

ORDINANCE NO. 2013-10

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, PERTAINING TO ANIMAL CARE AND ADOPTION; AMENDING VARIOUS SECTIONS OF CHAPTER 4 OF THE BROWARD COUNTY CODE OF ORDINANCES ("CODE"), "ANIMALS AND FOWL"; AND PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. Chapter 4 of the Broward County Code of Ordinances, "Animals and Fowl," is hereby amended to read as follows:

Chapter 4

ANIMALS AND FOWL

Sec. 4-1. Short title and intent.

This chapter shall be known and may be cited as the Broward County Animal Care and ~~Regulation~~ Adoption Ordinance and shall serve to define the requirements and regulate the care and adoption of animals in Broward County.

Sec. 4-2. Definitions.

For the purposes of this chapter, the following terms shall have the meanings indicated. No attempt is made to define any words which are used in accordance with their established dictionary meaning, except when necessary to avoid misunderstandings.

1 (a) *Abandon* shall mean to forsake an animal in a street, road, or public or
2 private place without providing for the care, sustenance, protection, and shelter of such
3 animal.

4 (b) ~~*Adult dog or cat* shall mean any dog or cat that is four (4) months of age or~~
5 ~~older~~ *Aggressive dog* shall mean any dog that, according to the records of the Division,
6 has killed a domestic animal while unprovoked and off the owner's property.

7 (c) *Animal* shall mean every living ~~dumb non~~ vertebrate other than a human
8 creature being.

9 (d) *Animal care officer specialist* shall mean any person employed by
10 ~~the county~~ the County, or such agents or employees as are lawfully designated by such
11 ~~officer~~ animal care specialist to perform the duties of such ~~officer~~ animal care specialist,
12 who is authorized to investigate, on public or private property, civil infractions relating to
13 animal control or cruelty, and to issue citations as provided herein. An animal care
14 ~~officer~~ specialist is not authorized to bear arms or make arrests.

15 (e) *Animal rescue organization* shall mean a humane society or other
16 non-profit organization that is dedicated to the protection of domestic animals, duly
17 registered with the Florida Department of State, and properly organized as a charitable
18 organization under Section 501(c)(3) of the Internal Revenue Code.

19 ~~(e) (f)~~ (f) *At large* shall mean not on the owner's property, and not under restraint or
20 the direct control, custody, charge, or possession of the owner, or other responsible
21 person. ~~"Direct Ccontrol" shall mean immediate, continuous physical control of an~~
22 ~~animal at all times, such as by means of a fence, leash, cord or chain of sufficient~~
23 ~~strength to restrain the animal.~~

1 ~~(f)~~ (g) *Citation* shall mean a written notice or an electronically-generated notice,
2 issued to a person by an officer, or by the Division, with probable cause to believe that
3 the person has committed a civil infraction in violation of this chapter, ~~or an~~
4 ~~electronically generated notice issued to a person at a division facility or by certified~~
5 ~~mail/return receipt requested.~~

6 ~~(g)~~ (h) ~~Commissioners~~ shall mean the ~~b~~Board of ~~e~~County ~~e~~Commissioners of
7 Broward County, Florida.

8 (i) *Community cat* shall mean any free-roaming, unowned cat living in a
9 particular area as part of a colony of cats that may be cared for by one (1) or more
10 known or unknown residents of the immediate area where the colony is based. A
11 community cat may or may not be feral. Community cats may be returned to the colony
12 once registered and neutered through a County or other program designed to trap,
13 neuter and return cats to their colony.

14 ~~(h)~~ (j) *Control* shall mean the regulation of the possession, ownership, care, and
15 custody of animals.

16 ~~(i)~~ (k) *County* shall mean Broward County.

17 ~~(j)~~ (l) *Cruelty* shall mean ~~every~~ action, omission to act, or neglect by which
18 unnecessary or unjustifiable pain or suffering is caused, permitted, or allowed to
19 continue when there is reasonable remedy or relief, except when done in the interest of
20 medical science and performed in compliance with applicable Florida Statutes, rules,
21 and regulations.

22 ~~(k)~~ (m) *Dangerous ~~D~~dog* means any dog that according to the records of the
23 Division:
24

1 (1) Has aggressively bitten, attacked, endangered, or has inflicted severe
2 injury on, a human being on public or private property;

3 (2) Has more than once severely injured or killed a domestic animal while off
4 the owner's property; or

5 (3) ~~Has been used primarily or in part for the purpose of dog fighting or is a~~
6 ~~dog trained for dog fighting; or~~

7 (4) Has, when not under the direct control of any person and, when
8 unprovoked, chased, or approached a person upon the streets, sidewalks,
9 or any public grounds in a menacing fashion or apparent attitude of attack,
10 provided that such actions are attested to in a sworn statement by one (1)
11 or more persons and dutifully investigated by the appropriate authority.

12 Notwithstanding anything else contained in this ~~C~~chapter, a dog shall not be
13 classified by the Division or a Hearing Officer as dangerous if the threat, injury, or
14 damage sustained by a person was sustained at a time when the person was unlawfully
15 on the property of the dog's owner, or while a person was lawfully on the property of the
16 dog's owner but was tormenting, abusing, or assaulting the dog, its owner, or a family
17 member or guest of the owner; or if the dog was protecting or defending a human being
18 within the immediate vicinity of the dog from an unjustified attack or assault.

19 (n) "Direct control" shall mean immediate, continuous physical control of an
20 animal at all times, such as by means of a fence, leash, cord, or chain of sufficient
21 strength to restrain the animal.

22 (4) (o) ~~Director~~ shall mean the Director of the ~~Animal Care and Regulation~~
23 Permitting, Licensing and Consumer Protection Division for Broward County, or any
24 successor agency.

1 (p) Division shall mean the Broward County Permitting, Licensing and
2 Consumer Protection Division, Animal Care and Adoption Section.

3 (q) Domestic animal shall mean any equine or bovine animal, goat, sheep,
4 swine, domestic cat, dog, poultry, ostrich, emu, rhea, or other tamed, raised, or kept
5 beast or bird.

6 (r) Feral means a wild animal that exists in an untamed state or that has
7 returned to an untamed state generally not socialized to human contact and is no longer
8 considered domesticated. Feral animals shall include, but not be limited to cats, dogs,
9 and hogs.

10 (s) Foster shall mean to provide a transition from intake by the Division to an
11 adoptable age or status for dogs and cats by maintaining human contact with the
12 fostered animal in a home-like environment.

13 ~~(m)~~ (t) Harboring shall mean the act of keeping and caring for an animal, or of
14 providing premises to which the animal returns for food, shelter, or care for a period of
15 at least forty-eight (48) hours. Harboring shall not include circumstances where in
16 which an individual captures, locates, and attempts to find the animal's owner in good
17 faith. Harboring shall also not include the keeping of stray animals, including but not
18 limited to community cats, pursuant to County programs designed to reduce pet
19 overpopulation and infectious diseases.

20 ~~(n)~~ (u) Health Department shall mean the State Department of Environmental
21 Health Florida Department of Health.

22 (v) Hoarding shall mean the intentional accumulation of a group of animals
23 which has overwhelmed a person's ability to provide minimal standards of nutrition,
24

1 sanitation, and care to the animals, coupled with an inability or refusal to acknowledge
2 that the condition of the animals is deteriorating.

3 ~~(e)~~ (w) *Home ~~C~~onfinement* shall mean that the animal is kept isolated from the
4 public within the owner's physical dwelling or attachment thereon or, if outside, ~~chained~~
5 properly secured in the owner's yard or under the ~~immediate~~ direct control of the owner
6 or member of the owner's family.

7 ~~(p)~~ (x) *Individual with ~~D~~isability* shall mean a person who is visually impaired,
8 blind, hearing impaired, deaf, or physically challenged, or a similarly health-impaired
9 person who by reason thereof is aided by a service animal.

10 ~~(q)~~ *Juvenile Dog or Cat* shall mean ~~any dog or cat that is at least two (2)~~
11 ~~months of age but not older than four (4) months of age.~~

12 ~~(r)~~ (y) *Kennel ~~shall~~ shall* mean any place of business at which dogs ~~and/or~~ cats
13 are kept for sale, breeding, boarding, treatment, or grooming purposes as allowed by
14 the applicable zoning regulations ~~of Broward County~~. "Kennel" shall not include any
15 humane society, animal protection agency, veterinarian clinic, or hobby breeder ~~as~~
16 ~~defined herein.~~

17 ~~(s)~~ (z) *Officer* shall mean any law enforcement officer as defined in
18 ~~s~~Section 943.10, Florida Statutes, or any animal care ~~officer~~ specialist.

19 ~~(t)~~ (aa) *Owner* shall mean any natural person, firm, association, or corporation
20 ~~who~~ that owns, keeps, or harbors ~~or controls~~ an animal, and For purposes of this
21 chapter, the knowledge and acts of agents and employees of ~~corporations~~ business
22 entities in regard to animals transported, owned, employed by, or in the custody of a
23 ~~corporation~~ business entity shall be ~~held~~ deemed to be the knowledge and act of such
24

1 ~~corporation~~ business entity. If the owner is a minor as defined by statute, the minor's
2 parent(s) or legal guardian(s) shall be deemed the owner for purposes of this chapter.

3 (bb) Proper enclosure of a dangerous dog shall mean that, while on the
4 owner's property, a dangerous dog is securely confined indoors or in a securely
5 enclosed and locked pen or structure, suitable to prevent the entry of young children
6 and adequately designed to prevent the animal from escaping. Such pen or structure
7 shall have secure sides and a secure top to prevent the dog from escaping over, under,
8 or through the structure, shall provide access to clean water and food, and shall also
9 provide protection from the elements.

10 ~~(u)~~ (cc) Rabies vaccination shall mean the vaccination of a dog, cat or other
11 domestic animal, or ferret with an antirabies vaccine approved by the United States
12 Department of Agriculture and the Compendium of Rabies Control developed by the
13 National Association of State Public Health Veterinarians or other organization as
14 authorized pursuant to the Florida Statutes and administered by a veterinarian.

15 (dd) Rescue Partnership, Animal Rescue Group, or Rescue Group means a
16 group of persons who possess a current, valid Broward County Rescue Partner
17 agreement, hold themselves out as an animal rescue group, accept or solicit dogs, cats,
18 or other animals with the intent of finding permanent adoptive homes or providing
19 lifelong care for such dogs, cats, or other animals, and who use foster homes as the
20 primary means of housing animals; or a group of persons formed for the prevention of
21 cruelty to animals.

22 ~~(v)~~ (ee) Service Animal shall mean any guide dog, signal dog, or other animal
23 individually and specifically trained to provide assistance to an individual with a disability
24 an animal individually trained to do work or perform tasks for the benefit of an individual

1 with a disability (as defined in the Americans with Disabilities Act of 1990, 42 U.S.C.
2 Section 12102), including without limitation, guiding individuals with impaired vision,
3 alerting individuals with impaired hearing to intruders or sounds, providing minimal
4 protection or rescue work, pulling a wheelchair, or fetching dropped items. Additionally,
5 "service animal" shall mean an animal used for medical reasons, including without
6 limitation, cancer, diabetes, and seizure detection, and any animal used for emotional
7 support pursuant to a doctor's prescription.

8 ~~(w)~~ (ff) *Severe injury* shall mean any physical injury to a human being or domestic
9 animal that results in broken bones, multiple bites, or disfiguring lacerations requiring
10 sutures or reconstructive surgery, or as further defined in Section 767.11, Florida
11 Statutes, ~~as may be amended from time to time.~~

12 (gg) *Stray* shall mean any dog or cat that is found to be at large, whether lost
13 by its owner or otherwise, or that is on the common areas of apartments,
14 condominiums, trailer parks, or other multi-residential premises, that does not have an
15 identification tag, and for which there is no identifiable owner.

16 ~~(x)~~ (hh) *Unprovoked* shall mean that the victim, who has been conducting himself
17 or herself peacefully and lawfully, has been bitten or chased in a menacing fashion or
18 attacked by a dog or cat.

19 ~~(y)~~ (ii) *Veterinarian* shall mean a veterinarian duly licensed and regulated by the
20 State of Florida in accordance with Chapter 474, Florida Statutes.

21 ~~(z)~~ (ij) *Wild animal* shall mean any nonhuman primate, raccoon, skunk, fox,
22 ~~ferret~~, poisonous snake, leopard, panther, tiger, lion, lynx, or any other animal so
23 classified by the Florida Game and Fresh Water Fish Commission.

1 (aa) ~~Aggressive Dog means any dog that, according to the records of the~~
2 ~~Division, has killed a domestic animal while unprovoked and off the owner's property.~~

3 (bb) ~~Division shall mean the Broward County Permitting, Licensing, and~~
4 ~~Consumer Protection Division, Animal Care and Regulation Section.~~

5 (cc) ~~Proper enclosure of a dangerous dog means while on the owner's~~
6 ~~property, a dangerous dog is securely confined indoors or in a securely enclosed and~~
7 ~~locked pen or structure, suitable to prevent the entry of young children and designed to~~
8 ~~prevent the animal from escaping. Such pen or structure shall have secure sides and a~~
9 ~~secure top to prevent the dog from escaping over, under, or through the structure and~~
10 ~~shall also provide protection from the elements.~~

11 (kk) Wildlife trapper or nuisance trapper shall mean an individual or business
12 charging a fee and acting as an agent for a property owner, legal occupant, or
13 local jurisdiction or agency to take nuisance animals, including feral cats and wildlife, for
14 the purpose of controlling or preventing property damage, preventing a threat to public
15 safety, alleviating nuisance problems, or resolving public health risk concerns.

