

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

Blue Sheet No. 20020811

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve amendment to the Interlocal Agreement between Lee County and the City of Cape Coral regarding services provided by Lee County Animal Service ("Animal Services"). Authorize Commissioner's signature on the amended Interlocal Agreement.

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

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

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

*C6C*

**3. MEETING DATE:**

*08-06-2002*

**4. AGENDA:**

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

**5. REQUIREMENT/PURPOSE:**

*(Specify)*

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER-  
Agreement

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT Animal Services
- C. DIVISION
- BY: Scott Trebatoski

**7. BACKGROUND:**

On January 1, 1999, the Board of County Commissioners executed an Interlocal Agreement with the City of Cape Coral for animal control services. The agreement expires on September 30, 2003. At the City's request, the interlocal agreement is being amended to clarify the level of services provided under the original contract. In addition, the City of Cape Coral requested that a comprehensive set of performance measures be established to evaluate the services received.

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

Attachments: Amended Interlocal Agreement (3).

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>Stubinski</i> <i>7/3/02</i> <i>13-1014</i>	n/a	n/a	n/a	<i>WTO</i> <i>7/18/02</i>	<i>Appn 7/15</i>				
					OA <i>7/18/02</i>	QM <i>7/12/02</i>	RISK <i>7/11/02</i>	GC <i>7/15/02</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *7/15/02*  
Time: *3:35pm*  
Forwarded To:  
*Budget*  
*7-2-02 9:11*

RECEIVED BY  
COUNTY ADMIN.  
*7/18/02*  
*10:30am*  
BY ADMIN.  
FORWARDED TO: *CA*  
*7-5-02 HS*  
*7/15 9:10*

# COUNCIL AGENDA ITEM

Item: Revised Interlocal Agreement for Animal Control Services

Department Submitting: City Manager Date: \_\_\_\_\_

Please schedule this item for:

Consent Agenda: \_\_\_\_\_ x \_\_\_\_\_ Date: 5/28/02  
Round Table Discussion: \_\_\_\_\_ x \_\_\_\_\_ Date: 5/28/02  
Regular Agenda: \_\_\_\_\_ x \_\_\_\_\_ Date: 6/03/02

POC: Howard Kunik Ext.: x1457

There will / will not be handouts:

Attached: \_\_\_\_\_  
To be provided on: \_\_\_\_\_  
Date

**CITY COUNCIL  
CONSENT AGENDA ITEM  
JUNE 3, 2002**

**TITLE:** Revised Interlocal Agreement for Animal Control Services

**SUMMARY:** During the past four months, discussions occurred with Lee County regarding the City's contract for animal control services.

Based on these discussions, a number of revisions to the existing interlocal agreement are being recommended to carry the City through the end of the existing contract period, September 30, 2003.

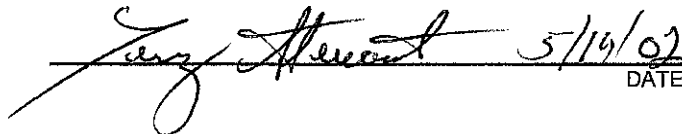
1. The City and County agree to meet and negotiate pricing for agreement renewal no later than May 2003.
2. The scope of services has been enhanced to include a more clear, defined level of service.
3. A comprehensive set of performance measures has been established to initiate evaluation of services received.
4. Coverage by road officers within the City of Cape Coral has been expanded to include 2.5 officers in Cape Coral or part Cape Coral (Pine Island and small portion of North Fort Myers included), Monday through Friday, 8am to 5pm. Recently, Animal Control Services has been using one less zone and having an officer available from 2:30pm to 11:00pm, Monday through Friday, to respond to calls. A significant number of the calls emanating from 2:30pm to 11:00pm originate from Cape Coral.
5. Animal Control has submitted an innovative program to the Lee County Board of Commissioners to supplement the low-cost voucher for spay/neuter. It will be funded by an increase in license fees without impacting current MOU provisions.

**DOLLAR VALUE AND FUNDING SOURCE:** \$249,803 in FY 2003, already delineated in approved contract

**RECOMMENDATION:** That the City approve the revisions to the Interlocal Agreement with Lee County for animal control services within Cape Coral for the period ending September 30, 2003.

