



COUNTY ATTORNEY'S OFFICE
JEFFREY J. NEWTON, County Attorney

201 South Rosalind Avenue ■ 3rd Floor
Reply To: Post Office Box 1393
Orlando, FL 32802-1393
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<http://www.ocfl.net>

Consent Agenda Item

MEMORANDUM

TO: Mayor Teresa Jacobs
and
County Commissioners

FROM: Jeffrey J. Newton, County Attorney *JJN*
Cristina T. Berrios, Assistant County Attorney *CB*
Contact: (407) 836-7320

DATE: August 2, 2018

RE: **Consent Agenda Item for Board Meeting on August 21, 2018.**
Adoption of the Resolution of the Orange County Board of County Commissioners regarding approval of a form Rescue Agreement relating to the Animal Services Division.

I. EXPLANATION & SUMMARY:

This resolution is the companion item to the Administrative Regulation that delegated limited authority to the manager of the Animal Services Division to execute a form Rescue Agreement approved by the Board of County Commissioners so that hundreds of routine Rescue Agreements can be entered into without being placed on the Board's Agenda. By approving this Resolution, the Board approves the form for which the manager of the Animal Services Division is granted that limited delegation of authority to execute Rescue Agreements.

II. ACTION REQUESTED: Approval of Resolution of the Orange County Board of County Commissioners regarding approval of a form Rescue Agreement relating to the Animal Services Division.

Attachment

c: Ajit Lalchandani, County Administrator
Eric Gassman, Deputy County Administrator
Dil Luther, Animal Services Division Manager
Carrie Mathes, Procurement Division Manager

Deputy County Attorney
Joel D. Prinsell

Senior Assistant County Attorneys
Elaine M. Asad
Lila McHenry

Assistant County Attorneys
Roberta Alfonso
Cristina T. Berrios
Anthony Cotter
Whitney E. Evers
Erin E. Hartigan
Georgiana Holmes
Katherine W. Latorre
Scott McHenry
Sawsan Mohiuddin
Scott Shevenell
Adolphus Thompson
William Turner

Legal Administrative Supervisor
Anna M. Caban

Senior Paralegal
Kimberly Cundiff

Paralegals
Melessia Lofgren
Maria Vargas, ACP
Gail Stanford

RESCUE AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
Rescue Name
related to
PROVISION OF ANIMAL RESCUE SERVICES

THIS RESCUE AGREEMENT ("Agreement") is entered into by and between **ORANGE COUNTY, FLORIDA** (the "County"), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Animal Services Division, and Rescue Name (the "Rescue"), a Rescue Entity Type located at Rescue Address. The County and the Rescue may be referred to herein individually as "party" or collectively as "parties".

RECITALS

WHEREAS, large populations of homeless and abandoned pets ("Rescue Animals") on the County's roadways, and in its communities, are a threat to the health, welfare, and wellbeing of both the County's residents and of those Rescue Animals themselves;

WHEREAS, the County works to reduce the number of Rescue Animals from the County's roadways and communities by promoting the adoption and fostering of those Rescue Animals; and

WHEREAS, to further reduce the number of Rescue Animals, the County has created a program where community-run animal rescue agencies contract with the County to assist it in meeting its goal of providing for, and securing, the care and wellbeing of Rescue Animals ("Rescue Program"); and

WHEREAS, the County has appointed the Manager of its Animal Services Division ("Animal Services") to be the administrator of the Rescue Program ("Program Administrator"); and

WHEREAS, the Rescue wishes to participate in the Rescue Program; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, the parties agree as follows:

Section 1. **Recitals.** The above recitals are true and correct and form a material part of this Agreement.

Section 2. **Documents.**

A. The following documents are hereby incorporated by either attachment and/or reference and therefore form this Agreement:

1. This Agreement;

2. Orange County Animal Service's Rescue Guidelines, as amended;
3. The Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters, as amended;
4. **Exhibit A:** Rescue Foster Partner Inspection and Photography Release; and
5. **Exhibit B:** Approved Renewal of Agreement Template.

