

1. Requested Motion:

Meeting Date: Dec 17, 2012

Motion to approve the Domestic Animal Control contract with Lee County in the amount of \$79,144.

Why the action is necessary:

In order to provide Domestic Animal Control services within the town.

What the action accomplishes:

2. Agenda:

Consent
 Administrative

3. Requirement/Purpose:

Resolution
 Ordinance
 Other

4. Submitter of Information:

Council
 Town Staff
 Town Attorney

5. Background:

The contract amount is an increase over the 2011-2012 contract amount of \$72,692.

Several months ago the Town manager reported to the Town Council his concerns about the cost allocation methodology Lee County Domestic Animal Services is using to determine the annual contract cost. Authorization was given to contact other municipalities and encourage them to work together toward achieving a change in the formulation. This contract was not brought forward in the hope that could be accomplished. Unfortunately, that has not happened.

In order to insure the provision of animal control services this contract must be approved.

This may be an item for discussion with the Lee BOCC at the next Joint Town BOCC meeting.

Please see attachments including the contract, a communication regarding the allocation methodology and a July 27, 2012 memorandum from the Town Manager.

6. Alternative Action:

None

7. Management Recommendations:

Approval

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Parks & Recreation Director	Town Clerk
						

9. Council Action:

Approved Denied Deferred Other



LEE COUNTY
SOUTHWEST FLORIDA

LEE COUNTY DOMESTIC ANIMAL SERVICES

5600 Banner Dr., Ft. Myers, FL 33912-4409 * (239) 533-9200 * dward@leegov.com

TOWN OF
FORT MYERS BEACH

MAY - 3 2012

April 25, 2012

RECEIVED BY

Ms. Michelle Mayher
Town of Fort Myers Beach
2523 Estero Blvd.
Fort Myers Beach, FL 33931

Dear Ms. Mayher:

Please find attached three copies of the 2012-2013 Inter-Local Agreement between Lee County and the Town of Ft. Myers Beach for your review and execution. Also, attached is information to share with your residents regarding Lee County Domestic Animal Services shelter outreach programs, specifically spay/neuter endeavors, to help reduce pet overpopulation as well as taxpayer expenses for Stray Animal Control Services.

If you have any questions or would like for me to meet with you, please feel free to contact me. Lee County Domestic Animal Services and I look forward to working with the Town of Fort Myers Beach to provide these vital programs and services for your residents.

Sincerely,

Donna Ward
Director

DAW/Attachment

A



2012-2013 INTERLOCAL AGREEMENT FOR STRAY ANIMAL CONTROL SERVICES

This 2012-2013 Inter-local Agreement for Stray Animal Control Services ("*Agreement*") is made and entered into this _____ day of _____, 2012, by and between LEE COUNTY, a political subdivision of the State of Florida ("*County*") and the TOWN OF FORT MYERS BEACH, a municipal corporation of the State of Florida ("*Town*").

WHEREAS, pursuant to Section 163.01, Florida Statutes, the County 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 utilizing the County's Domestic Animal Services in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions set forth herein, the Town and the County, both intending to be legally bound, hereby agree to the following terms and conditions:

1. Initial Term of the Agreement: The initial term of this Agreement is from October 1, 2012 through September 30, 2013.
2. Extension/Renewal: This Agreement may be extended/renewed for successive one year periods. The Town must provide a written request to the County to extend/renew this Agreement at least 45 days prior to the end of the Term of the Agreement. The County will review the request and, prior to the end date of the Term of the Agreement, provide the Town with a written response indicating whether the request to extend the Agreement is approved. As a condition of the County's extension/renewal the amount of Compensation to be paid to the County may be increased or decreased. The Town has the right to accept or reject such an adjustment in the amount of Compensation.
3. Compensation to County: The annual fees of \$79,144 are based upon the County's year-end analysis of actual expenses to provide stray animal housing, disposal and enforcement costs to the Town. An accounting of services provided by the County may be made annually and/or by special request of the Town. Such an accounting will include a summary of budgeted versus actual revenues and expenses. Should pet licensing (spay/neuter) revenues exceed expenditures by excessive amounts both parties agree to renegotiate the contract.
4. Regulations to be Utilized: The Town currently has adopted the County's regulations.
5. Additional Cost: *The County and Town will work cooperatively to ensure the Town has the ability to adopt the provisions of the County's Domestic Animal Services Ordinance within forty-five (45) days of the adoption of any changes to the County's Ordinance. Failure of the Town to adopt will result in an additional charge representing 10% of the annual fee which will prorated for the period of time that exceeded the forty-five (45) day period.*

6. Quarterly Invoicing: The County will invoice the Town on a quarterly basis for services provided, and the Town will make payment in accordance with the following:

Quarter	Period Covered	Invoice Date	Payment Due Date
1st	Ending December 31, 2012	January 2, 2013	February 15, 2013
2 nd	Ending March 31, 2013	April 2, 2013	May 15, 2013
3rd	Ending June 30, 2013	July 2, 2013	August 15, 2013
4 th	Ending September 30, 2013	October 2, 2013	November 15, 2013

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

7. Termination: Either party may terminate this Agreement by providing sixty (60) days written notice to the other part of their intention to terminate this Agreement by providing such notice to the address set out below.

