

**2025 INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND
FLORIDA DEPARTMENT OF HEALTH IN SEMINOLE COUNTY
FOR THE SEMINOLE COUNTY ANIMAL
RABIES CONTROL PROGRAM**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 20_____ by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **FLORIDA DEPARTMENT OF HEALTH IN SEMINOLE COUNTY**, an executive branch agency of the State of Florida, whose address is 400 West Airport Boulevard, Sanford, Florida 32773, hereinafter referred to as "DEPARTMENT".

WITNESSETH:

WHEREAS, rabies in the animal population of the State of Florida, and in Seminole County in particular, is a significant and continuing problem; and

WHEREAS, rabies investigation and control is essential to protecting the health and safety of the citizens of Seminole County; and

WHEREAS, a collaborative effort between COUNTY and DEPARTMENT with respect to rabies and rabies control provides the most effective method for ensuring minimal spread of this disease in Seminole County; and

WHEREAS, the COUNTY and the DEPARTMENT have successfully collaborated in a Interlocal Agreement for the Seminole County Animal Rabies Control Program which was executed in May of 2015, renewed in 2020 and is scheduled to expire in May of 2025; and

WHEREAS, the COUNTY and the DEPARTMENT mutually desire to enter into a new Interlocal Agreement for the Seminole County Animal Rabies Control Program to replace the 2015 Agreement that is set to expire in May of 2025,

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 benefit of COUNTY, DEPARTMENT, and the citizens of Seminole County, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. COUNTY Responsibilities. COUNTY, by and through its Seminole County Animal Services Division (hereinafter referred to as 'SCAS') agrees to provide the following:

(a) SCAS assumes responsibility for the Seminole County Animal Rabies Control Program, as expressed in Chapter 64D-3 of the Florida Administrative Code, and in the latest version of the Rabies Prevention and Control in Florida Guide. Duties related to those responsibilities, as of the date of this Agreement, include as follows:

(1) When feasible, SCAS will search for and attempt to locate animals involved in bite attacks once reported to SCAS by victims, health care providers, or by DEPARTMENT.

(b) Shelter Quarantine:

(1) SCAS will perform rabies surveillance for owned animals found at-large, stray unowned animals, and owner surrendered animals at SCAS.

(2) Animals will be quarantined at SCAS shelter, unless the animal owner has made their own arrangements to board the animal at a veterinary clinic within Seminole County. In the latter situation, the animal's owner must notify SCAS.

(3) SCAS will observe animals under quarantine for signs and symptoms of rabies; and

(4) SCAS will release animals and notify animal bite victims regarding the health status of biting animals at the end of the quarantine period.

(c) In-home Quarantine:

(1) Owned animals may be in-home quarantined with the owner performing rabies surveillance, unless:

- (A) the owned animal is found at-large when the bite occurred;
- (B) there is a prior history of at-large citations for the owned animal;
- (C) the owned animal was impounded previously by SCAS; or
- (D) the bite injury is considered a “Severe Injury” pursuant to Section 767.11(3), Florida Statutes.

(2) Owned animals will be quarantined in the owner’s home, unless the animal’s owner has made their own arrangements to board the animal at a veterinary clinic. In such case, the owner must notify SCAS of the quarantine arrangements.

(3) The animal’s owner must observe their animal under in-home quarantine for signs and symptoms of rabies.



(4) Animals may be brought to a veterinary clinic or SCAS shelter for review and release from quarantine. If the animal is examined by a veterinary clinic, the animal’s owner must notify SCAS of the results of the review/release.

(5) At the discretion of SCAS or DEPARTMENT, animals may be reviewed and released from in-home quarantine by SCAS via telephone.

(d) SCAS agrees to provide head removal from high-risk animals involved in bite incidents as appropriate (excluding livestock). The head will then be prepared as a specimen to be sent for rabies testing.

(e) SCAS will coordinate with DEPARTMENT for the shipment of high-risk animal specimens involved in bite incidents and incidents of confirmed expose, as outlined below, by preparing and making these animal specimens available to DEPARTMENT for pick up.

