



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Personal Services	_____	_____	_____	_____	_____
Operating Expenses	_____	_____	_____	_____	_____
Capital Outlay	_____	_____	_____	_____	_____
Grants & Aids	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	*	_____	_____	_____	_____

**# ADDITIONAL FTE**

POSITIONS (Cumulative)	0	0	0	0	0
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Is Item Included In Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Is this item using Federal Funds? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Is this item using State Funds? Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account Exp No: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Obj. \_\_\_\_\_  
 Rev No: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Rev. \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

\*The fiscal impact is undetermined at this time. The County, in its sole discretion, may elect to reimburse the Foundation for capital improvements that it makes on behalf of the County up to a maximum of two hundred and fifty thousand dollars per project.

C. Departmental Fiscal Review: \_\_\_\_\_ *[Signature]* 1/22/26

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

*[Signature]* 1/28/2025 *[Signature]* 2/2/26  
 OFMB *[Signature]* 1/28  
 Contract Dev. And Control 2.2.26

**B. Legal Sufficiency:**

*[Signature]*  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.

Florida Department of State  
Division of Corporations  
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To:

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Fax Number : (850)617-6381

From:

Account Name : NASON, YEAGER, GERSON, WHITE & LIOCE, P.A.  
Account Number : 073222003555  
Phone : (561)686-3307  
Fax Number : (561)290-1590

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: jgrand@ffhumane.org

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**FLORIDA PROFIT/NON PROFIT CORPORATION**  
**PBC Animal Services Foundation, Inc.**

Certificate of Status	0
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STATE OF FLORIDA  
NON-PROFIT CORPORATION

ARTICLES OF INCORPORATION OF  
PBC ANIMAL SERVICES FOUNDATION, INC.

The undersigned acting as incorporators of a corporation under Chapter 617, Florida Statutes, as amended (the "Act"), adopt the following Articles of Incorporation for such corporation:

FIRST: Name. The name of the corporation is PBC Animal Services Foundation, Inc. (the "Corporation").

SECOND: Principal Office. The mailing address and street address of the principal office of the Corporation is:

7100 Belvedere Road  
West Palm Beach, FL 33411

THIRD: Duration. The period of its duration is perpetual.

FOURTH: Purpose. The Corporation is organized and shall be operated exclusively for charitable, scientific, and/or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. The purpose of the Corporation shall be to: generate supplemental resources, undertake programs and projects, and otherwise lessen the burdens on government by supporting the Palm Beach County Public Safety Department, Division of Animal Care and Control ("Department"), and its programs, services, and facilities, public outreach and education, special projects, and special events, in coordination with the Department and in furtherance of its priorities, and generally advocating for companion animals and promoting animal welfare education and initiatives, and any and all related charitable purposes. The Corporation may do any other act or thing incidental to or connected with the foregoing purposes, or in the advancement thereof, but not for the pecuniary profit or gain of its members, directors, advisors or officers, except as permitted under the Act. In furtherance of its corporate purposes, the Corporation shall have all general powers enumerated in the Act, or any successor provisions thereto.

FIFTH: Exempt Status. Provisions for the regulation of the internal affairs of the Corporation, including provisions for the distribution of assets on dissolution or final liquidation, are:

(a) The Corporation shall be a non-profit corporation and shall have no authority to issue capital stock.

(b) The Corporation shall not be a membership corporation, but shall be operated, managed and controlled solely by its board of directors (the "Board of Directors").

(c) The affairs and business of the Corporation shall be managed by a Board of Directors having at least three (3) directors (each, a "Director"). Each member of the Board of Directors shall have one vote. The directors and officers of the Corporation, terms of office, method of selection, respective duties, and all things pertaining thereto, are defined and established by the bylaws of the Corporation (as amended and in effect, the "Bylaws").

(d) Without in any way limiting the foregoing, the Corporation shall have those powers granted by the Act.

