

RESOLUTION NO. 2006- 311

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A SECOND 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, the St. Augustine Humane Society, Inc. (“Humane Society”), and St. Johns County, Florida (“County”), entered into a Contract (a copy of which is attached hereto, and incorporated herein), on 9-14, 2006, for the provision of certain services; and

WHEREAS, the Humane Society and the County entered into an Amendment of the Agreement, a copy of which is attached hereto, and incorporated herein; and

WHEREAS, the County has determined that a brief extension of the Contract is necessary, which will necessitate a Second Amendment of the Contract, a copy of which is attached hereto, and incorporated herein; and

WHEREAS, it is in the collective interests of both the County and the Humane Society, to enter it, and execute the brief extension of the above-referenced Contract.

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 the Second Amendment between St. Johns County, Florida, and the St. Augustine Humane Society, Inc., and authorizes the County Administrator to execute the Second Amendment on behalf of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of September, 2006.

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

By:

James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By:

Patricia DeGrade
Deputy Clerk



**AGREEMENT
BETWEEN ST. JOHN COUNTY, FLORIDA
AND THE ST. AUGUSTINE HUMANE SOCIETY, INC.**

THIS AGREEMENT (Agreement), is entered into between **St. Johns County, Florida (County)**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, and the **St. Augustine Humane Society, Inc. (Humane Society)**, a Florida not-for-profit corporation, whose address is 1665 Old Moultrie Road, St. Augustine, Florida 32086.

RECITALS

WHEREAS, both the **County**, and the **Humane Society**, share an interest in ensuring the humane treatment of animals located within the **County**; and

WHEREAS, the **Humane Society** operates a shelter for homeless animals, supports a spay/neuter program to help control the animal population, and educates the public regarding responsible pet ownership; and

WHEREAS, the **County**, and the **Humane Society** currently have an Agreement that addresses terms and conditions related to provision of care of certain animals located in the **County**; and

WHEREAS, it has become apparent that the current Agreement between the **County** and the **Humane Society** needs to be replaced with a new **Agreement** that more precisely addresses the terms and conditions related to the provision of care of certain animals located in the **County**; and

WHEREAS, this **Agreement** more precisely addresses the terms and conditions related to the care of certain animals located in the **County**; and

WHEREAS, the **Board of County Commissioners of St. Johns County, Florida (Board)** (on behalf of the **County**) has reviewed the duration, terms and provisions, rights and responsibilities of this **Agreement**, and determined that this **Agreement** serves a public purpose; and

WHEREAS, the **Board** has further determined that the mission of the **Humane Society** (above-noted) serves a public purpose.

NOW, THEREFORE, in consideration of mutual covenants and promises contained herein, it is agreed by, and between, the parties as follows:

Section 1. Effect of Recitals. The above recitals are incorporated into the body of this **Agreement**, and said Recitals are adopted as Findings of Fact.

Section 2. Severability. If any word, phrase, sentence, part, subsection, section, or other portion of this **Agreement**, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion or the proscribed application thereof shall be severable, and the remaining portions of this **Agreement**, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

Section 3. Revocation of Prior Agreements. This **Agreement** supercedes, and replaces the prior Agreement between the **County**, and the **Humane Society**, concerning the provision of care of certain animals located in the **County**. As such, the prior **Agreement** is deemed revoked, and/or terminated, and henceforth unenforceable.

Section 4. Governing Law and Venue. This **Agreement** shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this **Agreement** shall be in St. Johns County, Florida.

Section 5. Procedure for Achieving Assignment; Effect of Not Following Procedure. In light of the scope and rationale for this **Agreement**, neither the **County**, nor the **Humane Society**, may assign, transfer, and/or sell any of the rights noted in this **Agreement** without the express written approval of the other party. Should either the **County**, or the **Humane Society** assign, transfer, or sell any of the rights noted in this **Agreement** without such prior express approval of the other party, then such action on the part of either the **County**, or the **Humane Society**, shall result in the automatic termination of this **Agreement**, without further notice or action required on the part of the other party.

Section 6. Amendments to Agreement. Both the **County**, and the **Humane Society** acknowledge that this **Agreement** constitutes the complete agreement and understanding of both parties. Both the **County**, and the **Humane Society** acknowledge that any amendments to this **Agreement** shall be in writing, and shall be executed by duly authorized representatives of both the **County**, and the **Humane Society**.

Section 7. Term/Duration/Effective Date. The duration of this **Agreement** shall run from October 1, 2004, through September 30, 2005. Pursuant to written notification, the **County** may approve a one-year extension to this **Agreement**, under the same terms, conditions, and obligations, prior to October 1, 2005. Should this **Agreement** not be extended within the time frame noted in this Section, then this **Agreement** will terminate

on October 1 of the year not extended. Under such circumstance, neither the **County**, nor the **Humane Society** will have to provide any form of notification of termination/expiration to the other party.

