

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

Blue Sheet No. 20041268

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the 1st addendum to the Interlocal Agreement for Animal Services to provide comprehensive services to the City of Cape Coral and the City of Fort Myers. CA

WHY ACTION IS NECESSARY:

Provide recalculation of appropriate fees for the municipalities.

WHAT THE ACTION ACCOMPLISHES:

Distribution of costs based on services used.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #: ALL **CLB**

3. MEETING DATE:

10-19-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE
 - ORDINANCE
 - ADMIN. CODE
 - OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT ANIMAL SERVICES
- C. DIVISION
- BY: _____

7. BACKGROUND:

Lee County Animal Service entered into five-year agreements with the municipalities it serves last year. Included was an annual recalculation of fees based on actual services used in the preceding 12 months. In the past the contracts had an annual increase cap at 5% and the County ended up subsidizing the costs of services substantially. The current agreement provides for accurate fee calculation and fair distribution of costs.

8. MANAGEMENT RECOMMENDATIONS:

Approve the 1st Addendums for Cape Coral & Fort Myers.

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Operations <i>9/30</i>				G County Manager
					OA	GM	Risk	GC	
<i>Handwritten signature</i> 9/28/04				<i>Handwritten signature</i> 9/28/04	CA 9/30/04	<i>Handwritten signature</i> 9/30/04	<i>Handwritten signature</i> 9/28/04	MY 9/30/04	HS to Peter Ninton 9/30/04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 9/29/04
Time: 10:30
Forwarded To:
Co. Admin
9/30/04

RECEIVED BY
COUNTY ADMIN: CA
9/30/04
9:40 AM.
COUNTY ADMIN
FORWARDED TO:
9/30/04
420

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE CITY OF FORT MYERS REGARDING ANIMAL CONTROL SERVICES

THIS AMENDMENT to the Interlocal Agreement is made and entered into this _____ day of _____, 2004, by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the CITY OF FORT MYERS, a municipal corporation of the State of Florida, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the County, pursuant to Section §163.01, Florida Statutes, has the authority to enter into agreements for sharing of certain governmental powers and obligations; and

WHEREAS, the Parties previously entered into an Interlocal Agreement for animal control and animal sheltering services on September 23, 2003; and

WHEREAS, Sections FOUR and FIVE of the Agreement required the recalculation of proportionate shares of the Animal Services budget to establish annual fees for services based on service and population;

NOW, THEREFORE, in consideration of the foregoing, and of mutual covenants and conditions hereinafter set forth, the City and the County, intending to be legally bound, hereby agree to this First Amendment, as follows:

1. **SECTION FIVE: COMPENSATION AND METHOD OF PAYMENT** - [New language reflected by underlining]

5.1 From October 1, 2004 through September 30, 2005, the City agrees to pay the County the sum of \$371,832.00 based on a year-end analysis of the percentage of the population of the City as a proportion of the population of all areas where Lee County Animal Services provide services and a factor for comprehensive services provided to the City (the formula for calculation of fees from this point forward shall be based on service statistics for field operations and proportionate population for all other areas), for and in consideration of the services described in Exhibit "A", said sum shall be paid in

equal monthly installments of \$30,986.00 to be paid no later than forty five (45) days after services have been provided. Late payments shall be subject to a one percent (1%) administrative fee. The City and the County agree to meet and negotiate for the renewal of this Agreement for any additional years no later than ninety (90) days prior to its expiration of the entire agreement on September 30, 2008.

2. All other terms of the Interlocal Agreement remain the same.
3. This Amended Interlocal Agreement shall become effective on the date written above. This Agreement, and any subsequent Amendments thereto, shall be filed with the Clerk of the Circuit Court for Lee County.

IN WITNESS WHEREOF, the parties hereto have caused these presence to be executed by their duly authorized officers and their official seals hereto affixed, on the day and year as first written above.

