

RESOLUTION NUMBER 20-31

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY FLORIDA, APPROVING AN INTERLOCAL AGREEMENT FOR STRAY ANIMAL CONTROL SERVICES WITH LEE COUNTY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, LEE COUNTY is a political subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof (the "County"), and is vested with authority under Chapter 125 of the Florida Statutes to provide necessary public services to ensure the public health, welfare and safety within its boundaries; and

WHEREAS, the Town of FORT MYERS BEACH, is a municipal corporation of the State of Florida, acting by and through its Town Council, the governing body thereof (the "Town"), and is vested with authority under Chapter 166 of the Florida Statutes to provide municipal services within its boundaries; and

WHEREAS, Chapter 163 of the Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, populations to meet the needs and the development and growth of all incorporated and unincorporated areas of the County; and

WHEREAS, the County and the Town have previously entered into an Interlocal Agreement for Stray Animal Control Services; and

WHEREAS, the Parties wish to enter into this Agreement for the continuation of Stray Animal Control Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

Section 1. The above recitals are true and correct and are hereby incorporated by reference as though fully set forth herein.

Section 2. The Town Council hereby approves the Agreement attached hereto as Exhibit "A", between Lee County and the Town for Stray Animal Control Services.

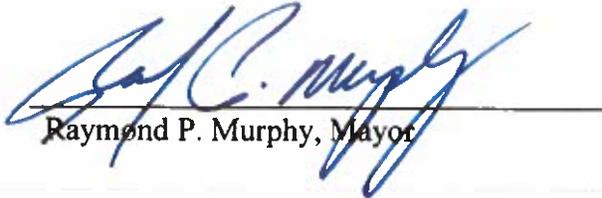
Section 3. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

THE FOREGOING RESOLUTION was adopted by the Town Council upon motion by Vice Mayor Hosafros and seconded by Council Member Veach and, upon being put to a vote, the result was as follows:

Raymond P. Murphy, Mayor	Aye
Rexann Hosafros, Vice Mayor	Aye
Dan Allers, Council Member	Aye
Jim Atterholt, Council Member	Aye
Bill Veach, Council Member	Aye

ADOPTED this 17th day of August, 2020 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH



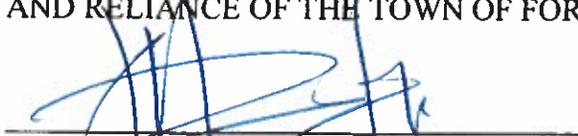
Raymond P. Murphy, Mayor

ATTEST:



Michelle D. Mayher, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH SOLELY:



John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ___ day of August 2020.



**2020-2021 INTERLOCAL AGREEMENT FOR
STRAY ANIMAL CONTROL SERVICES**

This 2020-2021 Inter-local Agreement for Stray Animal Control Services ("Agreement") is made and entered into this 17th day of August, 2020 by and between LEE COUNTY, Florida, 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, 2020 through September 30, 2021.
2. **Extension/Renewal:** This Agreement may be extended/renewed for successive one year periods. 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 fee of \$14,211.00 is based upon the County's net expenses for the most recent year where a full year's actual expenses are available (Fiscal Year 2018-2019). The Town also agrees to compensate the County for Capital Improvement Projects based upon the percentage of annual total number of stray animals allocated by jurisdiction.
4. **Regulations Utilized:** The Town agrees to utilize the County's Animal Control Ordinance, section numbering and external fee manual for citations of violations.
5. **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:

<u>Quarter</u>	<u>Period Covered</u>	<u>Invoice Date</u>	<u>Payment Due Date</u>
1 st	Ending December 31, 2020	January 2, 2021	February 15, 2021
2 nd	Ending March 31, 2021	April 2, 2021	May 15, 2021
3 rd	Ending June 30, 2021	July 2, 2021	August 15, 2021
4 th	Ending September 30, 2021	October 2, 2021	November 15, 2021

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

6. **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.
7. **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 Blvd.
Fort Myers Beach, FL 33902

To the County:
Sandra Tapfumaneyi, Director
Lee County Domestic Animal Services
P.O. Box 398
Fort Myers, FL 33902

8. **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.
9. **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.
10. **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. Also excluded from this Agreement is the transport of deceased animals from Town property or private residences. The County will accept deceased domestic animals for proper disposal at Animal Services from the Town authorized employees during open business hours of Monday-Saturday, 8 AM to 4 PM excluding County approved holidays.
11. **Establishment of Fees:** The County 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.
12. **Applicable Rules:** Certified animal control officers will be utilized to provide stray animal control services in accordance with applicable State statutes and County ordinances.
13. **Hours of Operation:** Hours of operation are as follows:
 - A. Administrative Hours: Monday through Saturday, 8 a.m to 4 p.m.
 - B. Field Operations Hours:
Full Field Service (7 days a week): 8 a.m. to 8 p.m.

