

CS-22-052

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

This Agreement entered into this 28th day of November, 2022, 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, 2021 – September 30, 2022, of \$1,185.25 Said fee will be adjusted annually on October 1<sup>st</sup> by five percent (5%). See

following "Schedule"

- a. Fiscal Year 2022 - 2023 - \$1,244.50 x 12 months = \$14,934.00
- b. Fiscal Year 2023 - 2024 - \$1,306.75 x 12 months = \$15,681.00
- c. Fiscal Year 2024 - 2025 - \$1,372.00 x 12 months = \$16,464.00

This Agreement shall remain in effect for a (3) year period from October 1, 2022, and end on September 30, 2025, or until 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:

Taco Pope  
County Manager  
96235 Nassau Place, Suite 1  
Yulee, FL 32097  
904-530-6010  
[tpope@nassaucountyfl.com](mailto:tpope@nassaucountyfl.com)

Town:

Michael Williams, Town Manager  
Post Office Box 5016  
Callahan, FL 32011  
904-879-3801  
[pwd@townofcallahan-fl.gov](mailto:pwd@townofcallahan-fl.gov)

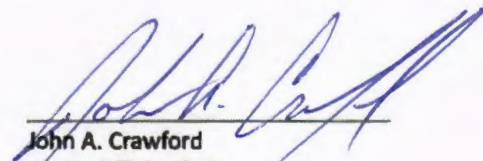
- 12. This is the entire Agreement. Any amendments to this Agreement shall be in writing and agreed to by both parties.
- 13. Time is of the essence.

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

  
 \_\_\_\_\_  
 Jeff Gray  
 Its: Chairman

Attest as to Chairman's signature:

  
 \_\_\_\_\_  
 John A. Crawford  
 Its: Ex-Officio Clerk

Approved as to from by the  
Nassau County Attorney:

Denise C. May 9/21/2022  
 \_\_\_\_\_  
 Denise May

(SIGNATURES CONTINUE ON THE NEXT PAGE)

TOWN OF CALLAHAN

Matthew Davis 10/24/2022

Matthew Davis  
Its: Mayor

ATTEST:

Shawna Gugliuzza 11/9/2022

Shawna Gugliuzza  
Town Clerk

Approved as to from by the  
Town Attorney:

Reba Abraham Pearce 11/14/2022

Reba Abraham Pearce

# BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.
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## GENERAL INFORMATION

Requesting Department: Animal Services  
Contact Person: Penny Burnsed  
Telephone: (904) 530-6155 Fax: ( ) Email: pburnsed@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: Town of Callahan  
Address: 542300 US Hwy 1 Callahan FL 32011  
City State Zip

Contractor's Administrator Name: Susan Mitchell Title: Office Assistant  
Telephone: 904-879-3801 Fax: ( ) Email: admin2@townofcallahan-fl.gov

### IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Matthew Davis, Mayor  
Authorized Signatory Email: Mayor@townofcallahan-fl.gov

## CONTRACT INFORMATION

Contract Name: Town of Callahan

Description: Town of Callahan agreement to pay to Animal Control Services provided  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: N/A  
APPROXIMATE IF NECESSARY

Source of Funds:  County  State  Federal  Other \_\_\_\_\_ Account: \_\_\_\_\_

Authorized Signatory: Jeff Gray, Chairman  
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 3 years Termination/Cancellation: \_\_\_\_\_

Status:  New  Renew  Amend#  WA/Task Order  Supplemental Agreement

How Procured:  Exemption  Sole Source  Single Source  ITB  RFP  RFQ  Coop  
 Piggyback  Quotes  Other \_\_\_\_\_

### If Processing an Amendment:

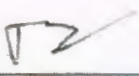
Contract #: \_\_\_\_\_ Increased Amount to Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amended Amount: \_\_\_\_\_

*Continued on next page*

<b>CHECKLIST</b>		
<i>Review/Complete before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Complete By</b>
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept LG Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept LG
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1. Timothy Maguire 9/16/2022  
Department Head/Contract Manager Date
2. \_\_\_\_\_  
Procurement Date
3. Chris Lacambra 9/16/2022  
Office of Mgmt & Budget Date
4. Denise C. May 9/21/2022  
County Attorney Date
5.  9/21/2022  
County Manager Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**