

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Amend contract with Pet Angel Memorial Center to extend animal cremation services for one (1) year. (Staff recommends approval).

REQUESTED ACTION: Approve renewal with Pet Angel World Services

Work Session (Report Only) **DATE OF MEETING:** April 13, 2010
 Regular Meeting Special Meeting

CONTRACT: N/A

Vendor/Entity: Pet Angel Memorial Center

Effective Date: May 1, 2010
Managing Division / Dept:

Termination Date: April 30, 2011
Community Services/Animal Control Services

BUDGET IMPACT: ~ \$17,500.00

Annual **FUNDING SOURCE:** General Fund

Capital **EXPENDITURE ACCOUNT:** 001-200-562-3400

N/A

HISTORY/FACTS/ISSUES:

Pet Angel Memorial Center is currently under contract with Sumter County for crematory services at Animal Control Services.

The contract was originally executed on April 28, 2009 for one year with a provision to renew the contract with consent of the vendor, under the same terms and conditions for two additional one year terms.

Animal Control Services request the contract be renewed for the first additional one year term, for the purpose of crematory services. No other changes, including price, to the contract except the expiration date.

APPROVED

April 13, 2010

**FIRST AMENDMENT TO AGREEMENT
BETWEEN SUMTER COUNTY AND
PET ANGEL MEMORIAL CENTER**

WHEREAS, on April 28, 2009 Pet Angel Memorial Center ("contractor"), and the Board of County Commissioners of Sumter County, Florida, a subdivision of the State of Florida (the "Board"), entered into an agreement (the "Agreement"), in which the contractor agreed to provide cremation services to Animal Control Services for the benefit of Sumter County, and;

WHEREAS, the parties agreed to amend the Agreement to more accurately memorialize the intention of the parties with regard to the extension of services of the Agreement pursuant to item (5) five of the original contract.

THEREFORE, the parties hereto, being fully advised of the terms herein, and having been advised by legal counsel, do hereby agree to amend the Agreement by this writing and state the following:

1. That the "WHEREAS" recitals above are hereby acknowledged as true and accurate and are incorporated as if stated herein.
2. In accordance with item (5) five "term" this contract shall be extended for the period of one year.
3. The following contract provisions shall be revised;
Item #5 – The term of the contract will be one (1) year commencing May 1, 2009 and ending April 30, 2010, with provision for renewal. The County retains the right to renew this contract, for one (1) additional one (1) year term. Either party may cancel the contract upon 30 days written notice. The First Amendment term will commence on May 1, 2010 and end on April 30, 2011.
4. Any provisions of the original Agreement not replaced or contradicted by this Amendment remains in full force and effect. In the event of any conflict between the terms of the Amendment and the original Agreement, the terms of this Amendment shall prevail.

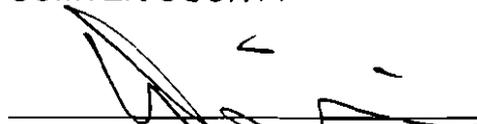
Dated this day of April 13, 2010

PET ANGEL MEMORIAL CENTER



By: Sharon Martinache, Regional Director

SUMTER COUNTY



Doug Gilpin, Chairman
Board of County Commissioners

APR 13 2010

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 28th day of April, 2009, between SUMTER COUNTY, FLORIDA, 910 N. Main St., Ste. 201, Bushnell, FL 33513 (County) and Pet Angel Memorial Center, 6225 72nd Ave. N., Pinellas Park, FL 33781 (Contractor).

WHEREAS, the Contractor is in the Cremation business and is capable of providing all services as called for in Exhibit "A" attached, and

NOW THEREFORE, the parties agree as follows:

