

RESOLUTION

of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
regarding
**APPROVAL OF A FORM RESCUE AGREEMENT RELATING
TO THE ANIMAL SERVICES DIVISION**

Resolution No. 2023-M-12

WHEREAS, the Board of County Commissioners (the “**Board**”) created the Orange County Animal Services Division (“**Animal Services**”) to provide for the health, welfare, and well-being of Orange County residents by reducing the number of homeless and abandoned pets (“**Rescue Animals**”) from Orange County’s roadways and communities; and

WHEREAS, the health and well-being of Orange County’s residents and the animals in the care of Animal Services is of the utmost importance to the Board and the community it serves; and

WHEREAS, to meet its goal of reducing the number of Rescue Animals from Orange County’s roadways and communities, Animal Services is charged with: (1) promoting and encourage public adoption and fostering of Rescue Animals from the Orange County animal shelter by Orange County residents; and (2) partnering with community animal rescue agencies (“**Rescues**”) that are able to assist Animal Services in its active efforts to find safe homes for the Rescue Animals; and

WHEREAS, in order to ensure the wellbeing of the Rescue Animals that Animal Services releases to the Rescues, each Rescue is required to enter into an agreement with Orange County (“**Rescue Agreements**”); and

WHEREAS, due to the high volume of Rescue Agreements, which can amount to well over one-hundred (100) agreements entered into annually, the Board found it expedient and efficient to delegate to the Animal Services Division Manager the limited authority to execute Rescue Agreements on the Board’s behalf in Administrative Regulation 11.09 (the “**Delegation Regulation**”); and

WHEREAS, the Delegation Regulation limits the Animal Services Division Manager’s execution authority to a form Rescue Agreement reviewed by the County Attorney’s Office and Risk Management Division and approved by the Board by Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY

COMMISSIONERS OF ORANGE COUNTY:

Section 1. The above recitals are hereby incorporated and are to be considered binding.

Section 2. Nothing in this Resolution is intended to impact any Rescue Agreement that was entered into prior to the date of adoption of this Resolution.

Section 3. Upon adoption of this Resolution by the Board, the form Rescue Agreement attached as **Exhibit "A"** to this Resolution is hereby approved by the Board and replaces any previously-approved form Rescue Agreement for the purposes of the Delegation Regulation.

ADOPTED this 21 day of March, 2023.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

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

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

BY: *Jennifer Ann - Kline*
Deputy Clerk

RESCUE AGREEMENT NO. «Contract_Number»
between
ORANGE COUNTY, FLORIDA
and
«RESCUE_NAME»

Article 1. Party Information and Notice Provision

- A. **The Parties.** This Rescue Agreement (the "**Agreement**") is entered into by and between the two parties indicated in **TABLE 1 – THE PARTIES** below in consideration of the mutual promises contained in this Agreement. Both the County and the Rescue Agency may be individually referred to as "**party**" or collectively referred to as "**parties**" in this Agreement.

TABLE 1 – THE PARTIES	
Party #1	Name: Orange County, Florida (the " County ") Entity Type: Political Subdivision of the State of Florida Principal Address: 201 South Rosalind Avenue Orlando, Florida 32801 Rescue Program Coordinator: «Program_Coordinator_Name» Email Address: «Program_Coordinator_Email»
Party #2:	Name: «Rescue_Name» (the " Rescue Agency ") Entity Type: Florida Not-For-Profit Corporation Principal Address: «Rescue_Address_Line_1» «Rescue_Address_Line_2» «Rescue_Address_Line_3» Rescue Agreement Liaison: «Rescue_Liaison_Name» Email Address: «Rescue_Liaison_Email»

- B. **Notice Provision.** Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth in **TABLE 2 – NOTICE** below. Notices sent by certified or registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt.

TABLE 2 – NOTICE	
To the County:	Orange County Animal Services Division Attn: «Division_Manager_Name» 2769 Conroy Road Orlando, Florida 32839
To the Rescue Agency:	«Rescue_Name» Attn: «Rescue_Notice_Contact_Name» «Rescue_Notice_Address_1» «Rescue_Notice_Address_2» «Rescue_Notice_Address_3»

- C. The Rescue Agency may unilaterally revise the information regarding its Rescue Agreement Liaison, its principal address, and its preferred notice information by use of the Notice Provision in **Paragraph B** of this Article. Likewise, the Division Manager of the Orange County Animal Services Division may unilaterally re-designate the County's Rescue Program Coordinator by use of the same Notice Provision.

