

RESOLUTION NO 2024 – 093

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AMENDMENT TO THE ANIMAL CONTROL AND ANIMAL CARE SERVICES AGREEMENT FOR ANIMAL CONTROL AND CARE SERVICES WITH THE LAKE CITY – COLUMBIA COUNTY HUMANE SOCIETY, INC, A FLORIDA NOT FOR PROFIT CORPORATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AMENDMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") and the Lake City - Columbia County Humane Society, Inc. (the "Agency") are parties to that certain Animal Control and Animal Care Services Agreement dated September 19, 2022 (the "Original Agreement"); and

WHEREAS, the Original Agreement may be amended to adopt relevant and timely terms concerning, among other things, compensation; and

WHEREAS, the City and the Agency mutually desire to amend the terms of the Original Agreement to extend its term and to provide for new rates of compensation by the City to the Agency pursuant to that certain Amendment to the Animal Control and Animal Care Services Agreement ("Agreement") in the form of the Exhibit attached hereto (the "Amendment"); and

WHEREAS, approving the Amendment is in the public interest and in the interests of the City; now therefore

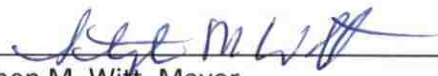
BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Approving the Amendment is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Amendment in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

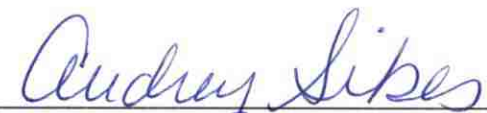
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Amendment; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this 3rd day of September, 2024.

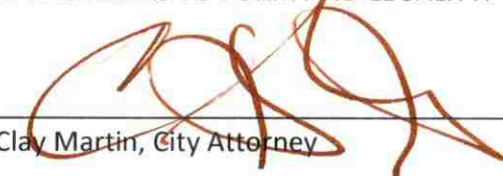
BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA


Stephen M. Wirt, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:


Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:


Clay Martin, City Attorney

**AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF LAKE CITY AND
LAKE CITY – COLUMBIA COUNTY HUMANE SOCIETY**

This Amendment to the Agreement for Animal Control and Animal Care Services (the "Agreement") is made by and between the City of Lake City, Florida (the "City"), 205 North Marion Avenue, Lake City, Florida 32055, and Lake City-Columbia County Humane Society, Inc. (the "Agency"), 1392 NW Shelter Glen, Lake City, Florida, 32055.

WHEREAS, the City and the Agency did enter into an Agreement on September 19, 2022 (the "Original Agreement") for the Agency to provide animal control and care services to the City; and

WHEREAS, the term of said Original Agreement does end on August 31, 2024; and

WHEREAS; the City and the Agency do desire to extend the Original Agreement for twenty-five (25) months, starting September 1, 2024 through September 30, 2026; and

WHEREAS, the Agency proposes that the City shall pay \$12,600.00 per month for Animal Control services beginning with the month of September 2024 and ending with the month of September 2026; and

WHEREAS, the Agency proposes that the City shall pay \$4,150.00 for Animal Care services beginning with the month of September 2024 and ending with the month of September 2026.

NOW, THEREFORE, for good and valuable consideration, the adequacy, mutual receipt, and exchange of which is acknowledged by the parties hereto, the City and the Agency do agree as follows:

1. The foregoing recitals are adopted as material terms of this Agreement as if fully set forth herein.
2. Paragraph two of the Original Agreement is amended to read as follows:

2. Term. The term of this contract shall be effective as of September 1, 2024 and shall continue for twenty-five (25) months until September 30, 2026 unless terminated as provided herein. This contract may be terminated by either party with or without cause.

3. Paragraph four of the Original Agreement is amended to read as follows:

4. Compensation. For Contractor's performance of this Agreement City shall pay to Contractor:

- a. **Animal Control Services.** The City shall pay \$12,600.00 per month beginning with the month of September 2024 and ending with the month of September 2026 for provision of all

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

Animal Control Services by the Contractor to the City. Animal Control Services are further described in 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 the Agreement.

b. **Animal Care Services.** The City shall pay \$4,150.00 per month beginning with the month of September 2024 and ending with the month of September 2026.

4. All other terms of the Agreement shall continue in full force and effect.
5. The effective date of this extension shall be the date this extension is last executed by a party hereto.

LAKE CITY – COLUMBIA COUNTY
HUMANE SOCIETY, INC:

BY THE MAYOR OF THE CITY OF LAKE
CITY, FLORIDA

By EXHIBIT-NOT FOR EXECUTION
Its _____
Date: _____

EXHIBIT-NOT FOR EXECUTION
Stephen M. Witt, Mayor
Date: _____

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

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LAKE CITY – COLUMBIA COUNTY
HUMANE SOCIETY, INC:

Signed by:
By Elizabeth Halloran
Its EH
Date: 9/6/2024

BY THE MAYOR OF THE CITY OF LAKE
CITY, FLORIDA

Stephen M. Witt
Stephen M. Witt, Mayor
Date: 9.3.24