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

MEMORANDUM

Agenda Item No. 9(A)(1)

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

DATE: September 16, 2014

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

SUBJECT: Resolution authorizing the execution of an interlocal agreement with the Miami-Dade County School Board for the provision of behavioral training, enrichment and foster care for at-risk shelter pets through the SPOTS Program (Students Providing On Campus Training Services) sourced from the Animal Services Department

Resolution No. R-812-14

The accompanying resolution was prepared by the Animal Services Department and placed on the agenda at the request of Prime Sponsor Chairwoman Rebeca Sosa and Co-Sponsor Commissioner Sally A. Heyman.

R. A. Cuevas, Jr.
County Attorney

RAC/lmp

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Memorandum

MIAMI-DADE COUNTY

Date: September 16, 2014

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

From: Carlos A. Gimenez
Mayor

Subject: Interlocal Agreement with Miami-Dade County School Board for the Provision of Behavioral Training, Enrichment and Foster Care for Shelter Pets Through the SPOTS Program (Students Providing On Campus Training Services).

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached Interlocal Agreement between the County and the Miami-Dade County School Board (School Board) for the provision of behavioral training, enrichment and foster care for at-risk shelter pets. The behavioral training and related services will be administered by the Miami-Dade County School Board through the SPOTS Program (Students Providing On Campus Training Services) utilizing shelter pets sourced from the Miami-Dade Animal Services Department (ASD).

SCOPE

The impact of this item is limited in nature to schools with veterinary science or veterinary assistant programs. Currently, Felix Varela Senior High, Robert Morgan Senior High and William H. Turner Technical offer related courses of study through magnet programs.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to the County with the approval of this item.

TRACK RECORD/MONITOR

Ms. Lorna Mejia, Chief, Shelter Services and Live Release Programs, will be responsible for monitoring this Interlocal Agreement.

BACKGROUND

Pursuant to Resolutions R583-12 and R-476-13, ASD has successfully developed and implemented programs detailed in the No-Kill Plan. Through this Interlocal Agreement the following elements specified in the plan will be provided:

- medical and behavioral programs
- campus foster care programs
- responsible pet ownership
- community involvement
- adoption and rescue efforts

The SPOTS training program is administered by the schools. The schools currently work with trainers through their veterinary science program. ASD will be providing the dogs and wellness care materials for the duration of this program.

Alina T. Hudak
Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: September 16, 2014

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

SUBJECT: Agenda Item No. 9(A)(1)

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(1)
9-16-14

RESOLUTION NO. R-812-14

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE MIAMI-DADE COUNTY SCHOOL BOARD FOR THE PROVISION OF BEHAVIORAL TRAINING, ENRICHMENT AND FOSTER CARE FOR AT-RISK SHELTER PETS THROUGH THE SPOTS PROGRAM (STUDENTS PROVIDING ON CAMPUS TRAINING SERVICES) SOURCED FROM THE ANIMAL SERVICES DEPARTMENT

WHEREAS, the County, through its Animal Services Department (ASD), has successfully developed and implemented programs detailed in the No-Kill Plan; and

WHEREAS, ASD desires to expand certain elements specified in the plan to include medical and behavioral programs, foster care programs, responsible pet ownership, community involvement and adoption and rescue efforts; and

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 hereby approves an interlocal agreement for behavioral training, enrichment and foster care for at-risk shelter pets through the SPOTS Program (Students Providing On Campus Training Services), between the Miami-Dade County School Board and the Miami-Dade County Animal Services Department; authorizes the County Mayor or the Mayor's designee to execute the same for and on behalf of Miami-Dade County and to execute amendments following review and approval for legal sufficiency by the County Attorney's office; and authorizes the County Mayor or the Mayor's designee to exercise any and all other rights conferred therein.

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

Rebeca Sosa, Chairwoman	**aye**		
Lynda Bell, Vice Chair	**absent**		
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
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	**absent**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of September, 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.

Sabrina Levin

AGREEMENT

This Agreement made and entered into as of this 20 day of August, 2014, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY"), having its principal office at 111 NW 1st Street, Miami, Florida 33128 and the School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "PROVIDER"), having its principal office at 1450 NE 2nd Avenue, Miami, Florida 33132, states conditions and covenants for the provision of behavioral training, medical services, enrichment, foster care and adoption of at-risk shelter pets through the SPOTS Program (Students Providing On Campus Training Services).

WITNESSETH:

WHEREAS, the COUNTY, through its Animal Services Department (ASD) desires to expand services and programs to increase the live release rate of shelter pets.

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.

WHEREAS, the COUNTY, through its Animal Services Department desires to expand medical and behavioral programs, training and enrichment programs, foster care and community involvement.

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

ARTICLE 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) The word "Agreement" shall mean these terms and conditions and all other attachments hereto, as well as all amendments issued hereto.

b) The words "Services" or "Program" shall mean all matters and things required to be done by the Provider in accordance with the provisions of this agreement.

c) The words "Contract Manager" shall mean the Director of the Miami-Dade County Animal Services Department, or the Director's designee.

