

INTERLOCAL AGREEMENT FOR OPERATON OF ANIMAL SHELTER

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2020, 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”), and 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.

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, the parties terminated their respective contracts with the Humane Society of St. Lucie County, Inc., dba Second Chance Animal Shelters, for the provision of certain animal services; and

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

WHEREAS, Fort Pierce is the owner of the property and improvements, including an existing animal shelter complex, located at 100 Savannah Road, Fort Pierce, Florida (the “Savannah Shelter”); and,

WHEREAS, the parties agree to provide joint animal services at the Savannah Shelter; and

WHEREAS, the Savannah Shelter requires extensive renovations before it can begin operating as a joint animal shelter; and

WHEREAS, each party agrees to contribute to the cost of renovating and operating the Savannah Shelter,

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

1. **SAVANNAH SHELTER.** The Savannah Shelter shall provide shelter for domestic animals seized or otherwise taken into custody by each of the parties. 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.

2. **SAVANNAH SHELTER RENOVATIONS.**

A. **Shared Contributions.** The parties shall share equally all expenses related to the renovation of the Savannah Shelter. Each party’s total contribution shall not exceed two hundred fifty thousand dollars (\$250,000), inclusive of in-kind and monetary contributions, such that the total combined contribution shall not exceed five hundred thousand dollars (\$500,000). In-kind contributions shall be limited to labor and materials. A written modification of this agreement shall be required in order to authorize a total combined contribution that exceeds five hundred thousand dollars (\$500,000).

B. **Project Managers.** The parties shall each respectively appoint a project manager, who will jointly oversee the renovations at the Savannah Shelter. The project managers or their designees shall jointly pre-approve cost estimates for in-kind contributions before such contributions are made.

C. **Phases.** Renovations at the Savannah Shelter complex will proceed in three phases as set forth below.

1. Phase One encompasses the renovation of the buildings known as the “C Building” and the “Old Cat Building”, and if determined necessary by the parties, the construction or installation of a temporary office. The renovated buildings will house a dog run, a cat room, laundry facilities, a food preparation area, and storage. Phase One shall be completed no later than July 1, 2020.

2. Phase Two encompasses the finalization and implementation of renovation plans for the remaining buildings within the Savannah Shelter complex. Such final plans shall be coordinated and jointly approved by the parties’ respective project managers or their designees.

3. Phase Three encompasses the publication of the coordinated and approved final plans for renovation in a Request for Qualifications and Proposals. Phase Three shall be completed no later than July 1, 2020.

4. The parties agree that Phase Two may proceed concurrently with Phases One and Three.

3. **SAVANNAH SHELTER OPERATIONS.**

A. On or before July 1, 2020, Fort Pierce shall issue a Request for Qualifications and Proposals (“RFQ/P”) for management and operation of the Savannah Shelter. The RFQ/P shall require the Savannah Shelter to provide services to each of the parties as well as their residents. Representatives from the County shall participate in the evaluation process. Following selection of the provider, the parties shall enter into a joint agreement with the selected provider.

B. The joint agreement with the selected provider shall itemize and assign to the parties and the selected provider, respectively, responsibilities related to the maintenance and upkeep of the shelter.

C. The joint agreement shall set forth a budget for operational costs. Said budget shall only be exceeded upon the written agreement of the parties.

D. In the interim between July 1, 2020 and the implementation of the joint agreement referred to in Paragraph 3A above, the City agrees to designate staff, as available, to assist the County with the shelter operations and/or Animal Safety Division operations within the unincorporated areas of the County if requested.

E. In the alternative to operation of the shelter by the County, the County may enter into an emergency agreement with a third-party to operate the shelter. If an agreement is reached with a third-party vendor, the parties shall decide if staff from both parties will be needed and available to assist the third-party vendor.

4. **INITIAL TERM.** 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 for twenty (20) years thereafter (“initial term”), unless it is extended as set forth in Paragraph 5 below or terminated as set forth in Paragraph 6 below.

5. **EXTENSION.** Upon the expiration of the initial term, this Agreement shall automatically extend for one (1) additional term of ten (10) years, unless it is terminated as set forth in Paragraph 6

below.

6. **TERMINATION.** Either party may choose to terminate this Agreement without cause upon providing a minimum of two (2) years prior written notice delivered to the other party. If Fort Pierce terminates this Agreement before the end of the twentieth (20th) year, Fort Pierce will reimburse the County's contribution to the renovation of the Savannah Shelter on a prorated basis.

7. **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 a Copy to:

St. Lucie County Attorney
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

If 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

8. **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.

9. **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.

10. **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.

11. **GOVERNING LAW AND VENUE.** This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the Circuit Court of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

12. **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.

13. **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.

14. **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.

15. **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:

Deputy Clerk

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

BY: _____
Chair

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

County Attorney

ATTEST:

Deputy Clerk

CITY OF FORT PIERCE

BY: _____
Mayor

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
City Attorney