8. Written Notice and Correspondence: Written notice of termination, extension, amendment or other correspondence must be provided via regular mail, postage prepaid, as follows:

To the Town:

Michelle Mayher, Town Clerk
Town of Fort Myers Beach
2523 Estero Boulevard
Fort Myers Beach, FL 33931

To the County:

Donna Ward, Director
Lee County Domestic Animal Services
P.O. Box 398
Fort Myers, FL 33902

9. Effective Date: This Agreement will become effective on the date written above, and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court, Town Clerk and Lee County.
10. Operational Policies and Rules: 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.
11. Certain Types of Animals Excluded: Agricultural (domestic livestock and fowl), exotics and any other wildlife are specifically excluded from the jurisdiction of the County's Domestic Animal Services and are not covered under the terms of this Agreement. Inquiries or service calls for these types of animal should be referred to other proper authorities.
12. Establishment of Fees: The County's has established and will maintain a schedule for both fees and fines for all services that are charged to the public. The fee schedule is approved by the Lee County Board of County Commissioners and is included in the County's External Fees and Charges Manual. These fees will 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.
13. Applicable Rules: Certified animal control officers will be utilized to provide stray animal control services in accordance with applicable State statutes and County ordinances.

14. Hours of Operation: Hours of operation are as follows:

Administrative Hours: Monday through Saturday, 8 AM to 4 PM
(Minimum of 40 hours per week)

Field Operations Hours: Private Citizen Response with Full Road Service
(Excluding County-approved Holidays):
Monday-Sunday: 8 AM to Midnight
*Emergency Service Calls: 24 Hours/7 Days/365 Days per Year
(defined in Section 17.)

After-hours: 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 animal control officer of emergencies.

15. Participation in County Programs: The Town agrees to participate in the County's Pet Licensing Program. Due to the pet overpopulation problem in Lee County, the restricted pet licensing program will 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 will be funded by revenues generated by the sale of pet licenses. The program(s) should be accessible to all areas served by the County's 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 the County's Domestic Animal Services.

16. Record Keeping and Quarterly Reports: The County will 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.

17. Calls for Service: Calls for service will be assessed and prioritized at the sole discretion and judgment of the County's Animal Control Officers.

Emergency Service Calls: The following calls for service (appearing in no specific order) will typically be considered "emergency" in nature and will be responded to within two (2) hours of receiving the dispatched call:

- a. Rescue of stray 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. Assistance to citizens where a bite or attack has occurred by a stray domestic cat, dog or ferret, and the animal remains at scene and a threat to citizens or their property
- e. Assistance where any dangerous dog has escaped and is posing an immediate threat to citizens or property.
- f. Assistance to law enforcement for emergencies including the pick-up and transport of an injured domestic cat, dog or ferret at the scene related to a law enforcement incident.

- g. Nuisance dog barking complaints will be handled by the appropriate law enforcement agency within the jurisdiction, with the exception of Mondays through Fridays between the hours of 8 AM to 4 PM.
- h. Patrol areas where a threatening or menacing animal has been reported.

Non-emergency Calls: All other calls of a non-emergency nature, and not referenced above, will be responded to within eight (8) hours of receiving the dispatched call during full field operations hours. Non-emergency calls may include, but are not limited to, matters such as investigation of State statute and County ordinance violations relating to animals.

- 18. Disposition of Unclaimed Stray and Surrendered Animals: The disposition of unclaimed stray and surrendered animals will be in accordance with State statute and County ordinance.
- 19. Notice of Ordinance/Regulation Changes: The County will provide the Town with a minimum of thirty (30) days notification of any proposed ordinance or policy changes.
- 20. Utility Service Fees: All utilities for County facilities will be paid by the County. Facility utilities include cost or fees for electricity, water, sewer, solid waste disposal and telephone service.
- 21. Quarterly Reports: Statistical and financial reports will be prepared by the County and provided to the Town on a quarterly basis. 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.
- 22. Dispatch Services: 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 the County's two-way 800 MHZ radio system as afforded to the other municipalities and the Lee County Sheriff. During nights, weekends and holidays, animal control officers will be operating on the Lee County Sheriff's Office radio frequency for safety monitoring. The Town may access services by contacting Lee County Sheriff's Office Dispatch at (239) 477-1202 or by calling Lee County Domestic Animal Services at (239) 533-7387 (Option #2).
- 23. Rabies: The County 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.
- 24. Adoption, Sterilization, Microchips and Vaccinations: An adoption program will be maintained as part of the administrative and kennel functions of Domestic Animal Services.
- 25. Sterilization and Micro-chipping Requirements: All cats and dogs adopted shall be required to be sterilized and permanently identified through an implanted microchip.
- 26. Vaccination and Licensing: Appropriate vaccinations and licensing will be required based on species, age and other relevant factors.
- 27. County Facility Provided Services: The following services will be provided for all animals brought into the County's facility:

allocated 47% of fte time rather than 60% represents a difference of approximately \$236,000. This represents a savings to unincorporated and a cost to the municipalities.

Enforcement - Field Operation Activities

Source: LCDAC Quarterly Reports

Annual Allocation Documents

Area/Quarter	Total	% of Total	Assigned FTE	% of FTE
			Hours	Hours
N/A	54	0.33%	0	0.00%
Bonita	655	4.06%	2,808	7.50%
Cape Coral	3,816	23.65%	9,152	24.44%
County	9,722	60.26%	17,576	46.94%
Fort Myers	1,802	11.17%	6,656	17.78%
Fort Myers Beach	84	0.52%	1,248	3.33%
Total	16,133	100.00%	37,440	100.00%

If the County were to modify the funding formula, the end result would be a more equitable distribution of costs. If you have any questions or need more information, please let me know.

