

Date: December 18, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 9(A)(2)(B)

From: George M. Burgess
County Manager

R-1378-07

Subject: Resolution Authorizing Agreement with the Humane Society of Greater Miami to Operate the Mobile Animal Clinic

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution authorizing execution of an agreement with the Humane Society of Greater Miami/Adopt-A-Pet to operate the County's Mobile Animal Clinic (M.A.C.) in order to continue providing free spay/neuter services in the community.

Scope

The Humane Society of Greater Miami operates a shelter and a low cost clinic in Palmetto Bay providing spay/neuter surgery and preventive care. In an effort to continue to offer this much needed service in the community, qualifying low-income constituents will be eligible for free spay/neuter services on the M.A.C. unit when scheduled through the Humane Society of Greater Miami (HSGM). The term of the agreement is until September 30, 2008.

Fiscal Impact/Funding Source

The adopted FY2007-08 budget did not include funding for the operation of the M.A.C. due to budgetary constraints. However, since the M.A.C. unit is paid in full, the unit is still used for adoption and community events, and fixed costs associated with the bus, i.e. insurance, maintenance, etc. are reflected in the departmental budget projections. HSGM has received grant money to provide free spay/neuter surgeries to constituents who qualify as low income, and will be incurring all other costs associated with spay/neuter surgeries as per the agreement (attached).

The cost of running the unit is over \$200,000 per year to operate which includes pharmaceutical supplies and staff. One Veterinarian, one Veterinary Technician and one Animal Care Specialist are needed to operate the unit. In addition to daily operational and personnel-related costs, operation of the M.A.C. unit had other impacts on the shelter resources. With the approval of this agreement, these 3 positions will be moved to the main shelter to provide much needed staffing, while allowing for continued free spay/neuter services for the community.

Track Record/Monitor

This is the first time that such partnership is being implemented. This agreement will be monitored by the Animal Services Department in collaboration with the Executive Director of the Humane Society of Greater Miami.

Background

The M.A.C. unit was purchased in 1994 and has since been predominantly used as a mobile spay/neuter clinic. The unit has been paid in full through the Vehicle Replacement Trust Fund. When Animal Services became an independent department in FY 2005-06, the unit was operational two days a week and 998 surgeries were performed. In FY 2006-07, 718 surgeries were performed; there was a decrease this year when the unit was removed from service due to budgetary constraints.

The proposed agreement will provide for the continuation of these critical services to the community. HSGM will also operate the unit two days per week, and shall use the M.A.C. to serve predominantly underprivileged neighborhoods. The agreement provides for minimum standards of performance, including reasonable efforts to perform at least 24 surgeries per day for a total of 1,300 spay/neuter surgeries within a 12 month period.

The Animal Services Department handles over 34,000 pets per year. The overpopulation crisis can best be addressed through low cost, high volume spay/neuter programs. This partnership is one example of the collaborative efforts the department has made with community organizations in order to more effectively address this crisis while within the resources available.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: December 18, 2007

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

SUBJECT: Agenda Item No. 9(A)(2)(B)

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(2)(B)
12-18-07

RESOLUTION NO. R-1378-07

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH HUMANE SOCIETY OF GREATER MIAMI TO OPERATE MOBILE ANIMAL CLINIC TO PROVIDE FREE SPAY/NEUTER SERVICES AND AUTHORIZING THE COUNTY MAYOR TO EXERCISE CANCELLATION AND CONTRACT EXTENSION 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 his designee to execute an agreement with the Humane Society of Greater Miami/Adopt-A-Pet to operate the Animal Services Department's Mobile Animal Clinic to provide free spay/neuter services in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or designee to exercise the cancellation and renewal provisions contained therein.

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

	Bruno A. Barreiro, Chairman	aye	
	Barbara J. Jordan, Vice-Chairwoman	aye	
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of December, 2007. 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: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. *DAK*

Dennis A. Kerbel

5



PROGRAM NAME: HUMANE SOCIETY OF GREATER MIAMI/MOBILE ANIMAL CLINIC SPAY/NEUTER PROGRAM
DATE: TBA

PARTNER PROGRAM AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into as of this ___ day of _____, 2007, by and between the Humane Society of Greater Miami/Adopt-A-Pet, Inc. (the "HSGM"), 16101 W. Dixie Highway, Miami, FL 33160, and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "COUNTY").

WITNESSETH:

WHEREAS, there is an overpopulation of companion animals in Dade County; and

WHEREAS, the COUNTY, through its Animal Services Department, owns a Mobile Animal Clinic (the "MAC") but currently does not have the financial resources to operate the MAC to its fullest capacity; and

WHEREAS, the HSGM has volunteered to operate the Mobile Animal Clinic to provide free spay/neuter surgeries to the pets of qualified Miami-Dade County residents,

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

1. DEFINITIONS.
 - a. "Department" shall mean the Miami-Dade County Animal Services Department.
 - b. "Director" shall mean the Director of the Department.

