



## Council Agenda Report

**From:** Robert Burton, Chief of Police

**Subject:** Memorandum of Agreement with the County of San Luis Obispo to Jointly Finance and Construct a Replacement Animal Services Shelter

**Date:** February 21, 2017

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### Facts

1. Under state law, each incorporated City has the option of contracting with the County or providing their own animal services consistent with the standards outlined under state law.
2. All seven cities in the County have, in turn contracted with the County for those services. Under this service contract, all seven cities and the County share the cost of animal services based on a formula that factors the agencies' proportionate use of field services and shelter services. These services include animal control field and sheltering services.
3. The City of Paso Robles approved a three-year contract for field services and shelter services at its June 21, 2016 meeting. Capital costs for the replacement of the shelter are not included in the costs charged to Cities for field services or shelter services.
4. The County Animal Services Division operates a single animal shelter to house and care for stray and owner relinquished animals. This shelter, located at 885 Oklahoma Avenue in San Luis Obispo, is the County's only open intake animal shelter and receives approximately 4,500 animals annually. Dogs and cats account for roughly 92% of the animals handled at the shelter with the remainder comprised of a wide variety of animals ranging from rabbits, alligators, and emus to guinea pigs, monkeys, and snakes.
5. The Animal Services shelter was constructed in approximately 1975 on a site, which had formerly been a landfill utilized in the 1940s by the US Army and Camp San Luis Obispo. As initially designed, the structure totaled 6,600 square feet and was intended primarily for the kenneling of dogs, with less than 38 square feet dedicated to the care and housing of cats; no accommodations were made for other types of animals. Since then, additional building modifications were constructed to accommodate dog runs adjacent to the kennels, corrals for ranch animals, a small structure for cats, night drop-off kennels, an expansion for staff administration, and renovation for the public lobby.
6. Current industry standards and public expectations of animal shelters have shifted substantially and many of the shelter's original design features and characteristics are now outdated or inconsistent with the current understanding of humane animal sheltering. The consequences of these design issues relative to their impact on humane animal care are further compounded by the effects of deferred maintenance, healthy utilization, and harsh environmental conditions. Over time, roofing leaks have developed, walls and door frames have begun to deteriorate, and the capacity of electrical and drainage systems have been overloaded. The lack of heating, poor ventilation, and general facility layout promotes stress, illness, and behavioral problems in sheltered animals. The austere and unwelcoming environment often discourages the general public from visiting and is believed to have an adverse impact on adoption and stray reclaim rates.

7. In 2010, the County contracted with Ravatt Albrecht & Associates to develop design plans for Phase I of the remodel. Quickly, it became apparent that the scope of this project exceeded the available funding and the dog kennel remodel component of the remodel was dropped. The ability to design a remodel, which could be constructed within budget, was further complicated by soil stability and potential methane off-gassing issues resulting from the shelter's location on an abandoned landfill. During the environmental permitting process, it was determined that a permit was required through CalRecycle<sup>1</sup>, adding additional time and cost to the development process. Since then, the project received a post landfill closure permit through CalRecycle, and a permit from the Air and Water Quality Control Boards.
8. In November 2013, the County received five construction bids from contractors for the Animal Services Cattery and Lobby Expansion project. Bids ranged between \$1,245,200 and \$1,382,000. The lowest bid received exceeded the estimated construction cost or budget by \$350,250, which was 39% above the engineers estimated construction cost. In January 2014, staff recommended and the Board of Supervisors rejected all bids for the Animal Services Cattery and Lobby Expansion project. In light of the significant disparities between the project budget, operational needs, and projected construction costs, the project was reassessed and an effort was made to identify design modifications and alternative operational measures that might bring construction costs within budget. During this reassessment, the identification of additional structural problems, including the development of a large sinkhole directly adjacent to the building, caused concern that further investment and attempts to rehabilitate the facility would be fiscally irresponsible.
9. The County explored a potential partnership with Woods Humane Society to build and operate a replacement facility. The County concluded that it was infeasible due to a number of factors with the primary one being that that Woods was not amenable to managing an expansion of services that they provided to the community. In April 2015, the County Board of Supervisors concluded based on the totality of factors that remodeling the existing facility would be imprudent, partnerships unlikely and therefore directed staff to pursue the development of a replacement facility.
10. The Board of Supervisors directed staff to pursue the construction of a new 15,000 square foot facility (approximate) to fully address the facility needs and implement many of the recommendations contained in the Humane Society of the United States and (HSUS) and SPA report (Attachment 3). Further programming was required to define the proper size for the facility and ultimately landed on the program description that is generally outlined Exhibit A to the proposed Memorandum of Agreement.
11. The approval of the Memorandum of Agreement provides a mechanism to: 1) share costs based on proportionate use 2) clarifies service and shelter governance, and 3) contains mechanisms to control construction costs and is a most efficient way to construct a shelter consistent with state law and local service preferences and standards.
12. The issue of governance is a topic that the Cities believed should be a role that the Cities have in terms of containing costs given the significant investment that each City was making. Moreover, the timing of the completion of the facility will impact future budgets.
13. An important issue is one of how to best apportion capital costs associated with the replacement facility and ensuring that the type of construction selected is the most economically and efficiently one to meet existing and future needs of the region. Ultimately, through extensive discussions with the County and Cities, the recommendation was made to distribute all costs for the proposed shelter

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<sup>1</sup> CalRecycle oversees the permitting of land use or other activities on active or abandoned land fill sites.

based on the proportional use percentage of Shelter use set forth in Exhibit C of the Memorandum of Agreement.

### **Options**

1. Take no action.
2. Approve Resolution 17-xxx (Attachment 1), authorizing the City Manager to execute a Memorandum of Agreement in substantial conformance as shown in Attachment 2 with the County of San Luis Obispo, and the Cities of Arroyo Grande, Atascadero, Grover Beach, Morro Bay, Pismo Beach and Paso Robles to jointly finance and construct the replacement of an animal services shelter.
3. Amend the foregoing option.
4. Refer back to staff for additional analysis.

### **Analysis and Conclusions**

The City of Paso Robles could choose not to approve the agreement. That would leave the City in the position of having to provide its own sheltering and field services as required by State law in July 2020 at its sole expense. This would mean that the City would not benefit from the economies of scale of sharing both capital and service costs with the County and other six Cities in San Luis Obispo County. Staff has determined that the City cannot provide its own animal field services or shelter services and build its own facility for less than approximately \$482,000<sup>2</sup> per year that will be paid to the County for field services and shelter services. The Agreement as it provides a mechanism to: 1) share costs based on proportionate use 2) clarifies service and shelter governance 3) contains mechanisms to control construction costs and is a most efficient way to construct a shelter consistent with state law and local service preferences and standards and 4) is the most cost effective way of providing required animal shelter services.

The agreement must be approved by each of the City seven City Councils in the County along with the Board of Supervisors. The schedule for approval by each of the jurisdictions is as follows:

Arroyo Grande	2/14/17
Atascadero	2/14/17
Grover Beach	2/21/17
Morro Bay	unknown at time of printing
Paso Robles	2/21/17
Pismo Beach	2/21/17
San Luis Obispo	2/21/17
County	2/28/17

It is expected that the final approved agreement will be in conformance with the draft agreement attached to this report (Attachment 2). Because of the compressed time frame for approval, there may be minor clarifications and small changes made to the final agreement prior to execution. Any financial or substantive changes to the agreement would be brought back to Council for approval prior to execution.

### **Fiscal Impact**

The proposed Agreement apportions the estimated contracting agency costs of \$13.176 million based on the average use of the shelter for a rolling three-year period. Participation in the Animal Services Shelter Agreement will cost the City of Paso Robles approximately \$2.5 million. This is currently estimated at 18.81% of total costs based on figures for July 2013-June 2016, but would adjust upward or downward based on Paso Robles shelter usage over the financing period. With financing costs, this amounts to an estimated payment of approximately \$155,000-\$196,000 per year over the next 25 years.

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<sup>2</sup> Approximately \$307,000 for field and shelter services and \$175,000 per year for the proposed shelter capital costs.

Additionally, the Agreement contains cost containment provisions with respect to actual costs and provides a mechanism to reduce costs or allow a participating City to terminate the agreement if costs exceed the estimated capital budget of \$14.5 million. If the Agreement is approved, the annual payments to the County will be incorporated into the 2017-2019 budget and financial forecast.

**Recommendation**

Approve Resolution 17-xxx, authorizing the City Manager to execute a memorandum of agreement in substantial conformance with the County of San Luis Obispo, and the Cities of Arroyo Grande, Atascadero, Grover Beach, Morro Bay, and Pismo Beach to jointly finance and construct the replacement of an animal services shelter.

**Attachments**

1. Resolution
2. MOA
3. Animal Shelter Needs Assessment

RESOLUTION No. 17-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES  
AUTHORIZING A MEMORANDUM OF AGREEMENT WITH THE COUNTY OF SAN LUIS  
OBISPO TO JOINTLY FINANCE AND CONSTRUCT A REPLACEMENT ANIMAL SERVICES  
SHELTER

WHEREAS, under state law, each incorporated City has the option of contracting with the County or providing their own animal services consistent with the standards outlined under state law; and,

WHEREAS, all seven cities in the County have, in turn contracted with the County for those services. Under this service contract, all seven cities and the County share the cost of animal services based on a formula that factors the agencies' proportionate use of field services and shelter services. These services include animal control field and sheltering services; and,

WHEREAS, the City of Paso Robles approved a three-year contract for field services and shelter services at its June 21, 2016 meeting. Capital costs for the replacement of the shelter are not included in the costs charged to Cities for field services or shelter services; and,

WHEREAS, the County Animal Services Division operates a single animal shelter to house and care for stray and owner relinquished animals. This shelter, located at 885 Oklahoma Avenue in San Luis Obispo, is the County's only open intake animal shelter and receives approximately 4,500 animals annually. Dogs and cats account for roughly 92% of the animals handled at the shelter with the remainder comprised of a wide variety of animals ranging from rabbits, alligators, and emus to guinea pigs, monkeys, and snakes; and,

WHEREAS, the Animal Services shelter was constructed in approximately 1975 on a site, which had formerly been a landfill, utilized in the 1940s by the US Army and Camp San Luis Obispo. As initially designed, the structure totaled 6,600 square feet and was intended primarily for the kenneling of dogs, with less than 38 square feet dedicated to the care and housing of cats; no accommodations were made for other types of animals. Since then, additional building modifications were constructed to accommodate dog runs adjacent to the kennels, corrals for ranch animals, a small structure for cats, night drop-off kennels, an expansion for staff administration, and renovation for the public lobby; and,

WHEREAS, current industry standards and public expectations of animal shelters have shifted substantially and many of the shelter's original design features and characteristics are now outdated or inconsistent with the current understanding of humane animal sheltering. The consequences of these design issues relative to their impact on humane animal care are further compounded by the effects of deferred maintenance, healthy utilization, and harsh environmental conditions. Over time, roofing leaks have developed, walls and doorframes have begun to deteriorate, and the capacity of electrical and drainage systems have been overloaded. The lack of heating, poor ventilation, and general facility layout promotes stress, illness, and behavioral problems in sheltered animals. The austere and unwelcoming environment often discourages the general public from visiting and is believed to have an adverse impact on adoption and stray reclaim rates; and,

WHEREAS, in 2010, the County contracted with Ravatt Albrecht & Associates to develop design plans for Phase I of the remodel. Quickly, it became apparent that the scope of this project exceeded the available funding and the dog kennel remodel component of the remodel was dropped. The ability to design a remodel that could be constructed within budget was further complicated by soil stability and potential methane off-gassing issues resulting from the shelter's location on an abandoned landfill. During the

environmental permitting process, it was determined that a permit was required through CalRecycle, adding additional time and cost to the development process. Since then, the project received a post landfill closure permit through CalRecycle, and a permit from the Air and Water Quality Control Boards; and,