(e) No part of the assets of the Corporation and no part of any net earnings of the Corporation shall be divided among or inure to the benefit of any member, officer, or director of the Corporation or any private individual or be appropriated for any purposes other than the purposes of the Corporation as herein set forth; and no substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation except to the extent that the Corporation makes expenditures for purposes of influencing legislation in conformity with the requirements of Section 501(h) of the Internal Revenue Code; and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles of Incorporation or the by-laws of the Corporation, the Corporation shall not carry on any activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (2) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

(f) Except as otherwise provided by law, the Corporation may at any time dissolve by the affirmative vote of two-thirds of the Board of Directors. Upon the liquidation or dissolution of the Corporation, after payment of all of the liabilities of the Corporation or due provision therefor, all of the assets of the Corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or shall be distributed to a federal, state, or local government, for a public purpose.

(g) In the event the Corporation is a private foundation as that term is defined in Section 509 of the Internal Revenue Code, then notwithstanding any other provisions of the Articles of Incorporation or the by-laws of the Corporation, the following provisions shall apply for the period in which the Corporation is so deemed:

(i). The Corporation shall distribute the income of each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code.

(ii). The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; nor retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code; nor make any investments in such manner as to incur tax liability under Section 4944 of the Internal Revenue Code; nor make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

(h) Except as may otherwise be required by law, the Corporation may, at any time, by the affirmative vote of two-thirds of the Board of Directors, merge or consolidate with or into any corporation in such manner that the surviving corporation is organized and operated exclusively for charitable, educational and/or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code.

(i) All references herein: (i) to the Internal Revenue Code shall be deemed to refer to the Internal Revenue Code of 1986, as now in force or hereafter amended; and (ii) to particular sections of the Internal Revenue Code shall be deemed to refer to similar or successor provisions hereafter adopted.

SIXTH: Initial Directors. The following are the names and addresses of each initial Director:

Stephanie Sejnoha, <i>ex officio</i>	20 S. Military Trail West Palm Beach, FL 33415
Janet Steele, <i>ex officio</i>	7100 Belvedere Rd. West Palm Beach, FL 33411
Jason Gluck	7100 Belvedere Rd. West Palm Beach, FL 33411
Therese Mercentes	7100 Belvedere Rd. West Palm Beach, FL 33411
Jess Grand	7100 Belvedere Rd. West Palm Beach, FL 33411

SEVENTH: Registered Agent. The name and street address of the registered agent is:

Nason Yeager Gerson Harris & Fumero, P.A.  
3001 PGA Boulevard, Suite 305  
Palm Beach Gardens, Florida 33410

EIGHTH: Incorporator. The name and address of the incorporator to these Articles of Incorporation is:

Nason Yeager Gerson Harris & Fumero, P.A.  
3001 PGA Boulevard, Suite 305  
Palm Beach Gardens, Florida 33410

NINTH: Indemnification. Each person (including here and hereinafter, the heirs, executors, administrators, or estate of such person) (a) who is or was a member, Director, advisor, trustee or officer of the Corporation, (b) who is or was an agent or employee of the

Corporation and as to whom the Corporation has agreed to grant such indemnity hereunder, or (c) who is or was serving at the request of the Corporation as its representative in the position of a member, Director, advisor, officer, trustee, partner, agent, or employee of another corporation, partnership, joint venture, trust or other enterprise and to whom the Corporation has agreed to grant such indemnity hereunder, shall be indemnified by the Corporation as of right to the fullest extent permitted or authorized by current or future legislation or by current or future judicial or administrative decision (but, in the case of any future legislation or decision, only to the extent that it permits the Corporation to provide broader indemnification rights than permitted prior to the legislation or decision), against fines, liabilities, settlements, losses, damages, costs and expenses, including attorney fees, asserted against him or her or incurred by him or her in his or her capacity as such member, Director, advisor, officer, trustee, partner, agent, employee or representative. The foregoing right of indemnification shall not be exclusive of other rights to which those seeking indemnification may be entitled. The Corporation may maintain insurance, at its expense, to protect itself and any such person against any such fine, liability, cost or expense, including attorneys' fees, whether or not the Corporation would have the legal power to directly indemnify him or her against such liability.

