

RESOLUTION NO. 2005-277

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY FLORIDA, AND THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, the City of St. Augustine Beach, Florida ("City") and St. Johns County, Florida ("County") desire to establish the mechanism whereby the **County** shall provide Animal Control Services within the **City**; and

WHEREAS, Section 828.27, Florida Statutes (2005) provides for local animal control or cruelty ordinances, and Chapter 828, Florida Statutes provides other sections related to animal control and protection; and

WHEREAS, Section 767.11, Florida Statutes (2005) et. seq., provides for dangerous dog regulation; and

WHEREAS, the **City** has requested assistance from the **County** for the purposes of animal control and related activities; and

WHEREAS, an Interlocal Agreement between the **County**, and the **City** would provide the means for the **County** assisting the **City** in administering and enforcing regulations pertaining to animal control and related activities; and

WHEREAS, the Interlocal Agreement ("Agreement") (attached and incorporated as Exhibit "A") between the County and City, sets forth the duration, terms and provisions, rights and responsibilities of both the **County**, and the **City**; and

WHEREAS, Section 163.02, Florida Statutes (2005) authorizes the **County**, and the **City** to enter into said **Agreement**.

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 an Agreement between St. Johns County, Florida, and the City of St. Augustine Beach, Florida, which provides a means for the **County** assisting the **City** in administering and enforcing regulations pertaining to animal control and related

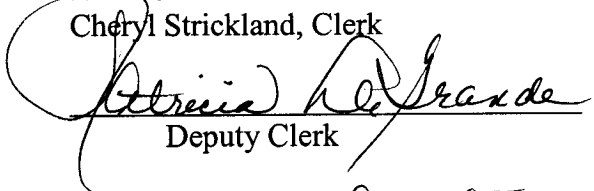
activities; and authorizing the County Administrator to execute the Agreement, substantially in the form of Exhibit "A" attached, on behalf of the **County**.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20 day of September, 2005.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

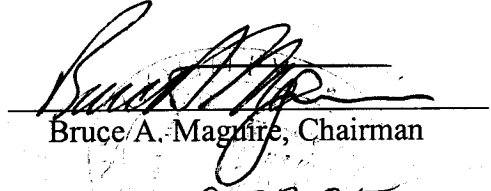
ATTEST:

Cheryl Strickland, Clerk


Deputy Clerk

Effective Date: 09-20-05

By:


Bruce A. Maguire, Chairman

Rendition Date: 09-23-05

**INTERLOCAL AGREEMENT
(Animal Control)**

THIS INTERLOCAL 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 **City of Saint Augustine Beach, Florida (City)**, a municipal corporation of the State of Florida, whose address is 2200 A1A South, St. Augustine Beach, Florida 32080.

RECITALS

WHEREAS, the purpose of this **Agreement** is to establish the mechanism whereby the **County** shall provide Animal Control Services within the **City**; and

WHEREAS, Section 828.27, Florida Statutes (2005) provides for local animal control or cruelty ordinances, and Chapter 828, Florida Statutes provides other sections related to animal control and protection; and

WHEREAS, Section 767.11, Florida Statutes (2005) et. seq., provides for dangerous dog regulation; and

WHEREAS, the **City** has requested assistance from the **County** for the purposes of animal control and related activities; and

WHEREAS, an Interlocal Agreement between the **County**, and the **City** would provide the means for the **County** assisting the **City** in administering and enforcing regulations pertaining to animal control and related activities; and

WHEREAS, this **Agreement** sets forth the duration, terms and provisions, rights and responsibilities of both the **County**, and the **City**; and

WHEREAS, Section 163.02, Florida Statutes (2005) authorizes the **County**, and the **City** to enter into this **Agreement**.

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

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

Section 2. 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. Any prior Interlocal Agreement between the **County**, and the **City** that contains contradictory language shall be deemed revoked, and/or terminated, and henceforth unenforceable.

Section 4. 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. In light of the scope and rationale of this **Agreement**, neither the **County**, nor the **City** may assign, transfer, and/or sell any of the rights noted in this **Agreement** without the express prior written approval of the other party. Should either the **County**, or the **City** 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 **City** shall result in the automatic termination of this **Agreement** without further notice or action required on the part of the other party.

Section 6. Both the **County**, and the **City** acknowledge that this **Agreement** constitutes the complete agreement and understanding of both parties. Both the **County**, and the **City** 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 **City**.

Section 7. For purposes of this **Agreement**, the following terms, shall be defined as follows:

- (a) *Animal Control Functions* shall include animal pick-ups, stray animal control and nuisance abatement rabies control and bite investigation, animal cruelty investigations and other animal control services as called for in the County and City animal control ordinances and applicable State law. Additionally, the County will provide 24-hour emergency response service to handle emergencies, generally defined as injured animals needing assistance, violent animals running at large, or requests for assistance from the City's Police Department.
- (b) *Animal Control Regulations* shall mean ordinances, resolutions and policies duly adopted by the City under the authority of Chapters 166, 767, and 828, Florida Statutes. A list of such regulations is attached to this **Agreement** as Attachment "A."
- (c) *Division of Animal Control* shall mean the agency operated by the Board of County Commissioners of St. Johns County, responsible for the control, regulation, licensing, seizures and impounding of dangerous dogs and dangerous cats, and the enforcement of the provisions of County and State regulations relating to dogs, cats, and other animals, as deemed necessary.

Section 8. This Agreement, and the period during which the County shall provide the services described herein, shall commence October 1, 2005, and shall be automatically extended from year to year thereafter unless sooner terminated.

Section 9. This Agreement may be terminated with or without cause, upon either the County, or the City 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 date of termination, and shall result in termination of this Agreement on that date, 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 County shall be compensated for any services and/or expenses that are authorized under this Agreement, and that are performed and/or accrue up to the date of termination of this Agreement.

Section 10. The Division of Animal Control is hereby authorized to administer animal control functions in the City.

Section 11. The Division of Animal Control will administer those animal control regulations that have been adopted by the City, and that are operational within jurisdictional limits of the City.

Section 12. The County reserves all rights with respect to prioritizing animal control complaints and activities, except that the County shall provide animal control services to the City reasonably equivalent to animal control services provided throughout the unincorporated portions of the County.

Section 13. Persons providing the services defined herein shall be considered employees of the County, and not of the City. The County assumes all legal responsibility as the employer of said persons, including payment of wages and other compensations due to said persons in compliance with all applicable federal, state and other payroll tax requirements. The County shall provide worker's compensation, tax withholding, and other benefits as may be appropriate. County employees that provide the services specified herein shall not be eligible to participate in any benefits or retirement plan of the City. The County shall comply with all applicable statutes and ordinances relating to health and safety.

Section 14. This Agreement does not create third-party beneficiary status for any person.

Section 15. The City will compensate the County for services performed by making a one time payment of Twenty Thousand and No/100 Dollars (\$20,000.00) to the County general fund on or before January 1, 2006.

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

Section 17. 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:

Division of Animal Control
1665 Old Moultrie Road
St. Augustine, Florida 32086

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

City Manager
2200 A1A South
St. Augustine Beach, Florida 32080

With a copy to:

City Attorney
2200 A1A South
St. Augustine Beach, Florida 32080

Section 18. This **Agreement** will be filed with the Clerk of the Circuit Court, as required by State law.

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: _____
Bruce A. Maguire, Chair

Date: _____

**ATTEST:
Cheryl Strickland, Clerk of Court**

Deputy Clerk

City of St. Augustine Beach

By: _____
Mayor

Date: _____

ATTEST:

City Clerk