WHEREAS, in November 2013, the County received five construction bids from contractors for the Animal Services Cattery and Lobby Expansion project. Bids ranged between \$1,245,200 and \$1,382,000. The lowest bid received exceeded the estimated construction cost or budget by \$350,250, which was 39% above the engineers estimated construction cost. In January 2014, staff recommended and the Board of Supervisors rejected all bids for the Animal Services Cattery and Lobby Expansion project. In light of the significant disparities between the project budget, operational needs, and projected construction costs, the project was reassessed and an effort was made to identify design modifications and alternative operational measures that might bring construction costs within budget. During this reassessment, the identification of additional structural problems, including the development of a large sinkhole directly adjacent to the building, caused concern that further investment and attempts to rehabilitate the facility would be fiscally irresponsible; and,

WHEREAS, the County explored a potential partnership with Woods Humane Society to build and operate a replacement facility. The County concluded that it was infeasible due to a number of factors, the primary one being that that Woods was not amendable to managing an expansion of services that they provided to the community. In April 2015, the County Board of Supervisors concluded based on the totality of factors that remodeling the existing facility would be imprudent, partnerships unlikely and therefore directed staff to pursue the development of a replacement facility; and,

WHEREAS, the Board of Supervisors directed staff to pursue the construction of a new 15,000 square foot facility (approximate) to fully address the facility needs and implement many of the recommendations contained in the Humane Society of the United States and (HSUS) and SPA report. Further programming was required to define the proper size for the facility and ultimately landed on the program description that is generally outlined Exhibit A to the proposed Memorandum of Agreement; and,

WHEREAS, the approval of the Memorandum of Agreement provides a mechanism to: 1) share costs based on proportionate use 2) clarifies service and shelter governance, and 3) contains mechanisms to control construction costs and is a most efficient way to construct a shelter consistent with state law and local service preferences and standards; and,

WHEREAS, the issue of governance is a topic that the Cities believed should be a role that the Cities have in terms of containing costs given the significant investment that each City was making. Moreover, the timing of the completion of the facility will impact future budgets; and,

WHEREAS, an important issue is one of how to best apportion capital costs associated with the replacement facility and ensuring that the type of construction selected is the most economically and efficiently one to meet existing and future needs of the region. Ultimately, through extensive discussions with the County and Cities, the recommendation was made to distribute all costs for the proposed shelter based on the proportional use percentage of Shelter use set forth in Exhibit C of the Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of El Paso de Robles does hereby resolve, determine, and find as follows:

Section 1. The City Council finds all of the above recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby authorizes the City Manager to execute a memorandum of agreement in substantial conformance with the County of San Luis Obispo, and the Cities of Arroyo Grande, Atascadero, Grover Beach, Morro Bay, and Pismo Beach to jointly finance and construct the replacement of an animal services shelter.

APPROVED by the City Council of the City of El Paso de Robles this 21<sup>st</sup> day of February, 2017, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Steven W. Martin, Mayor

ATTEST:

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Kristen L. Buxkemper, Deputy City Clerk

Attachments

1. MOA
2. SPA Needs Assessment



AGREEMENT FOR ALLOCATION OF CONSTRUCTION AND FINANCING COSTS FOR AN  
ANIMAL SERVICES SHELTER AT 865 OKLAHOMA AVENUE IN SAN LUIS OBISPO,  
CALIFORNIA, BETWEEN THE CITIES OF ATASCADERO, ARROYO GRANDE, GROVER  
BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO AND THE  
COUNTY OF SAN LUIS OBISPO

THIS AGREEMENT, dated for reference as of February 1, 2017 (the “Agreement”), is entered into by and between the COUNTY OF SAN LUIS OBISPO (the “County”), and the cities of ATASCADERO, ARROYO GRANDE, GROVER BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO (each, a “City,” and collectively, the “Cities,” and, together with the County, the “Parties”, or individually “Party”).

RECITALS

The County and each of the Cities are parties to a separate but similar Contract for Animal Care and Control Services (“Services Contract”) effective as of July 1, 2016 and expiring, unless sooner terminated, on June 30, 2019, pursuant to which the County provides animal control services throughout San Luis Obispo County, including within the jurisdictional boundaries of each of the Cities.

In conjunction with and pursuant to the Services Contract, the County operates an existing Animal Services Shelter located at 885 Oklahoma Avenue in San Luis Obispo, California. Owing to the obsolescence of the existing shelter, it is necessary to construct a new Animal Services Shelter (“Shelter” or “Project”) as generally described in Exhibit A, at an address preliminarily identified as 865 Oklahoma Avenue, and as generally depicted in Exhibit B (“Shelter Property”).

The Parties acknowledge the benefit of collaborative and joint efforts in constructing the Shelter.

The Parties enter into this Agreement to memorialize their participation and corresponding obligations with regards to the allocation and repayment of the construction and financing costs for the Shelter.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals.

The above Recitals are true and correct.

2. Estimated Project Construction Costs.

- a) The Project construction costs, excluding the portion of the Oklahoma Ave./Utility Extension costs to be borne solely by the County, and excluding the County-only costs of the remaining depreciation value of the existing facility, demolition of the existing facility, and land costs, and excluding costs to be shared proportionally only by the Cities, for the Shelter are estimated at this time to be Thirteen Million One Hundred Seventy Six Thousand Five Hundred Dollars (\$13,176,500) as shown in Exhibit D (the “Estimated Project Construction Costs”). The Estimated Project Construction Costs include expenses for soft costs, such as architectural and engineering services; County costs for administration, project management service, environmental review, planning and building fees, and inspections; and hard costs, such as actual construction costs.
- b) The Estimated Project Construction Costs shall only include those expenses and costs generally described above, which are incurred by the County specifically for the Shelter construction project. Notwithstanding anything to the contrary below, the total Project Costs, as defined in Paragraph 5(a) below shall not exceed Fourteen Million Five Hundred Thousand Dollars (\$14,500,000) without a written amendment to this agreement signed by all Parties.



- c) The Project will be managed as a “Design / Build” project, as approved by the County of San Luis Obispo Board of Supervisors on April 12, 2016.
3. Excess Construction Costs
- a) Prior to Authorization for Construction to Begin (“Construction Contract”).
- (i) If the County receives information in the design or bidding process indicating that the Estimated Project Construction Costs for the Shelter will exceed \$13,176,500 by less than ten percent (10%), the County shall provide written notice to each member of the Executive Board (as defined in Section 9(b) below) of the revised estimated construction costs within a reasonable period of time before such additional construction costs are incurred. The Executive Board shall either approve or disapprove the additional construction costs, if any, by written notice to the County, delivered within ninety (90) days after receipt of the County’s notice of the revised construction costs. If any Executive Board member fails to timely approve in writing, the Executive Board shall be deemed to have not approved and the County shall promptly confer with all Cities regarding the additional construction costs and any means by which such additional construction costs may be minimized.
- (ii) If the County receives information as part of the design or bidding process indicating that the Estimated Project Construction Costs for the Shelter will exceed \$14,500,000, the County shall immediately provide written notice to each City of the revised estimated construction costs (“Excess Construction Costs”) and confer with the Cities as to whether to authorize the Construction Contract or reject all bids. Each City shall either approve or disapprove the Excess Construction Costs resulting in Estimated Project Construction Costs exceeding \$14,500,000 by written amendment delivered to the County within ninety (90) days after receipt of the County’s written amendment. If the decision is to authorize the contract, the County shall prepare and deliver to the Cities a written amendment to this Agreement amending Section 2(b) to increase the not-to-exceed amount. If any City fails to timely approve in writing, the City shall be deemed to have disapproved. Should a City(ies) disapprove the Excess Construction Costs, the County will immediately confer with all Cities in an attempt to reconcile the disagreement. Should the Parties be unable to reach agreement, the measures shall be taken to reduce the costs below \$14,500,000 and in no such event shall the Parties be liable for Excess Construction Costs absent a written amendment to this agreement.
- (iii) If a City chooses to not participate in the shelter construction at that time, the City is allowed to withdraw from this agreement and pay its proportionate share of all costs incurred as of the date of withdrawal. The date of withdrawal shall be defined as the date that written notice is received by the County of the City’s desire to withdraw due to Excess Construction Costs beyond amounts previously agreed. The County will recalculate future payments of the remaining Parties using revised percentages of shelter use with the methodology in Section 6(a).
- b) Authorization for Construction to Begin
- (i) Upon County’s authorization for Construction to begin, total costs for the Project including any incurred or future hard costs, soft costs, contingencies, and other miscellaneous costs related to Shelter construction will be added to the estimated final construction costs (“Estimated Final Construction Costs”). The Estimated Final Construction Costs will not exceed the Estimated Project Construction Costs (or Excess Construction Costs), unless agreed to in writing by all of the Parties in a written amendment to this Agreement. Should the Parties be unable to reach agreement, measures shall be taken to reduce the costs below \$14,500,000 and in no such event

- shall the Parties be liable for Excess Construction Costs absent a written amendment to this agreement.
- (ii) If a City chooses to not participate in the shelter construction at that time, the City is allowed to withdraw from this agreement and pay its proportionate share of all costs incurred as of the date of withdrawal. The date of withdrawal shall be defined as the date that written notice is received by the County of the City's desire to withdraw due to Excess Construction Costs beyond amounts previously agreed. The County will recalculate future payments of the remaining Parties using revised percentages of shelter use with the methodology in Section 6(a).
- c) After Authorization for Construction to Begin
- (i) If the County becomes aware, after its authorization for Construction to begin, that the costs of construction will exceed the Estimated Final Construction Costs due to unforeseen or other conditions, the County shall provide written notice, to each City of the revised estimated construction costs within a reasonable period of time before such additional construction costs are incurred. Each City shall either approve or disapprove the additional construction costs, if any, by written notice to the County, delivered within ninety (90) days after receipt of the County's notice of the revised construction costs. If any City fails to timely approve in writing, the City shall be deemed to have not approved and the County shall promptly confer with all Cities regarding the additional construction costs and any means by which such additional construction costs may be minimized. No additional construction costs shall be incurred that exceed \$14,500,000 without a written amendment signed by all the Parties. Should the Parties be unable to reach agreement, measures shall be taken to reduce the costs below \$14,500,000 and in no such event shall the Parties be liable for Excess Construction Costs absent a written amendment to this agreement.
  - (ii) If a City chooses to not participate in the shelter construction at that time, the City is allowed to withdraw from this agreement and pay its proportionate share of all costs incurred as of the date of withdrawal. The date of withdrawal shall be defined as the date that written notice is received by the County of the City's desire to withdraw due to Excess Construction Costs beyond amounts previously agreed. The County will recalculate future payments of the remaining Parties using revised percentages of shelter use with the methodology in Section 6(a).
4. Financing
- a) County Advance of Funds. The County shall advance funds required to pay for the costs of construction of the Shelter. The County intends to finance the funds it advances, including County in house soft costs.
    - i) County Sole Discretion as to Financing Terms. The County, at its sole discretion, shall determine financing terms based on market rates and terms available at the time of financing. The anticipated financing interest rate is estimated to be between 3.5%-5%, based on a 25-year term, see Exhibit D. The County may finance the Estimated Final Construction Costs (hard, soft, design, etc.) for the Shelter in addition to customary out of pocket costs to obtain financing, if any. The County may choose to provide in-house financing, provided the interest rate charged to the Cities does not exceed commercially available rates for like projects and terms of financing are equal to or more favorable to Cities than terms otherwise available to the County.
      - (1) The County will provide notification to the Shelter Executive Board of its intentions regarding external or in-house financing at least 30 days prior to taking action on

financing. Said notification will include final estimates of financing costs and anticipated interest rates.