Costs, charges and expenses (including attorneys' fees) incurred by a person referred to in paragraph 1 of this Article in defending a civil or criminal suit, action or proceeding may be paid (and, in the case of any Directors or advisors of the Corporation, shall be paid) by the Corporation in advance of the final disposition thereof upon receipt of an undertaking to repay all amounts advanced if it is ultimately determined that the person is not entitled to be indemnified by the Corporation as authorized by this Article, and upon satisfaction of other conditions established from time to time by the Board of Directors or required by current or future legislation (but, with respect to future legislation, only to the extent that it provides conditions less burdensome than those previously provided).

If this Article or any portion of it is invalidated on any ground by a court of competent jurisdiction, the Corporation nevertheless indemnifies each director, advisor and officer and employee of the Corporation to the fullest extent permitted by all portions of this Article that have not been invalidated and to the fullest extent permitted by law.

*[This space intentionally left blank. Signatures on following page.]*

*Having been named as registered agent and to accept service of process for the above stated Corporation at the place designated in this certificate, I, on behalf of Nason Yeager Gerson Garris & Fumero, P.A. (the "Firm"). Hereby state the Firm is familiar with and accepts the Corporation's appointment of the Firm as its registered agent and agrees to act in this capacity.*

NASON YEAGER GERSON HARRIS & FUMERO, P.A.

By: *Philip M. DiComo*  
Philip M. DiComo, Esq.

Date: January 2, 2026

*On behalf of the Firm, I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.*

NASON YEAGER GERSON HARRIS & FUMERO, P.A.

By: *Philip M. DiComo*  
Philip M. DiComo, Esq.

Date: January 2, 2026

**NONGOVERNMENTAL ENTITY HUMAN  
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)  
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of The Humane Society of Greater Jupiter Tequesta dba Furry Friends Adoption, Clinic & Ranch (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

[Signature]  
(signature of officer or representative)

Jason Gluck  
(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of  physical presence or  online notarization this, 26<sup>th</sup> day of June, 2024, by Jason Gluck.

Personally known  OR produced identification

Type of identification produced FL DL

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 07/31/2027  
State of Florida at large



(Notary Seal)

**AGREEMENT BETWEEN THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
AND THE PBC ANIMAL SERVICES FOUNDATION, INC.**

**THIS AGREEMENT** ("Agreement") is made and entered into as of this 3 day of March, 2026 by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the **PBC ANIMAL SERVICES FOUNDATION, INC.**, a Florida not-for-profit corporation, ("Foundation"), hereinafter referred to collectively as "the Parties."

**WITNESSETH:**

**WHEREAS**, the County, through its Public Safety Department, Division of Animal Care and Control, is responsible for protecting public safety and promoting animal welfare through sheltering, adoption, enforcement, medical services, and community education; and

**WHEREAS**, the Foundation, formed on January 2, 2026, is formed for the exempt purpose of generating supplemental resources, undertaking programs and projects, and supporting the Palm Beach County, Public Safety Department, Division of Animal Care and Control, programs, services, and facilities, public outreach and education, special projects, and special events; and

**WHEREAS**, the Foundation is an independent organization recognized as tax exempt as a public charity under Section 501(c)(3) of the Internal Revenue Code and operates as a legal entity separate from the County governed by an independently elected Board of Directors; and

**WHEREAS**, the County wishes to formalize a public-private partnership among the Parties in order to accomplish their separate and collective missions, optimize resources, and to eliminate duplication of efforts in the conduct of their affairs; and

**WHEREAS**, the County recognizes that the success of this relationship is enhanced by mutual cooperation and support; and

**WHEREAS**, the County and the Foundation wish to have their respective representatives assist each other to the fullest extent possible and reasonable for the benefits of their respective missions; and

**WHEREAS**, the County and Foundation wishes to clearly define their respective roles for effective and efficient delivery of services.

