

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

Blue Sheet No. 20041356

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the 1<sup>st</sup> addendum to the Interlocal Agreement for Animal Services to provide comprehensive services to the City of Bonita Springs.

**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

*C6D*

**3. MEETING DATE:**

*11-02-2004*

**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 1<sup>st</sup> Addendums for Bonita Springs

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Operations				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i> 10/15/04				<i>[Signature]</i> 10/18/04	<i>CA</i> 10/19/04	<i>45</i> 10/19/04	<i>or</i> 10/19/04	<i>14</i> 10/19/04	<i>HS</i> 10/21/04

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *10/18/04*  
Time: *4:25*  
Forwarded To: *[Signature]*  
*10/19/04*

RECEIVED BY  
COUNTY ADMIN: *CK*  
*10/19/04*  
*10:46 am*  
COUNTY ADMIN  
FORWARDED TO: *[Signature]*  
*10/21/04*  
*3pm*

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE CITY OF BONITA SPRINGS 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 BONITA SPRINGS, 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 \$185,778.00 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 \$15,481.50 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.

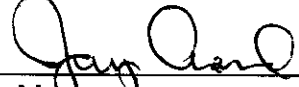
2. All other terms of the Interlocal Agreement remain the same.
3. This Amended Interlocal Agreement shall become effective on the date written above. This Agreement, and any subsequent Amendments thereto, shall be filed with the Clerk of the Circuit Court for Lee County.

**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:   
City Clerk

**CITY OF BONITA SPRINGS**

By:   
Mayor

APPROVED AS TO LEGAL FORM:

By:   
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

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND CITY OF BONITA SPRINGS REGARDING ANIMAL CONTROL SERVICES**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT is made and entered into this 23rd day of September, 2003, by and between the **CITY OF BONITA SPRINGS**, a municipal corporation of the State of Florida, acting by and through its City Council, the governing body thereof, "City", and **LEE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "County," and collectively, "the Parties" hereto.

**RECITALS**

WHEREAS, the City Council is the governing body in and for the City of Bonita Springs; and the Board of County Commissioners is the governing body in and for Lee County; and,

WHEREAS, both the County and the City are duly empowered pursuant to Florida Statutes, in particular Section 163.01, Florida Statutes, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the County operates an Animal Services Division; and

WHEREAS, the City receives a benefit from the facilities and services provided by Lee County Animal Control; and

WHEREAS, the City desires to have Animal Control Services provided for the public health, safety and welfare of the citizens of Bonita Springs, and the City Council has determined it appropriate to compensate the County for providing such services on behalf of the City; and

WHEREAS, the Parties hereto find that entering into this Interlocal Agreement serves a public purpose and is to the public's benefit.

NOW, THEREFORE, the Parties agree to the following terms and conditions hereinafter set forth, the City and the County, intending to be legally bound, hereby agree as follows:

**SECTION I**            **PURPOSE**

It is the purpose and intent of this Agreement to define the terms and conditions under which the County will provide to the City, certain Animal Control Services.

All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth above.

**SECTION II**            **AUTHORITY FOR AGREEMENT**

The City represents to the County that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Governing Body of the City, has been executed and delivered by an authorized officer of the City, and constitutes a legal, valid and binding obligation of the City. The County represents to the City that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Governing Body of the County, has been executed and delivered by an authorized officer of the County, and constitutes a legal, valid and binding obligation of the County.

**SECTION III**            **SCOPE OF SERVICES**

The County hereby agrees to provide and perform all services required and necessary to complete the services and work as set forth herein in Exhibit "A" and entitled "SCOPE OF SERVICES", a copy of which is attached hereto.

**SECTION IV**            **TIME OF PERFORMANCE**

This Agreement shall begin on October 1, 2003 and end on September 30, 2008. The price to be paid by the City for the services provided under this Agreement will increase annually (on October 1, 2004, October 1, 2005, October 1, 2006, October 1, 2007 and October 1, 2008) and will reflect an annual recalculation of fees based upon the approved yearly budget for Animal Services, unless this Agreement is cancelled in writing by either party in accordance with the notice provision contained in Section XI. The City shall be consulted during the County's annual budget process for recommendations regarding staffing, service, and other budgetary items that the City may require.

**SECTION V**            **COMPENSATION AND METHOD OF PAYMENT**

- 5.1 From October 1, 2003 through September 30, 2004, the City agrees to pay the County the sum of \$173,113.00 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 comprehensive services and a factor for 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 \$14,426.08 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 on September 30, 2008.
- 5.2 The City agrees and acknowledges that any services provided by the County exceeding those delineated in the Scope of Services (Exhibit "A") may result in additional costs to the City which shall be negotiated by the Parties and

incorporated into the payment structure of this Agreement by addendum or amendment. Payment for such services is contingent upon written approval, by the City, prior to provision of such service.

**SECTION VI      ASSIGNMENT**

No assignment, delegation, transfer, or novation of this Interlocal Agreement or any part thereof shall be made, unless approved in writing by the City and the County.

