

**Lee County Board of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20021410

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve addendum to the Amended Interlocal Agreement between Lee County and the City of Cape Coral for increased animal control services provided by Lee County Animal Services ("Animal Services"). Authorize Commissioner's signature on the addendum. Approve addition of one animal control officer to be funded with the additional revenues from this addendum. Funding will be available in account KL5620100100.501210.

**WHY ACTION IS NECESSARY:** Board of County Commissioners' approval is required to amend the agreement with the City of Cape Coral for increased animal control services provided by Animal Services.

**WHAT ACTION ACCOMPLISHES:** Finalizes the Addendum to the Amended Interlocal Agreement with City of Cape Coral.

**2. DEPARTMENTAL CATEGORY:**  
**COMMISSION DISTRICT #** C6G

**3. MEETING DATE:**  
12-17-2002

**4. AGENDA:**

CONSENT  
ADMINISTRATIVE  
APPEALS

PUBLIC  
WALK ON

**TIME REQUIRED:**

**5. REQUIREMENT/PURPOSE:**  
*(Specify)*

STATUTE  
 ORDINANCE  
 ADMIN. CODE

OTHER  
Agreement

**6. REQUESTOR OF INFORMATION:**

**A. COMMISSIONER**  
**B. DEPARTMENT** Animal Services  
**C. DIVISION**

**BY:** Scott Trebatoski *# for ST.*

**7. BACKGROUND:**

On January 1, 1999, the Board of County Commissioners executed an Interlocal Agreement with the City of Cape Coral for animal control services. The agreement expires on September 30, 2003. The City of Cape Coral has requested increased animal control services for the period of January 1, 2003 through September 30, 2003.

Such increased services will include an additional animal control officer to be for exclusive use in the City during designated peak times and on weekends. The City shall pay Lee County Animal Services the sum of \$52,000.00.

In order to finalize the Addendum to the Amended Interlocal Agreement it is necessary for the Board to approve the addendum.

Attachments: Addendum to the Amended Interlocal Agreement.

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
N/A	N/A	<i>George A. [Signature]</i>	N/A	<i>[Signature]</i> 12/5/02	OA	OM	RISK	GC	<i>[Signature]</i> 12/5/02
					<i>[Signature]</i> 12/5/02	<i>[Signature]</i> 12/5/02	<i>[Signature]</i> 12/5/02	<i>[Signature]</i> 12/5/02	

**10. COMMISSION ACTION:**

- \_\_\_\_\_ APPROVED  
\_\_\_\_\_ DENIED  
\_\_\_\_\_ DEFERRED  
\_\_\_\_\_ OTHER

**Rec. by CoAtty**  
Date: 12/5/02  
Time: 3:15 pm  
Forwarded To: [Signature]  
12/5/02 3:16 pm

**RECEIVED BY  
COUNTY ADMIN. CA**  
12/5 3:30  
**COUNTY ADMIN.  
FORWARDED TO:**  
12/5 4:00

# RESOLUTION #

Amending the General Revenue Budget, Fund 00100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2002-2003.

**WHEREAS**, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the General Revenue Budget, Fund 00100, for \$ 52,000 of the unanticipated revenue from Interlocal Agreement funding and an appropriation of a like amount for Salaries expenditures and;

**WHEREAS**, the General Revenue Budget, Fund 00100 shall be amended to include the following amounts which were previously not included.

## ESTIMATED REVENUES

Prior Total:		
Additions		\$311,679,079
KL5620100100.341900.9033	Interlocal – Cape Coral	\$ 52,000
Amended Total Estimated Revenues		\$ 311,731,079

## APPROPRIATIONS

Prior Total:		
Additions		\$ 311,679,079
KL5620100100.501210	Salaries	\$ 52,000
Amended Total Appropriations		\$ 311,731,079

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lee County, Florida, that the General Revenue, Fund 00100 is hereby amended to show the above additions to its Estimated Revenue and Appropriation Accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2002.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

DOC TYPE YA  
LEDGER TYPE BA



consideration, to include the mutual covenants and promises herein, the Parties hereby agree as follows:

**SECTION ONE: TERMS**

1.1 The Scope of Services as set forth in the Amended Interlocal Agreement are incorporated into the terms of this Addendum as if set out herein at length, to the extent such terms do not conflict with the purpose and intent of this Addendum.