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

ARTICLE 2. GRANT OF RIGHTS. The COUNTY hereby grants the PROVIDER the right to administer foster care, supported veterinary services, behavioral training, enrichment and adoption placement opportunities for at-risk pets sourced from ASD, subject to the following provisions:

PROVIDER shall be responsible for the following:

i. Ensuring all at-risk shelter pets released through the SPOTS Program are treated with kindness, dignity and respect.

ii. Providing basic wellness care to include booster 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.

iii. Maintaining complete medical histories for each animal in the SPOTS Program

iv. Providing a fourteen (14) calendar day quarantine period prior to commencing any training program or associated service.

v. Providing all materials and labor associated with the husbandry of animals in the SPOTS Program including but not limited to wholesome food of sufficient quality and nutritive value, water, bedding, environmental enrichment and bathing or grooming as necessary.

vi. Providing behavioral training utilizing positive reinforcement techniques approved by a certified canine behaviorist or trainer.

vii. Administration of the program.

The COUNTY shall be responsible for the following:

i. Identifying at-risk shelter pets for inclusion in the SPOTS Program and providing access for initial behavioral assessments arranged at no fee by the PROVIDER.

ii. Providing sterilization, microchip, age appropriate vaccinations, heartworm testing, FELV/FIV testing and anthelmintics for shelter pets prior to release through the SPOTS Program.

iii. Providing transportation for animals from ASD to the campus selected by the PROVIDER.

iv. Supplying the PROVIDER with booster vaccinations, heartworm preventative and medications as needed to ensure the continuing health of at-risk shelter pets in the SPOTS Program.

v. Assigning a Contract Manager to monitor the SPOTS Program to ensure compliance with Chapter 5 of the Miami-Dade County Code.

vi. Promoting at-risk shelter pets for adoption or rescue upon completion of the SPOTS Program.

ARTICLE 3. TERM

The Term of this agreement is one year from the date of execution unless earlier terminated pursuant to Paragraph 5. If the PROVIDER wishes to extend the Term beyond one year they have the option to do so by giving written notice to the COUNTY.

ARTICLE 4. INDEMNIFICATION

Subject to the limitations set forth in Florida Statutes 768.28, the PROVIDER shall indemnify and hold harmless the COUNTY and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, which the COUNTY or its officers, employees, agents, or instrumentalities may incur as a result of the sole negligence of the PROVIDER in the operation of the SPOTS Program by the PROVIDER or its employees, agents, servants, partners, principals, or subcontractors.

Subject to the limitations set forth in Florida Statutes 768.28, the COUNTY shall indemnify and hold harmless the PROVIDER and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, which the PROVIDER or its officers, employees, agents, or instrumentalities may incur as a result of the sole negligence of the COUNTY in the

operation of the SPOTS Program by the COUNTY or its employees, agents, servants, partners, principals, or subcontractors.

ARTICLE 5. 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.

ARTICLE 6. 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 PROVIDER 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.

ARTICLE 7. 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: Alex Muñoz, Director
Facsimile: (305) 805-1619

b. If to the PROVIDER:

The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:

The School Board of Miami-Dade County, Florida
Felix Varela Senior High School # 7781
Attention: Nery Fins, Principal
15255 SW 96 Street
Miami, Fl 33015

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

ARTICLE 8. ASSIGNMENT This Agreement shall not be assignable.

ARTICLE 9. ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes.

ARTICLE 10. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time COUNTY agrees that, if COUNTY receives remuneration for services, COUNTY and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Miami-Dade County.

Additionally, COUNTY agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A non-instructional COUNTY employee who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under

§943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by School Board, if School Board deems necessary, School Board will issue a photo identification badge, which shall be worn by the individual at all times while on School Board property when students are present.

COUNTY agrees to require all its affected employees to sign a statement, as a condition of employment with COUNTY in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the COUNTY/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 8475, 1121.01, 3121.01 and 4121.01 within 48 hours of its occurrence. COUNTY agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. COUNTY agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. COUNTY further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by COUNTY to notify the School Board of such arrest or conviction within 48 hours of being put on notice shall constitute grounds for immediate termination of this Agreement.

The parties further agree that failure by COUNTY to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the School Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

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

Tabitha Fazzino
Designee

By: _____
~~Superintendent of Schools~~ or Designee

AGREED TO AND ACCEPTED:

MIAMI-DADE COUNTY
ANIMAL SERVICES DEPARTMENT

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY SCHOOL BOARD ATTORNEY
8/20/14

_____
Name:
Title:

RISK MANAGEMENT
REVIEWED AND APPROVED
8/20/14

Federal Tax I.D. # 59-6000573

STATE OF FLORIDA
COUNTY OF MIAM-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 _____, 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.

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:_____

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:_____