

RESOLUTION NO 2026 - 121

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN INTERLOCAL AGREEMENT BETWEEN COLUMBIA COUNTY, FLORIDA AND THE CITY OF LAKE CITY, FLORIDA FOR ANIMAL ENFORCEMENT AND ANIMAL IMPOUNDMENT SERVICES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the health, safety, and welfare of the City of Lake City (the "City") is of paramount concern; and

WHEREAS, to insure the health, safety, and welfare of the City it is necessary for the City to provide certain services concerning animal control and impoundment; and

WHEREAS, since 2022 the City has maintained a contract with the Lake City – Columbia County Humane Society, Inc. to provide animal control services; and

WHEREAS, the term of the contract between the City and the Lake City – Columbia County Humane Society, Inc. was through September 30, 2026; and

WHEREAS, in August 2026 the City prepared and issued a request for proposals seeking proposals from vendors interested in providing animal care, animal enforcement, and animal impoundment services; and

WHEREAS, the City did not receive any responsive proposals in response to the referenced August 2026 request for proposals; and

WHEREAS, the most recent contract with the Lake City – Columbia County Humane Society, Inc. did expire on September 30, 2026; and

WHEREAS, the City has an immediate need for animal enforcement and impoundment services; and

WHEREAS, the Columbia County Board of County Commissioners (the "County") has an animal enforcement department capable of providing the City's immediate need for animal enforcement and impoundment services; and

WHEREAS, the City desires to enter into that certain Interlocal Agreement between Columbia County, Florida, and the City of Lake City, Florida for Animal Enforcement and Impoundment Services in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, the City intends the Agreement to be a short-term, six-month agreement to allow the City to determine the best means and process to provide animal enforcement and animal impoundment services in the City to insure the health, safety, and welfare of the City; and

WHEREAS, engaging the County's services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the County to provide animal enforcement and impoundment services as set forth in the Agreement is in the public or community interest and for the public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of ____, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN
COLUMBIA COUNTY, FLORIDA
AND
THE CITY OF LAKE CITY, FLORIDA
FOR ANIMAL ENFORCEMENT AND IMPOUNDMENT SERVICES**

EXHIBIT TO RESOLUTION

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**INTERLOCAL AGREEMENT
BETWEEN
COLUMBIA COUNTY, FLORIDA
AND
THE CITY OF LAKE CITY, FLORIDA
FOR ANIMAL ENFORCEMENT AND IMPOUNDMENT SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into effective October 1, 2026, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), and the **CITY OF LAKE CITY, FLORIDA**, a Florida municipality ("City"). The County and the City are each referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" (the "Act"), 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 that will best accord with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the County and the City are each a "public agency" as defined in Section 163.01(3)(b), Florida Statutes, and are authorized by Section 163.01(4), Florida Statutes, to exercise jointly with any other public agency of the State any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the County is authorized by Section 125.01, Florida Statutes, and the City is authorized by Article VIII, Section 2 of the Florida Constitution and Section 166.021, Florida Statutes, to provide for the health, safety, and welfare of their respective residents, including the control of animals; and

WHEREAS, Chapter 828, Florida Statutes, governs animal cruelty and the custody of animals found in distress and, in Section 828.27, authorizes counties and municipalities to employ animal control officers and to enforce animal control and cruelty ordinances by citation; Chapter 767, Florida Statutes, governs damage by dogs and dangerous dogs; Chapter 823, Florida Statutes, governs public nuisances, including the release of dogs and cats from animal shelters and animal control agencies; and Section 705.19, Florida Statutes, provides a procedure by which an animal abandoned at a licensed veterinarian or boarding kennel may be turned over to a humane society or dog pound; and

WHEREAS, the County, through its Animal Enforcement Department, operates an animal enforcement program and animal holding facilities, and employs trained animal enforcement officers; and

WHEREAS, the City desires to obtain animal enforcement and impoundment services

from the County within the corporate limits of the City, and the County is willing to provide such services pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties desire to establish an orderly process under which the County will take custody of animals abandoned at licensed veterinarians and boarding kennels within the City pursuant to Section 705.19, Florida Statutes, and of animals held by law enforcement agencies and other third parties; and

WHEREAS, the governing bodies of the County and the City have each determined that entering into this Agreement serves a valid public purpose and is in the best interests of their respective residents; now, therefore,

IN CONSIDERATION of the mutual covenants, promises, and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS; DEFINITIONS

1.01 Recitals.

The foregoing recitals are incorporated into this Agreement as material terms hereof, as if fully recited and set forth herein.