Sheena Milliken

City of Cape Coral

Mgt/Budget Administrator

(239) 574-0489 fax (239) 574-0734

- 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. Preventative treatment for intestinal parasites; heartworm, feline leukemia and aids tests, and vaccinations.
 - g. Appropriate housing of animals.
 - h. Complete inventory of animals in the shelter.
 - i. All animals brought into the facility will be fed and watered in a manner diet-appropriate to their breed, species and physical condition.
 - j. Proper cleaning on a daily basis of all areas where animals are housed and treated.
28. Additional Program Availability: The County will provide the following services as part of this 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
 - n. An education program will be available to promote responsible pet ownership
 - o. Disclosure of information related to applicable State Statutes and local ordinances.
 - p. Disclosure of information emphasizing the importance of spay/neuter to prevent pet overpopulation.
29. Limitation on the County's Liability: The County will only be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the County while acting within the scope or the official's or employee's office or employment under circumstances under which a private person would be held liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28 Florida Statutes, as it may be amended or revised from time to time.
30. Entire Agreement: This Agreement sets for the all agreements, terms, conditions and understandings between the Town and the County, and there are no other agreements, customs, usages, terms, conditions or understandings, either oral or written, express or implied, other than as set forth herein. Additionally, all negotiations or acts made prior to the execution hereof are deemed to be merged, integrated and superseded by this Agreement.
31. Amendment of this Agreement: Notwithstanding any of the provisions contained herein, this Agreement may be amended by mutual agreement of the Town and the County, and any such amendment must be in writing to be effective.

32. Severability: Should any provision contained within this Agreement be determined by a court of competent jurisdiction to be unenforceable, such a determination will not affect the validity or enforceability of any other section or part herein.

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.

ATTEST:

CITY OF TOWN OF FORT MYERS

By: _____
Town Clerk

By: _____
Town Manager

Date: _____

Date: _____

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



2012-2013 INTERLOCAL AGREEMENT FOR STRAY ANIMAL CONTROL SERVICES

This 2012-2013 Inter-local Agreement for Stray Animal Control Services ("*Agreement*") is made and entered into this _____ day of _____, 2012, by and between LEE COUNTY, a political subdivision of the State of Florida ("*County*") and the TOWN OF FORT MYERS BEACH, a municipal corporation of the State of Florida ("*Town*").

WHEREAS, pursuant to Section 163.01, Florida Statutes, the County 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 utilizing the County's Domestic Animal Services in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions set forth herein, the Town and the County, both intending to be legally bound, hereby agree to the following terms and conditions:

1. Initial Term of the Agreement: The initial term of this Agreement is from October 1, 2012 through September 30, 2013.
2. Extension/Renewal: This Agreement may be extended/renewed for successive one year periods. The Town must provide a written request to the County to extend/renew this Agreement at least 45 days prior to the end of the Term of the Agreement. The County will review the request and, prior to the end date of the Term of the Agreement, provide the Town with a written response indicating whether the request to extend the Agreement is approved. As a condition of the County's extension/renewal the amount of Compensation to be paid to the County may be increased or decreased. The Town has the right to accept or reject such an adjustment in the amount of Compensation.
3. Compensation to County: The annual fees of \$79,144 are based upon the County's year-end analysis of actual expenses to provide stray animal housing, disposal and enforcement costs to the Town. An accounting of services provided by the County may be made annually and/or by special request of the Town. Such an accounting will include a summary of budgeted versus actual revenues and expenses. Should pet licensing (spay/neuter) revenues exceed expenditures by excessive amounts both parties agree to renegotiate the contract.
4. Regulations to be Utilized: The Town currently has adopted the County's regulations.
5. Additional Cost: *The County and Town will work cooperatively to ensure the Town has the ability to adopt the provisions of the County's Domestic Animal Services Ordinance within forty-five (45) days of the adoption of any changes to the County's Ordinance. Failure of the Town to adopt will result in an additional charge representing 10% of the annual fee which will prorated for the period of time that exceeded the forty-five (45) day period.*

6. Quarterly Invoicing: The County will invoice the Town on a quarterly basis for services provided, and the Town will make payment in accordance with the following:

Quarter	Period Covered	Invoice Date	Payment Due Date
1st	Ending December 31, 2012	January 2, 2013	February 15, 2013
2 nd	Ending March 31, 2013	April 2, 2013	May 15, 2013
3rd	Ending June 30, 2013	July 2, 2013	August 15, 2013
4 th	Ending September 30, 2013	October 2, 2013	November 15, 2013

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

7. Termination: Either party may terminate this Agreement by providing sixty (60) days written notice to the other part of their intention to terminate this Agreement by providing such notice to the address set out below.

8. Written Notice and Correspondence: Written notice of termination, extension, amendment or other correspondence must be provided via regular mail, postage prepaid, as follows:

To the Town:

Michelle Mayher, Town Clerk
 Town of Fort Myers Beach
 2523 Estero Boulevard
 Fort Myers Beach, FL 33931

To the County:

Donna Ward, Director
 Lee County Domestic Animal Services
 P.O. Box 398
 Fort Myers, FL 33902

9. Effective Date: This Agreement will become effective on the date written above, and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court, Town Clerk and Lee County.
10. Operational Policies and Rules: 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.
11. Certain Types of Animals Excluded: Agricultural (domestic livestock and fowl), exotics and any other wildlife are specifically excluded from the jurisdiction of the County's Domestic Animal Services and are not covered under the terms of this Agreement. Inquiries or service calls for these types of animal should be referred to other proper authorities.
12. Establishment of Fees: The County's has established and will maintain a schedule for both fees and fines for all services that are charged to the public. The fee schedule is approved by the Lee County Board of County Commissioners and is included in the County's External Fees and Charges Manual. These fees will 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.
13. Applicable Rules: Certified animal control officers will be utilized to provide stray animal control services in accordance with applicable State statutes and County ordinances.

