

# Memorandum



**Date:** December 12, 2023

**To:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

Agenda Item No. 9(A)(1)

**From:** Daniella Levine Cava  
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

**Subject:** Resolution approving interlocal agreement with the University of Florida Board of Trustees for clinical and supervisory services in the field of veterinary medicine for a four-year term

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## **Executive Summary**

The County previously entered into an Agreement on June 4, 2019, Resolution No. R-614-19 with the University of Florida Board of Trustees for clinical and supervisory services in the field of veterinary medicine. Both parties desire to continue the collaboration with a four-year term at an estimated annual County contribution beginning at \$133,792.34 and not to exceed a total cost of \$535,169.36. This partnership has helped Animal Services Department (ASD) to increase spay/neuter services, as well as to improve veterinary medical programs through the application of progressive, scientifically based methods of individual animal and shelter management – all in pursuit of ASD’s lifesaving mission.

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution approving an interlocal agreement with the University of Florida Board of Trustees (Agreement) and authorizing the County Mayor or the County Mayor’s designee to execute same and exercise any and all provisions contained therein. Through this collaboration, faculty and students from the University’s College of Veterinary Medicine will provide veterinary services, spay/neuter surgeries, and assist with a behavioral enrichment program for animals under ASD’s care.

More specifically, the Resolution authorizes the following actions:

- The University of Florida shall provide 1.25 full-time equivalent (“FTE”) professional clinical and supervisory services, and 1.0 FTE Technician support. They will render clinical services, perform spay/neuter surgeries, and collaborate with ASD’s behavioral enrichment program.
- University faculty and students will assist in the provision of veterinary medical care to injured or diseased dogs and cats for those shelter animals who are under the care and custody of ASD on a five-day-per-week receiving schedule at times mutually agreed-upon by the parties.

- ASD will provide all personnel, equipment, and other clinical or administrative support services as are reasonably required for faculty and students to provide services. Staff will provide technical support and share their expertise in the field of shelter medicine, provided that students shall be under the exclusive oversight and supervision of their Faculty Veterinarian(s) at all times.
- ASD will be solely responsible for scheduling all appointments and communicating, five (5) business days in advance, to the assigned Faculty Veterinarian(s) the actual days and hours when services are needed.

**Scope**

This service will be offered to and benefit all County residents.

**Delegation of Authority**

Authorizes the County Mayor or the County Mayor's designee to execute the Agreement and exercise any and all provisions therein.

**Fiscal Impact/Funding Source**

This four-year Agreement carries an estimated annual allocation beginning at \$133,792.34, already included in the FY 23/24 budget. However, both parties recognize that the annual amount may be subsequently adjusted, though not to exceed 5% per annum, to remain consistent with the University's personnel and payroll policies. The total fiscal impact of the Agreement will be approximately \$535,169.36.

**Track Record/Monitor**

Charles Scherer, Assistant Director, Animal Services Department, is the responsible party for monitoring the Agreement.

**Background**

The County entered into a partnership with the University of Florida Board of Trustees in 2016. This is an unparalleled collaboration between the veterinary medical profession, academic veterinary medicine, and the animal welfare community – all for the benefit of vulnerable pets in our County. Through this partnership, ASD benefits from additional support, and veterinarian students have access to clinical education in various veterinary medical disciplines to complete their professional development. Based on their shared successes, both parties wish to renew this Agreement.



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Morris Copeland  
Chief Community Services Officer



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** December 12, 2023

**FROM:**   
Gen Bonzon-Keenan  
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
- Statement of social equity 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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) 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)  
12-12-23

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY THROUGH THE ANIMAL SERVICES DEPARTMENT (ASD) AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR CLINICAL AND SUPERVISORY SERVICES IN THE FIELD OF VETERINARY MEDICINE FOR A FOUR-YEAR TERM WITH A MODIFIED ESTIMATED ANNUAL COUNTY CONTRIBUTION BEGINNING AT \$133,792.34 FOR A TOTAL ESTIMATED COST TO THE COUNTY OF \$535,169.36 OVER THE FOUR-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ANY AND ALL PROVISIONS CONTAINED THEREIN

