

**AMENDMENT #1 TO
AGREEMENT NO. 2013-026
BETWEEN CHARLOTTE COUNTY
AND
THE ANIMAL WELFARE LEAGUE OF CHARLOTTE COUNTY, FLORIDA, INC.
FOR
PROFESSIONAL SERVICES – ANIMAL SHELTERING**

THIS AMENDMENT #1 to Agreement No. 2013-026 (hereinafter the "Amendment") is made by and between Charlotte County, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (hereinafter the "County") and The Animal Welfare League of Charlotte County, Florida, Inc., a Florida not for profit corporation, (hereinafter the "Contractor"), individually the "Party" and collectively the "Parties".

WHEREAS, on September 10, 2013, the parties entered into Agreement No. 2013-026 (the "Agreement"), attached hereto and incorporated herein as **Exhibit A**, to provide professional services for animal sheltering services (the "Services"); and

WHEREAS, pursuant to Contractors' written *Notice of Intent to Terminate*, dated February 24, 2026, the Agreement shall terminate November 30, 2026; and

WHEREAS, the Parties are currently engaged in good faith negotiations in an attempt to reach a mutually acceptable agreement for continuation of Services; and

WHEREAS, the Parties wish to extend the termination date to December 31, 2026; and

WHEREAS, the Contractor has been providing and can continue to provide Services during the term of this extension.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants hereinafter set forth, County and Contractor agree to amend the Agreement as follows.

Section 1. Recitals. The recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Extension. Agreement No. 2013-026 shall terminate December 31, 2026.

Section 3. Conflicting Provisions. All other provisions of Agreement No. 2013-026, not in conflict with this Amendment, remain in full force and effect.

Section 4. Effective Date. The effective date of this Amendment is the last date on which it is signed by the Parties.

IN WITNESS WHEREOF, the Parties have affixed their signatures on the dates written below.

**THE ANIMAL WELFARE LEAGUE OF
CHARLOTTE COUNTY, FLORIDA, INC.**
a Florida not for profit corporation

Signed by: Tara Zajas

Print Name: Tara Zajas

Title: Director

Date: 07/22/2026

**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**

ATTEST:

Roger D. Eaton, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: _____

— Joseph M. Tiseo, Chairman

Date: _____

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Thomas M. David
Thomas M. David, County Attorney
LR25-0774

Exhibits:
Exhibit A – Agreement No. 2013-026

EXHIBIT A

AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of September, 2013, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida (hereinafter "County"), and ANIMAL WELFARE LEAGUE OF CHARLOTTE COUNTY, FL., INC., a non-profit corporation, 3519 Drance Street, Port Charlotte, FL 33980 (hereinafter "League").

WITNESSETH:

WHEREAS, the League is a non-profit corporation organized for the purpose of providing facilities and services required for the care, shelter and detention of dogs, cats, birds and other animals for all of the citizens of Charlotte County; and

WHEREAS, the Board of County Commissioners of Charlotte County recognizes that the County has a need for the facilities and services provided by the League and desires to acquire the use of such facilities and services for certain animals;

WHEREAS, the Board of County Commissioners of Charlotte County and the League agree to waive any legal claims under the previous contract and each will bear their own attorney fees and cost;

WHEREAS, the Board of County Commissioners and the League agree that the goal is to never euthanize an adoptable animal;

NOW, THEREFORE, based on the premises and the mutual covenants, conditions and considerations hereinafter expressed, the parties agree as follows:

1 . Purpose. The purpose of this Agreement is to establish the responsibilities of the parties hereto with respect to the League's desire to provide facilities and services for the care, shelter

and detention of dogs, cats, birds and other animals brought to the League's facilities and the County's need for such facilities and services. For purposes of this Agreement, the term "animal" shall include only domesticated animals, and shall not include any wildlife or feral cats as defined in the Charlotte County Code of Laws and Ordinances

