

MEMORANDUM

Agenda Item No. 11(A)(7)

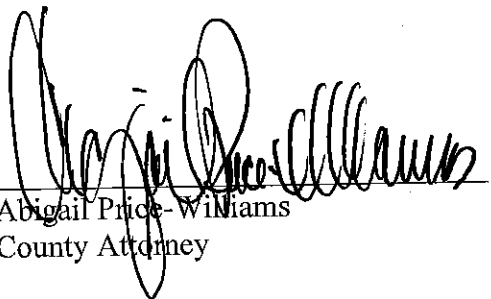
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 6, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving an Agreement with the University of Florida Board of Trustees for clinical and supervisory services in the field of veterinary medicine, authorizing the County Mayor to execute same and to exercise any and all provisions contained therein

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz, and Co-Sponsors Commissioner Audrey M. Edmonson, Commissioner Sally A. Heyman and Senator Javier D. Souto.



Abigail Price-Williams
County Attorney

APW/smm



MEMORANDUM

(Revised)

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

DATE: July 6, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(7)

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
- ☐ Statement of social equity 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. 11(A)(7)
7-6-16

RESOLUTION NO. _____

RESOLUTION APPROVING AN AGREEMENT WITH THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR CLINICAL AND SUPERVISORY SERVICES IN THE FIELD OF VETERINARY MEDICINE, AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXERCISE ANY AND ALL PROVISIONS CONTAINED THEREIN

WHEREAS, the County desires to increase the live release rate of shelter pets; and

WHEREAS, the County desires to improve spay/neuter services and veterinary medical programs through application of progressive, scientifically-based methods of individual animal and shelter management; and

WHEREAS, the County, desires to establish an unparalleled collaboration between the veterinary medical profession; academic veterinary medicine and the animal welfare community; and

WHEREAS, the County is desirous of collaborating with the University of Florida ("UF"), the state's only public College of Veterinary Medicine; and

WHEREAS, the County desires to accomplish this collaboration by entering into the attached Agreement with the University of Florida Board of Trustees ("UFBT"), for clinical and supervisory services in the field of veterinary medicine; and

WHEREAS, Under Article IX, § 7 (a) of the Florida Constitution, UF's "mission" is to achieve excellence through: 1) teaching students, 2) advancing research, and 3) providing public service for the benefit of the state's citizens; and

WHEREAS, the provision of UF's services within the scope of this Agreement operates to further these important goals by providing a public service to the County by assisting with the performance of spay and neuter surgeries and shelter medicine training; and

WHEREAS, UF will benefit from this collaboration with a nationally recognized animal shelter and a clinical veterinary facility in Miami, which will enhance UF's veterinary program and educational activities; and

WHEREAS, UF, through its educational programs for the development of veterinary medical professionals, has responsibility for the training of students and resident veterinarians who require clinical education in various veterinary medical disciplines to complete their professional development; and

WHEREAS, UF, commensurate with its tri-fold mission of education, research and service, has a Shelter Medicine Externship arrangement in which the County is a participating shelter so that the County may serve as a training site for UF veterinary students; and

WHEREAS, the County is in need of a qualified faculty veterinarian to provide supervision of UF students and residents who provide clinical services as a part of their rotation at the County's animal shelter, and UF is willing to provide such services in exchange for payment as outlined in the attached Agreement; and

WHEREAS, pursuant to the attached Agreement, UF will provide services for shelter pets, pets of low-income residents and free roaming and trap/neuter/return (TNR) community cats, which shall include spay/neuter services, veterinary medical care to injured or diseased dogs, wellness care as needed to include vaccinations, heartworm preventative and anthelmintics,

administration of oral, injectable and/or topical medications prescribed by a licensed veterinarian, maintenance of complete medical histories for each pet treated pursuant to the Agreement and veterinary technician staff support; and

WHEREAS, pursuant to Resolution Nos. R-583-12 and R-476-13, the programs outlined in the attached Agreement are aligned with the County's plan to achieve a no-kill shelter,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the attached Agreement with the University of Florida Board of Trustees for clinical and supervisory Services in the field of veterinary medicine; authorizes the County Mayor or the County Mayor's designee to execute same; and to exercise any and all other rights conferred therein.

