



Council Agenda Report

From: Thomas Frutchey, City Manager

Subject: North County Animal Shelter

Date: October 30, 2017

Facts

1. On September 7th, the City Council directed staff to work with the City of Atascadero to determine whether or not a north County animal shelter would be preferable to contracting with the County.
2. On October 3rd, the City Council directed the City Manager to enter into agreement with Ravatt Albrecht & Associates, architects, and with Jeff Charter, the Executive Director of the Petaluma Animal Services Foundation to prepare an analysis of the cost-effectiveness of developing and operating a north County animal shelter, so that the Atascadero and Paso Robles City Councils could decide prior to October 31 whether to proceed with the County contract or not.
3. On October 10th, the Atascadero City Council authorized its City Manager to fully participate in that analysis and pay one-half of the costs.
4. That analysis has now been completed, and is fully presented in the attached Atascadero staff report. The two cities worked together to create the report.
5. Staff will report on the Atascadero City Council action, to be taken earlier on Monday, October 30. Paso's best course of action is highly dependent on Atascadero's course, and vice versa.

Options

1. Take no action;
2. Continue working with the County and other cities on the proposed County Animal Shelter;
3. Notify the County of the City's intention to pull out of the County agreement and initiate all steps necessary to work with Atascadero on the construction and operation of a north county shelter;
4. Provide alternative direction to staff.

Analysis and Conclusions and Fiscal Impact

Fully addressed in the attached staff report. It is believed that the approximately \$20,000 in costs of the analysis conducted over the last month are monies that have been well spent, even if the Council directs staff to continue working with the County and other cities on the County shelter, since much has been learned that can reduce the life-cycle costs to the City.

Recommendation

1. Authorize the City Manager to sign and deliver Letter B to each of the signatories of the February 2017 *Agreement for Allocation of Construction and Financing Costs for an Animal Services Shelter*, stating that the City is NOT withdrawing from the agreement, and proposing that all parties consider an MOU extending use of the facility by all cities beyond the 20-year life of the shelter financing;
2. Direct staff to: work with the County and other agencies on policy changes that would reduce the usage and costs of the County animal shelter; look for methods of reducing costs or increasing revenues in order to neutralize the projected budget impacts.

Attachments

1. City of Atascadero staff report, with attachments, including Letter A and letters from other jurisdictions.
2. Paso Robles Draft Letter A
3. Paso Robles Draft Letter B



Atascadero City Council

Staff Report - City Manager's Office

Analyzing the Desirability of a North County Animal Shelter

RECOMMENDATIONS:

Council:

1. Authorize the City Manager to sign and deliver Draft Letter A to each of the signatories of the February 2017 *Agreement for Allocation of Construction and Financing Costs for an Animal Services Shelter*, stating that the City is NOT withdrawing from the agreement, and asking all parties to consider an MOU extending City use of the facility beyond the 20-year life of the shelter financing.
2. Direct staff to work with the County and other agencies on policy changes that would reduce the usage and costs of the County animal shelter and look for methods of reducing costs and increasing revenues in order to neutralize the projected budget impacts.

DISCUSSION:

Under state law, each incorporated City has the option of contracting with the County or providing their own animal services consistent with state standards. All seven cities in the County have, in turn, contracted with the County for animal 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. The County 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. In April of 2015, the County Board of Supervisors directed County staff to replace the animal shelter and to have cities pay their proportionate share of the cost of the shelter.

After months of contentious negotiation, the County required each City, by the end of February 2017, to either opt out of participating in the new shelter or to approve an agreement (Attachment 2) that provided for the following:

- The total budgeted cost of the Project (\$14.5 million) and the portion that the County will exclusively pay (\$1.45 million). The County will be paying 100% of the land costs, the demolition costs for the existing facility and the remaining depreciation value of the existing facility. The County will also pay for a larger

portion of the utility extension along Oklahoma Ave. See Exhibit D of the Agreement for project budget details.

- A procedure for authorization of excess construction costs. Any projected costs that would bring the Project in 10% or more above the budget must be approved by all cities.
- Opt-out provisions that detail the withdrawing party's obligations as follows:
 - After approval of the agreement, but prior to October 31, 2017- the withdrawing party shall pay its share (as detailed in Exhibit C) of costs incurred by the County prior to the date of receipt of notice of withdrawal and no financing/interest costs.
 - After October 31, but prior to the beginning of construction- the withdrawing party shall pay its share (as detailed in Exhibit C) of costs incurred by the County prior to the date of receipt of notice of withdrawal which could include financing/interest costs. (There may be differing understandings of what the withdrawal language means in this instance.)
 - After construction begins- the withdrawing party must pay its entire proportionate share of "Total Project Costs" which could include all financing/interest costs associated with the project
- The County is to provide competitive long-term financing for the Project.
- Allocation of costs based on a rolling three year proportionate use calculation. As shown in Exhibit C of the Agreement, the City of Atascadero has averaged 14.37% of total shelter use over the last three years. This percentage will change each year based on the average of the previous three years.
- Governance of animal shelter operations. An operations committee comprised of a County representative and 2-3 contracting city representatives will review significant policy and budget decisions for the shelter.
- A city may opt out of service contracts during the life of the shelter; however each City is still responsible for their proportionate share of the Project costs.
- A committee comprised of three contracting city representatives and two County representatives shall participate in an ad-hoc value engineering team tasked with investigating and identifying the most effective and efficient methods to construct a shelter. Atascadero's City Manager currently serves on this committee.

On February 14, 2017, the Council considered whether or not to participate in the County-wide shelter. Although staff had reached out to other shelters and investigated other service alternatives, a viable alternative was not found prior to the February county deadline. Given the lack of viable alternatives at the time, the Council directed the City Manager to execute the agreement on February 14, 2017.

Because the cost of the facility's construction and operation will significantly increase the costs to participating cities, the City of Atascadero and the City of Paso Robles have continued to explore other options for service delivery.

Recent investigations have indicated that there may be a potential service delivery option for a North County Animal Shelter that may be cost effective and efficient. The Mayors of Atascadero and Paso Robles sent a joint letter to the Board of Supervisors, requesting the County to delay its process in order to allow our two cities the time needed to decide whether or not to construct a North County animal shelter. This time would allow time for the investigation of the viability of a North County shelter and allow

time for other cities to consider their options. The County voted to move forward with their project with no delay. On October 10, 2017 the City Council agreed to share costs with the City of Paso Robles' agreements with Ravatt Albrecht & Associates and Petaluma Animal Services Foundation to prepare an analysis of the cost-effectiveness of developing and operating a North County Animal Shelter. The results from those consultants have been received and are attached.

There is need for prompt action, given the October 31, 2017 deadline.

At the October 10, 2017 City Council meeting, Staff indicated that there were at least 8 criteria that needed to be examined in order to if a North County Shelter is the right decision for our cities. The following were the eight criteria identified.

1. Cost
2. Control
3. Convenience
4. Flexibility
5. Publicly-owned and operated vs. Public-private partnership model
6. Risk
7. Impact on other cities in the County and on the County
8. Impact on the Police Department and other City operations

An analysis of each follows.

Issue #1- Cost:

There are many factors, criteria and assumptions that go into determining the estimated costs of both the proposed County Animal Shelter and the proposed North County shelter.

Shelter Assumptions

In determining the cost of the County-wide shelter, staff analyzed the existing February 2017 agreement and had discussions with County staff and staff from other cities. Below are the assumptions for determining the costs for the County-wide shelter.

County Budget: The current budget for the County animal shelter is \$14,807,800. Of that amount, the County is solely responsible for \$1,455,267, the Cities are solely responsible for \$176,033 and the remaining amount of \$13,176,500 is allocated amongst the County and the Cities. If the shared amount is expected to exceed \$14,500,000, it would require a written amendment to this agreement signed by all parties to the agreement. The County has completed the programming analysis for the shelter, but the cost estimate is not complete at this time. County staff has worked diligently to keep costs down, while trying to meet the needs of a variety of constituents. The existing budget includes over 25% in contingencies. Because the existing budget continues to be the driving factor for the project manager and the steering committee, the cost comparison that follows assumes that the project will come in at the current budget amount.

County Allocation: The agreement calls for the costs of the shelter to be allocated based on a three year rolling average of shelter usage. This number will vary and can be influenced by policy changes, environment or other factors. The number also varies due to individual cases, disasters or other factors. In 2016-2017, the City of Atascadero had some animal hoarding cases where the animals were confiscated and sheltered. Cases such as these can significantly increase the jurisdiction's allocation of not only shelter costs, but also animal service costs. (The three year averaging will help smooth out large swings in costs). **If Atascadero and Paso Robles, decide to continue to participate in the County shelter, staff recommends that we work with the County to help develop education and spay/neuter programs, designed for the North County, aimed at reducing the number of animals requiring services (particularly feral cats).**

Because it is hard to exactly predict percentage of future use, the projections that follow allocate shelter shared costs at the percentages included in the February 2017 agreement. The allocation of City only are a higher percentage as the County does not participate in those costs.

County Financing Terms: The February agreement reads as follows:

1. *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.*

Because the language leaves the interest rate up to the sole discretion of the County, the County provided clarification through e-mail of their intentions. Representatives from the County indicated:

1. That the County would try to obtain the lowest cost financing, and that it was the intention of the County to pass that rate on directly to the cities.
2. That the County does not plan on adding any additional basis points or other administrative costs when determining the rates for the cities.
3. That if the County later re-financed the costs at a lower overall cost, that the savings would be also be passed on proportionately to the cities.
4. That the County would seek reimbursement for staff time and other minor County costs incurred for issuing the bonds at a cost of \$25,000.
5. That all other issuance costs are part of the overall financing and are rolled into the rates passed on to the cities.

The current estimated all-in interest rate from the County is at 3.2%; however interest rates do fluctuate and are highly dependent upon the market at the time of issuance. The County did provide amortization schedules for an all-in interest rate of 3.7% to show the effect of a 0.5% increase in the interest rates.

It is unknown what the interest rates would be to finance a North County shelter, but it is assumed to be close to the rate that can be obtained by the County. Because they are similar and dependent on the market, the annual payments and interest is not critical to the analysis of the costs.

The County has provided payment schedules for both a 25 year financing and a 30 year financing. While the 30 year financing reduces the annual payments, it does increase the overall amount paid in interest. Because the term of the financing would be similar for a North County Shelter issue, it is not critical to comparison of the costs. (Estimated payment schedules are Attachment 3)

County Useful Life: On the other hand, the anticipated useful life of the shelter is independent of the financing and is critical to the analysis. The expected useful life of any building would exceed the length of a normal financing. The February agreement only runs through the life of the financing and is silent as to what happens once the financing is paid off. The February agreement requires that the proposed building be used as an animal shelter for the length of the agreement, but once the agreement terminates, the agreement is silent as to usage. If this is the case, we should use the expected remaining term of the agreement upon occupancy for the estimated useful life of the shelter (estimated to be 23.5 years), as the cities may or may not have continued use of the shelter with no shelter payment. Staff reached out to County representatives and asked what County plans for the shelter were after the agreement termination. The County agreed that the agreement, including provisions for animal shelter use and the operation committee terminated before the expected life of the building, but did confirm the following:

- a. The term of the current February 2017 agreement is until each Party has made its final payment on the financing of the shelter (currently we are estimating that will be either 25 years or 30 years after the issuance of the financing)
- b. The life of the new proposed animal shelter building is expected to be somewhere between 40 and 50 years at this point.
- c. Understanding the Board of Supervisors would have the final say, at this point County staff believes it is the County's intention to use the new proposed animal shelter building as long as possible.
- d. If the other cities are agreeable, County staff would be willing to recommend to the Board of Supervisors, some sort of MOU or MOA that would extend the use of the new proposed animal shelter for some period of time after the existing February 2017 agreement expires and before the useful life of the building has expired. (20 years was mentioned).