2. Duties of the League. The League shall establish, provide and maintain an animal shelter facility in Charlotte County for the care, shelter and detention of dogs, cats, birds and other animals. The facility and the League's administration and maintenance thereof shall meet all applicable federal, state or local rules, regulations, ordinances, statutes, and other requirements. Upon the oral or written request of the County through the Division Manager of the County Animal Control Department, or his/her designee, for any of the particular services, the League shall provide the following services to the County at the League's facilities:

(A) The League shall board and care for any animal for a period of five (5) days, with the first day being the date of receipt by the County for non-bite cases, and the League shall quarantine and care for any animal in a bite case for a period of ten (10) days, with the first day being the date of the bite. "Boarding and care" and "quarantine and care" shall include, but not be limited to, the provision of adequate food and water, general care, and clean, safe shelter to an animal. For the purposes of this section, the term "general care" shall mean the administering of medicines and any other related simple procedures to promote the well-being of the animal. This may include, but is not limited to, ensuring animals receive prescribed medications in accordance with veterinary recommendations, changing bandages or other dressings to promote healing, or ensuring that any special diet recommendations are followed. Boarding and quarantine shall not include veterinary care in the event an animal

requires the services of a veterinarian unless approved by Charlotte County Animal Control.

(B) It is the responsibility of the League to euthanize animals.

(C) The League shall maintain any additional equipment owned by the County and purchased or constructed for the care of any animal.

3. County's Scope of Authority. The County reserves the right to place a "hold" on any animal, meaning the animal will remain at the League until the hold is removed. Additionally, the County reserves the right to remove the animal, provided the League is notified. The County also reserves the right to make medical decisions, including euthanasia. Therefore, if any animal appears sick, injured, or dies while at the League, the League shall immediately notify the County.

4. Additional Equipment Owned by the County. In consideration for the League's establishment, provision and maintenance of the facilities and the provision of services requested by the County at the facility, the County purchased the following equipment to be used and maintained by the League to care for the animals.

Six (6) Stainless Steel Units, each consisting of eight (8) staged cages, for a total forty-eight (48) cages.

This equipment was tagged as County inventory and remains the property of Charlotte County. Upon termination of this Agreement by either party this equipment shall be returned to the County upon the last day of the Agreement. The County shall retain the option of being compensated for the value of this equipment after depreciation rather than accepting the return of the equipment upon termination of this Agreement by either party. If the County elects to be compensated for the value of the equipment, the League will be responsible for providing compensation no later than the last day of the Agreement unless both parties agree, in writing, to a different date. For purposes of depreciation, the

equipment will be depreciated by utilizing a 15 year depreciation schedule on a straight line basis from the time that the equipment is put into service by the League.

5. Compensation for Facility and Services. In consideration for the League's establishment, provision and maintenance of the facilities and the provision of services requested by the County at the facility, the County agrees to pay the League a fixed rate of \$19,166.67 per month. This payment shall be made via check within five (5) business days of the first day of the month for which services are being rendered. On October 1 of every year, the County agrees to increase payments for each requested service by 3% of the amount paid for such service for the immediately preceding one year term.

(A) The League is responsible for finding and making room for any and all County stray animals. For this Agreement, the term "stray" shall mean any animal that does not have a known owner or any animal that is involved in an animal abuse and/or hoarding case. If, for any reason, the shelter is full or otherwise unable to accommodate the County, the League is solely responsible to find an alternative location for the animal. If the County is required to find an alternative location for a stray animal, the costs associated with the alternative location will be subtracted from the next monthly payment to the League.

(B) The League will let Animal Control know if they are full and unable to accept animals that have an owner that wants to give up the animal. The League and Animal Control will decide on a date that the owner's animal can be dropped off at the League. If, however, the animal cannot stay with the owner the League will accept the animal.

