

**INTERLOCAL AGREEMENT FOR THE PROVISION OF CONTINUED  
ANIMAL CONTROL SERVICES BETWEEN MARION COUNTY,  
FLORIDA, AND THE CITY OF OCALA**

**THIS INTERLOCAL AGREEMENT FOR THE PROVISION OF CONTINUED ANIMAL CONTROL SERVICES BETWEEN MARION COUNTY, FLORIDA, AND THE CITY OF OCALA**, (hereinafter “Agreement”) is entered into by and between **MARION COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the “COUNTY”), and the **CITY OF OCALA**, a municipal corporation of the State of Florida (hereinafter referred to as the “CITY”).

**WHEREAS**, Chapter 163.01, Florida Statutes, (2019) authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, COUNTY and CITY are “public agencies” within the meaning of Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Section 163.01, the Florida Interlocal Cooperation Act of 1969; and

**WHEREAS**, the parties to this Agreement have the common power to regulate and control animals within their respective geographic jurisdictions; and

**WHEREAS**, COUNTY has an animal control unit, commonly referred to as “Marion County Animal Control” (hereafter referred to as “Animal Control”); and

**WHEREAS**, COUNTY operates the Marion County Animal Control Center, and

**WHEREAS**, COUNTY has provided Animal Control services within the corporate limits of the City of Ocala since entering into an Interlocal Agreement for Transfer of Animal Control Services with CITY on October 20, 2009; and

**WHEREAS**, COUNTY and CITY both agree that it is in the best interest of the public for COUNTY to continue such services; and

**WHEREAS**, COUNTY and CITY, recognizing changed circumstances within the COUNTY, now desire to enter a new interlocal agreement to further define the level of service and address operational and funding issues with regard to the COUNTY’s continued provision of animal control services to CITY; and

WHEREAS, CITY desires to provide dedicated Animal Control Officers within the CITY corporate boundaries; and

WHEREAS, COUNTY and CITY agree that this Agreement shall supersede and replace all prior agreements, promises and understandings between COUNTY and CITY with regard to the provision of animal control services.

NOW THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties and for the mutual benefits of COUNTY and CITY, and their respective citizens, the parties agree as follows:

1. **RECITALS**

The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

2. **PURPOSE AND INTENT**

The parties enter into this Agreement for the purpose of improving public safety and with the intent to authorize COUNTY, its agents, and employees to perform animal control services and enforcement efforts within the corporate limits of the CITY consistent with Chapter 4, Animal Control and Enforcement, of the Marion County Code of Ordinances (the "Marion County Animal Control Ordinance").

3. **RESPONSIBILITIES OF COUNTY**

- A. Upon the full execution of this Agreement COUNTY shall continue to provide Animal Control Services within the corporate limits of the CITY as set forth in **Exhibit A – Animal Control Services** and pursuant to the terms of this Agreement. Notwithstanding this provision, the COUNTY may change the Animal Control Services listed in Exhibit A as needed from time to time..
- B. COUNTY shall perform animal control services within the corporate limits of the CITY consistent with the Marion County Animal Control Ordinance and with the same diligence, and standard of care as COUNTY provides to the citizens located elsewhere in COUNTY's geographical service area.
- C. COUNTY shall advise CITY of any amendments to the Marion County Animal Control Ordinance subsequent to the effective date of this Agreement.
- D. COUNTY shall accept and respond to calls regarding violations of the Marion County Animal Control Ordinance within the corporate limits of the CITY and process and

enforce such cases in accordance with COUNTY's animal control policies and normal operating procedures.

- E. COUNTY shall process all cases arising within the corporate CITY limits involving dangerous dogs and any and all related hearings shall be heard by COUNTY's Dangerous Dog Board.
- F. COUNTY shall include all animal abuse offenders, as defined in the Marion County Code of Ordinances, residing within the corporate limits of the CITY in the Marion County Animal Abuser Registry and said offenders shall be subject to its requirements.
- G. COUNTY shall gather, keep and maintain operational data on all Animal Control Services activities, including but not necessarily limited to the activities created, the type of activities created, the sequences (responses) provided to said activities, the time at which the sequences were provided, time at which the sequences were completed, the number and type of animals placed in COUNTY's shelter and all other readily available information necessary to enable CITY to evaluate the efficiency and efficacy of the provision of Animal Control Services.
- H. COUNTY shall ensure that the aforementioned operational data is gathered, processed and maintained in a timely manner.
- I. COUNTY shall provide the aforementioned operational data to CITY upon request.
- J. COUNTY shall ensure that any and all vehicles utilized by COUNTY for the provision of Animal Control Services within the corporate limits of the City of Ocala are equipped with Global Positioning Systems (GPS) tracking capabilities and are tracked using said tracking equipment at all times.
- K. COUNTY shall ensure that the tracking data from the aforementioned GPS tracking equipment is gathered, processed and maintained in a timely manner. The tracking data will be retained for one (1) calendar year.
- L. COUNTY shall provide the GPS tracking data from the aforementioned GPS tracking equipment to CITY upon request by CITY for the same.

