

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 10, 2018      ☒ 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** a Contract for Veterinary Services with Crystal Ramsey, DVM, for relief veterinary services at the main shelter in an amount not to exceed \$24,000 for the period July 10, 2018, through July 10, 2019; and

B) **authorize** the County Administrator or 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 after approval of legal sufficiency by the County Attorney's Office and within budget allocations.

**Summary:** The Animal Care and Control Division is required to provide appropriate and necessary veterinary services for sheltered animals. The relief veterinarian will enable staff to maintain an acceptable number of veterinarians to handle the volume of animals processed, especially during periods of high influx. Countywide (SF)

**Background and Justification:** 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 for Veterinary Services with Crystal Ramsey, DVM.

Recommended by: See info      6/13/18  
   Department Director      Date

Approved By: Paul Johnson      7/5/18  
   Assistant County Administrator      Date

## **II. FISCAL IMPACT ANALYSIS**

### A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<b>Capital Expenditures</b>					
<b>Operating Costs</b>	6,000	18,000			
<b>External Revenues</b>					
<b>Program Income (County)</b>					
<b>In-Kind Match (County)</b>					
<b>Net Fiscal Impact</b>	6,000	18,000			

# 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: 0001- General Fund**

Unit: 2230 – Animal Care-Clinic Operations

**Departmental Fiscal Review:**

### III. REVIEW COMMENTS

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

Robert R. 6/15/18

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OB OFMB SP6/14

*Don J. Jacobson*  
**Contract Administration**  
*7/3/18 TW*

**B. Legal Sufficiency:**

  
Assistant County Attorney

**C. Other Department Review:**

**Department Director**

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

## CONTRACT FOR VETERINARY SERVICES

This Contract is made as of the 10<sup>th</sup> day of July, 2018, 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 Crystal Ramsey, DVM, an individual, authorized to do business in the State of Florida, hereinafter referred to as the VETERINARIAN, and whose veterinary license number is VM12354.

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, and telephone no. 561- 233-1251.

The VETERINARIAN'S representative/liaison during the performance of this Contract shall be Crystal Ramsey, DVM, and telephone no. 310- 351-7021.

### ARTICLE 2 - SCHEDULE

The VETERINARIAN shall commence services on July 10, 2018 and complete all services by July 10, 2019.

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 twenty-four thousand Dollars (\$24,000.00). 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. 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 Zero Dollars (\$0.00), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment 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 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 it 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 hereinunder shall be performed by the VETERINARIAN or under its 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 (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

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

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The VETERINARIAN is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the VETERINARIAN uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the VETERINARIAN shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The VETERINARIAN agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The VETERINARIAN understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The VETERINARIAN shall provide the COUNTY with a copy of the VETERINARIAN's contract with any SBE subcontractor or any other related documentation upon request.

The VETERINARIAN understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The VETERINARIAN will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The VETERINARIAN shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The VETERINARIAN agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

#### **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. 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  
Public Safety Department  
Attn: Animal Care and 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 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**

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 12 - 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 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 a court of competent jurisdiction located in Palm Beach County, Florida. 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 judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the VETERINARIAN may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the VETERINARIAN. The COUNTY agrees to notify the VETERINARIAN of its opinion by certified mail within thirty (30) days of receipt of notification by the VETERINARIAN. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the VETERINARIAN, the COUNTY shall so state in the notification and the VETERINARIAN shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the VETERINARIAN under the terms of this Contract.

## **ARTICLE 15 - EXCUSABLE DELAYS**

The VETERINARIAN shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the VETERINARIAN 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 16 - ARREARS**

The VETERINARIAN shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The 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 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.

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 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 and that during the term of this Contract all Palm Beach County employees will be treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information.

## **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 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 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the VETERINARIAN of the COUNTY'S notification of a contemplated change, the VETERINARIAN shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the VETERINARIAN'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the VETERINARIAN shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the VETERINARIAN shall not commence work on any such change until such written amendment is signed by the VETERINARIAN and approved and executed on behalf of Palm Beach County.

## **ARTICLE 26 - NOTICE**

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

Stephanie Sejnoha, Director  
Department of Public Safety  
20 South Military Trail  
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office  
Attn: Animal Care and Control Attorney  
301 North Olive Ave.  
West Palm Beach, Florida 33401

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

Crystal Ramsey, DVM  
4301 123<sup>rd</sup> Trail North  
West Palm Beach, FL 33411

## **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 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 29 - REGULATIONS; LICENSING REQUIREMENTS**

The VETERINARIAN shall comply with all laws, ordinances and regulations applicable to the

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 30 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)**

As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by VETERINARIAN, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

**ARTICLE 31 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the VETERINARIAN: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the VETERINARIAN shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The VETERINARIAN is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The VETERINARIAN further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the VETERINARIAN does not transfer the records to the public agency.
- D. Upon completion of the Contract the VETERINARIAN shall transfer, at no cost to the County, all public records in possession of the VETERINARIAN unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the VETERINARIAN transfers all public records to the County upon

completion of the Contract, the VETERINARIAN shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the VETERINARIAN keeps and maintains public records upon completion of the Contract, the VETERINARIAN shall meet all applicable requirements for retaining public records. All records stored electronically by the VETERINARIAN must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the VETERINARIAN to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. VETERINARIAN acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE VETERINARIAN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VETERINARIAN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

