

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: <u>May 1, 2007</u>	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department:

Submitted By: Public Safety Department

Submitted For: Animal Care and Control Division

I. EXECUTIVE BRIEF

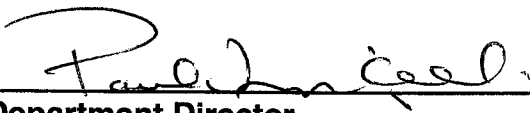
Motion and Title: Staff recommends motion to receive and file: Amendment No.1 to a standard agreement with Raphael Z. Gilbert, DVM for veterinary services. This amendment increases the total amount of compensation to an amount not to exceed \$30,000 for the period October 1, 2006 through September 30, 2007 for the Public Safety Department.

Summary: Because of the recent resignation of one of the veterinarians at Animal Care and Control, additional services have been requested from the available contract veterinarians. This amendment increases the total "not to exceed" compensation to \$30,000 from \$10,000. Resolution R2002-1985 authorizes the County Administrator or his designee to execute standard contracts with various Florida licensed veterinarians to provide needed part-time, relief and emergency "on-call" professional medical services for shelter animals. Countywide (DW)

Background and Justification:

Attachments:

- 1. Amendment No. 1 to Standard veterinary agreement

Recommended by:  3/22/07
 Department Director Date

Approved By: 
 Assistant County Administrator Date

**AMENDMENT NO. 1 TO CONTRACT WITH
RAPHAEL Z. GILBERT, DVM**

THIS AMENDMENT NO. 1 dated this 23rd day of January, 2007, to the contract of July 1, 2006, R2006-2285 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 RAPHAEL Z. GILBERT, AN INDIVIDUAL, 4794 North Citation Drive, Apt. 201, Delray Beach, FL 33445, hereinafter referred to as the VETERINARIAN, who is licensed in the State of Florida, veterinary license #VM-9737.

WHEREAS, the COUNTY engaged the services of VETERINARIAN for the purpose of providing relief veterinary services; and

WHEREAS, Resolution 2002-1985 authorizes the County Administrator or his designee to execute such contracts and amendments thereto.

NOW THEREFORE, COUNTY and VETERINARIAN desire to amend the Agreement as follows:

SECTION 1. ARTICLE III – CHARGES AND RATES FOR SERVICE PAYMENT:

The VETERINARIAN will be paid for all services ordered, hereunder at the following rates (fill in only those that are applicable):

A. HOURLY, DAILY AND/OR WEEKLY RATES:

1. RELIEF VETERINARY SERVICES

- a. Hourly rate for providing relief veterinary services from 8:00 a.m. to 5:00 p.m. when notice is given of need for services:
Hourly rate: \$50.00
- b. Daily rate for providing relief veterinary services (8 hours per day) from 8:00 a.m. to 5:00 p.m.:
Daily rate: \$400.00
- c. Weekly rate for providing relief veterinary services when the regular staff veterinarian will be away for five days or more:
Weekly rate: N/A

2. EMERGENCY ON-CALL AFTER-HOUR VETERINARY SERVICES

- a. Hourly rate for providing emergency on-call after-hour veterinary services for the Animal Care and Control shelter from 5:01 p.m. to 12:00 midnight weekdays (Monday through Friday):
Rate for first hour: N/A
Rate for second and subsequent hours: N/A
- b. Hourly rate for providing emergency on-call after-hour veterinary services for the Animal Care and Control shelter from 12 midnight to 8:00 a.m. weekdays (Monday through Friday):
Rate for first hour: N/A
Rate for second and subsequent hours: N/A
- c. Hourly rate for providing emergency on-call after-hour veterinary services for the Animal Care and Control shelter from 8:01 a.m. to 12:00 midnight each weekend (Saturday and Sunday) and County holidays (12 per year):
Rate for first hour: N/A
- d. Hourly rate for providing emergency on-call after-hour veterinary services for the Animal Care and Control shelter from 12:00 midnight to 8:00 a.m. each weekend (Saturday and Sunday) and county holidays (12 per year):
Rate for first hour: N/A
Rate for second and subsequent hours: N/A
- e. Percentage discount of usual and customary charges for medications, materials, etc. when animals are treated at an alternative veterinary clinic:

Percentage discount: N/A

f. If animals are treated off-site, maximum cost for each case: N/A

3. RATES FOR TELEPHONE CONSULTATIONS/COVERAGE PERIODS:

There is no charge for a telephone consultation when it is necessary to physically respond to an injured/sick animal case after hours.