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby approves the interlocal agreement with the University of Florida Board of Trustees for clinical and supervisory services in the field of veterinary medicine, in substantially the form attached hereto and made a part hereof for a four-year term with an estimated annual County contribution beginning at \$133,792.34 for a total estimated cost to the County of \$535,169.36 over the four-year term of the agreement; and authorizes the County Mayor or County Mayor's designee to execute same and exercise any and all provisions contained therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman  
Anthony Rodríguez, Vice Chairman

|                        |                      |
|------------------------|----------------------|
| Marleine Bastien       | Juan Carlos Bermudez |
| Kevin Marino Cabrera   | Sen. René García     |
| Roberto J. Gonzalez    | Keon Hardemon        |
| Danielle Cohen Higgins | Eileen Higgins       |
| Kionne L. McGhee       | Raquel A. Regalado   |
| Micky Steinberg        |                      |

The Chairperson thereupon declared this resolution duly passed and adopted this 12<sup>th</sup> day of December, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Eduardo W. Gonzalez



**AGREEMENT BETWEEN  
MIAMI-DADE COUNTY,  
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA  
AND  
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR CLINICAL AND  
SUPERVISORY SERVICES  
FOR A  
VETERINARY SERVICES, SPAY/NEUTER,  
AND BEHAVIORAL ENRICHMENT PROGRAM**

THIS AGREEMENT (“Agreement”), effective as of July 1, 2023 (the “Effective Date”), by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (“COUNTY” herein), and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES** (“UNIVERSITY” herein), a public body corporate of the State of Florida, **FOR THE BENEFIT OF THE DEPARTMENT OF SMALL ANIMAL CLINICAL SCIENCES, COLLEGE OF VETERINARY MEDICINE, UNIVERSITY OF FLORIDA,**

**WITNESSETH:**

**WHEREAS**, the COUNTY, through its Animal Services Department (“ASD”) desires to increase the live release rate of shelter pets;

**WHEREAS**, the COUNTY, through its ASD desires to improve spay/neuter services and veterinary medical programs through application of progressive, scientifically based methods of individual animal and shelter management;

**WHEREAS**, the COUNTY, through its ASD desires to establish an unparalleled collaboration between the veterinary medical profession, academic veterinary medicine, and the animal welfare community;

**WHEREAS**, the COUNTY, through its ASD desires to continue its collaboration with the University of Florida, the state’s only public College of Veterinary Medicine;

**WHEREAS**, Under Article IX, § 7 (a) of the Florida Constitution, UNIVERSITY’S purpose or “mission” is to achieve excellence through: 1) teaching students, 2) advancing research, and 3) providing public service for the benefit of the state’s citizens, the provision of UNIVERSITY’S services within the scope of the arrangement described hereunder operates to further these important goals by providing a public service to the COUNTY by assisting with the spay neuter clinic (surgeries) and with aspects of shelter medicine (provide training), and through which UNIVERSITY will benefit from collaboration with a nationally recognized shelter and a clinical setting in Miami, for UNIVERSITY’S services and educational activities;

**WHEREAS**, UNIVERSITY, in its educational programs for the development of veterinary medical professionals, has responsibility for the training of students and resident veterinarians who require clinical education in various veterinary medical disciplines to complete their professional development;

**WHEREAS**, UNIVERSITY commensurate with its tri-fold mission of education,

UF #620797

research and service, has a Shelter Medicine Externship arrangement in which COUNTY is a participating shelter so that COUNTY may serve as a training site for UNIVERSITY students;

**WHEREAS**, COUNTY is in need of a qualified faculty veterinarian to provide supervision of UNIVERSITY students and residents who provide clinical services as a part of their rotation at COUNTY, and UNIVERSITY is willing to provide such services;

**WHEREAS**, pursuant to Resolution R-583-12 and R-476-13 the programs outlined in this agreement are aligned with the plan to achieve a no-kill shelter;

**NOW, THEREFORE**, for and in consideration of these premises, the terms and conditions hereinafter set forth, and the mutual benefits each unto the other flowing, the parties hereto agree as follows:

