

## **Board of County Commissioners Agenda Request**

**Date of Meeting:** January 5, 2016

**Date Submitted:** December 16, 2015

**To:** Honorable Chairperson and Members of the Board

**From:** Robert M. Presnell, County Administrator  
David Weiss, County Attorney

**Subject:** Approval of the Interlocal Agreement for Animal Control Services with the City of Quincy, and authorization of the Chairperson to execute the Agreement

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### **Statement of Issue:**

This agenda item seeks Board approval of the Interlocal Agreement for Animal Control Services with the City of Quincy, and authorization of the Chairperson to execute the Agreement.

### **Background:**

The County has historically provided animal control services to the City of Quincy pursuant to an interlocal agreement. The terms of the interlocal agreement for fiscal year 2014-15 were substantively similar to the terms of the attached interlocal agreement, which will expire on September 30, 2019 unless terminated earlier pursuant to the terms of the agreement.

### **Analysis:**

Staff has determined that County animal control personnel have the ability to provide animal control services to the City of Quincy without compromising the level of services provided to the County.

### **Fiscal Impact:**

The City of Quincy will pay the County the sum of \$35,120.00 per year during the term of the interlocal agreement. Payments will be made in four equal installments of \$8,780.00.

**Options:**

1. Approve the Interlocal Agreement for Animal Control Services between Gadsden County, Florida and the City of Quincy, Florida, and authorize the Chairperson to execute the Agreement.
2. Propose changes to the Interlocal Agreement for Animal Control Services between Gadsden County, Florida and the City of Quincy, Florida, and instruct the County Attorney to propose the Interlocal Agreement, with changes, to the City of Quincy Attorney.
3. Do not approve the Interlocal Agreement for Animal Control Services between Gadsden County, Florida and the City of Quincy, Florida.
4. Board Direction.

**County Administrator's Recommendation:**

Option 1.

**Attachments:**

1. Interlocal Agreement for Animal Control Services between Gadsden County, Florida and the City of Quincy, Florida.

**INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES  
BETWEEN GADSDEN COUNTY, FLORIDA  
AND THE CITY OF QUINCY, FLORIDA**

THIS INTERLOCAL AGREEMENT is made effective as of the 1st day of October, 2014, by and between Gadsden County, Florida, a political subdivision of the State of Florida, whose address is 9 B. East Jefferson Street, Quincy, Florida 32351 ("County") and the City of Quincy Florida, a municipal corporation created and existing under the laws of the State of Florida, whose address is 404 W. Jefferson Street, Quincy, Florida 32351 ("City").

**WITNESSETH:**

**WHEREAS**, the City and County have legal authority to perform general government services within their respective jurisdictions; and

**WHEREAS**, the City and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, the County has determined the need to establish an animal control program for the benefit of County residents to enforce the Animal Control Ordinances and the laws of the State of Florida; and

**WHEREAS**, the City has determined the need to establish an animal control program for the benefit of City residents to enforce the Animal Control Ordinances and the laws of the State of Florida;

**WHEREAS**, the City has requested the use of the County's animal control personnel to enforce the Animal Control Ordinances and the laws of the State of Florida; and

**WHEREAS**, the County has determined that County animal control personnel have the ability to provide animal control services to the City without compromising the level of services provided to the County; and has agreed to provide animal control services to the City on the following terms and conditions.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants, promises, obligations, and benefits set forth herein, the parties do hereby agree as follows:

**Section 1: Authority.**

This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.

**Section 2: Terms of Agreement.**

1. The County shall conduct animal control operations within the incorporated boundaries of the City, including pick-ups, stray animal control and nuisance abatement, rabies

control and bite investigations, animal cruelty investigations, and other animal control services in accordance with and pursuant to the County and City's animal control ordinances and applicable State Law. The County shall also provide 24 hour emergency response services relating to bona fide animal control emergencies, as determined by the County Administrator. The County shall have responsibility for lawful disposal of animals at no additional cost to the City. The County shall comply with all applicable statutes and ordinances relating to health and safety.

