

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

Blue Sheet No. 20061359

1. ACTION REQUESTED/PURPOSE:

Authorize the Board Chair to accept, on behalf of the BOCC, the 3rd Addendum to the Interlocal Agreements for Animal Services from: Cape Coral, Fort Myers, Bonita Springs, and Fort Myers Beach. The five-year agreement signed in 2003 has annual recalculations for fees based on usage and population factors.

2. WHAT ACTION ACCOMPLISHES:

Revises fees for FY2006-2007 to reflect proportionate shares of actual Animal Services delivered and population.

3. MANAGEMENT RECOMMENDATION: Accept the Addendum as written.

4. Departmental Category: C6D		5. Meeting Date: 10/10/06 OCT 24 2006
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	<input type="checkbox"/> Ordinance
	<input type="checkbox"/> Admin. Code	<input type="checkbox"/> Existing Interlocal
	<input checked="" type="checkbox"/> Other	
		8. Request Initiated: Commissioner <u>Countywide</u> Department <u>Animal Services</u> Division _____ By: <u>Scott Trebatoski, An. Services</u> <u>Caryn Agostino, Budget</u>

9. Background:

In 2003, Animal Services entered into five-year interlocal agreements with Cape Coral, Fort Myers, Bonita Springs, and Fort Myers Beach for the County to provide, at full cost, animal control and sheltering services. Each year an addendum is made to adjust fees based upon current budget, service usage (percent of services), and population. The fees have been determined as a percentage of the approved budget:

Lee County 51.93%	[down from 54.89% last year]
Cape Coral 25.5%	[up from 24.70% last year]
Fort Myers 15.27%	[up from 13.42% last year]
Bonita Springs 6.14%	[up from 5.90% last year]
Fort Myers Beach 1.07%	[down from 1.09% last year]

In addition to full costs being charged, for the second year the interlocal agreement reserves all revenues collected by Animal Services for future building needs rather than offsetting actual operating costs.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i> 10-9-2006	N/A	N/A	N/A	<i>[Signature]</i> W. S. A. Wason	10/10/06	10/10/06	10/10/06	10/10/06	10-12-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

REC'D
by CO. ATTY.
10/10/06
11:30am
CO. ATTY.
FORWARDED TO:
C6D 10/10/06
11:40am

RECEIVED BY
COUNTY ADMIN.
10/10/06 12:50
COUNTY ADMIN
FORWARDED TO:
10-11-06
9: JAM

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

THIS AMENDMENT to the Interlocal Agreement is made and entered into this _____ day of _____, 2006, by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the CITY OF CAPE CORAL, a municipal corporation of the State of Florida, hereinafter referred to as the "City."

WITNESSETH:

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

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

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

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

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

5.1 From October 1, 2006 through September 30, 2007, the City agrees to pay the County the sum of \$940,449.00 based on a year-end analysis of the percentage of the population of the City as a proportion of the population of all areas where Lee County Animal Services provide services and a factor for comprehensive services provided to the City (The formula for calculation of fees for field operations shall be based on service statistics for each geographic area served by Lee County Animal Services. All other services of Lee County Animal Services shall be based on the population of the geographic area served compared to the total population of the areas served by Lee County Animal Services.), for and in consideration of the services described in Exhibit "A", said sum shall be paid in equal monthly installments of \$78,370.75 to be paid no later than forty five (45) days after services have been provided. Late payments shall be subject to a one

percent (1%) administrative fee. The City and the County agree to meet and negotiate for the renewal of this Agreement for any additional years no later than ninety (90) days prior to its expiration of the entire agreement on September 30, 2008.

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

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

ATTEST:

By: *Danica J. Vent*
City Clerk

CITY OF CAPE CORAL

By: *Eric Ferrel*
Mayor

APPROVED AS TO LEGAL FORM:

By: *William Burfrey Jr* 05/24/06
City Attorney

ATTEST:

CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

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

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

By: _____
Lee County Attorney's Office

**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 as they relate to domestic animals (primarily dogs and cats). Agricultural and wild animals are specifically excluded from the jurisdiction of Lee County Animal Services and such incidents shall be referred to the proper authority.
2. The minimum hours of operation for the shelter and administrative offices will be 40 hours a week. Days and hours may vary depending on service level needs and staffing. Full road service will be provided for a minimum of 40 hours per week during daylight hours; additional limited extended service hours may be provided based upon available staff and/or overtime budget. Specific hours of operation and field services shall be determined by section managers with the approval of the Director of Animal Services and shall be established to best serve the needs of the community based on service demands and available staff.
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, answer phone inquiries, address complaints, and perform other administrative responsibilities.
4. Staff shall be available to answer calls during normal business operation hours (Monday through Friday only). After hours an answering machine or other automated system 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. 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. Where practical, Animal Services will attempt to maintain suitable cages in sufficient numbers will be available for after-hours "turn-in" of animals.
6. The Lee County licensing program will be administered countywide. Due to pet overpopulation concerns in the County and City, the licensing program should provide incentives for animals that are sterilized.
7. Lee County Animal Services shall maintain a sterilization program that is funded by revenues generated by the sale of pet licenses. The program(s) should be accessible to all areas served by Animal Services, and should be targeted to provide the most effective results for the lowest available costs. Outside contractors, discount certificates, and other programs may be included in these programs along with any program provided directly by Animal Services.

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 The City. 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 upon reasonable request during the County's regular business hours.
12. Animal Services shall establish a fee schedule for all services that are charged to the public. Examples of the services that may be included in the External Fees and Charges Manual are shown here. These fees shall be charged directly to the citizens and are payable upon receipt of the service:
 - 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.
13. 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.
14. 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.
15. Pick-up and transport service will be provided for any animals trapped in loaned traps.
16. 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. Limited veterinary services shall be provided when practical within the abilities of the public shelter environment; should treatment/stabilization be impractical the animal may be humanely euthanized to end suffering.

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

18. 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.

19. 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. For uniformity of enforcement and citizen understanding of rules related to animals, LCAS encourages municipalities to adopt the County ordinance and associated fine schedule. And whereas many jurisdictions do function under the County ordinance, the County reserves the right to adjust fees in future years based upon special enforcement needs, training, and other factors related to individualized local ordinances.

20. "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.

21. 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.

22. 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.

23. 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 will be granted the same access to Animal Control by 800 MHZ radio as afforded to the other municipalities and Sheriff.

24. Lee County will follow State law and/or Health Department rules or regulations concerning persons or animals bitten by any animal within Lee County.

25. 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.

26. 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.

27. Animal Services shall make every effort to utilize education as an integral part of its operation. Where practical and cost-effective programs may be established for education and community outreach to community and school groups.

28. 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.

29. 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.

