

Memorandum



Date: June 21, 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

Resolution No. R-535-23

Subject: Resolution approving Sixth Amendment to the Second Amended Partner Program Agreement with the Miami Veterinary Foundation (MVF), extending term one year and four one-year option to renew periods, decreasing Fiscal Year 2022-23 allocation to \$375,000.00 and increasing the total contract amount up to \$3,750,000.00 due to the extension of the terms for this agreement, to ensure the continuation of Spay/Neuter Services and adjusting the current reimbursement fee schedule; and Authorizing the County Mayor or the County Mayor's Designee to execute Sixth Amendment and exercise any and all provision therein including renewal provisions

Executive Summary

The County previously entered into a Partner Program Agreement on July 1, 2014, Resolution No. R-623-14, with the Dade County Veterinary Foundation, Inc. and previously known as the South Florida Veterinary Foundation, now known as Miami Veterinary Foundation (MVF) establishing the first ever spay/neuter program with local veterinarians to increase community spay/neuter surgeries by providing income qualified individuals with low-cost pet sterilization. At the request of MVF, the 2022-23 Fiscal Year allocation is being decreased as they have not been able to fully expend past allocated funds for this contract due to the lack of veterinary partners willing to participate in the program. This is the Sixth Amendment to the Second Amended Partner Program to extend the term, decreases funding and adjusts the current reimbursement schedule.

Recommendation

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

- Approve the Sixth Amendment to the Second Amended Partner Program Agreement between the County and MVF to extend the term one year and four one-year options to renew periods to ensure the continuation of spay/neuter services.

- Decrease funding over the term of the Second Amended Partner Agreement, inclusive of options-to-renew periods, at \$375,000.00 for Fiscal Year (FY) 2022-23 to provide approximately 350 Spay/Neuter surgeries per month and adjust the current reimbursement schedule to the new table below. Although the new proposed pricing chart illustrates decreases in certain categories, there are some categories that have been increased which are the categories that the Department is requesting the provider provide more support. Please see below:

PREVIOUS PRICING				
<u>CATS</u>		<u>DOGS</u>		<u>RESCUE DOGS</u>
M	F	M	F	
\$60	\$60	\$100	\$150	\$50

PROPOSED PRICING				
<u>CATS</u>		<u>DOGS</u>		<u>RESCUE DOGS</u>
M	F	M	F	
\$50	\$85	\$85	\$130	\$75

- Authorizes the County Mayor or County Mayor's designee to execute the Sixth Amendment to the Second Amended 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

This service will be offered to all County residents, it will benefit Countywide.

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.

Fiscal Impact/Funding Source

The amendment will extend the agreement one year and four one-year options to renew periods and decrease the contract amount by \$75,000.00 for FY 2022-23 which has been included in the FY 2022-23 approved Animal Services Budget. For FY 2022-23, the total allocation will be \$375,000.00 as reflected in the FY22/23 budget. The total fiscal impact of

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

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the agreement will increase from \$1,850,000.00 to \$3,750,000.00 due to the extension of the term for this agreement.

Track Record/Monitor

Kathy Labrada, Assistant Director, Animal Services Department, is managing the Agreement.

Background

The County previously entered into a Partner Program Agreement with MVF formerly known as the Dade County Veterinary Foundation, Inc. and previously known as the South Florida Veterinary Foundation, establishing the first ever spay/neuter program with local veterinarians to increase community spay/neuter surgeries by providing income qualified individuals with low-cost pet sterilization. Below, please find a chart of all previous amendments to the agreements with MVF:

AGREEMENT	AMEND	RESOLUTION	DATE	FISCAL YR	ALLOCATION	ACTION
Original Agreement		R-623-14	7/1/2014	2013-2014	\$200,000	
Amended Partner Agreement		R-417-15	5/5/2015	2014-2015	\$200,000	Waived fees for TNVR
2nd Amended Partner Agreement		R-637-15	7/14/2015	2014-2015	\$300,000	Increase funding by 100,000
Amedment 2nd Partner Agreement	1	R-1176-15	12/15/2015	2015-2016	\$300,000	Extend agreement by 1 year
Amedment 2nd Partner Agreement	2	R-720-16	7/19/2016	2015-2016	\$325,000	One-time increase by 25,000
Amedment 2nd Partner Agreement	3	R-1210-17	12/5/2017	2017-2018	\$315,000	Extend agreement by 1 year and 4 OTR providing funding not to exceed \$1,575,000; increase admin fee from \$8-\$10.
FY2019-2020 Budget Hearing		N/A	10/1/2019	2019-2020	\$350,000	Increase funding to \$350,000 for remainder of term
Amedment 2nd Partner Agreement	4	R-824-21	9/1/2021	2020-2021	\$425,000	Increase funding to \$350,000 and provided additional \$75,000
Amedment 2nd Partner Agreement	5	R327-22	2/15/2022	2021-2022	\$450,000	Increase funding to \$450,000



