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

MEMORANDUM

Agenda Item No. 9(A)(1)

TO:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners	**DATE:**	May 5, 2015
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution approving amended Partner Program Agreement with the South Florida Veterinary Foundation; and authorizing County Mayor to execute same, amend fee schedule or services under certain circumstances, and exercise any and all provisions contained therein Resolution No. R-417-15

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

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: May 5, 2015

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

From: Carlos A. Gimenez
Mayor

Resolution Approving Amended Partner Program Agreement

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving the execution of the Amended Partner Program Agreement, previously executed pursuant to Resolution No. R-623-14, to include fee waived sterilization services for community cats, reduced reimbursement fees for chemical sterilization of dogs, a change in the structure of the payments provided to the South Florida Veterinary Foundation (SFVF), establishing the authority of the Animal Services Department (ASD) to prohibit participation of subcontractors not meeting standards of performance, and providing the County Mayor or the County Mayor's designee the authority to amend the Agreement's fee schedule and services as may prove necessary to promote the re-homing of shelter pets. The amendment of this Agreement shall not in any way alter or expand the amount of the original grant provided for in Resolution No. R-623-14.

SCOPE

The impact of this item is countywide in nature as services rendered are open to all residents of Miami-Dade County (County).

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to the County with the approval of this item, as the execution of this Amended Agreement shall not in any way alter or expand the amount of the original funding for this Agreement, as provided for in Resolution No. R-623-14.

TRACK RECORD/MONITOR

ASD staff responsible for monitoring this resolution are Kathleen Labrada, Chief of Operations and Enforcement, and Virginia Diaz, Chief of Licensing and Finance.

BACKGROUND

Pursuant to Resolution No. R-583-12, the ASD continues to successfully develop and implement lifesaving programs and services in support of the No Kill Plan. Expansion of the existing fee waived trap-neuter-return (TNR) program for cats is instrumental to achieving a 90 percent save rate. Currently, the TNR program is available only through the ASD shelter located in Medley. Making the service available to County residents through the network of participating veterinarians will enhance residents' accessibility to the service countywide. The expanded spay/neuter services were added to the County's first ever veterinary voucher program, previously approved and funded by the Board, pursuant to Resolution No. R-623-14 on July 1, 2014, which established the original Partner Program Agreement.

It is recommended that the Board authorize the County Mayor or the County Mayor's designee to execute an Amended Partner Program Agreement, containing the following additional provisions:

- the amendment related to fee waived sterilization services for community cats provides for the additional services of cat sterilization and left ear tipping for community cats;
- to include reimbursement fees for chemical sterilization of male dogs provides the option for chemical sterilization to be performed, which typically ranges in actual costs from $5.00 to $25.00 per dog;
- a change in structure of the payments to SFVF creating a tri-annual billing cycle, with an initial draw to SFVF of $33,334.00;
- allowing the County the right to rescind, revoke or refuse subcontractor participation based on failure to perform in a satisfactory manner; and
- amending the fee schedule or services under the Agreement, as may prove necessary to include additional services that would promote the health, welfare and adoptability of shelter pets, provided that such amendments do not alter the amount of the original grant for this Agreement as outlined in R-623-14.

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: May 5, 2015

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

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

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(1)
5-5-15

RESOLUTION NO. R-417-15

RESOLUTION APPROVING AMENDED PARTNER PROGRAM AGREEMENT WITH THE SOUTH FLORIDA VETERINARY FOUNDATION; AND AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME, AMEND FEE SCHEDULE OR SERVICES UNDER CERTAIN CIRCUMSTANCES, AND EXERCISE ANY AND ALL PROVISIONS CONTAINED THEREIN

WHEREAS, the Miami-Dade County Animal Services Department ("Animal Services") desires to further expand community spay and neuter services to provide greater access to this service and reduce shelter intake of abandoned pets; and

WHEREAS, on July 1, 2014, pursuant to Resolution No. R-623-14, the Board of County Commissioners approved the execution of the Partner Program Agreement between Animal Services and the Dade County Veterinary Foundation, Inc. d/b/a The South Florida Veterinary Foundation ("SFVF"), establishing the first-ever voucher program with local veterinarians to increase community spay/neuter surgeries by providing income qualified individuals with low cost pet sterilization; and

WHEREAS, Animal Services and the SFVF have agreed to amend the Partner Program Agreement to include the following additional provisions:

1. The sterilization of free-roaming cats/community cats as an allowable activity as provided for in the amended agreement; and
2. The chemical sterilization of male dogs at a reduced reimbursement rate; and

3. A change to the structure of payments made to SFVF, to create a tri-annual billing cycle, with an initial draw to SFVF of $33,334.00; and

