

MEMORANDUM

Agenda Item No. 9(A)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: March 16, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving A Partner Program Agreement with the Cat Network, Inc. in an amount not to exceed \$15,000.00 to reimburse the Cat Network, Inc. for spay/neuter surgical services and vaccinations for community cats at a rate of \$60.00 per cat; and authorizing the County Mayor to execute Partner Program Agreement and exercise up to five one-year option-to-renew terms of Partner Program Agreement

Resolution No. R-214-21

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




Geri Bonzon-Keenan
County Attorney

GBK/uw

Date: March 16, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Recommending Approval of the County's Partner Program Agreement to The Cat Network, Inc. in the Total Amount of \$15,000.00 to Reimburse Sterilization Surgeries and Vaccinations for Community Cats at a cost of \$60.00 per Cat

RECOMMENDATION

It is recommended that the Board of County of Commissioners (Board) approve a one year Partner Program Agreement (the "agreement") with five one-year options to renew for a total amount of \$15,000.00 with The Cat Network, Inc. (TCN), a not-for-profit corporation, that exclusively provides services to cats in Miami-Dade County, including spay/neuter services and vaccinations. The agreement provides funding in support of a partnership between TCN and Miami-Dade Animal Services (ASD) to continue to expand Trap, Neuter, Vaccinate, and Return (TNVR) services and provides accessibility to these services to citizens of Miami-Dade County at another location. The agreement with TCN will expand ASD's existing County-wide spay/neuter network. Additionally, once it is deemed appropriate due to COVID-related procedures currently in place, ASD and TCN will identify targeted trapping locations as part of ASD's Community Action Targeted Trapping Initiative (CATTI) as a more effective method of addressing free-roaming feline populations.

In accordance with Resolution No. R-583-12, which supported TNVR as the preferred policy for free-roaming cats, funding from this agreement will serve to support a pilot program to quantify the number of surgeries TCN can accomplish on an annual basis. Both organizations will seek additional funding to expand TNVR services in the future. The agreement contemplates a total of five, one-year renewal options, in addition to the base year, at the sole discretion of the County and ASD. TCN will receive funds on a reimbursement basis at a rate of \$60.00 per cat served. Each cat served under this agreement will receive spay/neuter surgeries, including care for conditions related to spay/neuter; left ear tip to indicate the animal has been sterilized; administration of vaccines; and 3-year rabies vaccine for felines 12 weeks and older.

SCOPE

The impact of this item is countywide, but TCN may be asked by ASD to target services in particular areas of the County.

FISCAL IMPACT/FUNDING SOURCE

The County will provide grant funds up to \$15,000.00 to TCN. The agreement will be funded by the ASD Trust Fund. Unrestricted funds collected and deposited into the Trust Fund will be used by ASD to fund the agreement. Renewal periods will be approved by ASD subject to the successful completion of services under the agreement and funding availability. TCN and ASD will make best efforts to fundraise in addition to the funding provided in the agreement.

DELEGATION OF AUTHORITY

If approved, the County Mayor or County Mayor's designee is authorized to exercise up to five of the one-year option-to-renew terms of the agreement conditioned on successful performance of the services by TCN and availability of funding.

TRACK RECORD/MONITOR

ASD has an extensive history of providing grant support to non-profit animal welfare organizations. This agreement will be monitored and administered by ASD's Assistant Director of Finance and Internal Services, Annette Jose.

BACKGROUND

ASD has collaborated with other animal welfare organizations, including the American Society for the Prevention of Cruelty to Animals, the Humane Society of Greater Miami, the Miami Veterinary Foundation, Inc., and Friends of Miami Animals for the purpose of providing additional spay/neuter services to the community. This agreement will help to augment community resources through the application of best practices to the humane management of free-roaming cat populations.