- e. That County Staff could recommend an MOA or MOU to the Board of Supervisors that included involvement of the Cities prior to vacating/changing use of the proposed new animal shelter building.

Staff recommends that if the Council decides to remain a participant in a County shelter, that a letter be sent to all parties of the February 2017 Agreement, asking them to participate in an MOU that would outline the operations and use of the building after the current agreement expires. Some of the things that Atascadero and Paso Robles would like to see in the agreement include:

1. That all Cities would have the opportunity for significant involvement prior to any County decision to vacate the proposed new animal shelter (or any portion thereof) or change the use or any portion thereof, of the new animal shelter
2. That the County shall not charge rent for the Shelter or Shelter Property or otherwise attempt to obtain compensation from the Cities for items included as part of the original animal shelter construction project.
3. That the County intends to use the building as an animal shelter for as long as possible, and that if the County decides to terminate its use as an animal shelter when there is significant useful life remaining in the building, that cities would be credited their allocated share of the appraised value of the building upon termination.
4. Continuation of the Operations Committee and Executive Board as outlined in the February 2017 Agreement.

NC Budget: There are currently four options where cost estimates were obtained. The four estimates consist of two different sites in Paso Robles (Wisteria Site and Sulphur Springs Site) and public vs. private construction. All four cost comparisons are shown.

1. Construction: The construction costs were obtained through the cost estimate (which does include contingencies in the prices used because of the early phase of design.) See Attachment 4
2. Interior Costs: The construction cost estimates include interior cabinetry and built in furnishings. An estimate of \$15,000 was included for items such as washing machines, furnishings and other equipment needed for start-up.
3. Soft Costs: Based on discussions with consultants, an estimate of 15% of construction costs was used for architecture and engineering through completion. An additional \$100,000 was added to this figure for project management, inspection, testing, environmental, permitting (\$0 City fees), and other miscellaneous costs.
4. Construction Contingency: Used the same percentage as the County is currently using for their proposed animal shelter for consistency.
5. Project Contingency and Allocation: Used the same percentage as the County is currently using for their proposed animal shelter for consistency.
6. Allocation of County Costs Incurred to Date: At the last meeting, the power point for the County showed that the County has expended \$224,720 to date and has allocated a remaining \$1,155,698 to date. Because of timing difference, an estimate of \$300,000 for County costs incurred to date was used.

NC Allocation: For purposes of the analysis, proportionate sharing of costs between Atascadero and Paso Robles is based on the numbers included in the February 2017 agreement. Atascadero received shelter services for 1,719 animals (43.3%) and Paso received shelter services for 2,250 animals (56.7%). Actual allocations will vary depending on each year’s use. With only two participants, variances in the number of animal served will have a larger impact on annual payments in the future.

NC Financing Terms: It is assumed that the North County could finance a near the same interest rates and terms. For purposes of illustration, interest rates are assumed at 3.2% and pay-back period is assumed to be 25 years.

NC Useful Life: In discussing the estimated useful life of conventional construction, it is reasonable to assume that the building life will be around 45 years.

Below is a comparison of the Cities of Atascadero and City of Paso Robles estimated share of the County shelter versus each analyzed scenarios for a North County Shelter.

Comparison of Animal Shelter Project Costs

	County-Wide Shelter		North County Shelter			
	City Portion Current Budget	Atascadero & Paso Share of County Shelter (33.18%) ¹	Prevailing Wage-Wisteria	Prevailing Wage-Sulphur Springs	Private Build-Wisteria	Private Build-Sulphur Springs
Land	-	-	-	-	-	-
Construction	8,070,000	2,677,626	3,674,142	3,736,825	3,151,090	3,224,543
Interior Hard Costs	330,000	109,494	15,000	15,000	15,000	15,000
Soft Costs	2,705,000	897,519	651,121	660,524	572,664	583,681
Construction Contingency (10.366%)	836,500	277,551	380,845	387,343	326,628	334,242
Project Contingency & Escalation (15.3%)	1,235,000	409,773	562,276	571,869	482,230	493,471
City Only Costs	176,033	94,123	-	-	-	-
Proportionate share of costs incurred to date			99,540	99,540	99,540	99,540
	13,352,533	4,466,086	5,283,384	5,371,561	4,547,612	4,650,937
Total Cost of shelter at \$14.5 million	14,676,033	4,869,508				
% of County Shelter ²			39.57%	40.23%	34.06%	34.83%

¹ Assumes Atascadero and Paso Robles proportionate share based on percentages provided in the contract. Atascadero and Paso Robles proportionate share will vary based on usage, using a 3 year rolling average.

² This percentage reflects the scenario shelter cost as a percentage of the County shelter costs.

Comparison of Life-Cycle Costs Animal Shelter Project

County-Wide Shelter		North County Shelter				
City Portion Current Budget	Atascadero & Paso Share of County Shelter (33.18%) ¹	Prevailing Wage-Wisteria	Prevailing Wage-Sulphur Springs	Private Build-Wisteria	Private Build-Sulphur Springs	
<u>Assuming Estimate Life of Shelter Building</u>						
Estimated Cost of Shelter	\$ 13,352,533	\$ 4,466,086	\$ 5,283,384	\$ 5,371,561	\$ 4,547,612	\$ 4,650,937
Estimated Useful Life of Shelter (in years)	45	45	45	45	45	45
Estimated annual cost of Shelter	\$ 296,723	\$ 99,246	\$ 117,409	\$ 119,368	\$ 101,058	\$ 103,354
<u>Assuming Estimated Life of Current Agreement</u>						
Estimated Cost of Shelter	\$ 13,352,533	\$ 4,466,086	\$ 5,283,384	\$ 5,371,561	\$ 4,547,612	\$ 4,650,937
Estimated Useful Life of Shelter (in years)	45	23.5	45	45	45	45
Estimated annual cost of Shelter	\$ 296,723	\$ 190,046	\$ 117,409	\$ 119,368	\$ 101,058	\$ 103,354

For cash flow and payment purposes, a sample amortization table is provided below showing annual shelter payments under each scenario.

Calculation of Shelter Facility Payments

Interest Rate: 3.2%
 Term: 25 years
 North County Estimated Issuance Costs: \$350,000

	County	North County Shelter			
	County Shelter	Prevailing Wage-Wisteria	Prevailing Wage-Sulphur Springs	Private Build-Wisteria	Private Build-Sulphur Springs
Estimated Shared Cost of Shelter	13,176,500	5,283,384	5,371,561	4,547,612	4,650,937
City Only Portion of Shelter	176,033				
Estimated Issuance Costs	350,000	350,000	350,000	350,000	350,000
Total Financing	13,702,533	5,633,384	5,721,561	4,897,612	5,000,937
Estimated Annual Payment	\$ 812,687	\$ 330,765	\$ 335,942	\$ 287,564	\$ 293,631
Estimate Atascadero Share	\$ 117,692	\$ 143,252	\$ 145,494	\$ 124,542	\$ 127,169
Estimated Paso Robles Share	\$ 154,056	\$ 187,513	\$ 190,448	\$ 163,022	\$ 166,462

Overall shelter costs for a North County facility would cost more on both an annual payment and on a life-cycle cost using the Cities current share of the County facility and assuming that the other Parties agree to the use of the county facility after the term of the current agreement. There is one substantial difference in shelter costs that cannot be quantified. If after some period of time, the Cities of Atascadero and Paso Robles decide to no longer have a North County Animal Shelter, there is the possibility that the building would have value that each City would have some sort of equity in the building. (Assuming a public ownership scenario rather than a private lease situation)

Animal Services Costs

County Operations: Each City has a similar agreement for animal services in force that runs from July 1, 2016 through June 30, 2019. This agreement (Attachment 5) allocates fees to each jurisdiction based on four key facets of animal services operations:

1. Field Services
2. Licensing
3. Shelter Operations
4. Education Services

The contract contains the following language to determine costs charged to each agency and fee revenues credited to each agency in order to determine the net cost to each agency.

4.a Determination of Cost of Service – The cost of providing services to the City will be calculated by determining the average percentage of service allocated to the City of the preceding three years for each of the four facets of operations and multiplying this percentage against Animal Services operational costs for each facet. Combined, this then represents the City's total service cost in proportion to the County and all other contracting parties.

4b. Credit for Fees – The average annual revenue generated from fees or fines assessed directly to residents of the City by Animal Services over the preceding three years will be applied against the City's total service cost.

4c. Determination of Service Fee – The fee assessed to the City for provision of services outlined in this contract shall be determined by subtracting the average revenue as determined by item 4b of this exhibit from the average cost of service as determined by item 4a of this exhibit.

Based on the County cost allocation for 2017-2018 (Attachment 6), Atascadero is being charged \$248,842 (15.7% of total charges) and Paso Robles is being charged \$306,599 (19.3% of total charges) for 2017-2018 animal services.

NC Operations: In addition to shelter facility costs, animal services cost must also be analyzed. Petaluma Animal Services Foundation (PASF) has provided a scope of services (See Attachment 7) and a pro-forma operations budget (See Attachment 8). For comparison purposes, PASF was asked to provide contract costs for services that are the same as currently provided by the County. As discussed in the flexibility portion of this staff report, services (and thus related costs) could be modified and tailored to meet the needs of each community.

PASF has verified that the contract cost provided in the documents includes all services and equipment (other than shelter costs) needed to perform the scope of work. This includes trucks, furnishings and other minor equipment costs.

The table below allocates costs of a North County Shelter between Atascadero and Paso Robles, using the allocation factor from the County agreement. Atascadero's

share of \$248,842 is 44.8% of the total usage between Atascadero and Paso Robles, while the Paso Robles share of \$306,599 represents 55.2%

Calculation of Shelter Facility Payments

Contract Amount: \$ 502,000

	County Shelter	North County Shelter
Atascadero Cost	\$ 248,842	\$ 224,900
Paso Robles Cost	306,599	277,100
Total Financing	<u>\$ 555,441</u>	<u>\$ 502,000</u>

Animal services (field services and shelter operations) costs would be lower with in North County Shelter scenario.

Total Costs

Calculation of Total Estimated Annual Payments

Interest Rate: 3.2%
 Term: 25 years
 Contract Amount: \$502,000

	County	North County Shelter			
	County Shelter	Prevailing Wage- Wisteria	Prevailing Wage- Sulphur Springs	Private Build- Wisteria	Private Build- Sulphur Springs
Shelter Annual Financing Costs	\$ 271,748	\$ 330,765	\$ 335,942	\$ 287,564	\$ 293,631
Operations Costs	555,441	502,000	502,000	502,000	502,000
Total Financing	<u>\$ 827,189</u>	<u>\$ 832,765</u>	<u>\$ 837,942</u>	<u>\$ 789,564</u>	<u>\$ 795,631</u>
Estimate Atascadero Share	\$ 366,534	\$ 368,152	\$ 370,394	\$ 349,442	\$ 352,069
Estimated Paso Robles Share	460,655	464,613	467,548	440,122	443,562
	<u>\$ 827,189</u>	<u>\$ 832,765</u>	<u>\$ 837,942</u>	<u>\$ 789,564</u>	<u>\$ 795,631</u>

Savings in animal services would offset the additional shelter costs if a North County Shelter could be built by the private sector and not be subject to pre-vailing wages and other government contracting laws, providing a slightly lower overall annual payment in those scenarios. If the shelter must be built using government contracting, the overall payments would be higher under a North County Shelter than participating in the County Shelter.

