Agenda Item #: 3X-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

	AGENDA	AGENDA ITEM SUMMARY						
Meeting Date: August 19, 2025		[X]	Consent Ordinance]	Regular Public Hearing		
Department: Department of Pu Submitted By: Department of Pu Department of Pu Division of Anima		ıblic Sa	<u>afety</u>					
I. EXECUTIVE BRIEF								
Motion and Title: Staff recommends motion to approve: First Amendment to the Contract for Consulting/Professional Services in the area of veterinary and medical services with Humane Society of Greater Jupiter/Tequesta, Inc. dba Furry Friends Humane (FF) for spaying/neutering at risk cats and adoptable dogs to increase the amount per cat to \$100 and to include at risk and adoptable dogs at a rate of \$125 per dog in an amount not to exceed \$75,000 beginning August 22, 2025 through August 21, 2026 with an automatic renewal for one (1) additional one (1)-year term.								
Summary: On August 23, 2023, the County entered into a contract with FF for spay and neuter services for cats (R2023-1137) as part of the C2Z program to reduce or eliminate euthanasia. Under this Contract, FF provides spay and neuter services to at-risk cats in the northern region of the County. Due to an increased need for services and rising costs of medical supplies, this amendment will allow FF to be compensated at a rate of \$100 per cat and expand spay and neuter services to dogs at a rate of \$125 per dog. This represents a \$25 increase per cat and the inclusion of dogs, compared to the previous contract. Despite the rate increase and inclusion of dogs, the total annual contract amount remains unchanged at \$75,000. The County also has active sterilization contracts with Peggy Adams Animal Rescue League(PAARL), Darbster Rescue, Tri-County Humane Society, and Barky Pines for outsourcing sterilization services throughout Palm Beach County. All sterilization contracts are being modified to reflect the new rate increase of cats and dogs. On March 19, 2025, the County published RFP 031825, which sought proposals from private veterinarians willing to provide these services, but there were no responses to provide cost effective solutions for the County. Countywide (SF)								
Background and Justification: On February 4, 2014, the Palm Beach County Board of County Commissioners approved the C2Z initiative through Resolution 2014-0193. This resolution established a partnership between PAARL and Palm Beach County Animal Care and Control, with a shared goal of ending the euthanasia of adoptable cats and dogs within ten (10) years. On February 5, 2024, the Resolution was amended (R2024-0192) to extend the target date to February 28, 2034. The C2Z initiative focuses on promoting spaying and neutering of at-risk animals to reduce and potentially eliminate the need for euthanasia. By entering into spay/neuter contracts with rescue organizations across the county, tens of thousands of unwanted births are prevented through free sterilization services. The increased demand for dog sterilization surgeries over the past year, driven by an influx of new residents, has contributed to this need. Animal Care and Control continues to seek additional partners to further expand these sterilization efforts.								
Attachment: 1) First Amendment to Contract with FF (with Exhibit "A-1", "B-1" and "C")								

Recommended By:

Approved By: _

II. FISCAL IMPACT ANALYSIS

A.	Five Year Summary of Fi	scal Impact				
	Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	2028	<u>2029</u>
Pe	rsonal Services					
Op	erating Expenses					
Ca	pital Outlay					
Gr	ants & Aids					
	ogram Income (County)					
ln-	Kind Match (County)					
	Net Fiscal Impact	*	*	*		
	ADDITIONAL FTE DSITIONS (Cumulative)	· · · · · · · · · · · · · · · · · · ·	www			
	Is Item Included In Currols this item using Federals this item using State	al Funds?		No NoX NoX		
	Budget Account Exp No Rev No	: Fund <u>1420</u> [: Fund	ept. <u>660</u> Unit _ Dept Uni	<u>2240</u> Obj. <u>3</u> t Rev.	401 <u>Prog.</u> Prog.	_
В.	Recommended Sources Fund: 1420- ACC Mo Unit: 2240- Mobile S	bile Spay/Neι	iter Program	al Impact:		
C.	*There is no additional spay/neuter services for Departmental Fisçal Rev	dogs without	increasing the tincreasing the	e rate paid p e overall cor	er cat and ad ntracted amou	lding int.
		III. <u>REVI</u>	EW COMMENT	<u>'S</u>		
A.	OFMB Fiscal and/or Con	tract Dev. and			A	
	OFMB	7/22/2025 OK 7/24	Contract	Shave Dev. And Co	1 05 7.24. 13.00— Introl 16, 7.2.	7·25
В.	Legal Sufficiency:	3 11 9				
	8-					
	Assistant County	Attorney				
C.	Other Department Review	v:				
	Department Dire	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 \(\sum_{\text{Q+h}} \) day of \(\text{Aug wt} \), 2025, 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 Humane Society of Greater Jupiter/Tequesta, Inc. dba Furry Friends Humane, hereinafter referred to as FF, 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 \(\frac{59-2111273}{2} \).

