TALLAHASSEE-LEON COUNTY ANIMAL SERVICE CENTER AGREEMENT

THIS AGREEMENT made and entered into this 26th day of ~~December, 2002~~ February, 2003, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation, hereinafter referred to as "City" and LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County".

WHEREAS, the City owns and operates the Tallahassee-Leon County Animal Service Center, hereinafter referred to as "Center"; and

WHEREAS, the Center provides boarding, medical, and adoption services for lost and abandoned animals and provides impoundment services for dangerous or aggressive animals; and

WHEREAS, the County desires to utilize the services provided by the City at the Center for lost and abandoned animals picked-up by the County within the unincorporated county area;

NOW, THEREFORE, in consideration of the following mutual covenants and promises and other valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1.0 Term. The term of the Agreement shall commence on January 1, 2003 and shall end on September 30, 2008. The term may be extended for successive two-year periods by mutual written Agreement of the parties. County shall provide written notice to the City of its desire to extend the term no later than one-hundred and twenty (120) days prior to the end of the initial term or subsequent extension thereof, as applicable.

2.0 Scope of Services. City shall provide the following services:

2.1 City shall shelter, handle, care for, and dispose of all animals in accordance with professionally recognized standard of humane treatment and provide staffing for all kennel services, administrative services, volunteer coordination, adoption or owner notification services, and humane education.

2.2 City agrees to receive and impound all small, domesticated animals brought to the Center by the County, except for livestock as defined in Section 5-8, City of Tallahassee Code. The City shall make the Center available for receiving animals impounded by the County on a 24-hour per day, 7–day a week basis. The City shall require that sufficient personnel be on duty and equipment be on hand for the purpose of receiving animal during normal business hours and shall provide the County access to the Center after normal business hours.

2.3 City shall keep healthy impounded animals for a minimum of five (5) days. During that time, the City will make a reasonable attempt to notify the owners, if known, of the impounded animals. For purposes of this Section, "reasonable attempt" shall mean trying to contact an owner by telephone on two (2) separate occasions, each call being placed on different days of the week and at different times of the day. After the fifth day, the City may release the animal to foster care services, place the animal for

adoption, or euthanize the animal. The City will provide for the disposal of all euthanized animals.

2.4 City shall arrange medical treatment for all impounded animals as well as those animals picked up by County Animal Control Officers suffering from life-threatening illnesses or injuries. If a County animal control unit is available, the County will provide reasonable assistance in transporting impounded animals for veterinarian services.

2.5 City will provide isolation for animals known as or suspected to be rabies carriers and for bite cases. Such isolation shall be in accordance with Section 767.13, Florida Statutes, Chapter 5, City of Tallahassee Code, and Chapter 4, Code of Laws of Leon County, Florida. If County and City staff agree that an isolated animal must be euthanized before the expiration of the required isolation period, or if said animal dies before the expiration of isolation period, the remains of the animal will be held for the County to initiate rabies examination. City will dispose of the animal remains.

2.6 City may place animals released from isolation and not claimed by their owners up for foster care, adoption or euthanize the animal in accordance with Section 2.3 of this Agreement. Animals involved in unprovoked biting, attacking or endangering of people or domestic animals shall not be released for foster care or adoption.

2.7 City shall determine fees charged to the general public for Center services. All fees and revenues received by the Center shall be deposited in discrete revenue accounts and used to determine year-end verification of revenues and expenditures in accordance with Section 4.4 of this Agreement

3.0 <u>County Responsibilites</u>. County shall provide the following services

3.1 County will maintain a rabies control program, as mandated by Chapter 64D-3, Florida Administrative Code, and Chapter 4, Code of Laws of Leon County, within the corporate and unincorporated areas of the county.

3.2 County shall maintain responsibility for the supervision of County Animal Control Officers within the unincorporated area. However, all County Animal Control Officers will adhere to City kennel procedures when leaving an animal at the Center. Animal Control Officers will not be expected to provide kennel care services other than watering and feeding animals that they bring to the shelter. The County will provide impoundment data to the animal shelter.

