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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 9(A)(2)

Date: July 1, 2014

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving Grant Funding to Enter Into a Partner Program Agreement for a Low-Cost Community Spay/Neuter Program Resolution No. R-623-14

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing award of a grant to the South Florida Veterinary Foundation (SFVF) for the provision of low-cost spay and neuter services to income-qualified dog and cat owners. The SFVF will work with all veterinary clinics and hospitals in Miami-Dade County through a voucher system that will provide a reimbursement to veterinarians performing sterilization surgeries as described below and as outlined in the attached partner program agreement.

Scope

The impact of this item is countywide in nature as all services rendered under the grant will be available to all income-qualified residents of Miami-Dade County.

Fiscal Impact/Funding Source

Funding for this grant will be provided by the Animal Services Department (ASD) as part of the County's No Kill Initiative (Resolution No. R-1050-12). The initial grant award is recommended at $100,000. Authority is also requested for an additional grant of $100,000 to be approved by the Mayor upon completion of the initial grant award.

Track Record/Monitor

ASD Operations and Enforcement Chief, Kathy Labrada, will monitor the surgical performance and ASD Chief of Licensing and Finance, Virginia Diaz, will monitor contractual compliance.

Background

On June 4, 2013, the Board adopted the No Kill Implementation report developed by ASD at the direction of the Mayor. The FY 2013-14 budget included an additional $4 million for ASD to continue its development of No Kill initiatives. During the policy discussion for use of the funding, staff was directed to work with the private veterinary community in implementing one of the most critical components of the No Kill plan by increasing access to spay and neuter services in our community.

The SFVF is a charitable veterinary foundation located in Miami-Dade County. It is comprised of local veterinarians, in conjunction with Friends of the Foundation which is a

core group of volunteers. It is a duly incorporated 501(c)3 registered with the State of Florida (corporate documents and officers are provided with the Partner Program Agreement).

Partnering with the SFVF provides a unique opportunity as there are no other non-professional and local not-for-profit groups that have local veterinarians as members. The partnership also provides for significant public access to these services as all local licensed veterinary offices (approximately 150) located in Miami-Dade County will be eligible to provide this service. Additionally, the SFVF will serve as administrator of the reimbursements as included in the attached partner program agreement. SVFV will receive a $5 administrative fee per surgery for their work in support of the spay and neuter initiative. This will help avoid additional administrative cost to the County. The SFVF will also provide marketing and outreach of these services through its own resources and efforts.

The rates that the veterinarians will be reimbursed and the co-pay to be provided by individual income-qualified pet owner are included in the table below. A $10 rabies reimbursement is included as an allowable expense as the vaccine is required at time of surgery for pets without a current vaccination. ASD staff has determined that these rates are reasonable and will monitor performance of this program and present any recommended changes to the Board.

It is estimated that approximately 1,000 – 1,200 surgeries can be performed with the initial allocation.

Spay/Neuter Reimbursement Fees

Surgery Reimbursement				Pet Owner Co-Pay				Total Payment to Vets/Clinics (incl. Pet Owner Co-Pay)				Rabies Reimbursement (if required at time of surgery)			
Cats		Dogs		Cats		Dogs		Cats		Dogs		Cats		Dogs	
M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
$40	$75	$75	$120	$10	$10	$20	$20	$50	$85	$95	$140	$10	$10	$10	$10

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: July 1, 2014

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

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

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

__✓__ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(2)
7-1-14

RESOLUTION NO. R-623-14

RESOLUTION APPROVING A PARTNER PROGRAM AGREEMENT WITH THE SOUTH FLORIDA VETERINARY FOUNDATION (SFVF) IN AN AMOUNT UP TO $200,000 IN GRANT FUNDING FOR LOW-COST SPAY AND NEUTER SERVICES TO INCOME QUALIFIED DOG AND CAT OWNERS

WHEREAS, there is an overpopulation of reproducing companion animals in Miami-Dade County (County) contributing to the number of unwanted, abandoned and homeless dogs and cats which can only be controlled through spay and neuter; and

