

CONTRACT FOR SERVICES

Nassau Humane Society, Inc. d/b/a First Coast Humane Society

THIS CONTRACT, made and entered into this First day of May, 1999, between the FIRST COAST HUMANE SOCIETY, (hereinafter referred to as "FCHS" and the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA (hereinafter referred to as the "County").

WITNESS:

WHEREAS, the parties do agree that the purpose of this contract is to establish FCHS as the administrative and enforcement agency for any Nassau County Animal Control Ordinances and applicable Florida statutes pertaining to animals;

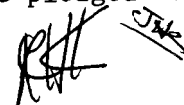
NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. The County will pay the annual sum of \$154,491.00 to be disbursed in monthly payments of \$12,874.25, in consideration of the services provided herein. The County also agrees to furnish gasoline in an amount not to exceed \$5,000 annually, to be distributed at County pumps to FCHS animal control vehicles during the contract period. Such annual amounts are based on a per capita division of costs among local governments which contract for FCHS service. Payments shall be made the beginning of each month.
2. Fines and fees collected by FCHS pursuant to this contract shall be retained by FCHS to assist in offsetting the cost of Animal Control. In the event that fines, impound fees and animal license fees collected by FCHS during the term of this Contract exceed the total budget established by FCHS in any fiscal year for animal control, FCHS shall pay to the County a portion of the excess collections based upon a per capita division among local governments that contract for FCHS services during each fiscal year.
3. FCHS shall not be responsible for the removal of dead animals on public property or public rights of way. Dead animals on private property may be picked up for a fee as determined by FCHS, after the fee has been paid by the owner of the animal or the owner of the property.
4. FCHS will enforce and provide licensing procedures for animals required to be licensed in accordance with County animal control ordinances and will provide the administrative support necessary for the issuing and reissuing of licenses.

5. FCCHS will enforce all applicable Nassau County ordinances and Florida statutes relating to animal control, including the following duties and responsibilities:
 - 5.1 Provide appropriately equipped, certified Animal Control Officers during the normal business hours of 8:00A.M. to 5:00P.M., Monday through Friday, to enforce the ordinance of Nassau County and Florida statutes. Operation will be via demand/response system which prioritizes incoming animal control demands for service from citizens, and dispatches calls to Animal Control Officers in the field. Officers will respond to citizen requests for assistance, and, when not actively engaged in answering dispatched service calls, will perform routine patrolling of the service areas.
 - 5.2 Issue citations against and/or impound animals determined to be in violation of applicable County ordinances or Florida statutes; manage the investigation and prosecution of cruelty, abuse, neglect and abandonment cases, including the designation and supervision of dogs classified pursuant to Florida's "Dangerous Dog" statute.
 - 5.3 Provide adequate food, shelter and emergency care as necessary for all impounded animals and for stray animals apprehended in the field or surrendered at the FCCHS shelter until placed via adoption or otherwise humanely destroyed according to law.
 - 5.4 Maintain suitable office hours at the FCCHS animal shelter for the purpose of transacting business in connection with the duties under this contract, including but not limited to, receiving stray or owner surrendered animals and handling transactions for the redemption of impounded and stray animals.
 - 5.5 House each impounded and stray animal for the period of time specified by applicable County ordinance or Florida statutes and quarantine bite cases pursuant to a cooperative agreement with the County Health Department.
 - 5.6 An Animal Control Officer will remain on-call after hours to respond to emergencies involving injured animals; vicious animals that have bitten or inflicted injury on a person or other animal; cruelty cases; and other situations reasonably considered to constitute a physical threat to humans or animals.
6. FCCHS will maintain accurate and detailed records of all stray, impounded or owner released animals coming into its custody including dispositions; records of all bite cases and report of investigations; and detailed financial records of all fines, impound fees and animal licensing income collected. These records shall be open for inspection during normal business hours to persons designated by the County to review them. In addition, FCCHS shall provide to the County a quarterly animal control activity summary.
7. FCCHS will initiate and maintain a program of public education concerning

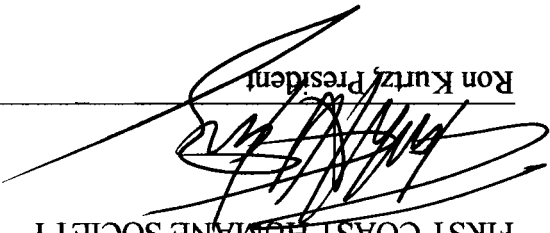
animal licensing requirements; animal related laws; and promoting responsible pet ownership.

