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
Subject:	Resolution Approving an Interlocal Agreement between Miami-Dade College and Miami-Dade County for the Veterinary Technology Program

Agenda Item No. 9(A)(2)

Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the Interlocal Agreement between Miami-Dade College (College) and Miami-Dade County (County) to establish the Animal Service Department Shelter (Shelter) as a site for Veterinary Technician students to gain clinical experience. The one year Agreement will commence on a mutually agreed upon date between the parties and will automatically renew each year unless either party elects to discontinue the program with sixty (60) days written notice.

Scope

This agreement will affect students in the Veterinary Technician program at the College and provide volunteer services for the County.

Fiscal Impact/Funding Source

There is no fiscal impact to the County as it only provides vital volunteer services to the animal shelter.

Track Record/Monitor

The agreement would be monitored by Animal Services Director, Dr. Sara Pizano, who has created and maintained a successful volunteer program since 2006 and Dr. Lois Sargent of Miami Dade College, a professor of Veterinary Technology.

Delegated Authority

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which include authority for the Mayor, or designee, to execute an Interlocal Agreement between Miami-Dade County and Miami-Dade College

Background

The County continually seeks new partnerships to increase the number of volunteer hours at the animal shelter. The College is seeking sites where their Veterinary Technician students can gain valuable clinical experience by working with animals. After attending a Volunteer Orientation at the Shelter, Veterinary Technician students will volunteer in the clinic and surgery sections of the Shelter by assisting in the restraining of dogs and cats, taking blood samples, monitoring pets under anesthesia during spay/neuter surgery and assisting staff in a variety of other tasks.

The College will set the minimum or maximum number of hours the student must volunteer. The instructional schedule will be developed jointly by the College and the Animal Services

Department who will also meet as needed and on an annual basis to evaluate the success of the program.

This is the first Interlocal agreement between Miami-Dade College and Miami-Dade County. Provisions are included in the Agreement to protect the County from any liability.

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)(2)

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)(2)
2-1-11

RESOLUTION NO. _____

RESOLUTION RATIFYING ACTIONS OF COUNTY MAYOR OR DESIGNEE TAKEN PURSUANT TO SECTION 2-9 OF THE MIAMI-DADE COUNTY CODE, IN AUTHORIZING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COLLEGE TO PROVIDE VETERINARY CLINICAL EXPERIENCE TO COLLEGE STUDENTS ENROLLED IN THE VETERINARY TECHNOLOGY PROGRAM; AND IN EXECUTING THE AGREEMENT AND AUTHORIZING EXERCISE OF THE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the Mayor or Mayor's designee to execute the interlocal agreement between Miami-Dade County and Miami-Dade College to provide veterinary clinical experience to students enrolled in the College's Veterinary Technology program, in substantially the form attached hereto; and authorizes the Mayor or Mayor's designee to execute amendment, modification, cancellation, and termination clauses of this agreement 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 Chairwoman

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

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

Miami Dade College

Medical Center Campus

November 1, 2010

Dr. Sara Pizano
Miami Dade Animal Services Department
7401 NW 74 Street
Miami, FL 33166

RE: *Affiliation Agreement with Miami Dade Animal Services Department*

Dear Dr. Pizano:

Enclosed please find two signed copies of the Agreement between Miami Dade Animal Services Department and Miami Dade College. The College Legal Department accepted the modifications your Legal Department requested and they have been incorporated to the contract.
Once completed the signature of the contract, please send us one copy back for our files.

I want to thank you for all the help provided to us during the negotiations to sign this agreement. We are looking forward to this cooperative effort among our institutions. If I can be of any further assistance, please do not hesitate to call me at 305-237-4384 or email at rdelator@mdc.edu.

