Flagler County Board of County Commissioners
General Business / Agenda Item 8.e.

Meeting Date: November 16, 2026
Department Contact: Adam Mengel, Acting County Administrator
Subject: **Consideration of FY 2026-27 Agreement with the Flagler Humane Society for Animal Control Services.**

Overview/Summary:
This item was previously considered at the Board's November 9, 2026 workshop meeting. At the workshop meeting, the Board requested that staff provide a draft agreement for its review at today's regular Board meeting.

Due to the limited time between the two meetings, County staff prepared a revised Agreement that constitutes a complete rewrite of the previous Agreement. In the proposed FY 2026-27 Agreement, funding is limited to $350,000 per year payable to the Flagler Humane Society (FHS) in equal monthly installments of $29,166.67, retroactive to October 1, 2026. Services provided by FHS to the County are divided into Mandatory Services (limited to those required by statute or by code, and including sheltering related to local emergencies) and Additional Services (primarily the sheltering of strays). A section was added by County staff that allows for FHS to request assistance from the Board for any extraordinary circumstances that occur, with the number of animals constituting an extraordinary circumstance changed from five or more animals to 25 or more animals.

As can be expected, the passage of Amendment 3 substantially changes our approach towards this Agreement. County staff contends that this Agreement far exceeds the equivalent share of the funding support provided to FHS by our municipal partners: we continue to fund the bulk of FHS operations through this Agreement. As proposed, Mandatory Services are limited to the required activities and should stay well-below the annual funding provided through this Agreement, while any excess funds (up to the $350,000 annual funding provided) can be used by FHS to provide the Additional Services that are part of the FHS mission and scope, but are not statutory or code requirements for the County to provide or fund. As the County prepares its FY 2027-28 budget, further service level cuts are likely, as well as another shift in the County's approach towards meeting its statutory and code obligations to provide core animal control services.

Strategic Plan:
Focus Area: Effective Government

Funding Information:
Funding is provided through the approved FY 2026-27 budget.

Recommendations:

Staff requests that the Board discuss the proposed FY 2026-27 Agreement and approve the Agreement for a one-year term ending on September 30, 2027, or set the term as it deems appropriate.

Attachments:

1. Proposed FY 2026-27 FHS Agreement
2. FY 2025-26 FHS Contract (8b 10-01-2025)
3. Flagler Humane Society 2025 - Amendment 1 - Increase Spay and Neuter - 8.14.26 (Signed)
4. Flagler Humane Society 2025 - Amendment 2 - Contract Extension - 9.25.26 (Signed)

AGREEMENT BY AND BETWEEN
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
AND THE FLAGLER HUMANE SOCIETY, INC.
FOR ANIMAL CONTROL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between Flagler County Board of County Commissioners, a political subdivision of the State of Florida, located at 1769 E. Moody Boulevard, Building 2, Bunnell, Florida 32110 (hereinafter referred to as "COUNTY"), and Flagler Humane Society, Inc., a Florida nonprofit corporation, located at 1 Shelter Drive, Palm Coast, FL 32137 (hereinafter referred to as "FHS"), ("Party" shall apply to either "COUNTY" or "FHS", while collectively, "COUNTY" and "FHS" are hereinafter referred to as "PARTIES").

1. Term of Agreement and Payment

a. The term of this Agreement shall commence retroactively on October 1, 2026, and shall terminate on September 30, 2027. This Agreement may be renewed for up to two (2) additional one-year terms, subject to mutual written agreement by both Parties prior to the expiration of the then-current term and approval by the Flagler County Board of County Commissioners. Any renewal shall be under the same terms and conditions unless otherwise amended in writing and executed by both Parties.

b. The COUNTY shall pay to FHS the annual sum of $350,000.00. This is comprised of the costs of providing the Mandatory Services and Additional Services, defined below. Such payments shall be made monthly in the amount of Twenty-nine thousand one hundred sixty-six and 67/100 dollars ($29,166.67), shall be retroactive to October 1, 2026, and shall continue monthly through September 30, 2027.

c. To the extent of any conflict between the Contract # Humane Society – 2025 and this Agreement, this Agreement shall control. Further, payment for the initial month of October 2026 shall be in the amount of Twenty-nine thousand one hundred sixty-six and 67/100 dollars ($29,166.67), and subsequent monthly payments shall follow for each of the months remaining in the term of this Agreement inclusive of any renewal terms. Approval of this Agreement by the Parties renders the fee schedule and reimbursement terms provided in Contract # Humane Society – 2025 through October 20, 2026, inclusive of Amendment #2, null and void. Likewise, as provided in Amendment #2, the extension provided for in Amendment #2 automatically terminates upon execution of this Agreement.

2. Animal Control Services

a. FHS shall provide the following animal control services described in this Agreement for cases within unincorporated Flagler County during the term of this Agreement (the "Mandatory Services"):

1. Dangerous dog investigations and prosecutions under Part II, Chapter 767, Florida Statutes, and Section 5-67, Flagler County Code.
2. Animal neglect investigations and prosecutions under Section 828.073, Florida Statutes.
3. Ten (10) calendar day rabies quarantining and impoundment in accordance with Florida Department of Health Rule 64D-3.040(3), F.A.C. (see sub-paragraph 3.e below).
4. Sheltering services for animals whose owner is detained or incarcerated by law enforcement.
5. Sheltering services of displaced residents during local states of emergency.

b. To the extent funding permits, FHS shall provide animal control and sheltering services, not within the scope of sub-paragraph 2.a. above, within the unincorporated county during the term of this Agreement (the "Additional Services"). Additional Services includes the sheltering, care, and adoption of stray and

surrendered animals, as well as the enforcement of animal control ordinances not within the scope of sub-paragraph 2.a above. The parties acknowledge that there is insufficient funding under this Agreement to provide the Additional Services to all animals that may need such services for the entire term of this Agreement. Accordingly, FHS shall limit the provision of Additional Services within its professional discretion and budgeting, it being the intent of the parties that a reduced level of Additional Services be provided for the entire term of this Agreement. Notwithstanding the foregoing, the Parties explicitly agree that FHS retains absolute operational discretion to accept or cease the provision of Additional Services based on COUNTY funding thresholds. FHS shall provide COUNTY advance written notice should FHS exercise its contractually given right to decline the intake, impoundment, or capture of an animal pursuant to this sub-paragraph.

