

AGENDA ITEM SUMMARY

☐ Consent ☒ Regular
☐ Ordinance ☐ Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Animal Care and Control

Motion and Title: Staff recommends motion to approve: an Agreement with Peggy Adams Animal Rescue League of the Palm Beaches, Inc (ARL) for spaying/neutering at risk dogs and cats as part of the Countdown to Zero (C2Z) initiative in an amount not to exceed \$200,000 for the period of May 19, 2015 through May 18, 2016.

Background and Justification: ACC shelters approximately 21,000 animals annually. Although proactive programs have continued to reduce animal intake at ACC each year, however thousands of animals continue to be euthanized annually. The animals most at-risk of euthanasia are cats and pit bull-type dogs. C2Z was formulated as a public-private partnership between ACC and Peggy Adams Animal Rescue League of the Palm Beaches, Inc to form a county-wide coalition of animal welfare professionals and advocates to work together to end euthanasia of adoptable animals. This partnership was created with a 10 year goal to end euthanasia of adoptable cats and dogs. Spaying/neutering at-risk animals is part of the overall C2Z program to reduce and/or eliminate euthanasia.

- 1) Agreement with Peggy Adams Animal Rescue League of the Palm Beaches, Inc.
- 2) Resolution R-2014-0193 – Establishing Countdown to Zero

Recommended by: Stephani Selmoh 4/14/15
Department Director Date

Approved By: [Signature] 4/14/15
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures					
Operating Costs	83,334	116,666			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	83,334	116,666			

ADDITIONAL FTE

POSITIONS (Cumulative)

Is Item Included In Current Budget? Yes X No

Budget Account Exp No: Fund 1420 Department 660 Unit 2240 Object 3401

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


Fund: 1420- ACC Mobile Spay/Neuter Program

Unit: 2240- Mobile Spay/Neuter Program

Departmental Fiscal Review: Stephanie Leprieux

III. REVIEW COMMENTS

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


 OFMB *4/16/15* *4/16/15* *4/16*

A. S. Jacobson 4/20/15
Contract Administration
4-20-15 B. Wheeler

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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

**AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
PEGGY ADAMS ANIMAL RESCUE LEAGUE OF THE PALM BEACHES, INC.**

This Agreement is made as of the 19th day of May, 2015, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Peggy Adams Animal Rescue League of the Palm Beaches, Inc. a Florida non-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the ARL.

In consideration of the mutual promises contained herein, the COUNTY and the ARL agree as follows:

ARTICLE 1 - SERVICES

The ARL'S responsibility under this Agreement is to provide services as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Agreement shall be Dianne Sauve, telephone no. (561) 233-1251.

The ARL'S representative/liaison during the performance of this Agreement shall be Richard Anderson, telephone no. (561) 472-8844.

ARTICLE 2 - SCHEDULE

The ARL shall commence services upon execution of this Agreement and provide services until May 18, 2016.

ARTICLE 3 - PAYMENTS TO ARL

- A. The total amount to be paid by the COUNTY under this Agreement for all services shall not exceed a total amount of Two Hundred Thousand Dollars and 00/100 Dollars (\$200,000). ARL shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. ARL will bill the COUNTY on a monthly basis at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work.

- B. Invoices received from ARL pursuant to this Agreement will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will not be reimbursed under this Agreement.
- D. Final Invoice: In order for both parties herein to close their books and records, ARL will clearly state "final invoice" on ARL'S final/last billing to the COUNTY. This shall constitute ARL'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by ARL.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by ARL upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the ARL. The failure of the COUNTY to pay the ARL on a timely basis constitutes a substantial failure to perform in accordance with the terms of this Agreement. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to ARL. ARL shall be paid for services rendered through the date of termination by the COUNTY or by ARL. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the ARL shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Continue and complete all parts of the work that have not been terminated provided that the COUNTY confirms its agreement to pay the ARL for its services rendered to or for the dogs and cats.

ARTICLE 5 - PERSONNEL

ARL represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereunder shall be performed by ARL or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in ARL'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

ARL warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field and following the Association of Shelter Veterinarians (ASV) guidelines for pre-operative care, anesthetic management, surgical care, and post-operative care as a guide for best practices in high quality, high volume spay/neuter programs.