2. The County shall commit an unspecified number of hours per week to the provision of services to the City.
3. The City shall pay the County the sum of \$35,120.00 per year during the term of this Agreement. Payments shall be made in four equal installments of \$8,780.00, due on the first day of October, January, April, and July.

### **Section 3: General Provisions.**

1. Disputes. Any and all disputes, including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.
2. Compliance with Applicable Law. The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.
3. Effective Date. This Agreement shall be filed in the office of the Clerk of Court of Gadsden County and shall be effective as of October 1, 2014.
4. Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.
5. Expiration. This Agreement shall expire on September 30, 2019, unless terminated earlier as set forth herein or extended by written agreement of the parties.
6. Termination. Either party may terminate this Agreement without cause by providing 30 days' written notice of intent to terminate. If the City is in payment default for more than 30 days, the County shall cease all services under this Agreement, unless prior payment arrangements have been made and agreed upon. In the event of termination, the City shall pay all amounts due for services performed during the term of the Agreement.
7. Amendment. This Agreement shall not be amended or extended except in writing signed by both parties.
8. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions

herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

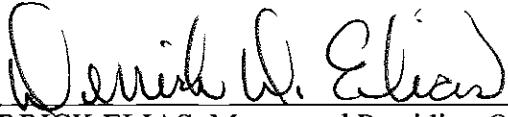
9. No Assignment. This Agreement is not assignable.
10. No Third Party Beneficiary. This Agreement is solely for the benefit of the County and the City, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.
11. Contractual Relationship. The relationship between the County and the City is such that the County shall be an independent contractor for all purposes. Neither the County nor any agent or employee thereof shall be an agent or employee of the City for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the City and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the City or any other person or entity.
12. County Employees. The County employees providing the services described herein shall be employees of the County and the County shall be responsible for the payment of wages and other compensation due to said persons in compliance with all applicable federal, state, and other payroll requirements. The County shall provide workers compensation, tax withholding, and other benefits as may be appropriate. County employees that provide services specified herein shall not be eligible to participate in any benefits or retirement plan of the City.
13. Indemnification; Hold Harmless. The City expressly recognizes and agrees that it is solely responsible for the enforcement of animal control within its jurisdiction, and the County shall have no liability or responsibility for any damages or injury that result from or are related to animals within its jurisdiction at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, the City shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from injury caused by or related to animals within its jurisdiction or allegedly resulting from the services provided by the County pursuant to this Agreement, except for liability, damages, losses or costs resulting from the reckless or intentional misconduct of County employees. The indemnity obligations of the City under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this

Agreement, the County and City do not intend to and in no way waive any sovereign immunity rights that they possess.

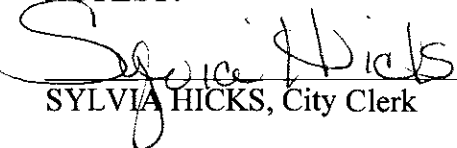
14. Records Retention and Inspection. The parties shall retain all records related to this Agreement as required by law. Records shall be subject to inspection, review, or audit at all reasonable times.
15. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be effective as of, though not necessarily executed on, the Effective Date.

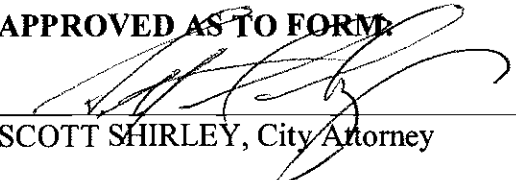
**CITY OF QUINCY, FLORIDA**

By:   
DERRICK ELIAS, Mayor and Presiding Officer  
Of the City Commission of the  
City of Quincy, Florida

**ATTEST:**

  
SYLVIA HICKS, City Clerk

**APPROVED AS TO FORM:**

  
SCOTT SHIRLEY, City Attorney

ATTEST:

**GADSDEN COUNTY, FLORIDA**

By: \_\_\_\_\_

NICHOLAS THOMAS, CLERK

By: \_\_\_\_\_

BRENDA HOLT

Chairperson, Gadsden County Board of County  
Commissioners

APPROVED AS TO FORM:

By: \_\_\_\_\_

DAVID J. WEISS

County Attorney