

**DOG SEMINAR AGREEMENT BETWEEN**  
**DOGS PLAYING FOR LIFE, INC.**  
**AND SEMINOLE COUNTY, FLORIDA**

**THIS AGREEMENT** is made and entered into this 13 day of March, 2024, by and between **DOGS PLAYING FOR LIFE, INC. (DPFL)**, a foreign not for profit corporation whose address is 728 Rocky Mountain Place, Longmont, Colorado, 80504 (hereby referred to as "DPFL") and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771 (hereby referred to as "COUNTY").

**W I T N E S S E T H:**

**WHEREAS**, Seminole County Animal Services provides shelter, medical care and adoption services for needy dogs in Seminole County, Florida; and

**WHEREAS**, DPFL is a 501(c)(3) animal welfare organization that offers playgroup seminars to shelters and rescues across North America, providing these organizations with the skills and practical knowledge to implement and maintain successful playgroups for their dogs; and

**WHEREAS**, dog playgroups are used by shelters to provide enrichment to their dogs which will increase the likelihood of such dogs finding permanent homes; and

**WHEREAS**, the parties have determined to enter into a collaborative agreement for the purpose of assisting the shelter dogs, which are available for adoption at Seminole County Animal Services, with socialization and life enrichment while waiting for adoption,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained in this Agreement, the parties agree as follows:

**Section 1. RECITALS.** The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**Section 2. TERM.** The COUNTY and DPFL commit to the dates of April 22nd - 26th, 2024 for DPFL to provide the services described in the Scope of Work (attached hereto and incorporated herein as Exhibit "A"). The term of this Agreement shall commence after execution of this Agreement by all parties and shall end thirty (30) calendar days after the conclusion of services on the date of April 26th, 2024, unless terminated prior thereto in accordance with this Agreement.

**Section 3. TERMINATION.** This Agreement may be terminated by either party at any time with or without cause, upon not less than Five (05) days written notice delivered to the other party. If either party cancels without proper and timely notification, the other party shall be entitled to all reasonable costs incurred. However, a terminating party shall not be obligated to pay for any costs incurred by the other party if the terminating party terminates 'for cause' and, in addition, a terminating party shall not be responsible for any costs that are incurred by a non-terminating party after the delivery of a Notice of Termination.

**Section 4. SERVICES.** The scope of work and mutual responsibilities required under this Agreement for which services will be provided consists of the following:

(a) DPFL's responsibilities include providing instructors to work with and supervise County staff and County volunteers to construct safe and effective dog playgroups. DPFL will also provide a PowerPoint presentation.

(b) COUNTY's responsibilities include making its employees and volunteers available for DPFL's instruction, providing any/all data reasonably requested by DPFL and completing a follow-up survey. Additional data may be requested by DPFL, and shall be provided by COUNTY, after conclusion of the term during "follow up periods".

**Section 5. LIABILITY**

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents of that party.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the law of the State of Florida, nor as a waiver of sovereign immunity of COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

(d) The parties agree that COUNTY will not provide workers' compensation insurance for any instructor, employee, or volunteer of DPFL.

#### **Section 6. INSURANCE**

(a) DPFL, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. DPFL 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) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by DPFL will relieve DPFL of its full responsibility for liability, damages, and accidents.

(b) General Requirements.

(1) Before commencing work, DPFL 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 including the following as Certificate Holder:

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

(2) 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 amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by DPFL.

(3) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insured under the General Liability policy. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(4) Coverage: The insurance provided by DPFL 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 DPFL.

(5) 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.

(6) Provision: Commercial General Liability required by this Agreement 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 (2023), 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 (2023), 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.

(d) Specifications. Without limiting any of the other obligations or liabilities of DPFL, DPFL, at DPFL's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this section. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by DPFL 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) Workers' Compensation/Employers' Liability.

(A) DPFL's insurance must cover DPFL and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act.

(C) The minimum limits to be maintained by DPFL are Statutory Coverage and \$1,000,000 Employers Liability.

(2) Commercial General Liability.

(A) DPFL's insurance must cover DPFL 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.

(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 DPFL are \$1,000,000 each occurrence, \$2,000,000 General Aggregate.

**Section 7. INDEPENDENT CONTRACTORS.** It is agreed that nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting DPFL, including its officers, employees, and agents, the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. DPFL is and will remain an independent contractor with respect to all services performed under this Agreement.

**Section 8. ASSIGNMENTS.** Neither party to this Agreement may assign this Agreement, or any interest arising in it, without the written consent of the other party.

**Section 9. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing any services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations constitutes a material breach of this Agreement, and will entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice to the violating party.

**Section 10. GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Seminole County is the sole venue for any legal action in connection with this Agreement.

**Section 11. PUBLIC RECORDS LAW.**

(a) DPFL acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as this statute may be amended from time to time, to release public records to members of the public upon request. DPFL acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as this statute may be amended from time to time, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, DPFL shall provide COUNTY with all requested public records in its possession or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes, as this statute may be amended from time to time.

(b) DPFL specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, as this statute may be amended from time to time, with regard to public records.

(c) Upon termination of this Agreement, DPFL shall transfer, at no cost to COUNTY, all public records in possession by DPFL, or keep and maintain public records required by

COUNTY under this Agreement. If DPFL transfers all public records to COUNTY upon completion of this Agreement, DPFL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If DPFL keeps and maintains the public records upon completion of this Agreement, DPFL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice.

**Section 12. SEVERABILITY.** If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

**Section 13. ENTIRE AGREEMENT.**

(a) It is understood and agreed that the entire agreement of the parties is contained within this document, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement, as well as any previous agreements presently in effect between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for the purposes stated above.



ATTEST:



Witness

JOSEPH C LONG

Print Name



Witness

Cde Along

Print Name

DOGS PLAYING FOR LIFE INC.

By:

  
AIMEE SADLER, CEO

Date:

3/13/24

BOARD OF COUNTY COMMISSIONERS

ATTEST:

SEMINOLE COUNTY, FLORIDA

GRANT MALOY

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

By:

JAY ZEMBOWER, Chairman

Date:

For the use and reliance of  
County only.

As authorized for execution by the Board of Seminole  
County Commissioners at its \_\_\_\_\_,  
20\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

County Attorney

Attachments: Exhibit A-Scope of Services

AFL

3/11/24

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