

Memorandum



Date: June 30, 2015

Agenda Item No. 3(B)(3)

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Ratifying County's Application and Receipt of ASPCA Grant for \$20,000.00 for Cat Spay/Neuter Services, Ratifying County's Execution of Grant Agreement, and Authorizing Execution of Agreement with The Cat Network, Inc. for \$20,000.00 for Provision of Spay/Neuter Services

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) ratify the Miami-Dade County (County) Animal Services Department's (Department) application for and receipt of \$20,000.00 from an American Society for the Prevention of Cruelty to Animals (ASPCA) Grant for feline spay-neuter services and execution of a grant agreement with the ASPCA. It is further recommended that the Board authorize the Mayor or Mayor's designee to execute an agreement in the amount of \$20,000.00 with The Cat Network, Inc. (TCN) to provide cat spay-neuter services.

SCOPE

The impact of this item is targeted to a problematic area for cat overpopulation to reduce shelter intake.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to the County with the approval of this item, as the approval of this retroactive authorization to receive and expend grant monies shall not in any way alter the Department's funds. The grant does not require any County match funds.

TRACK RECORD/MONITOR

The Department staff responsible for monitoring this resolution and grant monies is Sandy Acosta-Cox, Grants Coordinator.

BACKGROUND


In July 2012, the Department began providing trap, neuter, and return services to address cat overpopulation. The Department has partnered with community groups and private veterinary offices to increase its reach for these services. TCN is a longstanding, not-for-profit corporation providing trap-neuter-return services throughout the County. In 2014, in Resolution No. R-622-14, the Board approved an agreement with TCN to provide a Department veterinarian on TCN's mobile veterinary clinic.

In November 2014, the Cat Network and the County partnered in applying for \$20,000.00 in grant funds from the ASPCA to target the area with the highest cat surrender rate in the County as part of the trap-neuter-return program. The ASPCA approved the funds in January 2015. The County's grant application and the ASPCA's letter of approval are attached as Exhibit 1.

TCN will be performing the spay-neuter services authorized by the grant and will be compensated \$20,000.00. An agreement with TCN is attached as Exhibit 2.

Honorable Chairman Jean Monestime
and Members, Board of County Commissioners
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The funds are instrumental in assisting to initiate a successful program in decreasing cat euthanasia. Therefore, it is recommended that the Board authorize the County Mayor or the County Mayor's designee to retroactively approve applying for and receiving funding for the cat spay-neuter services and executing a grant agreement with the ASPCA, and to execute an agreement with TCN to provide the cat spay-neuter services in the targetted area.



Alina T. Hudak
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 30, 2015

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

SUBJECT: Agenda Item No. 3(B)(3)

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. 3(B)(3)
6-30-15

RESOLUTION NO. _____

RESOLUTION RATIFYING THE ACTIONS OF THE MAYOR OR THE MAYOR'S DESIGNEE IN APPLYING FOR AND RECEIVING \$20,000.00 IN GRANT FUNDS AWARDED BY, AND EXECUTING A GRANT AGREEMENT WITH, THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS FOR SPAYING AND NEUTERING OF CATS AND AUTHORIZING MAYOR OR MAYOR'S DESIGNEE TO EXECUTE AGREEMENT WITH THE CAT NETWORK, INC. IN THE AMOUNT OF \$20,000.00 FOR PROVISION OF SPAY-NEUTER SERVICES AND EXERCISE 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; and

WHEREAS, this Board desires to ratify the actions of the Mayor or the Mayor's designee in applying for, receiving, and expending the \$20,000.00 in funds from the American Society for the Prevention of Cruelty to Animals (ASPCA) and authorizing payment to The Cat Network for the provision of spay-neuter services,

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

Section 1. This Board ratifies the actions of the Mayor or the Mayor's designee in applying for and receiving a grant of \$20,000.00 from the ASPCA for the purposes, terms, and conditions reflected in, and executing the grant agreement set forth in, Exhibit 1.

Section 2. This Board authorizes the Mayor or the Mayor's designee to execute an agreement with The Cat Network in the amount of \$20,000.00, in substantially the form attached

as Exhibit 2 and incorporated herein by this reference, and to exercise the 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:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 30th day of June, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.



