

INTERLOCAL AGREEMENT
BETWEEN HENDRY COUNTY AND THE CITY OF LABELLE
FOR ANIMAL CONTROL SERVICES FOR
UNINCORPORATED EAST HENDRY COUNTY

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2025, by and between HENDRY COUNTY, a political subdivision of the State of Florida, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as "County", and the CITY OF LABELLE, a municipal corporation existing under the laws of the State of Florida, acting by and through its governing body, the City Commission, hereinafter referred to as "City", both of Hendry County, Florida:

WITNESSETH:

WHEREAS, County and City have cooperated in the funding and operation of Animal Control which serves the City and the western part of the unincorporated County, and

WHEREAS, County and City wish to enter into an Interlocal Agreement to provide for the monetary contributions of the County to the City for the purpose of the City providing animal control services that would service and enforce animal control regulations for use by the residents of eastern portion of unincorporated Hendry County, and to provide for the payment by the County of an appropriate sum of money and other types of contributions; and

WHEREAS, it would benefit the public health, safety, welfare and economics of the residents of the County to enter into this Interlocal Agreement to fund and the City to provide for animal control for the eastern unincorporated areas of County, and

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WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to exercise jointly any power, privilege or authority which such governments share in common and which each might exercise separately.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained hereafter to be kept by the parties, the parties hereto agree as follows:

1. **Recitals:** The foregoing recitals are true and correct and are hereby adopted.

2. **Duration:** This Interlocal Agreement shall be for a one-year term commencing on October 1, 2025, ~~and shall automatically renew itself for successive one-year terms unless terminated as provided hereafter~~ and ending September 30, 2026.

3. **Termination:** Either party may terminate this Agreement with four (4) months -written notice to the other party.

4. **Area Coverage:** The geographic area to be covered by animal control services to be provided under this Agreement ("Service Area") shall be the eastern portions of unincorporated Hendry County not including the Big Cypress Reservation or the City of Clewiston as depicted on the attached Exhibit "A".

5. **Animal Control Services~~and Operation~~**: City agrees to operate and administer the Animal Control Department to provide animal control services and enforcement within the service area of Hendry County. The operation and administration of the Animal Control Department by the City for the service area shall include, but is not limited to:

- a.) Investigate injured and stray animal complaints/cases.

b.) Enforce State, County and City laws relating to animal control; including but not limited to, Chapters 125, 767, 823, and 826, Florida Statutes, as well as Chapter 1-5 of the Code of Ordinances, Hendry County, Florida.

c.) Administering the operation and maintaining the records relating to animal control services provided for the service area.

~~d.) Within sixty (60) days of execution of this Agreement, the City shall cause the Animal Control Department to establish an operational plan with regards to this agreement subject to the approval of the City Manager and County Administrator. The policy may be amended from time to time, subject to the approval of both parties in writing in accordance with State, County and City laws.~~

~~e.) Causing the Animal Control Department to prepare and submit necessary budgets for the service area to both City and County.~~

~~df.) Facilitating the funding of the operation of animal control services for the service area if expenditures exceed the funding provided by County pursuant to section 6(a) below.~~

~~eg.) Operate and maintain in good order any facility designated made available by the County for the housing, management and disposition of animals in the east service area.~~

6. Budget, Funding and Audit:

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(a) Budget: ~~Commencing with Fiscal Year 2026/2027, City shall cause the Animal Control Department to prepare an annual budget for the service area, subject to approval by both City and County, providing for compensation of two animal control officers (including all withholding, FICA, retirement, insurance, etc.), an allocated portion of personnel costs associated with the oversight and administration of the service area, operating expenses associated with the services provided by the Animal Control Department in said service area and administrative cost incurred by City at the rate of 10%.~~

~~. The budget shall begin on October 1 of each year, and be submitted to City and County on or before July 1 of each year. After approval by City and County, there shall be no expenditure of funds in excess of the budget amount unless approved by City and County prior to the expenditure. Animal Control operation changes that would have a material impact on the budget, shall be approved in writing by the City and County prior to the change being implemented.~~

~~——(b)——~~ Funding: For Fiscal year 2025/2026, County shall provide the funds necessary to provide animal control services in the service area ~~to include two animal control officers (including all withholding, FICA, retirement, insurance, etc.), an allocated portion of personnel costs associated with the oversight and administration of the service area, operating expenses associated with the services provided by of the Animal Control Department in said service area in the~~ and an administrative cost incurred by City at the rate of 10%, in the amount of \$336,943 ~~XXX,XXX~~ paid in equal quarterly payments on or before October 1, 2025, January 1, 2026, April 1, 2026 and July 1, 2026. ~~City shall provide County a report by April 15, 2026 to determine the actual expenses from October 1, 2025 through March 31, 2026.~~ If there is a deficit at any time during the term of this Agreement, City will solely responsible for contribute to make up the funding that deficit. ~~If there is an overage, County will receive a credit on the next annual budget.~~

~~Commencing with Fiscal Year 2026/2027 and thereafter, County shall provide the funds necessary to provide animal control services pursuant to the budget approved by both the City and County per Section 6 a) and said funds shall be payable in equal quarterly payments on or before October 1, January 1, April 1 and July 1 of each year.~~

~~——(be)~~ Audit: City shall provide County a report by April 15, 2026 to determine the actual expenses from October 1, 2025 through March 31, 2026 as a progress report and to allow the Parties to prepare budgets for continued services in future years. At the conclusion of the term Commencing with Fiscal Year 2026/2027 and thereafter, funds of the Animal Control Department will be audited ~~annually at the end of the budget year~~ in connection with the annual audit of City to determine the actual expenses during the immediately preceding fiscal year. ~~If there is an overage, County will receive a credit on the next annual budget.~~ A copy of said audit shall be provided to County promptly upon its completion. Any funds not expended will be returned to the County minus a 10% administrative cost of the original funding amount.