The Prime Sponsor of the foregoing resolution is Commissioner Jose "Pepe" Diaz, and the Co-Sponsors are Commissioner Audrey M. Edmonson, Commissioner Sally A. Heyman and Senator Javier D. Souto. It 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 6th day of July, 2016. 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

**AGREEMENT BETWEEN
MIAMI-DADE COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
AND
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES,
FOR CLINICAL AND SUPERVISORY SERVICES
FOR A
VETERINARY SERVICES, SPAY/NEUTER,
AND BEHAVIORAL ENRICHMENT PROGRAM**

THIS AGREEMENT ("Agreement"), effective as of the later date signed by both parties below (the "Effective Date"), by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("COUNTY" herein), and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES** ("UNIVERSITY" herein), a public body corporate of the State of Florida, **FOR THE BENEFIT OF THE DEPARTMENT OF SMALL ANIMAL CLINICAL SCIENCES, COLLEGE OF VETERINARY MEDICINE, UNIVERSITY OF FLORIDA,**

WITNESSETH:

WHEREAS, the COUNTY, through its Animal Services Department ("ASD") desires to increase the live release rate of shelter pets;

WHEREAS, the COUNTY, through its Animal Services Department desires to improve spay/neuter services and veterinary medical programs through application of progressive, scientifically based methods of individual animal and shelter management;

WHEREAS, the COUNTY, through its Animal Services Department desires to establish an unparalleled collaboration between the veterinary medical profession; academic veterinary medicine, and the animal welfare community;

WHEREAS, the COUNTY, through its Animal Services Department is desirous of collaborating with the University of Florida, the state's only public College of Veterinary Medicine;

WHEREAS, Under Article IX, § 7 (a) of the Florida Constitution, UNIVERSITY's purpose or "mission" is to achieve excellence through: 1) teaching students, 2) advancing research, and 3) providing public service for the benefit of the state's citizens, the provision of UNIVERSITY's services within the scope of the arrangement described hereunder operates to further these important goals by providing a public service to the COUNTY by assisting with the spay neuter clinic (surgeries) and with aspects of shelter medicine (provide training), and through which UNIVERSITY will benefit from collaboration with a nationally recognized shelter and a clinical setting in Miami, for UNIVERSITY'S services and educational activities;

WHEREAS, UNIVERSITY, in its educational programs for the development of veterinary medical professionals, has responsibility for the training of students and resident veterinarians who require clinical education in various veterinary medical disciplines to complete their professional development;

WHEREAS, UNIVERSITY commensurate with its tri-fold mission of education, research and service, has a Shelter Medicine Externship arrangement in which COUNTY is a participating shelter so that COUNTY may serve as a training site for UNIVERSITY students;

WHEREAS, COUNTY is in need of a qualified faculty veterinarian to provide supervision of UNIVERSITY students and residents who provide clinical services as a part of their rotation at COUNTY, and UNIVERSITY is willing to provide such services; and

WHEREAS, pursuant to Resolution R-583-12 and R-476-13 the programs outlined in this agreement are aligned with the plan to achieve a no-kill shelter;

NOW, THEREFORE, for and in consideration of these premises, the terms and conditions hereinafter set forth, and the mutual benefits each unto the other flowing, the parties hereto agree as follows:

I. UNIVERSITY RESPONSIBILITIES

1.01 Assignment of UNIVERSITY's Faculty Veterinarian. During the term of this Agreement, UNIVERSITY, through assignment of an appropriately qualified, licensed, and experienced UNIVERSITY-employed faculty veterinarian(s) ("Faculty Veterinarian(s)"), and veterinary technician ("Technician") to COUNTY' facility(ies) located at 3599 NW 79th Avenue, Doral, FL 33166 ("Facility"), shall provide 1.25 full-time equivalent ("FTE") professional clinical and supervisory services, and 1.0 FTE veterinary technician support, as needed for purposes of establishing a UNIVERSITY clinical services, spay neuter, and behavioral enrichment program at COUNTY and ensuring appropriate supervision of UNIVERSITY students and resident veterinarians in their treatment of shelter animals at COUNTY Facility(ies). The parties agree that Maria A. Serrano, D.V.M. shall be the .25 FTE Faculty Veterinarian, and UNIVERSITY will designate their own veterinarian in the future at their discretion. which shall be the 1.0 FTE Faculty Veterinarian assigned to perform the responsibilities set forth herein.

