

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: December 2, 2014 ☒ **Consent** ☐ **Regular**
☐ **Ordinance** ☐ **Public Hearing**

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Animal Care and Control

I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to:**

A) Approve Amendment No. 1 to the Contract for Consulting/Professional Services with Margaret H. Lindrose, D.V.M. for relief veterinary services at the main shelter in an amount not to exceed \$100,000 for the period December 3, 2014 through December 2, 2015.

B) Authorize the County Administrator or his designee to sign all future renewals, task assignments, and necessary minor amendments that do not change the scope of work or terms and conditions of the Contract.

C) Appoint the Director of Public Safety as the County Administrator's designee with regard to signing all future renewals, task assignments, and necessary minor amendments that do not change the scope of work or terms and conditions of the Contract.

Summary: The Animal Care and Control Division is required to provide appropriate and necessary veterinary services for sheltered animals. This relief veterinarian will enable staff to maintain an acceptable number of veterinarians to handle the volume of animals processed throughout the year, especially during periods of high influx. This Contract will only be used on an as needed basis and during absences or shortages of staff veterinarians from the shelter in order to continue coverage. This is the first renewal of the Contract entered into on December 3, 2013 (R 2013-1744) to renew the Contract for an additional term. **COUNTYWIDE (SF)**

Background and Justification (or Policy Issues): The Division's veterinary staff provides intake medical exams to more than 23,000 animals annually, gives medical treatments to approximately 300 animals daily, and services approximately 48,000 animals each year.

Attachments:

- 1) Contract with Margaret H. Lindrose, DVM executed on December 3, 2013.
- 2) Amendment No. 1.

Recommended by:

Department Director

Date _____

Approved By:

County/Deputy/Assistant County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures					
Operating Costs	<u>83,300</u>	<u>16,700</u>			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>83,300</u>	<u>16,700</u>	<u>0</u>	<u>0</u>	<u>0</u>

ADDITIONAL FTE
POSITIONS (Cumulative) -

Is Item Included In Current Budget? Yes X No

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

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Fund: General Fund 0001
Unit: Animal Care Clinic Operations

C. Departmental Fiscal Review: Stephanie Lepore

III. REVIEW COMMENTS

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

Susan Neary 11/17/14
AM 11/17
OFMB

Barbara Wheeler 11-24-14
for Contract Administration

B. Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Other Department Review:

[Signature]
Department Director

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

R2013 1744

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
RELIEF VETERINARY SHELTER SERVICES

This Contract is made as of the 3rd day of December, 2013, 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 Margaret H. Lindrose, DVM, an individual, who is licensed in the State of Florida, hereinafter referred to as the VETERINARIAN, veterinary license #VM2089.

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 the Contract shall be Margaret H. Lindrose, DVM, telephone no. 561-531-1886.

ARTICLE 2 - SCHEDULE

The VETERINARIAN shall commence services on December 3, 2013 and complete all services by December 2, 2014. This contract may be renewed by written mutual agreement of the parties for up to three (3) additional one (1) year renewals 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 One Hundred Thousand Dollars (\$100,000.00). 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. 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. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Five Hundred Dollars (\$500.00), and in accordance with the types and amounts of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

- D. **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.

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 consultants. 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 - 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 7 - 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 8 - 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 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** **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. **Automobile Liability** **VETERINARIAN** shall maintain Automobile Liability at a limit of liability not less than \$100,000 personal injury property and \$300,000 property damage liability Each Accident for all owned, non-owned and hired automobiles. In the event **VETERINARIAN** doesn't own any automobiles, the 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 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.
- 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 **VETERINARIAN** enter into such an agreement on a pre-loss basis.

- G. 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 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, 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, 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 9 - 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 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 VETERINARIAN.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The COUNTY and the VETERINARIAN each binds itself and its partners, successors, executors, administrators and assigns to the other party 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.

ARTICLE 11 - 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.

No provision of this Contract 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 Contract, including but not limited to any citizen or employees of the COUNTY and/or VETERINARIAN.

ARTICLE 12 - 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 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 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 13 - 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 subcontractors and without their 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 14 - 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 15 - 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.

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 - 2-440, as amended.

ARTICLE 16 - 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 17 - 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 18 - 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 19 - 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 20 - 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 21 - 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 22 - 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 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 23 - 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 24 - 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 Ave.
West Palm Beach, Florida 33401

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

Margaret H. Lindrose, DVM
2016 N. Main St.
Belle Glade, FL 33430

ARTICLE 25 - 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 23 - Modifications of Work.

