AMENDMENT NUMBER 3
CONTRACT Y11-1138 RECEIVING AND CARE OF WILDLIFE

Effective date: September 12, 2019

The above contract is amended with the following changes:

A. Insurance requirements are incorporated herein.

INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.
(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

☒ Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $500,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds $100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers’ compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY’s contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor
shall provide evidence of replacement coverage to maintain compliance with the
aforementioned insurance requirements to the COUNTY or its certificate management
representative five (5) business days prior to the effective date of the replacement policy
(ies).

The certificate holder shall read:

Orange County, Florida
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Additional insurance guidelines and sample certificates can be found on the County’s
Vendor Services website:
http://www.orangecountyfl.net/Portals/0/Library/vendor%20services/docs/InsuranceRe
quirementsFAQ.pdf

All other terms and conditions, scope of services and prices remain unchanged.

Back To Nature Wildlife and
Education Center

Signature: [Signature]
Print Name: [Deborah A. Heisel]
Title: [Executive Director]
Date: [9/19/19]

Board of County Commissioners
Orange County, FL

Zulay Millan, CPPC, CPPB, FCCM
Date: [9/19/19]
AMENDMENT NUMBER 2
CONTRACT Y11-1138 RECEIVING AND CARE OF WILDLIFE

Effective date: September 26, 2016

The above contract is renewed with the following changes:

a. Section 13, Notices, Back To Nature Wildlife Refuge and Education Center address has changed to 10525 Clapp Simms Duda Road Orlando, FL 32832.

b. Period of contract renewal will be September 26, 2016 through September 25, 2021

All other terms and conditions, scope of services and prices remain unchanged.

Back To Nature Wildlife and Education Center
10525 Clapp Simms Duda Road
Orlando, FL 32832

[Signature]
Deborah Offield
Print Name
Executive Director
Title
8/30/16
Date

Board of County Commissioners
Orange County, Fl

[Signature]
Melisa Vergara, CPPB
Print Name
Date
8/20/16
AMENDMENT NUMBER 1
CONTRACT Y11-1138, RECEIVING AND CARE OF WILDLIFE

Effective date: October 1, 2014

1. The address of Back to Nature Wildlife Refuge and Education Center is changed as follows:

10525 Clapp Simms Duda Rd.
Orlando, FL 32832

2. In accordance with Board approval on September 4, 2014, Section 2. Obligation to be performed by County, Payment, the annual amount of payment for services performed of $20,000 is increased by $10,000. Therefore, quarterly payment provided to Back to Nature Wildlife Refuge and Education Center is increased from $5,000 to $7,500.

3. All other terms and conditions, specifications remain unchanged.

Back to Nature Wildlife and Education Center

[Signature]

Deborah A. Hinkel
Print Name

Executive Director
Title

[Date]

Board of County Commissioners
Orange County, Florida

[Signature]

Carrie Woodell, MPA, OFCM, CPPO, C.P.M.
Procurement Division/Administrator
ORANGE COUNTY, FLORIDA
and
BACK TO NATURE WILDLIFE REFUGE AND EDUCATION CENTER

CONTRACT Y11-1138
Related to
RECEIVING AND CARE OF WILDLIFE

Orange County, Florida (hereinafter "County"), a charter county and political subdivision of the State of Florida, at 201 South Rosalind Avenue, Orlando, Florida 32801, and Back to Nature Wildlife and Education Center (hereinafter "Rescue"), a Florida non-profit corporation, at 18515 E. Colonial Dr., Orlando, Florida 32820 hereby enter into this contract on the date of full execution stated herein.

RECITALS:

WHEREAS, the County desires to provide for the care, rehabilitation, and release of wildlife impounded by the Animal Services Division and to provide for the County's residents' health, welfare and well-being; and

WHEREAS, the Rescue provides food, shelter, and other services for the well-being of various wildlife and birds.

NOW, THEREFORE, for and in consideration of the recitals and covenants set forth herein, the County and the Rescue hereby enter into this contract.

Section 1. Services to be Performed by Rescue

A. Hours of Operation

The Rescue shall accept County impounded wildlife (indigenous and non-indigenous) during the normal operating hours of the Rescue and any other times during which the Rescue is open or deems proper for the provision of effective and efficient services.

