Memorandum

MIAMI-DADE COUNTY

Date:	February 1, 2011
To:	Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners
From:	George M. Burgess County Manager Carlos Alvarez Mayor
Subject:	Retroactively Approving an Extension of an Expired Memorandum of Understanding (MOU) and a New Agreement with the South Florida Society for the Prevention of Cruelty to Animals

Agenda Item No. 9(A)(1)

Recommendation

It is recommended that the Board of County Commissioners (BCC) retroactively approve an extension of an expired Memorandum of Understanding (MOU), a new Agreement between Miami-Dade County (County) and the South Florida Society for the Prevention of Cruelty to Animals (SFSPCA), a non-profit organization, in an amount not to exceed $100,000 annually and waiving formal bid procedures of Section 5.03(D) of the Home Rule Charter and Section 2-8.1of the Miami-Dade County Code.

Scope

Pursuant to the Agreement, the SFSPCA would continue to transport, impound and care for large animals that are victims of cruelty and neglect in order to comply with Florida State Statute 828.27 and 588.17-24 which requires such functions from the County. The term of the new Agreement is for one year commencing on October 1, 2010 and ending in September 30, 2011. The Agreement will renew automatically each fiscal year unless terminated by either party for any reason upon at least 30 days written notice. Annual renewal will be subject to the annual budget process.

Fiscal Impact/Funding Source

The amount of $100,000 per year was budgeted and approved by the BCC through the budget ordinance for FY 08/09 through 10/11. Future funding of this Agreement will be subject to the budgetary process and BCC approval. After receiving such invoices and verifying the expenditures, the County will reimburse the SFSPCA for services provided in an amount not to exceed $100,000 per year.

Track Record/Monitor

Pursuant to the MOU, the SFSPCA has been performing these duties and there have not been any issues with compliance. During FY 08/09, approximately 200 animals (goats, cows, sheep, and horses) were cared for by the SFSPCA. Initial records for FY 09-10' are still being reconciled. The Budget and Finance section of the Animal Services Department is responsible for monitoring this Agreement.

Background

As per Florida State Statutes 588.21 and 588.22, the County is responsible for the transport, impound and care of large animals that fall victim of cruelty and neglect. The SFSPCA was

established as a non-profit organization and elected to perform these needed duties. Since then, the County has unofficially partnered with the SFSPCA to handle the transport, impound and care of large animals that fall victim to cruelty and neglect. Since entering into the MOU in September 2008 (see attached), the SFSPCA has cared for hundreds of animals, many of whom could not be released immediately as they were part of long term court cases. Although the SFSPCA was attempting to pay for their care; due to the decrease in donor dollars, they could not continue to perform these services. The County has no land/resources to provide these types of services and thus, reimbursing the SFSPCA for these services has been the most economical way to abide by the Florida State Statute requirements and address a serious Public Safety issue regarding large animals running at large.

The original allocation of $100,000 contained within the original MOU was under the purview of the County Manager. It was the impression of the Animal Services staff that the MOU renewed automatically under the purview of the County Manager. However, it was recently brought to the attention of the Department that the BCC had to approve a subsequent allocation and as such, we are requesting the retroactive approval of the FY 09/10 expenditure and a new agreement under the terms described above.

The SFSPCA is a sole-source entity in the County that has the capabilities, resources and willingness to care for large animals that are seized by the County. Therefore, I am requesting that the BCC waive formal bid procedures of Section 5.03(D) of the Home Rule Charter and Section 2-8.1of the Miami-Dade County Code and considers this recommendation to be in the best interest of the County.