B. The Rescue affirms that prior to signing this Agreement it has received copies of, read, and understands:

_____ **(Initial)**. Orange County Animal Services' Rescue Guidelines.

_____ **(Initial)**. The Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters.

Section 3. **The Rescue's Obligations.** The Rescue shall:

A. Provide services and care, as outlined in this Agreement, to any and all Rescue Animals that are released by the County into the Rescue's custody and care.

B. Comply with: Orange County Code Chapter 5; any additional rules and regulations that may be set forth by the County in connection with this Agreement; and any applicable federal, state, county, and local laws, ordinances, codes, and regulations.

C. Provide veterinary and other technical services to all Rescue Animals in the custody and care of the Rescue that complies with the professional standards of the Florida Board of Veterinary Medicine, as amended, and is dispensed in compliance with all applicable federal, state, and local laws, ordinances, and regulations. _____ **(Initial)**.

D. Be a qualified not-for-profit authorized to do business in the State of Florida and provide to the Program Administrator, or the designee thereof, evidence of its current not-for-profit exemption status with the Internal Revenue Service. Exceptions to this rule may be made on a case by case basis, at the discretion of the Program Administrator, and may be based on years of experience, references, and the volume of Rescue Animals in the County's care and custody.

E. If the Rescue is not a registered not-for-profit humane organization, the Rescue shall comply with Section 828.29, Florida Statutes, commonly called the "Pet Lemon Law," which applies to any "pet dealer" which is defined as: "any person, firm, partnership, corporation, or other association which, in the ordinary course of business, engages in the sale of more than two (2) litters, or twenty (20) dogs or cats, per year, whichever is greater, to the public. This definition includes breeders of animals who sell such animals directly to a consumer."

F. Operate in accordance with all applicable Florida Statutes for a rescue facility that provides shelter, care, medical treatment, nutrition, transportation, adoption, humane treatment, and other services to Rescue Animals.

G. Accept Rescue Animals from the County, including emergency placements when necessary.

H. Never sell or donate any Rescue Animal received from the County for the purposes of experimentation or animal testing. _____ **(Initial)**.

I. Not solicit citizens while on the County's property, including parking lots and buildings, for the citizens to: give or sell animals to the Rescue; and/or adopt or purchase an animal from the Rescue.

Section 4. The Rescue's Employees, Volunteers, Affiliates, and Agents.

A. By execution of this Agreement, the Rescue accepts ultimate responsibility for the behavior of its employees, volunteers, affiliates, and/or agents and acknowledges that it shall be held accountable for ensuring that its employees, volunteers, affiliates, and/or agents abide by the terms of this Agreement. For the purposes of this Agreement, "employees, volunteers, affiliates, and/or agents" includes, but is not in any way limited to, any entity and/or individual with which/whom the Rescue makes fostering and/or Rescue Animal transportation arrangements. _____ (Initial).

B. All Rescue employees, volunteers, affiliates, and/or agents shall have appropriate certifications, licenses, and approvals for performance of any and all services that they provide, if applicable.

C. The Rescue employees, volunteers, affiliates, and/or agents shall provide efficient and courteous service.

D. The Rescue, its employees, volunteers, affiliates, and/or agents shall not engage in activities that are abusive toward, or create a hostile work environment for, another Rescue Program partner, any Animal Services employee, or any volunteer of Animal Services. Doing so shall, at the discretion of the Program Administrator, result in termination of this Agreement and the Rescue will be prohibited from participating in the Rescue Program for a period no less than a year.

1. Activities that can lead to termination pursuant to this subsection include, but are not limited, to:
 - a. Utilizing any form of Social Media (Facebook, Twitter, YouTube, Instagram, etc.) to disparage, slander, or in any way negatively target or impugn upon the reputation of another Rescue Program partner, any Animal Services employee, or any volunteer of Animal Services;
 - b. Being verbally, or physically, abusive toward another Rescue Program partner, any Animal Services employee, or any volunteer of Animal Services.
 - c. Attempting to intimidate, or create a hostile working environment for, another Rescue Program partner, any Animal Services employee, or any volunteer of Animal Services.
 - d. Failing to follow verbal directions given by an employee or volunteer of Animal Services while on property owned and/or operated by Animal Services.
 - e. Behaving in any manner that disrupts, or is intended to disrupt, the routine activities of Animal Services, as determined by the Program Administrator.

