

RESOLUTION NO. 2005- 278

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AMENDED AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE ST. AUGUSTINE HUMANE SOCIETY, INC, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AMENDMENT, ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, St. Augustine Humane Society, Inc. (Humane Society), currently has an Agreement with St. Johns County, Florida (County), which is attached hereto, and incorporated herein; and

WHEREAS, Section 10 of the Agreement acknowledges that the Humane Society shall have the responsibility/obligation to provide shelter and feed for all stray canines and felines found within the unincorporated areas of the County that are delivered to the facilities of the Humane Society by County Animal Control Officers, other County employees, or the general public, so long as such stray canines and/or felines are lawfully delivered; and

WHEREAS, the County has added to their service area the incorporated areas of the City of St. Augustine and the City of St. Augustine Beach; and

WHEREAS, it is necessary to amend the Agreement to include the incorporated areas of the City of St. Augustine and the City of St. Augustine Beach to maintain services with the Humane Society; and

WHEREAS, the compensation to the Humane Society for services rendered will need to be amended for the additional animals delivered to the Humane Society within the incorporated areas of the City of St. Augustine and the City of St. Augustine Beach; and

WHEREAS, it is in the collective best interests of both the County, and the Humane Society, to have this Amendment executed by the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

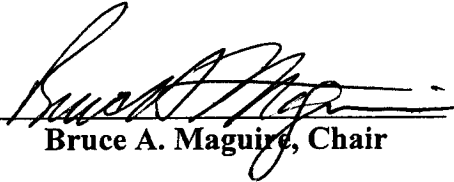
Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of an Amended Agreement between St. Johns County, Florida, and the St. Augustine Humane Society, Inc., and authorizes the County Administrator to execute the Amended Agreement on behalf of St. Johns County.

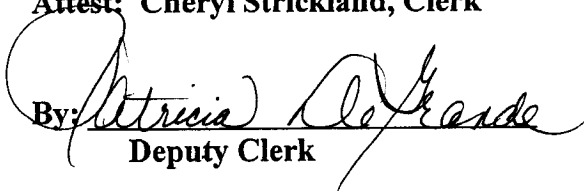
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of September, 2005.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By:

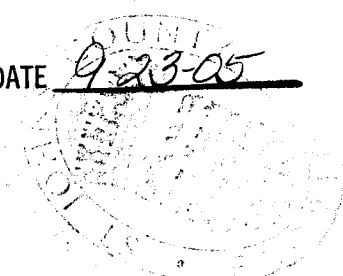

Bruce A. Maguire, Chair

Attest: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE

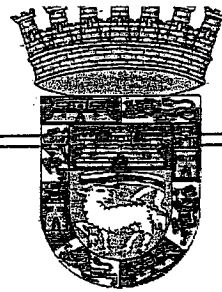
9-23-05



St. Johns County Board of County Commissioners

BEN W. ADAMS
County Administrator

P.O. BOX 349
ST. AUGUSTINE, FLORIDA
32085-0349



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September 15, 2005

President
St. Augustine Humane Society, Inc.
1665 Old Moultrie Road
St. Augustine FL 32086

Dear President:

RE: Agreement Amendment

Due to the recent changes in the service area of the St. Johns County Animal Control department, a agreement amendment is needed by October 1, 2005 in order to maintain services. The following amendments (proposed changes are highlighted in bold) are proposed to the currently effective agreement between St. Johns County, Florida (County) and the St. Augustine Humane Society, Inc. (Humane Society):

Section 10. Humane Society Responsibilities/Obligations

- a) provide shelter and feed for all stray canines and felines found within the unincorporated areas of the County, **as well as the incorporated areas of the City of St. Augustine and the City of St. Augustine Beach**, that are delivered to the facilities of the Humane Society by County Animal Control Officers, other County employees, or the general public so long as such stray canines and/or felines are lawfully delivered;

Section 12. Compensation

For the duration of this Agreement, the maximum annual amount available as compensation/re-imbursable expenses to the Humane Society is **three hundred sixty thousand dollars (\$360,000)**, unless the amount and the Agreement are amended in a manner that is set forth in this Agreement. It is strictly understood that the Humane Society is not entitled to the above-noted amount of compensation/re-imbursable expenses as a matter of right. Rather, the Humane Society's compensation/re-imbursable are based on the provision of approved services performed by the Humane Society.

Monthly, the Humane Society shall submit to the County an invoice for **thirty thousand dollars (\$30,000)**, which represents one-twelfth (1/12) of the maximum annual compensation of **three hundred sixty thousand dollars (\$360,000)**. Such invoice shall detail the services performed during the calendar month. It is specifically understood that in order for an invoice to be considered complete, it must also contain documentation on the number of stray or surrendered canines/dogs and felines/cats that have been delivered to the facilities of the Humane Society during the calendar month. If the Humane Society submits an incomplete and/or incorrect invoice, then the County will notify the Humane

Society within fifteen (15) days of submission of the incomplete/incorrect invoice by the Humane Society. The Humane Society will then have an additional fifteen (15) days, in which to submit a complete and/or correct invoice. If the Humane Society submits a complete and/or correct invoice in excess of thirty (30) days from the date that the original incomplete/incorrect invoice was submitted to the County by the Humane Society, then the County has seventy-five (75) days from the date of submission of the complete and/or correct invoice, in which to compensate and/or re-imburse the Humane Society for such approved services.

Except as noted, once the Humane Society submits a complete and correct invoice to the County, the County shall then have forty-five (45) days from the date of submission of the complete/correct invoice, in which to compensate and/or re-imburse the Humane Society for such approved services and/r expenses.

The County may modify this procedure at any time, upon ten (10) days advance notice, in order to accommodate the budgetary concerns and/or procedures of the County.

It is expressly noted that the County will compensate/re-imburse the Humane Society only from those non-ad valorem tax revenue sources of the County that are legally available at the time payment is due.

We appreciate your cooperation with the Board of County Commissioners in accomplishing the amendment process. Please feel free to contact us with any questions that you may have concerning these amendments.

The signatures below will constitute mutual agreement on these agreement amendments.

ST. JOHNS COUNTY by its
BOARD OF COUNTY COMMISSIONERS

By: County Administrator

ST. AUGUSTINE HUMANE SOCIETY, INC.

By: President

Cc: Director, St. Augustine Humane Society