

MEMORANDUM

Agenda Item No. 9(A)(2)

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

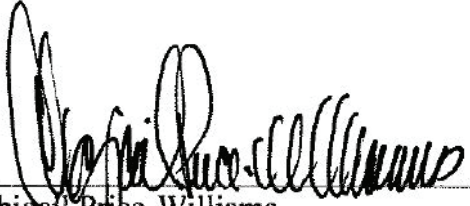
DATE: August 31, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution ratifying Grant Agreement with the Miami Veterinary Foundation, Inc. in the total amount of \$10,000.00 to reimburse for emergency basic care and health services for neonate kittens during the coronavirus disease 2019 (COVID-19) crisis; and authorizing the County Mayor to approve retroactive reimbursements properly supported in accordance with the terms of the Grant Agreement

Resolution No. R-866-20

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 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, appearing to read "Carlos A. Gimenez", written over the name in the "From:" field.

Subject: Resolution Ratifying the County's Grant Agreement With the Miami Veterinary Foundation, Inc. in the Total Amount of \$10,000 to Reimburse Emergency Services Provided in Benefit of Community Neonate Kittens during the Coronavirus Disease 2019 (COVID-19) Crisis

Recommendation

It is recommended that the Board of County of Commissioners (Board) ratify the action of the County Mayor or the County Mayor's designee in providing a Grant Agreement (Agreement) for \$10,000 to the Miami Veterinary Foundation, Inc. (MVF) to support emergency needs of neonate community kittens during the COVID-19 crisis. It is also recommended that the Board authorize the County Mayor or the County Mayor's designee to approve retroactive reimbursements properly supported in accordance with the Agreement for basic care and health maintenance costs of 200 neonate kittens cared for during the COVID-19 crisis, including testing, vaccinations, deworming, food, antibiotics and flea and tick preventives. No additional funding will be provided for future litters, or for maintenance of the current neonate population supported through this Agreement.

Scope

The impact of this item is Countywide, as MVF's network of volunteers and participating veterinarians serves all of Miami-Dade County.

Fiscal Impact/Funding Source

The Agreement will be funded by the Animal Services Department's (ASD) Trust Fund. Available unrestricted funds in an amount not to exceed \$10,000 collected and deposited into the Trust Fund will be used by ASD to fund the Agreement.

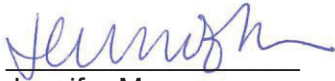
Track Record/Monitor

This Agreement will be monitored and administered by ASD's Assistant Director of Finance and Administration, Annette Jose.

Background

ASD has collaborated with MVF on the low-cost spay/neuter program since 2014 and the two entities have a strong track record of successful collaboration. The kittens served through this Agreement were found through community Trap, Neuter and Return trappers, many of which participate in the ASD's Community Action Targeted Trapping Initiative (CATTI). Other kittens were referred from Paws for You Rescue or through referrals from the public. The majority of the 200 kittens have already been transported to rescues in Maryland and New Hampshire. MVF will report on the outcomes of all kittens that received services through this Agreement. The scope of this Agreement has been successfully completed and addressed the emergency needs brought on by the COVID-19 crisis. This one-time Agreement is not eligible for an extension or renewal.

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
Page 2



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)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ 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)(2)
8-31-20

RESOLUTION NO. R-866-20

RESOLUTION RATIFYING GRANT AGREEMENT WITH THE MIAMI VETERINARY FOUNDATION, INC. IN THE TOTAL AMOUNT OF \$10,000.00 TO REIMBURSE FOR EMERGENCY BASIC CARE AND HEALTH SERVICES FOR NEONATE KITTENS DURING THE CORONAVIRUS DISEASE 2019 (COVID-19) CRISIS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO APPROVE RETROACTIVE REIMBURSEMENTS PROPERLY SUPPORTED 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:

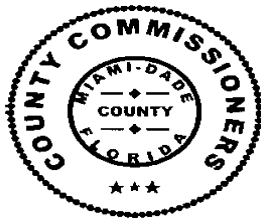
Section 1. Ratifies the action of the County Mayor or the Mayor's designee in executing the Grant Agreement with the Miami Veterinary Foundation, Inc. (MVF) in substantially the form attached hereto and made a part hereof and providing one-time grant support totaling \$10,000.00 from the Animal Services Department ("ASD") Trust Fund to reimburse for emergency basic care and health maintenance costs for neonate kittens cared for by MVF volunteers during the COVID-19 crisis.

