

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 7D
DATE 10/8/12

Meeting Date: October 8, 2012

Public Hearing _____ Ordinance _____ Resolution _____ Motion X

Item: Contract #20060023, Spay and Neuter Procedures

Recommended Action:

Approval to renew the Agreement with The Society of Prevention of Cruelty to Animals of The Treasure Coast (SPCA) to provide forty (40) free spay and neuter certificates to the citizens of Port St. Lucie, Florida on a "first come" monthly basis. In accordance with Agreement # 20090100 renewal option is on an annual basis with mutual consent of both parties. The contract period will be October 1, 2012 through September 30, 2013.

Exhibits: Department memo attached [X] yes [] no
Renewal # 6
Copy of the Original Agreement
Copy of Renewal # 5 pricing

Summary Explanation/Background Information: The SPCA shall provide spay and neuter certificates to the citizens of Port St. Lucie on a first come basis. The citizens shall coordinate all procedures through the SPCA with their participating veterinarians. The SPCA is solely responsible for the recommendation of the veterinarians. Prices remain the same as in the previous renewals.

The need for the above is: Spay and neuter services for cats and dogs.

Annual Expenditure: \$ 25,000.00

Department requests expenditure from the following:

| | | |
|-------------|-------|----------------------------|
| Fund | 001 | General Fund |
| Cost Center | 6200 | Animal Control |
| Object Code | 53400 | Other Contractual Services |
| Project | 00000 | |

Director of OMB concurs with award: ARP

City Manager concurs with award: JP

Department requests 0 minutes to make a presentation.

Submitted by: John Bolduc

Title: Chief of Police

Date Submitted: 9/25/12

RECEIVED

SEP 27 2012

CITY MANAGER'S OFFICE

CONTRACT RENEWAL FORM

Date: September 20, 2012

Contract #20060023 Renewal #6

Contract Title: Spay and Neuter Procedures

Contractor's Name: The Society of Prevention of Cruelty to Animals of the Treasure Coast, Inc.

Current Expiration: 09/30/12

Revised Expiration: 09/30/13

The above contract is hereby extended until the revised expiration date indicated above. All other terms and conditions of the original contract and/or Addenda are unchanged, with the exception that the City's performance and obligation to pay is contingent upon an annual appropriation by City Council for the period of this contract beyond September 30th of this year.

As a result of the Contractor's acceptance to provide the "Renewal Option" as specified in the original contract, the following modifications to the original contract will become effective October 1, 2012.

1. The contract is extended to include the period 10-01-12 through 09-30-13.
2. Prices applicable to the above period will be as follows:

| | FEMALE | MALE |
|------|----------|----------|
| DOGS | \$ 65.00 | \$ 55.00 |
| CATS | \$ 55.00 | \$ 45.00 |

3. All other terms and conditions of the original contract and/or Addenda apply.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie Florida, this ____ day of _____, 2012.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of **The Society of Prevention of Cruelty to Animals of the Treasure Coast, Inc.**

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No: _____

Known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(s)he

WITNESS my hand and official seal, this ____ day of _____, 2012.

Notary Signature

Notary Public: State of _____ at Large

My Commission Expires: _____.

(seal)

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2005, by and between the **CITY OF PORT ST. LUCIE, FLORIDA**, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called 'City' party of the first part, and **THE SOCIETY OF PREVENTION OF CRUELTY TO ANIMALS OF THE TREASURE COAST, INC.**, its successors, executors, administrators, and assigns, hereinafter called 'SPCA', party of the second part, 1008 NE Jensen Beach Boulevard, Jensen Beach, FL 34957, telephone number (772) 334-0636, fax number (772) 334-5882.

WITNESSETH

WHEREAS, the City, through the operation of its Animal Control Department shall provided forty (40) free spay and neuter certificates to the citizens of Port St. Lucie, Florida on a " first come" monthly basis. The citizens shall coordinate all spay and neuter procedures through the SPCA with their participating veterinarians. The SPCA is solely responsible for the recommendation of the veterinarians.