**SECTION TWO: PURPOSE**

2.1 It is the purpose and intent of this Addendum to define the terms and conditions under which an additional animal control officer is provided to the City of Cape Coral.

**SECTION THREE: COSTS**

3.1 The CITY shall pay Lee County Animal Services the sum of \$52,000 to be paid in equal monthly installments (\$5,777.78) from January 1, 2003 through September 30, 2003. Payment is due within thirty (30) days of the date of invoicing; late payments are subject to a 1.5% fee per month or any portion of a month the payment is late. The City and County agree to meet and negotiate the pricing for the renewal of this agreement for any additional period no later than 120 days prior to its expiration on September 30, 2003.

**SECTION FOUR: OBLIGATIONS OF THE PARTIES**

4.1 COUNTY agrees to provide an additional, full-time (40 hrs/week) animal control officer to the City of Cape Coral for use in the City during designated peak times and weekends; (See, Attached Schedule of Hours- Exhibit A). Included in the 40 hrs/week are all travel, unloading, paperwork, training, and meeting times.

4.2 If the Cape Coral animal control officer works in excess of forty (40) hours in any week, the officer shall be paid time and one-half (1-1/2) his/her regular hourly rate of pay for every hour actually worked in excess of forty (40) hours. Leave time, whether paid or unpaid, will not be counted as time worked for overtime purposes. Such additional time shall be billed to the City at the rate of \$28.00 per hour; billing shall be done on a monthly basis. If the officer has actually left his/her assigned duty after completing a shift and is notified that they must return to work in order to work another shift or to perform work as defined by County policy he/she shall receive a minimum of two (2) hours pay at the appropriate rate.

In the event that the countywide animal control officer can not respond to an urgent after hours request for assistance in Cape Coral (as described in paragraph #21 of the Amended Interlocal) within the time parameters set forth in the Amended Interlocal, the countywide officer may request the assistance of the Cape Coral animal control officer. The City of Cape Coral will be responsible for the additional overtime hours worked and will be billed for a minimum two (2) hour call (if the actual time is less than two hours) or for the actual hours worked (if more than two hours). The Cape Coral officer is not an on-call officer, however, he may be called in urgent circumstances if needed.

4.3 COUNTY agrees to provide a vehicle for the use of the animal control officer. The County will provide all vehicle maintenance and insurance. Any vehicle assigned by the County is property of the County. The City will provide a secure area for the storage/parking of the vehicle or equipment upon completion of the officer's shift.

4.4 COUNTY will make a reasonable effort to staff this position with an officer who is a resident of the City of Cape Coral.

4.5 CITY agrees and acknowledges that shift schedules and assignments may change and rotate. County reserves the right to assign other officers to staff the Cape Coral weekend shift to avoid continued overtime, or to give other employees the opportunity to work available overtime or to give the regular Cape Coral animal control officer the opportunity to sleep or rest.

4.6 COUNTY shall not provide dispatch to officers except during regular business hours Monday through Friday. Officers working at other times will receive calls through an automated system that instructs callers to leave a message that triggers a pager. The County shall not be responsible for misdirected calls unless the City agrees to pay additional costs of overtime for the correction of misdirected calls.

#### **SECTION FIVE: PERIOD OF AGREEMENT**

5.1 The term of this Agreement will extend from January 1, 2003 through September 30, 2003.

#### **SECTION SIX: TERMINATION**

6.1 This Agreement may be terminated by either party by giving thirty (30) days notice, in writing.

#### **SECTION SEVEN: NOTICES**

7.1 Any notices or other documents permitted or required to be delivered pursuant to this Addendum, shall be delivered to Lee County at the Office of the County

Manager and to the City at the Office of the City Manager.