14. Hours of Operation: Hours of operation are as follows:

Administrative Hours: Monday through Saturday, 8 AM to 4 PM
(Minimum of 40 hours per week)

Field Operations Hours: Private Citizen Response with Full Road Service
(Excluding County-approved Holidays):
Monday-Sunday: 8 AM to Midnight
*Emergency Service Calls: 24 Hours/7 Days/365 Days per Year
(defined in Section 17.)

After-hours: 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 animal control officer of emergencies.

15. Participation in County Programs: The Town agrees to participate in the County's Pet Licensing Program. Due to the pet overpopulation problem in Lee County, the restricted pet licensing program will 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 will be funded by revenues generated by the sale of pet licenses. The program(s) should be accessible to all areas served by the County's 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 the County's Domestic Animal Services.

16. Record Keeping and Quarterly Reports: The County will 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.

17. Calls for Service: Calls for service will be assessed and prioritized at the sole discretion and judgment of the County's Animal Control Officers.

Emergency Service Calls: The following calls for service (appearing in no specific order) will typically be considered "emergency" in nature and will be responded to within two (2) hours of receiving the dispatched call:

- a. Rescue of stray 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. Assistance to citizens where a bite or attack has occurred by a stray domestic cat, dog or ferret, and the animal remains at scene and a threat to citizens or their property
- e. Assistance where any dangerous dog has escaped and is posing an immediate threat to citizens or property.
- f. Assistance to law enforcement for emergencies including the pick-up and transport of an injured domestic cat, dog or ferret at the scene related to a law enforcement incident.

- g. Nuisance dog barking complaints will be handled by the appropriate law enforcement agency within the jurisdiction, with the exception of Mondays through Fridays between the hours of 8 AM to 4 PM.
- h. Patrol areas where a threatening or menacing animal has been reported.

Non-emergency Calls: All other calls of a non-emergency nature, and not referenced above, will be responded to within eight (8) hours of receiving the dispatched call during full field operations hours. Non-emergency calls may include, but are not limited to, matters such as investigation of State statute and County ordinance violations relating to animals.

- 18. Disposition of Unclaimed Stray and Surrendered Animals: The disposition of unclaimed stray and surrendered animals will be in accordance with State statute and County ordinance.
- 19. Notice of Ordinance/Regulation Changes: The County will provide the Town with a minimum of thirty (30) days notification of any proposed ordinance or policy changes.
- 20. Utility Service Fees: All utilities for County facilities will be paid by the County. Facility utilities include cost or fees for electricity, water, sewer, solid waste disposal and telephone service.
- 21. Quarterly Reports: Statistical and financial reports will be prepared by the County and provided to the Town on a quarterly basis. 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.
- 22. Dispatch Services: 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 the County's two-way 800 MHZ radio system as afforded to the other municipalities and the Lee County Sheriff. During nights, weekends and holidays, animal control officers will be operating on the Lee County Sheriff's Office radio frequency for safety monitoring. The Town may access services by contacting Lee County Sheriff's Office Dispatch at (239) 477-1202 or by calling Lee County Domestic Animal Services at (239) 533-7387 (Option #2).
- 23. Rabies: The County 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.
- 24. Adoption, Sterilization, Microchips and Vaccinations: An adoption program will be maintained as part of the administrative and kennel functions of Domestic Animal Services.
- 25. Sterilization and Micro-chipping Requirements: All cats and dogs adopted shall be required to be sterilized and permanently identified through an implanted microchip.
- 26. Vaccination and Licensing: Appropriate vaccinations and licensing will be required based on species, age and other relevant factors.
- 27. County Facility Provided Services: The following services will be provided for all animals brought into the County's 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. Preventative treatment for intestinal parasites; heartworm, feline leukemia and aids tests, and vaccinations.
 - g. Appropriate housing of animals.
 - h. Complete inventory of animals in the shelter.
 - i. All animals brought into the facility will be fed and watered in a manner diet-appropriate to their breed, species and physical condition.
 - j. Proper cleaning on a daily basis of all areas where animals are housed and treated.
28. Additional Program Availability: The County will provide the following services as part of this 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
 - n. An education program will be available to promote responsible pet ownership
 - o. Disclosure of information related to applicable State Statutes and local ordinances.
 - p. Disclosure of information emphasizing the importance of spay/neuter to prevent pet overpopulation.
29. Limitation on the County's Liability: The County will only be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the County while acting within the scope or the official's or employee's office or employment under circumstances under which a private person would be held liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28 Florida Statutes, as it may be amended or revised from time to time.
30. Entire Agreement: This Agreement sets for the all agreements, terms, conditions and understandings between the Town and the County, and there are no other agreements, customs, usages, terms, conditions or understandings, either oral or written, express or implied, other than as set forth herein. Additionally, all negotiations or acts made prior to the execution hereof are deemed to be merged, integrated and superseded by this Agreement.
31. Amendment of this Agreement: Notwithstanding any of the provisions contained herein, this Agreement may be amended by mutual agreement of the Town and the County, and any such amendment must be in writing to be effective.

