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

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(F)(2)

Date: December 2, 2014

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

From: Carlos A. Gimenez
Mayor

Subject: Recommendation to Award: Operations and Management Agreement with the Humane Society for Operation of the County's South Dade Animal Services Clinic for the Animal Services Department

Resolution No. R-1045-14

Recommendation

It is recommended that the Board of County Commissioners (Board) waive competitive bidding procedures for purchase of goods and services pursuant to Section 5.03(D) of the Home Rule Charter and approve the award of *Contract No. BW9805-0/15 Operations of the County's South Dade Animal Services Clinic (Clinic) with the Humane Society of Greater Miami, Dade County Society for Prevention of Cruelty to Animals, Adopt-A-Pet and Pet Rescue, Inc. (Humane Society)*, a Florida not-for-profit corporation, for the County-owned property located at the South Dade Government Center.

On July 3, 2012, the Board adopted Resolution R-583-12 directing the Mayor to develop a program with the goal of the County's Animal Services Department (ASD) becoming a "No Kill" shelter. At the forefront of the "No Kill" strategy is the critical, unmet need for free and low cost sterilization services for privately owned dogs and cats, as well as free-roaming community cats and ASD's rescued animals. In accordance with that resolution, this recommendation will increase ASD's surgical capacity and allow for strategic use of the Clinic to offer free high-volume spay/neuter services exclusively for income-qualified owners of privately-owned dogs and cats as well as free-roaming community cats and ASD rescued animals.

The Humane Society has been providing services at the South Dade Government Center for over six years. The Humane Society had a lease that covered the use of the land and trailer at this location. In addition to the surgical services to be provided, this Operations and Management agreement will continue to allow the Humane Society to utilize the land and trailer on the site under similar requirements as the now expired lease. The Humane Society will continue to offer spay and neuter services for paying customers at the Clinic. While this recommendation is being submitted as a bid waiver, a Request for Information (RFI) process was conducted to acquire information and feedback from animal care organizations. Details of this process and the rationale for recommending this agreement as a bid waiver are discussed in the Background section.

Scope

The services provided under this contract are countywide in nature. The property is located in County Commission District 8 (Commissioner Lynda Bell), 10710 S.W. 211 Street, Cutler Bay, Florida. These services are only available to Miami-Dade County residents.

Fiscal Impact and Funding Source

The fiscal impact to ASD for the one-year agreement term for the spay-neuter services is $600,000; however, the Humane Society will pay an annual operations and management fee to Miami-Dade County for facility maintenance of $24,516. The funding from this agreement shall only support the income-qualified spay and neuter services.

Department	Allocation	Funding Source	Contract Manager
Animal Services	$600,000	General Fund	Virginia C. Diaz
Total	**$600,000**		

Track Record/Monitor
Maria Carballeira is the ISD Procurement Contracting Officer responsible for the management of the agreement.

Delegated Authority
If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise, at their discretion, modifications, subsequent extensions in accordance with the terms and conditions of the operations and management agreement, and exercise the cancellation provision.

Vendor Recommended for Award

Awardee	Address	Principal
Humane Society of Greater Miami, Dade County Society for Prevention of Cruelty to Animals, Adopt-A-Pet and Pet Rescue, Inc.	16101 West Dixie Highway North Miami Beach, FL	Laurie Hoffman, CEO

Due Diligence
Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine Contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is being provided pursuant to Resolution R-187-12. In addition, the County has no record of negative performance issues with the Humane Society of Greater Miami, Dade County Society for Prevention of Cruelty to Animals, Adopt-A-Pet and Pet Rescue, Inc. as a tenant at subject property.

Applicable Ordinances and Contract Measures
- The two percent User Access Program provision does apply.
- The Small Business Enterprise Bid Preference and Local Preference do not apply.
- The Living Wage Ordinance does not apply.