Sabrina Levin

**GRANT AGREEMENT REFERENCE:**

NAME: Miami-Dade Animal Services
 PROJECT: Targeted Feline Spay/Neuter
 AMOUNT: \$20,000.00
 GRANT NUMBER: 2014-2110
 GRANT TERM: January 16, 2015 - January 16, 2016
 ASPCA GRANT OFFICER: Joan Carlson Radabaugh

GRANT ACCOUNT LOGIN: https://www.grantrequest.com/SID_900?SA=AM

January 16, 2015

Ms. Kathleen Labrada
 Miami-Dade Animal Services
 7401 NW 74th Street
 Miami, FL 33166

Dear Ms. Labrada,

The American Society for the Prevention of Cruelty to Animals (the "ASPCA") is deeply honored to be able to grant to Miami-Dade Animal Services (the "Grantee," and together with the ASPCA, the "parties" and each a "party") the amount of \$20,000.00 (the "Grant"). These funds are designated for the purpose set forth below and as outlined in your grant request and as further described in this agreement (this "Agreement") and, if applicable, its amendments: Targeted Feline Spay/Neuter (the "Project").

Unless otherwise noted in the payment schedule below, the ASPCA shall pay the grant to the Grantee approximately two to six weeks following receipt of the signed original contract, including all pages. By endorsing and depositing the Grant check, you represent and warrant that Grantee will meet the obligations specified in this Agreement.

Intending to be legally bound and in consideration of the Grant provided to the Grantee and the desire of the Grantee to conduct the Project, the parties hereby agree to the following terms and conditions as of the first date listed above (the "Effective Date"):

1. Grantee Requirements.

Type	Notes	Schedule Date
Signed Contract		February 16, 2015
Final Report		January 16, 2016

The Grantee shall communicate with Joan Carlson Radabaugh (joan.carlson-radabaugh@aspcapro.org) (the "ASPCA Grant Officer") according to the schedule and additional instructions (if applicable) to review and evaluate the use of the Grant funds. **Requirements must be submitted through your ASPCA Grants account at: https://www.grantrequest.com/SID_900?SA=AM**

An explanation of additional grant requirements you may be asked to fulfill are described in Schedule 1 and on our website at aspcapro.org/grants.

You are required to provide additional information relating to this Grant upon the ASPCA's request. Such additional information may include but is not limited to: receipts (up to three years after the Grant end date), photographs, and press information. In addition, you are required to provide access to the ASPCA upon the ASPCA's request so that the ASPCA may conduct a site visit of your location(s) during standard business hours, or at a day and time mutually agreed upon by the ASPCA and the Grantee. The ASPCA will provide you with reasonable notice of any such request unless otherwise mutually agreed upon.

You may submit requirements upon completion at any point during the grant term. Organizations that fail to submit required documentation in a timely manner may jeopardize future grants and/or grant payments. Should you need a due date extension, please forward your request, prior to the due date, to joan.carlson-radabaugh@aspcapro.org with the requirement type (e.g. Final Report, Financial Report, etc.), an explanation for your request (including the reason for the anticipated delay) and your preferred new due date.

2. Use of Grant Funds. The ASPCA shall pay the Grant to the Grantee according to the following schedule:

Payment Number	Total # of Payments	Approximate Schedule Date	Amount
1	1	January 16, 2015	\$20,000

Please note that payment is contingent upon our receipt of the signed contract, including all pages of the Agreement and original signature on the Agreement, from you. The ASPCA will not advance Grant funds until all required documents have been received and reviewed. Please return the originally executed agreement as soon as possible in order to expedite payment.

The Project shall consist of the activities outlined in the Grant request submitted to the ASPCA ("Targeted Feline Spay/Neuter"). The Project shall also include the following:

The Grantee agrees that it is the sole employer of all individuals who are compensated in whole or in part with Grant funds, or whose employment, fellowship or internship position arises in any way as a direct or indirect result of the Grant (each a "Funded Position"). The Grantee further

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agrees that it is exclusively responsible for the classification and engagement of any contractors whose fees and/or expenses are paid in whole or in part with Grant funds ("Funded Contractor"). Accordingly, the Grantee agrees that with respect to any Funded Position and/or any Funded Contractor, the Grantee is exclusively responsible for compliance with, and will comply with, any and all applicable federal, state and local employment laws, regulations and rules, including, but not limited to, any employer obligations to: (a) timely pay all wages or other compensation due; (b) withhold and remit employment taxes; (c) administer any required discipline; (d) provide insurance coverages; (e) prohibit discrimination or harassment based on any protected characteristic; and (f) provide any required leave or accommodation. The Grantee acknowledges and agrees that the parties to this Agreement are in the relationship of Grantor and Grantee, and the use of Grant funds for Funded Positions and/or Funded Contractors does not constitute a joint venture, affiliation, or joint employment relationship of any kind.