Article 2. Definitions

As used in this Agreement, the following terms shall have the respective meanings set forth below:

- A. **Action** shall mean any legal action or proceeding arising out, or in any manner related to, this Agreement or the subject matter of this Agreement.
- B. **Animal Rescue Organizations** shall mean the same as it does in Section 5-53, Orange County Code. More specifically, an Animal Rescue Organization is a not-for-profit organization that has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue and placement of dogs or cats into permanent homes and that does not breed animals nor obtain animals in exchange for payment or compensation from any person that breeds or brokers animals.
- C. **Board** shall mean the Orange County Board of County Commissioners.
- D. **Comptroller** shall mean the Orange County Comptroller, or the designee thereof.
- E. **Courtesy Pull** shall mean obtaining Rescue Animals from the County on behalf of another rescue entity, individual, or group.
- F. **Division** shall mean the Orange County Animal Services Division.
- G. **Division Manager** shall mean the Manager of the Division.
- H. **Relevant Records** shall mean all records that were created, utilized, or maintained for the purpose of fulfillment of the Rescue Agency's obligations pursuant to this Agreement, whether paper or electronic.
- I. **Rescue Agency Employees** shall mean any and all employees, volunteers, affiliates, and/or agents of the Rescue Agency and includes, but is not limited to, any entity and/or individual with which the Rescue Agency makes Rescue Animal transportation arrangements and Rescue Agency Foster Partners.
- J. **Rescue Agency Foster Partners** shall mean any entity and/or individual with which the Rescue Agency enters into an arrangement for the fostering of Rescue Animal(s).
- K. **Rescue Animal(s)** shall mean the animals provided by the County to the Rescue Agency in accordance with the terms and conditions of this Agreement.
- L. **Rescue Program Coordinator** shall mean the individual designated by the Division Manager to serve as the coordinator of the Rescue Program.
- M. **Rescue Program** shall mean the program created by the Board where Animal Rescue Organizations contract with the County to assist in meeting its goal of providing for, and securing, the care and wellbeing of Rescue Animals.

Article 3. The Rescue Agency's Obligations

- A. **In General.** At all times during the term of this Agreement, the Rescue Agency shall:
 - 1. Meet the definition of Animal Rescue Organizations as provided in Section 5-53, Orange County Code, and in **Article 2 ("Definitions")** above;
 - 2. 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 and provide such services and care to any and all Rescue Animals that are released by the County into the Rescue Agency's custody and care;
 - 3. Provide veterinary and other technical services to all Rescue Animals in the custody and care of the Rescue Agency 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;

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4. Accept Rescue Animals from the County, including emergency placements when necessary;
5. Not sell or donate any Rescue Animal received from the County for the purposes of experimentation or animal testing; and
6. Not solicit members of the public to either give or sell animals to the Rescue Agency, or adopt or purchase an animal from the Rescue Agency, while on the County's premises, including in the County's parking lots and buildings.

B. **Rescue Agency Employees.** By execution of this Agreement, the Rescue Agency accepts the ultimate responsibility for the behavior of the Rescue Agency Employees as defined in **Article 2 ("Definitions")** above. Additionally, the Rescue Agency agrees that it shall:

1. Be held accountable for ensuring that Rescue Agency Employees abide by the terms of this Agreement;
2. Ensure that any and all Rescue Agency Employees and contractors of the Rescue Agency do not have current or prior criminal or civil violations or citations regarding the care and treatment of animals in any jurisdiction;
3. Ensure that Rescue Agency Employees utilize professionalism and courtesy when communicating with the Division, and that they do not engage in activities that are abusive toward, or create a hostile work environment for: any other Rescue Program Partner Agency; or any of the Division's employees or volunteers. This includes:
 - (a) Utilizing any form of Social Media (e.g. Facebook, Twitter, YouTube, Instagram, etc.) to disparage, slander, or in any way negatively target or impugn upon the reputation of any other Rescue Program Partner Agency or any of the Division's employees or volunteers;
 - (b) Being verbally, or physically, abusive toward, or attempting to intimidate or create a hostile working environment for, any other Rescue Program Partner Agency or any of the Division's employees or volunteers; or
 - (c) Failing to follow verbal directions given by an employee or volunteer of the Division while on County property operated by the Division, or otherwise behaving in any manner that disrupts, or is intended to disrupt, the Division's routine activities, as determined by the Division Manager;
4. Failure of the Rescue Agency to ensure that Rescue Agency Employees comply with the provisions of **Paragraph B** of this Article or any other applicable provision of this Agreement shall, at the sole discretion of the Division Manager, result in termination of this Agreement and the Rescue Agency being prohibited from participating in the Rescue Program for a period of no less than one (1) calendar year.

