

Contract No. CM1656AGREEMENT

THIS AGREEMENT entered into this 8th day of September 2010, 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 \$7,618.00, to be paid in equal monthly payment of \$634.83 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 three years and may be renewed for subsequent one year periods with renewal amounts to be negotiated by the parties at least 90 days

3. The Town hereby issues the legal authority to the County and its qualified agents to enforce the Town's ordinances related to animal control, copies of which are attached and incorporated herein. Such authority shall be limited to the enforcement of these ordinances and Florida Statutes pertaining to animal control regulations and rabies 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. 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 for convenience by either party upon 60 days written notice.

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 that show animal control activities conducted in the Town during the previous month, including responses to calls, routine patrols, and dates of the activities.

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


County:
Ted Selby
County Manager
96135 Nassau Place, Suite 1
Yulee, Florida 32097

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

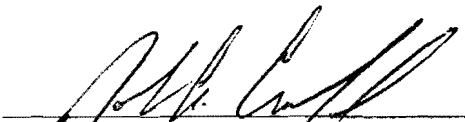
14. This is the entire Agreement. Any amendments to this Agreement shall be made in writing and agreed to by both parties.

15. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

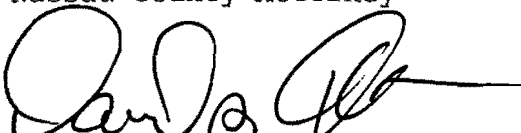

MICHAEL H. BOYLE
Its: Chairman

ATTEST:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

*ESK
10/25/10*

Approved as to form by the
Nassau County Attorney


DAVID HALLMAN

TOWN OF CALLAHAN

Shirley Graham
SHIRLEY GRAHAM
Its: Mayor

ATTEST:

Cleo Horne
CLEO HORNE
Town Clerk

Approved as to form by the
Town Attorney

JEB T. BRANHAM
JEB T. BRANHAM



Town of Callahan

Post Office Box 5016 • Callahan, Florida 32011

Chartered 1911

David Hallman, County Attorney
96135 Nassau Place, Suite 6
Yulee, FL 32097

October 18, 2010

Dear Mr. Hallman,

Enclosed you will find a corrected signed agreement for animal control between the Town of Callahan and Nassau County.

The appropriate officials have signed the agreement.

Please send an original copy of the agreement so I may have one for my files.

Yours truly,

Cleo W. Horne,
Town Clerk