(f) SCAS will provide the services as described in subsection (d) above for low-risk animal specimens at its discretion and in coordination of DEPARTMENT. Low-risk and/or non-vector species animal specimen testing requests must be approved by DEPARTMENT and animals must be delivered to SCAS by the person in possession of the animal.

(g) SCAS will provide specimen preparation for deceased high-risk animals that did not qualify for normal exposure standards if:

- (1) DEPARTMENT has determined that a qualified exposure has taken place;
- (2) the request for testing was made by a licensed veterinarian; and/or
- (3) the animal resided within Seminole County.

(h) SCAS agrees to receive, record, and investigate reports of persons bitten, scratched, or otherwise exposed by potentially rabid animals.

(i) SCAS shall inform DEPARTMENT when actions in a court of law are needed to enforce rabies regulations in the interest of involving both parties to the agreement in such actions.

(j) SCAS will notify DEPARTMENT when any of the following occurs:

- (1) sudden illness or death of an animal under quarantine;
- (2) escape of an animal under quarantine; and/or
- (3) failure of an animal's owner to comply with rabies control measures.

(k) SCAS will refer all medical injuries regarding post-exposure prophylaxis (PEP) to DEPARTMENT.

(l) SCAS will be responsible for record retention, which responsibilities include:

(1) being the custodian of animal bite reports received by SCAS for the record retention period of four (4) years from the date of the animal bite, per the latest State of Florida General Records Schedule GS1-SL for State and Local Government Agencies;

(2) during the record retention period, SCAS will respond to all public inquiry requests regarding Animal Bite Reports;

(3) at the end of the record retention period, SCAS will provide all original records to DEPARTMENT as requested, or destroy said records pursuant to COUNTY policy.

(m) SCAS will coordinate with DEPARTMENT regarding rabies incidents, to include public education, rabies alerts, and area quarantines.

(n) SCAS agrees to honor any provisions relative to confidentiality of animal bite victim's patient records located within Chapter 381, Florida Statutes, which may be applicable under the circumstances.

(o) SCAS will notify DEPARTMENT of human bites due to potential or known rabid animals as needed.

(p) SCAS agrees to coordinate with DEPARTMENT and other agencies for the provision of public education regarding animal bites and rabies.

(q) SCAS will refer individuals with low-risk bites to DEPARTMENT for all questions regarding lab testing and any up-front fees for such testing.

(r) SCAS shall provide stray animal control.

(s) SCAS will provide rabies species vector control for symptomatic wildlife.

Section 3. DEPARTMENT Responsibilities.

(a) DEPARTMENT agrees to provide medical consultation regarding rabies vaccination to SCAS.

(b) DEPARTMENT will perform surveillance of rabies PEP use and report finding to the Florida Department of Health.

(c) DEPARTMENT agrees to provide pre-exposure and post-exposure vaccinations for all at-risk SCAS employees.

- (d) Further, DEPARTMENT agrees to provide rabies titers, as needed, for all at-risk SCAS employees.
- (e) DEPARTMENT will contact animal bite victims of potentially rabid or known rabid animals and advise victims regarding rabies PEP.
- (f) DEPARTMENT agrees to provide post-exposure vaccinations to animal bite victims, as necessary, for those not utilizing private sector health providers.
- (g) DEPARTMENT will arrange for after-hours rabies vaccination coverage.
- (h) DEPARTMENT will obtain written release from animal bite victims refusing recommended rabies PEP.
- (i) DEPARTMENT agrees to notify animal bite victims and SCAS of any rabies testing results from animal specimens submitted by SCAS.
- (j) DEPARTMENT will report all human bites by rabid animals to the Florida Department of Health.
- (k) DEPARTMENT agrees to provide assistance to SCAS in a court of law, when needed, with the enforcement of rabies control regulations.
- (l) DEPARTMENT agrees to provide technical assistance to SCAS regarding animal status determination.
- (m) DEPARTMENT agrees to provide rabies guidebooks, legislative material, and other rabies control documents as appropriate.
- (n) DEPARTMENT will coordinate with SCAS regarding rabies incidents to include Public education, rabies alerts and area quarantines. Further, DEPARTMENT will coordinate with SCAS and other agencies to provide public education regarding animal bites and rabies.
- (o) DEPARTMENT will be responsible to receive and store original Animal Bite Reports, as requested from SCAS, following the expiration of the State of Florida General

Records Schedule GS1-SL for State and Local Government Agencies four (4) year record retention schedule from the date of the animal bite.

