

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	\$ 7,911	\$ 2,089			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	\$ 7,911	\$ 2,089			

ADDITIONAL FTE
POSITIONS (Cumulative) _____ 0

Is Item Included In Current Budget? Yes _____ 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 Sepriole

III. REVIEW COMMENTS

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

Susan Neary 1/20/15
HW AM OFMB
1/20 1/20

Dr. J. Jacobson 1/22/15
Contract Administration
1-21-15 Bid checker

B. Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

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

R2013:0083
CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
VETERINARY SERVICES FOR LARGE ANIMALS

This Contract is made as of the JAN 15, 2013 day of 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 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. Sauer, 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 shall end one (1) year from the date of execution. 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 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 within 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 Invoices: In order for both parties herein to close their books and records, the VETERINARIAN will clearly state "final invoice" on the VETERINARIAN'S final/inset

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 coverages. 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 coverages. 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 cause 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.

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 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 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 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 his/her 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, judgment, 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 changes, 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. Saniva, 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
Lorahatchee, FL 33470

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Attachment # 1

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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

If VETERINARIAN'S employees 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 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 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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Attachment # 1

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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

R 2013-0083 JAN 15, 2013
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Deputy Clerk


By: [Signature]
Steven L. Abrams, Chair

WITNESS:
[Signature]
Signature

VETERINARIAN:
[Signature]
Company Name VMD PA

[Signature]
Name (type or print)

[Signature]
Signature

[Signature]
Signature

[Signature]
Typed Name

[Signature]
Name (type or print)

[Signature]
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By: [Signature]
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Department Director

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Attachment # 1

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

VI. LABORATORY

- A. CBC \$ 50
- B. Coggins \$ 35
- C. Fecal \$ 40
- D. Chemistry Profile \$ 65

VII. VACCINATIONS

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

VIII. INJECTIONS

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

IX. MISCELLANEOUS

- A. Fluids
 - 1. IV Set Up \$ 145
 - 2. 6 Liter Bag \$ 20
 - 3. 5 Liter Bag \$ 50
 - 4. 1 Liter Bag \$ 15
- B. Necropsy \$ 250
- C. Radiographs
 - Set up Fee \$ 50
 - 1. 1st view \$ 45
 - 2. Each additional view \$ —
- D. Animal euthanasia \$ 135
- E. Written reports \$ 25
- F. Paste Worm \$ 25
- G. Respiratory Exam \$ 65
- H. Scratch Free \$ 50
- I. Misc. Worming Equian 450 lb \$ 25
- 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.

Attachment # 1

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R2014 0084

AMENDMENT NO. 1 TO
CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
VETERINARY SERVICES FOR LARGE ANIMALS

This Amendment No. 1 to the Contract is made as of this 14th day of January, 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 Byron V. Reid, DVM, an individual, d/b/a Byron Reid & Associates V.M.D.P.A., 1630 "F" Road, Loxahatchee, Fl 33470, a business authorized to do business in the State of Florida, veterinary license number VM-0003229, hereinafter referred to as the VETERINARIAN.

WITNESSETH

WHEREAS, on January 15, 2013, the parties entered into a Contract for Consulting/Professional Services (R 2013-0083), 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.

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

1. The parties hereby agree to amend the Contract to include the first one (1) year renewal option for the services provided by the VETERINARIAN under this Contract. The VETERINARIAN shall commence services on January 15, 2014 and complete all services by January 14, 2015, not to exceed the contract amount of \$10,000.

2. **Article 30 – PUBLIC RECORDS** is hereby added to the Contract as follows:

The VETERINARIAN shall comply with the requirements of Section 119.0701, Florida Statutes, 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 County, all public records in possession of 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 County in a format that is compatible with the information technology systems of County.

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

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

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 its hand the day and year above written.

BYRON REID & ASSOCIATES V.M.D.P.A.:

Byron V. Reid, VMD
Signature

Byron V. Reid, VMD
Typed Name

Veterinarian
Title

DATE: 11/26/13

ATTEST:

Sharon R. Bock, Clerk & Comptroller

BY: Sharon R. Bock
Deputy Clerk

DATE: JAN 14 2014



R2014 0084

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY
COMMISSIONERS

BY: Priscilla A. Taylor
Priscilla A. Taylor, Mayor

DATE: JAN 14 2014

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

[Signature]
Vince Borwento, Director
Department of Public Safety

**AMENDMENT NO. 2 TO
CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
VETERINARY SERVICES FOR LARGE ANIMALS**

This Amendment No. 2 to the Contract is made as of this 3rd day of February, 2015, retroactive to January 15, 2015 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, a business authorized to do business in the State of Florida, veterinary license number VM-0003229, hereinafter referred to as the VETERINARIAN.

WITNESSETH

WHEREAS, on January 15, 2013, the parties entered into a Contract for Consulting/Professional Services (R-2013-0083), which provided for three (3) additional one (1) year renewals; and

WHEREAS, the parties wish to renew the Contract for the second 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 second one (1) year renewal option for the services provided by the VETERINARIAN under this Contract. The VETERINARIAN shall commence services on January 15, 2015 and complete all services by January 14, 2016, not to exceed the contract amount of \$10,000.

2. **Article 10 – 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.

Attachment # 3

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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.

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 26 – 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:

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

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


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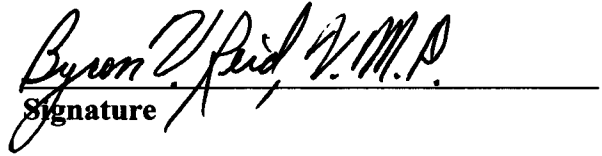
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment No. 2 to the Contract on behalf of the COUNTY and VETERINARIAN has hereunto set her hand the day and year above written.

**PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

VETERINARIAN:

Byron Reid & Associates, VMD, PA
Company Name

By 
Vincent Bonvento
Director of Public Safety


Signature

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Byron V. Reid, VMD
Typed Name

By 
Assistant County Attorney

President/Owner

**APPROVED AS TO TERMS
AND CONDITIONS**

By 
Division Director

Attachment # 3