Morris Copeland
Chief Community Services Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: March 16, 2021

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)
3-16-21

RESOLUTION NO. _____ R-214-21

RESOLUTION APPROVING A PARTNER PROGRAM AGREEMENT WITH THE CAT NETWORK, INC. IN AN AMOUNT NOT TO EXCEED \$15,000.00 TO REIMBURSE THE CAT NETWORK, INC. FOR SPAY/NEUTER SURGICAL SERVICES AND VACCINATIONS FOR COMMUNITY CATS AT A RATE OF \$60.00 PER CAT; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE PARTNER PROGRAM AGREEMENT AND EXERCISE UP TO FIVE ONE-YEAR OPTION-TO-RENEW TERMS OF PARTNER PROGRAM 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:

Section 1. This Board approves the Partner Program Agreement ("agreement") between Miami-Dade County and The Cat Network, Inc., a not-for-profit corporation ("TCN"), in substantially the form attached hereto and made a part hereof, whereby the County will pay and provide grant monies to TCN from the Animal Services Department's Trust Fund in an amount not to exceed \$15,000.00 to reimburse for spay/neuter surgeries performed and vaccinations administered at a rate of \$60.00 per cat as described in the agreement.

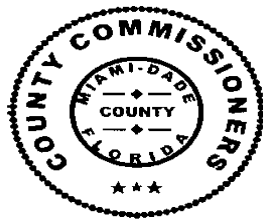
Section 2. This Board authorizes the County Mayor or the County Mayor's designee to execute the agreement and exercise up to five one-year option-to-renew terms of the agreement conditioned on successful performance of the services by TCN and availability of funding.

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:

	Jose "Pepe" Diaz, Chairman	aye	
	Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of March, 2021. 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

Melissa Adames

By: _____

Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eduardo W. Gonzalez

PARTNER PROGRAM AGREEMENT

This Agreement made and entered into as of this _____ day of _____, 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 Cat Network, Inc., a non-profit organization having its principal office at 12125 SW 114 Place, Miami, FL 33157 (hereinafter referred to as "Provider" or "TCN"), states conditions and covenants for the rendering of services to support community cats (hereinafter referred to as "Services") for the County.

WHEREAS, the County contracts with animal welfare organizations to expand its capacity in providing spay/neuter services in Miami-Dade County; and

WHEREAS, the County has a particular interest in increasing the number of community cats sterilized to humanely manage the pet population; and

WHEREAS, TCN is a non-profit organization that specifically provides spay/neuter services to cats; and

WHEREAS, the County desires to support TCN services performed on behalf of community cats to further enhance the success and outcomes of its Trap Neuter Vaccinate and Return (TNVR) program; and

WHEREAS, these services are of value and a benefit to the County and the community at large and TCN has demonstrated an ability and continued desire to provide these services;

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 **\$15,000.00**, which shall be paid from the Animal Trust Fund. The amount reimbursable per cat served under this Agreement is \$60.00.

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 continue to the last day of the twelfth month. The County, at its sole discretion, reserves the right to exercise up to five (5) one-year options to renew this Agreement contingent on available funding source. Renewals will be made in writing through mutual consent of the parties to this Agreement.

ARTICLE 3. METHOD OF PAYMENT.

The parties agree that this is a cost reimbursement Agreement and that TCN shall be paid for services approved under this Agreement 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 services that require further validation.

ARTICLE 4. REQUESTS FOR PAYMENT.

The County agrees to reimburse for services performed under this Agreement. To receive payment for cats served, TCN shall submit a monthly report of cats served in the previous month and agree that cats sterilized under this agreement apply toward the number of cats served through the County's Trap, Neuter, Vaccinate and Return Program or any other program as determined solely by the County. Attachment B is included to facilitate the reimbursement reporting process. Reimbursement requests must be submitted to the County's Notification Contact, as described in Article 10 of this Agreement. 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 provide TCN with five (5) business days to remedy or justify a situation where a disallowance is contemplated and communicated to TCN.

ARTICLE 5. SCOPE OF WORK.

TCN agrees to use the funds provided under this Agreement to perform approximately 250 spay/neuter surgeries, including conditions related to the spay/neuter surgeries (i.e., cats in heat, pyometra, pregnancy, and cryptorchid). All cats sterilized must be ear tipped to indicate the animal has been sterilized. Rhinotracheitis, Calici, Panleukopenia vaccinations must be administered as well as 3-year rabies vaccinations for all cats 12 weeks and older served through this Agreement. TCN will be responsible for scheduling all spay/neuter appointments. In the event ASD requests the vehicle to a targeted location, ASD will give reasonable notice, identify said location and provide logistical support services. A more detailed Scope of Work is included as Attachment A.