16 **Sec. 4-3. Dogs at large prohibited.**

17 (a) It shall be a violation of this section for any person to permit any dog to be
18 at large as defined herein.

19 (b) No dog shall be allowed to stray, run, or go at large upon any public
20 property or street, sidewalk, park, or on the private property of another without the
21 consent of the property owner.

22 (c) Any dog that is on private property without the consent of the property
23 owner or resident may be captured in a humane trap or otherwise humanely confined.
24 A person capturing an at-large dog will be responsible for the humane care of the dog

1 until the captured dog is turned over to the Division, or other humane organization, or
2 licensed wildlife trapper. A person shall not entice a dog to become at large for the
3 purpose of trapping or apprehending when that dog would otherwise not be at large.

4 (d) Any person confining or leashing a dog must do so in a manner that is not
5 injurious to the dog's health.

6 (e) In order for a dog to be allowed on a public street, road, park, or other
7 public property, unless otherwise specifically permitted, the dog shall be under the direct
8 control of the owner or keeper, except while hunting, pursuant to a permit or during an
9 obedience demonstration, show, trial, training exercise, competition, show, ~~and/or~~
10 match, or an educational program, ~~so long as if~~ sufficient precautions are taken by the
11 owner of the dog, ~~and/or~~ sponsor of the event to ensure the safety and protection of
12 both the public and other animals.

13 (f) The owner of ~~A~~any dog at large that has attacked or bitten any person or
14 domestic animal in an unprovoked attack shall be in violation of this section.

15 (g) "At Large" shall not include dogs actually working livestock, guarding
16 livestock, or ~~dogs~~ being trained to work livestock.

17 (h) ~~Any dog found by an officer to be at large may be seized and impounded~~
18 ~~and, as an alternative or in addition to impoundment, the officer finding said dog at large~~
19 ~~shall issue a citation as provided in section 4-28.~~ An officer shall issue a citation for any
20 dog found by the officer to be at large as provided in Section 4-28. Additionally, the
21 officer may seize and impound the at-large dog.

22 **Sec. 4-4. Nuisance dogs and cats.**

23 (a) ~~Any person wishing to capture and remove a nuisance dog or cat from his~~
24

1 ~~or her property may obtain a live animal trap from the division. The division is~~
2 ~~authorized to charge a refundable trap deposit for use of such trap and a trap usage fee~~
3 ~~as established by the board of county commissioners for each day the trap is used.~~

4 (b) Any animal dog or cat found to be a nuisance pursuant to Section 4-8, and
5 removed to ~~the division~~ a designated County animal shelter facility, shall be impounded
6 in accordance with ~~s~~Section 4-5.

7 **Sec. 4-5. Impoundment.**

8 (a) ~~When a dog or cat is impounded, it shall be held for a period of at least~~
9 ~~seventy-two (72) hours during which period the owner shall be notified, if possible.~~
10 ~~Reasonable diligence shall be exercised by the division in ascertaining the ownership of~~
11 ~~said animal. The Division may impound and keep a dog or cat at a place maintained or~~
12 designated for that purpose whenever:

13 (1) The dog or cat is a stray or has been found at large in any manner in
14 violation of Section 4-3;

15 (2) The dog's or cat's owner has voluntarily surrendered ownership of the
16 animal to the Division;

17 (3) The dog or cat has been abandoned. A dog or cat shall be deemed
18 abandoned if it has been placed in the custody of a licensed veterinarian
19 or kennel and it has not been redeemed after a period of more than ten
20 (10) days after written notice is given to the owner or the owner's agent at
21 the last known address. Any such dog or cat may be turned over to the
22 Division for disposition in any lawful manner at the discretion of the
23 Director or designee, as provided in Section 705.19, Florida Statutes.
24

1 Abandonment shall constitute the relinquishment of all rights and claims
2 by the owner to such dog or cat;

3 (4) An animal care specialist finds that the dog or cat is or will be without
4 proper care because the owner is unable to care for the dog or cat due to
5 injury, illness, incarceration, or other involuntary absence; or

6 (5) The Division receives the dog or cat from a law enforcement agency.

7 ~~(b) Any dog or cat which is wearing a license tag, or traceable identification,~~
8 ~~and which is impounded shall be held for a period of at least one hundred twenty (120)~~
9 ~~hours, excluding legal holidays. The division shall make a reasonable effort to notify the~~
10 ~~owner of an impounded licensed dog or cat, and that the animal may be picked up~~
11 ~~during normal business hours at the division. The final responsibility for locating an~~
12 ~~impounded animal shall be that of the owner. Prior to disposing of any dog or cat, the~~
13 ~~Division shall make reasonable efforts to identify and notify the owner of the dog or cat.~~
14 The owner may redeem the dog or cat upon payment of the redemption fees provided
15 for by resolution of the Commission. Missing dogs or cats may be reported to the
16 Division on forms prescribed for that purpose by the Director. A dog or cat voluntarily
17 surrendered by its owner to the Division, however, shall become the immediate property
18 of the Division and may be immediately disposed of pursuant to this section.

19 (c) *Confinement period.* Dogs or cats impounded pursuant to this section and
20 not claimed by the owner of the dog or cat shall be held and not disposed of by the
21 Division for a period of at least seventy-two (72) hours after impoundment and prior to
22 disposition, except as provided herein:

1 (1) The confinement period before disposition shall be at least one hundred
2 twenty (120) hours for any dog or cat that is wearing a rabies registration
3 tag or other traceable identification.

4 (2) The confinement period before disposition shall be at least one hundred
5 twenty (120) hours for dogs or cats impounded because the owner is
6 unable to care for the animal due to injury, illness, incarceration, or other
7 involuntary absence, and for dogs or cats received from a law
8 enforcement agency.

9 (3) The confinement period before disposition for dogs and cats less than four
10 (4) months of age shall be twenty-four (24) hours to enable the dog or cat
11 to be placed at either a foster home or an appropriate facility to protect the
12 health of the dog or cat.

13 (4) Dogs and cats that have been abandoned while in the custody of a
14 licensed veterinarian or kennel and that have been turned over to the
15 Division after the ten (10) day notice period required by Section 705.19,
16 Florida Statutes, shall not be subject to any confinement period.

17 ~~(e)~~ (5) In the event that the ~~County Administrator~~ Mayor declares a State of
18 Emergency in Broward County, the ~~d~~Director, taking into account the
19 number of animals in the custody of the ~~d~~Division at that time, may
20 increase or decrease the holding periods contained in this section as
21 circumstances may require.

22 (d) Dogs or cats impounded by the Division shall be released to their owner
23 upon presentation of proof of ownership and after proper vaccination, licensing, and
24 payment of impounding fees and redemption charges established by resolution of the

1 Commission. An owner's agent may redeem an animal upon presentation of the
2 foregoing information as well as proof of agency.

3 (1) For purposes of this section, proof of ownership may include: information
4 registered with the Division; information contained on a microchip
5 implanted in the animal and registered with the Division or the applicable
6 national microchip registry; pictures of the animal; and evidence provided
7 by a licensed veterinarian who has treated the animal.

8 (2) Additional fees or redemption charges established by resolution of the
9 Commission shall be assessed upon the release of the dog or cat if the
10 impounded dog or cat is not either spayed or neutered or if, within a
11 twelve (12) month period, an owner has redeemed more than one (1)
12 animal or the same animal on more than one (1) occasion.

13 (e) Those dogs or cats not redeemed by an owner within the confinement
14 periods described in (c) above may, at the discretion of the Director or designee, be put
15 up for adoption, released to approved animal rescue organizations, humanely
16 ethanized, or disposed of in such other humane manner as the Director or designee
17 shall deem appropriate. It is provided, however, that such animals may not be released
18 to any medical school, college, university, person, firm, association, corporation, or
19 individual for experimentation or vivisection purposes, or to any person, firm,
20 association, corporation, or individual providing, selling, or supplying animals to any
21 medical school, college, university, person, firm, association, corporation, or individual
22 for experimentation or vivisection purposes.

1 (f) Nothing contained in this section shall restrict the ability of an officer to
2 take custody of a neglected or mistreated animal as provided in Section 828.073,
3 Florida Statutes.

4 **Sec. 4-6. Confinement during heat. Care of dogs and cats; manner of keeping.**

5 ~~Any unspayed female dog or cat in heat (estrus) shall be confined during such~~
6 ~~period of time in a house, building or secure enclosure. Such enclosure shall be~~
7 ~~constructed so that no other dog or cat may gain access to the confined animal, except~~
8 ~~for intentional breeding purposes.~~

9 (a) It shall be unlawful for any person keeping a dog or cat to fail to provide:

10 (1) Clean, sanitary, safe, and humane conditions;

11 (2) Sufficient quantities of appropriate food daily;

12 (3) Proper air ventilation and circulation;

13 (4) Adequate quantities of visible, clean, and fresh water available at all times;

14 and

15 (5) Medical attention or necessary veterinary care when the dog or cat is sick,
16 diseased, or injured. Upon request of the Division, written proof of
17 medical attention or veterinary care must be provided.

18 (b) Any unspayed female dog or cat in heat (estrus) shall be confined during
19 such period of time in a house, building, or secure enclosure. Such enclosure shall be
20 constructed so that no other dog or cat may gain access to the confined animal, except
21 for intentional breeding purposes.

22 (c) Dogs or cats with a known history of fighting should not be confined
23 together or be allowed to be accessible to each other.

1 (d) It shall be unlawful for any person keeping a dog or cat to fail to provide
2 shelter for that animal. Outdoor shelter for dogs and cats must be of sound construction
3 and provide adequate protection from rain, wind, sun, and all elements at all times. The
4 following elements shall be provided as essential components of shelter:

5 (1) When the outdoor temperature falls below forty-five (45) degrees
6 Fahrenheit, all cats and those dogs that cannot tolerate such temperatures
7 without stress or undue discomfort (i.e., short-haired breeds, sick, aged,
8 young, or infirm) must be protected from the cold and heat by being
9 moved indoors or provided adequate heating to maintain the air
10 temperature above forty-five (45) degrees Fahrenheit. When the outdoor
11 temperature rises above eighty-five (85) degrees Fahrenheit, all dogs and
12 cats must be provided air conditioning, a fan, or another cooling source to
13 maintain the temperature in the shelter at or below eighty-five (85)
14 degrees Fahrenheit.

15 (2) Clean and dry bedding material.

16 (3) Sufficient space for each dog or cat to comfortably stand up, sit down, lie
17 down, and turn around in the shelter, without touching the top or sides of
18 the shelter. If the shelter is used for more than one (1) dog or cat at the
19 same time, it must provide enough space for both animals to comfortably
20 stand up, sit down, lie down, and turn around simultaneously.

21 (4) A solid weatherproof roof, a solid sanitary floor, and adequate ventilation.

22 (5) All areas where dogs and cats are kept must be cleaned and the fecal
23 matter disposed of in a sealed trash receptacle so as not to attract insects
24 or rodents, become unsightly, or cause objectionable odor.

1 (e) Any dog weighing twenty (20) pounds or less that is maintained outdoors
2 for all or part of the day in a fenced yard or other type of enclosure shall be provided a
3 minimum of one hundred (100) square feet of open space. Any dog weighing more
4 than twenty (20) pounds that is maintained outdoors for all or part of the day in a fenced
5 yard or other type of enclosure shall be provided a minimum of two hundred (200)
6 square feet of open space. An additional forty (40) square feet shall be required for
7 each additional dog kept in the same enclosed area. The enclosed area shall be large
8 enough to provide each dog sufficient shelter within the required open space. Any
9 enclosed area where a dog is confined shall be kept free of objects that may injure the
10 dog. Dogs shall not be maintained outdoors during periods of extreme weather
11 including, but not limited to, hurricanes, tropical storms, and tornados.

12 (f) Dogs shall be given appropriate daily exercise.

13 (g) Hoarding of dogs or cats is not permitted and shall be deemed cruelty to
14 animals pursuant to Section 4-17.

15 **Sec. 4-7. Adoption, rescue, and redemption of animals dogs and cats.**

16 (a) ~~All animals~~ Dogs and cats which have been impounded and are not
17 suffering from or suspected to have an infectious or contagious disease, ~~or~~ which have
18 not been injured to such an extent that it would cause, in the opinion of the County
19 veterinarian, unjustifiable pain or suffering, and which have not demonstrated extreme
20 aggression against humans or other animals, shall be held for redemption ~~for a~~
21 ~~minimum of seventy-two (72) hours for untagged animals, and one hundred twenty~~
22 ~~(120) hours for tagged animals, excluding legal holidays.~~ for the time period specified in
23 Section 4-5. Those dogs and cats not claimed within the time limit specified in
24 Section 4-5 become property of the County and may be placed for adoption or rescue or

1 may be disposed of in a humane manner. The ~~director or his or her designated~~
2 ~~representative~~ Division shall attempt to contact the owner of any animal dog or cat
3 impounded and wearing an ~~current~~ identification tag or other traceable identification
4 before humane disposition of the animal dog or cat. ~~These animals not claimed within~~
5 ~~the time limit specified become property of the county and may be placed for adoption~~
6 ~~or may be disposed of in a humane manner.~~

7 (b) ~~Animals~~ Dogs and cats that have been impounded shall be released to
8 their owners upon presentation of proof of ownership and upon payment of fees,
9 including a reclaim fee, rabies vaccination ~~and/or licensing~~ registration fee, and
10 boarding fees, if applicable. Said fees shall be established by resolution of the ~~board of~~
11 ~~county c~~Commissioners.

