

AGREEMENT

THIS AGREEMENT made and entered into this 12th day of March, ~~2007~~²⁰⁰⁸, by and between the County of Nassau, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and the Spay Nassau Program, hereinafter referred to as SPAY NASSAU.

WITNESSETH

WHEREAS, it is in the best interest of the citizens of Nassau County that there be a Spay Nassau Program; and

WHEREAS, SPAY NASSAU provides sterilization services to the pets of low-income pet owners in Nassau County.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and in consideration of the sum of \$5,000.00, which shall be paid in quarterly installments, during the month of November, February, May and August, SPAY NASSAU does hereby agree to perform services that will benefit the residents of Nassau County. Appropriations necessary for the funding of this Agreement beyond 2008 shall be subject to the budget and appropriation by the Board of County Commissioners during the regular budget process. Said services to include but not be limited to the following:
 - a. Continuing the present level of sterilization services provided to the pets of low-income residents in Nassau County.
2. SPAY NASSAU shall make their financial records available to the Clerk of the Courts on behalf of the COUNTY for purposes of an audit, if requested by the COUNTY or the Clerk. The COUNTY shall require an audit of previous fiscal year's financial records to be performed by an independent accounting firm. The audit report must be presented to the COUNTY and accepted by the Clerk of Courts before the May distribution will be made.
3. All facilities, programs and services shall be compliant with the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA). Failure to provide facilities, programs, and services that are compliant with both the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA) shall be considered a breach of the contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this 12th day of March, 2007. **2008.**

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

Brenda K. Dinville

Marianne Marshall

~~JIM B. HIGGINBOTHAM~~ MARIANNE MARSHALL
Its: ~~Chairman~~ Chair

ATTEST as to Chairman's
Signature:

Karen Stuenkel

John A. Crawford
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Contract approved as to form:

David A. Hallman
DAVID A. HALLMAN
County Attorney

SPAY NASSAU PROGRAM

L.A. Leeb

Terri Tennille
Its: _____

AFFIDAVIT

I, Terr Tennille, certify that our programs and facilities are in compliance with the Federal Americans with Disabilities Act and the Florida Accessibility Code.

Terr A Tennille
SIGNATURE
TITLE: *Officer*

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 1st day of FEBRUARY, 2008 by TERRI TENNILLE, as OFFICER of the SPRY NASSAU, who is personally known to me or who has produced _____ as identification and who did take an oath.

Paula V. Peters

PAULA V. PETERS

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Paula V. Peters
Commission #DD610204
Expires: DEC. 14, 2010
BONDED THRU ATLANTIC BONDING CO., INC.