ARTICLE 26 - CRIMINAL HISTORY RECORDS CHECK

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 shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). 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 this section of the Palm Beach County Code.

ARTICLE 27 - 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.

ARTICLE 28 - ARTICLE 31 - PUBLIC RECORDS

The VETERINARIAN shall comply with the requirements of F.S. 119.0701, as amended, and shall specifically:

- A. Keep and maintain public records that ordinarily and necessarily are required by the COUNTY in order to perform services as provided under this Contract.
- B. Provide the public with access to public records on the same terms and conditions that the COUNTY is by law required to furnish, and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- C. Ensure that all public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law.


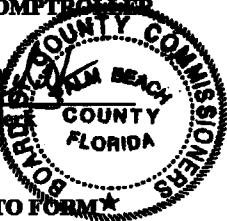
D. Meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of the VETERINARIAN upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure of VETERINARIAN to comply with these requirements shall be a material breach of this Contract.

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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.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By:  
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

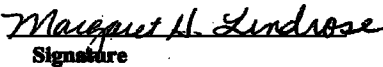
R2013-1744 DEC 03 2013

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: 
Mayor Chair Priscilla A. Taylor

VETERINARIAN:

Company Name


Signature

Margaret H. Lindrose
Typed Name

Veterinarian
Title

(corp. seal)

EXHIBIT "A"

SCOPE OF WORK

The veterinary responsibilities described below are only applicable for the charges and rates submitted by the VETERINARIAN in Exhibit "B".

RELIEF VETERINARY SERVICES

The relief VETERINARIAN is to work at the Palm Beach County Animal Care and Control shelter when a staff veterinarian is unable to perform regular and routine duties due to scheduled or unscheduled leave (i.e. vacation, sickness/injury, required training, etc.) and to provide coverage for the staff veterinarians on their days off, not to exceed five (5) days/fifty (40) hours per week. Under normal circumstances, the relief VETERINARIAN will only be called to perform back-up services during the hours no earlier than 7:00 a.m. and no later than 6:30 p.m. County holidays are normally excluded. Every attempt will be made by the COUNTY to give the relief VETERINARIAN at least 24 hours advance notice when his/her services are required. In the case of normal and scheduled vacation periods or training, the COUNTY will give at least seven days advance notice. There may be infrequent occasions when the relief VETERINARIAN will be needed to assist the staff veterinarian with an emergency situation (i.e., an accident involving injuries to large numbers of animals, post hurricane or other disaster, etc.) Hourly rates will be prorated to the nearest fifteen minute interval.

The veterinary responsibilities described below are only applicable for the charges and rates submitted by the VETERINARIAN in Exhibit "B".

All of the services required hereunder shall be performed by the VETERINARIAN or under his/her supervision.

A. RELIEF VETERINARY SERVICES

The relief VETERINARIAN is in a temporary caretaker position and in the absence of the regular staff veterinarian is responsible for overseeing the overall health of incoming, impounded, and outgoing animals. The VETERINARIAN is to work closely with the clinic staff, clinic coordinator, kennel supervisor, and Division director in assuring that appropriate medical care is given to all animals under the responsibility of the Division according to established policies. While the VETERINARIAN may provide direction to the Division veterinary assistants, it is also expected that the VETERINARIAN will perform actual hands-on medical work with animals in the clinic.

The tasks of providing veterinary care for animals impounded at the Animal Care and Control shelter are not the same as would normally be expected from a private clinic treating/caring for private animals. The large volume of animals, the fact that approximately 70% of the animals are ultimately euthanized, and limited resources dictate veterinary strategies different than those in a private hospital.

Essentially, the Animal Care and Control Division is responsible for assuring that all impounded animals are kept comfortably in an environment that is as disease free as possible. Injured/sick animals are given sufficient and appropriate medical care to keep them comfortable and free of pain. Extensive surgery and complex medical treatments are generally inappropriate. For severely injured/sick animals, the VETERINARIAN will decide if such animals should be immediately euthanized (according to state law). The VETERINARIAN will need to give attention to diseases that are easily communicable from animal-to-animal or animal-to-human.

The specific regular responsibilities of the VETERINARIAN, include but are not limited to:

1. Provide, coordinate, and direct appropriate medical care for small animals impounded at the Palm Beach County Animal Care and Control shelter according to established procedures. This care will include but not be limited to routine animal examinations, evaluations and treatment performed by the VETERINARIAN, as well as prescribing and administering drugs for sick/injured animals.

