

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: January 24, 2012       Consent      [ ] Regular  
     Ordinance      [ ] 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: a contract with Byron V. Reid, D.V.M. for on-call veterinary services for large animals in an amount not to exceed \$10,000 for the period January 24, 2012 through January 23, 2013. This contract may be renewed by written mutual agreement of the parties for up to four (4) additional years for the same terms and conditions.

**Summary:** The Animal Care and Control (ACC) Division is required to provide appropriate and necessary veterinary services for sheltered animals. This contract will provide part-time, relief and emergency "on-call" professional medical services for sheltered animals on an as needed basis. **COUNTYWIDE (SF)**

**Background and Justification:** During emergencies Animal Care and Control has found it necessary to enlist the aid of a veterinarian specializing in large animals to provide medical services to rescued or injured animals, (livestock).

**Attachments:**

- 1) Veterinary Services Contract

Recommended by:

Vuit G. Bonvento  
 Department Director

12/28/11  
 Date

Approved by:

Vuit G. Bonvento  
 Assistant County Administrator

12/28/11  
 Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures					
Operating Costs	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Current Budget? Yes X No \_\_\_\_\_

Budget Account No: Exp: Fund 0001 Department 660 Unit 2230 Object 3401  
 Rev: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

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

C. Departmental Fiscal Review: Stephanie Depoche 12/12/11

**III. REVIEW COMMENTS**

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

[Signature] 12/2/11  
 OFMB  
 SD 12/2/11  
 12/20/11  
 JP  
 12/2/11

[Signature] 1/3/12  
 Contract Administration  
 12-30-11 B. W. Healy

**B. Legal Sufficiency:**

[Signature]  
 Assistant County Attorney

This Contract complies with our contract review requirements.

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES  
VETERINARY SERVICES FOR LARGE ANIMALS**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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 Byron V. Reid, DVM, an individual, d/b/a Byron Reid & Associates V.M.D.P.A., 1630 "F" Road, Loxahatchee, Fl 33470 an individual, authorized to do business in the State of Florida, veterinary license number VM-0003229, hereinafter referred to as the VETERINARIAN.

Whereas, it is necessary for the COUNTY to engage the services of a VETERINARIAN for on-call veterinary services for large animals; and

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

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 "A."

The COUNTY'S representative/liaison during the performance of this Contract shall be Dianne M. Sauve, Director, telephone no. (561) 233-1251.

The VETERINARIAN'S representative/liaison during the performance of this Contract shall be Byron V. Reid, DVM, telephone no. (561) 790-2226.

**ARTICLE 2 - SCHEDULE**

The VETERINARIAN shall commence services on execution of said contract. This contract may be renewed by written mutual agreement of the parties for up to four (4) 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 CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials 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, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work and Specifications.
- B. Invoices received from the VETERINARIAN pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within (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. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the VETERINARIAN.

#### **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 noncurrent 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 terminated 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, in whole or in part, 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 he/she 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 hereunder shall be performed by the VETERINARIAN or under his/her 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 services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the VETERINARIAN'S personnel, while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

#### **ARTICLE 7 - SUBCONTRACTING**

Subcontracting is not permitted under this Contract.

#### **ARTICLE 8 - 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 9 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 10 - INSURANCE**

- A. The VETERINARIAN shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. VETERINARIAN shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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.** The 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. The VETERINARIAN shall provide this coverage on a primary basis.
- C. **Business Automobile Liability.** The 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 the 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. The VETERINARIAN shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability.** The VETERINARIAN shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. The VETERINARIAN shall provide this coverage on a primary

basis.

- E. **Professional Liability.** The 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 the 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.

**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.

- F. **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 to the policy, 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 specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

- G. **Certificate(s) of Insurance.** Prior to execution of this Contract, CONSULTANT 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 coverages 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 Rd.  
West Palm Beach, Fl 33411

- H. **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.
- I. **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, coverages, 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**

The 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 of 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 the 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, 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, and the Palm Beach County Code of Ethics. 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 of any prospective business association, interest or other circumstance which may influence or appear to influence the VETERINARIAN'S judgement 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 its 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 its option, enter into said association, interest or circumstance and it 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 his/her fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, 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 subcontractors 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 CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT 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 court 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.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 through 2-440, as amended.