Background
A Request for Information (RFI) was issued by the Internal Services Department (ISD) on behalf of ASD on November 26, 2013 and was re-issued on December 11, 2013 to garner additional responses. The purpose of the RFI was to acquire information and feedback from animal welfare experts and veterinarians on the best use and programming for the Clinic for high-volume spay/neuter services with a goal of achieving in excess of 13,000 surgeries per year. ASD and ISD staff reviewed the four responses to the RFI and determined that two organizations, the Humane Society of Greater Miami and Target Zero, Inc., located in Jacksonville, FL, had the capacity to provide the required services. County staff met with representatives of these organizations to review each response and conduct a review of their

solutions for transportation, outreach and marketing to the community. A decision was made to award to the Humane Society given the not-for-profit organization's experience and past performance in successfully developing, launching and sustaining a mid-volume animal lifesaving program in our community. The Humane Society has served Miami-Dade County for over 78 years. The County funding will provide for approximately 7,400 surgeries, of which cats will be 45% and dogs 55%, exclusively to income-qualified pet owners. The Humane Society will continue to perform approximately 5,600 surgeries for an overall goal of 13,000 surgeries. The remaining balance of funds will be utilized for additional surgeries.

Alina T. Hudak
Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: December 2, 2014

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

SUBJECT: Agenda Item No. 8(F)(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. 8(F)(2)
12-2-14

RESOLUTION NO. R-1045-14

RESOLUTION WAIVING COMPETITIVE BIDDING AND BID PROTEST PROCESSES BY A TWO-THIRD VOTE OF THE BOARD MEMBERS PRESENT; AWARDING OPERATING AND MANAGEMENT AGREEMENT CONTRACT NO. BW9805-0/15 TO THE HUMANE SOCIETY OF GREATER MIAMI, DADE COUNTY SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS, ADOPT-A-PET AND PET RESCUE, INC. IN THE AGGREGATE NOT-TO-EXCEED AMOUNT OF $600,000.00 TO OBTAIN SPAY & NEUTERING SERVICES, AND FOR AN ANNUAL OPERATIONS AND MANAGEMENT FEE PAYMENT TO THE COUNTY OF $24,516.00 AND AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE SAME AND EXERCISE ANY RENEWAL, CANCELLATION OR OTHER CONTRACT RIGHTS CONTAINED THEREIN; AND DIRECTING THE COUNTY MAYOR OR DESIGNEE TO PROVIDE EXECUTED COPY OF OPERATING AND MANAGEMENT AGREEMENT TO THE PROPERTY APPRAISER'S OFFICE

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: by a two-third (2/3) vote of the members present finds it is in the best interest of Miami-Dade County to waive the competitive bidding and bid protest processes as set forth in Section 5.03(D) of the Home Rule Charter, Sections 2-8.1, 2-8.3 and 2-8.4 of the Code of Miami-Dade County and Implementing Order 3-38; awards the Operations and Management Agreement Contract No. BW9805-0/15 to the Humane Society of Greater Miami, Dade County Society for Prevention of Cruelty to Animals, Adopt-A-Pet and Pet Rescue, Inc. in the aggregate not to exceed amount of $600,000.00 to obtain spay and neutering services and for an annual operations and management

fee payment to the County of $24,615.00; authorizes the County Mayor or designee to execute said contract, in substantially the form attached hereto and made a part hereof, and exercise any renewal, cancellation or contract rights contained therein; and directs the County Mayor or designee to provide to the Property Appraiser's Office an executed copy of said contract within thirty (30) days of its execution.

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**

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

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of December, 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.

Eduardo W. Gonzalez

Operations and Management Agreement for
The County's South Dade Animal Services Clinic
Contract No. BW9805-0/15

This Operations and Management Agreement ("Agreement") made and entered into as of this _____ day of _____ by and between the Humane Society of Greater Miami, Dade County Society for Prevention of Cruelty to Animals, Adopt-A-Pet and Pet Rescue, Inc., a non-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 16101 West Dixie Highway, North Miami Beach, FL 33160 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the County owns the land wherein the South Dade Animal Services Clinic ("Clinic") facility is located, consisting of a leased modular building, at the South Dade Government Center, located at 10710 S.W. 211 Street, Cutler Bay, Florida, and seeks to continue to operate the Clinic to its fullest capacity; and

WHEREAS, the Contractor has offered to operate the Clinic as a high volume spay and neutering facility, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); and all associated attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written response to the County's Request for Information (RFI) dated January 7, 2014, hereinafter referred to as the "Contractor's RFI Response" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such animal welfare and spay and neutering services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, 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 "Clinic" shall mean Miami-Dade County's South Dade Animal Services Clinic facility, a 2,880 square foot modular building, maintained by the Animal Services Department, physically located at 10710 S.W. 211 Street, Cutler Bay, Florida 33189.

b) The word "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), Price Schedule (Appendix B), South Dade Animal Services Clinic Inventory Listing, provided as the County's onsite Clinic Inventory (Appendix C), RFI No. 51a, and all other appendices and attachments hereto.

