SINGLE SOURCE AWARD **BID # SS-0328-18**

Subject: Transfer Program for Animal Care and Protective Services

Department: Animal Care and Protective Services

Description of Purchase:
Recommend approval of Single Source award to the Jacksonville Humane Society (JHS) for the transfer, medical care and shelter of animals from Animal Care and Protective Services. Period of service will be retroactive from October 1, 2017 through September 30, 2018. Total estimated expenditure not to exceed $100,000.00.

Funding for this award will be encumbered from accounts: ERAC1H2ACAP-03410, to be executed by purchase order(s).

Single Source Award To: Jacksonville Humane Society

Price Justification: See Attached

Total Award: $100,000.00 **Requisition #** N/A

Attachments: Single Source Form; Vendor Letter; Vendor Quote; Previous Contract

Certification as to Single Source: Stephanie Burch, Director, Neighborhoods Department

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Chelsey Fleming

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY

DATE: _____

APPROVED _____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Neighborhoods/Animal Care & Protective Services Division

FUNDING SOURCE: ERAC1H2ACAP-03410

BRIEF DESCRIPTION OF GOODS/SERVICES:

The transfer of animals from ACPS to the Jacksonville Humane Society, sterilization and medical care of animals transferred to JHS; care and shelter of animals transferred, and adoption or disposal of transferred animals

AMOUNT OF PROJECT (attach quote): $100,000 ✓

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

The transfer of animals from ACPS to the Jacksonville Humane Society, sterilization and medical care of animals transferred to JHS, care and shelter of animals transferred, and adoption or disposal of transferred animals.

JHS may also accept additional animals as JHS space allows and provide medical care for additional animals.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

The request if for renewal and ratification of an existing contract. JHS is the only facility that can provide the transfer, medical care and shelter of this volume of animals for the pricing included within the City of Jacksonville

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

There are no other providers of this service with the ability to fulfill the requirements of the contract at this volume and pricing

Submitted by: Dan Cody — Chief, ACPS

(Name) (Title)

Date: 10/25/17

Requesting Agency's Director's Signature: Jim Carr

CM 10-31-17

JACKSONVILLE
Humane
Society

October 12, 2017

Mr. Devron Cody
Animal Care & Protective Services, Chief
City of Jacksonville
2020 Forest St.
Jacksonville, FL 32204

Dear Devron,

The Jacksonville Humane Society proposes continuation of our partnership through the Animal Care & Protective Services Transfer Program. This program will provide for the transfer of animals (dogs and cats) from the City's Animal Care & Protective Services Center to our facility at 8464 Beach Blvd, Jacksonville, FL. as well as the direct intake of stray animals to JHS.

This program is part of a comprehensive effort to end the euthanasia of healthy and treatable shelter animals.

The ACT Program will enable Jacksonville's Animal Care & Protective Services to provide a higher level of care for animals for a longer period of time thereby:

- Enabling more stray and abandoned animals to find loving, permanent homes
- Reducing the number of animals on the streets
- Increasing the number of healthy and treatable AC&PS pets being adopted
- Decreasing the number of healthy and treatable pets being euthanized in Jacksonville by AC&PS

The Jacksonville Humane Society will provide the following services to the City of Jacksonville's Animal Care & Protective Services:

- Transportation of pets to JHS as JHS resources allow
- AC&PS may also provide transport as necessary based on staff/officer availability.
- Analysis of all pets transferred to JHS
- Rehabilitation, spay/neuter surgery, shelter and total care to all pets transferred to JHS
- Adoption of these pets into loving, permanent homes

JHS proposes transferring 1,000 animals from AC&PS Center to JHS per year under optimal circumstances. This number would also include stray animals presented to JHS. Stray animals would be reported to AC&PS and held for the required five (5) days. A report of these animals would be provided to AC&PS and deducted from the number of direct transfers.

JHS may accept in excess of 1,000 strays and/or transfers at their discretion.

Attached is a copy of Jacksonville Humane Society's Administrative fee.

We greatly appreciate all efforts by the City of Jacksonville to reach this community goal.