1.02 Definitions.

As used in this Agreement, the following terms have the meanings set forth below:

- (a) "Animal Enforcement" means the Animal Enforcement Department of the County being responsible for animal control, enforcement, and impoundment.
- (b) "Animal Enforcement Officer" or "Officer" means a County employee assigned by Animal Enforcement to perform services arising from this Agreement who has completed the training required by Section 828.27(4)(a), Florida Statutes.
- (c) "City Limits" means the incorporated municipal boundaries of the City of Lake City, Florida, as they exist from time to time during the Emergency Term and the Full Term.
- (d) "City Representative" means the City Manager or the City Manager's written designee.
- (e) "County Facility" means any animal holding, sheltering, or impoundment facility owned, operated, or used under contract by the County, including a "dog pound" as such term may appear in Florida Law.
- (f) "County Representative" means the County Manager or the Assistant County Manager.
- (g) "Emergency Cat Intake" means the intake of a cat under the circumstances described in Paragraph 4.05.

- (h) "Legal Hold Period" means the period during which an impounded animal must be held to allow the owner to reclaim it, or to comply with a quarantine, investigation, court order, or other legal requirement, as established by applicable state law, rule, court order, or City ordinance.
- (i) "Service Provider" has the meaning set forth in Paragraph 5.01 (licensed veterinarians and bona fide boarding kennels).

SECTION 2. PURPOSE AND AUTHORITY

2.01 Purpose.

The purpose of this Agreement is to provide for the County to furnish animal enforcement and impoundment services within the City Limits, including the taking of custody of animals from Service Providers, in exchange for the compensation set forth herein.

2.02 Authority.

This Agreement is entered into pursuant to the Act and Sections 125.01 and 166.021, Florida Statutes. The County shall provide the services set forth in this Agreement pursuant to Section 705.19, Florida Statutes; Chapter 767, Florida Statutes; Chapter 823, Florida Statutes; and Chapter 828, Florida Statutes, together with applicable County and City ordinances.

2.03 No Separate Legal Entity.

This Agreement does not create a separate legal or administrative entity. The Parties shall administer this Agreement through the County Representative and the City Representative. No real or personal property shall be jointly acquired, held, or disposed of pursuant to this Agreement; each Party shall retain ownership of its own property, equipment, and facilities.

SECTION 3. TERM

3.01 Effective Date.

In accordance with Section 163.01(11), Florida Statutes, this Agreement shall take effect upon its execution by both Parties and its filing with the Clerk of the Circuit Court of Columbia County, Florida (the "Effective Date"). The County shall be responsible for filing this Agreement.

3.02 Term.

This Agreement shall remain in effect for a period of one hundred eighty (180) consecutive calendar days, beginning on the Effective Date and ending at 11:59 p.m. on the one hundred eightieth (180th) day thereafter (the "Term"), unless terminated earlier in accordance with Section 11.

3.03 Extension.

The Full Term may be extended only by a written amendment approved by the governing bodies of both Parties (or their authorized designees) and filed in the same manner as this Agreement. Nothing in this Agreement obligates either Party to extend the Full Term.

3.04 Animals in Custody at Expiration.

Upon expiration or termination of this Agreement, the County shall continue to hold and care for any animal taken into custody from the City Limits pursuant to this Agreement until the animal is reclaimed by its owner, transferred to rescue, or otherwise lawfully disposed of, or until the City arranges for the transfer of such animal to another provider, whichever occurs first. The City shall pay all charges pursuant to Section 7 for such animals until final disposition or transfer, and this Paragraph shall survive expiration or termination.

SECTION 4. SCOPE OF SERVICES

4.01 Animal Enforcement Officer.

The County shall assign one (1) Animal Enforcement Officer to provide services within the City Limits seven (7) days per week, including holidays, during the County's regular Animal Enforcement service hours, 7:00 AM to 5:00 PM. The County shall determine the Officer's schedule, assignment, and deployment and may assign a substitute Officer to cover leave, vacancies, or other absences. The daily rate includes holidays pursuant to Paragraph 7.01.