c) The words "Contract Date" to mean the date on which this Agreement is effective.

d) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

e) The word "Contractor" to mean the Humane Society of Greater Miami, Dade County Society for Prevention of Cruelty to Animals, Adopt-A-Pet and Pet Rescue, Inc. and its permitted successors and assigns.

f) The word "Days" to mean Calendar Days.

g) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

h) The word "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

i) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

j) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

m) The word "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) appendices to these terms and conditions (the Scope of Services (Appendix A), Price Schedule (Appendix B), and South Dade Animal Clinic Inventory Listing (Appendix C) 3) the Contractor's Response to RFI No. 51a and any associated attachments thereof, and the Contractor's Response.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract.

All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. USE

The Contractor shall manage and operate the Clinic, at the rates and upon the covenants and conditions as set forth in this Agreement. The Contractor shall not conduct any business nor provide any services nor sell any item or product without the prior written approval of the County. Any sales by the Contractor of services or items not specifically authorized in writing by the County may constitute a default. Contractor shall conduct its business at all times in accordance with this Agreement. The Contractor shall use the Clinic, as identified in Appendix A, Scope of Service, only for the provision of high volume spay/neuter services and wellness initiatives and accepts such facility in its "as-is" and "where-is" condition, at the execution of this Agreement.

ARTICLE 6. GOVERNMENTAL APPROVALS

If any governmental license or permit shall be required for the proper and lawful conduct of the Services, or any part thereof, the Contractor, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by the County. Contractor shall at all times comply with the terms and conditions of each license and permit.

ARTICLE 7. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page of this Agreement and shall continue through the last day of the twelfth month. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 8. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Animal Services Department
7401 NW 74 Street
Medley, FL 33135
Attention: Virginia C. Diaz, Chief
Administrative Services & Licensing
Office: (305) 418-7151
Fax: (305) 805-1619
E-mail: VCDIAZ@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-2363
Fax: (305) 375-2316
E-mail: singer@miamidade.gov

(2) To the Contractor

Humane Society of Greater Miami, Dade County Society for Prevention of Cruelty to Animals, Adopt-A-Pet and Pet Rescue, Inc.
16101 West Dixie Highway
North Miami Beach, FL 33160
Attention: Laurie Hoffman, Executive Director
Phone: 305-749-1815
Fax: 305-696-4434
E-mail: laurie@humanesocietymiami.org

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 9. PAYMENT OF OPERATIONS AND MANAGEMENT FEE BY THE CONTRACTOR

In consideration of the use of the Clinic, Contractor does hereby covenant and agree to pay to the County without deduction or set off of any kind the sum of $2,043.00 per month, as guaranteed operations and management fee, or may be paid in one (1) lump sum of $24,516.00. Payment of the guaranteed monthly operations and management fee shall commence on the Contract effective date.

10-10-14

The Contractor shall send payment to the County as follows:

Animal Services Department
7401 NW 74 Street
Medley, FL 33135
Attention: Virginia C. Díaz, Chief

(Checks shall be made payable to the "Miami-Dade County Animal Services Department".)

ARTICLE 10. MAINTENANCE

The Contractor hereby agrees to use reasonable care to prevent damage to the Clinic and to properly maintain the facility, both inside of the clinic, and outside, including the parking lot surrounding the facility. Such maintenance shall include, but not be limited to, keeping in good repair and condition any and all utilities, utility lines, furniture, fixtures, and equipment, and provide sufficient janitorial services to keep the Clinic sanitary and free of any pest, vermin, and/or diseases.

Except for electrical service, the Contractor agrees to place any and all other utilities in its own name, and promptly pay such utilities on a timely basis. The County will invoice the Contractor monthly for the electrical cost of the Clinic. The Contractor agrees to promptly inform the County, of any issues and/or concerns with any of the furniture, fixtures, and equipment in the Clinic, including, but not limited to any damaged, broken, lost, or missing items. Furthermore, the Contractor agrees to inform the County of any issues and/or concerns regarding the Clinic's surrounding parking lot area. Additionally, the Contractor agrees to be responsible for any and all damage to the Clinic that may arise during the term of this Agreement, or which is otherwise caused by any of its officers, employees, guests, vendors, contractors, and/or subcontractors.

