

MUNICIPAL INTERLOCAL AGREEMENT
ANIMAL CONTROL
Between Inglis, Florida and Yankeetown, Florida

THIS AGREEMENT, entered by the respective parties on the dates set forth below, between the Town of Inglis, Florida, ("Inglis"), and the Town of Yankeetown, Florida, ("Yankeetown"), (referred to collectively as the "Towns"):

WHEREAS Inglis and Yankeetown are municipalities located in Levy County, Florida; and

WHEREAS, as such, Inglis and Yankeetown possess those powers recognized by the Tenth Amendment to the United States Constitution, Article VIII, §2 of the Florida Constitution and §166.021, Florida Statutes; and

WHEREAS §163.01, Fla. Stat. explicitly authorizes Inglis and Yankeetown to enter an interlocal agreement 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 Inglis has entered a contract with an individual (the "Animal Control Officer") whose duties include the administration and enforcement of Inglis's animal control ordinance; and

WHEREAS Yankeetown has determined it would be a proper public purpose to engage the services of Inglis's Animal Control Officer for the purpose of enforcing code and statutory provisions relating to animal control within the municipal corporate limits of Yankeetown; and

WHEREAS the governing bodies of Inglis and Yankeetown have each determined that a public purpose will be served and the interests of their respective citizens and residents advanced by their entry into an interlocal agreement which permits the Inglis Animal Control Officer to provide services within the municipal corporate limits of Yankeetown,

NOW, THEREFORE, the Towns agree as follows:

1. **Recitals:** The above recitals are true and correct, accurately state the purposes and objectives of the parties in entering into this Agreement and are incorporated herein by reference.
2. **Authority:** This Agreement is entered into pursuant to the powers vested in Inglis and Yankeetown by the Tenth Amendment to the United States Constitution, Article VIII, §2 of the Florida Constitution, §166.021, Florida Statutes and §163.01, Fla. Stat.

3. **Services to be Provided:** During the term of this Agreement, Inglis shall permit its Animal Control Officer to administer and enforce Yankeetown's animal control ordinance within Yankeetown's corporate limits.
4. **Yankeetown Grant of Authority:** Yankeetown hereby grants and authorizes the Animal Control Officer to administer & enforce Yankeetown's animal control ordinance and to collect the animal impoundment fee(s) authorized by said ordinances for all services provided by said Officer within the municipal corporate limits of Yankeetown.
5. **Compensation for Services Provided:**
 - a. Monthly Consideration: As consideration for the services provided, Yankeetown shall pay Inglis the sum of \$868.50 per month, payable on the 1st of each month in advance, for all animal control services provided under this Agreement.
6. **Administration; Requests for Service; Communications:**
 - a. Inglis shall be solely responsible for administration of its contract with the Animal Control Officer, regardless of whether services are provided in Inglis or Yankeetown.
 - b. Yankeetown shall direct all requests for services and other communications to such contact person(s) as Inglis shall designate in writing.
7. **Separate Liability:**
 - a. Inglis shall be solely liable for any damages caused by negligence in the provision of services within Inglis.
 - b. Yankeetown shall be solely liable for any damages caused by negligence in the provision of services within Yankeetown.
 - c. This provision shall not operate to alter the State of Florida's waiver of sovereign immunity or to extend either Town's liability beyond the limits established in §768.28, Florida Statutes.
8. **No Prohibitions:** Each party represents unto the other that there are no lawful prohibitions, whether grounded in Federal, State, County, or Municipal law, which prevent either party from entering into this Agreement. Further, and to the extent provided by Florida law, each party agrees to defend, indemnify, and hold harmless the other should any challenge of

whatever nature be brought challenging the right or ability of Yankeetown or Inglis to enter into this Agreement.

9. **No Unintended Beneficiaries:** In no event shall this Agreement confer upon any third person, corporation, or entity the right to any cause of action or damages against any party hereto.
10. **Scope of Agreement:** This document reflects the full and complete understanding of the parties, supersedes any other agreements entered by and between the parties and maybe modified or amended only by a written document signed by all the parties hereto.
11. **Term:**
- a. Effective Date: This Agreement shall take effect Nov. 17, 2025, when approved by the governing bodies for both Inglis and Yankeetown.
 - b. Expiration of Initial Term: The initial term of this Agreement shall expire 12:01 am Oct. 1, 2026.
 - c. Subsequent Terms: The parties shall review this agreement during their annual budget process and may agree to extend the agreement for the next fiscal year upon mutually acceptable terms.
12. **Termination:** Inglis and Yankeetown each have an independent right to terminate this Agreement by serving written notice of termination upon the other. Any such termination shall become effective thirty (30) days after the same is served.

Town of Inglis, Florida

Town of Yankeetown, Florida

By: _____
Isaac Young, Mayor

By: _____
Laurence Vorisek, Mayor

Attest:

By: _____
Kerry Logeman, Town Clerk

By: _____
Seante Gyukeri, Town Administrator

Date: _____

Date: _____