Sincerely,

Denise Deisler
Executive Director

JACKSONVILLE
Humane
Society

Jacksonville Humane Society

Administrative Fee Schedule

We propose to administer this program for the year 2017-2018:	$100,000.00
City of Jacksonville Quarterly Fee	$25,000.00

CITY OF JACKSONVILLE
ACCOUNTING DIVISION
CONTRACT ENCUMBRANCE DATA SHEET
FISCAL YEAR: 2017/2018

Jacksonville Humane Society, Inc — Vendor Name:
59-0624410 — Tax ID Number:
ddeisler@jaxhumane.org — Vendor's e-mail address

New Vendors or changes in vendor information (i.e. address) W-9 is required.
W-9 attached? YES ____ NO X

Department / Division: Neighborhoods/ACPS

Department Contact Person for Contract: Devron Cody, Division Chief, ACPS

Department Contact phone #: 904-255-7033 Contact e-mail: dcody@coj.net

Contract to be Paid by (method):
- [x] Contract Payment
- [ ] Master PO and/or Purchase Order
- [ ] Check Request
- [ ] No Payments (Only Agreements)

Any other special payment instruction or important information should be listed below:
The contract automatically renews each year unless terminated.

Account Code Information: (for multiple accounts - use additional sheet if necessary)

Index Code:	ERAC1H2ACAP		
Subobject:	03410		
Dollar Amount:	$100,000	$	$
Project / Proj. Detail:	NBPAAP		
Grant / Grant Detail:			

Unit Price Supply Contract/(PO)? Yes / (No) Multi-Year Contract? Yes / (No) (if yes see below)

Grant Funding: Does the funding for the encumbrance cross our fiscal years? YES / NO
If Yes, current F/Y encumbrance $ _____ Encumbrance next F/Y $ _____

NOTE: If grant funds cross fiscal years, no other authorization or signing is needed for the next year's encumbrance.

If Multi-Year Contract, please break down funding below. Any adjustments (i.e. CPI) in future periods? Yes_____ No _____

Period	Fiscal Year	Index	Subobject	Project #	Detail	Grant #	Grant Detail	Dollar Amount
Year 1								
Year 2								
Year 3								
Year 4								
Year 5								
							Total	

For Multi-Year Contracts, the Budget Division confirms that funds are anticipated to be budgeted and made available from the appropriate account to encumber the amounts listed above for each fiscal year for the referenced contract.

Print: _____
(Budget Officer or Designee)

Sign: _____ Date: _____
(Budget Officer or Designee)

NOTE: Attach original contract encumbrance data sheet to the legal request and send a copy to the Accounting Division

7512-26

AGREEMENT
BETWEEN
CITY OF JACKSONVILLE
AND
JACKSONVILLE HUMANE SOCIETY, INC.
FOR
ANIMAL CONTROL TRANSFER PROGRAM

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 the "CITY") and the JACKSONVILLE HUMANE SOCIETY, INC., a Florida non profit corporation with principal offices at 8464 Beach Boulevard, Jacksonville, Florida 32216 (hereinafter the "PROVIDER"), for an animal control transfer program (hereinafter the "Project") is made and entered into in duplicate this 7 day of March, ~~2016~~ 2017, retroactive to October 1, 2016 (hereinafter the "Effective Date").

WITNESSETH:

WHEREAS, CITY has made a proprietary award (SP-0276-17) for services for the Project; and

WHEREAS, CITY and 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, CITY hereby engages 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 "Scope of Services for Animal Control Transfer Program" (the "Services"), attached hereto as **Exhibit A** 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 Services to the same extent and in the same manner as if specifically described in this Agreement and/or the Scope of Services.

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 a Project Coordinator who will, on behalf of CITY, coordinate with PROVIDER and administer this Agreement according to the terms and conditions contained herein and in the exhibits 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. CITY's Project Coordinator shall be: Jen Walter, Animal Program Manager; Office: 904.255.7372; Cell: 904.778.5652; Email: JenniferW@coj.net.

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, 2017, 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. The Agreement shall automatically renew for additional periods of one (1) year until such time as either party informs the other that it wishes to terminate the 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, 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, 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 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:

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:

CITY may suspend the performance of the Services 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, 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 PROVIDER's negligence or failure to perform shall not affect PROVIDER's compensation as outlined in this Agreement.

ARTICLE 7: Payments for Services of PROVIDER:

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

7.01.01. PROVIDER's professional fees under the terms of this 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. PROVIDER's professional fees shall be billed quarterly using invoices and such other documentation satisfactory to CITY to allow and authorize payment. Payments shall be made within forty-five (45) days after receipt of said invoices or other documentation by CITY. To the

extent that professional fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, *Ordinance Code.*

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 ONE HUNDRED THOUSAND AND 00/100 DOLLARS ($100,000.00) for the term of this Agreement.