All of ARL'S personnel, while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 6 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the ARL. The ARL shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is ARL authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

ARL shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 7 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 8 - INSURANCE

- A. ARL shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. ARL shall agree to provide the COUNTY with at least ten (10) day 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 ARL are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ARL under the Agreement.
- B. **Commercial General Liability** ARL shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing

by County's Risk Management Department. ARL shall provide this coverage on a primary basis.

- C. **Business Automobile Liability** ARL shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event ARL doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing ARL to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. ARL shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** ARL shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. ARL shall provide this coverage on a primary basis.
- E. **Professional Liability** ARL shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of ARL'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, ARL shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, ARL shall purchase a SERP with a minimum reporting period not less than 3 years. ARL shall provide this coverage on a primary basis.
- Additional Insured** ARL shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." ARL shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** ARL 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 to the policy, then ARL shall agree to 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 specifically prohibits such an endorsement, or which voids coverage should ARL enter into such an agreement on a pre-loss basis.

- G. **Certificate(s) of Insurance** Prior to execution of this Agreement, ARL shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County
Public Safety Department
Attn: Animal Care & Control Division
7100 Belvedere Road
West Palm Beach, FL 33411

- H. **Umbrella or Excess Liability** If necessary, ARL may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "**Additional Insured**" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 9 - INDEMNIFICATION

ARL 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 their performance of the terms of this Agreement or due to the acts or omissions of ARL.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The COUNTY and ARL 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 Agreement. Except as above, neither the COUNTY nor the ARL shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 11 - 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 Palm Beach County. 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.

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 ARL.

ARTICLE 12 - ARREARS

ARL shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgement, lien, or any form of indebtedness. The ARL further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

ARL is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the ARL'S sole direction, supervision, and control. ARL shall exercise control over the means and manner in which it and its employees perform the work, and in all respects ARL'S relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

ARL does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 14 - CONTINGENT FEES

ARL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ARL 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 ARL, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 15 - ACCESS AND AUDITS

ARL shall maintain all records pertaining to this Agreement for a period of at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents for the purpose of inspection or audit during normal business hours, at the ARL'S place of business, and ARL shall provide copies of such records to the COUNTY upon request.

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 Agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the ARL, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement 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.

ARTICLE 16 - NONDISCRIMINATION

ARL warrants and represents that 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, gender identity and expression, or genetic information.

ARL has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if ARL does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to COUNTY that ARL's non-discrimination policy conforms to R-2014-1421, as amended.

ARTICLE 17 - AUTHORITY TO PRACTICE

The ARL hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 18 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances 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.

ARTICLE 19 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by ARL of the COUNTY'S notification of a contemplated change, ARL shall, in writing, provide a detailed estimate for the increase or decrease in cost due to the contemplated change and advise the COUNTY if the contemplated change will affect ARL'S ability to perform under this Agreement.

If the COUNTY so instructs, in writing, ARL shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and ARL shall not commence work on any such change until such written amendment is signed by ARL and approved and executed on behalf of Palm Beach County.

ARTICLE 20 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Vince Bonvento, Director
Department of Public Safety
20 South Military Trail
West Palm Beach, Florida 33415

With copy to:

Palm Beach County Attorney's Office
Animal Care and Control Attorney
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the ARL, notices shall be addressed to:

Rich Anderson, Executive Director/CEO
Peggy Adams Animal Rescue League
3100/3200 N. Military Trail
West Palm Beach, FL 33409

ARTICLE 21 - WAIVER OF BREACH

It is hereby agreed to by the parties that no waiver or breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same of any other covenant.

ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and ARL 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 in accordance with Article 19- Modifications of Work.

ARTICLE 23 - REGULATIONS; LICENSING REQUIREMENTS

The ARL shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ARL 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.

ARTICLE 24 - CONSTRUCTION

No party shall be considered the author of this Agreement since the parties hereto have participated in drafting this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and ARL has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

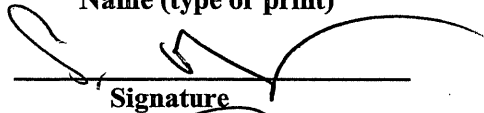
By: _____
Shelley Vana, Mayor

WITNESS:



Signature

Heidi M. Nielsen
Name (type or print)



Signature

Lisa Rosenberg
Name (type or print)

ARL:

Peggy Adams Animal Rescue League of the
Palm Beaches, Inc.