WHEREAS, the County, through its Animal Services Department (ASD), currently provides low cost spay/neuter surgery for public owned animals; and

WHEREAS, ASD desires to expand spay/neuter services to meet the unmet demand for low cost spay/neuter surgery, estimated at more than 50,000 surgeries annually; and

WHEREAS, the Board of County Commissioners (Board) recognizes the importance and value of engaging the assistance of the local veterinary community in achieving the desired number of spay/neuter surgeries; and

WHEREAS, the Dade County Dade County Veterinary Foundation, Inc., d/b/a The South Florida Veterinary Foundation (the "SFVF" or "Provider"), a Florida non-profit corporation, has proposed to utilize a network of qualified local veterinarians to aid in meeting the demand for low cost public spay/neuter surgeries for qualified residents of Miami-Dade County pursuant to the attached partner program agreement; and

WHEREAS, ASD will provide up to $100,000.00 in support of this program with an additional option of providing one (1) increment of up to $100,000.00 in the second year at the Mayor or designee's sole discretion,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby directs the County Mayor or designee to enter into an agreement in substantially the form attached as Exhibit A with the SFVF to provide up to $200,000 in support of this program to meet the unmet demand for low cost spay/neuter surgery by utilizing a network of qualified local veterinarians, and authorizes the County Mayor or designee to exercise renewal cancellation, enforcement, and other provisions contained therein.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**absent**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of July, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Dennis Kerbel
Estephanie Resnik

MIAMI-DADE COUNTY ANIMAL SERVICES DEPARTMENT

PROGRAM NAME: VETERINARY FOUNDATION free and/or co-pay supported Community Spay/Neuter Program

PARTNER PROGRAM AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into as of this ___ day of _____, 2014, by and between the Dade County Veterinary Foundation, Inc., d/b/a The South Florida Veterinary Foundation (the "SFVF" or "Provider"), 751 NE 168 Street, North Miami Beach, FL 33162, and Miami-Dade County, a political subdivision of the State of Florida, through its Animal Services Department, with an address at 7401 N.W. 74 Street, Medley, FL 33166 (the "COUNTY" or the "ASD").

W I T N E S S E T H:

WHEREAS, there is an overpopulation of reproducing companion animals in Miami-Dade County contributing to the number of unwanted, abandoned and homeless dogs and cats, which can only be controlled through spay and neuter; and

WHEREAS, the COUNTY currently provides low cost spay/neuter surgery for animals obtained from the County's Animal Shelter; and

WHEREAS, the COUNTY desires to expand spay/neuter services to meet the unmet demand for low cost spay/neuter surgery throughout the community, estimated at more than 50,000 surgeries annually; and

WHEREAS, the COUNTY recognizes the importance and value of engaging the assistance of the local veterinary community in achieving the desired number of spay/neuter surgeries; and

WHEREAS, the SFVF has proposed to utilize a network of qualified local veterinarians to aid in meeting the demand for free or co-pay-supported spay/neuter surgeries for Qualified Residents and animals of Qualified Rescue Organizations of Miami-Dade County,

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

1. **DEFINITIONS**.
The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a. "ASD" shall mean the Miami-Dade County Animal Services Department.

b. "SFVF" shall mean The South Florida Veterinary Foundation.

c. "Director" shall mean the Director of the Miami-Dade County Animal Services 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:

- Food Stamps
- Medicaid
- Supplemental Security Income (SSI)
- Temporary Assistance for Needed Families (TANF)
- Jackson Memorial Hospital Clinic Cards

e. "Qualified Rescue Organizations" shall mean a humane society, animal welfare society, society for the prevention of cruelty to animals, or other such not-for-profit organization devoted to the welfare, protection, and humane treatment of dogs, cats, or other animals and that is:

- Registered with the Miami-Dade Animal Services Department in accordance with Section 5-5 of the County Code; and
- Located within Miami-Dade County

