate amount of the lump sum payment provided in Paragraph 8 of this Agreement to the City of Fort Pierce based upon a 365 day term. Such refund shall be due within thirty (30) days of the effective date of the termination.

16. Any notice shall be in writing and sent registered or certified mail, postage and charges, prepaid, and addressed to the parties as follows:

**CITY:** Fort Pierce City Manager  
P.O. Box 1480  
Fort Pierce, Florida 34954

**COPY TO:** Fort Pierce City Attorney

**SOCIETY:** Humane Society of St. Lucie County, Inc.  
P.O. Box 3661  
Fort Pierce, Florida 34948

17. No amendment, modification or waiver of this agreement shall be valid or effective unless in writing and signed by both parties and no waiver of any breach or condition of this agreement shall be deemed a waiver of any other conditions or subsequent breach whether of like or different nature. If the City, currently or subsequently, provides any forms for contract modifications, The Humane Society agrees to use said forms. The Humane Society shall not delegate, sublet, or subcontract any part of the work under this contract without the prior written consent of the City.

18. This agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this agreement shall supersede all previous communications, representations, or agreements, whether verbal or written between the parties hereto.

**IN WITNESS WHEREOF**, the parties have caused the execution by their duly authorized officers on the \_\_\_\_ day of \_\_\_\_\_, 2015.

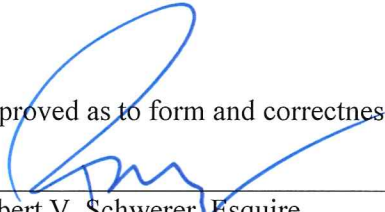
**CITY OF FORT PIERCE, FLORIDA**

\_\_\_\_\_  
Linda Hudson, Mayor

**ATTEST:**

\_\_\_\_\_  
Linda W. Cox, City Clerk

Approved as to form and correctness

  
\_\_\_\_\_  
Robert V. Schwerer, Esquire  
City Attorney

**HUMANE SOCIETY OF ST. LUCIE COUNTY, INC.**

BY: \_\_\_\_\_  
Stephen Navaretta, President

**STATE OF FLORIDA  
COUNTY OF ST. LUCIE**

I hereby certify that on this day, before me, an officer duly authorized by the State and County aforesaid, to take acknowledgements, personally appeared **STEPHEN NAVARETTA, PRESIDENT OF THE HUMANE SOCIETY OF ST. LUCIE COUNTY, INC.** who executed the foregoing instrument and produced \_\_\_\_\_ as identification and who did take an oath.

**WITNESS MY HAND AND SEAL** in the County and State aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public signature

\_\_\_\_\_  
Print name

My commission expires: \_\_\_\_\_