C. **Annual Progress Report.**

1. If requested by the Division, thirty (30) days prior to the end of the Agreement's term, the Rescue Agency shall provide the Rescue Program Coordinator with an Annual Progress Report that details the final disposition (adoption, death, etc.) of every Rescue Animal that was released to the Rescue Agency by the County. This Annual Progress Report shall be completed on a form generated by the Division and provided to the Rescue Agency.
2. **The County reserves the right to deny or delay the renewal of this Agreement with the Rescue Agency until the Rescue Program Coordinator has received the Rescue Agency's Annual Progress Report for the current Agreement's term; and has deemed such report to be complete.**

D. **Compliance with Rescue Program Guidelines.** The Rescue Agency is required to comply with: the terms of the Rescue Program Guidelines, as further discussed in **Article 4 ("Rescue Program Guidelines")** below; the *Orange County Animal Service's Rescue Guidelines*; the terms and provisions of this Agreement; the applicable provisions of Chapter 5, Orange County Code; and any other applicable federal, state, county, and local laws, ordinances, codes, and regulations. For reference, hyperlinks to the *Orange County Animal Service's Rescue Guidelines* can be found in **TABLE 3 – DOCUMENTS** in **Article 10 ("Attachments")** below.

Article 4. Rescue Program Guidelines

- A. **Rescue Guidelines Document.** By executing this Agreement, the Rescue Agency hereby acknowledges and agrees that: it has read, understands, and agrees to comply with the terms, provisions, and contents of the *Orange County Animal Service's Rescue Guidelines* found at the hyperlink provided in **TABLE 3 – DOCUMENTS** in **Article 10 ("Attachments")** below; the Division may, from time to time, unilaterally amend or revise such document with such amendments and revisions being in full force and effect upon the Division's provision of notice to the Rescue Agency; and notice of any such amendments or revisions made by the Division may be provided to the Rescue Agency by e-mail to the Rescue Agency's Liaison indicated in **TABLE 1 – THE PARTIES**, instead of by use of the Notice Provision in **Paragraph B of Article 1**.
- B. **Rescue Animal Requests.** The Rescue Agency's requests for Rescue Animals shall be processed through the Rescue Program Coordinator. The process for making such requests are further outlined in the *Orange County Animal Service's Rescue Guidelines*. Upon notification of approval of its rescue request, the Rescue Agency 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 Program Partner.
- C. **Courtesy Pulls.** In general, without the prior written permission of the Rescue Program Coordinator, the Rescue Agency shall not Courtesy Pull, as defined in **Article 2 ("Definitions")** above, Rescue Animals. **The foregoing notwithstanding, the Rescue Agency may "courtesy pull" Rescue Animals for another rescue entity without written permission from the Rescue Program Coordinator, so long as such other rescue entity: is a not-for-profit organization with 501(c)(3) tax exempt status; and is located outside of the State of Florida.**
- D. **Rescue Animal Pick-Ups.** The schedule for Rescue Animal pick-ups can be viewed in the *Orange County Animal Service's Rescue Guidelines*. The Rescue Agency's animal transporters must know and provide the animal identification number(s) and the rescue name(s) for the Rescue Animal(s) that such individuals are picking up from the County prior to the County's release of any Rescue Animals to them.
- E. **Pull Fee.** Per Rescue Animal released to the Rescue Agency by the County under this Agreement, the Rescue Agency shall pay a non-refundable fee that is the lesser of: fifteen dollars (\$15.00); or the current adoption fee. Any additional fees or fee charges shall become effective upon approval by the Board. The foregoing notwithstanding, the Division Manager may, in their sole discretion, waive any and all fees when they deem doing so to be in the best interest of the Rescue Animal in question.
- F. **Sterilization of Animals.**
1. **In General.** All Rescue Animals shall be sterilized before leaving the County's custody and care, unless: the staff veterinarian deems the Rescue Animal unfit for surgery at that time; the Rescue Agency makes a specific request to take the Rescue Animal without sterilization; or the Division Manager determines in their sole discretion that such unsterilized release would be in the best interest of the Rescue Animal(s) in question.
 2. **Unsterilized Release.**
 - (a) Under no circumstances is an unsterilized Rescue Animal permitted to be used for breeding purposes. Any instance in which a Rescue Animal released by the County to the Rescue Agency is found to have produced offspring – whether intentionally or unintentionally – shall be considered cause for termination of this Agreement.
 - (b) Rescue Animals released to the Rescue Agency unsterilized may be later brought to the County by the Rescue Agency for sterilization at the County's expense. If the Rescue Agency decides to not return a Rescue Animal for sterilization by the County, the Rescue Agency shall: ensure that such Rescue Animal is sterilized by a properly-licensed veterinarian, which shall be completed at the Rescue Agency's sole expense; and provide verifiable proof of such Rescue Animal's sterilization to the Rescue Program Coordinator within two (2) business days of such sterilization occurring.
 - (c) If the Rescue Program Coordinator requests verifiable proof of sterilization regarding a previously-released, unsterilized Rescue Animal and does not receive such verifiable proof from the Rescue Agency, the County shall not release any additional Rescue Animals – whether sterilized or not – into the Rescue Agency's custody and care until such verifiable proof of sterilization of that Rescue Animal has been

