

INTERLOCAL AGREEMENT BETWEEN PASCO COUNTY
AND THE CITY OF NEW PORT RICHEY, FL FOR
ENFORCEMENT OF
COUNTY CODE CHAPTER 14: ANIMALS

This Agreement is made and entered into by and between Pasco County, a political subdivision of the state of Florida, by and through its Board of County Commissioners, (hereinafter "County"), and New Port Richey, a municipality incorporated in the State of Florida, (hereinafter "City").

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 1, Section 1-5 of the Pasco County Code, Pasco County Code Chapter 14 "Animals" applies to both the incorporated and unincorporated areas of Pasco County; and

WHEREAS, the City has no municipal ordinance which is in conflict with Chapter 14 of the Pasco County Code of Ordinances; and

WHEREAS, the County may enforce its code provisions within the boundaries of a municipality provided that the municipality passes a resolution requesting such action; and

WHEREAS, the City has requested enforcement by the County of Pasco County Code Chapter 14 "Animals" (Chapter 14 "Animals") within its boundaries through City Resolution No. 2023-08; and

WHEREAS, County operates an Animal Services Department and has the capability to provide such a service to the City; and

WHEREAS, enforcement of Chapter 14 "Animals" within the City would benefit the health, safety and welfare of the citizens of the City and the County; and

WHEREAS, the City and County desire to enter into an Interlocal Agreement pursuant to Chapter 163, Florida Statutes to make the most efficient use of their powers.

NOW, THEREFORE, in consideration of the terms and mutual covenants herein, and for other good and valuable consideration, the parties hereto do mutually agree as follows:

1. The WHEREAS clauses above are incorporated by reference and made part of this Agreement
2. The County shall enforce Chapter 14 "Animals" within the municipal

boundaries of the City; County shall prosecute violations of Chapter 14 "Animals"; County shall utilize its own staff, equipment and other resources in performing the services herein; County shall provide these Services enumerated in this Section 2 in substantially the same manner they are provided to citizens of unincorporated Pasco County and other municipalities which the County provides this service through the normal course of business (collectively "Services").

3. The City shall pay the COUNTY for SERVICES through an annual charge to the CITY. The charge shall be based on the net operating cost per capita of providing services to the residents of unincorporated Pasco County and those municipalities also served by the Animal Services Department. The following calculation shall be used to determine the per capita cost $((\text{City Population}) / (\text{Total Pasco Population} - \text{Cities Not Served})) \times ((\text{Budgeted Expenditures} + \text{Amortization Costs}) - (\text{Prior Year Revenues} - \text{Prior Year Revenue Received from Cities for this Service}))$.

The city population shall be taken from the most recent edition of the Local Government Financial Information Handbook produced by the Florida Legislature's Office of Economic and Demographic Research.

Annually, the County will calculate, adjust if appropriate, and disclose to the City, on or before May 15th of each year this Agreement is in effect, the annual charge that will be billed for Services for the upcoming fiscal year. This annual charge may be adjusted for changes in annual cost for operations and maintenance requirements. The annual charges will be invoiced to City by County by the last day of the first quarter of each succeeding fiscal year, to the correspondence address stated herein, and payment shall be due to the County within thirty (30) days of notice. Payments shall be made to the address as specified on the invoice and can be prorated if necessary.

Any fines, fees or settlements collected by the County as a result of performing the agreed upon Services shall remain the property of the County.

4. The term of this Agreement shall be from the initial effective date until October 1, and automatically renew for one (1) year periods thereafter, unless terminated as provided herein.

5. Termination may be by either party through a resolution by its governing body terminating this Agreement, in accordance with Pasco County Code Chapter 1, Section 1-5, as amended, received at least thirty (30) days prior to any renewal, and may be subject to legal fees.

6. Correspondence regarding this Agreement shall be in writing and delivered via U.S. Mail to:

Pasco County Animal Services
c/o Animal Services Director
19640 Dogpatch Lane
Land O'Lakes, FL
34638

City of New Port Richey
c/o Administrative Lieutenant
New Port City Police
Department
6739 Adams St
New Port City, FL
34652

Respective parties shall be on notice of any correspondence when such correspondence is postmarked by U.S. mail.

7. This Agreement shall be governed by the laws of Florida and nothing herein shall be construed to waive the sovereign immunity of either party as granted by law.

8. This Agreement constitutes the entire agreement between the parties and supersedes and nullifies any and all prior agreements or understandings, whether oral or written; no modifications, addendums or amendments of any kind whatsoever may be made to this Agreement unless both parties' consent in writing.