32. Severability: Should any provision contained within this Agreement be determined by a court of competent jurisdiction to be unenforceable, such a determination will not affect the validity or enforceability of any other section or part herein.

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.

ATTEST:

CITY OF TOWN OF FORT MYERS

By: _____
Town Clerk

By: _____
Town Manager

Date: _____

Date: _____

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



2012-2013 INTERLOCAL AGREEMENT FOR STRAY ANIMAL CONTROL SERVICES

This 2012-2013 Inter-local Agreement for Stray Animal Control Services ("*Agreement*") is made and entered into this _____ day of _____, 2012, by and between LEE COUNTY, a political subdivision of the State of Florida ("*County*") and the TOWN OF FORT MYERS BEACH, a municipal corporation of the State of Florida ("*Town*").

WHEREAS, pursuant to Section 163.01, Florida Statutes, the County 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 utilizing the County's Domestic Animal Services in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions set forth herein, the Town and the County, both intending to be legally bound, hereby agree to the following terms and conditions:

1. Initial Term of the Agreement: The initial term of this Agreement is from October 1, 2012 through September 30, 2013.
2. Extension/Renewal: This Agreement may be extended/renewed for successive one year periods. The Town must provide a written request to the County to extend/renew this Agreement at least 45 days prior to the end of the Term of the Agreement. The County will review the request and, prior to the end date of the Term of the Agreement, provide the Town with a written response indicating whether the request to extend the Agreement is approved. As a condition of the County's extension/renewal the amount of Compensation to be paid to the County may be increased or decreased. The Town has the right to accept or reject such an adjustment in the amount of Compensation.
3. Compensation to County: The annual fees of \$79,144 are based upon the County's year-end analysis of actual expenses to provide stray animal housing, disposal and enforcement costs to the Town. An accounting of services provided by the County may be made annually and/or by special request of the Town. Such an accounting will include a summary of budgeted versus actual revenues and expenses. Should pet licensing (spay/neuter) revenues exceed expenditures by excessive amounts both parties agree to renegotiate the contract.
4. Regulations to be Utilized: The Town currently has adopted the County's regulations.
5. Additional Cost: *The County and Town will work cooperatively to ensure the Town has the ability to adopt the provisions of the County's Domestic Animal Services Ordinance within forty-five (45) days of the adoption of any changes to the County's Ordinance. Failure of the Town to adopt will result in an additional charge representing 10% of the annual fee which will prorated for the period of time that exceeded the forty-five (45) day period.*

6. Quarterly Invoicing: The County will invoice the Town on a quarterly basis for services provided, and the Town will make payment in accordance with the following:

Quarter	Period Covered	Invoice Date	Payment Due Date
1st	Ending December 31, 2012	January 2, 2013	February 15, 2013
2 nd	Ending March 31, 2013	April 2, 2013	May 15, 2013
3rd	Ending June 30, 2013	July 2, 2013	August 15, 2013
4 th	Ending September 30, 2013	October 2, 2013	November 15, 2013

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

7. Termination: Either party may terminate this Agreement by providing sixty (60) days written notice to the other part of their intention to terminate this Agreement by providing such notice to the address set out below.
8. Written Notice and Correspondence: Written notice of termination, extension, amendment or other correspondence must be provided via regular mail, postage prepaid, as follows:

To the Town:

Michelle Mayher, Town Clerk
Town of Fort Myers Beach
2523 Estero Boulevard
Fort Myers Beach, FL 33931

To the County:

Donna Ward, Director
Lee County Domestic Animal Services
P.O. Box 398
Fort Myers, FL 33902

9. Effective Date: This Agreement will become effective on the date written above, and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court, Town Clerk and Lee County.
10. Operational Policies and Rules: 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.
11. Certain Types of Animals Excluded: Agricultural (domestic livestock and fowl), exotics and any other wildlife are specifically excluded from the jurisdiction of the County's Domestic Animal Services and are not covered under the terms of this Agreement. Inquiries or service calls for these types of animal should be referred to other proper authorities.
12. Establishment of Fees: The County's has established and will maintain a schedule for both fees and fines for all services that are charged to the public. The fee schedule is approved by the Lee County Board of County Commissioners and is included in the County's External Fees and Charges Manual. These fees will 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.
13. Applicable Rules: Certified animal control officers will be utilized to provide stray animal control services in accordance with applicable State statutes and County ordinances.

14. Hours of Operation: Hours of operation are as follows:

Administrative Hours: Monday through Saturday, 8 AM to 4 PM
(Minimum of 40 hours per week)

Field Operations Hours: Private Citizen Response with Full Road Service
(Excluding County-approved Holidays):
Monday-Sunday: 8 AM to Midnight
*Emergency Service Calls: 24 Hours/7 Days/365 Days per Year
(defined in Section 17.)

After-hours: 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 animal control officer of emergencies.

15. Participation in County Programs: The Town agrees to participate in the County's Pet Licensing Program. Due to the pet overpopulation problem in Lee County, the restricted pet licensing program will 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 will be funded by revenues generated by the sale of pet licenses. The program(s) should be accessible to all areas served by the County's 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 the County's Domestic Animal Services.

16. Record Keeping and Quarterly Reports: The County will 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.

17. Calls for Service: Calls for service will be assessed and prioritized at the sole discretion and judgment of the County's Animal Control Officers.