The Grantee acknowledges and agrees that the grant shall be used exclusively for costs incurred directly in connection with the Project and as set forth in this Agreement, and that failure to do so will result in the Grantee having to return the grant to the ASPCA within ten (10) days of the ASPCA's request to do so.

The Grantee hereby grants to the ASPCA a license to use the Grantee's name and trademarks on materials directly related to the activities of the Project and/or the Grant. The Grantee Key Contact is Ms. Kathleen Labrada (the "Grantee Key Contact"), and the Grantee Key Contact shall communicate with Joan Carlson Radabaugh (joan.carlson-radabaugh@aspc.org) monthly to review and evaluate the progress of the Project.

3. Acknowledgment of ASPCA Support. In consideration of the grant, the Grantee shall publicly acknowledge that the Project was made possible through a generous grant from the ASPCA and shall reference the ASPCA in all "Project Materials." "Project Materials" shall include, but not be limited to, all copy, script, text, graphics, photographs, video, audio, promotional and advertising materials, and all other editorial matter(s) or press releases relating to the Project. The Grantee shall submit the Project Materials for review and approval by the ASPCA Grant Officer prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project Materials shall be instituted by the Grantee without the prior written approval of the ASPCA Grant Officer. The ASPCA hereby grants to the Grantee a license to use the ASPCA Trademarks on materials directly related to the activities of the Project. "ASPCA Trademarks" are: "ASPCA®", which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and "The American Society for the Prevention of Cruelty to Animals®". The ASPCA has the right in its sole discretion to require the Grantee to remove all references to the ASPCA's involvement if the ASPCA determines that the Grantee is not fulfilling its obligations under this Agreement or if for any other reason the ASPCA determines that it is no longer in the ASPCA's best interest to be referenced in such manner.

Jpegs of the ASPCA logo are embedded below for your cut-and-paste use on your website or other collateral. Additional logos and badges can be found here: <http://aspcapro.org/badges>. Instructions regarding links to the ASPCA's website can be found at this URL:

<http://www.asPCA.org/about-us/linking-policy>.

For assistance regarding recognition of your Grant, including press releases, advisories, or general media outreach, please contact the ASPCA's Media Department at press@aspca.org. A suggested press release template is provided as Schedule 2 as a helpful guide. Social media tips are provided on Schedule 3.

MADE POSSIBLE BY
A GRANT FROM THE **ASPCA**[®]

MADE POSSIBLE BY
A GRANT FROM THE
ASPCA[®]



4. Records. The Grantee will keep accurate books and records with respect to the grant in accordance with generally accepted accounting principles and business practices. The Grantee will maintain its books and records in such a manner that the receipts and expenditures of the Grant funds will be shown separately on such books and records in any easily checked form. The Grantee will keep records of receipts and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three years after completion of the use of the Grant funds, and will furnish or make available such books, records, and supporting documentation to the ASPCA for inspection at reasonable times from the time of the Grantee's acceptance of the Grant through such period.

5. Maintenance of Tax-Exempt Status. In carrying out the Project, the Grantee shall comply with all applicable federal, state and local laws and regulations. If the Grantee is a 501(c)(3) organization, the Grantee certifies that it is in good standing with the Internal Revenue Service and shall notify the ASPCA immediately of any change in, or challenge by the Internal Revenue Service to, its status as a 501(c)(3) tax-exempt organization.

6. Termination. The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion the situation has been corrected or (ii) declare the Grant terminated in any of the following circumstances:

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- (a) If, as the result of the consideration of reports and information submitted to it by the Grantee or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA's mission to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission") or that the Project is not being executed in substantial compliance with the grant request (or work plan as revised) or that the Grantee is incapable of satisfactorily completing the work of the Project;
- (b) In the case of any violation by the Grantee of the terms and conditions of this Agreement;
- (c) In the event of any change in, or challenge by the Internal Revenue Service to, the Grantee's status as a 501(c)(3) tax-exempt organization if applicable; or
- (d) If it is revealed that, during the Project, the Grantee is or was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA Mission.

If the ASPCA terminates the Grant, it shall so notify the Grantee, whereupon it, if so requested by the ASPCA, shall promptly refund and pay back to the ASPCA any unexpended balance of the Grant funds in the Grantee's hands or under its control.

Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds and the Grantee shall, at the option of the ASPCA, repay to the ASPCA any portion of the Grant funds that were not spent for the Project. All such determinations by the ASPCA under this Section 6 will be final, binding and conclusive upon the Grantee.

