

LOCAL
AGENCY
FORMATION
COMMISSION OF
YOLO COUNTY



To: Olin Woods, Chair, and Members of the
Yolo Local Agency Formation Commission

From: Christine Crawford, Executive Officer 

Date: February 28, 2013

Subject: Authorize the Chair to Execute an Agreement not to Exceed \$4,000 with UC Davis on Behalf of its School of Veterinary Medicine's Koret Shelter Medicine Program to Provide Design/Organizational Consultation for Yolo County Animal Services (YCAS) and Authorize Staff to Process Internal Billings to YCAS not to Exceed \$12,000 to Reimburse YCAS for the Cost to Hire Contract Veterinarians to Replace the Existing Veterinary Staff That Will Be Redirected 8-10 Hours Per Week to Work on Koret Shelter Medicine Consultation Services.

Recommended Action

1. Authorize the Chair to execute an agreement not to exceed \$4,000 with UC Davis on behalf of its School of Veterinary Medicine's Koret Shelter Medicine Program to provide design/organizational consultation for Yolo County Animal Services.
2. Authorize staff to process internal billings to Yolo County Animal Services not to exceed \$12,000 to reimburse them for the cost to hire contract veterinarians to replace the existing veterinary staff that will be redirected 8-10 hours per week to work on the Koret Shelter Medicine consultation services.

Fiscal Impact

The fiscal year 2012/13 budget appropriated \$110,000 total for Professional and Specialized Services (Account 862429), of which \$50,000 was intended for LAFCo related services and \$60,000 was intended for Shared Services contracts (within a separate shared services cost center under this account). The \$60,000 allocation was originally intended for the LAFCo contract with West Sacramento for a half time budget analyst which was put on hold last September and LAFCo has instead recently retained a graduate student intern for these budget analyst needs at a reduced cost. There is \$54,768 currently remaining for

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shared services and therefore staff recommends there is sufficient budget remaining to pay for the not to exceed amount of \$16,000 professional services work with the Koret Shelter Medicine Program (KSMP). A competitive selection process is not required when the contract is with a federal, state, or local government entity and a formal proposal process is not required for contracts under \$50,000. It also could be argued that there is but a single source from which this level of expertise in professional services could be acquired.

The \$16,000 total amount will fund consulting services from Dr. Kate Hurley (which will cost \$4,000 for her time) and Dr. Cynthia Delany (which will cost \$12,000 for her time). The reason the total contract amount not to exceed \$16,000 is being separated is because the County already has an existing contract for Dr. Delany's services full time. Since this new LAFCo agreement would redirect 8-10 hours per week of her time for these consultation services, the simplest way to handle it administratively would be if LAFCo reimbursed the animal services budget for those hours. YCAS will need to contract for outside veterinary resources to cover these 8-10 hours per week Dr. Delany would be working on this assignment. The internal billings to transfer budget from LAFCo to YCAS would compensate YCAS for the cost of these outside resources and the remainder of the consultation fees for Dr. Hurley's time would be paid to UCD directly via this agreement.

Background

The August 2012 YCAS Study conducted by Sue Marks Gibbs and Tammie Murrell was intended to test the concept that Yolo County could provide animal services in a more cost effective manner. The intent was to conduct general analysis comparing Yolo County's current model of providing animal control services under supervision of the Sheriff's Department to alternative models to determine if these alternative models could either reduce costs and/or improve service and should be considered further.

The results of the study indicated that an alternative model could save agencies money and its recommendations were presented to the Board of Supervisors and each city council that suggested a joint powers authority (JPA) model. During this series of presentations, staff heard from each board/council that there is a willingness to more fully evaluate a JPA model with the clearly stated priority of preparing a detailed review of cost and savings potential.

This brings us to the purpose of this next level of study - to provide an in-depth analysis of programs and staffing levels appropriate for Yolo County by experts in the sheltering field. We are fortunate to have an established relationship with renown experts with hands on experience in the Yolo County Animal Shelter. This will allow us to complete the next phase of work quickly and affordably and will include detailed recommendations so that an actual budget proposal can be developed for consideration.

Analysis

The UC Davis KSMP is a privately funded program to advance shelter medicine through research, training, education and performance of veterinary services. It provides shelter

health evaluations, facility design and diagnostic services around the nation and it is already providing veterinary and management services at our current shelter operation. The KSMP is uniquely qualified to provide organizational consulting services to recommend the programs and staffing levels of an ideal animal services program for Yolo County.

