

City of Dunnellon
Agenda Summary Form

Meeting Date: January 5, 2022

1. Responsible Department: Animal Control
2. Presenter: Troy Slattery, Public Works Manager
3. Recommended Action: Authorize the Mayor to execute Agreement #AGR2021-23 with Marion County for Animal Control Services

Subject: Animal Control Services provided by Marion County (following adoption of Ordinance #ORD2021-03, Marion County Animal Control Regulations)

Request for Approval Summary Explanation & Background:

The current agreement with Marion County to provide certain specific animal control services dates back to 2009. Due to increasing costs, Marion County has presented the City with a new proposed agreement that will cover all animal control services offered by the County. The fee associated with this agreement is based on a formula used by the State of Florida for the distribution of the ½ cent sales tax. This formula takes into consideration Dunnellon's population. The fee will be a flat rate per year based on .45% of Marion Counties' prior year actual expenses. The State formula is being applied to all jurisdictions within Marion County for Animal Control Services.

Marion County is proposing to phase in the cost of the services provided at 50% for FY2022, 75% for FY2023 and 100% thereafter. For FY2021-2022 the amount due will be \$4,256.58 or 50% of \$8,513.15.

Procurement Method:

Fiscal Information: FY 2021-22 budget \$4,257

Department Head Approval: MO/TS

Attorney Review: Yes

**INTERLOCAL AGREEMENT #AGR2021-23
BETWEEN
MARION COUNTY
AND
CITY OF DUNNELLON
FOR PROVISION OF ANIMAL CONTROL SERVICES
FOR PROTECTION OF THE PUBLIC**

THIS INTERLOCAL AGREEMENT, (hereinafter “Agreement”) is entered into this by and between **MARION COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the “COUNTY”) and the **CITY OF DUNNELLON**, a municipal corporation of the State of Florida (hereinafter referred to as the “CITY”)

WHEREAS, Chapter 163.01, Florida Statutes, (2019) authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with 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 geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, COUNTY AND CITY are “public agencies” within the meaning of Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Section 163.01, the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, the parties to this Agreement have the common power to regulate and control animals within their respective geographic jurisdictions; and

WHEREAS, COUNTY has an animal control unit, commonly referred to as “Marion County Animal Control” (hereafter referred to as “Animal Control”); and

WHEREAS, COUNTY operates the Marion County Animal Control Center, and

WHEREAS, COUNTY has provided assistance in the past to CITY pursuant to an Interlocal agreement, dated August 4, 2009, regarding Animal Control and it is in the public interest to continue such services; and

WHEREAS, COUNTY AND CITY, recognizing changed circumstances, desire to enter a new Interlocal agreement regarding COUNTY’s Animal Control unit providing services to CITY as set forth hereinafter;

WHEREAS, CITY has adopted COUNTY’s Animal Control ordinance; and

NOW THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties and for the mutual benefits of COUNTY and CITY, and their respective citizens, the parties agree as follows:

1. **RECITALS**

The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

2. **PURPOSE AND INTENT**

The parties enter into this Agreement for the purpose and intent of improving public safety, by designating Marion County Animal Control officers and employees as those with authority to perform animal control services and enforcement within the corporate limits of the CITY and to authorize COUNTY, its agents and employees to perform animal control functions within the corporate limits of the CITY.

3. **ASSISTANCE REGARDING ANIMAL CONTROL**

A. COUNTY shall assist CITY by responding to calls regarding violations of the Marion County Animal Control Ordinance within the CITY limits and processing and enforcing such cases in accordance with the COUNTY's animal control policies and normal operating procedures for such cases.

B. CITY delegates to COUNTY, as its enforcing agency, the right to impose fines for violations of the Marion County Animal Control Ordinance, in accordance with the Schedule of Fines attached hereto, or any additional amendments as updated by the COUNTY, or to refer cases for Court Proceedings.

C. Cases involving dangerous dogs shall be processed by COUNTY and heard by COUNTY's Dangerous Dog Board. CITY delegates to COUNTY, its agents and employees, the authority to refer dangerous dog cases to the Dangerous Dog Board.

D. Animal abuse offenders, as defined in the Marion County Code of Ordinances, residing within the limits of the CITY shall be included in the Marion County Animal Abuser Registry and subject to its requirements.

E. All persons and entities located within the limits of the CITY shall be prohibited from transferring ownership or possession of any animal to any person listed on the Marion County Animal Abuser Registry.

4. **CALLS DIRECT TO COUNTY**

COUNTY shall accept direct calls from CITY or citizens regarding the need for animal control services within the CITY limits.

5. **PRIORITIZING CALLS**

COUNTY shall be solely responsible to prioritize and answer calls for service within the CITY limits, taking into consideration other calls from the COUNTY and available resources.

6. **PAYMENT**

CITY will compensate the COUNTY annually on April 1 for services performed based on a pro rata share of the actual expenditures by COUNTY for Animal Control Services for the Fiscal Year ending two (2) years prior to the annual payment. The pro rata share will be based on the formula derived from the Local Government Sales Revenue Estimates for Marion County published annually two (2) years prior to the payment by The Florida Legislature's Office of Economic and Demographic Research.

On April 1, 2022, CITY will pay fifty percent (50%) of their pro rata share of the actual expenditures. On April 1, 2023, CITY will pay seventy five percent (75%) of their pro rata share of the actual expenditures. On April 1, 2024 and all annual payments thereafter, CITY will pay one hundred percent (100%) of their pro rata share of the actual expenditures.

