

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
GENTLE GOODBYES PET AQUAMATION, INC.
FOR ALTERNATIVE ANIMAL CREMATION SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lake County, Florida, a political subdivision of the State of Florida (the "County") and Gentle Goodbyes Pet Aquamation, Inc., a Florida for profit corporation (the "CONTRACTOR"), together the "Parties".

WITNESSETH

WHEREAS, the COUNTY and its Lake County Animal Shelter adopt and follow procedures that provide animals with proper care, humane treatment and appropriate life outcome; and

WHEREAS, the COUNTY desires services of the CONTRACTOR and the CONTRACTOR seeks to provide an alternative animal cremation services to the COUNTY known as aquamation; and

WHEREAS, aquamation is an alternative to cremation; and

WHEREAS, the provision of such services to the COUNTY will provide a benefit and furthers the mission of Lake County related to animal services.

NOW, THEREFORE, for and in consideration of the mutual terms, understandings, and conditions, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct, and are hereby incorporated herein.
2. **Scope of Services**. On the terms and conditions set forth in this Agreement, the CONTRACTOR agrees to provide aquamation related services to the COUNTY and its Lake County Office of Animal Services and Animal Shelter. Services will provided to the COUNTY pursuant to the terms of this Agreement and the scope of services attached hereto as **Attachment A**.
3. **Term of Agreement**. The CONTRACTOR and the COUNTY acknowledge that this Agreement is for a **twelve (12) month term**, effective upon the date of execution of this Agreement by the Parties. The CONTRACTOR shall complete the work as specified in the scope of services on an **as needed basis**, as requested by the Director of the Office of Animal Services or her/his authorized designee. The prices set forth in this Agreement will prevail for the full duration of the initial term. The COUNTY has the option to renew this Agreement for two (2) additional one (1) year periods after the initial term. The option to renew shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations.
4. **Payment**. The COUNTY shall pay and the CONTRACTOR shall accept as full and complete payment for the performance of its services under this Agreement the rate/cost for services provided in **Attachment A**. The CONTRACTOR shall submit accurate invoices to the County's Office of Animal Services no later than **thirty (30) days** after services has been provided. The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.
5. **Termination**. This Agreement may be terminated by COUNTY upon thirty (30) days advance written notice to the other party; but if any service hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted.
 - A. **Termination for Convenience**. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years and Close of Shelter. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under this Agreement.

6. **Insurance.** CONTRACTOR shall provide and maintain at all times during the term of this Agreement, without cost or expense to COUNTY, policies of insurance with a company or companies authorized to do business in the State of Florida, and which are acceptable to COUNTY, insuring CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services or obligations of CONTRACTOR under the terms and provisions of this Agreement. CONTRACTOR shall provide an original certificate of insurance to the COUNTY before any service or work begins under this Agreement. Such policies of insurance and confirming certificates of insurance shall insure CONTRACTOR in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000

Disease-Policy Limit

\$500,000

Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

At time of contract, CONTRACTOR will be required to provide a copy of all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

Certificates of insurance shall identify the applicable solicitation number in the Description of Operations section of the Certificate. Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

All self-insured retentions shall appear on the certificates and shall be subject to approval by the County. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of CONTRACTOR and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, shall relieve CONTRACTOR of full responsibility for liability, damages, and accidents as set forth herein.

7. **Compliance with Laws and Regulation.** In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.

8. **Notice.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, or (iii) sent via US mail express, and addressed to a party at the address set forth below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

COUNTY

County Manager
Lake County
P.O. Box 7800
Tavares, Florida 32778

CONTRACTOR

Gentle Goodbyes Pet Aquamation, Inc.
1504 Max Hooks Road, Suite B
Groveland, Florida 34736

cc: Lake County Office of Animal Services
P.O. Box 7800
Tavares, Florida 32778

9. **Non-Waiver.** No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

10. **Construction of Agreement.** This Agreement shall not be construed against either party on the basis of it being the drafter of this Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and Paragraph headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

11. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, the CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

- A. Keep and maintain public records required by the County to perform the service.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. 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 contract term and following completion of the contract if the DEVELOPER does not transfer the records to the County.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY ANIMAL SHELTER, ATTN: SHELTER DIRECTOR, P.O. BOX 7800, TAVARES, LAKE COUNTY, FLORIDA, OR 352-343-9688 OR VIA EMAIL AT WBOYLSTON@LAKECOUNTYFL.GOV.