Morris Copeland
Chief Community Services Officer



MEMORANDUM

(Revised)

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

DATE: June 21, 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)
6-21-23

RESOLUTION NO. R-535-23

RESOLUTION APPROVING SIXTH AMENDMENT TO THE SECOND AMENDED PARTNER PROGRAM AGREEMENT WITH THE MIAMI VETERINARY FOUNDATION (MVF), EXTENDING TERM ONE YEAR WITH FOUR ONE-YEAR OPTIONS TO RENEW PERIODS, DECREASING FISCAL YEAR 2022-23 ALLOCATION TO \$375,000.00, INCREASING TOTAL CONTRACT AMOUNT TO \$3,750,000.00 DUE TO THE EXTENSION OF THE TERM FOR THIS AGREEMENT, AND ADJUSTING THE CURRENT REIMBURSEMENT FEE SCHEDULE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SIXTH AMENDMENT AND EXERCISE ANY AND ALL PROVISIONS THEREIN INCLUDING RENEWAL PROVISIONS

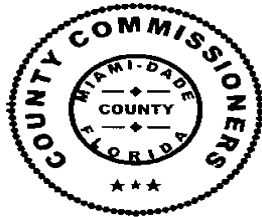
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Sixth Amendment to the Second Amended Partner Program Agreement between the County and MVF, in substantially the form attached hereto and made a part hereof, extending the term one year with four one-year options to renew periods, decreasing the annual contract amount from \$450,000.00 to \$375,000.00 for Fiscal Year 2022-2023, increasing the total contract amount to up to \$3,750,000.00 due to the extension of the term, and adjusting the current reimbursement fee schedule, and authorizes the County Mayor or County Mayor's designee to execute said amendment and exercise any and all provisions contained therein.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	absent		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	absent	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of June, 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: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "Eduardo W. Gonzalez".

Eduardo W. Gonzalez

SIXTH AMENDMENT TO SECOND AMENDED PARTNER PROGRAM AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND THE MIAMI VETERINARY FOUNDATION

THIS SIXTH AMENDMENT TO THE SECOND PARTNER PROGRAM AGREEMENT (the "Agreement") made and entered into as of this ____ day of _____, 2022, by and between the Miami Veterinary Foundation (the "MVF" or "Provider"), with an address of ~~751 NE 168 Street, North Miami Beach, FL 33162~~, 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.

address of: 11622 N. Kendall Drive Miami, FL 33176

RECITALS

WHEREAS, MVF and the COUNTY previously entered into a Partner Program Agreement, as approved by Resolution No. R-623-14 on July 1, 2014; and

WHEREAS, MVF and the County previously entered into an Amended Partner Program Agreement, as approved by Resolution No. R-417-15 on May 5, 2015; and

WHEREAS, MVF and the County previously entered into a Second Amended Partner Program Agreement (Agreement), as approved by Resolution No. R-637-15 on July 14, 2015; and

WHEREAS, MVF and the County previously executed an amendment to the Agreement as approved by Resolution No. R-1176-15 on December 15, 2015; and

WHEREAS, MVF and the County previously executed a second amendment to the Agreement as approved by Resolution No. R-720-16 on July 19, 2016; and

WHEREAS, MVF and the County previously executed a third amendment to the Agreement as approved by Resolution No. R-1210-17 on December 5, 2017; and

WHEREAS, MVF and the County previously executed a fourth amendment to the Agreement as approved by Resolution No. R-824-21 on September 13, 2021; and

WHEREAS, MVF and the County previously executed a fifth amendment to the Agreement as approved by Resolution No. R-327-22 on February 15, 2022; and