DEPARTMENT: Animal Services

EXTERNAL FEE NUMBER: EX 1-1

PURPOSE: Animal Services Fees & Fines

BASIS FOR FEE:

DATE APPROVED: 11/19/02 *proposed 2006 changes*

ANIMAL SERVICES FEES & FINES

SCHEDULE OF FEES

A. Intake Fee

- | | |
|---|-----------|
| 1. First Intake of a Licensed, Microchipped & Sterilized Pet | FREE |
| 2. Standard Intake | \$ 50.00 |
| 3. Small Animal Intake | \$ 25.00 |
| 4. Special Intake (requiring something of significance outside normal procedures) | \$ 300.00 |

B. Additional Fee for Non-Sterilized Animal Released from Shelter

- | | |
|--|-----------|
| 1. First Intake – Warning Issued & Sterilization May be Offered | |
| 2. Subsequent Intake of Same Animal | \$ 200.00 |
| • Refundable within 45 days of fee payment if animal is sterilized | |

C. Daily Board Fee (listed fee applies to first five days – then doubles after the five day period)

- | | |
|--|----------|
| 1. Dog/Cat | \$ 10.00 |
| 2. Small Animal | \$ 5.00 |
| 3. All Other (Sick Bay, Post surgery, etc) | \$ 25.00 |

INTAKE & BOARDING FEES DOUBLE EACH SUBSEQUENT INTAKE UP TO TEN TIMES THE LISTED INITIAL FEE

D. Quarantine (First 10 days or fraction thereof; thereafter, daily board fee is added)

- | | |
|--|-----------|
| 1. (includes rabies vaccination, license & microchip id – if needed) | \$ 250.00 |
| • Fees Double each additional time the animal bites up to \$1000.00 | |
| 2. Rabies Testing Fee (No Victim, No Exposure) | \$ 90.00 |
| 3. Visitation in Quarantine (5 min per visit) | \$ 15.00 |
| 4. Home Quarantine Fee | \$ 75.00 |

* Additional charges added for special food, off-site boarding or care products needed

E. Annual Pet Registration (License) Fee

- | | |
|--|----------|
| 1. Dog/Cat (Valid for one year) | |
| • Not Sterilized | \$ 25.00 |
| • Sterilized | \$ 10.00 |
| 2. Ferret | \$ 5.00 |
| 3. Duplicate License or Change of Ownership | \$ 5.00 |
| 4. Late Registration or Renewal Fee (in addition to license fee)
30 or more days past due renewal or original purchase | \$ 25.00 |
| • License fees are collectable for three years if owner is delinquent in purchasing tags – owner must prove previous licensing if not on record with Animal Services | |

New License fees beginning January 1, 2007:

- | | |
|---|-----------------|
| 5. <i>Dog/Cat (Valid for the Duration of the Vaccination)</i> | |
| • <i>Initial Vaccination (animals under 1 year of age only)</i> | <i>\$ 8.00</i> |
| • <i>Not Sterilized</i> | <i>\$ 65.00</i> |
| • <i>Sterilized</i> | <i>\$ 15.00</i> |

Note: FEES MAY BE REDUCED OR WAIVED AT THE DISCRETION OF THE DIRECTOR OF ANIMAL SERVICES FOR SPECIAL CIRCUMSTANCES OR FOR PROMOTIONAL REASONS

F. Other Annual Registration Fees	
1. Guard Dog (Includes Inspection)	\$ 75.00
2. Dangerous Dog License (annual fee only)	\$ 500.00
G. Owner Requested Pickup of Live Animal	
1. Standard Pickup	\$ 50.00
2. Special Pickup (any additional services beyond standard)	\$ 100.00
H. Sterilization (Fees may be reduced by financial need of the owner/public assistance)	
1. DOG	
• Spay	\$ 65.00
• Neuter	\$ 45.00
2. Cat	
• Spay	\$ 50.00
• Neuter	\$ 30.00
I. Euthanasia for Owner (Includes Burial/Disposal Fees)	
1. Standard	\$ 50.00
2. Special (requiring something of significance outside normal procedures)	\$ 175.00
3. For Humane Reasons	FREE
J. Burial/Disposal of D.O.A. Brought In	\$ 15.00
K. Processing Fee for Adoptions	
1. Dog	\$ 65.00
2. Cat	\$ 50.00
3. Older Animals (Estimated Age of 6 + years)	\$ 20.00
4. Other & Special Animals 25-50% of Estimated Fair Market Value (This includes high demand breeds or purebred animals at the discretion of the Director)	
L. Promotional Adoption Processing Fees	
1. At the discretion of Director of Animal Services	
2. Silent auction, raffle & other promotions allowed at discretion of Director of Animal Services (and shall not be deemed in conflict or violating the Animal Control Ordinance)	
M. Spay/Neuter Deposit (per animal)	
1. Lee County Resident	\$ 250.00
2. Non-Lee County Resident	\$ 500.00
N. Cat Trap Deposit (REFUNDABLE UPON RETURN IN GOOD CONDITION)	\$ 75.00
1. Daily late fee for traps not returned by the date specified	\$ 10.00
2. Replacement or Repair – Loss of Deposit or Actual Cost plus \$10 Admin. Fee	
O. PICK UP OF TRAPPED DOMESTIC ANIMALS	
Hay-a-Heart or Other Non-Rear Access Traps Trap may need to be taken to Animal Services and picked up by the owner if officer has safety concerns (owner responsible for retrieval of trap from Animal Services at their expense – traps left at Animal Services for more than three days are subject to a \$10.00 daily storage fee)	
P. Trapped Wildlife Brought into Shelter	\$ 75.00
Q. Public Animal Fosters (ADOPTION FEES PLUS SPAY/NEUTER DEPOSIT & LICENSE FEES- PER ANIMAL)	
R. Rabies Vaccination	
1. Standard Fee (plus license required)	\$ 35.00 ea
2. Discount for Sterilized & Microchipped	\$ 10.00 ea

Note: FEES MAY BE REDUCED OR WAIVED AT THE DISCRETION OF THE DIRECTOR OF ANIMAL SERVICES FOR SPECIAL CIRCUMSTANCES OR FOR PROMOTIONAL REASONS

17 C	Refusing to Sign and Accept Citation	\$250	\$450	Mandatory Court Appearance with Minimum Fine \$475
18	Surrender of Carcass	\$300	\$450	Mandatory Court Appearance with Minimum Fine \$475
19	Vaccination Requirements	\$100	\$250	Mandatory Court Appearance with Minimum Fine \$300
20	License Requirements	\$75	\$225	Mandatory Court Appearance with Minimum Fine \$275
21	Identification Requirements	\$75	\$225	Mandatory Court Appearance with Minimum Fine \$275
22 B-D	License Fees	\$50	\$150	Mandatory Court Appearance with Minimum Fine \$200
23	Animals in or upon Motor Vehicle	\$150	\$300	Mandatory Court Appearance with Minimum Fine \$350
24 B	Inhumane Treatment of Animals	\$200	\$400	Mandatory Court Appearance with Minimum Fine \$450
25 C	Failure to Surrender	\$250	\$450	Mandatory Court Appearance with Minimum Fine \$475
25 D	Violation of Home Quarantine	\$300	\$450	Mandatory Court Appearance with Minimum Fine \$475
25 E	Failure to Surrender	\$250	\$450	Mandatory Court Appearance with Minimum Fine \$475
25 F	Violation of Quarantine	\$300	\$450	Mandatory Court Appearance with Minimum Fine \$475
27 B	Failure to Produce upon Demand	\$150	\$350	Mandatory Court Appearance with Minimum Fine \$400
27 C	Failure to Provide Care	\$250	\$400	Mandatory Court Appearance with Minimum Fine \$450
28 A	Failure to Register	\$200	\$450	Mandatory Court Appearance with Minimum Fine \$475
28 B, E, H	Others	\$100	\$250	Mandatory Court Appearance with Minimum Fine \$300
28 I	Failure to Post Property	\$200	\$450	Mandatory Court Appearance with Minimum Fine \$475
29	Disposal of Dead Animal	\$100	\$250	Mandatory Court Appearance with Minimum Fine \$300

Note: FEES MAY BE REDUCED OR WAIVED AT THE DISCRETION OF THE DIRECTOR OF ANIMAL SERVICES FOR SPECIAL CIRCUMSTANCES OR FOR PROMOTIONAL REASONS

THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE CITY OF BONITA SPRINGS REGARDING ANIMAL CONTROL SERVICES

THIS AMENDMENT to the Interlocal Agreement is made and entered into this _____ day of _____, 2006, by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the CITY OF BONITA SPRINGS, a municipal corporation of the State of Florida, hereinafter referred to as the "City."