9. No assignment, delegation or transfer of this Agreement shall be made unless both parties consent in writing.

10. Both parties hereto agree that if any term or covenant is held to be illegal or unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part shall be severable, with the remainder of this Agreement remaining valid and enforceable.

11. The initial effective date of this Agreement shall be when all parties hereto have signed, the Agreement is recorded with the Clerk of Court in accordance with Section 163.01 (11), Florida Statutes, and when the City has made legally effective the repeal of any municipal ordinances inconsistent with Chapter 14 "Animals", to the extent of any inconsistencies. City shall record this Agreement at its cost within ten (10) days of complete execution of the Agreement.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals on the _____ day of _____, 2023:

ATTEST

CITY OF NEW PORT RICHEY, FLORIDA

BY: _____
JUDY MEYERS, CMC
CITY CLERK

BY: _____
ROB MARLOWE
MAYOR

(SEAL)

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

ATTEST:

BY: _____
NIKKI ALVAREZ-SOWLES, ESQ.,
CLERK & COMPTROLLER

BY: _____
JACK MARIANO, CHAIRMAN

ANIMAL CONTROL CITY SERVICES

- Enforcement of Chapter 14 of County Code of Ordinances.
- Enforcement of State Statutes involving dogs and cats.
- Conduct cruelty to animal investigations.
- Limited emergency services available 24/7.
- Assists Law Enforcement Officer (LEO's) with drug and vice raids where dogs pose a health and safety threat to the Officers.
- Assists LEO's with traffic accidents when animals are inside vehicles.
- Assists LEO's with suicides and homicides, when animals are protecting the decedent's bodies.
- Assists LEO's when animals are involved with legal eviction processes.
- Assists the Fire Departments, when structure fires result in the injury or death of domestic pets.
- Issuance of written warnings to violators.
- Issuance of citation to violators.
- Contract includes costs of prosecution of civil citations. (Less filing fees mandated by State.)
- Handle animal bite investigations.
- Quarantine dogs and cats that have bitten citizens.
- Prepare and submit specimens for rabies testing to the State Lab when needed.
- Provide for the sheltering of confined stray dogs reported by the public.
- Provides temporary shelter for animals whose owners are involved in domestic violence situations.
- Operation of an Animal Adoption Center.
- Provide surgical sterilization, microchipping and additional medical care for animals chosen for adoption.
- Provide limited professional veterinary care to impounded animals that may be sick or injured.
- Provide scanning and investigation of microchips found in impounded animals in attempt to locate owners.
- Investigation of animal nuisance reports.
- Captures and impounds animals found in violation of leash laws.
- Set humane traps for evasive dogs.
- Provides for in-field pickup of owner relinquished dogs per current applicable policies and service fees.
- Removal of domestic pet-type carcasses from roadways.
- Provides and notarizes affidavits for witnesses.
- Euthanasia of animals not suited for adoption or rescue.
- Disposal of remains of euthanized animals.
- Operates ESF 17 during Emergency Activations.
- Provides customer service and call management system for citizen animal assistance, reporting or complaints.
- Coordinates local participation in the Oral Rabies Vaccine Program and distributes bait inside city limits as authorized by the State.
- Allows city citizen participation in the Spay Neuter in Pasco (SNIP) pet sterilization programs.
- Maintains a shelter data management system or animal record management.
- Maintains a pet licensing program for effective rabies control and pet identification.
- Maintains website for animal related information and lost pet identification.

ANIMAL SERVICES DEPARTMENT AFTER HOURS CALL OUT

Animal Control Officers should only be contacted after hours for the following
EMERGENCIES:

1. Animals that have bitten someone and are still at large.
2. Unconfined, aggressive animals that are posing an immediate threat to public health and safety.
3. Badly injured, stray domestic animals, i.e., those in imminent danger of dying. (Emergency care, of injured animals that have owners, is the responsibility of the owner.)

Contact Animal Services for calls regarding wildlife **only** if there is a bite involved.

Contact the **Florida Wildlife Conservation Commission** for complaints regarding nuisance or injured wildlife @ **(863) 648 3205**

Contact the Pasco County Sheriff's Agricultural Division for complaints regarding livestock:

NPR (727) 847-5878
LOL (813) 949-3502
DC (352) 521-5100

Calls of non-emergency nature such as nuisance, barking, running at large, strays at large, confined strays, etc. should be referred to Animal Services during normal working hours.

PASCO COUNTY ANIMAL SERVICES

WEST (727) 834-3216
CENTRAL (813) 929-1212
EAST (352) 521-5194