- (2) Should the Cities desire to have costs identified as “Costs Shared Proportionally by Cities Only” in Exhibit D included in any financing, the Cities shall provide written notification to the County by October 31, 2017. Should all Cities fail to provide written notice, the “Costs Shared Proportionally by Cities Only” will be proportionally allocated to each of the Cities as shown in Exhibit C and billed accordingly, with a payment due date of January 1, 2018.
  - ii) Estimated Project Financing Costs. The financing costs are estimated to range from \$7,556,392 to \$11,618,328, as shown in Exhibit D, depending on the applicable interest rate and whether there are out of pocket costs to obtain financing (collectively “Estimated Project Financing Costs”). If the actual interest rate is higher or lower than that estimated on Exhibit D, the actual financing costs will vary.
5. Total Estimated Project Costs/Total Project Costs.
    - a) The Estimated Final Construction Costs and the Estimated Project Financing Costs are jointly referred to as the Total Estimated Project Costs. Once the Shelter has been constructed and financed, the County will prepare a final cost summary of the actual construction and financing costs incurred by County in connection with the Shelter, excluding any costs that this Agreement expressly provides shall be excluded from the calculation, to establish the total project costs and annual repayment schedule based on the financing. Upon request, a City may review back up material for the summary. After review and adjustment (if any) of the final cost summary by all Parties, the approved final cost summary shall be known as the Total Project Costs. No City shall unreasonably delay or disapprove the Total Project Costs.
  6. Allocation of Total Project Costs.
    - (a) Allocation Based on Percentage of Shelter Use. Each Party shall pay its share of the Total Project Costs, based on the annual repayment schedule associated with the financing. Each Party’s share shall be based upon that individual Party’s percentage of shelter use. Shelter use is defined as the number of shelter services (impounds, quarantines, animal surrenders, confiscations, euthanasia requests, etc.) originating from, or requested by, an individual Party’s jurisdiction and/or its residents. Each Party’s share shall be determined annually by the County as part of their normal record keeping processes. The individual Party’s shelter use percentage shall be calculated using the total number of shelter services allocated to an individual Party over the preceding three full fiscal year periods, divided by the total number of all shelter services provided to all Parties over the same preceding three full fiscal year periods.

$$\%Shelter\ Use = \frac{(Party\#\Shelter\ Services_{Year1} + Party\#\Shelter\ Services_{Year2} + Party\#\Shelter\ Services_{Year3})}{(Total\#\Shelter\ Services_{Year1} + Total\#\Shelter\ Services_{Year2} + Total\#\Shelter\ Services_{Year3})}$$

Exhibit C indicates the percentage of each Party's actual use of the existing Animal Services shelter for the Fiscal Years 2013-14, 2014-15, and 2015-16. Adjustments to each Party’s annual allocation of Total Project Costs shall be adjusted annually based on the previous 3-year trailing average of the percentages of shelter use.

- b) Reallocation in the Event of Withdrawal or Termination. In the event that a Party withdraws or terminates under Section 8 below, the allocation of each Party’s share of Total Project Costs shall be adjusted upward for the remaining parties for the subsequent calendar year. The annual calculation and any associated adjustments shall be made by December 31<sup>st</sup> of each year and shall be due on July 1<sup>st</sup> of the next fiscal year.

7. Use of Shelter
  - a) The Shelter shall only be used as an Animal Services facility. No other County department or agency or other person or entity shall use any portion of the Shelter without the prior written consent of the Operations Committee (as defined in Section 9 (a) below). Such use shall be accompanied by the payment of an appropriate rental charge.
  
8. Termination and Withdrawal
  - a) Withdrawal Prior to Authorization of Construction/Payment of Allocation of Soft Costs.
    - i) Any Party may withdraw from this Agreement prior to County's authorization of the Construction to begin by giving a minimum of one (1) year's written notice to all Parties and by payment of its share, based on the allocation set forth in Section 6, above, of costs incurred by County prior to date of receipt of notice of withdrawal. Notice shall be deemed received on the date of personal delivery, or if mailed by U.S. mail, five (5) days after date of mailing. Such costs shall be reasonably determined by County and a majority of the Parties of the Executive Board, excluding any Party(ies) electing to withdraw. Any withdrawing Party shall pay its share by the effective date of its withdrawal. A withdrawing Party who withdraws prior to October 31, 2017 shall not be required to pay any portion of financing costs, regardless of whether outside financing or in-house County financing is ultimately provided. Any payment of soft or hard costs by a withdrawing Party shall be deleted from the amount to be financed. The County will recalculate future payments of the remaining Parties using revised percentages of shelter use with the methodology in Section 6(a).
  - b) Withdrawal After Construction Begins /Payment of Allocation.
    - i) Any Party may withdraw from this Agreement after the County's authorization of construction begin, by providing a minimum of one (1) year's written notice to all of the other Parties and prepaying its entire allocation of the Total Project Costs by the effective date of its withdrawal. If a Party withdraws from this Agreement prior to October 31, 2017, any estimated financing costs shall be deducted from the Total Project Costs before calculating the withdrawing Party's Total Project Costs share. If County provides in-house financing, any finance or interest charge accruing or payable after the withdrawal shall be deducted from the Total Project Costs before calculating the withdrawing Party's share of the Total Project Costs. Withdrawal from the Agreement shall be effective as of December 31 of the year stated in the written notice. The County will recalculate future payments of the remaining Parties using revised percentages of shelter use with the methodology in Section 6(a).
  - c) The County shall not terminate a City's access to or use of the Shelter if the City is not in default of its payment obligations. For the purposes of this Agreement, a City shall be deemed to be in default if said City is sixty (60) calendar days or more in arrears on any payment required under this Agreement.
    - (i) Should the County desire to terminate a City's access or use of the Shelter for default of its payment obligations, the County shall include any non-defaulted Cities, at the non-defaulted Cities' sole discretion, in negotiations with the defaulted City, prior to their termination.
    - (ii) The County shall retain final decision authority to terminate any City's access to or use of the Shelter for default of said City's payment obligations.
  
9. Animal Shelter Operations
  - a) An Operations Committee comprised of the County's Health Agency Director or his/her designee and a subset of City Managers or their designees shall be formed. At their sole discretion, all Parties may be represented on the Operations Committee.

- b) An Executive Board composed of the County Administrative Officer (CAO) and a subset of the City Managers (2-3) for each of the Cities, or their designees, shall consider significant policy or budget changes and make recommendations prior to policy implementation or budget adoption for the Shelter.
- c) The Executive Board meetings shall be held as needed and in conjunction with the existing monthly City Manager/CAO meeting. At a minimum, “*Animal Services*” shall be a standing item that is considered twice in a calendar year. While any Party may request that “*Animal Services*” be added to the agenda of any City Manager/CAO monthly meeting, it will be the responsibility of the chair of the meeting to ensure *Animal Services* is placed on the agenda and satisfies the minimum number of meetings required by this Agreement.
- d) If the City Managers’ recommendation is different from that of the CAO on budget or policy matters, the County shall include the City Managers’ recommendation in any related staff report to the Board of Supervisors and provide a summary of the nature of any disagreement.
- e) Final policy and budgetary authority for Shelter operations reside with the County Board of Supervisors.
- f) Future Services Contracts shall be for 3-year terms.
- g) If a City chooses to provide its own field services, it must provide to all Parties, a one (1) year’s written notice of its intent to provide its own services and to terminate, or (if applicable) not to renew, its Services Contract with the County, except as otherwise expressly provided in its Services Contract with the County,
- h) Service Contracts shall be separate from the Parties’ obligations to finance and pay their proportional and allocated shares of Total Project Costs for the Shelter.
- i) The County’s repayment obligation of its share of the Total Project Costs shall not be included in the calculation of the Shelter’s operating costs. The County shall charge no rent for the Shelter or Shelter Property or otherwise attempt to obtain compensation from the Cities for those items identified in Appendix D as “County Only Costs”.
- j) Any City shall have the ability to provide its own separate field services. The costs for accessing the Shelter shall be reasonably determined by the County after consulting with the Executive Board and shall only be for the fair share reasonable operating costs for Shelter operations.
- k) Any City that elects to not participate in Shelter Total Project Costs shall immediately cease as a Party to this Agreement and the County shall not be required to provide any animal services to such City. Such City shall be required to provide its own animal services and shelter, in accordance with all applicable laws and statutes, effective on a date mutually agreed to by the City and the County. If the City and the County are unable to mutually agree to a date, termination will be effective upon the expiration of the City’s existing Service Contract or the date a Certificate of Occupancy is issued for the new Shelter, whichever occurs first.

#### 10. Animal Shelter Planning

- a) The Parties agree to form an ad-hoc value engineering team consisting of up to three (3) City representatives and a minimum of two (2) County representatives. City representatives shall fully participate with the County to assist with investigating and identifying the most effective and efficient methods to construct a Shelter that meets all Parties’ existing and future animal service’s needs. The value engineering team shall meet as needed and provide input with architects, designers, construction managers, and engineers during the development of plans and specifications for the Shelter.
- b) Prior to the authorization of the Construction Contract, the Executive Board shall be presented project plans and estimated budgets, and provide a recommendation that will be included in the CAO staff report to approve the contract by the Board of Supervisors.



11. Effective Date

- a) Except as set forth above, this Agreement shall be effective for the period from January 5, 2017 until each Party has made the last payment required under Section 6 or, if applicable, Section 8, of this Agreement

12. Entire Agreement

- a) This is the entire agreement among the Parties with respect to the Project and supersedes any prior written or oral agreements with respect to the Project. In the event of a conflict between the terms of this Agreement and the Services Contract, the terms of this Agreement shall prevail.

13. Assignability

- a) Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the written consent of all Parties.

14. Notices

- a) Any notices required to be given pursuant to this Agreement shall be given in writing and shall be mailed to all Parties to the Agreement, directed to the County Administrative Officer and County Counsel, and to the City Manager or City Administrative Officer and City Attorney of each City.

15. Audit

- a) The Cities may inspect and/or audit all records and other written materials used by County in preparing the Total Project Costs and annual invoices to each City.

16. Good Faith Efforts

- a) The Parties shall each act in good faith in performing their respective obligations as set forth in this Agreement and shall work diligently to maintain their longstanding cooperative relationships.

17. Amendment

- a) This Agreement may only be amended in writing, signed by all Parties.

IN WITNESS WHEREOF, by their execution below, the Parties agree to be bound to the obligations stated herein, and the Board of Supervisors of the COUNTY OF SAN LUIS OBISPO has authorized and directed the Chairperson of the Board of Supervisors to execute this Agreement for and on behalf of the County, and the Cities of ATASCADERO, ARROYO GRANDE, GROVER BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO have caused this Agreement to be subscribed by each of their duly authorized officers and attested by their Clerks.