## **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 to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination 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.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the VETERINARIAN, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**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, familial status, sexual orientation, gender identity and expression.

**ARTICLE 22 - AUTHORITY TO PRACTICE**

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

**ARTICLE 23 - 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, the 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 24 - 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 it, its affiliates, suppliers, subcontractors and consultants 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 25 - 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 affect 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 on behalf of Palm Beach County.

**ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

County Administrator  
P.O. Box 1989  
West Palm Beach, Fl 33402

and

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

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401

If sent to the VETERINARIAN, notices shall be addressed to:

Byron V. Reid, DVM  
Byron Reid & Associates, V.M.D.P.A.  
1630 F Road  
Loxahatchee, Fl 33470

**ARTICLE 27 - 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 25 - Modifications of Work.

**ARTICLE 28 - 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 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 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 29 - 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.

**PALM BEACH COUNTY:**

APPROVED AS TO TERMS AND CONDITIONS

By: *V. Bennett*  
Department Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS:

By: \_\_\_\_\_  
Shelley Vana, Chair

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

**VETERINARIAN:**

Byron Reid & Assoc  
Company Name *VMDPA*

*Byron Reid, V.M.D.*  
Signature

BYRON V. REID, V.M.D.  
Typed Name

OWNER / PRES  
Title

**WITNESS:**

*C Cheryl Marlowe*  
Signature

CHERYL MARLOWE  
Name (type or print)

*Stephanie Seyncha*  
Signature

Stephanie Seyncha  
Name (type or print)

(corp. seal)

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## **EXHIBIT "A"**

### **SCOPE OF SERVICES SPECIFICATIONS**

Veterinarian shall be licensed, certified and provide large animal veterinary services at 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 routine, large animal services upon request at 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, Saturday 8:00 a.m. through noon. After hours and holidays, Monday through Friday, 5:01 p.m. - 7:59 a.m.; Saturday, 12:01 p.m. - 7:59 a.m. 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 large animals impounded at the facility. This care will include routine examinations, prescribing and administering drugs (provided by Animal Care and Control), laboratory analyses and animal treatments.
  - b) Directing and coordinating the medical work performed by Animal Care and Control personnel and staff Veterinarian (to save on time and expenses), who will be assisting in providing care of impounded animals. Animal Care and Control personnel are expected to perform routine medical procedures under the direction of the Veterinarian.
  - c) Coordinating and supervising large animal euthanasia procedures and necropsies as required and needed by Animal Care and Control.
  - d) Vaccinations supplied by VETERINARIAN.
3. **Emergency Services.** The Veterinarian agrees to remain on-call for the Animal Care and Control Division at all times, including holidays, but excluding times of vacation and personal emergencies, to provide emergency medical services for sick and injured small and large animals 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 Animal Care and Control facility, scene of injury or private hospital of the Veterinarian.

**EXHIBIT "B"**

**PROPOSAL FOR LARGE ANIMAL  
VETERINARY SERVICES**

The days and hours for Regular Working Hours.

Monday through Friday 8:00 a.m. - 5:00 p.m.

Saturday 8:00 a.m. - 12:00 p.m.

The days and hours for After-Hours and Holidays.

Monday through Friday 5:01 p.m. - 7:59 a.m.

Saturday 12:01 p.m. - 7:59 a.m.

**I. BARN VISIT AT 7100 BELVEDERE ROAD, WEST PALM BEACH, FL**

A.	During working hours:	
1.	Emergency	\$ <u>85</u>
2.	Non-emergency/scheduled	\$ <u>35</u>
3.	Follow-up visit	\$ <u>65</u>
B.	After-hours and Holidays	
1.	Emergency	\$ <u>85+ 35</u>
2.	Non-emergency/scheduled	---
3.	Follow-up visit	\$ <u>65</u>
4.	On-site Response to Call (to remain in Palm Beach County)	\$ <u>65</u>
C.	Initial Charge	
1.	During working hours	
a.	emergency	\$ <u>85</u>
b.	non-emergency/schedule	\$ <u>35</u>
c.	follow-up visit	\$ <u>65</u>
2.	After working hours	
a.	emergency	\$ <u>85+ 35</u>
b.	non-emergency/schedule	\$ <u>35</u>
c.	follow-up visit	\$ <u>65</u>