B. Type of Operation

The Rescue shall operate in a first-class manner, in accordance with Florida Statutes, the highest standards for operation of a wildlife shelter that provides shelter, care, medical treatment, nutrition, transportation, disposal and other services for indigenous Florida wildlife. The Rescue shall maintain Florida Fish and Wildlife Conservation Commission Class III License to sell or exhibit wildlife.
The Rescue shall accept

1. Reptiles and amphibians, except venomous snakes
2. Fowl and birds
3. Orphaned baby squirrels, injured squirrels e.g. Fox, Flying and grey
4. Opossums
5. Deer

Further, the Rescue shall function in compliance with all applicable federal, state and local laws, ordinances, codes and regulations. The Rescue performs the function of a humane organization by accepting wildlife that has been impounded by Animal Services during the normal course of their duties. The Rescue will accept and be responsible for any and all wildlife transferred to the Rescue by County Animal Services staff.

C. Personnel

Rescue personnel shall be clean, courteous, efficient, and neat in appearance. Rescue personnel shall have appropriate certifications, licenses and approvals for performance of their services. Rescue is responsible and liable for the compliance of its personnel, agents, contractors, or any other persons associated with the Rescue within the terms of this contract. Further, the Rescue is liable for the actions or omissions of its personnel, agents, contractors, or any other persons associated with the Rescue that occur in connection with this Contract. The Rescue and the County recognize and agree that the County has no business, professional, employment, or any other relationship with Rescue personnel, agents, contractors, or any other personnel which provide care in connection with this contract, except the relationship described herein between the parties to this agreement.

D. Laws, Ordinances, Rules, etc.

The Rescue shall observe and obey all the laws, ordinances, codes, regulations and rules of the federal, state and municipal governments that are applicable to its operations.

E. Quarterly Report

The Rescue shall submit to County a detailed report showing the number of animals accepted by the Rescue from the County and any other sources according to the following calendar year schedule:
For the months of January, February and March the report shall be submitted no later than the 15\textsuperscript{th} day of April. For the months of April, May and June, the report shall be submitted no later than the 15\textsuperscript{th} day of July. For the months of July, August and September, the report shall be submitted no later than the 15\textsuperscript{th} day of October. For the months of October, November and December, the report shall be submitted no later than the 15\textsuperscript{th} day of January.

The report shall include the date received, the species of the animal accepted by the Rescue, the final disposition of the animal if known (deceased, released, permanently injured) and if requested show such reasonable detail and breakdown as required by the County.

\textbf{Section 2. Obligation to be performed by County}

\textbf{Payment}

The County shall pay for the services performed by the Rescue in accordance with this contract. Payment shall be provided in the amount of $5,000.00 per quarter.

Payment is designed to allow the Rescue to fund its operations in the care, feeding, rehabilitation and release of wildlife under its care and to provide for the long term care of wildlife that, due to injury, would not survive if released into the wild.

\textbf{Section 3. Term}

This contract shall commence effective upon execution by both parties and extend for a period of five (5) years. The contract may be renewed for an additional five (5) year period, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

\textbf{Section 4. Assignment of Subletting}

The Rescue shall not assign, transfer, subcontract, pledge, surrender, or otherwise dispose of its obligations to be performed in connection with this contract, without prior written consent of County.

\textbf{Section 5. Signs}

The Rescue shall not erect, install, operate, print, not cause nor permit to be erected, installed, operated, or printed on its premises or upon any brochures or other materials, any signs or similar advertising device that describes or refers to County or to this contract, in any matter.
Section 6. Non-waiver

Any waiver or any breach of covenants herein contained to be kept and performed by the Rescue shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a default for any succeeding breach either of the same condition or covenant or otherwise.

Section 7. Termination of Contract

This contract shall be subject to termination by either party in the event of any one or more of the following events:

A. Condemnation or any other lawful assumption of the operation, control or use of the Rescue, or any substantial part or parts thereof, by a governmental entity.

B. Default by a party in the performance of any covenant or agreement herein required to be performed by such party and failure of such party to remedy such default for a period of thirty (30) days after receipt of written notice from the other party to remedy the same.