**NOW THEREFORE**, in consideration of the mutual covenants, obligation, and agreements herein contained, the Parties agree as follows:

## DEFINITIONS

1. **Public-private partnership** - A collaboration between a governmental entity and a private-sector corporation, typically of a long-term nature involving government and business working together to complete a project(s) and/or to provide services.
1. **Director** – Director of the Palm Beach County Public Safety Department, or their designee.
2. **Department** - Public Safety Department, Division of Animal Care and Control.

## Article I. Foundation Representations/Responsibilities

### Section 1.01 The Foundation shall:

- (a) Operate for the duration of this Agreement to support the Department’s mission, vision, and goals;
- (b) Not attempt to manage, control, or interfere with the day to day operations of the Department;
- (c) Operate as a separate legal entity from the County;
- (d) Maintain status as a tax-exempt charitable organization under federal laws and materially comply with state solicitation laws and the Florida Not For Profit Corporation Act;
- (e) Be principally responsible for efforts to solicit donations of money or in-kind contributions that support the Department’s mission, vision, and goals; and
- (f) Give adequate notice in advance of requesting office/meeting space at 7100 Belvedere Rd., West Palm Beach, FL 33461 or within another available county property.

## Article II. County Representation/Responsibilities

### Section 2.01 The County Shall:

- (a) Not attempt to manage, control, or interfere with the day to day operations of the Foundation, its Board of Directors, and staff;
- (b) As budget permits, provide the Foundation access to a designated Department employee(s) to be a liaison to the Foundation for communication purposes and general assistance to the Foundation’s Board of Directors, staff, and volunteers;
- (c) As budget and availability permits, provide the Foundation non-exclusive access to air conditioned office/meeting space located at 7100 Belvedere Rd., West Palm Beach, FL 33461, or within an available county property at no charge to the Foundation. In addition, the Department may provide at no cost to Foundation access to furnishings,

computer, phone, multi-function copy device, and internet access. Access to meeting/office space and any furnishings and/or equipment provided by the County shall be used solely and exclusively to conduct the Foundation's board meetings, day to day operations, and fundraising business by its Board of Directors, staff, and volunteers;

- (d) The Director shall be the final authority as to the operation, use, and occupancy of the designated office/meeting space at a county property under the terms and conditions of this Agreement and the right to resolve any disputes that may arise, so long as such resolution does not require or result in any act that constitutes a breach of this Agreement by either the County or the Foundation. The Foundation shall make every reasonable effort to cooperate with Department employees and to facilitate performance of this Agreement;
- (e) Regarding any disagreement between the parties related to this Section 2.01, the Director's decision shall be final and binding.

### **Article III. General Operating Procedure**

**Section 3.01** The responsibility for the governance of the Foundation, including investment of gifts and endowments, resides with the Foundation's Board of Directors.

**Section 3.02** The Foundation shall provide the County with copies of all enabling documents including the Articles of Incorporation, Bylaws, and any amendments to these documents.

**Section 3.03** The Foundation President, or designee, shall act on behalf of the Foundation in all matters pertaining to this Agreement and shall be the contract administrator of this Agreement.

**Section 3.04** The Foundation President, or designee, shall be responsible to carry out the provisions of this Agreement.

**Section 3.05** To avoid misunderstandings or miscommunication, improve management, optimize resources, increase and eliminate duplication of efforts in the conduct of their affairs so as to better accomplish their separate and collective missions, the Foundation President, or designee, will communicate the Foundation's needs, concerns, and suggestions directly with the Director, or designee, and the Director, or designee, will communicate the County's needs, concerns, and suggestions directly with the Foundation President, or designee. Both the County and Foundation understand that open dialogue and communication between the Parties is necessary and encouraged.

