



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 08/12/2016

Meeting Date: August 18, 2016

Name: Scott Ward

Department: Bcc Administration

Division Manager's Signature:

1. Nature and purpose of agenda item:

(2) Contract for Animal Control Services with the Lake City Humane Society, Inc.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

☐

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☐

Consent Item

☒

Discussion Item

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT FOR ANIMAL CONTROL SERVICES is entered into the ____ day of _____, ~~2014~~2016, by and between **COLUMBIA COUNTY, FLORIDA**, a body politic of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (herein “County”), and **LAKE CITY HUMANE SOCIETY, INC.**, a Florida nonprofit corporation, whose mailing address is 1392 NW Shelter Glen, Lake City, Florida 32055, (herein “Contractor”).

RECITALS

A. County desires to engage Contractor to perform animal control services for and on behalf of the County under the terms of this Agreement.

B. Section 828.27, Florida Statutes, authorizes the County to enact ordinances relating to animal control or cruelty which must include, but is not limited to, the following: that a violation of such ordinance is a civil infraction; a maximum civil penalty not to exceed \$500; such procedures and provisions as are necessary to implement any ordinances enacted under the authority of said statutory section; for the employment or appointment of animal control officers; and establishment of training standards.

C. County has enacted Ordinance No. 98-3, Section 18-71 through 18-120, Columbia County Code, as may be amended, relating to the regulation and control of animals within the unincorporated area of Columbia County.

D. The Town of Fort White, Florida, has enacted Ordinance No. 176-2013 for the purposes of providing necessary regulation for the control of stray, nuisance, dangerous and rabid animals in order to protect the inhabitants of the town and their property from injury, inconvenience or bother, all in the interest of the public health, safety and welfare of the inhabitants of the town.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, County and Contractor agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and accepted by the parties.

2. **Term.** The initial term of this contract shall be effective as of the first day of October, ~~2013~~2016, and shall continue for three (3) years, and may be renewed for up to three (3) additional years only upon mutual written agreement of the parties hereto, unless terminated during the initial term or any extension of the contract by either party upon 180 days prior written notice to the other party. This contract may be terminated by either party with or without cause.

3. **Services Provided.** Contractor shall provide reasonable animal control services for and on behalf of the County, including the unincorporated area of Columbia County and the Town of Fort White, during the term of this contract. All services shall be provided in accordance with and subject to Chapter 828, Florida Statutes, and County Ordinance No. 98-3, Town of Fort White Ordinance No. 176-2013, all as may be amended, and other applicable local, state and federal laws, regulations and rules.

4. **Compensation.** County shall pay Contractor the total sum of ~~\$259,080-~~325,000 for October 1, 2016 – September 30, 2017, \$330,000 for October 1, 2017 – September 30, 2018, \$335,000 October 1, 2018 – September 30, 2019 for 2019~~annually~~ to be paid by the County to Contractor in prorated monthly payments of ~~\$21,590~~27,083 beginning October 1, ~~2014~~2016; ~~however, on or before October 1, 2014 County will pay the Contractor a lump sum of \$28,230, which is the difference between \$259,080 (for the first year of the contract ending September 30, 2014) and the total regular monthly payments made by the County for the first year of the contract.~~ In the event this contract is terminated, the monthly amount shall be prorated as of the effective date of termination. Contractor shall be responsible for all salaries, wages, costs and expenses incurred in the providing of the services herein described.

5. **Independent Contractor.** The Contractor's relationship to the County shall be that of an independent contractor. Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state or local law to perform such services. All personnel of Contractor shall be properly trained and supervised in accordance with the requirements of Section 828.27, Florida Statutes, and other applicable local, state and federal laws, regulations and rules. Any person employed by Contractor as an animal control officer as defined by Section 828.27(1)(b), Florida

Statutes, shall meet the training requirements and be certified as required by Section 828.27(4)(a), Florida Statutes.

6. **Subcontracting.** None of the services Contractor is required to provide the County under the terms of this contract may be subcontracted without the prior written consent of the County.