The parties further agree that the upon the effect date of this Agreement, County has certain furniture, fixtures, and equipment in the Clinic, which the Contractor hereby agrees to maintain, and keep in good order and repair. Such furniture, fixtures, and equipment are listed in accordance with the Appendix C - South Dade Animal Services Clinic Inventory Listing, attached hereto, and incorporated herein by this reference.

ARTICLE 11. SECURITY

The Contractor hereby acknowledges and agrees that it is solely responsible for any and all security pertaining to the Clinic. Should at any time, and for any reason, the Contractor determine that security, and/or additional security, is needed to protect any of its employees, guests, agents, contractors, and/or subcontractors, and/or the personal property belonging to any or all of them, then it is understood that Contractor shall hire and maintain such security to adequately protect such persons and/or property.

ARTICLE 12. PAYMENT FOR SERVICES BY THE COUNTY/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with Appendix B – Price Schedule. The Contractor is allotted thirty (30) days from the contract effective date for project start-up and date when performance period shall

commence. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 13. PRICING

Prices shall remain firm and fixed for the term of the Contract. Any extension period prices will be determined pursuant to Appendix B – Price Schedule. However, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 14. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. Upon written request from the Contractor, an advance payment of up to twenty percent (20%) of the contract award may be authorized by the County to defray start-up costs. The advance payment should be requested within thirty (30) days of the Contract's effective date and shall be accompanied by a Deliverables Plan. The Deliverables Plan must detail how the advanced funds will be expended to start up the contracted operations for the high volume spay-neuter services consistent with the Scope of Services contained herein. The detailed plan must include the specific deliverables and milestones with appropriate backup documents.

The advance payment request will be deducted from the total contract value for this project. The remaining balance will be used to reimburse the Contractor for services rendered consistent with the contractual benchmarks for high volume spay/neuter services. Prior to the disbursement of any funds, the Contractor shall submit to the County a completed authorized signature form, denoting the names and signatures of all persons authorized to sign reimbursement packages, checks and contracts for all start-up purchases.

All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Animal Services Department
7401 NW 74 Street
Medley, FL 33166
Office: (305) 418-7151
Fax: (305) 805-1619
Attention: Virginia C. Diaz, Chief
Administrative Services & Licensing

The County may at any time designate a different address and/or contact person by giving written notice to the other party. Pursuant to Appendix A of this Agreement, in no event shall the County make payments to the Contractor in excess of $600,000 dollars during the initial one year term of the Agreement.

ARTICLE 15. INDEMNIFICATION AND INSURANCE

The Contractor 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 out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor 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 attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor 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.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $500,000 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. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on**

the certificate of insurance.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

4. The Contractor shall provide, or require its per diem veterinarians providing medical services to have, Medical Malpractice Insurance in an amount not less than $250,000 per claim.

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength 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 Financial Services and are members of the Florida Guaranty Fund.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 16. NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved into, or about, the Clinic shall be at the risk of the Contractor, or any of its officers, employees, guests, vendors, contractors, and/or subcontractors for whom such personal property belongs. County shall not be liable to Contractor, or any third party, for any damage to said personal property unless caused by or due to negligence of County, County's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE 17. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 18. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 19. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 20. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's RFI Response; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior

decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 21. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 22. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 23. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with

adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 24. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's RFI Response, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 25. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 26. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and

confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 27. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 28. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 29. TERMINATION AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which 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 in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

d) Notwithstanding any other rights contained herein regarding cancellation and termination provisions in this Agreement, either party, at its sole discretion, with or without cause, may terminate this Contract upon sixty (60) days written notice to the other party pursuant to Notice Requirements in Article 8, except that the Contractor shall not terminate this Agreement pursuant to this provision if the County has already exercised

its rights to enforce any termination, dispute or default provisions herein.

e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

v. take no action which will increase the amounts payable by the County under this Agreement; and

f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

g) In the event that the Contractor exercises its right to terminate this Agreement, the County reserves the right, upon receipt of such notice, to pursue any of the following penalty provisions:

i. Require the return of all finished or unfinished documents, data studies, surveys, reports prepared, consumables and equipment secured by the Contractor with County funds under this Agreement; and

ii. The County may also, in its sole discretion, recapture a proportionate amount of funding under this Agreement if expected performance levels under this Agreement are not met by the Contractor, in the County's sole discretion.

h) All compensation pursuant to this Article are subject to audit.

