

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20031044

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Interlocal Agreements (ILA) with the City of Cape Coral, the Town of Fort Myers Beach, the City of Bonita Springs & the City of Fort Myers for the County to provide necessary animal control services for a fee based on population and service level provided. Authorize Chairman to enter into these agreements as written by the County and approved by the parties.

WHY ACTION IS NECESSARY:

Current agreements end 9/30/2003.

WHAT THE ACTION ACCOMPLISHES:

Provides continuity of services.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #: ALL *C6F*

3. MEETING DATE:

09-23-2003

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:

The County has provided comprehensive animal control and enforcement, lost & found pet services, bite case management, adoption services for unclaimed pets, owner requested euthanasia, rabies registration program, and other associated services of the Animal Services Department to the Cities of Cape Coral, Bonita Springs and Fort Myers, along with the Town of Fort Myers Beach. The previous five-year agreement is scheduled to terminate on 9/30/03. Previous ILAs did not incorporate indirect charges (such as workers compensation, liability insurance, etc) and other intergovernmental fees (such as HR services, County Attorney services, etc). The fee schedule for the new agreements is based on population and service levels provided in the past 12 months and are based on the true full budget cost for the department. Copies of the actual ILAs are attached. Signed copies will be provided as approved by the other parties (scheduled for acceptance: Cape Coral 9/8/03; Fort Myers Beach 9/8/03; Fort Myers 9/15/03; Bonita Springs 9/17/03).

8. MANAGEMENT RECOMMENDATIONS:

Approve the Agreements as written by the County.

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> 9/3/03	N/A	N/A	N/A	<i>[Signature]</i> 9/1/03 for scheduling	CA 9/8/03	OM 9/1/03	Risk 9/1/03	GC 9/8/03	<i>[Signature]</i> HAS 9-12-03

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *9/4/03*
 Time: *4:01 pm*
 Forwarded To:
Co. Atty
9/4/03 4:15 pm

RECEIVED BY
 COUNTY ADMIN: *CA*
 COUNTY ADMIN
 FORWARDED TO: *PK*
9/12/03
8:18 AM

Town of Fort Myers Beach



Daniel L. Hughes
Mayor

Terry Cain
Vice-Mayor

Howard Rynearson
Seat 3

Bill Thomas
Seat 4

Bill VanDuzer
Seat 5

September 10, 2003

Lee County Attorney's Office
Attention: Kristie Kroslack
PO Box 398
Fort Myers, FL 33902-0398

2003 SEP 11 AM 7:04
RECEIVED BY
LEE CO. ATTORNEY

Dear Kristie,

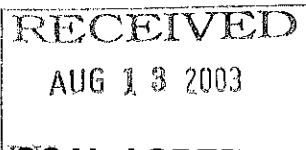
Enclosed is the original Interlocal Agreement for Animal Services. Please obtain the necessary signatures and return to us as soon as possible.

Thanks for giving this your kind attention.

Sincerely,

Rachel Lambert
Administrative Services Director





INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND TOWN OF FORT MYERS BEACH REGARDING ANIMAL CONTROL SERVICES

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the **TOWN OF FORT MYERS BEACH**, a municipal corporation of the State of Florida, acting by and through its Town Council, the governing body thereof, "Town", 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 Town Council is the governing body in and for the Town of Fort Myers Beach; and the Board of County Commissioners is the governing body in and for Lee County; and,

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

WHEREAS, the Town desires to have Animal Control Services provided for the public health, safety and welfare of the citizens of Fort Myers Beach, and the Town Council has determined it appropriate to compensate the County for providing such services on behalf of the Town; 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 Town 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 Town, 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 Town 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 Town, has been executed and delivered by an authorized officer of the Town, and constitutes a legal, valid and binding obligation of the Town. The County represents to the Town 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 Town 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 Town shall be consulted during the County's annual budget process for recommendations regarding staffing, service, and other budgetary items that the Town may require.

SECTION V COMPENSATION AND METHOD OF PAYMENT

- 5.1 From October 1, 2003 through September 30, 2004, the Town agrees to pay the County the sum of \$23,481.00 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 provides comprehensive services and a factor for service provided to the Town, for and in consideration of the services described in Exhibit "A", Said sum shall be paid in equal monthly installments of \$1956.75 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 on September 30, 2008.
- 5.2 The Town 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 Town 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 Town, 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 Town 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 Town, at the Office of the Town Manager.