4.02 Enforcement of State Law and Ordinances.

The County shall enforce, within the City Limits, all applicable state laws and City animal ordinances, **except for licensing**, including Section 705.19 and Chapters 767, 823, and 828, Florida Statutes. Enforcement shall include, without limitation:

- (a) animal cruelty, confinement, abandonment, and animal fighting provisions of Chapter 828, Florida Statutes, including Sections 828.12, 828.13, and 828.122;
- (b) the taking of custody of animals found to be neglected or cruelly treated pursuant to Section 828.073, Florida Statutes;
- (c) the investigation and classification of dangerous dogs and the handling of dogs that have bitten, attacked, or injured persons or domestic animals pursuant to Chapter 767, Florida Statutes;
- (d) rabies vaccination requirements of Section 828.30, Florida Statutes, and bite reporting and quarantine requirements administered in cooperation with the Florida Department of Health in Columbia County;
- (e) the capture and impoundment of stray, at-large, injured, or dangerous domestic animals; and

- (f) the issuance of citations pursuant to Section 828.27, Florida Statutes, and applicable City ordinances. Civil penalties collected for violations of City ordinances shall be remitted to the City, less any amounts required to be allocated pursuant to Section 828.27(4)(b), Florida Statutes.

4.03 Licensing Excluded.

If applicable, the County shall not be responsible for the issuance of City animal licenses or registrations, the collection of City license fees, or the enforcement of City animal licensing or registration requirements, all of which shall remain the responsibility of the City.

4.04 Designation of Officers; Conflicting Ordinances.

Prior to or concurrent with the Effective Date, the City shall adopt such resolution or ordinance as may be necessary to authorize Animal Enforcement Officers to enforce the City's animal ordinances and to issue citations pursuant to the City's ordinance adopted pursuant to Section 828.27, Florida Statutes. The City shall promptly provide the County with copies of its current animal ordinances and any amendments adopted during the Full Term.

4.05 Cats.

The County shall take custody of cats only in emergencies, which are limited to: (a) the death of the owner; (b) the arrest or incapacitation of the owner leaving the cat without care; and (c) when required by state law, including, without limitation, the seizure of an animal pursuant to Section 828.073, Florida Statutes, or a bite quarantine or rabies control action. Except as provided in this Paragraph, the County shall have no obligation to respond to, trap, impound, or house cats.

4.06 Impoundment and Care.

Each animal taken into custody from the City Limits pursuant to this Agreement shall be housed at a County Facility and shall receive care, food, water, and shelter in accordance with applicable law and County policy. The City shall pay the daily care rate set forth in Paragraph 7.01 for each such animal for each day, or portion of a day, that the animal is in County custody.

4.07 Veterinary Services.

All animals taken into custody pursuant to this Agreement shall be seen by the County-contracted veterinarian. The City shall be responsible for all medical fees and all medications prescribed for such animals, which shall be billed to the City at the actual cost charged to the County, without markup. The County may authorize emergency veterinary treatment necessary to relieve pain or suffering or to protect public health without prior approval of the City. For non-emergency treatment estimated to exceed

\$100 per animal, the County shall notify the City Representative before treatment is rendered.

4.08 Legal Hold; Transfer to Rescue.

Each animal not claimed by its owner shall be held for the applicable Legal Hold Period. Upon expiration of the Legal Hold Period, the County shall dispose of such animal pursuant to Section 14-55 of the City of Lake City Code of Ordinances, and the City shall pay any applicable transfer rate set forth in Paragraph 7.01 for each animal so transferred. The County shall comply with Chapter 823, Florida Statutes, including Section 823.15. Nothing herein shall prevent the County from humanely euthanizing an animal when necessary to relieve untreatable suffering, when required by law or court order, or when an animal poses a serious threat to public safety, in accordance with Sections 828.058 and 828.065, Florida Statutes; the County shall notify the City Representative of any such action in its weekly report.

4.09 Return to Owner.

Animals reclaimed by their owners shall be released in accordance with the County's return-to-owner policies in effect at the time of reclaim, including proof of ownership, proof of rabies vaccination where required, and payment of applicable fees. Any boarding or veterinary charges recovered from an owner for an animal for which the City has been or will be invoiced shall be credited against the City's next invoice.

4.10 After-Hours Calls.

Calls received outside the County's regular Animal Enforcement service hours shall be handled by the County's on-call Animal Enforcement Officer. All calls, during and after regular service hours, shall be routed through the combined dispatch center serving the County and the City. After-hours calls shall be responded to only if they meet the County's after-hours call-out criteria, which are: (a) animal bites; (b) injured animals; and (c) requests for assistance from a law enforcement officer. After-hours response is included in the daily rate set forth in Paragraph 7.01. Calls not meeting these criteria shall be addressed during the next regular service period.