WITNESSETH:

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

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

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

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

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

5.1 From October 1, 2006 through September 30, 2007, the City agrees to pay the County the sum of \$225,649.00 based on a year-end analysis of the percentage of the population of the City as a proportion of the population of all areas where Lee County Animal Services provide services and a factor for comprehensive services provided to the City (The formula for calculation of fees for field operations shall be based on service statistics for each geographic area served by Lee County Animal Services. All other services of Lee County Animal Services shall be based on the population of the geographic area served compared to the total population of the areas served by Lee County Animal Services.), for and in consideration of the services described in Exhibit "A", said sum shall be paid in equal monthly

installments of \$18,804.08 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 of the entire agreement on September 30, 2008.

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

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

ATTEST:

By: _____

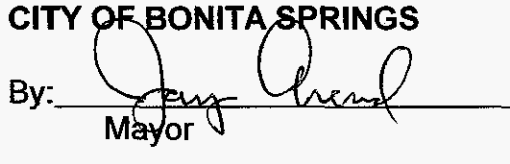
City Clerk



CITY OF BONITA SPRINGS

By: _____

Mayor



APPROVED AS TO LEGAL FORM:

By: _____

City Attorney



ATTEST:

CHARLIE GREEN, CLERK

By: _____

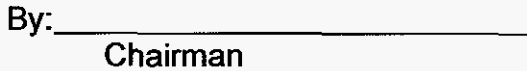
Deputy Clerk



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

By: _____

Chairman



APPROVED AS TO LEGAL FORM:

By: _____

Lee County Attorney's Office



**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 as they relate to domestic animals (primarily dogs and cats). Agricultural and wild animals are specifically excluded from the jurisdiction of Lee County Animal Services and such incidents shall be referred to the proper authority.
2. The minimum hours of operation for the shelter and administrative offices will be 40 hours a week. Days and hours may vary depending on service level needs and staffing. Full road service will be provided for a minimum of 40 hours per week during daylight hours; additional limited extended service hours may be provided based upon available staff and/or overtime budget. Specific hours of operation and field services shall be determined by section managers with the approval of the Director of Animal Services and shall be established to best serve the needs of the community based on service demands and available staff.
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, answer phone inquiries, address complaints, and perform other administrative responsibilities.
4. Staff shall be available to answer calls during normal business operation hours (Monday through Friday only). After hours an answering machine or other automated system 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. 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. Where practical, Animal Services will attempt to maintain suitable cages in sufficient numbers will be available for after-hours "turn-in" of animals.
6. The Lee County licensing program will be administered countywide. Due to pet overpopulation concerns in the County and City, the licensing program should provide incentives for animals that are sterilized.
7. Lee County Animal Services shall maintain a sterilization program that is funded by revenues generated by the sale of pet licenses. The program(s) should be accessible to all areas served by Animal Services, and should be targeted to provide the most effective results for the lowest available costs. Outside contractors, discount certificates, and other programs may be included in these programs along with any program provided directly by Animal Services.

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 The City. 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 upon reasonable request during the County's regular business hours.
12. Animal Services shall establish a fee schedule for all services that are charged to the public. Examples of the services that may be included in the External Fees and Charges Manual are shown here. These fees shall be charged directly to the citizens and are payable upon receipt of the service:
 - 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.
13. 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.
14. 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.
15. Pick-up and transport service will be provided for any animals trapped in loaned traps.
16. 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. Limited veterinary services shall be provided when practical within the abilities of the public shelter environment; should treatment/stabilization be impractical the animal may be humanely euthanized to end suffering.

17. All utilities will be paid by the County to include electricity, water, sewer, solid waste, and telephone service.
18. 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.

19. 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. For uniformity of enforcement and citizen understanding of rules related to animals, LCAS encourages municipalities to adopt the County ordinance and associated fine schedule. And whereas many jurisdictions do function under the County ordinance, the County reserves the right to adjust fees in future years based upon special enforcement needs, training, and other factors related to individualized local ordinances.
20. "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.
21. 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.
22. 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.
23. 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 will be granted the same access to Animal Control by 800 MHZ radio as afforded to the other municipalities and Sheriff.
24. Lee County will follow State law and/or Health Department rules or regulations concerning persons or animals bitten by any animal within Lee County.

25. 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.

26. 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.

27. Animal Services shall make every effort to utilize education as an integral part of its operation. Where practical and cost-effective programs may be established for education and community outreach to community and school groups.

28. 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.

29. 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.

DEPARTMENT: Animal Services

EXTERNAL FEE NUMBER: EX 1-1

PURPOSE: Animal Services Fees & Fines
BASIS FOR FEE:
DATE APPROVED: 11/19/02 *proposed 2006 changes*

ANIMAL SERVICES FEES & FINES

SCHEDULE OF FEES

- A. Intake Fee
- | | |
|---|-----------|
| 1. First Intake of a Licensed, Microchipped & Sterilized Pet | FREE |
| 2. Standard Intake | \$ 50.00 |
| 3. Small Animal Intake | \$ 25.00 |
| 4. Special Intake (requiring something of significance outside normal procedures) | \$ 300.00 |
- B. Additional Fee for Non-Sterilized Animal Released from Shelter
- | | |
|--|-----------|
| 1. First Intake – Warning Issued & Sterilization May be Offered | |
| 2. Subsequent Intake of Same Animal | \$ 200.00 |
| • Refundable within 45 days of fee payment if animal is sterilized | |
- C. Daily Board Fee (listed fee applies to first five days – then doubles after the five day period)
- | | |
|--|----------|
| 1. Dog/Cat | \$ 10.00 |
| 2. Small Animal | \$ 5.00 |
| 3. All Other (Sick Bay, Post surgery, etc) | \$ 25.00 |

INTAKE & BOARDING FEES DOUBLE EACH SUBSEQUENT INTAKE UP TO TEN TIMES THE LISTED INITIAL FEE

- D. Quarantine (First 10 days or fraction thereof; thereafter, daily board fee is added)
- | | |
|--|-----------|
| 1. (includes rabies vaccination, license & microchip id – if needed) | \$ 250.00 |
| • Fees Double each additional time the animal bites up to \$1000.00 | |
| 2. Rabies Testing Fee (No Victim, No Exposure) | \$ 90.00 |
| 3. Visitation in Quarantine (5 min per visit) | \$ 15.00 |
| 4. Home Quarantine Fee | \$ 75.00 |

* Additional charges added for special food, off-site boarding or care products needed

- E. Annual Pet Registration (License) Fee
- | | |
|--|----------|
| 1. Dog/Cat (Valid for one year) | |
| • Not Sterilized | \$ 25.00 |
| • Sterilized | \$ 10.00 |
| 2. Ferret | \$ 5.00 |
| 3. Duplicate License or Change of Ownership | \$ 5.00 |
| 4. Late Registration or Renewal Fee (in addition to license fee) | |
| 30 or more days past due renewal or original purchase | \$ 25.00 |
- License fees are collectable for three years if owner is delinquent in purchasing tags – owner must prove previous licensing if not on record with Animal Services

New License fees beginning January 1, 2007:

- | | |
|---|----------|
| 5. <i>Dog/Cat (Valid for the Duration of the Vaccination)</i> | |
| • <i>Initial Vaccination (animals under 1 year of age only)</i> | \$ 8.00 |
| • <i>Not Sterilized</i> | \$ 65.00 |
| • <i>Sterilized</i> | \$ 15.00 |