WHEREAS, the term of this Agreement is set to expire on September 30, 2022; and

WHEREAS, the Parties wish to extend the current term of the Agreement up to five years through the inclusion of an additional one-year term and four one-year options to renew; and

WHEREAS, the Parties wish to amend the spay/neuter reimbursement fees for cat neuter at \$50.00 and cat spay at \$85.00 each; \$85.00 per dog neuter, \$130.00 per dog spay, and an additional \$70.00 for rescue dog preparation to include microchip insertion, deworming, heartworm testing, and wellness vaccines

WHEREAS, the Parties are desirous of amending the Agreement as set forth herein, providing funding to MVF for services rendered under the Agreement in the new amount of up to \$375,000.00 to be paid to MVF, in order to ensure the continuation of services performed under the Agreement; and

WHEREAS, this Agreement's funding is subject to available funds in FY22-23; 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 MVF agree that the foregoing recitals are correct, and further state as follows:

Section 1. Page 2 of 13 of the Agreement, as previously amended, under the heading "RESPONSIBILITIES OF MVF," paragraph (g) is hereby deleted and replaced with the following language:

g. Reimbursement for properly submitted vouchers in accordance with the payment schedule below:

Spay/Neuter Reimbursement Fees				
Surgery Reimbursement				Rescue Dog Preparation
Cats		Dogs		Dogs
M	F	M	F	M & F
\$50.00	\$85.00	\$85.00	\$130.00	\$70.00

Section 1. Page 3 of 13 of the Agreement, as previously amended, under the heading "RESPONSIBILITIES OF COUNTY," paragraph (f) is hereby deleted and replaced with the following language:

f. Beginning in Fiscal Year 2022-23, the County, through ASD, may provide MVF with funding of up to \$375,000.00 annually, as follows:

- ASD shall provide MVF with an initial draw of up to \$100,000.00 no later than forty-five (45) days after execution of this Sixth Amendment to the Second Amended Partner Program by all parties.
- Reimbursements under this section shall be funded in three increments of \$100,000.00 and one increment of \$75,000.00, for reimbursement of services performed by MVF, as outlined in this Agreement.
- Each increment shall be funded by ASD after approval following receipt from MVF of proof of previous increment and properly submitted vouchers. Funding of each such increment shall be made to MVF after receipt and approval of said vouchers, which shall in no event, be later than forty-five (45) days. After the last installment has been disbursed to MVF, MVF will provide ASD with proof the last installment is being spent on properly submitted vouchers on a monthly basis until expenditure of all funds. ASD shall have sole discretion in determining whether proof of vouchers has been properly submitted.

Section 3. Page 4 of 13 of the Agreement, under the heading "TERM," is hereby amended and replaced with the following language:

This agreement commenced in 2021 and shall continue until September 30, 2023 (the "Term"), unless earlier terminated pursuant to Sections 7, 8 or 9 of this Agreement. The Mayor or designee, in his or her sole discretion, shall have the option to renew this Agreement for four additional one-year year terms.



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

MIAMI VETERINARY FOUNDATION,
INC. FORMERLY KNOWN AS DADE
COUNTY VETERINARY FOUNDATION,
INC. AND THE SOUTH FLORIDA
VETERINARY FOUNDATION

By: Irving M. Cerner

(an authorized signatory)

Print name: IRVING M. CERNER

Title: PRESIDENT

(AFFIX INCORPORATION SEAL)

ATTEST:

HARVEY RUVIN, CLERK

BY:

DEPUTY CLERK

(DATE)

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

Daniella Levine Cava
County Mayor
or County Mayor's Designee

(DATE)

Approved by County Attorney as
to form and legal sufficiency.

Eduardo W. Gonzalez

Federal Tax I.D. # 65-0121026

STATE OF FLORIDA

COUNTY OF MIAM-DADE

BEFORE ME, the undersigned authority, personally appeared _____, to me well known and known to me to be the individual described in and who executed the foregoing instrument as the _____ of _____, and acknowledged to and before me that he executed such instrument as such _____ of said _____, and that said instrument is the free act and deed of said limited liability company.

WITNESS my hand and official seal this ____ day of _____, ____.

(SEAL)

Signature: _____

Title: Notary Public

Name: [Print or type] _____

Serial No., if any: _____

My commission expires: _____