4.11 Services Not Provided.

The County does not provide, and nothing in this Agreement obligates the County to provide: (a) adoption services; (b) public vaccination clinics; (c) animal licensing, as provided in Paragraph 4.03; (d) services for cats except Emergency Cat Intake; or (e) wildlife or livestock services, which shall be referred to the Florida Fish and Wildlife Conservation Commission or other appropriate agency.

4.12 Standard of Performance.

The County shall perform the services set forth in this Agreement in a professional

manner consistent with applicable law and the same standards and policies the County applies to animal enforcement in the unincorporated areas of the County.

SECTION 5. TAKING CUSTODY OF ANIMALS FROM SERVICE PROVIDERS

5.01 Service Provider Defined.

"Service Provider" means a licensed veterinarian or a bona fide boarding kennel that is located within the City Limits or that has received an animal whose owner resides within the City Limits and that has custody of an animal placed with it by the animal's owner or the owner's agent for treatment, boarding, or other care.

5.02 Custody of Abandoned Animals Pursuant to Section 705.19, Florida Statutes.

The County Facility shall serve as a "dog pound" as that term is used in and for purposes of Section 705.19, Florida Statutes, for animals abandoned at Service Providers. Subject to Paragraphs 4.05 and 4.11 and this Section 5, the County shall take custody of an animal from a Service Provider when the animal has been abandoned by its owner or the owner's agent for a period of more than ten (10) days after the Service Provider gave written notice to the owner or the owner's agent at his or her last known address, as provided in Section 705.19(1), Florida Statutes. As used in this Section, "abandoned" has the meaning given in Section 705.19(3), Florida Statutes.

5.03 Conditions of Acceptance.

Before the County takes custody of an animal pursuant to Paragraph 5.02, the Service Provider shall deliver to Animal Enforcement:

- (a) a copy of the written notice given to the owner or the owner's agent, and proof of the date and manner of delivery (such as a certified mail receipt, return receipt, or tracking record) showing that the notice was sent to the owner's or agent's last known address;
- (b) a completed and signed Transfer of Custody Form substantially in the form of **Exhibit B**, in which the Service Provider certifies that more than ten (10) days have elapsed since notice was given and that the owner or agent has not reclaimed the animal or made arrangements for its care;
- (c) the name, address, and contact information of the owner and any agent, and the date the animal was placed with the Service Provider;
- (d) microchip scan results, tags, and other identification;
- (e) rabies vaccination, medical, and treatment records, including a description of any condition under current treatment and medications administered or prescribed; and
- (f) any bite history, behavioral notes, or safety warnings relevant to handling the animal.

The County may decline to take custody of an animal until the Service Provider has

delivered the items required by this Paragraph. The County shall not be obligated to take custody of a cat pursuant to this Section except as provided in Paragraph 4.05.

5.04 Request and Scheduling.

A Service Provider seeking to transfer an abandoned animal shall contact Animal Enforcement during regular service hours. Animal Enforcement shall schedule the transfer within two (2) business days after receiving the items required by Paragraph 5.03, subject to County Facility capacity. Transfers shall occur at the County Facility or, at the County's option, at the Service Provider's location. Transfers pursuant to this Section are not after-hours calls as set forth in Paragraph 4.10.

5.05 Inspection at Transfer.

The receiving Officer shall examine each animal at the time of transfer and document its condition, and may photograph the animal. The County may require that an animal showing signs of contagious disease, serious injury, or illness be evaluated by the County-contracted veterinarian before it is placed in the general population of the County Facility. If the Officer observes evidence that an animal has been neglected or cruelly treated, the Officer may take such action as is authorized by Chapter 828, Florida Statutes.

5.06 Commencement of County Custody; Allocation of Responsibility.

The County's custody of, and responsibility for, an animal shall commence upon the receiving Officer's signature on the Transfer of Custody Form. The County shall not be responsible for the care or condition of an animal, or for any act or omission of a Service Provider, occurring before that time. The County shall not be responsible for any charges owed to the Service Provider by the owner or the owner's agent for treatment, boarding, or care, and neither the County nor the City shall pay such charges. The Parties acknowledge that, pursuant to Section 705.19(2), Florida Statutes, the giving of the required notice relieves the Service Provider and any custodian to whom the animal is given of further liability for disposal of the animal.

