

AGREEMENT BETWEEN BROWARD COUNTY AND VETERINARIAN FOR ISSUING PET REGISTRATION TAGS

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and _____, [a licensed veterinarian/corporation/limited liability company] (“Provider”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. Dogs or cats that are at least four (4) months of age must be vaccinated periodically against rabies by a licensed veterinarian pursuant to Section 828.30, Florida Statutes, and Chapter 4 of the Broward County Code of Ordinances (“Code”).

B. In addition, pursuant to Chapter 4 of the Code, dogs or cats in Broward County that are at least four (4) months of age must be registered in Broward County and the registration must remain current.

C. County is desirous of providing registration tags for sale through licensed veterinarians.

D. Provider is licensed to practice veterinary medicine in the State of Florida and is willing to sell registration tags as a non-exclusive vendor for the County pursuant to the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Contract Administrator** means the Director of the Broward County Animal Care Division (“Division”), or such other person designated by the Division Director in writing.

1.4. **Registration Tag** means the rabies registration tag required pursuant to Chapter 4 of the Code that must be obtained by all persons who own or keep a dog or cat in Broward County that is at least four (4) months of age.

1.5. **Services** means all work required of Provider under this Agreement including, without limitation, all deliverables, consulting, training, project management, and other services specified in the Scope of Services attached as Exhibit A.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Pet Registration Tag Reconciliation Worksheet

ARTICLE 3. SCOPE OF SERVICES

Provider shall perform all Services including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of Provider's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Provider impractical, illogical, or unconscionable.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the parties ("Effective Date") and continues through September 30, 2026 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension as defined in this article are collectively referred to as the "Term."

4.2. Extensions. County may extend this Agreement for up to two additional one (1) year term(s) (each an "Extension Term") on the same rates, terms, and conditions stated in this Agreement by sending notice to Provider at least thirty (30) days prior to the expiration of the then-current term. The Contract Administrator is authorized to exercise any Extension Term(s), and notice of same to Provider by electronic mail only shall be effective and sufficient.

4.3. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Contract Administrator, render the exercise of an Extension Term not practicable, or if no Extension Term remains available and expiration of this Agreement would, as determined by the Contract Administrator, result in a gap in Services deemed necessary by County, then the Contract Administrator may extend this Agreement for period(s) not to exceed three (3) months in the aggregate ("Additional Extension") on the same rates, terms, and conditions as existed at the end of the then-current term. The Contract Administrator may exercise the Additional Extension by written notice to Provider at least thirty (30) days prior to the end of the then-current term stating the duration of the Additional Extension. Notice to Provider by electronic mail only shall be effective and sufficient.

4.4. Time of the Essence. Time is of the essence for Provider's performance of the duties, obligations, and responsibilities required by this Agreement.

5.1. Compensation. Provider must charge individuals obtaining a Registration Tag the amounts provided in Exhibit B and may retain the Provider fee stated in Exhibit B ("Provider Fee"),

which amount shall be accepted by provider as full compensation for all Services under this Agreement. Other than the Provider Fee, Provider is not entitled to any other compensation in connection with the performance of the Services. Provider acknowledges that the amounts set forth in this Agreement are the maximum compensation that Provider is entitled to obtain for performance of the Services and constitute a limitation upon County's obligation to compensate Provider for goods and Services. These maximum amounts, however, do not constitute a limitation of any sort upon Provider's obligation to perform all Services.

5.2. Pet Registration Tag Reconciliation.

5.2.1. Commencing after the end of the first calendar month of the Term, and continuing until this Agreement expires or is terminated, Provider must submit a monthly Pet Registration Tag Reconciliation Worksheet, attached as Exhibit C. Each Pet Registration Tag Reconciliation Worksheet must detail tag series information; the total number of tags sold for the corresponding month, and include, as an attachment, copies of all completed rabies vaccination forms collected by Provider as required by this Agreement; and any other details as requested by the Contract Administrator. The Pet Registration Tag Reconciliation Worksheet and all required supporting documents are collectively referred to as a "Worksheet."

5.2.2. If Provider is submitting Worksheets to County by mail, each Worksheet must be postmarked no later than the tenth (10th) day of the month for data from the previous month covered by the Worksheet. If Provider is sending Worksheets electronically, the Worksheet must be received by the Contract Administrator no later than the tenth (10th) day of the month for data from the previous month when the Registration Tag was issued by Provider.

5.2.3. Upon receipt of a complete and proper Worksheet, the Division will review the form, reconcile the data, and submit an invoice to Provider for the amount due to County based on the number of Registration Tags issued during the time period covered by the applicable Worksheet.

