



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 5**

**DATE:** July 13, 2022

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**FROM:** Mindy T. Cummings, Manager  
Real Estate Management Division *MTC*

**CONTACT PERSON:** **Mindy T. Cummings, Manager**

**DIVISION:** **Real Estate Management Division**  
**Phone: (407) 836-7090**

**ACTION REQUESTED:** Approval and execution of Grant Agreement between Orange County, Florida and Pet Alliance of Greater Orlando, Inc. and authorization for the Real Estate Management Division to disburse funds.

**PROJECT:** Pet Alliance of Greater Orlando, Inc. – Grant Agreement  
  
District 6

**PURPOSE:** To provide grant funds and a matching grant to Pet Alliance of Greater Orlando, Inc. for capital costs associated with the design and construction of its new facility.

**ITEM:** Grant Agreement

**BUDGET:** Account No: 0001-023-0413-8610

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Animal Services Division  
Office of Management and Budget

**REMARKS:** Formerly known as the Orlando Humane Society, dating back to 1937, Pet Alliance of Greater Orlando (“Pet Alliance”) is one of Central Florida’s oldest and largest animal welfare agencies, serving Orange, Seminole, Osceola, and parts of Brevard, Lake, and Volusia Counties.

On September 15, 2021, Pet Alliance’s shelter and kennel facility, located on property leased from the County at 2727 Conroy Road, Orlando, Florida 32839, suffered significant damage as a result of an accidental fire, causing near total loss of the facility.

At the time of the fire, Pet Alliance had already secured land and commenced the process of raising funds for a new facility to meet the growing needs of the community for animal shelter, adoption and wellness services.

Per the terms of the Grant Agreement, the County will remit to Pet Alliance \$500,000 (the "Grant") and a Matching Grant with a total amount not to exceed \$500,000 in the County’s 2023 Fiscal Year. The amount of the Matching Grant shall be equal to the total sum of monetary contributions collected by Pet Alliance beginning on September 1, 2022 through midnight December 31, 2022.

JUL 26 2022

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**GRANT AGREEMENT**  
*between*  
**ORANGE COUNTY, FLORIDA**  
*and*  
**PET ALLIANCE OF GREATER ORLANDO, INC.**

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THIS GRANT AGREEMENT (“Agreement”), made and entered into as of the date of last execution below (“Effective Date”), by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, (“County”), and PET ALLIANCE OF GREATER ORLANDO, INC., a not-for-profit corporation organized and existing under the laws of the State of Florida (“Pet Alliance”).

WITNESSETH:

**WHEREAS**, formerly known as the Orlando Humane Society, and dating back to 1937, Pet Alliance is one of Central Florida’s oldest and largest animal welfare agencies, serving Orange, Seminole, Osceola, and parts of Brevard, Lake and Volusia Counties; and

**WHEREAS**, as its primary mission, Pet Alliance emphasizes animal welfare and facilitates thousands of adoptions and foster homes for dogs, cats, bunnies, and other animals every year; and

**WHEREAS**, for years, the County and Pet Alliance have operated in neighboring facilities, cooperating to provide high quality animal shelter and related services to Orange County and surrounding communities; and

**WHEREAS**, tragically, on September 15, 2021, Pet Alliance’s shelter and kennel facility, located on property leased from the County at 2727 Conroy Road, suffered significant damage as a result of an accidental fire, causing a near total loss to the facility; and

**WHEREAS**, at the time of the fire, Pet Alliance had already secured land and commenced the process of raising funds for a new facility to meet the growing needs of the community for animal shelter, adoption, and wellness services; and

**WHEREAS**, the County and Pet Alliance mutually agreed to terminate the lease; and

**WHEREAS**, Pet Alliance has temporarily relocated its operations and continues its fund-raising efforts for the design and construction of its new facility to be located at 4319 and 4311 S. John Young Parkway, Orlando (“New Facility”); and

**WHEREAS**, the County, recognizing the important contribution Pet Alliance makes to the Orange County community and its animal population, desires to provide a financial contribution to Pet Alliance pursuant to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the County and Pet Alliance agree as follows:

**1. Recitals.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

**2. Grant.** County will remit payment to Pet Alliance in the amount of Five Hundred Thousand and no/100 Dollars (\$500,000.00) (the “Grant”). Said payment will be made in the County’s 2023 Fiscal Year and payment will be remitted between October 15, 2022 and October 31, 2022. The Grant shall not be counted toward or affect the total amount of the Matching Grant, as defined herein.

**3. Matching Grant.** Subject to all terms and conditions set forth in this Agreement, the County agrees to contribute to Pet Alliance a total amount not to exceed Five Hundred Thousand and no/100 Dollars (\$500,000.00) (“the Matching Grant”). The amount of the Matching Grant shall be equal to the total sum of monetary contributions collected by Pet Alliance beginning on September 1, 2022 through midnight December 31, 2022 (“Donation Period”). Only monetary (e.g. cash, check, credit card) contributions, and not donations of goods, commodities, or services, collected during the Donation Period shall be counted toward the Matching Grant.