7. **Insurance.**

(a) Contractor shall maintain during the term of this contract standard commercial liability insurance in an amount no less than One Million Dollars per occurrence to protect Contractor from claims for damages for bodily injury, including wrongful death, as well as for claims of property damages which may arise from any operations or services provided under this contract, whether such actions be by the Contractor or by anyone directly employed by or contracting with the Contractor.

(b) Contractor shall maintain during the term of this contract comprehensive automobile liability insurance in an amount no less than One Million Dollars combined single limit for bodily injury and property damage liability to protect Contractor from claims for damages or bodily injury, including the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

(c) Contractor shall maintain during the term of this contract adequate workers' compensation insurance in at least such amounts as are required by the law for all its employees as required by and pursuant to Florida Statutes, Chapter 440.

(d) All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish certificates of insurance to the County prior to the commencement of operation. All insurance to be maintained by Contractor shall specifically include the County as an "additional insured" for the vicarious liability resulting from the conduct of the Contractor and others employed or utilized by the Contractor in the performance of the services. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this contract.

8. **Indemnification.** The Contractor shall defend, indemnify and hold harmless the County, its agents, employees, elected officers and representatives from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. This paragraph shall survive the termination of this contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

Notwithstanding anything else in this contract to the contrary, nothing in this contract shall be construed to waive or otherwise effect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the County.

9. **Nondiscrimination.** The Contractor agrees that it will not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or natural origin, and to abide by all federal and state laws regarding nondiscrimination. Any violation of such provision shall constitute a material breach of this contract.

10. **Public Records.** Contractor understands that the public shall have access at all reasonable times to all documents and information pertaining to County contracts subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access to such public records in accordance with Section 119.0701, Florida Statutes. Failure by the Contractor to grant such public access shall be grounds for immediate cancellation of this contract by the County.

11. **Enforcement Fees and Costs.** If any legal action or other proceeding is brought for the enforcement of this contract, or because of alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees, court costs, and all reasonable expense even if not taxable by the Court as court costs (including, without limitation, all reasonable fees, costs and expenses incident to appeals), incurred in that action or proceeding in addition to any other relief by which such party or parties may be entitled.

12. **Controlling Law.** This contract is to be governed by the laws of the State of Florida and sole and exclusive venue for any legal action shall be the state courts of Columbia County, Florida. Each party waives its right to any other venue.

13. **Amendment.** This contract constitutes the entire agreement between the County and Contractor, and all negotiations and oral understandings between the parties are merged herein. This contract may be supplemented and/or amended only by a written document executed by both the County and Contractor.

14. **Non-assignability.** Neither party shall assign any rights or delegate any duties arising under this contract without prior written consent of the other party.

15. **Severability.** If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this contract or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

16. **Miscellaneous.**

(a) Annually ~~At~~ at Contractor's expense, Contractor will provide County an auditor's compilation of its financial statements ~~for the prior five (5) years or since the last~~ ~~auditor's compilation.~~ This will include, but is not limited to, balance sheet and revenues and expenses. The compilation shall be prepared and submitted to the County no later than December 31 of the year it is due. In addition, detailed financial statements segregating costs of animal control and humane society shall be provided on an annual basis.

(b) Contractor will provide County a copy of its operating and management policies and procedures, and any amendments thereto.

(c) Contractor will comply with minimum standards of operation as shown in Exhibit "A" attached.

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.

Signed, sealed and delivered
in the presence of:

COLUMBIA COUNTY, FLORIDA

Witness

Print or type name

Witness

Print or type name

By: _____
~~Ronald W. Williams~~ Bucky Nash, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

Signed, sealed and delivered
in the presence of:

LAKE CITY HUMANE SOCIETY, INC.

Witness

Print or type name

Witness

Print or type name

By: _____
Print: _____
Title: _____

Minimum Standards of Operation

OBJECTIVE OF ANIMAL CONTROL SERVICES

To protect the safety of the public and of property through the enforcement of animal control regulations and to improve the quality of life for Columbia County residents and their pets.

FORWARD

Columbia County handles Animal Control services through a contractual relationship with the Lake City/Columbia County Humane Society. The purpose of this document is to administer a clear, concise set of policies and procedures. Columbia County provides funding to the Lake City/Columbia County Humane Society for expenses incurred to enforce local laws and regulations related to dogs, cats and other domesticated animals in the unincorporated areas of the county and in Ft. White.