c. General Requirements

1. Animal Control Officers will be employed by FHS and shall be appointed as Animal Control Officers by the Board of County Commissioners in accordance with Section 828.03, Florida Statues. Animal Control Officers shall not have, nor shall they engage in, a conflict of interest and shall at all times disclose any potential conflict to the executive director of FHS.
2. FHS animal control vehicles shall be conspicuously marked as such. All Animal Control Officers shall possess an identification badge containing the officer's name and picture. This badge must be shown upon request at all times when on duty and /or at all times while performing the duties of an Animal Control Officer.
3. FHS shall make at least one Animal Control Officer available twenty-four (24) hours per day, seven (7) days per week, for emergency needs of the Flagler County Sheriff's Office. Responses during non-business hours of the FHS shall be at the discretion of the on-call Animal Control Officer and shall be limited to emergency situations only.
4. The County Attorney will represent Flagler County and its Animal Control Officers in the prosecution of animal control cases under this Agreement. The County will be responsible for any expert witness fees and other litigation costs incurred in the prosecution of animal control cases under this Agreement.
5. To the extent practicable, the County Attorney will assist FHS in obtaining permanent custody of an animal where an owner has been found guilty of an offense related to neglect or cruelty, or where a Judge or Magistrate determines that it will be in the best interest of the animal for FHS to obtain permanent custody of the animal. Once FHS obtains permanent custody of an animal, FHS may pursue humane disposition (including adoption, rescue placement, or, when medically or behaviorally necessary, humane euthanasia) of the animal at its sole discretion.

3. Animal Shelter and Services

a. FHS will maintain and operate an animal shelter ("Shelter") in a manner adequate for the safe confinement, remedial treatment, and humane disposition (including adoption, rescue placement, or, when medically or behaviorally necessary, humane euthanasia) of stray dogs or cats which may be delivered to it from all areas within unincorporated Flagler County. FHS will furnish at its sole expense all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of these Additional Services.

b. Subject to limitations on Additional Services described in sub-paragraphs 2.b and 3.a above, FHS will provide means to accept, during the Shelter's normal operating hours, all stray dogs, cats, and other animals delivered to the Shelter by the Flagler County Sheriff's Office, designated Animal Control Officers,

or other authorized officers appointed by the County for this purpose. After normal hours, the delivering officers must contact Animal Control Officers to meet them at the Shelter to allow access.

c. When an Animal Control Officer delivers an animal to the Shelter for impoundment and when the animal bears an identification tag or microchip indicating the ownership of the animal, FHS will, within one (1) business day after receipt of such animal, use its best efforts to notify the owner thereof and to inform the owner of the procedure whereby the owner can recover the animal. Any animal bearing identification will be held for a baseline period of five (5) business days to allow for an owner to come forward and reclaim the animal. After the five (5) business day period, if no owner has reclaimed the animal, the FHS will provide for the adoption, rescue placement, or humane disposition of the animal in accordance with its routine methods and procedures.

d. When an Animal Control Officer delivers an animal to the Shelter for impoundment and the animal does not bear an identification tag or microchip indicating the ownership of the animal and the animal is not suspected of rabies or has not bitten or otherwise exposed any person to rabies, FHS will impound the animal for a period of three (3) business days. Any animal not bearing identification will be held for a baseline period of three (3) business days to allow for an owner to come forward and reclaim the animal. After the three (3) business day period, if no owner has reclaimed the animal, the FHS will provide for the adoption, rescue placement, or humane disposition of the animal in accordance with its routine methods and procedures.

e. In the event that an impounded animal bearing identification (in accordance with sub-paragraph 3.c. above) or not bearing identification (in accordance with sub-paragraph 3.d above) is suspected of rabies, or which has bitten or otherwise potentially exposed any person to rabies, the animal may not be released to its owner until after a ten (10) calendar day impoundment period has elapsed. The ten (10) calendar day impoundment period may be reduced at the sole discretion of the Animal Control Officer.

4. Emergency Sheltering Services

a. FHS shall provide temporary care and sheltering of animals displaced or otherwise impacted, when requested to do so by the County's Emergency Management Director, during a locally declared state of emergency ("Emergency Sheltering Services"). In such situations, FHS agrees to provide intake, housing, feeding, and basic veterinary care of companion animals evacuated or displaced due to an emergency or disaster, including by providing staff or volunteers as necessary to provide these Emergency Sheltering Services. Emergency Sheltering Services will be provided at a location approved by FHS and the Emergency Management Director or designee. FHS shall coordinate such activities with the Emergency Management Director or designee. FHS shall maintain accurate records of animals sheltered during emergencies, including intake and disposition logs.

b. The COUNTY shall reimburse FHS (separately from the annual sum as provided in sub-paragraph 1.b above) for all eligible, reasonable, and necessary costs incurred in temporarily caring for and sheltering displaced animals in response to the local emergency. Eligible costs include: staff overtime and emergency hazard pay; temporary shelter set up, expansion, and breakdown; food, water, bedding, and other care supplies; veterinary supplies and basic treatment; and the rental of emergency equipment (including generators, auxiliary climate-control units, vehicles, or temporary housing structures), and any other operational costs directly attributed to the disaster response. The County shall process and issue reimbursement to FHS within thirty (30) calendar days of receiving an itemized invoice and supporting documentation. Reimbursements shall be contingent upon submission of detailed invoices and supporting documentation, compliant with state and federal standards for emergency public assistance including but not limited to

those outlined in the latest Federal Emergency Management Agency's Public Assistance Program and Policy Guide.