*Remainder of page intentionally left blank.*

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

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

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

By: \_\_\_\_\_  
Mayor Melissa McKinlay

WITNESS:  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name (type or print)  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name (type or print)

VETERINARIAN:  
  
\_\_\_\_\_  
Company Name  
*Crystal Ramsey, DVM*  
\_\_\_\_\_  
Signature  
*Crystal Ramsey, DVM*  
\_\_\_\_\_  
Typed Name  
*Veterinarian*  
\_\_\_\_\_  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
  
By \_\_\_\_\_  
County Attorney

(corp. seal)

APPROVED AS TO TERMS  
AND CONDITIONS  
  
By *Demoko*  
Department Director



**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 VETERINARIAN will 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.), to provide coverage for the staff veterinarians on their days off (not to exceed four (4) days/forty (40) hours per week/ ten (10) hours per day), or to provide additional veterinary staffing at the shelter when needed. Under normal circumstances, the VETERINARIAN will only be called to perform services during hours no earlier than 7:00 a.m. and no later than 6:00 p.m. County holidays are normally excluded. Every attempt will be made by the COUNTY to give the VETERINARIAN at least 24 hours advance notice when 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.

VETERINARIAN is expected to make herself available to work at least one full eight-hour day at least one day per month and preferably will be available to work one full eight-hour day one day per week. When VETERINARIAN'S services are requested, she is expected to work no less than a full eight-hour day, unless otherwise indicated by the Director or her designee.

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 VETERINARIAN is in a temporary caretaker position and in the absence of the regular staff veterinarian will be responsible for overseeing the overall health of incoming, impounded, and outgoing animals. The VETERINARIAN is to work closely with the clinic staff, clinic coordinator, clinic supervisor, and Division director in assuring that appropriate medical care is given to each animal 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 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

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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 routine animal examinations 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 and medical care. 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.**

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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**SCHEDULE OF PAYMENTS**

The Scope of Work to be completed by VETERINARIAN as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY of certain "deliverables" as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

The VETERINARIAN will be paid for all services ordered, hereunder at the following rates:

**RELIEF VETERINARY SERVICES**

**RATE OF PAY:**

Daily rate for providing relief veterinary services during an eight-hour workday is \$500.00 per day.

VETERINARIAN shall be paid at a rate of \$62.50 per hour when the Director or her designee authorizes VETERINARIAN to work for less than an eight-hour day or when VETERINARIAN works additional hours beyond an eight-hour day.

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Veterinary Professional Liability  
Insurance Policy  
Certificate of Insurance



**ZURICH**

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

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

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

**ITEM 2: Named Certificate Holder, member number, species, and address**

Crystal Sue Ramsey, DVM  
11640 Ross Road  
Juniper Hills, CA 93543

Master Policy Number: **EOL 5241302 -13**  
Certificate Number: **VETPRO073495**

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

**ITEM 3: Policy Period**

From: 01/01/2018  
To: 01/01/2019

12:01 am Standard time at the address of the Named Certificate Holder  
as stated herein

**ITEM 4: Limits of Liability**

Each claim \$ 1,000,000  
Aggregate \$ 3,000,000

Member Name	Member No.	Species Type
Crystal Ramsey	257207	[IV] Small Animal Exclusive

**ITEM 5: Premium and coverage summary**

Primary Professional Liability	\$238.00
Veterinary License Defense	\$85.00

TOTAL DUE: \$323.00

**ITEM 6: Forms Attached at Issuance:**

U-VPL-100-A CW (07/04); U-VPL-103-A CW (07/04); GU-1191-A-CW (3/15); U-VPL-109-B CA (01/12); U-VPL-102-B CW (06/11); U-GU-319-F (01/09); U-GU-1194-A CW (08/15)

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

Location Number/Address	Extension Plan	Embryo Plan
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**ITEM 8: Veterinary Professional Liability Regulatory Action License Defense  
Coverage endorsement (if purchased):**

Limit: \$ 25,000

Authorized Signature

Neil R. Hughes, President  
Hub International Midwest Insurance Agency

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

Notice to the Company: Zurich American Insurance Company  
P.O. Box 968041  
Schaumburg, IL 60196-8041

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# **SANCTIONS EXCLUSION ENDORSEMENT**



## **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

### **SANCTIONS EXCLUSION**

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**

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Endorsement #

## California Changes – Cancellation, Nonrenewal And Conditional Renewal



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**VETERINARY PROFESSIONAL LIABILITY INSURANCE POLICY**

Paragraph **D. Cancellation And Nonrenewal** in Section **IV. Conditions** is replaced by the following:

**D. Cancellation And Nonrenewal**

**1. Cancellation**

- a. The **Named Certificate Holder** shown in the **Certificate of Insurance** may cancel this policy by mailing or delivering to the Company advance written notice of cancellation. In no event may the requested date of cancellation be greater than ten (10) days prior to the date the request is received by the Company.