Large animals and livestock are the responsibility of the Columbia County Sheriff.

The Lake City/Columbia County Humane Society and its employees are independent contractors and not employed by the County.

SCOPE OF SERVICE

Animal Control enforcement will include:

STRAY DOMESTIC ANIMALS
CONFINED DOGS OR CATS
DOMESTIC ANIMALS CREATING A NOISE DISTURBANCE
DOMESTIC ANIMAL BITES including rabies reports (in conjunction with Environmental Health)
ANIMAL CONTROL VIOLATIONS
DANGEROUS DOGS
ANIMAL CRUELTY
ABANDONMENT
INJURED OR SICK ANIMALS
CONFINED OWNER/DECEASED OWNER
COURT ~~APPEARANCES~~ APPEARANCES

POLICIES

1. The Humane Society will answer all Animal Control calls for service during regular business hours Monday – Friday between the hours of 10:00am and 5:00pm. The Humane Society provides after hours emergency services via an answering service. An Animal Control Officer will be available 24 hours a day to handle emergency calls. Animal Control is closed Saturday and Sunday and Holidays.

2. **TRAINING:** The Humane Society will provide certified Animal Control Officers in accordance

with F.S. 828.27(4) which requires animal control officers to successfully complete a 40 hour minimum standards training course and an additional 4 hour of training every 2 years. They will be empowered to enforce all state and local laws pertaining to the proper care, treatment, and control of animals.

3. **REPORTING:** The Humane Society will provide service reports to Columbia County as requested and will continue to provide the County with an annual audit. The Humane Society maintains a computer data base for all calls for service and Animal Control activities and this database can be queried. The Humane Society will provide a response back to every complainant. The Humane Society will provide the County with a monthly report on all animal control activities including citations issued, their resolution and the response provided to the complainant.

4. **IDENTIFICATION:** Animal Control officers will dress appropriately for personal safety and to project a positive image for the County. Animal Control Officers shall carry identification and badges while in the field. Any other Humane Society employee operating in the field will carry the appropriate identification. Animal Control Officers should have a working knowledge of animal control issues in order to adequately provide assistance to the public.

5. **RESPONSE TIME:** The Lake City/Columbia County Humane Society is expected to answer all phone calls and to respond to all calls for service in a timely manner. Animal Control complaints will be disbursed based on information provided at the time a complaint, concern, or request for service is received. Based on the information provided each call will be assigned a priority response level conducive with following:

Priority Response Level 1 - Immediate Response within 1 hour -Public Safety Issue - Immediate public and/or animal safety i.e. bite/aggressive attack in progress; Dog(s) on school or daycare property; and/or in response to Law Enforcement/Fire/EMS. ***Any officer dispatched or receiving a Priority Level 1 case, will break from any action they may be involved in and respond.*** Response time includes drive time.

Priority Response Level 2 - Same Day Response/Respond by Close of Business - Confined strays, sick/injured animals

Priority Level 3 - Mandatory Response within 24 hours - Aggressive attacks not in progress, abandonment/cruelty (not in immediate eminent danger of dying or in distress), tethering, trap service, stray/at large, barking, excreta, vaccination/license follow-up, etc. [The Humane Society will accept owner surrender animals at their shelter.](#)

The Lake City/Columbia County Humane Society will respond to all Priority 1, 2 and 3 calls **within 24 hours**.

Priority Level 4 - Response to Priority 4 calls will be **based upon availability**.

~~The Humane Society will accept owner surrender animals at their shelter.~~ Under extenuating circumstances the Animal Control Officer will pick up an owner surrender as a priority 4 call (i.e. owner that is disabled or a senior citizen, law enforcement request, etc.)

The Humane Society will offer a trap service for stray domestic ~~animals~~ animals. The Humane Society will set traps for senior citizens and business first as a Priority 4 call for service. The Animal Control Officer will offer this service to others depending on availability. The Animal Control Officer will check on the traps they set and accept calls from the citizen or business where the trap is placed.

