

8441-12

**AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
FIRST COAST NO MORE HOMELESS PETS, INC.  
FOR  
SPAY/NEUTER PROGRAM FOR LOW-INCOME PET OWNERS**

**THIS AGREEMENT**, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida, (hereinafter referred to as the "CITY") and FIRST COAST NO MORE HOMELESS PETS, INC., a Florida not-for-profit corporation with principal offices at 6817 Norwood Avenue, Jacksonville, Florida 32208 (hereinafter referred to as the "PROVIDER"), for a spay/neuter program for low income pet owners (hereinafter referred to as the "Project"), is made and entered into in duplicate this 13 day of Dec., 2013, and retroactive to October 1, 2013 (hereinafter referred to as the "Effective Date").

**WITNESSETH:**

**WHEREAS**, the CITY made a proprietary sole source award (AD-0358-14) for services for the Project; and

**WHEREAS**, the CITY and the PROVIDER have negotiated mutually satisfactory terms for the execution of this Project; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements hereinafter contained, the CITY hereby engages the PROVIDER for the Project in accordance with the following:

**ARTICLE 1: Engagement of PROVIDER:**

1.01. CITY hereby engages PROVIDER and PROVIDER hereby accepts said engagement for the purpose of providing to CITY services for the Project, as described in and according to the provisions of the "Scope of Services", attached hereto as **Exhibit "A"** ( the

“Services”) and, by this reference, made a part hereof.

1.02. If any services, functions or responsibilities not specifically described in this Agreement are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement and/or the Scope of Services. The PROVIDER shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services.

**ARTICLE 2: Coordination and Services Provided by CITY:**

CITY shall designate, for the Services received, a Project Coordinator who will, on behalf of the CITY, coordinate with PROVIDER and administer this Agreement according to the terms and conditions contained herein and in the Exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of PROVIDER to coordinate all Project-related activities with the designated Project Coordinator. The CITY’s Project Coordinator shall be Elaine Miller, Animal Care and Protective Services, 2020 Forest Street, Jacksonville, Florida 32204.

**ARTICLE 3: Duration of Agreement, Termination and Default:**

3.01. The term of this Agreement shall become effective as of the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein, until SEPTEMBER 30, 2014, unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days’ prior written notice to the other party to this Agreement.

3.02. Should either party default in its obligations under this Agreement, the non defaulting party shall provide written notice to the defaulting party of the default. The defaulting

party shall be given ten (10) business days from receipt of the notice of default (or any such other amount of time agreed to by the parties in writing) to remedy the default. If the default is not remedied within such time frame, the non defaulting party may terminate this Agreement as provided in Section 3.01 hereof.

3.03. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the CITY may terminate this Agreement at any time in the event of loss of funding for any reason by giving PROVIDER twenty-four (24) hours' oral notice with written confirmation following. In the event this Agreement is terminated, the PROVIDER shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination, reasonable costs and fees associated with an orderly close-out of the work to the extent authorized in writing by the CITY.

3.04. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, in the event of a default, the non defaulting party shall be entitled to all available remedies at law or equity.

**ARTICLE 4. Meetings and Public Hearings:**

The PROVIDER must attend all meetings and public hearings relative to the Services being performed by it where its presence is determined to be necessary and requested by CITY and PROVIDER can reasonably schedule its appearance.

**ARTICLE 5: Delays:**

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either

party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

**ARTICLE 6: Suspension of Services:**

The CITY may suspend the performance of the Services rendered by providing five (5) days' written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, the PROVIDER shall resume the full performance of the Services when directed in writing to do so by the Project Coordinator. Suspension of Services for reasons other than the PROVIDER's negligence or failure to perform shall not affect the PROVIDER's compensation as outlined in this Agreement.

**ARTICLE 7: Payments for Services of PROVIDER:**

7.01. The CITY will compensate the PROVIDER for the Services rendered hereunder in accordance with the following terms:

7.01.01. The PROVIDER's fees and charges under the terms of the Agreement shall be those contained in the "Schedule of Proposed Rates", attached hereto and, by this reference, made a part hereof and incorporated herein, as **Exhibit "B"**, for the term of this Agreement. The PROVIDER's fees and charges shall be billed monthly for Services provided the previous month, using invoices and such other documentation satisfactory to the CITY to allow and authorize payment. Payments shall be made within forty-five (45) days after receipt of said invoices or other documentation by the CITY.

