



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 2/3/2022 Meeting Date: 2/10/2022

Name: Joel Foreman Department: County Attorney

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "J. Foreman", is written over the line for the Division Manager's Signature.

1. Nature and purpose of agenda item:

Proposed Agreement for Animal Control and Animal Care Services

2. Recommended Motion/Action:

To approve the attached contract and engage the Humane Society to provide Animal Control Services and Animal Care Services to the County for the remainder of the fiscal year ending September 30, 2022.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Board Agenda, February 10, 2022

From: Joel F. Foreman

Re: Proposed Agreement for Animal Control and Animal Care Services

Date: February 3, 2022

The Board previously directed County Manager Kraus and the County Attorney to negotiate a contract for Animal Control Services with the Lake City-Columbia County Humane Society (the "Humane Society"). The Board advised that in addition to Animal Control Services, negotiations could include Animal Care Services, for which the Humane Society had requested funding during the 2021-22 budget process.

Following the Board's January special meeting, the attached contract was negotiated with Richard Rossi as consultant for the Humane Society and Keith Williams, a member of the Humane Society's Board of Directors.

The contract is for a limited term covering February through September of 2022 and terminates on September 30, 2022. The contract calls for eight monthly installment payments of \$35,250 for all Animal Control Services. The contract also calls for the Board to pay \$100,000 in four \$25,000 installments to help the Humane Society fund its Animal Care Services.

The contract still requires tracking and segregation of funds, an annual audit, record keeping for all dogs taken in through Animal Control, and all other standards of performance included in the Humane Society's prior contract with the County.

Recommended Motion: To approve the attached contract and engage the Humane Society to provide Animal Control Services and Animal Care Services to the County for the remainder of the fiscal year ending September 30, 2022.

AGREEMENT FOR ANIMAL CONTROL AND ANIMAL CARE SERVICES

THIS AGREEMENT FOR ANIMAL CONTROL AND ANIMAL CARE SERVICES is entered into this ____ day of _____, 2022, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (herein “County”), and the **LAKE CITY-COLUMBIA COUNTY HUMANE SOCIETY, INC.**, a Florida nonprofit corporation, whose mailing address is 1392 NW Shelter Glen, Lake City, Florida 32055, (herein “Contractor”).

RECITALS

WHEREAS, County desires to engage Contractor to perform animal control services for and on behalf of the County under the terms of this Agreement;

WHEREAS, Contractor is a humane society providing animal care and services, including adoptions, to lost and abandoned animals throughout Columbia County;

WHEREAS, Section 828.27, Florida Statutes, authorizes the County to enact ordinances relating to animal control or cruelty which include provisions for the employment or appointment of animal control officers;

WHEREAS, County has enacted Ordinances relating to the regulation and control of animals within the unincorporated area of Columbia County; and

WHEREAS, the Town of Fort White, Florida, has enacted Ordinances 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 term of this contract shall be effective as of the date this contract is executed and shall continue until September 30, 2022, unless terminated. This contract may be terminated by either party with or without cause.
3. **Services Provided.**
 - a. **Animal Control Services.** 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, County’s Code of Ordinances, and Town of Fort White Ordinance No. 176-2013, all as may be amended from time to time, and other applicable local, state and federal laws, regulations and rules. The Contractor agrees that animals shall only be held in its “Animal Control” population in accordance with paragraph 14 of the attached Exhibit “A”, and thereafter if Contractor elects to keep the animal in its custody then the care of that animal shall be paid from

Animal Care Services funds.

- b. **Animal Care Services.** Contractor provides animal care services to lost and abandoned domestic animals throughout Columbia County. The County recognizes the public importance of making animal care services available to the people of Columbia County, and the Contractor agrees to continue providing this public service for the citizens of Columbia County as further performance of this Agreement. For purposes of this Agreement, Animal Care Services shall include providing for the adoption of lost or abandoned domestic animals; the provision of necessary veterinary care (including immunization and spay/neutering); housing and feeding all non-Animal Control animals in the custody of the Contractor; transporting animals in the non-Animal Control population in the custody of the Contractor; and providing salary and benefits to those employees of the Contractor charged with providing care to animals.
4. **Compensation.** For Contractor's performance of this Agreement County shall pay to Contractor:
 - a. **Animal Control Services.** The County shall pay \$35,250.00 per month beginning with the month of February 2022 and ending with the month of September 2022 for provision of all Animal Control Services by the Contractor to the County. Animal Control Services are further described on Exhibit "A" attached hereto. 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 by or through Contractor in the performance of its obligations herein described. Nothing herein shall prevent the Contractor from requesting additional upward adjustments as may be required by increases in operating costs, including but not limited to increases in minimum wages, energy costs, and insurance incurred by the Contractor in fulfillment of this Agreement.
 - b. **Animal Care Services.** The County shall pay \$100,000.00 to support Contractor's provision of Animal Care Services under this Agreement. Said amount shall be payable in installments as follows:
 - i. \$25,000 on or before March 1, 2022
 - ii. \$25,000 on or before May 1, 2022
 - iii. \$25,000 on or before July 1, 2022
 - iv. \$25,000 on or before September 1, 2022
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.