Emergency Service Calls: The following calls for service (appearing in no specific order) will typically be considered "emergency" in nature and will be responded to within two (2) hours of receiving the dispatched call:

- a. Rescue of stray 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. Assistance to citizens where a bite or attack has occurred by a stray domestic cat, dog or ferret, and the animal remains at scene and a threat to citizens or their property
- e. Assistance where any dangerous dog has escaped and is posing an immediate threat to citizens or property.
- f. Assistance to law enforcement for emergencies including the pick-up and transport of an injured domestic cat, dog or ferret at the scene related to a law enforcement incident.

- g. Nuisance dog barking complaints will be handled by the appropriate law enforcement agency within the jurisdiction, with the exception of Mondays through Fridays between the hours of 8 AM to 4 PM.
- h. Patrol areas where a threatening or menacing animal has been reported.

Non-emergency Calls: All other calls of a non-emergency nature, and not referenced above, will be responded to within eight (8) hours of receiving the dispatched call during full field operations hours. Non-emergency calls may include, but are not limited to, matters such as investigation of State statute and County ordinance violations relating to animals.

18. Disposition of Unclaimed Stray and Surrendered Animals: The disposition of unclaimed stray and surrendered animals will be in accordance with State statute and County ordinance.
19. Notice of Ordinance/Regulation Changes: The County will provide the Town with a minimum of thirty (30) days notification of any proposed ordinance or policy changes.
20. Utility Service Fees: All utilities for County facilities will be paid by the County. Facility utilities include cost or fees for electricity, water, sewer, solid waste disposal and telephone service.
21. Quarterly Reports: Statistical and financial reports will be prepared by the County and provided to the Town on a quarterly basis. 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.
22. Dispatch Services: 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 the County's two-way 800 MHZ radio system as afforded to the other municipalities and the Lee County Sheriff. During nights, weekends and holidays, animal control officers will be operating on the Lee County Sheriff's Office radio frequency for safety monitoring. The Town may access services by contacting Lee County Sheriff's Office Dispatch at (239) 477-1202 or by calling Lee County Domestic Animal Services at (239) 533-7387 (Option #2).
23. Rabies: The County 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.
24. Adoption, Sterilization, Microchips and Vaccinations: An adoption program will be maintained as part of the administrative and kennel functions of Domestic Animal Services.
25. Sterilization and Micro-chipping Requirements: All cats and dogs adopted shall be required to be sterilized and permanently identified through an implanted microchip.
26. Vaccination and Licensing: Appropriate vaccinations and licensing will be required based on species, age and other relevant factors.
27. County Facility Provided Services: The following services will be provided for all animals brought into the County's 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. Preventative treatment for intestinal parasites; heartworm, feline leukemia and aids tests, and vaccinations.
- g. Appropriate housing of animals.
- h. Complete inventory of animals in the shelter.
- i. All animals brought into the facility will be fed and watered in a manner diet-appropriate to their breed, species and physical condition.
- j. Proper cleaning on a daily basis of all areas where animals are housed and treated.

28. Additional Program Availability: The County will provide the following services as part of this 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
- n. An education program will be available to promote responsible pet ownership
- o. Disclosure of information related to applicable State Statutes and local ordinances.
- p. Disclosure of information emphasizing the importance of spay/neuter to prevent pet overpopulation.

29. Limitation on the County's Liability: The County will only be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the County while acting within the scope or the official's or employee's office or employment under circumstances under which a private person would be held liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28 Florida Statutes, as it may be amended or revised from time to time.

30. Entire Agreement: This Agreement sets for the all agreements, terms, conditions and understandings between the Town and the County, and there are no other agreements, customs, usages, terms, conditions or understandings, either oral or written, express or implied, other than as set forth herein. Additionally, all negotiations or acts made prior to the execution hereof are deemed to be merged, integrated and superseded by this Agreement.

31. Amendment of this Agreement: Notwithstanding any of the provisions contained herein, this Agreement may be amended by mutual agreement of the Town and the County, and any such amendment must be in writing to be effective.

32. Severability: Should any provision contained within this Agreement be determined by a court of competent jurisdiction to be unenforceable, such a determination will not affect the validity or enforceability of any other section or part herein.

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.

ATTEST:

CITY OF TOWN OF FORT MYERS

By: _____
Town Clerk

By: _____
Town Manager

Date: _____

Date: _____

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



LEE COUNTY DOMESTIC ANIMAL SERVICES
 5600 Banner Dr., Ft. Myers, FL 33912-4409 * (239) 533-7387 * www.lee-lostpets.com

INTERLOCAL AGREEMENTS

TOWN OF FT. MYERS BEACH

12-13	13-14	14-15	15-16	16-17	
79,144					Total
18,416					Housing
60,728					Enforcement

Based on 84 animals at \$219.24 per animal housed
 Based on 1,248 annual officer hours at \$48.66 – 77 activities

Officer Coverage: 24/7, 365 Days Per Year

M-F	8:00 AM to 4:30 PM	.25	10	
M-F	11:30 AM to 8 PM	.25	10	
S-S	8:00 AM to 4:30 PM	.25	4	
M-Sun	8 PM to 8 AM Standby	.25	0	
			24	Hrs/Week
			1,248	Hrs/Year

Cost Per Animal - \$219.24 (\$2,192,418 shelter operations divided by total number of animals of 10,000)
 Cost Per Officer Hour - \$ 48.66 (\$1,821,967 field operations) – 18 officers x 2,080 hours equals 37,440 total hours

LEE COUNTY DOMESTIC ANIMAL SERVICES
 5600 Banner Dr., Ft. Myers, FL 33912-4409 * (239) 533-7387 * www.lee-lostpets.com