WITNESSETH

WHEREAS, on August 22, 2023, the parties entered into a Contract for Consulting/Professional Services (R2023-1137), which provided for three automatic renewals; and

WHEREAS, the Contract auto renewed on August 22, 2024 for the first of three one-year terms; and

WHEREAS, the Contract will auto renew on August 22, 2025 for the second of three one-year terms; and

WHEREAS, this First Amendment to the Contract increases the amount that will be paid to FF for services provided to each cat and adds spay/neuter services provided to adoptable dogs to the Contract; and

WHEREAS, FF will be paid \$100 per cat and \$125 per dog; and

WHEREAS, the not to exceed amount of the Contract remains the same; and

WHEREAS, the County desires to amend the Contract to include 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 34 titled, "DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN" is added:

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.

3. Article 35 titled, "HUMAN TRAFFICKING AFFIDAVIT" is added:

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

- 4. Exhibit C of the agreement if hereby added to the Contract.
- 5. Exhibit A of the Contract is hereby replaced with Exhibit A-1.
- 6. Exhibit B of the Contract is hereby replaced with Exhibit B-1.
- 7. 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 Contract on behalf of the COUNTY and ENTITY has hereunto set its hand the day and year above written.

ATTEST:					
JOSEPH ABRUZZO	PALM BEACH COUNTY				
CLERK AND COMPTROLLER	BOARD OF COUNTY COMMISSIONERS:				
By:	Ву:				
Deputy Clerk	Maria G. Marino, Mayor				
WITNESS:	ENTITY:				
Jess Grand	Furry Friends Humane, Inc.				
Signature U	Company Name				
Jess Grand	1/-9(_				
Name (type or print)	Signature				
	// Jason Gluck				
Jiki	Typed Name				
Signature O	Chief Executive Officer				
Niki Gottesman	Title				
Name (type or print)	THE				
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: County Attorney	(corp. seal				

APPROVED AS TO TERMS

Department Director

AND CONDITIONS

SCOPE OF WORK

The Director of the Palm Beach County Division of Animal Care and Control (the "Director") will transfer or refer to Humane Society of Greater Jupiter/Tequesta, Inc. dba Furry Friends Humane ("FF") at risk cats, at risk dogs and adoptable dogs for microchipping, spaying/neutering, vaccinating, parasite control administration, ear tipping (for community cats), and tattooing (for cats and dogs to be released to an owner or for adoption)(referred to collectively as "medical services").

Many of the at risk cats to be transferred/referred by the Director may be free-roaming cats that have been impounded at the Palm Beach County Division of Animal Care and Control (the "Division") as well as trapped by residents of Palm Beach County. Other at risk animals include dogs impounded at the Division or referred by the Division from private owners. The Director may also request that FF perform medical services for free-roaming cats in targeted communities in areas of high intake and/or rescued from the Division by local non-profits. Each cat brought to FF 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 a community cat 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. For any cat with a microchip indicating that the cat is owned, FF shall contact the owner and hold the cat for redemption in accordance with the Palm Beach County Animal Care and Control Ordinance or shall transfer the cat to the Division. Any microchipped cat not sterilized and/or up-to-date on his/her rabies vaccination (not including those kittens rescued from the Division that may or may not have a microchip) shall be transferred to the Division or FF shall obtain the owner's permission to provide medical services to the cat before return to the owner. No cat shall be released without sterilization, a microchip, and current rabies vaccine.