**I. UNIVERSITY RESPONSIBILITIES**

1.01 Assignment of UNIVERSITY's Faculty Veterinarian. During the term of this Agreement, UNIVERSITY, through assignment of an appropriately qualified, licensed, and experienced UNIVERSITY-employed faculty veterinarian(s) ("Faculty Veterinarian(s)"), and FTE ASD forensic and training veterinary technician ("Technician") to COUNTY facility(ies) located at 3599 NW 79<sup>th</sup> Avenue, Doral, FL 33166 ("Facility"), shall provide 1.25 full-time equivalent ("FTE") professional clinical and supervisory services, and 1.0 FTE Technician support, as needed for purposes of establishing a UNIVERSITY clinical services, spay neuter, and behavioral enrichment program at COUNTY and ensuring appropriate supervision of UNIVERSITY students and resident veterinarians in their treatment of shelter animals at COUNTY Facility(ies). The parties agree that a Miami Dade Animal Shelter Veterinarian shall be the 0.25 FTE Faculty Veterinarian, and UNIVERSITY will designate its own veterinarian in the future, at its discretion, which shall be the 1.0 FTE Faculty Veterinarian assigned to perform the responsibilities set forth herein.

1.02 Description of UNIVERSITY Program Services. UNIVERSITY shall be responsible for the following:

- i. Ensuring all shelter pets and community cats clinically managed through the South Florida Shelter Medicine Alliance are treated with kindness, dignity and respect.
- ii. Providing for shelter animals only, as high volume, high quality spay/neuter services as possible within constraints of good practices for teaching of UNIVERSITY's students, which shall not exceed a ratio of three (3) groups of two (2) students each.
- iii. Assist in the provision of veterinary medical care to injured or diseased dogs and cats for those shelter animals who are under the care and control of ASD.
- iv. Providing wellness care, for shelter animals only, as needed to include vaccinations, heartworm preventative and anthelmintics. Administration of oral, injectable and/or topical medications prescribed by a veterinarian licensed to practice in the state of Florida.

- v. Maintaining complete medical histories for each animal clinically treated through the Program.
- vi. Providing veterinary technician staff support as UNIVERSITY determines is necessary to assist its faculty veterinarian assigned to provide services herein, and as will minimize the impact to the COUNTY.
- vii. Administration of UNIVERSITY's Program.

1.03 Hours and Location of Services. UNIVERSITY, through its assigned Faculty Veterinarian and Technician support, shall provide the described professional clinical and supervisory services on-site at COUNTY' Facility(ies) on a five-day-per-week receiving schedule at times mutually agreed-upon by the parties.

1.04 Medical Records. UNIVERSITY shall, in accordance with policies of COUNTY, direct its staff and student to promptly prepare and file a medical history report with the COUNTY Facility(ies) of all examinations, procedures, and other veterinarian services performed pursuant to this Agreement. Notwithstanding the forgoing, COUNTY staff shall input all spay and neuter services.

1.05 Adherence to Regulatory Requirements and Policies and Procedures. UNIVERSITY, through its assigned Faculty Veterinarian(s), shall provide clinical services hereunder in accordance with the policies, procedures, by-laws, rules and regulations of COUNTY as mandated by federal, state and/or licensing board requirements, provided such policies, procedures, by-laws, rules and regulations do not conflict with those of UNIVERSITY. UNIVERSITY shall cooperate with COUNTY to ensure that Faculty Veterinarian complies with all applicable requirements and recommendations, and all applicable state and federal licensing and accrediting bodies.

1.06 Professional Judgment. Services of UNIVERSITY'S Faculty Veterinarian(s) and Technician shall at all times be under the exclusive control and supervision of UNIVERSITY while performing UNIVERSITY Program Services as described in Section 1.02. COUNTY acknowledges and agrees that it shall not exercise control or direction over the means, methods, or manner by which the assigned UNIVERSITY Veterinarians exercise professional judgment in the provision of services as set forth herein. The COUNTY shall collaborate with the UNIVERSITY's Faculty Veterinarians to ensure provision of services are in accordance with standard operating procedures and Miami-Dade County Code. UNIVERSITY shall remove any person placed by UNIVERSITY under this agreement for the commission of any violation of the COUNTY'S personnel rules that would make the person subject to disciplinary action under the rules if such person were an employee of the COUNTY, without reference to any rights to appeal or other procedural protection that would be applicable to employees.

1.07 Unavailability or Replacement of Faculty Veterinarian. If the Faculty Veterinarian assigned becomes permanently unavailable, for any reason, to perform services hereunder, UNIVERSITY shall use best efforts to replace such individual with another qualified replacement through UNIVERSITY recruitment efforts or from within UNIVERSITY's own personnel. However, in the event of the permanent unavailability of the assigned Faculty Veterinarian and no available acceptable replacement, this Agreement may be terminated



immediately in accord with Article IV., but without regard to Section 4.03 of the Agreement.