INTERLOCAL AGREEMENTS
TOWN OF FT. MYERS BEACH

2007-2008	\$ 48,000	2008-2009	\$ 48,000	2009-2010	\$ 66,312	2010-2011	\$66,392	2011-2012	\$72,692	Total
					\$ 16,342		\$18,718		\$18,392	Housing
					\$ 49,970		\$47,674		\$54,300	Enforcement



LEE COUNTY DOMESTIC ANIMAL SERVICES

5600 Banner Dr., Ft. Myers, FL 33912-4409 * (239) 533-7387 * www.leelostpets.com

MISSION STATEMENT

Lee County Domestic Animal Services is a tax-funded government domestic stray animal control agency dedicated to:

- ✓ Ensuring public safety and health;
- ✓ Providing education on responsible pet ownership and compliance of local ordinances and State Statutes relating to animals;
- ✓ Reducing pet overpopulation through non-lethal humane methods;
- ✓ Strengthening the human-animal bond to reduce the number of animals surrendered to overcrowded shelters;
- ✓ Reuniting lost and missing pets with rightful owners; and
- ✓ Adoption of unwanted, abused and neglected animals into loving, permanent homes.

VISION STATEMENT

Ensuring a safe and compassionate community for people and pets.

PROGRAMS AND SERVICES

Each year Lee County Domestic Animal Services provides temporary refuge for over 9,000 stray, abandoned and unwanted animals. Our agency provides every attempt to reunite lost pets with their owners and also provides an adoption service for pets unclaimed by owners. Our agency also offers the following programs and services to ensure a safe and compassionate community:

LOW-COST/NO COST SPAY/NEUTER ASSISTANCE PROGRAM

Pet owners receiving public assistance (unemployment, WIC, food stamps, disability, etc.) are eligible for no-cost spay/neuter services. Please call (239) 533-9234 to schedule an appointment.

FOR PIT'S SAKE SPAY/NEUTER ASSISTANCE PROGRAM

LCDAS offers no-cost spay/neuter services for owners of pit bulls or pit bull mixes regardless of income. Please call (239) 533-9234 to schedule an appointment.

COMMUNITY PET PANTRY PROGRAM

Pet owners receiving public assistance (unemployment, WIC, food stamps, disability, etc.) are eligible for free pet food and supplies through this program. Please visit Lee County Domestic Animal Services at 5600 Banner Dr., Ft. Myers (just off Ben C. Pratt Six Mile Cypress next the Lee County Sheriff's Office) to receive assistance. Pet food and supplies are not derived from tax dollars but through the generosity of our community who donate pet food and supplies for animals in need. Harry Chapin Food Bank also provides free pet food and supplies as well as human food.

TRAP, NEUTER AND RETURN FERAL (WILD) CAT PROGRAM

No-cost spay/neuter services are available for outdoor community cat colonies to reduce overpopulation while also reducing euthanasia statistics in local shelters. Please call (239) 533-9234 to schedule an appointment or for additional information. This program is funded through the Lee County Pet Licensing restricted fund earmarked to reduce pet overpopulation and euthanasia in shelters.



LEE COUNTY DOMESTIC ANIMAL SERVICES
5600 Banner Dr., Ft. Myers, FL 33912 * (239) 533-9234 * spay@leegov.com

FREE SPAY/NEUTER SERVICES

For Pit Bulls, Pit Bull Mixes, Outdoor Stray Wild Cats, Domestic Cats
To schedule an appointment, email us at spay@leegov.com or call (239) 533-9234



LEE COUNTY DOMESTIC ANIMAL SERVICES
5600 Banner Dr., Ft. Myers, FL 33912 * (239) 533-9234 * spay@leegov.com

FREE SPAY/NEUTER SERVICES

For Pit Bulls, Pit Bull Mixes, Outdoor Stray Wild Cats, Domestic Cats
To schedule an appointment, email us at spay@leegov.com or call (239) 533-9234



LEE COUNTY DOMESTIC ANIMAL SERVICES
5600 Banner Dr., Ft. Myers, FL 33912 * (239) 533-9234 * spay@leegov.com

FREE SPAY/NEUTER SERVICES

For Pit Bulls, Pit Bull Mixes, Outdoor Stray Wild Cats, Domestic Cats
To schedule an appointment, email us at spay@leegov.com or call (239) 533-9234



LEE COUNTY DOMESTIC ANIMAL SERVICES
5600 Banner Dr., Ft. Myers, FL 33912 * (239) 533-9234 * spay@leegov.com

FREE SPAY/NEUTER SERVICES

For Pit Bulls, Pit Bull Mixes, Outdoor Stray Wild Cats, Domestic Cats
To schedule an appointment, email us at spay@leegov.com or call (239) 533-9234

Terry Stewart

From: Sheena Milliken <smillike@capecoral.net>
Sent: Wednesday, December 05, 2012 11:07 AM
To: Terry Stewart
Cc: John Szerlag; Victoria Bateman; Jay Murphy
Subject: RE: Animal Control Statistics

B

Terry,

I received your message. You are correct and there is an incomplete sentence and I have made the correction below in red.

Sheena Milliken
City of Cape Coral
Mgt/Budget Administrator
(239) 574-0489 fax (239) 574-0734

From: Sheena Milliken
Sent: Wednesday, December 05, 2012 9:37 AM
To: 'Terry Stewart'
Cc: John Szerlag; Victoria Bateman; Jay Murphy
Subject: Animal Control Statistics

Terry,

We have reviewed the statistical and financial data provided by the County. We utilized the data to estimate the potential interlocal costs for FY 2014. The table below summarizes our estimate. Please note this is only an estimate and will likely vary from the figures ultimately presented by LCDAS as there have been inconsistencies in the formula used by LCDAS which includes some rounding, utilization of calendar year rather than fiscal year performance data, etc.