Attachments

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: February 1, 2011

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 9(A)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

✓ **Applicable legislation requires more than a majority vote (i.e., 2/3's ✓, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(1)
2-1-11

RESOLUTION NO. _____

RESOLUTION RATIFYING AN AGREEMENT WITH SOUTH FLORIDA SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SFSPCA) IN THE AMOUNT OF $100,000.00 FOR TRANSPORT, IMPOUNDMENT, AND CARE OF LARGE ANIMALS IN CASES OF CRUELTY OR NEGLECT FOR FY 2009-2010; WAIVING THE COMPETITIVE BID PROCESS; AND AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE AND EXERCISE THE PROVISIONS OF AN AGREEMENT WITH THE SFSPCA IN THE AMOUNT OF $100,000.00 FOR TRANSPORT, IMPOUNDMENT, AND CARE OF LARGE ANIMALS THAT ARE STRAY OR IN CASES OF CRUELTY OR NEGLECT FOR FY 2010-2011

WHEREAS, the County Mayor or County Mayor's designee recommends to this Board to waive formal bid procedures for the purchase of goods and services that cannot be purchased under normal bid procedures; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Finds it in the best interest of Miami-Dade County to waive formal bid procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code by a two-thirds vote of the Board members present.

Section 2. Ratifies, for the period October 1, 2009 to September 30, 2010, an extension of the agreement with the South Florida Society for the Prevention of Cruelty to Animals (SFSPCA) attached hereto as Exhibit A.

Section 3. Authorizes the County Mayor or designee to execute the agreement with SFSPCA, in substantially the form attached hereto, for the period of October 1, 2010 to

September 30, 2011, and to exercise the amendment, modification, renewal, cancellation, and termination provisions therein.

Section 4. Authorizes the County Mayor or designee to execute agreements necessary to effectuate any of the purposes of this Resolution, and to exercise amendment, modification, renewal, cancellation, and termination clauses of said agreements, following their approval by the County Attorney's Office, on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A Martinez, Chairman
Audrey M. Edmonson, Vice Chairman

Bruno A. Barreiro	Lynda Bell
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of February, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

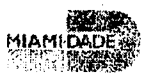
HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Dennis A. Kerbel

EXHIBIT A



Memorandum of Understanding (MOU)
Between
Miami-Dade County Animal Services Department
And
The South Florida Society for the Prevention of Cruelty to Animals
October 1, 2008-September 30, 2009

As per Florida State Statute 828.27, and 588.17-24, Miami-Dade County is responsible ~~for the transport, impoundment and care of large animal victims of cruelty and~~ neglect This agreement is between the South Florida Society for the Prevention of Cruelty to Animals (SPCA), a non-profit organization, located at 9715 NW 138th Street, Hialeah, FL and the Miami-Dade Animal Services Department (ASD) located at 7401 NW 74th Street, Miami, FL, which has been assigned by the Miami-Dade County Board of County Commissioners to uphold these state mandates. As such, the ASD will utilize the SPCA in order to comply with these Florida State Statutes.

Scope of Services-SPCA

1. Transport of large animals that are victims of cruelty or neglect
    a. ASD will, as necessary, contact the SPCA to transport large animals to a pre-determined location, 24 hours a day, 7 days a week
    b. The SPCA will transport said animals with a safe vehicle and trailer appropriate for the size of the animals

2. Care of large animals that are victims of cruelty or neglect
    a. The SPCA will provide sufficient food, water and basic care to large animals in its custody
    b. The SPCA will also coordinate the provision of basic
        i. veterinary care
        ii. farrier care
        iii. dental care

3. Record keeping
    a. The SPCA will keep records of all animals impounded pursuant to this agreement. Such records shall identify each animal and describe the care provided to the animal. At the beginning of each month, SPCA will provide ASD copies of such records for the preceding month.
    b. The SPCA will submit any pertinent documents or pictures of impounded animals
    c. The SPCA will invoice the ASD once monthly and include all receipts for services

Scope of Services-ASD

1. Transport of large animals that are victims of cruelty or neglect

a. ASD will pay the SPCA $180 per large animal transport that is properly documented in the monthly invoice to ASD.

b. If specialized equipment is necessary, the ASD investigator will make the appropriate arrangements with Miami Dade Fire Rescue.

c. Repairs to SPCA transport vehicles will be made at the discretion of the ASD Director or the Director's designee(s). Requests must be made in writing and an estimate included prior to consideration.