ARTICLE 30. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis;

ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 31. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a sixty (60) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such sixty (60) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 32. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 33. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 34. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 35. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 36. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated

specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 37. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
(Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
(Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
(Section 2-8.1.5 of the County Code*)*

5. ***Miami-Dade County Debarment Disclosure Affidavit***
(Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
(Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
(Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
(Section 2-8.8 of the County Code)

13. ***Environmentally Acceptable Packaging***
(Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
   - Identification of individual account records
   - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
   - Tax reporting purposes
   - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. ***Antitrust Laws***
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest
Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 38. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review
According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform

audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, RFI Response submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, RFI Response and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 39. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 40. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 41. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 42. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 43. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the

Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 44. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 45. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 46. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://lapps.southfloridaworkforce.com/firstsource/.

ARTICLE 47. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) 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 Chapter 119, F.S., or as otherwise provided by law; (3) 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 (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 48. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: Laurie Hoffman	By:
Name: Laurie Hoffman	Name: Carlos A. Gimenez
Title: Executive Director	Title: Mayor
Date: September 16, 2014	Date:
Attest: Hilda A. Diaz Corporate Secretary/Notary Public	Attest: Clerk of the Board

Corporate Seal/Notary Seal

Hilda Antonia Diaz
COMMISSION # FF 137921
EXPIRES: JUL 01, 2018
BONDED THRU
1st FLORIDA NOTARY, LLC

Approved as to form
and legal sufficiency

Assistant County Attorney

Appendix A
Scope of Services
Operations and Management Agreement of the County's South Dade Animal Services Clinic

(High Volume Spay & Neuter Services)

1. **Introduction/Background:**
Miami-Dade County, herein referred to as the "County", as represented by the Miami-Dade Animal Services Department (ASD), is contracting for the provision and administration of high volume sterilization services to be rendered at the County's South Dade Animal Clinic ("Clinic") located at 10710 SW 211th Street, Cutler Bay, Florida. The County's primary objective is to offer high volume spay/neuter services for privately owned dogs and cats, free roaming community cats, as well as, ASD's approved rescued animals (i.e., an intact animal pulled from ASD by a departmentally approved rescue partner), to further increase the department's surgical capacity in support of the County's "No Kill" resolution.

Over the past two years, ASD has implemented numerous new programs and renovated key policies in its pursuit of attaining a 90% save rate for both dogs and cats within Miami-Dade County. A significant component of this initiative is supported by the expansion of spay and neutering services available to the public and through the proliferation of the Trap, Neuter, Giveback and Release (TNG/R) Program.

The Contractor shall give the County's lifesaving initiatives top priority and appoint a lead clinic manager and a multidisciplinary supporting team responsible for the strategic day-to-day operations and oversight of the County's South Dade Animal Clinic. The Contractor shall also serve as an advisor to the County for animal welfare and lifesaving initiatives.

2. **Qualifications**

A. **Minimum Qualifications**

1. Contractor shall be licensed by the U.S. Drug Enforcement Administration, Office of Diversion Control, as a controlled substances veterinary provider.

2. Contractor veterinarians performing medical services to include sterilization, vaccinations and related procedures shall be licensed by the State of Florida, Department of Business and Professional Regulation, Board of Veterinary Medicine.

Contractor shall maintain these qualifications during the term of the agreement, including any extensions, thereof.

B. **Preferred Qualification**

The Contractor should possess a minimum of five years of experience providing high volume sterilization services for public sheltering and animal welfare.

3. **Services to be Provided**
The Contractor's responsibilities shall include the following services:

A. Administration

1. Manage and operate the South Dade Animal Services Clinic to serve as a free high volume sterilization facility for income qualified Miami-Dade County residents, in support of the County's Resolution No. R-583-12. The Clinic shall be operational for a minimum of five (5) days per week, to include one weekend day (preferably Saturday). The County will provide $600,000 to support the sterilization of dogs and cats with an overall Clinic goal of 12,400 completed surgeries (7,400 of which will be free of charge to income qualified residents, through the support of Miami-Dade County), within the one-year term Agreement. The days and hours wherein Services shall be provided may be adjusted by the County in consultation with Contractor to facilitate the County's objectives. Operational hours shall be convenient for County residents to easily drop-off and pickup pets before and after work (i.e., 7 a.m. – 7 p.m.).

2. Direct the recruitment, training, scheduling and supervision of all staff engaged in the operations of the high volume sterilization functions, and related medical procedures within the Clinic. Contractor shall ensure that all veterinarians engaged in rendering medical services shall be licensed and insured. Contractor shall secure required documentation prior to veterinarian rendering medical services and annually, thereafter. The Contractor shall provide a copy of all documentation to the County.

