

MEMORANDUM

Agenda Item No. 9(A)(1)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 1, 2014

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

SUBJECT: Resolution approving and
authorizing execution of
agreement between Miami-Dade
County and the Cat Network Inc.
for veterinarian services on
mobile veterinary clinic

The accompanying resolution was prepared by the Animal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.



R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum



Date: July 1, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the printed name.

Subject: Resolution Approving an Agreement between Miami-Dade County and the Cat Network Inc. for Veterinarian Services for the Meow Mobile

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving the execution of an Agreement between Miami-Dade County (County) and the Cat Network Inc. (TCN) for veterinarian services on the Meow Mobile (Unit), a mobile animal clinic which is owned and operated by the TCN, for the sterilization of free-roaming and privately owned cats or cats being housed at the County's Animal Shelter as described below and in the attached agreement.

Scope

The impact of this item is countywide in nature as the unit may be stationed throughout the County, including the Miami-Dade Animal Services Department (ASD) shelter.

Fiscal Impact/Funding Source

The sterilization services offered in this Agreement and staff veterinarian will be funded through the additional allocation approved by the Board as part of the FY 2013-14 budget for the County's No Kill initiatives. Sterilization services will be performed by existing ASD staff veterinarians. The salary range for a staff veterinarian, including fringe benefits is \$95,000 - \$115,000. ASD staff veterinarians will be scheduled to perform sterilization surgeries on the Unit three times per week on a rotating basis.

Track Record/Monitor

ASD Operations and Enforcement Chief, Kathy Labrada, will monitor the spay and neuter performance and ASD Chief of Shelter Services and Live Release Programs, Lorna Mejia, will monitor contractual compliance.

Background

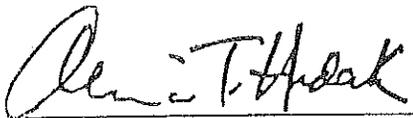
It is estimated that there are at least 300,000 to 400,000 free roaming cats in Miami-Dade County reproducing and contributing to the number of unwanted and homeless cats that are abandoned at ASD's shelter. One way to reduce the shelter's intake can be controlled through spay and neuter programs.

On July 3, 2012, the Board adopted Resolution No. 583-12 which directed the Mayor to develop a No Kill Implementation Plan for the County's Animal Shelter. The Plan was to include free roaming cat trap/neuter release programs and high volume affordable spay/neuter services. The Board later adopted a resolution (resolution number is pending due to amendments) which approved ASD's report of recommendations for attaining a No Kill shelter. The report included targeting resources to reduce shelter intake through targeted sterilization of cats and dogs.

Presently, ASD provides low-cost spay/neuter services for shelter pets and for privately owned cats and dogs. ASD currently performs 40 sterilization surgeries on average per day. These surgeries are performed in-house and on ASD's mobile animal clinic (MAC) by ASD's veterinarian staff. The type of spay and neuter surgeries performed include: sterilization of pets that are available for adoption, owned by Miami-Dade County residents, pets that are being cared for through ASD's Fostering Program and felines that are being sterilized through the Trap/Neuter Release/Give Back (TNR/TNG) Program.

TCN, a duly incorporated not for profit organization, is one of ASD's partners under the ASPCA Community Partnership. TCN owns and operates a mobile animal clinic but currently does not have the veterinary staff to operate the unit to its fullest capacity. ASD has the available staff but does not have enough surgical tables to respond to the demand for sterilization services.

Providing the TCN with a veterinarian to operate their unit would further enhance ASD's initiatives for a No Kill shelter and augment the services ASD provides to County residents. The additional allocation approved by the Board as part of the FY 2013-14 budget for the County's No Kill initiatives included funding for an additional veterinarian. Existing ASD staff veterinarians will be scheduled to perform sterilization surgeries on the Unit three times per week on a rotating basis. It is estimated that approximately 3000 surgeries can be performed on the unit per year.



Alina T. Hudak
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 1, 2014

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 Mayor'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)
7-1-14

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CAT NETWORK INC. FOR VETERINARIAN SERVICES ON MOBILE VETERINARY CLINIC; AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXERCISE 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 County Mayor or designee to execute an agreement with the Cat Network Inc., in substantially the form attached hereto and made a part hereof, to provide a staff veterinarian for the sterilization of cats on the Cat Network's mobile animal clinic; and authorizes the County Mayor or designee to exercise the renewal and cancellation provisions contained therein.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of July, 2014. 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.