Section 5. Animal Request Process.

A. The Rescue shall provide a list of contacts for review and approval to the Program Administrator, or the designee thereof, prior to making its initial request for a Rescue Animal. _____
(Initial).

1. These contacts may be subject to background checks and shall have the ability to request Rescue Animals on behalf of the Rescue.
2. It is the responsibility of the Rescue to keep this list updated. The County shall retain the right to deny the release of any Rescue Animal to any individual not included on the Rescue's approved list.
3. Any individual that has been found to be unsuitable for participation in the Rescue Program by the Program Administrator shall not, under any circumstances, be permitted to make a request for a Rescue Animal under this Agreement. _____
(Initial).

B. The Rescue's requests shall be processed through the Program Administrator, or the designee thereof. The process for making such requests can be viewed in Orange County Animal Services' Rescue Guidelines.

C. The Rescue shall not "courtesy pull" Rescue Animals for other Rescue agencies, individuals, or groups that are located within Florida. A "courtesy pull" is when one rescue agency, individual, or group obtains pets from the County for another rescue entity, individual, or group.

D. With the prior written permission of the Program Administrator, the Rescue can "courtesy pull" a Rescue Animal for another rescue agency, individual, or group that is located outside of Florida.

E. In cases of medical emergency, and when determined by the Program Administrator to be in the best interest of the Rescue Animal, the County may immediately release Rescue Animals into the custody and care of the Rescue.

Section 6. Rescue of Animals.

A. Upon notification of approval of its rescue request, the Rescue shall have forty-eight (48) hours to accept or deny rescue of the specific Rescue Animal. If the Rescue Animal is not picked up within those forty-eight (48) hours, the Rescue Animal may be offered to another Rescue. _____
(Initial).

B. Adoptions by the general public shall always take precedence over releases to the Rescue. This means that even if a certain Rescue Animal has been approved for release to the Rescue by the County, if a member of the general public wishes to adopt that Rescue Animal at any point prior to the Rescue's retrieval of that Rescue Animal, the County shall permit the member of the general public to adopt the Rescue Animal in question.

C. If the Rescue is found to be circumventing the above-stated public adoption precedence by having its employees, volunteers, affiliates, and/or agents adopt Rescue Animals from the County for

the purposes of placing those Rescue Animals in the care and custody of the Rescue, this Agreement may be terminated for cause. _____ (Initial).

Section 7. Animal Pick Ups.

- A. The schedule for Rescue Animal pickups can be viewed in the Orange County Animal Services Rescue Guidelines.
- B. The Rescue's animal transporters must know and provide the animal identification number(s) and rescue name(s) for the Rescue Animal(s) that they are picking up from the County prior to their release.
- C. Rescues who consistently utilize the same individual animal transporters can have those individuals added to the "Pre-Approved Transporter" list for quicker pick-ups.

Section 8. Payment of Pull Fee.

- A. The Rescue shall pay a fee of fifteen dollars (\$15.00) for each Rescue Animal, or the current adoption fee, whichever is less. Any additional fees or fee changes shall become effective upon approval by the County's Board of County Commissioners.
- B. The County reserves the right, in its sole discretion, to waive any and all fees when it is deemed by the Program Administrator to be in the best interest of the Rescue Animal.

Section 9. Sterilization of Animals.