4. Allowing ASD to prohibit the participation of certain SFVF agents and/or employees if they fail to meet ASD'S standards of performance; and

5. Authorizing the County Mayor or Mayor's designee to amend the fee schedule or services under the Partner Program Agreement, to include additional services that would promote the health, welfare and adoptability of shelter pets, provided that such amendments do not alter the amount of the original grant for this Agreement, as outlined in Resolution No. R-623-14; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, nothing in the Amended Partner Program Agreement shall alter the amount of the original grant for this Agreement, as outlined in Resolution No. R-623-14,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Amended Program Partnership Agreement with SFVF in substantially the form attached hereto, and authorizes the County Mayor or Mayor's designee to execute same, to amend the fee schedule or services in the future as may prove necessary to include additional services that would promote the health, welfare and adoptability of shelter pets, provided that such amendments do not alter the amount of the original grant for the Partner Program Agreement, and to exercise any and all rights conferred therein.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of May, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: *Christopher Agrippa*
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Sabrina Levin

MIAMI-DADE COUNTY ANIMAL SERVICES DEPARTMENT

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

AMENDED PARTNER PROGRAM AGREEMENT

THIS AMENDED PARTNER PROGRAM AGREEMENT (the "Agreement") made and entered into as of this ___ day of _____, 2015, by and between the Dade County Veterinary Foundation, Inc., d/b/a The South Florida Veterinary Foundation (the "SFVF" or "Provider"), 751 NE 168 Street, North Miami Beach, FL 33162, and Miami-Dade County (the "COUNTY"), a political subdivision of the State of Florida, through its Animal Services Department ("ASD"), with an address at 7401 N.W. 74 Street, Medley, FL 33166.

W I T N E S S E T H:

WHEREAS, SFVF and the COUNTY previously entered into a Partner Program Agreement, as approved by Resolution No. R-623-14 on July 1, 2014;

WHEREAS, SFVF and the COUNTY now wish to enter into this Amended Partner Program Agreement, with the inclusion of additional provisions, which have been bolded and underlined herein, and the removal of certain language, which has been struck through as indicated herein; and

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

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

WHEREAS, the COUNTY desires to expand spay/neuter services to meet the unmet demand for low cost spay/neuter surgery throughout the community, estimated at more than 50,000 surgeries annually **to include non-income qualified free sterilization of community cats**; and

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

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

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

1. **DEFINITIONS.**

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

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

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

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

d. "Qualified Resident" shall mean a resident of Miami-Dade County who receives federal assistance and who provides one of the following forms of proof of federal assistance:

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

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

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

2. **RESPONSIBILITIES OF THE SFVF.**

The SFVF shall be responsible for providing the following:

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

b. Scheduling appointments;

c. Administration of the program;

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

e. Submitting completed vouchers for reimbursement;

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

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

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

Spay/Neuter Reimbursement Fees

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

*A $25.00 increase for dogs exceeding 55 lbs, and for Pymetra, Pregnant, or Cryptorchid is to be included as part of this above payment schedule. Community cats shall not be subject to any co-pay. Chemical castration of male dogs shall be subject to a reimbursement rate of $40.00 per dog.

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

i. **Providing sterilization, rabies vaccination and mandatory left ear tip for community cats.**

3. **RESPONSIBILITIES OF THE COUNTY.**

The COUNTY shall be responsible for providing the following:

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

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

- ASD shall provide SFVF with an initial draw of ~~$25,000.00~~ **$33,334.00** no later than thirty (30) days after the execution of this Agreement by all parties.
- Each additional increment shall be funded by ASD after approval following receipt from SFVF of proof of previous increment and properly submitted vouchers. **Payments are based on a** ~~Funding of~~ **tri-annual billing cycle of $33,333.00** ~~each such increment~~ **which** shall be made to SFVF after receipt and approval of said vouchers, which shall in no event, be later than forty-five (45) days. After the last installment has been disbursed to SFVF, SFVF will provide ASD with proof the last installment is being spent on properly submitted vouchers on a monthly basis until expenditure of all funds. ASD shall have sole discretion in determining whether proof of vouchers has been properly submitted.

4. **TERM.**

The agreement term shall begin on _____ 2015 (the "Commencement Date"), and shall continue until September 30, 2016 (the "Term"), unless earlier terminated pursuant to Sections 7, 8 or 9 of this Agreement. The Mayor or designee, under their sole discretion, shall have the option to extend this Agreement for an additional one (1) year term.

