

**INTERLOCAL AGREEMENT BETWEEN
HERNANDO COUNTY, FLORIDA
AND
THE HERNANDO COUNTY SHERIFF
REGARDING THE OPERATION OF THE HERNANDO COUNTY
ANIMAL SHELTER**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on this ___ day of _____, 2024, by and between Hernando County, a political subdivision of the State of Florida (the "County"), and Al Nienhuis, in his official capacity as the Sheriff of Hernando County (the "Sheriff").

WITNESSETH:

WHEREAS, the Parties are entering into this Agreement to facilitate the assumption by the Sheriff of the duty to operate and maintain the Hernando County Animal Shelter (the "Animal Shelter"), which is located at 19450 Oliver Street, Brooksville, Florida 34601; and,

WHEREAS, duties that the Sheriff is assuming pursuant to this Agreement include, but are not limited to, (1) the maintenance and operation of the Animal Shelter in compliance with Hernando County Code Chapter 6, Article II; (2) the provision of administrative support related to the operation of the Animal Shelter; and (3) the performance of all duties relating to ESF 17 during declared disasters and for the operation of animal friendly shelters; and,

WHEREAS, this Agreement is an interlocal agreement entered into, and shall be governed by, the Florida Intergovernmental Cooperation Act of 1969, Fla. Stat. § 163.01, *et seq.*, as it may be amended.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged the parties hereto agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part hereof.
2. **Effective Date.** The effective date of this Agreement shall be January 1, 2025 (the "Effective Date").
3. **Sheriff to Operate Animal Shelter.** The Sheriff shall begin operating the Animal Shelter at 12:01 a.m. on the Effective Date.
4. **Sheriff to Continue Provision of Administrative Support Services.** The Sheriff's obligation to operate the Animal Shelter shall include the provision of the following administrative services, all of which were performed by County-employed Animal Shelter personnel prior to the Effective Date, including, but not limited to:
 - a. All special master data entry of Notices to Appear, Payments, and Dispositions.
 - b. Acts as liaison between animal enforcement officers and citizens.
 - c. Work with violators to achieve compliance or payment of fines.

d. Work directly with the County Attorney's Office to prepare dockets and attend court.

e. Prepare case files and maintain filing system for all Special Master cases. Provide the County Attorney's Office with all of the documents that are necessary to prosecute animal-related cases before the courts or the special master, including, but not limited to, incident reports, witness statements, warning letters, and determination letters.

f. Assist officers with investigations pertinent to unusual cases.

g. Respond to personnel calling into the office on the radio or by phone.

h. Take immediate action to protect the safety of staff in the field by dispatching other officers or requesting law enforcement assistance.

i. Issue Notices to Appear to animal owners for violations of county ordinances and state statutes.

j. Collect impound and board fees from owners.

k. Collect and process payments and proof of compliance from citizens issued Notices to Appear. Forward information to correct officer and to other staff as needed.

l. Process animal licenses and collect payments for license sales. Determine if licenses were purchased as a result of a verbal or written Notice to Appear and forward licensing information to appropriate staff for follow-up.

5. **Personnel.** The Sheriff shall make every reasonable effort to continue the employment of each person who works for the County at the Animal Shelter as of the Effective Date at his or her then-current hourly rate of pay; provided, that such continued employment shall be contingent upon the employee's successful completion of a background investigation and upon the Sheriff's determination that the employee is otherwise qualified for his or her respective position. After the Effective Date, all personnel assigned to the Hernando County Animal Shelter will be employees of the Sheriff. All matters related to employment including hiring, termination, promotion, demotion, and disciplinary action will be governed by personnel rules and policies of the Sheriff. Each employee's PTO bank shall be transferred to the Sheriff's Office and converted to Annual Leave or split between Annual Leave and Sick Leave per the employee's request. The Sheriff's Office has Annual, Sick, and Compensatory Time Off policies. The accrual rate for Annual and Sick Leave shall be commensurate with the Sheriff's policies based upon the original hire date at the County.

6. **Amendments to the Animal Shelter's 2024-25 Budget.** The County shall adopt a resolution amending its 2024-25 budget to transfer the balance remaining in the 2024-25 operating budget, as of December 31, 2024, for the animal shelter operations to the Sheriff. The balance remaining will be no less than 75% of the budget. The approved operating budget is \$1,794,630. Additionally, the County

agrees to fund the approved FY 25 Capital Improvement Plan of \$419,000 for FY 2025, including Project 111997 HCAS Building Expansion Design, Project 111998 HCAS Service Area Asphalt, and Project 112032 HCAS Remodel Pole Barn and Stalls, and future years as approved.

7. Compliance with Statutory Requirements for Budgeting and the Handling of Funds.

a. Pursuant to Fla Stat. § 30.49, the Sheriff will annually propose a budget for the Animal Shelter. Animal shelter revenues and expenditures will be identified in a separate cost center within the budget of the Sheriff.

b. Any unspent funds shall be returned to the County by October 31 of each year following prior fiscal year end.

c. Pursuant to Fla. Stat. § 30.51, all fees, commissions, or other funds collected by the Sheriff for services rendered or performed by his or her office pursuant to this Agreement shall be remitted monthly to the County.

d. The County shall set aside any unspent funds and revenues earned for planned capital projects that benefit the shelter.