3. Ensure compliance with veterinary medical care guidelines for spay/neuter programs as established by The Association of Shelter Veterinarians Guidelines, to include, but not limited to, standards for pre-operative care, animal housing, record keeping, anesthetic management, surgical care, animal preparation, surgical procedures for animals and post-operative care.

4. Develop and implement a management plan for post-operative emergencies and complications up to forty-eight (48) hours following surgery.

5. Provide Standard Operating Procedures (SOPs), within 30 days of contract effective date, for review and concurrence by the County.

6. Be solely responsible for the operations and management fee, utilities, security and general interior/exterior maintenance of the Clinic, including but not limited to, the following:

   a. Electrical
   b. Water facilities
   c. Sewage collection
   d. Waste collection
   e. General Interior/Exterior Building Maintenance (air conditioning, pest control, plumbing, carpentry, painting, etc.)
   f. Janitorial Services

7. Engage a licensed and insured contractor to perform routine maintenance and necessary repairs to the Clinic. Contractor shall abide by the County's Integrated Pest Management Guidelines as provided for by the County.

8. Purchase all consumable materials (syringes, bandages, etc.) and equipment integral to the operations of the County funded spay/neuter program exclusively, as specified herein.

   Verify pet owner's eligibility for free sterilization Services. Contractor shall confirm pet owner's low income status designation through the receipt and review of documentation supplied by pet owner (i.e. Food Stamps; Medicaid; Women, Infants and Children (WIC) Food and Nutrition Services; Supplemental Security Income (SSI); or other form of documentation acceptable to the County, at its sole discretion). Contractor shall retain copies of proof of low income status and supporting documentation provided by each pet owner authorized to receive free Services. Free pet sterilization services are exclusively available to income qualified Miami-Dade County residents holding a permanent residential address. Contractor shall be responsible for authenticating that pet owner is a resident of Miami-Dade

County, FL. Expenses incurred by pet owners not qualifying for free sterilization services shall be borne exclusively by the pet owner and shall not be the responsibility of the County.

10. In accordance with Chapter V, Sections 5-6 and 5-7 of Miami-Dade County Code, all privately owned pets (dogs, cats and ferrets) shall be licensed and/or vaccinated for rabies protection. Contractor shall be responsible for confirming that pet owner seeking services is compliant with such County Codes. If at the time of surgery, the pet owner has not complied with the County license requirements, Contractor shall administer rabies vaccination and provide license. The costs for licensing shall be borne by the pet owner and shall not be the responsibility of the County.

11. Implement a Quality Control/Assurance Program that provides for continual monitoring of the Services provided to the County and incorporate a self-inspection system. The Quality Control/Assurance Program shall also include methods for monitoring, identifying, correcting deficiencies in the quality of service provided, and accurately reporting the results of the Program to the County's Project Manager annually, or upon request by the County.

12. Provide technical assistance in support of the Services listed herein, to include consultation with the County's Project Manager, as deemed necessary by the County. The Contractor shall be available for telephone consultations, meetings, etc. between the hours of 8:00 a.m. – 5:00 p.m., Monday through Friday. The County reserves the right to contact the Contractor during evening hours (after 5:00 p.m.) and/or weekends.

13. Create and distribute outreach materials that advocate for animal lifesaving programs, the Clinic's services and resulting community benefits. The Contractor shall be solely responsible for the production and graphic design necessary in the assembly of all marketing materials (e.g., flyers, newsletters, brochures, special event banners, etc.) that are essential in promotional campaigns. All promotional materials, websites, advertisements, etc. shall clearly indicate that Contractor is partially funded by Miami-Dade County in support of achieving a "No Kill" initiative through spay and neutering services. The County's Project Manager shall provide written approval prior to the production and dissemination of information and materials. Contractor should prepare sufficient materials for dissemination at ASD's Headquarters. Contractor shall include ASD's Sponsor message (graphics) in all its promotional material, including but not limited to social media. ASD sponsor message/graphic design shall not be modified without the approval of the County. The County may lend support to the Contractor's efforts by cross-promoting the Clinic's lifesaving initiatives on the County's website/portal and through already established ASD media efforts.

14. Participate in various animal wellness related special events and community activities that the County may choose to take part in to raise lifesaving program awareness, relating to spay/neuter services under this Agreement. The Contractor shall serve as the County's strategic partner in advancing animal rescue efforts.