12 (c) ~~All d~~Dogs and cats placed for adoption or rescue shall be vaccinated,
13 ~~licensed~~ registered by Broward County, and sterilized before custody is relinquished ~~or~~
14 ~~the adopter may enter into a written agreement that sterilization will be performed within~~
15 ~~thirty (30) calendar days of the date of adoption.~~

16 ~~(1) Sterilization of the animal must be performed within thirty (30) calendar~~
17 ~~days of the date of the adoption, or prior to sexual maturity, unless such~~
18 ~~sterilization is not advisable during these time limits, as evidenced in~~
19 ~~writing by a veterinarian.~~

20 ~~(2) Written evidence by the veterinarian performing the sterilization must be~~
21 ~~presented to the division within thirty (30) calendar days from the date of~~
22 ~~sterilization or written proof of any disposition of the animal prior to~~
23 ~~sterilization must be presented to the division within thirty (30) calendar~~
24 ~~days of such disposition.~~

1 ~~Transfer of ownership shall not be effected until sterilization has occurred. If these~~
2 ~~requirements are not complied with within the time specified, the division shall have the~~
3 ~~right to reclaim the animal.~~

4 (d) Any individual interested in adopting an ~~animal whose animal history card~~
5 ~~is not stamped ADOPTABLE~~ dog or cat which is still impounded for the required
6 confinement period may indicate his or her interest in ~~adopting the animal~~ by completing
7 an adoption application and paying an non-refundable adoption fee deposit in the
8 amount set by resolution. The prospective adopter must have his or her adoption
9 application approved by staff prior to paying the ~~non-refundable~~ adoption fee deposit.

10 (1) In the event the eCounty veterinarian or designee determines that the
11 ~~animal~~ dog or cat is not adoptable, the adoption fee deposit will be
12 returned to the prospective adopter.

13 (2) In the event the eCounty veterinarian or designee determines that the
14 ~~animal~~ dog or cat is adoptable and the prospective adopter adopts the
15 ~~animal~~ dog or cat, the adoption fee deposit ~~will~~ shall be deducted from the
16 adoption fee.

17 (3) In the event the eCounty veterinarian or designee determines that the
18 ~~animal~~ dog or cat is adoptable and the prospective adopter does not adopt
19 the ~~animal~~ dog or cat, the dDivision shall ~~keep~~ retain the adoption fee
20 deposit.

21 **Sec. 4-8. Permitting ~~animal~~ dogs or cats to commit a nuisance.**

22 (a) It shall be a violation of this section and it shall be deemed to be a
23 nuisance for any person who owns or harbors any ~~animal~~ dog or cat to permit said
24 animal to defecate upon:

- (1) The sidewalk of any public street; or
- (2) Any public park or beach, or school ground, other than in areas designated for that purpose; or
- (3) Any private property not belonging to the owner of the ~~animal~~ dog or cat, unless said person makes an immediate effort to remove any feces deposited by the said animal dog or cat; or
- (4) Any swale or street right-of-way serving to convey storm water to a canal, lake, or other receiving water; unless said person makes an immediate effort to remove any feces deposited by the ~~animal~~ dog or cat.
- ~~(b) The actions of an animal constitute a nuisance when an animal disturbs the rights of, threatens the safety of, or harms a member of the general public, or damages the property of others.~~
- ~~(c)~~ It shall be unlawful for any person to own, keep, possess, or maintain an ~~animal~~ dog or cat in such a manner so as to constitute a ~~public~~ nuisance. The actions of a dog or cat constitute a nuisance when the dog or cat disturbs the rights of, threatens the safety of, or harms a member of the general public, or damages the property of others. Additionally, By way of example and not of limitation, the following acts or actions by an owner or possessor of an ~~animal~~ dog or cat are hereby declared to be a ~~public~~ nuisance:
- (1) Allowing or permitting any ~~animal~~ dog or cat to habitually bark, whine, howl, ~~crow, cackle~~ scream, or meow, or to make other loud and continual noise, resulting in a serious annoyance or interference to neighboring residents ~~shall be deemed to be committing an act in violation of this section.~~

- (2) Allowing or permitting an ~~animal~~ dog or cat to continually damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers, spraying with urine, or damaging gardens, ~~flowers~~ landscaping, or other ~~plant material~~ personal property.
- (3) Maintaining an ~~animal~~ dog or cat with a medical condition that could lead to a widespread epidemic that would ultimately be dangerous to the public health, unless the ~~animal~~ dog or cat is kept in a manner that minimizes the public health threat and is undergoing treatment for the disease in accordance with locally accepted veterinary standards.
- (4) Maintaining an ~~animal or animals~~ dog or cat in an environment of unsanitary conditions which results in offensive odors or is dangerous to the ~~animal~~ dog or cat or to the public health, welfare, or safety.

Sec. 4-9. Unwanted animals dogs or cats.

Owners of an unwanted animals dog or cat may bring such ~~animals dog or cat~~ to ~~the division~~ a designated County animal shelter facility and, ~~at no cost to the owner, with~~ proof of ownership and payment of the appropriate fee, if applicable, as established by resolution, release the ~~animal~~ dog or cat to the ~~d~~Division. The fee will be charged to any owner that is surrendering an unwanted dog or cat and is not a resident of Broward. At the discretion of the Division, Ssaid animals dog or cat will may be made available for adoption or euthanasia humanely euthanized in accordance with Chapter 828, F.S Florida Statutes at the discretion of the division.

Sec. 4-10. Rabies vaccination required for dogs, and cats, and ferrets.

(a) Any person who owns a dog, or cat, or ferret in Broward County shall have such animal vaccinated against rabies by four (4) months of age with a twelve (12)

1 month vaccine approved by the United States Department of Agriculture and the
2 Compendium of Rabies Control developed by the National Association of State Public
3 Health Veterinarians, or approved by another organization as authorized pursuant to
4 Florida Statutes.

5 (b) The owner ~~or keeper~~ of every dog, or cat, or ferret shall revaccinate said
6 animal within twelve (12) months after the initial vaccination. Thereafter, revaccination
7 shall occur every twelve (12) months or every three (3) years based on the type of
8 vaccine previously administered. Veterinarians shall recognize vaccinations for their
9 duration of immunity as indicated by the manufacturer's guidelines.

10 (c) Evidence of a rabies vaccination shall consist of a fully completed ~~County~~
11 rabies vaccination certificate in conformance with Florida Statutes signed by the
12 veterinarian administering the vaccine. One (1) copy of the certificate shall be retained
13 by the veterinarian for at least one (1) year after the vaccination expires, and the other
14 copies shall be distributed to the owner and to the ~~Animal Care and Regulation~~ Division.

15 (d) Vaccination is excused where a licensed veterinarian certifies in writing
16 that a vaccination would be injurious to the animal's health. However, such animal shall
17 be vaccinated against rabies as soon as its health permits, and said dog, cat, or ferret
18 shall wear a license registration tag as required ~~in this chapter~~ [see by sSection 4-11].

19 (e) The cost of a rabies vaccination required by this section shall be the
20 responsibility of the person owning the animal dog, cat, or ferret.

21 **Sec. 4-11. Licensing Registration of dogs and cats.**

22 (a) Any person who owns or keeps in Broward County a dog or cat ~~two (2)~~
23 four (4) months of age or older shall have such dog or cat ~~licensed~~ registered by and in
24 Broward County and shall obtain and keep a current rabies registration tag. The Animal

Care and Regulation Division shall provide suitable adult and juvenile dog and cat licenses rabies registration tags for sale through authorized representatives or through the Division. Adult and juvenile licenses may be obtained from the Animal Care and Regulation Division or an authorized representative. No person shall be issued a juvenile license for any animal over four (4) months of age. A separate license rabies registration tag shall be issued for each dog or cat, and a license rabies registration tag issued for one (1) dog or one (1) cat is not valid for any other dog or cat.

(1) A license for a juvenile animal shall consist of a juvenile tag for the juvenile animal's collar or harness. Every person or entity that obtains a juvenile dog or cat license as required by this section shall have the dog or cat vaccinated against rabies by the age of four (4) months.

(2) A license rabies registration tag for an adult animal dog or cat shall consist of a tag for the animal's collar or harness. The Director shall design an appropriate rabies registration tag, and shall issue the tag to authorized representatives.

(b) Any nonresident who brings a dog or cat ~~two (2)~~ four (4) months of age or older into Broward County with the intent to reside within the eCounty permanently, or temporarily for a period of at least three (3) months, shall have such dog or cat licensed registered by and in Broward County within thirty (30) days ~~of~~ after arrival.

(c) The license rabies registration tag required by this section shall be renewed annually by the person owning the dog or cat, provided by paying the applicable fee, and by providing documentation that said dog or cat has a current rabies vaccination or is exempt from such vaccination under the terms of this chapter.

(d) The juvenile license required by this section shall expire ~~twelve (12)~~ months from the date the owner obtains a rabies vaccination provided the animal

1 receives the rabies vaccination by the time it is four (4) months old. Failure to obtain a
2 rabies vaccination by four (4) months of age shall void the juvenile license. In such
3 cases the owner must obtain an adult license. After the initial twelve (12) month period,
4 all owners of dogs and cats with a juvenile license must comply with the adult license
5 requirements. A pet owner who fails to purchase an adult license upon expiration of the
6 juvenile license is subject to citation for violation of Section 4-11. A late renewal penalty
7 as set by resolution shall be imposed if the adult license is not purchased within thirty
8 (30) calendar days of the expiration of the juvenile license.

9 (e) The director shall design the rabies certificate and license, and shall issue
10 these to licensed veterinarians and authorized representatives.

11 (f) (d) The board of county cCommissioners shall establish by resolution the fees
12 to be charged for licensing rabies registration tags. This may include discount fees for
13 sterilized dogs and/or cats. Any Ssuch discount shall be allowed only upon
14 presentation of a certificate of sterilization signed by a veterinarian licensed in any state
15 or other documentation of the dog's or cat's inability to reproduce, ~~signed by a~~
16 ~~veterinarian licensed in any state~~, or upon presentation of proof of prior issuance of a
17 license registration for the dog or cat at a similarly discounted fee. Dogs and cats that
18 are sterilized and vaccinated in connection with special County programs to encourage
19 spaying and neutering may also be eligible for a discount registration fee. The Division
20 shall provide free licenses rabies registration tags to all individuals with disabilities for
21 animals that the Division has recognized as official service animals. The ~~Division~~
22 Director shall establish the guidelines for approving and denying free licenses or
23 discounted rabies registration tags.

1 ~~(g)~~ (e) In the event a ~~license~~ rabies registration tag distributed under the
2 provisions of this section is lost, stolen, or destroyed, a replacement ~~license tag~~ shall be
3 distributed by the ~~d~~Director or ~~his or her~~ designee upon presentation of the
4 corresponding rabies certificate and payment of the appropriate fee.

5 ~~(h)~~ (f) The Broward County ~~adult or juvenile license~~ rabies registration tag
6 required by this section shall be worn by the dog or cat at all times, subject to the
7 exceptions in this subsection. It shall be a violation of this chapter for any person to
8 remove the ~~license tag~~ of any ~~licensed~~ registered dog or cat within Broward County
9 except:

- 10 (1) When the dog or cat is participating in an organized exhibition, field trial,
11 or competition, or is in training for these events, or is engaged in a legal
12 sport under supervision of its owner, or is undergoing grooming; or
- 13 (2) When the dog or cat is confined in a licensed kennel, grooming facility, or
14 a veterinary hospital, in which case the ~~license~~ rabies registration tag
15 number shall be recorded and readily identifiable with the dog or cat to
16 which it belongs. If the animal is not ~~licensed~~ registered, the facility shall
17 clearly indicate such on its records; or
- 18 (3) When a licensed veterinarian orders in writing that the ~~license~~ rabies
19 registration tag, collar, or harness be removed for the dog's or cat's health,
20 in which case the dog or cat shall be confined in a building, kennel, or
21 secure enclosure until the veterinarian permits the collar, harness, or
22 ~~license~~ registration tag to be placed on the dog or cat.

1 classify the dog as dangerous. If the Division determines that there is
2 sufficient cause, the Division shall provide written notification of its initial
3 determination to the owner by ~~registered mail~~, certified mail, return receipt
4 requested; hand delivery (~~signed receipt~~), by an officer evidenced by an
5 affidavit of delivery; or service in conformance with the provisions of
6 Chapter 48, Florida Statutes, ~~as amended~~, relating to service of process.

7 (3) *Availability of Hearing to Challenge the Initial Determination.* The written
8 notification referenced in ~~paragraph~~ Subsection (2) above shall inform the
9 owner that, notwithstanding any other provisions of this ~~C~~hapter, if the
10 owner wishes to challenge the initial determination, the owner must file a
11 request for a hearing with the Division within seven (7) calendar days after
12 the owner receives notice of the Division's initial determination.

