

**MEMORANDUM OF UNDERSTANDING
BETWEEN SEMINOLE COUNTY AND T.E.A.R.S., INC.
REGARDING JOINT EFFORTS FOR ANIMAL ADOPTION**

THIS MEMORANDUM OF UNDERSTANDING (“MOU” or “Agreement”) is entered into this 2nd day of JUNE, 2026, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”, and **T.E.A.R.S., Inc.** a 501(c)(3) Florida not for profit corporation whose address is 647 Short Oar Ct, Sanford, Florida 32771, in this Agreement referred to as “TEARS”.

RECITALS:

WHEREAS, the ultimate objective of this Memorandum of Understanding is to combine the joint efforts of the parties to have adoptable, homeless animals placed into suitable forever homes; and



WHEREAS, the parties have determined to establish a collaborative partnership to focus on the rescue, care, placement, and overall welfare of animals in need within Seminole County; and

WHEREAS, the parties desire to enter into this Memorandum of Understanding (“MOU”) to memorialize their respective obligations and responsibilities,

NOW, THEREFORE, in furtherance of these considerations and goals, the parties agree that the following reflects their understanding.

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this MOU upon which the parties have relied.

Section 2. Effective Term. This MOU shall be effective upon its execution by the parties and shall terminate one (1) year from that date and may be renewed for up to a maximum of four (4) one (1) year renewal periods upon written request by TEARS and approval by COUNTY.

Section 3. County Responsibilities.

(a) COUNTY shall designate a coordinator for the term of this MOU who shall serve as a contact for TEARS regarding matters related hereto.

(b) COUNTY shall notify TEARS of animal(s) in need of placement or related services and designate a mutually agreed upon date and time to make the animals available for the transference to TEARS. The animals subject to transfer, from COUNTY to TEARS, shall be at the sole discretion of COUNTY. COUNTY makes no covenant or promise as to the number of animals available to TEARS or that TEARS will be transferred the physical custody or rights to any animal(s) during the life of this Agreement.

(c) If mutually agreeable, COUNTY shall transfer the physical custody and rights to animals which are suitable for placement, to TEARS, with priority given to those in foster care or needing specialized care or extended placement time.

(d) COUNTY shall provide initial medical assessments, vaccinations, spay/neuter services, testing and microchipping prior to transfer or as otherwise pursuant to this MOU.

(e) COUNTY shall provide TEARS with all relevant history, medical records, and behavioral notes of animals prior to transfer.

(f) COUNTY shall work with TEARS and support its effort to adopt the animals subject to this Agreement by sharing information, marketing opportunities, and collaborative adoption events.

(g) Once COUNTY has transferred physical custody and rights to TEARS, without charge, TEARS shall thereafter put its best efforts to adopt the animal(s) into forever homes.

(h) COUNTY shall provide medical and spay/neuter services to all animals transferred to TEARS. This shall extend for fourteen (14) calendar days after the date of transfer.

(i) COUNTY shall cross post on Petfinder any adult dogs and cats transferred to TEARS who are available for adoption.

Section 4. TEARS's Responsibilities.

(a) TEARS shall provide the COUNTY with a copy of its 501(c)(3) document and notify the COUNTY of any changes to the status of the 501(c)(3) during the pendency of this MOU.

(b) TEARS shall not use the animals subject to this MOU for breeding or any other commercial purposes. TEARS shall not release any animal transferred from the COUNTY to any third-party for any reason other than adoption into a forever home.

(c) If the animals subject to this MOU are not spayed or neutered by COUNTY prior to transfer, for any reason whatsoever, TEARS agrees to spay or neuter the animal by four (4) months of age or within 30 days from the date of transfer. If TEARS facilitates the sterilization, it shall provide proof of the sterilization to the COUNTY.

(d) Once TEARS accepts transfer of animals from COUNTY, all such animals shall initially be placed into foster care for temporary evaluation of their health and behavior prior to being transferred to a Petco location for adoption services.

(e) TEARS shall manage and coordinate the operations of the Altamonte Springs and Sanford Petco cat adoption partnership program, in support of Seminole County Animal Services.

