

II. FISCAL IMPACT ANALYSIS


A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures					
Operating Costs	10,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	10,000				
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes X No

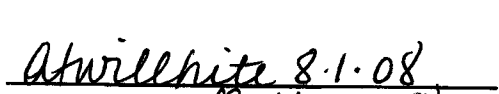
Budget Account No.: Fund 0001 Department 660 Unit 2220 Object 3401


**B. Recommended Sources of Funds/Summary of Fiscal Impact:
Existing Budget**

C. Departmental Fiscal Review: 


III. REVIEW COMMENTS

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

 8-1-08
OFMB 8/1/08 ^{cn} 7/31/08


Contract Administration

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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

VETERINARY SERVICES CONTRACT
FOR EMERGENCY SURGERIES
FOR
PALM BEACH COUNTY ANIMAL CARE AND CONTROL DIVISION
WEST PALM BEACH, FLORIDA

This Contract is made as of the 1st day of October, 2007, 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 Xavier Garcia, DVM d/b/a El Cid Animal Clinic, 3006 S. Dixie Highway, WPB, FL 33405 an individual, authorized to do business in the State of Florida and who is licensed in the State of Florida, veterinary license number VM-4836, hereinafter referred to as the VETERINARIAN whose Federal Tax ID number is 65-0561943, for a position hereinafter referred to as Emergency Surgery Services.

WHEREAS, it is necessary for the COUNTY to engage the services of a VETERINARIAN for relief veterinary services and emergency on-call after-hour veterinary services; and

WHEREAS, the VETERINARIAN is able to provide said services for compensation and shall be entitled to compensation under this Contract.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the VETERINARIAN agree as follows:

ARTICLE 1 - SERVICES

The VETERINARIAN'S responsibility under this Contract is to provide professional/consultation services in the area of veterinary medicine, as more specifically set forth in the Scope of Work detailed in Exhibit AA@.

The COUNTY'S representative/liason during the performance of this Contract shall be Dianne M. Sauve, Director, telephone number (561) 233-1251.

The VETERINARIAN'S representative/liason during the performance of the Contract shall be Xavier Garcia, DVM, telephone number (561) 832-7922.

ARTICLE 2 - CONTRACT SCHEDULE

The VETERINARIAN shall commence services on October 1, 2007 and complete all services by September 30, 2008. This Contract may be renewed by written mutual agreement of the parties for up to two (2) additional years for the same terms and conditions. Renewal is subject to available funding at the time of renewal. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO VETERINARIAN

- A. 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 ten thousand dollars (\$10,000). The VETERINARIAN shall notify the COUNTY'S representative in writing when 90% of the "not to exceed amount" has been reached. The VETERINARIAN will bill the COUNTY on a monthly basis, or as otherwise provided 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.
- B. 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 the 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.

- C. 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.
- D. 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.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the VETERINARIAN shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the VETERINARIAN'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside VETERINARIANS. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This contract may be canceled by the VETERINARIAN upon sixty (60) days prior written notice to the COUNTY'S representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the VETERINARIAN. It may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the VETERINARIAN. Unless the VETERINARIAN is in breach of this Contract, the VETERINARIAN shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination.

After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the VETERINARIAN shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The VETERINARIAN represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such

personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the VETERINARIAN or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the VETERINARIAN'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The VETERINARIAN warrants that all professional services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the VETERINARIAN. The VETERINARIAN shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the VETERINARIAN authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The VETERINARIAN shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 8 - SUBCONTRACTING

This being a professional services contract, subcontracting is not allowed.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years is contingent upon annual appropriations for its purposes by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. VETERINARIAN shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage's and limits (including endorsements), as described herein. VETERINARIAN shall agree to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverage's. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by VETERINARIAN are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by VETERINARIAN under the Contract.
- B. **Commercial General Liability** VETERINARIAN shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. VETERINARIAN shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** VETERINARIAN shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event VETERINARIAN doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing VETERINARIAN to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be

satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. VETERINARIAN shall provide this coverage on a primary basis.