2. Direct the animal case work performed by Animal Care and Control personnel who are providing routine and medical care of impounded animals. Veterinary assistants are expected to perform routine medical procedures under the direction and supervision of the VETERINARIAN.
3. Perform medical treatments and analyses for adopted animals. This includes heartworm check, fecal analysis for internal parasites, and other laboratory analyses that may be appropriate or warranted depending on the species and health of each particular animal. The VETERINARIAN will be responsible for the actual physical examination of each animal that is to be adopted. The VETERINARIAN, in conjunction with standard Division policy, will make the final decision as to an animal's fitness for adoption.
4. Surgically sterilize pre-scheduled adopted dogs and cats, older than eight weeks of age, unless medically inappropriate.
5. Monitor impounded animals with potentially dangerous diseases that may affect animal or human populations. The VETERINARIAN is responsible for initiating appropriate medical responses to such occurrences.
6. Use and direct personnel in the use of existing diagnostic equipment (x-ray, processor, etc.) for injured/sick animals where additional testing is indicated or required.

B. FACILITIES AND EQUIPMENT

During the term of this Contract, the COUNTY shall provide the VETERINARIAN with necessary drugs, surgical equipment, surgical apparel and supplies used to perform sterilization of animals. The COUNTY will attempt to comply with the VETERINARIAN'S request for preferred surgical equipment, materials, gowns, gloves, and drugs as may be reasonably necessary for the VETERINARIAN to perform duties as required by this Contract. The COUNTY will provide a full time veterinary assistant for assistance in the surgery area.

Medical supplies used to treat injured/sick animals will be provided by the COUNTY, unless the animal is treated at an alternately approved veterinary clinic.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by VETERINARIAN is defined in Exhibit "A". Compensation for the work tasks provided in Exhibit "A" shall be in accordance with the following Schedule of Payments:

The VETERINARIAN will be paid for all services provided in accordance with Exhibit "A" at the following rates:

RELIEF VETERINARY SERVICES

1. **HOURLY RATES:**
Hourly rate for providing relief veterinary services no earlier than 7:00 a.m. and no later than 6:30 p.m. when notice is given of need for services:
Hourly rate: \$52.00
2. **DAILY RATES:**
Daily rate for providing relief veterinary services (8 hours per day) no earlier than 7:00 a.m. and no later than 6:30 p.m.:
Daily rate: \$416.00
3. **WEEKLY RATES:**
Weekly rate for providing relief veterinary services when the regular staff veterinarian will be away for five days or more:
Weekly rate: \$2,080.00

Hourly rates will be prorated to the nearest fifteen minute interval.

**AMENDMENT NO. 1 TO
CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
VETERINARY SHELTER SERVICES**

This Amendment No. 1 to the Contract is made as of this 2nd day of December, 2014, 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 Margaret H. Lindrose, DVM, 2016 N. Main Street, Belle Glade, FL 33430, an individual who is licensed in the State of Florida, veterinary license number VM-0002089, hereinafter referred to as the VETERINARIAN.

WITNESSETH

WHEREAS, on December 3, 2013, the parties entered into a Contract for relief veterinary services (R2013-1744), which provided for three (3) additional one (1) year renewals; and

WHEREAS, the parties wish to renew the Contract for the first renewal, and it is necessary to make a revision to the Contract to add additional language and revise original language.

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

1. The parties hereby agree to amend the Contract (as provided in Article 2 – SCHEDULE) to include the first one (1) year renewal option for the services provided by the VETERINARIAN under this Contract. The VETERINARIAN shall commence services December 3, 2014 and complete all services by December 2, 2015, not to exceed the contract amount of \$100,000.

2. Article 8 – INSURANCE of the Contract is hereby deleted and replaced with the following:

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 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 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.

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 VETERINARIAN enter into such an agreement on a pre-loss basis.

G. **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 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 Public Safety Department
Attn: Animal Care & Control
7100 Belvedere Road
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.

Attachment # 2

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.

3. **Article 19 – NONDISCRIMINATION** of the Contract is hereby deleted and replaced with the following:

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, or genetic information.

4. **Article 24 – NOTICE** of the Contract is hereby deleted and replaced with the following:

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:

Vincent Bonvento, Director
Department of Public Safety
20 South Military Trail
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, FL 33401

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

Margaret H. Lindrose, D.V.M.
2016 N. Main Street
Belle Glade, FL 33430

5. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment No. 1 to the Contract on behalf of the COUNTY and VETERINARIAN has hereunto set her hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Mayor

VETERINARIAN:

Margaret H. Lindrose DVM
Signature

Margaret H. Lindrose DVM
Typed Named

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By Vincent J. Benvenuto
Department Director

Attachment # 2

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