1.08 Temporary Replacement. UNIVERSITY shall notify COUNTY with the name of the UNIVERSITY Faculty Veterinarian(s) who shall be assigned by UNIVERSITY, when the primary Faculty Veterinarian is temporarily unavailable to provide the service described herein.

## **II. COUNTY RESPONSIBILITIES**

2.01 Grant of Rights. The COUNTY hereby grants the UNIVERSITY the right to administer supported veterinary services, spay/neuter and behavioral enrichment for pets under the care and control of COUNTY's Animal Service Department, subject to the responsibilities set forth in Section 1.02.

2.02 Operational Requirements. The COUNTY shall be responsible for the following:

- i. Identifying at-risk shelter pets for inclusion in the South Florida Shelter Medicine Alliance Program.
- ii. Other than UNIVERSITY's assigned Technician, , provide all personnel, equipment, and other clinical or administrative support services as are reasonably required for UNIVERSITY's Faculty Veterinarian to provide the services described herein.
- iii. Administer and operate COUNTY Facility(ies) in accordance with applicable federal, state, or local policies, rules, laws, and regulations.
- iv. Assign a Contract Manager (the Director of COUNTY's ASD or designee) to monitor the Program to ensure compliance with Chapter 5 of the Miami-Dade County Code.
- v. Providing technical support and expertise in the field of shelter medicine, provided that UNIVERSITY students shall at all times be under the exclusive oversight and supervision of UNIVERSITY'S Faculty Veterinarian(s).
- vi. Engaging the South Florida Veterinary Medical Association in support of the Program.
- vii. Providing recommendations for scheduled rotations of students by UNIVERSITY. All guidelines and curriculum for students shall be developed and approved by UNIVERSITY.

2.03 Promotion. COUNTY shall comply with UNIVERSITY's requirements for obtaining written consent or the right to use the name, logo, or likeness of UNIVERSITY, or UNIVERSITY's staff, in any signage, advertising, or promotional material. Prior to using the name, logo, or likeness of the UNIVERSITY, or any of UNIVERSITY's staff, in any signage, advertising, or promotional material ("Proprietary Material"), requests for use of UNIVERSITY's Proprietary Material must be presented to, and approved by the Chief Communications Officer and Associate Vice President for Health Affairs, UF Health Communications, P. O. Box 100253, University of Florida, Gainesville, FL 32610-0253, telephone (352) 273-5810; fax (352) 392-9220. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

2.04 Scheduling of Appointments. COUNTY shall be responsible for scheduling all appointments and Communicating, five (5) business days in advance, to the assigned UNIVERSITY Veterinarian(s) the actual days and hours when services are needed and UNIVERSITY Veterinarian(s) will need to be present at COUNTY'S Facility.

### **III. COMPENSATION, ADJUSTMENTS, AND REIMBURSEMENT FOR ACCRUED LEAVE**

3.01 Compensation for Services. Commencing on the Effective Date of this Agreement, the COUNTY agrees to pay on an annual basis to UNIVERSITY, the amount identified as COUNTY'S Estimated Contribution in the Attached Exhibit A. The COUNTY'S Estimated Contribution is an annual amount equivalent to fifty percent (50%) of certain prorated estimated salaries and benefits incurred by UNIVERSITY for or on behalf of the UNIVERSITY-employed Faculty Veterinarian(s) and Technician assigned by UNIVERSITY to render services pursuant to this Agreement. The total annual budget for UNIVERSITY's services described herein (referred to hereinafter as the "Annual Amount") is set forth in Exhibit A, attached here and by this reference incorporated herein. UNIVERSITY's provision of the veterinary services described herein shall be contingent at all times upon funding of the remaining 50% of the Annual Amount. UNIVERSITY shall have no obligation to provide the services described under this Agreement if funding for 100% of the Annual Amount specified on Exhibit A cannot be confirmed. Within thirty (30) days of the end of each year of the Agreement, the parties shall perform a reconciliation of the actual amounts of the salaries and benefits, and the COUNTY shall pay, or be reimbursed, any amount which results from the reconciliation of actual to estimates.