It is the intent of the parties hereto that, for purposes of any defense of sovereign immunity, that the Contractor is acting as an agency or instrumentality of the County as defined in Fla. Stat. Sec. 768.28 for purposes of provision of Animal Control services within the jurisdictional limits of Columbia County, Florida, and, as such, shall be entitled to assert that defense to the same extent as the County. This provision shall not be construed as creating any indemnity obligations among or between the parties other than as provided herein.

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 affect 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 national 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. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (386) 758-1326, PO BOX 1529, Lake City, FL 32056.
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 and at Contractor's expense, Contractor shall provide County an auditor's compilation of its financial statements. This will include, but is not limited to, the Contractor's balance sheet and revenues and expenses. The compilation shall be prepared and submitted to the County no later than 120 days following December 31st of the year for which it is due. In addition, detailed financial statements segregating costs of animal control from the sheltering and other functions of the Contractor shall be provided on an annual basis.

- b. Contractor shall comply with the minimum standards of operation as shown on Exhibit "A" attached hereto.

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

By: _____
Robby Hollingsworth, Chairman

Print or type name

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

Witness

Print or type name

Approved as to Form and Legality:

Joel Foreman, County Attorney

Signed, sealed and delivered
in the presence of:

LAKE CITY HUMANE SOCIETY, INC.

Witness

By: _____
Print: _____
Title: _____

Print or type name

Witness

Print or type name

Exhibit A

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.

The County provides for Animal Control services through a contractual relationship with the Contractor. The purpose of this document is to set forth a clear, concise set of policies and procedures. The County provides funding to the Contractor 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 within the Town of Ft. White.

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

The Contractor and its employees are independent contractors and not employed by the County.

SCOPE OF SERVICE

Animal Control enforcement will include services related to:

- STRAY DOMESTIC ANIMALS
- CONFINED STRAY DOGS OR CATS
- DOMESTIC ANIMALS CREATING A NOISE DISTURBANCE
- DOMESTIC ANIMAL BITES including rabies reports (in conjunction with Environmental Health)
- ANIMAL CONTROL VIOLATIONS AS PROVIDED BY STATE LAW OR LOCAL ORDINANCE
- DANGEROUS DOGS AS DEFINED BY STATE LAW
- ANIMAL CRUELTY AS DEFINED BY STATE LAW
- ABANDONMENT IN ACCORDANCE WITH STATE LAW
- INJURED OR SICK ANIMALS
- CONFINED OWNER/DECEASED OWNER
- COURT APPEARANCES

POLICIES

1. **CALLS FOR SERVICE:** Contractor shall answer all Animal Control calls for service in accordance with these standards during regular business hours Monday – Friday between the hours of 10:00am and 5:00pm, excluding Federal holidays. Contractor provides after-hours emergency service via an answering service. An Animal Control Officer will be available 24 hours a day to handle emergency calls.
2. **TRAINING:** Contractor 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:** Contractor will provide service reports to Columbia County as requested. Contractor maintains a computer data base for all calls for service and Animal Control activities

and this database can be queried. Contractor will provide a response back to every complainant. Contractor will provide the County with a monthly report on all animal control activities, including citations issued and their resolution.

