

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with Peggy Adams Animal Rescue League of the Palm Beaches, Inc. (PAARL) for spaying/neutering at risk dogs and cats as part of the Countdown to Zero (C2Z) initiative in an amount not to exceed \$600,000 for a period retroactive to October 1, 2016 through September 30, 2019;

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 this new 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. From June 2015 through September 2016, 5,126 spay/neuter surgeries were performed on cats by PAARL. This Agreement will provide \$600,000 to PAARL to enable PAARL to provide spay/neuter services for an additional three year period. Countywide (SF)

Background and Justification: On February 4, 2014, the C2Z program (R-2014-0193) 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.

Attachment:

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

Recommended by: Stephanie Lejane 10/27/16
Department Director Date

Approved by: _____ **Date** 11-15-16

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	<u>900,000</u>	<u>200,000</u>	<u>200,000</u>	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Budget Account No.: Fund 1720 Department 660 Unit 2240 Object 3401

Reporting Category _____

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

C. Departmental Fiscal Review: Stephane Sepriche

III. REVIEW COMMENTS

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

[Signature] 10/31/16
OFMB et 10/28
AK 10/28/16

[Signature] 11/14/16
Contract Development and Control

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.

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

This Contract 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, Inc., 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.

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

ARTICLE 1 - SERVICES

PAARL'S responsibility under this Contract is to provide professional/consultation 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 Contract shall be Dianne Sauve, telephone no. (561) 233-1251.

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

ARTICLE 2 - SCHEDULE

PAARL shall commence services on October 1, 2016, and complete all services by September 30, 2019. The parties agree that PAARL will be entitled to payment for services rendered beginning on October 1, 2016, notwithstanding the date the contract is executed by the Board of County Commissioners.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO PAARL

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Six Hundred Thousand Dollars (\$600,000). For each fiscal year of this Contract, which runs from October 1st to September 30th of the following year, payment to PAARL shall not exceed Two Hundred Thousand Dollars and 00/100 (\$200,000) unless funds are carried over from a previous year. During each fiscal year, PAARL shall notify the COUNTY's representative in writing when services totaling \$180,000 have been provided by PAARL. PAARL will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially

completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from PAARL pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. 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 Contract.
- D. Final Invoice: In order for both parties herein to close their books and records, PAARL will clearly state "final invoice" on PAARL'S final/last billing to the COUNTY. This shall constitute PAARL'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 PAARL.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by PAARL shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged PAARL'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside PAARLs. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by PAARL 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 Contract through no fault of PAARL. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to PAARL. Unless PAARL is in breach of this Contract, PAARL shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY PAARL 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. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

All of the services required hereinunder shall be performed by PAARL 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 PAARL'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.

PAARL warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

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

ARTICLE 7 - SUBCONTRACTING

PAARL shall not subcontract any of the services to be provided under this Contract.

ARTICLE 8 - 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 PAARL. PAARL shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is PAARL authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

- A. PAARL shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. PAARL 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 PAARL are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by PAARL under the contract.

- B. **Commercial General Liability** PAARL 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. PAARL shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** PAARL 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 PAARL doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing PAARL 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. PAARL shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** PAARL shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. PAARL shall provide this coverage on a primary basis.
- E. **Professional Liability** PAARL 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 PAARL'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, PAARL shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. 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 Contract, PAARL shall purchase a SERP with a minimum reporting period not less than 3 years. PAARL shall provide this coverage on a primary basis.
- Additional Insured** PAARL 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.**" PAARL shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** PAARL 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 PAARL 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 PAARL enter into such an agreement on a pre-loss basis.

G. **Certificate(s) of Insurance** Prior to execution of this Contract, PAARL 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 Contract 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
Stephanie Sejnoha, Director
Department of Public Safety
20 South Military Trail
West Palm Beach, Florida 33415

H. **Umbrella or Excess Liability** If necessary, PAARL may satisfy the minimum limits required above for 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 Contract. 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 11 - INDEMNIFICATION

PAARL 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 Contract or due to the acts or omissions of PAARL.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and PAARL 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 PAARL shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract 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.

No provision of this Contract 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 Contract, including but not limited to any citizen or employees of the COUNTY and/or PAARL.

ARTICLE 14 - CONFLICT OF INTEREST

PAARL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. PAARL further represents that no person having any such conflict of interest shall be employed for said performance of services.

PAARL shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence PAARL'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that PAARL may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by PAARL. The COUNTY agrees to notify PAARL of its opinion by certified mail within thirty (30) days of receipt of notification by PAARL. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by PAARL, the COUNTY shall so state in the notification and PAARL shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by PAARL under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

PAARL shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of PAARL or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon PAARL'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if PAARL'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

PAARL shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any

contract, debt, obligation, judgment, lien, or any form of indebtedness. PAARL further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

PAARL shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by PAARL and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

PAARL is, and shall be, in the performance of all work services and activities under this Contract, 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 Contract shall at all times, and in all places, be subject to PAARL'S sole direction, supervision, and control. PAARL shall exercise control over the means and manner in which it and its employees perform the work, and in all respects PAARL'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. PAARL does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

PAARL shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at PAARL'S place of business.

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 PAARL, 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.

ARTICLE 21 - NONDISCRIMINATION

PAARL 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.

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

ARTICLE 22 - AUTHORITY TO PRACTICE

PAARL 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 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in

furtherance hereof, PAARL certifies that it, its affiliates, suppliers, subcontractors and PAARLs 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).

ARTICLE 25 - 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 PAARL of the COUNTY'S notification of a contemplated change, PAARL shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect PAARL'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, PAARL 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 a Contract Amendment and PAARL shall not commence work on any such change until such written amendment is signed by PAARL and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract 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:

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
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to PAARL, notices shall be addressed to:

Rich Anderson, Executive Director/CEO
Peggy Adams Animal Rescue League of the Palm Beaches, Inc.
3100/3200 N. Military Trail
West Palm Beach, Florida 33409

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and PAARL agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

If PAARL’S employees or subcontractors are required under this Contract to enter a “critical facility,” as identified in Resolution R-2003-1274, PAARL shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code (“Criminal History Records Check” section). PAARL acknowledges and agrees that all employees and subcontractors who are to enter a “critical facility” will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, PAARL shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

PAARL shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. PAARL 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 30 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, PAARL certifies that it, its affiliates, suppliers, subcontractors and PAARLs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by PAARL, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if PAARL: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., PAARL shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time PAARL is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County’s Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter

119 or as otherwise provided by law. PAARL further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if PAARL does not transfer the records to the public agency.
- D. Upon completion of the Contract PAARL shall transfer, at no cost to the County, all public records in possession of PAARL unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If PAARL transfers all public records to the County upon completion of the Contract, PAARL shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If PAARL keeps and maintains public records upon completion of the Contract, PAARL shall meet all applicable requirements for retaining public records. All records stored electronically by PAARL must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of PAARL to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. PAARL acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF PAARL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO PAARL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract 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

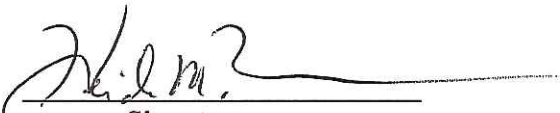
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
, Mayor

WITNESS:

PEGGY ADAMS ANIMAL RESCUE LEAGUE
OF THE PALM BEACHES, INC.


Signature

Heidi M. Nielsen
Name (type or print)

Signature

Name (type or print)


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 Stephanie Sepinoka
Department Director

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 cat(s) 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.

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.

Attachment # 1

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SCHEDULE OF PAYMENTS

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