3.02 Annual Adjustment. Both parties further recognize that the Annual Amount may be subsequently adjusted in an amount not to exceed 5% per annum, consistent with UNIVERSITY's personnel and payroll policies, and COUNTY hereby agrees to continue to pay to UNIVERSITY 50% of the salary and administrative costs of UNIVERSITY for Faculty Veterinarian(s) and Technician subsequent to any adjustments. It is the intent of the parties hereto that such adjustments shall be accomplished without modifying or amending this Agreement. In the event the Annual Amount specified herein, requires adjustment, UNIVERSITY shall notify COUNTY in writing as soon as possible following UNIVERSITY'S knowledge of the adjusted amount, but no later than thirty (30) calendar days following the date of said knowledge. Any other modification or revision of this Agreement shall be incorporated in a formal written amendment to this Agreement, as described in Section 4.02 herein.

3.03 Reimbursement for Accrued Leave. At such time as when this Agreement is terminated, COUNTY shall reimburse UNIVERSITY within thirty (30) calendar days from date of termination for 100% of the remaining value of the accrued sick and annual leave earned by the UNIVERSITY-assigned Faculty Veterinarian(s) while performing the services described herein, and which Faculty Veterinarian(s) is entitled to receive pursuant to UNIVERSITY's human resources policies.

3.04 Payment to UNIVERSITY. Based on the amounts set forth in Exhibit A attached hereto, fifty percent (50%) of the Annual Amount is estimated to equal One Hundred Thirty-Three Thousand Seven Hundred Ninety-Two Dollars (\$133,792), and shall be paid in advance by

COUNTY to UNIVERSITY on a monthly basis in an amount equal to Eleven Thousand One Hundred Forty-Nine Dollars and Thirty-Three Cents (\$11,149.33) (“Monthly Amount”). UNIVERSITY shall invoice COUNTY, in advance, for each quarter that this Agreement is in effect, for services to be rendered in that quarter. COUNTY shall make payment by check to UNIVERSITY, within ten (30) days of receipt of invoice from UNIVERSITY. Checks shall be made payable to “UF FVMFA” and shall be forwarded to Mr. Bobby Lee, Executive Director, Medical and Health Administration, College of Veterinary Medicine, University of Florida, 2015 SW 16<sup>th</sup> Avenue, Room VI-130A, Gainesville, Florida 32610.

#### **IV. TERM, TERMINATION, AMENDMENT**

4.01 Effective Date. This Agreement shall be effective as of the Effective Date set forth above, and shall continue in full force and effect, until June 30, 2027 unless earlier terminated or amended as described herein. The parties shall meet three (3) months prior to the expiration of this Agreement to discuss renewal.

4.02 Amendments. The terms of this Agreement may be amended at any time by formal written amendment to this Agreement, executed by both parties. Such amendments may have a retroactive effective date. All amendments shall be attached to and become a part of this Agreement.

4.03 Termination. COUNTY and UNIVERSITY agree that this Agreement may be terminated at any time by mutual agreement, or by either party with or without cause with ninety (90) calendar days prior written notice of intent to terminate, given to the representative of the other party hereto in accordance with Section 7.01 of this Agreement. Notwithstanding the foregoing, the parties acknowledge that (1) the UNIVERSITY’s provision of services described hereunder necessitated employment of personnel, and (2) UNIVERSITY has specific policies and rules regarding required termination notices for all UNIVERSITY personnel. If COUNTY requests the removal of the assigned Faculty Veterinarian(s) and UNIVERSITY removes said UNIVERSITY faculty, COUNTY shall continue to make payment to UNIVERSITY for up to 365 days covering that Faculty Veterinarian’s employment cost and expenses incurred by UNIVERSITY, as set forth in this Agreement, UNIVERSITY shall use its best efforts to find alternative employment opportunities within UNIVERSITY for such UNIVERSITY faculty. In the event the affected UNIVERSITY personnel is placed in an alternative employment opportunity with UNIVERSITY, COUNTY shall only be responsible to the UNIVERSITY for the payment of the difference between the revenues generated by or attributable to that individual in the alternative UNIVERSITY employment opportunity and the employment costs that the UNIVERSITY would have incurred in relation to that individual had this Agreement remained in effect. The parties agree and understand that COUNTY shall have the option of obligating UNIVERSITY to continue to provide the services of UNIVERSITY personnel pursuant to the terms of this Agreement and the termination date shall be extended for any period of time during which COUNTY is obligated to make payment to UNIVERSITY for employment costs.