(f) TEARS shall ensure animals transferred from the COUNTY receive appropriate care, enrichment, and socialization at all times.

(g) In addition to the Petco cat adoption partnership program, TEARS shall facilitate adoptions of the animals subject to this MOU through other means which may include, but shall not be limited to, community events, adoption partners (such as retail locations), and direct adoption programs.

(h) TEARS shall fund and coordinate certain veterinary services, including logistics and specialized medical care not previously provided by Seminole County Animal Services, on a case-by-case basis as requested by the Seminole County Animal Services Division Manager.

(i) TEARS shall assist COUNTY with transport and logistics when needed for animal movement or adoption events as requested by the Seminole County Animal Services Division Manager.

(j) COUNTY shall be entitled to immediately recover the physical custody and rights to any animal in TEARS's possession, transferred from COUNTY, if COUNTY discovers TEARS has violated any term of this MOU.

(k) TEARS shall maintain accurate records of animal placements, including names and addresses of the adopter, along with the name and description of the animal. Said records are public records and shall be retained and provided to COUNTY in accordance with the provisions of this MOU.



Section 5. Access to TEARS's Facilities. In the event TEARS maintains a centralized animal care facility at any time during this MOU, TEARS authorizes COUNTY to enter, examine, inspect and/or access TEARS's facility to determine whether compliance has been achieved with respect to the terms, conditions and responsibilities noted in this MOU.

Section 6. Insurance.

(a) TEARS, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this MOU and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. TEARS shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) TEARS shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this MOU until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by TEARS will relieve TEARS of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by TEARS in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of TEARS.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then TEARS shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and TEARS shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of TEARS or any other party.

(b) General Requirements.

(1) Before commencing work, TEARS shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit A. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and include the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, TEARS shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, TEARS shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by TEARS.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and TEARS as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit A. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by TEARS pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by TEARS.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit A, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then TEARS shall immediately notify COUNTY as soon as TEARS has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as TEARS has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, TEARS will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of TEARS, TEARS, at its sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit A. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of

work by TEARS and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Commercial General Liability.

(A) TEARS's insurance must cover TEARS for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If TEARS's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by TEARS are as specified in Exhibit A.

Section 7. Public Records. To the extent TEARS is acting on behalf of COUNTY as stated in Section 119.0701, Florida Statutes, TEARS shall:

a) Keep and maintain public records required by COUNTY to perform the services relating to this Agreement.

b) Upon request by COUNTY, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided in Chapter 119, Florida Statutes.

c) Upon completion or termination of this Agreement, transfer to COUNTY, at no cost, all public records in possession of TEARS or keep and maintain public records required by the COUNTY to perform the services relating to this Agreement.

d) **IF TEARS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRENDA McCRACKEN, AT 407-665-7224, BMCCRACKEN@SEMINOLECOUNTYFL.GOV, 1101 E. 1st STREET, SANFORD, FLORIDA 32771.**

Section 8. Funding. This MOU is not intended, and may not be construed, as a commitment of COUNTY funds. COUNTY and TEARS are individually responsible for the costs usually associated with the transfer, ownership, care, housing, transport, and disposition of animals in their respective custody unless otherwise specified in this Agreement.

Section 9. Headings and Captions. All headings and captions contained in this MOU are provided for convenience only, do not constitute a part of this MOU, and may not be used to define, describe, interpret, or otherwise construe any provision of this MOU.

Section 10. Relationship Between COUNTY and TEARS. This MOU shall not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association or joint venture between COUNTY and TEARS, nor shall any participant, volunteer or employee of TEARS be considered an employee of COUNTY.

Section 11. Use of Seminole County Logo. TEARS may not manufacture, use, display or otherwise use any facsimile or reproduction of Seminole County's seal/logo without the express written approval of COUNTY.

Section 12. Governing Law and Venue. This MOU shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in Seminole County, Florida.

