



Humane Society of St. Lucie County Update

AKA Second Chance Animal Shelter

August 5, 2019

Annual Contract Negotiations

- The City of Fort Pierce has been working closely with St. Lucie County Animal Safety, Services and Protection (ASSP) and Port St. Lucie Animal Control in an effort to draft a unified contract with Second Chance Animal Shelter / Humane Society of St. Lucie County (SCAS/HSSLC).
- June 18, 2019 – SCAS/HSSLC sent a letter to the three jurisdictions identifying contract revision suggestions as well as requesting a substantial increase in funding.
- June 28, 2019 – In response, a joint letter was sent requesting a 3 month extension to the current contracts as well as requesting four specific items for review prior to negotiating the unified contract:
 - The operational review report from Best Friends
 - The conclusion of the financial audit
 - A projected budget for the upcoming fiscal year
 - An updated business plan for the shelter that addresses all the areas of concern raised in the past year

Annual Contract Negotiations

- July 28, 2019 – A response was sent from SCAS/HSSLC that included the following:
 - Their willingness to proceed with a 3 month extension provided that multiple provisions were met including a 3% increase for the 3 months, paid in full on October 1, 2019, as well as a “good faith commitment to meaningfully increase contractual payments”.
 - The Best Friends report shall remain confidential and will not be distributed to the jurisdictions for review.
 - The request for a budget and business plan is untimely in their opinion.
 - A statement that if there is not a meeting in August, SCAS/HSSLC feels that their relationship with each of the jurisdictions is at an impasse and they will not seek to renew the contracts.
 - Likewise, if there is not a meeting in August or an agreement for an extension, they have instructed the municipalities to “make plans for the animals commencing October 1, 2019”.

FY 2019 Contract for Service

- Payments are being made on a monthly basis at \$11,083.34 per month.
- The SCAS/HSSLC has provided monthly financial reports as required with the exception of March 2019. In good faith, the City still made it's monthly installment payment.
- The contract expires on September 30, 2019.
- Either party may terminate with or without cause upon sixty (60) days written notice.

SCAS/HSSLC Financial Situation

- The SCAS/HSSLC has provided monthly financial reports as required with the exception of March 2019 (employee turnover).
- The financials show a steady decline in revenue.
 - Fundraising since January 2019 - \$103.73
 - Income from services – January 2019 - \$13,270.99
 - Income from services – June 2019 - \$5,809.00
- On July 14, 2019, SCAS/HSSLC posted on their Facebook page and on their website a plea to the public.
 - “The end of the road may well be here”.
 - State that they have “subsidized government’s statutory obligations”.
 - Pleading to the public for donations.



What if...

Plan A – Emergency Response

Steps to be taken during first 48 – 72 hours.

- Temporarily close the doors to the public, except for emergency situations.
- Through WebEOC put out a mission request for a SARC (State Animal Response Coalition) Team.
- Obtain the services of a certified animal behaviorist to properly assess the animals on site to determine the most appropriate outcome and identify which organization is best able to address their needs.
- Contact the Humane Society of the United States and the ASPCA for relocation assistance.
- Contact other local rescue or animal welfare organizations to assist with both relocation and volunteer / paid assistance.
- Contact local veterinary partners to assist with both veterinary care as well as veterinary technicians.
- Go with the flow... Adapt and respond to whatever else we find.



What if...

Plan B – Gap Coverage

Steps to be taken after emergency response and until new management in place.

- Maintain relationships with the organizations identified in Plan A.
- City of Fort Pierce will be responsible for the facility and facility maintenance, with the assistance of the other jurisdictions.
- The temporary operations and management of the shelter will be a collective initiative by the three jurisdictions.
 - SLC ASSP Supervisor previously oversaw the operations of the IRCHS and has the institutional knowledge.
 - SLC Sheriff's Department has trustees available to assist with day to day operations – i.e. cleaning the kennels, feeding the animals, etc.
- Re-open shelter to the public for intakes and adoptions. Clinic services for non-emergency or elective surgeries will remain closed until long term management is in place.



What if...

Plan C – New Management

Long term plan for management of the Fort Pierce Animal Shelter.

- A proposed RFP has been drafted for the management of the Fort Pierce Animal Shelter. The following conditions are currently being proposed:
 - The shelter is to operate as an Open Admission Shelter.
 - The shelter must offer low cost veterinary services, specifically vaccinations and sterilization surgeries.
 - Institute aggressive public education, fostering and adoption programs as well as a volunteer program.
 - The City is to be compensated via a direct payment or off-set cost of services.
 - The best possible care and treatment of the animals is to be taken, including special handling for bite cases, court cases, etc.
 - Proper maintenance of the facility.
 - Direct oversight to be governed by the City Manager / Designee with routine reporting and inspections; failure of which could result in a breach of contract.
- The proposed RFP may be replaced with one on behalf of all the local jurisdictions.



What if...

Plan D – No Access to the Facility

Plan for our impounded animals if the SCAS/HSSLC does not relinquish custody of the facility prior to October 1, 2019.

- Per State Statute, St. Lucie County is the agency responsible for the care and custody of the animals.
- Cities of Fort Pierce and Port St. Lucie staff are working together with St. Lucie County to fully develop this plan of action.

Facility Lease

- In addition to the annual service contract, the City of Fort Pierce holds the lease to the property at Savannah Road.
 - The land was originally designated to the Humane Society in 1956 to use the shelter as a “dog pound”. The City furnished the land and the Society agreed to erect the buildings.
 - The lease was amended in 1987 to expand the footprint of the land leased to allow for expansion of the Humane Society.
 - At the request of the Humane Society, to help them obtain grants, funding and donations, the City Commission agreed to a 50 year lease, payable at \$1.00 per year. It was paid in full at the time of the signing.
 - In exchange for the land, the Humane Society must use the facility as an “animal shelter” and the “care and housing of animals” plus “the shelter, care and housing of larger domestic animals as requested or required by the City of Fort Pierce, City of Port St. Lucie, or St. Lucie County”.

Facility Lease

- There are multiple other requirements and provisions of the lease including:
 - Maintenance and upkeep of the buildings.
 - Sufficient insurance coverage and indemnity of the City from all liability, damage, expense, cost of action, etc.
 - Requirement to rebuild / repair if damaged at the Humane Society's expense.
 - Requirement to comply with all laws, orders and regulations of the federal, state, county or municipal authorities.
 - The facility may not be sublet.
 - Default provisions / Breach of contract provisions.
 - Provision for the taking of the land for public use.
- The lease expires on October 5, 2037.

Summary

- Negotiations with SCAS/HSSLC have reached an impasse.
- The current contract expires on September 30, 2019. Early termination clause is for 60 days notice – the contract will expire first.
- The SCAS/HSSLC has notified the City that it must make alternate arrangements for the keeping and care of our impounded animals effective October 1, 2019.
- The lease expires on October 5, 2037. Any breach of the contract can be addressed through legal means, if that is the will of the Commission.