Sincerely,

Rosa A. de la Torre, Ph.D.
Contracts Manager

Miami Dade College/Medical Center Campus
950 N.W. 20th Street, Room 1360 • Miami, FL 33127-4693
Telephone: (305) 237-4384 • Fax: (305) 237-4170
E-mail: rdelator@mdc.edu

AGREEMENT

THIS AGREEMENT entered into this 5th day of October, 2010, by and between the DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, whose address is 950 N.W. 20th Street, Miami, Florida 33127, hereinafter referred to as the COLLEGE, and MIAMI-DADE COUNTY, by and through its Animal Services Department, whose address is 7401 N.W. 74 Street, Medley, FL 33166, hereinafter referred to as the COUNTY,

WITNESSETH

WHEREAS the COUNTY and the COLLEGE desire that the public interest be served by ensuring a continuing source of competent veterinary technician professionals; and

WHEREAS, the COLLEGE desires that student enrollment in the **Veterinary Technology** program, obtain veterinary clinical experience at the COUNTY; and

WHEREAS, the COUNTY is offering to provide the necessary facilities for said veterinary clinical experience in recognition of the need to educate veterinary technician personnel;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **INTRODUCTION:** The above recitals are true and correct. The COLLEGE and the COUNTY agree that they each have the option, but not the obligation, of having Medical Center Campus students designated by the College to participate in Veterinary Technology training at the COUNTY'S facilities. The terms of this Agreement shall govern if Medical Center Campus students designated by the COLLEGE do in fact participate in training at the COUNTY.

2. **FACILITIES**

   The COUNTY agrees to make available, as practical, certain facilities to the COLLEGE in order to provide veterinary clinical experience for the students at the Veterinary Technology program. The facilities to be made available consist of:

   a. Space for group assembly as available.

   b. Cafeteria facilities, if available, for the students and the COLLEGE faculty only on days while on assignment at the COUNTY. The cost of meals at same is to be paid by faculty members and students.

c. Access to COUNTY library facilities, if available, as consistent with needs of the COUNTY staff members.

3. **PROVISIONS FOR INSTRUCTION AND SUPERVISION OF STUDENTS**

a. The COLLEGE shall require that its students and faculty attend COUNTY orientation(s) scheduled to acquaint the COLLEGE'S students and faculty with the COUNTY'S rules and regulations. The COLLEGE'S students shall be required to wear identification mandated by either the COLLEGE, the COUNTY, or both, in accordance with the policies of the COUNTY and the COLLEGE.

b. The COUNTY shall not substitute students of the COLLEGE for paid COUNTY staff for any purpose, function or task while the students are attending clinical courses and no student shall be considered to be an employee of the COUNTY during the clinical courses.

c. The COUNTY shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, and related regulations and shall not discriminate against any person because of race, color, creed, sex, age, national origin, or handicap.

d. The instructional schedule for the veterinary clinical experience of the students shall be planned jointly by the Chair/Coordinator for the COLLEGE Veterinary Technology program and the COUNTY'S designated representative(s). The instructional schedule as mutually agreed upon by both parties to this AGREEMENT shall, whenever possible, be submitted in writing to the respective COUNTY and COLLEGE authorities at least thirty (30) days prior to the beginning of such schedule.

e. The COLLEGE may appoint COLLEGE faculty from the Veterinary Technology program. The COLLEGE appointed faculty may provide direct instruction through demonstrating all aspects of animal care appropriate to the Veterinary Technology program as well as supervising student(s) performance of animal care. Clinical instruction may also be

provided for by the COUNTY from its staff, and assigned according to Paragraph 2(d) above. Where applicable, the COUNTY shall only assign personnel with appropriate licenses, certificates or other documentation that meet applicable COUNTY and COLLEGE standards of accreditation.

f. The responsibility of COLLEGE staff for clinical experience of the COLLEGE students in the COUNTY will include:

(1) direct instruction and supervision of the COLLEGE students according to the respective course description and/or syllabus;

(2) periodic evaluation of the COLLEGE'S students progress as required by the COLLEGE;