Dated: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF ATASCADERO

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

CITY OF ARROYO GRANDE

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

CITY OF GROVER BEACH

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

CITY OF MORRO BAY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

CITY OF PASO ROBLES

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

CITY OF PISMO BEACH

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

CITY OF SAN LUIS OBISPO

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
By:

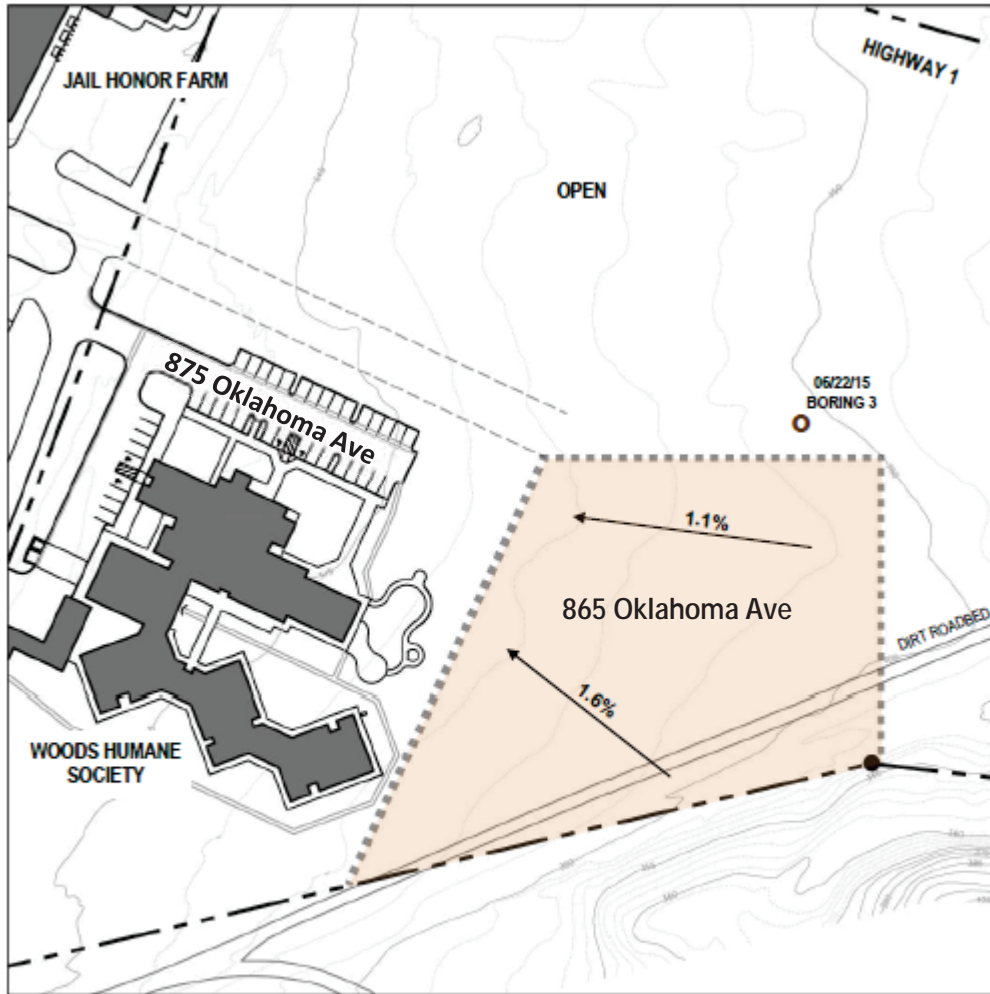


**EXHIBIT A****Animal Services Facility**

The quantities listed below were derived from a review of the existing Animal Services facility, the 2010 "Needs Assessment, Feasibility, and Building Program Study" by Shelter Planners of America, and meetings with Animal Services Manager Eric Anderson.

Building Floor Area:	16,000 square feet
Outdoor Runs:	3,000
Incinerator, Cold Storage:	2,000
Sally Port, Truck Wash, Truck Parking (8 trucks):	4,200
Disaster Response Equipment:	1,200
Visitor Parking (15 spaces):	5,300
Staff Parking (20 spaces):	7,000
Large Animal Pens:	27,000
Subtotal:	65,700
Additional 20% for Circulation, Landscaping:	13,140
<b>TOTAL:</b>	<b>78,840 square feet</b>

EXHIBIT B



LEGEND  
■■■■■ SITE BOUNDARY

SAN LUIS OBISPO COUNTY OPERATIONS CENTER  
PHASE 1 MASTER PLAN

**EXHIBIT C**

Cities	City Name	(Number of Shelter Service Provided)						Total	Percent
		2013-14		2014-15		2015-16			
		Full Yr.		Full Yr.		Full Yr.			
1	Arroyo Grande	286	7%	427	11%	291	8%	1,004	8.39%
2	Atascadero	476	12%	600	15%	643	17%	1,719	14.37%
3	Grover Beach	167	4%	142	4%	135	4%	444	3.71%
4	Morro Bay	126	3%	143	4%	118	3%	387	3.23%
5	Paso Robles	724	18%	734	18%	792	21%	2,250	18.81%
6	Pismo Beach	57	1%	61	2%	54	1%	172	1.44%
	San Luis								
7	Obispo	482	12%	486	12%	479	12%	1,447	12.09%
99	Unincorporated	1,745	43%	1,464	36%	1,332	35%	4,541	37.96%
		4,063		4,057		3,844		11,964	100.00%

## EXHIBIT D

	Initial Estimate (a)	County-Only Costs (b)	Estimated Costs after County-Only costs (a-b)	Costs Shared Proportionally by Cities Only (c)	"Estimated Project Construction Costs" (a-b-c)
<b>BUILDING &amp; SITE HARD COSTS</b>					
Construction (Building & Site Improvements)	\$ 7,840,000		\$ 7,840,000		\$ 7,840,000
Construction Contingency	836,500		836,500		836,500
Oklahoma Ave./ Utility Extension	525,000	348,967	176,033	176,033	
<b>BLDG &amp; SITE HARD COSTS SUBTOTAL:</b>	<b>9,201,500</b>	<b>348,967</b>	<b>8,852,533</b>	<b>176,033</b>	<b>8,676,500</b>
<b>INTERIOR HARD COSTS</b>					
Fixtures, Furniture & Equipment	400,000		400,000		400,000
Telephone/Data/Security	160,000		160,000		160,000
<b>INTERIOR HARD COSTS SUBTOTAL:</b>	<b>560,000</b>		<b>560,000</b>		<b>560,000</b>
<b>HARD COSTS SUBTOTAL:</b>	<b>9,761,500</b>	<b>348,967</b>	<b>9,412,533</b>	<b>176,033</b>	<b>9,236,500</b>
<b>SOFT COSTS</b>					
<b>ADMINISTRATION</b>					
County Administration & Project Management	500,000		500,000		500,000
<b>PROFESSIONAL SERVICES</b>					
Architectural/Engineering Design Consultants	920,000		920,000		920,000
Construction Management	450,000		450,000		450,000
Testing & Inspection	310,000		310,000		310,000
Surveys, Geotech., Env. Mitigation	250,000		250,000		250,000
Permits & Fees	105,000		105,000		105,000
Storm Water Pollution Prevention Plan	170,000		170,000		170,000
<b>MISCELLANEOUS</b>					
Project Development Contingency	650,000		650,000		650,000
Escalation	585,000		585,000		585,000
<b>SOFT COSTS SUBTOTAL:</b>	<b>3,940,000</b>		<b>3,940,000</b>		<b>3,940,000</b>
<b>OTHER COSTS</b>					
Remaining depreciation value of existing facility	168,800	168,800			
Demolition of existing facility	200,000	200,000			
Land Cost (2 acres)	737,500	737,500			
<b>OTHER COSTS SUBTOTAL:</b>	<b>1,106,300</b>	<b>1,106,300</b>			
	<b>\$ 14,807,800</b>	<b>\$ 1,455,267</b>	<b>\$ 13,352,533</b>	<b>\$ 176,033</b>	<b>\$ 13,176,500</b>
<b>Financing Costs- Low end estimate</b>					
Estimated Project Construction Costs					\$ 13,176,500
Estimated Project Financing Costs @ 3.5%					\$ 7,556,392
Annual Debt Service					\$ 829,316
<b>Financing Costs- High end estimate</b>					
Estimated Project Construction Costs plus 10%					\$ 14,494,150
Estimated Project Financing Costs @ 5.0%					\$ 11,618,328
Annual Debt Service					\$ 1,044,499



Needs Assessment, Feasibility, &  
 Building Program Study for  
**The County of San Luis**  
**Obispo**

**Animal Service Division**  
 855 Oklahoma Ave  
 San Luis Obispo, CA 93406





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# I. Scope of Study

This study was authorized by the County of San Luis Obispo in order to accurately examine the current status of the present facility and operations and future shelter building needs for the County . The study takes into account demographic trends, the number of animals handled in recent years, the proposed construction budget, operating budget, operational programs, human population level served, current and future staffing levels and agency objectives and goals.



***Front View of Existing Shelter at 885 Oklahoma Ave. It is In urgent need of renovation, expansion and improvement of the animal holding areas.***



Because this Needs Assessment, Feasibility & Building Program Study focuses on the requirements of a expanded and remodeled building, many factors are examined in detail, including: existing shelter status, site considerations, size of the needed additions, size of the needed facility expansion, type of construction, layout, materials, finishes, areas of program expansion, and construction and operating costs. A complete listing is made of all spaces needed, square footage, special features, special equipment needed, animal capacities, and a projected operating and construction budget for the bigger facility.

The Study will examine the most pressing remodel needs in the current shelter. We will also examine what building additions could be made within the present budget and what other additions may be made at a later date when additional funds are available. A pressing need is to enlarge and improve cat adoption and holding areas and to improve the dog kennels.

A complete listing is made of all spaces needed and square footage based on our discussions with staff and management. Also covered are special features, special equipment needed, animal capacities, a projected operating budget, construction budget and operational considerations. The goal of this Needs Assessment, Feasibility & Building Program Study is to provide the County of San Luis Obispo with all the critical considerations and recommended approaches needed to define the future direction and shelter remodel needs. From this study, a complete long-term building program can be developed in a timely and cost effective manner.

It should be understood this study is the first step in planning the shelter remodel and additions. The second step will be to develop the building floor plan based on this approved Building Program. The third and final step will be development of the working drawings and specifications for competitive bidding.

## II. Demographics

### A. Population, Animal Levels & Programs

The County of San Luis Obispo Shelter serves a people population of approximately 265,000. This includes the City of San Luis Obispo plus six other cities. The number of stray and owner released unwanted dogs and cats currently handled yearly by the County of San Luis Obispo Shelter is approximately 4,826. This total is composed of approximately 2,346 dogs and 2,480 cats. People population is estimated to grow to approximately 330,000 by the year 2030 which could increase shelter animal numbers to 8,250 for all local shelters.

We estimate the number of animals normally generated yearly from the area population of 265,000 to be 2.5% of the human population. (Nationally the proportion runs between 3% and 4%.) This would translate into potentially 6,625 animals turned into all of the local shelters annually. Since the County of San Luis Obispo Shelter handles about 4,826 animals yearly it means the other shelters and organizations in the County are handling approximately 1,799 animals per year. This would include the Woods Humane Society, the North County Humane Society (cats only) in Atascadero and HART in Cambria.

The underlying overpopulation of pets is caused by irresponsible pet ownership and uncontrolled breeding of pets. Although animal overpopulation is beginning to come down nationwide due to remedial programs, it can be countered by increasing human population in San Luis Obispo and a public not acting as responsible pet owners.





***As cute as these puppies are, irresponsible pet ownership and uncontrolled breeding results in about 589 animals being euthanized each year at the County of San Luis Obispo shelter.***

Of the animals presently received by the County of San Luis Obispo Shelter, approximately 57% (2,751) are adopted directly or turned over to Woods Humane Society for adoption, 17% (838) are returned to their owners and 12% (589) are euthanized of the total number of animals received. It should be noted that the above figures total 4,178 animals rather than the stated animal intake of 4,826. This difference of 648 animals should be examined by the shelter management to determine where the discrepancy occurs. The number of adoptions is very good (with the help of Woods Humane Society), the number of returns to owners is about average when compared to other similar sized shelters. Many modern, visitor friendly shelters around the country today have adoption rates of 40 - 60%, return to owner rates of 10 - 20% and euthanasia rates of 20 - 45%.

With a remodeled, more visitor friendly facility, the County of San Luis Obispo will be able to strengthen its programs to increase visitors and adoptions to higher levels, increase returns of lost dogs and cats to owners and strengthen its preventative and remedial programs.

Examples of important critical preventative programs are: strict follow through on spay/neuter for adopted pets, low cost spay neuter programs for the general public, free collar and ID tag program for all pets, owner education, foster pet homes, pet health and behavior rehabilitation, counselling for pet owners with problems keeping their pets, progressive, responsible owner ordinances, a well designed local web-site for animal adoptions and lost animal identification, use of web based adoptions such a Petfinders.com and ongoing, well promoted, shelter adoption programs including expanded evening and weekend hours.