**Section 3.06** The Director, or designee, shall act on behalf of the County in all matters pertaining to this Agreement and shall be the contract administrator of this Agreement.

**Section 3.07** The Director is authorized and directed to act on the County's behalf in carrying out the provisions of this Agreement.

**Section 3.08** The Foundation shall, in accordance with its bylaws, elect a Board of Directors and an Executive Committee. The Foundation shall use best practices for non-profit entities from local and national industry leaders in the identification, recommendation, and recruitment of individuals to the Board of Directors.

**Section 3.09** The Director, or designee, may, but is not obligated to, serve as an ex-officio and non-voting member of the Foundation's Board of Directors.

**Section 3.10** The Foundation shall adopt, maintain, and enforce a written conflict-of-interest policy consistent with applicable federal and state law and nonprofit governance best practices.

#### **Article IV. Financial Procedures**

**Section 4.01** The Foundation shall execute all financial commitments and expenditures consistent with pertinent policies, plans, and budget approved by the Foundation's governing board and consistent with the Department's mission, vision, and goals. Funds raised to support and improve programs, services, and facilities, public outreach and education, special projects, and special events of the Palm Beach County Division of Animal Care and Control shall be used only for such designated purpose.

**Section 4.02** The Foundation shall maintain its books in accordance with generally accepted accounting principles.

**Section 4.03** The Foundation shall conduct an annual, independent audit, pursuant to the requirements of the Florida Solicitation of Contributions Act, as such may be amended from time to time. The audit shall include, but not limited to its operating account and records, including all books, records, bank accounts, and accounting statements.

**Section 4.04** The County has the right to conduct, but not the obligation, annual compliance reviews of the use of donated funds with the purpose to ensure that dispositions of donated funds have complied with the purposes and restrictions set forth by the donors/and or Foundation. Following the compliance review, a written report of the results of such review shall be provided by the County to the Foundation.

**Section 4.05** Consistent with the requirements of Chapter 496 of the Florida Statutes, the Foundation shall provide the Director an annual report that shall include:

- (a) a summary narrative description of the Foundation's activities and the funding amounts provided to the County;
- (b) a list of Foundation board members and their addresses;
- (c) financial statements, which shall be audited if required by law;
- (d) form 990 including all attachments as filed with the Internal Revenue Service; and

- (e) financial report form as filed with the Florida Department of Agriculture and Consumer Services, pursuant to the requirements of Florida Statutes section 496.407.

#### **Article V. Fundraising**

**Section 5.01** The Foundation shall:

- (a) establish giving policies and guidelines in prudent management of its business and affairs in accordance with the requirements for tax-exempt entities under Section 501(c)(3) of the Tax Code, as may be amended; and those governing charitable solicitations and charitable gift annuity issuance;
- (b) create an environment and culture, in collaboration and cooperation with the Department, that is conducive to increasing levels of private contributions to support the mission and priorities of the Department;
- (c) design, coordinate, and implement programs and procedures to solicit in-kind and financial contributions, includes sponsorship of Foundation activities, to further the purposes and priorities of the Department;
- (d) receive, hold, invest, manage, use, dispose of, and administer contributions for the benefit of the Department and for purposes not in conflict with the Department's priorities, projects and/or programs operated by the Department;
- (e) seek introductions and cooperatively collaborate with the Department's leadership team to maximize common individual and corporate relationships to advance fundraising efforts;
- (f) advise donors the Foundation is a separate, legal tax entity organized for the purpose of encouraging voluntary, private gifts, trust, and bequests for the benefit of the Department;
- (g) advise donors the responsibility for the governance of the Foundation, including investment of gifts and endowments, resides with the Foundation Board of Directors;
- (h) manage and use all contributions in accordance with the expressed written intent of the donor and/or grantor;
- (i) advise donor that any restrictive terms and conditions, including naming rights, the donor attaches to the contribution for the Department is subject to approval by the County;
- (j) not apply for grants from Federal or State agencies and authorities without the prior approval of the Director, or designee;
- (k) clearly identify the source of any required matching funds, department or private, and secure such funds prior to requesting a grant;
- (l) provide the Department with grant pass-through opportunities limited to when the Foundation is not directly pursuing the funding; and
- (m) own and maintain donor, volunteer, and provider records resulting from the Foundation's development and fundraising activities, and take reasonable steps

to protect the donor and provider records, and adopt industry best practices regarding data gathering, maintenance, securities, and release.