**APPROVALS:**

CITY MANAGER

  
DATE

CITY OF CAPE CORAL  
CITY MANAGER'S OFFICE

TO: Mayor and Council Members

THRU: Terry Stewart, City Manager *TS*

FROM: Howard Kunik, Assistant City Manager *HK*

DATE: May 7, 2002

SUBJECT: Revised Interlocal Agreement for Animal Control Services

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**Issue:** Interlocal Agreement with Lee County for provision of animal control services within Cape Coral

**Recommendation:** That the City approve the revisions to the Interlocal Agreement with Lee County for animal control services within Cape Coral for the period ending September 30, 2003.

**Discussion:** During the past four months, discussions occurred with Lee County regarding the City's contract for animal control services. City and County staff analyzed the following contract areas:

- Core level of service for shelter and field operations
- Definition of response
- Records retention and review
- Lost and found service
- Services paid for within the City contract and those paid for by citizens
- Performance measures, monitoring, and reporting
- Enhanced communication
- Shelter services for animals brought to the facility

Staff also evaluated existing interlocal agreements for animal control services between Lee County and the cities of Fort Myers, Bonita Springs, Fort Myers Beach, and unincorporated Lee County in terms of scope, cost, and contract language.

Based on these discussions, a number of revisions to the existing interlocal agreement are being recommended to carry the City through the end of the existing contract period, September 30, 2003.

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1. The City and County agree to meet and negotiate pricing for agreement renewal no later than May 2003.
2. The scope of services has been enhanced to include a more clear, defined level of service.
3. A comprehensive set of performance measures has been established to initiate evaluation of services received.
4. Coverage by road officers within the City of Cape Coral has been expanded to include 2.5 officers in Cape Coral or part Cape Coral (Pine Island and small portion of North Fort Myers included), Monday through Friday 8am to 5pm. Recently, Animal Control Services has been using one less zone and having an officer available from 2:30pm to 11:00pm, Monday through Friday, to respond to calls. A significant number of the calls emanating from 2:30pm to 11:00pm originate from Cape Coral.
5. Animal Control has submitted an innovative program to the Lee County Board of Commissioners to supplement the low-cost voucher for spay/neuter. It will be funded by an increase in license fees without impacting current MOU provisions.

The discussions between Animal Control Services and City staff have resulted in a better understanding of expectations and communication. Additionally, the City's Police Department will respond to calls for service in instances where there is a threat to citizens or their property and where a bite or attack has occurred.

Approval of the amended contract will enable the City to monitor performance and level of service, in order to decide on a future direction in FY 2004. Such direction could entail in-house operations, enhanced level of service to be provided by Lee County Animal Control or a combination of the two.

**Fiscal Impact:** \$249,803 in FY 2003, already delineated in approved contract.

HK/tl(AnimalControlAmended)

Attachment

C: Arnold Gibbs, Police Chief  
Laurel Czerwinski, Financial Services Director  
Kristie Kroslack, Assistant County Attorney  
Scott Trebatoski, Director, Lee County Animal Control Services  
Holly Schwartz, Assistant to the County Manager

**AMENDED AND RESTATED 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 \_\_\_\_\_, 2002, 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 has acquired the Animal Control Division from the Humane Society of Lee County pursuant to the Lee County Board of County Commissioners issuance of a Request for Proposals (RAP) on December 2, 1998, for Animal Control Services; and

WHEREAS, the County will operate Animal Control Services beginning January 1, 1999 as a part of its public health, safety and welfare obligations; 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 City has adopted City of Cape Coral Ordinance No. 4093, for the protection, regulation and control of animals; 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 January 1, 1999 and end on September 30, 2003.

**SECTION V            COMPENSATION AND METHOD OF PAYMENT**

5.1 First Year Compensation. The City agrees to pay the County the sum not to exceed \$156,132.00 based on a year-end analysis of the percentage of service calls allocated to cities for and in consideration of the services described in Exhibit "A", as provided by the County between January 1, 1999 and September 30, 1999. Said sum shall be paid in nine (9) equal monthly installments of \$17,348.00 to be paid within thirty (30) days after receipt by the City of each monthly Animal Services Report from the County.

5.2 Second Year Compensation. The City agrees to pay the County the sum not to exceed \$208,944.00 for and in consideration of the services as described in Exhibit "A", as provided between October 1, 1999 to September 30, 2000. Said sum shall be paid in twelve (12) equal monthly installments of \$17,412.00 to be paid within thirty (30) days after receipt by the City of each monthly Animal Services Report from the County.

5.3 Third Year Compensation. The City agrees to pay the County the sum not to exceed \$226,578.00 for and in consideration of the services as described in Exhibit "A", as provided between October 1, 2000 to September 30, 2001. Said sum shall



be paid in twelve (12) equal monthly installments of \$18,881.50 to be paid within thirty (30) days after receipt by the City of each monthly Animal Services Report from the County.