## **B. Current Number of Staff & Operating Budget**

The present animal shelter and animal control staff consists of twenty one staff positions as follows:

### **ANIMAL SHELTER STAFFING:**

1. Animal Service Manager
2. Shelter Supervisor
3. Registered Vet Technician
4. Kennel Worker
5. Kennel Worker
6. Kennel Worker

- 7. Humane Education
- 8. ACO Supervisor
- 9. Lead ACO
- 10-15 ACO
- 16. Administrative Service Officer
- 17. Senior Account Clerk
- 18-21 Administrative Assistants

The full time staffing level is average levels compared to most shelters across the Country handling approximately the same number of animals. Normal staffing levels would be between 20 and 25 positions for a shelter handling 4,826 animals per year (including animal control).

The present annual total operating budget is \$2,600,000. The average cost per animal handled is \$539 based on 4,826 animals and the \$2,600,000 total operational budget. Nationally, most animal shelter operational budgets range between \$250 and \$500 per animal . The County of San Luis Obispo shelter budget is presently in the upper range.



## III. Current Building Status

### A. Conditions and Capacities



***View of the front public receiving lobby showing a very cramped and limited area for the public and transactions***

The present original shelter was built in 1972 and is approximately 37 years old. The present facility contains approximately 9,925 square feet. The administrative areas of the building are in generally good condition although the public reception area is minimum. The entrance for the public into the dog kennels is problematic in that they must go back outside (from reception desk) and then ask for the kennel door to be unlocked before entering the kennels. Kennels should be open and easily accessed by the public during business hours.

The shelter currently has 48 dog runs plus 8 quarantine runs and 2 isolation runs. The kennels are built as an indoor/outdoor design.

In the cat areas there are a total of 3 cat rooms plus isolation and quarantine areas. Total cat cages number about 75. Unfortunately, when these rooms were built in 1996, there was little concern about making them visitor friendly. For instance, no windows were put in

these spaces and no cat community areas were included.



***The cat rooms are not very inviting to the public.***

The dog kennels are built with little provision for noise control, there is also an undesirable gutter style drainage design, plus poor floor and wall finishes. The kennels have the look of an industrial

warehouse. This is exactly the opposite of the welcoming, pleasant look needed to encourage the public to visit for adoptions and returns.



***Kennels are noisy and unpleasant for the public to visit.***



Generally, the building was not very well laid out for its purpose as an animal shelter. The dog kennels were not designed for ease of cleaning and maintaining the animals. Staff are making every effort to maintain and operate the shelter in the best way possibly. They should be congratulated for a good job being done with an older, inadequate building.

The building lacks good circulation and flow patterns for the staff and public. The entrances for public visitors and animal receiving are not well defined and create additional work for staff and confusion for the public. The shelter was built with average quality materials and finishes.

The cooling, heating and ventilation systems are outdated and are not providing the needed fresh air exchange and air purification for the animal's health protection. Typically, unless a shelter is designed by specialists, the HVAC systems will not be engineered for the special health needs of animals.

Another area of concern with the present facility is the night drop boxes for animals. Most new shelters today do not use night drops as they encourage the public to leave animals without discussing with the shelter staff why they are disposing of the animal and what alternate solutions they might consider. Additionally, animals are

often dropped off without adequate information about recent bites, health or behavior conditions.



***The present night drop box is located on the left of the building. This type of system is not used by most new shelters being built today.***

A better solution is to have one staff person on duty in the evening until 10 or 12 p.m. This staff position can be rotated each week among shelter staff. The person would come in around 4 p.m. and be responsible for feeding any infant animals at night, some night time kennel pick-up of feces, monitoring any sick animal, receiving any pets being brought in at night, answering phone calls and responding to any injured animal emergency. (To respond to emergencies, they would lock up and leave a sign on the door stating their return time.)

The kennels are at present generally locked to the public. In a remodelled building, we would urge allowing the public to view all kennels to maximize identification of lost animals by friends or neighbors and to facilitate the possible adoption of strays after their holding period. In the expanded building, isolation kennels will protect the public but still allow the animals to be viewed through windows for identification.

Cat adoption and stray cat holding rooms should allow the public to view and interact with the cats. Disease is spread more by contaminated air and surfaces than by human touch. Even if a shelter prohibits the public from touching animals, the staff must handle the animals throughout the day, eliminating any benefit from preventing the public from interacting. The animals need touch and attention from people and the public wants to interact and fall in love with the pets.

Part of the challenge and difficulty in expanding the current building is to develop a layout that will provide the spaces the shelter needs in such a way that everything works together as if the building was designed as a whole. With the long experience of Shelter Planners of America, we can resolve many of the problems with the present layout.



***This view shows the public corridor. New cat condos and exotic built in displays can be remodelled along the left wall with new ceiling and finishes to improve appearance.***



# IV. Recommendations for an Expanded Shelter

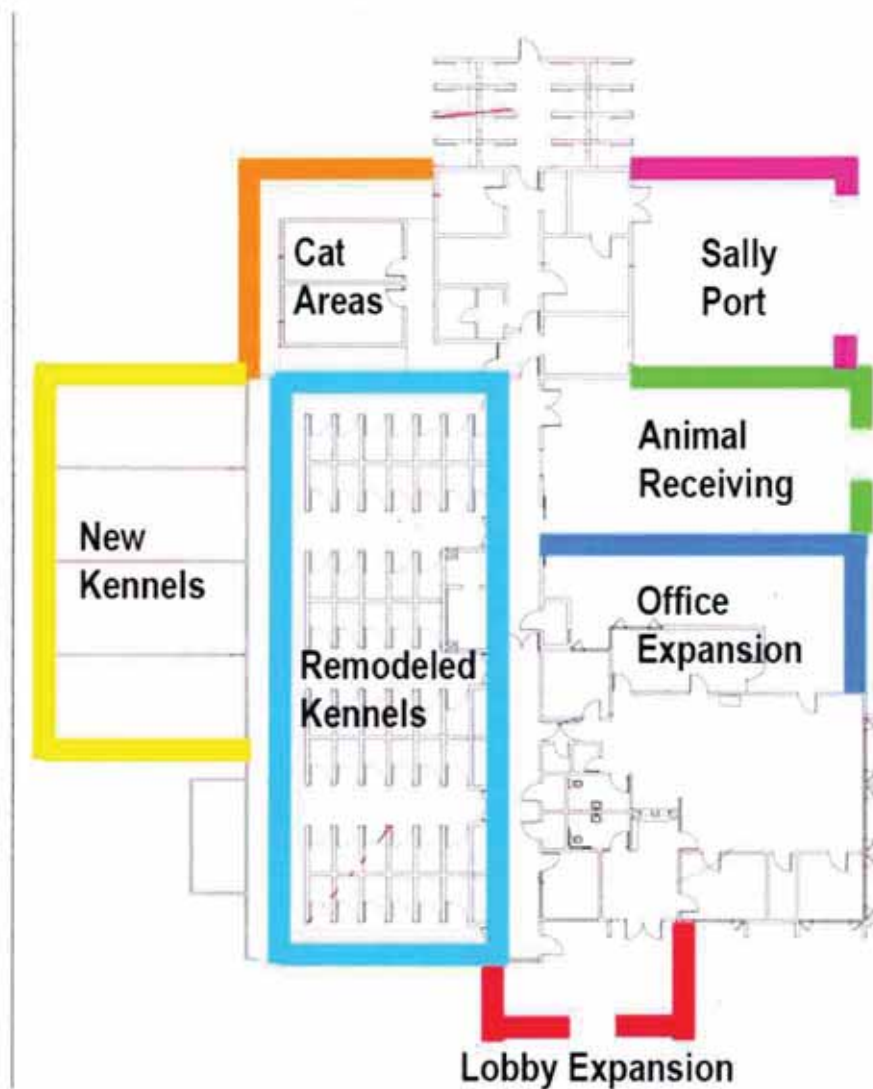
## A. Site Considerations

The suggested additions to the County of San Luis Obispo animal control shelter will be attached to the present structures and utilize the present site. We are suggesting a new kennel addition on the left of the building. There is also a suggested new cat wing on the left, holding the new cat community rooms and cage adoption rooms. The driveway to the rear of the building will need to be retained. The new cat wing will allow the front office and public lobby to be expanded and have natural window light and a view.



***The suggested new animal intake area can be created in the right side area that presently contains the sally port.***

The County of San Luis Obispo has a relatively large site but limited in building area due to poor soil conditions. Nearly military installation behind the site also limits expansion to the rear. Because of the shelter location off the highway, we would suggest new larger highway signs be installed at appropriate intersections to help identify the shelter.



***Building plan showing proposed expansion of the Public Lobby, Cat Adoption Rooms, new Dog Kennels and remodeling of the old original dog kennel***

## B. Design Concept

We are suggesting seven separate remodeling phases for the County of San Luis Obispo to consider. This will allow the County to examine and select each area that needs remodeling and factor in the estimated related costs. The desired remodeled areas can either be combined into one project that falls within the current building budget, or remodeled areas can be done one at a time as money is available. We are listing the phases in order of what we feel is the highest priority.

**1. The first phase** is a 694 square foot expansion and remodel of the Front Public Lobby. We have given this phase the number one priority, not because it is more important than the cat and dog areas remodel, but because this area is a significant flaw in the present building design and need to be corrected to maximize the number of visitors and adoptors. This addition would extend the front lobby outwardly and enclose the current exterior entrance door to the kennel and cat rooms thereby allowing it to remain unlocked, accessible and welcoming to the visiting public. It will also expand the public waiting area and will have space to accomodate a pet supply sales alcove. The staff/public work counter will expand from the present 8' long to to 18' long. Moving the counter location forward 24 feet will create and additional 312 square feet of usable open office area.





***This photo shows a similar 18 foot long counter and how the new longer public transaction counter can look once the expanded front lobby is completed.***

**2. The second phase** will be a complete demolition and rebuild of the two present cat rooms added 12 years ago. This new addition will be enlarged from the present 598 square feet to a new cat wing of 1,400 square feet. This cat adoption wing will house 2 large cat community rooms with sun porches, 1 kitten community room with sun porch, stray cat cage room, cat adoption cage room, cat isolation room, feral cat room, support spaces and a cat get acquainted room, This new cat wing will be open and airy with glass store fronts looking into the rooms plus large glass windows to bring in sunlight and natural views.



***A view into a cat community room similar to what is proposed. The room has a glass storefront plus large windows for plenty of sunlight. Cats have furniture, plants and play toys to make their shelter stay healthy and homelike.***

A second, more extensive option for the new cat wing would be to relocate it where the present sally port is now. In this option, a new animal intake and receiving area and additional offices would be combined with the cat wing for a new addition of approximately 2,100 square feet. The crematorium, freezer and sally port intake areas would be moved further to the back of the building on the same right side.

**3. A third phase** will be the remodeling of the present 4,500 square foot dog kennels and corridor. This updating will include new, water resistant acoustical tile ceilings to quiet the kennels. The clearstory skylights will remain as they are. New, flush fluorescent lighting installed in the ceiling to keep the kennels bright even on cloudy days. New epoxy floor and wall finishes will be installed in each dog kennel, new automatic waterers installed in each kennel plus new



stone look, porcelain tile kennel corridor floors, for ease of cleaning, sanitation and a fresh, welcoming look. Three new large windows will be installed in the front kennel wall to bring in a nice outdoor view for the public as they first enter the dog kennels. The present heavy wooden sliding barn doors will be removed and replaced with glass store front walls and self closing glass doors (or sliding glass doors if preferred). New sliding aluminum kennel gates will be installed and a new central HVAC duct system to provide needed air exchange, cooling and heat. (The kennel presently has no effective heat and no cooling.)