- D. **Worker's Compensation Insurance & Employers Liability** VETERINARIAN shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. VETERINARIAN shall provide this coverage on a primary basis.
- E. **Professional Liability** VETERINARIAN shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of VETERINARIAN'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis VETERINARIAN shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or claims-made" form. If coverage is provided on a "claims-made" form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, VETERINARIAN shall purchase a SERP with a minimum reporting period not less than 3 years. VETERINARIAN shall provide this coverage on a primary basis.
- F. **Additional Insured** VETERINARIAN shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read
- "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, employees and Agents." VETERINARIAN shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** VETERINARIAN hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then VETERINARIAN shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should VETERINARIAN enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, VETERINARIAN shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage's required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate of Insurance shall be issued to

Palm Beach County
c/o Animal Care & Control
7100 Belvedere Road
West Palm Beach, FL 33411

- I. **Umbrella or Excess Liability** If necessary, VETERINARIAN may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage's, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 – INDEMNIFICATION

VETERINARIAN shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action or every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of VETERINARIAN.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the VETERINARIAN each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the VETERINARIAN shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the VETERINARIAN.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The VETERINARIAN represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The VETERINARIAN further represents that no person having any such conflict of interest shall be employed for said performance of services.

The VETERINARIAN shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the VETERINARIAN'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business

association, interest or circumstance; the nature of work that the VETERINARIAN may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the VETERINARIAN. The COUNTY agrees to notify the VETERINARIAN of his/her opinion by certified mail within thirty (30) days of receipt of notification by the VETERINARIAN. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the VETERINARIAN, the COUNTY shall so state in the notification and the VETERINARIAN shall, at his/her option, enter into said association, interest or circumstance and he/she shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the VETERINARIAN under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The VETERINARIAN shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the VETERINARIAN or its subcontractor and without their fault or negligence. Such causes include, but are not limited to acts of God, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the VETERINARIAN'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the VETERINARIAN'S failure to perform was without it or its subcontractor's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 -ARREARS

The VETERINARIAN shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The VETERINARIAN further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The VETERINARIAN shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the VETERINARIAN and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

The COUNTY and the VETERINARIAN shall comply with the provisions of Chapter 119, Florida Statute (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The VETERINARIAN is, and shall be, in the performance of all work services and activities under this Contract, an Independent CONTRACTOR, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the VETERINARIAN'S sole direction, supervision, and control. The VETERINARIAN shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the VETERINARIAN'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The VETERINARIAN does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The VETERINARIAN warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VETERINARIAN to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the VETERINARIAN, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The VETERINARIAN shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the VETERINARIAN'S place of business.

ARTICLE 21 - NONDISCRIMINATION

The VETERINARIAN warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 22 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 23 - AUTHORITY TO PRACTICE

The VETERINARIAN hereby represents and warrants that he/she has and will continue to maintain all licenses and approvals required to conduct his/her business, and that he/she will at all times conduct his/her business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 24 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the VETERINARIAN certifies that he/she, his/her affiliates, suppliers, subcontractors and VETERINARIANS who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Florida Statutes, Section 287.133(3) (a).

ARTICLE 26 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the VETERINARIAN of the COUNTY'S notification of a contemplated change, the VETERINARIAN shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall effect the VETERINARIAN'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the VETERINARIAN shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the VETERINARIAN shall not commence work on any such change until such written amendment is signed by the VETERINARIAN and approved and executed by the Board of County Commissioners for Palm Beach County.

ARTICLE 27 - CRIMINAL HISTORY RECORDS CHECK

The VETERINARIAN shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if VETERINARIAN'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The VETERINARIAN acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, The VETERINARIAN shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 28 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY'S representative shall be mailed to:

Dianne M. Sauve, Director
Palm Beach County Animal Care & Control Division
7100 Belvedere Road
West Palm Beach, Florida 33411

and if sent to the VETERINARIAN shall be mailed to:

Xavier Garcia, DVM
3006 S. Dixie Highway
West Palm Beach, FL 33405

ARTICLE 29 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the VETERINARIAN agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26 - Modifications of Work.

