

CITY COUNCIL RESOLUTION NO.: 2022-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE AGREEMENT FOR ANIMAL CONTROL AND ANIMAL CARE SERVICES WITH THE LAKE CITY – COLUMBIA COUNTY HUMANE SOCIETY, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to engage the Lake City – Columbia County Humane Society, Inc. (hereinafter the “Humane Society”) to perform animal control and animal care services for and on behalf of the City; and

WHEREAS, the Humane Society provides animal control and animal care services, including adoptions, to lost and abandoned animals throughout Lake City and Columbia County; and

WHEREAS, the City and the Humane Society desire to memorialize their respective responsibilities in the attached *Agreement for Animal Control and Animal Care Services* (hereinafter the “Agreement”); and

WHEREAS, the City Council finds that it is in the best interests of the City and its citizens to enter into the Agreement with the Humane Society pursuant to and in accordance with the terms, provisions, conditions, and requirements of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver the Agreement in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and the Humane Society shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of September 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

AGREEMENT FOR ANIMAL CONTROL AND ANIMAL CARE SERVICES

THIS AGREEMENT FOR ANIMAL CONTROL AND ANIMAL CARE SERVICES is entered into this ____ day of _____, 2022, by and between **CITY OF LAKE CITY**, a municipal Corporation of the State of Florida, whose mailing address is 205 North Marion Street, Lake City, Florida 32055, (herein “City”), and the **LAKE CITY-COLUMBIA COUNTY HUMANE SOCIETY, INC.**, a Florida nonprofit corporation, whose mailing address is 1392 NW Shelter Glen, Lake City, Florida 32055, (herein “Contractor”).

RECITALS

WHEREAS, City desires to engage Contractor to perform animal control and animal care services for and on behalf of the City under the terms of this Agreement;

WHEREAS, Contractor is a humane society providing animal control and animal care services, including adoptions, to lost and abandoned animals throughout Lake City and Columbia County;

WHEREAS, City has enacted Ordinances relating to the regulation and control of animals within the City;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, City and Contractor agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and accepted by the parties.
2. **Term**. The term of this contract shall be effective as of September 1, 2022 and shall continue for two (2 years) until August 31, 2024, unless terminated as provided herein. This contract may be terminated by either party with or without cause.
3. **Services Provided**.
 - a. **Animal Control Services**. Contractor shall provide reasonable animal control services for and on behalf of the City, during the term of this contract. All services shall be provided in accordance with and subject to Florida Statutes and the City’s Ordinances as may be amended from time to time, and other applicable local, state and federal laws, regulations and rules.
 - b. **Animal Care Services**. Contractor provides animal care services to lost and abandoned domestic animals throughout the City. The City recognizes the public importance of making animal care services available to the people of the City, and the Contractor agrees to continue providing this public service for the citizens of the City as further performance of this Agreement. For purposes of this Agreement, Animal Care Services shall include providing for the adoption of lost or abandoned domestic animals; the provision of necessary veterinary care (including immunization and spay/neutering); housing and feeding all non-

Animal Control animals in the custody of the Contractor; transporting animals in the non-Animal Control in the custody of the Contractor; and providing salary and benefits to those employees of the Contractor charged with providing care to animals.

4. **Compensation.** For Contractor's performance of this Agreement City shall pay to Contractor:
 - a. **Animal Control Services.** The City shall pay \$11,500 per month beginning with the month of September 2022 and ending with the month of August 2024 for provision of all Animal Control Services by the Contractor to the City. Animal Control Services are further described on Exhibit "A" attached hereto. In the event this contract is terminated, the monthly amount shall be prorated as of the effective date of termination. Contractor shall be responsible for all salaries, wages, costs, and expenses incurred by or through Contractor in the performance of its obligations herein described. Nothing herein shall prevent the Contractor from requesting additional upward adjustments as may be required by increases in operating costs, including but not limited to increases in minimum wages, energy costs, and insurance incurred by the Contractor in fulfillment of this Agreement.
 - b. **Animal Care Services.** The City shall pay \$3,500 per month beginning with the month of September 2022 and ending with the month of August 2024 for provision of all Animal Care Services by the Contractor to the City.
5. **Independent Contractor.** The Contractor's relationship to the City shall be that of an independent contractor. Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the City.

