

**Richard V. Neill, Jr.**

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**From:** Richard V. Neill, Jr.  
**Sent:** Monday, May 20, 2019 3:47 PM  
**To:** 'William Thiess'; Donna Dennis (donna.dennis@stlucievillagefl.gov); Jim Grimes; John Langel; Dale Reed; Ingrid Vanhekken (ingrid.vanhekken@stlucievillagefl.gov); Tim Ritter  
**Cc:** Melissa Kuhns; Scott Dennis  
**Subject:** 5-20-19 Attorney's Report Supplement  
**Attachments:** SLV.animal services.2019.pdf; 2019-3 Resolution re Animal Control Appeals.pdf

**PLEASE DO NOT REPLY ALL.**

Good afternoon:

Please consider this as a supplement to the Attorney's Report for tomorrow's meeting.

I'm attaching for your consideration the current version of the animal control interlocal agreement. The primary clarifications are that any administrative appeals will be handled by the Village Special Magistrate and that the effective date will be the date the interlocal is recorded in the public records. We would expect that to be approximately 10 days after adoption by St. Lucie County, which we anticipate to take place on June 4.

In connection with that matter, I've also drafted a resolution to direct and authorize the Special Magistrate to perform those duties. A copy of that is attached for your consideration.

Finally, I wanted to make you aware that on the King matter, Judge Alonzo has recused himself from further handling of the case. So our motion for reconsideration will now be assigned to Circuit Court Judge Bronis. I have communicated with the Kings' new lawyer and believe there is a possibility of compromising by editing the judgement so that it doesn't contain all the facts and conclusions with which we so strongly disagree, but also allow the Kings to keep their structure as is. I will ask you if I should pursue this.

**PLEASE DO NOT REPLY ALL.**

Regards,

Richard

Richard V. Neill, Jr.  
Town Attorney  
Town of St. Lucie Village, Florida

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Please Note: Florida has very broad public records laws. Most written communications to or from myself of Village officials regarding Village business are public records available to the public and media upon request. It is the policy of St. Lucie Village that all Village records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

**INTERLOCAL AGREEMENT  
BETWEEN  
TOWN OF ST. LUCIE VILLAGE and  
ST. LUCIE COUNTY  
(ANIMAL CONTROL)**

**THIS AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **TOWN OF ST. LUCIE VILLAGE**, a Florida municipal corporation (hereinafter the "Village"), and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (hereinafter the "County").

**WHEREAS**, the County and the Village are empowered to enter into interlocal agreements pursuant to Section 163.01, Florida Statutes; and,

**WHEREAS**, the County has adopted various ordinances related to animal control services which are codified under Chapter 6, Article II – Animal Control of the St. Lucie County Code of Ordinances and Compiled Laws (hereinafter the "County Ordinances"), as well as resolutions which establish fines for violation of such ordinances (hereinafter "County Fines"); and,

**WHEREAS**, the Village previously adopted Resolution No. 99-4 which authorized the St. Lucie County Animal Control Division, n/k/a St. Lucie County Animal Safety Services and Protection Division to enforce the County Ordinances and/or the applicable provisions of the Village nuisance ordinance within the municipal limits of the Village; and,

**WHEREAS**, the Village previously adopted Ordinance No. 2010-4 which provided for the St. Lucie County Animal Control Division, n/k/a St. Lucie County Animal Safety Services and Protection Division (hereinafter the "Division"), to enforce the County's animal control ordinances as well as the Village's animal control ordinances within the municipal limits of the Village; and,

**WHEREAS**, on April 16, 2019, the Village adopted Ordinance No. 2019-2, which amended the Village's existing ordinance to require dogs to be kept under the control of their owners and authorizing the County's Animal Safety Services and Protection Division to enforce the Village's animal control ordinances (hereinafter the "Village Ordinances"), within the municipal limits of the Village; and,

**WHEREAS**, the County and the Village desire to enter into this Interlocal Agreement to more clearly delineate the parties' responsibilities with regard to enforcement of their respective animal control ordinances within the municipal limits of the Village.

**NOW, THEREFORE**, in consideration of these premises and mutual covenants contained herein, the parties agree as follows:

**1. GENERAL**

This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal, or written, between the parties hereto. The above recitals are true and correct.

**2 ENFORCEMENT OF COUNTY ANIMAL CONTROL ORDINANCES**

In accordance with Village Ordinance No. 2019-2, the parties acknowledge and agree that the Village has authorized the County, through its Animal Safety Services and Protection Division of the Public Safety Department (hereinafter the "Division") to enforce the County Animal Control Ordinances within the municipal limits of the Village.

**3. COUNTY RESPONSIBILITIES**

- A. The Division, through its Animal Safety Officers and Animal Safety Coordinator, shall enforce the County Ordinances, as may be amended, and the provisions of the Village Ordinances as may be amended, within the municipal limits of the Village. Such enforcement shall include, but not be limited to, the investigation of complaints and/or calls for assistance, issuance of citations, and seizure of animals as authorized by County and/or Village Ordinances and applicable Florida statutes.
- B. The Public Safety Director shall be responsible for the initial classification of an animal aggressive animal or dangerous dog pursuant to the County Ordinances.
- C. The Animal Safety Officers and/or Animal Safety Coordinator shall appear in St. Lucie County Court hearings on any contested citations issued in accordance with this Agreement.
- D. The County shall provide a monthly report to the Village Marshall indicating services provided to the Village pursuant to this Agreement during the previous month.
- E. The County shall provide the Village with a copy of any amendments to the County Ordinances or County Fines within fifteen (15) days of their effective date.