Calculation of Total Estimated Annual Life-Cycle Cost

	County		North County Shelter			
	County Shelter- 45 Year Life	County Shelter- 23.5 Year Life	Prevailing Wage- Wisteria	Prevailing Wage- Sulphur Springs	Private Build- Wisteria	Private Build- Sulphur Springs
Shelter Annual Life-Cycle Cost	\$ 99,246	\$ 190,046	\$ 117,409	\$ 119,368	\$ 101,058	\$ 103,354
Operations Costs	555,441	555,441	502,000	502,000	502,000	502,000
Total Financing	\$ 654,687	\$ 745,487	\$ 619,409	\$ 621,368	\$ 603,058	\$ 605,354
Estimate Atascadero Share	\$ 291,825	\$ 331,149	\$ 275,749	\$ 276,597	\$ 268,667	\$ 269,662
Estimated Paso Robles Share	362,862	414,338	343,660	344,771	334,391	335,692
	\$ 654,687	\$ 745,487	\$ 619,409	\$ 621,368	\$ 603,058	\$ 605,354

In the life-cycle cost analysis, the cost of the shelter is divided over 45 years, spreading the additional costs of a North County shelter over a long-period of time. In the Life-cycle analysis, the savings realized on operations would outweigh the additional shelter annual costs, netting a small savings in each North County scenario.

While there is potential annual savings in the analysis presented, there are also several assumptions regarding the financing terms that the Cities could achieve and the share of the County shelter that will be borne by Atascadero and Paso Robles in the future.

Issue #2 – Control

Control characteristics of the County Shelter and the North County Shelter as proposed:

County Animal Services	North County Animal Services
Atascadero and Paso Robles combined constitute a minority interest	Atascadero and Paso Robles, being the sole partners, will have a greater ability to decide the nature and scope of services to be offered.
County contract gives significant powers to the County.	Atascadero and Paso Robles are roughly the same size and level of demand for animal services, thus ensuring they each have an equal say
	The two cities could contract together with the operator or contract individually

Issue #3 – Convenience to Residents:

Convenience characteristics of the County Shelter and the North County Shelter as proposed:

County Animal Services	North County Animal Services
The County shelter is located on Highway 1, west of San Luis Obispo, and approximately 32 miles from downtown Paso Robles and 22 miles from downtown Atascadero	The proposed shelter site on Sulpher Springs is approximately 2 miles from downtown Paso Robles and 12 miles from downtown Atascadero.
The County shelters, on average, 4,000 animals annually	The proposed shelter site off Wisteria is approximately 4 miles from downtown Paso Robles and 14 miles from downtown Atascadero
Services provided on a 24 hours a day, 7 days a week basis with an on-call animal control officer dispatched for after hour emergency requests.	Paso Robles and Atascadero account for, on average, 1,400 animals annually in the shelter
	Services provided on a 24 hours a day, 7 days a week basis with an on-call animal control officer dispatched for after hour emergency requests.

Convenience advantages and disadvantages of the North County Shelter as proposed:

Pros	Cons
It is likely that residents will experience shorter response times to calls for service with dedicated North County officers.	There is the potential that with a local shelter and dedicated North County officers, residents will desire additional services and this will increase costs to the contract for both sheltering and field services
Adoptable animals in the shelter will be local to the participating cities	The proximity of the shelter and the increased availability of animal control officers could lead to an increase in calls for services and surrenders to the shelter
Expenditures and revenues stay local	With a shelter servicing only the two North County cities, there is a likelihood that those seeking to adopt would encounter a reduced selection of adoptable animals

Issue #4 – Flexibility:

Flexibility characteristics of the County Shelter and the North County Shelter as proposed:

County Animal Services	North County Animal Services
Provides services to residents throughout the County (8 jurisdictions representing many unique communities)	Provides services to residents of Atascadero and Paso Robles
Final policy and budgetary authority resides with the County Board of Supervisors (BOS)	Final policy and budgetary authority resides with a North County Animal Services Board comprised of City of Atascadero and City of Paso Robles representatives
An Executive Board made up of the County Administrator (CAO) and 2-3 City Managers has the ability to provide input on significant policy and budgetary changes. (If CAO and City Managers disagree, the County will include the City Managers' recommendation in any staff report to BOS, and provide a summary of the disagreement)	Executive Committee made up of staff from the City of Paso Robles and City of Atascadero will shape policy and budget recommendations for consideration by the North County Animal Services Board.
County currently enforces similar animal control regulations and services throughout the County.	Because animal services will be providing services to 2 communities it is more reasonable to have staff enforce different regulations in each jurisdiction (The North County Animal Services Board would determine whether regulations and services need to be the same for each participating City.)
County shelter must have policies and budgets in place to address the needs and expectations of a wide variety of communities	The North County Shelter must have policies and budgets in places to address the needs and expectations of both communities.

Flexibility advantages and disadvantages of the North County Animal Shelter/Services as proposed:

Pros	Cons
Because each the shelter will only provide services to 2 communities, policies related to animal services could be tailored for each community.	A Board made up of equal representation from each City may sometimes lead to conflict and dissension between the 2 cities.
	If changes from current policy is desired, policy changes would have to be developed and considered, taking up staff time and time from each City Council

Issue #5 – Publicly-owned and operated vs. Public-private partnership model

Characteristics of the County Shelter and the North County Shelter as proposed:

County Animal Services	North County Animal Services
<p>The County shelter will be built, owned, financed, and operated by a government agency. Implicitly, this imposes greater:</p> <ul style="list-style-type: none"> ❖ restrictions on personnel policies; ❖ process requirements; ❖ public involvement; ❖ transparency requirements; ❖ etc. 	<p>A north county shelter would be built, owned, financed, and operated by a not-for-profit. The two cities would contract for services with the not-for-profit.</p>
<p>The agreement and all subsequent policy decisions need to be made by the County Board of Supervisors or by all participating agencies. This injects political considerations.</p>	<p>Although the two cities would need an agreement (called for elsewhere in this report), ongoing operational decisions would be made by the not-for-profit.</p>

Issue #6 – Risk:

Risk characteristics of the County Shelter and the North County Shelter as proposed:

County Animal Services	North County Animal Services
<p>County is a governmental agency providing animal field and shelter services</p>	<p>Proposed private sector contractor to provide animal field and shelter services</p>
<p>County shelter agreement is a minimum 25 year agreement</p>	<p>North County Animal Services agreement is expected to be a long-term agreement</p>
<p>County shelter operations and field services agreements are typically 3 year agreements</p>	<p>Contract for shelter operations and field services is expected to be a 5 year contract</p>
<p>County agreement calls for changing service and shelter infrastructure costs based on usage from each City</p>	<p>North County Animal Services agreement is expected to include changing service and shelter infrastructure costs based on usage from each City</p>
<p>County is responsible for operating the animal shelter throughout the life of the agreement and possibly longer.</p>	<p>Currently there are not many qualified animal shelter operators that would be interested in operating a shelter in our County. Staff looked at costs associated with the City operating an animal shelter and it was not cost effective compared to the County contract</p>
<p>The cost of constructing the County Animal Shelter could be higher or lower than the current estimate. Costs may not exceed \$14,500,000 without a written amendment to the agreement signed by all parties. (Budget is \$13,176,500)</p>	<p>The cost of constructing the North County Animal Shelter could be higher or lower than the current estimate.</p>

County Animal Services	North County Animal Services
The cost of constructing the County Animal Shelter has been developed by County staff and qualified consultants over a period of months	The cost of constructing the North County Animal Shelter has been developed by qualified consultants over a period of 3 weeks
The County has been providing animal field services and shelter services for many years. There is a long cost history of providing these services.	Costs for animal shelter operations and field services were developed by a qualified professional over a period of 3 weeks based on long experience in running animal shelters.
The County currently handles most liability claims related to animal services	It is expected that the operations contractor will be required to indemnify the cities; however with non-governmental contracts, it is often likely that the cities will incur additional costs with claims.

Risk advantages and disadvantages of the North County Animal Shelter/Services as proposed:

Pros	Cons
	If the private contractor does not work out, the cities will have to find another, potentially more costly, method of providing animal field and shelter services.

Issue #7 – Impact on Other Cities in the County and on the County:

Animal services for the entire County, including the incorporated cities, has historically been provided by the County of San Luis Obispo. Different formulas have been used over the years to determine who pays for animal field services and animal shelter services, with the most recent formula allocating costs to the County and Cities based on the usage of services, offset by the revenues (animal licensing fees, adoption, etc.) generated from each jurisdiction. If the Cities of Atascadero and Paso Robles no longer participate in the County operated animal shelter, this will have a significant financial impact on the County and each City in the County. While there may be some animal services costs that will decrease, due to the loss of Atascadero and Paso Robles, many of the costs are fixed and will remain substantially the same whether all 8 jurisdictions participate or just some subsection of the 8 jurisdictions participate.

Each City in the County and the County has understandably expressed a desire for both Atascadero and Paso Robles to remain a participant in the County-wide shelter. Some representatives from other participating jurisdictions have expressed disappointment that the North County cities would consider building their own shelter and withdrawing from the agreement. Attached are letters received from other cities on the subject (Attachment 9).

Below is a brief analysis of the financial impacts to the other cities if Atascadero and Paso Robles choose not to participate in the County shelter.

Shelter Fees

Comparison financing figures were recently provided by the County for the estimated allocated annual costs for each city assuming that the Cities of Atascadero and Paso Robles participate in the County shelter and then assuming that the Cities of Atascadero and Paso Robles did not participate/built a North County shelter. The County provided different interest rates and pay back periods, however for comparison purposes, only the 25 year pay-back period is illustrated here.

Shelter Costs: Current County analysis shows that while a County-wide animal shelter would require fewer kennels and smaller areas for cats; there is a considerable portion of the shelter that would remain the same. County illustrative financing costs show financing at \$13.7 million for a County-wide shelter, and \$13.2 million for a shelter if Atascadero and Paso Robles do not participate.

Interest Rates: Current estimated interest rates are around 3.2%, but the county did also provide costs at 3.72% to illustrate cost if the interest rates were to increase 50 basis points in the next few months.

Term: The County provided numbers for both a 25 year pay-back period and a 30 year pay-back period, however the chart below only reflect the numbers from the 25 year pay-back period.