**SECTION VII      NOTICES**

Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement, shall be delivered to the County at the Office of the County Manager and to the City, at the Office of the City Manager.

**SECTION VIII      AMENDMENT**

This Interlocal Agreement may only be amended in writing and duly executed by the City and the County with the same formalities as this Agreement.

**SECTION IX      CONSTRUCTION**

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

**SECTION X      DEFAULT**

If the City or the County shall fail to perform or observe any of the material terms or conditions of this Interlocal Agreement applicable to it for a period of thirty (30) days after receipt of written notice of such default from the other Party, the Party giving the notice of default may be entitled to terminate this Interlocal Agreement. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver

of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the waiving Party. Such waiver shall be limited to the terms specifically contained therein.

**SECTION XI**      **TERMINATION**

The City may terminate this Agreement by submitting written notice to the County dated not less than one hundred eighty (180) 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 eighty (180) calendar days prior to the termination date. Termination will be effective as of the date specified on the written notice.

**SECTION XII**      **LIABILITY**

The Parties agree that by execution of this Agreement, 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 XIII**      **FILING**

This Interlocal Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the City.



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

ATTEST

CITY OF BONITA SPRINGS

By: *Sharon J. Lynn*  
City Clerk

By: *[Signature]*  
Mayor

APPROVED AS TO FORM

By: *[Signature]*  
City Attorney

ATTEST  
CHARLIE GREEN, CLERK

By: *[Signature]*  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: *[Signature]*  
Chairman



APPROVED AS TO FORM

By: *[Signature]*  
Office of the County Attorney

**SCOPE OF SERVICES  
EXHIBIT 'A'**

1. Management, policy and fiscal measures will be established and maintained by the County to implement animal control field and shelter services to enforce animal control laws, rules and regulations.
2. The minimum hours of operation for the shelter will be from 8:00 a.m. to 5:00 p.m. Monday, Wednesday, Thursday, Friday, Tuesday from 8:00 a.m. to 7:00 p.m. and on Saturday from 8:00 a.m. to 2:00 p.m. or a minimum of 40 hours a week. Days and hours may vary depending on service level needs and staffing. Full road service will be from 8:00 a.m. to 5:00 p.m. and additional limited service from 5:00 p.m. to 9:00 p.m.
3. Trained personnel will be provided during the hours of operation to assure that the animal control facility is open to the public to assist with inquiries, complaints, and other administrative responsibilities.
4. Twenty-four hour telephone service will be available for receiving complaints and requests for service. However, after 9:00 p.m., only calls involving emergencies will require a response by Animal Control Personnel. Emergencies involving an imminent safety risk to the public or a threat of immediate physical harm to a person(s) or property will be physically responded to by Animal Control Personnel within three hours. Phones will be answered in person from 8:00 a.m. until 5:00 p.m., Monday through Friday. An automated phone answering service shall record messages left at all other hours. The automated answering system will have the ability to notify an on-call officer of emergencies. Animal Services shall not be responsible for misdirected calls.
5. Suitable cages in sufficient numbers will be available for after-hours "turn-in" of animals.
6. The Lee County licensing program will be administered. Due to pet overpopulation concerns in the County and City, the licensing program shall provide incentives for animals that are sterilized. The licensing program shall be universal throughout the County for all areas covered by Animal Services.
7. A reduced cost spay/neuter program will be provided through qualified participating vets for City of Bonita Springs pet owners meeting qualification requirements including current license and vaccinations.

8. The County shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and consistently applied. The records will include the description of the animal, all information relating to the owner, the circumstances regarding the animal being taken into custody and the final disposition of the animal. The City shall have reasonable access during regular business hours to such records during the term of this Contract.
9. A lost and found pet service will be provided including, but not limited to, the taking of "lost" and "found" animal reports from citizens, the posting of such information on the Lee County Animal Services Web Page and "in person" viewing at the shelter. A microchip identification service will be offered to the residents of Bonita Springs. Residents who have an animal impounded at Lee County Animal Services may purchase a Microchip ID.
10. Humane animal traps will be provided to citizens free of charge to trap stray domestic animals when available, and on a first come- first serve basis. A refundable deposit will be required for use of these traps. Traps not returned within a specified period shall be subject to a daily late fee. Citizens shall be responsible for the traps and the care of any animals caught in the traps while in their possession. Humane traps may not be used for trapping of wildlife; any wildlife accidentally caught in a trap shall be released on site (it will not be relocated or transported).
11. Written responses of actions taken on complaints will be provided the City of Bonita Springs upon reasonable request during the County's regular business hours.
12. The following services will incur a charge in accordance with the External Fees and Charges Manual as established by the County. These fees shall be charged directly to the citizens and are payable upon receipt of the service:
  - A.
    - Boarding of impounded or quarantined animals
    - Pick-up of owned animals for delivery to the shelter when owners have no means of transportation
    - Euthanasia and disposal services for owned pets
    - Pick-up and disposal of dead animals on private property
    - Trapping of wildlife which pose an immediate threat to the safety or welfare of citizens.
    - Other services deemed necessary providing written approval to

charge for these services has been approved from the County.