7. Future Funding. The Grantee acknowledges that the ASPCA and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that the ASPCA will have no further obligation to the Grantee in connection with this Grant as a result of such return or rescission.

8. Modification. No amendment or modification of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto.

9. Miscellaneous. This Agreement is intended to be binding upon the Grantee and the ASPCA. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. This Agreement is not intended to, nor shall it be deemed to create, any partnership or joint venture between the Grantee and the ASPCA. This Agreement shall be interpreted, governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles thereof. The parties hereto acknowledge and consent to personal jurisdiction and venue exclusively in New York, New York with respect to any action or proceeding brought in connection with this Agreement. This Agreement may be executed by the parties hereto in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together the same document.

If the terms and conditions of this Agreement are acceptable, please sign this Agreement and return it to us. By signing this Agreement, you represent and warrant that you are capable of binding the Grantee to the terms set forth in this Agreement.

SIGNATURE PAGE BELOW

GRANT NUMBER: 2014-2110
GRANT AMOUNT: \$20,000.00

Sincerely,
THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

Sarah Levin Goodstine
Senior Vice President of Operations

OR

Julie Morris
Senior Vice President
Community Outreach

OR

Michael Barrett
Vice President
ASPCA Grants

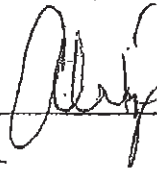
OR

Adam Liebling
Director of Grants Management
ASPCA Grants

ACCEPTED AND AGREED:

Miami-Dade Animal Services

By (signature of CEO/President/Director):



Name: Alex Muñoz, Director

Title: President/CEO/Executive Director (circle one or add actual title after name)

Schedule 1: Grant Reporting Requirements

We require ASPCA grantees to fulfill a variety of requirements based on the grant size and purpose. We make every effort to minimize the reporting burden on grantees while employing best practices in all of our grants programs.

Please follow these guidelines when submitting requirements:

- Submit ALL requirements online by logging into your ASPCA Grant Account at https://www.grantrequest.com/SID_900?SA=AM
- Please adhere to the due dates -- you may submit fulfilled requirements at any point during the grant term. Should you need extra time to submit any particular requirement, please contact the ASPCA Contact on your award letter prior to the due date with 1) a request for a due date extension, 2) the preferred due date and 3) an explanation for the request.

Grantees will be asked to submit some or all of the following requirements:

- **Acknowledgement of Award Letter** -- all grant awards in the amount of \$5,000 or less must be acknowledged online as your official indication that you intend to use the funds as instructed in the grant agreement.
- **Final Report** -- indication of results/outcomes and an analysis of your project plus an estimation or exact indication, if measurable, of the number of animals impacted by the grant. Narrative text entry and/or upload.
- **Financial Report/Receipts** -- a comprehensive list of expenditures for which grant money had been used (typically best submitted in a spreadsheet). Financial Reports for projects that produce accurate, easily measurable outputs, such as targeted spay/neuter programs, should identify the cost per animal as part of a detailed report on the project. Receipts and/or invoices should be uploaded when appropriate. Narrative text entry and/or upload.
- **Photos** -- Generally, we ask for photos that show pictorial evidence of the intended use of funds; we may also ask for photos associated with human interest stories for promotional purposes. Narrative text entry for captions plus uploads.
- **Press Information** -- links to or uploads of press releases, clips or links showing recognition of the ASPCA's grant for your project. You can also include stories, anecdotes, quotes, and social media posts that could be used for promotional purposes including human interest stories with accompanying photos. Narrative text entry and/or upload.
- **Progress Report** -- an interim report designed to inform your grant officer on the status of the project. Narrative text entry and/or upload.
- **Signed Amendment** -- occasionally the purpose or amount of a grant will change during the grant term. In some cases, this will require a signed amendment to the contract.
- **Signed Contract** -- payments of all grant awards that exceed \$5,000 are contingent upon your submission of two signed contracts mailed to ASPCA, Attn: Grants Department, 520 8th Avenue, 7th Floor, New York, NY 10018.
- **Site Visit** -- indicates that a grant officer wishes to make a physical site visit of your facility during the grant term, sometimes as a condition of payment or to provide your organization with additional non-cash outreach and resources.

Schedule 2: Press Release Template (Optional)

Your Organization's Logo Here

[DATE]

Media Contact: [NAME]
[PHONE] / [EMAIL]

Headline

Subheader

[City], [State]—The [Organization] today announced (general information about the initiative/program/event/grant)

"Compelling opening statement about a problem," said Spokesperson, title. "Quote that includes more information about how the funding will assist in impacting animals." (Example: "Many families have sadly had to part with their pets in recent years as a result of the economic downturn," observes Jane Doe, director of shelter operations. "These funds will help expand our safety net program in order to keep more families together.")