5. Extraordinary Circumstances

a. As provided herein, extraordinary circumstances shall be limited to those instances involving a high volume (twenty-five (25) or more) of animals from a single location or owner. FHS and County shall cooperatively determine whether an extraordinary circumstance exists.

b. This Agreement does not create an obligation for FHS to provide any services related to extraordinary circumstances occurring within unincorporated Flagler County.

c. Nothing contained herein shall prevent or preclude FHS from requesting assistance from the County, including financial assistance, for extraordinary circumstances not otherwise contemplated within this Agreement. Such extraordinary circumstances shall be reviewed on a case-by-case basis by the Board of County Commissioners at the next available public meeting of the Board when the request from FHS may be scheduled, and shall be subject to the Board's review of the extraordinary circumstances, including the ability of FHS to respond to the extraordinary circumstances through its own resources and its capacity to respond, and shall be subject to the Board's approval of any County assistance. The Board of County Commissioners may, as a condition of receiving County assistance, require FHS to provide itemized reports of the utilization of County assistance in a manner, format, and frequency as prescribed by the Board based on the extraordinary circumstance, its duration, and the extent of assistance provided by the County.

6. Invoicing and Payment Terms

FHS shall furnish invoices to the County, no more often than monthly, addressed as follows:

Flagler County Board of County Commissioners
Attn: Financial Services Department
1769 E. Moody Blvd, Building 2
Bunnell, FL 32110
Email: purchasing@flaglercounty.gov

FHS shall include with the invoice monthly activity reports with the information contained in Exhibit A, attached hereto. In addition, FHS will attach the file reports for the animal cases summarized on the data set cover page.

Because this Agreement represents a fixed monthly operational allocation, the COUNTY shall issue payment to FHS within thirty (30) calendar days of invoice receipt unless a dispute arises in which case the provisions of Florida's Local Government Prompt Payment Act apply. In the event of a disputed invoice amount, the COUNTY shall immediately pay the undisputed portion of the monthly payment, and notify FHS in writing of the specific disputed items within ten (10) calendar days.

7. Quarterly Animal Services Liaison Meeting

a. The COUNTY shall designate one county commissioner and one staff member to serve as liaisons to FHS, and the FHS Board shall designate one board member and one staff member to serve as liaisons to the COUNTY to oversee the scope and provision of Mandatory Services included in this Agreement. The COUNTY and FHS liaisons shall meet as many times as necessary but no less than quarterly to review contract performance including the monthly financial reports and animal intake reports described in

Exhibit A to this Agreement. The goal of the meetings is to provide timely communication and feedback between COUNTY and the FHS. Any concerns related to FHS performance under this Agreement shall be discussed in these meetings. FHS Board and staff shall respond to any animal control issues that are raised in the meeting in a prompt and comprehensive manner.

b. In addition, at no cost to the COUNTY, FHS will provide access and tours of the Shelter to county commissioners and staff, upon reasonable request and with a minimum of twenty-four (24) hours advance notice**,** during normal business hours and in a manner that does not disrupt shelter operations, veterinary medical procedures, or compromise facility bio-security.

8. Termination for Default

a. FHS shall be considered in material default of this Agreement, and such default shall be considered cause for COUNTY to terminate this Agreement as further set forth in this section, if FHS fails to properly and timely perform the Mandatory Services as agreed with the COUNTY or breaches any other provision of this Agreement. The COUNTY may terminate this Agreement for cause by providing written notice of termination to FHS at least sixty (60) calendar days prior to the termination date, which notice shall specify the details of the alleged default. FHS shall have thirty (30) calendar days from the receipt of such notice to cure the default. FHS shall remain entitled to receive standard monthly compensation during the entire sixty (60) calendar day notice period for services continuously rendered.

b. COUNTY shall be in material default of this Agreement, and such default shall be considered cause for FHS to terminate this Agreement as further set forth in this section, if COUNTY fails to properly and timely perform its obligations as described in this Agreement. FHS may terminate this Agreement for cause by providing written notice of termination to COUNTY at least sixty (60) calendar days prior to the termination date. FHS maintains the same remedies if the County is in material default. COUNTY shall have thirty (30) calendar days from the receipt of such notice to cure the default.

9. Termination for Convenience

This Agreement may only be terminated, in whole or in part, without cause by either PARTY upon ninety (90) calendar days written notice to the other PARTY. In the event of termination for convenience, FHS shall be compensated, as provided herein, for Services performed through the termination date.

10. Employees

a. FHS certifies it is an equal opportunity employer and FHS does not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans, and disabled individuals.

b. FHS shall not knowingly hire unauthorized aliens to provide Services under this Agreement. FHS agrees to conduct a Level 2 background screening on all Animal Control Officers working on behalf of the County. FHS further agrees not to employ or accept volunteer services from any individual who has been convicted of animal cruelty as defined in Section 828.12, Florida Statutes, as amended from time to time.

c. Individuals nominated by FHS to serve as Animal Control Officers for the COUNTY will have adequate training meeting the certification requirements of Section 828.27, Florida Statutes**,** and will maintain a level of continuing education required under Section 828.27(4), Florida Statutes. The COUNTY reserves the right in its sole discretion to decline to appoint FHS employees as Animal Control Officers or to revoke the status

of any Animal Control Officer for the COUNTY. The COUNTY must provide FHS with immediate written notice stating the specific grounds for any such decline to appoint or revocation of status decision.

d. When FHS receives a complaint regarding Animal Control Officers or the provision of Mandatory Services under this Agreement, FHS shall diligently investigate the situation and resolve it as appropriate. Within thirty (30) calendar days of receiving a complaint, FHS shall provide the County a copy of the complaint if it is in writing or a summary of the complaint if it is a verbal complaint, details of its investigation, and how it was resolved. Likewise, the COUNTY shall promptly forward to the FHS any written complaints it receives regarding the provision of the Mandatory Services by FHS under this Agreement.

11. Purchase of Fuel from the County

The COUNTY shall allow FHS to purchase fuel from the County system as a shared fleet cost-saving utility access agreement for FHS. Use of the County system shall be at the standard charges, procedures, and terms that are applied to other outside agencies. Should the charges not be promptly paid or procedures followed, the COUNTY shall reserve the right to deduct the amount owed from the payments described herein and discontinue providing such service to FHS.