1.02 Description of UNIVERSITY Program Services. UNIVERSITY shall be responsible for the following:

- i. Ensuring all shelter pets and community cats clinically managed through the South Florida Shelter Medicine Alliance are treated with kindness, dignity and respect.
- ii. Providing for shelter animals only, as high volume, high quality spay/neuter services as possible within constraints of good practices for teaching of UNIVERSITY's students, which shall not exceed a ratio of three (3) groups of two (2) students each.
- iii. Assist in the provision of veterinary medical care to injured or diseased dogs and cats for those shelter animals who are under the care and control of ASD.
- iv. Providing wellness care, for shelter animals only, as needed to include vaccinations, heartworm preventative and anthelmintics. Administration of oral, injectable and/or topical medications prescribed by a veterinarian licensed to practice in the state of Florida.
- v. Maintaining complete medical histories for each animal clinically treated through the Program.
- vi. Providing veterinary technician staff support as UNIVERSITY determines is necessary to assist its faculty veterinarian assigned to provide services herein, and as will minimize the impact to the COUNTY.
- vii. Administration of UNIVERSITY's Program.
- viii. Provide continuing education for COUNTY staff veterinarians in Shelter Medicine and Forensic Medicine. UNIVERSITY agrees to provide this continuing education at no additional charge to COUNTY and will also encourage the COUNTY veterinary technicians who cannot sign up for the graduate courses to shadow service or attend Technician continuing education.

1.03 Hours and Location of Services. UNIVERSITY, through its assigned Faculty Veterinarian and Technician support, shall provide the described professional clinical and supervisory services on-site at COUNTY' Facility(ies) on a five-day-per-week receiving schedule at times mutually agreed-upon by the parties.

1.04 Medical Records. UNIVERSITY shall, in accordance with policies of COUNTY, direct its staff and student to promptly prepare and file a medical history report with the COUNTY Facility(ies) of all examinations, procedures, and other veterinarian services performed pursuant to this Agreement. Notwithstanding the forgoing, COUNTY staff shall input all spay and neuter services.

1.05 Adherence to Regulatory Requirements and Policies and Procedures. UNIVERSITY, through its assigned Faculty Veterinarian, shall provide clinical services hereunder in accordance with the policies, procedures, by-laws, rules and regulations of COUNTY as mandated by federal, state and/or licensing board requirements, provided such

policies, procedures, by-laws, rules and regulations do not conflict with those of UNIVERSITY. UNIVERSITY shall cooperate with COUNTY to ensure that Faculty Veterinarian complies with all applicable requirements and recommendations, and all applicable state and federal licensing and accrediting bodies.

1.06 Professional Judgment. Services of UNIVERSITY'S Faculty Veterinarians and Vet Technician shall at all times be under the exclusive control and supervision of UNIVERSITY while performing UNIVERSITY Program Services as described in Section 1.02. COUNTY acknowledges and agrees that it shall not exercise control or direction over the means, methods, or manner by which the assigned UNIVERSITY Veterinarians exercise professional judgment in the provision of services as set forth herein. The COUNTY shall collaborate with the UNIVERSITY's Faculty Veterinarians to ensure provision of services are in accordance with standard operating procedures and Miami-Dade County Code. UNIVERSITY shall remove any person placed by UNIVERSITY under this agreement for the commission of any violation of the COUNTY'S personnel rules that would make the person subject to disciplinary action under the rules if such person were an employee of the COUNTY, without reference to any rights to appeal or other procedural protection that would be applicable to employees.

1.07 Unavailability or Replacement of Faculty Veterinarian. If the Faculty Veterinarian assigned becomes permanently unavailable, for any reason, to perform services hereunder, UNIVERSITY shall use best efforts to replace such individual with another qualified replacement through UNIVERSITY recruitment efforts or from within UNIVERSITY's own personnel. However, in the event of the permanent unavailability of the assigned Faculty Veterinarian and no available acceptable replacement, this Agreement may be terminated immediately in accord with Article IV., but without regard to Section 4.03 of the Agreement.