#### **Article VI. Fundraising Activities**

**Section 6.01** Annually, as part of the budget process the Director shall provide the Foundation President with a prioritized master list of specific projects to include: proposed renderings and specifications, approximate cost, and estimated timeline of completion. The Foundation will review and select projects to sponsor from the prioritized list and in turn, shall establish a compatible fundraising plan with anticipated timeline which plan shall be made available to Department from time-to-time. The Foundation, in conjunction with the Department, will establish criteria to fund Department projects.

**Section 6.02** Capital Improvements. Upon request of the County, in agreement with the Foundation and with written approval from the Director, the Foundation shall fund and implement jointly agreed upon capital improvements to Palm Beach County Division of Animal Care and Control premises. The Department and the Foundation shall comply with County PPM CW-O-095 Capital Improvements to County Facilities by Non County Entities. The County, in its sole discretion, may elect to reimburse the Foundation for capital improvements that it makes on behalf of the County up to a maximum of two hundred and fifty thousand dollars per project. Request for reimbursement of eligible capital improvements shall be submitted to the County, along with proof of performance and payment, including, without limitation, vendor invoices and corresponding cancelled checks or bank advices. The Director's approval may include conditions the Foundation must adhere to. The improvements shall meet County standards, rules, regulations, and all applicable federal, state, and local laws. The title to and ownership of all improvements shall be vested with the County. For jointly funded projects, a separate agreement shall be created to detail project management and each party's responsibilities for the completion of the project. While completing joint partnership projects, the County shall have the right to independently fund and make any additional capital improvement, addition, modification, or repair to County premises it determines are warranted or are deemed necessary.

**Section 6.03** The County shall provide quarterly, or as reasonably requested by the Foundation, project status reports for Foundation funded projects.

**Section 6.04** The Foundation shall schedule all fundraising activities requiring County resources or amenities with a minimum of 60 days notice and a maximum of 18 months in advance. The County reserves the right to approve or reject fundraising plans requiring Department resources .

**Section 6.05** As budget permits, fees for the use of County resources and amenities to perform fundraising activities may be waived by the Director with the exception of documented additional expenses incurred by the County.

## Article VII. Use of Name, Marks, Logo

**Section 7.01** Subject to the terms of and conditions set forth in this Agreement, and consistent with the Foundation's mission to promote and advance advocacy and philanthropic support to ensure a thriving Palm Beach County Division of Animal Care and Control system, the Foundation is granted the right, upon approval by the County Administrator or designee or Director, as applicable, to use of the name, logos, seals, and identifying marks of the County and Department which are deemed appropriate by the County for use, in addition to its own seal and logotype to demonstrate affiliation. However, upon termination of this Agreement, the right to the use of the name, logos, and identifying marks of the Department shall immediately cease. The Foundation may, but is not obligated to, create its own marks, logos, or brand, separate and independent from the Department.

## Article VIII. General Provisions

**Section 8.01 Dissolution.** Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, by either party, with or without cause, upon thirty (30) days written notice to the other party. Upon termination of this Agreement, any and all permanent improvements or additions made by Foundation to County property shall remain the property of the County.

Upon dissolution of the Foundation or termination of this Agreement, all funds and other tangible property purchased by or donated to the Foundation, shall at all times be utilized in a manner consistent with the intent of Foundation donors and in furtherance of the Foundation's exempt purpose.