**b. All Policies In Effect For 60 Days Or Less**

If this policy has been in effect sixty (60) days or less, or is a renewal of a policy the Company has previously issued, the Company may cancel this policy by mailing or delivering to the **Named Certificate Holder** at the address shown in the **Certificate of Insurance** and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- (1) Ten (10) days before the effective date of cancellation if the Company cancels for:

(a) Nonpayment of premium; or

(b) Discovery of fraud by:

(i) The **Named Certificate Holder** or his or her representative in obtaining the insurance; or

(ii) The **Named Certificate Holder** or his or her representative in pursuing a **Claim** under the policy.

- (2) Thirty (30) days before the effective date of cancellation if the Company cancels for any other reason.

**c. All Policies In Effect For More Than 60 Days**

- (1) If this policy has been in effect for more than sixty (60) days, or is a renewal of a policy the Company issued, the Company may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(a) Nonpayment of premium, including payment due on a prior policy the Company issued and due during the current policy term covering the same risks.

(b) Discovery of fraud or material misrepresentation by:

(i) The **Named Certificate Holder** or his or her representative in obtaining the insurance; or

(ii) The **Named Certificate Holder** or his or her representative in pursuing a **Claim** under the policy.

(c) A judgment by a court or an administrative tribunal that the **Named Certificate Holder** has violated any California or Federal law, having as one of its necessary elements an act which materially increases any of the risk insured against.

(d) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the **Named Certificate Holder** or his or her representative, which materially increase any of the risks insured against.

(e) Failure by the **Named Certificate Holder** or his or her representative to implement reasonable loss control requirements which were agreed by the **Insured** as a condition of policy issuance or which were conditions precedent to the use by the Company of a particular rate or rating plan, if the failure materially increases any of the risks insured against.

(f) A determination by the Commissioner of Insurance that the:

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- (i) Loss of, or changes in, the Company's reinsurance covering all or part of the risk would threaten the Company's financial integrity or solvency; or
  - (ii) Continuation of the policy would:
    - ((a)) Place the Company in violation of California law or the laws of the state of the Company's domiciled; or
    - ((b)) Threaten the Company's solvency.
  - (g) A change by the **Named Certificate Holder** or his or her representative in the activities or property of the commercial or industrial enterprise which results in a material added risk, a materially increased risk or a materially changed risk, unless the added, increased, or changed risk is included in the policy.
- (2) The Company will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the **Named Certificate Holder** at the address shown in the **Certificate of Insurance**, and to the producer of record, at least:
- (a) Ten (10) days before the effective date of cancellation if the Company cancels for nonpayment of premium or discovery of fraud; or
  - (b) Thirty (30) days before the effective date of cancellation if the Company cancels for any other reason listed in Paragraph c.(1).
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, the Company will send the **Named Certificate Holder** any premium refund due. The refund will be pro-rata. The cancellation will be effective even if the Company has not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.
2. **Nonrenewal**
- a. Subject to the provisions of Paragraph b. below, if the Company elects not to renew this policy, the Company will mail or deliver written notice stating the reason for nonrenewal to the **Named Certificate Holder** shown in the **Certificate of Insurance** and to the producer of record, at least sixty (60) days, but not more than one hundred and twenty (120) days, before the expiration or anniversary date.  
The Company will mail or deliver its notice to the **Named Certificate Holder**, and to the producer of record, at the mailing address shown in the **Certificate of Insurance**.
  - b. The Company is not required to send notice of nonrenewal in the following situations:
    - (1) If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between the Company and a member of the Company's insurance group.
    - (2) If the policy has been extended for ninety (90) days or less, provided that notice has been given in accordance with Paragraph a. above.
    - (3) If the **Named Certificate Holder** has obtained replacement coverage, or has agreed, in writing, within sixty (60) days of the termination of the policy, to obtain that coverage.
    - (4) If the policy is for a period of no more than sixty (60) days and the **Named Certificate Holder** is notified at the time of issuance that it will not be renewed.
    - (5) If the **Named Certificate Holder** requests a change in the terms or conditions or risks covered by the policy within sixty (60) days of the end of the **Policy Period**.
    - (6) If the Company has made a written offer to the **Named Certificate Holder**, in accordance with the timeframes shown in Paragraph a. above, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds twenty-five percent (25%).

All other terms, conditions, provisions and exclusions of this policy remain the same.

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## Important Notice to Policyholders

The address for the headquarters of Zurich North America will change after August 1, 2016 due to a relocation of our office in the same city. The new address is:

Customer Inquiry Center  
Zurich North America  
1299 Zurich Way  
Schaumburg, IL 60196  
1-800-382-2150

For specific questions regarding your policy, please contact your agent or broker. For other questions, you may contact the Customer Inquiry Center of Zurich North America. Any references to post office boxes previously provided remain unchanged.

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