1.08 Temporary Replacement. UNIVERSITY shall notify COUNTY with the name of the UNIVERSITY Faculty Veterinarian(s) who shall be assigned by UNIVERSITY, when the primary Faculty Veterinarian is temporarily unavailable to provide the service described herein.

II. COUNTY RESPONSIBILITIES

2.01 Grant of Rights. The COUNTY hereby grants the UNIVERSITY the right to administer supported veterinary services, spay/neuter and behavioral enrichment for pets under the care and control of COUNTY's Animal Service Department, subject to the responsibilities set forth in Section

2.02 Operational Requirements The COUNTY shall be responsible for the following:

- i. Identifying at-risk shelter pets for inclusion in the South Florida Shelter Medicine Alliance Program.
- ii. Other than UNIVERSITY's assigned Technician, , provide all personnel, equipment, and other clinical or administrative support services as are reasonably required for UNIVERSITY's Faculty Veterinarian to provide the services described herein.
- iii. Administer and operate COUNTY' Facility(ies) in accordance with applicable federal, state, or local policies, rules, laws, and regulations.
- iv. Assign a Contract Manager (the Director of COUNTY's ASD or designee) to monitor the Program to ensure compliance with Chapter 5 of the Miami-Dade County Code.
- v. Providing technical support and expertise in the field of shelter medicine, provided UNIVERSITY students shall at all times be under the exclusive oversight and supervision of UNIVERSITY's Faculty Veterinarian.
- vi. Engaging the South Florida Veterinary Medical Association in support of the Program.
- vii. Providing recommendations for scheduled rotations of students by UNIVERSITY. All guidelines and curriculum for students shall be developed and approved by UNIVERSITY.

2.03 Promotion. COUNTY shall comply with UNIVERSITY's requirements for obtaining written consent or the right to use the name, logo, or likeness of UNIVERSITY, or UNIVERSITY's staff, in any signage, advertising,

or promotional material. Prior to using the name, logo, or likeness of the UNIVERSITY, or any of UNIVERSITY's staff, in any signage, advertising, or promotional material ("Proprietary Material"), requests for use of UNIVERSITY's Proprietary Material must be presented to, and approved by the Chief Communications Officer and Associate Vice President for Health Affairs, UF Health Communications, P. O. Box 100253, University of Florida, Gainesville, FL 32610-0253, telephone (352) 273-5810; fax (352) 392-9220-9220. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

2.04 Scheduling of Appointments. COUNTY shall be responsible for scheduling all appointments and Communicating, five (5) business days in advance, to the assigned UNIVERSITY Veterinarian(s) the actual days and hours when services are needed and UNIVERSITY Veterinarians will need to be present at COUNTY's Facility.

III. COMPENSATION, ADJUSTMENTS, AND REIMBURSEMENT FOR ACCRUED LEAVE

3.01 Compensation for Services. Commencing on the Effective Date of this Agreement, the COUNTY agrees to pay on an annual basis to UNIVERSITY, the amount identified as COUNTY'S Estimated Contribution in the Attached Exhibit A. The COUNTY'S Estimated Contribution is an annual amount equivalent to fifty percent (50%) of certain prorated estimated salaries and benefits incurred by UNIVERSITY for or on behalf of the UNIVERSITY employed Faculty Veterinarians and technician assigned by UNIVERSITY to render services pursuant to this Agreement. The total annual budget for UNIVERSITY's services described herein (referred to hereinafter as the "Annual Amount") is set forth in **Exhibit A**, attached here and by this reference incorporated herein. UNIVERSITY's provision of the veterinary services described herein shall be contingent at all times upon funding of the remaining 50% of the Annual Amount. UNIVERSITY shall have no obligation to provide the services described under this Agreement if funding for 100% of the Annual Amount specified on **Exhibit A** cannot be confirmed. Within thirty (30) days of the end of each year of the contract, the parties shall perform a reconciliation of the actual amounts of the salaries and benefits, and the COUNTY shall pay, or be reimbursed, any amount which results from the reconciliation of actual to estimates.