12. Public Records

Pursuant to Section 119.0701(2), Florida Statutes, FHS shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by FHS in conjunction with this Agreement. Specifically, FHS must:

a. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services herein;

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 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 requirements for retaining public records and transfer at no cost to the COUNTY, all public records arising out of the provision of the Services which are in possession of FHS upon expiration or termination of this Agreement 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.

e. FHS shall be under no obligation to provide COUNTY access to non-public records in its possession.

f. For all non-financial operational records made or received in direct conjunction with the Services under this Agreement (such as animal intake, disposition, and field officer reports), FHS shall promptly provide the COUNTY with a copy of any public records request received by FHS and consult with the COUNTY to ensure the request is responded to in accordance with Chapter 119, Florida Statutes. FHS shall promptly provide the COUNTY with a copy of FHS's response to each such operational request. Failure to grant lawful public access to these non-exempt operational records shall constitute a material default, and the COUNTY shall be entitled to terminate this Agreement as provided herein.

IF FHS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES AS TO FHS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 313-4005, PUBLICRECORDS@FLAGLERCOUNTY.GOV, AND 1769 E. MOODY BLVD., BLDG. 2, BUNNELL, FL 32110.

13. Miscellaneous Provisions

a. County's Right to Enforce

COUNTY reserves the right to appoint its own Animal Control Officers with the powers to enforce the animal ordinances of the COUNTY and Florida Statutes relating to animals. When deemed necessary as it relates to public health, safety, and welfare, the COUNTY reserves the right to have its own Animal Control Officers take control of any situation relating to animal control services, and COUNTY agrees to provide written notice of same to FHS. The exercise of this right by the COUNTY shall not alter or reduce the fixed monthly compensation due to FHS under sub-paragraph 1.b above.

b. No Partnership

Nothing contained in this Agreement shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between COUNTY and FHS, and they are and shall remain independent one as to the other.

c. Notices

Any notices, demand, request or other instrument which may be or is required to be given under this Agreement shall be delivered in person, sent by United States Certified Mail, postage prepaid, or sent by a reputable overnight courier service, addressed to each PARTY at the address as hereinabove given. Any notice shall be deemed delivered upon hand delivery, three (3) business days after depositing in U.S. Mail, or one (1) business day after depositing such notice with a reputable overnight courier service. Either PARTY may designate another address by giving written notice to the other PARTY.

d. No Third-Party Beneficiaries

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than COUNTY and FHS, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of COUNTY and FHS and not for the benefit of any other party. Further, nothing herein shall be considered a waiver of the County’s sovereign immunity or as a consent by either PARTY to be sued by third parties.

e. Compliance with Law; Liability

FHS and the COUNTY shall comply with all applicable laws in performing their respective obligations and providing the Services under this Agreement. FHS agrees to hold harmless and indemnify the COUNTY for all claims, damages, or legal actions arising out of FHS' negligent or intentional acts or omissions in performing its obligations under this Agreement. To the extent permitted by law, and subject to the monetary limitations sovereign immunity protections set forth in Section 768.28, Florida Statutes, the COUNTY shall be responsible for any claims, damages, or legal actions resulting from the negligent acts or omissions of its own officers, employees, or agents while acting within the scope of their employment or designation under this Agreement. Nothing herein shall be construed as an over-extension of the COUNTY's liability beyond said statute.

f. Integration and Modification

This Agreement and Exhibit A set forth the entire agreement between the PARTIES with respect to the subject matter hereof. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon COUNTY or FHS unless reduced to writing and signed by both Parties.

g. Interpretation

This Agreement shall not be construed more strictly against one PARTY than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the PARTIES, it being recognized that both FHS and the COUNTY have contributed substantially and materially to the preparation hereof.

h. Successors and Assigns

Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the PARTIES, their legal representatives, successors, and assigns. FHS shall not assign this Agreement without written consent of the COUNTY.

i. **Force Majeure**

Neither PARTY shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, terrorism, hurricane, explosion, any emergency declaration under state law, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Section, is beyond the control and authority and without the fault or negligence of the PARTY seeking relief under this Section.

j. Binding Authority; Counterparts

Each PARTY hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. This Agreement may be executed in counterparts, but shall constitute but one Agreement binding upon all the Parties hereto.

k. Applicable Law, Venue

This Agreement, the rights and obligations of the PARTIES hereto, and any claim or dispute relating thereto shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Florida, except its conflict of law provisions. The exclusive jurisdiction and venue for resolving all issues relating to this Agreement shall be the Seventh Judicial Circuit in and for Flagler County, Florida. The parties waive the right to trial by jury and agree to a bench trial for any litigation arising out of this Agreement.

l. Partial Invalidity

If any provision of this Agreement or its Exhibit, or any application thereof to any person or circumstances shall, to any extent, be declared invalid by a tribunal of competent jurisdiction, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

m. Attorneys' Fees

In the event of a dispute arising directly or indirectly from the terms and purpose of this Agreement**,** each PARTY shall bear its own attorney's fees, paralegal fees, and legal costs, regardless of which PARTY prevails in said dispute.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives on the dates indicated below.

[*This space intentionally left blank; Signature page to follow.*]

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

_____

Leann Pennington, Chair

_____

Date

APPROVED AS TO FORM:

_____

Sean S. Moylan, Deputy County Attorney

[*This space intentionally left blank; Signature page to follow.*]

FLAGLER HUMANE SOCIETY, INC.

_____

Amy Carotenuto, Executive Director

_____

Date

ATTEST:

_____

Signature

_____

Print Name, Title

[*This space intentionally left blank; Exhibit A to follow.*]

EXHIBIT "A"

Reporting Requirements

On a monthly basis, FHS shall provide to the COUNTY an aggregated data summary report reflecting the intake and disposition metrics outlined on the following page. FHS may generate and attach these reports utilizing standard exports from its primary shelter database management software. Receipt of this summarized data packet shall satisfy the verification requirements necessary to process the corresponding monthly invoice for payment. Individual animal case file reports shall be maintained internally by FHS and made available to the COUNTY upon reasonable written request, or during scheduled quarterly liaison review meetings, to ensure operational efficiency and data security.