**II. HOURLY RATE FOR SERVICES RENDERED IF NOT COVERED BY  
BARN VISIT**

A.	During working hours	\$ <u>100/hr</u>
B.	After working hours and holidays	\$ <u>100/hr</u>
C.	When required to serve as a court witness	\$ <u>200/hr.</u>

**III. TELEPHONE CONSULTATION**

A.	During working hours	\$ <u>45</u>
B.	After working hours and holidays	\$ <u>65</u>

**IV. EXAMINATIONS**

A.	Rectal	\$ <u>45</u>
B.	Vaginal	\$ <u>50</u>
C.	Lameness	\$ <u>65 - 100</u>
D.	Complete physical	\$ <u>65 - 85</u>

**V. PROCEDURES**

A.	Tube worming	\$ <u>45</u>
B.	Injectable worming	\$ <u>N/A</u>
C.	Oral worming	\$ <u>20</u>
D.	Floating teeth	\$ <u>100</u>
E.	Wolf teeth	\$ <u>45</u>

F.	Colic treat	\$ <u>65</u>
G.	Lacerations:	
	1. Minimal: clean and dress	\$ <u>100/hr</u>
	2. Minor: clean, dress and suture	\$ <u>plus supplies</u>
	3. Major: clean, dress, suture and drain	<u>used</u>

## VI. LABORATORY

A.	CBC	\$ <u>50</u>
B.	Coggins	\$ <u>35</u>
C.	Fecal	\$ <u>40</u>
D.	Chemistry Profile	\$ <u>65</u>

## VII. VACCINATIONS

A.	Tetanus Toxoid	\$ <u>18</u>
B.	Encep-Tetanus	\$ <u>36</u>
C.	Influenza	\$ <u>25</u>
D.	Rhino	\$ <u>18</u>
E.	Miscellaneous (EEE/WEE-East & West Equine Encephalitis; Equine Rabies; West Nile Vaccine)	\$ <u>18-35</u>

## VIII. INJECTIONS

A.	Antibiotics (depends on drug)	\$ <u>5-100</u>
B.	Vitamins	\$ <u>----</u>
C.	Analgesic	
	1. Phenylbut	\$ <u>10-35</u>
	2. Banamine	\$ <u>20-36</u>
	3. Dypirone	\$ <u>----</u>
D.	Tranquilizers	
	1. Acepromazine	\$ <u>5-45</u>
	2. Rompum	\$ <u>35</u>
E.	Anesthesia	
	1. Local	\$ <u>35</u>
	2. General	\$ <u>150/hr</u>
	3. Regional	\$ <u>45</u>

## IX. MISCELLANEOUS

A.	Fluids	
	1. IV Set Up	\$ <u>145</u>
	2. 6 Liter Bag	\$ <u>20</u>
	3. 5 Liter Bag	\$ <u>50</u>
	4. 1 Liter Bag	\$ <u>15</u>
B.	Necropsy	\$ <u>250</u>
C.	Radiographs	
	Set up Fee	\$ <u>50</u>
	1. 1st view	\$ <u>45</u>
	2. Each additional view	\$ <u>----</u>
D.	Animal euthanasia	\$ <u>135</u>
E.	Written reports	\$ <u>25</u>
F.	Paste Worm	\$ <u>25</u>
G.	Respiratory Exam	\$ <u>65</u>
H.	Scratch Free	\$ <u>50</u>
I.	Misc. Worming Equalan 450 lb	\$ <u>25</u>
J.	Any other approved commensury equine veterinary Services as required for the health, safety and welfare Of horses sheltered at Palm Beach County Animal Care & Control.	



# Veterinary Professional Liability Insurance Policy Certificate of Insurance

This policy provides occurrence coverage. Please review the policy carefully.



