

Date: February 1, 2022

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

Agenda Item No. 9(A)(1)

From: Daniella Levine Cava
Mayor



Resolution No. R-127-22

Subject: Resolution approving the First Amendment to the Partner Program Agreement with The Cat Network, Inc. providing an additional \$50,000.00 in grant funding to The Cat Network, Inc. for Fiscal Year 2021-2022 to an amount not to exceed \$65,000.00; and authorizing the County Mayor or the County Mayor’s Designee to execute First Amendment and exercise any and all provisions therein including renewal or termination provisions

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution authorizing the execution of the First Amendment to the Partner Program Agreement (Agreement) between Miami-Dade County (County) and 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. More specifically, the Resolution authorizes the following actions:

- Approve the First Amendment to the Partner Program Agreement between the County and TCN to provide additional grant funding to TCN of \$50,000.00 for Fiscal Year (FY) 2021-22 over the term of the Partner Agreement in order to ensure the continuation of Trap, Neuter, Vaccinate, and Return (TNVR) services and to provide accessibility to these services to the citizens of Miami-Dade County at another location.
- Authorizes the County Mayor or County Mayor’s designee to execute the First Amendment to the Partner Program Agreement in substantially the form attached hereto and made a part hereof and exercise any and all provisions therein including the exercise of options-to-renew periods.

SCOPE

The impact of this item is Countywide and will be offered to all County residents, but ASD may ask TCN to target services in particular areas of the County.

FISCAL IMPACT/FUNDING SOURCE

The amendment will increase the grant funding to TCN by \$50,000.00 for FY 2021-22 which has been included in the approved FY 2021-22 Department Budget to come from the General Fund to continue TNVR services. After the execution of the amendment, the total Agreement amount will be \$65,000.00.

TRACK RECORD/MONITORING

ASD has an extensive history of providing grant support to non-profit animal welfare organizations. The agreement will be monitored and administered by ASD’s Assistant Director of Finance and Administration.

DELEGATION OF AUTHORITY

Authorizes the County Mayor or the County Mayor’s designee to execute the Agreement and exercise any

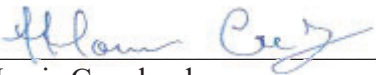
and all provisions therein including the exercise of options-to-renew periods or termination provisions.

BACKGROUND

The County previously entered into a Partner Program Agreement on March 16, 2021, Resolution No. R-214-21, with TCN establishing a partnership where TCN would provide TNVR services to expand ASD’s existing Countywide spay/neuter network. The agreement was to provide \$15,000.00 in grant funding to TCN for Fiscal Year 2020-2021.

On September 28, 2021, the approved Department Budget for FY 2021-22 included an additional \$1,000,000.00 for TNVR services from which the additional \$50,000.00 to TCN will be funded.

Attachments



Morris Copeland
Chief Community Services Officer



MEMORANDUM (Revised)

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

DATE: February 1, 2022

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)
2-1-22

RESOLUTION NO. _____ R-127-22

RESOLUTION APPROVING THE FIRST AMENDMENT TO THE PARTNER PROGRAM AGREEMENT WITH THE CAT NETWORK, INC. PROVIDING AN ADDITIONAL \$50,000.00 IN COUNTY GRANT FUNDING TO THE CAT NETWORK FOR FISCAL YEAR 2021-2022 FOR A MODIFIED TOTAL AGREEMENT AMOUNT NOT TO EXCEED \$65,000.00; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE FIRST AMENDMENT AND EXERCISE ANY AND ALL PROVISIONS THEREIN INCLUDING RENEWAL OR TERMINATION PROVISIONS

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 First Amendment to the Partner Program Agreement between the Miami-Dade County (the "County") and The Cat Network, Inc. increasing the amount of grant funding from the County to The Cat Network Network, Inc. by \$50,000.00 for Fiscal Year 2021-2022 for a modified total agreement amount not to exceed \$65,000.00, in substantially the form attached hereto and made a part hereof, and directs the County Mayor or County Mayor's designee to execute said amendment and exercise all rights contained therein including the exercise of options-to-renew periods or termination provisions.

The foregoing resolution was offered by Commissioner **Joe A. Martinez** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** 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	absent	Rebeca Sosa	absent
Sen. Javier D. Souto	absent		

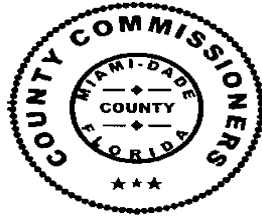
The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of February, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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

FIRST AMENDMENT TO THE PARTNER PROGRAM AGREEMENT BETWEEN MIAMI-
DADE COUNTY AND THE CAT NETWORK

THIS FIRST AMENDMENT TO THE PARTNER PROGRAM AGREEMENT (the "Agreement") made and entered into as of this ____ day of _____, 2022, by and between The Cat Network, Inc., a non-profit organization with an address of 12125 SW 114 Place, Miami, FL 33157, and Miami-Dade County (the "COUNTY"), a political subdivision of the State of Florida, through its Animal Services Department ("ASD"), with an address at 3599 NW 79 Avenue, Doral, FL 33122.

RECITALS

WHEREAS, The Cat Network, Inc. and the COUNTY previously entered into a Partner Program Agreement, as approved by Resolution No. R-214-21 on March 16, 2021; and

WHEREAS, the Parties are desirous of amending the Agreement as set forth herein, in order to provide for additional grant funding to be paid to The Cat Network, Inc. for services rendered under the Agreement in the amount of up to \$50,000.00 to be funded from the General Fund in order to ensure the continuation of services performed under the Agreement; and

WHEREAS, this Agreement's funding is subject to available funds in FY21-22; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the adequacy of which is hereby accepted and acknowledged by the Parties, the COUNTY and The Cat Network, Inc. agree that the foregoing recitals are correct, and further state as follows:

Delete Article 1 in Page 1 of 11 of the Agreement under the heading "AMOUNT PAYABLE," and replace with the following:

ARTICLE 1. AMOUNT PAYABLE

The maximum amount payable for services rendered under this Agreement shall not exceed **\$65,000.00**. The amount reimbursable per cat served under this Agreement is \$60.00.

All other terms of the Agreement shall remain in full force and effect unless amended herein.

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

THE CAT NETWORK, INC

By: Karen Rundquist
(an authorized signatory)

Print name: KAREN RUNDQUIST

Title: President

(AFFIX INCORPORATION SEAL)

ATTEST:

HARVEY RUVIN, CLERK

BY:

DEPUTY CLERK

(DATE)

Approved by County Attorney as
to form and legal sufficiency.

Eduardo W. Gonzalez

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

Daniella Levine Cava
County Mayor
or County Mayor's Designee

(DATE)