All cats transferred or referred to FF by the Division (other than the specified cats to be picked up by the Division) shall be provided the medical services listed below.

A. Furry Friends Humane (FF) shall agree to provide the following medical services:

Community Cats:

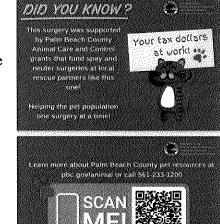
- 1. Microchipping
- 2. Vaccinating against, Feline Viral Rhinotracheitis, Calcivirus, and Panleukopenia ("FVRCP"), and Rabies with a 3-year vaccine product
- 3. Perform spay or neuter surgery
- 4. Administer a topical parasiticide as needed (supplied by ACC upon request)
- 5. Administer an injectable parasiticide such as Ivermectin or other approved parasiticide, as needed
- 6. Administer injectable analgesia such as meloxicam for post-operative support
- 7. Mark cat with a ventral near mid-line tattoo
- 8. Provide ear tipping on the left ear

Rescue and Owned Cats who are/will be OWNED:

- 9. Microchipping
- 10. Vaccinate against, FVRCP, and Rabies with a 3-year vaccine product.
- 11. Perform spay or neuter surgery
- 12. Administer a topical parasiticide as needed (supplied by ACC upon request)
- 13. Administer an injectable parasiticide such as Ivermectin or other approved parasiticide, as needed
- 14. Administer injectable analgesia such as meloxicam for post-operative support
- 15. Mark with a central near mid-line tattoo

Adoptable and At Risk Dogs who are/will be OWNED:

- 16. Microchipping
- 17. Vaccinate against common pathogens (DAPPv) and Rabies with a 1 year or 3 year vaccine
- 18. Perform spay or neuter surgery
- 19. Administer a topical parasiticide as needed (supplied by ACC upon request)
- 20. Administer an injectable parasiticide such as Ivermectin or other approved parasiticide, as needed
- 21. Administer injectable analgesia such as meloxicam for post-operative support
- 22. Mark with a central near mid-line tattoo
- **B.** Unless otherwise specified, the above-cited records shall be provided to the County on monthly basis (no later than the 5th day of the following month), along with FF invoice for payment for services rendered. The CSV formatted files for reporting will be provided by the Division.
- C. FF shall, at all times, comply with the Palm Beach County Animal Care and Control Ordinance, as amended.
- **D.** FF shall maintain records containing a description of each cat or dog, the microchip number of the cat or dog and proof of vaccination. For any cat brought to <u>FF</u> during a targeted intervention event, FF shall also maintain records specifying the
 - location where the cat was trapped.
- E. FF will give each Owner/Rescue Partner/Trapper a "Tax Dollars at Work" information card (see at right) which may be amended by the Division from time to time and provided to FF, upon departure with the sterilization and vaccination paperwork package.



F. After the above-cited medical services are performed, FF shall:

Release the cats to the person performing trapping, owner of the cat, rescue, or Division (if directed by the Director).

Release the dogs to the owner of the dog, rescue, or Division (if directed by the Director).

SCHEDULE OF PAYMENTS

The Scope of Work shall be completed by FF in accordance with Exhibit "A." FF shall be compensated for the services set forth in EXHIBIT "A" at the rate of \$100 per cat and \$125 per dog.

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

The Humane Society of Greater Jupiter Tequesta I, the undersigned, am an officer or representative of dba Furry Friends Adoption, Clinic & Ranch (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. Jason Gluck (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 A physical presence or
online notarization this, 26th day of 500c , by Jason Gluch Personally known
OR produced identification Type of identification produced NOTARY PUBLIC KORREE WESTBROOK My Commission Expires: 67/31/2027 Notary Public - State of Flori Commission # HH 427678 State of Florida at large My Comm. Expires Jul 31, 2027

(Notary Seal)