7.01.02. The maximum indebtedness of the CITY for all fees, reimbursable items or other costs for Services provided by PROVIDER pursuant to this Agreement shall not exceed

the sum of THREE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$320,000.00) for the term of this Agreement.

7.02. The CITY's obligations under this Agreement are contingent upon the availability of lawfully appropriated funds for the Project and this Agreement.

**ARTICLE 8: Indemnity:**

8.01. The PROVIDER and, without limitation, its employees, agents, and sub-consultants, (individually or collectively referred to as the "Indemnifying Parties"), shall hold harmless, indemnify, and defend the City, including, without limitation, its officers, directors, employees, representatives, and agents (individually or collectively referred to as the "Indemnified Parties") from and against:

8.01.01. General Tort Liability, including, without limitation, any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the Indemnifying Parties' performance of this Agreement or work performed thereunder; and

8.01.02. Environmental Liability, including, without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) arising from or in connection with (a) the Indemnifying Parties' actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that

leads to an environmental claim or citation or to damages due to the Indemnifying Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Agreement by the Indemnifying Parties at any time on or prior to the day and year first above written, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Indemnifying Parties. The City will be entitled to control any remedial action or any proceeding relating to an environmental claim; and

8.01.03. Violation of Laws Liability, including, without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

8.01.04. Liability from Breach of Representations, Warranties and Obligations, including, without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the

Indemnifying Parties in connection with this Agreement or in any certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to this Agreement or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in this Agreement or any other certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to this Agreement.

8.02. The indemnifications in Section 8.01 are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This Section 8, relating to indemnification, shall survive the term of this Agreement, and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

**ARTICLE 9: Insurance:**

9.01. Without limiting its liability under this Agreement, the PROVIDER and its subcontractors shall procure and maintain at their sole expense, during the term of the Agreement, insurance of the types and in the minimum amounts stated below:

<b>SCHEDULE</b>	<b>LIMITS</b>
<p><b>Workers' Compensation</b> Employers' Liability (including appropriate Federal Acts)</p>	<p>Florida Statutory Coverage \$100,000 Each Accident \$500,000 Disease/Policy Limit \$100,000 Each Employee/Disease</p>
<p><b>Commercial General Liability</b> (Including Premises Operations and Blanket Contractual Liability)</p>	<p>\$2,000,000 General Aggregate \$2,000,000 Products/Comp. Ops Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage \$ 5,000 Medical Expenses</p>

(The City of Jacksonville shall be named as an additional insured under all of the above Commercial General Liability coverage)

**Automobile Liability**

\$1,000,000 Combined Single Limit

(All automobiles- owned, hired or non-owned)

9.02. Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the CITY. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing any work on the Project, PROVIDER shall furnish to the CITY Certificates of Insurance, approved by the CITY's Risk Manager, evidencing the maintenance of the required insurance. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the CITY.

9.03. Anything to the contrary notwithstanding, the liability of the PROVIDER under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Neither approval of, nor failure to disapprove, insurance furnished by the PROVIDER shall relieve the PROVIDER or its subcontractors from responsibility to provide insurance as required by this Agreement.

**ARTICLE 10: Accuracy of Work:**

10.01. In providing the Services under this Agreement, the PROVIDER, including its officers, employees, agents and subcontractors, shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar services. The PROVIDER shall be responsible for the accuracy of its work, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the PROVIDER or subcontractors at no additional



compensation. Acceptance of the work by the CITY shall not relieve the PROVIDER of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

10.02. At any time during the provision of Services under this Agreement, or during any phase of work performed by others based on data furnished by the PROVIDER under this Agreement, the PROVIDER shall confer with the CITY for the purpose of interpreting the information furnished and/or correct any errors and/or omissions made by the PROVIDER. The PROVIDER shall prepare all drawings or data to correct its errors and/or omissions without added compensation even though final payment may have been received therefor.

