

GRANT AGREEMENT BETWEEN
HUMANE SOCIETY OF MARION COUNTY, INC.
AND
MARION COUNTY, FLORIDA

This **GRANT AGREEMENT BETWEEN HUMANE SOCIETY OF MARION COUNTY, INC. AND MARION COUNTY, FLORIDA** (this "Agreement") is made and entered into by and between **HUMANE SOCIETY OF MARION COUNTY, INC.**, 701 NW 14th Rd. Ocala, FL 34475, FEIN 596196017, a Florida Not-for-Profit Corporation, (the "RECIPIENT") and **MARION COUNTY**, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL 34471 ("COUNTY") (individually "Party," collectively "Parties").

RECITALS

WHEREAS, RECIPIENT is a non-profit organization dedicated to the care and protection of animals in Marion County, Florida, with a mission to prevent cruelty, suffering, and overpopulation of animals in Marion County, Florida through its programs focusing on low-cost spay and neutering, vaccination and microchipping services; and

WHEREAS, RECIPIENT has the leadership, staff and collaborative community outreach partners necessary to provide effective animal care and protection services in Marion County, Florida; and

WHEREAS, COUNTY has determined it is in the public interest of Marion County that a Grant be awarded and distributed to RECIPIENT to assist RECIPIENT in the fulfillment of its low-cost spay and neutering, vaccination and microchipping services, which services are in support of Marion County's enforcement of state laws and COUNTY ordinances relating to animal services; and

WHEREAS, COUNTY has requested and RECIPIENT has agreed to accept a grant from COUNTY Grant Funds for RECIPIENT to hold, manage, administer and distribute for low-cost spay and neutering, vaccination and microchipping services to qualified low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program") as further described in this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both Parties, the Parties hereto do covenant and agree as follows:

1. **RECITALS.**

The recitals stated above are true, correct, and incorporated herein as material provisions of this Agreement.

2. **TERM.**

This Agreement shall be effective the date of the last signature below (the "Effective Date") and shall thereafter remain in effect until December 31, 2024 unless extended by the Parties or sooner terminated as provided herein.

3. **AWARD; PROPORTIONATE USE; REPLENISHED.**

A. **The Grant.**

COUNTY, subject to terms and conditions provided in this Agreement, hereby authorizes a grant of Funds (the "Grant") to RECIPIENT subject to the terms and conditions provided in this Agreement in the amount of **Fifty thousand (\$50,000) Dollars** (the "Award Amount") for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program").

B. **May Be Replenished.**

The dollar amount of assistance hereby awarded to RECIPIENT (the "Award Amount") may be replenished by providing RECIPIENT with an additional **Ten thousand (\$10,000)** in grant funding, by amending this Agreement depending upon the showing of need and the successful operation of RECIPIENT's Program.

4. **SERVICES.**

A. In association with the Grant award, RECIPIENT shall, in an efficient and expeditious manner, accept and distribute Grant funds in compliance with this Agreement for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's animal care assistance. Any other use of the Grant, or any portion thereof, without the written consent of COUNTY is prohibited.

B. "Low-income residents" of Marion County eligible for RECIPIENT'S spay and neutering, vaccination and microchipping services are defined as: i) residents earning less than eighty percent (80%) of Area Median Income, pursuant to the Income Chart published annually by the Florida Housing Finance Corporation, ii) unemployed residents or those on fixed-income Social Security (SS) / Social Security Income (SSI) benefits, iii) or colony caregivers. RECIPIENT will exercise its reasonable discretion in determining resident eligibility.

5. **GENERAL RESPONSIBILITIES OF RECIPIENT:**

5.1 RECIPIENT acknowledges and agrees that the obligations, representations,

certifications, and assurances of RECIPIENT in this Grant Agreement, including this Article 5 are material terms of this Agreement and COUNTY affirmatively relies upon same as part of the consideration in entering into this Grant Award. Any breach of a term of this Agreement is a material breach by RECIPIENT.

- 5.2** RECIPIENT certifies and assures COUNTY that RECIPIENT is knowledgeable of and shall comply with all applicable federal, state, and local laws and regulations in executing the Program and Scope of Work. RECIPIENT agrees to furnish all labor, materials, equipment, and services and shall obtain any and all governmental permits necessary to execute the Program/Scope of Work.
- 5.3** RECIPIENT shall provide proof of insurance to COUNTY obtained with a company or companies authorized to do business in the State of Florida with an A.M. Best Company rating of at least A-. A \$1,000,000 Commercial General Liability Insurance Policy is required for the Event/Project along with "Marion County, a political subdivision of the State of Florida, its officials, employees, and volunteers" being named as an Additional Insured on the policy. The term of coverage must include not only all days of the Event/Project, but set up days and take down days as well.