Comparison of Shelter Facility Costs

	3.2% - 25 years				3.72% - 25 years			
	County 13.7M	North Co. 13.2M	Difference	Difference Over 25 Years	County 13.7M	North Co. 13.2M	Difference	Difference Over 25 Years
Arroyo Grande	\$ 67,317	\$ 100,238	\$ 32,921	\$ 823,025	\$ 71,219	\$ 106,067	\$ 34,848	\$ 871,200
Atascadero	115,298	-	(115,298)	(2,882,450)	121,980	-	(121,980)	(3,049,500)
Grover Beach	29,767	46,264	16,497	412,425	31,492	48,954	17,462	436,550
Morro Bay	25,916	38,553	12,637	315,925	27,418	40,795	13,377	334,425
Paso Robles	150,922	-	(150,922)	(3,773,050)	159,669	-	(159,669)	(3,991,725)
Pismo Beach	11,554	15,421	3,867	96,675	12,223	16,318	4,095	102,375
San Luis Obispo	97,004	138,791	41,787	1,044,675	102,626	146,862	44,236	1,105,900
County	304,572	431,794	127,222	3,180,550	322,224	456,903	134,679	3,366,975
	\$ 802,350	\$ 771,061	\$ (31,289)	\$ (782,225)	\$ 848,851	\$ 815,899	\$ (32,952)	\$ (823,800)

Animal Services Fees

In discussing how other jurisdiction’s animal service fees would be impacted with County representatives, it is anticipated that there may be some small savings, but that in general total costs would remain similar to total costs now. For comparison purposes, the chart below shows what the 17-18 allocation would’ve looked like under each scenario.

Comparison of Animal Services Costs

	County Shelter 17-18 Cost to Cities			Re-Allocated 17-18 Cost to Cities with Loss of Atascadero and Paso Robles				Difference
	Estimated Cost	Estimated Revenue	Projected Net	Cost Allocation %	Estimated Cost ¹	Estimated Revenue	Projected Net	
Arroyo Grande	\$ 205,023	\$ 116,822	\$ 88,202	10.92%	\$ 265,701	\$ 116,822	\$ 148,879	\$ 60,678
Atascadero	371,374	122,532	\$ 248,842		-			
Grover Beach	111,578	49,813	\$ 61,766	5.94%	144,601	49,813	94,788	33,023
Morro Bay	103,211	53,363	\$ 49,847	5.50%	133,757	53,363	80,394	30,546
Paso Robles	454,364	147,765	\$ 306,599		-			
Pismo Beach	57,998	29,954	\$ 28,044	3.09%	75,163	29,954	45,209	17,165
San Luis Obispo	335,245	161,898	\$ 173,347	17.86%	434,463	161,898	272,565	99,218
Unincorporated	1,063,829	435,701	\$ 628,128	56.68%	1,378,676	435,701	942,975	314,847
	\$ 2,702,622	\$ 1,117,848	\$ 1,584,774	100.00%	\$ 2,432,361	\$ 847,551	\$ 1,584,810	\$ 555,477

¹ Assumes cost of animal services at 90% of current costs.

² Assumes revenue from each remaining participating City is equal to the current revenues generated

Total additional annual costs to each jurisdiction would be as follows (assuming a 3.2% interest rate)

	Shelter Increase (3.2% Interest)	Animal Services Increase	Total Increase
Arroyo Grande	\$ 32,921	\$ 60,678	\$ 93,599
Atascadero		-	
Grover Beach	16,497	33,023	49,520
Morro Bay	12,637	30,546	43,183
Paso Robles		-	
Pismo Beach	3,867	17,165	21,032
San Luis Obispo	41,787	99,218	141,005
Unincorporated	127,222	314,847	442,069
	\$ 234,931	\$ 555,477	\$ 790,408

Impacts to other jurisdictions- characteristics of the County Shelter and the North County Shelter as proposed:

County Animal Services	North County Animal Services
All 8 jurisdictions within the County participate in one county-wide shelter	The County, San Luis Obispo, Pismo Beach, Grover Beach, Arroyo Grande and Morro Bay are expected to participate in one shelter. Paso Robles and Atascadero would participate in a second shelter.
Cost of amount needed to be financed for a County Shelter is estimated to be \$13.7 million	Cost of amount need to be financed for a County Shelter is estimated at \$13.2 million (reduction of \$0.5 million)
Similar costs shared amongst all 8 jurisdictions	Similar costs shared among 6 jurisdictions
Expected to reduce County provided annual animal services costs by \$270,000. County animal services revenues will be decreased by about \$270,000 leaving a net cost change of about \$0.	Animal services for Atascadero and Paso Robles are expected to have a net cost of \$550,000.

Impacts to other jurisdictions- advantages and disadvantages of the North County Animal Shelter/Services as proposed:

Pros	Cons
	Significantly increases costs to other jurisdictions in the County.
	Reduces trust and spirit of co-operation between jurisdictions within the County
	Increases total tax payer dollars spent on animal services in the County by approximately \$550,000 annually
	Increases total tax payer dollars spent on animal shelter facilities by over \$3.9 million
	County will be paying the majority (56%) of the costs of the shelter, potentially discouraging the felt need for co-operation with the Cities

Issue #8 – Impact on the Police Department and other City operations:

Characteristics of the County Shelter and the North County Shelter as proposed:

County Animal Services	North County Animal Services
The county currently provides animal control services to all municipalities and unincorporated areas; including emergency after-hours service.	Proposed private sector contractor would provide animal field and shelter services only to the cities of Atascadero and Paso Robles. The agreement would mirror current levels of county services, at a reduced rate.
All animal drop offs and sheltering services occur in rural San Luis Obispo.	A North County Animal Shelter would provide north county residents a convenient location for animal surrenders and pick-ups.
County shelter operations and field service agreements are typically 3-year agreements. Although municipalities are able to provide input, all final programmatic decisions rest at the county level.	A North County Animal Shelter agreement would increase to a 5-year period. A local program would increase control for participant cities allowing them to tailor programmatic offerings that meet respective municipalities’ needs.
The county currently manages all service and shelter complaints as well as day-to-day activities for the animal sheltering and field services programs, requiring minimal city staff involvement.	A North County Animal Shelter would require increased staff time, from each city, to ensure contracted services meet the demands and expectations of each community.
The county currently handles dispatching and call taking related to all animal services.	A North County Animal shelter might increase workloads to local communications centers.

Advantages and disadvantages of the North County Animal Shelter/Services as proposed:

Pros	Cons
Convenient north county animal drop-off location for staff and community members.	The private contractor agrees to field all service and shelter complaints; however, Staff and Councils will be impacted if complaints regarding field and shelter services go unresolved.
Outsourced program management by a non-profit organization, resulting in program cost savings to participating cities.	Increased PD involvement for emergency and after-hours calls for service.
Increased local control of program to meet individual community needs.	If the outsourced contractor is unable to meet the terms of service agreement, potential exists for a reduction in animal services to the community and/or the diversion of city staff time to meet community needs.
	Contracting with a private entity would require increased city administrative time to support the program's governance and ensure community needs are being met.

FISCAL IMPACT:

The fiscal impacts are fully addressed above. It is believed that the approximate \$20,000 in costs of the analysis conducted over the last month are monies that have been well spent, even if the Council directs staff to continue working with the County and other cities on the County shelter, since much has been learned that can reduce the life-cycle costs to the City.

ALTERNATIVES:

1. Take no action.
2. Continue working with the County and other cities on the proposed County Animal Shelter.
3. Notify the County of the City's intention to pull out of the County agreement (Draft Letter B) and initiate all steps necessary to work with Paso Robles on the construction and operation of a north county shelter.
4. Provide alternative direction to staff.

ATTACHMENTS:

1. Draft Letter A
2. Animal Shelter Construction Agreement
3. Financing payment schedules
4. Construction Cost Estimate
5. County Animal Control and Services Agreement
6. County 2017/18 Cost Allocation
7. PASF Scope of Services
8. PASF pro-forma operations budget
9. Letters from other jurisdictions
7. Draft Letter B

Draft Letter A – NON-WITHDRAWAL



October 30, 2017

Guy Savage, Interim County Administrative Officer
Rita Neal, County Counsel
County Government Center
San Luis Obispo, California 93408
Paso Robles, California 93446

Re: Countywide Animal Shelter Agreement – Notice of Non-Withdrawal from Agreement

Dear Mr. Savage and Ms. Neal,

The cities of Atascadero and Paso Robles recently expressed concerns regarding the apportioned construction and operating costs of the proposed countywide animal shelter, which will significantly increase overall costs above current levels and result in significant impacts to our respective budgets. Jointly, the North County cities have been investigating alternatives to determine whether or not a North County animal shelter would be a practical solution that would serve our mutual best interests.

Based upon our Council's review of that analysis, we have determined that it would not, at this time, be in the City of Atascadero's best interest to withdraw from the County Agreement.

However, as recommended by our Council, the City of Atascadero hereby requests that all parties who have signed the February 2017 *Agreement for Allocation of Construction and Financing Costs for an Animal Services Shelter* with San Luis Obispo County consider an MOU or MOA extending the use of the facility beyond the 20-year life of the shelter financing and involve all parties in any discussions prior to any decision to vacate/change use of the facility. In addition, we hope to work closely with the County and other agencies on policy changes that would reduce the usage and costs of the County animal shelter and look for methods of reducing costs and increasing revenues in order to neutralize the projected budget impacts.

In order to effectuate timely notice prior to October 31, 2017 as set forth in Section 8(a)(i) of the Agreement, the City of Atascadero hereby submits this Notice of Non-Withdrawal.

Sincerely,

Rachelle Rickard
City Manager

cc: the City Managers/Administrative Officers and City Attorneys of:

Arroyo Grande
Atascadero
Grover Beach
Morro Bay
Pismo Beach
San Luis Obispo

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 31st of each year and shall be due on July 1st 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 statues, 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:

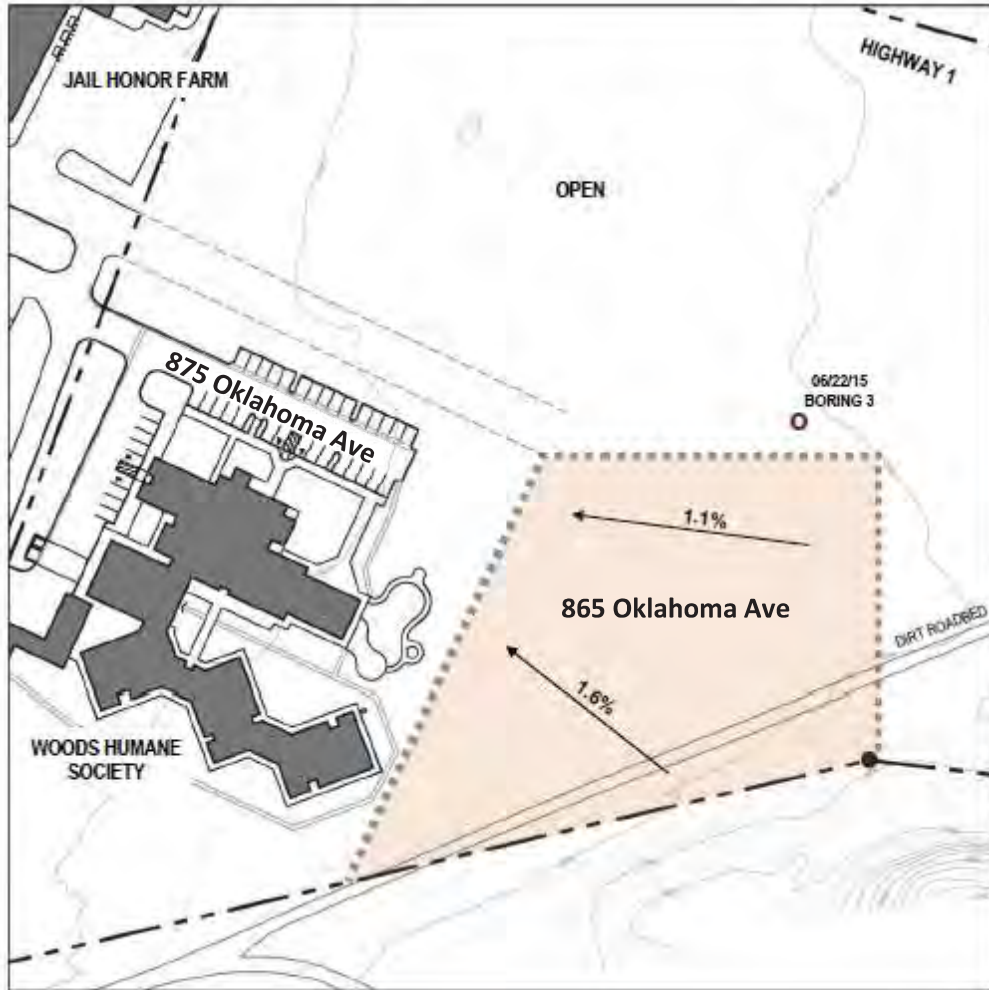
EXHIBIT A

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
TOTAL:	78,840 square feet

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)
BUILDING & SITE HARD COSTS					
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	
BLDG & SITE HARD COSTS SUBTOTAL:	9,201,500	348,967	8,852,533	176,033	8,676,500
INTERIOR HARD COSTS					
Fixtures, Furniture & Equipment	400,000		400,000		400,000
Telephone/Data/Security	160,000		160,000		160,000
INTERIOR HARD COSTS SUBTOTAL:	560,000		560,000		560,000
HARD COSTS SUBTOTAL:	9,761,500	348,967	9,412,533	176,033	9,236,500
SOFT COSTS					
ADMINISTRATION					
County Administration & Project Management	500,000		500,000		500,000
PROFESSIONAL SERVICES					
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
MISCELLANEOUS					
Project Development Contingency	650,000		650,000		650,000
Escalation	585,000		585,000		585,000
SOFT COSTS SUBTOTAL:	3,940,000		3,940,000		3,940,000
OTHER COSTS					
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			
OTHER COSTS SUBTOTAL:	1,106,300	1,106,300			
	\$ 14,807,800	\$ 1,455,267	\$ 13,352,533	\$ 176,033	\$ 13,176,500
Financing Costs- Low end estimate					
Estimated Project Construction Costs					\$ 13,176,500
Estimated Project Financing Costs @ 3.5%					\$ 7,556,392
Annual Debt Service					\$ 829,316
Financing Costs- High end estimate					
Estimated Project Construction Costs plus 10%					\$ 14,494,150
Estimated Project Financing Costs @ 5.0%					\$ 11,618,328
Annual Debt Service					\$ 1,044,499

Payment Schedules for 25 and 30 year Financing

Jurisdiction	% Shelter Usage (13/14-15/16)	MOA		Current rates	Current rates	Current +50bps	Current +50bps	
		\$ 13,176,500	\$ 14,494,150	\$ 13,700,000	\$ 13,700,000	\$ 13,700,000	\$ 13,700,000	Annual payments
		3.5% plus COI	5% plus COI	3.2% all-in	3.36% all-in	3.72% all-in	3.88% all-in	30 vs 25 years
		25 year, Low end	25 year, High end	25 years	30 years	25 years	30 years	
Arroyo Grande	8.39%	\$ 69,580	\$ 87,633	\$ 67,317	\$ 61,299	\$ 71,219	\$ 65,333	\$ (6,019)
Atascadero	14.37%	\$ 119,173	\$ 150,095	\$ 115,298	\$ 104,989	\$ 121,980	\$ 111,900	(10,308)
Grover Beach	3.71%	\$ 30,768	\$ 38,751	\$ 29,767	\$ 27,106	\$ 31,492	\$ 28,890	(2,661)
Morro Bay	3.23%	\$ 26,787	\$ 33,737	\$ 25,916	\$ 23,599	\$ 27,418	\$ 25,152	(2,317)
Paso Robles	18.81%	\$ 155,994	\$ 196,470	\$ 150,922	\$ 137,429	\$ 159,669	\$ 146,474	(13,494)
Pismo Beach	1.44%	\$ 11,942	\$ 15,041	\$ 11,554	\$ 10,521	\$ 12,223	\$ 11,213	(1,033)
San Luis Obispo	12.09%	\$ 100,264	\$ 126,280	\$ 97,004	\$ 88,331	\$ 102,626	\$ 94,145	(8,673)
Unincorporated	37.96%	\$ 314,808	\$ 396,492	\$ 304,572	\$ 277,341	\$ 322,224	\$ 295,596	(27,231)
	100.00%	\$ 829,316	\$ 1,044,499	\$ 802,351	\$ 730,615	\$ 848,852	\$ 778,704	\$ (71,736)
								Total payments
								30 vs 25 years
						25 Year principal and interest		\$ 20,183,590
						30 year principal and interest		22,032,111
						extra interest paid with 30 year term		\$ 1,848,521



North County Animal Shelter Building and Site Analysis

City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446

City of Atascadero
6500 Palma Avenue
Atascadero, CA 93422

October 26, 2017
Version 1.2

RAVATT ALBRECHT & ASSOCIATES, INC.

Orcutt Office: 125 Union Ave. #201, Orcutt, CA 93455 | PO Box 2267, Santa Maria, CA 93457-2267 | 805-928-5002

San Luis Obispo Office: 1371 Pacific Street, San Luis Obispo, CA 93401 | 805-786-4391 | www.ravatt-albrecht.com

TABLE OF CONTENTS

Building Program Summary	Page 4
Project Cost Summary	Page 7
Similar Project Cost Comparison	Page 9
Profession Design Fees Summary	Page 11
Concept Floor Plan	Page 13
Cost Estimate – Floor Plan	Page 16
Concept Site Plan – Wisteria Lane	Page 31
Cost Estimate – Wisteria Lane	Page 35
Concept Site Plan – Sulphur Springs Road	Page 45
Cost Estimate – Sulphur Springs Road	Page 49
Alternate Concept Site Plan – Paso Robles Blvd	Page 59
Appendix	
Building Typology Study	Page 62
City Service Summaries	Page 69
Project Site Information	Page 74

Building Program Summary



Program Summary

NORTH VALLEY ANIMAL SHELTER

10/24/2017

GENERAL

Services to be provided: Analysis of the cost-effectiveness of a north county animal shelter option, in comparison to the proposed county-wide facility, so that the cities of Atascadero and Paso Robles can decide whether or not to construct and operate a north county shelter.

SITE INFORMATION AND DESIGN CRITERIA

2 Site Options:

Wisteria Lane (39.07 Acres)

Sulfur Springs (18.68 Acres)

Site design will need to include space for horses, livestock, and poultry.

Site design will need to include full-drive thru access for animal control trucks into and out of the intake garage.

Dumpster with adequate truck access.

Dog walk areas with fenced yards.

Adoption Dog Yard (60'x20')

Isolation Dog Yard (40'x20')

AREAS	SF	REMARKS
Entry		
Vestibule	55	For climate control and loose pet control.
Lobby		
Adoption/Surrender Lobby	415	Comfortable, moveable seating for 10-15
Client Restroom	48	1 client restroom
Drinking Fountain Alcove	0	high/low drinking fountains
Janitor's Closet	9	Near lobbies for quick cleanups. Mop sink.
Get Acquainted Cat Rooms	48	1 small room for public to get acquainted with potential new pets. Near cat area.
Get Acquainted Dog Rooms	124	2 small rooms for public to get acquainted with potential new pets. Near dog areas.
Reception		
Adoption Reception	197	4-5 check-in/check-out workstations. Partitions separating workstations. Chairs for clients. Leash hooks on client side. Drawers, computers, phones at each staff workstation.
Surrender/Reclaim Alcove	116	1 check-in/check/out workstations for surrender, reclaim. Leash hooks. Drawers, computers, phone. Shares the same staff as Adoption Reception.
Administrative Room	120	Accessible to both adoption reception and surrender alcove. To house general office supplies, copy machine, fax machine, files storage, etc., and two workstations.
Server Closet	15	IT closet.
Staff Spaces		
Shelter Manager's Office	67	
ACO's Office	91	
Conference Room/Staff Lounge	276	Counter, upper and lower casework, sink, refrigerator, dishwasher, microwave. 8 person table.
Staff Restrooms	96	2 staff restrooms.
Animal Housing		
Canine Adoption	457	Indoor/Outdoor runs. 14 dogs total.

Feline Adoption	229	20 cats using 2 tier cages, can add a third tier in the future for 30 cats total
Feline Congraget Room	89	Space for 8 cats. Play time equipment in room
Exotic Adoption	61	Space for 8 cages/pens.
Utility & Support		
Canine Food Prep / Laundry	154	countertop, upper and lower casework, full size refrigerator, shelving for food storage, bins for food storage, dishwasher, sink. Commercial washer and dryer, detergent storage, access to backs of machines for maintenance.
Feline Food Prep	54	countertop, upper and lower casework, full size refrigerator, shelving for food storage, bins for food storage, dishwasher, sink.
Bathe	58	Raised tub, towel storage.
Cleaning Supplies	32	Janitorial room with cleaning supplies for animal housing areas. Can be one central room or multiple small janitor's closet's throughout.
Central Storage	165	Could be separate container outside.
Mechanical	61	Water heater, central vac canisters, etc.
Electrical	0	Electrical Panels in hallway
Morgue	0	Alcove for 6' chest freezer (could also be part of the intake garage).
Intake/Isolation		
Intake Exam	100	10'x10'. Exam table, 4' counter with upper and lower casework, sink.
Canine Isolation #1	73	Space for 3-4 dogs.
Feline Isolation #1	61	Space for 5- 6 cats.
Exotic Isolation	0	Space for 3 cages/pens.
Canine Holding	457	14 dogs. Indoor/outdoor runs.
Feline Holding	86	18 cats
Feral Cat Room	86	18 cats
Total	3900	
Grossing Factor	1.29	(wall construction, uncalculated circulation, etc.)
Grand Total	5,038	SF Main Building

Covered Exterior & Non Conditioned Components		
Intake Garage	1025	8-10 holding runs, 4 cages. Covered drive-thru. Locked secure access. Floor drain. Connected to intake areas in main building.
Large Animal Corrals	1250	(2) 25'x25' corrals with metal cover
Small Animal Corrals	288	(2) 12'x12' corrals with metal cover
Poultry Corral	144	12'x12' with metal cover
Outdoor Canine Runs	600	Covered exterior runs, attached to interior runs for indoor/outdoor access through guillotine doors.
Total	2282	
Grossing Factor	1.3	(wall construction, uncalculated circulation, etc.)
Grand Total	2,967	SF Covered Exterior

Project Cost Summary

Total Project Construction Cost

	Estimated Cost Prevailing Wage	Open Shop	Delta
Building Located @ Wisteria Site	\$3,674,142.09	\$3,151,089.91	\$523,052.18
Building Located @ Sulpher Springs Site and Extend Utilities	\$3,736,825.49	\$3,224,542.75	\$512,282.74

Building	\$2,899,648.22	\$2,478,901.94	\$420,746.28	16.97%
Wisteria Site	\$774,493.87	\$672,187.97	\$102,305.90	15.22%
Sulpher Springs Site	\$712,177.27	\$626,640.81	\$85,536.46	13.65%
Extend Utilities to Property	Allow \$125,000.00	\$119,000.00	\$6,000.00	5.04%

Structural Values And Trade Offs

Structural Value	Estimated Structural Costs	Delta / Masonry	03 Concrete	04 Masonry	06 Carpnrtry	05 Metals
Masonry Building	\$865,382.00		\$239,212.00	\$190,618.00	\$346,250.00	\$89,302.00
Wood Frame Building	\$859,699.28	(\$5,682.72)	\$212,898.68	\$38,123.60	\$519,375.00	\$89,302.00
Steel Frame Building	\$844,522.28	(\$20,859.72)	\$212,898.68	\$38,123.60	\$138,500.00	\$455,000.00

Similar Project Cost Comparison

Similar Project Cost Comparison

Summarized here are similar project cost values on projects the design team worked on in the recent years. The buildings were of conventional construction, wood, or steel stud, and concrete masonry.