ARTICLE 30 – REGULATIONS; LICENSING REQUIREMENTS:

The VETERINARIAN shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. VETERINARIAN is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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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 VETERINARIAN has hereunto set its hand the day and year above written.

Sharon Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: *Vincent J. Bonvento*
Vincent J. Bonvento
Assistant County Administrator

WITNESS AS TO THE
VETERINARIAN

VETERINARIAN

[Signature]
JOAQUIN GARCIA
Name (type or print)

By: *[Signature]*
XAVIER GARCIA
Name (type or print)

[Signature]
OSCAR SALGADO
Name (type or print)

Jan 21, 2008

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *[Signature]*
Shannon Fox, Asst. County Attorney

APPROVED AS TO FORM
AND CONTENT

By: *Vincent J. Bonvento*
Vincent J. Bonvento, Director
Department of Public Safety

EXHIBIT "A"

SCOPE OF SERVICES SPECIFICATIONS

Veterinarian shall be licensed, certified and provide emergencies surgery services for Animal Care and Control Division, 7100 Belvedere Road, West Palm Beach, FL 33411.

RESPONSIBILITY AND DUTIES

The Veterinarian shall be responsible to the County and shall perform the following duties:

1. Regularly Scheduled Services. The Veterinarian agrees to be present for emergency surgery services upon request by the Animal Care and Control Division, 7100 Belvedere Road, West Palm Beach, FL, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Additionally, the Veterinarian agrees to make himself/herself available for occasional telephone consultations with Animal Care and Control staff during the same time period.
2. The specific responsibilities of the veterinarian shall include but not be limited to:
 - a) Providing and coordinating appropriate medical care for animals impounded at the El Cid Animal Clinic at 3006 S. Dixie Highway, WPB, FL facility. This care will include routine examinations, prescribing and administering drugs (provided by Animal Care and Control), laboratory analyses and animal treatments beyond the scope of the Animal Care and Control Division.
 - b) Coordinating and supervising animal euthanasia procedures and necropsies as required and needed by Animal Care and Control.
 - c) Vaccinations supplied by VETERINARIAN.
3. Emergency Services. The Veterinarian agrees to remain on-call for the Animal Care and Control Division during the above referenced times, but excluding times of vacation and personal emergencies, to provide emergency medical services for sick and injured small in the custody of, or under the control of Animal Care and Control personnel.
 - a) The veterinarian agrees to respond/acknowledge an emergency medical service call within one-half hour of notification according to the following procedures:
 - 1) Manage the emergency when appropriate and sufficient under the circumstances by telephone consultations with Animal Care and Control personnel, or
 - 2) The Veterinarian may be asked to treat the animal at private hospital of the Veterinarian.

Client#: 26580

ELCIDANIM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/23/08
PRODUCER CS&S/Gateway Insurance Agency PO Box 946580 Maitland, FL 32794-6580 866 337-6594	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED El Cid Animal Clinic 3006 South Dixie Highway West Palm Beach, FL 33405	INSURERS AFFORDING COVERAGE INSURER A: American Casualty Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	2068791604	03/27/08	03/27/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2068791604	03/27/08	03/27/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESSUMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is Named as Additional Insured - Owners, Lessees or Contractors.

APPROVED
 By *Nancy L. Holt*
RISK MANAGEMENT DEPT.
 DATE 5/9/08

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of
 County Commissioners Palm Beach
 County Animal Control 7100
 Belvedere Road
 West Palm Beach, FL 33411