The goals of this study are to:

1. Complete an analysis of current and historical data to provide an accurate foundation for additional recommendations on staffing, animal care, field services and facility planning.
2. Build and expand on the LAFCO 2012 report with specific recommendations based on a detailed analysis of operational needs and opportunities particular to the YCAS shelter and community; with comparison where appropriate with other sheltering programs of similar size and scope as well as statewide and national standards and best practices.
3. Based on this expanded analysis, provide recommendations for long-term organization programming and structure changes, including appropriateness of public versus private sector role in meeting programmatic recommendations.
4. Arrive at a plan for animal services in Yolo County and its incorporated cities that will meet community needs and expectations in an effective and efficient way given the public and private resources available.

Using the information provided by the KSMP, staff's goal is to prepare alternative budget scenarios for agency consideration.

Our current focus is determining the optimal governance structure and organization that can best provide animal services in a cost effective manner in Yolo County. While policy issues such as shelter mission, procedures, marketing, adoptions, animal management and care, etc. are critical issues, they will need to be vetted and decided upon by this future governance structure and organization.

Next Steps

If the agreement is approved by the Commission, staff plans to convene an informal steering committee to meet on a monthly basis for the duration of this contract to provide feedback and direction to Drs. Hurley and Delany. The committee would include: Dr. Hurley (UCD), Dr. Delany (UCD), Patrick Blacklock (County), Paul Navazio (Woodland), Carol Richardson (West Sacramento), Vicky Fletcher (YCAS), Christine Crawford (LAFCo) and Tracey Dickinson (LAFCo).

This scope of work is anticipated to be completed by mid-June. Depending on the recommendations, it will likely take several months working with the city and County managers to develop what recommendation would be brought forward to each board/council. Staff anticipates these board/council meetings would occur in the September through November 2013 timeframe.

Summary

This scope of work has been reviewed by the City Managers from each of the four cities and the County Administrator. They are also in support of funding the study by redirecting the unused monies previously collected from their agencies for the West Sacramento budget analyst.

The scope of work costs are on a time and materials basis, not to exceed \$16,000 and are anticipated to be completed within four months from date of execution. This agreement will allow us to further evaluate our options and their respective costs and provide requested detail to bring back to each board/council for consideration and hopeful adoption of a new organizational structure. The agreement is unanimously supported by the City Managers of the four cities and the County Administrator and has been reviewed and approved by counsel.

Attachment

1. UC Davis Agreement #UCD13-04640 for Koret Shelter Medicine Program Design/Organizational Consultation

UC Davis Agreement # UCD13-04640

UNIVERSITY SERVICES AGREEMENT
(Local Agency Formation Commission of Yolo County)

THIS AGREEMENT is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (University), on behalf of its UC Davis School of Veterinary Medicine's Koret Shelter Medicine Program (KSMP) and LOCAL AGENCY FORMATION COMMISSION OF YOLO COUNTY (Sponsor).

R E C I T A L S

WHEREAS, KSMP has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, the services of KSMP may be extended to non-University users (including, when permitted by University policy, University students, faculty, and staff requesting such services for their personal use) only when, in the sole judgment of University, such action will serve purposes consistent with University's objectives and will not adversely affect the conduct of University activities; and

WHEREAS, the services requested by Sponsor have been determined to serve purposes consistent with University objectives and their provision to Sponsor not to adversely affect the conduct of University activities; and

WHEREAS, Sponsor has determined that the services in question cannot be adequately performed by other agencies or commercial firms; and

NOW, THEREFORE, University shall furnish the following services to Sponsor.

T E R M S A N D C O N D I T I O N S

1. Services. KSMP shall provide shelter advisory services as more fully described in Attachment A, attached hereto and incorporated herein. Additional work shall be performed only if authorized in advance by written amendment to this agreement executed by both parties. Sponsor's addendum or purchase order shall have no effect on the terms and conditions of this agreement.
2. Priority of University work. University work always has priority over work to be performed for non-University users.
3. Term. The term of this agreement shall be from the date of the last signature below through June 14, 2013. The timeline for the various components of services is set forth in *Consultation Timeline*, attached hereto as Attachment B and made a part hereof.
4. Payment. Fees for services by Facility shall be based upon Facility's approved rates as set forth in Attachment C, attached hereto and made a part hereof, and shall not exceed \$4,000.00. Sponsor shall pay for services within 30 days of Sponsor's receipt of University's invoice; Facility reserves the right to suspend performance of services if Sponsor fails to make payment in full within 60 days.