2. **RESPONSIBILITIES OF SFVF**.
SFVF shall be responsible for providing the following:

a. Developing and distributing vouchers for Qualified Residents of Miami-Dade County and Qualified Rescue Organizations to obtain free or co-pay-supported spay/neuter surgeries;

b. Scheduling appointments;

c. Administration of the program;

d. Recruiting properly licensed and insured veterinarians practicing in Miami-Dade County;

e. Submitting completed vouchers for reimbursement;

Submitting monthly surgical performance reports on a form approved by ASD, including but not limited to: name of veterinary provider, owner's name, address, telephone number, species, gender, predominant breed, age;

f. SFVF will receive a $5 administrative fee per surgery reimbursed per this agreement

g. Reimbursement for properly submitted vouchers in accordance with the payment schedule below:

Spay/Neuter Reimbursement Fees															
Surgery Reimbursement				Pet Owner Co-Pay				Total Payment to Vets/Clinics (incl. Pet Owner Co-Pay)				Rabies Reimbursement (if required at time of surgery)			
Cats		Dogs		Cats		Dogs		Cats		Dogs		Cats		Dogs	
M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
$40	$75	$75	$120	$10	$10	$20	$20	$50	$85	$95	$140	$10	$10	$10	$10

*A $25.00 increase for dogs exceeding 55 lbs, and for Pymetra, Pregnant, or Cryptorchid is to be included as part of this above payment schedule.

h. Making the voucher program available to all appropriately licensed Miami-Dade Veterinary clinics and Veterinarians.

3. **RESPONSIBILITIES OF COUNTY**.
The COUNTY shall be responsible for providing the following:

a. Advertising and promotion through 3-1-1 and County or ASD website; and

b. ASD shall fund SFVF with up to $100,000.00, as follows:

- ASD shall provide SFVF with an initial draw of $25,000.00 no later than thirty (30) days after the execution of this Agreement by all parties.
- Each additional increment shall be funded by ASD after approval following receipt from SFVF of proof of previous increment and properly submitted vouchers. Funding of each such increment shall be made to SFVF after receipt and approval of said vouchers, which shall in no event, be later than forty-five (45) days. After the last installment has been disbursed to SFVF, SFVF will provide ASD with proof the last installment is being spent on properly submitted vouchers on a monthly basis until expenditure of all funds. ASD shall have sole discretion in determining whether proof of vouchers has been properly submitted.

4. **TERM**.
The agreement term shall begin on _____ 2014 (the "Commencement Date"), and shall continue until September 30, 2016 (the "Term"), unless earlier terminated pursuant to Sections 7, 8 or 9 of this Agreement. The Mayor or designee, under their sole discretion, shall have the option to extend this Agreement for an additional one (1) year term.

At the Mayor or designee's sole discretion, ASD shall have the option of funding an additional $100,000.00 to SFVF, also in accordance with this agreement in increments pursuant to the same process described above.

Availability of funding shall be determined at the sole discretion of the County.

5. **INDEMNIFICATION**.
The SFVF 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 SFVF or its employees, agents, servants, partners, principals, or subcontractors in the operation of the Low Cost Community Spay/Neuter Program by the SFVF or its employees, agents, servants, partners, principals, or subcontractors. The SFVF 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 SFVF expressly understands and agrees that any insurance protection provided by the SFVF 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 funds, SFVF 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.**

SFVF shall provide or cause the participating veterinarians to provide:

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

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 County funds allocated under this Agreement;

- the Provider ineffectively or improperly uses the County 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;
- if applicable, the Provider does not furnish upon request by the County proof of licensure/certification or proof of background screening required by this Agreement;
- the Provider fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;
- the Provider does not submit or submits incomplete or incorrect required reports or reports that indicate that expected expenditure rates are not being met;
- 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;
- 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; 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;
- the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment A) or the State Affidavit (Attachment B);
- the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (included in Attachment A, under section no. 3); or
- 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:
  - request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Agreement;
  - seek reimbursement of County funds allocated to the Provider under this Agreement;

- o terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees. The County may also, in the County's sole discretion, recapture a proportionate amount of funding if expected expenditure rates under this Agreement are not met by Provider in the County's sole discretion;

- 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 five (5) 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 also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees. The County may also, in the County's sole discretion, recapture a proportionate amount of funding if expected expenditure rates under this Agreement are not met by Provider in the County's sole discretion;
- 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 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. SFVF expends and the County funds the entire maximum grant amount;

b. The term of this Agreement expires on September 30, 2016.

c. The County may terminate this agreement without cause upon provision of ten days' (10) notice to Provider.