2. Care of large animals that are victims of cruelty or neglect

a. For confiscated, stray or large animals that are victims of cruelty or neglect, or large animals that are impounded at the request of law enforcement or ASD, *but are not the subject of a judicial proceeding*, ASD will pay for feed/care, as described in 2.b and 2.c below, for a period of two (2) months on a case by case basis.

b. For large animal victims of cruelty or neglect that *are the subject of a judicial proceeding*, the ASD will pay for feed for the duration of the animal's stay plus until the judicial proceeding is resolved, using the following fee schedule:

1. horses: $22 per day
2. cattle: $20 per day
3. goats/sheep/rams: $5 per day
4. other farm animals: $5 per day

c. For large animal victims of cruelty or neglect that *are the subject of a judicial proceeding* , the ASD will pay for the following goods/services for the duration of the animal's stay until the judicial proceeding is resolved:

i. basic veterinary care to include:

1. physical examinations ($50/variable)
2. vaccines and Coggins test ($165)
3. gelding, if appropriate ($200 minimum)
4. wound repair to include antibiotics and pain medications (variable)
5. necessary medications
6. *for other surgeries or procedures, cost must be approved by the ASD Director or the Director's designee prior to the procedure
7. euthanasia ($150 minimum) and transport of body ($200)

ii. farrier care (estimated $100 per month per horse)

iii. dental care ($30-150 per visit)

d. ASD will evaluate individual requests, submitted in writing, which will be approved on a case by case basis by the ASD Director or the Director's designees regarding other needs such as:

i. repairing or adding fencing

ii. adding additional stalls/corals/shaded areas

iii. adding appropriate water/feed dispensers

iv. improving the environment for the confiscated animals

v. monthly rent of $600

e. $100,000 has been allocated to Animal Services for the Fiscal Year 2008/2009 to address the transportation, care, and feeding of large animals suffering from cruelty or neglect. No additional funding will be available for this fiscal year.

4. Record Keeping
   a. One lead ASD Investigator and one back up investigator will be assigned to the cases pertaining to large animals
   b. The lead ASD Investigator and/or back-up investigator will meet as needed with the SPCA designee

Signature

Sara Pizano, DVM
Director
Miami-Dade County
Animal Services Department

Date 12/18/08

Signature

Jeanette Jordan
President
South Florida S.P.C.A.

Date 12-18-08

Signature

Dennis Kerbel
Assistant County Attorney
Miami-Dade County

Approved as to Form and Legal Sufficiency

Date

Assistant County Attorney

Date

Signature

George M. Burgess
County Manager
Miami Dade County

Date 1/15/09

Approved as to form and Legal Sufficiency

Assistant County Attorney

1/15/09

Date

EXHIBIT B

AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
SOUTH FLORIDA SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

Pursuant to Florida Statutes §§ 588.17-25, Miami-Dade County is responsible for the transport, impoundment, and care of stray livestock within its jurisdiction, and pursuant to Florida Statutes § 828.073, Miami-Dade County is authorized to seize and provide care for animal victims of cruelty and neglect. This agreement is entered between the South Florida Society for the Prevention of Cruelty to Animals (SFSPCA), a non-profit organization, located at 9715 NW 138 Street, Hialeah, Florida, and Miami-Dade County, through its Animal Services Department (ASD), located at 7401 NW 74 Street, Miami, Florida, in furtherance of the above-referenced statutes. This Agreement applies only to animals seized or impounded by Miami-Dade County and does not apply to animals seized by the SFSPCA under any independent authority granted to the SFSPCA by § 828.073, Fla. Stat., or other law.