Note: FEES MAY BE REDUCED OR WAIVED AT THE DISCRETION OF THE DIRECTOR OF ANIMAL SERVICES FOR SPECIAL CIRCUMSTANCES OR FOR PROMOTIONAL REASONS

F. Other Annual Registration Fees	
1. Guard Dog (Includes Inspection)	\$ 75.00
2. Dangerous Dog License (annual fee only)	\$ 500.00
G. Owner Requested Pickup of Live Animal	
1. Standard Pickup	\$ 50.00
2. Special Pickup (any additional services beyond standard)	\$ 100.00
H. Sterilization (Fees may be reduced by financial need of the owner/public assistance)	
1. DOG	
• Spay	\$ 65.00
• Neuter	\$ 45.00
2. Cat	
• Spay	\$ 50.00
• Neuter	\$ 30.00
I. Euthanasia for Owner (Includes Burial/Disposal Fees)	
1. Standard	\$ 50.00
2. Special (requiring something of significance outside normal procedures)	\$ 175.00
3. For Humane Reasons	FREE
J. Burial/Disposal of D.O.A. Brought In	\$ 15.00
K. Processing Fee for Adoptions	
1. Dog	\$ 65.00
2. Cat	\$ 50.00
3. Older Animals (Estimated Age of 6 + years)	\$ 20.00
4. Other & Special Animals 25-50% of Estimated Fair Market Value (This includes high demand breeds or purebred animals at the discretion of the Director)	
L. Promotional Adoption Processing Fees	
1. At the discretion of Director of Animal Services	
2. Silent auction, raffle & other promotions allowed at discretion of Director of Animal Services (and shall not be deemed in conflict or violating the Animal Control Ordinance)	
M. Spay/Neuter Deposit (per animal)	
1. Lee County Resident	\$ 250.00
2. Non-Lee County Resident	\$ 500.00
N. Cat Trap Deposit (REFUNDABLE UPON RETURN IN GOOD CONDITION)	\$ 75.00
1. Daily late fee for traps not returned by the date specified	\$ 10.00
2. Replacement or Repair – Loss of Deposit or Actual Cost plus \$10 Admin. Fee	
O. PICK UP OF TRAPPED DOMESTIC ANIMALS	
Hav-a-Heart or Other Non-Rear Access Traps Trap may need to be taken to Animal Services and picked up by the owner if officer has safety concerns (owner responsible for retrieval of trap from Animal Services at their expense – traps left at Animal Services for more than three days are subject to a \$10.00 daily storage fee)	
P. Trapped Wildlife Brought into Shelter	\$ 75.00
Q. Public Animal Fosters (ADOPTION FEES PLUS SPAY/NEUTER DEPOSIT & LICENSE FEES- PER ANIMAL)	
R. Rabies Vaccination	
1. Standard Fee (plus license required)	\$ 35.00 ea
2. Discount for Sterilized & Microchipped	\$ 10.00 ea

Note: FEES MAY BE REDUCED OR WAIVED AT THE DISCRETION OF THE DIRECTOR OF ANIMAL SERVICES FOR SPECIAL CIRCUMSTANCES OR FOR PROMOTIONAL REASONS

- S. Permanent Electronic ID (microchip) Implant & Registration
- 1. Dogs/Cats \$ 25.00
 - If cat/dog is sterilized, licensed & current on vaccinations \$ 10.00
 - 2. Other Animals \$ 50.00
 - Animals implanted solely at the discretion of Lee County Animal Services
- T. Maximum administrative fee that can be charged by license sellers \$3 per license

SCHEDULE OF FINES

SCHEDULE OF FINES				
SECTION	OFFENSE	1 ST OFFENSE	2 ND OFFENSE	3 RD OFFENSE
All sections not specified		\$100	\$250	Mandatory Court Appearance with Minimum Fine \$300
5 A, B & K	Cruelty to Animals	\$100 or Mandatory Court Appearance	\$250 or Mandatory Court Appearance	Mandatory Court Appearance with Minimum Fine \$300
5 others	Cruelty to Animals	\$200 or Mandatory Court Appearance	\$400 or Mandatory Court Appearance	Mandatory Court Appearance with Minimum Fine \$450
8	Failure to Sterilize	\$300	\$450	Mandatory Court Appearance with Minimum Fine \$475
9 A	Nuisance Animals	\$75	\$225	Mandatory Court Appearance with Minimum Fine \$275
9 B	Nuisance Animals	\$100	\$250	Mandatory Court Appearance with Minimum Fine \$300
10	Muscovy Ducks	\$75	\$225	Mandatory Court Appearance with Minimum Fine \$275
11	Concealment of Animals	\$300	\$450	Mandatory Court Appearance with Minimum Fine \$475
12	Running at Large	\$75	\$225	Mandatory Court Appearance with Minimum Fine \$275
13 A – E	Threatening/Menacing	\$250	\$450	Mandatory Court Appearance with Minimum Fine \$475
13 F	Failure to Confine	\$350	\$450	Mandatory Court Appearance with Minimum Fine \$475
14	Vicious Animal	\$250 or Mandatory Court Appearance	\$450 or Mandatory Court Appearance	Mandatory Court Appearance with Minimum Fine \$475
15	Failure to Confine Female in Season	\$150	\$350	Mandatory Court Appearance with Minimum Fine \$400
16	Opposing an Animal Control Officer	\$250	\$450	Mandatory Court Appearance with Minimum Fine \$475

Note: FEES MAY BE REDUCED OR WAIVED AT THE DISCRETION OF THE DIRECTOR OF ANIMAL SERVICES FOR SPECIAL CIRCUMSTANCES OR FOR PROMOTIONAL REASONS

17 C	Refusing to Sign and Accept Citation	\$250	\$450	Mandatory Court Appearance with Minimum Fine \$475
18	Surrender of Carcass	\$300	\$450	Mandatory Court Appearance with Minimum Fine \$475
19	Vaccination Requirements	\$100	\$250	Mandatory Court Appearance with Minimum Fine \$300
20	License Requirements	\$75	\$225	Mandatory Court Appearance with Minimum Fine \$275
21	Identification Requirements	\$75	\$225	Mandatory Court Appearance with Minimum Fine \$275
22 B-D	License Fees	\$50	\$150	Mandatory Court Appearance with Minimum Fine \$200
23	Animals in or upon Motor Vehicle	\$150	\$300	Mandatory Court Appearance with Minimum Fine \$350
24 B	Inhumane Treatment of Animals	\$200	\$400	Mandatory Court Appearance with Minimum Fine \$450
25 C	Failure to Surrender	\$250	\$450	Mandatory Court Appearance with Minimum Fine \$475
25 D	Violation of Home Quarantine	\$300	\$450	Mandatory Court Appearance with Minimum Fine \$475
25 E	Failure to Surrender	\$250	\$450	Mandatory Court Appearance with Minimum Fine \$475
25 F	Violation of Quarantine	\$300	\$450	Mandatory Court Appearance with Minimum Fine \$475
27 B	Failure to Produce upon Demand	\$150	\$350	Mandatory Court Appearance with Minimum Fine \$400
27 C	Failure to Provide Care	\$250	\$400	Mandatory Court Appearance with Minimum Fine \$450
28 A	Failure to Register	\$200	\$450	Mandatory Court Appearance with Minimum Fine \$475
28 B, E, H	Others	\$100	\$250	Mandatory Court Appearance with Minimum Fine \$300
28 I	Failure to Post Property	\$200	\$450	Mandatory Court Appearance with Minimum Fine \$475
29	Disposal of Dead Animal	\$100	\$250	Mandatory Court Appearance with Minimum Fine \$300

Note: FEES MAY BE REDUCED OR WAIVED AT THE DISCRETION OF THE DIRECTOR OF ANIMAL SERVICES FOR SPECIAL CIRCUMSTANCES OR FOR PROMOTIONAL REASONS

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

THIS AMENDMENT to the Interlocal Agreement is made and entered into this _____ day of _____, 2006, by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the CITY OF FORT MYERS, a municipal corporation of the State of Florida, hereinafter referred to as the "City."