8. Management of Tangible Assets and Real Property. Fla. Stat. Ch. 274 authorizes the County to transfer the title to the Animal Shelter's tangible property to the Sheriff, but also mandates that the County retain the title to the Animal Shelter itself.

a. **Fixed, Tangible Assets.** Prior to the Effective Date, the County and the Sheriff shall jointly inventory the Shelter's fixed, tangible assets, as required by Fla. Stat. § 274.02. Prior to the Effective Date, the County and the Sheriff shall execute an amendment to this Agreement which will detail the assets to be transferred to the Sheriff. The Sheriff shall take possession of all items listed on this inventory and any miscellaneous supplies remaining at the Shelter.

b. **Movable Tangible Assets.** Pursuant to Fla. Stat. Ch. 274, the County shall transfer to the Sheriff all of the Animal Shelter's movable, tangible personal property, including, all electronics, veterinary equipment, vehicles, pet food, and pet supplies. The Sheriff shall assume all responsibility for maintenance and liability of all movable, tangible personal property so transferred, and shall be responsible for funding, replacing, and insuring the same.

c. **Records.** The County or the Property Appraiser will assist in transferring all electronic records/pet data into the database of the Sheriff's choosing.

d. **Exceptions.** No County-issued hardware, County-issued software, or leased equipment will be transferred.

e. **Compliance with Pharmaceutical Laws and Regulations.** The Parties recognize that certain veterinary pharmaceuticals are subject to federal or state licensing requirements. The Parties shall comply with all applicable state and

federal laws governing the transfer of such pharmaceuticals prior to the Effective Date.

f. **Real Property.** The COUNTY shall retain the title to the Animal Shelter.

9. **Maintenance of Animal Shelter.**

a. **County to Provide Routine Maintenance.** The County shall furnish “routine maintenance” for the Animal Shelter. “Routine Maintenance” shall mean maintenance and repair expenses which would not be capitalized under generally accepted accounting practices.

b. **Sheriff to Provide All Other Maintenance Services.** Except as provided in Paragraph 9(a) *supra*, the Sheriff shall, at his own expense, be responsible for providing janitorial, cleaning, landscaping, irrigation, lawn maintenance, and fence maintenance services for the Animal Shelter.

c. **Exclusion of Capital Improvements.** The term “routine maintenance” does not include the acquisition, construction, or provisioning of capital improvements. The Sheriff must request the County to procure and fund such capital projects through the annual budget process. The Sheriff shall be responsible for janitorial and other clean-up activities at the shelter as mentioned above.

10. **Termination of Preexisting Contracts.** The County shall terminate all preexisting contracts relating to Animal Services on or before the Effective Date.

11. Provision of Services During Emergencies.

a. It is understood by both Parties that during an emergency (natural disaster, riot, etc.), the Sheriff may call upon any of his resources needed to serve the public and address the needs of the community.

b. The Sheriff will be responsible for all activities relating to Emergency Support Function # 17 (“ESF 17”) during declared emergencies through the Animal Services manager or designee, present at the Emergency Operations Center (“EOC”). All requests for Animal Services assistance will be channeled through the Animal Services representative in the EOC. The Sheriff shall staff ESF 17 in the EOC on a 24-hour schedule as needed by animal-knowledgeable individuals capable of prioritizing assistance requests and of communicating with support agencies. Initial activation notification will be from the EOC to Animal Services. The Sheriff shall coordinate with other ESF’s in the EOC to support the relief of animal-related health, safety, and nuisance problems and their impact on human relief efforts.

12. Amendments. Any amendments to this Agreement must be approved by both the Board of County Commissioners for Hernando County and by the Sheriff. All amendments must be in writing and signed by both parties to be effective.

13. Term. The term of this Agreement shall begin on the Effective Date and shall remain in effect until terminated. This Agreement may be terminated by either party upon 180 days’ written notice to the other party. In such event, the Parties shall

enter into a termination agreement setting forth the terms of the transfer of the Animal Shelter back to the County. Upon termination, the Sheriff shall return the Animal Shelter to the County, and remit to the County all unspent funds remaining in the Animal Shelter's budget.

14. Resolution of Disputes; Attorney's Fees; Jury Trial Waiver.

a. The Parties acknowledge that disagreements or questions regarding the terms contained herein, or the interpretation of the provisions of the Agreement, may occur. It is the intent of the parties that any such disagreement should be identified and resolved as quickly as possible. The County Administrator and Sheriff shall meet to discuss and resolve any such disagreements.

b. If the Parties fail to resolve any conflicts related to issues covered in this Agreement, such dispute shall be resolved in accordance with governmental conflict resolution procedures by submitting to non-binding mediation under Fla. Stat. Chapter 164. In the event such dispute cannot be resolved through non-binding mediation despite and after diligent and continued efforts on the part of the Parties, then the Parties reserve the right to pursue administrative and judicial relief.

c. This Agreement shall be governed by the laws of Florida and venue of any dispute shall be in Hernando County.

d. In the event of any civil or administrative legal proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.

e. For civil proceedings, the Parties hereby consent to the trial by court and waive the right to jury trial.