Comparison between the FY 2013 allocation and estimated FY 2014.

ESTIMATED	Fort Myers				
	Bonita Springs	Cape Coral	Fort Myers	Beach	Interlocal Total
Housing Cost	\$ 65,566.23	\$ 468,439.95	\$ 367,273.32	\$ 21,001.68	\$ 922,281.18
Enforcement Cost	\$ 133,117.65	\$ 433,864.93	\$ 315,538.13	\$ 59,163.40	\$ 941,684.12
FY 2014 Interlocal	\$ 198,683.88	\$ 902,304.89	\$ 682,811.45	\$ 80,165.08	\$ 1,863,965.30
FY 2013 Allocation	\$ 179,609.00	\$ 861,016.00	\$ 665,457.00	\$ 79,144.00	\$ 1,785,226.00
\$ Change (FY14 from FY 13)	\$ 19,074.88	\$ 41,288.89	\$ 17,354.45	\$ 1,021.08	\$ 78,739.30
% Change (FY14 from FY 13)	10.62%	4.80%	2.61%	1.29%	4.41%

The increase for Bonita Springs is primarily attributable to an increase intake of animals.

Accounting data indicates that \$766,835 of program revenue was generated. As the program revenue is not factored into the formula for the interlocal allocations, 100% of this revenue is applied directly to the cost of providing service to the unincorporated areas. It would not be unreasonable for the municipalities to expect that these revenues be included in the formula to arrive at a net cost for service thereby saving the municipalities approximately \$345,000.

While housing costs are allocated on an actual animal intake, enforcement costs are based on the assignment of fte hours. The table below illustrates the difference between the assigned ftes and the distribution of actual enforcement activities between the municipalities and the unincorporated area. You will notice that 60% of the enforcement activity takes place in unincorporated areas while only 47% of the fte time is assigned to that area. The difference between

allocated 47% of fte time rather than 60% represents a difference of approximately \$236,000. This represents a savings to unincorporated and a cost to the municipalities.

Enforcement - Field Operation Activities

Source: LCDAC Quarterly Reports

Area/Quarter	Total	% of Total	Annual Allocation Documents	
			Assigned FTE Hours	% of FTE Hours
N/A	54	0.33%	0	0.00%
Bonita	655	4.06%	2,808	7.50%
Cape Coral	3,816	23.65%	9,152	24.44%
County	9,722	60.26%	17,576	46.94%
Fort Myers	1,802	11.17%	6,656	17.78%
Fort Myers Beach	84	0.52%	1,248	3.33%
Total	16,133	100.00%	37,440	100.00%

If the County were to modify the funding formula, the end result would be a more equitable distribution of costs. If you have any questions or need more information, please let me know.

Sheena Milliken

City of Cape Coral

Mgt/Budget Administrator

(239) 574-0489 fax (239) 574-0734



Town of Fort Myers Beach

MEMORANDUM

To: Mayor and Town Council

From: Terry Stewart, Town Manager

Date: July 27, 2012

Re: **Domestic Animal Services Cost Allocation**

As you are aware, the Town contracts Animal Control services from Lee County Domestic Animal Services. Other municipalities in Lee County do the same. The Town pays an annually determined amount for Animal Services to handle domestic animal issues.

The annual charge is based upon what the County describes as a "Full Cost Allocation" philosophy. That is to say that the County considers every element of cost related to the program and then divides the cost between each area based upon the percentage of usage incurred by each area. This is designed to insure that each service area fully pays for the share of services it actually uses and that the County is not unfairly paying for the cost of servicing any area outside of the County's required service area.

On the surface, this may seem fair and rational and as far as it extends to expenditures and/or costs, it is. If that is so, one may then ask, "What is the Problem?"

As with any enterprise, there are not only associated costs, but also associated revenues. It is in the area of revenues that we find the problem. While the County insists that each and every element of cost is proportionately allocated to the various service areas, it does not do likewise with revenues. Revenues for operation of Domestic Animal Services do not come only from County tax revenues, but comes from a variety of areas including grants and donations. When receiving funds from sources other than taxes, the County has chosen to apply those revenues only to the County side of the equation.

For example, the cost of the Spaying and Neutering program may benefit from a grant that covers the full cost of that program for all service areas County wide. The County does not proportionately allocate the revenue amongst the various

service areas to fairly offset the cost in those areas. Instead, the County uses those revenues to offset the cost of overall service in unincorporated areas. Even though, non-County tax revenues are there to cover the cost of that program within Domestic Animal Services, the County still charges the expenditure for that program to the municipalities. This is no different than a private company charging one customer for costs incurred in providing services to another one of its customers.

I respectfully request Fort Myers Beach Town Council to authorize me and the Town Attorney to do two things: First and foremost is that with your full and official backing, we be given the authority begin negotiations with Lee County Administration to resolve this situation. Secondly, that we be authorized to work together with other municipal users of Lee County Domestic Animal Services to rectify the situation.

In addition, I request that the Town Council send a letter to the Lee Board of County Commissioners to advise the Board of this situation and ask for the Board's support in the review and negotiation process.

Finally, you are asked to send a letter to each of the City Councils of other municipalities contracting Domestic Animal Services from Lee County to inform them of this situation, asking them to join us in the effort to resolve the matter.