Facility	Size	Cost	Cost/sq.ft.	Year Complete	Construction Type
Bernalillo County Animal Care	17,186 sf	\$7,314,087	\$425	2017	Steel Stud, CMU
Carson City Animal Services	10,181 sf	\$3,969,455	\$389	2016	Wood Stud, CMU
Farmington Animal Shelter	15,667 sf	\$3,735,881	\$274	2012	Steel Stud, CMU
Santa Maria Animal Shelter	19,000 sf	\$9,971,536	\$524	2017 (current \$, completed in 2002)	Wood stud, CMU

Professional Design Fees Summary

Professional Design Fees Summary

We estimate a normal project sequence for design services on this project. Services for Schematic Design, Design Development, and Construction Drawings would be required to attain planning department approval and a building permit. Bidding Services and Construction Administration would be required to service the construction phase.

The estimated fees are as follows:

Estimated Cost Prevailing Wage
 Building and Site Cost for Wisteria Lane Site, APN: 025-435-029: \$3,674,142
 Design Fees: 15% of Construction Value
 Total Design Fees: **\$551,121**

Design Discipline	% of Construction Value	Estimated Fee
Architecture	8%	\$293,931
Mechanical, Electrical, Plumbing Engineering	3%	\$110,224
Civil Engineering	2%	\$73,483
Structural Engineering	2%	\$73,483

Estimated Cost Prevailing Wage
 Building and Site Cost for Sulphur Springs Site, APN: 008-051-026: \$3,611,825
 Design Fees: 15% of Construction Value
 Total Design Fees: **\$541,773**

Design Discipline	% of Construction Value	Estimated Fee
Architecture	8%	\$288,946
Mechanical, Electrical, Plumbing Engineering	3%	\$108,355
Civil Engineering	2%	\$72,237
Structural Engineering	2%	\$72,237

Owner Contracted Consultants

Soils Engineer Services **\$10,000**

Permit Fees **\$0**

It is anticipated that the City planning and building department fees will be waved.

Land Acquisition **\$0**

It is anticipated that the land cost will be waved.

Concept Floor Plan

Cost Estimate – Floor Plan

Report 4 Phase Detail

ABLDG
24-October-2017

NCAS1 North County Animal Shelter

Estimated Project Cost \$2,899,648.22

0.0	General Conditions	\$418,442.39
2.0	Building	\$2,481,205.83

Report 1 Work Code Detail

ABLDG
24-October-2017

NCAS1 North County Animal Shelter

Estimated Project Cost \$2,899,648.22

01. General Conditions	\$418,442.39
02. Site Work / Demolition	\$47,066.36
03. Concrete	\$239,212.61
04. Masonry	\$190,618.94
05. Metals	\$89,302.59
06 Carpentry	\$346,250.28
07 Moisture Protection	\$167,870.90
08 Doors / Windows / Glass	\$90,287.02
09. Finishes	\$274,069.96
10. Specialties	\$25,317.62
11. Equipment	\$149,911.26
12. Furnishings	\$63,271.96
15. Plumbing / Mechanical	\$475,312.26
16. Electrical / Low Voltage	\$322,714.07

Report 6 Tab Pages

ABLDG
24-October-2017

NCAS1 North County Animal Shelter

Estimated Project Cost \$2,899,648.22

Work Area	North County Animal Shelter		
0.0	General Conditions	Sub Total	\$418,442.39

01. General Conditions \$418,442.39

Report 3 Phase Work Code Detail

ABLDG
24-October-2017

NCAS1 North County Animal Shelter

Estimated Project Cost \$2,899,648.22

Work Area			
0.0	General Conditions	Sub Total	\$418,442.39

01. General Conditions

\$418,442.39

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
1.1041031	Temporary Power	8.00	month	\$650.00	\$5,200.00
1.1041061	Chemical Toilets	8.00	month	\$272.54	\$2,180.31
1.1043031	Office Trailer, 10' X 55', On	8.00	month	\$1,222.20	\$9,777.60
1.1801151	Clean Up, Progressive	6000.00	jsf	\$1.16	\$6,958.57
1.8200000	Construction Contingencies	2580771.00	aet	\$0.03	\$77,423.13
1.9222222	Design Contingency	2582745.00	%	\$0.03	\$77,482.35
1.9999990	Overhead & Profit	2660227.00	%	\$0.09	\$239,420.43

Work Area	North County Animal Shelter		
2.0	Building	Sub Total	\$2,481,205.83

02. Site Work / Demolition	\$47,066.36
03. Concrete	\$239,212.61
04. Masonry	\$190,618.94
05. Metals	\$89,302.59
06 Carpentry	\$346,250.28
07 Moisture Protection	\$167,870.90
08 Doors / Windows / Glass	\$90,287.02
09. Finishes	\$274,069.96
10. Specialties	\$25,317.62
11. Equipment	\$149,911.26
12. Furnishings	\$63,271.96
15. Plumbing / Mechanical	\$475,312.26
16. Electrical / Low Voltage	\$322,714.07

Work Area			
2.0	Building	Sub Total	\$2,481,205.83

02. Site Work / Demolition

\$47,066.36

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
2.6001041	Ac Paving	1224.00	sf	\$14.92	\$18,260.21
2.6005091	Conc. Curb In Canine Area & Sally Port	180.00	lf	\$52.57	\$9,462.14
2.6006091	Sidewalks & Conc Fin @ Entry	220.00	sf	\$13.43	\$2,953.50
2.7001021	Chain Link Fence @ Sally Port	108.00	lf	\$67.77	\$7,318.72
2.7001081	Man Gates @ Sally Port	1.00	ea	\$881.48	\$881.48
2.7001091	Chain Link Fence Gates @ Sally Port	4.00	ea	\$2,047.58	\$8,190.31

03. Concrete

\$239,212.61

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
3.0501011	Foundation & Footings	70.00	cy	\$1,244.07	\$87,085.20
3.0504061	Concrete Slab On Grade	105.00	cy	\$1,425.58	\$149,685.95
3.0506081	Concete Sloap To Drains	1600.00	sf	\$1.53	\$2,441.46

04. Masonry

\$190,618.94

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
4.2001111	Cmu Construction	5102.00	sf	\$37.36	\$190,618.94

Animal Shelter Building 7

05. Metals

\$89,302.59

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
5.1002071	Struct. Steel	7800.00	#	\$5.07	\$39,562.02
5.1002071	Steel Columns,6"X6"	7000.00	#	\$5.07	\$35,504.38
5.5015091	Trench Drains	192.00	lf	\$74.15	\$14,236.19

06 Carpentry

\$346,250.28

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
6.1001051	Frame Interior Walls	6000.00	sf	\$13.30	\$79,828.03
6.1002041	Roof Structure	8010.00	sf	\$13.86	\$111,017.34
6.1106021	Wood Posts	1.05	mbf	\$14,306.78	\$15,022.12
6.1201021	6x__ Headers	0.84	mbf	\$10,188.95	\$8,558.72
6.1205041	2x__Roof Joists	9.53	mbf	\$7,167.21	\$68,303.49
6.1406061	Plywood Roof Deck	8.00	msf	\$5,712.73	\$45,701.87
6.3001011	Glue Lam. Beams	1.00	mbf	\$5,078.72	\$5,078.72
6.6001011	Rough Hardware	7000.00	ea	\$1.82	\$12,740.00

07 Moisture Protection

\$167,870.90

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
7.2004041	Sound Insulation 3" Batts	6000.00	sf	\$1.89	\$11,323.84
7.2004051	Thermal Insulation @ C M U Walls	3934.00	sf	\$2.07	\$8,159.85
7.2004071	Ceiling / Roof Insulation	5038.00	sf	\$3.12	\$15,714.49

7.3008061	Steel Roof	7600.00	sf	\$14.60	\$110,946.85
7.6002041	Rain Gutters & Down Spouts	421.00	lf	\$14.59	\$6,143.50
7.6005011	Sheet Metal & Flashing	1600.00	lf	\$7.79	\$12,465.90
7.6005011	Soffit Vents	400.00	lf	\$7.79	\$3,116.48

08 Doors / Windows / Glass

\$90,287.02

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
8.1004051	Doors Exterior Avg	8.00	ea	\$1,320.17	\$10,561.34
8.1005061	Doors Int	35.00	ea	\$1,066.91	\$37,342.01
8.7001051	Hardware,Commercial,Doors	43.00	door	\$533.45	\$22,938.15
8.9001021	Windows & Store Fronts Ext	70.00	sf	\$29.02	\$2,031.62
8.9001021	Store Fronts & Windows Int	600.00	sf	\$29.02	\$17,413.89

09. Finishes

\$274,069.96

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
9.1101041	Undefined Finishes Allow	1.00	allow	\$28,734.51	\$28,734.51
9.1404061	Stucco Soffits	91.00	sy	\$62.27	\$5,666.88
9.1409041	Ceiling Access Doors	4.00	ea	\$319.94	\$1,279.78
9.2001011	Metal Stud Int Walls @ C M U	3934.00	sf	\$5.71	\$22,447.66
9.2008061	Gyp Board Walls & Ceiling Ceilings	16450.00	sf	\$5.19	\$85,440.45
9.4003071	Epoxy Paint	2800.00	sf	\$8.11	\$22,699.84
9.4003071	Epoxy Sealer Floors	1224.00	sf	\$13.66	\$16,720.05
9.5002061	Acoustic Ceiling	1400.00	sf	\$10.85	\$15,192.27

Animal Services Building 9

9.7001011	Sealed & Stained Concrete	2900.00	sf	\$7.23	\$20,973.05
9.7001071	Vinyl Flooring	144.00	sf	\$7.53	\$1,084.48
9.7003051	Rubber Base	5200.00	lf	\$3.73	\$19,420.95
9.8003091	Painting Interior	16450.00	sf	\$1.55	\$25,565.79
9.8007061	Vinyl.L Wall Covering	400.00	sf	\$6.53	\$2,612.99
9.9002011	Fiber Reinforced Panels	712.00	sf	\$8.75	\$6,231.26