5.2.4. Provider shall remit full payment to County within thirty (30) days after the date of each County invoice.

5.3. Reimbursable Expenses. Provider shall not be reimbursed for any expenses incurred in connection with the Services, including, without limitation, travel costs.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Provider represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Provider, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Provider has with any third party or violates Applicable Law. Provider further represents and warrants that execution of this Agreement is within Provider's legal powers, and each individual

executing this Agreement on behalf of Provider is duly authorized by all necessary and appropriate action to do so on behalf of Provider and does so with full legal authority.

6.2. Contingency Fee. Provider represents that Provider has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.3. Public Entity Crime Act. Provider represents that Provider is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that Provider's entry into this Agreement will not violate that Act. Provider further represents that there has been no determination that Provider committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that Provider has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list.

6.4. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Provider represents that Provider has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that Provider is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Provider represents and certifies that Provider is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Provider represents that Provider is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.5. Claims Against Provider. Provider represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Provider, threatened against or affecting Provider, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Provider to perform Provider's obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Provider or on the ability of Provider to conduct Provider's business as presently conducted or as proposed or contemplated to be conducted.

6.6. Verification of Employment Eligibility. Provider represents that Provider has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Provider violates this section, County may immediately terminate this Agreement for cause and Provider shall be liable for all costs incurred by County due to the termination.

6.7. Warranty of Performance. Provider represents and warrants that all person(s) providing Services pursuant to this Agreement possess the knowledge, skill, experience, and financial capability required to perform and provide all Services, and that each person maintains a valid veterinary license pursuant to Florida law, is duly qualified to perform such Services, and is

sufficiently experienced and skilled in the area(s) for which such person will render Services. Provider represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.8. Disciplinary Actions. Provider represents and warrants that all person(s) providing Services pursuant to this Agreement have had no significant disciplinary action from the regulatory board of any state governing the practice of veterinary medicine within the past five (5) years. "Significant disciplinary action" as used herein includes any reprimand, corrective action, or suspension or revocation of a veterinary license. Letters of Concern issued by the Florida Department of Business and Professional Regulation (or the equivalent disciplinary action in another state) are not considered significant disciplinary actions. During the Term, Provider shall notify County as soon as practicable but no later than three (3) business days after any significant disciplinary action against Provider or any veterinarian employed by or affiliated with Provider who is performing Services pursuant to this Agreement. Such person(s) shall immediately cease performance of Services if their veterinary license is suspended or revoked. Failure by Provider or the individuals employed by or affiliated with Provider who are providing Services to maintain a valid veterinary license shall be cause for immediate termination of this Agreement for cause.

6.9. Prohibited Telecommunications Equipment. Provider represents and certifies that Provider does not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Provider represents and certifies that Provider shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.10. Breach of Representations. Provider acknowledges that County is materially relying on the representations, warranties, and certifications of Provider stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Provider; (c) set off from any amounts due to Provider the full amount of any damage incurred; and (d) debarment of Provider.

ARTICLE 7. INDEMNIFICATION

Provider shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Provider, or any intentional, reckless, or negligent act or omission of Provider, Provider's officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Provider shall, upon written

notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Provider under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. TERMINATION

8.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, Provider's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

Termination for cause by County may be made by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 8.2 effective thirty (30) days after such notice was provided.

8.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Provider. Provider acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Provider of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

8.3. Cessation of Services Upon Termination. Except as expressly provided for in this article, Provider shall cease providing Services on the date of the termination of this Agreement stated in the notices provided by County pursuant to this article. Under no circumstances is Provider authorized to issue any new Registration Tags after the termination of this Agreement.

8.4. Final Worksheet. Within ten (10) days after the termination of this Agreement, Provider shall submit a final Worksheet to the Division in the format provided for in article 5 of this Agreement. County shall thereafter issue its final invoice to Provider for payment for the Registration Tags identified in the final Worksheet, and Provider shall pay all amounts stated in the invoice within thirty (30) days after County sends Provider the invoice.

8.5. Provider Fees Upon Termination. If this Agreement is terminated by County pursuant to this article, Provider shall be entitled to retain the Provider Fees stated in Exhibit B for all Services properly performed through the termination date specified in the written notice of termination, and Provider shall not be entitled to any additional compensation for Services under this Agreement.

8.6. Notice of termination shall be provided in accordance with the “Notices” section of this Agreement, except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

8.7. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY

9.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

9.2. By January 1 of each year, Provider must submit an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

ARTICLE 10. MISCELLANEOUS

10.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Provider to manage and supervise the performance of this Agreement. Provider acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

10.2. Public Records. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Provider is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Provider shall:

10.2.1. Keep and maintain public records required by County to perform the Services;

10.2.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a

cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

- 10.2.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and
- 10.2.4. Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the services. If Provider transfers the records to County, Provider shall destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains the public records, Provider shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Provider receives a request for public records regarding this Agreement or the Services, Provider must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Provider must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Provider contends constitutes or contains Provider’s trade secrets under Chapter 688, Florida Statutes, or (b) for which Provider asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Provider must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Provider must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Provider as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Provider, or the claimed exemption is waived. Any failure by Provider to strictly comply with the requirements of this section shall constitute Provider’s waiver of County’s obligation to treat the records as Restricted Material. Provider must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-1313, ACAD_PRR@BROWARD.ORG, 2400 S.W. 42ND ST., FORT LAUDERDALE, FLORIDA 33312.