4. **RESPONSIBILITIES OF CITY**

- A. To the extent not already done so, CITY shall promptly enact an ordinance or resolution formally adopting the provisions of the Marion County Animal Control Ordinance.

B. CITY expressly delegates and authorizes COUNTY, its agents, and employees perform the following animal control responsibilities:

- (1) to accept and respond to calls regarding violations of the Marion County Animal Control Ordinance within the corporate limits of the CITY and to process and enforce such cases in accordance with COUNTY's animal control policies and normal operating procedures;
- (2) to refer and process all cases arising within the corporate limits of the CITY involving dangerous dogs to the COUNTY's Dangerous Dog Board;
- (3) to include animal abuse offenders, as defined in the Marion County Code of Ordinances, residing within the corporate limits of the CITY in the Marion County Animal Abuser Registry;
- (4) to prohibit all persons and entities within the corporate limits of the CITY from transferring ownership or possession of any animal to any person listed on the Marion County Animal Abuser Registry;
- (5) to conduct any and all hearings involving dangerous dogs through COUNTY's Dangerous Dog Board;
- (6) to impose fines for violations of the Marion County Animal Ordinance that occur within the corporate limits of the CITY in accordance with **Exhibit B – Schedule of Fines**, as amended and updated by the COUNTY;
- (7) to refer cases for violations of the Marion County Animal Ordinance that occur within the corporate limits of the CITY to Court Proceedings.

5. **DIRECT CALLS TO COUNTY**

COUNTY shall accept direct calls from citizens residing within the corporate limits of the CITY or from others regarding the need for animal control services within the corporate limits of the CITY.

6. **PRIORITIZATION OF CALLS, LEVELS OF SERVICE, AND STAFFING**

A. Animal control services provided by COUNTY within the corporate limits of the CITY shall be the same services that COUNTY provides elsewhere in COUNTY's geographical service area.

- B. COUNTY shall be responsible for determining response priorities for calls for service, taking into consideration factors such as public safety, animal safety, and available resources. Notwithstanding the foregoing, calls for service regarding an immediate threat to public safety, regardless of geographical location, will always take priority over any other type of call.
- C. COUNTY currently assigns priorities for responding to animal service calls shown below. The COUNTY reserves the right to change the prioritization schedule below as needed from time to time. Levels of response are subject to staffing and unforeseen circumstances.
  - (1) **Priority Response Level 1 – Immediate Response - Public Safety Issue or Menacing Situation**  
Public and/or Animal Safety i.e. bite/aggressive attack in progress, livestock/animal in roadway, sick/injured wildlife in public areas, abandonment/cruelty (animal in immediate eminent danger of dying or in distress), stray dog(s) on school/daycare property, etc.
  - (2) **Priority Response Level 2 – Immediate response after Level 1 cases are attended**  
Sick/injured animal, sale of animals, animals contained by an agency needing immediate assistance (fire, OPD, MCSO, FHP, etc.)
  - (3) **Priority Response Level 3 – Same day response - if currently not on Level 1 or Level 2**  
Owner surrenders (extenuating circumstances with management authorization only), sick/injured animal not in public areas, abandonments.
  - (4) **Priority Response Level 4 – Response within 24 hours**  
Aggressive attacks not in progress, cruelty (not in immediate eminent danger of dying or in distress), tethering, etc.
  - (5) **Priority Response Level 5 – Response Within 72 Hours**  
Stray/at large, barking, excreta, vaccination/license follow-up, etc.

