

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	* _____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Current Budget? Yes ___ No ___

Budget Account No: Exp: Fund ___ Department ___ Unit ___ Object ___
 Rev: Fund ___ Department ___ Unit ___ Object ___

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

* The fiscal impact is indeterminable at this time.

C. Departmental Fiscal Review: Stephanie Sepinoha 3/5/12

III. REVIEW COMMENTS

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

OFMB [Signature] 3/15/12
 Contract Administration [Signature] 3/22/12
 3-21-12 B Wheeler

B. Legal Sufficiency:

[Signature] 3/23/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

RESOLUTION NO. R-2012-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ESTABLISHING A STANDARD FORM PROMISSORY NOTE TO BE USED BY THE DIVISION OF ANIMAL CARE AND CONTROL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County, through its Division of Animal Care and Control ("Division"), operates the Palm Beach County Animal Care and Control Shelter for lost, stray, abandoned and injured domestic animals; and

WHEREAS, The Board of County Commissioners (the "Board") has by resolution approved standard fees to be charged by the Division; and

WHEREAS, on occasion, due to financial hardship, individuals are not able to pay the fees charged by the Division to redeem an animal; and

WHEREAS, the Board wishes to adopt a standard form promissory note to be used by the Division in instances where an individual cannot afford to redeem an animal due to financial hardship.

WHEREAS, the Board wishes to allow the Division Director or designee to approve a promissory note in instances where the amount is \$1,500 or less.

WHEREAS, the Board wishes to allow the County Administrator or designee to approve a promissory note in instances where the promissory note amount exceeds \$1,500.

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

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein.
2. **Standard Form Document**. The Board hereby approves the standard form Promissory Note attached hereto and incorporated herein as Attachment "A", on behalf of the Board of County Commissioners. The County Administrator or his designee is authorized to make non-material changes to the standard form Promissory Note. The term "non-material changes" means changes that do not modify the substantive obligations in the Promissory Note. For the purpose of this Resolution, the Director of the Division of Animal Care and Control shall be considered to be the designee of the County Administrator.
3. **Severability**. If any section, sentence, clause, phrase or word of this resolution is held invalid or unconstitutional by and court of competent jurisdiction, then said holding shall in no way affect the remaining portions of this resolution.
4. **Effective Date**. This resolution shall become effective immediately upon adoption.

PALM BEACH COUNTY
DIVISION OF ANIMAL CARE AND CONTROL
PROMISSORY NOTE

RE: _____

1. *Promise to pay.* For value received, I, _____ (hereinafter referred to as "Borrower"), promise to pay to the order of Palm Beach County Board of County Commissioners (hereinafter referred to as "Holder") the principal sum of \$ _____ by no later than: _____. Payment shall be made at the Palm Beach County Division of Animal Care and Control at 7100 Belvedere Road, West Palm Beach, Florida 33411.
2. *Default.* Failure of Borrower (or any person now or hereafter liable for payment of this Note) to pay the principal sum by the above-cited date shall be a default. Upon default in the payment of this Note, the unpaid principal balance on this Note shall become immediately due. While this Note is in default it shall bear interest at the rate of Eighteen (18%) percent per annum.
3. *Prepayment.* This Note may be prepaid in whole or in part at any time before due without penalty or premium.
4. *Amendment.* This Note may not be amended or modified except by an instrument in writing executed by both Borrower and Holder.
5. *Non-waiver.* No waiver of any provision hereof shall be effective, except by an instrument in writing executed by both Borrower and Holder.
6. *Enforcement.* In the event of a default, the rights of the parties under this Note shall be enforceable in a court of competent jurisdiction. This Note shall be construed and governed under the laws of the State of Florida, and venue for any action arising under this Note shall be in Palm Beach County, Florida. In the event that legal action is instituted by the Holder to enforce the rights and obligations of the parties under this Note, the Holder shall be entitled to its reasonable attorney's fees and costs, including attorney's fees and costs for any appeal. Should this Note be placed in the hands of an agency in the business of collecting just debts, then Borrower agrees and promises to pay said agency's fee for such services.
7. *Notice.* If any animal owned by Borrower is impounded by Holder before this Note is paid in full, the balance of all sums owed pursuant to this Note must be paid in full immediately, in addition to any new fees and costs, before such animal will be released to the Borrower. The Borrower must pay all sums due and must redeem said animal within the timeframe provided in

the Palm Beach County Animal Care and Control Ordinance or such animal shall become the property of the Holder.

8. *Severability.* This Note is intended to be performed in accordance with, and only to the extent permitted by applicable law. If any provisions of this Note or the application hereof to any party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the agreement between the parties as contained herein, the remainder of this Note shall be enforced to the greatest extent permitted by law.

Borrower's Address:

Borrower:

(Signature)

(Print)

Date:

Borrower's Driver's License #:

Witness:

Date:

Witness:

Date:

<i>For internal purposes only:</i>	
<i>In the event, this Note is \$1,500 or less, the Director of Animal Care and Control or designee shall sign. If this Note exceeds \$1,500, the County Administrator or designee's signature shall be required.</i>	
Palm Beach County Public Safety Department Division of Animal Care and Control Director of Animal Care and Control or designee:	Palm Beach County Public Safety Department County Administrator or designee:
_____ Signature	_____ Signature