

# BOARD OF COUNTY COMMISSIONERS

**[ ] Consent**

☐ Ordinance

**[X] Regular**

☐ Public Hearing

## Department of Public Safety

**Department of Public Safety**

## Division of Animal Care and Control

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to adopt:** Resolution of the Board of County Commissioners of Palm Beach County Florida, repealing and replacing Resolution No. R2012-1920 authorizing the County Administrator or designee to execute certain standard agreements with veterinarians and animal agencies that issue Palm Beach County rabies license tags.

**Summary:** This resolution repeals and replaces R2012-1920, authorizing the County Administrator or designee to execute a revised standard agreement with veterinarians and animal agencies that issue Palm Beach County rabies license tags. The agreement is being revised to outline the responsibilities of veterinarians who issue rabies license tags to add new language allowing animal agencies to issue license tags to dogs and cats at the time of adoption and providing for automatic renewal. The agreement governs monitoring of tag inventory by veterinarians and animal agencies, the sale of tags, the maximum handling fee that may be charged clients, submittal of monies collected and associated late fees, if any, and recourse in the event that a veterinarian or animal agency defaults on payments. Countywide (SF)

**Background and Justification:** The Division of Animal Care and Control is responsible for rabies surveillance for both the incorporated and unincorporated county. This includes testing of rabies vector species for the disease after a human or animal conflict, trapping and surveillance testing in areas where rabies has occurred, sales of rabies license tags subsequent to vaccination, managing and encouraging rabies tag sales through private veterinary offices, and collection and tracking of all revenue from the sale of license tags. This Agreement assures that there is uniformity in the sale of rabies license tags and collection of monies and gives the County recourse in the event that there is default in payment. Revenue from rabies tag licensing exceeds 2 million dollars annually.

**Attachment:**

- ## 1. Resolution Adopting Standard Agreement

Stephanie Lejachs

1/1/17

Date \_\_\_\_\_

Department Director

1-23-17

Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (836,000)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT (836,000)</b>	_____	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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

Budget Account No.: Fund 0001/1420 Dept. 660 Unit 2200/2240 Rev. 4640


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

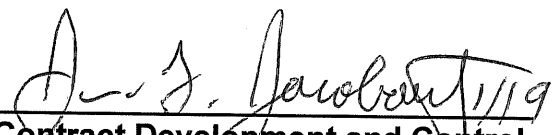

The sale of rabies license tags generates approximately \$2.2 million in revenue each year. Of that amount 38% is collected from veterinarians and the remaining is collected at the shelter or through PetData. The number of tags to be sold by animal agencies is indeterminable at this time. Previously, agencies were not required to report the number of animals adopted to ACC and did not have the ability to sell tags. The tag fees collected by the veterinarian and animal agencies are remitted to ACC less any additional handling fees not to exceed \$5.00 per tag.

C. Departmental Fiscal Review:  11/1/2017

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development and Control Comments:

 11/13/17  
OFMB ET/13 11/13

 11/9/17  
Contract Development and Control  
11/9/17 

### B. Legal Sufficiency:

  
Assistant County Attorney

### C. Other Department Review:

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

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**RESOLUTION NO. R-2017-**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, REPEALING AND REPLACING RESOLUTION No. R2012-1920 AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE CERTAIN STANDARD AGREEMENTS WITH VETERINARIANS WHO AND ANIMAL AGENCIES THAT ISSUE PALM BEACH COUNTY RABIES LICENSE TAGS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

**WHEREAS**, the Ordinance requires Animal Agencies to vaccinate against rabies and issue a license tags to every dog and cat at the time of adoption; and

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

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

**WHEREAS**, the delegation to the County Administrator or her designee of

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

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

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein.
2. **Standard Form Document.** The Board hereby authorizes the County Administrator or her designee to execute the standard form Rabies License Tag Sale Agreements attached hereto and incorporated herein as Attachment "A", on behalf of the Board of County Commissioners. The County Administrator or her designee is further authorized to execute standard form Rabies License Tag Sale Agreements that include non-material changes. The term "non-material changes" means changes that do not modify the substantive obligations in the Rabies License Tag Sale Agreements. For the purpose of this Resolution, the Director of the Department of Public Safety shall be considered to be designees of the County Administrator.
3. **Repeal and Replace Resolution R-2012-1920.** This Resolution shall repeal and replace Resolution R-2012-1920.
4. **Severability.** If any section, sentence, clause, phrase or word of this Resolution is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the remaining portions of this resolution.
5. **Effective Date.** This Resolution shall become effective immediately upon adoption.

