

INTERLOCAL AGREEMENT FOR OPERATON OF ANIMAL SHELTER

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2021, 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, Florida Statutes (2020), 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), Florida Statutes, and shall be referred to hereinafter as the “party” or “parties”; and

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

WHEREAS, the parties previously entered into an interlocal agreement for the renovation and temporary operation of the Savannah Shelter and recorded the same in the Official Records of St. Lucie County, Florida, at Book 4409, Page 1241; and

WHEREAS, this Agreement shall supersede the aforementioned recorded agreement; and

WHEREAS, the parties have determined that it would be mutually beneficial to utilize the Savannah Shelter complex to provide certain animal services; and

WHEREAS, the parties have determined that it would be appropriate and cost-effective to select a third party to provide said animal services; and

WHEREAS, Fort Pierce intends to enter into a lease agreement with Sunrise Humane Society, Inc., (“SHS”), whereby SHS will be permitted to occupy the Savannah Shelter under certain conditions; and

WHEREAS, the parties intend to enter into separate agreements with SHS for the care of animals which are in their respective custody and are being housed at the Savannah Shelter,

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

1. **RECITALS.** The foregoing recitals are hereby incorporated as forming the intent and purpose of this Agreement.

2. **SAVANNAH SHELTER.** The Savannah Shelter shall provide shelter for 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.

3. **SAVANNAH SHELTER OPERATIONS.**

A. **SERVICE AGREEMENTS:** The County and Fort Pierce will enter into separate agreements (“service agreements”) with SHS for the operation of the Savannah Shelter, which operation shall include administration and the provision of shelter, board, and care for the animals in their respective custody. The separate service agreements will have substantially similar terms, except as necessary for the parties to comply with applicable local ordinances or preexisting contractual obligations.

B. **TERMINATION OF SERVICE AGREEMENT – FORT PIERCE ONLY:** The parties acknowledge and agree that the termination of the lease and/or service agreement between Fort Pierce and SHS shall necessitate the modification of the service agreement between SHS and the County to require that services to the County be delivered at a location other than the Savannah Shelter. The County shall otherwise retain sole discretion to continue, modify, or terminate its agreement with SHS.

C. **TERMINATION OF SERVICE AGREEMENT – COUNTY ONLY:** The parties acknowledge and agree that the termination of the service agreement between the County and SHS shall have no effect on the service agreement between Fort Pierce and SHS. In the event of the expiration or termination of the County’s agreement with SHS, Fort Pierce shall retain sole discretion to continue, modify, or terminate its service agreement with SHS.

D. **TERMINATION OF SERVICE AGREEMENT – BOTH PARTIES:** Upon the termination of both service agreements and in the absence of an immediate replacement for SHS, the parties shall jointly operate the Savannah Shelter. The joint operation shall continue until a replacement provider is installed and with the understanding that:

i. The parties’ financial contributions to shelter operations shall remain as they were at the time of termination of their respective service agreements with SHS, except that Fort Pierce shall assume responsibility for the maintenance of the Savannah Shelter complex and the payment of all utilities;

ii. The County and Fort Pierce shall assign an equal number of staff to operate the Savannah Shelter. The assigned staff may be temporary, part-time, or full-time employees. The assigned staff shall work under the direction of one Interim Shelter Director. The County shall select the Interim Shelter Director, who may be an employee of the County, Fort Pierce, or neither party; and

iii. As an alternative to the joint staffing solution set forth in Section 3(D)(ii) above, Fort Pierce may select a third party to operate the shelter on an interim basis. An interim third-party agreement entered into pursuant to this Section 3(D)(iii) shall extend to include service to the County. The parties shall jointly contribute to the cost of the interim third-party provider in accordance with Section 3(D)(i) above.

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 two years thereafter (“initial term”), unless it is extended as set forth in Section 5 below or terminated as set forth in Section 6 below.

5. **EXTENSION.** Upon the expiration of the initial term, this Agreement shall automatically extend for five (5) additional terms of two (2) years each, unless it is terminated as set forth in Section 6 below.

6. **TERMINATION.** Either party may choose to terminate this Agreement without cause upon providing a minimum of six (6) months prior written notice delivered to the other party.

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, Florida Statutes, 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 courts 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:**

BY: _____
County Attorney

ATTEST:

Deputy Clerk

CITY OF FORT PIERCE

BY: _____
Mayor

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
City Attorney