10.03. The PROVIDER shall be and remain liable in accordance with applicable law and shall indemnify, hold harmless and defend the CITY from all damages to the CITY caused by the PROVIDER's breach of contract or its negligent performance of any Services under this Agreement. The PROVIDER shall not be responsible, however, for any time delays in the Project caused by circumstances beyond the PROVIDER's control.

**ARTICLE 11: Nonwaiver:**

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, the CITY's payment for the Services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

**ARTICLE 12: Compliance with State and Other Laws/Licenses and Certifications:**

In the provision of the Services, the PROVIDER must comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). Such laws, rules, regulations and ordinances must also include, but are not limited to, obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement in the City of Jacksonville, State of Florida. If any of the obligations of this Agreement are to be performed by a Subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

**ARTICLE 13: Non-Discrimination Provisions:**

In conformity with the requirements of Section 126.404, *Ordinance Code*, the PROVIDER represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations throughout the term of this Agreement. The PROVIDER agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement; *provided however*, that the PROVIDER shall not be required to produce for inspection records covering periods of time more than one (1) year prior

to the day and year first above written. The PROVIDER agrees that if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 13 shall be incorporated into and become a part of the subcontract.

**ARTICLE 14: Equal Employment Opportunity.**

The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. § 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. If the PROVIDER is exempt from any of the above cited terms, written evidence of such exempt status must be provided to the CITY.

**ARTICLE 15: Independent Contractor:**

In the performance of this Agreement, the PROVIDER shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or associate of the CITY. The PROVIDER shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

**ARTICLE 16: Retention of Records/Audit:**

The PROVIDER and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services and shall make such materials available at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under this Agreement for

inspection and/or audit by the CITY. All such documents relating to the services performed or money expended under this Agreement shall be open to the CITY's inspection and audit during the PROVIDER's regular business hours.

**ARTICLE 17: Governing State Law/Venue/Severability:**

The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

**ARTICLE 18: Article Headings:**

Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

**ARTICLE 19: Construction:**

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement.

**ARTICLE 20: Successors and Assigns/Personal Liability:**

The CITY and the PROVIDER each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement, and any assignment or transfer by the PROVIDER of its interests in this Agreement without the

prior written consent of the CITY shall be void, in the sole discretion of the CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of the CITY.

**ARTICLE 21: Notice:**

All notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

21.01. As to the CITY:

Scott Trebatoski  
Animal Care & Protective Services  
2020 Forest Street  
Jacksonville, FL 32204

21.02. As to the PROVIDER:

Richard DuCharme  
First Coast No More Homeless Pets, Inc.  
6817 Norwood Avenue  
Jacksonville, FL 32208

**ARTICLE 22: PROVIDER Defined:**

As used herein, the term "PROVIDER" shall include, but not be limited to, FIRST COAST NO MORE HOMELESS PETS, INC., its officers, employees, agents, subcontractors and other persons, firms, partnerships, corporations or other entities working for it or on its behalf.

**ARTICLE 23: Conflict of Interest:**

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the CITY, to the extent the parties are aware of the same.

**ARTICLE 24: Public Entity Crimes Notice:**

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List following a conviction for a public entity crime may not: submit a bid on a contract to provide any goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or, transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

**ARTICLE 25: Entire Agreement/Amendments:**

This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the PROVIDER hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

**ARTICLE 26: Prompt Payment:**

26.01 *Generally.* When PROVIDER receives payment from the CITY for labor, services or materials furnished by subcontractors and suppliers hired by the PROVIDER, the PROVIDER shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after the PROVIDER's receipt of payment from the CITY. Nothing

herein shall prohibit the PROVIDER from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, PROVIDER may dispute the disputed portion of any such payment only after the PROVIDER has provided notice to the CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to the CITY and said subcontractor or supplier within ten (10) calendar days after PROVIDER's receipt of payment from the CITY. The PROVIDER shall pay all undisputed amounts due within the time limits imposed by this Section.

