





**AMENDMENT  
TO  
AGREEMENT  
BETWEEN  
PALM BEACH COUNTY  
AND  
PEGGY ADAMS ANIMAL RESCUE LEAGUE OF THE PALM BEACHES,  
INORPORATED**

This Amendment is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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, Incorporated, a Florida non-profit corporation authorized to do business in the State of Florida, hereinafter referred to as PAARL., both hereinafter referred to collectively as the parties.

**WITNESSETH:**

WHEREAS, on May 19, 2015, the parties entered into an Agreement (R-2015-0689) for PAARL to spay/neuter, vaccinate, microchip and provide other services to selected at risk dogs and cats transferred or referred to PAARL by the COUNTY; and

WHEREAS, the Agreement provided that PAARL would provide services until May 18, 2016, and that the County would provide funds to PAARL in an amount not to exceed \$200,000; and

WHEREAS, the Agreement has expired and the parties wish to retroactively amend the Agreement to extend the termination date from May 18, 2016, to September 30, 2016; and

WHEREAS, the County wishes increase the total amount of its payment to PAARL by an additional \$75,000 for a total not to exceed amount of \$275,000 to account for the additional months of services to be provided under this Amendment; and

WHEREAS, the County wishes to amend the Scope of Work and to make other minor amendments to the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and for good and valuable consideration, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. All references in the Agreement to ARL shall be replaced with PAARL.
3. Article 2, entitled Schedule, is hereby deleted in its entirety and replaced with the following:

PAARL shall commence services under this Agreement on May 19, 2015, and shall

provide services until September 30, 2016.

4. Article 3, entitled Payment to ARL, subsection A., is hereby deleted in its entirety and replaced with the following:

The total amount to be paid by the COUNTY under this Agreement for all services shall not exceed a total amount of Two Hundred and Seventy-Five Thousand Dollars and 00/100 (\$275,000). PAARL shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. PAARL 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.

5. Article 8, entitled Insurance, subsection G., is amended to provide that the certificate of insurance shall be issued to

Palm Beach County  
Stephanie Sejnoha, Director  
Department of Public Safety  
20 South Military Trail  
West Palm Beach, Florida 33415

6. Article 20, entitled Notice, is amended to provide that all notices to the COUNTY shall be addressed to:

Stephanie Sejnoha, 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

7. Article 21, entitled Waiver of Breach, is hereby deleted in its entirety and replaced with the following:

It is hereby agreed to by the parties that no waiver of a 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.

8. The Scope of Work attached to the Agreement as Exhibit "A" is replaced with the Scope of Work attached hereto as Exhibit "A-1".

9. Except as expressly provided herein, all terms and conditions of the Agreement remain in full force and effect.

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 PAARL 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: \_\_\_\_\_  
Mayor Mary Lou Berger

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By Stephanie Semore  
Department Director

PEGGY ADAMS ANIMAL RESCUE  
LEAGUE OF THE PALM BEACHES,  
INCORPORATED:

[Handwritten Signature]  
Signature

Rich Anderson  
Typed/Printed Name

Executive Director/CEO  
Title

(corp. seal)

**EXHIBIT "A-1"**

**SCOPE OF WORK**

The Director of the Palm Beach County Division of Animal Care and Control (the "Director") will transfer or refer to PAARL 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 PAARL 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 PAARL 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 PAARL by the Division (other than the specified cats to be picked up by the Division) shall be provided the services listed below.

A. PAARL 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.

PAARL shall maintain records containing a description of each cat, the microchip number of the cat and proof of vaccination. For any cat brought to PAARL during a targeted intervention event, PAARL shall also maintain records specifying the location where the cat was trapped. After the above-cited services are performed, PAARL shall coordinate with the Director to determine whether PAARL or the Division will return the cats to the field.

B. PAARL 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.

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PAARL 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 PAARL's invoice for payment for services rendered.

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

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