(3) providing to the Chair/Coordinator for the COLLEGE Veterinary Technology program on a periodic basis, the proposed schedule for clinical instruction for the ensuing instructional period; and

(4) being available for scheduled and unscheduled conferences at reasonable times with the COLLEGE students and/or faculty supervisor.

g. Annually, each COLLEGE faculty assigned to the Veterinary Technology program will meet with the COUNTY representatives to coordinate the progress of the course of instruction and to determine its effectiveness.

h. The COLLEGE shall:

(1) go through the proper channels at the COUNTY in planning clinical experience;

(2) arrange meetings with the appropriate COUNTY clinical staff to review and evaluate the progress of the clinical instruction as needed;

(3) inform to the COUNTY about COLLEGE methods for student evaluation.

(4) inform the COUNTY'S clinical staff as to the extent of the academic preparation of the students for the purpose of assignment of the students to the appropriate level of veterinary clinical experience;

(5) the COLLEGE and the COUNTY shall mutually agree on the health

forms and documentation required for the College's students to participate in the COUNTY'S clinical experience. Upon the COUNTY'S written request, the COLLEGE shall provide the COUNTY with copies of the required student health forms and documentation; and

(6) ensure that all students have liability insurance.

(i) The COUNTY maintains ultimate responsibility for the care and safety of its animal patients. Therefore, the COUNTY reserves the right to refuse its facilities and services to any COLLEGE student or faculty member and to remove a COLLEGE student or COLLEGE faculty member who does not meet the COUNTY'S professional or other requirements or any appropriate authority controlling and directing said COUNTY.

(1) Except in the event of a threat to animal patient safety, which is addressed below, the COUNTY shall notify and consult with the COLLEGE prior to:

(a) refusing its facilities and services to a COLLEGE faculty member or a COLLEGE student; or

(b) removing a COLLEGE faculty member or a COLLEGE student from their clinical assignment at the COUNTY. If after consultation it is deemed necessary, the COLLEGE shall temporarily remove the COLLEGE faculty member or the COLLEGE student (where applicable) from the clinical assignment at the COUNTY pending review and resolution of the matter. If after review and resolution of the matter, the COUNTY determines that a COLLEGE faculty member or a COLLEGE student may not continue their clinical assignment at the COUNTY, the COUNTY shall notify the College both verbally and in writing. The COLLEGE'S Campus Administrator shall then institute appropriate COLLEGE policies and procedures. The COUNTY or the applicable authority shall provide the COLLEGE with all written documentation

pertaining to the COUNTY'S actions undertaken in connection with this provision. The COUNTY shall fully cooperate and participate, where necessary, in the COLLEGE'S due process review of the COLLEGE faculty member or the COLLEGE student (where applicable). In the event of a threat to animal patient safety, which shall be determined by the COUNTY in its sole discretion, the COUNTY shall have the right to immediately refuse its facilities and services and to remove a COLLEGE faculty member or a COLLEGE student (where applicable) from their clinical assignment at the COUNTY. In this event, the COUNTY shall verbally notify the COLLEGE immediately thereafter and then follow the procedures outlined herein.

4. **INSURANCE**

During the term of this Agreement, the COLLEGE'S students and faculty members in the COLLEGE'S Medical Center Campus Veterinary Technology Program shall be required to have professional liability insurance coverage with limits of **$1,000,000** per incident and **$3,000,000** aggregate liability. A certificate of insurance or other acceptable documentation in evidence of compliance with paragraph shall be filed with the COUNTY if requested.

5. **TERM OF AGREEMENT**

The term of this AGREEMENT shall be from the date hereof through **October 5, 2011and** from year to year thereafter, except that either party hereto may terminate this AGREEMENT at any time without cause upon at least sixty (60) days prior written notice, provided that all students currently enrolled in the program at COUNTY at the time of notice of termination shall be given the opportunity to complete their clinical Program at COUNTY, such completion not to exceed six (6) months.