Company Name



Signature

Rich Anderson

Typed Name

Executive Director/CEO
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By 
Department Director

EXHIBIT "A"

SCOPE OF WORK

The Director of the Palm Beach County Division of Animal Care and Control (the "Director") will transfer or refer to ARL at risk cats and dogs for microchipping, spaying/neutering, vaccinating against rabies and ear tipping (for cats only). Many of the at risk cats to be transferred/referred by the Director will be free-roaming cats that have been impounded at the Palm Beach County Division of Animal Care and Control (the "Division"). The Director may also request that ARL perform microchipping, spaying/neutering, vaccinating against rabies and ear tipping for free-roaming cats in targeted communities in areas of high intake. Each cat brought to ARL during a targeted intervention event approved by the Director shall be scanned for a microchip upon intake. Any cat with a microchip indicating that the cat is owned shall be released to the location where he/she was trapped if he/she is already sterilized and up-to-date on his/her rabies vaccination. Any microchipped cat not sterilized and/or up-to-date on his/her rabies vaccination shall be picked up by the Division. All free-roaming cats transferred or referred to ARL by the Division (other than the specified cats to be picked up by the Division) shall be provided the services listed below.

A. ARL shall have each cat:

- 1) Microchipped with the code C2ZARL; and
- 2) Vaccinated against rabies with a 3 year vaccine by a veterinarian licensed to practice in Florida; and
- 3) Spayed or neutered by a veterinarian licensed to practice in Florida; and
- 4) Ear tipped on the left ear by a veterinarian licensed to practice in Florida.

ARL shall maintain records containing a description of each cat, the microchip number of the cat and proof of vaccination. For any cat brought to ARL during a targeted intervention event, ARL shall also maintain records specifying the location where the cat was trapped. After the above-cited services are performed, ARL shall coordinate with the Director to have the above-cited cats picked up by the County to be returned to the field.

B. ARL shall have each dog:

- 1) Microchipped; and
- 2) Vaccinated against rabies with a 1 year or 3 year vaccine (as appropriate) by a veterinarian licensed to practice in Florida; and
- 3) Spayed or neutered by a veterinarian licensed to practice in Florida.

Attachment # 1

Page 11 of 13

ARL shall maintain records for each dog indicating each dog's microchip number, that the dog was spayed/neutered, that the dog was vaccinated against rabies and issued a rabies license tag. All rabies license tag certificates shall be provided to the County as provided by law.

C. Unless otherwise specified, the above-cited records shall be provided to the County on a monthly basis along with ARL's invoice for payment for services rendered.

D. ARL shall at all times comply with the Palm Beach County Animal Care and Control Ordinance, as amended.

ARL shall be compensated for the above-cited services at the rate of \$50.00 per cat and \$100.00 per dog.

Attachment # 1

Page 12 of 13

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work shall be completed by ARL in accordance with Exhibit "A". ARL shall be compensated for the services set forth in Exhibit "A" at the rate of \$50.00 per cat and \$100 per dog.

RESOLUTION NO. R-2014- 0193

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ADOPTING COUNTDOWN TO ZERO AS AN OFFICIAL COUNTY PROGRAM WITH THE OBJECTIVE OF SAVING THE LIVES OF ALL ADOPTABLE DOGS AND CATS BY THE YEAR 2024; PROVIDING FOR A STRATEGIC PLAN TO BE DEVELOPED TO SAVE THE LIVES OF AT-RISK ANIMALS IN OUR COMMUNITY AND TO PREVENT THE BIRTHS OF UNWANTED ANIMALS; PROVIDING FOR COLLABORATION BETWEEN THE PALM BEACH COUNTY DIVISION OF ANIMAL CARE AND CONTROL AND THE PEGGY ADAMS ANIMAL RESCUE LEAGUE OF THE PALM BEACHES, INC. TO DEVELOP A COALITION OF ANIMAL WELFARE, SHELTERING AND RESCUE ORGANIZATIONS, BUSINESSES AND RESIDENTS TO REACH THE GOAL OF SAVING THE LIVES OF ALL ADOPTABLE DOGS AND CATS BY OR BEFORE 2024; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in the last twenty years more than 14,000 dogs and cats have been euthanized in Palm Beach County annually; and