10.3. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Provider that are related to this Agreement. Provider shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Provider shall make same available in written form at no cost to County. Provider shall provide County with reasonable access to Provider's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Provider shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Provider expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Provider hereby grants County the right to conduct such audit or review at Provider's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Provider shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment owed to County upon such entry. If an audit or inspection in accordance with this section reveals that Provider failed to properly reconcile the number of Registration Tags issued by Provider in a Worksheet resulting in an original underpayment to County from Provider of greater than five percent (5%) of the amounts that should have been paid to County, in addition to making adjustments for the underpayment, Provider shall pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Provider.

10.4. Independent Contractor. Provider is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Provider nor Provider's agents shall act as officers, employees, or agents of County. Provider shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

10.5. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

10.6. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10.7. Third-Party Beneficiaries. Neither Provider nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.8. Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made by Provider to the noticed address for County. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section. Notwithstanding anything in this Agreement to the contrary: (a) County may issue invoices to Provider electronically to the email address for Provider stated in this section, and (b) Provider may submit Worksheets to the Division to the email address for the County stated in this section.

FOR COUNTY:

Broward County Animal Care Division
Attn: Emily Wood, Director
2400 S.W. 42nd Street
Fort Lauderdale, Florida 33312
Email address: emwood@broward.org

FOR PROVIDER:

10.9. Subcontracting and Assignment Prohibited. Provider is expressly prohibited from subcontracting the performance of any of the Services. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Provider. Any

assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

10.10. Conflicts. Neither Provider nor Provider's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of judgment and care related to Provider's performance under this Agreement. During the Term, none of Provider's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Provider is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Provider or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding.

10.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

10.12. Compliance with Laws. Provider and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

10.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

10.14. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

10.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or

subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

10.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

10.17. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Provider.

10.19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

10.20. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

10.21. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

10.22. Use of County Name or Logo. Provider shall not use County’s name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

10.23. Living Wage Requirement. If Provider is a “covered employer” within the meaning of the “Broward County Living Wage Ordinance,” Sections 26-100 through 26-105 of the Code, Provider shall fully comply with the requirements of such ordinance and shall pay to all of Provider’s

employees providing “covered services,” as defined in the ordinance, a living wage as defined therein.

10.24. Polystyrene Food Service Articles. Provider shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through the Director of the Animal Care Division authorized to execute same by Board action on the _____ day of _____, 20__, and Provider, signing by and through _____ duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its Director of the Animal Care Division

By: _____
Director

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
De'Anne A. Jackson (Date)
Assistant County Attorney

DAJ/cv
Pet Licensing Agreement
01/24/2023
#617936

**AGREEMENT BETWEEN BROWARD COUNTY AND _____ FOR ISSUING PET
LICENSES**

PROVIDER

PROVIDER NAME

By: _____
Authorized Signer

Print Name and Title

____ day of _____, 20____

Exhibit A Scope of Services

Provider agrees to issue and renew Registration Tags for dogs and cats in Broward County and submit the corresponding fees collected to County in accordance with the Agreement and this Scope of Services.

1. Provider agrees to:

- 1.1. Issue or renew the appropriate Registration Tag for a dog or cat which any person owns or keeps in Broward County at the fees established by County for sterilized and unsterilized animals in accordance with Section 3.2 below and Chapter 40 of the Broward County Administrative Code, as may be amended from time to time.
- 1.2. Issue or renew Registration Tags for an animal only after either: (a) administering the rabies vaccination to the animal pursuant to a separate agreement with the owner of the animal; or (b) upon obtaining and reviewing a copy of the appropriate document demonstrating that the dog or cat has been inoculated against rabies within the preceding twelve (12) month or thirty-six (36) month period, as appropriate. Provider must submit to County a rabies vaccination certificate or documentation received from the veterinarian for every animal for which a Registration Tag was issued even if, due to the animal's age or a medical condition, the documentation indicates that the animal has not been vaccinated.
- 1.3. Handle and store Registration Tags in a manner that will ensure their security and minimize the potential for loss or theft. Provider is responsible for all Registration Tags and must reimburse County for the cost of all lost Registration Tags at the current cost set forth in Chapter 40 of the Broward County Administrative Code, as may be amended from time to time. Stolen Registration Tags, described in Section 1.5, are not considered "lost" Registration Tags when reported to the appropriate law enforcement agency.
- 1.4. Collect payment for the Registration Tags that are issued or renewed by Provider at the amounts provided for in Exhibit B. Provider understands and agrees that funds collected from the issuance or renewal of Registration Tags, other than the Provider Fee, are County funds. In the event the funds collected for Registration Tags are comingled with Provider's other funds, it is expressly understood that the funds collected from the sale or renewal of Registration Tags, other than the Provider Fee, are and will remain County funds.
- 1.5. Report all stolen Registration Tags to the appropriate law enforcement agency and the Contract Administrator within five (5) business days after Provider becomes aware of the theft. Provider's report of stolen Registration Tags to the Contract Administrator must be in writing and must also include the law enforcement agency's case number.

