

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF EDGEWATER AND THE COUNTY OF VOLUSIA
FOR THE PROVISION OF ANIMAL CONTROL SERVICES**

THIS INTERLOCAL AGREEMENT (hereinafter the “Agreement”) is entered into by and between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter the “County”), and the CITY OF EDGEWATER, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices located at 104 North Riverside Drive, Edgewater, Florida 32132 (hereinafter the “City”).

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as the delivery of services;

WHEREAS, the foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the most efficient use of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geography, economics, population, and other factors influencing the needs and developments of local communities;

WHEREAS, pursuant to Section 768.28, Florida Statutes, neither the County nor the City waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement, and this Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party’s own negligence or to assume any liability for such other party’s negligence;

WHEREAS, the City, after evaluation of options for the provision of animal control services to its residents, has made a legislative determination that the interests of its residents will be best served by contracting with the County for the provision of additional animal control services support, which services will be performed by County personnel; and

WHEREAS, the County certifies that it employs qualified personnel or retains subcontractors to perform the animal control services as described herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and such other good and valuable consideration, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and form a material part of the agreement upon which the parties have relied.
2. Definitions. The following definitions apply to this Agreement:

- a. “Animal” in the context of this Agreement shall only mean canines or dogs and felines or cats.
- b. “City of Edgewater” shall mean the municipal corporation and politic and a subdivision of the State of Florida including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the City has agreed to contract to provide additional insured status.
- c. “County of Volusia” shall mean the body corporate and politic and a subdivision of the State of Florida including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed to contract to provide additional insured status.

3. Purpose. The primary purpose of this Agreement is for the County to provide additional support services available upon request of the City personnel as described herein to the City within its jurisdictional boundaries. The additional support services available upon request of the City personnel will be provided at the agreed upon level of service herein specified, in addition to the City using its own personnel and equipment therefore.

4. Designation. The City designates the County of Volusia – Public Protection Animal Services as the additional support services officers for the City. By execution of this Agreement, the City agrees and ratifies this designation of the County. Thereafter, the County as the designated additional support services officers for the City shall be authorized to enforce the animal control ordinances of the City of Edgewater upon request by City personnel.

5. Contract Services. The County will provide the following animal control services to the City: investigation of domestic animal complaints, cruelty to animal complaints, pick-up and impoundment of stray dogs and cats, investigation of animal bites and/or dangerous dogs; and appearance at proceedings arising from the provision of animal control services to the City (hereinafter the “Contract Services”). This list shall not be interpreted as all-inclusive or prohibit any other request by approved city personnel for assistance from the County for services which exceed the resources of the City. The County shall manage the delivery of the Contract Services to the City by allocating service task responsibilities along and within the organization lines of the County’s Animal Control Services. The Director of Animal Control Services shall be the County’s liaison to the City for purposes of performance, application, and implementation of this Agreement.

- a. Compensation. County agrees to provide to the City the personnel and equipment necessary for the Contract Services specified herein at the hourly rate of \$102.59 per hour, plus fees paid to an appropriate shelter (the County reserves the right to transport animals to a shelter of its choice); fees for emergency veterinarian services; and fees paid for spay and neuter services. All personnel billing for their time for Contract Services to the City will do so in increments of one-quarter (¼) of an hour (*i.e.*, fifteen minute) and shall round said time to the nearest such increment.

b. Rate Escalation. During the Term of this Agreement, and any renewal of this Agreement, the contract hourly rate specified in paragraph 5.a shall be subject to a three and one-half (3½%) percent price escalation on October 1st of each contract year, beginning October 1, 2025.

c. Billing. The County shall invoice the City on a quarterly basis. Payment shall be made by the City within thirty (30) days after receipt of invoices, expense details, and a detailed activity log provided by the County to the City.

d. Change in Level of Service. Should the City desire the County to provide services either different in kind, or at a service level different than that contemplated above, the City Manager shall make written request therefore to the County Manager or designee and, such notice shall be sent in accordance with this Agreement. Any mutually agreed-upon modification to the kind of service or level of service to be provided by the County shall be reduced to writing and approved by the appropriate officials of both parties. Any reduction in level of service desired by the City shall only be effective at the beginning of a new contract year unless both parties agree otherwise. Upon the written agreement of the County to provide a change of services which increases the level of service, the new level of service shall commence within sixty (60) days following the date of execution of the written agreement by the County or the beginning of a new contract year whichever shall first occur. The foregoing shall not be construed as requiring the County to agree to make a change to the kind of service or increase in the level of service to be provided by the County. Upon a change in kind of service and/or increase in the level of service to be provided by the County, compensation to the County shall be immediately adjusted to conform to the new service provided.