Optional quote from the ASPCA (must contact ASPCA Media Department press@aspca.org)

Paragraph with detailed information about initiative/program/event/grant.

For more information, please visit [website].

About [Organization]

History and background of your organization.

###

Stage 1 of 1 Proposal for ASPCA Partners - Allocation Grants and other Projects

Organization

Please review the information below for accuracy and edit accordingly. You may return to your application at any time by clicking the "Save and Finish Later" button at the end of the application.

Please DO NOT use all capital letters.

Solicited or Unsolicited

Please select whether this application is unsolicited or solicited (formally requested). By solicited, we mean that the application was explicitly requested by an ASPCA employee. This is for internal tracking purposes only and will not affect your review.

Solicited

If an ASPCA employee solicited (formally requested) you submit this request, please list their name here. If not, leave blank.

Your response is for internal routing purposes only and will not affect your review.

Tami McReynolds

Organizational Information

Organization Name

Miami-Dade Animal Services

Mailing Address - Street

7401 NW 74th Street

City	State	Postal Code
Miami	FL	33166

Phone

No hyphens, e.g. 2128767700
3058841101

Fax

No hyphens, e.g. 2128767700
3058051619

Web Site

If you are a governmental organization and do not have a specific website for your department, enter the main web address.

www.miamidade.gov/animals

Federal Tax ID/Employer Identification Number (EIN)

Tax Status

15

No hyphens
596000573

Organization Type
Shelter (Governmental)

Contacts

Primary Contact Person for This Request

Prefix e.g. Ms., Mr., Dr. Ms.	First Name Kathleen	Last Name Labrada	Suffix <None>
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Title
Chief, Shelter Operations and Enforcement

Phone
No hyphens, e.g. 2128767700
3054187172

E-mail
klabrad@miamidade.gov

Proposal

Request Information

Project Title
Please provide a short, descriptive title for this request, e.g. Mobile Spay/Neuter Clinic for Low-income Residents
Targeted Feline Spay/Neuter

Request Amount
e.g. 1000
20000

Total Project Cost
e.g. 5000
20000

Project Description

Provide a detailed description of your request in 250 words or less.
Grant funds are requested to support targeted sterilization and vaccination of cats in the City of Miami Springs, the Village of Virginia Gardens and a small portion of the City of Doral. The target area was selected utilizing intake data from Miami-Dade Animal Services to identify the area with the highest feline surrender rate. 1,296 cats were surrendered from the target area in 2013 and 962 cats were surrendered from the target area through December 29th of 2014.

The targeted project will begin at the Fairhaven Senior Home In the City of Miami Springs with the goal of sterilizing and vaccinating all of the cats on the senior home grounds prior to moving on to the neighboring areas. Open communication with rescue groups in the area helped to identify the senior home as the key starting point for the project due to the high number of cats on the property.

Over how many months do you estimate the requested amount would be used? (In whole months)

Please enter either 6 or 12 months.

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Project Timeline and Evaluation

Provide more details on the timeline for the project (including event dates, if applicable).

Explain how you will measure the success of the project.

The mobile sterilization unit (Meow Mobile) is fully operational and staffed for immediate deployment. Through a partnership with Miami-Dade Animal Services a shelter veterinarian is dedicated to the unit three days per week ensuring the unit can be deployed as scheduled. The project will begin immediately upon receipt of grant funds. Success of the project will be measured by the reduction in feline intake from the target area.

Budget Justification

List estimated or actual costs to justify the amount requested. You may include a budget on the Attachments page. If the total project cost is higher than the amount requested, please explain how the project will be fully funded.

It is estimated that each feline sterilization will cost \$45 which includes the FRCP and rabies vaccines as well as ear tipping. Based on the cost projection 444 cats will be sterilized through this program.

Sustainability

What is your plan to sustain this project, if applicable, next year or further into the future?
 Currently the Cat Network is partnering with Miami-Dade Animal Services for veterinary staff and is collaborating with the South Florida Veterinary Foundation to obtain grant funds to provide income qualified sterilization services. Additionally, the Cat Network is working with the City of Miami Beach for additional grant funding and will continue to seek funding from other sources to sustain spay/neuter projects.

Geographical Area Served

Choose your community.

FL-Miami Partner

Population Served (for THIS request)

You may choose more than one, but ONLY select those populations that will be served by THIS request. For example, if your organization provides services for cats and dogs, but your request is for dog kennels, you should choose "Dogs" ONLY.