***Example of new kennels in a remodeled shelter. Notice the sliding aluminum gates, the high lighting levels and sound absorbing ceiling.***

The main public corridor leading by the kennels to the cat areas will also be updated with a new acoustical tile ceiling, new wall finishes and new stone look tile floor, new lighting and new aluminum

framed glass store front doors leading into the kennels. These doors will reduce barking noise coming from the kennels. With the corridor isolated from barking noise, the small rooms along the left of the corridor can be remodeled as cat condos (which can hold 2 to 4 cats each), small mammals cages and reptile holding cages.

**4. The forth phase is a new indoor/outdoor dog kennel addition** on the left side of the building. This new kennel will consist of two kennel wings (holding 12 kennels each) approximately 880 square feet each for a total of 1,760 square feet. These new indoor/outdoor kennels will occupy the outdoor area that now holds the exercise yards thereby requiring relocating the exercise yards to the opposite side of the building. There will be a new fresh air HVAC system to serve each kennel wing. The new addition will have "natural stone look" tile corridor floors, new epoxy floors within each dog pen, new sound absorbing ceilings and high level lighting and new aluminum sliding gate kenneling.





***This view shows how the new indoor/outdoor kennels could look. There would be a raised outdoor planter rather than the lawn area shown in this photo.***

**5. Phase five will be a new animal intake/receiving addition.**

This addition will be located in half of what is currently the sally port. The addition will be approximately 1,050 square feet and will include a public intake lobby and office, a dog receiving room, a cat receiving room, clinic room, temperament testing room and support spaces.

**6. Phase six will be a new administrative addition.** This phase will logically connect with phase five, the animal intake/receiving phase. The addition will be approximately 1,050 square feet and will include four new offices (Shelter Supervisor, Vet Tech, ACO Supervisors Office, Volunteer Coordinator).

**7. Phase seven includes relocating the sally port.** This phase will logically connect with phase five and six, the animal intake/receiving and administrative addition phases. The new sally port area will be approximately 1,925 square feet and will include the present crematorium and freezer.

## **C. Interior Features**

Shelters built in the past did not have the advantage of using many of the new innovative materials and equipment available only in recent years. Animal shelters of today are no longer just "warehouse structures" with cages lined down the walls. Shelters are very specialized buildings which are more like shopping malls than warehouses in construction. A high level of quality is needed

if the facility is to be able to keep animals healthy, display them in attractive settings and hold up under heavy daily cleaning and wear.

The overall goal is to make the shelter a place where employees feel positive and the public enjoys visiting for pet adoption, pet retrieval and other animal services. Most importantly, the shelter must house animals in the healthiest, least stressful manner possible.

The County of San Luis Obispo shelter remodel should be planned to include central washing equipment, central animal watering systems, flushing floor drains, air purification systems, heated kennel floors, noise control systems and long-lasting, easily cleaned and disinfected wall and floor finishes. Following are examples of some of the special equipment that will be used in the new remodeled shelter:



#### ***A System You Can Count On***

This washing stand alone wall mounted system is designed for small to medium sized operations and is perfect for high volume cleaning jobs.

Versatile, economical and powerful, this system can be customized to fit your sanitizing needs via a wide range of accessories. Plus, because this washing wall mounted station is attached directly to the wall, it is a very secure system to use in a wide variety of locations.

Each wall-mount system features sturdy, non-corrosive stainless steel construction, and the vacuum formed ABS covers come solid (for pump fed chemicals) or indented (for gravity fed chemicals). The stainless steel hose reel can hold up to 75 feet (22.9 m) of hose.



***Central pressure washing equipment allows the animal areas to be cleaned and disinfected in one very rapid process.***

### KENNEL FLOOR FINISH

**DESCRIPTION**

Fine, colored quartz aggregates are encapsulated in crystal clear epoxy resins to produce the decorative Ceramic Carpet flooring systems. During installation clear resins flood over tightly bonded, multi-colored granules filling depressions and glazing peaks providing a rich, "deep" to the speckled finished appearance. A textured surface profile results offering excellent skid-inhibiting properties while remaining easy to clean and maintain.

Ceramic Carpet is available in two basic types, #400 which may be installed at 1/2" x 1/4" and #425 which is always 1/4" but allows for faster project turnaround.

**USE**

The textured finish of the Ceramic Carpet systems make them ideal for showers, restrooms, lockers where skid-inhibition under wet conditions is essential. Other such areas include: kitchens, food service, laboratories, animal housing, laundry facilities. Ceramic Carpet is also well suited for any number of other "people" areas in commercial, institutional or industrial facilities. These include lobbies, corridors, showrooms, classrooms, vending areas and even manufacturing where an aesthetically pleasing flooring system is desired.

**KEY BENEFITS**

- Multi-colored, speckled look of fine, granular quartz aggregate in clear resins that won't show set.
- High wear and abrasion resistance
- Uniform skid-inhibiting surface
- Seamless, easy to clean and maintain
- Simple installation for fast project turnaround.



**The special trowel on kennel floor finish comes in an attractive array of earth tone colors to make kennels cheerful and bright. It also halts bacteria growth.**



## Insulated Pet Doors GUILLOTINE COMBO

The Only Insulated Pet Door/Guillotine Combo On The Market  
PERIOD.....



Simply the best Pet Door on the Market

**HEAVILY INSULATED FOR ALL EXTREME WEATHER CONDITIONS** Pet Doors are insulated with high density polystyrene and lined with 99% virgin insulated aluminum. The 0.20R Factor in the Combo Pet will maintain a 40° temperature difference in extreme weather conditions.

**HEAVY-DUTY FRAME CONSTRUCTION WITH DOUBLE ACTING HINGE** Heavy duty extruded aluminum frame that will not rust, crack or chip. Door closes automatically with a double acting concealed hinge.

**COMPETITIVE ATTRACTIVE FUNCTIONAL** Competitively priced with other Pet Doors and Guillotines on the market, however, the price/performance is receiving 200-300% more in value. The Pet Door/Guillotine Combo will improve the appearance of the kennel and its maintenance free.

**Shelter Planners of America uses special Guillotine doors that prevent loss of heated or cooled air from the kennel.**



**MODEL 1200**  
**AUTOMATIC**  
**KENNEL WATERER**

**Provides a constant supply of fresh water. Eliminates the time-consuming task of refilling water bowls. Saves on the expense of replacing damaged water bowls. Conserves water.**

**DRINKING BOWL CLEANS FAST AND EASY**



1. A quick 1/4 turn of optional water line valve shuts off water flow.



2. Slide latch bar with thumb to release the stainless steel drinking bowl.



3. The drinking bowl disconnects from the wall bracket and lifts out from under the float valve. Takes less than 10 seconds.

**Each animal Kennel is equipped with an automatic waterer so that animals always have fresh water available with no staff time required refilling bowls.**

**THE "WET" SHOWERBATH**



**CITED THROUGHOUT THE INDUSTRY AS A MAJOR GROOMING BREAKTHROUGH**

**Our Most Popular Tub**

Now you can have a free-standing tub, walk-up ramp, and backwash in one. The roll-in roll-out ramp with sure footing provides easy access to tub. From the bottom of the ramp the animal has a good view inside, so they have a good idea where they are going. This tub will accommodate breeds up to 300 lbs. Tub made with a full 18 gauge stainless steel liner. Standard features include an easy removable plexiglass door, roll-in roll-out walk-in ramp, four eye-hooks installed in backwash, built-in tub strainer, stopper, faucet, sprayer, hose, and hose hook. Outside surface is finished in your color choice of 6 easy-to-care-for laminates. Use your own or back cover.

**OPTIONAL EQUIPMENT**

Upper and lower cabinets with sliding doors, upgrade nail trim, floor hydro, tub rack and upgrade faucet. (See pages 6, 7, 8)

**MODEL NO. DIMENSIONS**

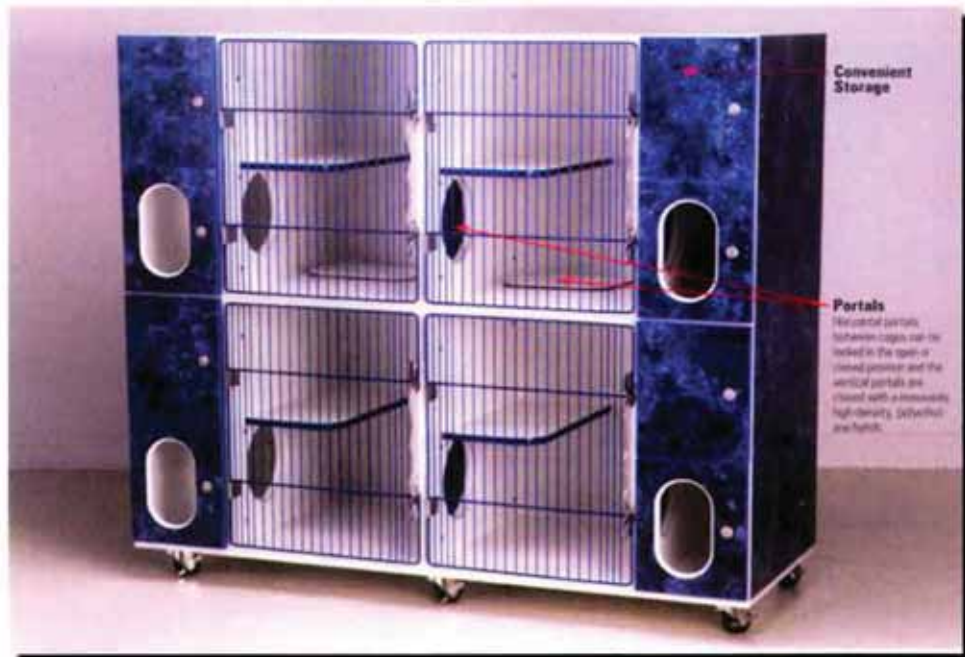
<b>WET</b>	<b>TUB ONLY</b>	<b>58" H x 48" L x 24" W x 15" D</b> Ramp extends 41" off front edge of tub
<b>480W</b>	<b>OPTIONAL OVERHEAD and LOWER CABINETS</b>	<b>16" H x 48" W x 12" D</b>

**The Shelter will have a professional grooming tub that animals can be walked into through a swinging door.**





**Dog Kennels with upper half in tempered glass allows a clear view of the dogs as the public walks through.**



**These new style cat cages have individual litter box compartments and positive air exhaust from each cage.**

There are a number of design considerations which must be incorporated into the County of San Luis Obispo shelter remodel and additions in order for it to be a success. These concern how animals are received and housed, how the building is cleaned and disinfected, how heat, ventilation and air exchange are provided, and how public circulation and work traffic patterns are organized. Some specific decisions that must be addressed by the County of San Luis Obispo are:

**A. Kennel function** - It must be decided whether the kennels are to be joint or single occupancy and how the animals will be moved to allow daily cleaning. In the present kennels, animals must be individually moved to outdoor exercise runs during cleaning. The floor drainage system is also an important owner decision. In the new kennel addition, we recommend new floors sloped to individual drains and elimination of shared drains which are difficult to clean and cause sanitation and animal health concerns. In the existing kennels, we would install new sound absorbing ceiling, new high level recessed lighting, install the new sliding gates, and new epoxy flooring in each dog kennel and natural "stone look" tile flooring finishes in the kennel walkways.



***New Cat Condo adoption rooms can be opened up with view windows from public corridors.***

**B. Cat Quarters** - We have found that cat community display areas (cat community rooms or condos) can greatly increase cat adoptions. However, cats housed together must have been health checked and vaccinated prior to being placed together. Cat cages can have special air exhaust in each cage to control odors and stop spread of air borne disease.

**C. Small Breed & Puppy areas** - It is normally desirable to have some puppy and small breed holding separate from the adult kennels for improved disease control. The present shelter has no separate puppy holding. If phases 5 & 6 are undertaken, this could be an opportunity to include a puppy room.