- c. "MAC" shall mean the Mobile Animal Clinic owned by the County and maintained by the Department.
- d. "Qualified Resident" shall mean a resident of Miami-Dade County who receives federal assistance and who provides one of the following forms of proof of federal assistance:
 - i. Food stamps
 - ii. Medicaid
 - iii. Supplemental social security income
 - iv. Aid for Families with Dependent children
 - v. Jackson Clinic card

2. GRANT OF RIGHTS. The COUNTY hereby grants the HSGM the right to utilize the MAC to provide free spay/neuter services to the pets of Qualified Residents, subject to the following provisions:

- a. HSGM shall be responsible for providing the following:
 - i. All personnel necessary to operate the MAC, including without limitation 1 veterinarian and 2 veterinary technicians. One of the HSGM personnel will be a driver, who shall have the appropriate Florida driver's license and who shall obtain approval from the Risk Management Division of the COUNTY's General Services Administration prior to operating the MAC.
 - ii. The following equipment: oxygen for surgeries, suture supplies, surgical tools, and pharmaceutical supplies including pain relief for all surgery patients.
 - iii. All post-surgical cleaning
 - iv. Scheduling
 - v. Advertising and promotion through newspapers, television, and other media.
- b. The COUNTY shall be responsible for providing the following:
 - i. Gasoline for the MAC
 - ii. The following surgical equipment: anesthesia machine, autoclave, surgery table, surgery lights
 - iii. Responsibility for any property damage to the MAC, whether the damage arose from the acts or omissions of HSGM or otherwise..
 - iv. Vehicle maintenance for the MAC
 - v. Advertising and promotion through 3-1-1 and County or Department website.
 - vi. Serving as the responsible veterinarian for the MAC premise permit.
 - vii. The COUNTY reservation list of 4,000 or more names that are awaiting surgery.

- c. HSGM shall use the MAC to serve predominantly underprivileged neighborhoods with minimal geographic access to service, including without limitation the following areas and zip codes: Opa Locka (33055); Design District (33150); Sweetwater (33172); Homestead (33033); Performing Arts Center (33132); Liberty City (33142).
- d. HSGM shall make reasonable efforts to perform a total of 1,300 spay/neuter surgeries within a 12-month period. HSGM shall make reasonable efforts to perform at least 24 surgeries per day that HSGM uses the MAC, distributed as follows: 6 female dogs; 6 male dogs; 6 female cats; 6 male cats.
- e. HSGM shall establish a daily surgery schedule that accommodates reservations and walk-ins. HSGM shall make the MAC available for the excess reservations and walk-ins on the next day or as soon thereafter as feasible.
- f. HSGM shall coordinate with the Department to establish a mutually agreeable schedule for use of the MAC.

3. TERM. The rights herein granted shall begin on October 1, 2007 (the "Commencement Date"), and shall continue until September 30, 2008 (the "Term"), unless earlier terminated pursuant to Paragraph 6. If the HSGM wishes to extend the Term beyond September 30, 2008, they have the option to do so by giving written notice to the COUNTY.

4. INSURANCE. HSGM shall furnish to the Department, 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 the HSGM 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; it is provided, however, that HSGM shall not be obligated to obtain Automobile Liability Insurance covering the MAC.

d. Professional Liability Insurance in an amount not less than \$250,000.

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.

5. INDEMNIFICATION. The HSGM agrees to use reasonable care to prevent damage to the MAC unit. Except where related to property damage to the MAC as provided in section 2.b.iii. herein, the HSGM 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 HSGM or its employees, agents, servants, partners, principals, or subcontractors from the operation of the MAC by the HSGM or its employees, agents, servants, partners, principals, or subcontractors. The HSGM 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, except where related to property damage to the MAC as provided in section 2.b.iii. herein. The HSGM expressly understands and agrees that any insurance protection provided by the HSGM 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. TERMINATION. Either party may terminate this Agreement at any time and for any reason. 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.

7. 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 HSGM 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.

8. 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
7401 NW 74th Street
Miami, FL 33166-2493
Attention: Dr. Sara Pizano, Director
Facsimile: (305) 884-3447

b. If to the HSGM:

Humane Society of Greater Miami/Adopt-A-Pet
16101 W. Dixie Highway
North Miami Beach, Florida 33160
Attention: Emily Marquez, Executive Director
Facsimile: 305-696-4434

9. ASSIGNMENT. This Agreement shall not be assignable.

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

Emily Marquez

By: Emily Marquez
(an authorized signatory)

AGREED TO AND ACCEPTED:

MIAMI-DADE COUNTY
ANIMAL SERVICES DEPARTMENT

Name:
Title:

Federal Tax I.D. # 65-0121026

STATE OF FLORIDA
COUNTY OF MIAM-DADE

BEFORE ME, the undersigned authority, personally appeared Emily JOSEFINA Marquez, to me well known and known to me to be the individual described in and who executed the foregoing instrument as the Executive Director of HSGM, and acknowledged to and before me that he executed such instrument as such _____ of said _____, and that said instrument is the free act and deed of said limited liability company. FLDL MIA22 BID 63725D
E. 6-24-94
E. 6-25-12

WITNESS my hand and official seal this 9 day of November, 2007.

(SEAL)

Tanisha Denise Johnbaptiste
Signature: _____
Title: Notary Public

TANISHA DENISE JOHNBAPTISTE
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. DD694705
COMMISSION EXPIRES: JULY 12, 2011

Name: [Print or type] Tanisha Denise Johnbaptiste
Serial No., if any: _____
My commission expires: 7/12/11

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: _____