



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(1,380,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>(1,380,000)</b>	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 0001 Department 660 Unit 2200  
 Object 4640 Reporting Category \_\_\_\_\_

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

The sale of rabies license tags generates approximately \$2.3 million in revenue each year. Of that amount, 60% is collected from veterinarians selling tags to clients at their office, and the remaining is collected at the shelter or through Pet Data. The tag fees collected by the veterinarian are remitted to Animal Care and Control less any additional handling fees they may charge to customers.

**C. Departmental Fiscal Review:** Stephanie Sejrohe 11/29/12

**III. REVIEW COMMENTS**

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

  
 \_\_\_\_\_  
 OFMB 12/5/12  
  
 \_\_\_\_\_  
 Contract Dev. and Control 12/6/12

**B. Legal Sufficiency:**

\_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

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

RESOLUTION NO. R-2012-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE CERTAIN STANDARD AGREEMENTS WITH VETERINARIANS WHO ISSUE PALM BEACH COUNTY RABIES LICENSE TAGS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Section 828.30, Florida Statutes, requires all healthy dogs and cats four months of age and older to be vaccinated against rabies; and

**WHEREAS**, the Palm Beach County Animal Care and Control Ordinance (the "Ordinance") requires the owner of every dog and cat in Palm Beach County to annually obtain a rabies license tag, which verifies that the animal is properly vaccinated against rabies; and

**WHEREAS**, the Ordinance provides that authorized veterinarians may issue license tags to properly vaccinated dogs and cats and may charge a fee for such service; and

**WHEREAS**, the Board wishes to adopt a standard form agreement to be entered into with veterinarians who wish to sell Palm Beach County license tags; and

**WHEREAS**, the Board desires to authorize the County Administrator or his designee to execute the standard form agreements; and

**WHEREAS**, the delegation to the County Administrator or his designee of the authority to execute these standard agreements will eliminate delays caused by requiring such items to be brought before the Board of County Commissioners for approval and will therefore be consistent with the goal of streamlining the agenda process.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein.
2. **Standard Form Document.** The Board hereby authorizes the County Administrator or his designee to execute the standard form Rabies License Tag Sale Agreements attached hereto and incorporated herein as Attachment "A", on behalf of the Board of County Commissioners. The County Administrator or his designee is further authorized to execute standard form Rabies License Tag Sale Agreements that include non-material changes. The term "non-material changes" means changes that do not modify the

substantive obligations in the Rabies License Tag Sale Agreements. For the purpose of this Resolution, the Director of the Department of Public Safety and the Director of the Division of Animal Care and Control shall each be considered to be designees of the County Administrator.

- 3. **Severability.** If any section, sentence, clause, phrase or word of this Resolution is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the remaining portions of this resolution.
- 4. **Effective Date.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_,  
who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_,  
, and upon being put to a vote, the vote was as follows:

- Commissioner Steven L. Abrams, Chairman -
- Commissioner Priscilla A. Taylor, Vice Chair -
- Commissioner Paulette Burdick -
- Commissioner Hal R. Valeche -
- Commissioner Mary Lou Berger -
- Commissioner Jess R. Santamaria -
- Commissioner Shelley Vana -

The Chair thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS  
SHARON R. BOCK, CLERK & COMPTROLLER

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
County Attorney



**MEMORANDUM OF AGREEMENT  
BETWEEN  
PALM BEACH COUNTY  
AND**

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This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a Political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County") and \_\_\_\_\_, an individual or corporation authorized to do business in the State of Florida, ("Veterinarian"), both being referred to collectively as the "parties."

WHEREAS, all dog and cat owners are required by law to comply with Sections 10 and 11 of Palm Beach County Ordinance 98-22, as amended, and Florida State Statute 828.30; and

WHEREAS, this Agreement details the requirements and policies for a Veterinarian who issues Palm Beach County dog and cat rabies/license tags; and

WHEREAS, it is understood that all Veterinarians who administer rabies vaccinations in Palm Beach County are required to complete a rabies vaccination certificate for each animal inoculated and to submit the original copy of the certificate to Animal Care and Control ("ACC") monthly as provided herein; and

WHEREAS, the fees collected from the purchase of rabies/license tags must be submitted by Veterinarian along with a completed rabies vaccination certificate to ACC on a monthly basis.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representation contained herein, the parties agree as follows:

1. This Agreement shall commence on \_\_\_\_\_ 20\_\_\_\_ and shall terminate on \_\_\_\_\_, 20\_\_\_\_ or upon payment by Veterinarian of all license tag fees required herein, whichever date occurs later. The Agreement may be extended upon a written Agreement of the parties hereto.
2. The County agrees to the following:
  - A. The County will use its best efforts to facilitate Veterinarian's efforts to issue dog/cat license tags to clients. Veterinarian may charge a handling fee in an amount not to exceed \$5.00 over and above the cost of each tag. The handling fee is intended to reimburse Veterinarian for the administrative costs of issuing tags to pet owners and is the only compensation Veterinarian shall receive.
  - B. The County will provide rabies vaccination certificates to the Veterinarian (without charge) for official use only, as provided herein.
  - C. The County will provide notice to Veterinarian upon amendment of the tag and handling fees provided herein.

