

MEMORANDUM

Agenda Item No. 9(A)(1)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

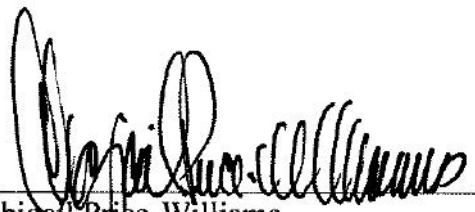
DATE: August 31, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute a grant agreement with the Friends of Miami Animals Foundation, Inc. for a donated mobile wellness unit valued at \$240,000.00 and an additional \$500,000.00 in grant funding to support operations of the unit and expand wellness services to pets owned by lower income individuals living in Miami-Dade County; and authorizing the County Mayor to receive and expend grant funds in accordance with the terms of the grant agreement

Resolution No. R-865-20

The accompanying resolution was prepared by the Animal Services Department and placed on the agenda at the request of Co-Prime Sponsors Commissioner Sally A. Heyman, Commissioner Daniella Levine Cava and Commissioner Jose "Pepe" Diaz.


Abigail Price-Williams
County Attorney

APW/uw

Memorandum



Date: August 31, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in blue ink, likely of Carlos A. Gimenez, written over the "From:" line.

Subject: Resolution Recommending Authorization to Execute a Grant Agreement with the Friends of Miami Animals for a Mobile Wellness Unit and to Receive and Expend Funding, in the Amount of \$500,000 for the Unit's First Year Operations

Recommendation

It is recommended that the Board of County of Commissioners (Board) authorize the County Mayor or County Mayor's Designee to execute a Grant Agreement (Agreement) with the Friends of Miami Animals (FoMA) for a donated Mobile Wellness Unit (Unit) valued at approximately \$240,000 and to receive and expend funding in the amount of \$500,000 for the Unit's first year of operations.

Scope

The impact of this item will be Countywide as the Mobile Wellness Unit will assist lower income individuals residing throughout Miami-Dade County.

Fiscal Impact/Funding Source

The County, through the Animal Services Department (ASD), will be responsible for all automotive repairs and routine maintenance costs of the Mobile Wellness Unit. Funding, in the amount of \$500,000, provided by FoMA, will cover the costs associated with the Mobile Wellness Unit such as personnel costs, supplies, medical items, consumables, pharmaceuticals, veterinary equipment, microchipping equipment, fueling costs and marketing costs for the first year of operations. Any funds that remain after year 1 can be used for operating costs for years 2 or 3 of the Mobile Wellness Unit program or other ASD efforts or programs that provide wellness services to pets of lower income individuals. Costs in years 2 and 3 that exceed funding provided by FoMA will be covered by ASD, subject to annual budget appropriation by the Board.

Track Record/Monitor

ASD has an extensive history of managing grant programs and funds and will coordinate project implementation and management. ASD will monitor and process the acceptance and expenditure of grant funds, and manage operational, programmatic and publicity requirements agreed upon by ASD and FoMA. Kathleen Labrada, Assistant Director, will be responsible for monitoring this resolution, programming and deliverables.

Background

ASD has received grants from FoMA for a variety of projects and programming in benefit of shelter animals. Prior grants provided funding for spay/neuter surgeries for pets of low-income residents. FoMA also purchased and installed awnings to provide shading at ASD's Pet Adoption and Protection Center. The Mobile Wellness Unit program contemplated in this resolution will expand wellness services, at no cost or low cost, to pets owned by lower income individuals living in Miami-Dade County. The wellness services to be provided through the Unit will include pet medical screenings and examinations, vaccinations, microchipping and other wellness services to be disclosed to the public on various mediums. ASD will evaluate the effectiveness of the Mobile Wellness Unit program at the conclusion of the first and second years of the three year term of the

Agreement to determine the feasibility of the program and the effectiveness of the wellness services being provided through the Mobile Wellness Unit program.



Jennifer Moon
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: August 31, 2020

FROM: Abigail Price-Williams
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)
8-31-20

RESOLUTION NO. R-865-20

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR’S DESIGNEE TO EXECUTE A GRANT AGREEMENT WITH THE FRIENDS OF MIAMI ANIMALS FOUNDATION, INC. FOR A DONATED MOBILE WELLNESS UNIT VALUED AT \$240,000.00 AND AN ADDITIONAL \$500,000.00 IN GRANT FUNDING TO SUPPORT OPERATIONS OF THE UNIT AND EXPAND WELLNESS SERVICES TO PETS OWNED BY LOWER INCOME INDIVIDUALS LIVING IN MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO RECEIVE AND EXPEND GRANT FUNDS IN ACCORDANCE WITH THE TERMS OF THE GRANT AGREEMENT

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:

Section 1. Authorizes the County Mayor or the County Mayor’s designee to execute a grant agreement with the Friends of Miami Animals Foundation, Inc. for a donated Mobile Wellness Unit (“Unit”) valued at \$240,000.00 and an additional \$500,000.00 in grant funding from the Friends of Miami Animals Foundation, Inc. to support operations of the Unit and expand wellness services to pets in underserved communities owned by lower income individuals throughout Miami-Dade County, in substantially the form attached hereto and made a part hereof.