(C) During the five (5) day holding period, ten (10) day quarantined period, and when an animal is placed on "hold" by the County, the League shall not charge owners or

caretakers of claimed animals. The daily boarding rate will be set by Animal Control and collected by the League on behalf of the County. The League will provide the amount to be deducted with supporting documentation to Animal Control within five (5) business days of the first day of the following month, and the amount will be deducted from the next monthly payment. At the end of the contract, any money collected by the League on behalf of the County shall be paid to the County within thirty (30) days.

6. Term/Termination. The term of this Agreement shall begin August 1, 2013, and shall continue unless either party provides written notice to the other of its intent to terminate the contract with at least a nine (9) month notice of cancellation.

7. The County's Audit of the League's Books and Records. The League shall keep full and accurate accounting records relating to its services provided under this Agreement. The League shall give the County's authorized representatives access to such books and records during reasonable business hours and upon reasonable advance notice. The League shall keep and preserve for at least five (5) years following each Fiscal Year all sales slips, agreements, purchase orders, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Operating Revenues and Operating Expenses for such period. Additionally, the League shall deliver to the County annual financial statements within ninety (90) days after the close of each Fiscal Year with a statement that they were prepared in accordance with Generally Accepted Accounting Principles. The County shall have the right to conduct an audit of any annual report delivered in connection with this Section and/or any monthly report delivered hereunder. In the event additional costs and expenses relating to field visits to the League's facility by auditors are incurred due to errors or omissions in the financial statements prepared and delivered by the League hereunder, the League shall be liable for such

additional costs and expenses. The League shall also comply with the State of Florida Transparency Act. This includes creating records and making them available to the public for: the number of cats and dogs taken in, adopted out, transferred to rescue groups, euthanized, and returned as part of a trap-neuter-release (TNR) program. Further, the League will provide the County with the survival rate and the placement rate of County animals on a monthly basis.

8. Compliance with Florida Public Records Law. Pursuant to Section 119.0701, Florida Statutes, the League shall:

(A) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.

(B) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D) Meet all the requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the League upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

9. Notices. In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or required to provide such notice shall provide it in

writing, sent by certified mail, return receipt request, postage prepaid, to the other party at the address listed below:

If to County: County Administrator
18500 Murdock Circle
Port Charlotte, FL 33948

With a copy to: Division Manager, Animal Control Department
26571 Airport Rd.
Punta Gorda, FL 33982

If to League: Attention Executive Director
Animal Welfare League of Charlotte County, Inc.
3519 Drance Street
Port Charlotte, FL 33980

10. Indemnification. In consideration of ten dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the League shall indemnify, defend, save and hold harmless the County and all of its officers, agents or employees from all suits, actions, claims, demands, costs, including but not limited to, reasonable attorneys' fees, and liability of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the League or its subcontractors, agents, or employees or due to any intentional, reckless, or negligent act, or occurrence of omission or commission of the League, its subcontractors, agents or employees. Neither the League nor any of its subcontractors, agents, or employees will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the County or any of its officers, agents or employees.

11. Assignment. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party. Further no portion of this Agreement may be performed by subcontractors without written notice to and approval of such action by the County.

12. Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

13. Modification of Agreement. No modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

14. Severability. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

15. Florida Law. This Agreement shall be governed and construed in accordance with Florida law. The parties agree that in the event of any litigation arising out of any alleged breach or non-performance of this Agreement, the venue for such litigation shall be in Charlotte County, Florida.

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

ANIMAL WELFARE LEAGUE OF
CHARLOTTE COUNTY, FL., INC.

By: _____

David Baird, President

Board of County Commissioners of
Charlotte County, Florida

8/27/13

Date

ATTEST:

Barbara T. Scott, Clerk of Circuit Court
and Ex-Officio Clerk to the Board of
County Commissioners

By:

Christopher G. Constance, Chairman



Approved as to form and legal sufficiency

By:

Michelle D. Berardine
Deputy Clerk AGR2013-226

By:

Janette S. Knowlton
Janette S. Knowlton, County Attorney

LR12-2132

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