12. **Right to Audit.** The COUNTY reserves the right to require the CONTRACTOR to submit to an audit, by any auditor of the COUNTY's choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) complete calendar years following expiration of the Agreement. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the CONTRACTOR's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

13. **Equal Opportunity Employment.** The CONTRACTOR agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

14. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations

of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

15. **Assignment.** This Agreement and all of the rights, obligations and responsibilities hereunder, shall not be assignable without the prior written notice of such assignment to the other Party to this Agreement.

16. **Indemnity.** The CONTRACTOR shall protect, defend, indemnify, and hold harmless, the COUNTY, its officers, commissioners, council members, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable attorney's fee or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of the CONTRACTOR itself, its agents, employees, successors, or representatives in the performance of its obligations under this Agreement. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the COUNTY beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida and venue shall be in Lake County, Florida.

18. **Independent Contractor.** CONTRACTOR, and all its employees, agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

19. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, contractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

20. **Conflict of Interest.** CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

21. **Counterparts.** This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

22. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

AGREEMENT BETWEEN LAKE COUNTY AND GENTLE GOODBYES, AQUAMATION_2019

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: COUNTY through its Procurement Services Director who is authorized to sign, and CONTRACTOR, signing by and through its authorized representative.

CONTRACTOR

Gentle Goodbyes Pet Aquamation, Inc.

By: Janno Mumm.

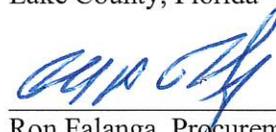
Printed Name: Janno Mumm

Title: DIRECTOR

This 6 day of DECEMBER, 2019.

COUNTY

Lake County, Florida



Ron Falanga, Procurement Services Director

This 9th day of December, 2019.

Approved as to form and legality:



Melanie Marsh, County Attorney

Attachment A



Janno Mumm, Director of Operations

Office: 352-432-9924

1504 Max Hooks Road, Suite B

Groveland, FL 34736

www.GentleAqua.com

What is Aquamation?

- ❖ Flameless cremation process that is water-based.
- ❖ No emissions of harmful greenhouse gases or mercury.
- ❖ 100% Eco-Friendly.
- ❖ 1/10 of the carbon footprint of flame-based cremation.
- ❖ 20-30% more ash remains returned to the family.



What We Do?

- ❖ Serve all of Orange and Lake County, Florida.
- ❖ Offer individual or communal aquamation services.
 - ❖ Individual Aquamation: Guarantee 100% of only the clients loved one back to them.
- ❖ Home or Veterinarian Pick Up.
 - ❖ No extra charge if pick up at the Veterinarian's offices.
 - ❖ We can provide pick up five (5) days a week Monday through Friday for Lake County Animal Shelter at no additional charge.



What We Cost?

❖ Communal Aquamation for Lake County Animal Shelter:

- ❖ Flat Fee: \$13
- ❖ No ashes will be returned.

❖ Costs For Individual Aquamation:

- ❖ Small Pet: 0-20 pounds, \$70
 - ❖ Medium Pet: 21-65 pounds, \$109
 - ❖ Large Pet: 66-110 pounds, \$149
 - ❖ Extra Large Pet: 111-225 pounds, \$200
 - ❖ Above prices do not include urn.
- ❖ Billing can be done on the 1st of every month
- ❖ Flexible billing cycle is available if needed.



* Prices as of April 2019