



July 18, 2019

St. Lucie County
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City of Fort Pierce
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Re: Your Letter Dated June 28, 2019

Dear Community Leaders:

Thank you for your letter dated June 28, 2019, and received via email on July 2, 2019. Upon receipt of your letter I distributed it to all board members. The board of directors held a special meeting on July 17, 2019, to discuss it and formulate a reply. The representations and proposals set forth below represent the unanimous direction of the board. Because these matters are critical to all parties, we would welcome the opportunity to discuss them at a collaborative meeting. If you believe that the requests set forth below provide a basis for substantive discussions which can form the basis of an agreement, please notify us no later than July 26, 2019 so we can schedule a meeting, at a mutually convenient time, the week of August 19, 2019, to discuss implementation procedures.

You have suggested that we enter into a MOU to extend our current contract. Since currently the Humane Society has three separate contracts with the jurisdictions, we infer you are suggesting that each contract be extended for three months pursuant to a four party MOU. We have considered that suggestion and are willing to proceed with an extension if the following provisions are open to

discussion and an agreement is reached by all jurisdictions at the meeting referenced above:

1. Any unified contract will require timely quarterly payments without administrative delays and with financial penalties for delinquent payments;
2. Payment in full on October 1, 2019, from each jurisdiction for the proposed extension period, October 1, 2019 to December 31, 2019. That payment should reflect a three percent increase for the City of Fort Pierce and the County. The City of Port St. Lucie, whose contractual payments were disproportionately low in comparison to its population and intake numbers, must increase its quarterly payment to reflect those realities;
3. A good faith commitment to meaningfully increase contractual payments from the current \$520,500;
4. A commitment to Spay, Neuter and Release which we note is provided in the County's proposed 2019-2020 budget;
5. Confirmation that there will be no additional conditions precedent raised upon the expiration of any agreed to MOU and three month extension;
6. If no unified contract has been agreed to upon the expiration of any agreed to MOU and three month extension, each jurisdiction will effective January 1, 2020, arrange for alternative live placement of the AC recovered animals;
7. Any unified contract will require that each jurisdiction appoint a liaison to timely inform the HS of any change in status in cruelty cases;
8. A commitment to include our adoption events on your calendars. This is consistent with the County's expressed initiative in its 2019-2020 budget to "expand outreach and education efforts at community events." We also ask you to promote our upcoming fundraiser, the 15th Annual Fur Ball. Due to the adverse media the success of this event is critical.
9. Any unified contract will provide for government review and access "in house." Allowing our financials to become public records, this past year has adversely affected donations due to the publicity, feeding the critics' desire for the Humane Society, particularly Glades, to fail. .

We have considered your comment that the "general census (sic) of the three municipalities (sic) is that there is not enough information available to evaluate our relationships" and the four areas set forth as requiring more information. If an agreement is reached at the August meeting, we will provide additional

information as noted below. The operational review report from Best Friends will be a report for the Humane Society to assess and implement recommendations the Humane Society deems feasible. The audit, enumerated as the second area requiring more information, is subject to the timeline initiated by you and the auditor. The Humane Society does not control the process. The Humane Society is committed to evaluate any noted deficiencies and implement changes, if any, deemed advisable. The Humane Society will prepare a projected budget for the enumerated period beginning October 1, 2019. The Humane Society will prepare a business plan and has already addressed many of the enumerated items including management structure, board expansion, fundraising and marketing.

If you are not prepared to meet or we are unable to enter into a mutually acceptable MOU at the August meeting, Second Chance Animal Shelters regrettably feels that our relationship with each of the jurisdictions is at an impasse and we will not seek to renew our contracts.

At each juncture the board has met your various requests and demands more than half way. At each juncture we were met with new demands. The board presently consists of six unpaid volunteers. Our staff is half the staff used to maintain the Humane Society facility in Martin County which receives 50% greater compensation for services from Martin County than we receive from all three jurisdictions. Their intake numbers are fewer than ours. Nonetheless, the jurisdictions continue to press for more. We regrettably recognize we can no longer do more with less. Your letter of June 28, 2019, received on July 2, 2019, underscores our position.

We welcomed the opportunity to have Best Friends perform an operational review. That summary document will be a confidential document prepared for us and our use. The delay in performing that review and the delay in the receipt of the review document should not adversely affect our relationship. The audit which you could have asked for at any time is now a condition precedent to engaging in negotiations. The items set forth in #3 and #4 of your letter likewise should not have been raised after your budgeting process has virtually concluded. Only after we reached out to you to negotiate a successor contract, did you raise these issues in the context of the viability of a continuing relationship.

You state the “census (sic) of the three municipalities is that there is not enough information available to evaluate our relationships” despite our long standing relationships with both cities and the county. Thus, unless we can forge a new understanding and a viable relationship going forward, it is definitely in our mutual best interests to part ways. The county has repeatedly been late in making its monthly payments despite our compliance with providing a written financial report. Positive relationships require that each party respect the other. Our relationship with government begins at a disadvantage. We have little leverage or you would have heard our pleas (on behalf of the animals) by now.

The board of directors did not create its current financial situation. This board of directors did not build the Glades Shelter. This board and the boards since the building of the Glades Shelter have tried to meaningfully deal with circumstances not of their making. This board of directors trusted the intentions of the cities and county in wanting to collaboratively work for the good of the animals. Unfortunately, that trust may have been misplaced.

The animals are the unfortunate pawns in this scenario. It is they and our incredibly dedicated staff and volunteers who have sustained our efforts to now. However, our resources are simply not enough to continue our present operation as an open admissions shelter. If you do not accept our offer to meet in August or we do not enter into a mutually acceptable MOU, please make plans for the animals commencing October 1, 2019. We will assist you in that effort in any way we can.

Very truly yours,

Mary Jean Navaretta

Mary Jean Navaretta
Chairman and Director
For the Board of Directors
Second Chance Animal Shelters