Listing on Certificate of Insurance should read:

Marion County,
a political subdivision of the State of Florida,
its officials, employees, and volunteers
601 SE 25th Avenue
Ocala, FL 34471

During the term of this Agreement, RECIPIENT at its sole expense, shall provide insurance of such a type and with such terms and limits as noted above. Providing and maintaining adequate insurance coverage is a material obligation of RECIPIENT. RECIPIENT's insurance coverage shall be primary insurance as respects to the COUNTY for all applicable policies. The limits of coverage under each policy maintained by RECIPIENT shall not be interpreted as limiting RECIPIENT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the COUNTY Risk Management department.

The coverages, limits and/or endorsements required herein protect the primary interests of the COUNTY, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Recipient against any loss exposures, whether as a result of this Agreement or otherwise.

Marion County Board of County Commissioners, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an additional insured

with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the RECIPIENT. The coverage shall contain no special limitation on the scope of protection afforded to the COUNTY, its officials, employees, or volunteers.

5.4 In the performance of this Agreement, RECIPIENT shall be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY, thereby making RECIPIENT solely responsible for the means, methods, techniques, sequences, and procedures utilized by RECIPIENT in the full performance of this Agreement.

5.5 RECIPIENT shall keep and provide COUNTY with records of all transactions related to this Agreement and COUNTY shall have the right to review such records. The parties specifically agree that should COUNTY request to review such records, RECIPIENT shall produce the records at COUNTY’s office located at **109 W Silver Springs Blvd., Ocala, FL 34475**, during normal business hours.

5.6 Audit.

A. Subject to Audit.

All low-cost spay and neutering, vaccination and microchipping service transactions related to this Agreement are subject to programmatic and financial audit by the Marion County Clerk of the Court – Internal Auditor, other COUNTY staff or authorized personnel or any other governmental representative COUNTY may dictate.

B. Inspection; Public Record.

All RECIPIENT programmatic and financial documents that are part of or relate to the Grant Award are subject to COUNTY inspection and made public record.

C. Additional Information.

COUNTY reserves the right to request additional information if deemed necessary during the Term of this Agreement.

D. Repayment.

(1) RECIPIENT may be required to repay all or a portion of Grant monies provided should an audit of RECIPIENT records determine ineligibility of any expenditure or upon the occurrence of a default of this Agreement.

(2) The Parties expressly and specifically agree that all determinations arising from a COUNTY audit of RECIPIENT’S records regarding the eligibility or ineligibility of an expenditure of the Grant funding shall be final and binding.

6. PUBLIC RECORDS COMPLIANCE.

A. RECIPIENT acknowledges that any material, including papers, photographs, films, and

audio recordings, made or received by COUNTY in connection with RECIPIENT's request for Program funding is a public record and subject to public inspection, unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Therefore, RECIPIENT acknowledges that it cannot dictate to COUNTY what material is open to public inspection or the circumstances under which material is deemed confidential.

B. If, under this Agreement, RECIPIENT is providing services and is acting on behalf of COUNTY as provided under Section 119.001(2), Florida Statutes, then, RECIPIENT shall comply with public records laws, specifically:

(1) Keep and maintain public records required by COUNTY to perform the service;

(2) Upon request from COUNTY's custodian of records, provide 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(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 the Term of this Agreement and following completion of this Agreement if RECIPIENT does not transfer the records to COUNTY; and,

(4) Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of RECIPIENT or keep and maintain public records required by COUNTY to perform the service. If RECIPIENT transfers all public records to COUNTY upon completion of this Agreement, RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RECIPIENT keeps and maintains public records upon completion of this Agreement, RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.

C. If RECIPIENT fails to provide the public records to COUNTY within a reasonable time or otherwise, RECIPIENT may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

D. IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Public Relations
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300**

Fax: 352-438-2309

Email: PublicRelations@MarionFL.org

- F. Pursuant to current State law, requests to inspect or copy public records relating to this Agreement for services must be made directly to COUNTY. If RECIPIENT receives any such request, RECIPIENT shall instruct the requestor to contact COUNTY. If COUNTY does not possess the records requested, COUNTY shall immediately notify RECIPIENT of such request, and RECIPIENT must provide the records to COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.
- G. RECIPIENT acknowledges that failure to provide the public records to COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. RECIPIENT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from COUNTY.
- H. RECIPIENT shall indemnify, defend, and hold COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from RECIPIENT's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by RECIPIENT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third-party claims or awards for attorneys' fees and costs arising therefrom. RECIPIENT authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against RECIPIENT from a Circuit Court in Marion County on an expedited basis to enforce the requirements of this Section.
- I. RECIPIENT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes [commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")] and RECIPIENT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. RECIPIENT agrees to comply with and to assist COUNTY in complying with the same as it relates to all aspects of this Agreement.
- J. RECIPIENT shall immediately notify COUNTY if RECIPIENT receives a public records request related to this Agreement.
- K. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. EVENTS OF DEFAULT.