- A. All Rescue Animals shall be sterilized before leaving the County's custody and care, unless: (1) the staff veterinarian deems the Rescue Animal unfit for surgery at that time, or (2) the Rescue makes a specific request to take the Rescue Animal without sterilization.
- B. Under no circumstances is an unsterilized Rescue Animal permitted to be used for breeding purposes. Any instance in which a Rescue Animal that is released to the Rescue pursuant to this Agreement is found to have produced offspring – whether intentionally or unintentionally – shall be considered cause for termination of this Agreement. _____ (Initial).
- C. If the Rescue specifically requests to take a Rescue Animal that is not sterilized, sterilization shall not later be provided by the County and that Rescue Animal is required to be sterilized at the Rescue's sole expense. _____ (Initial).
- D. Rescue Animals released to the Rescue unsterilized because they had been deemed unfit for surgery by the staff veterinarian may be returned to the County for sterilization at the County's expense. If the Rescue decides to have such Rescue Animals sterilized by a non-county veterinarian, such sterilizations will be at the Rescue's sole expense.
- E. Should the Rescue have someone other than the County sterilize a Rescue Animal that the County released to the Rescue unsterilized, the Rescue must provide the Program Administrator, or the designee thereof, with verifiable proof that the Rescue Animal was sterilized by an outside, properly-licensed, veterinarian. _____ (Initial).

F. Should the County request verifiable proof of sterilization regarding a previously-released, unsterilized Rescue Animal and not receive such verifiable proof from the Rescue, the County shall not release any additional Rescue Animals – whether sterilized or not – into the Rescue's custody and care until such verifiable proof of sterilization of that Rescue Animal is provided. _____ (Initial).

G. The County shall provide microchip identification and rabies vaccination for all Rescue Animals unless the County's veterinarian deems the Rescue Animal unfit, or if the Rescue requests that the Rescue Animal be released into the Rescue's custody and care prior to such treatment being provided. The County shall not be responsible for providing such treatment after a Rescue Animal has been released to the custody and care of the Rescue.

Section 10. All Animals Released "As Is."

A. The Rescue agrees to receive any and all Rescue Animals released to it by the County "as is" and in the condition in which they were released. The County shall have no responsibility for, nor any liability related to, any Rescue Animal's defect, ailment, illness, temperament, and/or behavioral issues – whether known or unknown at the time of that Rescue Animal's release to the Rescue. _____ (Initial).

B. The County shall not provide, nor is it in any way responsible for the provision of, any drugs or other medical supplies to the Rescue beyond what may have been provided by the County at the time the Rescue Animal was released to the Rescue.

C. Should the Rescue wish to have a Rescue Animal that has been identified by the County as a potential danger or behavioral problem, the Rescue shall sign an additional waiver acknowledging the potential risk prior to the release of any such Rescue Animal.

D. The County shall not be held responsible for any injury, damage, and/or harm caused to person or property by any Rescue Animal that has been released into the custody and care of the Rescue. _____ (Initial).

Section 11. Cleanliness and Inspection of Premises.

A. The Rescue shall maintain its premises in a clean and orderly manner that complies with the Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters.

B. The Program Administrator, or a designee thereof, shall have the right to inspect and examine, at all reasonable times and during ordinary business hours, such premises, equipment, and tools relating to the operation of the Rescue, with or without advance notification. The Program Administrator, or a designee thereof, further reserves and retains the right to: perform such inspections and examinations both prior to the initial release of the Rescue Animal and as deemed necessary by the Program Administrator, in their sole discretion; and to terminate this Agreement based on the results of any inspection performed.

C. Failure to provide access to the Rescue's premises for inspection and examination (with or without notice) is cause for termination of this Agreement.

D. By execution of this Agreement, the Rescue hereby grants permission to the Program Administrator, or the designee thereof, to take any photographic documentation during the course of

any inspection and/or examination of the Rescue's facility for the purposes of compliance assurance and media promotion of the Rescue Program. _____ (Initial).

Section 12. Foster Care.

A. If necessary, the Rescue shall be responsible for making arrangements to foster Rescue Animals with community partners ("Rescue Foster Partners").

B. The Rescue shall not make fostering arrangements for any Rescue Animals that were released pursuant to this Agreement without first filing an executed Rescue Foster Partner Inspection and Photography Release, which is attached hereto as **Exhibit "A"**, with the Program Administrator, or the designee thereof. _____ (Initial).

C. The Rescue shall be responsible for ensuring that all of its Rescue Foster Partner facilities are clean, orderly, and comply with the Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters, as amended.

D. The Program Administrator, or the designee thereof, shall have the right at all reasonable times and during ordinary business hours (if applicable), to inspect and examine such premises, equipment, and tools relating to the operation of the Rescue's Rescue Foster Partner, with or without advance notification.