13 (4) *Effect of Not Timely Requesting Hearing.* If the owner fails to timely
14 request a hearing pursuant to ~~paragraph~~ Subsection (3) above, the dog
15 shall be classified as dangerous. The Division shall provide written notice
16 of this classification to the owner by ~~registered mail~~, certified mail, return
17 receipt requested; hand delivery (~~signed receipt~~), by an officer evidenced
18 by an affidavit of delivery; or service in conformance with the provisions of
19 Chapter 48, Florida Statutes, ~~as amended~~, relating to service of process.
20 ~~The notice shall inform the owner that he or she may, within ten (10)~~
21 ~~business days after receipt of the notice, file a written request for a~~
22 ~~hearing in the County Court for the Seventeenth Judicial Circuit in and for~~
23 ~~Broward County to appeal the classification.~~

1 (5) *Effect of Timely Requesting Hearing.* If the owner timely requests a
2 hearing pursuant to ~~paragraph~~ Subsection (3) above, the hearing shall be
3 held no sooner than five (5) calendar days after filing of the request and
4 no later than twenty-one (21) calendar days after the filing. The hearing
5 shall be conducted in accordance with Section 4-12.5 below. If the
6 Hearing Officer determines that the dog should be classified as
7 dangerous, the Division shall provide written notice of such classification
8 (along with a copy of the Hearing Officer's decision) to the owner by
9 ~~registered mail, certified mail, return receipt requested;~~ hand delivery
10 ~~(signed receipt),~~ by an officer evidenced by an affidavit of delivery; or
11 service in conformance with the provisions of Chapter 48, Florida Statutes,
12 ~~as amended,~~ relating to service of process. ~~The notice shall inform the~~
13 ~~owner that he or she may, within ten (10) business days after receipt of~~
14 ~~the notice, file a written request for a hearing in the County Court for the~~
15 ~~Seventeenth Judicial Circuit in and for Broward County to appeal the~~
16 ~~classification~~ A decision of a Hearing Officer may be reviewed by Petition
17 for a Writ of Certiorari to the Seventeenth Judicial Circuit within thirty (30)
18 days of the date of rendition of the decision of the Hearing Officer as
19 provided by the Florida Rules of Appellate Procedure.

20 . . .

21 (7) *Timing for Compliance with Dangerous Dog Requirements.* Within
22 fourteen (14) calendar days after a dog has been classified as dangerous
23 under ~~paragraphs~~ Subsections (4) or (5) above, or within fourteen (14)
24 calendar days after such classification has been upheld in any appeal

(dismissal of the appeal shall be deemed to uphold the classification), the owner of the dog must comply with all of the Dangerous Dog Requirements referenced in ~~subpart~~ Subsection (b) below. If the owner has not demonstrated full compliance with those requirements within such fourteen (14) day period, the Division may confiscate and impound the dog and subsequently dispose of the dog in a humane manner at the owner's expense.

(b) *Dangerous Dog Requirements.*

- (1) *Registration and Licensure.* Any person who owns (or keeps, if a person other than the owner) a ~~dangerous~~ dog that has been classified as a dangerous dog within Broward County must register the dog as dangerous with the Division and obtain a dangerous dog license. Any person who brings a dog into Broward County that has been declared dangerous by another jurisdiction, and who intends to reside in Broward County with such dog, shall register the dangerous dog and obtain a dangerous dog license within fourteen (14) calendar days of establishing residency in the ~~e~~County. Failure to timely register or license a dangerous dog will subject an owner to citation for non-compliance of this ordinance. The fees for registration and licenses shall be as established by resolution. Financial penalties as set by resolution shall be imposed if a dangerous dog is not timely registered and licensed. The Division may issue dangerous dog registrations, licenses, and license renewals only to owners at least eighteen (18) years of age.

1 (2) *Conditions Precedent to Registration.* No dangerous dog may be
2 registered with the Division unless and until all of the following
3 requirements have been met:

4 . . .

5 e. The owner shall execute a document consenting to the Division
6 staff entering the ~~exterior of~~ property or any buildings or structures
7 on the owner's property, with or without prior notice, for the sole
8 purpose of conducting inspections to ensure that the dog's owner is
9 meeting his or her responsibilities, as applicable, under
10 Subsection (c) below.

11 f. The owner shall, at the owner's expense, have the dog evaluated
12 by a credentialed animal behavior specialist, provide a copy of the
13 written evaluation to the Division, and agree in writing to comply in
14 full with all recommendations made by the specialist.

15 g. The owner shall be required to sign an agreement provided by the
16 Division to pay the ~~victim's~~ documented, reasonable veterinary
17 expenses and disposal costs, if applicable, of the victim of the
18 attack that resulted in the dog's classification as dangerous. The
19 owner of the dangerous dog shall deliver a check, payable to the
20 victim, or other form of payment acceptable to the Division within
21 fifteen (15) days after being provided with the documented,
22 reasonable veterinary expenses and disposal costs.

23 (c) *Responsibilities of Owners of Dangerous Dogs ~~Owners~~.* The owner (or
24 keeper, if other than the owner) of a dangerous dog shall:

1 (1) Renew the dangerous dog license annually. Failure to renew the
2 dangerous dog license within thirty (30) calendar days after the expiration
3 of the previous license shall result in the assessment of a late renewal
4 penalty as set by resolution, and will subject the owner to citation for
5 non-compliance with this Chapter. In the event a current dangerous dog
6 license is lost, destroyed, misplaced, or otherwise missing, the owner
7 must obtain a replacement dangerous dog license at the fee set by
8 resolution.

9 (2) Ensure that the dog, while on the owner's property, is securely confined
10 indoors, or securely confined in a proper enclosure of a dangerous dog as
11 defined in Subsection 4-12(a)(6) above. At any time that a dangerous dog
12 is not so confined, the dog shall be muzzled and restrained in such a
13 manner as to prevent it from biting or injuring any person or animal, and
14 kept on a substantial chain or leash by a person able to exercise control
15 over the dog. The muzzle must be made in a manner that will not cause
16 injury to the dog or interfere with its vision or respiration but will prevent it
17 from biting any person or animal. However, the foregoing requirements of
18 this ~~paragraph~~ subsection do not apply:

19 a. When the dog is in attendance at and participating in any dog
20 show, contest, or exhibition not prohibited under Section 828.122,
21 Florida Statutes, ~~as amended~~, and that is sponsored by a dog club,
22 association, society, or similar organization.

23 . . .

1 (3) Notify the Division immediately if the dangerous dog becomes loose,
2 unconfined, attacks, or bites a human being or another animal, dies, is
3 sold, or is given away. In the event of the dog's death, the owner shall
4 provide to the Division satisfactory evidence (as determined by the
5 Division) of the dog's death. If the dangerous dog is sold or given away,
6 the owner shall provide to the Division the name, address, and telephone
7 number of the new owner of the dangerous dog. The new owner shall, if
8 located in Broward County, within fourteen (14) calendar days after
9 receiving the dog, execute a new document to be supplied by the Division,
10 acknowledging that he or she is aware of the dangerous dog classification,
11 and agreeing that the new owner shall comply with all of the requirements
12 of this ~~C~~chapter.

13 . . .

14 (6) Have the dangerous dog ~~destroyed~~ disposed of in a humane manner at
15 ~~his or her~~ the owner's sole expense by the Division or a licensed
16 veterinarian if the owner is unable or unwilling to comply with all applicable
17 requirements and mandates contained in this ~~C~~chapter.

18 (7) Be and remain in full compliance with all recommendations made by the
19 animal behavior specialist referenced above in Subsection 4-12(b)(2)~~e~~ f.

20 (8) Meet the obligation under any agreement executed as referenced in
21 Subsection 4-12(b)(2)~~e~~ g.

22 (d) The Division shall have the authority to make whatever reasonable
23 inspections are deemed necessary to ensure that the provisions of this ~~C~~chapter are
24 complied with. The Division may impound a dangerous dog if the owner fails to comply

1 in full with the dangerous dog ~~mandates and responsibilities~~ cited requirements
2 provided herein. A dangerous dog impounded ~~on that basis~~ for the owner's failure to
3 comply may be redeemed by the owner upon the owner's demonstration of full
4 compliance ~~therewith~~ and payment of any boarding fees, impound fees, and other
5 applicable fees established by resolution. If the owner does not comply with the
6 dangerous dog ~~mandates and responsibilities~~ requirements and redeem the dangerous
7 dog within fourteen (14) days of the date the dog was impounded pursuant to the terms
8 of this ~~paragraph subsection~~, the dog shall be ~~destroyed~~ disposed of in an expeditious
9 and humane manner ~~or the Division, at its sole discretion, may release the dog to an~~
10 ~~animal rescue or animal welfare agency.~~

11 (e) The owner of a dangerous dog may surrender the dangerous dog to the
12 Division if the owner is unable or unwilling to comply with the requirements of this
13 ~~C~~chapter.

14 (f) The sections of Tthis Cchapter related to dangerous dogs shall not apply
15 to dogs owned and used by a law enforcement agency.

16 (g) *Violations of Dangerous Dog Requirements or Responsibilities of Owners*
17 *of Dangerous Dogs Owners*. Each failure to comply with a dangerous dog requirement
18 or responsibility of a dangerous dog owner contained in this ~~C~~chapter shall constitute a
19 noncriminal infraction, punishable by a fine of five hundred dollars (\$500) payable to the
20 ~~Division~~ County. The owner may contest the fine and citation as provided in
21 Section 4-28.

22 (h) *Impoundment, Confiscation, and ~~Destruction~~ Disposing of Dangerous*
23 *Dogs.*

- 1 (1) In the event that any ~~officer~~ animal care specialist ~~of the Division~~ has
2 sufficient cause to believe that a dog is dangerous and that the owner is
3 unable or unwilling to securely confine the animal, the ~~Division officer~~
4 animal care specialist may, if deemed by such ~~officer~~ animal care
5 specialist to be necessary to protect the public, impound the dog pending
6 completion of any investigation, hearing, or appeal. An owner's refusal to
7 surrender a dog for such impoundment shall constitute a violation of this
8 Chapter.
- 9 (2) If a dog that has previously been classified as dangerous attacks or bites
10 a person or a domestic animal without provocation, the Division shall
11 immediately confiscate and impound the dog, ~~and after~~ The Division shall
12 provide ten (10) days' written notice to the owner and to allow the owner to
13 request a hearing under Section 4-12.5. If the owner has not requested a
14 hearing prior to the expiration of ten (10) ~~business~~ days from the date the
15 owner receives the notice, the Division is authorized to destroy dispose of
16 such dangerous dog in an expeditious and humane manner. ~~This ten (10)~~
17 ~~day time period shall allow the owner to request a hearing under Section~~
18 ~~4-12.5.~~
- 19 (3) If a dog attacks and causes severe injury to or death of any human, the
20 dog shall be immediately confiscated by the Division, placed in quarantine,
21 if necessary, for the proper length of time, or otherwise impounded, and
22 held, ~~for ten (10) business days after the owner is given written notice,~~
23 ~~and thereafter destroyed in an expeditious and humane manner. This ten~~
24 ~~(10) day time period shall allow the owner to request a hearing under~~

1 ~~Section 4-12.5.~~ The Division shall provide ten (10) days' written notice to
2 the owner to allow the owner to request a hearing under Section 4-12.5. If
3 the owner has not requested a hearing prior to the expiration of ten (10)
4 business days from the date the owner receives the notice, the Division is
5 authorized to dispose of such dangerous dog in an expeditious and
6 humane manner.

7 (4) For any period of impoundment or quarantine referenced in ~~paragraphs~~
8 Subsections (1), (2), or (3) above, or referenced elsewhere in this
9 ~~Chapter~~, the owner shall be responsible for payment of all boarding costs
10 and other fees associated therewith.

11 (5) Notice under this Section ~~(h)~~ shall be effected by ~~registered mail, certified~~
12 mail, return receipt requested; hand delivery ~~(signed receipt)~~; by an officer
13 evidenced by an affidavit of delivery; or service in conformance with the
14 provisions of Chapter 48, Florida Statutes, ~~as amended~~, relating to service
15 of process.

16 (6) If the owner requests a hearing or files an appeal under ~~paragraph~~
17 Subsections (2) or (3) above, the dog must be held by the Division, at the
18 owner's expense, and may not be ~~destroyed~~ disposed of while the hearing
19 or appeal is pending. The dog may be relocated to and held, at the
20 owner's sole expense, at a licensed boarding facility or veterinary clinic, if
21 necessary, at the sole discretion of the Director.

22 (i) If any owner or keeper of a dangerous dog is a minor, the parent or
23 guardian of such minor shall be responsible for complying with the provisions of this
24 ~~Chapter~~.

1 **Sec. 4-12.5. Hearings.**

2 (a) *Hearing Officer.* There is hereby created for the purposes of this Chapter
3 the position of Hearing Officer. For purposes of all proceedings related to dangerous
4 dogs, each Hearing Officer shall be a member in good standing of ~~the~~ The Florida Bar.

5 (b) *Burden of Proof.* The Division shall bear the burden of establishing that a
6 dog is dangerous by a ~~preponderance of~~ clear and convincing evidence. The owner
7 shall bear the burden of establishing any factual or legal defense to the classification of
8 dangerousness by a preponderance of evidence.

9 (c) *Hearing Procedures.*

10 (1) These procedures govern hearings before Hearing Officers as provided in
11 this Chapter. Such hearings shall provide an opportunity for the owner to
12 be heard. All hearings shall be conducted in accordance with the Florida
13 Rules of Civil Procedure and the Florida Evidence Code, except as
14 otherwise stated herein. However, the hearing shall be conducted in an
15 informal manner to the extent practicable. Each party shall be afforded
16 the following rights:

- 17 a. To be accompanied, represented, and advised by counsel;
18 b. To offer the testimony of witnesses and examine opposing
19 witnesses on relevant matters; and
20 c. To present his or her case by oral or documentary evidence.

21 . . .

22 (f) *Written Determinations of the Hearing Officer.*

23 (1) After conducting a hearing, the Hearing Officer shall issue a determination
24 within twenty (20) calendar days of the hearing.

1 (2) All determinations of the Hearing Officer shall be in writing, signed, and
2 dated by the Hearing Officer, shall contain findings of fact and conclusions
3 of law, and shall be served upon the owner by ~~registered mail~~, certified
4 mail, return receipt requested; hand delivery (~~signed receipt~~), by an officer
5 evidenced by an affidavit of delivery; or service in conformance with the
6 provisions of Chapter 48, Florida Statutes, ~~as amended~~, relating to service
7 of process.