Handwritten signature of Dennis A. Kerbel in black ink, appearing as 'D.K. Kerbel'.

Dennis A. Kerbel

Agreement
Between
Miami-Dade County
and
The Cat Network, Inc.

This Agreement is made and entered into as of this ____ day of _____, 2014, by and between Miami-Dade County, a political subdivision of the State of Florida, by and through its Animal Services Department, whose address is 7401 N.W. 74 Street, Medley, FL 33166 (the "COUNTY") and The Cat Network Inc. ("TCN"), with a principal address of P.O. Box 347228, Miami, FL 33234, a not for profit organization.

RECITALS:

WHEREAS, the COUNTY, through its Animal Services Department ("ASD"), currently provides low-cost spay/neuter services for shelter pets and for privately owned cats and dogs; and

WHEREAS, it is estimated that there are 300,000 to 400,000 free-roaming cats in the County reproducing and contributing to the number of unwanted, abandoned, and homeless cats, which can be controlled through spay and neuter programs; and

WHEREAS, there is a need to expand spay/neuter programs for privately owned and free-roaming cats in Miami-Dade County; and

WHEREAS, TCN owns and operates the Meow Mobile, a Mobile Animal Clinic (the "Unit") but currently does not have the ability to operate the unit to its fullest capacity; and

WHEREAS, TCN is one of ASD's partners under the ASPCA Community Partnership approved by this Board pursuant to Resolution No. R-377-10; and

WHEREAS, the COUNTY, through its Animal Services Department, is working to build a No Kill community, pursuant to Resolution No. 583-12, and would benefit from the additional sterilization services for companion pets of Miami-Dade residents and free-roaming cats; and

WHEREAS, mobile Trap Neuter Release/Give Back (TNR/TNG) surgeries help reduce free roaming cat populations and reduce shelter intake; and

WHEREAS, the COUNTY through its Animal Services Department, is seeking to expand services to meet the unmet demand for low cost spay/neuter surgery, estimated at more than 50,000 surgeries annually,

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

Article I.
Purpose

The purpose of this Agreement is to memorialize an agreement between the COUNTY and TCN for veterinarian services on the Meow Mobile ("Unit"), a mobile animal clinic which is owned and operated by TCN, for the sterilization of free-roaming or privately owned cats or cats housed at the County's Animal Shelter.

Article II.
Term and Renewal

The term of this Agreement shall commence on the last day of execution by the parties and continue for a term of one year, unless terminated by either party pursuant to Article VII, below. This Agreement shall automatically renew for terms of one year unless terminated by either party pursuant to Article VI below.

Article III.
Definitions

- "ASD" shall mean the Miami-Dade County Animal Services Department.
- "TCN" shall mean the Cat Network Inc.
- "Director" shall mean the Director of the Department.
- "Veterinarian" shall mean a veterinarian employed by the ASD.
- "Unit" shall mean the Mobile Animal Clinic owned and maintained by the TCN.
- "Shelter Pets" means cats housed at the Miami-Dade County Animal Shelter.

Article IV.
Responsibilities of the Parties

ASD's Responsibilities. ASD hereby agrees as follows:

- To provide a staff veterinarian to operate the Unit for up to three days per week, at locations throughout Miami-Dade County to be determined by the TCN, for the sole purpose of providing sterilization services.
- If the Unit is stationed at the County Animal Shelter, to provide:
 - a. the following equipment: oxygen for surgeries, suture supplies, surgical tools and pharmaceutical supplies, including pain relief for all surgery patients
 - b. Electrical power for the Unit
 - c. All post-surgical cleaning
 - d. Scheduling
 - e. Fuel for the Unit
 - f. Additional staff as needed such as veterinary technicians

TCN's Responsibilities TCN hereby agrees as follows:

- To make the Unit available for up to three days per week for the sterilization of Shelter Pets and free-roaming and privately owned cats at various locations throughout the County.
- To provide the following surgical equipment: anesthesia machine and appropriate induction masks, surgery table and surgery lights

Article V.
Insurance

TCN shall furnish, to the County, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- a. Worker's Compensation Insurance for all employees of TCN as required by Florida Statute 440.
- b. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- c. Automobile Liability Insurance covering all non-owned vehicle(s) used in connection with the agreement, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