E. The Rescue shall retrieve any Rescue Animals that were released pursuant to this Agreement from a Rescue Foster Partner's facility, and further agrees not to utilize that Rescue Foster Partner for Rescue Animals released pursuant to this Agreement in the future, if that Rescue Foster Partner:

1. Has a facility does not meet the standards as provided for herein; and/or
2. Refuses to permit the Program Administrator, or their designee, to exercise their right to inspect and examine the Rescue Foster Partner's facility.

F. Should the Rescue fail to retrieve Rescue Animals that were released to the Rescue pursuant to this Agreement from its Rescue Foster Partners as required above, the County shall not release any additional Rescue Animals to the Rescue. _____ (Initial).

Section 13. Progress Reports. On December 15, March 15, June 15, and September 15 of each year during the term of this Agreement, the Rescue shall submit to the Program Administrator, or the designee thereof, a completed Rescue Progress Report on a form provided by the County. If one of the above-stated days falls on a holiday or weekend, the Rescue Progress Report is due on the next business day. Failure to submit a completed Rescue Progress Report in a timely manner is cause for termination of this Agreement.

Section 14. Record Keeping.

A. In the performance of this Agreement, the Rescue shall establish and maintain separate books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting and record maintenance procedures. This includes maintaining true and accurate accounts records, books, and data, which shall, among other things, show all services performed for cash, on credit, or otherwise – without regard to whether paid or not, and also, the gross receipts of

said business, and the aggregate amount of all sales and services, and all of the business done by the Rescue for a period of five (5) years after the termination of this Agreement.

B. The County shall have the right at all reasonable times, and during all ordinary business hours of the day, to inspect and examine the Rescue's records. Failure to provide access to records as requested – with or without notice – is grounds for termination of this Agreement.

Section 15. **Public Records.** Pursuant to §119.0701, the Rescue must:

A. Keep and maintain public records required by the County to perform the services contemplated under this Agreement.

B. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied by the County, or its authorized designee, within a reasonable time at a cost that does not exceed the amount set by the County.

C. 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 Agreement if the Rescue does not transfer the records to the County.

D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Rescue or keep and maintain public records required by the Rescue to perform the services.

E. If the Rescue transfers all public records to the County upon completion of the Agreement, the Rescue shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Rescue keeps and maintains public records upon completion of this Agreement, the Rescue shall meet all applicable requirements for retaining public records.

F. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE RESCUE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESCUE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE RESCUE SHALL CONTACT THE ANIMAL SERVICES DIVISION AT 2769 CONROY ROAD, ORLANDO, FL 32839, ANIMALSERVICES@OCFL.NET, (407) 254-9144.

Section 16. **Term; Termination.**

A. **Term.** The term of this Agreement begins on the date of execution by the County (the "Effective Date") and ends on September 30 of the year of the Effective Date. Thereafter, the term of this Agreement may be renewed for two (2) additional one (1) year periods by mutual written consent of both parties on the approved form attached hereto as **Exhibit "B"**.

B. **Termination for Convenience.** This Agreement may be terminated for convenience by either party upon fifteen (15) days prior written notice provided pursuant to the notice provision herein.

C. **Termination for Cause/Default.** The County reserves the right to, by written notice ("Cure Notice") to the Rescue, terminate this Agreement for default, either in whole or in part, in the event that the Rescue fails or neglects to perform or observe any of the covenants contained herein on its part and: (1) such failure or neglect continues after the County has issued a Cure Notice notifying the Rescue of its default(s) hereunder, and (2) the Rescue has failed to correct such default(s) within the specified time period given in County's Cure Notice.

D. **Cure Notices.** Cure Notices shall require the Rescue to correct the deficiencies stated therein within a specified period of time. If the Rescue believes that the requested correction is not possible to complete within the required time set forth in the notice, the Rescue may submit a specific corrective action plan before the expiration of that specified time period that details how and when the Rescue intends to correct the cited deficiencies.