WHEREAS, our community has the expertise, the means and the obligation to implement strategies that will reduce the number of animals needing temporary shelter and end the euthanasia of adoptable animals in Palm Beach County; and

WHEREAS, ending the euthanasia of adoptable animals is the responsibility of the entire community and will only occur through the collaboration of County leadership, animal welfare professionals, public and private shelters, rescue organizations and the residents of Palm Beach County; and

WHEREAS, Peggy Adams Animal Rescue League of the Palm Beaches, Inc. has already committed to collaborating with the County on the "Countdown to Zero" Program and it is expected that many other animal welfare professionals, public and private shelters, rescue organizations and interested parties will also collaborate with the County to ensure the success of the "Countdown to Zero" Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that the following goals are established:

1. Palm Beach County is a Countdown to Zero community.
2. Palm Beach County desires that no adoptable dogs or cats will be at risk of euthanasia and to provide and encourage programs and services that attain that goal.
3. Palm Beach County establishes February 28, 2024 as the target date by which no adoptable dogs or cats will be at risk of euthanasia.
4. Palm Beach County will work with other Countdown to Zero coalition partners for the greater good of the animals in Palm Beach County and will focus on the

Attachment # 2

Page 1 of 5

following programs to reduce and/or eliminate euthanasia:

- High Volume-Affordable and Targeted Spay/Neuter
- Proactive Lost & Found
- Trap-Neuter-Return (TNR)
- Medical and Behavior Programs
- Proactive Adoptions
- Rescue Networks
- Foster Care For the Sick or Young
- Keeping Pets and People Together
- Volunteers
- Community Outreach and Involvement
- Advocacy For All Animals
- Transparency in Animal Reporting for All Coalition Partners
- Limiting Importation of Animals From Outside the County Except in Times of Disaster or Need
- Eliminate Prejudice Based on Breed, Physical Characteristics or Age of Dogs and Cats
- Establish Preventative Programs to Keep Animals From Unnecessarily Entering the Shelter System



5. This Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

6. If any section, sentence, clause, phrase or word of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the remaining portions of this resolution.

The foregoing Resolution was offered by Commissioner Vana, who moved its adoption. The motion was seconded by Commissioner Berger, and upon being put to a vote, the vote was as follows:

Commissioner Priscilla A. Taylor, Mayor	-	<u>Aye</u>
Commissioner Paulette Burdick, Vice Mayor	-	<u>Aye</u>
Commissioner Hal R. Valeche	-	<u>Aye</u>
Commissioner Shelley Vana	-	<u>Aye</u>
Commissioner Steven L. Abrams	-	<u>Aye</u>
Commissioner Mary Lou Berger	-	<u>Aye</u>
Commissioner Jess R. Santamaria	-	<u>Aye</u>

The Mayor thereupon declared the Resolution duly passed and adopted this 4th day of February, 2014.