Section 2. Authorizes the County Mayor or the County Mayor's designee to reimburse MVF for eligible costs incurred in caring for the neonate kittens during the COVID-19 crisis, 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

AGREEMENT

This Agreement made and entered into as of this 29th day of May, 2020, by and between Miami-Dade County, a political subdivision of the State of Florida, through its Animal Services Department (hereinafter referred to as "County" or "ASD"), having its principal office at 3599 N.W. 79th Avenue, Doral, Florida 33122, and The Miami Veterinary Foundation, Inc., having its principal office at 751 NE 168 Street, North Miami Beach, FL 33162 (hereinafter referred to as "MVF" or "MVF"), states conditions and covenants for the rendering of services to support community cats (hereinafter referred to as "Services") for the County.

WHEREAS, the County has an established Partner Program with MVF to provide spay/neuter services to owned animals and community cats to humanely manage the pet population in Miami-Dade; and

WHEREAS, the County and the Humane Society of Greater Miami, another partner to the County for Spay/neuter services, temporarily suspended spay/neuter services at its facilities in response to COVID-19; and

WHEREAS, spay/neuter services continued to take place during the COVID-19 crises at private veterinary clinics selected by MVF in accordance with the Partner Program, in particular, for community cats that required additional testing and vaccination services beyond those included in the Partner Program Agreement; and

WHEREAS, the County desires to support such services performed on behalf of community cats;

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

ARTICLE 1. AMOUNT PAYABLE

The maximum amount payable for services rendered under this Agreement shall not exceed **\$10,000.00**, which shall be paid from the Animal Trust Fund.

ARTICLE 2. EFFECTIVE TERM

Both parties agree that the effective term of this Agreement shall commence on the date it is signed by both parties and shall end at the close of business on September 30, 2020. MVF may, however, request retroactive reimbursement for services described in this Agreement that took place during the COVID-19 crises.

ARTICLE 3. METHOD OF PAYMENT.

The parties agree that this is a cost reimbursement Agreement and that MVF shall be paid for services approved under this Agreement and when complete and proper documentation of service delivery are provided to the County. The County, at its sole discretion, may request additional supporting documentation for any expenditures that require further validation.

ARTICLE 4. REQUESTS FOR PAYMENT.

The County agrees to reimburse for services performed under this Agreement. In order to receive payment for allowable costs, the MVF shall submit receipt for expenses incurred and an inventory of the kittens, to include photos and caretaker address. MVF shall pursue live outcomes for the kittens and will

report these outcome to the County monthly and until such time that all kittens have been placed in permanent homes or with rescues. Reimbursement requests must be emailed to invsubp@miamidade.gov. Reimbursement requests related to this Agreement will not be accepted after September 30, 2020. The County reserves the right to disallow any expenditures submitted for payment that do not coincide with the scope of this Agreement. The County may, in its sole discretion, provide MVF with five (5) business days to remedy or justify a situation where a disallowance is contemplated and communicated to MVF.

ARTICLE 5. SCOPE OF WORK.

MVF agrees to use the funds provided under this Agreement for basic care and health maintenance costs for 200 neonate kittens cared for during COVID-19, including testing, vaccinations, deworming, food, antibiotics, and flea and tick preventives. No additional funding will be provided for future litters, or for maintenance of the current neonate population supported through this Agreement.

ARTICLE 6. HUMANE TREATMENT OF CATS.

MVF agrees each cat will be treated with dignity and respect. Claims of animal maltreatment supported by evidence will be reviewed by the County and may result in termination of the Agreement and forfeiture of any payments due to MVF.

ARTICLE 7. NON-DISPARAGEMENT.

By executing this Agreement, MVF understands that engaging in malicious activities that may damage the reputation of the County and/or ASD, its other rescue partners, employees or volunteers is counterproductive to the parties' mutual mission of promoting the rescue of stray animals and the reduction of the stray animal population in Miami-Dade County. Accordingly, such actions on the part of MVF may result in termination of this Agreement by the County.

ARTICLE 8. NOTICE REQUIREMENTS

MVF agrees to notify the County of any changes that may affect the County supported Services under this Agreement within ten (10) days from the date of such a change's occurrence.

It is also understood and agreed between the parties that any written notice addressed to ASD, which is delivered by U.S. Mail or emailed to ASD, and any written notice addressed to MVF, which is delivered by U.S. Mail or by email, shall constitute sufficient notice to either party.

All notices required or permitted under this Agreement which are delivered by U.S. Mail shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or by email. All notices to the County shall be delivered to the following address:

(1) To the County

ATTENTION:

Annette Jose, Assistant Director
Animal Services Department
3599 N.W. 79th Avenue
Doral, FL 33122
Phone: (305) 418-7151
Email: Annette.Jose@miamidade.gov

(2) To MVF

Irving M. Lerner, D.V.M.
 President
 Miami Veterinary Foundation
 11622 N. Kendall Drive
 Miami, FL 33176
 Phone: (305)279-2000
 Fax: (305)279-5106
 Mobile (305)793-2020
 Email: miamivetfoundation@gmail.com

Either party may at any time designate a different mail or email address and/or contact person by giving written notice as provided above to the other party.

