

City of Independence

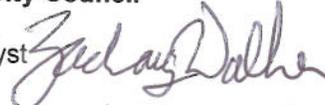
MEMORANDUM

City Council Office

DATE: December 7th, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Zachary C. Walker, Management Analyst




SUBJECT: First Amendment to Intergovernmental Agreement Between City of Independence and Jackson County: Animal Shelter Operation

Before you is an ordinance authorizing execution of a First Amendment to the Intergovernmental Agreement between the City of Independence and Jackson County for the operation of an animal shelter to serve the City of Independence and Jackson County. In accordance with Section 1.43.007 (D) of the City Code, I have reviewed this proposed amendment, as it will engage the City in a five-year contract totaling \$2,415,000 for animal sheltering services.

Having reviewed all applicable documentation and actions related to this process, it is my opinion that this proposal allows the City to fulfill its obligations under the terms and conditions of the Intergovernmental Agreement and the Amended Agreement, and that all parties have fulfilled their obligations in the preparing the proposed Amendment. Moreover, staff from the City's Legal Department finds no aspect of the contract that would legally preclude the City from entering into the Amendment.

In May 2012, you requested I review the two proposals received by the City of Independence to manage the new animal shelter to determine if each satisfied the City's obligations in the 2009 Intergovernmental Agreement with Jackson County. In my report to you, I determined that both proposals allowed the City to fulfill these obligations, the terms of which are summarized below:

Activity	Jackson County	City of Independence
Land Acquisition	Lease 6.9 acres from City for life of agreement	
Financing of Design, Construction, and Equipping of Shelter	Max. \$5.3 million	
Facility Maintenance*		Includes grounds, routine maintenance, and replacement of all Facility components
Animal Control Field Services: Unincorporated Area*		Includes field services/patrolling, on-call services for unincorporated Jackson County and Jackson County Parks
Subagreements with Political Subdivisions		Must offer field services and sheltering at commercially reasonable fee to cities with current Jackson County agreements
Animal Control Field Services: Availability*		Routine Service 8:00 a.m.-5:00 p.m. Monday-Friday; Emergency On-Call Service 24 hr/7 day
Patrol & Enforcement Services*		To be provided in unincorporated areas of the County equivalent to one full-time Animal Control Officer during regular hours
Requests for Service*		All County animal control inquiries and requests for animal control services in unincorporated Jackson County
Hoofed Animal Control*		City to provide same-day pickup & board for stray hoofed animals as well as emergency calls and emergency veterinary care
Shelter Operation: Public Access*		Open to public six days per week, Monday-Saturday (Minimum 35 hours)
Shelter Operation: Services Provided*		Care for small animals being provided to the County for minimum six days, including food, shelter, and veterinary care
Shelter Operations: Fees Collected		All adoption, boarding, and applicable fees to be retained by the City
*Denotes services provided at no cost to the County during term of bond repayment (max 30 yrs)		

Since that time, the City and Jackson County have continued to evaluate alternatives to provide mutually-agreeable management preferences for the new animal shelter. Through this exploration, City staff has determined that the preferred alternative for fulfillment of its shelter management obligations is by contracting with Jackson County for a period of five years at established rates each year:

- January 1, 2013-December 31, 2013: \$435,000
- January 1, 2014-December 31, 2014: \$435,000
- January 1, 2015-December 31, 2015: \$515,000
- January 1, 2016-December 31, 2016: \$515,000
- January 1, 2017-December 31, 2017: \$515,000

Jackson County, in turn, has elected to delegate these duties to a third-party vendor. Additionally, the City is now exempted from previous requirements for animal control field services, shelter intake and adoption services, and certain facility maintenance activities. The City will continue to provide incinerator services related to the operation of the Regional Animal Shelter at no cost to the County or the Operator. The City will also continue to provide animal control field services within the City of Independence. Upon termination of this Amendment, the agreement between the City and Jackson County reverts to the original Intergovernmental Agreement dated June 30, 2009. At that time, the City will once again be tasked with determining suitable shelter management services.

Activity	Jackson County	City of Independence
Land Acquisition	Purchase 6.9 acres from City for \$240,000 total over final three years of contract	
Facility Maintenance*	Includes grounds, routine maintenance, and replacement of all Facility components	
Incinerator Services		City agrees to provide incinerator services related to the operation of the Regional Animal Shelter at no cost to the County or the Operator
Animal Control Field Services: Unincorporated Area*	Field services/patrolling, on-call services for unincorporated Jackson County and Jackson County Parks	Field services/patrolling, on-call services for City of Independence
Animal Control Field Services: Availability*	Routine Service 8:00 a.m.-5:00 p.m. Monday-Friday; Emergency On-Call Service 24 hr/7 day	
Patrol & Enforcement Services*	To be provided in unincorporated areas of the County equivalent to one full-time Animal Control Officer during regular hours	
Requests for Service*	All County animal control inquiries and requests for animal control services in unincorporated Jackson County	
Hoofed Animal Control*	Provide same-day pickup & board for stray hoofed animals as well as emergency calls and emergency veterinary care	
Shelter Operation: Public Access*	Open to public six days per week, Monday-Saturday (Minimum 35 hours)	
Shelter Operation: Services Provided*	Care for small animals for at least the applicable holding period, including, but not limited to, food, shelter, and veterinary care	City will not perform public intake operations, receive animals, or conduct adoptions from the public at City's animal control field services facility
Shelter Operations: Fees Collected	All adoption, boarding, and applicable fees to be retained by the third-party vendor during five-year contract period	
*Upon termination of this Amendment, agreement reverts to original Intergovernmental Agreement dated June 30, 2009		

The amended agreement provides sale of the 6.9 acres upon which the new shelter is constructed from the City to Jackson County at a cost of \$240,000. Payment of \$80,000 will be made in each of the last three years of the agreement and will offset the increase in price in each of the final three years of the contract.

Under terms of the Amendment, the City Council may elect not to appropriate the requisite funds during the five-year period, in which case the Amended Agreement will terminate at the end of the City's current fiscal year. The City would then cease to receive shelter services from Jackson County and its Operator

and would be free from obligation to pay for any additional service. However, if the City were to cease payment at any point during the five-year period, they would be required to immediately transfer the 6.9 acres to Jackson County without receiving further payment for this land.

In previous contract reviews, I have made note of the spread of the bids submitted by vendors and indicate whether this spread and the proposed contract amount appear to be reasonable. In this instance, the City has not issued a bid for services, but rather has entered into an Intergovernmental Agreement to receive animal shelter services. This Amended agreement simply provides the City with a defined cost for animal shelter services in each of the next five years. As such, no such assessment is warranted in this review.

Should you have any further questions regarding this matter, please do not hesitate to contact me.

C: City Manager
City Clerk