15. Contractor shall also be responsible for promoting all available services through the execution of a proactive marketing and promotion campaign that:

    a) Showcases available animal transport assistance;
    b) Provides an on-going plan to increase awareness to the community as it pertains to the high volume spay/neuter services and showcases ease and accuracy of scheduling appointments for the public; and
    c) Provides a strategic public relations plan that includes media relations, community outreach, a communications strategy, a web, email and social media strategy, and timeline for implementation.

    Contractor shall submit to the County a marketing and promotion plan that addresses the aforementioned objectives, within 30 days of Contract effective date.

16. Upon County approval, the Contractor shall create and distribute surveys to Clinic users seeking feedback, suggestions and recommendations from service recipients. Feedback shall be compiled and analyzed by the Contractor for presentation to the County's Project Manager. Analysis will be used for the purpose of planning strategic implementation initiatives that promote, market, and ultimately attract more participants.

17. Provide for the transportation of dogs and/or cats to and from Clinic, to designated sites(s) agreed to by the County and Contractor for the purpose of facilitating free spay/neutering services to income qualified pet owners, community

cat caregivers, ASD approved rescue groups and shelters, etc. The animals must be transported in air-conditioned vehicle, within crates or kennels, sufficient in size to allow for normal postural adjustments. The Contractor is wholly responsible for maintaining the operational capacity and insuring the transport vehicle utilized in these Services.

18. Exclusively utilize the not to exceed $600,000 County funds for the purpose of rendering spay and neuter services as specified herein, within the one year term for income qualified pet owners, feral/free-roaming community cat TNR, and ASD approved rescue pets.

19. Establish initial sterilization completion rate performance goal at a minimum of 7,400 free of charge to income qualified residents, of which cats will be at a 45% concentration and dogs at 55%. The County may consider modifying Contractor's established performance goals upon the review of measurable outcomes and utilized funds after 6 months of service.

B. Reporting Obligations

1. Statistical Reports

The Contractor shall:

Provide the County with quarterly and annual and ad-hoc reports addressing outcomes of all high volume sterilization services at the Clinic. Reports shall include, as deemed necessary, at the sole discretion of the County, the following:

a. Sterilization Surgeries Performed on Dogs and Cats, to include specific information on the number of complications encountered (e.g., In-Heat Pregnant, Pyometra, Hernia Repair and Cryptorchid) and identification of Any Resulting Deaths; Report for each category should include owner's name, address, telephone number, animal breed, gender, age and species;
b. Low Income Pet Owners Qualified for Free Animal Sterilization Services;
c. Number of Sterilizations Completed by Each Veterinarian;
d. Community Feedback and Service Satisfaction Results;
e. Provide historical data files utilized for reporting within 15 days of contract termination or expiration to the County.

2. Capital Purchases/Inventory

The Contractor shall:

a. Purchase all capital equipment/inventory deemed necessary by the Contractor, and approved by the County, as an integral part of the operational start-up (i.e., transport vehicles, large surgical equipment, etc.). All capital equipment acquired with County funds shall be returned to the County at the time of contract expiration or termination. All capital equipment/inventory shall be sustained by the Contractor in accordance with the manufacturer's recommended maintenance schedule. Such maintenance records shall be available for review/audit by the County at any reasonable time.

b. Prepare and provide ad-hoc reports, as requested by the County, on all capital purchases acquired with County funds, for the operations of the County's South Dade Animal Services Clinic.

C. Invoicing

The Contractor shall invoice the County exclusively for free spay/neuter surgeries performed for the benefit of income qualified residents and their pets. Any rabies, DHPP and FVRCP vaccinations administered at time of surgery may be reimbursed. Reimbursement may be made on a monthly basis, on or before the tenth (10th) day of each month following the month in which the service was rendered. Reimbursement requests shall be accompanied by a surgical package,

including backup documentation (surgery/rabies vaccine/license record, etc.), as applicable, to support reimbursement, as requested by the County. Reimbursements to the Contractor shall be based on all free spay/neuter surgeries performed for the benefit of income qualified residents and their pets, and DHPP vaccinations for dogs and FVRCP vaccinations for cats, as requested by the County. The County may provide up to a twenty (20%) percent payment advancement, at the Contractor's written request which will include the submission of the Contractor's Deliverables Plan, in accordance with Article 14 of the Agreement, for start-up costs.