4.0 <u>Fees for Services</u>. County shall be responsible for a proportionate share of the costs for kennel services, administrative services, adoption services, and humane education:

4.1 The proportionate share of costs shall be determined annually by applying the ratio of county animals to the total number of animals boarded at the Center for the preceding fiscal year to the budgeted costs for kennel services, administrative services, adoption services, and humane education. No later than May 1 of each consecutive year, the City shall provide the County with the ratio from the previous fiscal year and a

estimated operating budget for the subsequent fiscal year starting the following October 1.

4.2 The proposed operating budget shall identify changes to current service levels. The County will be given an opportunity to review service level changes and to concur regarding the benefits of the proposed changes to the unincorporated area. If concurrence is not given, the costs of the service level changes shall not be included in the amount to be allocated between the parties and shall be borne solely by the City.

4.3 The County's proportionate cost share shall be paid quarterly during each fiscal year based on the agreed upon costs for kennel services, administrative services, adoption services, and humane education. The County shall remit payment within ten (10) days following the first day of each quarter of the fiscal year.

4.4 At the end of each fiscal year, there shall be verification of actual costs. The actual cost shall be adjusted for revenues received by the Center, excluding fees paid by the County under this Agreement. Any County over or under payment shall be carried over as an increase or decrease in the payment for the following fiscal year. Such true-up will be made no later than December 1 following the close of the fiscal year and will adjust the payment due on January 1.

4.5 The payment for Fiscal Year 2003 shall be retroactive to October 1, 2002 and the County shall receive credit for any payments made from that date until the signing of the Agreement.

4.6 County's share of capital improvements to the Center shall be negotiated as an amendment to this Agreement executed by both parties.

5.0 Miscellaneous Provisions:

5.1 Cancellations. This Agreement may be canceled by either party with or without cause by thirty (30) day prior written notice to the other party. Upon cancellation or expiration of this Agreement, the liabilities of the parties shall be limited to the payment of fees and credits incurred or accrued through and including the last effective day of the term of this Agreement. However, should the impoundment of an animal extend beyond the Agreement period, the County shall be responsible for all boarding fees at the rate charged to the general public, medical fees, and disposal fees in the event the animal is euthanized.

5.2 City Records. County may review financial accounts and records maintained by the City in connection with the services provided herein.

5.3 Animal Shelter Management Information System. County shall be allowed remote access to the Center's automated information system. County shall be responsible for procuring terminals and related equipment.

5.4 Subject to Appropriation. The performance by each party of its obligations under this Agreement shall be subject to and contingent upon the appropriations of available

funds or otherwise lawfully expendable for the purposes of this Agreement for the current and future periods. In the event the County ceases to pay its financial obligations as required in this Agreement, the City will discontinue all services as detailed herein.

5.5 Applicable Law. This Agreement shall be governed by, construed , and enforced in accordance with the laws of the State of Florida.

5.6 That to the extent allowed by the Constitution and laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28, the County hereby agrees to indemnify, defend, save, and hold harmless the City from all claims, demands, liabilities, and suits arising out of, because of, or due to any negligent act of the County, its agents, or employees arising out of this Interlocal Agreement. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the City for its negligence or breach of contract, or that of its contractors, agents, or employees.

5.7 That to the extent allowed by the Constitution and laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28, the City hereby agrees to indemnify, defend, save, and hold harmless the County from all claims, demands, liabilities, and suits arising out of, because of, or due to any negligent act of the City, its agents, or employees arising out of this Interlocal Agreement. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for its negligence or breach of contract, or that of its contractors, agents, or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date first written above.

LEON COUNTY, FLORIDA

By: _____
Chair
Board of County Commissioners

Attest:

By: _____
Robert B. Inzer
Clerk of Circuit Court

Approved as to form:

By: _____
Herbert W. A. Thiele
County Attorney

CITY OF TALLAHASSEE

BY: _____
City Manager

BY: _____
Gary Herndon
City Treasurer-Clerk

BY: _____ for
James R. English
City Attorney