**4. VILLAGE RESPONSIBILITIES**

- A. Within fifteen (15) days of the effective date of this Agreement, the Village shall issue a public notice advising Village residents that the Division is authorized to enforce the County and Village Ordinances within the municipal limits of the Village.
- B. The Village Special Magistrate shall serve as the hearing officer for any administrative appeals of an aggressive animal or a dangerous dog classification by the Public Safety Director pursuant to the County Ordinances.
- C. The Village shall provide the County with a copy of any amendments to the Village Ordinances within fifteen (15) days of their effective date.

**5. TERM OF AGREEMENT**

The effective date of this Agreement shall be the date on which it is recorded in the public records of St. Lucie County.

**6. TERMINATION**

Either party may terminate this Agreement upon sixty (60) days prior written notice to the other party.

**7. INDEMNIFICATION**

A. Subject to the provisions of Section 768.28, Florida Statutes (2018), the County agrees to indemnify and hold the Village harmless from and against any actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death arising out of this Agreement and caused by the negligent or wrongful act or omission of any employee of the County while acting within the scope of his office or employment under circumstances in which the County, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida.

B. Subject to the provisions of Section 768.28, Florida Statutes (2018), the Village agrees to indemnify and hold the County harmless from and against any actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death arising out of this Agreement and caused by the negligent or wrongful act or omission of the Village or any employee of the Village while acting within the scope of his office or

employment under circumstances in which the Village, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida.

**8. NOTICES**

All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the parties as follows:

**As to the COUNTY:**

St. Lucie County Administrator  
2300 Virginia Avenue  
Administration Annex  
Fort Pierce, Florida 34982

**With a copy to:**

St. Lucie County Attorney  
2300 Virginia Avenue  
Administration Annex  
Fort Pierce, Florida 34982

**As to the Village:**

Town of St. Lucie Village  
2841 North Old Dixie Highway  
Fort Pierce, Florida 34946

**With a copy to:**

Richard V. Neill, Jr., Esquire  
Neill Griffin Marquis, PLLC  
311 South Second Street, Suite 200  
Fort Pierce, Florida 34950

or to such other address as may hereafter be provided by the parties in writing. Notices by registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt.

**9. HEADINGS**

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

**10. RIGHTS OF OTHERS**

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

**11. WAIVER**

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

**12. INVALIDITY OF PROVISIONS**

The invalidity of one or more of the phrases, sentences, clauses, or Articles contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

**13. WHOLE UNDERSTANDING**

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

**14. AMENDMENTS**

The Agreement may only be amended by a written document signed by all parties and filed with the Clerk of the Circuit Court of St. Lucie County, Florida.

**15. EFFECTIVENESS**

This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, prior to its effectiveness.

[The next page is the signature page.]

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed by their duly authorized representative(s) on the latest day and year noted below.

**TOWN OF ST. LUCIE VILLAGE, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
Clerk

**BY:** \_\_\_\_\_  
Mayor

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

**APPROVED AS TO FORM AND  
CORRECTNESS**

**BY:** \_\_\_\_\_  
Village Attorney



**BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
**Deputy Clerk**

**BY:** \_\_\_\_\_  
**Chair**

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

**APPROVED AS TO FORM AND  
CORRECTNESS:**

**BY:** \_\_\_\_\_  
**County Attorney**

RESOLUTION 2019-3

**A RESOLUTION OF THE BOARD OF ALDERMAN OF THE TOWN OF ST. LUCIE VILLAGE, FLORIDA, AUTHORIZING THE SPECIAL MAGISTRATE TO CONDUCT AND DETERMINE ANY ADMINISTRATIVE APPEALS ARISING FROM, OR IN CONNECTION WITH, THE ENFORCEMENT OF VILLAGE OR ST. LUCIE COUNTY ANIMAL CONTROL REGULATIONS.**

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WHEREAS, the Board of Aldermen of the Town of St. Lucie Village adopted ordinance 2019-2 which amended the Village animal control regulations and authorized the Animal Safety Service and Protection Division, Department of Public Safety, St. Lucie County, Florida, to enforce the St. Lucie County Animal Control Ordinance within the municipal limits of the Town of St. Lucie Village, Florida; and

WHEREAS, implementing such County enforcement has necessitated that the parties enter an interlocal agreement; and

WHEREAS, St. Lucie County has requested that the Village provide, in the interlocal, for the conduct and determination of any administrative appeal to be handled by the Village; and

WHEREAS, it appears to the Board of Aldermen that the person most qualified and best positioned to conduct and decide such matter would be the Special Magistrate appointed to determine code enforcement matters pursuant to Ordinance 2018- 3; and

NOW, THEREFORE, the Board of Aldermen of the Town of St. Lucie Village, Florida, hereby resolves as follows:

1. That the Village's Special Magistrate, including any alternate Special Magistrate appointed, is directed and authorized to conduct and determine any administrative appeal arising from, or in connection with, the enforcement of Village or St. Lucie County animal control regulations.

2. That the Special Magistrate shall be paid for any such services in accordance with the then-current contract for services in connection with code enforcement.

WHEREAS, the current Special Magistrate is willing to undertake such duties.

PASSED AND APPROVED by the Board of Aldermen of the Town of St. Lucie Village on this \_\_\_\_\_ day of May, 2019.

APPROVED:  
BOARD OF ALDERMEN OF THE TOWN OF  
ST. LUCIE VILLAGE, FLORIDA

By:

\_\_\_\_\_  
William G. Thiess, Mayor

ATTESTED:

By: \_\_\_\_\_  
Donna Dennis, Clerk

I, DONNA DENNIS, Clerk of the TOWN OF ST. LUCIE VILLAGE, FLORIDA, do hereby certify that this is a true and accurate copy of Resolution 2019-3 which was duly introduced, read and adopted at the regular meeting of the Board of Aldermen of the TOWN OF ST. LUCIE VILLAGE, FLORIDA, held this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Donna Dennis, Clerk