3.02 Annual Adjustment. Both parties further recognize that the Annual Amount may be subsequently adjusted in an amount not to exceed 5% per annum, consistent with UNIVERSITY's personnel and payroll policies, and COUNTY hereby agrees to continue to pay to UNIVERSITY 50% of the salary and administrative costs of UNIVERSITY for Faculty Veterinarian subsequent to any adjustments. It is the intent of the parties hereto that such adjustments shall be accomplished without modifying or amending this Agreement. In the event the Annual Amount specified herein, requires adjustment, UNIVERSITY shall notify COUNTY in writing as soon as possible following UNIVERSITY's knowledge of the adjusted amount, but no later than thirty (30) calendar days following the date of said knowledge. Any other modification or revision of this Agreement shall be incorporated in a formal written amendment to this Agreement, as described in **Section 4.02** herein.

3.03 Reimbursement for Accrued Leave. At such time as when this Agreement is terminated, COUNTY shall reimburse UNIVERSITY within thirty (30) calendar days from date of termination for 100% of the remaining value of the accrued sick and annual leave earned by the UNIVERSITY-assigned Faculty Veterinarian while performing the services described herein, and which Faculty Veterinarian is entitled to receive pursuant to UNIVERSITY's human resources policies.

3.04 Payment to UNIVERSITY. Based on the amounts set forth in **Exhibit A** attached hereto, fifty percent (50%) of the Annual Amount is estimated to equal One Hundred Twenty Thousand Nine Hundred Fifty-Eight Dollars (\$120,958), and shall be paid in advance by COUNTY to UNIVERSITY on a monthly basis in an amount equal to Ten Thousand Seventy-Nine Dollars and Eighty-Three Cents (\$10,079.83) ("Monthly Amount"). UNIVERSITY shall invoice COUNTY, in advance, for each quarter that this Agreement is in effect, for services to be rendered in that quarter. COUNTY shall make payment by check to UNIVERSITY, within ten (10) days of receipt of invoice from UNIVERSITY. Checks shall be made payable to "UF FVMFA", and shall be forwarded to Mr. John Haven, Director, Medical and Health Administration, College of Veterinary Medicine, University of Florida, 2015 SW 16th Avenue, Room V1-130A, Gainesville, Florida 32610.

IV. TERM, TERMINATION, AMENDMENT

4.01 Effective Date. This Agreement shall be effective as of the Effective Date set forth above, and shall continue in full force and effect, until June 30, 2019 unless earlier terminated or amended as described herein. The parties shall meet three (3) months prior to the expiration of this Agreement to discuss renewal.

4.02 Amendments. The terms of this Agreement may be amended at any time by formal written amendment to this Agreement, executed by both parties. Such amendments may have a retroactive effective date. All amendments shall be attached to and become a part of this Agreement.

4.03 Termination. COUNTY and UNIVERSITY agree that this Agreement may be terminated at any time by mutual agreement, or by either party with or without cause with ninety (90) calendar days prior written notice of intent to terminate, given to the representative of the other party hereto in accordance with Section 7.01 of this Agreement. Notwithstanding the foregoing, the parties acknowledge that (1) the UNIVERSITY's provision of services described hereunder necessitated employment of personnel, and (2) UNIVERSITY has specific policies and rules regarding required termination notices for all UNIVERSITY personnel. If COUNTY requests the removal of the assigned Faculty Veterinarian and UNIVERSITY removes said UNIVERSITY faculty, COUNTY shall continue to make payment to UNIVERSITY for up to 365 days covering that Faculty Veterinarian's employment cost and expenses incurred by UNIVERSITY, as set forth in this Agreement. UNIVERSITY shall use its best efforts to find alternative employment opportunities within UNIVERSITY for such UNIVERSITY faculty. In the event the affected UNIVERSITY personnel is placed in an alternative employment opportunity with UNIVERSITY, COUNTY shall only be responsible to the UNIVERSITY for the payment of the difference between the revenues generated by or attributable to that individual in the alternative UNIVERSITY employment opportunity and the employment costs that the UNIVERSITY would have incurred in relation to that individual had this Agreement remained in effect. The parties agree and understand that COUNTY shall have the option of obligating UNIVERSITY to continue to provide the services of UNIVERSITY personnel pursuant to the terms of this Agreement and the termination date shall be extended for any period of time during which COUNTY is obligated to make payment to UNIVERSITY for employment costs.

