Agenda Item #: 3X8

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	July 12, 2016	[X] Consent [] Ordinance	[[]]	Regular Public Hearing	
Department: Submitted By: <u>Submitted For:</u>	Department of	f Public Safety f Public Safety iimal Care and Control				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Amendment to the Agreement with Peggy Adams Animal Rescue League of the Palm Beaches, Inc. (PAARL) for spaying/neutering at-risk dogs and cats to extend the Agreement until September 30, 2016, and to increase the not to exceed amount allowed under the Agreement to \$256,000.

Summary: On May 19, 2015, the County entered into a one year agreement (R2015-0689) with PAARL for the provision of spay/neuter services for at risk dogs and cats. Under the Agreement, Animal Care and Control (ACC) transfers or refers to PAARL selected at risk cats and dogs for spaying/neutering, microchipping, vaccinating against rabies and ear tipping (for cats only). Once at risk cats are sterilized, microchipped, vaccinated, and ear tipped, they are returned to the field by ACC, PAARL or volunteers. At risk dogs are collected by their owners after they are sterilized, microchipped, and vaccinated. PAARL is paid \$50 for the services provided to each cat and \$100 for the services provided to each dog. This Amendment will extend the Agreement by four months to be consistent with the County's fiscal year and will increase the amount of the Agreement by \$56,000 to account for the additional months of service. <u>Countywide (SF)</u>

Background and Justification: On February 4, 2014, the Countdown to Zero (C2Z) program (R2014-0193) was approved creating a partnership between PAARL and ACC 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.

Attachments:

1) Amendment to Agreement for Professional Services with Peggy Adams Animal Rescue League of the Palm Beaches, Inc.

Recommended by:	Stephanie Scipera Department Director	6120/16
	Department Director	Date
Approved By:	Mode Deputy County Administrator	<u> </u>

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures					
Operating Costs	\$56,000				
External Revenues					
Program Income (County)					······································
In-Kind Match (County)					
Net Fiscal Impact	\$56,000				
# ADDITIONAL FTE					
POSITIONS (Cumulative)	0				
Is Item Included In Curre	ent Budget?	Yes <u>X</u>	No		
Budget Account Exp No	: Fund <u>1420</u> I	Department <u>6</u>	<u>60</u> Unit <u>2240</u>	Object <u>3401</u>	

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 Semiche

III. REVIEW COMMENTS

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

OFMB GT 427

Β. Legal Sufficiency:

Contract Administration 7/7/16 P for

Assistant County Attorney

C. Other Department Review:

Department Director

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

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:

l

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

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provide services until September 30, 2016.

4. Article 3, entitled Payment to ARL, subsection Λ ., 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".

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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 Seprore Department Director

PEGGY ADAMS ANIMAL RESCUE
LEAGUE OF THE PALM BEACHES,
INCORPORATED: X
Electo
Signature
PIADere
Typed/Printed Name
Executive Director/CEO
Freculive Virenor CEU
Title

(corp. seal)

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EXHIBIT "A-1"

SCOPE OF WORK

The Director of the Palm Beach County Division of Animal Carc 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 pcr cat and \$100.00 per or dog.

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