

AGREEMENT FOR ANIMAL CONTROL AND ANIMAL CARE SERVICES

THIS AGREEMENT FOR ANIMAL CONTROL AND ANIMAL CARE SERVICES is entered into this 10th day of February, 2022, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (herein "County"), and the **LAKE CITY-COLUMBIA COUNTY HUMANE SOCIETY, INC.**, a Florida nonprofit corporation, whose mailing address is 1392 NW Shelter Glen, Lake City, Florida 32055, (herein "Contractor").

RECITALS

WHEREAS, County desires to engage Contractor to perform animal control services for and on behalf of the County under the terms of this Agreement;

WHEREAS, Contractor is a humane society providing animal care and services, including adoptions, to lost and abandoned animals throughout Columbia County;

WHEREAS, Section 828.27, Florida Statutes, authorizes the County to enact ordinances relating to animal control or cruelty which include provisions for the employment or appointment of animal control officers;

WHEREAS, County has enacted Ordinances relating to the regulation and control of animals within the unincorporated area of Columbia County; and

WHEREAS, the Town of Fort White, Florida, has enacted Ordinances for the purposes of providing necessary regulation for the control of stray, nuisance, dangerous and rabid animals in order to protect the inhabitants of the town and their property from injury, inconvenience or bother, all in the interest of the public health, safety, and welfare of the inhabitants of the town.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, County and Contractor agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and accepted by the parties.
2. **Term.** The term of this contract shall be effective as of the date this contract is executed and shall continue until September 30, 2022, unless terminated. This contract may be terminated by either party with or without cause.
3. **Services Provided.**
 - a. **Animal Control Services.** Contractor shall provide reasonable animal control services for and on behalf of the County, including the unincorporated area of Columbia County and the Town of Fort White, during the term of this contract. All services shall be provided in accordance with and subject to Chapter 828, Florida Statutes, County's Code of Ordinances, and Town of Fort White Ordinance No. 176-2013, all as may be amended from time to time, and other applicable local, state and federal laws, regulations and rules. The Contractor agrees that animals shall only be held in its "Animal Control" population in accordance with paragraph 14 of the attached Exhibit "A", and thereafter if Contractor elects to keep the animal in its custody then the care of that animal shall be paid from

Animal Care Services funds.

- b. **Animal Care Services.** Contractor provides animal care services to lost and abandoned domestic animals throughout Columbia County. The County recognizes the public importance of making animal care services available to the people of Columbia County, and the Contractor agrees to continue providing this public service for the citizens of Columbia County as further performance of this Agreement. For purposes of this Agreement, Animal Care Services shall include providing for the adoption of lost or abandoned domestic animals; the provision of necessary veterinary care (including immunization and spay/neutering); housing and feeding all non-Animal Control animals in the custody of the Contractor; transporting animals in the non-Animal Control population in the custody of the Contractor; and providing salary and benefits to those employees of the Contractor charged with providing care to animals.
4. **Compensation.** For Contractor's performance of this Agreement County shall pay to Contractor:
- a. **Animal Control Services.** The County shall pay \$35,250.00 per month beginning with the month of February 2022 and ending with the month of September 2022 for provision of all Animal Control Services by the Contractor to the County. Animal Control Services are further described on Exhibit "A" attached hereto. In the event this contract is terminated, the monthly amount shall be prorated as of the effective date of termination. Contractor shall be responsible for all salaries, wages, costs, and expenses incurred by or through Contractor in the performance of its obligations herein described. Nothing herein shall prevent the Contractor from requesting additional upward adjustments as may be required by increases in operating costs, including but not limited to increases in minimum wages, energy costs, and insurance incurred by the Contractor in fulfillment of this Agreement.
 - b. **Animal Care Services.** The County shall pay \$100,000.00 to support Contractor's provision of Animal Care Services under this Agreement. Said amount shall be payable in installments as follows:
 - i. \$25,000 on or before March 1, 2022
 - ii. \$25,000 on or before May 1, 2022
 - iii. \$25,000 on or before July 1, 2022
 - iv. \$25,000 on or before September 1, 2022
5. **Independent Contractor.** The Contractor's relationship to the County shall be that of an independent contractor. Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state or local law to perform such services. All personnel of Contractor shall be properly trained and supervised in accordance with the requirements of Section 828.27, Florida Statutes, and other applicable local, state and federal laws, regulations and rules. Any person employed by Contractor as an animal control officer as defined by Section 828.27(1)(b), Florida Statutes, shall meet the training requirements and be certified as required by Section 828.27(4)(a), Florida Statutes.