9. **PAYMENT PROCEDURES.** The County agrees to pay the Provider for services rendered under this Agreement based on the payment schedule which is incorporated. Payment shall be made in accordance with procedures outlined below and if applicable, the Sherman S. Winn Prompt Payment Ordinance.

a. **Reimbursement and Advances.** The parties agree that the Provider shall be paid based on the payment schedule approved under this Agreement and when **complete and proper documentation** of service delivery and incurred expenses are provided to the County. If the actual expenditure rates of the program(s) covered by this agreement are less than the expected expenditure rates, then the County may adjust payments, recapture the funded award, and/or seek repayment based on the level of performance. The County shall have the sole discretion in choosing whether or not to provide any advance payments and is not obligated to do so under any circumstances.

b. **Monies Owed to the County.** The County reserves the right, in its sole discretion, to reduce payments to the Provider in order to recapture any monies owed to the County. In accordance with County Administrative Order No. 3-29, the Provider that is in arrears to the County is prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved re-payment plan.

c. **No Payment of Subcontractors.** In no event shall County funds be advanced or paid by the County directly to any subcontractor hereunder.

d. **Requests for Payment.** . In order to receive payment, the Provider shall submit a Monthly Summary of Expenditures Report and a Monthly Performance Report on forms provided by the ASD. The ASD must receive the Monthly Summary of Expenditures Report and the Monthly Performance Report from SFVF 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 the Provider for the month in which services were rendered and documented in the Monthly Performance Report. If the Provider is not meeting its expected expenditure rates of $25,000 per quarter, then a corrective action plan must accompany the Provider's Monthly Summary of Expenditures Report.

The County will not approve payments for in-kind or volunteer services provided by the Provider on behalf of the project. ASD shall accept copies, originals of invoices, receipts, and other evidence of indebtedness as proof of expenditures. When original documents cannot be produced, the Provider must adequately justify their absence in writing and furnish copies as proof of the expenditures. Any surgery performed by the participating providers will be compensated through the SFVF.

e. **Processing the Request for Payment.** SFVF will submit monthly reports on its expenditures for purposes of reporting progress to ASD in addition to separate invoicing for each advancement as described in this agreement. After ASD staff reviews and approves the payment request, ASD will submit a payment request to the County's Finance Department. The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Provider at the address listed in this Agreement, unless otherwise directed by the Provider in writing. The parties agree that the processing of a payment request from date of submission by the Provider shall take a maximum of forty-five (45) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

f. **Advanced Funds on Hold.** If, after termination, SFVF holds funds advanced by the County, SFVF shall be authorized to use those funds to compensate its participating providers for services rendered prior to termination, the County shall compensate SFVF for all allowable unpaid services rendered by its participating providers prior to termination pursuant to this agreement. Payment shall be made to SFVF no later than forty-five (45) days after receipt of the requisite supporting documentation.

g. **Final Request for Payment.** A final request for payment from the Provider will be accepted by ASD up to sixty (60) days after the expiration of this Agreement. If the Provider fails to comply, all rights to payment shall be forfeited.

h. **Closeout Reporting Process/Recapture of Funds.** Upon the expiration of this Contract, the Provider shall submit Closeout Report documents to ASD no more than sixty (60) days after the expiration of this Contract. These documents shall include a cumulative contract year-end summary of the Provider's program performance, the Contract Year-End Closeout Report, and the Property Inventory Report. If after receipt of these documents, ASD determines that the Provider has been paid funds not in accordance with the Contract, and to which the Provider is not entitled, the Provider shall return such funds to the County or submit appropriate documentation. The County shall have the sole discretion in determining whether the Provider is entitled to such funds and the County's decision on this matter shall be binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

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 SFVF 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 ¼ 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 VIOLANCE.**
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. **PARTICIPATING PROVIDERS.**
If this Agreement involves the expenditure of $100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed herein or suppliers to supply the materials, the Provider shall provide the County with the names of the subcontractors and suppliers. Provider agrees that it will not change or substitute subcontractors or suppliers from those listed without prior written approval of the County.