- B. Euthanasia of injured, sick or abandoned animals shall be performed by the County in accordance with the provisions set forth in Fla. Stat. § 828.058.

Cruelty investigations will be conducted for any and all reports of animal cruelty, neglect, pet shop violations, large animal problems and any other complaints that may be in violation of state or local animal control laws.

Pick-up and transport service will be provided for any animals trapped in loaned traps.

Humane care and treatment to include limited, appropriate veterinary services for stabilization required or for reduction of pain/suffering for all animals will be provided until the animal is returned to the owner, selected for adoption or humanely disposed of.

13. All utilities will be paid by the County to include electricity, water, sewer, solid waste, and telephone service.

14. Statistical and financial reports will be performed on a monthly basis from reports generated by the shelter software. The reports will include intake and outflow statistics, bite case statistics and may further include:

- Number and type of animals handled
- Number of animals euthanized
- Number of animals altered
- Number of animals adopted
- Number of animals quarantined
- Number of animals redeemed by the owner
- Number of bite cases
- Number of animals housed

The reports will be made available to the City on a monthly basis. Additional more comprehensive reports shall be provided on a quarterly basis.

15. Trained personnel will be utilized to provide the animal control services in accordance with State and local laws. This includes the regulations of the Cities of Fort Myers, Bonita Springs, Cape Coral, and the Town of Fort Myers Beach.
16. "Trained personnel" will be utilized to investigate all reports of violations of Animal Control Ordinances, and when warranted, to cite and seek prosecution of all persons charged with the violations. Trained personnel means sworn Animal Control officers pursuant to Chapter 767, Florida Statutes.
17. For non-emergencies, requests for assistance for animal quarantine, confiscation and transporting the animal to confinement for observation, will be provided no later than 24 hours from receipt of proper notification.
18. ~~Requests for assistance for animal cruelty~~ (as defined by Lee Co. Ord. 98-10 or Florida Statute § 828.12, as amended) will be provided no later than 24 hours after receipt of proper notification and stray or loose animals will be provided no later than 48 hours after receipt of proper notification.
19. Trained personnel will be utilized to serve as dispatchers. The dispatch personnel will dispatch calls over the County's two-way 800 MHZ radio system Monday through Friday 8:00a.m. to 5:00 p.m.  
  
The City of Bonita Springs will be granted the same access to Animal Control by 800 MHZ radio as afforded to the other municipalities and Sheriff.
20. Lee County will follow State law and/or Health Department rules or regulations concerning persons or animals bitten by any animal within Lee County.
21. The following calls for service will be considered priorities when determining mode and manner of response to multiple calls for assistance by the County's Animal Control personnel (individual items are in no specific order, prioritization shall be based on individual cases):
  - Rescue of unattended injured animal
  - Rescue of animal which is inhumanely trapped or unnaturally restrained
  - Rescue or take custody of animals involved in motor vehicle accidents, or which impedes traffic
  - Provide assistance to citizens where a bite or attack has occurred and the animal remains at large and a threat to citizens or their property

- Provide assistance where any dangerous or vicious dog has escaped and is posing an immediate threat to citizens or property
- Provide assistance to law enforcement for emergencies, including the pick up of any injured or dead animal on the scene related to a law enforcement incident.

80% of these calls will be physically responded to within two hours of the initial call and 100% of these calls will be responded to within three hours of the initial call.

22. The following services will be provided for all animals brought into the facility:

- Proper identification recording of animals using established policies and procedures
- Health evaluation of animals for injury, sickness, temperaments or other additional conditions
- Provide emergency medical care as required
- Provide authorized preventive care
- Check for parasite and groom/clean if necessary
- Conduct fecal and heartworm tests on adoptable animals
- Appropriate housing of the animals
- Shelter quarantine for bite case animals for a fee
- Complete inventory of animals in the shelter
- All animals brought into the facility will be fed and watered on a seven-day basis. A diet appropriate to their breed, species and physical condition will be administered.
- The kennel area, cages, euthanasia room and other areas of the facility will be cleaned daily.
- An education program will be maintained as part of the administrative function of Animal Services.
- An adoption program will be maintained as part of the administrative and kennel functions of Animal Services. All cats and dogs adopted shall be required to be sterilized and permanently identified through an implanted microchip.

- **Appropriate vaccinations and licensing shall apply based on species, age, and other factors.**
23. **An education program will be maintained as part of the administrative function of Animal Services.**
  24. **An adoption program will be maintained as part of the administrative and kennel functions of Animal Services. All cats and dogs adopted shall be required to be sterilized and permanently identified through an implanted microchip. Appropriate vaccinations and licensing shall apply based on species, age, and other factors.**
  25. **Animal Services shall be responsible for the pickup of dead domestic (dogs and cats) animals within the jurisdictions covered by this Interlocal Agreement when such dog or cat is located on the public roadways, right of ways or on any public lands. Animal Services shall charge a fee for pickup of any dead dog or cat when on private property. Lee County may subcontract the pickup and disposal of dead animals. The subcontractor will be selected in accordance with applicable Florida Law.**