15. **Notices.** All notices, consents, approvals, waivers and elections which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficiently made or given when (i) mailed by certified mail, postage prepaid, return receipt requested; (ii) by hand-delivery to the named individuals representing the party to be notified; or (iii) by private parcel delivery services, or facsimile transmission for which receipt is provided to the notifying party. Notices, including notice of a change of address, shall be addressed or transmitted to the addresses set forth below that a party may designate in the manner prescribed herein.

To the County: Hernando County BOCC
 15470 Flight Path Drive
 Brooksville, Florida 34604

To the Sheriff: Hernando County Sheriff's Office
 18900 Cortez Boulevard
 Brooksville, Florida 34601

16. **Entire Agreement.** This Agreement constitutes the entirety of the agreement between the Parties, and replaces all prior discussions, suggestions, negotiations, and agreements between the Parties dealing with the subject matter of this Agreement.
17. **Survivability.** Any provisions of this Agreement that by their terms extend or require performance beyond the termination of this Agreement will remain in full force and effect after termination as necessary to effectuate such performance.
18. **Construction of Agreement.** This Agreement has been fully reviewed and negotiated by the Parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted.
19. **Non-Waiver.** No failure or delay on the part of either Party in exercising any of its rights under this Agreement shall operate as a waiver thereof.
20. **Severability.** The invalidity of any clause, sentence, paragraph, subdivision, section, or portion hereof, shall not affect the validity of the remaining provisions of this Agreement.
21. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended, nor shall it be construed, to confer upon or give any person or entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof.

22. **Successors; No Assignments.** The Agreement shall be binding on, and inure to the benefit of, the successors of each party hereto. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent may be withheld for any reason. Any attempted or purported assignment without such prior written consent shall be null, void and of no force or effect.

23. **Headings.** The headings in this Agreement are for convenience only and shall be given no effect in the construction or interpretation of this Agreement.

24. **Force Majeure.**

a. “Force Majeure” refers to any event, including, but not limited to, wars or natural disasters, that is unforeseeable, the occurrence and effect of which is unavoidable and insurmountable.

b. Should a Party, due to the occurrence of Force Majeure, fail to perform this Agreement in full or in part, such Party shall, in light of the effect of the Force Majeure, be exempted from all or some of its responsibilities hereunder, except where federal or Florida laws provide otherwise.

c. Should a Party fail to perform on time its duties under this Agreement and subsequently Force Majeure were to occur, such Party shall not be exempted from any of its liabilities hereunder as a result of its failure to perform said duties.

d. Should a Party be unable to perform this Agreement as a result of Force Majeure, it shall inform the other Party, as soon and as quickly as possible following the occurrence of such Force Majeure, of the situation and the reason for the nonperformance, so as to minimize any losses incurred by the other Party as a consequence thereof. Furthermore, within a reasonable period of time after the notification of Force Majeure has been provided, the Party encountering Force Majeure shall provide a legal certificate issued by a public notary (or other appropriate organization) of the place wherein the Force Majeure occurred, in witness of the same.

e. The Party affected by Force Majeure may suspend the performance of its obligations under this Agreement until any disruption resulting from the Force Majeure has been resolved; provided, that such Party shall make every effort to eliminate any obstacles resulting from the Force Majeure, thereby minimizing to the greatest extent possible its adverse effects, as well as any resulting losses.

25. **Recordation.** Pursuant to Fla. Stat. § 163.01(11), the County shall record this Agreement in the Official Records of Hernando County, Florida, on or before the Effective Date.

26. **Representations and Warranties.** Each Party represents and warrants that as of the date of signing this Agreement:

a. It has full power and authority to execute and deliver this Agreement and to carry out its responsibilities and obligations provided for herein.


b. It has executed and delivered all necessary documentation and secured or engaged in all necessary activities to enable it to perform its obligations under this Agreement.

c. This Agreement, upon execution and delivery, imposes legal, valid, and enforceable obligations on each party in accordance with the terms and conditions herein.

(The Remainder of this Page has been Intentionally Left Blank)

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by
and on behalf of the parties below.

ATTEST:


Witness # 1

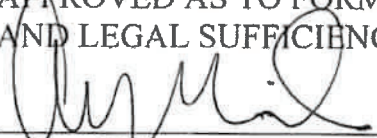
AL NIENHUIS, IN HIS OFFICIAL
CAPACITY AS THE SHERIFF
OF HERNANDO COUNTY
(SHERIFF)


Witness # 2

By: 
AL NIENHUIS
SHERIFF

Date: 11/26/24

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Ashley Miller
HCSO Legal Counsel

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
(COUNTY)

DOUGLAS A. CHORVAT, JR.
CLERK OF CIRCUIT COURT

By: _____
BRIAN HAWKINS
CHAIRMAN

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


County Attorney's Office