SCOPE OF SERVICES – SFSPCA

1. Transport of animals that are stray or victims of cruelty or neglect
   a. ASD or County law enforcement agencies will, as necessary, contact the SFSPCA to transport animals to a pre-determined location, 24-hours a day, 7-days a week
   b. The SFSPCA will transport said animals with a safe vehicle and trailer appropriate for the size of the animals

2. Care of animals that are stray or victims of cruelty or neglect
   a. The SFSPCA will provide sufficient food, water and basic care to animals in its custody pursuant to this agreement
   b. The SFSPCA will also coordinate the provision of basic:
      i. Veterinary care
      ii. Farrier care
      iii. Dental care

3. Record Keeping
   a. The SFSPCA will keep records of all animals impounded pursuant to this agreement. Such records shall identify each animal and describe the care provided to the animal. On the tenth of each month, the SFSPCA will provide ASD with copies of records for the preceding month, for all livestock in their care
   b. The SFSPCA will submit such records in the form of a Case Report , complete with photographs, on a form prescribed by ASD for each animal impounded
   c. The SFSPCA will submit the initial Intake Form within five (5) business days of intake for each animal impounded

d. The SFSPCA will invoice the ASD once monthly and include all receipts for services rendered for the preceding month. Services rendered will be itemized on the Case Report
e. The SFSPCA will report the final disposition for each animal in its care on the Disposition Form

4. Equipment
   a. ASD will evaluate individual requests, submitted in writing, which will be approved on a case by case basis by the ASD Director or designee regarding other needs such as:
      i. Adding temporary stalls/corrals
      ii. Adding appropriate water/feed dispensers
   b. Equipment purchased with funding provided by Animal Services is the property of Miami-Dade County. Property will be turned over upon termination of contract.
   c. ASD is to be notified within 24-hours when equipment is lost, stolen or suffers irreparable damage
   d. Per County policy, a police report is required for lost or stolen property; copy of police report must be provided to Animal Services

SCOPE OF SERVICES – ASD

1. Transport of animals that are stray, or victims of cruelty or neglect
   a. ASD will pay the SFSPCA $180 per animal transport that is properly documented in the monthly invoice (one fee applies when multiple animals are transported in one trailer load)
   b. If specialized equipment is necessary, the ASD investigator will make the appropriate arrangements with Miami-Dade Fire Rescue or other appropriate agency.

2. Care of livestock
   a. For stray animals that are impounded at the request of County law enforcement agencies or ASD and that are not the subject of a judicial proceeding, ASD will pay for feed/care, as described in 2b and 2c below, for a period of up to sixty (60) days on a case by case basis. If the animal is not reclaimed by its owner within sixty (60) days of impoundment, the SFSPCA has the option to (1) continue its care at the SFSPCA's expense, or (2) euthanize at the expense of ASD.
   b. For animals that are the subject of a judicial proceeding, ASD will pay for feed for the duration of the animal's stay until the judicial proceeding is resolved as follows:
      i. Horses: $22 per day
      ii. Cattle: $20 per day
      iii. Goats/Sheep/Rams: $5 per day
      iv. Other animals: $5 per day

c. For animals that are the subject of a judicial proceeding, the ASD will pay for the following goods/services for the care of the animal until the judicial proceeding is resolved, using the following fee schedule:
   i. Initial physical examination (maximum of $50)
   ii. Follow up medical visit (maximum of $35)
   iii. Vaccines and Coggins Test (maximum of $165)
   iv. Wound repair to include antibiotics and pain medication (maximum of $300.00)
   v. For surgeries or procedures, cost must be approved by the ASD Director or the Director's designee prior to the procedure
   vi. Euthanasia (maximum of $100)
   ~~vii. Disposal of body (maximum of $200)~~
   viii. Farrier care ($70 per month as needed)
   ix. Dental care (maximum of $150)
d. Animals surrendered by the owner shall be the sole responsibility of the SFSPCA
e. The SFSPCA shall maintain their facility/ equipment to ensure a safe environment for animals under their care

3. Record Keeping
   a. One lead ASD Investigator and one backup investigator will be assigned to the cases pertaining to livestock
   b. The lead ASD Investigator and/or backup investigator will meet as needed with the SFSPCA designee

TERMS OF CONTRACT

Funding

$100,000 has been allocated to Animal Services for the Fiscal Year 2010/2011 for the transportation, care, and feeding of large animals found stray or suffering from cruelty or neglect. No additional funding beyond the $100,000 per fiscal year will be made available.