Cats

Program Type

Please select the program type most closely aligned with this funding request.

Spay/Neuter

Program Area

Please select the program area most closely aligned with this funding request.

Spay/Neuter Projects (ASPCA Partners)

Type of Support

Animal

Care/Services

Vehicle (only if applicable)

If this request is for a vehicle, please provide an estimate for a vehicle wrap.

If the ASPCA requests its logo on a vehicle wrap, additional funding toward the wrap may be available.

Impact of Request on Animals

If you receive the full grant amount requested, approximately how many animals will THIS grant impact? Fill in a number for each category. Enter -0- (zero) if the category does not apply.

Cats	Dogs	Equines
444	0	0

1/16/2016

Stage 1 of 1 Proposal for ASPCA Partners - Allocation Grants and other Projects

Farm Animals	Birds	Rabbits
0	0	0
Wildlife	Animal Welfare Professionals	
0	0	

Please Note

If this grant request is approved, please indicate the status of your current cash reserves or available credit to cover the costs of your proposed project while waiting for payment from the ASPCA.

While we make every effort to review proposals quickly, please note that reviews may take up to 90 days and, if funded, payment processing may take an additional few weeks.

No Cash or Credit Available

By submitting a letter of inquiry and/or an application for an ASPCA grant, you agree to allow the ASPCA to utilize the information submitted on such letter of inquiry/application in any way it deems appropriate to support its mission to prevent cruelty to animals. Such uses may include, but are not limited to, reproducing such information in print or on the ASPCA website and/or allowing third parties to access such information. In addition, by submitting this letter of inquiry and/or application, you hereby certify that the requesting organization is aware of and endorses this request and the information herein.



MIAMI-DADE COUNTY ANIMAL SERVICES DEPARTMENT

PROGRAM NAME: TARGETED FELINE SPAY/NEUTER

PARTNER PROGRAM AGREEMENT

THIS PARTNER PROGRAM AGREEMENT (the "Agreement") made and entered into as of this ___ day of _____, 2015, by and between The Cat Network, Inc., a Florida not for profit corporation ("TCN" or the "Provider"), a not-for-profit corporation with a principal address of 12125 SW 114 Place, Miami, FL 33157, and Miami-Dade County (the "COUNTY"), a political subdivision of the State of Florida, through its Animal Services Department ("ASD"), with an address at 7401 N.W. 74 Street, Medley, FL 33166.

WITNESSETH:

WHEREAS, the County, through its Animal Services Department, is working to build a No-Kill community, pursuant to Resolution No. R-583-12; 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/neuter programs; and

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

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

WHEREAS, the ASD has identified the area with the highest cat surrender rate in the County and seeks to target TNR/TNG services in that area; and

WHEREAS, ASD, on behalf of TCN, has applied to the American Society for the Prevention of Cruelty to Animals (the "ASPCA") for a grant in the amount of \$20,000.00, to allow TCN to provide targeted TNR/TNG services in the identified area; and

WHEREAS, TCN owns and operates the Meow Mobile, a Mobile Animal Clinic, and, through Resolution No. R-622-14, the County agreed to provide veterinarian services to TCN so it could use the Meow Mobile to its fullest capacity to provide spay/neuter services; and

WHEREAS, the ASPCA granted the requested funds to the County, for the purpose of sub-granting those funds to TCN, for the provision of the targeted cat spay/neuter services approved by the ASPCA grant, a copy of which is attached hereto as Exhibit 1,

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

1. INCORPORATION OF ASPCA GRANT AGREEMENT.

The terms of the January 16, 2015 grant agreement with the ASPCA, attached hereto as Exhibit 1 (the "ASPCA Grant Agreement"), are incorporated as if fully set forth herein.

2. RESPONSIBILITIES OF THE TCN.

TCN shall abide by the terms of the ASPCA Grant Agreement and shall provide all required documentation, as required by ASPCA to ASD in a timely manner.

TCN shall be responsible for:

- a. Administration of the cat spay/neuter program in the targeted area described in the ASPCA Grant Agreement, including providing sterilization, rabies vaccination, and mandatory ear tip; and

Submitting completed documentation, as required by ASD and ASPCA, as further outlined in Section 9 of this Agreement.

RESPONSIBILITIES OF THE COUNTY.

The COUNTY shall be responsible for paying to TCN the total of \$20,000.00 in the aforementioned grant funds, received from ASPCA, within thirty (30) days after the complete execution of this Agreement, in order to fund TCN to perform spay/neuter surgeries.

