



TOWN OF FAIRFAX

STAFF REPORT

February 4, 2015

TO: Mayor and Town Council

FROM: Garrett Toy, Town Manager *GT*

SUBJECT: Adopt a resolution affirming the County of Marin's delegation of management of the Marin County Animal Control Services program to the Marin General Services Authority

RECOMMENDATION

Adopt resolution affirming the County of Marin's delegation of management of the Marin County Animal Control Services program to the Marin General Services Authority (MGSA).

DISCUSSION

Marin County and all of Marin's cities and towns provide animal control services through a joint powers agency (JPA). Marin County contracts with the Marin Humane Society to provide animal control services on behalf of the JPA. Recently, the County Board of Supervisors and MGSA approved the delegation of the overall management of the Marin County Animal Services program to the MGSA. County staff had been working with the Executive Director of MGSA and city and town managers for several months regarding the proposal.

MGSA will take on budget preparation; cost share allocations for member cities and towns; coordinating inquiries, whether from the public or from member cities and towns; coordinating JPA communications; and leading contract negotiations with the County and city/town representatives. The County will retain certain other administrative responsibilities, including accounts payable/accounts receivable, invoicing to member cities and towns, Marin Humane Society billing and payments, Central Collections, and coordinating with Animal Services JPA members regarding uniform animal services ordinances and citation authority.

Given the MGSA's charter to efficiently and transparently administer various local government functions for the mutual advantage of its members – including Street Light Maintenance, funding of the Abandoned Vehicle Abatement Program by local police, Taxicab Regulation, MarinMap and Marin Climate and Energy Partnership – the addition of Animal Services would appear to be logical. The County, MGSA, and the Humane Society have requested that member cities and towns adopt resolutions affirming the new relationship.

The Marin General Services Authority is a joint powers agreement between the County of Marin, eleven municipalities within Marin County and two community service districts. MGSA's first task upon adoption will be to begin negotiations with the Marin Humane Society for a new 3-year contract as Animal Services provider, as the current contract expires June 30, 2015. These negotiations, as in years past, will include a delegate from the County Administrator's Office as well as a subcommittee of the Marin Managers Association to represent Animal Services JPA member towns and cities.

FISCAL IMPACT

There is no increase in cost to the Animal Services program under this arrangement.

ATTACHMENT

Resolution

AGENDA ITEM # 1

RESOLUTION 15-__

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX
APPROVING THE DELEGATION OF THE OVERALL MANAGEMENT OF THE ANIMAL SERVICES
PROGRAM TO THE MARIN GENERAL SERVICES AUTHORITY (MGSA)**

WHEREAS, since 1979 the Town of Fairfax has been a party to a cooperative Animal Services Joint Powers Agreement with the County of Marin and the other cities and towns in the County through which the County has contracted with the Marin Humane Society to provide animal control services to the cities, towns and unincorporated areas of the County, with services funded by fees for animal control services and programs and direct payments from the towns, cities and the County; and

WHEREAS, this Town of Fairfax is also a member of the Marin General Services Authority with the County of Marin and the other cities and towns in the County; and

WHEREAS, the Marin General Services Authority (MGSA) was established to efficiently and transparently administer various local government functions for the mutual advantage of its members; and

WHEREAS, the County and Animal Services Joint Powers Agreement member cities and towns agree to delegate administration of the Animal Services program from the County to the MGSA as an additional program under its management given the MGSA's charter and experience effectively managing other shared programs of a countywide nature; and

WHEREAS, the County of Marin and the Marin General Services Authority entered into a separate Memorandum of Understanding effective January 8, 2015 clarifying the responsibilities of the MGSA with respect to management of the Animal Services Program; and

WHEREAS, the Marin County Board of Supervisors on January 13, 2015 affirmed and authorized this Memorandum of Understanding with the Marin General Services Authority regarding delegation of administration of the Animal Services program to the MGSA; and

WHEREAS, the overall costs of the Animal Services Program to all member cities and towns will not change as a result of the MOU and MGSA's new management of the program;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Fairfax hereby affirms and agrees to the Marin General Services Authority's assumption of the overall management of the Animal Services Program, as set forth in Exhibit "A" – "Memorandum of Understanding", attached hereto and incorporated herein by reference; and

FURTHER, BE IT RESOLVED that this Memorandum of Understanding authorized herein does not affect the relationship between the County of Marin and the cities or towns with respect to the Animal Control Program.

The foregoing resolution was duly passed and adopted at a regular meeting of the Town Council of the Town of Fairfax held in said Town on the 4th day of February, 2015, by the following vote:

AYES:
NOES:
ABSENT:

BARBARA COLER, Mayor

Attest: _____
Michele Gardner, Town Clerk

EXHIBIT A

Memorandum of Understanding between the Marin General Services Authority and County of Marin Delegating Administration of the Marin Animal Services Program

This Memorandum of Understanding (MOU) is made and entered into the 8th day of January, 2015 between the Marin General Services Authority (Authority) and the County of Marin (County).

WHEREAS, since 1979 the County is party to a cooperative Animal Services Joint Powers Agreement with the other cities and towns in the County through which this County provides animal control services to the cities, towns and unincorporated areas of the County via contract with the Marin Humane Society, with services funded by fees for animal control services and programs and direct payments from the towns, cities and the County; and

WHEREAS, the Marin General Services Authority (MGSA) was established to efficiently and transparently administer various local government functions for the mutual advantage of its members; and

WHEREAS, the County and Animal Services Joint Powers Agreement member cities and towns agree to delegate administration of the Animal Services program to the MGSA as an additional program under its management; and

WHEREAS, this MOU will clarify the responsibilities of the MGSA with respect to management of the Animal Services Program.

NOW, THEREFORE, BE IT RESOLVED that the County and the Authority agree as follows effective January 8th, 2015 with respect to the delegation of Animal Services to the MGSA:

Overview of Activities

County, due to its economy of scale, will continue to perform certain financial related responsibilities, including:

- Accounts Payable/Accounts Receivable functions on a monthly basis, including invoicing to member cities and towns; Marin Humane Society billing and payments; and Central Collections; and
- Injured Animal Invoicing for the Injured Animal Program; and
- Continuing the relationship with member towns and cities relative to the agreement between them and in the consideration and adoption of any ordinance amendments.

Authority will assume overall management of Animal Services Program as outlined in the attached Scope of Work (Exhibit 1), including:

- Budget preparation; and
- Cost share allocations for member cities and towns; and
- Coordinating inquiries, whether from the public or from member cities and towns; and
- Coordinating JPA communications; and
- Leading contract negotiations.

Cost of Services and Payment Terms

County will pay Authority one-half of its administrative recovery per its contract with the Marin Humane Society for Authority's management of the Animal Services program, calculated on the basis of one-quarter of the full cost of a County Administrative Analyst III position. For the term of this agreement, one-half of \$40,000 will be remitted to Authority each fiscal year upon receipt of an invoice. For the period January through June, 2015, \$10,000 will be remitted for services performed upon receipt of an invoice.

Duration and Termination

The agreement will commence upon execution and will remain in effect until the 30th day of June, 2018.

This agreement may terminate upon sixty (60) notice of either party. If terminated prior to expiration of this MOU, County will pay Authority a pro-rata share of the fiscal year in which the early termination occurs.

Notices

Notices shall be given to Authority at the following address:

Executive Officer
Marin General Services Authority
555 Northgate Drive
San Rafael, CA 94903

Notices shall be given to County at the following address:

County Administrator,
County of Marin
3501 Civic Center Drive, Rm 325
San Rafael, CA 94903

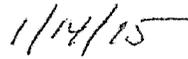
San Rafael, CA 94903

Accepted by:

Marin General Service Authority:



Paul Berlant, Executive Officer



Date

County of Marin:



Katie Rice, President, Board of Supervisors



Date

Exhibit 1

- Budget will be prepared based on contract agreement with the Marin Humane Society.
- Animal Control Services costs for upcoming fiscal year — Request list from Humane Society regarding Service Calls for each jurisdiction, and update for most current California Dept. of Finance population data for each city and town in April.
- Respond to animal control policy issues, calls from cities or public inquiries/complaints.
- Prepare periodic communication with City/Town Managers advising them of current issues/status, or changes involving Animal Control; and Budget update information.
- Negotiate Marin Humane Society contract renewal with assistance from participating JPA member jurisdictions between January and June, 2015 to include multiple meetings with cities, towns and MHS depending on contract issues/costs.
- Prepare Board reports, work with County Counsel relative to any changes in the Animal Control Ordinance and with cities/towns to ensure adoption by reference as needed to update language or legal provisions.