5.4 Fourth Year Compensation. The City agrees to pay the County the sum not to exceed \$237,907.00 for and in consideration of the services as described in Exhibit "A", as provided between October 1, 2001 to September 30, 2002. Said sum shall be paid in twelve (12) equal monthly installments of \$19,825.58 to be paid within thirty (30) days after receipt by the City of each monthly Animal Services Report from the County.

5.5 Fifth Year Compensation. The City agrees to pay the County the sum not to exceed \$249,803.00 for and in consideration of the services as described in Exhibit "A", as provided between October 1, 2002 to September 30, 2003. Said sum shall be paid in twelve (12) equal monthly installments of \$20,816.92 to be paid within thirty (30) days after receipt by the City of each monthly Animal Services Report from the County. The City and the County agree to meet and negotiate the pricing for the renewal of this agreement for any additional years no later than 120 days prior to its expiration on its terms, or May, 2003.

5.6 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 Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Amended Interlocal Agreement on the day, month and year first written above.

ATTEST

By: *Susan J. Rice*  
Acting City Clerk

CITY OF CAPE CORAL

By: *W. J. Patera*  
Mayor Pro Tem

APPROVED AS TO FORM

By: *Dolores D. Menendez*  
City 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 – Friday and on Saturday from 8:00 a.m. to 12:00 p.m. (noon).
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 5:00 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.
5. Suitable cages in sufficient numbers will be available for after-hours “turn-ins” of animals.
6. The Lee County Licensing Program will be administered.
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. Records will be maintained for a five-year period. 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 adopting an animal from Lee County Animal Services or who had 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 animals when available, and on a first come- first serve basis. A refundable deposit will be required for use of these traps. Citizens shall be responsible for the traps and the care of any animals caught in the traps while in their possession.
11. Written responses of actions taken on complaints will be provided the City of Cape Coral Council or Administrators upon reasonable request during the County's regular business hours.
12. The following services will incur a charge in accordance with the External Fees Manual as established by the County:
  - 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 animals on private property
    - Trapping of nuisance 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 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. The reports will 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 ~~quarterly~~ monthly 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, 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 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 hour after receipt of notification and stray or loose animals will be provided no later than 48 hours after receipt of 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.

~~Upon written request of the City, the County may establish procedures that allow limited after hours access by the City to the Animal Control dispatch channel.~~

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. ~~A Memorandum of Understanding between the County and the Lee County will follow state law and/or Health Department rules or regulations will be executed outlining the procedures required by any local 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 as urgent by the County's Animal Control personnel:

- 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

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.

~~25. Euthanasia and disposal of animals will be performed in accordance with §828.058, Florida Statutes.~~

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
- Complete daily inventory
- 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.

### EXPLANATION OF CURRENT SERVICES

In addition to the information provided by the Memorandum of Understanding and the Scope of Services (Exhibit A) that are funded by revenues paid by the City of Cape Coral and other agencies, Lee County Animal Services (LCAS) shall provide additional information regarding current services. Some of those services are enhancements to the services funded by the MOU for which no funding is provided. These expanded services have been made possible through operation efficiency, increased adoption rates, and donations. These services however are subject to the fluctuating nature of donations and adoption rates. Should the revenues not cover these services they may be cut at the discretion of Lee County Animal Services as unfunded initiatives.

Exhibit "A", #2: Currently Lee County Animal Services has been providing additional night hours on Tuesday from 5:00 p.m. to 7:30 p.m. and on Saturday from 12:00 noon to 3 p.m. providing additional access to the facility at times more convenient to some members of the public. LCAS has been providing the following for animal control eleven road officers, one road supervisor and one chief (an additional 5 trained personnel that are certified to serve as ACOs). Coverage has been split with nine zones (2.5 of which are Cape Coral or part Cape Coral) covered Monday through Friday 8 a.m. to 5 p.m.; 2 officers covering the county Saturday 8 a.m. to 3 p.m.; and one officer on call after hours and Sunday. Recently LCAS has tried reducing coverage to 8 zone officers and having an officer available from 2:30 p.m. to 11 p.m. to respond to calls. Flexibility allows changes throughout the year and to respond to the needs of the zones.

Exhibit "A", # 7: A proposal has been submitted to the Board of County Commissioners to introduce an innovative program to supplement the low-cost voucher program for spay/neuter. It will be funded by an increase in license fees without impacting current MOU provisions.