Flagler Humane Society Animal Control
Monthly Shelter Activity Report

From:_____ To:_____

SPECIES	INTAKE DATE	INTAKE TYPE	INTAKE SUBTYPE	FOUND ADDRESS	JURSIDICTION IN	OUTCOME

Flagler Humane Society Animal Control
Monthly Community Activity Report

From:_____ To:_____

EUTHANSIA NUMBERS	SICK	BEHAVIOR	AGE	SPACE	OTHER	TOTAL
DOGS						
CATS						
WILDLIFE						
OTHER						

AGREEMENT BY AND BETWEEN FLAGLER COUNTY, FLORIDA AND THE FLAGLER HUMANE SOCIETY, INC. FOR ANIMAL CONTROL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between Flagler County, with offices located at 1769 E. Moody Boulevard, Building 2, Bunnell, Florida 32110 (hereinafter referred to as "COUNTY"), and Flagler Humane Society, Inc., a Florida nonprofit corporation, with offices located at 1 Shelter Dr., Palm Coast, FL 32137 (hereinafter referred to as "FHS"), (collectively, "COUNTY" and "FHS" are hereinafter referred to as "PARTIES").

1. **Term of Agreement.** The term of this Agreement commences on October 1, 2025, and will terminate September 30, 2026.

2. **Compensation and Method of Payment.** FHS shall provide the animal control services described herein and in Exhibit "A", attached hereto and incorporated herein, (the "Services") to the COUNTY. The COUNTY shall make the following payments to FHS for Services provided as follows:

    a. Animal Control Services – COUNTY shall pay to FHS the sum of Two Hundred Fourteen Thousand Five Hundred Ninety-Nine Dollars ($214, 599.00) for the Services within the period between October 1, 2025, and September 30, 2026. This represents a 3% CPI increase over the previous agreement. Such payments shall be made in monthly installments in the amount of Seventeen Thousand Eight Hundred Eighty-Three Dollars and 25/100 Cents ($17,883.25) due and payable upon receiving a monthly invoice from FHS.

    b. Animal Shelter Services and Spay and Neuter Program – COUNTY agrees to pay FHS shelter (housing) costs based on the stray/holding period, as defined in Exhibit "A", and Spay and Neutering Program costs in the fee schedule listed below, up to an annual maximum cost to the COUNTY not to exceed One Hundred Six Thousand Dollars ($106,000). These fees shall be billed on a monthly basis, due and payable upon receiving a monthly invoice from FHS to include the data as described in Exhibit "B". On a monthly basis FHS shall report to COUNTY the total fees expended year to date. When the fees expended reach 90% of the contract amount FHS and COUNTY shall review the work and time remaining in the contract term and determine if there is sufficient funding remaining in the contract. If there is not sufficient funding to complete the contract, COUNTY shall either identify additional funding and execute an amendment to this Agreement or COUNTY will provide notice that the Agreement shall terminate when the contract not to exceed amount is reached.

    c. The fee schedule is as follows:

        i. One Hundred Fifty-Six Dollars ($156) per impounded animal.

        ii. Four Hundred Dollars ($400) per animal that is to be placed under quarantine or tested for rabies.

        iii. An additional Thirty Dollars ($30) per animal per day, plus medical costs, for animals involved in any litigation pending judge's order or court appearance.

iv. Seventy-Five Dollars ($75) per impounded wildlife and Seventy-Five Dollars ($75) per impounded livestock.

v. Thirty Dollars ($30) per animal dead on arrival.

vi. Owner in custody, hospital, or safehouse – One Hundred Fifty-Six Dollars ($156) per animal plus thirty dollars ($30) per day after 5 days, spay/neuter at FHS expense.

vii. Animals who give birth during stray period – One Hundred Fifty-Six Dollars ($156) per animal born.

viii. Spay/Neutering Service – Twenty-Five Dollars ($25) per sterilized animal.

d. Emergency Sheltering Services – COUNTY agrees to reimburse FHS for eligible, reasonable, and necessary costs incurred in the performance of providing temporary care and sheltering of animals displaced or otherwise impacted, when requested through the County's Emergency Operations Center, under a Local State of Emergency, including but not limited to hurricanes.

e. FHS shall send bills to Flagler County, Attn: BOCC Financial Services Department, 1769 E. Moody Blvd, Building 2, Bunnell, 32110. COUNTY agrees to pay FHS as stated herein for the Services within the period of time established by the Florida Prompt Payment Act after the receipt of an approved invoice therefor. COUNTY shall notify FHS in writing of any disputed amount contained on an invoice in accordance with the Florida Prompt Payment Act.

f. As authorized by Section 828.27(4)(b), Florida Statutes, and required by Section 5-27, Flagler County Code, a Five Dollar ($5.00) surcharge on each citation written by Animal Services is to be collected and distributed to FHS to help defray the cost of training for Animal Control Officers.

3. **Monthly Animal Services Liaison Meeting.** The COUNTY shall designate one commissioner and one staff member to serve as liaisons to FHS, and the FHS Board shall designate two board members and one staff member to serve as liaisons to COUNTY to oversee the scope of animal control and sheltering services included in this Agreement. The COUNTY and FHS liaisons shall meet on a monthly basis to review contract performance including the monthly financial report and animal intake report described in Exhibit B to this Agreement. The goal of the meetings is to provide timely communication and feedback between COUNTY and the FHS. Any concerns related to FHS performance under this Agreement shall be discussed in these meetings. FHS Board and staff shall respond to any animal control issues that are raised in the meeting in a prompt and comprehensive manner.

4. **Amendment.** This Agreement may be amended only in writing approved and signed by each PARTY. The PARTIES hereby agree to negotiate any necessary amendments to facilitate the uninterrupted provision of the Services provided for herein on a fair and just basis.