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provided. Exceptions may be made by the County, at its sole discretion, should a particular Rescue Animal be unable to be sterilized due to a documented medical condition.

- G. **Microchips and Rabies Vaccinations.** The County shall provide microchip identification and rabies vaccination for all Rescue Animals unless: the County's veterinarian deems the Rescue Animal unfit; the Rescue Agency requests that the Rescue Animal be released into the Rescue Agency's custody and care prior to such treatment being provided; or the Division Manager determines in their sole discretion that such unsterilized release would be in the best interest of the Rescue Animal(s) in question. Rescue Animals released to the Rescue Agency without microchip identification and/or rabies vaccination may be later brought to the County by the Rescue Agency for the completion of such procedures at the County's expense.
- H. **Potentially Dangerous Rescue Animals.** Should the Rescue Agency request a Rescue Animal that is in the custody and care of the County that has been identified by the County as a potential danger or behavioral problem, the Rescue Agency shall sign an additional waiver acknowledging the potential risk prior to the release of any such Rescue Animal. Notwithstanding the foregoing, the County reserves the right to deem any such Rescue Animal as being ineligible for release should the Division Manager, within their sole discretion, deem so-doing to be in the best interest of the Rescue Animal or the public. The County additionally reserves the right but does not assume the obligation to prioritize or limit the release of potentially dangerous rescue animals to Rescue Agencies that the Division Manager, using their sole discretion, believes have demonstrated experience and a history of success with the care and placement of potentially dangerous rescue animals.
- I. **Rescue Animals Released "As Is".**
1. The Rescue Agency 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 Agency. **Upon release of any Rescue Animals to the Rescue Agency by the County, ownership of such Rescue Animals shall be considered fully and wholly transferred to the Rescue Agency.**
 2. Other than as expressly provided in **Paragraph F ("Sterilization of Animals")** and **Paragraph G ("Microchips and Rabies Vaccinations")** in this Article, the County shall not in any way be responsible for the provision or related costs of providing care to any Rescue Animal once it has been released to the Rescue Agency. This includes, but is not limited to, the provision or associated costs of any drugs, veterinary procedures, or medical supplies beyond what may have been provided by the County at the time the Rescue Animal was released.
- J. **Cleanliness and Inspection of Premises.**
1. The Rescue Agency shall maintain the premises at which it maintains and cares for the Rescue Animals in a clean, safe, and orderly manner that complies with the most current version of the «Standards». For reference, a hyperlink to the relevant document can be found in **TABLE 3 – DOCUMENTS** in **Article 10 ("Attachments")** below.
 2. The County 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 Agency, with or without advanced notification; perform such inspections and examinations both prior to the initial release of the Rescue Animal and as deemed necessary by the Rescue Program Coordinator or the Division Manager; and terminate this Agreement based on the results of any inspection performed. Failure to provide an authorized representative of the County access to the Rescue Agency's premises for inspection and examination (with or without notice) is cause for termination of this Agreement.
 3. By execution of this Agreement, the Rescue Agency hereby grants permission to the County's authorized representatives to take any photographic documentation during the course of any inspection and/or examination of the Rescue Agency's premises for the purposes of compliance assurance and/or media promotion of the Rescue Program.
- K. **Rescue Agency Foster Partners.** The Rescue Agency may enter into arrangements to foster Rescue Animals with Rescue Agency Foster Partners, as defined in **Article 2 ("Definitions")**. Should the Rescue Agency enter into such arrangements, the Rescue Agency shall be responsible for ensuring that all of its Rescue Agency Foster Partners are bound to, and comply with, the terms and conditions of this Agreement, including but not limited to