## **D. Animal Capacity**

Currently about 2,346 dogs are handled per year with 48 indoor runs, 8 quarantine runs and 2 isolation runs. This present holding number results in an average 7 to 8 day stay per dog (1 dog per run, not counting quarantine and isolation). With the remodeling being suggested and the new 24 kennel wing added, the shelter would have a new total of 72 holding for an average stay of 10 to 11 days. These added pens would allow the shelter to hold more animals and maintain a less crowded condition in the kennels. It is advisable to maintain a few empty runs in the kennels each day to accommodate new incoming animals.

Currently about 2,480 cats are handled per year with a 75 total holding capacity. The present Cat housing room 1 holds 18 cats, housing room 2 holds 24, cat housing room 3 holds 21 cats, 6 in isolation, 6 in quarantine. This capacity results in a 9 to 10 day average stay per cat (1 cat per cage) not including isolation and quarantine. The new cat wing will expand holding to 85-95 cats resulting in an average of 13 day stay.

One concern we have is whether lost cats are being viewed by the general public? If the public is allowed to view all lost cats, sometimes a neighbor will identify someone else's cat allowing the owner to be notified. Having open stray rooms and kennels means a greater possibility that someone visiting the shelter will see their lost cat.



## E. Proposed Spaces for New & Remodeled Areas

Following are the suggested square footage the remodeled animal control shelter designed to meet the needs of the County of San Luis Obispo (\*Spaces shown in red are totally new addition square footage. \*Spaces shown in green are remodeled or relocated.

### PHASE ONE, FRONT PUBLIC LOBBY:

* Addition to front Public Lobby	694 sf
* Remodeled Front Office (behind counter )	<u>312sf</u>
Sub Total	1,006 sf

### PHASE TWO, NEW CAT WING:

* New Cat Wing to include 2 cat community rooms,	
* kitten community room, stray cat room,	
* cat adoption room, cat observation room,	
* cat get acquainted room, support spaces	
	<u>1400 sf</u>
Sub Total	1,400 sf

**PHASE THREE, DOG KENNEL REMODEL:**

*Remodeled Dog Kennel (48 kennels)	3,630 sf
*Remodeled exotic display and cat condos in corridor	170 sf
*Remodeled Public Corridor	<u>700 sf</u>
Sub Total	4,500 sf

**PHASE FOUR, NEW INDOOR/OUTDOOR DOG KENNEL:**

* New indoor/outdoor dog kennel - 2 wings (24 runs)	1,760 sf
(exterior runs)	(960) sf
*cleaning equipment storage	60 sf
* mechanical equipment rooms (2)	120 sf
* get acquainted room	<u>60 sf</u>
Sub Total	2,000 sf
(exterior)	(960) sf

**PHASE FIVE, NEW ANIMAL INTAKE/RECEIVING:**

* new public intake lobby and receiving,	
* dog receiving, cat receiving,	
* clinic, temperment testing, support spaces,	
	<u>1,050 sf</u>
Sub Total	1,050 sf

**PHASE SIX, NEW ADMINISTRATION ADDITION:**

* new offices: Shelter Supervisor, Vet Tech,	
* ACO Supervisor, Volunteer Coordinator,	
	<u>1,050 sf</u>
Sub Total	1,050 sf

**PHASE SEVEN, NEW SALLY PORT:**

- \* covered parking for two vehicles,
- \* relocated crematorium and freezer

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	(1,925 sf)
Sub Total	(1,925 sf)

<b>TOTAL NEW ADDITION INTERIOR SQUARE FOOTAGE</b>	<b>6,194 SF</b>
<b>TOTAL NEW EXTERIOR SQUARE FOOTAGE (RUNS)</b>	<b>(2,885) SF</b>
<b>TOTAL REMODELED SQUARE FOOTAGE</b>	<b>4,812 SF</b>

**F. Preliminary Estimated Construction Budget for a Remodeled and Expanded Shelter**

Following are construction estimates for an expanded and remodeled shelter facility of approximately 4,812 sf existing remodeled, 6,194 sf new additions, plus 2,885 sf of new exterior areas. These estimates are based on costs we are seeing in other similar areas around the Country.

**Phase One, New Front Public Lobby -**

694 sf @ \$245 sf Addition to Public Lobby	\$170,275
312 sf @ \$20 sf Remodel area behind counter	\$6,240

**Phase Two, New Cat Wing -**

1,400 sf @ \$265 sf Cat & Kitten Community Rooms stray cats, adoption cats, observation, get acquainted and support spaces \$371,000

**Phase Three, Remodel Dog Kennel -**

3,630 sf @ \$60 sf Remodeling of 48 dog kennel \$217,800  
170 sf @ \$50 sf Remodel exotic and cat condos \$8,500  
700 sf @ 50 sf Remodel of Public Corridor \$28,000

**Phase Four, New Indoor/Outdoor Dog Kennel -**

1,760 sf @ \$275 sf 24 new dog kennels \$484,000  
(960 sf) @ \$55 sf (exterior) 24 runs (\$52,800)

**Phase Five, New Animal Intake/Receiving-**

1,050 sf @ \$265 new intake lobby, dog & cat receiving, clinic, temperament testing and support spaces \$278,250

**Phase Six, New Administrative Addition -**

1,050 sf @ \$245 sf Four new offices \$257,250

**Phase Seven, New Sally Port-**

1,925 sf @ \$55 sf (exterior) New covered parking, relocate crematorium and freezer (\$101,875)

**TOTAL ESTIMATED CONSTRUCTION FOR PHASE 1 THROUGH 3 : \$801,818**

**Site work, permits, A&E Fees add 20% \$160,363**

**TOTAL ESTIMATED CONSTRUCTION FOR PHASE 4 THROUGH 7: \$1,174,175**

**Site work, permits, A&E Fees add 20% \$234,835**



## G. Facility Staffing

For an expanded shelter operation (phase 1 through 3) of 12,019 square feet, handling 4,800 to 6,000 animals per year, there will be a need to employ sufficient staff to operate the additional 2,094 sq. ft. larger shelter and maintain the animals in a proper manner.

The most important job for any shelter, is to provide the very best care for the animals in its possession. Because of this, we feel the animal care staff should be well trained employees who have the greatest concern for the animal's welfare as their overriding motivation rather than serving court ordered time. We feel inmate assistance should be used (if at all) for backup to trained kennel staff and under immediate, continued supervision.

Recommended staffing for the shelter facility based on average staffing levels of similar sized shelters around the Country. This listing is to allow shelter management to review a typical staffing level for shelters of this size, not to suggest specific changes in staffing:

### POSITIONS:

1. Director
2. Director's Assistant
2. Office Manager
3. Bookkeeping
4. - 6. Receptionist, Animal Returns and Adoptions
7. Humane Educator

8. Kennel Manager
9. Veterinarian
10. Vet Technician
11. - 15. Animal Care Staff
16. ACO Supervisor
17. - 22. ACO positions
23. Building Maintenance

## V. Operational Considerations

With any proposed remodeled shelter there are a number of operational considerations which can impact the design of the building. These considerations include policies about how many and how long to hold animals, how animals are displayed, spay neuter programs, pet ID programs, temperament testing programs, shelter hours and adoption programs, night drop boxes, satellite adoption locations, return to owner procedures, education programs, etc. All of these and other operational programs will require certain size and type spaces and rooms. Therefore, it is worthwhile to consider the impact of present operational procedures as well as alternate approaches as the building remodel is being planned. Some of these relevant topics are discussed in the following section.

### A. Will Holding More Animals, For Longer Periods Of Time, Increase Adoptions?

The question is often asked, "If we hold more animals for longer times won't more be adopted?" The two following examples can

help shelter staff, the public and management understand this frequently misunderstood question.

Before we examine the questions however, we want to emphasize the importance of all healthy animals being provided as long a stay as is reasonable. As long as animals are emotionally and physically healthy, it is reasonable to extend their stay. However, dogs (or cats) should not be kenneled so long that it adversely affects their behavior, causing emotional depression, withdrawal, pacing, spinning, barking and aggression (can frequently occur if held beyond about 4 weeks).

**NOTE:**

**(A shelter may hold a selected animal an extended period of time and finally get it adopted, but other animals are being euthanized to allow that one animal to occupy its cage longer. This is the scenario that causes people to think incorrectly, "If we could just hold all animals longer, they would all eventually be adopted".)**

This issue often becomes confusing for many people when trying to understand the value (or lack thereof) of building bigger and bigger shelters and holding more animals for longer periods. The following examples will help facilitate understanding:

1. In the first example, assume the shelter holds animals an average of TWO weeks each during a one year period. During the year, 175 people per month visit with the intention to adopt a pet. How many animals could be adopted in that year? If every visitor adopted, you would adopt 2,100 animals.



Now, assume the shelter kept every animal FOUR weeks (twice as long) during a one year period. The same 175 people per month visited with the intention to adopt a pet. How many animals could be adopted in a year? If every visitor adopted, the shelter would still adopt 2,100 animals. As can clearly be seen, holding animals longer, by itself, does not affect the number adopted.



***It is important that shelter staff make an informed decision of how many animals to hold at any given time and how long to hold each animal.***

2. In this second example, the shelter holds about 100 animals available for adoption at all times. The same 175 people visit per month with the intention to adopt a pet. How many will be adopted in one year? If every visitor adopts, the shelter will have 2,100 adoptions in one year.

Now, assume the County of San Luis Obispo builds a shelter with twice as many kennels, holding about 200 animals at all times, how many will then be adopted? If all of the 175 visitors adopted, the shelter would still adopt 2,100 animals. As can be seen, holding twice as many animals does not affect the number adopted.



The conclusion of these examples is this: The only factor that truly affects the number of animals the shelter adopts is the number of people who visit your shelter with the intention of adopting. Holding animals longer and holding many more animals does not significantly increase adoptions.

TO INCREASE ADOPTIONS, YOU MUST INCREASE THE NUMBER OF VISITORS (WHO WANT TO ADOPT). This is done through a good visible shelter location, visibility of all animals in the shelter, expanded weekend and evening hours, assistance from pet adoption organizations, web-site pet listings, an attractive welcoming shelter, well groomed and healthy animals, friendly staff, adoption requirements that are not too restrictive, reasonably low adoption fees, promotion of adoptions in all local media, satellite adoption locations, special adoption events, etc.

A certain percentage (about 40%) of homes in the San Luis Obispo County area will always own pets, no shelter can appreciably lower or raise that number. Euthanasia of surplus animals will never reduce that number as more animals will be acquired. The goal is to have as many locally owned pets be adopted from the shelter as possible (spayed and neutered) which will reduce the future number of surplus, and unwanted animals.

#### **B. Closed Stray Kennels Increase Euthanasia and Reduce Adoptions.**

The San Luis Obispo County shelter has a return to owner rate of about 17% of total animals received. Many new shelters are able to reach 20% return to owner rates.

The public should have free access to all stray holding areas (except isolation or quarantine). Some shelters don't allow this because of concern that illness may be conveyed or the animals have not been temperament tested and someone might be bitten, or a person may claim an animal that is not theirs or become interested in adopting an animal that will not be qualified for adoption. Although these are valid issues, there will be ways (in a remodeled building) to deal with these issues and still allow lost animals the benefits of being seen by the general public.

Consider the following points:

Often, when the general public is looking through stray animal areas, they will identify a neighbor's or friend's pet and be able to advise the shelter staff as to whom the pet belongs. Eliminating that possibility can lead to the euthanasia of the owned pet rather than the return to its owner.

Sometimes an owner of a lost animal will visit the shelter without explaining they lost an animal, or they tell the staff that they "just want to look at the animals". They walk through the open kennels looking for their animal, not knowing the strays are isolated out of view. They will leave, thinking their pet is not there and the animal may be euthanized as a result.

