

INTERLOCAL AGREEMENT
BETWEEN LEVY COUNTY BOARD OF COUNTY COMMISSIONERS AND
THE LEVY COUNTY SHERIFF
FOR ANIMAL SERVICES

THIS INTERLOCAL AGREEMENT is made and entered into this 30th day of April, 2026, by and between LEVY 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 the “BoCC,” and the SHERIFF OF LEVY COUNTY, a constitutional officer of the State of Florida, hereinafter referred to as the “Sheriff.” The BoCC and the Sheriff may be referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, 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, thereby providing services and facilities that will best meet the needs of local communities; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement to transfer the complete responsibility for animal services from the BoCC to the Sheriff, ensuring efficient and effective service delivery to the residents of Levy County, Florida; and

WHEREAS, the Parties have determined that this transfer will promote the public health, safety, and welfare of the community by consolidating animal services under the Sheriff; and

WHEREAS, the Parties wish to set forth their respective rights and obligations regarding the transfer and operation of animal services, including the transition of personnel, facilities, and resources;

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 incorporated as if set forth fully herein and adopted as the findings of the Parties.

2. **Duration**: This Interlocal Agreement shall commence on the Effective Date and will remain in effect unless and until both Parties agree to terminate, suspend, or amend this Interlocal Agreement upon by mutual written agreement by the Parties or either Party may terminate this Interlocal Agreement for breach upon [sixty (60)] days' written notice to the other Party and upon failure to cure such breach within a reasonable time.

3. **Animal Services**: The Sheriff agrees to provide all animal services and enforcement within the unincorporated areas of Levy County, Florida, as required by law. The Sheriff further agrees to operate and maintain in good order any facility made available by the BoCC for the housing, management and disposition of animals, including but not limited to the County's Animal Services Facilities located at 12055 NE 69th Ln, Bronson, FL 32621 (the "Animal Services Facilities").

4. **Funding:** For Fiscal Year 2025-2026, BoCC shall provide the funds necessary to provide animal services to the Sheriff, to include Two-Hundred Fifty Thousand Dollars (\$250,000) on May 1, 2026, and the remaining balance of the BoCC's Animal Services Operating Budget for Fiscal Year 2025-2026 excluding completion of the capital facilities improvements pursuant to section 6, but including deductions for payment of any employee expenses pursuant to section 8 on or before July 31, 2026. Funding for future Fiscal Years shall be included in and processed as part of the Sheriff's annual budget request to the BoCC.

5. **Capital Facilities:** The BoCC shall complete the renovations to Animal Services Facilities, as previously approved and authorized by the BoCC If not already completed by May 1, 2026. The funding for these improvements will not be paid out of the Animal Services Operating Budget funding deductions described in Paragraph 5. The County hereby grants the Sheriff all rights to occupy, operate, and manage the Animal Services Facilities for the purposes set forth in this Interlocal Agreement and subject to all applicable laws and ordinances.

6. **Equipment Transfer:** All vehicles and equipment assigned to Animal Services shall be transferred to the Sheriff pursuant to this Agreement and the BoCC's procedures for surplus property. The list of equipment to be transferred attached to this Interlocal Agreement as Exhibit A. Upon such transfer, the Sheriff shall take title to all such equipment and shall be solely responsible for ongoing maintenance.

7. **Personnel:** All current BoCC employees of the County's Animal Services Department shall have the option to apply to work for the Sheriff or be transferred to another position within the BoCC, subject to availability and the BoCC's Policies and

Procedures Manual. For employees who choose to terminate BoCC employment to work for the Sheriff, the BoCC shall pay out accrued annual leave time consistent with the BoCC's Policies and Procedures Manual. The Sheriff shall determine qualifications, selections, and onboarding for any positions within its office under applicable law and the Sheriff's policies.

8. **Liability**: The BoCC and Sheriff each agree to be responsible for acts or omissions or conduct of its own personnel, when such personnel are engaged in activities under this Interlocal Agreement, and shall remain responsible for the compensation, retirement, workers' compensation, and other benefits, if applicable to its personnel. The BoCC and Sheriff 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, Fla. Stat., 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.

9. **Insurance:** The Sheriff shall carry liability and property damage insurance for any vehicles and equipment transferred pursuant to this Agreement. The Sheriff 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 Interlocal Agreement shall not be effective unless it is reduced to writing and signed by authorized representatives of the Parties.

11. **Assignment:** This Interlocal 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.

12. **No Third-Party Beneficiaries:** The Parties to this Interlocal Agreement do not intend for any third party to obtain a right by virtue of this Interlocal Agreement.

13. **Waiver:** The failure of either Party to insist upon strict compliance with any provision of this Interlocal Agreement shall not constitute a waiver of compliance with that provision of this Interlocal 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 waiving Party.

14. **Entire Agreement:** This Interlocal Agreement with attachments constitutes the entire agreement of the Parties. By entering into this Interlocal Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein.

15. **Preparation:** This Interlocal Agreement has been mutually negotiated by the Parties 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.

16. **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 Levy County, Florida.

17. **Severability:** If any provision of this Interlocal Agreement is adjudged by a court of competent jurisdiction to be invalid or unenforceable, the particular provision shall be considered severable from this Interlocal Agreement and the remainder of this Interlocal Agreement shall remain in effect and enforceable unless the invalid or unenforceable provision negates the purpose for which this Interlocal 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 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 Interlocal Agreement is otherwise terminated as provided herein.

18. **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:

BoCC:Levy County Manager

310 School Street, Suite 112

Bronson Florida 32621

SHERIFF: Levy County Sheriff's Office

9150 NE 80th Avenue

Bronson Florida 32621

With copy to: Levy County Attorney

GrayRobinson, P.A.

Attn: Eleanor Siegel

643 SW 4th Ave

Gainesville, FL 32601

All notices shall be effective upon receipt. Each Party may change its address(es) for notice by written notice in accordance with this section.

19. **Effective Date:** This Agreement shall become effective upon its filing with the Levy County Clerk of the Circuit Court. The last Party to approve and sign this Interlocal Agreement shall be responsible for promptly filing with the Levy County Clerk of Court.

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

ATTEST:

SHERIFF OF LEVY COUNTY

By: _____

Clerk

APPROVED AS TO FORM:

Legal Counsel

LEVY COUNTY, FLORIDA

ATTEST:

By: _____

Chair

Clerk

APPROVED AS TO FORM:

Legal Counsel

Exhibit A: Equipment Transfers

List of Vehicles and Equipment to be Transferred to the Sheriff

2021 Chevrolet Silverado

2023 Ford F150

2023 Ford F150

Riding Lawnmower

2013 Kiser Water Wagon

2014 Ford F150

2017 Ford E450