WITNESSETH:

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

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

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

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

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

5.1 From October 1, 2006 through September 30, 2007, the City agrees to pay the County the sum of \$561,182.00 based on a year-end analysis of the percentage of the population of the City as a proportion of the population of all areas where Lee County Animal Services provide services and a factor for comprehensive services provided to the City (The formula for calculation of fees for field operations shall be based on service statistics for each geographic area served by Lee County Animal Services. All other services of Lee County Animal Services shall be based on the population of the geographic area served compared to the total population of the areas served by Lee County Animal Services.), for and in consideration of the services described in Exhibit "A", said sum shall be paid in equal monthly

installments of \$46,765.17 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 of the entire agreement on September 30, 2008.

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

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

ATTEST:

By: Marie Adams
City Clerk

CITY OF FORT MYERS

By: Anthony L. Shoemaker
Mayor
Anthony L. Shoemaker, City Manager

APPROVED AS TO LEGAL FORM:

By: Frank Williams Alley 9/11/06
City Attorney

ATTEST:

CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

By: _____
Lee County Attorney's Office

**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 as they relate to domestic animals (primarily dogs and cats). Agricultural and wild animals are specifically excluded from the jurisdiction of Lee County Animal Services and such incidents shall be referred to the proper authority.
2. The minimum hours of operation for the shelter and administrative offices will be 40 hours a week. Days and hours may vary depending on service level needs and staffing. Full road service will be provided for a minimum of 40 hours per week during daylight hours; additional limited extended service hours may be provided based upon available staff and/or overtime budget. Specific hours of operation and field services shall be determined by section managers with the approval of the Director of Animal Services and shall be established to best serve the needs of the community based on service demands and available staff.
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, answer phone inquiries, address complaints, and perform other administrative responsibilities.
4. Staff shall be available to answer calls during normal business operation hours (Monday through Friday only). After hours an answering machine or other automated system 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. 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. Where practical, Animal Services will attempt to maintain suitable cages in sufficient numbers will be available for after-hours "turn-in" of animals.
6. The Lee County licensing program will be administered countywide. Due to pet overpopulation concerns in the County and City, the licensing program should provide incentives for animals that are sterilized.
7. Lee County Animal Services shall maintain a sterilization program that is funded by revenues generated by the sale of pet licenses. The program(s) should be accessible to all areas served by Animal Services, and should be targeted to provide the most effective results for the lowest available costs. Outside contractors, discount certificates, and other programs may be included in these programs along with any program provided directly by Animal Services.

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 The City. 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 upon reasonable request during the County's regular business hours.
12. Animal Services shall establish a fee schedule for all services that are charged to the public. Examples of the services that may be included in the External Fees and Charges Manual are shown here. These fees shall be charged directly to the citizens and are payable upon receipt of the service:
 - 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.
13. 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.
14. 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.
15. Pick-up and transport service will be provided for any animals trapped in loaned traps.
16. 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. Limited veterinary services shall be provided when practical within the abilities of the public shelter environment; should treatment/stabilization be impractical the animal may be humanely euthanized to end suffering.

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

18. 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.

19. 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. For uniformity of enforcement and citizen understanding of rules related to animals, LCAS encourages municipalities to adopt the County ordinance and associated fine schedule. And whereas many jurisdictions do function under the County ordinance, the County reserves the right to adjust fees in future years based upon special enforcement needs, training, and other factors related to individualized local ordinances.

20. "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.

21. 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.

22. 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.

23. 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 will be granted the same access to Animal Control by 800 MHZ radio as afforded to the other municipalities and Sheriff.

24. Lee County will follow State law and/or Health Department rules or regulations concerning persons or animals bitten by any animal within Lee County.

25. 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.

26. 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.

27. Animal Services shall make every effort to utilize education as an integral part of its operation. Where practical and cost-effective programs may be established for education and community outreach to community and school groups.

28. 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.

29. 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.

DEPARTMENT: Animal Services

EXTERNAL FEE NUMBER: EX 1-1

PURPOSE: Animal Services Fees & Fines
BASIS FOR FEE:
DATE APPROVED: 11/19/02 *proposed 2006 changes*

ANIMAL SERVICES FEES & FINES

SCHEDULE OF FEES

A. Intake Fee

- | | |
|---|-----------|
| 1. First Intake of a Licensed, Microchipped & Sterilized Pet | FREE |
| 2. Standard Intake | \$ 50.00 |
| 3. Small Animal Intake | \$ 25.00 |
| 4. Special Intake (requiring something of significance outside normal procedures) | \$ 300.00 |

B. Additional Fee for Non-Sterilized Animal Released from Shelter

- | | |
|--|-----------|
| 1. First Intake – Warning Issued & Sterilization May be Offered | |
| 2. Subsequent Intake of Same Animal | \$ 200.00 |
| • Refundable within 45 days of fee payment if animal is sterilized | |

C. Daily Board Fee (listed fee applies to first five days – then doubles after the five day period)

- | | |
|--|----------|
| 1. Dog/Cat | \$ 10.00 |
| 2. Small Animal | \$ 5.00 |
| 3. All Other (Sick Bay, Post surgery, etc) | \$ 25.00 |

INTAKE & BOARDING FEES DOUBLE EACH SUBSEQUENT INTAKE UP TO TEN TIMES THE LISTED INITIAL FEE

D. Quarantine (First 10 days or fraction thereof; thereafter, daily board fee is added)

- | | |
|--|-----------|
| 1. (includes rabies vaccination, license & microchip id – if needed) | \$ 250.00 |
| • Fees Double each additional time the animal bites up to \$1000.00 | |
| 2. Rabies Testing Fee (No Victim, No Exposure) | \$ 90.00 |
| 3. Visitation in Quarantine (5 min per visit) | \$ 15.00 |
| 4. Home Quarantine Fee | \$ 75.00 |

* Additional charges added for special food, off-site boarding or care products needed

E. Annual Pet Registration (License) Fee

- | | |
|--|----------|
| 1. Dog/Cat (Valid for one year) | |
| • Not Sterilized | \$ 25.00 |
| • Sterilized | \$ 10.00 |
| 2. Ferret | \$ 5.00 |
| 3. Duplicate License or Change of Ownership | \$ 5.00 |
| 4. Late Registration or Renewal Fee (in addition to license fee) | |
| 30 or more days past due renewal or original purchase | \$ 25.00 |
| • License fees are collectable for three years if owner is delinquent in purchasing tags – owner must prove previous licensing if not on record with Animal Services | |

New License fees beginning January 1, 2007:

- | | |
|---|----------|
| 5. <i>Dog/Cat (Valid for the Duration of the Vaccination)</i> | |
| • <i>Initial Vaccination (animals under 1 year of age only)</i> | \$ 8.00 |
| • <i>Not Sterilized</i> | \$ 65.00 |
| • <i>Sterilized</i> | \$ 15.00 |

Note: FEES MAY BE REDUCED OR WAIVED AT THE DISCRETION OF THE DIRECTOR OF ANIMAL SERVICES FOR SPECIAL CIRCUMSTANCES OR FOR PROMOTIONAL REASONS