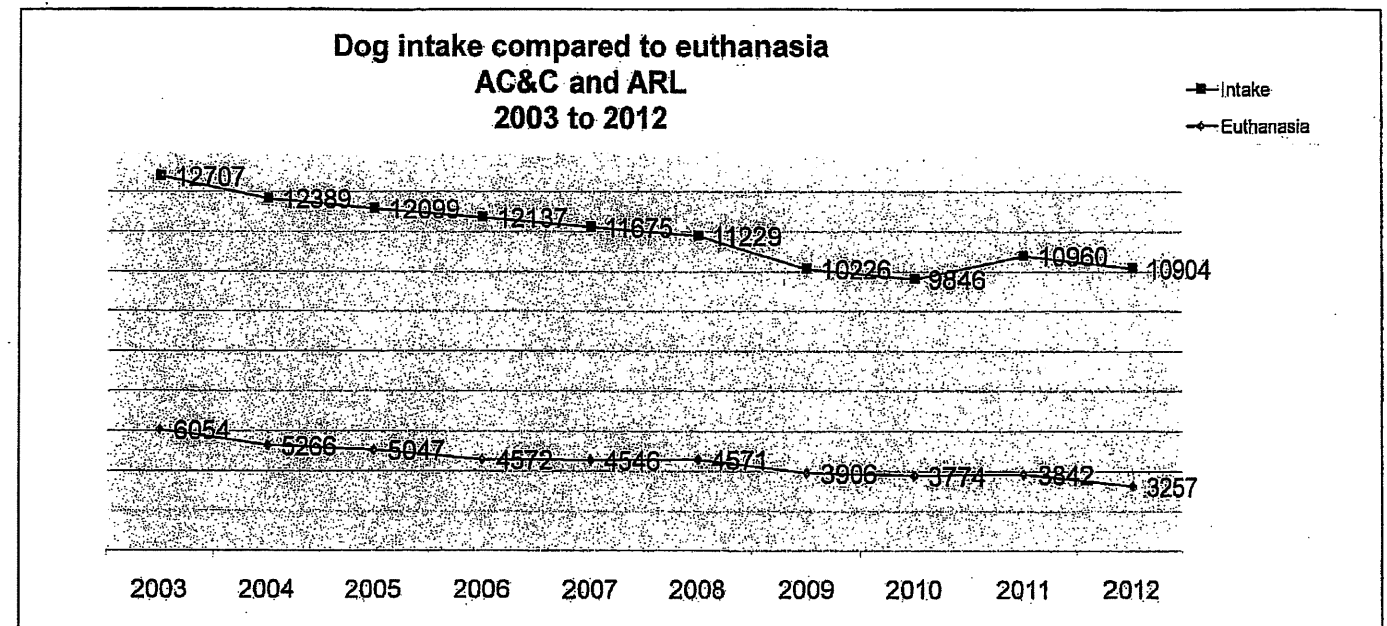
PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS
SHARON R. BOCK, CLERK & COMPTROLLER
By:  
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By: 
County Attorney

Dogs euthanasia to intake ac&c and Peggy Adams Animal Rescue League

(Based on AC&C's Fiscal year October 1st through Sep 30th)

	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Euthanasia	6054	5266	5047	4572	4546	4571	3906	3774	3842	3257
Intake	12707	12389	12099	12137	11675	11229	10226	9846	10960	10904