8 (g) *Obligation to Pay Hearing Officer's Fee; Deposit.*

9 (1) The non-prevailing party shall be responsible for paying the Hearing
10 Officer's fee in full.

11 (2) When filing a written request for a hearing, the owner shall provide a
12 deposit in the amount established by resolution as security for payment of
13 the Hearing Officer's fee. If the owner prevails in the hearing, the deposit
14 shall be returned in full. If the owner does not prevail, and the Hearing
15 Officer's fee exceeds the deposit, the owner shall pay the difference within
16 ten (10) days after written demand is made by the Division. If the owner
17 does not prevail, and the deposit exceeds the Hearing Officer's fee, the
18 Division shall return the excess deposit to the owner within ten (10) days
19 after ~~paying the Hearing Officer's fee~~ the date of the hearing.

20 (3) Notwithstanding ~~paragraphs~~ Subsections (1) and (2) immediately above, if
21 the ~~appealing dog owner~~ appellant submits documentation to the Division
22 demonstrating that the owner meets the applicable federal low income
23 guidelines, the Division shall not require the ~~appealing dog owner~~

1 appellant to pay a deposit or the Hearing Officer's fee in connection with
2 the hearing.

3 . . .

4 **Sec. 4-13. Guard dogs.**

5 (a) For purposes of this section, the following terms shall have the meanings
6 indicated:

7 . . .

8 (4) *Registration:* The process of presenting a guard dog to ~~Animal Care and~~
9 ~~Regulation~~ the Division is for purposes of ~~licensing~~ registering and
10 documenting the existence of the guard dog in Broward County.

11 (b) No guard dog service or individual shall own or keep a guard dog without
12 registering the guard dog with the ~~d~~Division and obtaining a guard dog ~~license~~
13 registration tag. A late registration penalty as set by resolution shall be imposed if the
14 guard dog is not registered within the time period specified in ~~s~~Subsection (c) below.
15 The procedures and requirements for registering the guard dog are as follows:

16 (1) Prior to required registration, the owner of the guard dog service or the
17 owner of the guard dog shall have the dog inoculated with ~~an~~ antirabies
18 vaccine by a licensed veterinarian.

19 (2) The guard dog service or owner of the guard dog shall complete a guard
20 dog registration form for each guard dog and pay a one-time guard dog
21 registration fee as set by resolution for each guard dog being registered.

22 (3) The owner of the guard dog service or the owner of the guard dog shall, at
23 ~~his or her own~~ the owner's expense, have the guard dog implanted with a
24 ~~d~~Division-approved electronic animal identification device (microchip) and

1 provide the ~~Animal Care and Regulation~~ Division with the microchip
2 manufacturer and number. The owner of the guard dog service or the
3 owner of the guard dog may obtain the microchip for each guard dog
4 registered from the ~~Animal Care and Regulation~~ Division at the fee set by
5 resolution. The microchip number will become the guard dog registration
6 number.

7 (4) A guard ~~license~~ dog registration tag shall be obtained at the fee set by
8 resolution. The guard dog ~~license~~ registration tag must be renewed
9 annually. Failure to renew the guard dog ~~license~~ registration tag within
10 thirty (30) calendar days from the expiration of the previous tag will result
11 in the assessment of a late renewal penalty as set by resolution and will
12 subject the owner of the guard dog service or owner of the guard dog to
13 citation for non-compliance of this ~~e~~Ordinance. In the event a current
14 guard dog ~~license~~ registration tag is lost, destroyed, ~~or~~ misplaced, or
15 otherwise missing, a replacement guard dog ~~license~~ registration tag must
16 be obtained at the fee set by resolution for replacement guard dog ~~license~~
17 registration tags.

18 ~~(5) The owner of the guard dog service or the owner of the guard dog shall~~
19 ~~comply with sections 4-10 and 4-11 of this chapter, to the extent such~~
20 ~~sections do not conflict with this section. A guard dog is not required to~~
21 ~~wear an adult license tag in addition to the guard dog license tag.~~

22 (5) Registration information shall include the following for each dog:

- 23 a. Name, address, and telephone number of the owner and manager;
24 b. The breed, sex, weight, age, and color(s) of the guard dog;

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underscoring type are additions.

- 1 c. A color photograph of the guard dog;
- 2 d. Other distinguishing physical features of the guard dog;
- 3 e. Proof of ownership (i.e., bill of sale, receipt, or notarized affidavit)
- 4 including the name and address of the person from whom the dog
- 5 was obtained;
- 6 f. A notarized affidavit signed by the previous owner acknowledging
- 7 that the dog will be used as a guard dog. This requirement shall be
- 8 waived if the dog has been previously registered to the guard dog
- 9 owner for more than one (1) year in the county; and
- 10 g. A current certification from a veterinarian who is licensed in Florida
- 11 stating that the guard dog has been examined and is healthy and
- 12 physically fit to perform service as a guard dog. The owner shall
- 13 obtain the certification form from the Division and shall provide it to
- 14 the examining veterinarian for completion.
- 15 (6) At least every six (6) months, each guard dog shall be examined by a
- 16 veterinarian who is licensed in Florida to determine whether the dog is
- 17 healthy and physically fit to perform service as a guard dog. The owner
- 18 shall obtain the certification form from the Division, shall provide it to the
- 19 examining veterinarian for completion and, upon completion, shall provide
- 20 it to the Division.
- 21 (7) No dog shall be used as a guard dog unless and until the dog has been
- 22 registered with the Division.
- 23 (8) No dog shall be registered or used as a guard dog if a veterinarian deems
- 24 that the dog is physically unfit to perform service as a guard dog.

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 underscored type are additions.

1 (9) No dog shall be used as a guard dog while it is pregnant or lactating.

2 (10) If any dog is used as a guard dog prior to being registered, a double
3 registration fee shall be imposed to register the guard dog.

4 (c) Guard dogs newly acquired by guard dog services shall be registered with
5 the Division and either be vaccinated for rabies or the owner shall have submitted proof
6 of vaccination to the Division ~~and registered with the division~~ no later than seventy-two
7 (72) hours after acquisition.

8 (d) The owner of the guard dog service or the owner of a guard dog shall
9 comply with ~~s~~Sections 4-10 and 4-11 of this chapter, to the extent such sections do not
10 conflict with this section. The guard dog ~~does not need~~ is not required to wear an ~~adult~~
11 ~~license~~ rabies registration tag in addition to the guard dog ~~license~~ registration tag.

12 (e) The ~~d~~Director shall maintain records of all guard dogs registered with the
13 ~~d~~Division. Immediately upon transfer of ownership, death, or disappearance of a guard
14 dog, each guard dog service or owner shall notify the ~~director~~ Division. Upon receipt of
15 the information, the appropriate entry shall be made to the guard dog registration
16 record. If the guard dog has disappeared, an entry should be made to reflect the locale
17 and ~~reason of~~ the circumstances resulting in such disappearance.

18 (f) An ~~officer~~ animal care specialist shall at any reasonable time,
19 unannounced, upon presentation of proper credentials, have the right to enter and
20 inspect all kennels housing guard dogs and other nonresidential premises where such
21 dogs are in use, being trained, or kept. All records for each guard dog, including
22 vaccination, veterinary, and medical treatment records, and all records concerning the
23 training, sale, or use of a guard dog, shall be accessible for determination of compliance
24

1 with this section. Refusal to allow inspection of a guard dog, premises, or records shall
2 be a violation of this chapter.

3 (1) Guard dog services shall require any customer that procures the use of a
4 guard dog to sign an agreement authorizing officers of the Division to
5 perform unannounced inspections of any guard dog and premises where
6 the guard dog is being used as a guard dog.

7 (2) Guard dog services shall maintain records identifying the name, address,
8 and telephone number of each customer procuring the use of a guard dog
9 and the physical location of each guard dog (with registration number), if
10 different than the customer's address.

11 (3) On a bi-weekly basis, guard dog services shall provide the Division with
12 complete records identifying the name, address, and telephone number of
13 every customer procuring the use of a guard dog and the physical location
14 of every guard dog (with registration tag number).

15 (4) Guard dog services and guard dog owners shall immediately notify the
16 Division in writing when a guard dog is temporarily or permanently
17 removed from service due to sickness, injury, a medical condition, or
18 death.

19 (5) Guard dog services and guard dog owners shall maintain records of the
20 acquisition, transfer of ownership, death, or disappearance of a guard dog.

21 (6) The records required to be maintained herein shall be maintained for a
22 period of at least two (2) years from the date of creation, and shall be
23 provided to the Division upon request, unless otherwise provided herein.
24

1 (g) It shall be unlawful for any person, firm, or corporation to own or harbor
2 any guard dog in the eCounty that has not been inoculated, registered, ~~licensed~~ and
3 implanted with an electronic animal identification device as provided by this section.

4 (h) *Transportation of guard dogs.*

5 (1) The vehicle of every guard dog service or owner transporting any guard
6 dog must be clearly marked, showing that it is transporting a ~~dangerous~~
7 registered guard dog. A compartment separate from the driver is required
8 which shall be arranged to ensure adequate ventilation for the ~~animal~~ dog.

9 (2) No guard dog shall be transported in the trunk of a car or in an unenclosed
10 portion of a vehicle, including, but not limited to convertibles, pickups
11 trucks, open-bed trucks, or flat-bed trucks. However, a guard dog may be
12 transported in an unenclosed portion of a vehicle if the animal is securely
13 confined within a cage. The cage must be securely anchored to the
14 vehicle in order to prevent its ~~jostling~~ movement about ~~within~~ the vehicle.

15 (i) *Use of guard dogs.*

16 (1) Each business which hires or uses a guard dog shall provide adequate
17 fencing or some other confining structure to keep the guard dog within the
18 guarded area. The business owner or person responsible for managing
19 each business that hires or uses a guard dog is responsible for each
20 guard dog ~~under his or her control~~ hired or used. The guard dog shall
21 wear a current guard dog ~~license~~ registration tag with proof of rabies
22 inoculation available for inspection by the Division and shall be implanted
23 with an electronic animal identification device as required by this section.

24 . . .

1 (5) Guard dogs shall be given a humane existence, and shall at all times be
2 maintained in accordance with the requirements of Section 4.6. Guard
3 dogs that are confined in a cage shall have at least one-half (1/2) hour of
4 exercise within each ~~twelve (12)~~ eight (8) hours of confinement. It shall be
5 unlawful for any person, owner, or manager keeping a guard dog to fail to
6 provide, clean, sanitary, safe, and humane conditions; sufficient quantities
7 of wholesome food daily; adequate quantities of visible, clean, and fresh
8 water available at all times; proper air ventilation and circulation; if located
9 outside, full protection and shelter from the elements; and medical
10 attention and necessary veterinary care when it is sick, diseased, or
11 injured.

12 . . .

13 (7) Any person who uses the service of a guard dog shall be responsible to
14 assure that the guard dog is provided a humane existence in accordance
15 with Section 4-6, and shall immediately contact the Division to report any
16 guard dog that is sick, diseased, lame, or injured.

17 (8) The Division shall impound any guard dog owned by a person that is cited
18 and found to be in violation of Section 4-6, or 4-13(i)(5) herein. The guard
19 dog may be redeemed in accordance with Section 4.5, upon submittal of
20 evidence satisfactory to the Division, that the cause of the violation has
21 been remedied. The guard dog shall only be released after a satisfactory
22 review of the living conditions of the guard dog by an animal care
23 specialist.

- 1 (9) Each person or business that rents or uses a guard dog to patrol the
2 premises after that business's operating hours shall provide adequate
3 fencing, or some other confining structure, to keep the guard dog within
4 the premises.
- 5 (i) Guard dog permits required for operators of guard dog services and
6 owners of guard dogs.
- 7 (1) Any person seeking to operate a guard dog service or who owns a dog
8 being used to defend, patrol, or protect property or life at any
9 nonresidential establishment in Broward County shall obtain a guard dog
10 permit.
- 11 (2) A guard dog permit is valid for a period of twelve (12) months after the
12 date of issuance and must be renewed annually. Renewal applications for
13 permits shall be made at least thirty (30) days prior to expiration.
- 14 (3) A guard dog permit is not transferable, assignable, or refundable.
- 15 (4) The guard dog permit fee shall be established by the Commission by
16 resolution.
- 17 (5) Any person holding a guard dog permit who keeps, on commercial
18 premises, any guard dog that is not registered as a guard dog, or who has
19 been found in violation of Section 4-13, shall forfeit the guard dog permit,
20 and shall not conduct business as a guard dog service until such time that
21 the person holding the guard dog permit is in full compliance with Section
22 4-13.
- 23 (k) Obtaining a guard dog permit.
- 24

- 1 (1) A person seeking a guard dog permit shall apply to the Division on a form
2 approved by the Division.
- 3 (2) The permit application shall include but is not limited to the following
4 information:
- 5 a. The name, address, and telephone number of the applicant and a
6 description of the location(s) at which guard dogs will be
7 maintained;
- 8 b. A statement as to whether the applicant or any officer or employee
9 of the guard dog service has ever been convicted of an offense
10 involving cruelty to animals or has had a final judgment entered
11 against that person under Section 828.073, Florida Statutes, or any
12 other statute prohibiting animal neglect or mistreatment;
- 13 c. The breed, sex, age, color(s), and guard dog registration tag
14 number (microchip number) of each dog that will be used as a
15 guard dog;
- 16 d. If applicable, a complete list containing the name, address, and
17 telephone number of every customer procuring the use of a guard
18 dog and the physical location of every guard dog (identified by
19 registration tag number), if different than the customer's address;
- 20 e. The name, address, and telephone number of the applicant's
21 veterinarian(s);
- 22 f. The name, address, and telephone number(s) of the person(s)
23 responsible for training and providing food, water, exercise, and
24 care to each guard dog; and

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1 g. If applicable, proof of business tax receipt from the Broward County
2 tax collector.