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

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

5. **INDEMNIFICATION.**

The SFVF shall indemnify and hold harmless the COUNTY and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising to third parties or to SFVF or its employees, agents, servants, partners, principals, or subcontractors in the operation of the Low Cost Community Spay/Neuter Program by the SFVF or its employees, agents, servants, partners, principals, or subcontractors. The SFVF shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The SFVF expressly understands and agrees that any insurance protection provided by the SFVF shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the COUNTY or its officers, employees, agents, and instrumentalities as herein provided.

6. **INSURANCE REQUIREMENT.**

Prior to the disbursement of funds, SFVF shall furnish to the Animal Services Department Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

a. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $ 300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

SFVF shall provide or cause the participating veterinarians to provide:

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

7. **BREACH OF AGREEMENT: COUNTY REMEDIES.**

a. **Breach.** A breach by the Provider shall have occurred under this Agreement if:

- the Provider fails to provide the services outlined in the Agreement or meet expected expenditure rates within the effective term of this Agreement;
- the Provider ineffectively or improperly uses the County funds allocated under this Agreement;
- the Provider does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division;
- if applicable, the Provider does not furnish upon request by the County proof of licensure/certification or proof of background screening required by this Agreement;
- the Provider fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding

disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;
- the Provider does not submit or submits incomplete or incorrect required reports or reports that indicate that expected expenditure rates are not being met;
- the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program;
- the Provider discriminates under any of the laws outlined in this Agreement;
- the Provider, attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement;
- the Provider fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described and defined in a Corrective Action Plan (CAP);
- the Provider fails to submit the Certificate of Corporate Status, or proof of tax status; and
- the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Agreement;
- the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment A) or the State Affidavit (Attachment B);
- the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (included in Attachment A, under section no. 3); or
- the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Agreement.

Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. Any waiver of any provision in this Agreement must be in writing and signed by both parties.

b. **COUNTY Remedies.** If the Provider breaches this Agreement, the COUNTY may pursue any or all of the following remedies:

- The COUNTY may terminate this Agreement by giving written notice to the Provider of such termination and specifying the effective date thereof. In the event of termination, the COUNTY may:

  - o request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with COUNTY funds under this Agreement;
  - o seek reimbursement of COUNTY funds allocated to the Provider under this Agreement;
  - o terminate or cancel any other contracts entered into between the COUNTY and the Provider. The Provider shall be responsible for all direct and

indirect costs associated with such termination, including attorney's fees. The COUNTY may also, in the COUNTY'S sole discretion, recapture a proportionate amount of funding if expected expenditure rates under this Agreement are not met by Provider in the COUNTY'S sole discretion;

- The COUNTY may suspend payment in whole or in part under this Agreement by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the COUNTY shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The COUNTY may also suspend any payments in whole or in part under any other contracts entered into between the COUNTY and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees. The COUNTY may also, in the COUNTY'S sole discretion, recapture a proportionate amount of funding if expected expenditure rates under this Agreement are not met by Provider in the COUNTY'S sole discretion;
- The COUNTY may seek enforcement of this Agreement including but not limited to by filing an action in a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;
- The COUNTY may debar the Provider from future COUNTY contracting;
- If, for any reason, the Provider should attempt to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement, the COUNTY shall, whenever practicable, terminate this Agreement by giving written notice to the provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The COUNTY may terminate or cancel any other contracts which such individual or entity has with the COUNTY. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation, or material misstatement may be debarred from county contracting for up to five (5) years;
- Any other remedy available at law or equity.

8. **TERMINATION.**

This Agreement shall terminate upon the occurrence of any one of the following events, whichever shall occur first:

a. SFVF expends and the COUNTY funds the entire maximum grant amount;

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

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

9. **PAYMENT PROCEDURES.**

The COUNTY agrees to pay the Provider for services rendered under this Agreement based on the payment schedule which is incorporated for services provided under the attached Scope of Services. Payment shall be made in accordance with procedures outlined below and if applicable, the Sherman S. Winn Prompt Payment Ordinance.

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

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

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

d. **Requests for Payment.** In order to receive payment, the Provider shall submit a Monthly Summary of Expenditures Report and a Monthly Performance Report on forms provided by ASD. ASD must receive the Monthly Summary of Expenditures Report and the Monthly Performance Report from SFVF no later than sixty (60) days after the end of the following month in which services were provided. The Monthly

Summary of Expenditures Report shall reflect the expenses incurred by the Provider for the month in which services were rendered and documented in the Monthly Performance Report. If the Provider is not meeting its expected expenditure rates of **$33,333.00** ~~$25,000~~ per ~~quarter~~ **tri-annual payment**, then a corrective action plan must accompany the Provider's Monthly Summary of Expenditures Report.