7. **COMPENSATION**

- A. CITY will compensate COUNTY annually, not later than April 1 of each year after the initial payment, for the services provided to CITY by COUNTY pursuant to this interlocal agreement.
- B. The amount of annual compensation paid by CITY to COUNTY shall be based upon a calculation of ten percent (10%) of the actual expenditure by COUNTY for Animal

Control Services. For the initial payment, the actual expenses for fiscal year ending 2021 would be the basis and subsequent payments would be based on the ensuing fiscal year.

D. By way of example the table below demonstrates the anticipated payment schedule and the corresponding fiscal actual expenses.

<b>Payment Due Date</b>	<b>Audited Expenses Fiscal Year</b>	<b>City of Ocala Share</b>
30 days from agreement	FY20-21 (\$1,886,551.13)	10% (\$188,655.11)
1-Apr-24	FY21-22	10%
1-Apr-25	FY22-23	10%
1-Apr-26	FY23-24	10%
1-Apr-27	FY24-25	10%
1-Apr-28	FY25-26	10%

D. The first payment of \$188,655.11, for the period from October 1, 2022 to September 30, 2023, shall be paid by CITY to COUNTY not later than thirty (30) days following the date of the last signature below.

8. **PROVISION OF AND COMPENSATION FOR ENHANCED SERVICES**

A. For the duration of the term of this Agreement, CITY requests from COUNTY and COUNTY agrees to provide to CITY Enhanced Animal Control Services as defined and provided for herein.

i. CITY and COUNTY understand, acknowledge and agree that, for the purposes of this Agreement, Enhanced Animal Control Services shall mean two (2) Animal Control Officer positions solely and exclusively dedicated to the provision of Animal Control Services within the corporate limits of the City of Ocala.

ii. CITY and COUNTY further understand, acknowledge and agree that, for purposes of this Agreement, the provision of Enhanced Animal Control Services for CITY by COUNTY shall require that the aforementioned two (2) Animal Control Officer positions solely and exclusively dedicated to the provision of Animal Control Services within the corporate limits of the City of Ocala shall not be utilized by COUNTY for the provision of Animal Control Services in other areas of Marion County.

B. CITY agrees to compensate COUNTY for Enhanced Animal Control Services as follows:

- i. CITY shall compensate COUNTY for the costs actually incurred by COUNTY in the provision of the Enhanced Animal Control Services outlined herein.
- ii. CITY shall compensate COUNTY for all salary, benefit, and operational costs (supplies/fuel/training/etc.) associated with two (2) employees of COUNTY who will provide the Enhanced Animal Control Services.
  - a. CITY and COUNTY understand, acknowledge and agree that, for reference purposes and for the first fiscal year of this agreement the total salary, benefit and operational costs (recurring expenses) for each employee of COUNTY who will provide the Enhanced Animal Control Services is \$86,708.00; or a total of \$173,416.00 for two (2) employees.
- iii. CITY shall compensate COUNTY for all equipment, including but not necessarily limited to the vehicles utilized by two (2) employees, necessary for the provision of the Enhanced Animal Control Services.
  - a. CITY and COUNTY understand, acknowledge and agree that, for reference purposes and for the first fiscal year of this agreement the total cost for equipment, including but not necessarily limited to the vehicles utilized by two (2) employees, necessary for the provision of the Enhanced Animal Control Services is \$70,314.00; or a total of \$140,628.00 for two (2) employees.
- iv. Based upon the above and foregoing, CITY and COUNTY agree that the total cost for employees and equipment for the first fiscal year of this agreement is \$314,044.00.
- v. The first payment of \$314,044.00, for the period from October 1, 2022 to September 30, 2023, shall be paid by CITY to COUNTY not later than thirty (30) days following the date of the last signature below.
- vi. Thereafter, CITY will compensate COUNTY annually, not later than April 1 of each year, for the Enhanced Animal Control Services provided to CITY by COUNTY pursuant to this section of this interlocal agreement.

- vii. The first payment of \$314,044.00, paid by CITY to COUNTY, shall be utilized by COUNTY for the startup costs associated with the employees providing the Enhanced Animal Control Services and the annual payments made by CITY to COUNTY thereafter shall be utilized by COUNTY for the continuing costs associated with the employees providing the Enhanced Animal Control Services.
- viii. The amount of annual compensation paid by CITY to COUNTY for the provision of Enhanced Animal Control Services in subsequent years shall be based upon the County approved budget for the then current year less unexpended amount prepaid by the City the prior year for the provision of Enhanced Animal Control Services.