F. Other Annual Registration Fees	
1. Guard Dog (Includes Inspection)	\$ 75.00
2. Dangerous Dog License (annual fee only)	\$ 500.00
G. Owner Requested Pickup of Live Animal	
1. Standard Pickup	\$ 50.00
2. Special Pickup (any additional services beyond standard)	\$ 100.00
H. Sterilization (Fees may be reduced by financial need of the owner/public assistance)	
1. DOG	
• Spay	\$ 65.00
• Neuter	\$ 45.00
2. Cat	
• Spay	\$ 50.00
• Neuter	\$ 30.00
I. Euthanasia for Owner (Includes Burial/Disposal Fees)	
1. Standard	\$ 50.00
2. Special (requiring something of significance outside normal procedures)	\$ 175.00
3. For Humane Reasons	FREE
J. Burial/Disposal of D.O.A. Brought In	\$ 15.00
K. Processing Fee for Adoptions	
1. Dog	\$ 65.00
2. Cat	\$ 50.00
3. Older Animals (Estimated Age of 6 + years)	\$ 20.00
4. Other & Special Animals 25-50% of Estimated Fair Market Value (This includes high demand breeds or purebred animals at the discretion of the Director)	
L. Promotional Adoption Processing Fees	
1. At the discretion of Director of Animal Services	
2. Silent auction, raffle & other promotions allowed at discretion of Director of Animal Services (and shall not be deemed in conflict or violating the Animal Control Ordinance)	
M. Spay/Neuter Deposit (per animal)	
1. Lee County Resident	\$ 250.00
2. Non-Lee County Resident	\$ 500.00
N. Cat Trap Deposit (REFUNDABLE UPON RETURN IN GOOD CONDITION)	\$ 75.00
1. Daily late fee for traps not returned by the date specified	\$ 10.00
2. Replacement or Repair – Loss of Deposit or Actual Cost plus \$10 Admin. Fee	
O. PICK UP OF TRAPPED DOMESTIC ANIMALS	
Hav-a-Heart or Other Non-Rear Access Traps Trap may need to be taken to Animal Services and picked up by the owner if officer has safety concerns (owner responsible for retrieval of trap from Animal Services at their expense – traps left at Animal Services for more than three days are subject to a \$10.00 daily storage fee)	
P. Trapped Wildlife Brought into Shelter	\$ 75.00
Q. Public Animal Fosters (ADOPTION FEES PLUS SPAY/NEUTER DEPOSIT & LICENSE FEES- PER ANIMAL)	
R. Rabies Vaccination	
1. Standard Fee (plus license required)	\$ 35.00 ea
2. Discount for Sterilized & Microchipped	\$ 10.00 ea

Note: FEES MAY BE REDUCED OR WAIVED AT THE DISCRETION OF THE DIRECTOR OF ANIMAL SERVICES FOR SPECIAL CIRCUMSTANCES OR FOR PROMOTIONAL REASONS

- S. Permanent Electronic ID (microchip) Implant & Registration
- 1. Dogs/Cats \$ 25.00
 - If cat/dog is sterilized, licensed & current on vaccinations \$ 10.00
 - 2. Other Animals \$ 50.00
 - Animals implanted solely at the discretion of Lee County Animal Services
- T. Maximum administrative fee that can be charged by license sellers \$3 per license

SCHEDULE OF FINES

SCHEDULE OF FINES				
SECTION	OFFENSE	1 ST OFFENSE	2 ND OFFENSE	3 rd OFFENSE
All sections not specified		\$100	\$250	Mandatory Court Appearance with Minimum Fine \$300
5 A, B & K	Cruelty to Animals	\$100 or Mandatory Court Appearance	\$250 or Mandatory Court Appearance	Mandatory Court Appearance with Minimum Fine \$300
5 others	Cruelty to Animals	\$200 or Mandatory Court Appearance	\$400 or Mandatory Court Appearance	Mandatory Court Appearance with Minimum Fine \$450
8	Failure to Sterilize	\$300	\$450	Mandatory Court Appearance with Minimum Fine \$475
9 A	Nuisance Animals	\$75	\$225	Mandatory Court Appearance with Minimum Fine \$275
9 B	Nuisance Animals	\$100	\$250	Mandatory Court Appearance with Minimum Fine \$300
10	Muscovy Ducks	\$75	\$225	Mandatory Court Appearance with Minimum Fine \$275
11	Concealment of Animals	\$300	\$450	Mandatory Court Appearance with Minimum Fine \$475
12	Running at Large	\$75	\$225	Mandatory Court Appearance with Minimum Fine \$275
13 A – E	Threatening/Menacing	\$250	\$450	Mandatory Court Appearance with Minimum Fine \$475
13 F	Failure to Confine	\$350	\$450	Mandatory Court Appearance with Minimum Fine \$475
14	Vicious Animal	\$250 or Mandatory Court Appearance	\$450 or Mandatory Court Appearance	Mandatory Court Appearance with Minimum Fine \$475
15	Failure to Confine Female in Season	\$150	\$350	Mandatory Court Appearance with Minimum Fine \$400
16	Opposing an Animal Control Officer	\$250	\$450	Mandatory Court Appearance with Minimum Fine \$475

Note: FEES MAY BE REDUCED OR WAIVED AT THE DISCRETION OF THE DIRECTOR OF ANIMAL SERVICES FOR SPECIAL CIRCUMSTANCES OR FOR PROMOTIONAL REASONS

17 C	Refusing to Sign and Accept Citation	\$250	\$450	Mandatory Court Appearance with Minimum Fine \$475
18	Surrender of Carcass	\$300	\$450	Mandatory Court Appearance with Minimum Fine \$475
19	Vaccination Requirements	\$100	\$250	Mandatory Court Appearance with Minimum Fine \$300
20	License Requirements	\$75	\$225	Mandatory Court Appearance with Minimum Fine \$275
21	Identification Requirements	\$75	\$225	Mandatory Court Appearance with Minimum Fine \$275
22 B-D	License Fees	\$50	\$150	Mandatory Court Appearance with Minimum Fine \$200
23	Animals in or upon Motor Vehicle	\$150	\$300	Mandatory Court Appearance with Minimum Fine \$350
24 B	Inhumane Treatment of Animals	\$200	\$400	Mandatory Court Appearance with Minimum Fine \$450
25 C	Failure to Surrender	\$250	\$450	Mandatory Court Appearance with Minimum Fine \$475
25 D	Violation of Home Quarantine	\$300	\$450	Mandatory Court Appearance with Minimum Fine \$475
25 E	Failure to Surrender	\$250	\$450	Mandatory Court Appearance with Minimum Fine \$475
25 F	Violation of Quarantine	\$300	\$450	Mandatory Court Appearance with Minimum Fine \$475
27 B	Failure to Produce upon Demand	\$150	\$350	Mandatory Court Appearance with Minimum Fine \$400
27 C	Failure to Provide Care	\$250	\$400	Mandatory Court Appearance with Minimum Fine \$450
28 A	Failure to Register	\$200	\$450	Mandatory Court Appearance with Minimum Fine \$475
28 B, E, H	Others	\$100	\$250	Mandatory Court Appearance with Minimum Fine \$300
28 I	Failure to Post Property	\$200	\$450	Mandatory Court Appearance with Minimum Fine \$475
29	Disposal of Dead Animal	\$100	\$250	Mandatory Court Appearance with Minimum Fine \$300

Note: FEES MAY BE REDUCED OR WAIVED AT THE DISCRETION OF THE DIRECTOR OF ANIMAL SERVICES FOR SPECIAL CIRCUMSTANCES OR FOR PROMOTIONAL REASONS

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

THIS AMENDMENT to the Interlocal Agreement is made and entered into this _____ day of _____, 2006, by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the TOWN OF FORT MYERS BEACH, a municipal corporation of the State of Florida, hereinafter referred to as the "Town."