6. Municipal Services. The Contract Services purchased by the City herein are municipal level of services as described above. Such Contract Services shall be provided by County resources distinct from the level of services that are funded by county-wide ad valorem and other county-wide revenues, which services County would provide irrespective of this Agreement, and which services County will continue to provide notwithstanding this Agreement. The City shall pay County for the Contract Services provided for herein.

7. Division of Responsibilities. The Contract Services specified herein reflect the general managerial and policy decisions of the City. The City may identify specific tasks within the Contract Services described herein to be performed by the County, and the portion of the relevant budget to be allocated thereto, including, but not limited to the location, and nature of specific projects. Except as set forth below, the County shall have the sole responsibility for the operational management of providing the Contract Services. It is the intent of the City that the City's general management decisions referenced above are to be the exercise of a legislative, planning level function by the City, and that the City shall not undertake to exercise specific operational control over the provision of the Contract Services except as set forth below. Should the City direct or exercise operational control in fact and there be liability to third parties and/or to the County that flows therefrom, then the City shall have responsibility for all liability arising therefrom subject to

the provisions in Paragraph 9, below. For all other services provided by the County where specific professional standards are applicable to the performance of service tasks, the County's designated officer in charge ("OIC"), or his or her designee, shall have the authority for decision making within that realm. The relevant County Department Director, or the OIC, shall be available on a regular basis to the relevant City Department Director to provide consultation and recommendations to the relevant City Department Director in his or her general management decisions as contemplated herein.

8. Operational Responsibility. The County shall have the sole and absolute discretion to determine the manner and time in which to meet the City's animal control duties hereunder; nothing contained herein shall in any way limit the independent discretion of the County in providing the Contract Services.

9. Sovereign Immunity. Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of either party of damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise, including, but not limited to a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10. Personnel Matters. County will allocate manpower and equipment for the performance of the Contract Services on an as needed basis. This Agreement shall not require any particular County employee to be dedicated full-time to provide the Contract Services within the jurisdictional boundaries of the City. All County personnel assigned to perform Contract Services shall remain subject to the County Merit System of Rules and Regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, training and assignment, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any claim of a disciplinary nature by City regarding a County employee shall be referred to the Department Director, who shall remain the appointment authority for such employee, for all purposes designated under the County Merit System of Rules and Regulations. Such County employees shall have no right to elect or choose any procedures available to City employees.

11. Term. This Agreement shall be for a term of three (3) years and shall commence on October 1, 2024 and shall terminate at midnight on September 30, 2027, unless terminated pursuant to the provisions provided below.

12. Termination. Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the other party representative specified below by giving ninety

(90) days' notice prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefore is signed by an employee, official, or representative of the other party.

13. Notice. Notice as required to be given in this Agreement shall be provided to the following persons:

a. County: George Recktenwald
County Manager
Thomas C. Kelly Administration Center
123 West Indiana Avenue
DeLand, Florida 32720

With a copy to: County Attorney's Office
Thomas C. Kelly Administration Center
123 West Indiana Avenue
DeLand, Florida 32720

b. City: Jeffrey Thurman
Interim City Manager
104 North Riverside Drive
Edgewater, Florida 32132

14. Third Parties. In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein for any other reason.

15. Dispute Resolution. Any disputes concerning non-performance, or other aspects of this Agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes.

16. Severability. If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical of either party.

17. Non-assignability. Neither this Agreement nor any interest herein may be assigned, transferred or otherwise encumbered, under any circumstances, by either party without the prior written consent of the other party.

18. Governing Law. The laws of the State of Florida, without regard to conflicts of law provisions, shall govern the validity, enforcement, and interpretation of this Agreement. The parties hereby consent to venue in Volusia County, Florida in any legal or equitable proceeding as to actions arising under state law.

19. Joint Preparation. This Agreement has been negotiated by the Parties and their respective counsel. This Agreement will be fairly interpreted in accordance with its terms. Any ambiguity will not be construed against the drafting party.

20. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

21. Entire Agreement. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

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IN WITNESS WHEREOF, the parties to this Interlocal Agreement between the City of Edgewater and the County of Volusia for the provision of animal control services have caused the same to be signed by their duly authorized representatives on the dates indicated below.

COUNTY OF VOLUSIA

ATTEST:

Jeffrey S. Brower, County Chair

George Recktenwald, County Manager

Dated this ____ day of _____, 2024

CITY OF EDGEWATER, FLORIDA

ATTEST:

Diezel Depew, Mayor

Jeffery Thurman, Interim City Manager

Dated this ____ day of _____, 2024