4.04 Effects of Termination. Termination of this Agreement shall not affect any rights or obligations of the parties hereunder which shall have previously accrued, or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

## V. INDEPENDENT CONTRACTORS

5.01 Independent Contractors. Both parties expressly intend that with regard to the provisions of this Agreement, said parties are independent contractors and no party hereto shall receive any other benefits besides those expressly provided for herein. Further, it is the express intent of the parties hereto that no agent, servant, contractor, or employee assigned by UNIVERSITY to fulfill its obligations described herein shall be deemed an agent, servant, contractor, or employee of COUNTY. Regardless of anything else contained in or implied from this Agreement, any employee of UNIVERSITY who may be performing the services herein described shall remain an employee of UNIVERSITY subject at all times to UNIVERSITY's policies and procedures, and in no way shall such employee be deemed an employee of COUNTY. UNIVERSITY assumes complete administrative and professional responsibility for UNIVERSITY's employees, including the provision of workers' compensation and other employment related insurance as may be required from time to time by state or other law or regulation. While rendering services pursuant to this Agreement each employee, student, or resident of UNIVERSITY shall wear a picture identification badge, which shall clearly denote the employee, student, or resident's status with UNIVERSITY. '

## VI. PROFESSIONAL LIABILITY COVERAGE

6.01 UNIVERSITY's Liability Protection. To the extent that the State of Florida, on behalf of the Board of Trustees, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Florida Statutes, UNIVERSITY and its employees are protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars (\$200,000.00), and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars (\$300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Florida Statutes. Employees and agents of UNIVERSITY are not individually subject to actions arising from their State functions. Any damages allocated against the Board of Trustees as prescribed by Section 768.81, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the Board of Trustees in professional liability actions (see Section 766.112(2), of the Florida Statutes). The sole remedy available to a claimant to collect damages allocated to the Board of Trustees is as described in Section 768.28, Florida Statutes. All liability protection described in this Section is on an "occurrence" basis. The University of Florida J. Hillis Miller Health Center Self-Insurance Program provides ongoing protection with no expiration.

6.02 COUNTY's Liability Protection. COUNTY represents that it is self-insured or insured for liability insurance in accordance with §768.28 Florida Statutes. COUNTY shall provide evidence of such insurance upon reasonable request of UNIVERSITY.

## VII. NOTICES

7.01 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 DHI.), to the following addresses:

- a. If to the COUNTY:  
Miami-Dade County Animal Services  
Department 3599 NW 79<sup>th</sup> Avenue  
Doral, FL 33166-2493  
Attention: Bronwyn Stanford, Director Facsimile:  
(305) 805-1619
  
- b. If to UNIVERSITY:  
University of Florida College of Veterinary Medicine  
Attn: Dana N. Zimmel, DVM, DACVIM  
2015 SW 16th Avenue  
Gainesville, FL 32608

7.02 Change in Notice Representative. If, after this Agreement is executed, a party designates a new representative to accept notice, the party shall furnish the new representative's name and address, in writing, to the other party, and a copy of the notice shall be attached to this Agreement.

## VIII. MISCELLANEOUS

8.01 Scope of Low-Income/ Low Cost Spay/Neuter (or Full-Service) Program. The UNIVERSITY veterinary shelter medicine services provided pursuant to this Agreement are exclusively for the benefit of shelter animals with no private owner, and are not intended in any way to supplant the full-service care provided by community veterinarians to privately owned pets. To the extent that privately owned pets are brought to COUNTY Facility for spay/ neuter or other shelter medicine services, the provision of such services by UNIVERSITY, shall be limited to those resident owners who meet strict income qualifications, which are even more restrictive than those resident owners who are eligible to participate in the COUNTY's income-qualified program.

