

A G R E E M E N T

THIS AGREEMENT entered into this 6th day of ~~August~~ ^{December}, 2004, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the **State of Florida**, hereinafter referred to as the "County", and the **TOWN OF CALLAHAN**, hereafter referred to as the "Town".

WHEREAS, the parties agree that the County will provide animal control services to the Town pursuant to the County's and the Town's Animal Control Ordinances, as well as Florida Statutes that deal with animal control.

NOW, THEREFORE, FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00) and other mutually agreeable consideration, the parties agree as follows:

1. The Town will pay the annual sum of \$6,000.00, to be paid in equal monthly payment of \$500.00 as and for consideration of the services to be provided by the County. Said payments shall be made on the first day of each month. Said amounts shall be subject to review and may be increased at the time of renewal of this Agreement.

2. This Agreement shall be effective for a period of one (1) year and may be renewed for subsequent one (1) year periods with renewal amounts to be negotiated by the

Parties at least ninety (90) days prior to the renewal date.

3. The Town hereby issues the legal authority to the County to permit it to properly vest it with the authority to the qualified agents of the County. Such authority shall be limited to the enforcement of ordinances and Florida Statutes pertaining to animal control.

4. Fines and fees collected by the County shall be retained by the County to assist in offsetting the cost for said services.

5. The County shall not be responsible for the removal of dead animals.

6. The County will enforce and provide licensing procedures for animal(s) required to be licensed in accordance with the Nassau County Animal Control Ordinance as well as Florida Statutes.

7. The County will enforce all applicable Ordinances and Florida Statutes relating to animal control, including the following duties and responsibilities:

a. Patrols will be conducted at least five times per week within the Town limits, except during such times of emergency, including hurricanes, that routine patrols are not feasible. Reports of patrols and calls responded to within the service area will be available upon request. The County will provide professionally trained and equipped certified Animal Control officers during normal business hours, Monday through Friday, and "on-call" service for the balance of each week. Operation will be via

demand/response dispatch system, which prioritizes incoming animal control demands for service and dispatches called to Animal Control Officers in the field. Officers will routinely patrol the service areas.

b. Issue citations and/or impound animals determined to be in violation of Ordinances or Florida Statutes, investigate and prosecute cruelty, abuse, bite, neglect, abandonment, and dangerous dog cases.

c. Provide food, water, and shelter and emergency medical care as needed for animals under the County's care.

8. The County will maintain a program of public education covering licensing, animal related laws, and promoting responsible pet ownership.

9. This Agreement may be terminated by either party upon written notice, sent via certified mail, sixty (60) days prior to the renewal date of this Agreement.

10. Neither the County nor the Town shall assign this Agreement without the prior written consent of the other party.

11. The County shall hold the Town harmless from any and all liability for its acts in performance of this Agreement.

12. The County shall provide monthly reports to the Town.

13. Notices as to this Agreement shall be as follows:

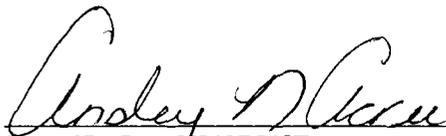
County:
Michael Mahaney
County Administrator
Post Office Box 1010
Fernandina Beach, FL 32035-1010

Town:
Cleo Horne, Town Clerk
Post Office Box 5016
Callahan, FL 32011

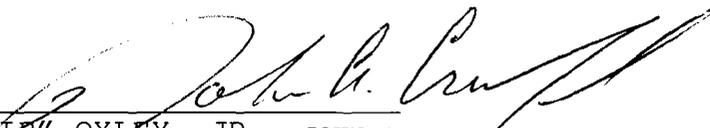
14. This is the entire Agreement. Any amendments to this Agreement shall be made in writing and agreed to by both parties.

15. Time is of the essence.

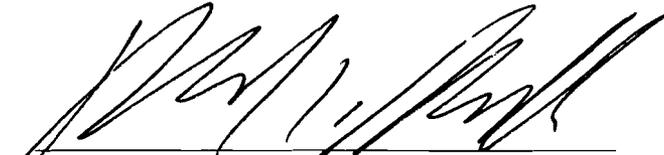
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


~~FLOYD L. VANZANT~~ ANSLEY ACREE
Its: Chairman
Date: 1-12-05

ATTEST:


~~J. M. "CHIP" OXLEY, JR.~~ JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

TOWN OF CALLAHAN



SHIRLEY GRAHAM
Its: Mayor

ATTEST:



CLEO HORNE
Town Clerk

Approved as to form by the
Town Attorney



JEB T. BRANHAM

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1-12-05

01:48 Upon the request of the Director of Animal Care and Control, it was moved by Commissioner Marshall, seconded by Commissioner Higginbotham and unanimously carried to approve the contract for Animal Control services with the Town of Callahan. It was noted that any revenue generated was not identified in this year's budget.

Jeb T. Branham
Attorney & Counselor

Admitted in Florida & Georgia

December 6, 2004

Joyce Bradley
Nassau County Clerk's Office
76347 Veterans Way
Yulee, Florida 32097

Re: *Contract for Animal Control Services with Town of Callahan*

Dear Ms. Bradley:

Enclosed herewith is a revised animal control service contract. The Town has added language to the beginning of paragraph 7(a) regarding patrols in the Town and reports. Brenda Rothwell at Animal Control has agreed to this language. If you have any questions or concerns please do not hesitate to contact either me or Mayor Shirley Graham.

Sincerely,



Jeb T. Branham

cc: Mayor Shirley Graham

Enclosure
JTB/jtb