6. **MISCELLANEOUS**

a. **Entire Agreement**

This Agreement sets forth the entire Agreement and the understanding of the parties as to

the matters contained herein. This Agreement shall not be modified or amended except in writing and signed by both parties and executed with the same formalities as this Agreement.

b. **Survival**

All covenants and agreements that by their respective terms are intended to survive the consummation of the transaction contemplated by this Agreement shall survive the expiration or earlier termination of this Agreement.

c. **Status of Parties**

The parties expressly intend that as to this Agreement, the parties shall be independent contractors, have no relationship other than the one created by this Agreement, and shall not receive any benefits other than those expressly proved herein. Further, the parties expressly intend that no agent, contractor, employee of one party shall be deemed an agent, contractor, or employee of the other party.

d. **Benefit/Assignment**

Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors and permitted assigns. No Party may assign this Agreement without the prior written consent of the other Party, the consent of which shall be given at that Party's sole discretion.

e. **Cooperation of Parties**

The parties agree to periodically review and discuss the operation of this Agreement to insure that each Party's objectives hereunder are being satisfied. The parties shall confer as otherwise necessary to the administration of this Agreement.

f. **Waiver of Breach**

The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate, or be construed to constitute, a waiver of any subsequent breach of the

same, or any breach or violation of any other, provision hereof. All remedies, either under this Agreement, or by law or otherwise afforded, will be cumulative and not alternative. All waivers to be effective shall be in writing by a duly authorized officer of the waiving Party.

g. **Notice**

Any notices required or permitted under this Agreement shall be served personally or by certified mail return receipt requested at the addresses set forth on the first page of this Agreement.

h. **Choice of Law**

This Agreement is governed by and shall be construed according to the laws of the State of Florida.

i. **Laws Applicable to the COLLEGE**

Miami Dade College, organized under the laws of the State of Florida and the rules of the State Board of Education, is a political subdivision of the State of Florida, and as such, must operate in accordance with the statutes of the State of Florida and the rules of the State Board of Education. This Agreement must be modified in accordance with any statutory requirement of the State of Florida, and is subject to obtaining state financial support, the allocation of funds for community colleges and the annual apportionment of such funds to Miami Dade College.

j. **Selection of Forum; Venue, Service of Process**

The parties hereby irrevocably submit in any suit, action or proceeding arising out of or relating to the Agreement or any transaction contemplated hereby to the exclusive jurisdiction of the United States District Court for the Southern District of Florida or if jurisdiction is not available therein the jurisdiction of any state court in Miami-Dade County, State of Florida, and waive any and all objections to such jurisdiction or venue that they may have under the laws of any state or country, including, without limitation, any argument that jurisdiction, suits and/or venue are inconvenient or otherwise improper. Each Party further agrees that process may be served upon such Party in any manner

authorized under the laws of the State of Florida, and waives any objections that such Party may otherwise have to such process.

k. **Compliance With Applicable Laws**

Each Party to this Agreement agrees to comply with all applicable federal, state and local laws, rules and regulations (Laws). In the event of a conflict, the Laws shall take precedence over any provision of this Agreement.

Animal Patient Information. Subject to the laws applicable to COLLEGE, including but not limited to the State of Florida Public Records Law, §119.07, Florida Statutes, neither COLLEGE nor any students shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by COUNTY in writing, any animal medical record or other animal patient information regarding COUNTY animal patients, and COLLEGE and students shall comply with all federal and State laws and regulations, and all bylaws, rules, regulations, and policies of COUNTY and COUNTY'S medical staff, regarding the confidentiality of such information.