WITNESSETH:

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

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

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

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

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

5.1 From October 1, 2006 through September 30, 2007, the Town agrees to pay the County the sum of \$39,323.00 based on a year-end analysis of the percentage of the population of the Town as a proportion of the population of all areas where Lee County Animal Services provide services and a factor for comprehensive services provided to the Town (The formula for calculation of fees for field operations shall be based on service statistics for each geographic area served by Lee County Animal Services. All other services of Lee County Animal Services shall be based on the population of the geographic area served compared to the total population of the areas served by Lee County Animal Services.), for and in consideration of the

services described in Exhibit "A", said sum shall be paid in equal monthly installments of \$3276.92 to be paid no later than forty five (45) days after services have been provided. Late payments shall be subject to a one percent (1%) administrative fee. The Town and the County agree to meet and negotiate for the renewal of this Agreement for any additional years no later than ninety (90) days prior to its expiration of the entire agreement on September 30, 2008.

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

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

ATTEST:

By: *Michael Mayer*
Town Clerk

TOWN OF FORT MYERS BEACH

By: *Nennis C Boback*
Mayor

APPROVED AS TO LEGAL FORM:

By: *[Signature]*
Town Attorney

ATTEST:

CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

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

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

By: _____
Lee County Attorney's Office

**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 as they relate to domestic animals (primarily dogs and cats). Agricultural and wild animals are specifically excluded from the jurisdiction of Lee County Animal Services and such incidents shall be referred to the proper authority.
2. The minimum hours of operation for the shelter and administrative offices will be 40 hours a week. Days and hours may vary depending on service level needs and staffing. Full road service will be provided for a minimum of 40 hours per week during daylight hours; additional limited extended service hours may be provided based upon available staff and/or overtime budget. Specific hours of operation and field services shall be determined by section managers with the approval of the Director of Animal Services and shall be established to best serve the needs of the community based on service demands and available staff.
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, answer phone inquiries, address complaints, and perform other administrative responsibilities.
4. Staff shall be available to answer calls during normal business operation hours (Monday through Friday only). After hours an answering machine or other automated system 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. 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. Where practical, Animal Services will attempt to maintain suitable cages in sufficient numbers will be available for after-hours "turn-in" of animals.
6. The Lee County licensing program will be administered countywide. Due to pet overpopulation concerns in the County and City, the licensing program should provide incentives for animals that are sterilized.
7. Lee County Animal Services shall maintain a sterilization program that is funded by revenues generated by the sale of pet licenses. The program(s) should be accessible to all areas served by Animal Services, and should be targeted to provide the most effective results for the lowest available costs. Outside contractors, discount certificates, and other programs may be included in these programs along with any program provided directly by Animal Services.

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 The City. 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 upon reasonable request during the County's regular business hours.
12. Animal Services shall establish a fee schedule for all services that are charged to the public. Examples of the services that may be included in the External Fees and Charges Manual are shown here. These fees shall be charged directly to the citizens and are payable upon receipt of the service:
 - 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.
13. 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.
14. 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.
15. Pick-up and transport service will be provided for any animals trapped in loaned traps.
16. 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. Limited veterinary services shall be provided when practical within the abilities of the public shelter environment; should treatment/stabilization be impractical the animal may be humanely euthanized to end suffering.

17. All utilities will be paid by the County to include electricity, water, sewer, solid waste, and telephone service.
18. 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.

19. 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. For uniformity of enforcement and citizen understanding of rules related to animals, LCAS encourages municipalities to adopt the County ordinance and associated fine schedule. And whereas many jurisdictions do function under the County ordinance, the County reserves the right to adjust fees in future years based upon special enforcement needs, training, and other factors related to individualized local ordinances.
20. "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.
21. 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.
22. 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.
23. 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 will be granted the same access to Animal Control by 800 MHZ radio as afforded to the other municipalities and Sheriff.
24. Lee County will follow State law and/or Health Department rules or regulations concerning persons or animals bitten by any animal within Lee County.

25. 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.

26. 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.

27. Animal Services shall make every effort to utilize education as an integral part of its operation. Where practical and cost-effective programs may be established for education and community outreach to community and school groups.

28. 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.

29. 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.

DEPARTMENT: Animal Services

EXTERNAL FEE NUMBER: EX 1-1

PURPOSE: Animal Services Fees & Fines
BASIS FOR FEE:
DATE APPROVED: 11/19/02 *proposed 2006 changes*

ANIMAL SERVICES FEES & FINES

SCHEDULE OF FEES

A. Intake Fee

- | | |
|---|-----------|
| 1. First Intake of a Licensed, Microchipped & Sterilized Pet | FREE |
| 2. Standard Intake | \$ 50.00 |
| 3. Small Animal Intake | \$ 25.00 |
| 4. Special Intake (requiring something of significance outside normal procedures) | \$ 300.00 |

B. Additional Fee for Non-Sterilized Animal Released from Shelter

- | | |
|--|-----------|
| 1. First Intake – Warning Issued & Sterilization May be Offered | |
| 2. Subsequent Intake of Same Animal | \$ 200.00 |
| • Refundable within 45 days of fee payment if animal is sterilized | |

C. Daily Board Fee (listed fee applies to first five days – then doubles after the five day period)

- | | |
|--|----------|
| 1. Dog/Cat | \$ 10.00 |
| 2. Small Animal | \$ 5.00 |
| 3. All Other (Sick Bay, Post surgery, etc) | \$ 25.00 |

INTAKE & BOARDING FEES DOUBLE EACH SUBSEQUENT INTAKE UP TO TEN TIMES THE LISTED INITIAL FEE

D. Quarantine (First 10 days or fraction thereof; thereafter, daily board fee is added)

- | | |
|--|-----------|
| 1. (includes rabies vaccination, license & microchip id – if needed) | \$ 250.00 |
| • Fees Double each additional time the animal bites up to \$1000.00 | |
| 2. Rabies Testing Fee (No Victim, No Exposure) | \$ 90.00 |
| 3. Visitation in Quarantine (5 min per visit) | \$ 15.00 |
| 4. Home Quarantine Fee | \$ 75.00 |

* Additional charges added for special food, off-site boarding or care products needed

E. Annual Pet Registration (License) Fee

- | | |
|--|----------|
| 1. Dog/Cat (Valid for one year) | |
| • Not Sterilized | \$ 25.00 |
| • Sterilized | \$ 10.00 |
| 2. Ferret | \$ 5.00 |
| 3. Duplicate License or Change of Ownership | \$ 5.00 |
| 4. Late Registration or Renewal Fee (in addition to license fee)
30 or more days past due renewal or original purchase | \$ 25.00 |
| • License fees are collectable for three years if owner is delinquent in purchasing tags – owner must prove previous licensing if not on record with Animal Services | |

New License fees beginning January 1, 2007:

- | | |
|--|----------|
| 5. Dog/Cat (Valid for the Duration of the Vaccination) | |
| • Initial Vaccination (animals under 1 year of age only) | \$ 8.00 |
| • Not Sterilized | \$ 65.00 |
| • Sterilized | \$ 15.00 |

Note: FEES MAY BE REDUCED OR WAIVED AT THE DISCRETION OF THE DIRECTOR OF ANIMAL SERVICES FOR SPECIAL CIRCUMSTANCES OR FOR PROMOTIONAL REASONS