In very productive meetings with City of Cape Coral staff we have agreed to try to provide expanded statistics on a quarterly basis once our new computer system is upgraded in mid-June. The statistics we will attempt to provide are attached to this addendum. We will work with staff if any problems arise in producing these stats.

We are committed to providing the services agreed to under the MOU and working with City staff on any issues that arise. We are fortunate to have been able to provide some enhancements over the course of the term of the MOU and hope to continue to do so.

ACTIVITIES	Cape Coral	Total
<b>Impoundments</b>		
Dogs Impounded		
Cats Impounded		
Other Impounded		
Total Impounded		
Night Cage Animals		
Owner Surrendered		
* Owner Surrendered as a % of Total Impounded		
* % of Animals left in Night Cages as a % of Total Impounded		
* Ratio of Strays Brought In/Strays Picked Up		
<b>Dispositions</b>		
Dogs Adopted	n/a	
Cats Adopted	n/a	
Other Adopted	n/a	
Total Adoptions	n/a	
Total Offsite Adoption Days	n/a	
Total Adoptions from Offsite Events	n/a	
* % of Adoptions Offsite to Total Adoptions	n/a	
* % of Adoptions to Total Available Animals	n/a	
Adoption/Redemption	n/a	
Dogs Euthanized	n/a	
Cats Euthanized	n/a	
Other Euthanized	n/a	
Total Euthanizations	n/a	
Total Redemptions (RTO's)		
Total Other Dispositions	n/a	
Feral	n/a	
Owner Released Animals Euthanized (not EFOs)	n/a	
Sick/Injured		
Bite/Other Behavior Issues		
Euthanasia for Owner	n/a	
DOA	n/a	
* % Increase/(Decrease) in Total Euthanizations from prior period	n/a	
* % of Redemptions by Owners to Total Dispositions	n/a	
* % of Owner Surrendered as a % of Total Euthanizations	n/a	
* % of Adoptable Animals Euthanized (for time or space reasons)	n/a	
* % Increase/(Decrease) in Euthanizations of Adoptables from prior period	n/a	
* Ratio of Adoptable to Unadoptable Animals	n/a	
Ratio of Feral Cats Euthanized to Total Cats Euthanized	n/a	
% of Animals that died in Shelter	n/a	
% of Animals that are missing or have escaped	n/a	
<b>Registration &amp; Licensing</b>		
Vet Tags Sold	n/a	
LCAS Tags Sold	n/a	
Replacement Tags Sold	n/a	
Total Tags Sold	n/a	
Free Tags - K9 Police, Service Animals	n/a	
% of Tags Sold that are Replacements	n/a	
* % of Tags Sold to Total Estimated Dog/Cat Population	n/a	
* % Increase/(Decrease) in Tags Sold from same month prior year	n/a	
<b>Pet Overpopulation Efforts</b>		
# of Sterilization Procedures Completed	n/a	
# of Vouchers Issued	n/a	
# of Vouchers Redeemed	n/a	
* Vouchers Processed as a % of Vouchers Issued	n/a	

ACTIVITIES	Cape Coral	Total
<b>Enforcement</b>		
# of Animal Control Officers		
Estimated Animal Population		
Enforcement Area Population		
Enforcement Area (Sq. Miles)		
Field Operation Hours		
On-Call Hours		
Office Hours		
Dispatch Hours		
Courtesy Notices Issued (DK - 24 hour notice)		
Official Warnings Issued		
Citations Issued		
# of Responses Completed by Officers		
# of Responses Completed by Mail (Barking dog 1st notice)		
# of Sweeps Conducted		
# of Strays Picked Up		
* Ratio of Officers to estimated Animal Population		
* Ratio of Officers to Human Population (FACA recommendation 1 Officer per every 15,000 - 18,000 population)		
% of Response Time spent on Emergencies		
* % of Responses Completed by Officers during "on call" hours		
* % of Responses Completed by Officers during "normal office" hours		
<b>Investigations &amp; Rabies Control</b>		
# of Bites Reported		
Domestic Animal		
Wild Animal		
Animals sent for testing		
Domestic Animal		
Wild Animal		
Rabies Positive Animals		
Domestic Animal		
Wild Animal		
# of Animals Quarantined		
At Shelter		
At Home		
# of Cruelty Investigations		
Physical		
Neglect		
# of Dangerous Animal Investigations		
# of Dangerous Animal Hearings		
* Cruelty Cases Closed as a % of Cases Open during the period		
Average # of days from Case Initiation to Close (Cruelty Cases)		
Ratio of Cruelty Cases to Total Cases		
* Average # of days from Case Initiation to Close (Bite Cases)		
Ratio of Bite Cases to Total Cases		
% of Investigations which resulted in hearings designating animals as "dangerous"		
* % of Animals Quarantined at Shelter versus Total Quarantined		
* % of Animals Quarantined at Shelter with positive rabies identification		
% Reduction in Rabies Cases from same month prior year		
<b>Education</b>		
Educational Programs Conducted	n/a	
Off-site Programs	n/a	
On-site Programs	n/a	
# Reached through Educational Programs	n/a	
% of Time Spent on Development	n/a	
% of Time Spent on Presentation	n/a	
<b>Shelter Operations</b>		
# of Animals Housed	n/a	
# of Shelter Personnel	n/a	
Shelter Hours	n/a	
Shelter Size (in Sq. Ft.)	n/a	
* Ratio of Shelter Attendants per 1,000 Animals Handled Annually (FACA recommendation 1 Attendant per 1,000)	n/a	
# of Animals Fostered	n/a	
# of Volunteers	n/a	
# of Volunteer Hours	n/a	
Ratio of Volunteer Hours to Paid Personnel Hours	n/a	