The following are events of default:

- A. Improper use of Grant funds whether found by COUNTY, an auditor, or another authority;
- B. RECIPIENT's failure to perform in accordance with the terms of this Agreement;

- C. RECIPIENT's failure to perform timely;
- D. Inability or unwillingness to comply with the conditions imposed upon the expenditure of Grant Funds;
- E. Materially incorrect or incomplete information or documentation in any Grant-related document; or
- F. Changes in law or the availability of Grant funds that render the assistance contemplated herein impossible or infeasible.

8. INDEMNIFICATION AND LIMITATION OF LIABILITIES:

- 8.1** To the fullest extent permitted by law, RECIPIENT shall indemnify, defend, and hold harmless, release, and forever discharge the Board, Board Members, Marion County, and its officers, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the issuance of the Grant Award, including a reasonable attorney's fees and costs arising from any negligent, willful or wrongful misconduct, knowing misrepresentation by the RECIPIENT, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of the RECIPIENT or anyone directly or indirectly employed by the RECIPIENT in connection with the issuance of the Grant Award for RECIPIENT's Program/Scope of Work. The RECIPIENT expressly understands and agrees that any insurance protection provided by the RECIPIENT shall in no way limit the responsibility to indemnify, keep and save harmless and defend Marion County and its officers, board members, employees, agents, and instrumentalities. This Section shall not be construed in any way to alter Marion County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023). Pursuant to Section 768.28, Florida Statutes, nothing in this Agreement shall require Marion County to indemnify or insure the RECIPIENT for the RECIPIENT's negligence. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.
- 8.2** In no event shall COUNTY be liable to RECIPIENT for any incidental, indirect, special, punitive or consequential damages even if COUNTY knew or should have known about the possibility of such damages for any provision of this Agreement.
- 8.3** THE LIABILITY AND IMMUNITY OF THE COUNTY IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES, AND, NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF COUNTY OR TO WAIVE ANY IMMUNITY ENJOYED BY COUNTY UNDER THAT STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO F.S. §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY

EXCEPT AS SPECIFICALLY PROVIDED IN F.S. §768.28 OR THIS AGREEMENT SHALL BE CONSIDERED VOID.

- 8.4 RECIPIENT acknowledges that COUNTY is a financial contributor to the RECIPIENT's Program/Scope of Work under this Agreement only and to the extent of this Grant Award only, and COUNTY shall not otherwise be responsible for any debt incurred or liability issues that may occur in any way related to the RECIPIENT's Program/Scope of Work.

9. **TERMINATION.**

A. **RECIPIENT Termination.**

(1) RECIPIENT may terminate this Agreement at any time with or without cause by written notice to COUNTY in the manner specified for the giving of notices herein. Such notice shall include the contemporaneous electronic return of all unexpended Grant funds as well as RECIPIENT's final report.

(2) Upon such termination, any future funding contemplated herein would terminate.

B. **COUNTY Termination for Cause.**

(1) **Right.**

COUNTY shall have the right to terminate this Agreement upon the occurrence of any Event of Default or any other failure by RECIPIENT to perform according to this Agreement.

Notice. Manner.

COUNTY's election to terminate this Agreement for default shall be communicated by providing RECIPIENT written notice of termination in the manner specified below.

C. **COUNTY Termination for Convenience.**

COUNTY reserves the right to terminate this Agreement in whole or in part at any time for the convenience of COUNTY without penalty or recourse. Upon receipt of such notice, RECIPIENT shall immediately discontinue all further activity under this Agreement and affirmatively act to minimize damages.

D. **Appropriated Funds.**

The obligation of COUNTY for payment to RECIPIENT is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

10. **FORCE MAJEURE.**

No Party shall be held in default of this Agreement for any delay or failure of such Party in performing its obligations pursuant to this Agreement if such delay or failure is caused by Force Majeure as set forth in Section "13."