All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state or local law to perform such services. All personnel of Contractor shall be properly trained and supervised in accordance with the requirements of Section 828.27, Florida Statutes, and other applicable local, state and federal laws, regulations and rules. Any person employed by Contractor as an animal control officer as defined by Section 828.27(1)(b), Florida Statutes, shall meet the training requirements and be certified as required by Section 828.27(4)(a), Florida Statutes.

It is the intent of the parties hereto that, for purposes of any defense of sovereign immunity, that the Contractor is acting as an agency or instrumentality of the City as defined in Fla. Stat. Sec. 768.28 for purposes of provision of Animal Control services within the jurisdictional limits of the City of Lake City, Florida, and, as such, shall be entitled to assert that defense to the same extent as the City. This provision shall not be construed as creating any indemnity obligations among or between the parties other than

as provided herein.

6. **Subcontracting.** None of the services Contractor is required to provide the City under the terms of this contract may be subcontracted without the prior written consent of the City.
7. **Insurance.**
 - a. Contractor shall maintain during the term of this contract standard commercial liability insurance in an amount no less than One Million Dollars per occurrence to protect Contractor from claims for damages for bodily injury, including wrongful death, as well as for claims of property damages which may arise from any operations or services provided under this contract, whether such actions be by the Contractor or by anyone directly employed by or contracting with the Contractor.
 - b. Contractor shall maintain during the term of this contract comprehensive automobile liability insurance in an amount no less than One Million Dollars combined single limit for bodily injury and property damage liability to protect Contractor from claims for damages or bodily injury, including the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.
 - c. Contractor shall maintain during the term of this contract adequate workers' compensation insurance in at least such amounts as are required by the law for all its employees as required by and pursuant to Florida Statutes, Chapter 440.
 - d. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish certificates of insurance to the City prior to the commencement of operation. All insurance to be maintained by Contractor shall specifically include the City as an "additional insured" for the vicarious liability resulting from the conduct of the Contractor and others employed or utilized by the Contractor in the performance of the services. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this contract.
8. **Indemnification.** The Contractor shall defend, indemnify and hold harmless the City, its agents, employees, elected officers and representatives from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. This paragraph shall survive the termination of this contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. Notwithstanding anything else in this contract to the contrary, nothing in this contract shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the

City.

9. **Nondiscrimination**. The Contractor agrees that it will not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all federal and state laws regarding nondiscrimination. Any violation of such provision shall constitute a material breach of this contract.
10. **Enforcement Fees and Costs**. If any legal action or other proceeding is brought for the enforcement of this contract, or because of alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees, court costs, and all reasonable expense even if not taxable by the Court as court costs (including, without limitation, all reasonable fees, costs and expenses incident to appeals), incurred in that action or proceeding in addition to any other relief by which such party or parties may be entitled.
11. **Controlling Law**. This contract is to be governed by the laws of the State of Florida and sole and exclusive venue for any legal action shall be the state courts of Columbia County, Florida. Each party waives its right to any other venue.
12. **Amendment**. This contract constitutes the entire agreement between the City and Contractor, and all negotiations and oral understandings between the parties are merged herein. This contract may be supplemented and/or amended only by a written document executed by both the City and Contractor.
13. **Non-assignability**. Neither party shall assign any rights or delegate any duties arising under this contract without prior written consent of the other party.
14. **Severability**. If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this contract or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.
15. **Miscellaneous**.
 - a. Annually and at Contractor's expense, Contractor shall provide City an independent auditor's compilation of its financial statements. This will include, but is not limited to, the Contractor's balance sheet and revenues and expenses. The compilation shall be prepared and submitted to the County no later than 150 days following the close of the Contractor's annual accounting period of December 31st.
 - b. Contractor shall comply with the minimum standards of operation as shown on Exhibit "A" attached hereto.

16. **E-Verify.** Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

Failure of Contractor to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, Contractor must immediately terminate their subcontract with the subcontractor. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by Contractor may not be awarded a public contract for a period of ONE (1) year after the date of termination.

17. **Public Records.** Contractor shall comply with all public records laws.

IF CONTRACTOR, HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
386-719-5826 or 386-719-5756

- a. Contractor shall comply with public records laws, specifically Contractor shall:
- (1) Keep and maintain public records required by the City to perform the services.
 - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the City.
 - (4) If Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret, or otherwise

not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that Contractor claim are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

(5) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(6) Failure of Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

IN WITNESS WHEREOF the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

LAKE CITY HUMANE SOCIETY, INC.

