

**INTERLOCAL AGREEMENT FOR USE OF ANIMAL SHELTER BETWEEN THE
HARDEE COUNTY SHERIFF AND THE CITY OF WAUCHULA, FLORIDA**

THIS AGREEMENT is made and entered into this ____ day of September, 2025, by and between the **HARDEE COUNTY SHERIFF** (hereafter "SHERIFF"), and the **CITY OF WAUCHULA, FLORIDA**, a municipal corporation of the State of Florida (hereafter "CITY"), as follows.

RECITALS

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act, authorizes the SHERIFF and the CITY to enter into Interlocal Agreements to ensure the most efficient use of their respective powers and to exercise jointly, any power, privilege, or authority which such agencies share in common, and which might exercise separately; and,

WHEREAS, the SHERIFF and CITY have determined that it is in the interest of the public health, safety and welfare to provide for animal control services in their respective jurisdictions; and,

WHEREAS, both the SHERIFF and CITY require the use of an animal control shelter in providing animal control services; and

WHEREAS, the SHERIFF and CITY have determined that it would be to their mutual benefit to enter into an Agreement providing for the use of a portion of the animal shelter by the CITY for a term of one (1) year; and,

WHEREAS, this Agreement may be terminated at any time by either party hereto through written notice of intent to terminate given by either party hereto the other party at least thirty (30) days prior to the date of termination.

ACCORDINGLY, in consideration of the above stated Recitals, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

Section 1. Recitals. The above Recitals are true and correct and form a material part of this Agreement.

Section 2. CITY's Use of Premises and Impound Responsibilities. The SHERIFF agrees that the CITY may use the Hardee County Animal Shelter, which is owned by the Hardee County Board of County Commission and operated by the SHERIFF through interlocal agreement, for animal control purposes only. Parties agree that any pictures including animals, Animal Service Unit (ASU) facilities and/or HCSO staff shall not be published in any format without express permission from the SHERIFF or his designee. CITY agrees not to take photographs of any facilities operated by SHERIFF for publication or use other than for animal transfer or intake procedures as directed by ASU as described in Section 4 below.

When the CITY impounds an animal, they shall have a responsibility for costs of care of that animal impounded by CITY. The CITY shall pay an annual flat fee of \$12,000.00 for the

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costs of the care for animals impounded by the CITY. These costs include but are not limited to food, medicine, and associated veterinary services needed to care for the animals impounded by the CITY. This annual fee is separate from the amount contemplated under Section 7. Sharing Expenses and will be billed quarterly.

Section 3. CITY'S Maintenance of Records. The CITY agrees to maintain records of animal impoundments for animals impounded by the CITY.

Section 4. SHERIFF'S Responsibility for Care of Animals. The SHERIFF shall be solely responsible for the administration of the Shelter. This includes the management of animals as appropriate, such as feeding, cleaning, care, health, humane euthanasia, and sanitary disposal of animals while impounded at the Shelter. Animals impounded by the CITY at the Animal Shelter shall be cared for in accordance with the standards of the SHERIFF. The CITY shall follow Animal Services Unit (ASU) Supervisor instructions for animal intake. This includes notification by CITY to ASU via e-mail at AnimalServices@HardeeSO.com when animals are captured for impound by CITY outside of ASU kennel hours. The CITY must include a photo of the subject animal and any related reports with information identifying said animals, including location, owner and/or victim information prior to CITY's transfer of any animal to ASU. The SHERIFF shall coordinate all animal adoptions with ASU as the main point of contact.

Section 5. Maintenance of Premises. The CITY shall not commit, or suffer to be committed, any waste on the premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the premises.

Section 6. Term; Termination. This Agreement shall become effective as described below and shall remain in effect for a period of one (1) year from the effective date. This Agreement may be terminated at any time by either party hereto through written notice of intent to terminate given by either party hereto the other party at least thirty (30) days prior to the date of termination.

Section 7. Sharing Expenses. The CITY agrees to pay the SHERIFF \$19,696.40, with quarterly payments of \$4,924.10, for daily operating costs of shelter to include boarding, feeding, cleaning, veterinary transport, and humane euthanasia and sanitary disposal of animals impounded. The CITY and SHERIFF agree to continue sharing all costs for the operation and maintenance of the Animal Shelter, including but not limited to the cost for water, electricity, insurance, license or license renewals, painting, septic repairs or replacement, fencing repairs or replacement, concrete repairs or replacement, roofing repairs or replacement, cleaning, and cleaning supplies. The parties' respective shares of the costs for maintenance of the Animal Shelter shall be sixty-seven (67%) percent for the SHERIFF, and thirty-three (33%) percent for the CITY. The SHERIFF shall invoice the CITY, on a quarterly basis, and CITY shall pay such costs in accordance with the provisions of the Florida Prompt Payment Act.

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The CITY and SHERIFF agree to a 3% annual cost adjustment, should the contract be extended to account for any increased expenses related to the operation and maintenance of the Animal Control Shelter.

Section 8. Adoption Fees, Impoundment Fees, and Fines. The SHERIFF shall receive all adoption and impoundment fees associated with any animals impounded by the CITY. The CITY shall retain all fines associated with violations of CITY ordinance regarding animals (i.e., running at large, rabies vaccinations, etc.).

