

INTERLOCAL AGREEMENT BETWEEN HAMILTON COUNTY, FLORIDA, AND THE TOWN OF WHITE SPRINGS, FLORIDA, FOR ANIMAL CONTROL

THIS INTERLOCAL AGREEMENT is entered into this ____ day of January 2022, by and between **HAMILTON COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 1153 US Hwy 41 NW, Suite 2, Jasper, Florida 32052, (herein the "County"), and **THE TOWN OF WHITE SPRINGS, FLORIDA**, a Florida municipality, whose mailing address is P.O. Drawer D, 10363 Bridge Street, White Springs, Florida 32096 (herein the "Town").

WHEREAS, the Town desires to have animal control services provided by the County within the municipal limits of the Town;

WHEREAS, animal control services are a legitimate and important public purpose of the proper governance of the County, the Town, and its citizens;

WHEREAS, it is not feasible for the Town to budget for and provide its own animal control personnel and equipment to meet this public purpose;

WHEREAS, the County employs animal control personnel who enforce the County's animal control ordinances throughout the unincorporated areas of Hamilton County;

WHEREAS, citizens of the Town are likewise citizens of the County, and should receive the benefit of animal control services as citizens of the County;

WHEREAS, the County is amenable to providing animal control services within the Town so long as the Town does not adopt local ordinances, codes, or regulations that deviate in any way from the County's animal control ordinances, codes, or regulations.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and on the terms and conditions set forth, the parties agree as follows:

- 1. RECITALS INCORPORATED.** The recitals above are true and correct and are incorporated herein by reference.
- 2. COUNTY EXCLUSIVE PROVIDER OF ANIMAL CONTROL SERVICES.** Pursuant to this Agreement the County shall have exclusive jurisdiction of animal control matters within the Town limits and the County shall enforce the County's animal control ordinance therein. The Town shall not adopt any conflicting ordinance, code, or regulation nor shall the Town undertake provision of animal control other than as provided by the County.
- 3. TOWN CITIZENS AS CITIZENS OF THE COUNTY.** The County shall provide services to citizens of the Town like and similar to the manner that the County provides services to citizens residing in the unincorporated areas of Hamilton County, including the assessment of fees, fines, or costs associated with animal control services.

4. TERM

This agreement shall become effective upon the recording of this agreement in the Public Records of Hamilton County and shall continue in full force and effect until terminated as provided herein.

5. TERMINATION

Any party to this agreement may terminate this agreement after giving 180 days prior written notice to the other party.

6. AMENDMENT

Any party that desires to amend this interlocal agreement must notify the other party in writing indicating the type of amendment desired and stating reasons for same. This agreement may be amended only by mutual written agreement of the parties.

7. INDEMNIFICATION

Each party agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this agreement. Nothing herein shall be construed as consent by an agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of the contract or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

8. NOTIFICATION

Except as provided herein, any notice, acceptance, request, or approval from any party to the other shall be in writing and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. Alternatively, the parties may provide notice via delivery-verified email to the parties' respective official government email addresses provided below. The parties' representatives are:

County: County Coordinator
1153 US Hwy 41 NW, Suite 2
Jasper, FL 32052
hamiltoncounty@windstream.net

City: Town Manager
manager@whitespringsfl.us
P.O. Drawer D
10363 Bridge Street
White Springs FL 32096

9. THIRD PARTY BENEFICIARIES

This agreement does not create any relationship with, or any rights in favor of, any third party.

10. ASSIGNMENT OF INTEREST

No party shall assign or transfer any interest in this agreement without prior written consent of the other parties.

11. SEVERABILITY

If any provision of this agreement is declared void by a court of law, all other provisions shall remain in full force and effect.

12. PREVIOUS AGREEMENTS INCORPORATED

This Agreement shall, upon being recorded, control as to conflicting provisions of any prior or other agreements between the parties.

13. RECORDING OF AGREEMENT, EFFECTIVE DATE

The County, upon execution of this agreement by all the parties, shall record this Interlocal Agreement in the Public Records of Hamilton County, Florida. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Hamilton County.

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.

TOWN COUNCIL FOR THE
TOWN OF WHITE SPRINGS, FLORIDA

THE BOARD OF COUNTY
COMMISSIONERS FOR
HAMILTON COUNTY, FLORIDA

Anita Rivers, Mayor

_____, Chair

Attest:

Attest:

Audre' J. Ruise, Town Clerk

W. Greg Godwin, Clerk of Courts

Approved as to Form:

Approved as to Form:

Joel Foreman, Town Attorney

Cliff Adams, County Attorney