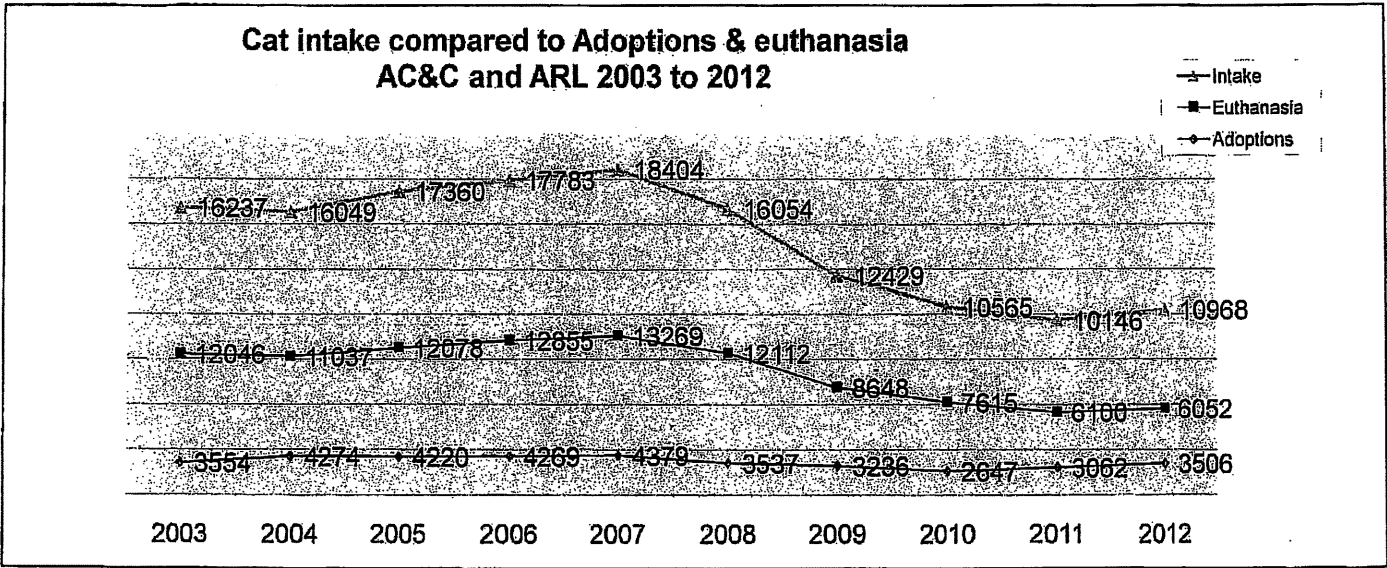


Euthanized shelter pets does not include owner requested euthanasia
Intake of transfers between AC&C and Peggy Adams were counted only once.

Cats euthanasia to intake ac&c and Peggy Adams Animal Rescue League

(Based on AC&C's Fiscal year October 1st through Sep 30th)

	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Adoptions	3554	4274	4220	4269	4379	3537	3236	2647	3062	3506
Euthanasia	12046	11037	12078	12855	13269	12112	8648	7615	6100	6052
Intake	16237	16049	17360	17783	18404	16054	12429	10565	10146	10968

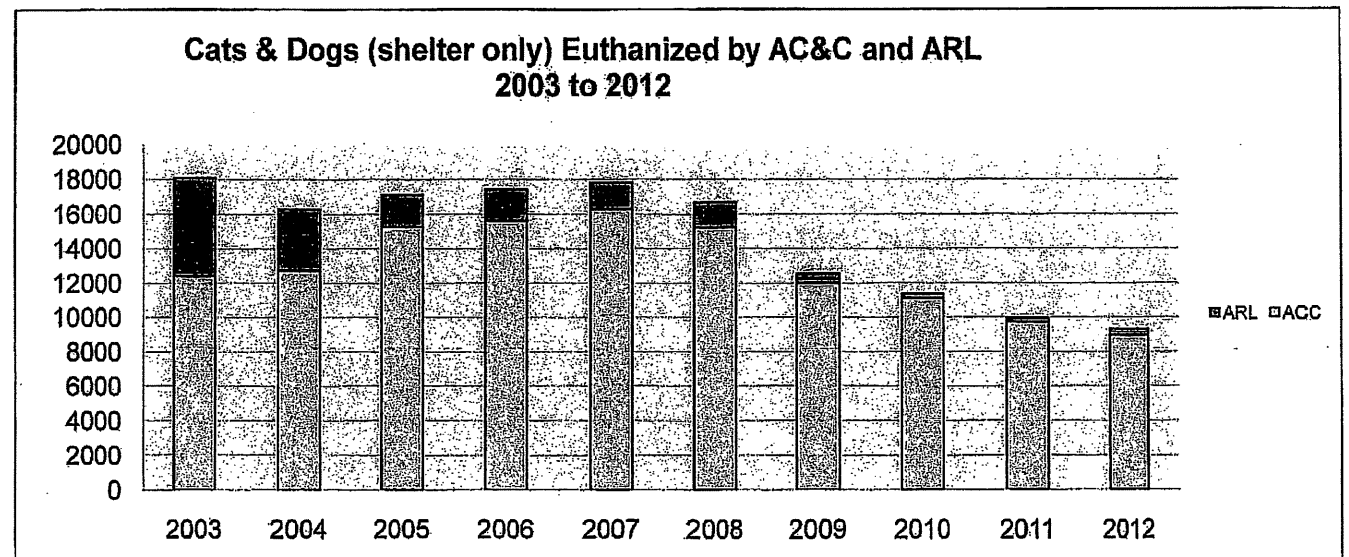


Euthanized shelter pets does not include owner requested euthanasia
Intake data or euthanasia does not include feral cats
Intake of transfers between AC&C and Peggy Adams were counted only once

Cats and Dogs accepted to shelter euthanized by AC&C and ARL

(Based on AC&C's Fiscal year October 1st through Sep 30th)

	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	
ACC	12415	12723	15264	15621	16288	15227	12012	11120	9715	8951	
ARL	5685	3580	1861	1806	1527	1456	542	269	227	358	
TOTAL	18100	16303	17125	17427	17815	16683	12554	11389	9942	9309	146,647



Euthanized shelter pets does not include owner requested euthanasia
 AC&C numbers do not include feral cats