5. **Termination for Default.** FHS shall be considered in material default of this Agreement, and such default shall be considered cause for COUNTY to terminate this Agreement as further set forth in this section, if FHS fails to properly and timely perform the Services as agreed with

the COUNTY in Exhibit "A" or breaches any other provision of this Agreement. The COUNTY may terminate this Agreement for cause by providing written notice of termination to FHS at least forty-five (45) days prior to the termination date. If the COUNTY deems failure by FHS to properly and timely perform the Services as agreed, FHS agrees that it shall not be entitled to receive any further payments hereunder. COUNTY shall be in material default of this Agreement, and such default shall be considered cause for FHS to terminate this Agreement as further set forth in this section, if COUNTY fails to properly and timely perform its obligations as described in this Agreement. FHS may terminate this Agreement for cause by providing written notice of termination to COUNTY at least forty-five (45) days prior to the termination date.

6. **Termination for Convenience.** This Agreement may be terminated, in whole or in part, without cause by either PARTY upon one hundred twenty (120) days written notice to the other PARTY. In the event of termination for convenience, FHS shall be compensated, as provided herein, for Services performed through the termination date. FHS shall not be entitled to any other or further recovery against the COUNTY.

7. **Equal Opportunity Employer; Background Screening.**

   a. FHS certifies it is an equal opportunity employer and FHS does not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era and disabled individuals.

   b. FHS agrees to conduct a Level 2 background screening on all animal control officers working on behalf of the County. FHS further agrees not to employ or accept volunteer services from any individual who has been convicted of animal cruelty as defined in Section 828.12, Florida Statutes, as amended from time to time.

   c. Individuals nominated by FHS to serve as animal control officers for the COUNTY will have adequate training and will maintain a level of continuing education suitable for the industry. The COUNTY reserves the right in its sole discretion to decline to appoint FHS employees as animal control officers or to revoke the status of animal control officer for the COUNTY.

8. **Applicable Law/Venue.** This Agreement, the rights and obligations of the PARTIES hereto, and any claim or dispute relating thereto shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Florida, except its conflict of laws provisions. The exclusive jurisdiction and venue for resolving all issues relating to this Agreement shall be the Seventh Judicial Circuit in and for Flagler County, Florida.

9. **Successors and Assigns.** Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the PARTIES, their legal representatives, successors and assigners. FHS shall not assign this Agreement without written consent of the COUNTY.

10. **Entire Agreement.** This Agreement and the Exhibits hereto set forth the entire agreement between the PARTIES with respect to the subject matter hereof. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement

shall be binding upon COUNTY or FHS unless reduced to writing and signed by both PARTIES.

11. **Partial Invalidity.** If any provision of this Agreement or its Exhibits, or any application thereof to any person or circumstances shall, to any extent, be declared invalid by a tribunal of competent jurisdiction, the remainder of this Agreement or the application of such provision to persons or circumstances (other than those as to which it is held invalid) shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12. **Notices.** Any notices, demand, request or other instrument which may be or is required to be given under this Agreement shall be delivered in person, sent by United States Certified Mail, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to each PARTY at the address as hereinabove given. Any notice shall be deemed delivered upon hand delivery or three (3) business days after depositing in U.S. Mail, or one (1) business day after depositing such notice with a reputable overnight courier service. Either PARTY may designate another address by giving written notice to the other PARTY.

13. **No Partnership.** Nothing contained in this Agreement shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between COUNTY and FHS, and they are and shall remain independent one as to the other.

14. **Declaration.** FHS warrants it has not employed or retained any company or person, other than a bona fide employee of FHS to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for FHS any fee, commission, percentage, gift or other considerations contingent upon or resulting from the award or making of this Agreement. FHS shall not knowingly hire unauthorized aliens to provide Services under this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the funds provided to FHS hereunder, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

15. **No Third-Party Beneficiaries.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than COUNTY and FHS, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of COUNTY and FHS and not for the benefit of any other party.

16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the PARTIES hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all the PARTIES hereto.

17. **Public Records.** Pursuant to Section 119.0701(2), Florida Statutes, FHS shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the FHS in conjunction with this Agreement. Specifically, FHS must:

    a. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the Services herein, including but not limited to: meeting notes, correspondences, memos, certifications, and invoices;

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 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; and

d. Meet all requirements for retaining public records and transfer at no cost to the COUNTY all public records in possession of FHS upon termination of this Agreement 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.

In performing the requirements herein, FHS shall promptly provide the COUNTY with a copy of any request to inspect or to copy public records in possession of FHS and consult with the COUNTY to ensure the request is responded to in accordance with the law. FHS shall promptly provide the COUNTY with a copy of FHS's response to each such request. Failure to grant such public access shall constitute a material default, and the COUNTY shall be entitled to terminate this Agreement as provided herein and to pursue any other remedies against FHS available in equity or law.

IF FHS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FHS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 313-4005, PUBLIC RECORDS@FLAGLERCOUNTY.GOV, AND 1769 E. MOODY BLVD., BLDG. 2, BUNNELL, FL 32110.

18. **Interpretation.** This Agreement shall not be construed more strictly against one PARTY than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the PARTIES, it being recognized that both FHS and the COUNTY have contributed substantially and materially to the preparation hereof.

19. **Force Majeure.** Neither PARTY shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, terrorism, hurricane, explosion, any emergency declaration under state law, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and authority and without the fault or negligence of the PARTY seeking relief under this Section.

20. **Binding Authority.** Each PARTY hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

21. **Attorneys' Fees.** In the event of a dispute arising directly or indirectly from the terms and purpose of this Agreement, the prevailing PARTY shall be entitled to recovery of all reasonable attorney's fees, paralegal fees, and costs.

22. **Liability.** FHS shall comply with all applicable laws in providing the Services to the COUNTY under this Agreement. The FHS agrees to hold harmless and indemnify the COUNTY for all claims, damages, or legal actions arising out of FHS' negligent or intentional acts or omissions in performing its obligations under this Agreement.