Article VI. Indemnification

- TCN 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 action, or proceedings of any kind or nature arising out of, relating to, or resulting from TCN's performance of this Agreement, including any actions of TCN's employees, agents, servants, partners, principals, independent contractors, or subcontractors. TCN 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. TCN expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by TCN shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the COUNTY as herein provided.
- The County shall indemnify and hold harmless TCN and its officers, employees, agents, and instrumentalities (collectively, "TCN") from any and all liability, losses, damages, including attorney's fees and costs of defense, which TCN may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, relating to, or resulting from the provision of veterinary services by the personnel provided by the County pursuant to this Agreement. The County 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 TCN, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The foregoing indemnification shall be limited by, and shall not be construed to waive, the limitations on the waiver of sovereign immunity for torts set forth in Ch. 768, Florida Statutes.

- The parties' indemnification obligation will survive the expiration or earlier termination of this Agreement.

Article VII.
Termination

- Either party may terminate this Agreement at any time and for any reason by delivering written notice of termination to the address provided in this Agreement for delivery of notices. The party who wishes to terminate the Agreement shall endeavor to give written notice thereof to the other party at least 30 days prior to termination, but the termination shall be effective regardless of the failure to provide notice within that time.

Article VIII.
Applicable Law

- This Agreement, including its interpretation and enforcement, shall be governed by, and construed in accordance with, the laws of the State of Florida, except for the rules pertaining to conflict of laws, which would provide for application of the laws of another jurisdiction. The COUNTY and TCN hereby submit to the *in personam* jurisdiction and venue of the courts located in Miami-Dade County, Florida, and of the U.S. District Court for the Southern District of Florida and the Eleventh Judicial District Court of the State of Florida. In any action for breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees incurred in bringing or defending against such claim.

Article VIII.
Program Management and Notice

- The Director of the Miami-Dade Animal Services Department will be responsible for properly staffing the Unit with a veterinarian.
- Any notices permitted or required to be given under this Agreement must be sent, either by personal delivery, first class mail (return receipt requested), or recognized overnight courier services (e.g., Federal Express or DHL), to the following addresses:

a. If to the COUNTY:

Miami-Dade County Animal Services Department
7401 NW 74th Street
Miami, FL 33166-2493
Attention: Alex Munoz, Director
Facsimile: (305) 418-7127

b. If to TCN:

The Cat Network Inc.
P.O. Box 347228
Miami, FL 33234
Attention: Megan Clouser, President

Article X.

Assignment

- This Agreement shall not be assignable.

Article XI.

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 provided 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. 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.

e. 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.

f. 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.

g. 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.

- h. This agreement will not prohibit TCN from entering into any other contract regarding the use of the Meow Mobile with any other third party.
- i. This agreement will not prohibit TCN from obtaining any grants, or entering into any partnerships regarding the use of the Meow Mobile with any other third party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year first above written.

Megan Clouser
By: M Clouser
(an authorized signatory)

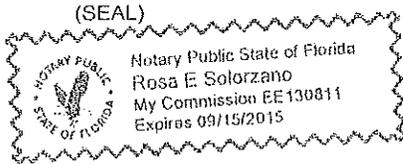
AGREED TO AND ACCEPTED:
THE CAT NETWORK, INC.

Megan Clouser
Name:
Title: President
Federal Tax I.D. # 65-0597008

STATE OF FLORIDA
COUNTY OF MIAM-DADE

BEFORE ME, the undersigned authority, personally appeared Megan Clouser to me well known and known to me to be the individual described in and who executed the foregoing instrument as the President of The Cat Network Inc. and acknowledged to and before me that he executed such instrument as such representative of said Corporation, and that said instrument is the free act and deed of said not for profit corporation.

WITNESS my hand and official seal this 26 day of March, 2011.



Signature: Rosa E. Solorzano
Title: Notary Public
Name: [Print or type]
Serial No., if any:
My commission expires:

AGREED TO AND ACCEPTED:
MIAMI-DADE COUNTY
ANIMAL SERVICES DEPARTMENT

Name:
Title:
Federal Tax I.D. # 65-0121026

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared _____, to me well known and known to me to be the individual described in and who executed the foregoing instrument as the _____ of the Animal Services Department of Miami-Dade County, a subdivision of the State of Florida, and acknowledged to and before me that he executed such instrument as such _____ of said department, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this ___ day of _____, ____.

(SEAL)

Signature: _____
Title: Notary Public
Name: [Print or type] _____
Serial No., if any: _____
My commission expires: _____