3. Veterinarian agrees to the following:

A. Veterinarian shall sell tags for the amount established by the County and shall inform any client who does not purchase a tag at the time the rabies vaccine is administered that the client is required to do so pursuant to Palm Beach County Ordinance 98-22, as amended, and Section 828.30, Florida Statutes.

The tag fees are as follows:

For a sterilized dog/cat, \$15

For a sterilized dog/cat, if owner is 70 years old or older, \$11.25

For an unsterilized dog/cat, \$75

B. Veterinarian may charge a handling fee in an amount not to exceed \$5.00 over and above the above-cited tag fees.

C. Police, Service, Guard and Dangerous animals must acquire tags directly from ACC.

D. By the 15<sup>th</sup> day of each month, Veterinarian shall deliver to ACC c/o Pet Data via United States mail (with postage prepaid by the County) or by hand delivery (to 7100 Belvedere Road, West Palm Beach, 33411) all rabies vaccination certificates for the immediately preceding calendar month and all fees collected from the issuance of tags.

4. In the event that payment is not received from the Veterinarian on the 15<sup>th</sup> day of the month, an additional late payment penalty of 1.25 % monthly (15% annually) will be imposed on the delinquent balance beginning on the sixteenth (16<sup>th</sup>) day of the month in which said payment is due. Delinquent balances are based upon the date of issuance of each tag sold to customers. Failure to make payments within 30 days, after the 15<sup>th</sup> day of the preceding calendar month may result in the County sending the account to a collection agency or may result in other legal action. The County will not issue additional tags to Veterinarians with delinquent accounts.
5. Upon request of ACC or Pet Data, all license tags issued to Veterinarian that were not issued to a client by the end of the calendar year shall be returned to ACC c/o Pet Data. For all license tags that are issued to Veterinarian but were not returned to ACC c/o Pet Data when requested, Veterinarian shall in turn, pay the County \$5.00 for each unreturned tag. Tags that have been stolen must be reported to the proper law enforcement authority and must be immediately reported to ACC. Veterinarian will not be required to pay for tags if he/she reports the tags as stolen to ACC and provides documentation from a law enforcement authority to demonstrate that the theft has been reported.
6. Veterinarian shall take payment in full from each client for the issuance of a tag. The individual purchasing the tag may do so through a check made payable to Palm Beach County or by making satisfactory payment to Veterinarian, in which case Veterinarian shall write a check in the same amount to Palm Beach County. Veterinarian shall not make payment to the County in cash or coins.

7. All formal notices between the parties shall be deemed received if sent by certified mail, return receipt requested, or facsimile with confirmation receipt to the Parties' Representatives set forth below:

County:  
Director, Palm Beach County  
Division of Animal Care and Control  
7011 Belvedere Road  
West Palm Beach, FL 33411  
Facsimile: 561-233-1279

Veterinarian:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile:

8. Either party may terminate this Agreement upon 10 days notice to the other party. Upon termination of this Agreement, Veterinarian shall within 15 days deliver to ACC c/o Pet Data via United States mail or by hand delivery all rabies vaccination certificates that are outstanding up to the date of termination, all fees collected from the issuance of tags and all unissued license tags.
9. Veterinarian is and shall be, in the activities under this Agreement, an independent contractor, and not an employee, agent, or servant of County. Veterinarian does not have the power or authority to bind the County in any promise, agreement or representation.
10. Veterinarian shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorneys' fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Veterinarian's performance of the terms of this Agreement or due to the acts or omissions of Veterinarian. This paragraph shall survive expiration of this Agreement.
11. This Agreement is governed by the laws of the State of Florida. Any action to enforce this Agreement shall be brought in Palm Beach County, Florida. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.
12. Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as may be amended, the Palm Beach County Inspector General has authority including but 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 agreement 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.
13. The County and Veterinarian agree that this Agreement 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 the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the day and year above written.

**PALM BEACH COUNTY**

**Veterinarian:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Name (type or print)

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Title (If applicable)

\_\_\_\_\_  
Assist. County Attorney