7.02. 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. PROVIDER and without limitation its employees, agents, and subcontractors (individually or collectively referred to as the "Indemnifying Parties") shall hold harmless, indemnify, and defend 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 hereunder; 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 lead 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 or allegedly arising from any hazardous activity conducted by the Indemnifying Parties. CITY will be entitled to control any remedial action and 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 Article 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, PROVIDER shall at all times during the term of this Agreement either (i) procure and maintain a valid insurance program of self-insurance or (ii) procure and maintain at its sole expense during the life of this Agreement (and PROVIDER shall require its contractors, subcontractors, laborers, materialmen, and suppliers to provide, as applicable), insurance of the types and in amounts no less than those stated below, and prior to commencement of work provide a certificate on a form that is acceptable to CITY's Division of Risk Management evidencing the following required coverages to CITY:

Schedule	**Limits**
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$1,000,000 Each Accident
	$1,000,000 Disease Policy Limit
	$1,000,000 Each Employee/Disease

PROVIDER's workers' compensation insurance shall cover PROVIDER (and to the extent its subcontractors and sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law where appropriate. If PROVIDER is not required to carry workers' compensation coverage as defined under Chapter 440, Florida Statutes, the above requirement may be waived. PROVIDER shall provide to Jacksonville written confirmation verifying the exemption on PROVIDER's letterhead, certified and signed by an officer or authorized representative of PROVIDER.

Commercial General Liability - (Form CG0001)

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Completed Ops Aggregate
	$1,000,000	Personal/Advertising Injury

$1,000,000	Each Occurrence
$50,000	Fire Damage
$5,000	Medical Expenses

ISO Form CG0001 as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Automobile Liability (Coverage for all automobiles- owned, hired, or non-owned)	$1,000,000	Total Any One Accident

CITY of Jacksonville shall be endorsed as an additional insured under all of the above Commercial General Liability and Automobile Liability coverages. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of CITY.

Professional Liability	$1,000,000 per Claim & Aggregate

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy. The coverage shall include additional coverage for Network and Information Security Offenses and Electronic Data (products) E&O.

9.02. The deductible amounts for any peril shall be deemed usual and customary in the insurance industry. PROVIDER shall be responsible for payment of its deductible(s). Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, CITY may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that CITY also be named as an additional insured.

9.03. Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. 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 CITY Certificates of Insurance approved by CITY's Division of Risk Management demonstrating the maintenance of said insurance. PROVIDER shall be responsible for providing continuation certificate of insurance 30 days prior to each renewal policy for the length of the Agreement. PROVIDER shall provide to CITY thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal.

9.04. Anything to the contrary notwithstanding, the liabilities of PROVIDER under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. Neither approval of, nor failure to disapprove, insurance furnished by PROVIDER shall relieve PROVIDER or its sub-contractors of any tier from the responsibility to provide insurance as required by this Agreement. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation statute, PROVIDER shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to CITY for the protection of employees not otherwise protected. For any insurance coverage required hereby, PROVIDER may use a self-insurance program, provided such program has received prior written approval from CITY's Risk Management.

ARTICLE 10: Accuracy of Work:

10.01. In providing the Services under this Agreement, 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. 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 PROVIDER or its subcontractors at no additional compensation. Acceptance of the work by CITY shall not relieve PROVIDER of its responsibility for subsequent correction of any such errors and omissions 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 PROVIDER under this Agreement, PROVIDER shall confer with CITY for the purposes of interpreting the information furnished and correcting any errors and/or omissions made by PROVIDER. 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. PROVIDER shall be and remain liable in accordance with applicable law and shall indemnify, hold harmless, and defend CITY from all damages to CITY caused by PROVIDER's breach of contract or its negligent performance of any Services under this

Agreement. PROVIDER shall not be responsible, however, for any time delays in the Project caused by circumstances beyond 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, 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, 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:

As required by Section 126.404, *Ordinance Code*, PROVIDER represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination or nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. 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 nondiscrimination provisions of this Agreement; provided, however, that PROVIDER shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the Effective Date. PROVIDER agrees that if any of the Services to be provided pursuant to this Agreement are to be provided 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 PROVIDER is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to CITY.

ARTICLE 15: Independent Contractor:

In the performance of this Agreement, PROVIDER shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of CITY. 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:

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 CITY. All such documents relating to the Services or money expended under this Agreement shall be open to CITY's inspection and audit during 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:

CITY and 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 PROVIDER of its interests in this Agreement without the prior written consent of CITY shall be void, in the sole discretion of CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of 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:

Jen Walter, Animal Program Manager
Animal Care and Protective Services
2020 Forest Street
Jacksonville, Florida 32204
Office: 904.255.7372
Cell: 904.778.5652
Email: JenniferW@coj.net

21.02. As to the PROVIDER:

Denise Deisler, Executive Director
Jacksonville Humane Society, Inc.
8464 Beach Boulevard
Jacksonville, Florida 32216
Ph.: 904.493.4613
Fax: 904.725.3040
ddeisler@jaxhumane.org