Section 8. Termination of Agreement. This **Agreement** may be terminated with cause upon either the **County**, or the **Humane Society** giving at least thirty (30) days advance written notice to the other party of such notice of termination. Such written notification shall indicate the exact cause for termination, the exact date of termination, and shall result in termination of this **Agreement** if upon 30 days from such notice of termination the exact cause cannot be cured by the other party, so long as the date is at least thirty (30) days from the date of the notice of termination. Consistent with other provisions of this **Agreement**, the **Humane Society** will be compensated for any services and/or expenses that are authorized under this **Agreement**, and that are performed and/or accrued up to the date of the notice of termination. Thereafter, the **County** will only pay for services and/or expenses that are pre-approved by the **County Administrator**, or his/her designee.

Section 9. Public Purpose. The **Board** recognizes that by entering into this **Agreement** with the **Humane Society**, a public purpose is served, and the interests of both the **County**, and the **Humane Society** are served in the following ways:

- a) provide opportunities for the citizens of the **County** to have animals spayed/neutered at reduced rates, thereby reducing the number of unwanted animals in the **County**;
- b) increase ability to provide shelter for more animals, since the number of unwanted litters will be reduced;
- c) improve care for homeless, abandoned, and abused animals;
- d) improve health and safety of citizens of the **County** by reducing the number of diseased and dangerous animals roaming freely; and
- e) educate children and adults in the **County** on the proper way to provide for the humane treatment and care of pets.

Section 10. Humane Society Responsibilities/Obligations. Under this **Agreement**, the **Humane Society** shall have the following responsibilities/obligations:

- a) 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;
- b) maintain any animal so delivered at the facilities of the **Humane Society** in a lawful manner for not less than five (5) calendar days unless such animal is claimed by its owner, or unless such animal is deemed, and appropriately documented by the **Humane Society** to be sick, injured, or cannot be safely or humanely be maintained by the **Humane Society**;
- c) animals impounded at the request of either the **State** or **County** Health Department, for reasons of biting or scratching must be maintained at the

- d) **Humane Society** for ten (10) days, if such animal has no known owner, or if the owner releases custody of such animal to the **Humane Society**;
- e) for canines declared “dangerous” pursuant to Florida Statutes, or canines that have caused injury or death to human being, such canines shall be destroyed as provided under applicable Florida Statutes;
- f) maintain Standard Operating Procedures (including processing, and kennel cleaning protocol), as noted in attached and incorporated **Exhibit A**—such Standard Operating Procedures may be revised as needed and/or warranted—without prior review or approval from the **County**, but any revisions to the Standard Operating Procedures will be included as a **Exhibit** to this **Agreement**;
- g) results of animal testing for zoonotic diseases shall be shared with the **County’s** Animal Control Officers, in order to determine the proper disinfection techniques for the **County**;
- h) maintain the facilities of the **Humane Society** in a clean, disease-resistant condition;
- i) maintain a monthly count of all strays or surrendered canines and felines delivered to the facilities of the **Humane Society**.

Section 11. County Responsibilities/Obligations. Under this **Agreement**, the **County** shall have the following responsibilities/obligations:

- a) **County** Animal Control Officers who have possession and/or custody of animals, shall treat and care for such animals in a humane fashion prior to transferring possession or custody of such animals to the **Humane Society**;
- b) maintain any, and all, **County** vehicles that transport animals in a clean, and disease resistant condition;
- c) prevent intentionally transferring possession or custody of any animal that according to State or Federal law that must be quarantined or destroyed at the outset (dangerous canines/dogs, and canines/dogs that have caused injury and/or death are exempted from this responsibility/obligation, since the **Humane Society** will handle such animals pursuant to existing and applicable State law);
- d) timely payment of complete/correct invoices submitted by the **Humane Society**;
- e) adherence to State and/or Federal laws with respect to the transportation of animals;
- f) provide drop-off slips and other non-confidential, non-protected documentation that the **County** Animal Control normally produces.

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 twelve thousand dollars (\$312,000.00), 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 expenses 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 twenty-six thousand dollars (\$26,000.00), which represents one-twelfth (1/12) of the maximum annual compensation of three hundred twelve thousand dollars (\$312,000.00). 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.

Section 13. Procedure for Handling Complaints Received by County. In the event that the **County** receives complaints from the public regarding the **Humane Society**, the following steps will be taken:

- a) the complainant will be notified by the **County**, of the nature/degree of involvement by **County Animal Control**, and the **County** will provide the **Humane Society** with such information, as well; and
- b) the complaint will be documented and forwarded by the **County** to the **Humane Society**; and
- c) the **Humane Society**, and the **County** will work co-operatively to resolve the complaint; and

- d) the **Humane Society** will provide the complainant with a Resolution Letter within thirty (30) days of the complaint being received by the **County**; and
- e) if there is no resolution by the **Humane Society** within such above-noted time-frame, then a copy of the complaint shall be forwarded to the Board of Directors of the **Humane Society**, and the Board of County Commissioners of St. Johns County.