By: _____
Print: Keith Williams
Title: President

By: _____
Print: Laura Hunter
Title: Vice-President

Minimum Standards of Operation

OBJECTIVE OF ANIMAL CONTROL SERVICES

To protect the safety of the public and of property through the enforcement of animal control regulations and to improve the quality of life for City of Lake City residents and their pets.

The City provides for Animal Control services through a contractual relationship with the Contractor. The purpose of this document is to set forth a clear, concise set of policies and procedures. The City provides funding to the Contractor for expenses incurred to enforce local laws and regulations related to dogs, cats, and other domesticated animals in the incorporated area of the City of Lake City, Florida.

The Contractor and its employees are independent contractors and not employed by the City.

SCOPE OF SERVICE

Animal Control enforcement will include services related to:

STRAY DOMESTIC ANIMALS
CONFINED STRAY DOGS OR CATS
DOMESTIC ANIMALS CREATING A NOISE DISTURBANCE
DOMESTIC ANIMAL BITES including rabies reports (in conjunction with Environmental Health)
ANIMAL CONTROL VIOLATIONS AS PROVIDED BY STATE LAW OR LOCAL ORDINANCE
DANGEROUS DOGS AS DEFINED BY STATE LAW
ANIMAL CRUELTY AS DEFINED BY STATE LAW
ABANDONMENT IN ACCORDANCE WITH STATE LAW
INJURED OR SICK ANIMALS
CONFINED OWNER/DECEASED OWNER
COURT APPEARANCES

POLICIES

1. **CALLS FOR SERVICE:** Contractor shall answer all Animal Control calls for service in accordance with these standards during regular business hours Monday – Friday between the hours of 10:00am and 5:00pm, excluding Federal holidays. Contractor provides after-hours emergency service via an answering service. An Animal Control Officer will be available 24 hours a day to handle emergency calls.
2. **TRAINING:** Contractor will provide certified Animal Control Officers in accordance with F.S. 828.27(4) which requires animal control officers to successfully complete 40-hour minimum standards training course and an additional 4 hour of training every 2 years. They will be empowered to enforce all state and local laws pertaining to the proper care, treatment, and control of animals.

3. **REPORTING:** Contractor will provide service reports to the City as requested. Contractor maintains a computer data base for all calls for service and Animal Control activities and this database can be queried. Contractor will provide a response back to every complainant. Contractor will provide the City a monthly report on all animal control activities, including citations issued and their resolution.
4. **IDENTIFICATION:** Animal Control officers will dress appropriately for personal safety and to project a positive image for the City. Animal Control Officers shall carry identification and badges while in the field. Any other Contractor employee operating in the field pursuant to this Agreement will carry appropriate identification. Animal Control Officers should have a working knowledge of animal control issues in order to adequately provide assistance to the public.
5. **RESPONSE TIME:** Contractor is expected to answer all phone calls and to respond to all calls for service in a timely manner. Animal Control complaints will be disbursed based on information provided at the time a complaint, concern, or request for service is received. Based on the information provided each call will be assigned a priority response level conducive with following:
 - a. Priority Response Level 1 – Contractor shall provide Immediate Response, defined as being within one hour of the time of receipt of a complaint, to any Public or Animal Safety Issue. Public or Animal Safety issues include an aggressive attack or bite incident in progress; a stray dog or dogs on school or daycare property within the City; and response to Law Enforcement, Fire, EMS calls when so requested by an on-scene first responder. An animal control officer on duty and dispatched or receiving a Priority Response Level 1 call shall respond within the prescribed time. Response time includes drive time.
 - b. Priority Response Level 2 Contractor shall respond within 24 hours to complaints relating to an aggressive attack not then in progress, abandonment or cruelty to animals, confined strays, sick or injured animals, trap service, strays or at-large animals, barking, and vaccination follow up.
 - c. Priority Response Level 3 – For any call for services that is not Priority Response Level 1 or Level 2, the Contractor shall respond based upon availability as determined by the Contractor. Owner surrenders on a pick-up basis and trapping set-up and retrieval services as provided for herein shall be handled as Priority Response Level 3 calls.
6. **TRAP SERVICES:** Contractor shall provide a trap service for stray domestic animals. Contractor shall set and retrieve traps for senior citizens, disabled persons, and businesses as a Priority Response Level 3 call. The Contractor may offer this on-site service to others depending upon availability of equipment and resources. The Contractor will check all traps set on not less than a daily basis and will immediately address any calls from citizens or businesses where a trap has been placed. Additionally, the Contractor

