Agenda Item #: 3X-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

======================================		[X]	Consent Ordinance	[] [] []	Regular Public Hearing		
Department: Department of Public Safety Submitted By: Department of Public Safety Submitted For: Division of Animal Care and Control							
I. EXECUTIVE BRIEF							
the Contract for Co	nsulting/Profession Pines Animal Resc	nal Serv	ices in the are	a of ve	: First amendment to eterinary and medical for spaying/neutering		
Department, Division serve as part of the Under this Contract adoptable dogs in covered spay and neach, totaling no meach, totaling no meach, totaling no meach and Covere paused to prior to the community.	on of Animal Care and Count Down 2 Zero ot, BPAR provides the western region euter services up to ore than \$75,000. Ontrol, all spay and pritize treatment and large of at risk animals of it to a maximum of the countrol of	and Cor o (C2Z) p s spay on of Pa o 1,000 However neuter s d prever R steppe s. This A of \$105	ntrol entered in program to red and neuter so alm Beach Co animals, with cor, due to a receivices for attact the spread of animals and allow, 000 and allow.	nto a course or ervices ounty. Cats at cent Parisk cat of the verse additions.	ounty's Public Safety contract with BPAR to eliminate euthanasia. It to at-risk cats and The Contract initially \$75 and dogs at \$100 arvo virus outbreak at a sand adoptable dogs irus at the shelter and ional spay and neuter at the Contract amount R to be compensated		
organizations through	ghout the county pation. Animal Care	prevents	tens of thous	ands o	ontracts with rescue of unwanted births by ek additional partners		
	ment to Contract fo edical Services (wi			onal S	ervices in the Area of		
Recommended By	: <u>Seine</u> Departmer	ha nt Direc	tor		9 9 24 Date		
Approved By:	Assistant	County	Administrato	ا ا	9/20/2 Y Date		

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fis	cal Impact				
Fiscal Years	<u>2025</u>	<u>2026</u>	2027	<u>2028</u>	<u>2029</u>
Personal Services					
Operating Expenses					
Capital Outlay					
Grants & Aids					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	*			200	
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included In Curi Is this item using Feder Is this item using State	al Funds?	YesX Yes Yes			
Budget Account Exp N Rev N	o: Fund <u>1420</u> o: Fund	Dept. <u>660</u> U Dept U	nit <u>2240</u> Obj nit Rev	<u>3401</u>	
B. Recommended Source Fund: 1420- ACC M Unit: 2240- Mobile	obile Spay/Ne	uter Program	cal Impact:		
*Additional costs of \$3 and Tri-County) where C. Departmental Fiscal Re	actual costs v	vere less than		ts (Furry Frie	ends
	III. <u>REV</u>	IEW COMMEN	<u> </u>	•	
A. OFMB Fiscal and/or Co	ntract Dev. an	d Control Con	nments:		
OFMB OFMB	9/10/2024 8A-4110 VIS	Allo	Sunda S Contract Devil	mach L And Control	<u>=</u> 9/18/24
B. Legal Sufficiency:		•			
81	- Det				
Assistant County	Attorney				
C. Other Department Revie	ew:				
Department Di	ector				

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

FIRST AMENDMENT TO CONTRACT FOR CONSULTING/PROFESSIONAL IN THE AREA OF VETERINARY/MEDICAL SERVICES

This First Amendment to the Contract is made as of the 13th day of August 2024, 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 Barky Pines Animal Rescue & Sanctuary, Inc. (BPAR), a Not for Profit Corporation authorized to do business in the State of Florida, hereinafter referred to as the ENTITY, whose Federal I.D. is 47-1934556.

WITNESSETH

WHEREAS, on August 22, 2023, the parties entered into a Contract for Consulting/Professional Services (R2023-1138), which provided for three (3) additional one (1) year renewals; and

WHEREAS, during the spring/summer of 2024 the Palm Beach County Division of Animal Care and Control ("ACC") experienced a Parvo virus outbreak that required the County to halt spay neuters at ACC to reduce the spread of the virus and protect the public; and

WHEREAS, during the Parvo virus outbreak at ACC, BPAR stepped up and provided spay neuter services for at risk cats and adoptable dogs that the County was unable to provide; and

WHEREAS, performing additional spay neuter services caused the not to exceed Contract amount of Seventy Five Thousand Dollars (\$75,000) to be exceeded by Thirty Thousand Dollars (\$30,000); and

WHEREAS the County wishes to increase the Contract not to exceed amount by Thirty Thousand Dollars (\$30,000) to cover those additional expenses; and

WHEREAS, this Amendment provides that BPAR will be paid for all services performed under the Contract that have exceeded the previous not to exceed amount of \$75,000; and

WHEREAS the County desires to amend the Contract by adding additional provisions to bring the Contract into compliance with State law.

NOW THEREFORE, in consideration of the mutual promises contained herein, the above named parties agree follows:

- 1. The aforementioned recitals are incorporated herein by reference.
- 2. ARTICLE 3 PAYMENTS TO ENTITY, paragraph A is replaced with the following:

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 <u>One Hundred Five Thousand Dollars</u> (\$105,000). The ENTITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The ENTITY 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.

3. Article 34 titled, "DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN" is hereby added to the Contract to read as follows:

ARTICLE 34- DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

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

4. Article 35 titled, "HUMAN TRAFFICKING AFFIDAVIT" is hereby added to the Contract to read as follows:

ARTICLE 35- HUMAN TRAFFICKING AFFIDAVIT

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

5. All other provisions of the Contract shall remain in full force and effect.

(The remainder of this page shall remain blank).

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

PALM BEACH COUNTY, FL FOR IT'S BOARD OF COUNTY COMMISSIONERS	ENTITY:
Digitally signed by Melody Thehvell	Barky Pines Animal Rescue & Sanctuary, Inc.
VICIOU Y (See See CN=Melody Thekwell, E= (See See See CN=Melody Thekwell, E= (See See See See See See See See See S	Company Name
By: Thelwell 2024 08 13 13:49:33-04:00'	
Purchasing Director	
	Signature
APPROVED AS TO FORM	Elizabeth Accomando
AND LEGAL SUFFICIENY	Typed Name
	Executive Director
By: Anne Helfar Bader 1 12 2007 4 10 10 10 10 10 10 10 10 10 10 10 10 10	Title
Assistant County Attorney	
	WITNESS:
APPROVED AS TO TERMS	Q Q ^ Digitally signed by Stephanie
AND CONDITIONS	Uigrainy signed by Stephanie Sejnoha Date: 2024.08.12 17:49:37 -04'00'
Digitally signed by Stephanie Sejnoha	Signature
Stephanie Sejnoha Date: 2024.08.12 17:49:49 -04'00'	Stephanie Sejnoha
Department or Division Director	Typed Name

(corp. seal)

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

I, the undersigned, am an officer or representative of Boukk Hine (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct. (signature of officer or representative) (printed name of officer or representative) State of Florida, County of Palm Beach Sworn to and subscribed before me by means of physical presence or online notarization , by Elizabeth Accomando. this, 15 day of June 2024 Personally known
OR produced identification

. Type of identification produced FDL A255-221-66-825-0 ALYSSA KNAPTON MY COMMISSION #HH348149 My Commission Expires: Jan, 10,2027 EXPIRES: JAN 10, 2027
Bonded through 1st State Insuran State of Florida at large

(Notary Seal)