10. Specialties

\$25,317.62

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
10.1504031	Toilet Paper Dispenser	3.00	ea	\$21.55	\$64.64
10.4001011	Paper Towel & Waste Combination	3.00	ea	\$856.34	\$2,569.01
10.4002011	Toilet Paper Dispenser	3.00	ea	\$210.78	\$632.33
10.4002011	Paper Towel Dispenser	3.00	ea	\$210.78	\$632.33
10.4003011	Restroom Trash Receptacle	3.00	ea	\$631.25	\$1,893.74
10.4005021	Toilet Seat Cover Dispenser	3.00	ea	\$85.01	\$255.03
10.4008061	Soap Dispenser	6.00	ea	\$420.67	\$2,524.05
10.4010051	Grab Bars	6.00	ea	\$327.20	\$1,963.20
10.4011101	Mirror, Stainless Steel Frame, 16" X 24", Sh	3.00	ea	\$244.90	\$734.70
10.5006081	A.D.A Toilet Room Signs	3.00	ea	\$214.72	\$644.17
10.5006081	Injt. Logos & Signs	25.00	ea	\$238.63	\$5,965.86
10.5006081	Signage Exterior	5.00	ea	\$290.63	\$1,453.17
10.5008011	Msc Finish Items Cnr Guards Etc	1.00	allow	\$5,437.56	\$5,437.56

10.5009021	Fire Ext. Cabinets	1.00	ea	\$547.84	\$547.84
------------	--------------------	------	----	----------	----------

11. Equipment

\$149,911.26

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
11.1601131	Chest Freezer	1.00	ea	\$2,080.00	\$2,080.00
11.1601141	House Hold Type Dishwasher	2.00	ea	\$1,229.28	\$2,458.56
11.1603021	Stainless Steel Counter Tops	19.00	lf	\$630.98	\$11,988.58
11.1703011	Benches Seats Install Incl	6.00	ea	\$761.05	\$4,566.33
11.1703051	Dog Runs Purchase	1.00	allow	\$67,000.00	\$67,000.00
11.1703051	Cat Condo's & Cages	1.00	allow	\$45,900.00	\$45,900.00
11.1703061	Dog Run Installation	56.00	ea	\$97.50	\$5,460.00
11.1703061	Cat Condo Install	1.00	ea	\$1,560.00	\$1,560.00
11.2322031	Bath Tub Groom, & Tables With Install	1.00	ea	\$6,760.00	\$6,760.00
11.2701021	Vacuum,Central Comm	1.00	ls	\$2,137.79	\$2,137.79

12.Furnishings

\$63,271.96

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
12.3002011	Cabinets Lower	40.00	lf	\$382.75	\$15,310.07
12.3002021	Cabinets Upper	40.00	lf	\$401.05	\$16,041.99
12.3003031	Storageshelves Installed	54.00	lf	\$145.69	\$7,867.21
12.3501021	Plastic Laminate Countertop	42.00	lf	\$69.50	\$2,918.95
12.4003031	Carpet	88.00	sy	\$62.88	\$5,533.74
12.8001151	Reception Desk System	1.00	allow	\$15,600.00	\$15,600.00

Agenda Item No. 1 - 2017-18

15. Plumbing / Mechanical

\$475,312.26

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
15.0001011	Plumbing Rough	27.00	fix	\$2,024.57	\$54,663.50
15.0001061	Washer Dryer Hookup	2.00	fix	\$492.29	\$984.57
15.1001071	Hot Water Storage Tank	1.00	ea	\$3,058.85	\$3,058.85
15.1201131	Single Bowl Sinks	4.00	ea	\$715.40	\$2,861.59
15.1201141	Misc. Plumbing (Fixtures & Pipe)	2.00	ea	\$838.42	\$1,676.83
15.1201171	Floor Sink	1.00	ea	\$576.79	\$576.79
15.1202051	Lavatory W/ Faucets	3.00	ea	\$1,764.36	\$5,293.09
15.1202071	Mop Sinks	3.00	ea	\$2,843.91	\$8,531.72
15.1202181	Water Closet	3.00	ea	\$769.24	\$2,307.71
15.1203041	Flush Valves	3.00	ea	\$631.25	\$1,893.74
15.1204051	Drinking Fountains	2.00	fix	\$1,317.73	\$2,635.46
15.1315051	Onsite Gas	150.00	lf	\$56.77	\$8,514.86
15.1405031	Gas Shut Off Valves	1.00	ea	\$1,661.60	\$1,661.60
15.1407041	Dog Water @ Runs Hose Bibs	56.00	ea	\$144.74	\$8,105.69
15.1407041	Hose Reels	5.00	ea	\$257.20	\$1,286.01
15.1407051	Soft Water Connection	1.00	ea	\$253.05	\$253.05
15.1407051	Hose Bibs	7.00	ea	\$168.55	\$1,179.84
15.1602031	Clean Outs Sewer	9.00	ea	\$964.40	\$8,679.62
15.1603021	Floor Drains Included Cainine Area	3.00	ea	\$673.82	\$2,021.45
15.3001071	Hvac Controls Susp Pkg	5038.00	sf	\$3.31	\$16,654.08

15.3001071	Hvac System Distribution (Install & Fabricat	5038.00	sf	\$16.09	\$81,039.66
15.3102111	Fau Vent 32 - 40	2.00	ea	\$5,318.79	\$10,637.57
15.3201011	Boiler	1.00	ea	\$13,140.53	\$13,140.53
15.3305011	Evap Coolers @ Dog Runs	3.00	ea	\$3,225.75	\$9,677.26
15.3401041	Hvac 5 Ton	2.00	ea	\$22,932.24	\$45,864.49
15.3701041	Exhaust Fans 75 - 350 Cfm Avg	16.00	ea	\$908.13	\$14,530.14
15.3702021	Exh Fan, Roof 500 - 1375 Avg	2.00	ea	\$3,870.26	\$7,740.53
15.3702041	Exh Fan, Roofb 1500 - 3475	1.00	ea	\$8,726.35	\$8,726.35
15.3804021	Relief Hoods	4.00	ea	\$980.49	\$3,921.98
15.4003021	Square Ducts	1400.00	#	\$27.47	\$38,451.83
15.4003101	Round Duct Small	90.00	lf	\$17.79	\$1,601.37
15.4003121	Round Duct Large	630.00	lf	\$38.45	\$24,221.98
15.4010011	Exhaust Air Terminals	25.00	ea	\$271.87	\$6,796.73
15.4012031	Supply Air Terminals	30.00	ea	\$636.26	\$19,087.80
15.4014031	Return Air Terminals	5.00	ea	\$432.18	\$2,160.92
15.5501021	Fire Sprinklers	6200.00	sf	\$8.85	\$54,873.07

16. Electrical / Low Voltage

\$322,714.07

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
16.0101111	Elec Rough Sally Port	1224.00	sf	\$10.03	\$12,279.74
16.0101201	Electrical Distb	5038.00	sf	\$19.06	\$96,037.30
16.1101011	Main Switchboard, 600v, 400a	1.00	ea	\$14,284.55	\$14,284.55

16.1102031	Panel, 250v, 225a	2.00	ea	\$3,919.74	\$7,839.47
16.1602111	Lighting Fixtures Allow Sally Port	4.00	ea	\$1,032.12	\$4,128.49
16.1602161	Le D Lighting Fixtures	104.00	ea	\$441.13	\$45,877.17
16.1801011	Telephone Main Terminal	1.00	ea	\$1,037.07	\$1,037.07
16.1802021	Fire Alarm Annunciator	1.00	ea	\$7,731.94	\$7,731.94
16.1802041	Fire Alarm Terminal Cabinet	1.00	ea	\$1,606.81	\$1,606.81
16.1802041	Ems Pan	1.00	ea	\$2,375.06	\$2,375.06
16.1802051	Fire Alarm Pull	6.00	ea	\$629.83	\$3,778.95
16.1802071	Fire A V	6.00	ea	\$509.15	\$3,054.89
16.1802121	Fire Alarm Smoke Detector	8.00	ea	\$572.73	\$4,581.85
16.1802131	Fire Alarm Flow Switch Connect	1.00	ea	\$708.57	\$708.57
16.1803041	Speaker Enclosure,Flush	5.00	ea	\$200.63	\$1,003.17
16.1901011	Duplex Outlet	106.00	ea	\$295.17	\$31,287.91
16.1901031	Duplex Outlet,Gfi	8.00	ea	\$394.44	\$3,155.54
16.1901051	Double Duplex Outlet	16.00	ea	\$436.07	\$6,977.14
16.1901131	J-Box Outlet	11.00	ea	\$132.26	\$1,454.90
16.2402131	Data Rack	1.00	ea	\$3,120.05	\$3,120.05
16.3008021	Fan Connections	20.00	ea	\$615.01	\$12,300.17
16.3008061	A C / Fau Connections	5.00	ea	\$774.74	\$3,873.68
16.5602061	Data / Phone Pull Boxes	2.00	ea	\$1,645.05	\$3,290.10
16.6003101	Hid Lights	4.00	ea	\$1,858.72	\$7,434.88
16.6009161	Recessed Down Lights	25.00	ea	\$216.69	\$5,417.25

Ag

16.6010021	Exit Sign	6.00	ea	\$559.60	\$3,357.62
16.7001051	Switchs	20.00	ea	\$259.31	\$5,186.25
16.7001071	Switch 3 Pull	12.00	ea	\$430.40	\$5,164.76
16.7001241	O Sensors / Daylight	22.00	ea	\$379.02	\$8,338.53
16.7001241	Time Switches	14.00	ea	\$810.59	\$11,348.26
16.7005081	Phone Data Outlet	20.00	ea	\$111.94	\$2,238.74
16.7208071	Clock,Speaker Mounted	7.00	ea	\$349.03	\$2,443.24