3 (3) The permit applicant shall complete an application, supply all information
4 requested by the Division, and pay the applicable permit fee established
5 by the Commission by resolution. No application shall be deemed
6 complete and reviewable until the permit fee is paid.

7 (4) Applicants shall meet all minimum compliance specifications within thirty
8 (30) days after filing the permit application. Failure to do so will require a
9 new application to make corrections to meet minimum compliance
10 specifications.

11 (l) *Permit denial, revocation, and suspension.*

12 (1) The Division may deny, revoke, or suspend any permit if it is determined
13 by the Division that:

14 a. There has been a material misstatement or misrepresentation in
15 the permit application or in any information or documents required
16 to be maintained or provided to the Division;

17 b. The applicant or permit holder has been cited for at least two (2)
18 violations of this Chapter within a one-year period, each resulting
19 in the imposition of a fine;

20 c. The applicant or permit holder has failed to pay a fine or to request
21 a hearing in compliance with this Chapter to answer the charges of
22 a citation within thirty (30) days after issuance of the citation;

23 d. The applicant or permit holder, or officer of the guard dog service
24 has been convicted of a violation of law involving cruelty to animals

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 underscoring type are additions.

1 or has had a final judgment entered against him or her pursuant to
2 Section 828.073, Florida Statutes; or

3 e. An animal under the care and responsibility of an applicant or
4 permit holder has been found to be in need of immediate veterinary
5 care that, if not treated, would result in suffering, pain, or death.

6 (2) No permit fee shall be refunded for a permit that is revoked or suspended.
7 For a permit that is denied after review and inspection, the permit fee shall
8 be refunded as provided by the Commission by resolution.

9 (m) Appeal process.

10 (1) Any applicant or permit holder who has been denied a permit or whose
11 permit has been revoked or suspended may appeal the adverse action to
12 a hearing officer by filing a written notice of appeal with the Division within
13 ten (10) days after issuance of the notice of adverse action.

14 (2) The appeal will be heard by a hearing officer within thirty (30) calendar
15 days after the applicant or permit holder has submitted a notice of appeal.
16 The initial hearing on the appeal may be continued by the Division, the
17 hearing officer, or the applicant or permit holder beyond the thirty (30)
18 calendar days for good cause shown.

19 (3) Unless otherwise provided herein, the hearing before the hearing officer
20 shall be governed as provided in Section 4-12.5.

21 (4) The denial, revocation, or suspension of the permit shall be upheld or
22 reversed by the hearing officer.

23 (n) Requirements following notice of adverse action and/or appeal process.
24

1 (1) If the notice of denial, revocation, or suspension of a guard dog permit is
2 not appealed within ten (10) days after the notice of the written decision of
3 the hearing officer is issued, the applicant or permit holder shall
4 immediately cease and desist operation of a guard dog service or use of a
5 guard dog for the purpose of defending, patrolling, or protecting property
6 or life at any nonresidential establishment in Broward County.

7 (2) Any person whose permit has been revoked may not reapply for a period
8 of one (1) year.

9 (3) Each reapplication for a permit shall be accompanied by a fee to be
10 established by the Commission by resolution.

11 (4) Any person with a guilty adjudication of animal cruelty within the past five
12 (5) years may not hold a permit to operate a guard dog service in the
13 County.

14 **Sec. 4-14. Reporting bites from animals dogs, cats, or ferrets.**

15 Any person who has been bitten or has knowledge of or treats any person bitten
16 by any ~~animal~~ dog, cat, or ferret shall report the incident to the ~~State~~ Florida Department
17 of ~~Environmental Health and/or to the Animal Care and Regulation Division~~ within
18 twelve (12) hours of the earlier of the occurrence of, or learning of, the incident. ~~Birds~~
19 ~~and reptiles are not considered to be transmitters of the rabies virus, and therefore bites~~
20 ~~from these animals are excluded from the reporting requirements of this section.~~

21 (a) Owners of ~~animals~~ dogs, cats, or ferrets which have been reported to
22 have bitten any person shall be charged an animal bite investigation fee as set by
23 resolution when ~~a~~ Division staff investigates an animal bite by telephone or by review of
24 correspondence or records to determine the vaccination status and quarantine

1 requirements for the animal and it has been proven by a ~~preponderance of the~~ clear and
2 convincing evidence that the ~~animal~~ dog, cat, or ferret has bitten any person. Such fee
3 shall not be assessed in those instances where the owner and the victim are the same,
4 or are within the immediate family, or are living in the same household, and the ~~animal~~
5 dog, cat, or ferret has a current rabies vaccination. ~~The director of the Animal Care and~~
6 ~~Regulation Division or its designee will review all bite cases where the bite has not been~~
7 ~~clearly determined before a fee is charged.~~

8 (b) Owners of ~~animals~~ dogs, cats, or ferrets which have been reported to
9 have bitten any person shall be charged a field investigation fee in the amount set by
10 resolution when ~~a~~ Division staff is not able to obtain all necessary information pursuant
11 to ~~s~~ Subsection (a) above and an animal care ~~officer~~ specialist is dispatched to ~~do~~
12 conduct a field investigation. If the animal care ~~officer~~ specialist is required to make a
13 visit to the victim of the animal bite to verify the ~~dog, or cat, or ferret~~ bite or wound and
14 obtain copies of all medical treatment provided by a hospital or doctor treating the bite
15 victim, an additional field investigation fee will be charged as set by resolution. ~~The~~
16 ~~director of the Animal Care and Regulation Division or its designee will review all bite~~
17 ~~cases where the bite has not been clearly determined before a fee is charged.~~

18 (c) If a quarantine is required at a quarantine facility and the owner of the dog,
19 cat, or ferret has failed to submit the dog, cat, or ferret to the facility after a period of
20 twenty-four (24) hours after notice of a quarantine requirement at a quarantine facility,
21 the Division shall have the right to pick up the dog, cat, or ferret and transport said
22 animal to the quarantine facility. ~~The~~ Owners of animals ~~which have been reported to~~
23 ~~have bitten any person and who are required to have such animal quarantined at an~~
24 ~~approved quarantine facility~~ shall be charged a transportation fee in the amount set by

1 resolution when the ~~Animal Care and Regulation~~ Division transports the animal dog, cat,
2 or ferret after the owner has failed to transport said animal to a quarantine facility within
3 twenty-four (24) hours after notification of said requirement.

4 (d) At the end of each quarantine period for rabies observation, owners of
5 animals a dog, cat, or ferret which ~~have~~ has been reported to have bitten any person
6 are required to call ~~Animal Care and Regulation~~ the Division to verify that the animal
7 dog, cat, or ferret reported to have bitten any person is alive and healthy to assure that
8 it is free of a rabies infection. A quarantine release fee in the amount set by resolution
9 shall be charged when the owner fails to call and ~~Animal Care and Regulation~~ the
10 Division was unsuccessful in reaching the owner by telephone within forty-eight (48)
11 hours following the expiration of the quarantine period, thereby requiring the dispatch of
12 an ~~officer~~ animal care specialist to observe the animal dog, cat, or ferret.

13 (e) An invoice reflecting the fees imposed pursuant to this ~~e~~Ordinance shall
14 be sent to the owner of the animal dog, cat, or ferret. Payment shall be made by the
15 owner within thirty (30) calendar days of the date of said invoice. Any person who fails
16 to pay the invoice is subject to a civil action by Broward County to collect the fees.

17 **Sec. 4-14.5. Animal Dog and cat bites with injuries.**

18 (a) The owner or keeper of Any animal dog or cat that inflicts severe injuries
19 as defined in Section 4-2 or attacks ~~and/or~~ kills a domestic animal as described in
20 Section 4-2 ~~and that animal(s) owner or keeper~~ shall be subject to the provisions of
21 Section 4-14 above. If the ~~Animal Care and Regulation~~ Division concludes, following an
22 animal bite investigation, that the animal dog or cat inflicted severe injuries while
23 unprovoked, the owner or keeper shall, at all times that the animal dog or cat is not
24 securely confined indoors or confined in an enclosure:

(1) Muzzle the ~~animal~~ dog or cat in such a manner as to prevent it from biting or injuring any person or other animal; and

(2) Keep the ~~animal~~ dog or cat on a leash with the owner or keeper in attendance.

(b) Failure to comply with the requirements above shall constitute a violation of this section. Any person cited for an infraction for bites and/or unmuzzled ~~animals~~ dog(s) or cat(s) shall ~~pay~~ be assessed the civil penalty or penalties in the amount set by resolution.

Sec. 4-15. Bite cases without injuries; ~~S~~suspected rabies cases.

Whenever the ~~State~~ Florida Department of ~~Environmental~~ Health and/or the ~~Animal Care and Regulation~~ Division is informed that any ~~dog, or cat, or ferret~~ dog, or cat, or ferret has bitten any person or is suspected of having or showing suspicious symptoms of rabies, the ~~State~~ Florida Department of ~~Environmental~~ Health shall ~~require~~ requires that said ~~dog, or cat, or ferret~~ dog, or cat, or ferret be captured and confined for observation at the owner's expense for a period of ten (10) calendar days from the date of the bite. The procedure and place of confinement and observation shall be pursuant to rules and regulations promulgated by the ~~State~~ Florida Department of ~~Environmental~~ Health and/or the ~~Animal Care and Regulation~~ Division. Home confinement of a ~~dog, or cat, or ferret~~ dog, or cat, or ferret required to be confined for observation shall be allowed upon approval of the ~~State~~ Florida Department of ~~Environmental~~ Health and/or the ~~Animal Care and Regulation~~ Division.

It shall be a violation of this section for any person to remove from any place of confinement any ~~dog, or cat, or ferret~~ dog, or cat, or ferret which has been confined pursuant to the requirements of this section without the consent of the ~~State~~ Florida Department of ~~Environmental~~ Health and/or the ~~Broward County Animal Care and Regulation~~ Division.

1 If a rabies alert exists in Broward County as announced by the ~~State~~ Florida
2 Department of ~~Environmental~~ Health, the ~~d~~Division shall have the authority to conduct
3 emergency rabies clinics to protect the public.

4 **Sec. 4-16. Surrender of animals for quarantine.**

5 The owner of any dog, ~~or cat,~~ or ferret that has been reported to have inflicted a
6 bite on any person, or that has been reported as being suspected or of having or
7 showing the symptoms of rabies, shall, on demand, produce the dog, ~~or cat,~~ or ferret for
8 confinement or observation as prescribed in this chapter. Refusal to surrender said
9 dog, ~~or cat,~~ or ferret shall be deemed a violation of this section.

10 The owner of any other animal that has been reported to have inflicted a bite on
11 any person and that is considered to be capable of transmitting rabies shall produce
12 such animal for testing as required by the ~~State~~ Florida Department of ~~Environmental~~
13 Health or the ~~Animal Care and Regulation~~ Division.

14 **Sec. 4-17. Cruelty to animals.**

15 Any person who beats, cruelly ill-treats, torments, overloads, overworks, fails to
16 provide sanitary living conditions, starves, fails to provide reasonable medical care for
17 illness or injury, tethers a dog in violation of Section 4-8.5, hoards animals, or otherwise
18 abuses an animal or intentionally causes such animal to be mutilated or inhumanely
19 killed, or causes the same to be done, or otherwise treats an animal in a cruel or
20 inhumane manner, shall be deemed to be in violation of this section.

21 . . .

22 **Sec. 4-19. Abandonment of animals.**

23 It shall be deemed a violation of this section for any person to willfully abandon
24 any animal for a period in excess of twenty-four (24) hours without providing adequate

1 fresh food, clean water, proper shelter, and protection from the weather and elements,
2 including rain and direct sun, and necessary veterinary care for the animal. Animals
3 locked unattended in a vacant house, trailer, or other similar structure or stored
4 unattended in a boarding facility in excess of twenty-four (24) hours shall be considered
5 abandoned.

6 . . .

7 **Sec. 4-23. Harboring of stray animals.**

8 It shall be a violation of this section for any person to harbor any stray animal
9 unless he or she has notified the ~~d~~Division within ~~forty-eight (48)~~ twenty-four (24) hours
10 of becoming aware of the presence of the stray animal. Upon receiving such
11 notification, the ~~d~~Division may take such animal and place it in the animal shelter.
12 Refusal to surrender any such stray animal upon request of the ~~d~~Division shall be
13 deemed an additional violation of this section.

14 Animal rescue organizations, veterinarians, or law enforcement agencies that
15 receive stray animals are required to notify the Division within twenty-four (24) hours of
16 the possession of the stray animals to enable the Division to distribute the information
17 to the public.

18 **Sec. 4-24. ~~Animals~~ Dogs and cats in state of pain and suffering.**

19 (a) In the event any untagged ~~animal,~~ non-registered dog or cat shall be
20 found in a state of pain and suffering that cannot be alleviated or managed in the
21 opinion of the County veterinarian, or becomes so during confinement, the ~~d~~Division is
22 authorized to dispose of such ~~animal~~ dog or cat in a humane manner without complying
23 with the seventy-two (72) hour waiting period set forth in ~~s~~Section 4-5 of this chapter.

1 (b) Notwithstanding Section 4-5 of this chapter, ~~in the event any tagged~~
2 ~~animal~~ registered dog or cat shall be found in a state of pain and suffering that cannot
3 be alleviated or managed in the opinion of the County veterinarian, or becomes so
4 during confinement, the ~~d~~Division is authorized to dispose of such ~~animal~~ dog or cat in a
5 humane manner after a ~~waiting period of twenty-four (24) hours and a~~ reasonable and
6 diligent effort to contact the owner.