**SECTION EIGHT: AMENDMENT**

8.1 This Addendum may only be amended in writing and duly executed by both Parties with the same formalities as this Agreement.

**SECTION NINE: CONSTRUCTION**

9.1 This Addendum shall be governed by and construed in accordance with the laws of the State of Florida.

**SECTION TEN: LIABILITY**

10.1 The Parties agree that by execution of this Addendum, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for by Florida Statutes.

**SECTION ELEVEN: SEVERABILITY**

11.1 If any provision of this Addendum is held invalid, the remainder of the Addendum shall not be affected thereby and all other parts of this Addendum shall nevertheless be in full force and effect.

**SECTION TWELVE:**

IN WITNESS WHEREOF, County and City have executed this Addendum on the day, month and year first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Clerk

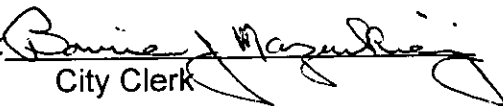
By: \_\_\_\_\_  
Chairman

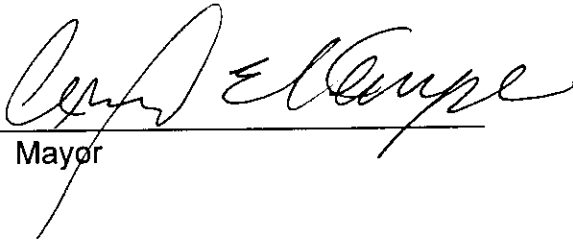
APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of the County Attorney

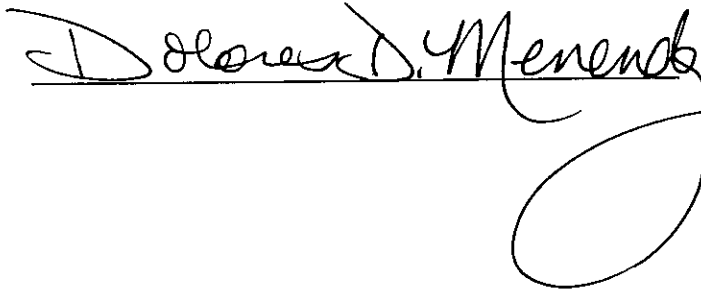
ATTEST:  
CITY CLERK

CITY OF CAPE CORAL

By:   
City Clerk

By:   
Mayor

APPROVED AS TO FORM BY:

  
City Attorney

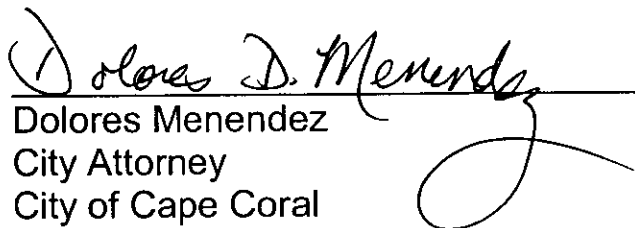


**EXHIBIT A: Scheduling of Peak Hours**

Whereas the Addendum to the Memorandum of Understand with Cape Coral regarding animal control seeks to provide additional staffing for peak hours, the scheduling of such officer may need to be adjusted from time to time based on needs and call volume. The revision of scheduling shall be done at the discretion of Lee County Animal Services with the prior written consent of the City of Cape Coral which consent shall not be unreasonably withheld.

The initial schedule for the peak load officer for the City of Cape Coral shall be:

TUESDAY: 2:30 PM TO 10:00 PM (7 hours)  
WEDNESDAY: 2:30 PM TO 10:00 PM (7 hours)  
THURSDAY: 2:30 PM TO 10:00 PM (7 hours)  
FRIDAY: 2:30 PM TO 10:00 PM (7 hours)  
SATURDAY: 7:00 AM TO 7:00 PM (12 hours)

  
Dolores Menendez  
City Attorney  
City of Cape Coral