5.07 Disposition.

Pursuant to Section 705.19(3), Florida Statutes, abandonment constitutes the relinquishment of all rights and claims of the owner to the animal. Accordingly, an animal received pursuant to Paragraph 5.02 shall not be subject to a stray Legal Hold Period, and the County may dispose of it as the County deems proper and consistent with Chapters 823 and 828, Florida Statutes, once any required veterinary evaluation is complete. If the owner or agent comes forward before disposition, the County may, but is not required to, release the animal to the owner upon payment of all charges pursuant to Section 7 and applicable County fees, which shall be credited to the City.

5.08 Charges.

Animals received from a Service Provider pursuant to this Section shall be subject to the charges in Paragraph 7.01, including the daily care rate beginning on the date of County intake, veterinary charges, and the rescue transfer rate, which shall be paid by the City. No separate transfer or transport fee shall be charged.

5.09 Other Third-Party Transfers.

The County shall also take custody of an animal from the Lake City Police Department or another law enforcement agency in connection with the arrest, death, or incapacitation of the animal's owner, or the seizure of the animal pursuant to Section 828.073, Florida Statutes, and when otherwise required by state law or court order. Paragraphs 5.05 and 5.06 shall apply to such transfers, and the transferring agency shall provide the records described in Paragraph 5.03(c) through (f), together with any case number, evidence log, chain-of-custody record, and court order. Such animals shall be held for the applicable Legal Hold Period.

5.10 Animals Subject to Quarantine, Investigation, or Court Proceedings.

When an animal received pursuant to this Section is subject to a bite quarantine, a dangerous dog investigation pursuant to Chapter 767, Florida Statutes, a custody proceeding pursuant to Section 828.073, Florida Statutes, or a criminal investigation or prosecution:

- (a) the County shall maintain chain of custody from the time of transfer;
- (b) the County shall hold the animal for the full period required by law, rule, or court order, and the daily care rate and veterinary charges shall continue to accrue to the City for that period;
- (c) the Parties shall cooperate with each other, the Florida Department of Health, the State Attorney, and the court, including by making the Officer and records available for hearings; and
- (d) the Parties shall cooperate in seeking recovery from the owner of the costs of care, including those costs incurred pursuant to Section 828.073, Florida Statutes, and any amounts recovered for charges paid by the City shall be credited to the City.

5.11 Transition of Animals Held by a Prior Provider.

Within five (5) business days after the Effective Date, the City shall deliver to Animal Enforcement a written inventory of all animals from the City Limits held by any animal control contractor or shelter that provided services to the City before the Effective Date, with the records described in Paragraph 5.03(c) through (f) for each animal. The County shall accept such animals in phases as County Facility capacity reasonably permits, and Paragraphs 5.05 and 5.06 shall apply to each transfer.

5.12 Notice to Service Providers.

Within ten (10) days after the Effective Date, the City shall notify licensed veterinarians and boarding kennels located within the City Limits of the procedure established by this Section 5. The County may provide a copy of Exhibit B for that purpose.

SECTION 6. SUPERVISION, COMMUNICATION, AND REPORTING

6.01 Supervision.

All Animal Enforcement Officers and other County personnel performing services arising from this Agreement shall remain employees of the County and shall be under the sole supervision, direction, and control of the County. Animal Enforcement shall report only to the Assistant County Manager and the County Manager. City officials and employees shall not direct, supervise, or assign work to County personnel except on such occasions as an Animal Enforcement Officer may be responding at the request of City emergency services personnel to an active incident where City law enforcement or fire personnel are in command of such incident scene.

6.02 Communication.

Requests, concerns, and complaints from the City regarding the services arising from this Agreement shall be directed by the City Representative to the County Representative. Routine service calls shall be placed through the combined dispatch center as provided in Paragraph 4.10.

6.03 Weekly Report.

Animal Enforcement shall provide the City Representative with a weekly written report stating, at a minimum, (a) the number of cases handled within the City Limits and (b) the number of animals from the City Limits sent to rescue animals impounded, animals received from Service Providers, animals returned to owners, animals remaining in custody, and veterinary charges incurred.

6.04 Records.

The County shall maintain records of all calls, cases, citations, impoundments, transfers, and dispositions relating to the City Limits in accordance with applicable records retention schedules and shall make such records available to the City upon reasonable request, subject to Chapter 119, Florida Statutes.