1. County does hereby contract with the Contractor to provide cremation services to Sumter County. The parties accept the above recitals as true and correct, and incorporate them as if stated herein.
2. County shall pay to the Contractor a fee of \$7.50 per animal. Combined litter of up to ten (10) lbs. will be counted as one animal. The parties agree to re-negotiate the fee in the event of fuel cost changes. Absent successful negotiation, either party may cancel this agreement upon 30 days written notice.
3. Contractor shall submit a statement at the beginning of each month for the previous month's services with a copy of the pick up log as verified by County personnel setting forth the number of animals picked up. Statements shall be paid on a monthly basis upon submission of statements to the County and all payments are due and payable pursuant to the provisions of Chapter 218 Florida Statutes.
4. Duties of Contractor. The Contractor's duties in connection with the project herein are as follows:
 - a. Responsibility for the supervision of services. The Contractor shall be solely responsible for all services under this contract, including the techniques, sequences, procedures, and means, and for coordination of all services.
 - b. Furnishing of Labor, Materials, etc. The Contractor shall provide and pay for all labor, materials, and equipment, and all other facilities and services necessary for the proper completion of the services.
 - c. Compliance with Laws and Regulations. The Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of public authorities relating to the performance of the services herein.
 - d. Responsibility for negligence of Employees and Subcontractors. The Contractor agrees to assume full responsibility for acts, negligence, or omissions of all his employees in providing the services.
5. The term of the contract will be one (1) year commencing May 1, 2009 and ending April 30, 2010, with provision for renewal. The County retains the right to renew this contract, for two (2) additional one (1) year terms. Either party may cancel the contract upon 30 days written notice.

6. Time of Essence: Extension of Time. All times stated herein or in the contract documents are of the essence hereof, except the completion date.
7. All Services provided by Contractor shall be performed in a good and workmanlike fashion in compliance with industry standards.
8. The Contractor shall maintain with the County proper licensing. The Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the following insurance coverage's, limits, and endorsements described herein. The requirements contained herein, as well as the county's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the Contractor under this contract.

Worker's Compensation Insurance & Employers Liability The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

Commercial General Liability – The Contractor shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Board Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Certificate(s) of Insurance – The Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agree to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

Board of Sumter County Commissioners
Risk Management Department
Attn: Lita Hart
910 N. Main Street Ste. 217
Bushnell, FL 33513

Business Automobile Liability The Independent Contractor shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Independent Contractor does not own automobiles, the Independent Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

9. **Governing Law.** All questions, issues or disputes arising out of or under this Contract, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Contractor to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Contractor to be only in the Middle District of Florida and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Contract, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located only in Sumter County, Florida. Contractor waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Contractor hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.

General. The invalidity of any provision of this Contract or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. Contractor agrees to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Contract. Time shall be of the essence of this Contract. In this agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Contractor agrees this Contract is consummated and entered into in Sumter County, Florida.

Severability. Whenever possible each provision and term of this Contract will be interpreted in a manner to be effective and valid but if any provision or term of this Contract is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Contract.

Attorneys' Fees. If any action is commenced to construe or enforce this Contract or the rights and duties created hereunder, then the party prevailing in the action shall be entitled to recover its costs and fees in the action, the cost and fees incurred in any appeal thereof, and the costs and fees incurred in enforcing any judgment entered herein.

10. Contractor does hereby specifically promise and agree to "hold harmless" the County and the agents, servants, employees, officers and officials thereof from any liability or responsibility whatsoever in connection with the services to be provided hereunder.
11. Contractor shall not be construed to be the agent, servant or employee of the County or of any elected or appointed official thereof, for any purpose whatsoever, and further Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or in tort, as the agent, servant, or employee of the Board.
12. The Contract shall be binding upon the parties hereto, their successors and assigns
13. The Contract agreement shall not be assigned by Contractor without the express written consent of the Board of County Commissioners of Sumter County.
14. This Contract was executed the day and year first above written.



[Signature]
Deputy Clerk

[Signature]
Garry Breeden, Chairman

[Signature]
Witness:

[Signature]
By: Sharon Martinache, Regional Director
Pet Angel Memorial Center

PET ANGEL MEMORIAL CENTER CREMATION SERVICES CONTRACT

EXHIBIT "A"

As to Pet Angel Memorial Center:

- A. Pick up animal remains from County Animal Control at 819 CR 529, Lake Panasoffkee, FL and transport animal remains to Contractor's crematoria.
- B. Remains will be picked up not less than one time per week on an as needed basis and more often if mutually agreed.
- C. Verify count at pick up.

As to Sumter County Animal Control:

- A. Bag animal remains prior to pick up.
- B. Keep remains refrigerated until pick up.
- C. Remove any visible metal from animals.
- D. Verify count at pick up.
- E. Identify animals.

SOUTHERN-OWNERS INS. CO.