26.02. *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code, PROVIDER shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by the CITY under this Agreement within seven (7) business days after PROVIDER's receipt of payment from the CITY, less proper retainage. The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to the PROVIDER, the PROVIDER shall provide to the CITY, with its requisition for payment, documentation that sufficiently demonstrates that PROVIDER has made proper payments to its certified JSEB's or MBE's from all prior payments the PROVIDER has received from the CITY. PROVIDER shall not unreasonably withhold payments to certified JSEB's and MBE's if such

payments have been made to the PROVIDER. If PROVIDER withholds payment to its certified JSEB's or MBE's, which payment has been made by the CITY to the PROVIDER, the PROVIDER shall return said payment to the CITY. PROVIDER shall provide notice to the CITY and to the certified JSEB's or MBE's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to the CITY and said JSEB's or MBE's within five (5) calendar days after the PROVIDER's receipt of payment from the CITY. PROVIDER shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's or MBE's within seven (7) business days shall be a breach of this Agreement, compensable by one per-cent (1%) of the outstanding invoice being withheld by the CITY, not as a penalty, but as liquidated damages to compensate for the additional contract administration by the CITY.

26.03. *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between the CITY and any subcontractor, supplier, JSEB or MBE or any third party, or create any CITY liability for PROVIDER's failure to make timely payments hereunder. However, PROVIDER's failure to comply with the Prompt Payment requirements shall constitute a material breach of PROVIDER's contractual obligations to the CITY. As a result of said breach, the CITY, without waiving any other available remedy it may have against the PROVIDER, may: (i) issue joint checks; and (ii) charge the PROVIDER a 0.2% daily late payment interest charge or charges specified in said Chapter 126 of the Code for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or MBE's, whichever is greater.



**ARTICLE 27: Incorporation by Reference:**

The "Whereas" recitals at the beginning of this Agreement are true and correct and, by this reference, are made a part hereof and are incorporated herein. Similarly, all exhibits and other attachments to this Agreement that are referenced in this Agreement are by this reference made a part hereof and are incorporated herein.

**ARTICLE 28: Order of Precedence:**

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of precedence, shall be: 1) fully executed amendment; 2) provisions in this Agreement; and 3) exhibits to this Agreement.

**ARTICLE 29: Counterparts**

This Agreement and all amendments thereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

**[Remainder of page left blank intentionally. Signature page follows immediately.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST

CITY OF JACKSONVILLE

By *James R. McCain, Jr.*  
James R. McCain, Jr.  
Corporation Secretary



By *Karen Bowling*  
Alvin Brown  
Mayor

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

*C. Forcell Belton*  
Director of Finance  
CITY Contract Number: *8441-12*  
*BS*

Form Approved

*[Signature]*  
Office of General Counsel

**Karen Bowling**  
Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2013-04

ATTEST

FIRST COAST NO MORE HOMELESS PETS, INC.

By *Susan Toffolon*  
Signature

By *Richard L DuCharme*  
Signature

Susan Toffolon  
Type/Print Name

Richard L DuCharme  
Type/Print Name

HR/Office Mgr  
Title

CEO  
Title

## EXHIBIT A

### Scope of Services

#### Spay & Neuter Program for Low Income Pet Owners

- A. First Coast No More Homeless Pets, Inc. ("FCNMHP") shall administer a spay and neuter program focused on serving dogs and cats of low income families within Duval County (the "Program") which shall provide the services set forth in this Scope of Services (the "Services"). The pet owner must contact FCNMHP to be deemed qualified to receive the Services by submitting proof of qualification from any state or county agency that qualifies individuals or families of low income status. The FCNMHP will then issue a certificate and copy qualifying documentation for approval and authorization to proceed with the sterilization. FCNMHP retains copies of the qualification documentation of all clients. The certificate must be used within two (2) months of issue.
- B. All veterinarians engaged in this Program shall be insured and licensed in the State of Florida. Only completed sterilizations will be refunded. Participating veterinarians will be reimbursed monthly upon submission of a monthly report, which shall include the number of surgeries performed, and the redeemed certificates.
- C. FCNMHP will provide the City with regular reports as to the progress of the Program. These reports will include the names of the participating veterinarians, the number of Program surgeries performed by species and gender, and number of deaths, if any, of animals in the Program. A balance sheet showing monies spent and remaining will be included.
- D. FCNMHP will provide accounting services for the Program, including the keeping of financial records, required documentation and bookkeeping, and a budget, including all costs associated with the administration of the Program, costs for surgeries and any and all other costs associated with the Program.
- E. FCNMHP will work with the City to develop criteria for measurable goals and track actual performance against such goals to evaluate the effectiveness of the Program to reduce surplus animals in Duval County.
- F. FCNMHP will provide the City with quarterly, semiannual and annual reports as to the progress of the Program. Quarterly reports shall include, in addition to other information, the following:
  - (a) A list of surgeries performed on dogs and cats of low-income owners by each participating veterinarian, including any deaths under the Program.
  - (b) A list of new veterinarians entering the Program and data for each.
  - (c) The required baseline spay/neuter statistics.

