

**INTERLOCAL AGREEMENT FOR OPERATON OF TEMPORARY ANIMAL SHELTER**

**THIS INTERLOCAL AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **St. Lucie County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (referred to hereinafter as “County”), the **City of Fort Pierce**, a municipal corporation of the State of Florida, (referred to hereinafter as “Fort Pierce”), by and through its City Commission, and the **City of Port St. Lucie**, a municipal corporation of the State of Florida, (referred to hereinafter as “Port St. Lucie”) by and through its City Council.

**WITNESSETH:**

**WHEREAS**, Section 163.01, Fla. Stat. (2019), the “Florida Interlocal Cooperation Act of 1969,” provides that local governments, or public agencies, may cooperate by agreement with one another to provide services and facilities that will best meet the needs of local communities; and

**WHEREAS**, the above-named governmental entities are public agencies as that term is defined in Section 163.01(3)(a), Fla. Stat. (2019) (referred to hereinafter as the “party” or “parties”); and

**WHEREAS**, each party currently contracts separately with the Humane Society of St. Lucie County, Inc., dba Second Chance Animal Shelters, (referred to hereinafter as “Humane Society”) to provide certain animal services; and

**WHEREAS**, each party’s existing agreement with the Humane Society expires on September 30, 2019; and

**WHEREAS**, the parties desired to enter into one unified contract with the Humane Society for certain animal services; and

**WHEREAS**, negotiations between the parties and the Humane Society for a unified contract took place and the parties and the Humane Society were unable to reach agreeable terms; and

**WHEREAS**, each party received a letter from the Humane Society on July 18, 2019 advising them to seek sheltering services elsewhere by October 1, 2019; and

**WHEREAS**, the governing body of each party voted to not renew their respective contracts with the Humane Society and to instead obtain emergency animal services on a temporary basis until a formal contract for a permanent shelter can be established; and

**WHEREAS**, the parties have determined a joint animal shelter is the most efficient and effective means of offering such shelter services; and

**WHEREAS**, the parties acknowledge it is necessary to operate a temporary shelter; and

**WHEREAS**, the County has identified one of its buildings which is available for use as a temporary animal shelter, (referred to hereinafter as "Temporary Shelter"); and

**WHEREAS**, each party agrees to contribute to the cost of operating the Temporary Shelter; and

**WHEREAS**, the parties seek authority from their representative Boards to permit the agencies' County Administrator or City Managers to execute a temporary, emergency agreement, within the confines of the agencies' budgets, with a third-party vendor to provide emergency services at the Temporary Shelter, should the parties deem such an agreement is necessary.

**NOW, THEREFORE**, the parties hereby agree and covenant on the terms and conditions hereinafter stated:

1. **GENERAL.** This Agreement is entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal or written, between the parties hereto.

2. **TEMPORARY SHELTER.**

A. The Temporary Shelter shall provide shelter for domestic animals seized or otherwise taken into custody by each of the parties and the St. Lucie County Sheriff's Department. The parties acknowledge and agree that the County provides animal control services to St. Lucie Village pursuant to an Interlocal Agreement recorded at Official Records Book 4283, Page 515 of the public records of St. Lucie County, Florida, and this Agreement shall extend to shelter services for such animals.

B. The County shall be responsible for the operation of the Temporary Shelter beginning October 1, 2019 and extending through and including March 31, 2020, or until the execution of a contract with a third-party vendor for a permanent shelter is reopened for use by the parties or the term is extended or terminated as provided below in Paragraph 4, whichever first occurs. The County will provide staffing for the Temporary Shelter with County employees. The County Animal Safety Coordinator shall serve as manager of the Temporary Shelter. The County shall enter into a contract with a veterinarian(s) licensed in the State of Florida, to provide veterinary services to animals housed in the shelter. In addition, the County may, at its option, provide additional staffing through temporary employees, contracted labor, and/or St. Lucie County Jail trustees to provide supervised kennel and related services. The County shall also be responsible for the cost of materials, supplies, including veterinary supplies, and utilities for operation of the Temporary Shelter. In the alternative to operation of the Temporary Shelter by County staff, the County may enter into an emergency agreement with a third-party to operate the Temporary Shelter. The parties agree to develop a protocol for intake and final outcome procedures for animals delivered to the Temporary Shelter.

C. The parties acknowledge and agree that the County is paying the Humane Society a monthly amount of \$19,583.33 under its current contract and will expend this amount or more for the operation of the Temporary Shelter. Fort Pierce and Port St. Lucie shall contribute to the County's costs, or a third-party vendor's cost, in operating the Temporary Shelter through monthly payments to the County, or a third-party vendor, in the following amounts based upon

2019 payments for such shelter services provided by the Humane Society:

- (1) Fort Pierce - \$11,083.33
- (2) Port St. Lucie – \$12,708.33

Payment shall be due without invoice on or before the fifteenth day of each month during the term of the agreement. On or before February 1, 2020, the parties shall review the actual operating costs of the Temporary Shelter to determine whether an adjustment to the parties' contribution amounts is warranted.