Rate for each telephone consultation with personnel/veterinary technicians at the Animal Care and Control shelter from:

a. 5:01 p.m. to 12:00 midnight weekdays (Monday through Friday):

Rate for each telephone call: N/A

b. 12:00 midnight to 8:00 a.m. weekdays (Monday through Friday):

Rate for each telephone call: N/A

c. 8:01 a.m. to 12:00 midnight each weekend (Saturday and Sunday) and county holidays(12 per year):

Rate for each telephone call: N/A

d. 12:00 midnight to 8:00 a.m. each weekend (Saturday and Sunday) and county holidays (12 per year):

Rate for each telephone call: N/A

4. HOURLY RATE INVOLVING ANIMAL CRUELTY CASES:

a. Hourly rate for serving as an expert witness in court for animal cruelty cases that the relief or emergency on-call after-hour veterinarian initially examined:

Hourly rate: N/A

b. Hourly rate for responding to emergency on-call after-hour cases involving cruelty to animals directly at the scene of the alleged cruelty. It will be necessary to prepare a detailed written report for such cases. The need for the emergency on-call after-hour veterinarian to perform these services will be infrequent.

Hourly Rate: N/A

Invoices received from the VETERINARIAN pursuant to this Contract will be reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with this 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.

Invoices may be submitted to Animal Care and Control weekly or monthly. The VETERINARIAN shall receive no additional compensation for performance under this Contract except as provided for herein and under no circumstances shall the total value of all combined orders exceed \$30,000 in any one fiscal year. It is understood that the total amount that may be expended for all emergency on-call after-hour veterinary service contracts and all relief veterinary services shall not exceed that approved budget allocation for the Animal Care and Control Division.

Final Invoice: In order for both parties herein to close their books and records, the VETERINARIAN will clearly state "final invoice" on the VETERINARIAN'S final/last billing to the COUNTY. This shall constitute VETERINARIAN'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 the VETERINARIAN.

The COUNTY shall not be obligated to provide the VETERINARIAN with any fringe benefits. The COUNTY shall not be obligated to withhold U.S. income tax, withholding or social security tax, unemployment, or worker's compensation payments, and any similar withholdings. It is expressly understood that the VETERINARIAN is not entitled to participate in the State Retirement Program.

NOW THEREFORE, COUNTY and VETERINARIAN agree that the maximum payments by the County for performance of all combined veterinary services, as set forth in Article III of the contract is increased from \$10,000 to \$30,000 in any one fiscal year. (As identified in Article III of the original contract.)

SECTION 2

Except as specifically modified as above, all terms and conditions of the contract are hereby confirmed and remain in full force and effect.

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 the VETERINARIAN has hereunto set his hand as of the day and year above written.

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: *Vincent J. Bonvento*
Vincent J. Bonvento

Title: Assistant County Administrator

WITNESSES AS TO THE
VETERINARIAN

VETERINARIAN

Donna Zoberman

By: *Raphael Z. Gilbert, DVM*

DONNA L. ZOBEMAN
Name (type or print)

RAPHAEL Z. GILBERT, DVM
Name (type or print)

Aileen B. Sanguinetti

March 13, 2007

AILEEN B. SANGUINETTI
Name (type or print)

APPROVED AS TO TERMS AND CONDITIONS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Paul Milelli
Paul Milelli, Director Public Safety

Dawn Wynn
Dawn Wynn, Assistant County Attorney