Page 2

55040 (11/87)
Issued 10-28-2008

AGENCY STAHL & ASSOCIATES INSURANCE I
12-0086-00 MKT TERR 052

Company POLICY NUMBER 072312-20702923-08
Bill

INSURED PET ANGEL WORLD SERVICES (FLORIDA)

Term 12-12-2008 to 12-12-2009

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE

General Aggregate	\$2,000,000
(Other Than Products-Completed Operations)	
Products-Completed Operations Aggregate	2,000,000
Personal Injury And Advertising Injury	1,000,000
Each Occurrence	1,000,000

Commercial General Liability Plus Endorsement 55091

Damage to Premises Rented to You	300,000	Any One Premises
(Fire, Lightning, Explosion, And Water Damage)		
Medical Payments	10,000	Any One Person
Hired Auto & Non-Owned Auto	1,000,000	Each Occurrence

Expanded Coverage Details See Form:

- Extended Watercraft
- Personal Injury Protection
- Broadened Supplementary Payments
- Broadened Knowledge Of Occurrence
- Additional Products-Completed Operations Aggregate

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55300.

AUDIT TYPE: Annual Audit

FORMS THAT APPLY TO THIS COVERAGE: 59350 (01-08) 55146 (06-04) CG2116 (11-85)
55336 (12-04) IL0021 (11-85) 55296 (07-05) 55300 (07-05) IL0017 (11-85)
55091 (08-05) 55376 (02-07)

LOCATION OF PREMISES YOU OWN, RENT OR OCCUPY

LOC 001 BLDG 001 6225 72Nd Ave # 6237
Pinellas Park, FL 33781-4149

TERRITORY: 004 COUNTY: Pinellas

Classification	Subline	Premium Basis	Rates	Premium
CODE 00501 Commercial General Liability Plus Endorsement Included At 7% Of The Premises Operation Premium	Prem/Op	Prem/Op Prem Inc	Inc	Inc
CODE 41696 Crematories Including Products And/Or Completed Operations (For-Profit)	Prem/Op	Gross Sales 189,000	Each 1000 3.753	\$709.00

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

This Coverage Part consists of this Declarations Form, the Common Policy Conditions, the Commercial Property Conditions, the Coverage Form(s) and the Endorsements indicated as applicable. (See "COMMON POLICY DECLARATIONS" for items 1 and 2)

POLICY NO. MF8715808

NAMED INSURED HANSON-LYONS PROPERTY, LLC

DESCRIPTION OF PREMISES			<input type="checkbox"/> "X" IF SUPPLEMENTAL DECLARATIONS ATTACHED
Prem. No.	Bldg. No.	Location, Construction, Year Built and Occupancy	
1	1	6225-6237 72ND AVE. N., PINELLAS PARK, PINELLAS CO., FL 33781 JOISTED MASONRY 1980 PET FUNERAL HOME	

COVERAGES PROVIDED - Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coinsurance*	Rates	Premium
1	1	BUILDING	\$1,000,000	SPECIAL	80%	1.020	\$10,200
1	1	BI/EE(I)	\$100,000	SPECIAL		1.020	\$1,020

*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

OPTIONAL COVERAGES - Applicable Only When Entries Are Made In The Schedule Below.

Prem. No.	Bldg. No.	Agreed Value		Amount	Replacement Cost (X)		
		Expiration Date	Coverage		Building	Personal Property	Including "Stock"
1	1				X		

Prem. No.	Bldg. No.	Inflation Guard (Percentage)		*Monthly Limit of Indemnity (Fraction)	*Maximum Period of Indemnity (X)	*Extended Period of Indemnity (Days)
		Building	Personal Property			
1	1			1/6		

*APPLIES TO BUSINESS INCOME ONLY

MORTGAGE HOLDERS

Prem. No.	Bldg. No.	Mortgage Holder Name and Mailing Address

DEDUCTIBLE \$2,500 PER OCC., SEE CP 0321	TOTAL PREMIUM FOR THIS COVERAGE PART	\$ 11,220
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FORMS / ENDORSEMENTS APPLICABLE (To All Coverages)
SEE FORM U001 - SCHEDULE OF FORMS AND ENDORSEMENTS

DCJ6565 (06/05)