# ZURICH

ITEM 1: Insured by the stock company below and hereinafter called the Company Zurich American Insurance Company

U-VPL-103-A-CW (07/04)

ITEM 2: Named Certificate Holder, member number, IRC, and address

Byron V. Reid, VMD  
1630 F Road  
Loxahatchee, FL 33470  
\*334703\*

Master Policy Number:  
EOL 5241302-06

Certificate Number:  
29301

**FOR INFORMATION OR TO FILE A CLAIM  
PLEASE CALL (800) 228-7548**

ITEM 3: Policy Period From: 1/01/2011 To: 1/01/2012  
12:01 am Standard time at the address of the Named Certificate Holder as stated herein

ITEM 4: Limits of Liability  
Each claim \$ 1,000,000  
Aggregate \$ 3,000,000

Member Name	Member No.	IRC	Class
REID BYRON VANDYKE DR	142428	11	I

ITEM 5: Premium and coverage summary

Liability	\$2,782.00
Bailee	\$ 86.00
Veterinary License Defense	\$ 69.00
Taxes	\$ 67.55
<b>TOTAL DUE:</b>	<b>\$ 3,004.55</b>

ITEM 6: Forms Attached at Issuance: U-VPL-103-A-CW (07/04), U-VPL-108-A-CW (07/04), U-VPL-101-A-CW (07/04), U-VPL-102-A-CW (07/04), U-GU-319-F (08/96), U-GU-616-A-CW (10/02), U-GU-1041-A (03/11), U-GU-395-D (07/09), U-GU-279-D FL (08/02), U-GU-765-C FL (07/10), U-GU-1065-A FL (07/10), U-VPL-112-A FL (09/04), U-GU-616-A-CW (10/02), U-GU-726-B FL (01/11)

ITEM 7: Schedule of Plan Numbers and location(s) for Veterinary Professional Bailee Extension Endorsement (if purchased):  
For additional locations, please see the attached page

Location Number/Address	Plan Number
1. 1732 F. Road., Loxahatchee, FL	8

ITEM 8: Veterinary License Defense Coverage endorsement (if purchased): Limit \$ 25,000

Authorized Signature

This Certificate of Insurance is issued off the Master Policy held by the American Veterinary Medical Association (A.V.M.A) Professional Liability Insurance Trust. By acceptance of this policy the Named Certificate Holder agrees that the statements in the certificate and the application and any attachments hereto are the Named Certificate Holder's agreements and representations and that this policy embodies all agreements existing between the Named Certificate holder & the Company or any of its representatives relating to this insurance.

Notice to the Company: Zurich North American-Specialties Claims  
Attn: Professional Liability Claims Department  
P.O. Box 307010, Jamaica, NY 11430-7010

This payment coupon is not considered part of the policy.

Tear Above

11/04/2011 AXC 11

Amount Enclosed/Charged: \$ \_\_\_\_\_

DUE DATE: 1/01/2011

Payment Options:  Check enclosed (Payable to the AVMA PLIT)  Money Order  Visa  MasterCard

Do not withhold payment pending receipt of adjusted billing as this could cause cancellation of coverage.

To pay by credit card, please complete the following:

Card Number	Expiry Date
Credit card billing address	
Cardholder signature	

AVMA PLIT Payment Address  
P.O. Box 4389  
Carol Stream, IL 60197-4389  
[www.avmaplit.com](http://www.avmaplit.com)

Insured Signature \_\_\_\_\_ Date: \_\_\_\_\_

029301 110101 00300455 0010306000 5





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: ES

DATE (MM/DD/YYYY)

11/04/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Plastridge Agency-PBGO 10337 N Military Trail Palm Beach Gardens, FL 33410 Ray W. Allen	561-630-4955	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID# DRBYR-1	FAX (A/C, No): INSURER(S) AFFORDING COVERAGE NAIC #
	561-630-4966	<b>INSURER A:</b> American States Ins. Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> Dr. Byron V Reid & Associates VMD, PA 1732 F Road Loxahatchee, FL 33470			

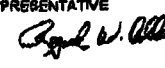
**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL SUBSCRIBER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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 type="checkbox"/> LOC	X	01C12561883	07/07/11	07/07/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <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 (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> WE STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is additional insured with respects to General Liability

<b>CERTIFICATE HOLDER</b>  Palm Beach County Animal Care and Control 7100 Belvedere Road West Palm Beach, FL 33411	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2009/09)

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# CERTIFICATE OF LIABILITY INSURANCE

BAA  
UOBB

DATE (MM/DD/YYYY)  
11-04-2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>PAYCHEX INSURANCE AGENCY INC</b> 210705 P: ( ) - F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	FAX (A/C, No): (888) 443-6112
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  <b>REID &amp; ASSOCIATES PA</b> 1630 F RD LOXAHATCHEE FL 33470	INSURER A: Twin City Fire Ins Co	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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.