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

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

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

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

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

10. **APPLICABLE LAW.**

This Agreement, including its interpretation and enforcement, shall be governed by, and construed in accordance with, the laws of the State of Florida, except for the rules pertaining to conflict of laws, which would provide for application of the laws of another jurisdiction. The COUNTY and the SFVF hereby submit to the in personam jurisdiction and venue of the courts located in Miami-Dade County, Florida, and of the U.S. District Court for the Southern District of Florida and the Eleventh Judicial District Court of the State of Florida. In any action for breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees incurred in bringing or defending against such claim.

11. **AUDITS.**

The Provider understands that it may be subject to an audit, random or otherwise, by the Office of the Miami-Dade County Inspector General or an Independent Private Sector Inspector General retained by the Office of the Inspector General, or the COUNTY Commission Auditor. The Provider may also be subject to an internal review, random or otherwise, by the ASD.

Independent Private Sector Inspector General Reviews. The attention of the Provider is hereby directed to the requirements of Miami-Dade County Code Section 2-1076; in that the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed COUNTY programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Provider from IG, the Provider shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all COUNTY contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the COUNTY. Grant recipients are exempt from paying the cost of the audit which is normally ¼ of 1% of the total contract amount.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, COUNTY staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

Nothing in this Agreement shall impair any independent right of the COUNTY to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the COUNTY by the Provider or third parties.

12. **PUBLIC RECORDS.**

Public Records – Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Provider shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;

b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Provider upon termination of this Agreement. Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Section, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

Provider's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Provider does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the County may, at the County's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

13. **NO THIRD PARTY BENEFICIARIES.**

This Agreement has no intended or unintended third party beneficiaries.

14. **SEVERABILITY.**

If a provision of this Agreement is or becomes illegal, invalid or unenforceable, that shall not affect the remainder of this Agreement, which shall remain in full force and effect.

15. **CONSTRUCTION OF THE AGREEMENT.**

This Agreement shall not be construed against the drafter of this Agreement.

16. **DOMESTIC VIOLENCE.**

The Provider agrees that it is in compliance with the Domestic Violence Leave ordinance, codified as § 11A-60 et. seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade

County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against Provider.

17. **PARTICIPATING PROVIDERS.**

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

18. **COMPLIANCE WITH ALL APPLICABLE LAW.**

The Provider agrees to comply with any and all applicable federal, state, county and local laws, regulations and ordinances. The Provider agrees to comply with and complete any COUNTY-required affidavits.

19. **NOTICES.**

Any notices permitted or required to be given under this Agreement must be sent, either by personal delivery, first class mail (return receipt requested), or recognized overnight courier services (e.g., Federal Express or DHL), to the following addresses:

If to the COUNTY:

Miami-Dade County Animal Services Department
7401 NW 74th Street
Miami, FL 33166-2493
Attention: Alex Muñoz, Director
Facsimile: (305) 805-1619

If to the SFVF:

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

20. ASSIGNMENT.

This Agreement shall not be assignable.

21. MANNER OF PERFORMANCE.

The Provider 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 Provider in all aspects of the Services. If requested by the COUNTY, the Provider shall promptly remove from the project any employee and/or agent of Provider performing services hereunder. The Provider understands that such removal of any of its employees and/or agents from providing services under this Agreement at the request of the COUNTY does not require the termination or demotion of that employee and/or agent by the Provider. Provider shall maintain full responsibility for the hiring, retention and supervision of its employees and/or agents performing services under this Agreement.

22. AMENDMENT OF FEE SCHEDULE AND SERVICES

The County Mayor or the Mayor's designee shall have the authority to execute amendments to the fee schedule or services outlined within this Agreement, as may prove necessary to include additional services that would promote the health, welfare and adoptability of shelter pets, provided that such amendments do not alter the amount of the original grant for this Agreement, as outlined in R-623-14.

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

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

By: Irving M. Lerner DVM
(an authorized signatory)
Print name: Irving M. Lerner, DVM
Title: SFVF, president

(AFFIX INCORPORATION SEAL)

ATTEST:

HARVEY RUVIN, CLERK

BY:

_____
DEPUTY CLERK

_____
(DATE)

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

_____
Carlos A. Gimenez
County Mayor
Or Mayor's Designee

_____
(DATE)

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

BEFORE ME, the undersigned authority, personally appeared _____, to me well known and known to me to be the individual described in and who executed the foregoing instrument as the _____ of _____, and acknowledged to and before me that he executed such instrument as such _____ of said _____, and that said instrument is the free act and deed of said limited liability company.

WITNESS my hand and official seal this ___ day of _____, _____.

(SEAL)

Signature: _____
Title: Notary Public

Name: [Print or type]_____
Serial No., if any:_____
My commission expires:_____