

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: March 12, 2019	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

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

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) approve a Contract for Consulting/Professional Services with Linda Gregard, DVM, for relief veterinary services at the main shelter in an amount not to exceed \$24,000 for the period March 12, 2019, through March 12, 2020; and

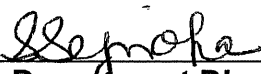
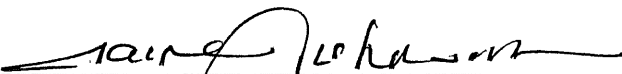
B) authorize the County Administrator or designee to sign all future renewals, task assignments, and necessary minor amendments that do not change the scope of work or terms and conditions of the contract after approval of legal sufficiency by the County Attorney's Office and within budget allocations.

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 Consulting/Professional Services with Linda Gregard, DVM with Exhibit A & B

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Recommended by:	<u></u>	<u>2/8/19</u>
	Department Director	Date
Approved By:	<u></u>	<u>3/8/19</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Capital Expenditures					
Operating Costs	<u>12,000</u>	<u>12,000</u>			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>12,000</u>	<u>12,000</u>			

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included In Current Budget? Yes X No _____

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

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Fund: 0001- General Fund
Unit: 2230 – Animal Care-Clinic Operations

Funding for the contract will come from lapsed salaries.

Departmental Fiscal Review: NC [Signature] 1/31/2019

III. REVIEW COMMENTS

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

[Signature] 2/14/19 SP 2/11/19
OFMB
[Signature] 3/5/19
Contract Administration

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.

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 12 day of March, 2019, 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 Linda Gregard, DVM, an individual authorized to do business in the State of Florida, hereinafter referred to as the VETERINARIAN, whose Federal I.D. is VM10678.

In consideration of the mutual promises contained herein, the COUNTY and the VETERINARIAN agree as follows:

ARTICLE 1 - SERVICES

The VETERINARIAN'S responsibility under this Contract is to provide professional/consultation services in the area of veterinary medicine, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Dianne M. Sauve, Director, telephone no. 561-233-1251.

The VETERINARIAN'S representative/liaison during the performance of this Contract shall be Linda Gregard, DVM, telephone no. 772-801-8730.

ARTICLE 2 - SCHEDULE

The VETERINARIAN shall commence services on February 5, 2019 and complete all services by February 5, 2020.

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 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 cause upon five (5) business days written notice to the VETERINARIAN or without cause upon ten (10) business days 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, except as otherwise directed by the COUNTY, in writing, 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. **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.
- C. **Professional Liability** VETERINARIAN shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$100,000** 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.
- D. **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.
- E. **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

- F. **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 COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the VETERINARIAN warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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:

Linda Gregard, DVM
128 Alcazar Street
Royal 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

The VETERINARIAN, VETERINARIAN'S employees, subcontractors of VETERINARIAN and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The VETERINARIAN is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the VETERINARIAN acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the VETERINARIAN(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The VETERINARIAN shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the VETERINARIAN or its subcontractor(s) terminates an employee who has been issued a badge, the VETERINARIAN must notify the COUNTY within two (2) hours. At the time of termination, the VETERINARIAN shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the VETERINARIAN if the VETERINARIAN 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated VETERINARIAN employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

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.

ARTICLE 30 - SCRUTINIZED COMPANIES

- A. 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 that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
- B. **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 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. Said certification must also be submitted at the time of Contract renewal, if applicable.

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.

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 Mack Bernard

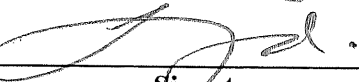
WITNESS:

Signature

Name (type or print)

Signature

Name (type or print)

VETERINARIAN:
Linda Gregard DVM PLLC
Company Name

Signature

Linda Gregard
Veterinarian, owner
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By _____
Department Director

EXHIBIT "A"

SCOPE OF WORK

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

RELIEF VETERINARY SERVICES

The 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/ eight (8) 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 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. CRUELTY CASES AND COURT PROCEEDINGS

On occasion, VETERINARIAN may be asked to provide, coordinate, and direct appropriate medical care, analysis and treatment for animals that may be the subject of neglect or cruelty proceedings. VETERINARIAN may be asked to prepare a summary of medical care, analysis, treatment, findings and conclusions for the purpose of court proceedings. VETERINARIAN may have to appear in court to testify as a witness if VETERINARIAN examines or treats an animal that is or becomes the subject of a custody or court proceeding if VETERINARIAN's presence is requested at the hearing by the County. In such cases, VETERINARIAN will be paid in accordance with Exhibit "B." If VETERINARIAN is subpoenaed for a hearing by the State or another party, that party shall be responsible to pay for VETERINARIAN's time and expenses.

C. 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.

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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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