7. **TERM**

The term of this Agreement shall commence and be effective upon the last signature below and shall continue through September 30, 2026 (the "Term"). Thereafter this Agreement shall renew automatically on an annual basis unless terminated by either party as provided for in Section "8" below.

8. **TERMINATION**

A. **Convenience**

For convenience, CITY or COUNTY may terminate this Agreement and its rights and responsibilities under this Agreement for any reason upon providing the other party with ninety day (90) prior written notice of intent to terminate.

B. **Default**

This Agreement may also be terminated for default if the defaulting party is provided thirty (30) days to cure the default following written notice from the non-defaulting party served according to Section "9" below. The parties agree to work cooperatively to avoid the need for a termination for default and to minimize any disruptions that may occur if termination for default is invoked.

9. **NOTICES**

Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the person

designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as they party may have specified by written notice to the other party delivered according to this Section.

For COUNTY: County Administrator Copy to: Marion County Animal Services
 601 SE 25th Avenue 5701 SE 66th St,
 Ocala, Florida 34471 Ocala, FL 34480

For CITY:

 City of Dunnellon
 20750 River Drive
 Dunnellon, FL 34431

10. **PUBLIC RECORDS**

A. **Obligations**

The parties acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2019), as this statute may be amended from time to time, to release public records to members of the public upon request.

B. **Statute Controls and Immediate Termination**

The parties acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2019), as this statute may be amended from time to time and that State law controls over the terms of this Agreement. Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching party.

C. **Contacts**

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2309
Email: PublicRelations@MarionFL.org

IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT CITY'S CUSTODIAN OF PUBLIC RECORDS AT:

Amanda Odom, City Clerk
City of Dunnellon City Hall
20750 River Drive
Dunnellon, FL 34431
Phone: 352-465-8500
Email: modom@Dunnellon.org

11. **EMPLOYEE STATUS**

Persons employed by one party in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of the other party, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to such other party's officers and employees either by operation of law or by such other party.

12. **SEVERABILITY**

If any provision of this Agreement or the application of this Agreement is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

13. **GOVERNING LAW, JURISDICTION, AND VENUE**

The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Marion County, Florida. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court.

14. **ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties hereto. This Agreement shall be binding upon the parties and their successors in interest, in accordance with its terms. No modification or amendment of this Agreement shall be binding or valid unless it is in writing, approved by the parties and executed on behalf of each of the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates as shown below.

ATTEST:

MARION COUNTY, a political
subdivision of the State of Florida
by its Board of County Commissioners

GREGORY C. HARRELL
Clerk of the Court

JEFF GOLD, Chairman

Date: _____

Date: _____

For Use and Reliance of Marion
County Only, Approved as to
Form and Legal Sufficiency:

MATTHEW G. MINTER
Marion County Attorney

ATTEST:

CITY OF DUNNELLON, a municipal
corporation in the State of Florida

AMANDA ODOM
City Clerk

WILLIAM P. WHITE
Mayor

Date: _____

Date: _____

For Use and Reliance of City of Dunnellon
Only, Approved as to
Form and Legal Sufficiency:

City Attorney

(Schedule "A" on following pages)

Schedule “A”

Animal Control Fees and Penalties Provided for in Marion County Code of Ordinances

Code Section	Description of Offense or Violation	1st Offense	2nd Offense	3 rd and Subsequent Offense
4-7	Impounding authority of officers, interference prohibited	\$250	MCA*	MCA*
4-8	Licensure, exemptions, requirements	\$100	\$200	MCA*
4-9(a)	Rabies vaccination required – Failure to have animal vaccinated	\$100	\$200	MCA*
4-9(c)	Failure by veterinarian to comply with reporting rabies vaccinations	\$150	\$300	MCA*
4-10(a), (b), (c)	Microchipping-Failure to have animal microchipped	\$100	\$200	MCA*
4-11(a), (b)	Control of animals-On or off the real property limits of owner	\$100	\$200	MCA*
4-11(e)	Control of animals- Results in bite or injury to a person or an animal. Failure to confine humanely while in heat (estrus)	\$250	\$500	MCA*
4-11(f)	Control of animals- Livestock fencing minimum requirements	\$250	\$500	MCA*
4-12	Animals creating a nuisance	\$200	\$400	MCA*
4-13	Humane treatment for animals; improper tethering	\$200	\$400	MCA*
4-14	Animals in motor vehicles or vessels	\$200	\$400	MCA*
4-15 (g)(1)	Animal Abuse Offender possessing animals	MCA*	MCA*	MCA*
4-15(h)	Person transferring animal to Animal Abuse Offender	\$100	\$200	MCA*
4-15(e)	Failure to contact Maintaining Agency to update Registry information	\$100	\$200	MCA*
4-17 (b)(4)	Impoundment, redemption, adoption microchip requirements after quarantine	\$100	\$200	MCA*
4-18 (a)(b)(c)	Sale of dogs and cats-public or private streets, rights-of-way, flea market, private parking lots or any open air venue sales prohibited; violation of pet shop provision	\$150	\$300	MCA*
4-19	Requirement for sales of dogs and cats-Failure to provide health certificate	\$200	\$400	MCA*

4-22	Violating any dangerous dog provision	\$500	MCA*	MCA*
4-28	Irresponsible Pet Owner	\$300	\$400	MCA*
4-29	Kennel License Violation	\$150	\$300	MCA*
*Fees for services provided by Marion County Animal Services (MCAS) charged according to the current MCAS fee schedule (Dangerous dog registrations, dangerous dog license, pet adoptions, capture and restraint, licensure, microchip, retail pet shop inspections, etc.)				

*MCA means Mandatory Court Appearance