

1. Requested Motion:

Meeting Date: August 16, 2010

Approve the 2010-2011 Interlocal Agreement Stray Animal Control Services as presented.

Why the action is necessary:

The existing interlocal agreement expires September 30, 2010.

What the action accomplishes:

It allows Lee County to provide Animal Control Services to the Town in FY 2011.

2. Agenda:

Consent
 Administrative

3. Requirement/Purpose:

Resolution
 Ordinance
 Other

4. Submitter of Information:

Council
 Town Staff
 Town Attorney

5. Background:

The Town participates in an annual interlocal agreement with Lee County to provide stray animal control services. The 2010-2011 Interlocal Agreement is provided as an attachment. This interlocal agreement is to run from the period October 1, 2010 through September 30, 2011. The annual fee to be paid by the Town is \$72,944. *The county has offered to reduce the fee to \$66,392. or \$6,552. less if the Town agrees to adopt the County's ordinance as it relates to stray animal control.*

Note: The \$72,944. has been included in the preliminary FY 2011 budget for animal control.

6. Alternative Action:

Amend Town Ordinance 08-08, Animal Control Services to adopt Lee County's Ordinance, 09-20 (or codified version Chapter 6, Article 3) and approve the FY 2011 Interlocal Agreement for Animal Control Services at the reduced fee of \$66,392.

7. Management Recommendations:

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

9. Council Action:

Approved Denied Deferred Other



2010-2011 INTERLOCAL AGREEMENT STRAY ANIMAL CONTROL SERVICES

This amendment to the Inter-local Agreement is made and entered into this _____ day of _____, 2010, 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 Town wants to contract with the County to provide stray animal control services; and

WHEREAS, the County agrees to provide stray animal control services to the Town in accordance with the terms of this agreement;

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 the 2010-2011 Inter-local Agreement as follows:

1. COMPENSATION AND METHOD OF PAYMENT (Please select one agreement):
 - a. The annual fees of \$72,944 are based upon the County's year-end analysis of actual expenses to provide stray animal housing, disposal and enforcement costs to the Town of Fort Myers Beach. ***The annual fee shall be reduced to \$66,392 with the Town of Fort Myers Beach adopting the County's ordinance.***
 - b. This Inter-local Agreement is from October 1, 2010 through September 30, 2011.
 - c. Quarterly invoicing shall be due on or before:
 - 1st Quarter – October 30, 2010
 - 2nd Quarter – January 31, 2011
 - 3rd Quarter – April 30, 2011
 - 4th Quarter – July 31, 2011

Late payments shall be subjected to a one percent (1%) administrative fee.

2. The City agrees to provide an executed copy of the 2010-2011 Inter-local Agreement no later than August 30, 2010. If an agreement has not been reached by August 30, 2010 for additional contracted services, the 2009-2010 Inter-local Agreement will end on September 30, 2010 with no further notice required. Either party may provide sixty (60) days' written notice to terminate the 2010-2011 Inter-local agreement.

3. The 2010-2011 Inter-local Agreement shall become effective on the date written above and any subsequent Amendments thereto shall be filed with the Clerk of the Circuit Court, the Town Clerk and Lee County.
4. Management, policy and fiscal measures will be established and maintained by the County to implement stray animal control field and shelter services to enforce animal control laws, rules and regulations as they relate to domestic dogs, cats and ferrets
5. Agricultural, exotics and wildlife are specifically excluded from the jurisdiction of Lee County Domestic Animal Services and such inquiries shall be referred to the proper authority.
6. Lee County Domestic Animal Services shall establish a fees and fines schedule for all services that are charged to the public that is approved by the Lee County Board of County Commissioners which are included in the External Fees and Charges Manual. These fees shall be charged directly to the citizens and are payable upon receipt of the service. The County reserves the right to adjust fees and fines as necessary.
7. Trained County personnel will be utilized to provide stray animal control services in accordance with the state statute, town ordinance and county ordinance.
8. Hours of operation are as follows:

Administrative Hours:	Minimum of forty (40) hours per week.
Field Operations Hours:	Private Citizen Response with Full Road Service Excluding County Approved Holidays:
	Monday-Sunday - 8 AM to 9 PM
	Emergency Police Response: 24 Hours, 7 Days, 365 Days per Year

Emergency police response is defined in Section 11. An answering service will be available for receiving requests for service after normal business hours. The answering service will have the ability to notify an on-call officer of emergencies.