- (d) A description of the activities, web site promotion and advertising undertaken by FCNMHP to help the Program meet its goals.

Semiannual and annual reports shall include, in addition to other information, the following:

- (a) A list of participating veterinarians.
- (b) Number of Program surgeries performed by veterinarians, including any deaths, if applicable.
- (c) A balance sheet for the period covered.

- G. Submittals for payment will be made monthly in accordance with the City's standard protocol for payment, listing the unique certificate number for each surgery, the veterinarian, and surgery type. On occasion, Animal Care and Protective Services will audit invoices by selecting random certificate numbers and requesting copies of the certificates and qualifying documentation.
- H. FCNMHP shall not allow any veterinarian to participate in the Program unless all pets that are spayed or neutered by the veterinarian under the Program are also licensed and/or registered for rabies protection. The costs of such licensing and/or registration shall be paid by the pet owner and shall not be the responsibility of the City.
- I. FCNMHP shall not approve certificates or otherwise pay spaying/neuter costs under the Program for more than six (6) pets per household.

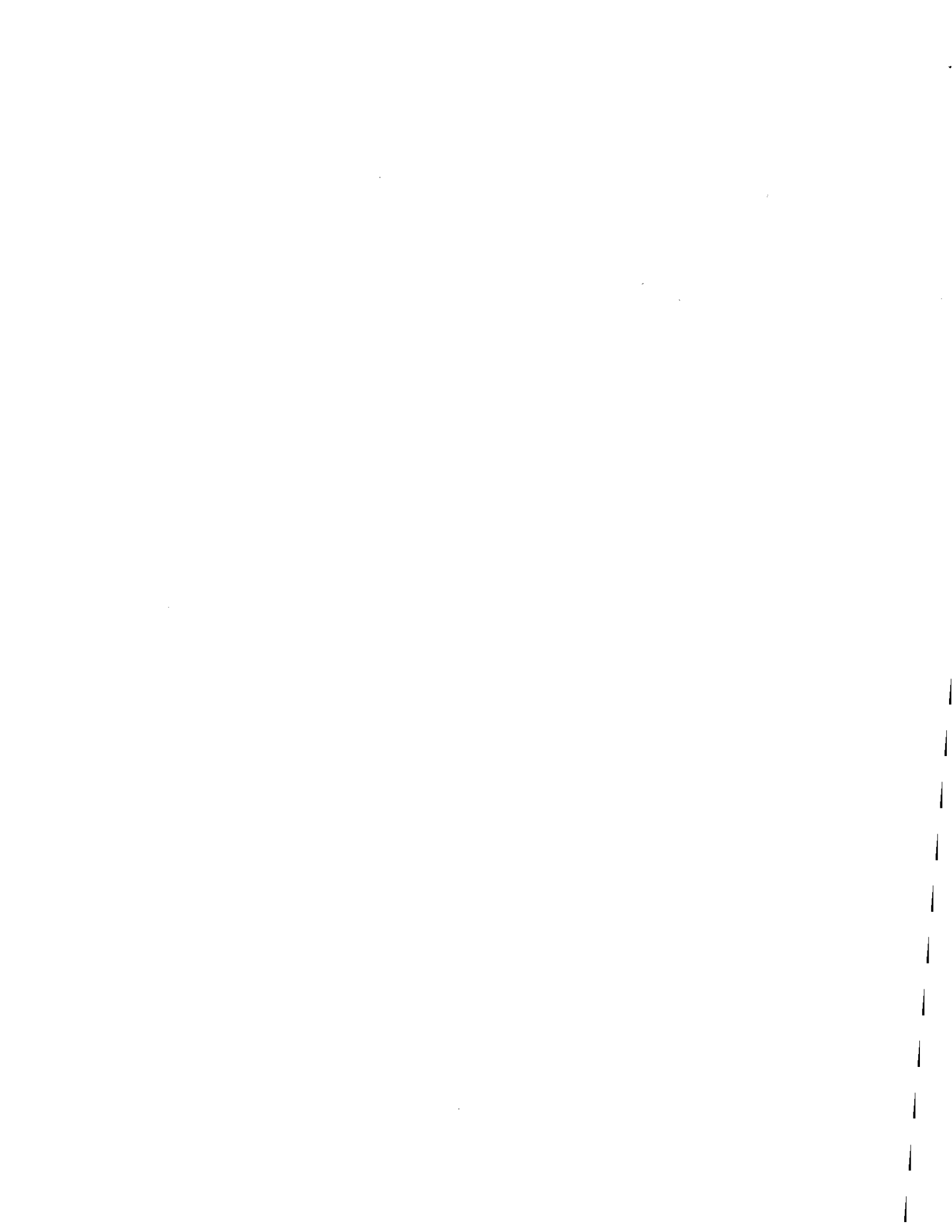
**EXHIBIT B**

**2013-2014 SpayJax Low Income Spay/Neuter Program**

**Schedule of Proposed Rates**

Male cat	\$35.00
Female Cat	\$65.00
Male Dog	\$65.00