C. CITY and COUNTY understand, acknowledge and agree that the provision of Enhanced Animal Control Services for CITY by COUNTY shall be in addition to the Animal Control Services otherwise provided to CITY by COUNTY pursuant to this Agreement.

D. CITY and COUNTY understand, acknowledge and agree that, in order for COUNTY to adequately provide Enhanced Animal Control Services to CITY in accordance with this Agreement, when employment vacancies occur within COUNTY's Animal Control Services, COUNTY shall strive to fill the aforementioned positions which are dedicated to the provision of Enhanced Animal Control Services for the CITY prior to filling any other vacant positions. In addition, in order to provide proper training, balance the on-call rotation and after-hours service, COUNTY may change officers dedicated to the CITY on a quarterly basis.

9. **TERM**

The Initial Term of this Agreement shall commence and be effective OCTOBER 1, 2022, notwithstanding the date of the last signature below and shall continue for a term of **TEN (10) YEARS**, through and including **SEPTEMBER 30, 2032** (the "Term"). Thereafter the parties agree that this Agreement may be renewed for up to **TWO (2)** additional **FIVE-YEAR (5-Year)** terms (each a "Renewal Term") upon written consent between the parties.

10. **TERMINATION**

A. **Convenience**

Either party may terminate this Agreement for convenience upon the provision of eighteen (18) months advance written notice of their intent to so terminate; provided however that no termination of this Agreement for convenience shall be effective prior to September 30, 2027.

**B. Default**

If one party defaults under the terms of this Agreement, the non-defaulting party shall provide the defaulting party with an opportunity to cure said default within **THIRTY (30) DAYS** of the non-defaulting party's provision of written notice of default served according to Section 10, below. The parties agree to commence to cure defaults immediately and shall diligently and continuously prosecute such cure to completion within **THIRTY (30) DAYS** or longer if agreed to by the non-defaulting party. If default is not corrected within the time frame agreed to by the parties, the non-defaulting party may declare the defaulting party to be in breach of this Agreement and pursue all remedies available at law or equity, to include the termination of this Agreement, without further notice.

**C. Dispute Resolution**

Either party to this Agreement may notify the other party that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Bar Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the courts of Marion County, Florida which, shall serve as the sole venue and jurisdiction for any such civil action.

**11. NOTICES**

Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the person designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as they party may have specified by written notice to the other party delivered according to this Section.

For COUNTY:           County Administrator  
                              601 SE 25<sup>th</sup> Avenue  
                              Ocala, Florida 34471

Copy to:               Marion County Animal Services  
                              5701 SE 66<sup>th</sup> Street  
                              Ocala, Florida 34480

For CITY:              City of Ocala

Daphne Robinson, Contracting Officer  
110 SE Watula Avenue, Third Floor  
Ocala, Florida 34471  
E-Mail: drobinson@ocalafl.org  
Telephone: 352-629-8366

Copy to:

William Sexton, City Attorney  
110 SE Watula Avenue, Third Floor  
Ocala, Florida 34471  
E-mail: wsexton@ocalafl.org  
Telephone: 352-401-3972

12. **PUBLIC RECORDS**

A. **Obligations**

The parties acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2019), as this statute may be amended from time to time, to release public records to members of the public upon request.

B. **Statute Controls and Immediate Termination**

The parties acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2019), as this statute may be amended from time to time and that State law controls over the terms of this Agreement. Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching party.

C. **Contacts**

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations  
601 SE 25th Ave.  
Ocala, FL 34471  
Phone: 352-438-2300  
Fax: 352-438-2309  
Email: [PublicRelations@MarionFL.org](mailto:PublicRelations@MarionFL.org)

IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT CITY'S CUSTODIAN OF PUBLIC RECORDS AT:

Angel Jacobs, City Clerk  
City of Ocala City Hall  
110 SE Watula Avenue  
Ocala, FL 34471  
Phone: 352-629-8266  
Fax: 352-629-5208  
Email: [clerk@ocalafl.org](mailto:clerk@ocalafl.org)

13. **EMPLOYEE STATUS**

Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of CITY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by such other party.

14. **SEVERABILITY**

If any provision of this Agreement or the application of this Agreement is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

15. **GOVERNING LAW, JURISDICTION, AND VENUE**

The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Marion County, Florida. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court.

16. **ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties hereto. This Agreement shall be binding upon the parties and their successors in interest, in accordance with its terms. No modification or amendment of this Agreement shall be binding or valid unless it is in writing, approved by the parties and executed on behalf of each of the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates as shown below.