Section 14. Review of Records. As a condition of receiving any, or all of the amount noted in this **Agreement**, the **Humane Society** authorizes the **County** to examine, review, inspect, and/or audit the **Humane Society's** books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this **Agreement**. It is specifically noted that the **Humane Society** is under no duty to provide access to documentation, not related to this **Agreement** that are otherwise protected by **County, State, or Federal law**.

Section 15. Insurance. The **Humane Society** shall have, and maintain, for the duration of this **Agreement** (including any extensions to this **Agreement**) any, and all, insurance coverage (including automobile liability insurance if vehicles are used to provide services, workers' compensation, and professional liability insurance) that is required, in at least the minimum amounts required by the **County's** Risk Manager. **The Humane Society** shall have the **County** named as an additional insured. Failure to maintain any, and/or all required insurance shall result in the automatic termination of this **Agreement**, without the necessity of providing any further written notification of termination.

Section 16. Indemnification. To the extent permitted by law, the **Humane Society** shall indemnify and holds harmless the **County**, its officials, agents, servants, and employees from and against any, and all, claims, liabilities, losses, an/or causes of action which may arise from any negligent act or omission on the part of the **Humane Society**, to the extent that such negligent act or omission is connected with the services provided pursuant to this **Agreement**.

Section 17. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and materials, associated with this **Agreement** shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes).

Section 18. Periodic Conferences between County and Humane Society. At least one representative from the **County**, and one representative from the **Humane Society** shall conduct co-operative conferences at least once a month, in order to discuss any, and all, issues associated with the administration, and/or enforcement of this **Agreement**. The purpose of conducting a monthly conference is to provide an on-going dialogue between the **County**, and the **Humane Society**, so that the majority of perceived or actual issues associated with the administration, and/or enforcement of this **Agreement** may be resolved as early as possible. If there is no effective resolution of such a perceived of

actual issue, then a written report of the issue shall be forwarded to the Board of County Commissioners of St. Johns County.

Section 19. Notices. All notices, and other correspondence to the **County** shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32084

With A Copy To:

County Animal Control Officer
1425 Old Dixie Highway
St. Augustine, Florida 32084

All notices, and other correspondence to the **Humane Society** shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

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

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal on this day and year below written.

**Board of County Commissioners,
St. Johns County, Florida**

By: _____
Karen R. Stern, Chair

ATTEST:
Cheryl Strickland, Clerk of Court

By: _____

St. Augustine Humane Society, Inc.

By: _____
President

WITNESS:

By: _____

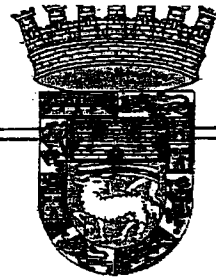
WITNESS:

By: _____

St. Johns County Board of County Commissioners

BEN W. ADAMS
County Administrator

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



PHONE: (904) 823-2509
FAX: (904) 823-2507
SUNCOM: 865-2509

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.

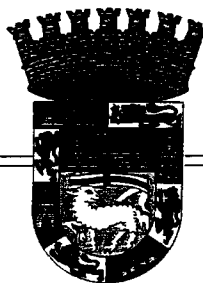
By: President

Cc: Director, St. Augustine Humane Society

St. Johns County Board of County Commissioners

BEN W. ADAMS, JR.
County Administrator

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



PHONE: (904) 209-0530
FAX: (904) 209-0531

September 15, 2006

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

Dear President:

RE: Agreement Amendment

In light of the fact that the County's Animal Control facility will not be ready by October 1, 2006, it will be necessary for the County to seek an extension of its Agreement with the St. Augustine Humane Society, Inc. for a brief period of time. The following amendments are proposed to the currently effective agreement between St. Johns County, Florida (County), and the St. Augustine Humane Society, Inc. (Humane Society):

Section 7. Term/Duration/Effective Date.

The duration of this Amendment shall run from October 1, 2006, through 11:59 pm on October 31, 2006. So long as seventy-two (72) hours advance written notice is given by the County, this Amendment, and by extension, the Agreement, may be extended on a month-to-month basis. Should this Amendment not be extended within the time frame noted in this Section, then this Amendment, and by extension, the Agreement, shall terminate at 12:01 am on the first day of the month not extended. Under such circumstances, neither the County, nor the Humane Society will have to provide any form of notification of termination/expiration to the other party.

Section 12. Compensation.

For each month that this Amendment is in effect, the maximum amount available as compensation/re-imbursable expenses to the Humane Society is thirty thousand dollars (\$30,000.00), unless the amount, **and** the Agreement are further amended in a manner that is set forth in the 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 expenses are based on the provision of services by the Humane Society, that are approved by the County.

For each month that this Amendment is in effect, the Humane Society shall submit to the County an invoice for up to thirty thousand dollars (\$30,000.00). 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 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 to 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 Human 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 reimburse 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 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/or 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.

The signatures below will constitute mutual agreement on the Agreement Amendments

ST. JOHNS COUNTY by its
BOARD OF COUNTY
COMMISSIONERS

By: _____
County Administrator

DATED: _____

ST. AUGUSTINE
HUMANE
SOCIETY, INC.

By: _____
President

DATED: _____