(p) DEPARTMENT will become the custodian of Animal Bite Reports after the three (3) year record retention period by SCAS, and respond to all public inquiry requests during that period.

(q) DEPARTMENT will retrieve from SCAS rabies specimens (i.e. animal heads) to send to its laboratory for analysis, and will collect from DEPARTMENT's customer the established fee for examination of low-risk bite animal specimen from DEPARTMENT's customer.

(r) DEPARTMENT will review all low-risk animal specimen testing requests for approval prior to contacting SCAS for assistance.

(s) DEPARTMENT agrees to coordinate with SCAS to process specimen preparation for deceased high-risk animals which did not qualify for confirmed exposure, if those animals meet the defined criteria. "Confirmed Exposure" means those exposure incidents meeting the criteria as outlined in the Rabies Prevention and Control in Florida Guide (e.g. bite, scratch, or mucous membrane exposure to saliva) that have been confirmed by DEPARTMENT.

Section 4. Insurance Requirements.

(a) Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

(b) If either COUNTY or DEPARTMENT employs private contractors to perform any responsibility outlined in this Agreement, then COUNTY or DEPARTMENT, respectively, shall ensure that the private contractors are sufficiently insured and fully liable for the payment of reasonable compensation for any property damaged or destroyed, by contractor, during the course of this Agreement.

Section 5. Indemnification. Each party to this Agreement, its officers, employees and agents do not assume and specifically disclaim any liability for the acts, omissions or negligence of the other party, its officers, employee or agents, arising from or related to this Agreement except as otherwise provided by this Agreement or any other agreement between the parties.

Section 6. Employee Status. Persons employed by DEPARTMENT in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. 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 DEPARTMENT, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to DEPARTMENT 's officers and employees either by operation of law or by DEPARTMENT.

Section 7. Notice. 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(s) hereinafter designated, or (ii) upon deposit of the notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in according to this section:

For COUNTY:

County Manager's Office
1101 East First Street
Sanford, Florida 32771

With a copy to:

Seminole County Animal Services Division
232 Eslinger Way
Sanford, Florida 32773

For DEPARTMENT:

Florida Department of Health in Seminole County
400 West Airport Boulevard
Sanford, Florida 32773

Section 8. Governing Law. The laws of the State of Florida govern the validity, enforcement and interpretation of this Agreement. Seminole County, Florida is the sole venue for any legal action in connection with this Agreement.

Section 9. Parties Bound. This Agreement is binding upon and inures to the benefit of DEPARTMENT and COUNTY, and their successors and assigns.

Section 10. Conflict of Interest.

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party, or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government, as this statute may be amended from time to time,.

(b) Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes, as the statute may be amended from time to time, as over 5%) either directly or indirectly in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other party

pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any State or Federal agency.

(d) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 11. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

Section 12. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 13. Public Records Law.

(a) DEPARTMENT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. DEPARTMENT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) DEPARTMENT specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) meet all requirements for retaining public records and transfer, at no cost to COUNTY, all public records in possession of DEPARTMENT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.

(c) Failure to comply with this Section will be deemed a material breach of this Agreement, for which COUNTY may terminate this Agreement immediately upon written notice to DEPARTMENT.

Section 14. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 15. Effective Date and Term, Termination. The effective date of this Agreement will be May 26, 2025. The term of this Agreement is five (5) years from the effective date. This Agreement may be extended by the parties for five (5) additional one (1)

year terms. The Agreement may be terminated by either party, with or without cause, after thirty (30) days' notice to the other party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated above.

WITNESSES:


FRANK MEHTA
Print Name



Mirna Chamorro
Print Name

FLORIDA DEPARTMENT OF HEALTH
IN SEMINOLE COUNTY

By: 
ETHAN JOHNSON, DrPH, MPH
Health Officer

Date: 4/30/25



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ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance
County only.

As authorized for execution by the Board of Seminole
of County Commissioners at its _____,
20____, regular meeting,

Approved as to form and
legal sufficiency.

County Attorney



AFL/sfa
05/02/2025

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