ATTEST:

**MARION COUNTY**, a political  
subdivision of the State of Florida  
by its Board of County Commissioners

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GREGORY C. HARRELL  
Clerk of the Court

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CRAIG CURRY, Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For Use and Reliance of Marion  
County Only, Approved as to  
Form and Legal Sufficiency:

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MATTHEW G. MINTER  
Marion County Attorney

ATTEST:

**CITY OF OCALA**, a municipal corporation  
in the State of Florida

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ANGEL JACOBS  
City Clerk

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JAMES HILTY, SR.  
President, Ocala City Council

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For Use and Reliance of City of Ocala  
Only, Approved as to  
Form and Legal Sufficiency:

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WILLIAM E. SEXTON

City Attorney

## EXHIBIT A – ANIMAL CONTROL SERVICES

1. Operation of animal shelter and impound facilities for all dogs, cats and other pet animals
2. Dangerous dog investigations
  - Bite investigations
  - Aggressive canine investigations
  - Killing or causing severe injury to a domestic animal
3. Animal cruelty investigations (includes domestic animals and livestock)
  - Animal welfare inspections
  - Animal neglect
  - Animal cruelty
  - Animal abandonment
4. Livestock investigations
  - Stray livestock
  - Welfare inspectors
5. Nuisance concerns
  - Barking violations
  - Excreta violations
6. At-large animals
  - Stray animal patrols
  - Control investigations (animals owned that are off owner's property)
7. Rabies and County licensure (ensure compliance)
8. Kennel licensure (inspections and ensure compliance)
9. Wildlife (Rabies Vectors)
  - Trapping and/or capturing wildlife that is suspected of exposing rabies to a person
10. Community Cats
  - Providing shelter neuter release services

**EXHIBIT B**

*Animal Control Fees and Penalties Provided for in Marion County Code of Ordinances*

Code Section	Description of Offense or Violation	1st Offense	2nd Offense	3 <sup>rd</sup> and Subsequent Offense
4-7	Impounding authority of officers, interference prohibited	\$250	MCA*	MCA*
4-8	Licensure, exemptions, requirements	\$100	\$200	MCA*
4-9(a)	Rabies vaccination required – Failure to have animal vaccinated	\$100	\$200	MCA*
4-9(c)	Failure by veterinarian to comply with reporting rabies vaccinations	\$150	\$300	MCA*
4-10(a), (b), (c)	Microchipping-Failure to have animal microchipped	\$100	\$200	MCA*
4-11(a), (b)	Control of animals-On or off the real property limits of owner	\$100	\$200	MCA*
4-11(e)	Control of animals- Results in bite or injury to a person or an animal. Failure to confine humanely while in heat (estrus)	\$250	\$500	MCA*
4-11(f)	Control of animals- Livestock fencing minimum requirements	\$250	\$500	MCA*
4-12	Animals creating a nuisance	\$200	\$400	MCA*
4-13	Humane treatment for animals; improper tethering	\$200	\$400	MCA*
4-14	Animals in motor vehicles or vessels	\$200	\$400	MCA*
4-15 (g)(1)	Animal Abuse Offender possessing animals	MCA*	MCA*	MCA*
4-15(h)	Person transferring animal to Animal Abuse Offender	\$100	\$200	MCA*
4-15(e)	Failure to contact Maintaining Agency to update Registry information	\$100	\$200	MCA*
4-17 (b)(4)	Impoundment, redemption, adoption microchip requirements after quarantine	\$100	\$200	MCA*
4-18 (a)(b)(c)	Sale of dogs and cats-public or private streets, rights-of-way, flea market, private parking lots or any open air venue sales prohibited; violation of pet shop provision	\$150	\$300	MCA*
4-19	Requirement for sales of dogs and cats-Failure to provide health certificate	\$200	\$400	MCA*

4-22	Violating any dangerous dog provision	\$500	MCA*	MCA*
4-28	Irresponsible Pet Owner	\$300	\$400	MCA*
4-29	Kennel License Violation	\$150	\$300	MCA*
*Fees for services provided by Marion County Animal Services (MCAS) charged according to the current MCAS fee schedule (Dangerous dog registrations, dangerous dog license, pet adoptions, capture and restraint, licensure, microchip, retail pet shop inspections, etc.)				

\*MCA means Mandatory Court Appearance