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Insured

DATE ISSUED 01/08/09	JAXI4955	PREVIOUS NO. NEW
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THIS DECLARATION PAGE IS ATTACHED TO AND FORMS PART OF COVERNOTE PROVISIONS (FORM CN-1)

PREM.	NUMBER	JAXI4955																				
1	Name of Assured PET ANGEL WORLD SERVICES (FLORIDA), LLC 6225 72ND AVENUE NORTH PINELLAS PARK, FL 33781	NO FLAT CANCELLATION																				
2	EFFECTIVE FROM <input checked="" type="checkbox"/> 12:01 A.M. BOTH DAYS AT <input type="checkbox"/> 12:00 NOON STANDARD TIME	12/14/08 TO 12/14/09																				
3	Acting upon your instruction, we have effected the insurance with:	<table border="1"> <thead> <tr> <th>NAME OF INSURERS</th> <th>AMOUNT OR PERCENT</th> </tr> </thead> <tbody> <tr> <td>UNDERWRITERS AT LLOYD'S, LONDON</td> <td></td> </tr> <tr> <td>CONTRACT # PFDBA0800185</td> <td>50%</td> </tr> <tr> <td>CONTRACT # PFDBA0800187</td> <td>50%</td> </tr> </tbody> </table>	NAME OF INSURERS	AMOUNT OR PERCENT	UNDERWRITERS AT LLOYD'S, LONDON		CONTRACT # PFDBA0800185	50%	CONTRACT # PFDBA0800187	50%												
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4	<table border="1"> <thead> <tr> <th>AMOUNT</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>\$ 233,600.00</td> <td>TOTAL INSURED VALUE PER CP 1205</td> </tr> <tr> <td>\$ 2,570.00</td> <td>PROPERTY PREMIUM</td> </tr> <tr> <td>\$ 175.00</td> <td>INSPECTION FEE</td> </tr> <tr> <td>\$ 35.00</td> <td>ADMIN FEE</td> </tr> <tr> <td>\$ 27.80</td> <td>FL CAT FUND ASS</td> </tr> <tr> <td>\$ 139.00</td> <td>FL S/L TAX (5% RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER)</td> </tr> <tr> <td>\$ 2.78</td> <td>FL SVC FEE (.10%)</td> </tr> <tr> <td>\$ 4.00</td> <td>FL S/C</td> </tr> <tr> <td>\$ 2,953.58</td> <td>TOTAL POLICY PREMIUM</td> </tr> </tbody> </table>	AMOUNT	DESCRIPTION	\$ 233,600.00	TOTAL INSURED VALUE PER CP 1205	\$ 2,570.00	PROPERTY PREMIUM	\$ 175.00	INSPECTION FEE	\$ 35.00	ADMIN FEE	\$ 27.80	FL CAT FUND ASS	\$ 139.00	FL S/L TAX (5% RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER)	\$ 2.78	FL SVC FEE (.10%)	\$ 4.00	FL S/C	\$ 2,953.58	TOTAL POLICY PREMIUM	<p>SURPLUS LINES AGENT: Margaret Campbell SURPLUS LINES AGENT ADDRESS: 1811 Deerwood Park Blvd, Building 100 Suite 200, Jacksonville, FL 32256 PRODUCING AGENT NAME: R. Stead PRODUCING AGENT ADDRESS: 10000 Gail Road, Jacksonville, FL 32256</p> <p>THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.</p> <p>TOTAL PREMIUM: 2570 TAX: 139.00 SERVICE FEE: 2.78</p> <p>SURPLUS LINES AGENT'S COUNTERSIGNATURE: Margaret A Campbell</p>
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5	<p>AUDIT TOTAL CHARGED \$2,953.58</p> <p>SPECIAL CONDITIONS IL 00 17 (11/98), COLL CERT END, SLC-3, CP 12 05 (11/85)</p> <p>CP 0125 (06/95), LMA 9011 (12/07), LMA 5018 (09/05), LMA 5020 (09/05), LMA 5092 (12/07), NMA 2802 (12/97)</p>																					
6	<p>DEDUCTIBLE: PROPERTY - \$1,000 PER OCCURRENCE, EXCEPT 5% WIND/HAIL DED PER CP 0321</p>																					

In witness whereof this covernote has been signed at JACKSONVILLE, FL this 14TH day of DECEMBER 2008

GRESHAM & ASSOCIATES

By _____