4.04 Effects of Termination. Termination of this Agreement shall not affect any rights or obligations of the parties hereunder which shall have previously accrued, or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

V. INDEPENDENT CONTRACTORS

5.01 Independent Contractors. Pursuant to and in performance of this Agreement, the parties are and shall be deemed independent contractors; no agent, servant, contractor, or employee of one party is or shall be deemed an agent, servant, contractor, or employee of the other party, and no party hereto shall receive any benefits other than those expressly provided herein. All UNIVERSITY personnel rendering services pursuant to this Agreement are employees/agents of the UNIVERSITY. Regardless of anything contained in or implied by this Agreement to the contrary, any UNIVERSITY employee or agent performing the services described herein shall remain an employee or agent of UNIVERSITY, subject at all times to UNIVERSITY's policies and procedures, and shall in no way be deemed an employee or agent of COUNTY. UNIVERSITY's students, residents, or other employees or agents shall wear pictured nametags identifying their status with UNIVERSITY while performing services pursuant to this Agreement.

VI. PROFESSIONAL LIABILITY COVERAGE

6.01. UNIVERSITY's Liability Protection. To the extent that the State of Florida, on behalf of the Board of Governors and the UNIVERSITY, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by § 768.28, Florida Statutes, UNIVERSITY is protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars (\$200,000.00) and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars (\$300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of § 1004.24, Florida Statutes. Personnel and agents of UNIVERSITY are not individually

subject to actions arising from their state functions. Any damages allocated against UNIVERSITY as prescribed § 766.112, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of UNIVERSITY in professional liability actions. The sole remedy available to a claimant to collect damages allocated to UNIVERSITY is as prescribed by § 768.28, Florida Statutes. All liability protection described in this Section is on an "occurrence" basis. The University of Florida Health Center Self Insurance Program provides ongoing protection with no expiration.

6.02. COUNTY's Liability Protection. COUNTY represents that it is self-insured or insured for liability insurance in accordance with §768.28 Florida Statutes. COUNTY shall provide evidence of such insurance upon reasonable request of UNIVERSITY.

VII. NOTICES

7.01 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:

- a. If to the COUNTY:
Miami-Dade County Animal Services Department
3599 NW 79th Avenue
Doral, FL 33166-2493
Attention: Alex Muñoz, Director
Facsimile: (305) 805-1619
- b. If to UNIVERSITY:
University of Florida College of Veterinary Medicine
Attn: James W. Lloyd, D.V.M, Ph.D.
2015 SW 16th Avenue
Gainesville, FL 32608

7.02 Change in Notice Representative. If, after this Agreement is executed, a party designates a new representative to accept notice, the party shall furnish the new representative's name and address, in writing, to the other party, and a copy of the notice shall be attached to this Agreement.

VIII. MISCELLANEOUS

8.01 Scope of Low-Income/ Low Cost Spay/Neuter (or Full-Service) Program. The UNIVERSITY veterinary shelter medicine services provided pursuant to this Agreement are exclusively for the benefit of shelter animals with no private owner, and are not intended in any way to supplant the full-service care provided by community veterinarians to privately owned pets. To the extent that privately owned pets are brought to COUNTY Facility for spay/ neuter or other shelter medicine services, the provision of such services by UNIVERSITY, shall be limited to those resident owners who meet strict income qualifications, which are even more restrictive than those resident owners who are eligible to participate in the COUNTY's income-qualified program.

8.02 Clinical Education. UNIVERSITY's resident veterinarians will be supervised by UNIVERSITY in accordance with institutional and program policies and procedures as defined by the AVMA. COUNTY understands and accepts that UNIVERSITY's resident veterinarians perform clinical services in fulfillment of their educational training as defined by UNIVERSITY. Such training shall comply with the essentials of accredited residencies in graduate education as defined by AVMA. COUNTY acknowledges that an essential requirement of such accreditation is that as resident veterinarians gain more knowledge and skill, UNIVERSITY affords resident veterinarians greater latitude to make decisions and treat animal patients under the supervision of UNIVERSITY. UNIVERSITY shall maintain institutional and program policies and procedures as defined by AVMA that ensure that all resident veterinarians are supervised when performing their assigned clinical care responsibilities.

