

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

Blue Sheet No. 20051431

1. ACTION REQUESTED/PURPOSE:

Second Amendment to Interlocal Agreements for Animal Services for the City of Cape Coral, the City of Fort Myers, the City of Bonita Springs & the Town of Fort Myers Beach

2. WHAT ACTION ACCOMPLISHES:

Revises fees for FY2005-06 to reflect propionate share of costs based on services delivered and population

3. MANAGEMENT RECOMMENDATION: Accept the Amendments

4. Departmental Category: <u>6</u> C6B		5. Meeting Date: <u>10-18-2005</u>
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	<input type="checkbox"/> Ordinance
	<input type="checkbox"/> Admin. Code	<input type="checkbox"/> Other
	<input checked="" type="checkbox"/>	
8. Request Initiated:		
Commissioner _____ countywide		
Department _____ Animal Services		
Division _____		
By: <u>Scott Trebatoski, Director</u>		

9. Background:

In 2003, Lee County entered into 5 year Interlocal Agreements with Cape Coral, Fort Myers, Bonita Springs & Fort Myers Beach to provide Animal Services to their communities. Each year that agreement is amended to reflect proportionate costs based on the service level provided in the previous period and revised population figures.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	X	X	X	<i>[Signature]</i>	<i>[Signature]</i> 10/3/05	<i>[Signature]</i> 10/3/05	<i>[Signature]</i> 10/3/05	<i>[Signature]</i> 10/5/05	<i>[Signature]</i> 10-6-05

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>

Rec. by CoAtty
Date: <u>10/30/05</u>
Time: <u>3:50pm</u>
Forwarded To: Co. mgr. <u>10-3-05</u>

SECOND 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 _____, 2005, 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]

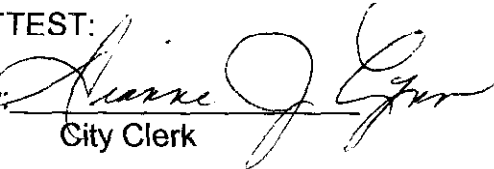
5.1 From October 1, 2005 through September 30, 2006, the City agrees to pay the County the sum of \$199,134.00 based on a year-end analysis of the percentage of the population of the City as a proportion of the population of all areas where Lee County Animal Services provide services and a factor for comprehensive services provided to the City (The formula for calculation of fees for field operations shall be based on service statistics for each geographic area served by Lee County Animal Services. All other services of Lee County Animal Services shall be based on the population of the geographic area served compared to the total population of the areas served by Lee County Animal Services.), for and in consideration of the services described in Exhibit "A", said sum shall be paid in equal monthly

installments of \$16,594.50 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.

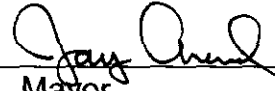
2. All other terms of the Interlocal Agreement remain the same.
3. This Amended Interlocal Agreement shall become effective on the date written above. This Agreement, and any subsequent Amendments thereto, shall be filed with the Clerk of the Circuit Court for Lee County.

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

SECOND 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 _____, 2005, 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, 2005 through September 30, 2006, the City agrees to pay the County the sum of \$452,945.00 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 for field operations shall be based on service statistics for each geographic area served by Lee County Animal Services. All other services of Lee County Animal Services shall be based on the population of the geographic area served compared to the total population of the areas served by Lee County Animal Services.), for and in consideration of the services described in Exhibit "A", said sum shall be paid in equal monthly

installments of \$37,745.42 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. 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
Marie Adams, CMC

CITY OF FORT MYERS

By: Jim Humphrey
Mayor
Jim Humphrey

APPROVED AS TO LEGAL FORM:

By: Grant W. Alley
City Attorney
Grant W. Alley

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

SECOND 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 _____, 2005, 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 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, 2005 through September 30, 2006, the City agrees to pay the County the sum of \$833,661.00 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 for field operations shall be based on service statistics for each geographic area served by Lee County Animal Services. All other services of Lee County Animal Services shall be based on the population of the geographic area served compared to the total population of the areas served by Lee County Animal Services.), for and in consideration of the services described in Exhibit "A", said sum shall be paid in equal monthly installments of \$69,471.75 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. An agreement for a municipal cat trap program requested by the City, to be run by the City of Cape Coral, is included in this Addendum as "Attachment 2005-01." 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: *Tuzman Glades*
City Clerk

CITY OF CAPE CORAL

By: *Circ Paullos*
Mayor

APPROVED AS TO LEGAL FORM:

By: *William Burtney for*
City Attorney

**SIGN
HERE**

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

Attachment 2005-01
Municipal Trap Program Agreement

This is an agreement between the City of Cape Coral (hereafter "City") and Lee County (hereafter "County") establishing a municipal cat-trapping program to be administered by the City of Cape Coral.

