

A G R E E M E N T

THIS AGREEMENT entered into this 9th day of April, 2008, 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 **NASSAU COUNTY SHERIFF'S OFFICE**, a Constitutional Officer of the State of Florida and Nassau County, hereinafter referred to as "Sheriff".

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

1. This Agreement is for a term commencing on April 15, 2008 and terminating on September 30, 2008. This Agreement may be extended upon written agreement of both parties for additional one (1) year periods. The Agreement would thereafter be tied to the County's fiscal year of October 1st through September 30th. Said extension shall be addressed at least ninety (90) days prior to the end of the term of this Agreement or extended period.

2. The County reserves the right to automatically extend this contract on a month to month basis, for a maximum period not to exceed sixty (60) calendar days, in

order to provide Nassau County with continual service while a new contract is being evaluated. If this right is exercised, the County shall notify the Sheriff, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension.

3. The County will pay the annual sum of \$406,986.00 to the Sheriff to be disbursed in equal monthly payments of \$67,831.00 as and for consideration of the services provided herein for the period from April 15, 2008 to September 30, 2008. Payment shall be made at the beginning of each month. Thereafter, during each subsequent fiscal year the County will pay a minimum of ~~\$939,398.00~~ \$813,971.00 to the Sheriff, unless a lesser amount is requested by the Sheriff, to be disbursed in equal monthly payments of ~~\$78,283.17~~ \$67,831.00 as consideration for services provided herein. *mm T.S. DSH*

4. Impound Fees and Animal License Fees shall be collected by the Sheriff and remitted daily to the Board.

5. The Sheriff will enforce all applicable County Ordinances and Florida Statutes relating to animal control.

6. All records, reports, and documents relating to this Agreement shall be maintained by the Sheriff for a period of five (5) years following its termination. Such

records, reports, and documents shall be subject to review and audit by the County and/or its consultants or auditors at mutually convenient times.

7. The Sheriff shall provide animal control services within the municipal limits of the towns of Callahan and Hilliard consistent with the operative interlocal agreements between the Board of County Commissioners and those entities and shall include sufficient funding in his proposed budget to provide said services. The revenue from those agreements shall continue to be payable to the Board of County Commissioners.

8. The Sheriff shall provide by June 1, an operating budget, developed by Sheriff's staff and approved by the Sheriff, for the fiscal year beginning October 1, 2009.

9. The County shall be responsible for all repairs and maintenance of the County's Animal Control Shelter at 86078 License Road, Fernandina Beach, Florida. In addition, the County shall be responsible for the payment of all utility bills for the above referenced Animal Control Shelter.

10. The Sheriff shall maintain liability and premises insurance, naming the County as a co-insured, in amounts acceptable to the County.

11. The Sheriff shall, at all times, adhere to the requirements and policies as required by the Americans with Disabilities Act and the Florida Accessibility Code.

12. This Agreement may be terminated, without cause, by either party upon no less than sixty (60) calendar days notice, unless both parties mutually agree upon a lesser time. Notice shall be delivered by certified mail, return receipt requested. Notice shall be provided to:

a. The County: Edward L. Sealover, County Coordinator, 96160 Nassau Place, Yulee, FL 32097.

b. To the Sheriff: T. L. "Tommy" Seagraves, Jr., Nassau County Sheriff, Nassau County Sheriff's Office, 76001 Bobby Moore Circle, Yulee, Florida 32097-5400.

13. The parties agree that, should this Agreement be terminated, the Sheriff shall return all of the County's inventory to the County with reasonable wear, tear, and depreciation expected.

14. The County 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.

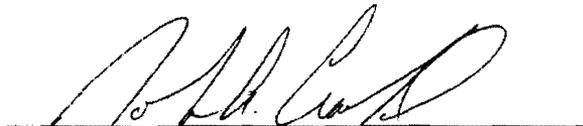
15. Any amendments or changes to this Agreement shall be made in writing and executed by both parties.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



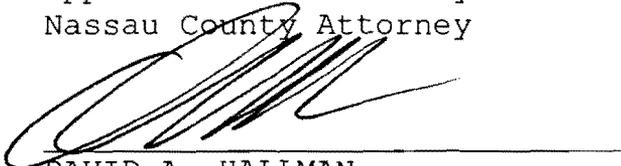
MARIANNE MARSHALL
Its: Chair

ATTEST as to Chair's Signature:



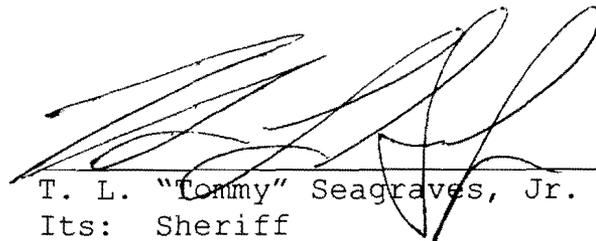
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

NASSAU COUNTY SHERIFF'S OFFICE



T. L. "Tommy" Seagraves, Jr.
Its: Sheriff