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Paragraph I ("Rescue Animals 'As Is'") and Paragraph J ("Cleanliness and Inspection of Premises") of this Article, and Article 7 ("Indemnification and Liability").

- L. **Non-Entitlement.** By executing this Agreement, the Rescue Agency hereby acknowledges and agrees that: its participation in the Rescue Program in no way grants it any exclusive or non-exclusive right or entitlement to be provided or receive any Rescue Animal(s) from the County; nothing in this Agreement or in the Rescue Program obligates the County to provide or release any Rescue Animal to the Rescue Agency for any reason; and the provision or release of a Rescue Animal to the Rescue Agency remains in the sole discretion of the Division Manager or their designee.

Article 5. Record Keeping

- A. **Maintenance of Records.** The Rescue Agency shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Rescue Agency's financial activities. Relevant Records, as defined in **Article 2 ("Definitions")**, shall be retained by the Rescue Agency for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event. The Rescue Agency shall permit the County, the Comptroller, and the designees of either, to access, review, audit, and/or reproduce any and all Relevant Records.
- B. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, the Rescue Agency shall:
1. Keep and maintain public records required by the County to perform the service.
 2. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.
 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 this Agreement if the Rescue Agency does not transfer the records to the County.
 4. Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Rescue Agency or keep and maintain public records required by the Rescue Agency to perform the service in accordance with Florida law.
 5. If the Rescue Agency transfers all public records to the County upon completion of the Agreement, the Rescue Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Rescue Agency keeps and maintains public records upon completion of this Agreement, the Rescue Agency shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.
 6. All records stored electronically shall 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 PLACEHOLDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE PLACEHOLDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE PLACEHOLDER SHALL CONTACT THE DIVISION AT 2769 CONROY ROAD, ORLANDO, FL 32839, ANIMALSERVICES@OCFL.NET, (407) 254-9144.

Article 6. Term of Agreement

- A. **Term.** The term of this Agreement begins on the date of execution by the County and ends on September 30 of the year of the Effective Date. Thereafter, the term of this Agreement may be continuously renewed by mutual written consent of both parties on a form approved by the Board.

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- B. **Termination for Convenience.** This Agreement may be terminated for convenience by either party upon the provision of ten (10) business days written notice to the other party.
- C. **Termination for Cause.** The County reserves the right to terminate this Agreement for default, either in whole or in part, by the provision of ten (10) business days' written notice in the event that the Rescue Agency fails or neglects to perform or observe any of the terms or conditions contained in this Agreement. The County may, at the sole discretion of the Division Manager, provide the Rescue Agency with an opportunity to cure any failure or neglect to perform or observe the terms and/or conditions of this Agreement prior to deciding to terminate this Agreement for cause. If such an opportunity to cure is granted, a cure notice shall be issued to the Rescue Agency listing the deficiencies in its performance under the Agreement and setting a deadline by which the Rescue Agency must correct such deficiencies to avoid termination of the Agreement by the County for cause. The reasonability of any such deadline is up to the sole discretion of the Division Manager, who may extend such deadline should they deem doing so is in the best interest of the County, the Rescue Animal, or the public welfare.
- D. **In the Event of Termination.** In the event of termination of this Agreement: there shall be no refund of any non-refundable fees paid by the Rescue Agency. If the Rescue Agency still has Rescue Animals in its custody or care at the time of termination, it is still responsible for meeting the requirements of this Agreement in regards to the treatment and care of such Rescue Animal unless specifically released from such obligation in writing and at the sole discretion of the Division Manager.