18. **COMPLIANCE WITH ALL APPLICABLE LAW.**
The Provider agrees to comply with any and all applicable federal, state, county and local laws, regulations and ordinances. The Provider agrees to comply with and complete any County-required affidavits.

19. **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 the SFVF:

South Florida Veterinary Foundation
751 NE 168 Street
North Miami Beach, Florida 33162
Attention: Dr. Larry Bernstein, Treasurer

20. **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.

DADE COUNTY VETERINARY FOUNDATION, INC. D/B/A THE SOUTH FLORIDA VETERINARY FOUNDATION

By: Irving M Lerner, DVM
(an authorized signatory)
Print name: IRVING M. LERNER
Title: V.P.

(AFFIX INCORPORATION SEAL)

ATTEST:

HARVEY RUVIN, CLERK

BY:

DEPUTY CLERK

(DATE)

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

Carlos A. Gimenez
County Mayor
Or Mayor's Designee

(DATE)

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

BEFORE ME, the undersigned authority, personally appeared Irving M. Lerner, to me well known and known to me to be the individual described in and who executed the foregoing instrument as the VP of South Florida Veterinary Film, and acknowledged to and before me that he executed such instrument as such VP of said organization, and that said instrument is the free act and deed of said limited liability company.

WITNESS my hand and official seal this 10th day of June, 2014

(SEAL)

GUIDO H. INGUANZO JR.
Notary Public - State of Florida
My Comm. Expires Apr 30, 2018
Commission # FF 093343

Signature:
Title: Notary Public

Name: [Print or type] GUIDO H. INGUANZO, JR.
Serial No., if any: FF093342
My commission expires: 4/30/2018

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

Department of Procurement Management
Vendor Assistance Unit
111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773 Fax No: 305-375-5409
www.miamidade.gov/dpm

Complete the Vendor Affidavits Form to update affidavits previously submitted with the Vendor Registration Package. It is the vendor's responsibility, to keep all affidavit information current, complete and accurate, by submitting any modifications to the Department of Procurement Management, Vendor Assistance Unit.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

*In order to establish a file for your firm, you must enter your firm's FEIN or if none, the owner's Social Security Number. This number becomes your "**County Vendor Number**".*

Please enter your Federal Employee Identification Number (FEIN) or your Social Security Number (SSN).

☐ **F.E.I.N.** _____

☐ **S.S.N.** _____

DADE County Veterinary Foundation
Name of Entity, Individual (s), Partners, or Corporation

South Florida Veterinary Foundation
Doing Business As (If same as above, leave blank)

751 N.E. 168 STREET, No. Miami Beach 33162
Street Address (Post Office addresses are not acceptable)

MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT
(Sec. 2-8.1 of the Miami-Dade County Code)

a. Firms registered to do business with Miami-Dade County must fully disclose their legal name, physical address and ownership. Publicly traded Corporations are exempt from this requirement, but must indicate by letter that it is a Publicly Traded Corporation and include the name of the stock exchange market and symbol where registered.