7 **Sec. 4-25. Interference with officer prohibited.**

8 Any person who hinders, obstructs, or otherwise interferes with an officer while
9 discharging his or her duties under this chapter, or who takes or attempts to take any
10 ~~animal~~ dog or cat from any officer or from any vehicle used by the officer to transport
11 any ~~animal~~ dog or cat, or who takes or attempts to take any ~~animal~~ dog or cat from the
12 ~~d~~Division without proper authority, or who knowingly interferes with any animal trap set
13 by an officer ~~or persons obtaining said traps from the division~~ shall be deemed in
14 violation of this section.

15 Nothing contained herein shall be construed to authorize an animal care
16 specialist to enter upon private property without consent of the property owner or
17 without a valid warrant where such warrant is required; provided, however, that an
18 animal care specialist or law enforcement officer may take custody of a neglected or
19 mistreated animal as provided in Section 828.073, Florida Statutes.

20 **Sec. 4-26. Ownership of wild animals prohibited.**

21 (a) No person shall own or harbor any wild animal as a pet without the
22 appropriate state permits provided for in § Section ~~372.922~~ 379.3762, F.S. Florida
23 Statutes.

1 (b) Zoological parks, performing animal exhibitions, and circuses which utilize
2 wild animals in their performances or exhibitions shall be exempt from the provisions of
3 this section.

4 **Sec. 4-27. Dogs or cats prohibited in parks and on beaches.**

5 No person owning or having charge, care, custody, or control of any dog or cat
6 shall permit or allow the dog or cat into or upon any public park or beach in the eCounty;
7 however, this section shall not apply to parkways, wayside parks, beach areas, or other
8 park areas in which dogs or cats are specifically authorized, provided said dog or cat
9 has been registered pursuant to Section 4-11 and the owner, or designee, is present
10 with proof of said pet registration.

11 **Sec. 4-28. Enforcement of violations.**

12 (a) Any person cited for a violation of this chapter shall be deemed to be
13 charged with a civil infraction.

14 (b) An ~~animal care officer or law enforcement~~ officer who has probable cause
15 to believe that a person has committed an act in violation of this chapter shall issue a
16 citation for a civil penalty as specified in sSection 4-29 in an amount set by resolution.

17 ~~(c) Any person cited for an infraction under this chapter shall sign and accept~~
18 ~~a citation acknowledging receipt of the citation and indicating a promise to appear in~~
19 ~~county court hearing if such person wishes to contest the charges.~~

20 ~~(d)~~ (c) Any person who wilfully refuses to sign and accept a citation issued by an
21 officer shall be guilty of a misdemeanor of the second degree, punishable as provided
22 by § Sections 775.082 or § 775.083, F.S. Florida Statutes.

23 ~~(e)~~ (d) Any person cited with a violation of this chapter may pay the civil penalty
24 and applicable costs within ten (10) calendar days of the date of receiving the citation.

1 If the person cited pays the civil penalty and applicable costs, ~~he or she~~ said person
2 shall be deemed to have waived ~~his or her~~ said person's right to a trial on the issue of
3 commission of the violation. A person pleading "no contest" neither admits nor denies
4 the charges but waives ~~his or her~~ said person's right to a trial on the issue of whether ~~he~~
5 ~~or she~~ said person committed the alleged violation by paying the civil penalty and
6 applicable costs. A person pleading "no contest" shall not be subject to fines as a
7 repeat or subsequent violator; however, a plea of "no contest" need not be accepted by
8 the County, Court, or the Hearing Officer.

9 ~~(f)~~ (e) In the event an ~~animal~~ dog or cat is impounded for violation of this chapter
10 and the owner of the ~~animal~~ dog or cat abandons or surrenders the ~~animal~~ dog or cat to
11 the ~~d~~Division, the owner remains liable for the civil penalties imposed for violations of
12 this chapter. In the event the ~~animal~~ dog or cat runs away, is lost, is given away, or
13 dies, the owner of the ~~animal~~ dog or cat shall be liable for any civil penalty imposed for
14 violations of this chapter.

15 ~~(g)~~ (f) Any person who fails to pay the civil penalty within the time allowed, or
16 fails to appear in court to contest the citation, shall be deemed to have waived his or her
17 right to contest the citation; and judgment may be entered against the person in the
18 County Court in and for Broward County for an amount not to exceed the maximum civil
19 penalty of five hundred dollars (\$500.00).

20 ~~(h)~~ (g) Any person contesting a citation shall be subject to a processing fee as
21 set by resolution of the ~~Board of County Commissioners~~. Contested citations issued by
22 the Division shall be processed in the Civil Division of the County Court and heard by
23 the Division Hearing Officer.

1 ~~(f)~~ (h) Nothing contained herein shall prohibit the enforcement of this chapter by
2 any other means.

3 (i) A municipality that adopts and enforces additional regulations within the
4 boundaries of such municipality governing the care and control of dogs and cats, other
5 than those regulations provided for in this chapter, shall be responsible for all of the
6 costs of the implementation and enforcement of such additional municipal regulations.

7 **Sec. 4-29. Amount of civil penalties.**

8 (a) Any person cited for an infraction under this chapter shall pay the civil
9 penalty specified for such infraction as set by resolution.

10 ~~(b) Notwithstanding subsection (a) herein, any person cited for an infraction of~~
11 ~~Section 4-17, "Cruelty to Animals," shall pay a civil penalty in the amount set by~~
12 ~~resolution.~~

13 ~~(c)~~ (b) If a citation is contested and the court finds by ~~a preponderance of the~~
14 clear and convincing evidence that a violation occurred, the court shall impose a civil
15 penalty of no less than the amount due under ~~s~~Subsection (a) ~~or (b)~~ had the citation
16 been uncontested, and no more than five hundred dollars (\$500.00).

17 ~~(d)~~ (c) In addition to any civil penalties, any person who fails to pay all penalties
18 imposed within the ten (10) calendar day payment period shall pay a delinquency fee as
19 set by resolution.

20 ~~(e)~~ (d) Any person who fails to come into compliance with any section of this
21 chapter for which he or she is in violation within the ten (10) calendar day payment
22 period shall be subject to citation for second and subsequent offense violations of the
23 same sections of this chapter.

1 ~~(f)~~ (e) Any person upon whom a civil penalty is imposed shall also pay a
2 surcharge in the amount set by resolution upon each civil penalty so imposed.

3 **Sec. 4-30. Animal ~~Care~~ Trust ~~Fund~~ Account.**

4 (a) There is hereby created a Broward County Animal Care Trust Fund
5 Account for the purpose of accepting and disbursing gifts, grants, and awards of money
6 paid to Broward County for the use and benefit of ~~animals~~ dogs and cats in Broward
7 County.

8 (b) The Broward County Animal Care Trust Fund Account shall be self-
9 perpetuating year to year unless specifically terminated by the ~~Board of County~~
10 ~~Commissioners~~.

11 (c) All gifts, grants, and awards of money received hereunder from either
12 public or private donors shall be placed in trust for and enure to the use and benefit of
13 ~~animals~~ dogs and cats in Broward County. Unless Ssaid funds are directed for a
14 specific purpose, the funds shall be expended, utilized, and disbursed only for the use
15 and purpose of providing for the welfare of ~~animals~~ dogs and cats within Broward
16 County, including those expenses approved by the Subcommittee (as defined below),
17 incurred by the Division in providing for the health and welfare of dogs and cats.

18 (d) There is hereby created a Broward County Animal Care Trust Fund
19 Account Subcommittee (the Subcommittee) consisting of six (6) members, five (5) of
20 whom shall be members of the Broward County Animal Care Advisory Committee (the
21 Committee) appointed by the Chair of the Committee. The Director, or designee, shall
22 serve as the sixth (6th) member but shall be a non-voting member. A quorum shall
23 consist of a majority of the voting members of the Subcommittee. The affirmative vote
24 of the majority of the voting members is required for approval of a motion. Members of

1 the Subcommittee shall serve for two (2) year terms and may be reappointed for one (1)
2 additional term. No member shall serve for greater than two (2) consecutive terms.

3 Before incurring an obligation or liability that is anticipated to be paid from the Broward
4 County Animal Care Trust Fund Account, all persons, including authorized members of
5 the ~~Broward County Animal Care Advisory~~ Committee, shall obtain authorization from
6 the Director and assurance that sufficient funds are available to pay such obligation or
7 liability. All expenditures shall otherwise be in accordance with the criteria set forth
8 below and shall be subject to the availability of funds from the trust fund. The
9 expenditure of trust funds shall be subject to the conditions set forth by the donor's
10 specific intent, if any, and the criteria set forth by the eCommittee, which shall include:

11 (1) The trust fund shall provide necessary emergency medical or surgical
12 treatment and care to sick or injured ~~animals~~ dogs and cats in Broward
13 County described in Subsection (1)a or Subsection (1)b, below, who come
14 to the attention of the eCommittee or any member thereof:

15 a. ~~Apparent s~~Stray animals dogs or cats or ~~animals~~ dogs or cats
16 apparently abandoned by their owners.

17 b. ~~Animals~~ Dogs or cats that are apparently owned and are in need of
18 immediate emergency medical or surgical treatment but are not
19 within the custody ~~and control~~ of their owners.

20 (2) In all cases involving the provision of necessary medical or surgical
21 treatment or care to ~~animals~~ dogs or cats described in Subsection (1)a or
22 Subsection (1)b, above, it shall be the policy of the eCommittee that the
23 following procedures be followed:
24

1 4. a. Any member of the ~~e~~Committee is empowered to act immediately
2 on behalf of an afflicted or endangered ~~animal~~ dog or cat in the
3 exercise of sound judgment, independent of any other ~~board~~
4 Committee member and without a consensus of the ~~board~~
5 Committee or notice to any other Committee member.

6 2. b. An ~~animal~~ dog or cat qualifying under Subsections (1)a or (1)b,
7 above, may be taken to any Broward County veterinarian, by a
8 member of the Committee or by Division staff, who shall be
9 instructed to provide such veterinary services as in ~~his or her~~ the
10 veterinarian's sound discretion are necessary to alleviate pain and
11 suffering and to stabilize the ~~animal~~ dog or cat. In such an
12 emergency, up to ~~two~~ five hundred dollars ~~(\$200.00)~~ (\$500.00) may
13 be expended ~~if no committee member can be reached~~.

14 3. c. Such veterinarian shall forward his or her statement to the
15 Subcommittee for reimbursement, describing in detail the condition
16 of the ~~animal~~ dog or cat upon admission to the veterinary facility.
17 Approval for payment of such veterinary statements shall be by a
18 majority of the Subcommittee at a meeting called upon proper
19 notice. Any request for reimbursement for the provision of
20 necessary medical or surgical treatment or care to dogs or cats
21 described in Subsection (1)a or Subsection (1)b, above, arising
22 from a Committee member taking a dog or cat in for veterinary
23 services shall be reimbursed provided the Subcommittee deems
24 the costs for the services reasonable. In the event the

1 Subcommittee deems the costs for the services to be
2 unreasonable, the Subcommittee shall reimburse the veterinary
3 services at an amount the Subcommittee deems reasonable.

4 4. d. No person who finds an ~~animal~~ dog or cat in distress and in need of
5 medical or surgical treatment and who subsequently decides to
6 adopt such ~~animal~~ dog or cat shall be precluded from receiving, on
7 behalf of the ~~animal~~ dog or cat, the benefits of the trust fund simply
8 because the ~~animal~~ dog or cat is adopted by the finder.

9 5. e. Nothing contained herein shall preclude the Subcommittee from
10 carrying out the specific intent of a devise from a donor's intent that
11 even if said amount exceeds the scope of the foregoing criteria.

12 6. f. In keeping with the humanitarian philosophy underlying the creation
13 of the trust fund, the broadest possible application shall be given to
14 the foregoing principles.

15 g. Extraordinary expenses, including costs of radiological services and
16 other services not provided at the Broward County Animal Care
17 facility, that are incurred by the Division in treatment and care of
18 dogs and cats, shall be eligible for reimbursement to the Division
19 upon approval of a majority of the Subcommittee.

20 (2) (3) ~~An animal dog or cat~~ adopted from the ~~Animal Care and Regulation~~
21 Division that develops medical or surgical problems within a period of ~~six~~
22 ~~(6) months~~ thirty (30) days from the date of adoption, the cost of which
23 exceeds the financial resources of the adoptive owner, shall also qualify to
24 receive benefits from the trust fund. If the medical or surgical problems of

1 such an ~~animal~~ dog or cat cannot be dealt with adequately by the ~~Animal~~
2 ~~Care~~ County veterinarian and the owner wishes to keep the ~~animal~~ dog or
3 cat but cannot afford treatment, and where such treatment is not the result
4 of apparent abuse or neglect by the owner, the trust fund ~~will~~ may provide
5 for necessary additional treatment of the ~~animal~~ dog or cat by a Broward
6 County licensed veterinarian on a case-by-case basis and at the discretion
7 of the Director of the ~~Animal Care and Regulation~~ Division. A cap of three
8 hundred fifty dollars (\$350.00) shall be placed on such expenditures,
9 which may be raised if necessary by a majority vote of the Subcommittee.
10 In no event shall any expenditures of ~~the~~ trust funds be guaranteed by any
11 ~~e~~Committee member or made without approval of a majority of the
12 Subcommittee members at a properly ~~scheduled~~ noticed meeting.