11. COUNTY'S REMEDIES UPON DEFAULT.

Upon default, COUNTY may pursue any remedies available at law or equity, to include, without limitation, the following:

A. Terminate this Agreement without further notice;

B. Declare any or all funding provided under this Agreement due and payable to COUNTY within seven (7) calendar days of the date of notice;

C. In the event of any violation or threatened violation of any of the terms, covenants and conditions of this Agreement, COUNTY shall have the right, but not the obligation to enjoin such violation or threatened violation in a court of competent jurisdiction in Marion County, Florida;

D. COUNTY shall be entitled to recover from RECIPIENT all damages, costs, and attorney's fees arising from RECIPIENT's default prior to termination; and

E. The remedies above, including the right of injunction, shall be in addition to any and all other remedies under statute, at law, or in equity.

12. ACCOUNTABILITY AND OVERSIGHT.

A. Public Funds.

The Grant, and any portion thereof, covered by this Agreement are public funds and as such are subject to all applicable Federal, State, and local laws and regulations pertaining to the use of public funds.

B. Funds Use Limited to Agreement.

The use of any funds provided under this Agreement for a purpose other than those expressly stated herein is prohibited.

C. RECIPIENT Compliance.

In addition to the foregoing and the other terms and conditions provided in this Agreement, RECIPIENT shall comply with the following requirements:

(1) Records and Accounting.

a. Demonstrate Compliance.

RECIPIENT shall keep and maintain accurate and complete books and records of all Grant fund expenditures by RECIPIENT to demonstrate the Grant funds were

disbursed, distributed and used by RECIPIENT in compliance with this Agreement. The records shall account for every Grant, expenditure, or other distribution made of the Grant funds and shall include copies of associated documents to include without limitation receipts, invoices, and any other documents related to any necessary administrative cost incurred by RECIPIENT in the performance of RECIPIENT's services described in the Scope of Work.

b. Survive Expiration or Termination.

The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

13. FORCE MAJEURE.

If a Party is delayed in any performance pursuant to this Agreement for occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such Party is delayed. The Party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating the anticipated duration. Each Party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other Party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

14. ENROLLED AND USE E-VERIFY.

Section 448.095, F.S., requires RECIPIENT to be registered and use the E-Verify system to verify the work authorization status of all employees hired after the effective date of this Agreement and prohibits RECIPIENT from entering into this Agreement unless it is in compliance therewith. Information provided by RECIPIENT is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

A. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

B. RECIPIENT has agreed to perform in accordance with the requirements of this Section and agrees:

(1) It certifies and assures COUNTY that RECIPIENT is currently in fully compliance with Section 448.095, F.S., it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees. This certification and assurance is a material term on which COUNTY relies in entering into this Agreement.

(2) COUNTY shall immediately terminate this Agreement if COUNTY has a good faith belief that RECIPIENT has knowingly violated Section 448.09(1), F.S., that is, that RECIPIENT knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

(3) When RECIPIENT enters into a contract with an employee, a contractor or a subcontractor, RECIPIENT shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.

(4) RECIPIENT shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.

(5) RECIPIENT shall immediately terminate the Contracting Party if RECIPIENT has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), F.S., as set forth above.

(6) If COUNTY has a good faith belief that RECIPIENT's Contracting Party has knowingly violated Section 448.09(1), F.S., but that RECIPIENT has otherwise complied, COUNTY shall promptly order RECIPIENT to terminate the Contracting Party. RECIPIENT agrees that upon such an order, RECIPIENT shall immediately terminate the Contracting Party. RECIPIENT agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate RECIPIENT.

(7) If COUNTY terminates this Agreement with RECIPIENT, RECIPIENT may not be awarded a public contract for a least one (1) year after the date of termination.

(8) RECIPIENT is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.

(9) Any such termination under this Section is not a breach of this Agreement and may not be considered as such.

(10) RECIPIENT shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.

(11) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

15. CONFLICT OF INTEREST.

A. RECIPIENT certifies that it maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the administration of contracts using COUNTY funds.

B. Except for the use of funds to pay for salaries and other related administrative or personnel costs set forth herein, RECIPIENT certifies that no employee, agent, or officer of RECIPIENT

who exercises decision making responsibility with respect to the Grant funds and RECIPIENT's Program, is allowed to obtain a financial interest in or benefit from these activities, or have a financial interest in any contract, subcontract or agreement regarding these activities or in the proceeds of the activities. Specifically:

(1) This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of RECIPIENT and to their immediate family members, and business partner(s).

(2) This requirement applies for such persons during their tenure and for a period of one (1) year after leaving RECIPIENT.

(3) It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities; and provision of loans to individuals, businesses and other private entities.