shall provide the public with the opportunity to check out traps for short-term use from the Contractor when traps are not otherwise in use pursuant to this Agreement. This service shall be offered for stray or feral cats only. Contractor shall accept any cats trapped and returned inside the trap to the Contractor. When traps are unavailable the Contractor shall maintain a waiting list for trap checkout and shall notify those on the waiting list as soon as traps are available for checkout. An Animal Control Officer shall explain the rules for using a trap prior to checking out any trap for use. All traps that are checked out to the public will need to be returned not later than Friday of the week in which they are checked out by 4pm. The Contractor may charge a reasonable rental fee as approved by the City for checking out traps. Traps shall not be checked out during times of impending disasters (i.e. hurricanes, tropical storms, etc.) or weekends or holidays, and the public shall be instructed by the Contractor to refrain from using traps during these times.

7. **OWNER SURRENDER:** Contractor shall provide for owner surrender of animals at the Contractor's shelter and may charge a \$60.00 fee for this service. Contractor may set reasonable hours for owner surrenders to take place, but in no event shall it arbitrarily restrict or overburden the process of an owner voluntarily surrendering any animal to the Contractor. When so requested by the County or a member of the public, Contractor shall provide for on-site owner surrender on a Priority Response Level 3 basis where it appears the owner surrendering the animal is a disabled person or senior citizen.
8. **EQUIPMENT:** Contractor shall be responsible for any equipment necessary for the humane performance of all animal control duties hereunder. While response to an animal-related situation must be governed by the nature or emergency of the circumstance, Contractor personnel shall proceed at all times in a safe manner so as not to risk injury to the public. Animal Control Officers are not authorized to bear arms or make arrests.
9. **DEMEANOR:** City expects the Contractor's employees to be courteous and non-argumentative with the public regarding calls for service or performance of duties hereunder. Animal Control Officers will respond to the complaints reported and shall promptly and professionally assist in accordance with these standards.
10. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor shall ensure that its policies and procedures are in compliance with applicable local, state laws and regulations.
11. **COURT OR MAGISTRATE PRESENTATION:** The Contractor's Animal Control Officers shall appear and present cases before a Court or magistrate with appropriate jurisdiction whenever required by the City or subpoenaed to do so. The Contractor's Animal Control Officers will conduct themselves in a professional manner and always speak the truth and present factual information. The Contractor understands that the City may elect to amend its Ordinances while this Agreement is in effect to vest the magistrate with jurisdiction over these cases, and the Contractor shall not object to presenting cases before that magistrate.

12. **DUE PROCESS:** It shall be the policy of the City and Contractor alike to ensure that all citizens' civil and Constitutional rights are protected by the provision of due process in all aspects of Animal Control. The Contractor shall ensure its employees are familiar with due process concepts and understand their limitations when addressing animal control complaints on private property. When a citizen identifies another citizen as an alleged violator of any animal control ordinance, rule, law, or regulation, the Contractor's Animal Control Officer may approach the alleged violator and make it known that the Contractor has received complaints of such violations and that enforcement campaigns may follow until such violations are resolved.
13. **ON CALL OFFICER:** An On-Call Officer shall respond to any emergencies reported after normal business hours and relating to complaints affecting public health, safety, or well being. The On Call Officer shall respond according to the Priority Response Level assigned to the call as set forth above.
14. **ANIMAL RELEASE DATES:** The Contractor shall comply with existing ordinances regarding stray or nuisance Animals. Furthermore, the Contractor shall hold an animal not claimed by an owner for up to seven (7) business days (except legal holidays) and not counting the day of impoundment as the first day. After this holding period, the animal shall become the property of the Contractor and is no longer an Animal Control issue, nor shall Animal Control funds be applied to the care or custody of the animal. Any owner of a healthy domestic animal that has been impounded for any reason other than a pending cruelty, dangerous dog, or rabies investigation shall be entitled to have the animal returned only after all impounding fees have been paid and after providing proof of current rabies vaccination by a licensed veterinarian. Any domestic animal that is under rabies observation will not be returned to its owner prior to the expiration of the prior provided by Florida Law, which is 10 days at the time of the parties' Agreement. The owner claiming an animal shall be responsible for all impounding fees incurred and shall pay same at the time the animal is returned regardless of the reason for impoundment. The Contractor shall comply at all times with statutes concerning dangerous dogs, specifically Florida Statutes section 767.12.