7. Capital Purchases/Title to Equipment: Any capital purchases made by County in accordance with this agreement and provided to the City as ~~listed in Exhibit “BA” attached hereto~~ shall be titled in the name of the County and the City shall be responsible for the ~~maintenance~~ of said equipment.

8. Liability: The City and County each agree to be responsible for acts or omissions or conduct of its own personnel, when such personnel are engaged in activities under this Agreement, and shall remain responsible for the compensation, retirement, workers' compensation, and other benefits, if applicable to its personnel. ~~The County and City expressly decline responsibility for the acts or omissions of the personnel of the other.~~ To the extent allowed by law and subject to the provisions set forth in ~~Section~~ 768.28, Florida Statutes, each party is responsible for the negligent or wrongful acts or omissions of its own employees, agents, or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities

encompassed by this Agreement. ~~-Nothing contained within this Agreement requires either party to indemnify the other party for any losses, damages or injuries caused by or otherwise arising from the negligent or wrongful act or omission of its employees, agents or representatives. -Neither party, by execution of this Agreement, will be deemed to have waived its statutory right/defense of sovereign immunity or to have increased its limits of liability under Sec. 768.28, Florida Fla. Stat.utes, as may be amended from time to time. Each party shall retain all rights, defenses, and remedies under Florida law in the event of any claims, suits, or other disputes arising from its performance of the obligations under this Agreement. -Nothing in this Agreement shall be interpreted to create any causes of action for any third parties not a party to this Agreement.~~

Any privileges or immunities from liability, exemptions from laws, ordinances, and rules, including pensions, insurance, disability, workers' compensation, salary, overtime compensation, or compensatory time, death and other benefits that apply to the activity of an employee or volunteer when performing duties within the territorial limits of their employer shall apply to the employee or volunteer to the same degree, manner and extent while ~~-performing duties outside the territorial limits of their employer. -The provisions of this section shall apply to paid employees, part-time employees, and volunteers. -This Agreement shall not in any way constitute a waiver of any available immunity defenses or the provisions of Florida Statute 768.28.~~

9. Insurance: County will carry liability and property damage insurance for ~~-any~~ motor vehicles titled in the County's name to service the service area. ~~-Liability and property damage insurance shall be carried by the City for all equipment utilized for the service area and the expense thereof included in the annual animal control budget for the~~

~~service area~~. City shall be responsible for Workmen's Compensation Insurance- for the employees providing services under this Agreement. The provision of insurance shall not be construed as a waiver of immunity or modification of the provisions of Florida Statute 768.28.

10. Amendments: Any amendment to this Agreement shall not be effective unless it is reduced to writing and signed by authorized representatives of County and City.

12. Assignment: This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld in that party's sole discretion.

13. No ~~Third-Party~~Third-Party Beneficiaries: The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

14. Waiver: The failure of either party to insist upon strict compliance with any provision of this Agreement shall not constitute a waiver of compliance with that provision of this Agreement nor shall it constitute a waiver for any future noncompliance with any provision of this Agreement. -Waiver may only be effectuated in writing by the City or County.

15. Entire Agreement: This Agreement constitutes the entire agreement of the parties. -By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein.

16. Preparation: This Agreement has been negotiated by the County and the City and this Agreement shall not be deemed to have been prepared by either party and each of them shall be deemed to have participated equally in the preparation hereof.

17. Governing Law: This Agreement shall be interpreted and governed according to the laws of the State of Florida. Venue for all actions involving this Agreement shall be in Hendry County, Florida.

18. Severability: If any provision of this Agreement is adjudged by a court of competent jurisdiction to be invalid or unenforceable, the particular provision shall be considered severable from this Agreement and the remainder of the Agreement shall remain in effect and enforceable unless the invalid or unenforceable provision negates the purpose for which this Agreement was entered into by the parties. In the event of a change in statute, regulation or rule, or any official interpretation thereof, which materially impacts ~~the parties' respective rights~~ each party's respective rights and obligations hereunder, the parties shall cooperate in good faith to effectuate an amendment hereto reflecting and conforming to such change, unless this Agreement is otherwise terminated as provided herein.

19. Notices: Any notices hereunder shall be provided by hand delivery, certified U.S. Mail (return receipt requested) or by a nationally-recognized delivery service (with proof of delivery) to the other party in writing as follows:

COUNTY:	Hendry County Administrator	CITY:	City of LaBelle Mayor
	P.O. Box 2340		P.O. Box 458
	LaBelle, FL 33975		LaBelle, FL 33975
	Physical delivery: 640 S. Main St.		Physical delivery:
	LaBelle, Florida 33835		481 West Hickpochee Avenue

LaBelle, FL 33935

COUNTY:	Hendry County Attorney P.O. Box 2340 LaBelle, FL 33975 Physical delivery: 110 Broward Ave. LaBelle, FL 33935	CITY:	LaBelle City Attorney P.O Box 458 LaBelle, FL 33975
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All notices shall be effective upon receipt. -Each party may change its address(es) for notice by written notice in accordance with this section.

20. Effectiveness: This Agreement shall become effective upon filing with the Hendry County Clerk of the Circuit Court.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed the day and year first written above.

ATTEST: CITY OF LABELLE, FLORIDA

By: _____
Julie C. Wilkins, Mayor

~~Tiajauna Warner~~, MPA, MMC, Clerk

HENDRY COUNTY, FLORIDA

ATTEST: By: _____
Emma J. Byrd, Chair

Kimberley Barrineau, Clerk