Female Dog under 75 lbs.	\$100.00
Female Dog over 75 lbs.	\$175.00

\*All prices include spay/neuter and rabies vaccination



**ADMINISTRATIVE AWARD  
BID NO.: AD-0358-14**

140732  
~~1600 (B)~~  
~~4500 (B)~~  
2045.13-0

**DESCRIPTION OF GOODS/SERVICES:** RECOMMEND APPROVAL TO RATIFY PERIOD OF SERVICE FROM OCTOBER 1, 2013 THROUGH DATE OF AWARD.

RECOMMEND APPROVAL OF AWARD TO FIRST COAST NO MORE HOMELESS PETS INC., FOR THE SPAY/NEUTER SERVICES FOR LOW INCOME PET OWNERS FROM OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014, IN THE ANNUAL ESTIMATED NOT TO EXCEED EXPENDITURE AMOUNT OF \$320,000.00.

THESE GOODS/SERVICES WILL BE EXECUTED BY FORMAL CONTRACT THROUGH THE OFFICE OF GENERAL COUNSEL.

**FUNDING SOURCE:** ERAC1H2ACSN-03410

**FOR AGENCY/DEPARTMENT:** ANIMAL CARE AND PROTECTIVE SERVICES

**REQUISITION NUMBERS:** N/A

**NUMBER FIRMS SOLICITED:** N/A      **NUMBER FIRMS BIDDING:** 1

**REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION:** EXEMPT IN ACCORDANCE WITH PROCUREMENT CODE CHAPTER 126.107 (c).

**RECOMMEND AWARD TO:** FIRST COAST NO MORE HOMELESS PETS, INC.

**CONCURRENCE BY:** SCOTT TREBATOSKI, CHIEF  
ANIMAL CARE AND PROTECTIVE SERVICES

**PRICE:** \$320,000.00 EST.      **TERMS:** NET

**REASON FOR NOT ACCEPTING LOW BID:** N/A

*Marsha Williams*  
Buyer/Analyst

10-14-2013  
Date

*Maureen Russell*  
Manager of Purchasing Services

10/14/2013  
Date

**APPROVAL/DISAPPROVAL:**

*Gregory Pease*  
Gregory Pease, Chief, Procurement Division

10/15/13  
Date