Article 7. Indemnification and Liability.

To the fullest extent permitted by law, the Rescue Agency 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 Agency 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. In addition, the County shall not be liable to the Rescue Agency 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.

Article 8. Independent Contractor, Non-Agent Agency, and Third Parties

- A. **Independent Contractor.** It is understood and agreed that nothing contained in this Agreement is intended to, or should be construed as, creating or establishing the relationship of copartners between the parties, or as constituting the Rescue Agency as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Rescue Agency is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the Rescue Agency for all purposes, including but not limited to for any worker's compensation matters.
- B. **Non-Agent Agency.** The Board has not delegated to any County officer or employee the authority to appoint any agent on the County's behalf regarding the subject matter of this Agreement. Accordingly, nothing in this Agreement is intended to, or shall be construed as to, appoint the Rescue Agency as an agent of the County. Additionally, no review or approval of the Rescue Agency's services, invoices, reports, or records by the County may be construed as the County appointing the Rescue Agency as an agent of the County.
- C. **No Third-Party Claims.** Nothing in this Agreement, express or implied, shall confer to a third-party – or be construed as conferring to a third-party in any way – any legal or equitable right, benefit, claim, or remedy of any nature arising under or by reason of this Agreement. Moreover, the County and its employees and/or contractors shall be held harmless from liability to any third parties for claims asserted under this Agreement.

Article 9. General Terms

- A. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. 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

Exhibit "A"

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.

- B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with any Action, as defined in **Article 2 ("Definitions")** above.
- C. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.
- D. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.
- E. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida and shall be construed and interpreted in accordance with the laws of that state.
- F. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents, 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.
- G. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.
- H. **Remedies.** No remedy conferred upon any party in this Agreement 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.
- I. **Severability.** The provisions of this Agreement are declared by the parties to be severable. If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby.
- J. **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 under 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.
- K. **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.
- L. **Unlawful Discrimination; Civil Rights.** The Rescue Agency, in performing its obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation, and gender expression/identity, color, age, disability, or national origin. The Rescue Agency shall comply with any and all applicable federal, state, and local anti-discrimination and Civil Rights laws, rules, and regulations.
- M. **Use of County Name or Logos.** The Rescue Agency is prohibited from using of any of the County's emblems, logos, or identifiers without written permission from the County. Additionally, the Rescue shall not erect, install, operate, upon any brochures or other materials, any signs or similar advertising device that describes or refers to the County, the Division, or to this Agreement in any manner without written permission from the Division Manager.

Exhibit "A"

- N. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any Action shall be heard and determined by such federal or state courts. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.
- O. **Waiver.** No delay or failure on the part of any party to this Agreement 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.
- P. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

Article 10. Attachments

The documents provided for in the table below are hereby incorporated by reference and therefore form a material part of this Agreement.

TABLE 3 – DOCUMENTS	
1	<i>Orange County Animal Service's Rescue Guidelines</i>
	Website: http://www.ocnetpets.com/Portals/22/Library/docs/rescues/BKT_20.06_Rescue_Guidelines_proof3-CERT.pdf
2	<i>HumanePro's Rescue Group Best Practices Guide</i> (if applicable, see Paragraph J of Article 4)
	Website: https://humanepro.org/page/rescue-group-best-practices-guide
3	Document: <i>Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters</i> (if applicable, see Paragraph J of Article 4)
	Website: https://www.sheltervet.org/guidelines-for-standards-of-care-in-animal-shelters
4	Document: <i>Chapter 5 – Animals of Orange County, Florida – Code of Ordinances</i>
	Website: https://library.municode.com/fl/orange_county/codes/code_of_ordinances?nodeId=PTIIORCOCO_CH5AN

Article 11. Entire Agreement

This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. In regards to such subject matter, 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.

Exhibit "A"

SIGNATURE PAGE FOR RESCUE AGREEMENT NO. «Contract_Number»

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

ORANGE COUNTY, FLORIDA

By: _____
«Division_Manager_Name»
Division Manager, Animal Services Division, pursuant to
authority granted by Administrative Regulation 11.09.

Date: _____

«RESCUE_NAME»

By: _____
«Rescue_Authorized_Signatory_Name»
«Rescue_Authorized_Signatory_Title»

Date: _____

**Form Agreement Approved by the Orange County Board
of County Commissioners on:** _____