ARTICLE 6. COVID IMPACT.

TCN will not be requested to perform services offsite until CDC guidelines no longer recommend social distancing or mutual agreement between ASD and TCN.

ARTICLE 7. PUBLICITY AND FUNDRAISING

By accepting this Agreement, TCN agrees that it shall recognize and adequately reference ASD as a funding source of the spay/neuter services contemplated in this Agreement. TCN shall ensure that all publicity, public relations, advertisements, and signs recognize and reference ASD for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of ASD's logo is permissible for the publicity purposes stated herein and must adhere to the standards established for its use. TCN shall submit samples or mockups of such publicity or materials to the Notification Contact in Article 9 for prior approval, which shall not be unreasonably withheld. TCN shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County and ASD are its funding source. To sustain program activities, TCN agrees to make best efforts to participate in its own and collaborative fundraising efforts with ASD. TCN will provide to ASD an accounting of any funds raised through its own efforts for the services in this Agreement and will submit this information with the monthly reimbursement request.

ARTICLE 8. HUMANE TREATMENT OF CATS.

TCN 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 TCN.

ARTICLE 9. NON-DISPARAGEMENT.

By executing this Agreement, TCN 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 TCN may result in termination of this Agreement by the County.

ARTICLE 10. NOTICE REQUIREMENTS

TCN 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 TCN, 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 TCN

Karen Rundquist
President
The Cat Network, Inc.
P.O. Box 347228
Miami, FL 33234-7228
Phone: (305) 255-3482
Email: Karen@Rundquistlegal.com
Email notification to jillenid@bellsouth.net; cgrall@miami.edu;
cindydiver@aol.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 11. REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW

- **Proof of Tax Status.** TCN is required to submit to the County the following documentation: (a) The I.R.S. tax exempt status determination letter; (b) the most recent I.R.S. Form 990 or I.R.S. Form

990-N within six (6) months of TCN's fiscal year end; (c) I.R.S. form 941 – Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the form 941 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends.

- **Financial Audit.** If TCN is required to have an annual certified public accountant's opinion and related financial statements, TCN agrees to provide these documents to the ASD as soon as available following the end of the prior fiscal year but no later than 270 days following the end of TCN's fiscal year for each year during which this Agreement remains in force or until all funds received pursuant to this Agreement have been so audited, whichever is later. If documents provided under this section contain deficiencies or other matters of concern, TCN shall provide to the County additional documentation to address the concerns. Failure to address concerns pursuant to this section to the County's satisfaction shall be a breach of this Agreement. What constitutes a deficiency or matter of concern shall be determined in the County's sole discretion. Failure to address concerns pursuant to this section to the County's satisfaction shall be a breach of this Agreement.
- **Access to Records: Audit.** The County reserves the right to require TCN to submit to an audit by an auditor of the County's choosing or approval and to review any independent audit performed on TCN for reasons of compliance with funding requirements of any other government agency or funding organization. TCN shall provide access to all of its records which relate to this Agreement at its place of business during regular business hours. TCN agrees to assist as may be necessary to facilitate reviews or audits by the County to ensure compliance with applicable accounting and financial standards.

ARTICLE 12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

TCN 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 13. BREACH.

A breach by TCN shall have occurred under this Agreement if TCN fails to fulfill in a timely and proper manner any of its obligations, covenants, agreements, and stipulations in this Agreement. If TCN 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 for which proper documentation cannot be provided even after opportunity to correct documentation on behalf of the County.

ARTICLE 14. TERMINATION BY EITHER PARTY

Notwithstanding anything to the contrary in Article 13, 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 15. INDEMNIFICATION AND INSURANCE.

TCN shall indemnify 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, related to or resulting from the performance of this Agreement by TCN or its employees, agents, servants, partners, principals, or subcontractors. TCN 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, judgements, and attorney's fees which may issue thereon if liability is determined because of actions by TCN. TCN expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by TCN shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities herein provided.