23. **County's Right to Enforce.** COUNTY reserves the right to appoint its own animal control officers with the powers to enforce the animal ordinances of the COUNTY and Florida Statutes relating to animals. When deemed necessary as it relates to the public health, safety, and welfare, the COUNTY reserves the right to have its own animal control officers take control of any situation relating to animal control services, and COUNTY agrees to provide written notice of same to FHS.

24. **Purchase of Fuel from the County.** The COUNTY shall continue to allow the FHS to purchase fuel from the COUNTY system as an in-kind cost saving measure to FHS. Use of the COUNTY system shall be at the standard charges, procedures and terms that are applied to other outside agencies. Should the charges not be promptly paid or procedures followed the COUNTY shall reserve the right to deduct the amount owed from the payments described herein and discontinue providing such service to FHS.

[This space intentionally left blank; signature pages to follow.]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives on the dates indicated below.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Andrew S. Dance, Chair

Date: 9/15/2025

ATTEST:

D.C.

Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan Date: 2025.09.08 15:50:45 -04'00'

Sean S. Moylan, Deputy County Attorney

[This space intentionally left blank; signature page to follow.]

FLAGLER HUMANE SOCIETY, INC.

Amy Carotenuto, Executive Director

Date: 9-16-25

ATTEST:

MaryAnn Michaels
Signature

MARYANN MICHAELS
Print Name, Title
ANIMAL CONTROL DISPATCHER

[This space intentionally left blank; exhibits to follow.]

EXHIBIT "A"

Scope of Services

1. Animal Control Services

Flagler Humane Society, Inc. (hereinafter, "FHS") agrees to provide animal control services in the geographical area comprised of the unincorporated areas of Flagler County to include neglected and abused animals as well as the impoundment of stray and nuisance animals and the issuance of citations according to Chapter 5 of the Flagler County Code/Ordinances and Florida Statutes relating to animals.

a. Animal Control Officers and personnel will be employed by FHS and shall be duly certified as Animal Control Officers in accordance with Section 828.27, Florida Statues. Animal Control Officers shall not have, nor shall they engage in, a conflict of interest and shall at all times disclose any potential conflict to the chief executive officers of FHS.

b. FHS animal control vehicles shall be marked as such and have a vehicle identification number. All Animal Control Officers shall possess an identification badge containing the officer's name and picture. This badge must be shown upon request at all times when on duty and /or at all times while performing duties of an Animal Control Officer.

c. Animal Control Officers shall conduct routine patrols in the areas serviced as part of their normal duties. FHS will, during the term of this Agreement, continue to cooperate with the COUNTY to establish a routine patrol schedule best designated to meet the needs of the COUNTY and the communities within the COUNTY.

d. Animal control services coverage must be provided seven (7) days per week, eight (8) hours per day. These hours shall be based on the historical trends and/or of the busiest time(s) for animal service calls/needs..

    i. Emergency after-hours coverage must be provided when the animal control officers are off duty. Emergencies may include, but are not limited to, an injured live animal, an animal attack/bite, and aggressive animals.

    ii. After hours response shall be at the discretion of the on-call/Animal Control Officer and shall be for emergencies only.

e. The County Attorney will represent Animal Control Officers in any proceedings arising from the enforcement of related ordinances and statues as referred to within this Agreement.

2. Animal Shelter Facilities for Impounded Animals

FHS shall operate animal shelter facilities in Flagler County for placement of impounded animals pursuant to the terms of this Agreement. FHS shall perform preventative and scheduled maintenance, as well as other cleaning measures, to promote healthy behaviors, protect against injuries and environmental hazards, and prevent the spread of diseases and illnesses.

a. The COUNTY shall have the right to inspect the facility at any time during normal operating hours.

b. Healthy impounded animals shall be held for three (3) days to allow an owner to reclaim them prior to being placed for adoption or euthanasia, unless the animal's owner has been identified in which case the animal will be held for five (5) days. Notwithstanding the foregoing, puppies and kittens under six (6) months of age will only be held for twenty-four (24) hours prior to being placed for adoption.

c. To the extent possible, attempts should be made to place for adoption healthy impound animals.

3. Spay & Neuter Rebate Program

FHS shall implement its Spay & Neuter Rebate Program, and the COUNTY shall sponsor the program for Flagler County residents and shall reimburse FHS in accordance with this Agreement.

4. Emergency Sheltering Services

FHS shall operate emergency shelter services by providing temporary care and sheltering of animals displaced or otherwise impacted, when requested through the County's Emergency Operations Center, under a Local State of Emergency, including but not limited to hurricanes.

FHS agrees to provide the following, upon request by Flagler County Emergency Management:

- Intake, housing, feeding, and basic veterinary care of companion animals (e.g., dogs, cats) evacuated or displaced due to an emergency or disaster.
- Coordination with County Emergency Management.
- Maintenance of accurate records of animals sheltered, including intake and disposition logs.
- Provision of staff or volunteers to operate emergency shelter facilities as necessary.

COUNTY agrees to reimburse FHS for eligible, reasonable, and necessary costs incurred in the performance of services under this section.

Eligible costs include:

- Staff overtime and emergency pay
- Temporary shelter setup or expansion
- Food, water, bedding, and other care supplies
- Veterinary supplies and basic treatment
- Equipment rental for transportation of animals

All reimbursements shall be contingent upon:

- Submission of detailed invoices with supporting documentation
- Compliance with federal and state cost reasonableness, documentation requirements, and standards, including but not limited to those required by the Federal Emergency Management Agency, or its successor.
- Approval by County Emergency Management

5. Service Delivery Improvement

At no additional cost to the COUNTY, the FHS will work with and receive animals from all communities/municipalities within the County on the same or similar terms as with the COUNTY. COUNTY acknowledges that FHS is open to the public during normal business hours. FHS will provide access including tours of the kennel facility for COUNTY commissioners and staff, upon request, during normal business hours.

[This space intentionally left blank; Exhibit B to follow.]

EXHIBIT "B"

Reporting Requirements

Reporting Requirements – On a monthly basis, FHS shall provide to COUNTY a report containing the data sets on the following page, in the format depicted, along with the corresponding invoice in order to receive payment. In addition, FHS will attach the file reports for the animal cases summarized on the data set cover page.