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 Contractor employee operating in the field pursuant to this Agreement will carry 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:** Contractor 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:
 - a. Priority Response Level 1 – Contractor shall provide Immediate Response, defined as being within one hour of the time of receipt of a complaint, to any Public or Animal Safety Issue. Public or Animal Safety issues include an aggressive attack or bite incident in progress; a stray dog or dogs on school or daycare property within the County; and response to Law Enforcement, Fire, EMS calls when so requested by an on-scene first responder. An animal control officer on duty and dispatched or receiving a Priority Response Level 1 call shall respond within the prescribed time. Response time includes drive time.
 - b. Priority Response Level 2 - Contractor shall respond within 24 hours to complaints relating to an aggressive attack not then in progress, abandonment or cruelty to animals, confined strays, sick or injured animals, trap service, strays or at-large animals, barking, and vaccination follow-up.
 - c. Priority Response Level 3 – For any call for services that is not Priority Response Level 1 or Level 2, the Contractor shall respond based upon availability as determined by the Contractor. Owner surrenders on a pick-up basis and trapping set-up and retrieval services as provided for herein shall be handled as Priority Response Level 3 calls.
6. **TRAP SERVICES:** Contractor shall provide a trap service for stray domestic animals. Contractor shall set and retrieve traps for senior citizens, disabled persons, and businesses as a Priority Response Level 3 call. The Contractor may offer this on-site service to others depending upon availability of equipment and resources. The Contractor will check all traps set on not less than a daily basis and will immediately address any calls from citizens or businesses where a trap has been placed. Additionally, the Contractor shall provide the public with the opportunity to check out traps for short-term use from the Contractor when traps are not otherwise in use pursuant to this Agreement. This service shall be offered for stray or feral cats only. Contractor shall accept any cats trapped and returned inside the trap to the Contractor. When traps are unavailable the Contractor shall maintain a waiting list for trap checkout and shall notify those on the waiting list as soon as traps are available for checkout. An Animal Control Officer shall explain the rules for using a trap prior to checking out any trap for use. All traps that are checked out to the public will need to be returned not later than Friday of the week in which they are

checked out by 4pm. The Contractor may charge a reasonable rental fee as approved by the County for checking out traps. Traps shall not be checked out during times of impending disasters (i.e. hurricanes, tropical storms, etc.) or weekends or holidays, and the public shall be instructed by the Contractor to refrain from using traps during these times.

7. **OWNER SURRENDER:** Contractor shall provide for owner surrender of animals at the Contractor's shelter and may charge a \$40.00 fee for this service. Contractor may set reasonable hours for owner surrenders to take place, but in no event shall arbitrarily restrict or overburden the process of an owner voluntarily surrendering any animal to the Contractor. When so requested by the County or a member of the public, Contractor shall provide for on-site owner surrender on a Priority Response Level 3 basis where it appears the owner surrendering the animal is a disabled person or senior citizen.
8. **EQUIPMENT:** Contractor shall be responsible for any equipment necessary for the humane performance of all animal control duties hereunder. While response to an animal-related situation must be governed by the nature or emergency of the circumstance, Contractor personnel shall proceed at all times 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.
9. **DEMEANOR:** County expects the Contractor's employees to be courteous and non-argumentative with the public regarding calls for service or performance of duties hereunder. Animal Control Officers will respond to the complaints reported and shall promptly and professionally assist in accordance with these standards.
10. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor shall ensure that its policies and procedures are in compliance with Section 18-71 through 18-92 of the Columbia County Code of Ordinances or any other applicable local or state laws or regulations.
11. **COURT OR MAGISTRATE PRESENTATION:** The Contractor's Animal Control Officers shall appear and present cases before a Court or magistrate with appropriate jurisdiction whenever required by the County or subpoenaed to do so. The Contractor's Animal Control Officers will conduct themselves in a professional manner and always speak the truth and present factual information. The Contractor understands that Columbia County may elect to amend its Ordinances while this Agreement is in effect to vest the magistrate with jurisdiction over these cases, and the Contractor shall not object to presenting cases before that magistrate.
12. **DUE PROCESS:** It shall be the policy of the County and Contractor alike to ensure that all citizens' civil and Constitutional rights are protected by the provision of due process in all aspects of Animal Control. The Contractor shall ensure its employees are familiar with due process concepts and understand their limitations when addressing animal control complaints on private property. When a citizen identifies another citizen as an alleged violator of any animal control ordinance, rule, law, or regulation, the Contractor's Animal Control Officer may approach the alleged violator and make it known that the Contractor has received complaints of such violations and that enforcement campaigns may follow until such violations are resolved.
13. **ON-CALL OFFICER:** An On-Call Officer shall respond to any emergencies reported after normal business hours and relating to complaints affecting public health, safety, or well-being. The On-Call Officer shall respond according to the Priority Response Level assigned to the call

as set forth above.

14. **ANIMAL RELEASE DATES:** The Contractor shall comply with Code of Ordinances 18-75(b) regarding Stray or Nuisance Animals. Furthermore, the Contractor shall hold an animal not claimed by an owner for up to seven (7) 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 Contractor and is no longer an Animal Control issue, nor shall Animal Control funds be applied to the care or custody of the animal. 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 only after all impounding fees have been paid and after providing proof of current rabies vaccination by a licensed veterinarian. Any domestic animal that is under rabies observation will not be returned to its owner prior to the expiration of the prior provided by Florida Law, which is 10 days at the time of the parties' Agreement. The owner claiming an animal shall be responsible for all impounding fees incurred and shall pay same at the time the animal is returned regardless of the reason for impoundment. The Contractor shall comply at all times with statutes concerning dangerous dogs, specifically Florida Statutes section 767.12.