1. The County is under no obligation to accept the Rescue's corrective action plan in lieu of termination of this Agreement should the Program Administrator deem termination to be in the best interest of the health, security, and wellbeing of the Rescue Animals.
2. If the Rescue: (1) has not resolved deficiencies stated in the Cure Notice within the specified time period and (2) has not submitted a corrective action plan that has been approved by the Program Administrator within the specified time period, then this Agreement may be terminated.
3. There shall be no refund of any fees paid by the Rescue if termination occurs pursuant to this or any section of this Agreement.

E. **Immediate Termination.** Termination under these conditions may be immediate if: (1) the Rescue fails to operate as required in this Agreement; (2) the Rescue is declared to be bankrupt or insolvent according to law; or (3) if any assignment of its property shall be made for the benefit of the creditors.

F. **Discretionary Termination.** If the County, at the sole discretion of the Program Administrator, reasonably believes that releasing a Rescue Animal to the Rescue could in any way threaten or endanger the health, security, or wellbeing of that Rescue Animal, the County reserves the right to immediately terminate this Agreement without going through the above-stated notification process. _____ (Initial).

Section 17. Right of Refusal. The County reserves the right to deny, or terminate, participation in the Rescue Program by any organization or individual with current or prior violations or citations regarding to the care and treatment of Rescue Animals in any and all jurisdictions, as well as those specifically identified by Orange County Code, Chapter 5

Section 18. Signs. The Rescue shall not erect, install, operate, print, not cause nor permit to be erected, installed, operated, or printed on its premises or upon any brochures or other materials,

any signs or similar advertising device that describes or refers to the County, Animal Services, or to this Agreement, in any manner.

Section 19. Independent Contractor. It is understood and agreed that nothing contained herein is intended to create or establish, or should be construed as creating or establishing, the relationship of copartners between the parties hereto, or as constituting the Rescue as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Rescue is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement.

Section 20. Indemnification and Liability.

A. **Indemnification.** To the fullest extent permitted by law, the Rescue shall be solely responsible for all claims including, but not limited to, suits, actions, legal, or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs, and expenses of whatsoever kind or nature, arising out of its acts, errors, and omissions in connection with this Agreement, or the acts, errors, and omissions of anyone acting under its direction, control, or on its behalf. The Rescue shall, defend, indemnify and hold harmless the County, its agents, employees, and officers, at all times from and against any and all liability, loss, or expense arising from said claims to the extent allowed by law.

B. **Liability.** The County shall not be liable to the Rescue for any special, consequential, incidental, punitive, or indirect damages arising from, or related to, this Agreement, regardless of any notice of the possibility of such damages.

Section 21. Notices. Notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the County: Orange County Animal Services
Attention: Manager
2769 Conroy Road
Orlando, Florida 32839-2162

AND

Orange County Administrator
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32802-1393

To the Rescue: Rescue Address

Section 22. General Provisions.

A. **Use of County Logo.** The Rescue is prohibited from use of any and all County emblems, logos, and/or identifiers without written permission from the County as per Section 2-3, Orange County Code.

B. **Compliance with Laws.** It shall be each party's responsibility to be aware of federal, state, and local laws relevant to this Agreement. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

C. **No Waiver of Sovereign Immunity.** Nothing contained herein shall constitute, or be in any way construed to be, a waiver of the County's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

D. **Assignments and Successors.** Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

E. **Waiver.** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

F. **Remedies.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

G. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated herewith, shall be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

H. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

I. **Jury Waiver.** Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

J. **Attorneys' Fees and Costs.** Unless otherwise explicitly stated herein, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly, from this Agreement.

K. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

L. **No Representations.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

M. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

N. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

O. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

P. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Q. **Conflicts.** The terms of this Agreement shall control over any conflicting terms in any referenced agreement or document.

R. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

S. **Entire Agreement.** This Agreement, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the dates indicated below.

ORANGE COUNTY, FLORIDA

By: _____
Manager Name
Manager, Animal Services Division
pursuant to signature authority granted by
Administrative Regulation _____.

Date: _____

Form Approved by the Orange County
Board of County Commissioners on:

THE RESCUE

By: _____ Date: _____

Printed Name: _____ Official Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of ____ day of _____, 20__, by _____, who is personally known to me or produced _____ as a form of valid identification.