SECTION 7. COMPENSATION AND PAYMENT

7.01 Rates.

The City shall pay the County for services arising from this Agreement at the following rates, which are also set forth in **Exhibit A**:

- (a) **Animal Enforcement Officer:** \$240.00 per day, seven (7) days per week, including holidays, for each day of the Full Term;
- (b) **Animal care:** \$20.00 per animal per day for each animal taken from the City Limits and housed at a County Facility;
- (c) **Rescue transfer:** \$300.00 per animal for each animal not claimed by its owner and sent to rescue after the Legal Hold Period;
- (d) **Veterinary services:** all medical fees and prescribed medications at actual cost, as provided in Paragraph 4.07; and
- (e) **Other fees:** all other fees at the rates approved by the Columbia County Board of County Commissioners, as provided in Paragraph 7.02.

7.02 Other Fees.

All fees not specifically set forth in Paragraph 7.01 shall remain at the rates approved by the Columbia County Board of County Commissioners, as amended from time to time. A copy of the current fee schedule is attached as **Exhibit C**. The County shall give the City Representative written notice of any amendment to the fee schedule that affects charges to the City.

7.03 Invoices.

The County shall invoice the City monthly in arrears. Each invoice shall itemize the number of Officer days, the number of animal care days by animal, the number of rescue transfers, veterinary charges with supporting documentation, other fees, and any credits due to the City.

7.04 Payment.

The City shall pay each undisputed invoice within thirty (30) days after receipt. If the City disputes any portion of an invoice, it shall pay the undisputed portion and notify the County Representative in writing of the disputed amount and the basis for the dispute within fifteen (15) days after receipt, and the Parties shall resolve the dispute pursuant to Section 13.

7.05 Appropriation.

The City's payment obligations pursuant to this Agreement are subject to the annual appropriation of funds by the City Council for each fiscal year in which Contract shall be effective. The City represents that it has budgeted or will budget sufficient funds to pay the anticipated charges arising from this Agreement. For budgeting purposes only, the Officer charge for the 180-day period comprising the Full Term is \$43,200.00, exclusive of animal care, rescue transfer, veterinary, and other charges, which will vary with use.

SECTION 8. LIABILITY AND INSURANCE

8.01 Responsibility for Own Acts.

Each Party shall be responsible for the negligent or wrongful acts or omissions of its own officers, employees, and agents, to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

8.02 Sovereign Immunity.

Nothing in this Agreement shall be construed as a waiver by either Party of its sovereign immunity, or of the limits of liability set forth in Section 768.28, Florida Statutes, or as consent by either Party to be sued by third parties. Nothing in this Agreement shall be construed as an agreement by either Party to indemnify the other or to assume liability for the acts or omissions of the other or of any third party, including any Service Provider.

8.03 Insurance.

Each Party shall maintain, throughout the Full Term, general liability, automobile liability, and workers' compensation coverage, through commercial insurance or a self-insurance program, in amounts sufficient to cover its obligations arising from this Agreement and applicable law.

8.04 Privileges and Immunities.

Pursuant to Section 163.01(9)(a), Florida Statutes, all privileges and immunities from liability, exemptions from laws, ordinances, and rules, and all pension, relief, disability, workers' compensation, and other benefits that apply to County officers and employees when performing their duties within the territorial limits of the County shall apply to them to the same degree and extent while performing their duties pursuant to this Agreement within the City Limits.

SECTION 9. COMPLIANCE WITH LAW

Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations in performing its obligations pursuant to this Agreement.

SECTION 10. PUBLIC RECORDS

Each Party shall comply with Chapter 119, Florida Statutes, with respect to public records created or received in connection with this Agreement. Each Party shall be responsible for responding to public records requests directed to it, and shall promptly forward to the other Party any request for records that are in the custody of the other Party.

SECTION 11. TERMINATION

11.01 Termination for Convenience.

Either Party may terminate this Agreement for any reason upon sixty (60) days' prior written notice to the other Party.

11.02 Termination for Cause.

Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within twenty (20) days after receiving written notice specifying the breach, or, if the breach cannot reasonably be cured within that period, fails to begin a cure within that period and diligently pursue it to completion.

11.03 Effect of Termination.

Upon expiration or termination, the City shall pay the County for all services rendered through the date of expiration or termination, together with all charges for animals remaining in County custody as provided in Paragraph 3.04. Within ten (10) days after expiration or termination, the County shall provide the City with an inventory of all animals from the City Limits then in County custody.