If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. (Post Office addresses are not acceptable). *(Duplicate page if needed for additional names).*

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

FULL LEGAL NAME	TITLE	ADDRESS	% OF OWNERSHIP
Non-Profit Foundation			
See attached list of current Board members			

b. Provide the full legal names and business addresses of any other individuals (other than subcontractors, material men, suppliers, laborers, or lenders) that have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Miami Dade County (Post Office addresses are not acceptable). ***If "None", please indicate in space below:***

FULL LEGAL NAME	TITLE	ADDRESS	% OF OWNERSHIP

South Florida Veterinary Foundation Board of Directors

Dr. Millie Rosales, DVM, DACVD, President
6420 S.W. 26 Street
Miami,Fl. 33155
305-740-3376

Dr. Irving Lerner, DVM, Vice-President
11622 S.W. 88 Street
Miami, FL. 33176
305-279-2000

Dr. Larry Bernstein, VMD, PCHom, Secretary Treasurer
751 N.E. 168 Street
North Miami Beach, Fl. 33162
305-652-5372

Dr. Robert T. Pane, DVM, Immediate Past President
9501 S.W. 160 Street
Miami, FL 33157
305-238-2030

Dr. Juan Sardinas, DVM, DASVS, DESVS
8601 Sunset Drive
Miami, Fl. 33143
305-665-2820

Dr. Maria Oliveira, DVM
6100 South Dixie Highway
South Miami, FL 33143
305-667-7238

Dr. Karen Ashby, DVM
12801 S.W. 134 Street
Miami, Fl. 33186
305-234-1044

Dr. Steve Woodby, DVM
12801 S.W. 134 Street
Miami, IFa. 33186
305-234-1044

Dr. James McCoy, DVM
1455 Breakwater Terrace
Hollywood, Fl. 33019
305-940-2287

Dr. Katarina Boros, DVM- 305-206-1823

(County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees? Yes _____ No X
2. Does your firm provide paid health care benefits for its employees? Yes _____ No X

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White		Black		Hispanic		Other	
Males	0	Males	0	Males	0	Males	0
Females	1	Females	0	Females	0	Females	0

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. X

MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION

(Section 2-8.1.2(b) of the Miami- Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firms' policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. X.

MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT

(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.
The Rehabilitation Act of 1973, 29 U.S.C. Section 794
The Federal Transit Act, as amended, 49 U.S.C. Section 1612
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

I, hereby affirm that I am in compliance with the below sections:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County.

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. X

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firms agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. X

MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT
(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

I further affirm that this firm complies with Section 2-8.1, which requires that no individual or entity that is in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. X

MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. X

MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT
(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter II of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. X

MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT
(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. X

MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT
(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. X

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in the Miami-Dade County Vendor Affidavits 1 – 10, pages 5 through 8 of this Vendor Registration Package.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Assistance Unit, immediately if any of the statements attested hereto are no longer valid.

Irving M. Lerner, DVM — 6/10/14
(Signature of Affiant) — (Date)
V.P.

Irving M. Lerner, VP
Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public – State of: Florida (*State*) — Miami-Dade (*County of*)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 10th *day of* June *20* 14.

by Guido H. Inguanzo, Jr. *He or she is personally known to me* ☑ *Or has produced identification* ☐

Type of Identification Produced _____

Signature of Notary Public — FF093343 (*Serial Number*)

Guido H. Inguanzo, Jr. — 4/30/2018
Print or Stamp of Notary Public — *Expiration Date*

Notary Public Seal
GUIDO H. INGUANZO JR.
Notary Public - State of Florida
My Comm. Expires Apr 30, 2018
Commission # FF 093343

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to _____

by Dr. Irving Lerner, DVM, Vice President
(Print individual's name and title)

for South Florida Veterinary Foundation
(Print Name of entity submitting sworn statement)

whose business address is 751 NE 168 ST, No. Miami Beach, 33162

and if applicable its Federal Employer Identification Number (FEIN) is _____
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   A. A predecessor or successor of a person convicted of a public entity crime; or

   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime

   The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contact and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

X Jerry M. Lerner, DVM
V.P. (Signature)

State of Florida
County of Miami-Dade

Sworn to and subscribed before me this 10th day of June,

2014. Personally known ✓

~~OR Produced Identification~~ Notary Public - State of Florida

My commission expires 4/30/2018

(Type of Identification)

GUIDO H. INGUANZO, JR.
(Printed typed or stamped commissioned name of notary public)

GUIDO H. INGUANZO JR.
Notary Public - State of Florida
My Comm. Expires Apr 30, 2018
Commission # FF 093343

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