13 (3) (4) ~~An animal~~ dog or cat that is sick or injured and is owned by an individual
14 who is financially unable to be fully responsible for the ~~animal's~~ dog's or
15 cat's treatment shall also qualify to receive benefits from the trust fund.
16 Such treatment shall not exceed three hundred fifty dollars (\$350.00),
17 except that the Subcommittee shall have the discretion to raise the ceiling
18 on the expenditures for such treatment when the circumstances of the
19 case warrant increased reasonable expenditure. In the event the Director
20 does not agree with the voting members of the Subcommittee, the Director
21 may present the matter for consideration by the Commission at a properly
22 scheduled meeting.

Any expenditures from the trust fund not covered by the foregoing subsections shall be ~~considered~~ presented for consideration by the Commissioners at any properly scheduled meeting.

(e) All gifts, grants, and awards of money hereunder shall be deposited in the Broward County Animal Care Trust Fund Account, which shall be a separate account established and maintained apart from the general revenue fund and accounts of Broward County.

~~Moneys~~ Monies obtained hereunder may be accepted on behalf of Broward County by the Director ~~of the Animal Care and Regulation Division~~ or such other person or persons as may be designated by resolution of the ~~Board of County Commissioners~~ and upon receipt of said ~~moneys~~ monies shall cause the same to be delivered to the Broward County Records, Taxes, and Treasury Division, which shall cause the same to be deposited into the Broward County Animal Care Trust Fund Account.

Funds deposited or credited to the Broward County Animal Care Trust Fund Account and not expended by the close of any fiscal year shall be carried forward to the next succeeding fiscal year.

Any gifts, grants, and awards received subject to a condition shall be expended strictly in accordance with such condition. Interest accrued on the trust fund balances will be made available for operational usage or special programs as determined by the Director.

~~Two Dollars (\$2.00)~~ Three dollars (\$3.00) from each ~~license~~ registration tag sold for sterilized and unsterilized dogs and cats pursuant to the S.P.O.T. Program shall be deposited into the Animal Care Trust Fund Account, which shall be identified separately and recorded in the accounting records to provide for the sterilization of dogs and cats

1 of pet owners meeting the ~~F~~ederal L~~ow l~~income guidelines. One dollar (\$1.00) from
2 each registration tag sold for sterilized and unsterilized dogs and cats pursuant to the
3 S.P.O.T. Program shall be deposited into the Animal Care Trust Fund Account, which
4 shall be identified separately and recorded in the accounting records to be used by the
5 Division to provide for training, marketing of adoption services, and other expenditures
6 necessary for the care and adoption of dogs and cats. Upon repeal of ~~this the~~ S.P.O.T.
7 Ordinance [Ord. No. 2003-32 and Ord. No. 2008-42] on September 30, 2015, all
8 remaining funds shall be used until exhausted through the sterilization program. The
9 ~~Animal Care and Regulation~~ Division shall administer a program consistent with ~~this~~
10 ~~Ordinance~~ the S.P.O.T. Program.

11 (f) The Animal Care Advisory Committee shall establish an amount to be set
12 by the Subcommittee annually for ~~pet~~ review of requests from dog or cat owners who
13 cannot afford to pay eligible medical or surgical costs pursuant to Subsection 4-30(d)(2)
14 (3) and (4) due to specific situations, including temporary financial distress or unusual
15 circumstances. To be eligible to receive funds, a ~~pet~~ dog or cat owner must prepare a
16 request indicating why ~~he or she~~ the owner cannot afford to pay the fees. All requests
17 indicating that an owner cannot afford to pay the fees must be verified, and the
18 information provided shall be reliable. In addition, the ~~pet~~ dog or cat owner must agree
19 to have ~~his or her pet~~ the dog or cat spayed or neutered to reduce ~~pet~~ dog or cat
20 overpopulation, and have or obtain a current rabies vaccination and a current Broward
21 County ~~License~~ registration tag. Any exemptions from these criteria must be made by
22 the Subcommittee. The amount payable from the trust fund may be amended by the
23 Subcommittee subject to the availability of funding.

1 (g) The Animal Care Advisory Committee, through its Subcommittee, shall
2 administer the Animal Care ~~and Regulation~~ Trust Fund Account in accordance with this
3 section.

4 (h) No trust fund ~~moneys~~ monies, with the exception of accrued interest as
5 provided in Subsection (e) above, shall be disbursed from the Broward County Animal
6 Care Trust Fund Account unless such expenditures have been authorized by a majority
7 of the Subcommittee members present during a vote.

8 **Sec. 4-31. Rules, regulations, and fees.**

9 (a) The ~~e~~County ~~a~~Administrator may promulgate and establish such rules and
10 regulations as may be necessary to give effect to the intent and purpose of this chapter.

11 (b) Any rules and regulations established hereunder shall be included in the
12 Broward County Administrative Code.

13 (c) The ~~e~~County may impose such fees necessary to the implementation and
14 administration of this chapter as are approved by resolution of the ~~board of county~~
15 ~~e~~Commissioners.

16 **Sec. 4-32. ~~Animals~~ Dogs and cats in vehicles.**

17 (a) No person shall leave ~~an animal~~ dog or cat in a motor vehicle without
18 adequate ventilation, or in such a manner as to expose the animal to extremes of heat
19 or cold.

20 (b) An officer may remove and impound ~~an animal~~ dog or cat from a vehicle if
21 its safety appears to be in immediate danger from heat or cold or lack of adequate
22 ventilation. The officer is authorized to take all steps reasonably necessary for the
23 removal of such ~~animal~~ dog or cat, including, but not limited to breaking into the vehicle.
24 Neither the officer nor his or her agency shall bear civil liability for damage.

1 (c) No person shall transport any ~~animal~~ dog or cat in a motor vehicle unless
2 the ~~animal~~ dog or cat is safely enclosed within the vehicle, or, if travelling in an
3 unenclosed vehicle (including, but not limited to convertibles, ~~pick-up~~ pickup trucks,
4 open-bed trucks, and flat-bed trucks), is confined by a container, cage, or other device
5 that will prevent the ~~animal~~ dog or cat from falling from or jumping from the motor
6 vehicle. Any such container or cage shall be securely anchored to the vehicle in order
7 to prevent its ~~jostling~~ movement about the vehicle.

8 **Sec. 4-33. Impounded unsterilized ~~pets~~ dogs and cats.**

9 (a) An unsterilized ~~pet~~ dog or cat impound fee in an amount set by resolution
10 will be imposed on the owner of every reclaimed impounded, unsterilized dog or cat at
11 the time the unsterilized ~~pet~~ dog or cat is reclaimed from the ~~Animal Care and~~
12 ~~Regulation~~ Division. Payment of the unsterilized ~~pet~~ dog or cat impound fee will be
13 waived if the ~~pet~~ owner has the ~~animal~~ dog or cat sterilized by a licensed veterinarian
14 and presents proof of such sterilization to the ~~d~~Division within thirty (30) calendar days
15 of reclaiming the ~~animal~~ dog or cat.

16 (b) If the ~~pet~~ dog or cat owner does not have the ~~animal~~ dog or cat sterilized,
17 or does not present proof of sterilization, within the thirty (30) calendar day period, the
18 unsterilized ~~pet~~ dog or cat impound fee will become due and payable at that time. If the
19 dog or cat is sterilized and the owner does not present proof of such sterilization to the
20 Division within the thirty (30) calendar days allotted for sterilization, the owner remains
21 liable for the unsterilized dog or cat impound fee. Payment of the unsterilized dog or cat
22 impound fee shall be made by the owner within thirty (30) calendar days of the date the
23 fee becomes due and payable. Any person who fails to pay the unsterilized dog or cat
24 impound fee is subject to a civil action by Broward County to collect the fee. The

1 ~~d~~Division will deposit all such collected unsterilized ~~pet~~ dog or cat impound fees into an
2 ~~special account~~ unsterilized pet reserve fund to be used for targeted spay/neuter
3 programs, to be disbursed at the sole discretion of the Director.

4 (c) ~~If the animal is sterilized and the pet owner does not present proof of such~~
5 ~~sterilization to the division within the thirty (30) calendar days allotted for sterilization,~~
6 ~~the pet owner remains liable for the unsterilized pet impound fee.~~

7 (d) ~~Payment of the unsterilized pet impound fee shall be made by the owner~~
8 ~~within thirty (30) calendar days of the date the fee becomes due and payable. Any~~
9 ~~person who fails to pay the unsterilized pet impound fee is subject to a civil action by~~
10 ~~Broward County to collect the fee.~~

11 (e) Any unsterilized animal dog or cat which is impounded ~~three (3)~~ two (2)
12 times during any consecutive twelve (12) month period will be sterilized by the ~~e~~County
13 veterinarian at the owner's expense at a fee set by resolution. Such sterilizations will be
14 performed based upon the health, age, and general condition of the animal dog or cat.

15 **Sec. 4-34. Animal ~~e~~Care and regulation Adoption ~~v~~Victim ~~t~~Trust ~~f~~Fund account.**

16 (a) There is hereby created a Broward County Animal Care and ~~Regulation~~
17 Adoption Victim Trust Fund for the purpose of accepting and disbursing a portion of
18 animal dog or cat bite fees, gifts, grants, awards of money, and other revenue to pay the
19 full or partial medical expenses of animal dog or cat bite victims.

20 (b) The Broward County Animal Care and ~~Regulation~~ Adoption Victim Trust
21 Fund shall be self-perpetuating from year to year unless specifically terminated by the
22 ~~Board of County Commissioners.~~ In the event of termination, the ~~Board of County~~
23 Commissioners shall have sole discretion concerning the distribution of trust assets;
24

1 provided, however, that any trust assets received and accepted subject to a condition
2 shall be utilized and expended strictly in accordance with such condition.

3 (c) All fees, gifts, grants, awards of money, or property, and other revenue
4 received hereunder from either public or private entities shall be deposited in the
5 Broward County Animal Care and Adoption Victim Trust Fund, which shall be separately
6 established and maintained apart from the general revenue funds and accounts of
7 Broward County and held in trust and shall inure to Broward County, its successors, and
8 assigns, and shall be expended, utilized, and disbursed only for the use and benefit of
9 Broward County animal dog or cat bite victims.

10 (d) ~~All fees, gifts, grants, awards of money, and other revenue received~~
11 ~~hereunder shall be deposited in the Broward County Animal Care and Regulation Victim~~
12 ~~Trust Fund, which shall be separately established and maintained apart from the~~
13 ~~general revenue funds and accounts of Broward County.~~

14 (e) Three ~~H~~undred ~~D~~ollars (\$300.00) of every first bite fine paid shall be
15 deposited into the Broward County Animal Care and ~~Regulation~~ Adoption Victim Trust
16 Fund to assist victims of ~~animal~~ dog or cat bites with documented, paid medical
17 expenses.

18 (f) (e) ~~Moneys~~ Monies deposited in and/or credited to the Broward County
19 Animal Care and ~~Regulation~~ Adoption Victim Trust Fund and not expended by the close
20 of any fiscal year shall be carried forward into the ~~next~~ succeeding fiscal year. Any
21 fees, gifts, grants, awards, and other revenue received subject to a condition shall be
22 utilized and expended strictly in accordance with such condition.

23 (g) (f) There is hereby created a Broward County Animal Care and ~~Regulation~~
24 Adoption Victim Trust Fund Committee consisting of four (4) members, three (3) of

1 whom shall be Broward County residents appointed by the County Administrator. The
2 Director of the Broward County Animal Care and Regulation Division shall serve as the
3 fourth (4th) member but shall be a non-voting member. No trust ~~moneys~~ monies shall
4 be disbursed from the Broward County Animal Care and Regulation Adoption Victim
5 Trust Fund unless such expenditures have been authorized by a majority of the Victim
6 Trust Fund Committee. Within its discretion, the Victim Trust Fund Committee shall
7 determine and ascertain the best utilization of trust funds for the benefit of victims.

8 ~~(h)~~ (g) The ~~animal~~ dog or cat owner or keeper cited for an ~~animal~~ dog or cat bite
9 may elect to pay the victim's medical expenses if such expenses are paid within fifteen
10 (15) calendar days of the bite. In the event the violator pays the victim's medical
11 expenses and complies with all applicable provisions of ~~Section 4-14.5~~ Chapter 4 of the
12 Broward County Code of Ordinances, ~~the violator shall pay a fine in the amount of~~
13 ~~\$300.00 less than the amount of the fine provided in Section 36.71(n)(2)~~ the fine to be
14 assessed pursuant to Chapter 40 of the Broward County Administrative Code, ~~as may~~
15 ~~be amended from time to time~~ shall be reduced by three hundred dollars (\$300.00).

16 Section 2. SEVERABILITY.

17 If any portion of this Ordinance is determined by any Court to be invalid, the
18 invalid portion shall be stricken, and such striking shall not affect the validity of the
19 remainder of this Ordinance. If any Court determines that this Ordinance, or any portion
20 hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies),
21 or circumstance(s), such determination shall not affect the applicability hereof to any
22 other individual, group, entity, property, or circumstance.

23 Section 3. INCLUSION IN CODE.
24

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
underscored type are additions.

1 It is the intention of the Board of County Commissioners that the provisions of
2 this Ordinance shall become and be made a part of the Broward County Code; and that
3 the sections of this Ordinance may be renumbered or relettered and the word
4 "ordinance" may be changed to "section," "article," or such other appropriate word or
5 phrase in order to accomplish such intentions.

6 Section 4. EFFECTIVE DATE.

7 This Ordinance shall become effective as provided by law.
8

9 ENACTED February 12, 2013

10 FILED WITH THE DEPARTMENT OF STATE February 19, 2013

11 EFFECTIVE February 19, 2013
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02/13/13
Chapter 4 Animal Care Ord.doc
23 #12-407.00
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Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
underscored type are additions.