9. The Town agrees to participate in the Lee County Pet Licensing Program. Due to the pet overpopulation problem in Lee County, the restricted pet licensing program shall provide low-cost spay/neuter, microchip and vaccination services for Lee County pet owners who qualify for eligibility based on receipt of public assistance programs. The low-cost spay/neuter assistance program shall be funded by revenues generated by the sale of pet licenses. The program(s) should be accessible to all areas served by Lee County Domestic 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 Lee County Domestic Animal Services.
10. The County shall maintain books, records and documents directly pertinent to the performance under this Contract in accordance with generally accepted accounting principles and consistently applied. The Town shall be provided with such records and documents with billing information on a quarterly basis.
11. 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 Officer. Individual items are in no specific order and prioritization shall be based on individual cases:
 - a. Rescue of unattended injured domestic cats, dogs and ferrets.
 - b. Rescue of domestic cats, dogs and ferrets that are inhumanely trapped or unnaturally restrained.
 - c. Rescue or take custody of domestic cats, dogs and ferrets involved in motor vehicle accidents or which impede traffic.
 - d. Provide assistance to citizens where a bite or attack has occurred by a stray domestic cat, dog or ferret and the animal remains at large and a threat to citizens or their property

- e. Provide assistance where any dangerous dog has escaped and is posing an immediate threat to citizens or property.
- f. Provide assistance to law enforcement for emergencies including the pick up of an at-large or injured domestic cat, dog or ferret on the scene related to a law enforcement incident.
- g. Patrol areas where a threatening or menacing animal has been reported.

Calls referenced in item 11 are classified as emergency in nature and will be responded to within two (2) hours of receiving the dispatched call. All other calls of a non-emergency nature not referenced in item 11 will be responded to within eight (8) hours of receiving the dispatched call during field operations hours including, but not limited to, investigation of state statute and county ordinance violations relating to animals.

- 12. The disposition of unclaimed stray and surrendered animals will be in accordance with state statute and county ordinance.
- 13. Lee County Animal Services will provide the Town with a minimum of thirty (30) days' notification of any proposed ordinance or policy changes pursuant to the 2010-2011 inter-local agreement.
- 14. All utilities shall be paid by the County to include electricity, water, sewer, water, solid waste and telephone service.
- 15. Statistical and financial reports will be invoiced and mailed quarterly. The reports will include the number of citations written, impoundments, notices given, warnings written, warnings mailed and written by the animal control officer, cancelled calls, cancelled dispatch calls, total number of calls received and dispatched, intake of stray and owned animals and disposition of such animals.
- 16. Trained County personnel will be utilized to serve as dispatchers. The dispatch personnel will dispatch calls over the County's two-way 800 MHZ radio system and/or dispatched electronically through the Chameleon Software System during normal business hours. Animal control officers will receive text pages from the answering service to respond to after hour calls for emergencies. The Town will be granted the same access to Animal Control by 800 MHZ radio as afforded to the other municipalities and Sheriff.
- 17. Lee County Animal Services will follow State Statute and/or Health Department rules or regulations relating to the Rabies Administration Program including ten-day quarantine for rabies observation and/or testing of stray animals that have bitten and/or scratched a human.
- 18. An adoption program will be maintained as part of the administrative and kennel functions of Domestic 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.
- 19. The following services will be provided for all animals brought into the facility:
 - a. Proper identification and recording of stray animals using established policies and procedures.
 - b. Health evaluation for stray animals with injury, illness, temperament or other additional conditions.
 - c. Emergency medical care as required.
 - d. Authorized preventative care.
 - e. Check for parasite and groom or clean if needed.
 - f. Provide preventative treatment for intestinal parasites; heartworm, feline leukemia and aids tests; and vaccinations.
 - g. Appropriate housing of stray animals.
 - h. Complete inventory of stray animals in the shelter.

- i. Stray 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.
 - j. Proper cleaning on a daily basis of all areas where stray animals are housed and treated.
 - k. An education program on responsible pet ownership will be maintained as part of the administrative function of Lee County Domestic Animal Services.
20. Lee County Domestic Animal Services provides the following services as part of the 2010-2011 inter-local agreement for Lee County residents:
- a. Low-Cost Spay/Neuter Programs
 - b. Adoption Services
 - c. Owner Surrender Services (based on available capacity)
 - d. Investigation of State Statute and County Ordinance Violations Relating to Animals including Cruelty Investigations
 - e. Community Pet Pantry Program (providing veterinary care and pet food supplies for financially disadvantaged pet owners)
 - f. Housing and Disposal of Stray Animals
 - g. Pet Behavior Hotline
 - h. Foster Program
 - i. Return to Owner and Lost & Found Services
 - j. Pet Placement Partnership Referral Services
 - k. Animal Care Trust Fund for treatment of sick and injured animals
 - l. Humane Euthanasia of Stray Sick, Injured or Aggressive Animals
 - m. Rabies Quarantine of Stray Animals that have Bitten or Scratched a Human

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

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ATTEST:

TOWN OF FORT MYERS BEACH

By: _____
Town Clerk

By: *Terrence Hewitt*
Town Manager

Date: _____

Date: 6-9-2010

By: _____
Town Mayor

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Town Attorney

Date: _____

ATTEST:

~~CHARLIE GREEN, CLERK~~

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Lee County Attorney's Office