Section 2. Authorizes the County Mayor or the County Mayor’s designee to receive and expend those grant funds in accordance with the terms of the grant agreement.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, 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:

Audrey M. Edmonson, Chairwoman	aye
Rebeca Sosa, Vice Chairwoman	aye
Esteban L. Bovo, Jr.	aye
Jose "Pepe" Diaz	aye
Eileen Higgins	aye
Joe A. Martinez	absent
Dennis C. Moss	aye
Xavier L. Suarez	aye
Daniella Levine Cava	aye
Sally A. Heyman	aye
Barbara J. Jordan	aye
Jean Monestime	aye
Sen. Javier D. Souto	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 31st day of August, 2020. 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: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eduardo W. Gonzalez

ANIMAL MOBILE WELLNESS UNIT GRANT AGREEMENT

This Animal Mobile Wellness Unit Grant Agreement (the "Agreement") is entered into by and between Grantor Friends of Miami Animals Foundation, Inc. ("Grantor" or "FoMA") and Grantee Miami-Dade County by and through the Miami-Dade County Animal Services Department (the "County" or "ASD") on this ___ day of _____, 2020 (the "Effective Date").

WHEREAS, the County desires to expand wellness services to pets owned by lower income individuals living in the geographical area of Miami-Dade County; and

WHEREAS, FoMA wishes to assist the County in its efforts to provide pet wellness services to lower income communities including communities far from the ASD Shelter by providing, a mobile services vehicle and funding,

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

1. This Agreement shall have a term of three (3) years commencing on the Effective Date and expiring on the third year anniversary of the Effective Date.

2. Within 30 days of the Effective Date of this Agreement, FoMA will donate, transfer title and ownership of a 2016 Freightliner M2-Series with Vehicle Identification Number (VIN) 1FVACWDT3GHHD6349 (the "Mobile Wellness Unit") to the County. FoMA and the County agree that the Estimated Value of the Mobile Wellness Unit is \$240,000.00. FoMA shall bear all costs related to the transferring of title and ownership of the Mobile Wellness Unit to the County. FoMA shall transfer title and ownership of the Mobile Wellness Unit to the County free of any and all liens, encumbrances and security interests on the Mobile Wellness Unit.

3. Simultaneous with the donation and transfer of the Mobile Wellness Unit to the County, FoMA shall provide a \$500,000.00 grant to the County. Except as otherwise provided below, this \$500,000.00 grant shall be used by ASD to defray and cover costs required to render wellness services at no cost or low cost to animals owned by lower income residents in Miami-Dade County through the use of the Mobile Wellness Unit such as personnel costs, supplies, medical items, consumables, pharmaceuticals, veterinary equipment, microchipping equipment, fueling costs and marketing costs. Notwithstanding and prevailing over any provision in this Agreement, the County shall bear all the automotive repair and routine maintenance costs of the Mobile Wellness Unit.

4. Before delivery of the Mobile Wellness Unit, the County shall have the right to fully inspect the Mobile Wellness Unit to determine whether the Mobile Wellness Unit is sufficiently operable to provide the wellness services contemplated under this Agreement. If, after inspection, the County determines that the Mobile Wellness Unit is not sufficiently operable it shall provide FoMA a written inspection report disclosing why the County determined that Mobile Wellness Unit is not sufficiently operable. Thereafter, FoMA shall have the option for a period of 30 days to make any and all necessary repairs to the Mobile Wellness Unit and address

the issues disclosed in the County's inspection report. After accepting delivery and transfer of title of the Mobile Wellness Unit, regardless of whether the County inspected the Mobile Wellness Unit or not, the County shall be responsible for all automotive repair and all maintenance costs for the operation of the Mobile Wellness Unit for the term of this agreement.

5. In exchange for accepting the Mobile Wellness Unit and the \$500,000.00 grant and subject to the conditions set forth below in Section 7 of this Agreement, the County agrees to operate the Mobile Wellness Unit for a term of three (3) years from the Effective Date to perform wellness services to pets in underserved communities owned by lower income individuals throughout Miami-Dade County. The County shall provide personnel to staff the Mobile Wellness Unit, purchase all supplies, items and equipment needed for the wellness services, market the Mobile Wellness Unit program, develop income qualifications for low income pet owners to avail themselves of the Mobile Wellness Unit services, and screen pet owners for income qualifications to access the Mobile Wellness Unit services. The wellness services to be provided through the Mobile Wellness Unit shall include pet medical screenings and examinations, vaccinations, microchipping and other wellness services to be disclosed to the public on the ASD website, ASD Shelter and the Mobile Wellness Unit and/or through MDAS approved marketing and promotions done by FoMA.