- 1.6. Notify the Contract Administrator prior to the closure of the Provider's business, surrender all unissued Registration Tags, and make payment for all Registration Tags issued, renewed, or lost before closing the business.
- 1.7. Only request Registration Tags based on expected need for the Initial Term or the applicable Extension Term or Additional Extension.
2. No Authorization to Administer Rabies Vaccinations. Nothing in this Agreement shall be construed to authorize Provider to administer rabies vaccinations to any dog or cat when the owner is obtaining a Registration Tag. If Provider is administering rabies vaccines, it must be done pursuant to a separate agreement with the owner of the dog or cat. Provider's indemnification obligations in article 7 of this Agreement shall apply to any Claim made against an Indemnified Party relating to or arising from any veterinary services including, but not limited to, administration of a rabies vaccination to a dog or cat when the owner is obtaining a Registration Tag from Provider.
3. County agrees to:
 - 3.1. Permit providers who operate in Dade, Broward, and Palm Beach counties to issue and renew Registration Tags in accordance with this Agreement.
 - 3.2. Allow Provider the option to retain from the total charge for a Registration Tag the Provider Fee identified in Exhibit B.
 - 3.3. Declare any Registration Tag that is properly reported as stolen to be void.

**Exhibit B
Payment Schedule**

Provider may charge fees for Registration Tags in the amounts set forth in this Payment Schedule or such greater amounts as provided in Chapter 40 of the Broward County Administrative Code as may be amended from time to time by the Board.

Service	Provider Fee Per Animal (Not-to-exceed)	Total Cost of Registration Tag as of Effective Date
Sterilized cat one-year Registration Tag, four (4) months or older		
Unsterilized cat one-year Registration Tag, four (4) months or older		
Sterilized dog one-year Registration Tag, four (4) months or older		
Unsterilized dog one-year Registration Tag, four (4) months or older		

Exhibit C



Print

Resilient Environment Department
ANIMAL CARE DIVISION
2400 SW 42nd St • Fort Lauderdale, Florida 33312 • 954-359-1313 •
broward.org/animal

Pet Registration Tag Reconciliation Worksheet
Pet License Sales Agent

Clinic Information					
Vet ID	Clinic Name				
Business Address	City	State	Zip		
Business Phone	Business Fax	Business Email			
Submission Information					
Tags issued for the month of:					
<input type="checkbox"/> Jan	<input type="checkbox"/> Apr	<input type="checkbox"/> Jul	<input type="checkbox"/> Oct	Date of Submission: _____	
<input type="checkbox"/> Feb	<input type="checkbox"/> May	<input type="checkbox"/> Aug	<input type="checkbox"/> Nov		
<input type="checkbox"/> Mar	<input type="checkbox"/> Jun	<input type="checkbox"/> Sep	<input type="checkbox"/> Dec		
Tags Sold - Series Information for this <u>Month</u> (tags must be issued consecutively)					
Starting Number	through	Ending Number	Total Tags Sold:	0	All Registration Tags must be accounted for. Unless a Registration Tag is properly reported as stolen, if a Registration Tag number is skipped that Registration Tag will be processed as lost and a charge will be assessed.
Starting Number	through	Ending Number	Total Tags Sold:	0	
Starting Number	through	Ending Number	Total Tags Sold:	0	
			Total Tags Sold:	0	
Tag Types Sold					
Tag Type:	Number Issued:	Price	Amount Due:	Tag Type:	Number Issued:
Sterilized Dogs		\$ _____	_____	Sterilized Dogs	
Unsterilized Dogs		\$ _____	_____	Unsterilized Dogs	
Sterilized Cats		\$ _____	_____	Sterilized Cats	
Unsterilized Cats		\$ _____	_____	Unsterilized Cats	
Prepared By: _____			Tags Unaccounted For: _____ x \$ _____ = _____		
			Grand Total Due: _____		
			ACAD Notes:		
Remember: This Worksheet must be received electronically or postmarked no later than the 10th day of the month.			Date of Completion: ___/___/___ Processed By: _____		