8. FCCHS will assist any County-designated agency on special tasks, such as responding to dog packs, emergency management, and other animal-related situations. Requirements for such assistance will be communicated by the County to FCCHS in advance, either in writing or verbally, to permit rescheduling of work assignments.
9. As a matter of convenience to private citizens, FCCHS may provide pet euthanasia service and disposal of remains, for a reasonable fee determined by FCCHS.
10. FCCHS shall lease and maintain physical possession and control of the County's Animal shelter located at 2798 East State Road 200 in Yulee, Florida, together with all equipment, appliances, furniture, vehicles and machinery appurtenant thereto at a rate of one (1) dollar per year for a period of (99) years. FCCHS will be responsible for grounds and cosmetic maintenance, and minor repairs with the County providing major repairs such as plumbing and electrical. Such repairs completed in a timely fashion.
11. FCCHS will maintain liability and premises insurance, naming the County as Co-Insured, in amounts acceptable to the County Coordinator.
12. FCCHS will, at all times, adhere to the requirements and policies as required by the American Disabilities Act.
13. It is understood FCCHS will be permitted to make capital improvements they desire; including renovations, structural construction and additions. Such improvements will be approved by a County representative to ensure compliance with the American Disabilities Act.
14. This agreement may be terminated by either party upon written notice to the other prior to April 01, with an effective date of October 01 of the same year for the other party's failure to perform any of the duties and responsibilities as outlined in this agreement.
15. It is understood that should this contract terminate, FCCHS will return all of the County's inventory back to Nassau County with reasonable wear, tear and depreciation expected.
16. The Board of County Commissioners hereby covenants to budget and appropriate from legally available funds. The parties hereby understand and agree that no ad valorem taxes are pledged to secure this agreement.

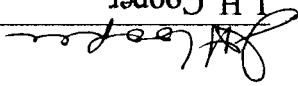
Handwritten signatures, including one that appears to be 'JMK'.

IN WITNESS WHEREOF, the parties have hereunto executed this contract this 13th day of April, 1999.

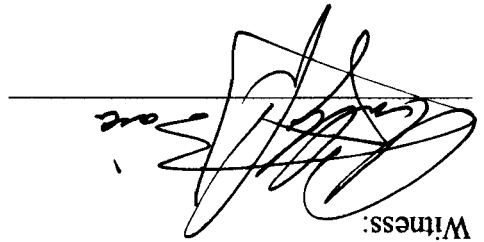
FIRST COAST HUMANE SOCIETY


Ron Kurtz, President

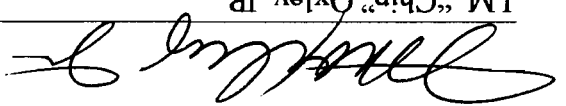
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


J. H. Cooper
Its: Chairman

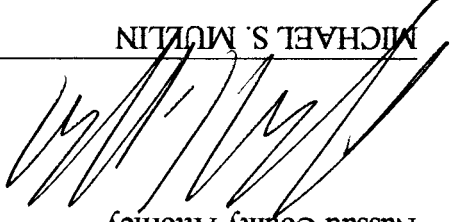
Witness:



ATTEST:


J.M. "Chip" Oxley, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN



RECEIVED
3/24/99

First Coast Humane Society, Inc.

995 Piper Lane • Fernandina Beach, Florida 32034 • (904) 261-0223

March 24, 1999

Walt Gossett, County Coordinator
Nassau County, Florida
3163 Bailey Road
Fernandina Beach, FL 32034

RE: Animal Control Services

Dear Mr. Gossett:

First of all, let me thank you for recognizing this organization as a viable Animal Control Agency and for offering us the opportunity to provide our quality services to Nassau County. Aside from animal control services, we would endeavor to establish the Animal Care and Control Center as a full service community animal shelter; much like we have done in Fernandina Beach.

What we would bring to Nassau County is a very progressive and professional Animal Control Service focused on public safety and enforcement. I have a very strong background in Animal Control and have developed a service I believe is second to none. Mr. Gossett, you and the county commissioners could expect immediate results. Additionally, we bring all of our established community programs including adoption, spay/neuter, pet therapy, volunteers, community service and wonderful education programs. We are, of course, currently providing all of these programs throughout Nassau County. However, it is my hope that the more "central" and visible location of the County Shelter will enable us to get these programs to even more residents. I see a huge need for these programs in Nassau County and we can fill that need.

I believe this is a wonderful opportunity for us and Nassau County to bring animal care and control up to the next level of service.


After reviewing the contract, I noticed some of the terms discussed at our meeting on Monday, March 22 were not included. I have taken the liberty of revising the contract to include those terms discussed including building maintenance, absorption of inventory and a long term lease on the property and building. I have enclosed a copy for your convenience and perusal.

-page one-

Mr. Walt Gossett
page 2

In closing, thank you again for this opportunity. I believe this will be a very positive transition that will benefit all (including the animals). It is a good thing. Please let me know how I can be of assistance to you on this matter. With kind regards, I am;

Respectfully yours,



Terry E. Marques
Executive Director

lej/TEM

enclosure: 01

Have a great day!

We are very excited about this opportunity to provide Nassau County with quality service. Please be aware, I will be available to you and/or the Board of County Commissioners at the meeting tonight should you have any questions.

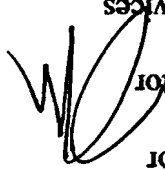
Attached please find two (2) original copies of the referenced contract. They are both already signed by my President, Ron Kurtz. Please feel free to give me a call should you have any questions or concerns.

MEMORANDUM

RE: Contract for Animal Control Services

FROM: Terry Marques, Executive Director

ATTN: Walt Gossett, County Coordinator



April 12, 1999

First Coast Humane Society, Inc.
995 Piper Lane • Fernandina Beach, Florida 32034 • (904) 261-0223



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