6. The County shall use the \$500,000.00 grant to fund the operating costs for the first year of the Mobile Wellness Unit program consistent with the terms of Section 3 above of this Agreement. To the extent that the County does not exhaust the \$500,000.00 during the first year of the term of this Agreement, the County may use whatever remains of the \$500,000.00 grant funds for the operating costs for years 2 or 3 of the Mobile Wellness Unit program or other ASD efforts or programs that provide wellness services to pets of lower income individuals and will provide to Friends of Miami Animals Foundation written accounting for programs or services funded through any remaining funds from the \$500,000 grant.

7. The County shall evaluate the effectiveness of the Mobile Wellness Unit program at the conclusion of the first and second years of the three year term of this Agreement to determine the feasibility of the program and the effectiveness of the wellness services being provided through the Mobile Wellness Unit program. The County may, at its sole discretion, with or without cause, terminate this Agreement and discontinue the Mobile Wellness Unit program at any time with notice to FoMA no less than 30 days prior to said termination. Additionally, the County's obligation to fund and continue the Mobile Wellness Unit program services required in the second and third years of the term of this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. In the event that this Agreement is terminated or the Mobile Wellness Unit program is discontinued during the term of this Agreement, the County shall either: (1) return and transfer title and ownership of the Mobile Wellness Unit to Friends of Miami Animals Foundation in the same condition it was when it was received, except for normal wear and tear; or (2) pay the FoMA the Estimated Value of the Mobile Wellness Unit set forth in Section 2 and retain possession and ownership of the Mobile Wellness Unit.

8. In further consideration for the Mobile Wellness Unit and \$500,000.00 grant, ASD will acknowledge the donation of the Mobile Wellness Unit and grant during the term of this

Agreement by visible signage on the Mobile Wellness Unit vehicle. The acknowledgement will read: "This Mobile Wellness Unit and wellness services are made possible in part by a generous gift from Friends of Miami Animals Foundation, Inc." Upon delivery of the Mobile Wellness Unit and grant funds to the County, ASD will issue a press release and on all ASD social media platforms recognizing FoMA for the donation of the Mobile Wellness Unit and grant funds under this Agreement. For purposes of publicizing this Agreement and FoMA's grant and donation, ASD will have the right, without charge, to photograph FoMA representatives and use their names, likenesses, and images in photographic, audiovisual, digital or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing ASD's development and operations activities. Any and all Media Materials require written approval of all materials by both ASD and Friends of Miami Animals Foundation prior to distribution or promotion.

9. All notices required, permitted under or relating to 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, via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows: **To the County:** to the Program Manager: Kathleen Labrada, Assistant Director 3599 NW 79 Avenue, Doral, FL 33122; Phone: 305-418-7172; Email: kathleen.labrada@miamidade.gov; **To FoMA:** Yolanda Berkowitz, President 2665 South Bayshore Drive, Suite 1200, Miami, FL, 33133; Email: yolandaberkowitz@gmail.com. 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.

10. Subject to the limitations contained within Florida Statute Section 768.28, Miami-Dade County agrees to indemnify FoMA and FoMA's officers, directors, agents, and representatives (together the indemnitees) and hold such indemnitees harmless from any and all judgments, awards, settlements, liabilities, losses, costs and/or expenses arising from any act(s) or failure(s) to act by the County pursuant to, or as a result of, this Agreement.

FoMA agrees to indemnify the County and its officers, employees, agents and instrumentalities (together the indemnitees) and hold such indemnitees harmless from any and all judgments, awards, settlements, liabilities, losses, costs and/or expenses arising from any act(s) or failure(s) to act by FoMA pursuant to, or as a result of, this Agreement. It is agreed that FoMA's liability shall be limited as if FoMA were a state agency in the same fashion that the County's liability is limited by Florida Statute Section 768.28

11. 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.

12. This Agreement and all matters relating to this Agreement (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 in the Florida County Court or Circuit Court in and for Miami-Dade County, Florida.

By signing this Agreement, the parties confirm that they fully understand and agree to the terms and conditions set forth above.

FRIENDS OF MIAMI ANIMALS FOUNDATION, INC.



Yolanda Berkowitz, President

Date: 2 June 2020

Signed April 21, 2020; resubmitted 6/2/20 with correction to County signatory

MIAMI-DADE COUNTY

Mayor or Mayor's Designee

Date: _____