4. TERM.

The agreement term shall begin on _____ 2015 (the "Commencement Date"), and shall continue until such time as TCN has exhausted the total grant funds described herein, not to exceed one (1) year (the "Term"), unless earlier terminated pursuant to Sections 7, 8 or 9 of this Agreement.

5. INDEMNIFICATION.

TCN shall indemnify and hold harmless the COUNTY and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising to third parties or to TCN or its employees, agents, servants, partners, principals, or subcontractors in the operation of this program by TCN or its employees, agents, servants, partners, principals, or subcontractors. The 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 attorneys' fees which may issue thereon. The TCN expressly understands and agrees that any insurance protection provided by the TCN shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the COUNTY or its officers, employees, agents, and instrumentalities as herein provided.

6. INSURANCE REQUIREMENT.

Prior to the disbursement of the aforementioned grant funds, TCN shall furnish to the Animal Services Department Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- a. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$ 300,000 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.**

7. BREACH OF AGREEMENT: COUNTY REMEDIES.

- a. **Breach.** A breach by the Provider shall have occurred under this Agreement if:

- the Provider fails to provide the services outlined in the Agreement or meet expected expenditure rates within the effective term of this Agreement;
- the Provider ineffectively or improperly uses the funds allocated under this Agreement;
- the Provider does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division within 45 days of said request by the County;
- the Provider fails to submit, or submits incorrect or incomplete, proof of expenditures or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports within 45 days of said request by the County;
- the Provider does not submit or submits incomplete or incorrect required reports or reports that indicate that expected expenditure rates are not being met within 45 days of said request by the County;

- the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program within 45 days of said request by the County;
 - the Provider discriminates under any of the laws outlined in this Agreement;
 - the Provider, attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement;
 - the Provider fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described and defined in a Corrective Action Plan (CAP);
 - the Provider fails to submit the Certificate of Corporate Status, or proof of tax status; within 45 days of said request by the County;
- and
- the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Agreement;

Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. Any waiver of any provision in this Agreement must be in writing and signed by both parties.

b. COUNTY Remedies. If the Provider breaches this Agreement, the COUNTY may pursue any or all of the following remedies:

- The COUNTY may terminate this Agreement by giving written notice to the Provider of such termination and specifying the effective date thereof. In the event of termination, the COUNTY may:

- o terminate or cancel any other contracts entered into between the COUNTY and the Provider, only if said other contract between the County and the Provider is in default.

- The COUNTY may suspend payment in whole or in part under this Agreement by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least fifteen (15) business days before the effective date of suspension. If payments are suspended, the COUNTY shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. - The COUNTY may seek enforcement of this Agreement including but not limited to by filing an action in a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including reasonable attorney's fees;

- The COUNTY may debar the Provider from future COUNTY contracting;

- If, for any reason, the Provider should attempt to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement, the COUNTY shall, whenever practicable, terminate this Agreement by giving written notice to the provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The COUNTY may terminate or cancel any other contracts which such individual or entity has with the COUNTY. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation, or material misstatement may be debarred from county contracting for up to five (5) years;

- Any other remedy available at law or equity.

8. TERMINATION.

This Agreement shall terminate upon the occurrence of any one of the following events, whichever shall occur first:

- a. TCN expends and the COUNTY funds the entire maximum grant amount; or
- b. The term of this Agreement expires, and no extension has been granted.

9. PAYMENT PROCEDURES.

The County shall pay to TCN the entire \$20,000.00 in grant funds within thirty (30) days of the complete execution of this Agreement. Payment shall be made in accordance with procedures outlined below and if applicable, the Sherman S. Winn Prompt Payment Ordinance.

a. **Reports.** In consideration for the payment of the aforementioned grant funds, TCN shall submit to ASD a Monthly Summary of Expenditures Report and a Monthly Performance Report on forms generated by the Provider. ASD must receive the Monthly Summary of Expenditures Report and the Monthly Performance Report from TCN no later than sixty (60) days after the end of the following month in which services were provided. The Monthly Summary of Expenditures Report shall reflect the expenses incurred by TCN for the month in which services were rendered and documented in the Monthly Performance Report.

b. **Closeout Reporting Process/Recapture of Funds.** No more than sixty (60) days after the expiration of the term of this Agreement, TCN shall submit Closeout Report documents to ASD. These documents shall include the report, and requested attachments, as requested by ASPCA. If after receipt of these documents, ASD determines that TCN has been paid funds not in accordance with the Contract, and to which TCN is not entitled, TCN shall return such funds to the County or submit appropriate documentation. The ASPCA shall have the sole discretion in determining whether TCN is entitled to such funds and the ASPCA'S decision on this matter shall be binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County, for the purpose of returning said funds to - ASPCA.