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Christine Pizze

05/07/2008 07:14 5618321119

EL CID ANIMAL CLINIC

PAGE 01/01

05-02-2008 12:00

AVMA PLIT

2 P.01/01

ACORD

5/02/2008

PRODUCER AVMA Professional Liability Insurance Trust c/o Hub International Midwest 55 East Jackson Boulevard Chicago, IL 60604-4187		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Xavier F. Garcia, DVM c/o El Cid Animal Clinic 3006 South Dixie Highway West Palm Beach, FL 33405		COMPANIES AFFORDING COVERAGE COMPANY A Zurich American Insurance Co. COMPANY B COMPANY C COMPANY D	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROF <input checked="" type="checkbox"/> Prof. Liab.	47257	VPL	1/01/08	1/01/09	GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	By <u>Nancy A. Bolin</u> RISK MANAGEMENT DEPT. DATE <u>5/8/08</u>				<input type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATION/NAE/ENGL/CSPECIAL ITEMS Subject to policy terms and conditions of AVMA Professional Liability Insurance Trust Master Policy #EOL 5241302-03

Palm Beach County 7100 Belvedere Road West Palm Beach, FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <u>Martin P. Hughes</u>
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TOTAL P.01

50 (Policy Provisions: WC 00 00 00 A)

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NA INFORMATION PAGE

WBG WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: TWIN CITY FIRE INSURANCE COMPANY
HARTFORD PLAZA, HARTFORD, CONNECTICUT 06115

NCCI Company Number: 14974
Company Code: 7



02233
*1500183NA19500101

POLICY NUMBER: 83 WBG NA1950
Previous Policy Number: 83 WBG NA1950
HOUSING CODE: DD

Suffix
LARS RENEWAL
03

1. Named Insured and Mailing Address: EL CID ANIMAL CLINIC
(No., Street, Town, State, Zip Code)

FEIN Number: 650561943
3006 S DIXIE HWY
WEST PALM BEACH, FL 33405

State Identification Number(s):
UIN:

The Named Insured is: CORPORATION
Business of Named Insured: ANIMAL HOSPITAL
Other workplaces not shown above: 3006 S DIXIE HWY
WEST PALM BEACH FL 33405

2. Policy Period: From 08/07/07 To 08/07/08
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: HUB INTERNATIONAL IL LTD/AVMA/PLIT

55 EAST JACKSON BOULEVARD
CHICAGO, IL 60604
Producer's Code: 550728

Issuing Office: THE HARTFORD
8711 UNIVERSITY EAST DRIVE
CHARLOTTE NC 28213
(866) 467-8730

Total Estimated Annual Premium: \$4,882
Deposit Premium:
Policy Minimum Premium: \$455 FL (INCLUDES INCREASED LIMIT MIN. PREM.)

Audit Period: ANNUAL
Installment Term:
The policy is not binding unless countersigned by our authorized representative.

Countersigned by *Margie K. Ape*
Authorized Representative

06/18/07
Date

**FLORIDA AUTOMOBILE INSURANCE
IDENTIFICATION CARD**

ALLSTATE INSURANCE COMPANY

POLICY NO. COMPANY CODE: EFFECTIVE DATE
649853600 BAP 09020 06/06/07

PERSONAL INJURY PROTECTION BENEFITS/
PROPERTY DAMAGE LIABILITY: YES
BODILY INJURY LIABILITY: YES

INSURED

EL CID ANIMAL CLINIC

YR MAKE/MODEL VEHICLE IDENTIFICATION NO.
95 JAGUAR XJS SAJNX2740SC221302

NOT VALID FOR MORE THAN ONE
YEAR FROM EFFECTIVE DATE

**FLORIDA AUTOMOBILE INSURANCE
IDENTIFICATION CARD**

ALLSTATE INSURANCE COMPANY

POLICY NO. COMPANY CODE: EFFECTIVE DATE
649853600 BAP 09020 06/06/07

PERSONAL INJURY PROTECTION BENEFITS/
PROPERTY DAMAGE LIABILITY: YES
BODILY INJURY LIABILITY: YES

INSURED

EL CID ANIMAL CLINIC

YR MAKE/MODEL VEHICLE IDENTIFICATION NO.
00 MERCURY MOUNTAINEER 4M22U66P4YUJ37184

NOT VALID FOR MORE THAN ONE
YEAR FROM EFFECTIVE DATE