When an animal shelter prevents any stray animal from being seen by the general public, this also reduces the number of opportunities that could lead to an animal's adoption. Failing to give each animal the maximum exposure to the adopting public can lead to that animal being euthanized rather than finding a good, new home.

The attention and human touch the animals need and the opportunity the public wants most, is to interact and fall in love with a new pet. The animals, of course, benefit from receiving attention, a kind word and a caring touch. An example of this problem is seen in pet stores (where pets are isolated behind glass, not allowing the public to touch them) they often have depressed animals who lay in a cage corner not even responding to tapping on the glass.

**Several reasons are given by shelters for the procedure of keeping the general public restricted from stray kennels. Lets examine each stated reason and consider an better alternate solution.**

**Situation:** Shelter staff are concerned that someone may claim an animal that is not theirs.

**Solution:** No animal should be returned to an owner without proof of ownership in the form of one of the following: dog license, vet confirmation or records, photographs or bill of sale. In absence of these (or in addition to them) the shelter staff can observe how the animal responds to the person claiming to be the owner. Usually, the animal will react excitedly when they see their owner. Finally, if need be, the shelter staff could require the person claiming the pet to obtain a notarized statement, signed by two witnesses, stating they have knowledge the dog belongs to the person claiming the pet.

**Situation:** The animals may have illness or have not been temperament tested and the public may be bitten by an animal in the stray kennel causing problems obtaining liability insurance.

**Solution:** Any animal that is ill, frightened or aggressive should be placed in an isolation kennel (where the public can see through



view windows for identification) but not come in contact with the animal. Rarely do friendly animals bite visitors in shelters. Competent staff can usually tell, as soon as an animal arrives, if it is friendly or frightened and aggressive. This first observation does not require more extensive temperament testing. If the insurance company is advised that bite cases and aggressive animals are kept out of contact with the public, the insurer is normally satisfied.



***These type of Observation kennels, viewable by the public through glass corridor windows, allows ill dogs, bite cases and unfriendly animals to be seen but not touched by the public.***

**Situation:** The staff may be burdened with having to tell the public a certain animal is not ready for adoption.

**Solution:** The staff can list the possible adopters name and phone on the animal's record. The prospective adopter can be told if the animal is not returned to its owner, and is in good health, it will be available on a certain day. If the interested party returns on that day they can apply for the animal and, if approved, adopt the animal.



The shelter tells the adopters they reserve the right to place the animal with whoever they feel can provide the best home rather than "first come first served". This procedure is a little more work for the staff, but its important to allow every opportunity for a good adoption.

**Situation:** If the animal is euthanized before being made available for adoption, the staff may find it uncomfortable to explain what happened to the animal.

**Solution:** If the animal must be euthanized for health or behavior reasons before it can be made available for adoption, the public should be told the truth.

**Situation:** The shelter staff hopes to reduce the spread of disease by preventing people from touching the animals.

**Solution:** The major causes of disease in shelters are poor air quality, lack of daily sanitation and poor animal health care, including lack of daily observation. Keeping the public from touching an animal does not solve the problem of disease transfer because the staff is constantly handling all animals each day during cleaning and feeding procedures.

We urge all shelters to keep their stray cat and dog kennels open to the public. To be able to have safe, viewable stray kennels, the shelter should also have isolation and quarantine kennels for unfriendly dogs and bite cases and rooms for cat isolation. These kennels and rooms can be viewed by the public for identification through glass windows but they cannot touch the animals. In addition, there should be some isolation kennels for sick or injured animals completely out of public view.

### C. How To Prevent The Euthanasia of Any Lost Pet Coming Into The Shelter

Another extremely important area of preventative programming is ID tags. There should be an organized effort to get all animals in the San Luis Obispo Co. area tagged with a owner ID tag or dog license. Microchip ID's are also a terrific owner ID system, but a collar and tag can get the animal back to its owner without the need for the animal going to the shelter.



***Animals with owner ID tags will always be safe if they are lost. It is sad to know that many pets are destroyed because they had no identification.***

A free tag and collar program for the general public should be considered by the County of San Luis Obispo. This program would be implemented by volunteer school age children and adult volunteers setting up tables at their schools and in shopping malls and giving away free ID tags in a "Save our Pets" campaign.

A donor could probably be found to finance the modest cost of the numbered tags. (The tag should contain either the shelter phone, plus an identifying number or, better yet, the owners name, address and phone. There are free engraving machines available with the purchase of tags.) Certificates for a free collar at the shelter can also be given away with the tag. This certificate encourages people to visit the new shelter and see the animals for adoption.

For this program to succeed, a well planned campaign conducted by motivated volunteers is necessary. A half hearted attempt will not come close to getting all pets tagged. Every animal adopted at the shelter should also be fitted with a collar and tag before it walks out the door of the shelter.

The simple fact is, if every pet in the community is wearing an owner ID tag, no lost animal would need to be euthanized.

Additionally, these pet owners names can go into a data base and they can be mailed annual dog license renewals (plus newsletters).

#### **D. Emergency After Hours Animal Receiving, Rescue and Care**

The shelter presently has night drop-off cages for after hours. These are not satisfactory because complete background information is not usually received. The animal could have recently bitten or have temperment problems that are not revealed. For these reasons, we recommend shelters have a staff person on duty until about 10 p.m. to handle incoming strays or injured animals. All shelters should also have immediate and assured night and weekend emergency rescue and pickup service available for injured animals. This can be handled by the same staff person who is on night duty. This position should be rotated among day staff.



### **E. Humane Euthanasia Methods Used Exclusively**

The goal of every shelter is to return lost animals to their owners and find good homes for the balance of the animals. Unfortunately, there will be a surplus of animals that are not adopted for health or behavior reasons or a simple surplus caused by uncontrolled breeding.

For the animals that must be euthanized, it must be performed by a veterinarian or veterinarian trained individual using injection of sodium pentobarbital. This is the only truly humane method and it is important this procedure be verified and re-verified on a regular basis as being handled correctly.

### **F. Responsible Pet Owner Education Program to Solve Future Problems.**

The remodeled shelter for San Luis Obispo County should continue to expand its education programs to reach out into the community promoting a message of responsible pet ownership along with humane treatment of all animals. One very beneficial education program is obedience classes for pet owners.

The basic underlying message the education program promotes is the importance of all pet owners spaying and neutering all family pets. The other component of the program is to educate in basic, proper and humane animal care, feeding, housing and health care.



## V. Summary and Recommendations

The County of San Luis Obispo is faced with the need to expand and remodel its present animal control shelter so as to better serve the needs of the citizen population and their animals. The present shelter, located at 855 Oklahoma Ave. is inadequate in cat holding areas and outdated dog holding areas. The building was constructed in 1972 and had expansions in the 1997 and 2002. Unfortunately, the expansion did not address all of the needs and some original building design decisions were not the best.

The cat quarters are the most in need of improving. Presently there are three windowless rooms for cat cages. These are unappealing to the visiting public and have no provisions for cat community adoption rooms.

An entirely new cat wing could be built on the left side replacing the existing two cat cage rooms. This addition would give the cats two

large community rooms, a kitten community room plus new larger caged cat stray and adoption rooms.



***New Cat Community rooms with lots of natural window light will allow cats to be displayed in a home setting.***

There is also a real need to improve the dog kennels. The present kennels are nose-y, difficult to clean and have no central HVAC system to exchange inside air with fresh outside air .



***This is a remodeled "Jumbo Size" dog kennel to house two compatible dogs together. It has heated floors and germicidal floor finishes.***

The present kennels do not have all of the latest equipment and finishes available for shelters built today. These new finishes such as sound absorbing waterproof ceilings, better lighting, epoxy bacteria proof floor coverings, new kennel gates, automatic waterers, air purification systems and porcelain "stone look" tile floors in the kennel walkways would be installed during the remodel of the present kennels and the new kennel additions.

We are suggesting that the old kennels be completely updated including new HVAC systems. If the suggested new dog kennel wing is built, it would then allow vacating part of the old kennel area for remodeling without having to reduce animal numbers or disrupt



the ability of the shelter to function. If the new kennel wing is not built, the existing kennel will need to be remodeled one group of runs at a time to avoid greatly reducing holding capacity.

Another area that could benefit from remodeling and expansion would be the public lobby and intake area. The exterior entrance to the kennels with its locked door and need to summon someone to the window to let a visitor in, is a very poor design. We have included this space as having priority in our proposal because it adversely affects the number of visitors and potential adoptions.

The County of San Luis Obispo has a present site that will allow for the planned expanded public reception on the building front and the suggested cat room additions to be located on the left side.

The present site is located near a thoroughfare and passing traffic but cannot be seen from the highway. Visibility to passing traffic is one qualification that has great impact on a shelter's ability to increase visitors and increase adoptions. For that reason we suggest installing large signs at the highway turnoff to help identify the shelter location. Also, improving night lighting for the building, along with lighted front signage will help identify the shelter.

We believe the County of San Luis Obispo should plan for an expanded, remodeled building of approximately 12,019 square feet (phase 1-3) in order to provide expanded and updated cat holding and adoption facilities and remodeled dog kennels. The larger building will allow County of San Luis Obispo to present animals to

the public in the most attractive, healthy and appealing manner to increase adoptions.

Animal shelter remodeling today is quite different from how buildings were completed just ten years ago. Today a remodeled shelter is a specialized structure that includes disease control provisions, special air purification systems, specialized plumbing designs and well-designed, long-lasting kenneling equipment. A well-designed shelter is no longer a bare warehouse structure with chain link cages that may have been considered acceptable in the past.

The expanded building for San Luis Obispo should be built of long-lasting, easy to maintain materials. The design should include the latest in equipment and finishes to allow it to be easily cleaned and disinfected for the health of the animals. There should be sound control and sound deadening materials used to keep the building quiet inside and to keep noise from disturbing surrounding homes.

Based on the remodeling of similar buildings in comparable cost areas around the country, we estimate the recommended expanded and remodeled (phases 1 -3) will cost \$801,818. Once site work, walks, A&E fees, and permits are added, the final construction budget for phases 1 - 3 will be approximately \$962,181.

In the future as funds are available, phases 4 - 7 can be constructed to add new indoor/outdoor dog kennels, new animal intake, new administrative addition and new sally port. The costs for these additions is estimated at \$1,174,175. Site work, walks, A&E fees and permits will bring the total to \$1,409,010. These costs



projections are early estimate and will need to be adjusted as the project scope is fully defined.

The advantage of a remodeling project is that the project scope can be adjusted to meet the available budget. If this budget is too large, we can eliminate or downsize some of the planned spaces to



reduce costs.

***New attractive kennels and play yards will present the animals attractively to help assure finding homes for all adoptable animals.***

There is a strong feeling among the general public and people who support humanely run animal control shelters that facilities need to be designed to address irresponsible animal ownership problems and irresponsible pet breeding. It is felt these problems should be countered with remedial programs of spay and neuter requirements, education, enforcement of progressive ordinances and well promoted adoption programs, rather than shelters being forced to destroy many of the animals received.

The County of San Luis Obispo already has many of these important programs underway and is to be commended for doing an excellent job. The proposed remodel will allow the shelter to function much more efficiently and do an even better job for the

citizens and animals. The planning and design of the remodeled building will be critical for the shelter to succeed in its future goals.

If the building is attractive and enjoyable for the public to visit, it will encourage visitors and increase adoptions and returns of lost animals. Also, if the building is designed to keep the animals healthy and displayed in an attractive manner, it will mean increased satisfied adoptions and a public that will support and be proud of the County of San Luis Obispo animal control program .

If we can answer any questions in relation to this study, please call directly at 831-722-3253. Once the Study is reviewed and the County staff have decided on the desired budget level and scope of the expanded and remodeled building, we will be able to proceed with the floor plan layout of the building based on the recommendations in this Study.

Respectfully submitted,



Bill Meade

Director of Planning and Design

*"Shelter Planners of America"*