SECTION 12. NOTICES

All notices arising from this Agreement shall be in writing and shall be delivered by hand, by certified mail (return receipt requested), or by nationally recognized overnight courier, with a courtesy copy by e-mail, to the following addresses, or to such other address as a Party may designate by notice:

If to the County:	If to the City:
Columbia County, Florida Attn: County Manager P.O. Box 1529 Lake City, Florida 32056-1529 E-mail: DKraus@ColumbiaCountyFla.com With a copy to: Columbia County – County Attorney P.O. Box 550 Lake City, Florida 32056 Email: JForeman@ColumbiaCountyFla.com	City of Lake City, Florida Attn: City Manager 205 North Marion Avenue Lake City, Florida 32055 E-mail: RosenthaD@LCFla.com With a copy to: Lake City – City Attorney 205 North Marion Avenue Lake City, Florida 32055 Email: MartinC@LCFla.com

Notice shall be effective upon receipt or refusal of delivery.

SECTION 13. DISPUTE RESOLUTION

The Parties shall first attempt to resolve any dispute arising from this Agreement through good-faith discussions between the County Representative and the City Representative. Any dispute not so resolved shall be subject to the procedures of the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes, before either Party files suit, except where emergency injunctive relief is necessary to protect public health or safety or animal welfare.

SECTION 14. GENERAL PROVISIONS

14.01 Independent Parties.

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have authority to bind the other except as expressly provided herein.

14.02 No Third-Party Beneficiaries.

This Agreement is solely for the benefit of the Parties. No Service Provider, animal owner, or other person shall have any right or claim arising from this Agreement.

14.03 Assignment.

Neither Party may assign or delegate its rights or obligations arising from this Agreement without the prior written consent of the other Party, except that the County may use its contracted veterinarian, rescue organizations, and holding facilities as provided herein.

14.04 Amendment.

This Agreement may be amended only by a written instrument executed by both Parties with the same formality as this Agreement and filed in accordance with Section 163.01(11), Florida Statutes.

14.05 Entire Agreement.

This Agreement, including its Exhibits, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, proposals, term sheets, and understandings, whether written or oral.

14.06 Severability.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, provided the essential purpose of this Agreement is not defeated.

14.07 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Florida. Venue for any action

arising from this Agreement shall lie exclusively in the state courts located in Columbia County, Florida.

14.08 Waiver.

The failure of either Party to insist on strict performance of any provision of this Agreement shall not be construed as a waiver of that provision or of any other provision.

14.09 Joint Preparation.

This Agreement has been negotiated and prepared jointly by the Parties and shall not be construed more strictly against either Party.

14.10 Headings.

Headings are for convenience only and shall not affect the interpretation of this Agreement.

14.11 Survival.

Paragraphs 3.04, 5.06, 5.07, 5.10, 7.03, 7.04, and 11.03 and Sections 8, 10, and 13 shall survive the expiration or termination of this Agreement.

14.12 Counterparts; Electronic Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures shall be deemed originals to the extent permitted by Chapter 668, Florida Statutes.

14.13 Authority.

Each Party represents that this Agreement has been approved by its governing body and that the individual executing this Agreement on its behalf is duly authorized to do so.

14.14 Exhibits.

The following Exhibits are attached and incorporated into this Agreement: Exhibit A (Rate Schedule); Exhibit B (Transfer of Custody Form); and Exhibit C (Columbia County Animal Enforcement Fee Schedule).

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

COLUMBIA COUNTY, FLORIDA

ATTEST:

James M. Swisher, Jr.,
Clerk of the Circuit Court
and Ex Officio Clerk to the Board
of County Commissioners

Approved as to form and legal sufficiency:

Joel Foreman, County Attorney

BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA

By: _____
Tim Murphy, Chair
Date: _____

CITY OF LAKE CITY, FLORIDA

ATTEST:

Audrey E. Sikes, City Clerk

Approved as to form and legal sufficiency:

Clay Martin, City Attorney

CITY OF LAKE CITY, FLORIDA

By: _____
Noah E. Walker, Mayor
Date: _____

EXHIBIT A
RATE SCHEDULE

Service	Rate	Notes
Animal Enforcement Officer (one Officer)	\$240.00 per day	Seven days per week, including holidays. Includes after-hours on-call response meeting call-out criteria. 180-day Full Term total: \$43,200.00.
Animal care (County Facility)	\$20.00 per animal per day	Each animal taken from the City Limits and housed at a County Facility, including animals received from Service Providers and animals under legal hold.
Transfer to rescue	\$300.00 per animal	Each animal not claimed by its owner after the Legal Hold Period.
Veterinary services	Actual cost	All animals are seen by the County- contracted veterinarian. City pays all medical fees and prescribed medications.
All other fees	Per BOCC fee schedule	At rates approved by the Columbia County Board of County Commissioners (Exhibit C), as amended.

