

CITY OF PORT ST LUCIE
TNVR Participating Addendum
To the TNVR Master Agreement

This Participating Addendum (“Participating Addendum”), is entered into as of the date it is fully executed, by and between the City of Port St. Lucie and Provider, as defined below. This Participating Addendum incorporates all terms and conditions of the Master Agreement, which is attached hereto and fully incorporated herein, and is subject to the following additional terms and conditions:

SECTION I
MASTER AGREEMENT TERMS AND CONDITIONS FULLY
INCORPORATED

The terms and conditions contained in the Master Agreement are hereby incorporated herein fully, as if set forth specifically herein. Any terms used in this Participating Addendum that are not defined herein may be defined in the Master Agreement. In the event of any conflict between the Master Agreement and this Participating Addendum, the Master Agreement terms shall prevail, except as to the Provider’s Legal Name, Legal Address, Telephone Number, Email Address, and Point of Contact, set forth in Section II herein.

This Participating Addendum is not valid unless signed by duly authorized representatives of both parties.

SECTION II
NOTICES

Notice for Provider, as set forth in the Master Agreement, shall be as follows:

Provider’s Legal Name: _____

Provider’s Legal Address: _____

Provider’s Telephone Number: _____

Provider’s Email Address: _____

Provider's Person of Contact: _____

All other terms and conditions contained in Section II – Notices, in the Master Agreement, shall remain.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum, the day and year written below.

CITY OF PORT ST. LUCIE, FLORIDA

By: _____

Date: _____

Purchasing Agent

PROVIDER

By: _____

Date: _____

Authorized Representative Name:

Authorized Representative Title:

CITY OF PORT ST LUCIE TNVR Master Agreement

This Master Agreement (“Master Agreement”), set forth as of this _____ day of _____, 2025, is entered into by and between the City of Port St. Lucie, a Florida municipal corporation, duly organized under the laws of the State of Florida (“City”), with its principal place of business at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, and any additional party (“Provider”) that executes a Participating Addendum in accordance with the terms set forth herein and as set forth in the Participating Addendum. This Master Agreement and the Participating Addendum for any Provider, together, create the parties’ contract (“Contract”).

SECTION I RECITALS

WHEREAS, the City has adopted a Trap, Neuter, Vaccinate and Return (“TVNR”) program (“Program”), under the City Code of Ordinances, Section 92.19, as may be amended from time to time; and

WHEREAS, the City wishes to contract with providers to provide services under the Program; and

WHEREAS, Provider is qualified, willing and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into an agreement with Provider to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Master Agreement and made a part hereof for reference.

SECTION II NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email with read receipt, or by Fed-EX, UPS, courier, or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of the Contract. Each such notice shall be deemed to have been provided:

- I. The same day, if sent via email with read receipt.

- II. Within one (1) day in the case of overnight hand delivery, courier, or services such as Fed-Ex or UPS with guaranteed next day delivery; or,
- III. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Provider: As listed in the Participating Addendum.

City Contract Administrator: Shelby Dolan
Procurement Contracts Manager
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 873-6338
Sdolan@cityofpsl.com

City Project Manager: Bryan Lloyd
Animal Control Operations Manager
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 528-7106
Blloyd@cityofpsl.com

SECTION III **SCOPE OF SERVICES**

When a feline is brought to Provider under the Program, Provider shall perform the following services which shall be included in the TNVR Program Price:

- 1. Spay/Neuter
- 2. Ear Tip
- 3. Rabies Shot
- 4. Microchip (provided by Port St. Lucie Police Department)

Additionally, if Provider reasonably determines the feline is in need of additional services, it shall contact the City's Animal Control Operations Manager and provide the following, in writing: a general description of the recommended additional service and additional cost. If the City's Animal Control Operations Manager agrees to the additional service(s), and indicates such in writing, then Provider shall provide the additional service(s) and will be entitled to the agreed upon cost. However, in the case of emergency, Provider may call the

City's Animal Control Operations Manager and receive verbal permission to proceed with emergency services.

SECTION IV **TERM**

This Master Agreement shall continue until terminated by or under the terms of this Master Agreement.

The Contract with any Provider shall begin the date the Provider's Participating Addendum is fully executed and shall continue until terminated under the terms of the Contract.

SECTION V **TERMINATION AND EFFECT**

The Master Agreement shall immediately terminate upon notice by the City to Provider. City may terminate this Master Agreement with or without cause. Either party may terminate a Participating Addendum by providing the other party with sixty (60) days notice. If the City terminates the Master Agreement, all Participating Addendums shall also immediately automatically terminate.

Additionally, the Master Agreement, and any Participating Addendums, shall automatically terminate if any of the following occur: (1) the Program becomes illegal; or (2) the Program is discontinued by the City.

SECTION VI **NON-EXCLUSIVITY AND NO GUARANTEED VOLUME**

Provider acknowledges that this Master Agreement, and therefore any Participating Addendum, is non-exclusive and there is no guaranteed volume. This means that the City makes no promises, and has no obligation, to provide a certain amount of work to any Provider, provide equal work to all Providers, or any other similar obligation.

SECTION VII **LICENSING**

Provider shall remain at all times properly licensed to perform all work under the Contract. Provider shall not permit any employee, agent, or subcontract to perform work under the Contract unless that individual and/or entity is properly licensed (e.g., veterinarian).

SECTION VIII **SOVEREIGN IMMUNITY**

Nothing contained in this Master Agreement, nor any Participating Addendum, shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

SECTION IX **INDEMNIFICATION**

Provider agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Provider, agents, laborers, subcontractors or other personnel entity acting under Provider's control in connection with the Provider's performance of services under the Contract. To that extent, Provider shall pay any and all such claims and losses and shall pay any and all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Provider shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Provider or any agent laborers, subcontractors, or employee of Provider regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Provider shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Provider on the work. This indemnification obligation shall not apply to the extent that such claims, liabilities, damages, losses, or expenses arise from the negligence or willful misconduct of the City. This indemnification shall survive the termination of the Contract.