Privacy of Protected Health Information: COLLEGE acknowledges that it along with its students are obligated to comply with the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164. Accordingly, College will instruct its students to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of performing their duties as student with the COUNTY.

l. **Severability**

If any provision of this Agreement is held or determined to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of the Parties under this agreement will not be materially and adversely affected thereby, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never compiled a part hereof; the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from; and in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision similar to such illegal, invalid or unenforceable provision as may be possible.

m. **Indemnification and Hold Harmless**

The COLLEGE 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 COLLEGE or the participation of the COLLEGE's students in the Veterinary Technology training program at the COUNTY's facilities, and the COLLEGE shall defend the COUNTY, including any and all appellate actions, in any such actions or proceedings whether in the name of the COUNTY or otherwise. Provided, however, the indemnification contained herein shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby the COLLEGE shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000 ($200,000 for claims arising on or after July 1, 2011), or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the COLLEGE

arising out of the same incident or occurrence, exceed the sum of $200,000 ($300,000 for claims arising on or after July 1, 2011) from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the COLLEGE or the COLLEGE's students participating in the Veterinary Technology training program. In addition, the COLLEGE shall require all students participating in the Veterinary Technology training program to sign a Student Release, in the form attached hereto, as a condition of participating in the program at the COUNTY's facilities.

n. **Signature**

This Agreement is entered into voluntarily by the signatories to this document.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.

ATTEST:

Rosa A. De la Torre
Contracts Manager
Medical Center Campus

DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA

By: _____

Armando Ferrer, Ph.D.
President
Medical Center Campus
Miami Dade College

MIAMI-DADE COUNTY, FLORIDA,
a political subdivision of the State of Florida by its Board of County Commissioners

By: _____

Name: Alex Muñoz

Title: Assistant County Manager

Approved as to form
and Legal Sufficiency

Assistant County Attorney

10/15/10
Date

Miami-Dade College

Student Confidentiality Statement

As a student enrolled in the Miami Dade College Veterinary Technology program, I am aware of my responsibility for maintaining confidentiality of animal patient information that may become available to me in the course of my studies. Such information is protected and confidential under applicable federal and state laws and affiliation agreements between the College and affiliating health care agencies.

I will not reveal any animal patient information to any third party, except as authorized by law or as authorized by the affiliating agency. I will not use any animal patient identifying information, such as name or initials, on paperwork or electronic transmissions to be submitted to the College in the course of my studies. I will only discuss animal patient information or an animal patient's medical condition at the affiliating agency in settings away from the general public and only with authorized personnel at the affiliating agency. I further understand that in a classroom setting I will only discuss animal patients and their veterinary medical conditions in a manner that does not in any way identify the animal patient.

I agree to comply with all animal patient information privacy policies and procedures of Miami Dade College and the affiliating agency. I understand that violating this Confidentiality Statement may result in criminal and civil penalties against me for violating federal and state patient information privacy laws.

Dated this ____ day of _____ 20___.

_____ _____

Student (Print Name) **(Signature)**

_____

Student Number

_____

Witness

VETERINARY TECHNOLOGY TRAINING PROGRAM
STUDENT RELEASE

1. I understand that animals can be unpredictable, that the handling of animals entails a risk of injury, and that my participation in the Miami-Dade College Veterinary Technology training program at Miami-Dade County's facilities may subject me to personal physical harm, damage to my property, or other injury.

2. On behalf of myself, my heirs, my personal representatives, and executors, I, _____, hereby release, discharge, 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 my participation in the Veterinary Technology training program at Miami-Dade County's facilities. I understand that this release includes, but is not limited to, injuries that I may incur from animal bites, accidents, and personal property damage.

3. I further understand that public relations are an important part of training or volunteering with Miami-Dade County Animal Services. I hereby agree, on behalf of myself, my heirs, my personal representatives, and my executors, to allow Miami-Dade County to use any photographs taken of me for use in public relations efforts. Miami-Dade County will use reasonable efforts to notify me before use, but such notification is not a condition of photographs being released for public relations purposes.

I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD THE TERMS AND CONDITIONS OF THE FOREGOING RELEASE.

Dated this ____ day of _____ 20___.

_____ _____
Student (Print Name) **(Signature)**

_____
Student Number

_____
Witness