10. 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 the 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.

11. AUDITS.

The Provider understands that it may be subject to an audit, random or otherwise, by the Office of the Miami-Dade County Inspector General or an Independent Private Sector Inspector General retained by the Office of the Inspector General, or the COUNTY Commission Auditor. The Provider may also be subject to an internal review, random or otherwise, by the ASD.

Independent Private Sector Inspector General Reviews. The attention of the Provider is hereby directed to the requirements of Miami-Dade County Code Section 2-1076; in that the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed COUNTY programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Provider from IG, the Provider shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all COUNTY contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the COUNTY. Grant recipients are exempt from paying the cost of the audit which is normally $\frac{1}{4}$ of 1% of the total contract amount.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, COUNTY staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

Nothing in this Agreement shall impair any independent right of the COUNTY to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the COUNTY by the Provider or third parties.

12. PUBLIC RECORDS.

Public Records – Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of “Contractor” as defined in Section 119.0701(1)(a), the Provider shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Provider upon termination of this Agreement. Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Section, the term “public records” shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

Provider’s failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Provider does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the County may, at the County’s sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

13. NO THIRD PARTY BENEFICIARIES.

This Agreement has no intended or unintended third party beneficiaries.

14. SEVERABILITY.

If a provision of this Agreement is or becomes illegal, invalid or unenforceable, that shall not affect the remainder of this Agreement, which shall remain in full force and effect.

15. CONSTRUCTION OF THE AGREEMENT.

This Agreement shall not be construed against the drafter of this Agreement.

16. DOMESTIC VIOLENCE.

The Provider agrees that it is in compliance with the Domestic Violence Leave ordinance, codified as § 11A-60 et. seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against Provider.

17. COMPLIANCE WITH ALL APPLICABLE LAW.

The Provider agrees to comply with any and all applicable federal, state, county and local laws, regulations and ordinances.

18. Notices.

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:

If to the COUNTY:

Miami-Dade County Animal Services Department
7401 NW 74th Street

Miami, FL 33166-2493
Attention: Alex Muñoz, Director
Facsimile: (305) 805-1619

If to TCN:

The Cat Network Inc.
P.O. Box 347228
Miami, FL 33234

19. ASSIGNMENT.

This Agreement shall not be assignable.

20. MANNER OF PERFORMANCE.

The Provider shall provide the Services described herein in a competent and professional manner satisfactory to the COUNTY in accordance with the terms and conditions of this Agreement. The COUNTY shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Provider in all aspects of the Services. If requested by the COUNTY, the Provider shall promptly remove from the project any employee and/or agent of Provider performing services hereunder. The Provider understands that such removal of any of its employees and/or agents from providing services under this Agreement at the request of the COUNTY does not require the termination or demotion of that employee and/or agent by the Provider. Provider shall maintain full responsibility for the hiring, retention and supervision of its employees and/or agents performing services under this Agreement.

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

THE CAT NETWORK, INC., A FLORIDA
NOT FOR PROFIT CORPORATION

By: Karen Rindquist
(an authorized signatory)
Print name: KAREN RINDQUIST
Title: President

(AFFIX INCORPORATION SEAL)

ATTEST:

MIAMI-DADE COUNTY
a political subdivision
of the State of Florida

HARVEY RUVIN, CLERK

BY:

DEPUTY CLERK

Carlos A. Gimenez
County Mayor
Or Mayor's Designee

(DATE)

(DATE)

Federal Tax I.D. # 65-0121026
STATE OF FLORIDA
COUNTY OF MIAM-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

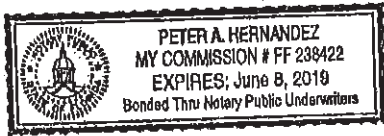
BEFORE ME, the undersigned authority, personally appeared KAREN RUNDQUIST, to me well known and known to me to be the individual described in and who executed the foregoing instrument as the PRESIDENT of THE CAT NETWORK, INC., a Florida not for profit corporation, and acknowledged to and before me that she

executed such instrument as such President of said Corporation, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 22 day of June, 2015.

(SEAL)

Signature: [Handwritten Signature]
Title: Notary Public, State of Florida



Name: [Print or type] Peter Hernandez
Serial No., if any: FF 238422
My commission expires: 6/8/19