ARTICLE 9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

MVF agrees to comply, in accordance with applicable professional standards, with the provisions of any and all applicable federal, state, and local laws, regulations, ordinances, resolutions, and rules which may pertain to the Services required under this Agreement.

ARTICLE 10. BREACH.

A breach by MVF shall have occurred under this Agreement if MVF fails to fulfill in a timely and proper manner, which shall be determined in the sole discretion of the County, any of its obligations, covenants, agreements, and stipulations in this Agreement. If MVF breaches, the County may pursue any or all of its legal remedies, including, but not limited to suspending payment of funds, terminating this Agreement, and/or seeking repayment of funds on behalf of the County. The total monies paid pursuant to this Agreement may be due and payable to the County at the sole discretion of ASD.

ARTICLE 11. TERMINATION BY EITHER PARTY

Notwithstanding anything to the contrary in Article 11, both parties agree that this Agreement may be terminated for convenience and without cause by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The Director of ASD is authorized to terminate this Agreement on the behalf of the County.

ARTICLE 12. INDEMNIFICATION.

Subject to the limitations of section 768.28, Florida Statutes, as may be amended, MVF shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by MVF or its employees, agents, servants, partners, principals or subcontractors. Additionally, MVF shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon, subject to the limitations of section 768.28, Florida Statutes, as may be amended. MVF expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by MVF or self-insurance 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.

The provisions of this Article shall survive the expiration or termination of this Contract.

ARTICLE 13. AUTONOMY.

Both parties agree that this Agreement recognizes the autonomy of the contracting parties and implies no affiliation between the contracting parties. It is expressly understood and intended that MVF is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, MVF's agents and employees are not agents or employees of the County.

ARTICLE 14. PUBLIC RECORDS.

Pursuant to Section 119.0701, Florida Statutes, if MVF meets the definition of "Contractor" as defined in Section 119.0701:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;

(2) Upon request from the County's custodian of public records identified herein, provide the County with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if MVF does not transfer the records to the County; and

(4) Upon completion of the Contract, transfer, at no cost, to the County all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of MVF, or keep and maintain such public records. If MVF transfers all public records to the County upon completion of the Contract, MVF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MVF keeps and maintains the public records upon completion of the Contract, MVF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

For purposes of this Article, 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.

MVF'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 MVF fails to meet any of these provisions or fails to comply with Florida's Public Records Laws, MVF shall be responsible for indemnifying the County in any resulting litigation and MVF shall defend its claim that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public

Records Laws.

In the event MVF 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 any of the remedies for breach set forth under this Agreement or available at law or equity.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE
CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING
TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF
PUBLIC RECORDS AT:**

Miami-Dade County
Animal Services Department
3599 N.W. 79th Avenue, Doral, FL 33120
Attention: Alba Vargas
Phone: (305) 418-7188
Email: Alba.Vargas@miamidade.gov

ARTICLE 15. ASSIGNMENT.

MVF shall not transfer or assign any rights or obligations under this Agreement without the written approval of the County, and any such attempt at assignment shall be void and of no effect.

ARTICLE 16. MISCELLANEOUS

A. **Governing Law and Venue.** This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Venue for this Agreement shall be Miami-Dade County, Florida.

B. **Modifications.** Any alterations, variations, modifications, extensions, or waivers of provisions of this Agreement including, but not limited to, amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement.

The County and MVF mutually agree that modification of the Scope of Work, schedule of payments, billing and cash payment procedures, set forth herein and other such revisions may be made as a written amendment to this Agreement executed by both the parties.

C. **Counterparts.** This Agreement is executed in three (3) counterparts, and each counterpart shall constitute an original of this Agreement.

D. **Headings, Use of Singular and Gender.** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter as the context requires.

E. **No Third Parties.** The parties expressly agree there are no intended or unintended third party beneficiaries to this Agreement.

F. **Sovereign Immunity.** Nothing in this Agreement shall be considered a waiver of sovereign immunity.

G. **Review of this Agreement.** Each party hereto represents and warrants that they have consulted with their own attorney concerning and participated in the drafting of each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the preparation and drafting of this Agreement.

H. **Authority.** The Parties represent and warrant that the persons executing this Agreement are duly authorized by their respective organizations to do so.

J. **Totality of Agreement / Severability of Provisions.** This Agreement with its recitals on the first page contains all the terms and conditions agreed upon by the parties.

[SIGNATURES ON NEXT PAGE]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

MIAMI VETERINARY FOUNDATION, INC.

By:

Name:

Irving M. Lerner, D.V.M.

Title:

President

Date:

5/16/2020

MIAMI-DADE COUNTY

By:

Name:

Jennifer Moon

Title:

Deputy Mayor/Mayor's Designee

Date:

5/29/2020