

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES
BETWEEN NASSAU COUNTY AND TOWN OF CALLAHAN

This Agreement entered into this 19th day of February, 2014, 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, hereinafter referred to as "Town".

WHEREAS, it is of benefit to all citizens of the Town and County that both governments cooperate to provide efficient and effective services; and

WHEREAS, pursuant to § 125.0101, Florida Statutes, the County may contract with a municipality for essential facilities and municipal services; and

WHEREAS, the Town and County recognize the importance of animal control services for the health, safety, and welfare of the Town and County; and

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

1. The Town will pay a monthly fee from October 1, 2013 – September 30, 2014 of \$875.00. Said fee will be adjusted annually on October 1st by five percent (5%). See

following "Schedule"

- a. Fiscal Year 2013 - 2014 - $\$875.00 \times 12 \text{ months} = \$10,500.00$
 - b. Fiscal Year 2014 – 2015 - $\$918.75 \times 12 \text{ months} = \$11,025.00$
 - c. Fiscal Year 2015 – 2016 - $\$964.75 \times 12 \text{ months} = \$11,577.00$
2. This Agreement shall remain in effect from the date of execution of this Agreement until the end of the three (3) year period or either party provides a sixty (60) day termination for convenience written notice.
 3. The County Animal Control Office will invoice the Town monthly. The County Animal Control will, also, include a report that show animal control activities conducted, responses to calls, routine patrols, and dates of these actions in the Town during the previous month. Payment for invoice is due within forty-five (45) days from the date of the invoice.
 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 will enforce and provide licensing procedures for animal(s) required to be licensed in accordance with the Nassau Animal Control Ordinance as well as Florida Statutes.
 6. The County will enforce all applicable Ordinances and Florida Statutes relating to animal control, including the following duties and responsibilities:
 - a. 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 applicable

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.
7. The County will maintain a program of public education covering licensing, animal related laws, and promoting responsible pet ownership.
8. Neither the County nor the Town shall assign this Agreement without the prior written consent of the other party.
9. The County shall hold the Town harmless from any and all liability for the County's acts in the performance of this Agreement, except that nothing contained herein shall constitute a waiver of immunity or limitation of liability the City or County may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
10. Notices as to this Agreement shall be as follows:

County:

Ted Selby
County Manager
96235 Nassau Place, Suite 1
Yulee, FL 32097
904-491-7380 Fax: 904-321-5784
tselby@nassancountyfl.com

Town:

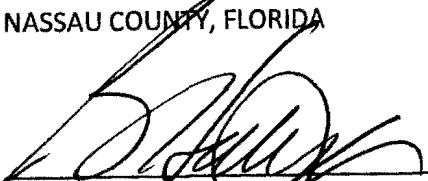
Michael Williams, Town Manager
Post Office Box 5016
Callahan, FL 32011
904-879-3801 Fax: 904-879-6151
pwd@townofcallahan-fl.gov

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

13. Time is of the essence.

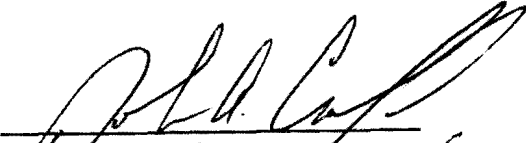
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



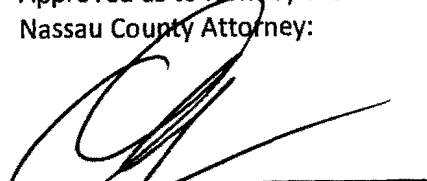
DANIEL B. LEEPER BARRY V. HOLLOWAY
Its: Chairman

Attest as to Chairman's signature:



John A. Crawford
Its: Ex-Officio Clerk
*MBS
02-19-14*

Approved as to form by the
Nassau County Attorney:



DAVID A. HALLMAN

(SIGNATURES CONTINUE ON THE NEXT PAGE)


TOWN OF CALLAHAN


SHIRLEY GRAHAM
Its: Mayor

ATTEST:


STEPHANIE KNAGGE
Town Clerk

Approved as to from by the
Town Attorney:


JEB BRANHAM