ARTICLE 22: PROVIDER Defined:

As used herein, the term "PROVIDER" shall include, but not be limited to, JACKSONVILLE HUMANE SOCIETY, 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 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, or subcontractor under a contract with any public entity; or, transact business with any public entity in excess of $35,000.00 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 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 CITY for labor, services, or materials furnished by subcontractors and suppliers hired by PROVIDER, PROVIDER shall remit payment due, less proper retainage, to those subcontractors and suppliers within fifteen (15) calendar days after PROVIDER's receipt of payment from CITY. Nothing herein shall prohibit 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 CITY and to the subcontractor and 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 CITY and said subcontractor or supplier within ten (10) calendar days after PROVIDER's receipt of payment from CITY. 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, *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 CITY under this Agreement within seven (7) business days after PROVIDER's receipt of payment from 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 PROVIDER, PROVIDER shall provide to CITY with its requisition for payment, documentation that sufficiently demonstrates that PROVIDER has made proper payments to its certified JSEBs or MBEs from all prior payments PROVIDER has received from CITY. PROVIDER shall not unreasonably withhold payments to certified JSEBs and MBEs if such payments have been made to PROVIDER. If PROVIDER withholds payment to its certified JSEBs or MBEs, which payment has been made by CITY to

PROVIDER, PROVIDER shall return said payment to CITY. PROVIDER shall provide notice to CITY and to the certified JSEBs or MBEs 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 CITY and said JSEBs or MBEs within five (5) calendar days after PROVIDER's receipt of payment from CITY. PROVIDER shall pay all undisputed amounts due within the time limits imposed in this section. The failure to pay undisputed amounts to JSEBs or MBEs within seven (7) business days shall be a breach of this Agreement, compensable by one percent (1%) of the outstanding invoice being withheld by CITY, not as a penalty but as liquidated damages to compensate for the additional contract administration by 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, 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 CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against PROVIDER, may issue joint checks and charge PROVIDER a 0.2% daily late payment interest charge or the charges specified in Chapter 126, *Ordinance Code*, for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or non-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 hereto 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.

ARTICLE 30: Public Records:

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

30.01 Keep and maintain public records required by City to perform the services; and

30.02 Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

30.03 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and

30.04 Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF

JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

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

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

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.

_____
Director of Finance
CITY Contract Number: 7512-26

Form Approved:

_____
Office of General Counsel

WITNESS:

By _____
Signature

Savanna M. New
Type/Print Name

Executive Assistant
Title

JACKSONVILLE HUMANE SOCIETY, INC.

By _____
Signature

Denise Deisler
Type/Print Name

J-10-17 CEO
Title

C:\Gov't Operations\JMCain\AnimalCare (2045)\Contracts\JaxHumaneSoc.AnimalTransfer.2016-2017.020717.doc

EXHIBIT A

Scope of Services
For Animal Control Transfer Program

A. The Jacksonville Humane Society ("JHS") shall administer an Animal Control Transfer Program focused on serving dogs and cats within Duval County. This program will enable the City of Jacksonville Animal Care and Protective Services ("ACPS") to admit more stray animals for a longer period of time, thereby enabling more stray and abandoned animals to find loving, permanent homes, reduce the number of animals on the street, increase the number of healthy stray pets being adopted and decrease the number of healthy pets being euthanized in Jacksonville by ACPS.

B. ACPS shall transfer to JHS up to 1000 animals for adoption. For this group of 1000 animals, JHS shall be responsible for 1) transportation of the animals in this group from ACPS to JHS; 2) spay/neuter any animals sent by ACPS that are unsterilized at the time of transfer and provide all other medical care of all animals within this group of 1000; 3) analysis of all animals so transported; 4) provide total care and shelter to animals so transferred; 5) adopt these animals into permanent homes OR, if deemed necessary by JHS, dispose of said animals in a humane and ethical manner. ACPS may exercise the option to include animals sterilized by ACPS in accord with ACPS protocols.

ACPS shall, after the initial 1000 animals, then be permitted to transfer additional animals, as JHS space allows. Recognizing the need for placing animals in homes, and recognizing the value of the partnership between JHS and the City, these animals may include animals that have been sterilized and/or provided various levels of medical treatment by ACPS. Transport of these animals to JHS may be arranged by JHS

and ACPS, and may be performed by ACPS personnel, dependent on workload and personnel availability of ACPS personnel.