The City shall be responsible for administering the trap program including but not limited to any program paperwork, trap deposit(s), tracking of the traps, and maintenance of the traps. The City shall be responsible for the cost of repair and/or replacement of any damaged, lost or stolen traps. The County shall provide samples of the forms it uses to administer its trap program to the City for reference.

The City shall return any damaged trap to the County for repair or replacement if it cannot be repaired. All replacement traps for those lost or stolen shall be handled through COUNTY. The replacement cost of the traps shall be \$95 per trap; repair costs shall be actual cost plus a \$10 administrative fee for processing.

The City agrees that it shall not purchase any traps except through the County or meeting specifications for this program. Any traps purchased outside this agreement will not be serviced by The County.

The County shall provide the City with nine (9) Tomahawk Cat Trap with Release Door (32"x 10"x12") for the initial program. The traps are marked with a numbered tag & property sign. Traps supplied: #417787, #417788, #417789, #417790, #419121, #419128, #419129, #419130 & #420950.

The County agrees to remove any domestic cat or dog. Any wild animal or non-domestic animal trapped shall be released onsite of where it was trapped. The County has a scope of services limited to domesticated animals, injured animals, and animals that have been cruelly treated. Nuisance wildlife and exotic species are outside its scope of services. Furthermore, the County is not permitted by the State of Florida as a nuisance wildlife trapper nor is it certified to transport wildlife.

The County shall not transport City traps or shuttle traps to and from the locations the City chooses to use to administer its municipal trapping program. If the Animal Control Officer feels that it is unsafe to remove the trapped animal in the field, that officer may remove the trap and take it to the Animal Services Center. Those traps shall be returned, as time permits, to the City of Cape designated location. The person who had received the trap from the City shall be responsible for returning it to the proper location.

If at any time the City chooses to end its municipal trap program nine (9) Tomahawk Cat Traps with Release Door (32"x 10" x 12") shall be returned to Lee County Animal Services.

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LEE COUNTY
AND THE TOWN OF FORT MYERS BEACH REGARDING ANIMAL CONTROL
SERVICES**

THIS AMENDMENT to the Interlocal Agreement is made and entered into this _____ day of _____, 2005, by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the TOWN OF FORT MYERS BEACH, a municipal corporation of the State of Florida, hereinafter referred to as the "Town."

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 Town and the County, intending to be legally bound, hereby agree to this First Amendment, as follows:

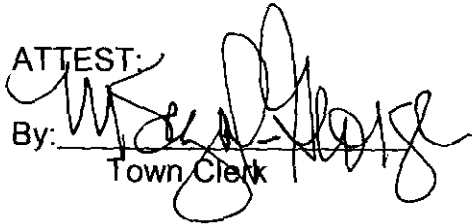
1. **SECTION FIVE: COMPENSATION AND METHOD OF PAYMENT** - [New language reflected by underlining]

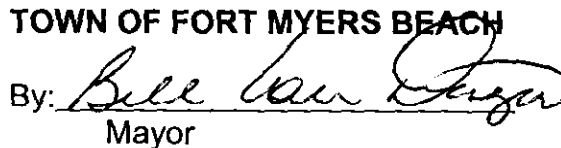
5.1 From October 1, 2005 through September 30, 2006, the Town agrees to pay the County the sum of \$36,789.00 based on a year-end analysis of the percentage of the population of the Town as a proportion of the population of all areas where Lee County Animal Services provide services and a factor for comprehensive services provided to the Town (The formula for calculation of fees for field operations shall be based on service statistics for each geographic area served by Lee County Animal Services. All other services of Lee County Animal Services shall be based on the population of the geographic area served compared to the total population of the areas served by Lee County Animal Services.), for and in consideration of the

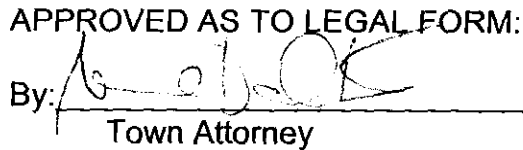
services described in Exhibit "A", said sum shall be paid in equal monthly installments of \$3065.75 to be paid no later than forty five (45) days after services have been provided. Late payments shall be subject to a one percent (1%) administrative fee. The Town and the County agree to meet and negotiate 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: 
Town Clerk

TOWN OF FORT MYERS BEACH
By: 
Mayor

APPROVED AS TO LEGAL FORM:
By: 
Town 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