Additionally, the Humane Society will allow the public to pick up/check out traps at the shelter depending on availability of the traps. This service is offered for stray and feral cats only. The Humane Society will maintain a waiting list for this service. An Animal Control Officer shall explain the rules for using a trap. All traps that are checked out to the public will need to be returned by Friday 4pm. The Humane Society may charge an approved rental fee for these traps.

Traps will not be used during times of impending disasters (i.e. hurricanes, tropical storms, etc.) or weekends or holidays.

6. **EQUIPMENT:** The Humane Society will be responsible for the equipment necessary for the humane execution of their animal control duties. While response to an animal related situation must be governed by the nature or emergency of the circumstance, the Humane Society personnel shall proceed in a safe manner so as not to risk injury to the public. Per F.S. 818.27(1)(b) and Section 18-73 of the Columbia County Code of Ordinances, Animal Control Officers are not authorized to bear arms or make arrests.

7. Columbia County expects the employees of the Humane Society that handle Animal Control issues to be courteous and non-argumentative with the public regarding their calls for service. Animal Control Officers will respond to the complaints reported and promptly and professionally assist citizens.

8. All Animal Control policies and procedures shall be in compliance with Section 18-71 through 18-92 of the Columbia County Code of Ordinances or any other applicable local and state laws and regulations.

9. **COURT/MAGISTRATE PRESENTATION:** The Animal Control Officer will appear and present the case whenever requested and/or subpoenaed to appear before a court or a magistrate. The Animal Control Officer will conduct themselves in a professional manner and always speak the truth and present factual information. The Lake City/Columbia County Humane Society understands that Columbia County may elect to use a Special Magistrate to hear animal control citations and the Humane Society will be cooperative with this decision.

DUE PROCESS

It shall be the policy to ensure that all citizens' civil/constitutional rights are protected by due process. Whenever a citizen identifies another citizen as a violator involved in their complaint, officer may approach the alleged violator and make it known that the Department has received complaints of county code violations and that, as a courtesy to area residents, they will be conducting enforcement campaigns until the violation occurring has been resolved.

ON-CALL OFFICER

The On Call Officer will respond to emergencies after normal business hours regarding complaints critical to public health, safety and well-being. An on-call officer will respond when a complaint is received that would be assigned a Priority Response Level 1:

- Severely injured animal
- Law enforcement assistance
- Fire rescue assistance
- Bite on human
- Aggressive animal at large and aggressive attacks in progress
(Aggression is defined as the threat of harm to another individual involving snarling, growling, snapping, biting, barking, and/or lunging.)
- Animal Cruelty Cases
(Where the conditions or evidence may not be preserved until normal business hours)
- Animal in severe distress.

ANIMAL RELEASE DATES

Holding Period The Humane Society shall comply with Columbia County, Florida, Code of Ordinances 18-75(b) Stray/Nuisance Animals.

Under the contract with Columbia County for Animal Control Services, the Humane Society will hold an animal not claimed by owner for up to three (3) business days (except legal holidays) and not counting the day of impoundment as the first day. After this holding period, the animal shall become the property of the Lake City/Columbia County Humane Society and is no longer an Animal Control issue.

Any owner of a healthy domestic animal that has been impounded for any reason other than a pending cruelty, dangerous dog, or rabies investigation shall be entitled to have the animal returned to him/her only after all impounding fees have been paid and after providing proof of current rabies vaccination by a licensed veterinarian.

Any owner of a domestic animal that is under rabies observation will not be returned to owner for a period of 10 days under Florida Statute. Owner is responsible for all impounding fees incurred.

The Humane Society will comply with the Florida Statutes concerning Dangerous Dogs including F.S. 767.12.

DISPUTE RESOLUTION

Section 18-31 to Section 18-37 of the Columbia County Code of Ordinances establishes an Animal Control Board appointed by the Board of County Commissioners. All disputes shall be directed to the Animal Control Board through the county's Safety Manager. If the Animal Control Board is not empanelled at the time of a complaint, the county's Safety Manager, or their designee, will convene an ad-hoc committee consisting of 2 Humane Society Board Members and 2 county employees to resolve the dispute. The Animal Control Board and the ad-hoc committee will make recommendations to the Board of County Commissioners in accordance with Section 18-36(3) of the Columbia County Code of Ordinances.