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

Commissioner Paulette Burdick, Mayor -  
Commissioner Melissa McKinlay, Vice Mayor -  
Commissioner Hal R. Valeche -

Commissioner Dave Kerner -  
Commissioner Steven L. Abrams -  
Commissioner Mary Lou Berger -  
Commissioner Mack Bernard -

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

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

SHARON R. BOCK, CLERK & COMPTROLLER

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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



**AGREEMENT  
BETWEEN  
PALM BEACH COUNTY  
AND**

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

WHEREAS, all dog and cat owners are required by law to comply with Sections 10 and 11 of the Palm Beach County Ordinance Animal Care and Control Ordinance and Florida State Statute 828.30; and

WHEREAS, this Agreement details the requirements and policies for a Veterinarian or Animal Agency to issue Palm Beach County dog and cat rabies/license tags; and

WHEREAS, Veterinarian and Animal Agency understand that a rabies vaccination certificate must be completed for each animal inoculated and that the original copy of the certificate of vaccination must be provided to Animal Care and Control ("ACC") monthly as provided herein; and

WHEREAS, the parties understand that Florida law requires the rabies vaccine to be administered by a veterinarian and the rabies vaccination certificate to be sent to ACC; and

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

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

1. This Agreement shall commence on \_\_\_\_\_, and shall terminate on \_\_\_\_\_, or upon payment by Veterinarian or Animal Agency of all license tag fees and any penalty fees required herein, whichever date occurs later. This Agreement will be automatically renewed for increments of one year terms beginning on \_\_\_\_\_ through \_\_\_\_\_ unless terminated by either party as provided herein.

2. The County agrees to the following:
  - A. The County will use its best efforts to facilitate Veterinarian's or Animal Agency's efforts to issue dog/cat license tags to clients. Veterinarian or Animal Agency may charge a handling fee in an amount not to exceed \$5.00 over and above the cost of each tag. The handling fee is intended to reimburse Veterinarian or Animal Agency for the administrative costs of issuing tags to pet owners and is the only compensation Veterinarian or Animal Agency shall receive.
  - B. The County will provide rabies vaccination certificates to the Veterinarian or Animal Agency (without charge) for official use only, as provided herein.
  - C. The County will provide notice to Veterinarian or Animal Agency upon amendment of the tag and handling fees provided herein.
3. Veterinarian or Animal Agency agrees to the following:
  - A. Veterinarian shall sell tags for the amount established by the County and shall inform any client who does not purchase a tag at the time the rabies vaccine is administered that the client is required to do so pursuant to the Palm Beach County Animal Care and Control Ordinance and Section 828.30, Florida Statutes.

The tag fees are as follows:

For a sterilized dog/cat, \$15

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

For an unsterilized dog/cat, \$75

- B. In accordance with Section 4-26 of the Palm Beach County Animal Care and Control Ordinance, at the time of adoption, Animal Agency shall sell a tag for the amount set forth in paragraph 3.A., or as otherwise amended, to each person who adopts a dog or cat.
    - C. Veterinarian or Animal Agency may charge a handling fee in an amount not to exceed \$5.00 over and above the above-cited tag fees.
    - D. Law Enforcement dogs, Guard dogs, Dangerous dogs and sterilized cats/dogs whose owners are on public assistance (and are seeking a free tag) must acquire tags directly from ACC.
    - E. By the 15<sup>th</sup> day of each month, Veterinarian or Animal Agency shall deliver to ACC c/o Pet Data via United States mail (with postage prepaid by the County) or by hand delivery (to 7100 Belvedere Road, West Palm Beach, 33411) all rabies vaccination certificates for the immediately preceding calendar month and all fees collected from the issuance of tags.
4. In the event that payment is not received from the Veterinarian or Animal Agency on the 15<sup>th</sup> day of the month, an additional late payment penalty of 1.25% of the total tag fees due will be imposed on the delinquent balance beginning on the sixteenth (16<sup>th</sup>) day of the month in which said payment is due. Delinquent balances are based upon the date of issuance of each tag sold to customers. Failure to make payments within 30 days, after the 15<sup>th</sup> day of the preceding calendar month may result in the County sending the