8.02 Clinical Education. UNIVERSITY's resident veterinarians will be supervised by UNIVERSITY in accordance with institutional and program policies and procedures as defined by the AVMA. COUNTY understands and accepts that UNIVERSITY's resident veterinarians perform clinical services in fulfillment of their educational training as defined by UNIVERSITY. Such training shall comply with the essentials of accredited residencies in graduate education as defined by AVMA. COUNTY acknowledges that an essential requirement of such accreditation is that as resident veterinarians gain more knowledge and skill, UNIVERSITY affords resident veterinarians greater latitude to make decisions and treat animal patients under the supervision of UNIVERSITY. UNIVERSITY shall maintain institutional and program policies and procedures as defined by AVMA that ensure that all resident veterinarians are supervised when performing their assigned clinical care responsibilities.

8.03 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended

or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors and assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

8.04 Assignability. This Agreement or any duty or obligation of performance hereunder may not be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

8.05 Binding Agreement. Neither this Agreement nor any amendments hereto shall be binding on the parties until they have been executed by the duly authorized representatives of UNIVERSITY and COUNTY, at which time the Agreement and/or amendment shall become effective as of the indicated effective date of each.

8.06 Legislative Appropriation. UNIVERSITY's performance and obligation under this Agreement are contingent upon an annual appropriation by the Florida Legislature. The COUNTY's performance and obligations under this Agreement shall be contingent upon an annual appropriation by the Board of County Commissioners.

8.07 Governing Law. UNIVERSITY contracts are governed by and interpreted under the laws of the State of Florida, without reference to its conflicts of laws principles, and the jurisdiction/venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise, in connection with, or by reason of the Agreement shall be in Alachua County, Florida

8.08 Performance. Failure of either party to insist upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term or condition, and the obligations of either party with respect thereto shall continue in full force and effect.

8.09 Enforceability. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of any other provision of this Agreement shall not be affected.

8.10 Entirety of Agreement. This Agreement states the entire contract between the parties in respect to the subject matter of this Agreement and supersedes any oral or written proposals, statements, discussions, negotiations or other agreements before or contemporaneous to this Agreement. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in this Agreement.

8.11 Public Records. UNIVERSITY shall be required to:

- (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.

(d) 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.

8.12 E-Verify Compliance; Unauthorized Alien Workers. Each party to this Agreement is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Florida Statutes, includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Each party affirms and represents that it is registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Florida Statutes. The parties acknowledge that the employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If a party knowingly employs unauthorized alien workers, such violation shall be cause for the other party's unilateral cancellation of the Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in several counterparts, each of which shall be deemed an original, as of the Effective Date first above set forth.

**MIAMI-DADE COUNTY, A POLITICAL  
SUB-DIVISION OF THE STATE OF  
FLORIDA**  
(Federal Tax I.D. #59-6000573)

**THE UNIVERSITY OF FLORIDA BOARD  
OF TRUSTEES FOR THE BENEFIT OF  
THE COLLEGE OF VETERINARY  
MEDICINE, UNIVERSITY OF FLORIDA**

*Dana Zimmel*

9/27/2023 | 6:24 AM EDT

\_\_\_\_\_  
Name: Date  
Title:

\_\_\_\_\_  
Dana N. Zimmel, DVM, DACVIM Date  
Dean, College of Veterinary Medicine  
University of Florida



**Exhibit A**  
**Annual Budget—2023 Update**

| <b>Miami-Dade Animal Services</b>                            |             |                      |                     |                     |
|--|-------------|----------------------|---------------------|---------------------|
| <b>Faculty &amp; Staff</b>                                   |             |                      |                     |                     |
|  | <b>FTE</b>  | <b>Salary</b>        | <b>Benefits</b>     | <b>Amount</b>       |
| <b>Veterinarian (Clinical Assistant Prof – Dr. Sosnicki)</b> | <b>1.0</b>  | <b>\$143,000.00</b>  | <b>\$28,028.00</b>  | <b>\$171,028.00</b> |
| <b>Veterinarian (Assistant Faculty – Dr. Serrano)</b>        | <b>0.25</b> | <b>\$29,364.10</b>   | <b>\$13,192.57</b>  | <b>\$42,556.67</b>  |
| <b>ASD Forensic and Training Veterinary Technician - TBD</b> | <b>1.0</b>  | <b>\$45,000(TBD)</b> | <b>\$9,000(TBD)</b> | <b>\$54,000</b>     |
| <b>Total Salary</b>  |             |                      |                     | <b>\$267,584.67</b> |

**50% = \$133,792.34**