(Seal)

Signature Notary Public



**Animal Services Division
Rescue Program**

Rescue Foster Partner Inspection and Photography Release

Orange County Animal Services
Pet Rescue and Adoption Center

Name of Rescue Foster Partner:	
Location of Rescue Foster Partner Facility:	
Name of Individual Filling out this Release:	
Individual's Relationship to the Rescue Foster Partner:	

I, _____, in my capacity as a legal representative of the Rescue Foster Partner, hereby affirm that by fostering an animal from the Orange County Rescue Program ("Rescue Program") from _____ (the "Rescue") that the Rescue Foster Partner agrees to the following:

1. The Rescue Foster Partner shall maintain its facility in a clean and orderly manner that complies with the Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters, as amended.
2. The Rescue Foster Partner shall permit the Rescue Program's Administrator, or the designee thereof, to, at all reasonable times and during ordinary business hours, inspect and examine the premises, equipment, and tools relating to the operation of the Rescue Foster Partner's facility, with or without advanced notification.
3. The Rescue Foster Partner hereby grants permission to the Rescue Program's Administrator, or the designee thereof, to take any photographic documentation during the course of its inspection and examination of the Rescue Foster Partner's facility for the purposes of compliance assurance and media promotion of the Rescue Program.
4. The Rescue Foster Partner understands that failure to provide the Program Administrator, or the designee thereof, access to the Rescue Foster Partner's facility for the purposes of inspection and examination (with or without notice) shall jeopardize the participation of the Rescue in the Rescue Program.
5. The Rescue Foster Partner understands that should the Program Administrator, or the designee thereof, find that the Rescue Foster Partner's facility fails to meet the standards set by the Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters, as amended, that the Rescue shall be unable to use the Rescue Foster Partner to foster Rescue Program animals in the future.
6. The Rescue Foster Partner agrees to return the animal to the Rescue upon the Rescue's request.

By: _____ Date: _____

Printed Name: _____ Official Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or produced _____ as a form of valid identification.

(Seal)

Signature Notary Public

RENEWAL OF RESCUE AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

Rescue Name

related to

RESCUE AGREEMENT #Contract No.

THIS RENEWAL OF RESCUE AGREEMENT ("Renewal") is entered into by and between **ORANGE COUNTY, FLORIDA** (the "County"), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Animal Services Division, and Rescue Name (the "Rescue"), a Rescue Entity Type located at Rescue Address. The County and the Rescue may be referred to herein individually as "party" or collectively as "parties".

WHEREAS, the County and the Rescue entered into Rescue Agreement #Contract No. (the "Original Agreement") on Original Execution Date; and

WHEREAS, the term of that Original Agreement, or the most recent renewal of the Original Agreement (if applicable), will expire on Original (or Previously Renewed) Agreement Expiration Date; and

WHEREAS, Section 16, subparagraph A., of the Original Agreement provides for two (2) annual renewals by mutual written consent of both parties.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, the parties agree as follows:

Section 1. **Recitals.** The above recitals are true and correct and form a material part of this Agreement.

Section 2. **Renewal.** The parties mutually agree to exercise the option to renew the Original Agreement for a period of two (2) years, thereby extending the term of the Original Agreement until New Expiration Date.

Section 3. **Effect; Conflicts.** Except as modified by this Renewal, all other terms and provisions of the Original Agreement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this Renewal and the provisions of the Original Agreement, the provisions of this Renewal shall control.

Section 4. **No Representations.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Renewal. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Renewal.

Section 5. Signature Authority. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Renewal. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Renewal as stated.

Section 6. Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by transmission of signature pages to the other parties at the addresses set forth herein, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such facsimile delivery.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the dates indicated below.

ORANGE COUNTY, FLORIDA

By: _____
Manager Name
Manager, Animal Services Division
pursuant to signature authority granted by
Administrative Regulation ____.

Date: _____

Form Approved by the Orange County
Board of County Commissioners on:

THE RESCUE

By: _____

Date: _____

Printed Name: _____

Official Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, who is personally known to me or produced
_____ as a form of valid identification.

(Seal)

Signature Notary Public