Limited/Emergency Field Service (7 days a week)*: 8 p.m. to 11:30 p.m.

Impoundment of confined injured animals,
animals associated with an arrest/detainment
of an owner, or a death investigation: 24 hours a day

*Limited/Emergency Field Services only as defined in Section 16 during County approved holidays

C. After-Hours Contracted Services:

An answering service will be available for receiving requests for service after 11:30pm through 8:00am on the next day. The answering service will have the ability to notify an on-call animal control officer of emergency calls for service.

14. 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 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.
15. Record Keeping: 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.
16. Calls for Service: Calls for service will be assessed and prioritized at the sole discretion and judgment of the County's Animal Control Officers.

Limited/Emergency Service Calls: The following calls for service (appearing in no specific order) are classified as "limited/emergency" in nature and will take precedence over non-emergency calls for service.

- 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 living 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 is 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. Patrol areas where a threatening or menacing animal has been reported and still at large in the area.
- h. Nuisance dog barking complaints will be referred to the appropriate law enforcement agency within the jurisdiction.

Non-emergency Calls: All other calls of a non-emergency nature, and not referenced above, will be responded to as quickly as possible dependent upon available manpower and emergency calls taking

precedence. Non-emergency calls may include, but are not limited to, matters such as investigation of State Statute and County ordinance violations relating to animals.

17. 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.
18. 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 approved by the Lee County Board of County Commissioners.
19. Utility Service Fees: All utilities for County facilities will be paid by the County by Lee County Domestic Animal Services operating budget. Facility utilities include cost or fees for electricity, water, sewer, solid waste disposal and telephone service.
20. Statistical Report: Upon request, the County shall provide a yearly statistical report on calls for service and impoundments for fiscal year 2018-2019, which are the basis for the determination of fees charged. The Town may request custom reports, other than the report referenced above, and the County may assess a fee to cover County staff costs to produce such custom reports.
21. 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).
22. 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.
23. Adoption, Sterilization, Microchips and Vaccinations: An adoption program will be maintained as part of the administrative and kennel functions of Domestic Animal Services.
24. Sterilization and Micro-chipping Requirements: All cats and dogs adopted shall be required to be sterilized and permanently identified through an implanted microchip.
25. Vaccination and Licensing: Appropriate vaccinations and licensing will be required based on species, age and other relevant factors.
26. 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 [and treat] for parasites and groom or clean if needed.
- f. Preventative treatment for intestinal parasites; heartworm, feline leukemia and AIDS testing, 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 for their breed, species and physical condition.
- j. Proper cleaning on a daily basis of all areas where animals are housed and treated.

27. **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. Necropsy of Deceased Animals for Law Enforcement Agency Investigations When Requested
- f. Community Pet Pantry Program (providing veterinary care and pet food supplies for financially disadvantaged pet owners)
- g. Housing and Disposal of Stray Animals
- h. Pet Behavior Hotline
- i. Foster Program
- j. Return to Owner and Lost & Found Services
- k. Pet Placement Partnership Referral Services
- l. Animal Care Trust Fund for Treatment of Sick and Injured Animals
- m. Humane Euthanasia of Stray Sick, Injured or Aggressive Animals
- n. Rabies Quarantine of Stray Animals that have Bitten or Scratched a Human
- o. Educational Program to Promote Responsible Pet Ownership
- p. Disclosure of Information Related to Applicable State Statutes and Local Ordinances
- q. Disclosure of Information Emphasizing the importance of Spay/Neuter to Prevent Pet Overpopulation

Please note that these programs may be adjusted and/or eliminated as needed at the discretion of the County.

28. **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.

29. **Entire Agreement:** This Agreement sets forth 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, 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.

- 30. **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.
- 31. **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:

By: *[Signature]*
Town Clerk
Date: August 20, 2020

TOWN OF FORT MYERS BEACH

By: *[Signature]*
Town Manager
Date: August 17, 2020

APPROVED AS TO LEGAL FORM:

By: *[Signature]*
Town Attorney
Date: 8/20/20

ATTEST:

LINDA DOGGETT, CLERK

By: *[Signature]*
Deputy Clerk
Date: 12/22/2020

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: *[Signature]*
Chairman
Date: December 18, 2020



APPROVED AS TO LEGAL FORM FOR
THE RELIANCE OF LEE COUNTY ONLY:

By: *[Signature]*
Lee County Attorney's Office