**4. Restrictions on Use of Grant and Matching Grant.** Pet Alliance shall use the Grant and the Matching Grant only to pay for capital costs associated with the design and construction of the New Facility. Capital costs shall include construction; design and engineering expenses; and furnishings, fixtures and equipment for the New Facility. The Grant and the Matching Grant shall not be used or pledged to secure any debt whatsoever.

**5. Limitations on County's Obligation.** The County's obligation to make the Grant and the Matching Grant shall not constitute a lien on the County’s general fund revenues or any other funds of the County and will not be on parity with any existing or future debt of the County. Nothing provided herein shall obligate or require the County to levy any ad valorem taxes, fees or assessments whatsoever. This Agreement and any payments provided for in this Agreement are contingent upon the availability of general fund revenues.

**6. Disbursement of Matching Grant.** The Matching Grant shall be disbursed upon County’s receipt of a detailed, written accounting from Pet Alliance showing the deposits made into its capital campaign account during the Donation Period.

Any documentation required by this section shall be submitted to the County Administrator or designee with a copy to the Orange County Comptroller (“Comptroller”) at the notice address set forth in Section 10 herein. After review and approval of the accounting, the County Administrator or designee shall instruct the Comptroller to make payment of the Matching Grant to Pet Alliance. Payment will be made to Pet Alliance on or before March 1, 2023.

**7. Pet Alliance Representations and Obligations.** Pet Alliance has represented that it has received a determination from the Internal Revenue Service that it meets the requirement of Section 501(c)(3) of the Internal Revenue Code and hereby represents that it is in material compliance with the terms of such determination. Pet Alliance shall (i) maintain its 501(c)(3) status during the term of this Agreement; (ii) diligently proceed with the design and construction of the New Facility in a financially responsible and commercially reasonable manner; and (iii) shall comply with all federal, state, and local laws, ordinances, rules and regulations relating to the design, construction, funding, operation and maintenance of the New Facility.

**8. Pet Alliance Audit.** The County and the Comptroller (or designee) shall have the right to audit from time to time for compliance with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement, the use of the Grant and the Matching Grant for the design and construction of the New Facility. Such right shall extend for a period of five (5) years after completion of the New Facility. Pet Alliance agrees to provide reasonable assistance in providing documents, materials, data, information and records to the County and the Comptroller or designee in the performance of these audits as requested by the Comptroller or County during the course of this contract and for a period of five (5) years after the final payment hereunder. In those situations where records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), the Comptroller's representatives shall be provided with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats. Such activity shall be conducted during normal business hours.

**9. Marketing & Advertising Oversight.** Prior to publication, broadcast, mailing, or transmittal by any means, all of Pet Alliance’s marketing and advertising materials and communications related to or referencing the County, the Grant or the Matching Grant, and/or Pet Alliance’s fundraising efforts during the Donation Period, shall first be submitted to the County for its prior review and written approval, which approval shall not be unreasonably withheld.

**10. Notices.** Any notices required or allowed hereunder shall be in writing and given by certified mail with return receipt requested, to the addresses below, or in person with proof of delivery to the addresses below, or such other address as either party shall have specified by written notice to the other party delivered in accordance herewith:

<b>As to County:</b>	<b>with a copy to:</b>
Orange County Administrator 201 S. Rosalind Avenue, 5 <sup>th</sup> Floor Orlando, Florida 32801	Orange County Real Estate Management Division Attn: Manager 400 E. South St., 5 <sup>th</sup> Floor Orlando, Florida 32801
<b>As to Pet Alliance:</b>	
Pet Alliance of Greater Orlando, Inc. Attn: Steve Bardy, Executive Director 333 S. Garland Avenue, 13 <sup>th</sup> Floor Orlando, Florida 32801	

**11. Indemnification.** Pet Alliance agrees to defend, indemnify, and hold harmless the County, its officials and employees from all claims, actions, losses, suits and judgments, fines, liabilities, costs and expenses (including attorney’s fees) attributable to its negligent acts or omissions or those of its officials and employees acting within their scope of their employment or connected in any way or arising from performance under this Agreement. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party. This provision shall survive termination of this Agreement.

**12. Budget and Reporting Requirements.** As a condition of receiving funds pursuant to this Agreement, Pet Alliance acknowledges and agrees to comply with its reporting obligations and to timely provide the following to the County Administrator, at their respective notice addresses listed in Section 10 hereof:

- (i) audited financial statements of Pet Alliance within 60 days of completion of its audit, and such audit shall be completed within 180 days of the close of Pet Alliance’s fiscal year; and
- (ii) Pet Alliance’s IRS Form-990 filing with the Internal Revenue Service, to be submitted at the time of submission to the IRS.

At the County’s discretion, Pet Alliance shall provide a presentation or presentations regarding the New Facility as may be requested by the County.