TYPE	TYPE OF INSURANCE	CODE (SUSP/ISSR/UNV)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ex occurrence)
	GEN'L AGGREGATE LIMIT APPLIED PER:					MED EXP (Any one person)
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					PERSONAL & ADV INJURY
AUTOMOBILE LIABILITY	ANY AUTO					GENERAL AGGREGATE
	ALL OWNED AUTOS					PRODUCTS - COMP/OP AGG
	SCHEDULED AUTOS					
	HIRED AUTOS					COMBINED SINGLE LIMIT (2000/100/100)
	NON-OWNED AUTOS					BODILY INJURY (Per person)
UMBRELLA LMB	EXCESS LMB					BODILY INJURY (Per accident)
	RETENTION \$					PROPERTY DAMAGE (Per accident)
	OCCUR <input type="checkbox"/>					
	CLAIMS-MADE <input type="checkbox"/>					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY)	Y/N				EACH OCCURRENCE
	If yes, describe under DESCRIPTION OF OPERATIONS below					AGGREGATE
			76 WEG T25634	01/01/2011	01/01/2012	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b>  PALM BEACH COUNTY ANIMAL CARE AND Control 7100 BELVEDERE RD WEST PALM BEACH, FL 33411	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 26 (2008/08)

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**CERTIFICATE OF INSURANCE - COMMERCIAL**

**ALLSTATE INSURANCE COMPANY - NORTHBROOK, IL**

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.

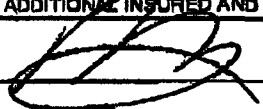
**INTERESTED PARTY TYPE: ADD'L INSURED-OTHER/AUTO**

Comments:

CERTIFICATE HOLDER	NAMED INSURED
Name and Address of Party to Whom this Certificate is Issued	Name and Address of Insured
PALM BEACH COUNTY ANIMAL CARE AND CONTROL 7100 BELVEDERE ROAD WEST PALM BEACH, FL 33411	BYRON REID & ASSOCIATES, VMD, P.A. 1630 F ROAD WEST PALM, FL 33470-4966

This is to certify that policies of insurance listed below have been issued to the insured named above subject to the expiration date indicated below, 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.

**TYPE OF INSURANCE AND LIMITS**

GENERAL LIABILITY	Policy Number	Effective Date	Expiration Date
Limit	Amount		
GENERAL AGGREGATE LIMIT (Other than Products - Completed Operations)			\$
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT			\$
PERSONAL AND ADVERTISING INJURY LIMIT			\$
EACH OCCURRENCE LIMIT			\$
PHYSICAL DAMAGE LIMIT			\$ ANY ONE LOSS
MEDICAL EXPENSE LIMIT			\$ ANY ONE PERSON
<b>AUTOMOBILE LIABILITY</b>	Policy Number 42596623	Effective Date 11/1/11	Expiration Date 11/1/12
Coverage Basis		Limits	
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SPECIFIED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> OWNED PRIVATE PASSENGER AUTOS <input type="checkbox"/> OWNED AUTOS OTHER THAN PRIVATE PASSENGER		Combined Single Limit of Liability BODILY INJURY & PROPERTY DAMAGE    \$ 500,000    EACH ACCIDENT Split Liability Limits Bodily Injury    Property Damage    Each \$    \$    PERSON \$    \$    ACCIDENT	
<b>UMBRELLA LIABILITY</b>	Policy Number	Effective Date	Expiration Date
EACH OCCURRENCE	GENERAL AGGREGATE	PRODUCTS - COMPLETED OPERATIONS AGGREGATE	
\$	\$	\$	
OTHER (Policy Type)	Policy Number	Effective Date	Expiration Date
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS			
IT IS AGREED THAT SHOULD THE INSURANCE PROTECTION EVIDENCED HEREIN TERMINATE, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL NOTICE OF SUCH TERMINATION WITHIN 10 DAYS FOR THE FOLLOWING INTERESTED PARTIES: MORTGAGEE, LIEN HOLDER, ADDITIONAL INSURED AND ADDITIONAL INTERESTED PARTY.			
 ROBERT A CONSTANT Authorized Representative		11/6/11 Date	

COI 10442 LIABILITY (8/05)