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Flagler Humane Society Animal Control Monthly Shelter Activity Report

From _____ To_____

SPECIES	INTAKE DATE	INTAKE TYPE	INTAKE SUBTYPE	FOUND ADDRESS	JURISDICTION IN	OUTCOME TYPE
Sample Dogs	0/0/20--	Stray	Animal Control Pick up	Mango Ave	Unincorporated Flagler	Adoption

Flagler Humane Society Animal Control Monthly Community Activity Report

From _____ To _____

EUTHANASIA NUMBERS	Sick	Behavior	Age	Space	Other	Total
Dogs						
Cats						
Wildlife						
Other						
Total						

Flagler Humane Society Animal Shelter Services and Spay and Neuter Program Monthly Financial Report

From _____ To_____

Annual Maximum Fee: Animal Shelter Services and Spay and Neuter Program $90,000

Fees Invoiced through Current Month End _____

% of Fees Expended and Invoiced Year to Date _____

AMENDMENT #1 Contract # Humane Society - 2025

This Amendment, entered into between Flagler County Board of County Commissioners, hereafter referred to as "County", and Flagler Humane Society, Inc, hereafter referred to as the "Supplier", for Animal Control Services, amends Contract # Humane Society - 2025.

In accordance with Section 2b of the Contract, the parties mutually agree to the following modifications:

The current total contract cost is $320,599.00. The amendment increase that amount by 10 percent (an additional $32,059.90). This increase of $32,059.90 applies only to Section 2b of the agreement, which covers animal shelter services and the spay and neuter program. The new not-to-exceed amount for animal shelter services spay and neuter program is $138,059.90. The new total contract cost is $352,658.90.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level and criteria specified in the contract.

This amendment will begin on August 14, 2026, or the last date signed, whichever is later, and end on termination or expiration of the contract. This amendment is hereby made a part of the Contract # Humane Society - 2025.

SUPPLIER: Flagler Humane Society, Inc.

SIGNED BY: _____

PRINTED NAME: Amy W. Carbenito

TITLE: Executive Director

DATE: 8-14-26

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNED BY: _____

PRINTED NAME: Adam Mengel

TITLE: Interim County Administrator

DATE: 10/12/2026

Not valid until signed and dated by both parties

AMENDMENT #2

Contract # Humane Society - 2025

This Amendment, entered into between Flagler County Board of County Comrnissioners, hereafter referred to as "County", and Flagler Humane Society, Inc, hereafter referred to as the "Supplier", for Animal Control Services, amends Contract # Humane Society - 2025.

In accordance with Section 2b of the Contract, the parties mutually agree to extend Contract # Humane Society – 2025 through October 20, 2026 under the current terms, conditions, and fee schedule. If a new contract is executed, the rates in that agreement will be honored effective October 1, 2026. For any charges incurred on or after October 1, 2026 that were previously reimbursed at the old rates, the County will pay the difference once the new contract is in place. The fee schedule is outlined in Exhibit A. This extension will automatically terminate upon execution of any new agreement.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level and criteria specified in the contract.

This amendment will begin on September 25, 2026, or the last date signed, whichever is later, and end upon termination, or expiration of the contract, or execution of a new agreement. This amendment is hereby made a part of the Contract # Humane Society - 2025.

SUPPLIER: Flagler Humane Society, Inc.

SIGNED BY: _____

PRINTED NAME: Amy W. Carbonaro

TITLE: Executive Director

DATE: 9-28-26

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNED BY: _____

PRINTED NAME: Adam Mengel

TITLE: Interim County Administrator

DATE: 9-28-26

Not valid until signed and dated by both parties

Exhibit A – Fee Schedule

A. If no new agreement is reached, the incurred fees between October 1, 2026 and October 20, 2026 will be assessed at the original fee schedule.
   1. One Hundred Fifty-Six Dollars ($156) per impounded animal
   2. Four Hundred Dollars ($400) per animal that is be placed under quarantine or tested for rabies
   3. An additional Thirty Dollars ($30) per animal per day, plus medical costs, for animals involved in litigation pending judge's order or court appearance
   4. Seventy-Five Dollars ($75) per impounded wildlife and Seventy-Five Dollars ($75) per impounded livestock
   5. Thirty Dollars ($30) per animal dead on arrival
   6. Owner in custody, hospital, or safehouse – One Hundred Fifty-Six Dollars ($156) per animal plus Thirty Dollars ($30) per day after five (5) days, spay/neuter at FHS expense
   7. Animals who give birth during stray period – One Hundred Fifty-Six Dollars ($156) per animal born
   8. Spay/Neutering Service – Twenty-Five Dollars ($25) per sterilized animal

B. If a new agreement is reached, the County will pay the difference for any charges incurred between October 1, 2026 and October 20, 2026 which were previously reimbursed at the old rates.
   1. Three Hundred Dollars ($300) per impounded animal
   2. Five Hundred Dollars ($500) per quarantined or rabies-tested animal up to Thirty (30) pounds, and Seven Hundred Fifty Dollars ($750) per animal over Thirty (30) pounds
   3. An additional Thirty Dollars ($30) per animal per day, plus medical costs, for animals held pending litigation or court action
   4. One Hundred Fifty Dollars ($150) per impounded wildlife and One Hundred Fifty Dollars ($150) per impounded livestock, except poultry and pocket pets, which are Fifty Dollars ($50) per animal
   5. Forty Dollars ($40) per animal dead on arrival
   6. Owner in custody, hospital, or safehouse: Three Hundred Dollars ($300) per animal, plus an additional Thirty Dollars ($30) per day after Five (5) days, and Eighty-Five Dollars ($85) for spay/neuter performed by FHS
   7. Three Hundred Dollars ($300) per animal born to a mother that gives birth during the stray period

8. Spay/neuter services: Eighty-Five Dollars ($85) per sterilized animal.
9. TNR services: $150 to sterilize, vaccinate (rabies and FVRCP), and ear-notch feral cats, then return them to their place of origin.