**Section 8.02 Term.** The term of this Agreement shall be for a period of one (1) year, with annual auto renewal up to ten (10) years, unless either party provides a written notice of intent to terminate this Agreement to the other party thirty (30) days in advance.

**Section 8.03 Availability of Funds.** The County's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body for subsequent fiscal years.

**Section 8.04 Insurance.** Foundation shall, at its sole expense, maintain in full force and effect at all during the term of this Agreement, insurance coverage and limits (including endorsements), as described herein. Foundation shall agree to provide the County with at least ten (10) days prior notice of any cancellation, non-renewal, or material change to the insurance coverages. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Foundation are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Foundation under this Agreement.

(a) **Commercial General Liability Insurance.** Commercial General Liability insurance with minimum limits of \$500,000 combined single limit for property damage and

bodily injury per occurrence. Foundation shall endorse Palm Beach County Board of County Commissioners as an Additional Insured on this policy.

- (b) **Directors and Officers Liability Insurance:** The Foundation shall maintain Directors and Officers Liability Insurance in commercially reasonable amounts customary for similarly situated nonprofit organizations, providing coverage for the Foundation's directors and officers acting in their official capacities.
- (c) **Dishonesty Bond or Crime Liability Insurance.** Dishonesty Bond or Crime Liability Insurance with minimum limits of \$100,000 each claim.
- (d) **Workers' Compensation and Employer's Liability.** Workers' Compensation and Employer's Liability in compliance with Chapter 440, Florida Statutes.
- (e) **Waiver of Subrogation:** Foundation hereby waives any and all rights of Subrogation against the County, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Foundation shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Foundation enter into such an agreement on a pre-loss basis.
- (f) **Certificate of Insurance:** Within seventy-two (72) hours of the County's request to do so, the Foundation shall deliver to the County a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage and endorsements required by this Agreement have been obtained and are in full force and effect.

**Section 8.05 Indemnification:**

- (a) **By Foundation:** Foundation shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Foundation's performance of the terms of this Agreement or due to the acts or omissions of Foundation. To the extent permitted by Florida law and the Foundation's governing documents, the Foundation shall indemnify its directors and officers for acts undertaken in good faith and within the scope of their duties on behalf of the Foundation.
- (b) **By County:** County acknowledges the waiver of sovereign immunity for liability in tort contained in F.S.768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or employment under circumstances in which County, if a private person, would be liable under the general laws of this State.

**Section 8.06 Default:** The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.

**Section 8.07 Notice:** All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

**IF TO COUNTY:**

Palm Beach County Department of Public Safety  
Attn: Director of Public Safety  
20 S. Military Trail  
West Palm Beach, Florida 33415

Copy to:  
Palm Beach County Attorney's Office  
Attn: Animal Control Attorney  
301 North Olive Ave., 6<sup>th</sup> Floor  
WPB, FL 33401

**IF TO FOUNDATION:**

Jason Gluck, Foundation President  
7100 Belvedere Road  
West Palm Beach, Florida 33411

**Section 8.08 Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Foundation certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**Section 8.09 Criminal History Records Check:** The Foundation, Foundation's employees, subcontractors of Foundation and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Foundation is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance.

This Agreement may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and above referenced Resolutions, as amended. County staff representing the County department will contact the Foundation and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Foundation shall make every effort to collect the badges of its employees and its subcontractors’ employees upon conclusion of the term of this Agreement and return them to the County. If the Foundation or its subcontractor(s) terminates an employee who has been issued a badge, the Foundation must notify the County within two (2) hours. At the time of termination, the Foundation shall retrieve the badge and shall return it to the County in a timely manner.

**Section 8.10** Regulations; Licensing Requirements: Foundation shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Foundation is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**Section 8.11** Nondiscrimination:

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Foundation warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Foundation represents and warrants that it will comply with the County’s Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Foundation shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Foundation retaliate against any person for reporting instances of such discrimination. The Foundation shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County’s relevant marketplace in Palm Beach County. The Foundation understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or

for the benefit of, and creates no obligation to, any third party. Foundation shall include this language in its subcontracts.