16. GOOD FAITH.

Each Party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other Party in order to perform its responsibilities under this Agreement.

17. NON-ASSIGNABILITY.

This Agreement shall not be assigned, transferred, or encumbered by RECIPIENT unless authorized by COUNTY in writing as a modification to this Agreement.

18. SEVERABILITY.

A. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a Federal, State, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect unless COUNTY or RECIPIENT elect to terminate this Agreement.

B. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

C. Prior to terminating this Agreement, the Parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the Parties.

19. NOTICE.

Any notice required to be provided hereunder shall be in writing, directed to the Parties at the address stated in the opening paragraph, and shall be effective upon receipt or refusal to accept receipt. Notices may be delivered via hand, certified U. S. Mail, return receipt requested, or via nationally or locally recognized reliable delivery service.

20. **BINDING EFFECT.**

This Agreement will be binding on and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

21. **NO THIRD-PARTY BENEFICIARIES.**

Nothing in this Agreement, express or implied, is intended to or will be construed to confer on any person, other than the Parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

22. **AMENDMENTS.**

This Agreement may only be amended by a written instrument executed by the Parties which specifically refers to this Agreement.

23. **RELATIONSHIP OF THE PARTIES.**

RECIPIENT is an Independent Contractor in the performance of this Agreement. Nothing in this Agreement is intended nor shall be construed to create any form of partnership or joint venture relationship between or among the Parties, or to allow either to exercise control or direction over the other.

24. **APPLICABLE LAW/VENUE.**

The laws of the State of Florida shall govern any and all claims arising under this Agreement. Venue of any action arising hereunder shall lie only in the courts of the Fifth Judicial Circuit, located in Marion County, Florida, or in the United States District Court, Middle District of Florida, Ocala, Florida Division.

25. **EXPENSES; ATTORNEYS' FEES.**

Except as otherwise expressly provided in this Agreement, each Party to this Agreement will bear the Party's own expenses in connection with the preparation, execution, and performance of this Agreement. Each Party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

26. **WAIVER OF JURY TRIAL.**

By entering into this Agreement, RECIPIENT and COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the Parties of this Agreement

27. **INTERPRETATION.**

Neither of the Parties shall be considered the drafter of this Agreement for purposes of its interpretation.

28. NO WAIVER.

The rights of COUNTY and of RECIPIENT herein shall be cumulative, and failure on the part of COUNTY or RECIPIENT, as applicable, to exercise promptly any rights given herein shall not operate to forfeit any of the said rights nor constitute a waiver thereof as to any future occasion.

29. ENTIRE AGREEMENT. SEVERABILITY.

This Agreement (including its exhibits) constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior understandings and agreements, whether oral or written, among the Parties with respect to such subject matter. No representations, inducements, promises or agreements, oral or otherwise, between the Parties, not embodied herein shall be of any force and effect.

Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

30. LEGAL AUTHORIZATION.

RECIPIENT certifies that it has the legal authority to receive the funds contemplated by this Agreement. RECIPIENT also certifies that the undersigned person has the authority to legally execute and bind RECIPIENT to the terms of this Agreement.

[This portion of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, COUNTY and RECIPIENT have entered into this Agreement as of the date of the last signature below.

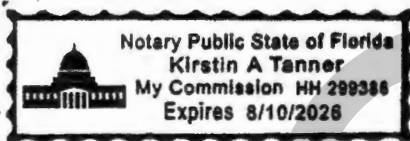
HUMANE SOCIETY OF MARION COUNTY, INC.

By: Roseann Morton
Roseann Morton
President

Date: 12/12/2023

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of online notarization, this 12th day of December, 2023, by Roseann Morton as President of HUMANE SOCIETY OF MARION COUNTY, INC.
(SEAL)



[Signature]
Notary Public, State of Florida

☒ Personally Known
OR

☐ Produced Identification

Type of Identification Produced: _____

[This portion of page intentionally left blank. Signature page follows.]

COUNTY

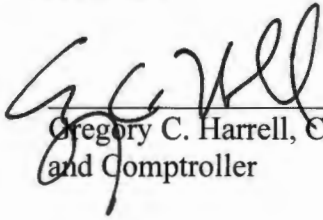
**MARION COUNTY, FLORIDA, a political
subdivision of the State of Florida, by its
Board of County Commissioners**

By: _____

Michelle Stone, Chairman

BCC Approved 12/19/2023

ATTEST:



12/19/2023

Gregory C. Harrell, Clerk of Court
and Comptroller

For use and reliance of Marion County only,
approved as to form and legal sufficiency:

For: _____

Matthew G. Minter, County Attorney