It is the intent of the parties hereto that, for purposes of any defense of sovereign immunity, that the Contractor is acting as an agency or instrumentality of the County as defined in Fla. Stat. Sec. 768.28 for purposes of provision of Animal Control services within the jurisdictional limits of Columbia County, Florida, and, as such, shall be entitled to assert that defense to the same extent as the County. This provision shall not be construed as creating any indemnity obligations among or between the parties other than as provided herein.

6. **Subcontracting**. None of the services Contractor is required to provide the County under the terms of this contract may be subcontracted without the prior written consent of the County.
7. **Insurance**.
 - a. Contractor shall maintain during the term of this contract standard commercial liability insurance in an amount no less than One Million Dollars per occurrence to protect Contractor from claims for damages for bodily injury, including wrongful death, as well as for claims of property damages which may arise from any operations or services provided under this contract, whether such actions be by the Contractor or by anyone directly employed by or contracting with the Contractor.
 - b. Contractor shall maintain during the term of this contract comprehensive automobile liability insurance in an amount no less than One Million Dollars combined single limit for bodily injury and property damage liability to protect Contractor from claims for damages or bodily injury, including the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.
 - c. Contractor shall maintain during the term of this contract adequate workers' compensation insurance in at least such amounts as are required by the law for all its employees as required by and pursuant to Florida Statutes, Chapter 440.
 - d. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish certificates of insurance to the County prior to the commencement of operation. All insurance to be maintained by Contractor shall specifically include the County as an "additional insured" for the vicarious liability resulting from the conduct of the Contractor and others employed or utilized by the Contractor in the performance of the services. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this contract.
8. **Indemnification**. The Contractor shall defend, indemnify and hold harmless the County, its agents, employees, elected officers and representatives from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. This paragraph shall survive the termination of this contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. Notwithstanding anything else in this contract to the contrary, nothing in this contract shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the County.
9. **Nondiscrimination**. The Contractor agrees that it will not discriminate against any of its

employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all federal and state laws regarding nondiscrimination. Any violation of such provision shall constitute a material breach of this contract.

10. **Public Records.** Contractor understands that the public shall have access at all reasonable times to all documents and information pertaining to County contracts subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access to such public records in accordance with Section 119.0701, Florida Statutes. Failure by the Contractor to grant such public access shall be grounds for immediate cancellation of this contract by the County. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (386) 758-1326, PO BOX 1529, Lake City, FL 32056.
11. **Enforcement Fees and Costs.** If any legal action or other proceeding is brought for the enforcement of this contract, or because of alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees, court costs, and all reasonable expense even if not taxable by the Court as court costs (including, without limitation, all reasonable fees, costs and expenses incident to appeals), incurred in that action or proceeding in addition to any other relief by which such party or parties may be entitled.
12. **Controlling Law.** This contract is to be governed by the laws of the State of Florida and sole and exclusive venue for any legal action shall be the state courts of Columbia County, Florida. Each party waives its right to any other venue.
13. **Amendment.** This contract constitutes the entire agreement between the County and Contractor, and all negotiations and oral understandings between the parties are merged herein. This contract may be supplemented and/or amended only by a written document executed by both the County and Contractor.
14. **Non-assignability.** Neither party shall assign any rights or delegate any duties arising under this contract without prior written consent of the other party.
15. **Severability.** If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this contract or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.
16. **Miscellaneous.**
 - a. Annually and at Contractor's expense, Contractor shall provide County an auditor's compilation of its financial statements. This will include, but is not limited to, the Contractor's balance sheet and revenues and expenses. The compilation shall be prepared and submitted to the County no later than 120 days following December 31st of the year for which it is due. In addition, detailed financial statements segregating costs of animal control from the sheltering and other functions of the Contractor shall be provided on an annual basis.

- b. Contractor shall comply with the minimum standards of operation as shown on Exhibit "A" attached hereto.

IN WITNESS WHEREOF the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Ellen Snyder
Witness
Ellen Snyder
Print or type name
John Crews
Witness
John Crews
Print or type name

Approved as to Form and Legality:

[Signature]
Joel Foreman, County Attorney

COLUMBIA COUNTY, FLORIDA

By: [Signature]
Robby Hollingsworth, Chairman

ATTEST: [Signature]
P. DeWitt Cason, Clerk of Courts
James M. Swisher Jr.

Signed, sealed and delivered
in the presence of:

Ellen Snyder
Witness
Ellen Snyder
Print or type name
John Crews
Witness
John Crews
Print or type name

LAKE CITY HUMANE SOCIETY, INC.

By: [Signature]
Print: PRES Keith Williams
Title: PRES