8.03 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors

or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

8.04 Assignability. This Agreement or any duty or obligation of performance hereunder may not be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

8.05 Binding Agreement. Neither this Agreement nor any amendments hereto shall be binding on the parties until they have been executed by the duly authorized representatives of UNIVERSITY and COUNTY, at which time the Agreement and/or amendment shall become effective as of the indicated effective date of each.

8.06 Legislative Appropriation. UNIVERSITY's performance and obligation under this Agreement are contingent upon an annual appropriation by the Florida Legislature. The COUNTY's performance and obligations under this Agreement shall be contingent upon an annual appropriation by the Board of County Commissioners.

8.07 Governing Law. UNIVERSITY contracts are governed by and interpreted under the laws of the State of Florida, without reference to its conflicts of laws principles, and the jurisdiction/venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise, in connection with, or by reason of the Agreement shall be in Alachua County, Florida

8.08 Performance. Failure of either party to insist upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term or condition, and the obligations of either party with respect thereto shall continue in full force and effect.

8.09 Enforceability. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of any other provision of this Agreement shall not be affected.

8.10 Entirety of Agreement. This Agreement states the entire contract between the parties in respect to the subject matter of this Agreement and supersedes any oral or written proposals, statements, discussions, negotiations or other agreements before or contemporaneous to this Agreement. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in this Agreement.

8.11 Public Records. UNIVERSITY shall be required to:

- (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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and 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 public agency in a format that is compatible with the information technology systems of the public agency.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in several counterparts, each of which shall be deemed an original, as of the Effective Date first above set forth.

MIAMI-DADE COUNTY,
A POLITICAL SUB-DIVISION OF
THE STATE OF FLORIDA

THE UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES, FOR THE BENEFIT OF
THE DEPARTMENT OF SMALL ANIMAL
CLINICAL SCIENCES, COLLEGE OF
VETERINARY MEDICINE,
UNIVERSITY OF FLORIDA

By: _____

County Mayor or Mayor's Designee

Date

By: _____
James W. Lloyd, D.V.M, Ph.D. Date
Dean, College of Veterinary Medicine
University of Florida

Federal Tax I.D. #59-6000573

Exhibit A – Annual Budget

Miami-Dade Animal Services				
Faculty & Staff				
	FTE	Salary	Benefits (27.8% & 45.6%)	Amount
Veterinarian (Clinical Assistant Professor)	1.00	\$117,370.89	\$32,629.11 \$ 2,000.00 (CE)	\$152,000.00
Assistant Faculty Dr Serrano	0.25	\$29,342.72	\$8,157.28	\$37,500.00
CVT	1.00	\$36,000.00	\$16,416.00	\$52,416.00
Total Salary	2.25	\$182,713.62	\$57,202.38	\$241,916.00
COUNTY'S Estimated Contribution			@ 50%* =	\$120,958.00
Student Related Items				
Housing Options	Pending			
Coast Guard base	Pending			
Community College	Pending			
Florida International University	Pending			
Course Requirements				
Software -grading etc	Pending			
Operational expenses.	Pending			

*Current Agreement would be 50% cost sharing between UF and Miami-Dade Animal Services provided remaining 50% of costs are confirmed from other sources of funding (FMVA approached)

**INTERNAL UNIVERSITY ACKNOWLEDGING SIGNATURES TO AGREEMENT BETWEEN THE
UNIVERSITY OF FLORIDA BOARD OF TRUSTEES AND MIAMI-DADE COUNTY ANIMAL
SERVICES DEPARTMENT, FOR CLINICAL AND SUPERVISORY SERVICES FOR A VETERINARY
SERVICES, SPAY/NEUTER, AND BEHAVIORAL ENRICHMENT PROGRAM**

ACKNOWLEDGED:

By: _____
Rowan J. Milner, Ph.D.
Hill's Associate Professor of Oncology and Chair
Department of Small Animal Clinical Sciences
College of Veterinary Medicine
University of Florida

By: _____ Date _____
David S. Guzick, M.D., Ph.D.
Senior Vice President, Health Affairs
University of Florida
President, UF Health