2 of 5

Attachment # 1

Page 5 of 8

account to a collection agency or may result in other legal action. The County will not issue additional tags to Veterinarians or Animal Agencies with delinquent accounts.

5. Upon request of ACC or Pet Data, all license tags issued to Veterinarian or Animal Agency that were not issued to a client by the end of the calendar year shall be returned to ACC c/o Pet Data. For all license tags that are issued to Veterinarian or Animal Agency but were not returned to ACC c/o Pet Data when requested, Veterinarian or Animal Agency shall in turn, pay the County \$5.00 for each un-returned tag. Tags that have been stolen must be reported to the proper law enforcement authority and must be immediately reported to ACC. Veterinarian or Animal Agency will not be required to pay for tags if he/she/it reports the tags as stolen to ACC and provides documentation from a law enforcement authority to demonstrate that the theft has been reported.
6. Veterinarian or Animal Agency shall take payment in full from each client for the issuance of a tag. The individual purchasing the tag may do so through a check made payable to Palm Beach County or by making satisfactory payment to Veterinarian or Animal Agency, in which case Veterinarian or Animal Agency shall write a check in the same amount to Palm Beach County. Veterinarian or Animal Agency shall not make payment to the County in cash or coins.
7. All formal notices between the parties shall be deemed received if sent by certified mail, return receipt requested, or facsimile with confirmation receipt to the Parties' Representatives set forth below:

County:  
Director, Palm Beach County  
Division of Animal Care and Control  
7100 Belvedere Road  
West Palm Beach, FL 33411  
Facsimile: 561-233-1277

Veterinarian or Animal Agency:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

Facsimile:

8. Any party may terminate this Agreement upon 10 days notice to the other party. Upon termination of this Agreement, Veterinarian or Animal Agency shall within 15 days deliver to ACC c/o Pet Data via United States mail or by hand delivery all rabies vaccination certificates that are outstanding up to the date of termination, all fees collected from the issuance of tags and all unissued license tags. In the event that Animal Agency terminates this Agreement, it shall ensure that no dog or cat is released to an adopter until a license tag has been issued by a participating veterinarian or ACC.
9. Veterinarian or Animal Agency is and shall be, in the activities under this Agreement, an independent contractor, and not an employee, agent, or servant of County. Veterinarian or Animal Agency does not have the power or authority to bind the County in any promise, agreement or representation.
10. Veterinarian or Animal Agency shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorneys' fees and costs, whether at trial or appellate levels or

3 of 5

Attachment # 1

Page 6 of 8



otherwise, arising during and as a result of Veterinarian's or Animal Agency's performance of the terms of this Agreement or due to the acts or omissions of Veterinarian and/or Animal Agency. This paragraph shall survive expiration of this Agreement.

11. This Agreement is governed by the laws of the State of Florida. Any action to enforce this Agreement shall be brought in Palm Beach County, Florida. Any costs or expenses (including reasonable attorney's fees) incurred by County associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by Veterinarian or Animal Agency. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
12. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.
13. Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as may be amended, the Palm Beach County Inspector General has authority including but not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Veterinarian and/or Animal Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
14. It is hereby agreed to by the parties that no waiver of a breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provision.
15. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.
16. The County and Veterinarian or Animal Agency, agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

**PALM BEACH COUNTY**

**Veterinarian/Animal Agency**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

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

**APPROVED AS TO TERMS  
AND CONDITIONS:**

\_\_\_\_\_