Term

The Initial Term of this agreement is October 1, 2010-September 30, 2011.This agreement will renew automatically each fiscal year unless terminated by either party for any reason. The fiscal year begins October 1 and ends September 30. Annual renewal and funding will be subject to the annual budget process and Board of County Commissioners approval. Either party may terminate this agreement upon at least 30 days written notice to the other party.

Assignment

This Agreement shall not be assignable.

Applicable Law

This Agreement shall be construed under the laws of the State of Florida.

Indemnification and Hold Harmless

The SFSPCA shall indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities (collectively, the "COUNTY") from any and all liability, losses, damages, including attorney's fees and costs of defense, which the COUNTY may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the Agreement by the SFSPCA or its employees, agents, servants, partners, principals, or subcontractors. SFSPCA shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. SFSPCA expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the SFSPCA shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the COUNTY as herein provided.

Written Agreement

This Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

Sara Pizano, DVM

Signature

Sara Pizano, DVM
~~Director~~
Miami-Dade County
Animal Services Department

Date: 12/9/10

Jeanette Jordan

Signature

Jeanette Jordan
~~President~~
South Florida S.P.C.A.

Date: 12/09/10

Signature

Dennis Kerbel
Assistant County Attorney
Miami-Dade County

Date: _____

Signature

George M. Burgess
County Manager
Miami-Dade County

Date: _____

Approved as to form
and Legal Sufficiency

Assistant County Attorney

12/13/10

Date

ASD USE ONLY
ANIMAL ID#:_____

Livestock Intake Form

(To be submitted for each animal within 5 business days of impoundment)

Date of Impoundment:

Location of Impoundment:

Police Agency:

Type of Case:

Incident Report or Case Number:

SFSPCA Representative(s) on Scene:

Livestock Type: Horse( ) Cow( ) Pig( ) Sheep( ) Goat( ) Fowl( ) Other( )

(Describe if Type is Other):

Breed:

Color/Markings:

Size:

Sex:

Age:

Identification: Microchip ( ) Brand ( ) Tattoo ( ) Hoof Etching ( ) Halter ( )

Identification Description:

(Microchip #, brand #, tattoo #, hoof etching, halter color)

Condition/Body Score:

Injuries Noted:

Recommended Treatment:

ASD USE ONLY
ANIMAL ID# _____

Livestock Disposition Form

Date of Impoundment:

Incident Report or Case Number:

Animal Description:

~~(Breed, sex, color/markings)~~

Final Disposition

Date:

RTO ( ) Surrendered by Owner ( ) Adopted ( ) Euthanized ( ) Other ( )

(Specify if Other):

Owner/Adopter Name:

Address:

Telephone Number:

Adoption Fee:

ASD USE ONLY

ANIMAL ID#_____

Livestock Case Report

(To be submitted to ASD for each animal, no later than the 10th of each month)

Date of Impoundment:

Incident Report or Case Number:

Animal Description:

(Breed, sex, color/markings)

Treatment Log

Service Date:

Provider Type: Veterinarian ( ) Farrier ( ) Other ( )

Specify Provider Type if Other:

Services Rendered:

Fee Assessed:

Service Date:

Provider Type: Veterinarian ( ) Farrier ( ) Other ( )

Specify Provider Type if Other:

Services Rendered:

Fee Assessed:

Service Date:

Provider Type: Veterinarian ( ) Farrier ( ) Other ( )

Specify Provider Type if Other:

Services Rendered:

Fee Assessed: