



AGENDA SUBMITTAL TO SOLANO COUNTY BOARD OF SUPERVISORS

ITEM TITLE Approve a first amendment to the Memorandum of Understanding on Provision of Animal Care Services between Solano County and the Cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville and Vallejo to extend the term of the agreement by one year, to a new expiration date of June 30, 2014; and Authorize the County Administrator to sign the amendment		BOARD MEETING DATE June 14, 2011	AGENDA NUMBER 7
Dept: Contact: Extension:	County Administrator George Untal, Sr Mgt Analyst 784-6111	Supervisorial District Number All	
	Published Notice Required?	Yes _____	No <u> X </u>
	Public Hearing Required?	Yes _____	No <u> X </u>

DEPARTMENTAL RECOMMENDATION

The County Administrator recommends that the Board of Supervisors:

1. Approve a first amendment to the Memorandum of Understanding (MOU) on Provision of Animal Care Services between Solano County and the Cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville and Vallejo to extend the term of the agreement by one year, to a new expiration date of June 30, 2014; and
2. Authorize the County Administrator to sign the amendment.

SUMMARY:

Representatives from the seven Solano County cities have formally submitted to Solano County a letter dated June 1, 2011 (Attachment A) to request a one-year extension to the MOU, which is set to expire on June 30, 2013. The amendment extends the initial term of the agreement to June 30, 2014.

The cities are seeking the one year extension to the MOU for the following reasons:

- To give all parties an additional one-year period to consider whether to stay in or withdraw from the MOU at the end of the initial term of the agreement. The MOU requires that a written notice of intent to withdraw be provided by a party to all other parties, no later than two years prior to the expiration date of the initial term; otherwise, the MOU automatically renews for an additional five year period. The one-year extension will also defer the date for providing the required notice of intent to withdraw to June 30, 2012.
- To allow the parties to develop a long range plan for the Animal Shelter, including:

- Determination of types and level of services to be provided by the Animal Shelter Facility
 - Review of the Countywide administrative charges and the methodology for calculating these charges
 - Agreement on the scale and costs of a replacement Animal Care Services Facility
- Provide the cities with a full 36 month period to amortize the estimated cost of \$270,000 for the roof replacement of the Animal Shelter building.
 - To enable the Sheriff to be involved in the discussions with the cities and in the decisions regarding animal control as part of the transition of the program from General Services to the Sheriff's Office on July 1, 2011.

FINANCING

The cities continue to pay their share of costs under the MOU for the operations of Animal Care Services.

The County and the seven cities have agreed in principle to share the capital renewal costs of \$270,000 for the Animal Shelter roof replacement. The funding will be provided by a loan from the Accumulated Capital Outlay Fund, which will be amortized over the three remaining years of the MOU (including the one year extension). The annual amortization costs will be included in the invoices to the cities for their share of costs.

DISCUSSION

The MOU on the Provision of Animal Care Services was entered into by the seven Solano County cities and the County on March 1, 2006 for an initial 5-year, 3-month term expiring on June 30, 2013. In the MOU, the County agrees to provide certain animal shelter services to the cities at the County owned animal shelter facility located at 2510 Claybank Road, Fairfield, in exchange for each city's proportional share of the costs of maintaining and operating the County's animal shelter facility. Specifically, the MOU includes the following:

- Facility. The County shall furnish animal shelter services at the Claybank Facility. During the 2006–2007 fiscal year, the Parties shall meet to discuss replacing the Claybank Facility, substantially refurbishing the Claybank Facility, or supplementing the Claybank Facility through construction of an additional animal shelter facility.
- Care of Shelter and Animals. The county shall maintain the Claybank Facility in a humane manner and provide the animals with necessary and prompt veterinary care, nutrition, and shelter In accordance with the laws of the State of California throughout the term of the MOU. The County shall give the prescribed notices and humane methods of care and euthanasia for any animal at the Claybank Facility.

In order to provide the parties with the information necessary to meet and discuss the three options for addressing the physical needs of the Claybank Facility, the County engaged the services of DLR Group Inc. of California to conduct a study and develop a Master Plan, working with a stakeholder group and animal care advisory committee. The consultant prepared a Master Plan draft intended to be utilized for guiding the use, function, and development of potential properties and buildings within Solano County for a County facility to meet the current and future

needs of Animal Care Services. The consultant prepared a functional evaluation of the current facility, concepts for a replacement and expansion, and cost estimates in June 2009.

The consultant, in looking at the Solano County Animal Care facility, concluded that the facility was at the end of its useful life based on age and construction design, and recommends a new facility be considered on a new site, with a cost estimate of \$27.6 to \$33.8 million. This cost estimate was deemed to be too high and not affordable in FY2009/10 by the City/County project team and the City managers. Subsequently in FY2010/11, a work group has been created to discuss the operational and facility alternatives and needs in preparation of the June 30, 2011 MOU "opt out" date. However, no final decisions have been made, and given the decision to transfer the responsibility for animal care services and the facility from General Services to the Sheriff's Office, it is recommended and reasonable to allow an additional year to assess the operation and develop a major maintenance and capital renewal plan that is feasible.

In addition to concerns regarding facility costs, short term as well as long term, the cities are also seeking to keep net operating costs at the lowest possible level. City staffs have been working with County staff to look at the Countywide administrative overhead costs included in the cities' share of costs to validate methodology and reasonableness of underlying charges. It is anticipated that this review will be completed in early FY2011/12. City/County staffs are continuing their review of animal care services to develop a list of revenue-enhancing and cost-mitigating solutions, which could potentially reduce the cities' share of costs.

The cities and the County are in agreement to fund in the operating budget for three years the cost to remediate and re-roof the Animal Shelter building due damage caused by long term rain infiltration. The existing roof is deteriorating, causing roof leaks, mold growth and the ceiling to collapse. At an estimated cost of \$270,000, the scope of work includes:

- hazardous material survey of roof material
- mold abatement and decking replacement, as required
- roof and roof accessories replacement

Given the urgency to have the work completed before the onset of the rainy season, the cities have agreed to proceed with the project under a three-year financing plan that would be covered in the amended MOU.

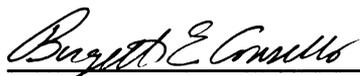
ALTERNATIVES

The Board can choose not to approve the amendment to extend the MOU; this is not recommended because it may result in one or more parties to opt out of the MOU. It is in the best interest of all parties to keep all members in the MOU to continue to collaborate together on the provision of animal care in Solano County since this is the most efficient and effective method of delivering these services.

OTHER AGENCY INVOLVEMENT

The Sheriff is aware and supports the proposed amendment to extend the MOU by one year. County Counsel has reviewed the existing MOU and prepared the proposed amendment.

DEPARTMENT HEAD SIGNATURE



Birgitta E. Corsello
Birgitta E. Corsello, County Administrator

Attachments

Attachment A: Letter from the Cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville and Vallejo dated June 1, 2011

Attachment B: First Amendment to the MOU on the Provision of Animal Care Services

Attachment C: MOU on the Provision of Animal Care Services