5. **Indemnification and Insurance.** The parties shall defend, indemnify, and hold one another, their officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.
 - 5.1. **Evidence of Insurance.** Upon University's request, Sponsor shall provide University written evidence of Sponsor's insurance coverage relevant to the presence or activity of Sponsor, its officers, agents, and employees while in, on or about University property. In the event Sponsor's coverage is not acceptable to University, University shall have the right to immediately suspend services. If Sponsor fails to provide acceptable insurance within 10 days after University's written notice, University may terminate this agreement.
 - 5.2. **Patent Infringement.** Sponsor shall indemnify University, its agents and employees, against all liability (including costs and expenses incurred) for use of any invention or discovery and for the infringement of any Letter Patent (not including liability arising pursuant to U.S. Code section 183, Title 35 (1952) prior to the issuance of Letters Patent) occurring during the performance of this agreement and resulting from Sponsor's request or instruction that KSMP utilize any device, method, or technique not normally utilized by KSMP.
6. **Non-Liability of University.**
 - 6.1. **Consequential Damages.** University shall not be liable for any loss of profits, claims against Sponsor by any third party, or consequential damages.
 - 6.2. **Delay/Desired Result.** University shall incur no liability to Sponsor or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.
 - 6.3. **Property Damage.** University shall incur no liability to Sponsor or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by Sponsor or delivered to University by Sponsor in connection with this agreement. Sponsor accepts all liability for risk of loss to any and all such property.
 - 6.4. **Liability Limitation.** University's liability for damages shall not exceed the total of all charges paid by Sponsor.
7. **Confidential Information.** During the course of this agreement, Sponsor may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, Sponsor shall submit confirmation in writing within five days of such disclosure.

- 7.1. University's Obligation. University shall treat Sponsor's Confidential Information in the same manner as University treats its own similar information. Upon Sponsor's written request, University shall protect Sponsor's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by Sponsor. Should such protection occur, any related costs shall be borne by Sponsor. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
- 7.2. Exempt Information. Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to Sponsor that Confidential Information is being sought by a third party, to afford Sponsor an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at Sponsor's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon Sponsor's request, University agrees to cease using all Confidential Information and to return it promptly to Sponsor.
- 7.3. Time Limitation. University shall not divulge Sponsor's Confidential Information for a period of three years following termination of this agreement, or earlier if Sponsor makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
- 7.4. Disposition of Confidential Information. Upon completion of services or termination of this agreement, by Sponsor's written request, University shall return any Confidential Information. Absent such request, Facility shall destroy or dispose of it according to its established procedures.
8. Disclaimer of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Shipment of Restricted Materials. In the event that Sponsor will be providing materials to be sampled, assayed, or used by University in providing Services hereunder whose shipment would require authorization or permits from governmental authorities (including return of any such materials to Sponsor following completion of Services or termination of this agreement), application for such authorization or permit shall be solely at Sponsor's initiative, risk, cost, and expense.

10. University's Right to Use Data. University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described in Attachment A.
11. Use of University's Name. Sponsor shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
12. Termination. This agreement may be terminated by either party upon ten days written notice to the other party.
13. Notices. Notices shall be directed to the appropriate parties at the following addresses:
 - 13.1. Regarding Contract. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

<p>UNIVERSITY Kelly Gilmore UC Davis Business Contracts One Shields Avenue Davis, CA 95616 kngilmore@ucdavis.edu Telephone: (530) 754-1375</p>	<p>SPONSOR Christine M. Crawford LAFCo 625 Court Street, Suite 203 Woodland, CA 95695 Christine.Crawford@yolocounty.org Telephone: (530) 666-8048</p>
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 - 13.2. Regarding Program/Work. Correspondence or inquiries regarding the substance and progress of work to be performed, or payment for services should be directed to the following addresses:

Mike Bannasch
 UC Davis Koret Shelter Medicine Program
 One Shields Avenue
 Davis, CA 95616
mjbannasch@ucdavis.edu
 Telephone: (530) 754-7355
14. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
15. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
16. Governing Law. This agreement shall be construed pursuant to California law.
17. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.
18. Entire Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

**LOCAL AGENCY FORMATION
COMMISSION OF YOLO COUNTY**

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: _____
(authorized signature)

By: _____
Deborah Fraga-Decker
Associate Director
Contracting Services
UC Davis

Print name: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
(Yolo County Animal Services)

Scope of Consultation

UC Davis Koret Shelter Medicine Program
Proposal for Yolo County Animal Services
Design/Organizational Consultation

GOALS:

1. Complete an analysis of current and historical data to provide an accurate foundation for additional recommendations on staffing, animal care, field services and facility planning
2. Build and expand on the LAFCO 2012 report with specific recommendations based on a detailed analysis of operational needs and opportunities particular to the YCAS shelter and community; with comparison where appropriate with other sheltering programs of similar size and scope as well as statewide and national standards and best practices.
3. Based on this expanded analysis, provide recommendations for long-term organization programming and structure changes, including appropriateness of public versus private sector role in meeting programmatic recommendations
4. Arrive at a plan for animal services in Yolo County and its incorporated cities that will meet community needs and expectations in an effective and efficient way given the public and private resources available.

AREAS FOR REVIEW:

Data Collection and Analysis

1. The current data collection system at the shelter is insufficient to provide accurate, reliable data in an efficient manner. Evaluate each of the following categories of data collection activities to form a sound basis for the recommendations in the additional areas for review listed below, as well as a future basis for ongoing program evaluation.
 - a. Categorizations, uses of fields in shelter management software
 - b. Outcomes, risks for euthanasia, lengths of stay and other statistical data
 - c. Number and types of field calls - including current data collection process
 - d. Overall data collection, analysis and routine reporting practices
2. Recommend and implement improvements for the above categories, including specific requirements for data entry and output to provide industry consistent and accurate information
3. Implement expanded use of shelter software to generate additional data for future measurement of outcomes and other measurable data

Programming

1. For each of the following programmatic areas, evaluate the operational needs and opportunities particular to the YCAS shelter and community, and where appropriate compare these with other sheltering programs of similar size and scope as well as statewide and national standards and best practices.
 - a. Animal care within the shelter, including standards for humane housing, expected level of husbandry and enrichment.
 - b. Ordinances for animal care and control that will best serve the communities within Yolo County.
 - c. Field services (including animal control and law enforcement) structure and services offered
 - d. Licensing programs
 - e. Ancillary services – volunteer programming, foster care programming, humane education programming, fundraising, grant writing, etc.
2. Based on the above review, recommendations regarding:
 - a. Overall programming (including change, expansion and/or elimination of current programmatic areas)
 - b. Future programming goals for organization
3. Provide assistance in developing cost allocation strategy for animal services within cities and county

Organization Structure and Staffing

1. Review and evaluate the following:
 - a. Staffing needed to implement and maintain recommended programming
 - b. Review of organizational structures and staffing level of similar (current and planned) shelter programs
 - c. Analysis of alternative organizational structures and impact of structure change on organization
2. Private specific staffing and organizational scenarios to accomplish the programmatic goals identified through the above review

Use of Technology

1. Recommendations for any new technology needed for budget estimates.



ATTACHMENT B
(Yolo County Animal Services)

Consultation Timeline

February 11, 2013 – June 14, 2013 (with a possibility of extending past initial agreement end date):

1. Consultation Timeline – It is recommended that the initial consultation be structured as a 4 month contract. Data collection and analysis will be completed in the first month and the other areas for review completed in the remaining three months. A renewed or ongoing arrangement can be considered at the end of the initial four month term.

ATTACHMENT C
(Yolo County Animal Services)
Fees, Costs, Invoicing, Payment

1. **Professional Fees.** The professional fees charged by the University are at the following rates:
 - 1.1. Preparation, On site evaluation and follow-up \$100.00 per hour
 - 1.2. Under the available UC Davis Design/Shelter Retainer rate service the, cost of a 4 month contract would be \$4000 and would provide 6-8 hours per month of data analysis, information and support regarding development of protocols and implementation of recommendations as well as once monthly 1-2 hour meetings between UC Davis/ Koret Shelter Medicine Program (KSMP) personnel and Yolo County and City stakeholders. The amount would be "not to exceed" \$4000; if less service is required, billing will be adjusted accordingly
 - 1.3. A renewed or ongoing arrangement can be considered at the end of the initial four month term.

2. **Travel Expense:** No travel expenses will be invoiced nor incurred for the duration of this contract.

3. **Invoicing and Payment.**
 - 3.1. **Invoicing.** The University will send the following invoices:
 - a. Invoicing will be sent on a monthly basis and upon work completion for each consultation done during this period of time.

 - 3.2. **Payment.** All invoices shall be paid within thirty (30) days of invoice date.

 - 3.3. **Early Termination.** Yolo County shall pay University for all services provided up to the date of termination of this agreement, regardless of the reason for termination. It shall be within the University's sole discretion to determine the extent of the completed services.

4. **Additional Details.**
 - 4.1. **Evaluation Team (size).** It shall be within the University's sole discretion to determine the minimum size and professional make-up of the evaluation team required to adequately provide the services described in Attachment A. Among the factors considered are the number of programmatic areas to be evaluated, the number of species included, and the number of facilities evaluated.

 - 4.2. **University Mission.** Where beneficial to the University's mission of teaching, research, and public service, additional personnel, environmental sampling, and analysis may be provided at no extra charge. Provision of such additional personnel and services shall be in the sole discretion of University.

 - 4.3. **Consultant Day.** The term "Consultant Day" as used shall mean the maximum unit of time, measured in hours in working days, that it will take the University to adequately evaluate the the shelter described. (For example, to adequately evaluate the shelter's population management, it will take one consultant a maximum of three days; two consultants a maximum of 1-1/2 days; or three consultants a maximum of 1 day.)

 - 4.4. **Yolo County Animal Services.** The not-to-exceed cost of the consultation described by this agreement is as set forth on page 2 of this attachment.