Strays taken in by JHS shall be considered as part of either category listed above. JHS will, if they choose, accept strays and shall, if they accept strays, hold them as required for the period of time mandated by City Ordinance Code. JHS shall advertise these animals on a publically accessible web site of their choice, and shall follow all reasonable protocols to allow the return of lost strays to their owners. JHS shall provide proper and humane care for strays in its possession. JHS will provide a daily report to ACPS of stray intake.

At cooperative adoption events, animals belonging to ACPS shall be adopted by ACPS under ACPS conditions. Animals belonging to JHS shall be subject to their rules and procedures. Animals belonging to ACPS shall not be transferred to JHS during such an event, but may, at the agencies' discretions, be transferred to JHS **AFTER** the close of any such events. Such transfers will follow normal protocol.

ACPS and JHS may, at their collective discretion, agree to transfer animals requiring medical care that ACPS cannot otherwise provide and that JHS agrees to accept. ACPS agrees to transport these medical transfers to JHS in a safe and humane manner. JHS accepts all responsibility for such medical transfers and all costs there associated after the transfer of these animals. These animals shall be included in either of the above categories. JHS is, after transfer of these medical cases, free to determine the best treatment for these animals and the extent or limit of medical care at their sole discretion, and to dispose of said animals in any ethical and proper manner, including but not limited to adoption thereof.

JHS is acknowledged as being freely able to set their own fees and charges for adoption, transfer, or other disposition of animals transferred from ACPS after such transfer is

made. Animals transferred to JHS under any allowable conditions shall not be permitted to be transferred back to ACPS.

C. JHS will provide quarterly reports as to the progress of the program including the number of regular transfers, medical transfers, and stray intake.

D. JHS will provide accounting services for the program including the keeping of financial records, required documentation and bookkeeping.

E. JHS will submit an invoice at the end of each quarter in the amount of $25,000.00, for the administration of the program, along with a quarterly report including total number of regular transfers, medical transfers, and stray intake.

F. No animals will be considered adoptable unless they have been spayed or neutered by a veterinarian 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.

EXHIBIT B

ANIMAL CONTROL TRANSFER PROGRAM

SCHEDULE OF PROPOSED RATES

$25,000 per quarter administrative and cost offset fee. Not to exceed $100,000.00 annually.

SOLE SOURCE/PROPRIETARY REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Animal Care and Protective Services

PROPRIETARY ☒ (CL)

SOLE SOURCE ☐

FUNDING SOURCE: ERAC1H2ACAP, Sub-object 03410 + ERAC15GACVS-03109 (CL)

BRIEF DESCRIPTION OF GOODS/SERVICES:
The transfer of animals from ACPS to the Jacksonville Humane Society, sterilization and medical care of animals transferred to JHS, care and shelter of animals transferred and adoption or disposal of transferred animals.

AMOUNT OF PROJECT (attach quote): $100,000

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):
The transfer of animals from ACPS to JHS, sterilization and medical care of animals transferred to JHS, care and shelter of animals transferred and adoption or disposal of transferred animals. JHS may also accept additional animals as JHS space allows and provide medical care additional animals.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED PROPRIETARY/SOLE SOURCE PROVIDER:
This request is for renewal and ratification of an existing contract JHS is the only facility that can provide the transfer, medical care, and shelter of this volume of animals for the pricing included within the City of Jacksonville.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:
There are no other providers of this service with the ability to fulfill the requirements of the contract at this volume and pricing.

Submitted by: S. Burkin (Name) Director (Title)

Date: January 25, 2017

Requesting Agency's Director's Signature: S. Burkin

PROPRIETARY AWARD BID # SP-0409-17

Subject: Transfer Program for Animal Care and Protective Services

Department: Animal Care and Protective Services

Description of Purchase:
Recommend approval of Sole Source award to the Jacksonville Humane Society (JHS) for the transfer, medical care and shelter of animals from Animal Care and Protective Services. Period of service will be retroactive from October 1, 2016 through September 30, 2017. Total estimated expenditure not to exceed $100,000.00.

Funding for this award will be encumbered from accounts: ERAC1H2ACAP-03410 and ERAC15GACVS-03109, to be executed by purchase order.

Sole Source Award To: Jacksonville Humane Society

Price Justification: See Attached

Total Award: $100,000.00 **Requisition # N/A**

Attachments: Sole Source Form; Agency Memo; Vendor Letter; Vendor Quote; Previous Award

Certification as to Sole Source: Stephanie Burch, Director, Neighborhoods Department

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Chelsey Renfroe

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE
"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa R. Eschner
CHAIRMAN

2/2/17
DATE

ACTION OF AWARDING AUTHORITY

DATE: 2/02/17

APPROVED _____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007