The Contractor may invoice a third party (pet owner, insurance provider, etc.) for low cost wellness services offered and provided to the animal at the Clinic, as the County will not be responsible for payment of wellness services. Such wellness services include preventive vaccines, license tags, heart worm exams, nail trims, etc.

The County will reimburse the Contractor for rendered Services listed herein, in accordance with Appendix B - Price Schedule, based on the timeframe agreed upon in Article 14 of the Agreement.

D. Fiduciary Protection

In addition to the other insurance requirements stated in the Agreement (refer to Article 15 "Indemnification and Insurance" attached hereto), the Contractor shall provide indemnification and liability protection for the clinical and non-clinical administration components of the Services. The Contractor shall indemnify and hold the County harmless from any clinical, professional, or administrative decisions made by the Contractor rendering such Services.

4. Additional Services

At the County's sole discretion, the Contractor may be required to provide additional services which are related to, but not specifically included in the provision of the above Services. The scope for such services shall be negotiated on a case by case basis for the purpose of determining how existing resources may be utilized.

5. County Responsibilities

The County may:

1. Perform capital improvement projects on as needed basis, at the County's sole discretion, for the operations of the Clinic.

2. Provide structural rehabilitation services to the Clinic, on an as needed basis, at the County's sole discretion, to include common areas, lobbies, and restrooms, and parking systems serving the Clinic (except to the extent that the need for repair is caused by the act or omission of the Contractor or its employees).

Appendix B
Price Schedule

A. **Administration/Operation Services**

The Contractor's maximum unit price for providing all Services as stated in, Appendix A, Scope of Services, shall be as follows:

Item	Description of Service	Maximum Unit Price
1	**Surgical Sterilization Reimbursement for Cats** • *Includes rabies vaccine for all cats* • *Includes FVRCP for all community cats only* • *Includes mandatory ear tip for all community cats only*	$ 52.00
2	**Surgical Sterilization Reimbursement for Dogs** • *Includes rabies vaccine for all dogs*	$ 69.00
3	**Optional DHPP for Dogs at Time of Surgery**	$ 3.00
4	**Boarding and care of animal, after surgery, if necessary**	$ NA/Day *(services included in surgery unit price)*
5	**Marketing Campaign** *(to be itemized within multiple reimbursement requests as services are utilized)*	$100,000
6	**Vehicle (one time cost)**	$25,000

B. **Additional Services (refer to Section 4, Appendix A, Scope of Services)**

Contractor shall provide estimates to ASD in writing at no cost for additional services, as requested by the County. Written authorization by ASD is required prior to work commencing. In addition, Contractor shall work with ASD in utilizing existing resources, when applicable, without incurring additional costs. The County reserves the right to negotiate costs for additional services.

Notes:

1. Pricing shall be firm and fixed for the term of the Contract and any extensions thereof.
2. The Maximum Unit Price include all costs, such as full compensation for labor and all operating expenses, as they will not be reimbursed separately by the County.
3. The prices are the maximum amounts the Contractor may invoice for Services rendered.
4. Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.

APPENDIX C - South Dade Animal Services Clinic Inventory Listing

Structural Code:

County Department	Div.	Sect.	Add Loc.
Animal Services			

Inventoried by: Rafael Granja
Date: 05/14/2014

Physical Address: 10710 S. W. 211 Street, Cutler Bay, FL

1. Serviceable: In Use 2. Serviceable: Surplus
3. Unserviceable: Needed 4. Unserviceable: Surplus

County ID	DESCRIPTION	CONDITION				REMARKS/COMMENTS
		1	2	3	4	
516851	EXAM-TABLE/LIFT-SCALE	X				HUMANE-SOCIETY-SOUTH CLINIC
652758	ANESTHESIA MCH	X				HUMANE-SOCIETY-SOUTH CLINIC
652759	ANESTHESIA MCH	X				HUMANE-SOCIETY-SOUTH CLINIC
652763	MEDICAL TABLE	X				HUMANE-SOCIETY-SOUTH CLINIC
652764	MEDICAL TABLE	X				HUMANE-SOCIETY-SOUTH CLINIC
652765	MEDICAL-AUTOCLAVE	X				HUMANE-SOCIETY-SOUTH CLINIC
652766	MEDICAL TABLE	X				HUMANE-SOCIETY-SOUTH CLINIC
	CAGE BANKS	X				HUMANE-SOCIETY-SOUTH CLINIC