

**AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND LAKE COUNTY SHERIFF AND
TOWN OF HOWEY-IN-THE-HILLS, FLORIDA
FOR ANIMAL SERVICES**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the “COUNTY”, and Peyton C. Grinnell, as Sheriff of Lake County, Florida, a Constitutional Officer of the State of Florida, hereinafter referred to as the “SHERIFF”, and the Town of Howey-in-the-Hills, Florida, a municipal corporation, hereinafter referred to as the “TOWN”, regarding animal services.

WITNESSETH:

WHEREAS, the COUNTY and the TOWN entered into an Interlocal Agreement pertaining to animal control services on June 8, 1987 and subsequently, on October 24, 2005; and

WHEREAS, effective October 1, 2014, the animal control services function was transferred from the COUNTY to the SHERIFF; and

WHEREAS, in 2015, the TOWN approved an assignment of the interlocal agreement pertaining animal control services to the SHERIFF; and

WHEREAS, on November 29, 2016, the COUNTY and the SHERIFF entered into an Amended and Restated Agreement relating to Animal Control Services Function whereby effective January 15, 2017, the COUNTY took over the operations of the Lake County Animal Shelter and the SHERIFF will continue to perform animal control enforcement activities; and

WHEREAS, the purpose of this agreement between parties is to amend and restate the responsibilities of animal services functions to be provided to the TOWN by the COUNTY and the SHERIFF.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated herein.
2. **Purpose**. The Parties acknowledge that, effective January 15, 2017, the animal control services function was divided into two distinct functions whereby the SHERIFF agreed to provide enforcement activities and the COUNTY agreed to provide shelter operations. The TOWN desires to have the COUNTY, through its shelter operations, and the SHERIFF, through his enforcement activities including dispatch, provide animal control services functions within the TOWN’s limits.
3. **Prior Agreements**. This Agreement supersedes any and all other agreements whether either oral or written entered between the COUNTY and the TOWN regarding animal control services, including any assignment to the SHERIFF. All agreements by and between the parties regarding animal

control services with the TOWN's limits are considered terminated as of the effective date of this Agreement.

4. **Agreement.** The parties agree to the following:

- A. **TOWN'S OBLIGATIONS:** The TOWN authorizes the SHERIFF to provide animal enforcement activities in the municipal limits of the TOWN. The Animal Control Officers of the SHERIFF shall be under the exclusive control, dispatch and direction of the SHERIFF. Alleged violations will be investigated by the SHERIFF, and if the complaint is determined to be valid, alleged violator(s) may be issued a citation under the provisions of Chapter 4 of the Lake County Code or will be brought before a county or circuit court of competent jurisdiction, at the discretion of the SHERIFF. The TOWN agrees that all amounts or revenues collected under Chapter 4, of the Lake County Code, such as, but not limited to fines, surcharges, impound fees, veterinary expenses, and proceeds of auction sales, shall belong to the COUNTY.
- B. **SHERIFF'S OBLIGATIONS:** The SHERIFF agrees to respond to requests from the TOWN and the citizens of the TOWN in animal control situations, such as those concerning dangerous dogs and neglect, abuse, nuisance animals, and other animal enforcement activities.
- C. **COUNTY'S OBLIGATIONS:** The COUNTY is responsible for the operation of the Lake County Animal Shelter and agrees to provide the TOWN assistance with requests concerning animal shelter operations. The TOWN may transport domestic animals to the Lake County Animal Shelter, as needed. For purposes of this Agreement, a domestic animal is equine or bovine animal, goat, sheep, swine, domestic cat, dog, poultry, ostrich, emu, rhea or other domesticated beast or bird. At no time shall the TOWN transport wildlife, exotic snakes, feral pigs, or raccoons to the Shelter, unless requested to do so by the State of Florida Department of Health. The TOWN will not bring dead animals including dead stray animals to the Shelter for disposal.
- D. **COUNTYWIDE SERVICE:** In the event the TOWN desires to provide its own animal control services function, the TOWN will promptly notify the COUNTY and the SHERIFF in writing.

5. **Trap, Neuter and Return.** The COUNTY utilizes a Trap-Neuter-Return (TNR) program in order to reduce the population of feral or stray cats as a means to reduce the euthanasia of such cats. The TOWN will not transport community cats to the Shelter. In the event the COUNTY receives a community

cat at the Shelter and the COUNTY determines the cat came from a colony located in the TOWN limits, the TOWN acknowledges that the animal will be transported the cat back to the colony or nearby.

6. **Notice.** For purposes of this Agreement, any notices, demands or writings shall be provided to the Parties at the following addresses:

Lake County Sherriff's Office
360 W. Ruby Street
Tavares, Florida 32778
Email: David.Porter@lcsso.org

Lake County
Attn: County Manager
P.O. Box 7800
Tavares, Florida 32779

Town of Howey-in-the-Hills
P.O. Box 128
Howey-in-the-Hills, Florida 34737

7. **Term, Termination and Modification.** The Agreement shall be effective upon signature of the last party hereto ("effective date") and will remain in effect until terminated. This Agreement may be terminated by any party, with or without cause, with thirty (30) day prior written notice to all other parties. This Agreement may be modified or amended by mutual consent in writing and signed by all parties.

8. **Assignment.** Any party may assign its obligations and responsibilities under this Agreement upon written prior notice to the other parties. This Agreement is non-exclusive and the parties therefore reserve the right to enter into similar agreements with other parties.

9. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

10. **Counterparts.** This Agreement may be executed in several parts, each of which shall be considered a valid Agreement.

11. **Entire Agreement.** This Agreement shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior Memorandum of Understanding, Agreement, or Assignment, between the Parties on this matter, whether written or oral. This Agreement contains all the terms and conditions agreed upon by the Parties.

AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN COUNTY, SHERIFF AND HOWEY-IN-THE-HILLS
RELATING TO ANIMAL SERVICES

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action, the SHERIFF, and the TOWN, through its duly authorized representative.

ATTEST:

TOWN

TOWN OF HOWEY-IN-THE-HILLS, FLORIDA

Chris Sears, Mayor

This ____ day of _____, 2018.

ATTEST:

Dairian Burke, Town Clerk

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

Timothy I. Sullivan, Chairman

This ____ day of _____, 20____.

ATTEST:

_____, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Melanie Marsh, County Attorney

AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN COUNTY, SHERIFF AND TOWN/CITY RELATING TO ANIMAL SERVICES

SHERIFF

Peyton C. Grinnell, Sheriff

This ____ day of _____, 20____.

Approved as to form and legality:

David W. Porter
General Counsel to Sheriff