D. Should the parties negotiate a contract with a third-party vendor, the following shall occur:

1. The St. Lucie County Board of County Commissioners delegates authority to the County Administrator to execute an emergency agreement, by October 1, 2019, for temporary, emergency animal services which shall be ratified by the Board of County Commissioners as soon thereafter as possible. The agreement with a third-party vendor shall not exceed the amount budgeted for animal services for fiscal year 2019 – 2020.
2. The Fort Pierce City Commission delegates authority to the City Manager to execute an emergency agreement, by October 1, 2019, for temporary, emergency animal services which shall be ratified by the City Commission as soon thereafter as possible. The agreement with a third-party vendor shall not exceed the amount budgeted for animal services for fiscal year 2019-2020.
3. The City of Port St. Lucie City Council delegates authority to the City Manager to execute an emergency agreement, by October 1, 2019, for temporary, emergency animal services which shall be ratified by the City Council as soon thereafter as possible. The agreement with a third-party vendor shall not exceed the amount budgeted for animal services for fiscal year 2019-2020.

E. On or before the 30<sup>th</sup> day of the month during the term of this Agreement, the County, or third-party vendor shall provide a monthly report to the other parties indicating the number and type of animals taken into the shelter, the disposition of the animals, the jurisdiction from which the animals were received, and the expenditures related to the operations of the Temporary Shelter during the previous month.

F. In recognition of the impact the operation of the Temporary Shelter by the County may have on the function of the County's Animal Safety Division, the other parties agree to designate staff, as available, to assist the County in the staffing of the Temporary Shelter and/or Animal Safety Division operations within the unincorporated areas of the County if requested. If an agreement is reached with a third-party vendor, the parties shall decide if staff from the three parties will be needed and available to assist the third-party vendor.

3. **AGENCY REPRESENTATIVE.** Each party shall designate a member of its staff to serve as the contact person for the purposes of this Agreement.

4. **TERM; TERMINATION.** This agreement shall be effective on the date it is recorded in the public records of St. Lucie County, Florida, and shall remain in effect through and including March 31, 2020, unless extended or terminated as herein provided. This agreement

may be extended or terminated upon the mutual agreement of the parties. An individual party may choose to opt out of this agreement upon providing a minimum of forty-five (45) days prior written notice delivered to the other parties.

5. **NOTICE.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

**If to County:**  
St. Lucie County Administrator  
2300 Virginia Avenue, Annex  
Fort Pierce, Florida 34982

**With copies to:**  
St. Lucie County Attorney  
2300 Virginia Avenue, Annex  
Fort Pierce, Florida 34982

**As to Fort Pierce:**

City Manager  
City of Fort Pierce  
100 N US 1  
Fort Pierce, FL 34950

**With a Copy to:**

City Attorney  
City of Fort Pierce  
100 N US 1  
Fort Pierce, FL 34950

**If to Port St. Lucie:**

City Manager  
City of Port St. Lucie  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

**With a copy to:**

City Attorney  
City of Port St. Lucie  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

6. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreement between the parties with respect hereto. This Agreement may only be amended by a written document, properly authorized, executed and delivered by the parties hereto. This Agreement shall be interpreted as a whole unit. All interpretations shall be governed by the laws of the State of Florida.

7. **LIABILITY.** The parties to this Agreement shall not be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party, or their respective officers, employees, servants or agents. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, Fla. Stat. (2019), or any other source of applicable governing law.

8. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

9. **AMENDMENTS.** No amendment, modification, or waiver of this Agreement or any part hereof, shall be valid or effective unless in writing and signed by all parties, and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other

conditions or subsequent breach whether of like or different nature.

10. **FURTHER DOCUMENTS.** Each of the parties hereto agrees that it will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purposes of this Agreement.

11. **SECTIONS-CAPTIONS.** Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

12. **FILING.** This Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

**IN WITNESS WHEREOF,** the parties have caused the execution by their duly authorized officials.

**ATTEST:**

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

\_\_\_\_\_  
**Deputy Clerk**

**BY:** \_\_\_\_\_  
**Chair**

**DATE:** \_\_\_\_\_

**APPROVED AS TO FORM AND  
CORRECTNESS:**

\_\_\_\_\_  
**County Attorney**

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**ATTEST:**

\_\_\_\_\_  
**Deputy Clerk**

**CITY OF FORT PIERCE**

**BY:** \_\_\_\_\_  
**Mayor**

**DATE:** \_\_\_\_\_

**APPROVED AS TO FORM AND  
CORRECTNESS:**

**BY:** \_\_\_\_\_  
**City Attorney**

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**ATTEST:**

\_\_\_\_\_  
**Deputy Clerk**

**CITY OF PORT ST. LUCIE**

**BY:** \_\_\_\_\_  
**Mayor**

**DATE:** \_\_\_\_\_

**APPROVED AS TO FORM AND  
CORRECTNESS:**

**BY:** \_\_\_\_\_  
**City Attorney**