

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: August 19, 2025	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

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

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I. EXECUTIVE BRIEF

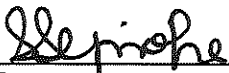
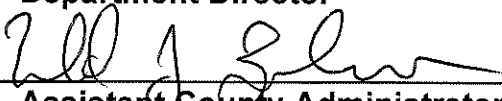
Motion and Title: Staff recommends motion to approve: Second amendment to the Contract for Consulting/Professional Services in the area of veterinary and medical services with Barky Pines Animal Rescue & Sanctuary, Inc. (BPAR) for spaying/neutering at risk cats and adoptable dogs to increase the amount per cat to \$100 and per dog to \$125 in an amount not to exceed \$105,000 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 (R2023-1138), Palm Beach County's Public Safety Department, Division of Animal Care and Control entered into a contract with BPAR to serve as part of the C2Z program to reduce or eliminate euthanasia. Under this Contract, BPAR provides spay and neuter services to at-risk cats and adoptable dogs in the western region of the County. The initial Contract covered spay and neuter with cats at \$75 and dogs at \$100 each, totaling no more than \$75,000. In 2024, the contract amount was increased to \$105,000 to compensate BPAR for providing additional services during a Parvo outbreak as ACC prioritized the prevention of the spread of disease at the shelter. Due to an increased need for services and rising costs of medical supplies, this amendment will allow BPAR to be compensated at a rate of \$100 per cat and \$125 per dog. This represents a \$25 increase per cat and dog compared to the previous contract. Despite the rate increase, the total annual contract amount remains unchanged from \$105,000. The County also has active sterilization contracts with Peggy Adams Animal Rescue League (PAARL), Darbster Rescue, Tri-County Humane Society, and Furry Friends Humane 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 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 throughout the county prevents tens of thousands of unwanted births by allowing free sterilization services. The increased demand for dog and cat 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) Second Amendment to Contract with BPAR (with Exhibit "A" and "B-1") (2)
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Recommended By: <u></u>	<u>7/18/25</u>
Department Director	Date
Approved By: <u></u>	<u>8/2/25</u>
Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Personal Services	_____	_____	_____	_____	_____
Operating Expenses	_____	_____	_____	_____	_____
Capital Outlay	_____	_____	_____	_____	_____
Grants & Aids	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	_____*	_____*	_____*	_____	_____

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included In Current Budget? Yes X No _____
Is this item using Federal Funds? Yes _____ No X
Is this item using State Funds? Yes _____ No X

Budget Account Exp No: Fund 1420 Dept. 660 Unit 2240 Obj. 3401
Rev No: Fund _____ Dept. _____ Unit _____ Rev. _____

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

Fund: 1420- ACC Mobile Spay/Neuter Program

Unit: 2240- Mobile Spay /Neuter Program

*There is no additional fiscal impact, increasing the rate paid per cat and dog without increasing the overall contracted amount.

C. Departmental Fiscal Review: Nyia Chua 4/27/25

III. REVIEW COMMENTS

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

Lisa Muth 7/22/2025
OFMB JA 7/21
VS 7/21

Brenda Gnashko ^{03 7/25/25}
Contract Dev. And Control 267 7/23/25

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.

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

This Second Amendment to the Contract is made as of the 19th day of August, 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 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 23, 2023, the parties entered into a Contract for Consulting/Professional Services (R2023-1138), which provided for automatic renewals; and

WHEREAS, the Contract will auto renew on August 12, 2025 for another one year term; and

WHEREAS, the First Amendment to the Contract increased the not to exceed amount of the Contract to \$105,000 per year; and

WHEREAS, the County wishes to continue to compensate BPAR for spay neuter services in the not to exceed amount of \$105,000 per year; and

WHEREAS, this Second Amendment to the Contract increases the amount to be paid to BPAR for services provided to each dog and cat; and

WHEREAS, BPAR will be paid \$100 per cat and \$125 per dog.

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. Exhibit B of the Contract is hereby replaced with Exhibit B-1.
3. 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
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

WITNESS:

Signature

Name (type or print)

Signature

Name (type or print)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Department Director

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

By: _____
Maria G. Marino, Mayor

ENTITY:

Company Name

Signature

Typed Name

Title

(corp. seal

EXHIBIT “A”

SCOPE OF WORK

The Director of the Palm Beach County Division of Animal Care and Control (the “Director”) will transfer or refer to Barky Pines Animal Rescue & Sanctuary (“BPAR”) 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 BPAR 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 BPAR 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, BPAR 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 BPAR 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 BPAR by the Division (other than the specified cats to be picked up by the Division) shall be provided the medical services listed below.

- A. Barky Pines Animal Rescue & Sanctuary (BPAR) shall agree to provide the following medical services:

Community Cats:

1. Microchipping
2. Vaccinating against, Feline Viral Rhinotracheitis, Calicivirus, 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 BPAR invoice for payment for services rendered. The CSV formatted files for reporting will be provided by the Division.
- C.** BPAR shall, at all times, comply with the Palm Beach County Animal Care and Control Ordinance, as amended.
- D.** BPAR 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 BPAR during a targeted intervention event, BPAR shall also maintain records specifying the location where the cat was trapped.
- E.** BPAR 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 BPAR, upon departure with the sterilization and vaccination paperwork package.



F. After the above-cited medical services are performed, BPAR 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 BPAR in accordance with Exhibit “A.” BPAR shall be compensated for the services set forth in EXHIBIT “A” at the rate of \$100 per cat and \$125 per dog.