F. Other Annual Registration Fees	
1. Guard Dog (Includes Inspection)	\$ 75.00
2. Dangerous Dog License (annual fee only)	\$ 500.00
G. Owner Requested Pickup of Live Animal	
1. Standard Pickup	\$ 50.00
2. Special Pickup (any additional services beyond standard)	\$ 100.00
H. Sterilization (Fees may be reduced by financial need of the owner/public assistance)	
1. DOG	
• Spay	\$ 65.00
• Neuter	\$ 45.00
2. Cat	
• Spay	\$ 50.00
• Neuter	\$ 30.00
I. Euthanasia for Owner (Includes Burial/Disposal Fees)	
1. Standard	\$ 50.00
2. Special (requiring something of significance outside normal procedures)	\$ 175.00
3. For Humane Reasons	FREE
J. Burial/Disposal of D.O.A. Brought In	\$ 15.00
K. Processing Fee for Adoptions	
1. Dog	\$ 65.00
2. Cat	\$ 50.00
3. Older Animals (Estimated Age of 6 + years)	\$ 20.00
4. Other & Special Animals 25-50% of Estimated Fair Market Value (This includes high demand breeds or purebred animals at the discretion of the Director)	
L. Promotional Adoption Processing Fees	
1. At the discretion of Director of Animal Services	
2. Silent auction, raffle & other promotions allowed at discretion of Director of Animal Services (and shall not be deemed in conflict or violating the Animal Control Ordinance)	
M. Spay/Neuter Deposit (per animal)	
1. Lee County Resident	\$ 250.00
2. Non-Lee County Resident	\$ 500.00
N. Cat Trap Deposit (REFUNDABLE UPON RETURN IN GOOD CONDITION)	\$ 75.00
1. Daily late fee for traps not returned by the date specified	\$ 10.00
2. Replacement or Repair – Loss of Deposit or Actual Cost plus \$10 Admin. Fee	
O. PICK UP OF TRAPPED DOMESTIC ANIMALS	
Hay-a-Heart or Other Non-Rear Access Traps Trap may need to be taken to Animal Services and picked up by the owner if officer has safety concerns (owner responsible for retrieval of trap from Animal Services at their expense – traps left at Animal Services for more than three days are subject to a \$10.00 daily storage fee)	
P. Trapped Wildlife Brought into Shelter	\$ 75.00
Q. Public Animal Fosters (ADOPTION FEES PLUS SPAY/NEUTER DEPOSIT & LICENSE FEES- PER ANIMAL)	
R. Rabies Vaccination	
1. Standard Fee (plus license required)	\$ 35.00 ea
2. Discount for Sterilized & Microchipped	\$ 10.00 ea

Note: FEES MAY BE REDUCED OR WAIVED AT THE DISCRETION OF THE DIRECTOR OF ANIMAL SERVICES FOR SPECIAL CIRCUMSTANCES OR FOR PROMOTIONAL REASONS

- S. Permanent Electronic ID (microchip) Implant & Registration
- 1. Dogs/Cats \$ 25.00
 - If cat/dog is sterilized, licensed & current on vaccinations \$ 10.00
 - 2. Other Animals \$ 50.00
 - Animals implanted solely at the discretion of Lee County Animal Services
- T. Maximum administrative fee that can be charged by license sellers \$3 per license

SCHEDULE OF FINES

SCHEDULE OF FINES				
SECTION	OFFENSE	1 ST OFFENSE	2 ND OFFENSE	3 RD OFFENSE
All sections not specified		\$100	\$250	Mandatory Court Appearance with Minimum Fine \$300
5 A, B & K	Cruelty to Animals	\$100 or Mandatory Court Appearance	\$250 or Mandatory Court Appearance	Mandatory Court Appearance with Minimum Fine \$300
5 others	Cruelty to Animals	\$200 or Mandatory Court Appearance	\$400 or Mandatory Court Appearance	Mandatory Court Appearance with Minimum Fine \$450
8	Failure to Sterilize	\$300	\$450	Mandatory Court Appearance with Minimum Fine \$475
9 A	Nuisance Animals	\$75	\$225	Mandatory Court Appearance with Minimum Fine \$275
9 B	Nuisance Animals	\$100	\$250	Mandatory Court Appearance with Minimum Fine \$300
10	Muscovy Ducks	\$75	\$225	Mandatory Court Appearance with Minimum Fine \$275
11	Concealment of Animals	\$300	\$450	Mandatory Court Appearance with Minimum Fine \$475
12	Running at Large	\$75	\$225	Mandatory Court Appearance with Minimum Fine \$275
13 A – E	Threatening/Menacing	\$250	\$450	Mandatory Court Appearance with Minimum Fine \$475
13 F	Failure to Confine	\$350	\$450	Mandatory Court Appearance with Minimum Fine \$475
14	Vicious Animal	\$250 or Mandatory Court Appearance	\$450 or Mandatory Court Appearance	Mandatory Court Appearance with Minimum Fine \$475
15	Failure to Confine Female in Season	\$150	\$350	Mandatory Court Appearance with Minimum Fine \$400
16	Opposing an Animal Control Officer	\$250	\$450	Mandatory Court Appearance with Minimum Fine \$475

Note: FEES MAY BE REDUCED OR WAIVED AT THE DISCRETION OF THE DIRECTOR OF ANIMAL SERVICES FOR SPECIAL CIRCUMSTANCES OR FOR PROMOTIONAL REASONS

17 C	Refusing to Sign and Accept Citation	\$250	\$450	Mandatory Court Appearance with Minimum Fine \$475
18	Surrender of Carcass	\$300	\$450	Mandatory Court Appearance with Minimum Fine \$475
19	Vaccination Requirements	\$100	\$250	Mandatory Court Appearance with Minimum Fine \$300
20	License Requirements	\$75	\$225	Mandatory Court Appearance with Minimum Fine \$275
21	Identification Requirements	\$75	\$225	Mandatory Court Appearance with Minimum Fine \$275
22 B-D	License Fees	\$50	\$150	Mandatory Court Appearance with Minimum Fine \$200
23	Animals in or upon Motor Vehicle	\$150	\$300	Mandatory Court Appearance with Minimum Fine \$350
24 B	Inhumane Treatment of Animals	\$200	\$400	Mandatory Court Appearance with Minimum Fine \$450
25 C	Failure to Surrender	\$250	\$450	Mandatory Court Appearance with Minimum Fine \$475
25 D	Violation of Home Quarantine	\$300	\$450	Mandatory Court Appearance with Minimum Fine \$475
25 E	Failure to Surrender	\$250	\$450	Mandatory Court Appearance with Minimum Fine \$475
25 F	Violation of Quarantine	\$300	\$450	Mandatory Court Appearance with Minimum Fine \$475
27 B	Failure to Produce upon Demand	\$150	\$350	Mandatory Court Appearance with Minimum Fine \$400
27 C	Failure to Provide Care	\$250	\$400	Mandatory Court Appearance with Minimum Fine \$450
28 A	Failure to Register	\$200	\$450	Mandatory Court Appearance with Minimum Fine \$475
28 B, E, H	Others	\$100	\$250	Mandatory Court Appearance with Minimum Fine \$300
28 I	Failure to Post Property	\$200	\$450	Mandatory Court Appearance with Minimum Fine \$475
29	Disposal of Dead Animal	\$100	\$250	Mandatory Court Appearance with Minimum Fine \$300

Note: FEES MAY BE REDUCED OR WAIVED AT THE DISCRETION OF THE DIRECTOR OF ANIMAL SERVICES FOR SPECIAL CIRCUMSTANCES OR FOR PROMOTIONAL REASONS