C. Destruction of a substantial part or parts of the Rescue in such a manner as to substantially restrict operation of the Rescue for a period of at least sixty (60) days.

D. Upon sixty (60) days prior written notice by either party to the other party for any or no cause.

Section 8. Termination for Default

The County may, by written notice to the Rescue, terminate this agreement for default, in whole or in part, upon the occurrence of any of the following:

1. In the event that the Rescue fails to operate as required in this contract

2. In the event that the Rescue fails or neglects to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than thirty (30) days after the County has informed the Rescue in writing of the Rescue's default hereunder and the Rescue has failed to correct such default(s) within said thirty (30) days;

3. In the event that the Rescue is declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors.
Section 9. Property Rights Upon Termination

Upon termination of this contract, the parties agree that the Rescue shall retain all rights, title and interest in or to any animals accepted in connection with this contract.

Section 10. Indemnification

To the fullest extent permitted by law, the Rescue shall be solely responsible for all claims, including but not limited to, suits, actions, legal or administrative proceedings, 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 contract, or the acts, errors and omissions of anyone acting under the direction, control, or on its behalf. The Rescue 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. However, nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provision of Section 768.28, Florida Statutes (2001).

Section 11. Independent Contractor

It is understood and agreed that nothing herein contained is intended or should be construed as in any creating or establishing the relationship of copartners between the parties hereto, or as constituting the Rescue as the agent, representative or employee of the County for any purpose or in any manner whatsoever. The Rescue is to be and shall remain an independent contractor with respect to all services performed under this contract.

Section 12. Force Majeure

The performance of all covenants herein contained may be postponed and suspended during such period as the performance thereof is prevented by acts of God, accidents, weather and conditions arising there from, strikes, boycotts, lockouts and other labor troubles, riot, fire, earthquake, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising there from, the exercise of paramount power by the federal government, either through the taking of the demised premises or the imposition of regulations restricting the conduct of business therein, acts of enemies, sabotage, interference, restriction, limitation or prevention by legislation, regulations, decree, order or request of any federal, state or local government or any instrumentality or agency thereof, including any court of competent jurisdiction, inability to secure labor or adequate supplies of materials, products or merchandise or any other delay or contingency beyond the reasonable control of the County or the Rescue.
Section 13. Notices

Notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addresses or to such other addresses as the parties may designate to each other in writing from time to time:

To Orange County:

Orange County Animal Services Division
2769 Conroy Road
Orlando, Florida 32839-2162
Attention: Manager

To Back to Nature Wildlife Refuge and Education Center

President
Back to Nature Wildlife Refuge and Education Center
P.O. Box 4117
Winter Park, FL 32793-4117

Section 14. Liability

The County and its respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of Rescue, its employees and agents.

Section 15. Amendments

This contract may be amended only through a written document executed by both parties.

Section 16. Severability

In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this contract and the same shall remain in full force and effect.

Section 17. Waiver

Performance of this agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.
Section 18. Civil Rights

The Rescue will not discriminate against any person on account of race, color, sex, age, religion, ancestry, national origin, handicap, or marital status in the performance of this contract.

Section 19. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 20. Litigation and Venue

In the event a party deems it necessary to take legal action to enforce any provision of this agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

Section 21. Remedies

No remedy herein conferred upon any part is intended to be exclusively 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.

Section 22. Headings

The headings or captions of articles, sections or subsections used in this contract 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 contract.

Section 23. 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 this contract. 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 contract as stated.

Section 24. Entire Contract

This document contains the entire contract between the parties. No promises, representations, warranties or covenants not included herein has been or shall be relied upon by either party. Any modifications, additions, or amendments hereto must be in writing, and signed by all parties.
IN WITNESS WHEREOF, the parties have caused this contract to be executed this 26th day of September, 2011

BACK TO NATURE WILDLIFE REFUGE AND EDUCATION CENTER
By: ____________________________
   President

Date: ____________________________

ORANGE COUNTY, FLORIDA
By: ____________________________
   Joe Benjamin, CPPO, CPPB, FCCM
   Purchasing Administrator

Date: ____________________________