The City shall pay the SPCA the following fees for spay and neuter procedures:

| | FEMALE | MALE |
|------|----------|----------|
| DOGS | \$ 55.00 | \$ 45.00 |
| CATS | \$ 45.00 | \$ 35.00 |

WHEREAS, the parties agree to mutually cooperate for the purpose of coordinating spay and neuter procedures within the City.

NOW, THEREFORE, in consideration of the mutual benefits received by each party, the parties mutually agree as follows:

1. The SPCA shall coordinate spay and neuter procedures.
2. Coordination of spay and neuter procedures shall be done upon receiving a certificate from a Port St. Lucie citizen issued by the Port St. Lucie Animal Control Department. The certificate will be good for sixty (60) days and will be null and void thereafter.
3. The SPCA shall provide the City with a monthly record of all certificates received. The monthly reports shall be produced by the SPCA and delivered to the City on or before the tenth (10th) day of the month following the month for which the report is prepared. The report will be corrected by the City's Animal Control Department on or before the twentieth (20th) day of the month following the month for which the report is prepared. In the event of a dispute regarding the figures, the City's corrections shall govern.
4. The term of this agreement shall begin on October 1, 2005 and shall continue through and including September 30, 2006, with an option to renew on an annual basis with mutual consent of both parties, unless otherwise terminated as provided under this Agreement.
5. Either party may terminate this contract with or without cause upon thirty (30) days written notice to the other.
6. The SPCA agrees to comply with all local, State and Federal laws, rules and regulations.

CONTRACT RENEWAL FORM

Date: July 12, 2011

Contract #20060023 Renewal #5

Contract Title: Spay and Neuter Procedures

Contractor's Name: The Society of Prevention of Cruelty to Animals of the Treasure Coast, Inc.

Current Expiration: 09/30/11

Revised Expiration: 09/30/12

The above contract is hereby extended until the date indicated above. All other terms and conditions of the original contract and/or Addenda are unchanged, with the exception that the City's performance and obligation to pay is contingent upon an annual appropriation by City Council for the period of this contract beyond September 30th of this year.

As a result of the Contractor's acceptance to provide the "Renewal Option" as specified in the original contract, the following modifications to the original contract will become effective October 1, 2011.

1. The contract is extended to include the period 10-01-11 through 09-30-12.
2. Prices applicable to the above period will be as follows:

| | FEMALE | MALE |
|------|----------|----------|
| DOGS | \$ 65.00 | \$ 55.00 |
| CATS | \$ 55.00 | \$ 45.00 |

3. All other terms and conditions of the original contract and/or Addenda apply.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

ANNUAL CONTRACT INFORMATION REPORT

IT IS TIME FOR THE RENEWAL OF THE FOLLOWING CONTRACT. PLEASE FILL OUT THIS FORM IN ITS ENTIRETY AND RETURN TO THE OFFICE OF MANAGEMENT AND BUDGET. THANK YOU.

CONTRACT # 20060023

TITLE: Spay and Neuter Procedures

CONTRACTOR'S NAME: The Society of Prevention of Cruelty to Animals of the Treasure Coast, Inc.

DEPARTMENT: Animal Control

DATE DUE: 9/26/12

(5 DAYS AFTER RECEIPT BY DEPT)

CHECK THE APPROPRIATE RESPONSE BELOW:

| | EXCELLENT | GOOD | FAIR | POOR |
|-----------------------------|-----------|------|------|------|
| Delivery Times | ✓ | | | |
| Quality of Work | ✓ | | | |
| Quality of Products Used | NA | | | |
| Adherence to Specifications | ✓ | | | |
| Problem Solving | ✓ | | | |
| Overall Performance | ✓ | | | |

Comments: List any additional information you find pertinent to the contractor's performance. These comments should reflect between excellent to poor service.

IF APPLICABLE, WOULD YOU RENEW THIS CONTRACT: Yes or No
(circle one)

CONTRACT SUPERVISOR: BRYAN LLOYD (print) DATE: 9/24/2012

DEPARTMENT HEAD SIGNATURE: John A. Bolduc