ACTIVITIES	Cape Coral	Total
Service Calls		
# of Incoming Calls	n/a	
# of Calls Dispatched		
# of Calls Cancelled		
# of Calls deemed "priority" per agreement		
Average Response time to "priority" call		
# Responded to within 2 hrs		
# Responded to within 3 hrs		
# of Calls Received during regular hours	n/a	
# of Calls Received after regular hours	n/a	
* % of Requests Resolved by Phone		
* % of Requests Responded to by Officer		
* % of Requests Cancelled		
* % of Requests Responded to <i>within established timeframe</i> (TBD) of notification		
* % of Requests handled as "urgent"		
* % of "Urgent" Calls responded to within 2 hours of notification		
Traps		
# of Traps Provided		
# of Traps Returned		
# of Pick-ups		
Average Timeframe from Call to Pick-up		
Microchip Program		
# of Animals Chipped	n/a	
* % of Animals picked up/turned in that are chipped	n/a	
* % of Chipped Animals picked up/turned in that are returned to owner	n/a	
Lost & Found		
# of Website Hits	n/a	


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## The 2001 Florida Statutes

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### 828.12 Cruelty to animals.--

(1) A person who unnecessarily overloads, overdrives, torments, deprives of necessary sustenance or shelter, or unnecessarily mutilates, or kills any animal, or causes the same to be done, or carries in or upon any vehicle, or otherwise, any animal in a cruel or inhumane manner, is guilty of a misdemeanor of the first degree, punishable as provided in s. [775.082](#) or by a fine of not more than \$5,000, or both.

(2) A person who intentionally commits an act to any animal which results in the cruel death, or excessive or repeated infliction of unnecessary pain or suffering, or causes the same to be done, is guilty of a felony of the third degree, punishable as provided in s. [775.082](#) or by a fine of not more than \$10,000, or both.

(3) A veterinarian licensed to practice in the state shall be held harmless from either criminal or civil liability for any decisions made or services rendered under the provisions of this section. Such a veterinarian is, therefore, under this subsection, immune from a lawsuit for his or her part in an investigation of cruelty to animals.

(4) A person who intentionally trips, fells, ropes, or lassos the legs of a horse by any means for the purpose of entertainment or sport shall be guilty of a third degree felony, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#). As used in this subsection, "trip" means any act that consists of the use of any wire, pole, stick, rope, or other apparatus to cause a horse to fall or lose its balance, and "horse" means any animal of any registered breed of the genus *Equus*, or any recognized hybrid thereof. The provisions of this subsection shall not apply when tripping is used:

- (a) To control a horse that is posing an immediate threat to other livestock or human beings;
- (b) For the purpose of identifying ownership of the horse when its ownership is unknown; or
- (c) For the purpose of administering veterinary care to the horse.

**History.**--s. 4, ch. 4971, 1901; GS 3395; RGS 5244; CGL 7363; s. 2, ch. 70-50; s. 4, ch. 71-12; s. 949, ch. 71-136; s. 1, ch. 82-116; s. 2, ch. 89-194; s. 5, ch. 94-339; s. 1286, ch. 97-102; s. 26, ch. 99-391; s. 35, ch. 2000-308.

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