**Section 8.12 Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**Section 8.13 Entirety of Agreement:** County and Foundation agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or, otherwise altered, except by written instrument executed by the parties hereto.

**Section 8.14 Access and Audits:** If applicable, should any payments be made to Foundation for charges, expenses, and costs incurred in performing the services to be performed hereunder, Foundation will maintain adequate records to justify all such charges, expenses, and costs for at least seven (7) years after the expiration or termination of this Agreement. The County shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at Foundation's place of business upon reasonable advance written notice to Foundation.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Foundation, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**Section 8.15 Independent Contractor:** The Foundation is, and shall be, in the performance of provisions pursuant to this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. The Foundation does not have the authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement. The County shall have no contractual obligation to any person or entity retained or engaged by the Foundation to perform any services pursuant to this Agreement. Any disputes, claims, or liability that may arise as a result of the Foundation's procurement of

such services is solely the responsibility of the Foundation and the Foundation hereby holds the County harmless for same to the extent permitted by law.

**Section 8.16 No Third Party Beneficiaries:** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Foundation.

**Section 8.17 Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 8.18 Public Records:** The Parties acknowledge and agree that Chapter 119, Florida Statutes, is applicable to this Agreement and they will comply accordingly. The Foundation acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

**Section 8.19 Counterparts:** This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same contract. The County may execute this Agreement through electronic or manual means. The Foundation shall execute by manual means only, unless the County provides otherwise.

**Section 8.20 Recitals:** The recitals set forth on the first page of this Agreement are true and correct and incorporated herein by reference.

**Section 8.21 Preservation of Exempt Status:** Foundation has been granted tax exempt status pursuant to Section 501(c) (3) of the Internal Revenue Code ("Tax Exempt Status"). County acknowledges the importance of the Tax-Exempt Status to Foundation, and County agrees to execute any amendments to this Agreement and to take such other or further actions required by Foundation to preserve Foundation's Tax Exempt Status, provided the same do not increase the costs and risks, or reduce the rights and benefits of County hereunder. If, as a result of a change in law or regulation or judicial or administrative decision or interpretation, the performance by either party hereto of any provision of this Agreement should, as reasonably determined in good faith by Foundation, jeopardize Foundation's Tax-Exempt Status, or constitute a violation or threatened violation of any statute, regulation, or ordinance, Foundation may request that this Agreement be negotiated to eliminate the jeopardy and, if agreement is not reached within thirty (30) days after such renegotiation commences, then Foundation may terminate this Agreement on notice in writing to County;

provided, however, that in the event of any such termination, County and Foundation will seek to find alternative means to carry out the objectives of this Agreement.

**Section 8.22 Human Trafficking Affidavit:** Foundation warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Foundation has executed **Exhibit "A"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference

**Section 8.23 Successors and Assigns:** The County and the Foundation each binds itself and its partners, successors, executors, administrators and assigns to the other Party and to the partners, successors, executors, administrators and assigns of such other Party, in respect to all covenants of this Contract.

Except as above, neither the County nor the Foundation shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

**Section 8.24 Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern:** Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Consultant certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

**Section 8.25 Scrutinized Companies:** As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any services in furtherance hereof, the Foundation certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if the Foundation is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

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

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

CLERK OF THE CIRCUIT COURT &  
COMPTROLLER PALM BEACH COUNTY

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
, Mayor

WITNESSES:

PBC ANIMAL SERVICES FOUNDATION, INC.

By: Janet Steele 1/14/26  
Signature Date

By: [Signature] 1/14/26  
Signature Date

Janet Steele  
Name (type or print)

Jason Gluck  
Name (type or print)

Director  
Title

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Senior Assistant County Attorney

By: [Signature]  
Director, Public Safety Department