SECTION VIII **AMENDMENT**

This Interlocal Agreement may only be amended in writing and duly executed by the Town 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 Town 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 Town 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 Town 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

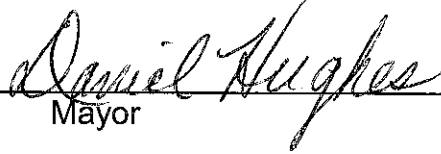
This Interlocal Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the Town.

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

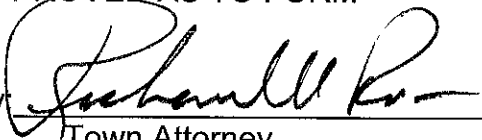
ATTEST

By: 
Town Clerk

Town OF Fort Myers Beach

By: 
Mayor

APPROVED AS TO FORM

By: 
Town Attorney

ATTEST
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Chairman

APPROVED AS TO FORM

By: _____
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 Town, 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 Town of Fort Myers Beach 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 Town 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 Fort Myers Beach. 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 Town of Fort Myers Beach 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 Town 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 Town of Fort Myers Beach 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.

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 _____ day of _____, 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: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM

By: _____
City Attorney

ATTEST
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM

By: _____
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.

INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND CITY OF CAPE CORAL REGARDING ANIMAL CONTROL SERVICES

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the **CITY OF CAPE CORAL**, 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 Cape Coral; 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 Cape Coral, 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 \$548,230.00 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 \$45,685.83 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 Cape Coral

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM

By: _____
City Attorney

ATTEST
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM

By: _____
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 Cape Coral 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 Cape Coral. 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 Cape Coral 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 Cape Coral 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.

INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND TOWN OF FORT MYERS BEACH REGARDING ANIMAL CONTROL SERVICES

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the **TOWN OF FORT MYERS BEACH**, a municipal corporation of the State of Florida, acting by and through its Town Council, the governing body thereof, "Town", 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 Town Council is the governing body in and for the Town of Fort Myers Beach; and the Board of County Commissioners is the governing body in and for Lee County; and,

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

WHEREAS, the Town desires to have Animal Control Services provided for the public health, safety and welfare of the citizens of Fort Myers Beach, and the Town Council has determined it appropriate to compensate the County for providing such services on behalf of the Town; 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 Town 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 Town, 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 Town 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 Town, has been executed and delivered by an authorized officer of the Town, and constitutes a legal, valid and binding obligation of the Town. The County represents to the Town 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 Town 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 Town shall be consulted during the County's annual budget process for recommendations regarding staffing, service, and other budgetary items that the Town may require.

SECTION V **COMPENSATION AND METHOD OF PAYMENT**

- 5.1 From October 1, 2003 through September 30, 2004, the Town agrees to pay the County the sum of \$23,481.00 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 provides comprehensive services and a factor for service provided to the Town, for and in consideration of the services described in Exhibit "A", Said sum shall be paid in equal monthly installments of \$1956.75 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 on September 30, 2008.
- 5.2 The Town 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 Town 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 Town, 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 Town 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 Town, at the Office of the Town Manager.

SECTION VIII **AMENDMENT**

This Interlocal Agreement may only be amended in writing and duly executed by the Town 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 Town 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 Town 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 Town 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 Town.

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

ATTEST

Town OF Fort Myers Beach

By: _____
Town Clerk

By: _____
Mayor

APPROVED AS TO FORM

By: _____
Town Attorney

ATTEST
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM

By: _____
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 Town, 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 Town of Fort Myers Beach 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 Town 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 Fort Myers Beach. 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 Town of Fort Myers Beach 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 Town 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 Town of Fort Myers Beach 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.

INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND CITY OF FORT MYERS REGARDING ANIMAL CONTROL SERVICES

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the **CITY OF FORT MYERS**, 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 Fort Myers; 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 Fort Myers, 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 \$291,326 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 \$24,277.17 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 Fort Myers

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM

By: _____
City Attorney

ATTEST
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM

By: _____
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 Fort Myers 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 Fort Myers. 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 Fort Myers 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 Fort Myers 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.