Section 13. Compliance with Local, State and Federal Rules, Regulations and Laws. TEARS shall abide by and comply with all applicable local, state and federal laws, rules, regulations, orders and policies.

Section 14. Indemnification. To the fullest extent permitted by law TEARS knowingly, freely, and voluntarily assumes all risk and liability for any damage or injury that may be sustained by it, its agents, employees, or subcontractors, directly or indirectly in connection with, or arising out of the transfer activities pursuant to this MOU. TEARS, on its own behalf and on behalf of anyone acting by or through it, hereby releases, acquits, waives, discharges, and covenants not to sue COUNTY, the Board of County Commissioners, or any of County's Departments, Divisions, or Offices including, but not limited to, the Division, or any of County's current, past, and future officers, agents, employees, or volunteers, for any liability, action(s), or claim(s) for damages including, but not limited to, personal or bodily injury, which are directly or indirectly in connection with or arising out of the activities described in this Agreement including, but not limited to, the adoption, care, ownership, maintenance, and retention of the animal(s), whether or not the damages were caused, in whole or in part, by the actions, omissions, or negligence of COUNTY or any of its agents, employees, or volunteers.

Section 15. Termination. This Agreement may be terminated, without cause, by either party upon twenty-four (24) hours written advanced notice.

Section 16. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed delivered (whether or not actually received) when (i) hand delivered to the persons designated below; or (ii) upon deposit of the notice in the United States Mail, postage

prepaid, certified mail, return-receipt requested, addressed to the person as the party may have specified by written notice to the other party delivered in accordance with this Section:

For COUNTY:

Seminole County Animal Services Administrator
232 Eslinger Way
Sanford, Florida 32773

For TEARS:

T.E.A.R.S., Inc.
647 Short Oar Ct.
Sanford, Florida 32771

Section 17. Severability. If any word, phrase, sentence, part, subsection, section or other portion of this Agreement or any application thereof, to any person or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part, subsection, section or other portion, or the proscribed application thereof, shall be severable and the remaining portions of this Agreement and all applications thereon not having been declared void, unconstitutional or invalid shall remain in full force and effect.

Section 18. Assignment. Neither this MOU nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this MOU.

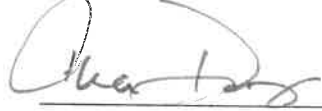
Section 19. All Prior Agreements Superseded. This MOU incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this MOU and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this

Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 20. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(14), Florida Statutes, TEARS shall attest under penalty of perjury that it does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit B. Such Affidavit shall be required when executing, renewing or extending a contract.

IN WITNESS WHEREOF, the parties to this MOU have caused their names to be affixed hereto by the proper officers thereof.

ATTEST:



Witness

Tina Davis

Print Name



Witness

KEVIN E. RESNOYER SR.

Print Name

T.E.A.R.S., Inc.

By: 

Kristin L. Buchanan

Print Name

President

Title

6.2.2020

Date

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BOARD OF COUNTY COMMISSIONERS
ATTEST:

SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachment:
Exhibit A-Insurance Requirements
Exhibit B- Anti-Human Trafficking Affidavit



AFL\sfa
03/30/2026
(T:)Users\alanus\Animal Services/MOU TEARS

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

MEMORANDUM OF UNDERSTANDING BETWEEN SEMINOLE COUNTY AND T.E.A.R.S., INC.

The following insurance requirements and limits of liability are required:

A. Commercial General Liability Insurance:

\$ 500,000	Each Occurrence
\$ 1,000,000	General Aggregate
\$ 500,000	Products and Completed Operations
\$ 500,000	Personal and Advertising Injury

~~ End Exhibit A ~~

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # _____

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of T.E.A.R.S. Inc. ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.
4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Kris Buchanan
Signature

JUNE 20, 2020
Date

KRIS BUCHANAN, PRES.
Print Name, Title

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of June, 2020, by Kris Buchanan, as _____, on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced as identification.

(Affix Notary Stamp or Seal)

Julie M. Babilla
Notary Public Signature
Print, Type or Stamp Name of Notary: _____
My commission expires: _____