SECTION X **INSURANCE**

The Provider shall procure and maintain during the life of the Contract insurance of the types and subject to the limits set forth below. The Provider shall also provide the City with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the City's approval for adequacy. The City shall be an Additional Insured on policies of Commercial General Liability with respect to all claims arising out of the work performed under the Contract. The City shall be an Additional Insured and shall receive the same notification rights that are provided to the first named insured with respect to cancellation and nonrenewal. THIS ENDORSEMENT MUST BE INSERTED ONTO THE CERTIFICATE OF INSURANCE. If subcontractors are used by the Provider, it shall be

the responsibility of the Provider to ensure that all its subcontractors comply with the same insurance requirements as contained herein.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. **Commercial General Liability**

The Provider shall provide and maintain during the life of the Contract, at its own expense, Commercial General Liability insurance on an occurrence basis for a minimum combined single limit of \$1,000,000.00 per occurrence; \$2,000,000.00 general aggregate for claims of bodily injury including death, property damage, and personal injury. Contractual liability coverage shall be included.

2. **Workers' Compensation**

The Provider shall provide and maintain during the life of the Contract, at its own expense, Workers' Compensation insurance coverage to apply to all employees for Florida statutory limits. Coverage B, Employers Liability, shall be written for a minimum liability at \$500,000.00 per occurrence.

3. **Other Insurance Requirements**

The General Liability policy shall contain, or be endorsed to contain, the following provisions:

- A. The Provider's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers for the Provider's activities. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be in excess of the Provider's insurance and shall not contribute with it.
- B. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City, officers, officials, employees, agents, and volunteers.
- C. The Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of insurer's liability.
- D. The policy must be endorsed to provide the City with a minimum of thirty (30) days' written notice prior to cancellation.

SECTION XI
AMENDMENT

This Master Agreement may be amended from time to time by the City. If the Master Agreement is amended, all Participating Addendums shall also be amended, by and through the incorporation of the Master Agreement into the Participating Addendum. The

City shall provide notice to Providers who have an active Participating Addendum of any material changes to the Master Agreement.

SECTION XII **COMPLIANCE WITH LAWS**

Provider shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations.

SECTION XIII **PUBLIC RECORDS**

Provider and any subcontractors shall comply with section 119.0701, Florida Statutes. The Provider and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with the Contract, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Provider shall comply with Florida's Public Records Law. PROVIDER'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, Provider agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies and GC2 for Criminal Justice Agencies and District Medical Examiners](#).
2. During the term of the Contract, the Provider shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to the Contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Provider's records under the Contract include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during the Contract.
4. The Provider agrees to make available to the City, during normal business hours all books of account, reports, and records relating to the Contract.
5. A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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 the Contract if the Provider does not transfer the records to the City.

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

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871-5157
pr@cityofpsl.com**

SECTION XIV
PERMITS, LICENSES, AND CERTIFICATIONS

The Provider shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation.

SECTION XV
CONTRACTUAL RELATIONSHIP

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither the Provider nor any of the Provider's agents, employees, subcontractors, or contractors shall become or be deemed to become agents, or employees of the City. The Provider shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health, and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

SECTION XVI
ASSIGNMENT

The Provider shall not delegate, assign, or subcontract any part of the work under the Contract or assign any monies due him hereunder. Any purported assignment is null and void.

SECTION XVII
LAW, VENUE, AND WAIVER OF JURY TRIAL

The Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce the Contract, arising out of the Contract, or related to the Contract, shall be in St. Lucie County, Florida.

The parties to the Contract hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XVIII
POLICY OF NON-DISCRIMINATION

The Provider shall not discriminate against any person in its operations, activities, or delivery of services under the Contract. The Provider shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XIX
CODE OF ETHICS

The Provider warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in [Chapter 112.311 et seq.](#), Florida Statutes, and Code of Ethics Ordinances in [Section 9.14 of the City of Port St. Lucie Code](#).

SECTION XX
SCRUTINIZED COMPANIES

By entering into the Contract, the Provider certifies that it and those related entities of the Provider as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate the Contract if the Provider or any of those related entities of the provider as defined by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XXI
E-VERIFY

The Provider agrees to comply with section 448.095, Florida Statutes. The City may not enter into a contract unless each party to the Contract registers with and uses the E-Verify system.

SECTION XXII
**DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR
LISTS**

Provider certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION XXIII
COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Provider understands and will comply with this statute.

SECTION XXIV
AUDITS

The Provider shall establish and maintain a reasonable accounting system that enables the City to readily identify the Provider's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (5) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures, and other documents relating to or arising under the Contract.

SECTION XXV
SEVERABILITY

The parties to the Contract expressly agree that it is not their intention to violate any public policy, statutory, or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of the Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof, causing such violation will be inoperative and the remainder of the Contract, as amended, will

remain binding upon the parties, unless the inoperative provision would cause enforcement of the remainder of the Contract to be inequitable under the circumstances.

SECTION XXVI
APPROPRIATION APPROVAL

The Provider acknowledges that the City's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the City Council. The Provider agrees that, in the event such appropriation is not forthcoming, the Contract may be terminated by the City and that no charges, penalties, or other costs shall be assessed.

SECTION XXVII
ENTIRE AGREEMENT

The Contract sets forth the entire agreement between the City and the Provider with respect to the subject matter of the Contract. The Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. The Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties, except that this Master Agreement may be unilaterally amended by the City.

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