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

1. Worker's Compensation Insurance for all employees of TCN as required by Florida law unless an exemption is granted by the State of Florida.
2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

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

Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but in the manner described in this Agreement, TCN shall have an additional five (5) business days to submit a corrected certificate to the County. If TCN fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, TCN shall be in default of the contractual terms and conditions and award of the Agreement may be rescinded, unless such timeframe for submission has been extended by the County.

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

If TCN is sued because of activities performed or services provided within the normal course and scope of this Agreement, TCN may request and the County will provide defense of any such claim. This paragraph does not require the provision of legal services by the County for claims arising from the negligence or wrongful conduct of TCN or TCN's employees, agents or subcontractors.

ARTICLE 16. 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 TCN is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, TCN's agents and employees are not agents or employees of the County.

ARTICLE 17. PUBLIC RECORDS.

Pursuant to Section 119.0701, Florida Statutes, if TCN 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, such as personal contact information for person accompanying the cat for service and specific cat information as requested on the service form;
- (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 TCN 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 TCN, or keep and maintain such public records within a reasonable time frame. If TCN transfers all public records to the County upon completion of the Contract, TCN shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TCN keeps and maintains the public records upon completion of the Contract, TCN 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.

TCN'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 TCN fails to meet any of these provisions or fails to comply with Florida's Public Records Laws, TCN shall be responsible for indemnifying the County in any resulting litigation and TCN 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 TCN 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 18. ASSIGNMENT.

TCN 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 19. 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 TCN 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 neutral 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.

THE CAT NETWORK, INC.

By: Karen Rundquist
Name: KAREN RUNDQUIST
Title: President
Date: 2/2/2021

MIAMI-DADE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT A
SCOPE OF WORK

The Cat Network (TCN) will be responsible for the following in relation to the services in this Agreement:

Spay/Neuter and Vaccination

- Procure, purchase and maintain materials, supplies and drugs to provide spay/neuter surgeries using its own resources.
- Maintain sufficient funding to operate under a reimbursement basis as described in this Agreement.
- Perform a minimum of 250 spay/neuter surgeries on community cats, including cases involving animals in heat, pregnant, or with pyometra or cryptorchid.
- Perform 1/8" to 1/4" ear tip to indicate cat has been sterilized.
- Administer modified live vaccine for feline Rhinotracheitis, Calci and Panleukopenia.
- Administer three-year rabies vaccine.
- Screen clients to ensure services are provided to Miami-Dade County residents only.
- Schedule appointments for spay/neuter services to be provided.
- Deploy Meow-Mobile to mutually agreed-upon location, as needed once social distancing requirements related to COVID-19 are lifted by the Centers for Disease Control (CDC).

Record Keeping and Reporting

a) Records Keeping:

1. TCN will maintain records for each cat served through this agreement to include age, gender, location and zip code where cat was found, services performed, date of service, any complications experienced as a result of providing spay/neuter services, and related conditions (heat, pyometra, etc.).
2. TCN will make all such records available to the County for inspection and will provide copies of records as reasonably requested by the County.

b) Reporting:

1. TCN will report monthly on the total number of cats sterilized, total number of cats vaccinated, cats experiencing complications as a result of surgeries and the outcome of such complications, cats presented for surgery with related conditions (in heat, pregnant, pyometra, cryptorchid, etc.), and the neighborhoods where cats reside.

ATTACHMENT B
SPAY/NEUTER AGREEMENT
THE CAT NETWORK

Report for the month of and year: _____

Total number of cats sterilized in the month: _____

Total number of vaccines administered in the month:

- Rhinotracheitis _____
- Calci _____
- Panleukopenia _____
- Rabies (3-year) _____

Total number of cats with related conditions in the month:

- In heat _____
- Pregnant _____
- Pyometra _____
- Cryptorchid _____

Number of cases that resulted in complications in the month, if any: _____

Please provide details of any complications experienced as a result of performing spay/neuter surgeries, including the outcome:

If any cats received sterilization services, but could not be vaccinated, please explain why?

Provide the zip codes (cities/neighborhoods), including the number of cats served from each, below: