

CONTRACT NO.: OPD/240653

OCALA POLICE DEPARTMENT MOUNTED HORSE UNIT AGREEMENT

THIS MOUNTED POLICE HORSE UNIT AGREEMENT (hereinafter "Agreement") is entered into effective this 3rd day of July, 2024 (the "Effective Date"), by and between:

- City of Ocala, a municipal corporation ("City"); and
- OHAR-Open Hands Animal Rescue d/b/a Florida Mounted, a not-for-profit corporation ("Foundation").

WHEREAS:

- A. City, by and through the Ocala Police Department ("OPD"), desire to have a Mounted Police Unit as a resource for additional visibility in the downtown area and at special events.
- B. Foundation desires to provide and maintain horses for OPD's use as a Mounted Police Unit.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Services and Responsibilities of Foundation.

- a. General Services. Foundation agrees to: (1) provide at least two (2) horses fit for use by OPD in its Mounted Police Unit; (2) provide any additional horses as needed and agreed upon by Foundation and OPD; (3) make horses available to OPD for use in law enforcement related activities, public relations activities, and for any other purpose approved by OPD; and (4) provide and assume all costs associated with training of the horses in order to ensure a well-trained and safe Mounted Police Unit.
- b. Transportation of Horses. Foundation shall be responsible for the costs associated with the cost of owning and maintaining horse trailers necessary to transport the above referenced horses.
- c. Horse Equipment. Foundation shall be responsible for procuring, maintaining and replacing equipment necessary for the horses' participation in OPD's Mounted Police Unit including, but not limited to, tack, saddles, bridles, etc.

2. Use of the Horses.

- a. City agrees while the horses are not being utilized by OPD, Eddie Leedy shall have the right to utilize the horses for personal use. Eddie Leedy shall be the only person to ride the horses unless approved by OPD.
- b. The City, by and through the Chief of Police and only after consultation with Foundation, shall have final authority on the approval of all Mounted Police Unit riders.

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3. **Compensation.** City shall pay Foundation the sum of **One and no/100 Dollar (\$1.00)** as full and complete compensation for the Services provided under this Agreement.
 - a. City agrees to pay for any and all training of police officer riders in order to provide for a well-trained safe Mounted Police Unit.
4. **Contract Term and Renewals.** This Agreement shall become effective and commence on the Effective Date and continue for a term of **One (1) Year**. This Agreement may be renewed for successive one-year renewal periods upon written agreement between the City and Foundation.
5. **Termination.** Either party may terminate this agreement, for any reason, upon thirty (30) days' written notice to the other party. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
6. **Care and Maintenance of Horses.** Foundation shall assume the full cost and all other responsibilities related to the provision of full care and maintenance of the horses during the term of this Agreement in a manner consistent with best practices for the care of equines in the state of Florida including, but not limited to the provision of:
 - a. boarding facilities (stable, paddock, pasture, etc.);
 - b. quality feed, adequate water, and exercise;
 - c. farrier services and shoeing;
 - d. medical/veterinary care, worming, shots, teeth floating, chiropractic care, and various other related services.
7. **Risk of Loss.** During the time that the horses are in the custody of OPD, the City of Ocala shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the horses or any other cause of action, whatsoever, arising out of or being connected in any way with the use of said horses in OPD's mounted police unit, except in the event of negligence on the part of the City, its agents, and/or employees.
 - a. Foundation fully understands that the City shall not carry any insurance on the horses provided by Foundation for its Mounted Police Unit, or for any other purpose, whether public liability, accidental injury, theft, or equine mortality insurance, and that all risks connected with any reason for which the horses are in the possession of the City, its agents, and/or employees, are to be borne by Foundation.
 - b. Foundation shall assume the full cost and all other responsibility for the treatment of injuries sustained by horses during law enforcement activities including training, detail, events, competition, or other OPD approved functions.
8. **Inherent Risks and Equine Activity Liability.** City acknowledges there are inherent risks associated with equine activities, as described below, and hereby expressly assumes all risks associated with participating in such activities.
 - a. Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

- b. The term “inherent risks” shall include, but are not limited to, the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine’s reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; certain hazards such as surface and subsurface conditions; collisions with other equines or objects; and the potential of an individual who engages in an equine activity to act in a negligent manner that may contribute to injury to the individual or others, such as failing to maintain control over the animal or not acting within his or her ability.
 - c. To the extent that Foundation qualifies as an equine activity sponsor, an equine professional, or other eligible individual, corporation, or partnership eligible under section 773.02, Florida Statutes, Foundation shall not be liable for injury or death of a participant resulting from the inherent risks of equine activities and, except as provided in section 773.03, Florida Statutes, no participant nor any participant’s representative shall have any claim against or recover from Foundation for injury, loss, damage, or death of the participant resulting from any of the inherent risks of equine activities.
- 9. **Policies, Procedures and Directives of the Ocala Police Department.** Foundation agrees upon execution of this Agreement, it has read and understands all OPD policies, directives, and procedures and further agrees to comply with those policies, directive and procedures.
- 10. **Indemnification.** Each party shall indemnify and hold harmless the other party and its elected officials, if any, agents and employees from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission of such party, its agents or employees.
- 11. **No Waiver of Sovereign Immunity.** Foundation and the City of Ocala each agree to fully responsible for the acts and omissions of their own respective agents, employees, or invitees to the extent permitted by law, subject to the provisions of Section 768.28, Florida Statutes, where applicable. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, or of any defense available to the City of Ocala. Nothing herein shall be construed as consent by the City of Ocala to be sued by third parties.
- 12. **Insurance.**
 - a. General Liability Insurance. Foundation shall maintain during the entire Agreement term such general liability insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the services rendered under this Agreement with combined single limits of not less than \$1,000,000 per occurrence and with a \$2,000,000 aggregate. The City, a Florida municipal corporation, and its officials, employees, and volunteers, is 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 liabilities

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arising out of activities performed by or on behalf of Foundation. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

- b. Severability of Interest. Foundation shall arrange for its liability insurances to include, or be endorsed to include, a severability of interest/cross liability provision so that City (as Additional Insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
 - c. Deductibles. Foundation's deductibles or self-insured retentions shall be disclosed to City and may be disapproved by City if inconsistent with industry standards. Deductibles shall be reduced or eliminated at the option of City, if inconsistent with industry standards, upon recommendation of City's Risk Management Department. Foundation is responsible for paying the amount of any deductible or self-insured retention.
 - d. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Foundation. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Foundation's interests or liabilities but are merely the minimums. No insurance is provided by City under this agreement to cover Foundation or its Foundations/sub-Foundations.
 - e. Certificates. Foundation shall provide a Certificate of Insurance for each policy of insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Rating of at least A. Each certificate shall provide for at least **THIRTY (30) DAYS'** notice of cancellation to be given to City. Such Certificate shall be delivered to City of Ocala, Procurement and Contracting Department, 110 SE Watula Avenue, Third Floor, Ocala, FL 34471, E-Mail: vendors@ocalafl.gov.
 - f. Failure to Provide Insurance. In the event that Foundation shall fail to obtain or maintain any insurance coverage required to be obtained by Foundation under this Agreement, City may procure same from such insurance carriers as City may deem proper, irrespective that a lesser premium for such insurance coverage may have been obtained from another insurance carrier, and Foundation shall pay as additional rent, upon demand of City, any and all premiums, costs, charges and expenses incurred or expended by City in obtaining such insurance. Notwithstanding the foregoing, in the event City shall procure insurance coverage required of Foundation hereunder, City shall in no manner be liable to Foundation for any insufficiency or failure of coverage with regard to such insurance or any loss to Foundation occasioned thereby and, additionally, the procurement of such insurance.
 - g. Miscellaneous. Foundation shall be responsible for carrying such insurance as Foundation may desire to protect Foundation's own animals, equipment, contents, personal property, and other property, and business loss insurance.
13. **Non-Discriminatory Employment Practices.** During the performance of the contract, Foundation shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or

- veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
14. **Compliance With F.S. 287.135.** City may terminate Agreement immediately upon discovering that Foundation: (A) has been placed on the Scrutinized Companies that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Foundation falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.
 15. **Subcontractors.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Foundation or any other persons or organizations having a direct contract with Foundation, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Foundation or any other persons or organizations having a direct contract with Foundation, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Foundation, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
 16. **Emergencies.** In an emergency affecting the welfare and safety of life or property, Foundation, without special instruction or authorization from the Chief of Police, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Foundation shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Foundation's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
 17. **Independent Foundation Status.** Foundation acknowledges and agrees that under this Agreement, Foundation and any agent or employee of Foundation shall be deemed at all times to be an independent Foundation and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Foundation nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Foundation nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Foundation in its performance of its obligations under this Agreement.
 18. **Access to Facilities.** City shall provide Foundation with access to all City facilities as is reasonably necessary for Foundation to perform its obligations under this Agreement.

19. **Assignment.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
20. **Public Records.** The Foundation shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Foundation shall:
 - a. Keep and maintain public records required by the public agency to perform the service.
 - b. Upon request from the public agency's custodian of public records, provide the public agency 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.
 - 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 Foundation does not transfer the records to the public agency.
 - d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Foundation or keep and maintain public records required by the public agency to perform the service. If the Foundation transfers all public records to the public agency upon completion of the contract, the Foundation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Foundation keeps and maintains public records upon completion of the contract, the Foundation shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FOUNDATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE

CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

21. **Audit.** Foundation shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
22. **Publicity.** Foundation shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
23. **E-Verify.** Pursuant to section 448.095, Foundation shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Foundation shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Foundation certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Foundation understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Foundation may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Foundation shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
24. **Conflict of Interest.** Foundation is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Foundation shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Foundation's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
25. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
26. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
27. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received

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if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Foundation:	Florida Mounted Foundation Attention: Eddie Leedy 14940 NE 180 th Street Fort McCoy, FL 32134 Phone: 352.843.2566 E-mail: eddie1220@aol.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

28. **Attorney's Fees.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
29. **Jury Waiver.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A

TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

30. **Governing Law.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the state of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the state of Florida.
31. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
32. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
33. **Mutuality of Negotiation.** Foundation and City acknowledge that this Agreement is a result of negotiations between Foundation and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
34. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
35. **Rights of Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
36. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
37. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
38. **Electronic Signature(s).** Foundation, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains

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a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

39. **Entire Agreement.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
40. **Legal Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:**CITY OF OCALA**

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...
Angel B. Jacobs
City Clerk

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...
Peter Lee
City Manager

Approved as to form and legality:**FLORIDA MOUNTED FOUNDATION**

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
Signature

DocuSigned by:
Eddie Leedy
By: BC53BEC1EC5244D...
Signature

William E. Sexton
Printed Name

Florida Mounted Foundation
Printed Name of Signatory

City Attorney
Title

Commander Florida Mounted
Title of Signatory