ATTEST:

By: Marie Adams
City Clerk

CITY OF FORT MYERS

By: [Signature]
Mayor

APPROVED AS TO LEGAL FORM:

By: [Signature]
City Attorney

ATTEST:

CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

By: _____
Lee County Attorney's Office

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
LEE COUNTY AND THE CITY OF CAPE CORAL
REGARDING ANIMAL CONTROL SERVICES**

THIS AMENDMENT to the Interlocal Agreement is made and entered into this ___ day of _____, 2004, by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the CITY OF CAPE CORAL, a municipal corporation of the State of Florida, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the County, pursuant to Section §163.01, Florida Statutes, has the authority to enter into agreements for sharing of certain governmental powers and obligations; and

WHEREAS, the Parties previously entered into an Interlocal Agreement for animal control and animal sheltering services on September 23, 2003; and

WHEREAS, Sections IV and V of the Agreement require the recalculation of proportionate shares of the Animal Services' budget to establish annual fees for services based on service and population;

NOW, THEREFORE, in consideration of the foregoing, and of mutual covenants and conditions hereinafter set forth, the City and the County, intending to be legally bound, hereby agree to this First Amendment, as follows:

1. **SECTION IV: TIME OF PERFORMANCE**

This Agreement shall begin on October 1, 2004 and end on September 30, 2008. The City will be consulted during the County's annual budget process for recommendations regarding staffing, service, and other budgetary items that the City may require.

2. **SECTION V: COMPENSATION AND METHOD OF PAYMENT**

5.1 From October 1, 2004 through September 30, 2005, the City agrees to pay the County the sum of \$670,733.00 based on a year-end analysis of the percentage of the population of the City as a proportion of the population of all areas where Lee County Animal Services provides services and a factor for comprehensive service provided to the City, for and in

consideration of the services described in Exhibit "A". Said sum shall be paid in equal monthly installments of \$55,894.42 to be paid no later than forty five (45) days after services have been provided.

Late payments shall be subject to a one percent (1%) administrative fee.

For the remaining three year time periods: from October 1, 2005 to September 30, 2006; October 1, 2006 to September 30, 2007; and October 1, 2007 to September 30, 2008, the City agrees to pay the County a sum to be calculated by adding the City's proportionate share for field operations based on service statistics for field operations for each geographic area served by Lee County Animal Services plus the City's proportionate share for all other services based on the population of the City compared to the total population of the geographic areas served by Lee County Animal Services. The City and the County agree to meet to calculate the foregoing amount no later than June 30th of each year; at that time, the parties shall negotiate any adjustments to the calculations resulting from staffing, service, or other budgetary items that the City or County may require. If such adjustments would result in a sum that would be different from the calculation described herein, then the parties may amend this agreement. The aforesaid sum shall be calculated annually and paid by the City to the County in equal monthly installments to be paid no later than forty-five (45) days after services have been provided. Late payments shall be subject to a one percent (1%) administrative fee.

3. **SECTION XI: TERMINATION**

The City may terminate this Agreement by submitting written notice to the County dated not less than one hundred twenty (120) calendar days prior to the termination date. Termination will be effective as of

the date specified on the written notice. The County may terminate this Agreement by submitting written notice to the City dated not less than one hundred twenty (120) calendar days prior to the termination date. Termination will be effective as of the date specified on the written notice.

4. All other terms of the Interlocal Agreement remain the same.
5. This Amended Interlocal Agreement shall become effective on the date written above. This Agreement, and any subsequent Amendments thereto, shall be filed with the Clerk of the Circuit Court for Lee County.

IN WITNESS WHEREOF, the parties hereto have caused these presence to be executed by their duly authorized officers and their official seals hereto affixed, on the day and year as first written above.

ATTEST:

By: Bonnie J. Vent
City Clerk

CITY OF CAPE CORAL
By: Chris St. George
Mayor

APPROVED AS TO LEGAL FORM:

By: William R. Payne, Jr.
City Attorney

CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

ATTEST: **BOARD OF
COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

By: _____
Lee County Attorney's Office