Section 9. Licensing and Purchase of Controlled Substance. The SHERIFF shall be responsible for obtaining and maintaining the DEA license and pharmacy permit required for the purpose of ordering and purchasing sodium pentobarbital and for the disposal of sharps used in the humane euthanasia of animals. The SHERIFF'S Office Animal Services Unit will keep all required records for usage and administration in accordance with state laws. Only SHERIFF'S Office authorized users are to have access to the controlled substances. The SHERIFF shall be responsible for humane euthanasia of CITY animals. The SHERIFF'S Office Animal Services Unit shall keep a separate record for the sodium pentobarbital used for the CITY. The CITY shall pay the SHERIFF for such sodium pentobarbital in accordance with the provisions of the Florida Prompt Payment Act, upon invoice for such costs from the SHERIFF.

Section 10. Annual Meeting. The SHERIFF and CITY shall meet annually in March to discuss any capital improvements necessary for the operation of the Animal Shelter and to discuss budgetary issues relating to the shelter and this Interlocal Agreement for the coming fiscal year.

Section 11. Agreement to Cooperate. The SHERIFF and CITY shall exercise their best efforts to cooperate in their use of the Animal Shelter. The parties agree not to interfere or prevent each other in lawfully executing their animal control duties. Each party agrees to consider the reasonable request of the other party relating to the Animal Shelter and animal control issues.

Section 12. Cooperation in Emergency Animal Control Activities. The SHERIFF and CITY agree to make their best efforts to assist each other in working emergency animal control complaints which may arise in the incorporated and unincorporated areas of Hardee County. Any employee overtime incurred by a party's rendering aforementioned emergency assistance shall be reimbursed by the party requesting such assistance. The SHERIFF and CITY agree to work towards the adoption of uniform animal control ordinances.

Section 13. Indemnity. Each party will be solely responsible for the wrongful acts and omission of its agents, servants, and employees in connection with their respective animal control programs and their respective activities at the Animal Shelter. The CITY shall indemnify and hold harmless the SHERIFF from all suits, actions, claims, demands and liabilities of whatsoever kind arising out of the wrongful acts or omissions of the CITY, its agents, servants,

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and employees. The SHERIFF shall indemnify and hold harmless the CITY from all suits, actions, claims, demands and liabilities of whatsoever kind arising out of the wrongful acts or omissions of the SHERIFF, its agents, servants, and employees. However, nothing contained herein shall constitute a waiver by either party of their sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes. The indemnity and hold harmless obligations of Parties shall survive the termination of this Agreement.

Section 14. Applicable Law and E-Verify. This Interlocal Agreement shall be governed by the laws of the State of Florida. The venue for any litigation resulting from this Agreement shall be in Hardee County, Florida. Should litigation be necessary to enforce any term or provision of this Agreement, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party. Parties affirmatively state that they are registered with and use the E-Verify system, as defined in Section 448.095, Florida Statutes, to verify the work authorization status of all newly hired employees.

Section 15. Severability. In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of this Interlocal Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination implement and give effect to the intentions of the parties as reflected herein. The other provisions of this Interlocal Agreement, as modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

Section 16. Waiver. Unless otherwise specifically provided for by the terms of this Interlocal Agreement, no delay or failure to exercise a right resulting from any breach of this Interlocal Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly any other breach, under this Interlocal Agreement.

Section 17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heir, legal representatives, successors, and assigns, but neither this Agreement nor any of the rights hereunder shall be assignable by consultant.

Section 18. Modifications. No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

Section 19. Extent of Interlocal Agreement. This Interlocal Agreement represents the entire and integrated agreement between the SHERIFF and the CITY and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the use thereof

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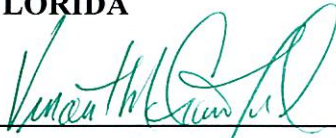
by the CITY. This Interlocal Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

Section 20. Notices. Notices required by or related to this Interlocal Agreement shall be sent by First Class United States mail, postage prepaid. Notices to the Sheriff shall be sent to: Sheriff of Hardee County, 900 E. Summit St, Wauchula, Florida 33873, and notices to the CITY shall be sent to: City Manager, 126 South Seventh Avenue, Wauchula, FL 33873.

Section 21. Effective Date: This Interlocal Agreement shall be effective upon October 1, 2025, so long as the parties have filed or caused to be filed a fully executed copy of this Interlocal Agreement with the Clerk of the Circuit Court of Hardee County, Florida, pursuant to Section 163.01, Florida Statutes.

IN WITNESS WHEREOF, this Interlocal Agreement has been caused to be signed by the respective governing bodies of the parties hereto.

**SHERIFF OF HARDEE COUNTY,
FLORIDA**



VINCENT CRAWFORD, as the SHERIFF

VICTORIA L. ROGERS, Clerk
(SEAL)

ATTEST:

**CITY OF WAUCHULA, FLORIDA, a
Florida municipal corporation**

STEPHANIE CAMACHO, City Clerk

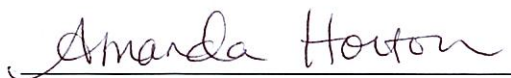
(SEAL)

By: _____
KEITH NADASKAY, JR., Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

KRISTIE HATCHER-BOLIN
City Attorney



AMANDA HORTON
HCSO General Counsel