

**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 One Hundred Five Thousand Dollars (\$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

By: **Melody Thelwell**
Purchasing Director
Digitally signed by Melody Thelwell
DN: c=org, DC=pbgov, OU=Enterprise, OU=Users, CN=Melody Thelwell, E=mel@pbco.gov
Reason: I am the author of this document
Date: 2024.08.13 13:48:33-04'00'
Foxit PDF Editor Version: 12.1.0

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: **Anne Helfant**
Assistant County Attorney
Digitally signed by Anne Helfant
DN: c=org, DC=pbgov, OU=Enterprise, OU=CATT, OU=Users, CN=Anne Helfant, E=ahelfant@pbco.gov
Reason: I am the author of this document
Date: 2024.08.13 12:30:07-04'00'
Foxit PDF Editor Version: 12.1.0

APPROVED AS TO TERMS AND CONDITIONS

By: **Stephanie Sejnoha**
Department or Division Director
Digitally signed by Stephanie Sejnoha
Date: 2024.08.12 17:49:49 -04'00'

ENTITY:

Barky Pines Animal Rescue & Sanctuary, Inc.
Company Name

Signature

Elizabeth Accomando
Typed Name

Executive Director
Title

WITNESS:

Stephanie Sejnoha
Signature
Digitally signed by Stephanie Sejnoha
Date: 2024.08.12 17:49:37 -04'00'

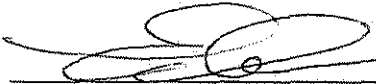
Stephanie Sejnoha
Typed Name

(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 Bark Pines Animal Rescue Sanctuary
(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)

Elizabeth Accomando
(printed name of officer or representative)

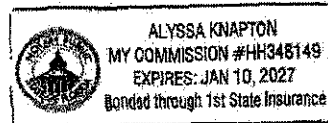
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 15 day of June, 2024, by Elizabeth Accomando.

Personally known OR produced identification .

Type of identification produced FDL A255-221-66-825-0

Alyssa Knapton
NOTARY PUBLIC
My Commission Expires: Jan, 10, 2027
State of Florida at large



(Notary Seal)