EXHIBIT B

TRANSFER OF CUSTODY FORM

Abandoned Animal — Section 705.19, Florida Statutes — City of Lake City

Section 1 — Service Provider	
Name of licensed veterinarian or boarding kennel	
Type: ☐ Licensed veterinarian (license no. _____) ☐ Bona fide boarding kennel	
Address and phone	
Authorized representative (print)	

Section 2 — Owner and Notice	
Owner / agent name, last known address, phone	
Date animal placed with Service Provider; purpose (treatment / boarding / other care)	
Date written notice given; method (certified mail, etc.); tracking no.	
Number of days elapsed since notice (must be more than 10)	
Any response from owner or agent?	

Section 3 — Animal	
Species / breed / sex / color / approximate age	
Name / microchip no. / tag no.	
Rabies vaccination status	
Current conditions, treatment, and medications	
Bite history, behavior, or handling warnings	
If a cat: emergency basis under Section 4.5	

Section 4 — Records Delivered (check all)	
Records	☐ Copy of written notice ☐ Proof of delivery or mailing ☐ Intake / boarding agreement ☐ Medical records ☐ Vaccination certificate ☐ Other: _____

Section 5 — Condition at Transfer (County Officer)	
Observed condition	
Photographs taken? / Veterinary evaluation required?	
County impound / animal ID no.	

The undersigned Service Provider certifies that the animal described above was placed in its custody by the owner or the owner's agent for treatment, boarding, or other care; that written notice was given to the owner or agent at his or her last known address on the date stated above;

that more than ten (10) days have elapsed since that notice without the owner or agent reclaiming the animal; and that the animal has been abandoned within the meaning of Section 705.19, Florida Statutes. The Service Provider transfers custody of the animal to Columbia County Animal Enforcement and certifies that the information and records provided are true and complete. County custody begins upon the County Officer's signature below.

Service Provider	Columbia County Animal Enforcement
Signature: _____ Printed name: _____ Date / time: _____	Signature: _____ Officer name / ID: _____ Date / time: _____

EXHIBIT C

COLUMBIA COUNTY ANIMAL ENFORCEMENT FEE SCHEDULE

Type	Item Name	Price
Fees / Fines	10 Bite Quarantine- ACO p/u	\$250.00
Fees / Fines	10 Bite Quarantine, no p/u	\$200.00
Fees / Fines	BITE QUARANTINE	Variable
Fees / Fines	Daily Boarding	\$20.00
Fees / Fines	Dangerous Dog (as Provided by FL. St. Stat.) (CO 18.75.1)	\$500.00
Fees / Fines	Dumping Animals (CO 18.85)	\$50.00
Fees / Fines	Female Dog/Cat In Heat (CO 18.86)	\$50.00
Fees / Fines	Interference with Animal Control Officer (CO 18.88)	\$100.00
Fees / Fines	Nuisance Animal (CO 18-75)	\$50.00
Fees / Fines	Rabies Violation (CO 18-79)	\$50.00
Fees / Fines	Surcharge Each Violation Fl. St. Statute	\$5.00
Fees / Fines	Surrender of Animal for Quarantine or Destruction (CO 18-83)	\$100.00
Fees / Fines	Surrender of Carcass of Rabid Animal (CO 18-84)	\$100.00
Medications	Misc. Vaccines (DAPP/Bord)	\$5.00
Medications	Rabies (1-year)	\$25.00
Services	ACO p/u after hours first incident	\$100.00
Services	ACO p/u- after hours all subsequent incidents after first	\$150.00
Services	ACO Pick-up- first incident	\$50.00
Services	ACO Pick-up- second incident	\$100.00
Services	ACO Pick-up- third incident	\$150.00
Services	Owner Surrender- NOT vaccinated	\$100.00
Services	Owner Surrender- Vaccinated	\$70.00