**13. Recordkeeping; Accounting.** Pet Alliance will utilize accounting procedures and practices in the maintenance of the records of receipts and disbursements of the funds contributed by the County, as well as all its receipts and disbursement of funds, and such procedures and practices shall be in accordance with generally accepted accounting principles. All such records shall be open to inspection and auditing by the County, the County’s designee,

or the County Comptroller during normal business hours during the term hereof, and for a period of five (5) years after completion of the New Facility or the termination of this Agreement whichever shall occur later. Any cost incurred by Pet Alliance as a result of a County audit shall be the sole responsibility of and shall be borne by Pet Alliance. This provision shall survive termination of this Agreement.

**14. Term; Termination.** This Agreement shall become effective upon execution by both parties hereto and shall continue for a period of five years following completion of the New Facility. This Agreement may be amended, modified or terminated at any time during the term of this Agreement by the mutual written agreement of the Parties.

**15. Default by Pet Alliance.** The occurrence of any of the following constitutes an Event of Default by Pet Alliance:

- (a) Pet Alliance's failure to complete construction of the New Facility within three (3) years from the date of this Agreement;
- (b) Any material representation is made by Pet Alliance in any communication submitted to the County in an effort to induce the disbursement of revenues is determined by the County to be materially false, misleading, or incorrect;
- (c) Pet Alliance's default in the performance of any material term or covenant of this Agreement not otherwise provided for in this section for a period of more than 30 days after its receipt of a notice of default, provided however, that if the nature of the default is such that it cannot reasonably be cured within such 30-day period then Pet Alliance shall have a reasonable period of time to cure such default provided that it diligently undertakes and pursues such cure;
- (d) The dissolution of Pet Alliance:
  - (e) If (i) a petition is filed by Pet Alliance seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, or (ii) a petition is filed against Pet Alliance, which is not dismissed within 60 days after filing, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, or (iii) Pet Alliance seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all of the rent, revenues, issues, earnings, profits or income of any part of the New Facility, or (iv) Pet Alliance makes any general assignment for the benefit of creditors, or (v) Pet Alliance is Insolvent (as defined herein); or (vi) any trustee, receiver or liquidator of Pet Alliance is appointed who is not discharged within 60 days after its appointment. For purposes of this paragraph, a person or entity shall be deemed to be "Insolvent" if they are unable to pay their debts as they become due and/or if the fair market value of their assets does not exceed their aggregate liabilities;

(f) The loss of Pet Alliance's status under Section 501(c)(3) of the Internal Revenue Code for a period of more than 30 days after its receipt of a notice of default provided that if it is not commercially reasonable to reinstate such status within such 30-day period then Pet Alliance shall have a commercially reasonable period of time to cure such default provided that it diligently undertakes and pursues such cure;

In the event of a default by Pet Alliance, the County, may, at its option, exercise any one or more of the following remedies: (i) declare this Agreement terminated or (ii) exercise any and all remedies available at law and in equity.

**16. Default by the County.** The following shall constitute a default by the County: the County's continued default in the performance of a material term of this Agreement including but not limited to its obligations for disbursement of the Grant and Matching Grant in accordance with the requirements of this Agreement for a period of more than 30 days from its receipt of written notice of such default from Pet Alliance. In the event of a default by the County, then Pet Alliance, at its option, may exercise any one or more of the following remedies: (i) declare this Agreement terminated; or exercise the remedy of mandamus to require the County's performance under the terms and conditions of this Agreement and/or an action for specific performance. Pet Alliance hereby acknowledges and agrees that the only remedies available to Pet Alliance other than termination are those of mandamus and specific performance and the County shall bear no liability for direct, indirect, or consequential damages.

**17. No Assignment.** Pet Alliance may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

**18. No Waiver.** Continued performance by either party hereto, pursuant to the terms of this Agreement, after a default of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

**19. Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

**22. Governing Law; Venue.** Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida. This Agreement shall be governed by the laws of the State of Florida.

**23. Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their



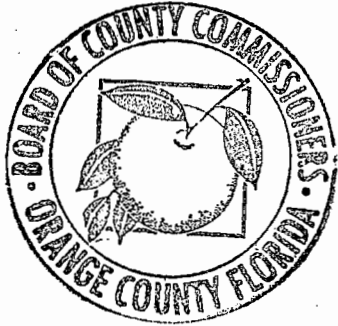
contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

**24. Counterparts.** This Agreement may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

**25. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

*[Signatures to Follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below:



**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

Date: *26 July 2022*

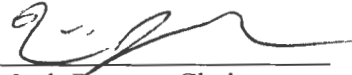
ATTEST:

Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Neelva Rey*  
Deputy Clerk

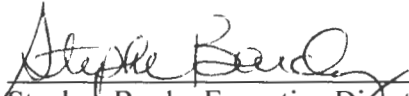
(SEAL)

**Pet Alliance of Greater Orlando, Inc.,**  
a Florida not for profit corporation

By:   
Josh Powers, Chair

Date: 6/28/22

ATTEST:

  
Stephen Bardy, Executive Director

Date: 6/28/22