Concept Site Plan – Wisteria Lane

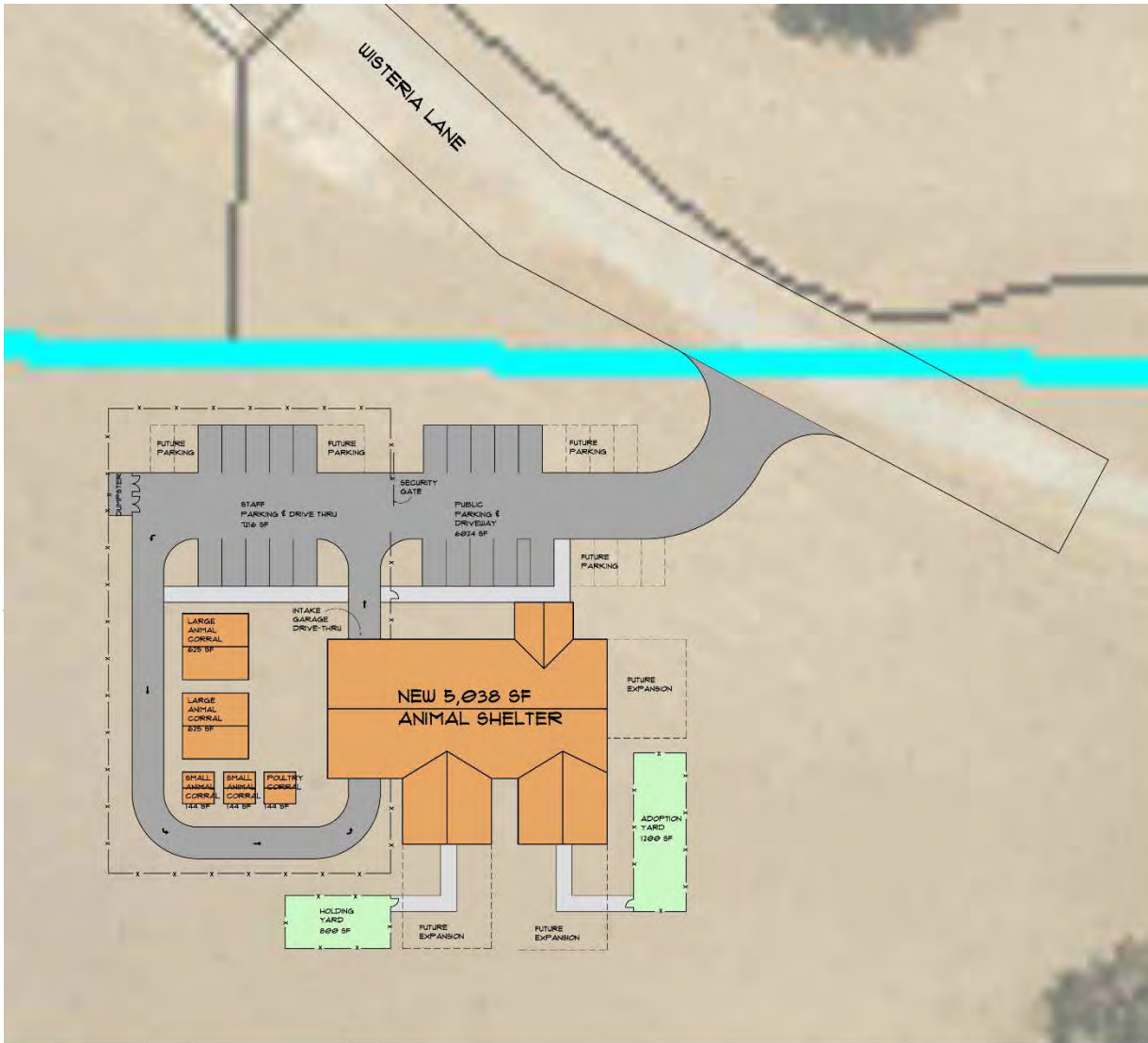
Site Summary for Wisteria Lane Property, APN 025-435-029

Owner: Thomas Erskine
Parcel size: 38.4 acres

The property is zoned RA – Residential and Agriculture with a PD – Plan Development overlay. A general plan amendment will be required and the project will follow general CEQA procedures for site environmental review. It is anticipated that a mitigated negative declaration would result.

There are several possible project site locations for development. There are two potential locations shown for conceptual development. All utilities are present on the street at the Wisteria Lane site. A septic sewer system would be required on the Paso Robles Blvd site.

A conditional use permit would be required for the development of an Animal Shelter.



ENLARGED CONCEPT SITE PLAN
1" = 20' 0"



OVERALL CONCEPT SITE PLAN
1" = 200' 0"



CONCEPTUAL SITE PLAN - WISTERIA LANE
NORTH VALLEY ANIMAL SHELTER - PASO ROBLES, CA
10.23.17 BDA ARCHITECTURE, P.C.



Cost Estimate – Wisteria Lane

Report 4 Phase Detail

A1SITE
24-October-2017

NCAS1 Wisteria Animal Shelter Site

Estimated Project Cost \$774,493.87

2.0	Site Work	\$699,835.29
2.1	Corral Area	\$74,658.57

Report 1 Work Code Detail

A1SITE
24-October-2017

NCAS1 Wisteria Animal Shelter Site

Estimated Project Cost \$774,493.87

01. General Conditions	\$51,373.26
02. Site Work / Demolition	\$630,018.91
03. Concrete	\$8,837.46
04. Masonry	\$7,303.81
05. Metals	\$20,250.01
10. Specialties	\$34,467.68
11. Equipment	\$8,679.34
15. Plumbing / Mechanical	\$8,904.78
16. Electrical / Low Voltage	\$4,658.63

Report 6 Tab Pages

A1SITE
24-October-2017

NCAS1 Wisteria Animal Shelter Site

Estimated Project Cost \$774,493.87

Work Area	Wisteria Animal Shelter Site		
2.0	Site Work	Sub Total	\$699,835.29

01. General Conditions	\$51,373.26
02. Site Work / Demolition	\$578,593.49
03. Concrete	\$8,837.46
04. Masonry	\$7,303.81
05. Metals	\$4,437.50
10. Specialties	\$34,467.68
11. Equipment	\$8,679.34
15. Plumbing / Mechanical	\$1,484.13
16. Electrical / Low Voltage	\$4,658.63

Report 3 Phase Work Code Detail

A1SITE
24-October-2017

NCAS1 Wisteria Animal Shelter Site

Estimated Project Cost \$774,493.87

Work Area			
2.0	Site Work	Sub Total	\$699,835.29

01. General Conditions

\$51,373.26

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
1.9999990	Contractor O / H / P	570814.00	%	\$0.09	\$51,373.26

02. Site Work / Demolition

\$578,593.49

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
2.7602061	Ground Cover	45.00	ea	\$15.41	\$693.55
2.7606061	Hydro Seed Native Plants	1000.00	sf	\$0.73	\$730.72
2.2008061	Rip Rap	1.00	ls	\$941.58	\$941.58
2.5404041	Gas Shut Off Valves	2.00	ea	\$485.03	\$970.06
2.7407031	Water Valve Boxes	4.00	ea	\$457.30	\$1,829.21
2.6002041	Ac Paint & Striping	11400.00	sf	\$0.17	\$1,924.49
2.7602091	Shrubs 5 Gal.	25.00	ea	\$78.93	\$1,973.27
2.7001081	Man Gates Fence Adopt & Holding	2.00	ea	\$1,147.00	\$2,294.01
2.5404051	Fire Dept Connection	1.00	ea	\$2,372.06	\$2,372.06
2.5305111	Thrust Blocks (Water)	3.00	ea	\$831.56	\$2,494.68
2.5408061	Post Indicator Valve	1.00	ea	\$2,714.70	\$2,714.70

2.5708061	Transformer Pad	100.00	sf	\$30.29	\$3,029.42
2.5705031	Hvywl Pvc Conduit,3/4" To 1"	420.00	lf	\$8.55	\$3,589.29
2.7606131	Scarify & Topdress 0 To 6"	3500.00	sy	\$1.17	\$4,092.23
2.7602131	Trees 15 Gal.	12.00	ea	\$370.71	\$4,448.46
2.5505021	Clean Outs	6.00	ea	\$779.79	\$4,678.76
2.5705121	4-6" Conduit	140.00	lf	\$38.52	\$5,392.53
2.5405041	Fire 4" 6" Valves	4.00	ea	\$1,367.17	\$5,468.66
2.5404041	Tie Ins Water Sewer Gas	4.00	ea	\$1,395.25	\$5,580.99
2.6004091	Engineered Fill	518.00	cy	\$11.66	\$6,037.59
2.7401011	Irrigation	2630.00	sf	\$2.32	\$6,091.66
2.5404051	Gate Valves	3.00	ea	\$2,372.06	\$7,116.19
2.5705081	2" Power/ Phone/Data Conduit	420.00	lf	\$17.41	\$7,311.78
2.5111011	4" Sewer	140.00	lf	\$54.27	\$7,598.36
2.5707101	Conc Manhole,6'x8'x6',W/Cover	1.00	ea	\$8,398.20	\$8,398.20
2.5408031	Fire Hyd,(2) 2 1/2" (1) 4/4 1/	2.00	ea	\$4,272.59	\$8,545.18
2.5305011	3" To 4" Water Line	140.00	lf	\$69.09	\$9,672.50
2.5305011	Gas Line	140.00	lf	\$69.09	\$9,672.50
2.2005061	Grading Incl Over Ex Compact	900.00	cy	\$11.79	\$10,614.67
2.5305021	6" Fire Main	140.00	lf	\$81.16	\$11,361.76
2.6005091	6" Conc. Curb/Gutter	300.00	lf	\$41.76	\$12,528.87
2.5808021	Flood Lights	6.00	ea	\$2,299.37	\$13,796.23
2.2001021	Clear & Grub Large Area	66000.00	sf	\$0.22	\$14,799.15

2.7001021	Fence @ Holding & Adopt Enclosures	350.00	lf	\$45.01	\$15,752.40
2.2006041	Grading Fill & Compact	1040.00	cy	\$15.21	\$15,822.30
2.5701031	Trench, Conduit, 2'x3' Deep, Fill, Tamped	1400.00	lf	\$13.35	\$18,685.45
2.2001071	Finish Grading	46500.00	sf	\$0.41	\$18,864.40
2.2004021	Grading Cut	890.00	cy	\$22.51	\$20,029.52
2.6006091	Conc Walks & Patios	2000.00	sf	\$10.14	\$20,274.89
2.2004031	Site Contingencies	548860.00	pct	\$0.04	\$21,954.40
2.7001021	Chain Link Fence	528.00	lf	\$45.01	\$23,763.62
2.5111021	Storm Drain System	400.00	lf	\$62.17	\$24,867.20
2.5807021	Pole Light	4.00	ea	\$7,649.50	\$30,598.02
2.6004111	A G Base Parking Lot	11700.00	sf	\$3.14	\$36,683.60
2.6005091	A C Curb & Gutter	1100.00	lf	\$41.76	\$45,939.20
2.6001031	Ac Paving	11400.00	sf	\$8.47	\$96,595.17

03. Concrete

\$8,837.46

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
3.0504061	Trash Encl Conc Pad	3.60	cy	\$951.81	\$3,426.53
3.0501011	Concrete Wall Footings Trash Encl	5.50	cy	\$983.80	\$5,410.93

04. Masonry

\$7,303.81

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
4.2001011	Trash Enclosure Masonry	270.00	sf	\$27.05	\$7,303.81

Watershed

05. Metals

\$4,437.50

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
5.3003031	Metal Deck Gates T C	4.00	sf	\$1,109.38	\$4,437.50

10. Specialties

\$34,467.68

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
10.5006081	Injt. Logos & Signs	2.00	ea	\$351.75	\$703.50
10.5006101	Parking Lot Entry Sign	1.00	ea	\$1,273.71	\$1,273.71
10.5006091	Handicap Directional Sign	4.00	ea	\$450.57	\$1,802.28
10.5002011	Flag Pole	1.00	ea	\$6,488.19	\$6,488.19
10.5006085	Ext Buiding Signage	4.00	ls	\$6,050.00	\$24,200.00

11. Equipment

\$8,679.34

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
11.1703051	Bike Rack	1.00	ea	\$2,416.29	\$2,416.29
11.1901011	Automatic Vehicle Gate	1.00	ea	\$6,263.05	\$6,263.05

15. Plumbing / Mechanical

\$1,484.13

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
15.1407031	Water Supply @ Holding & Adopt Area	2.00	ea	\$742.07	\$1,484.13

16. Electrical / Low Voltage

\$4,658.63

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
16.5602061	Pull Box Elec / Ph/ Data	7.00	ea	\$665.52	\$4,658.63

Work Area	Wisteria Animal Shelter Site		
2.1	Corral Area	Sub Total	\$74,658.57

02. Site Work / Demolition	\$51,425.41
05. Metals	\$15,812.51
15. Plumbing / Mechanical	\$7,420.65

Work Area			
2.1	Corral Area	Sub Total	\$74,658.57

02. Site Work / Demolition

\$51,425.41

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
2.6004021	Decomposed Granite @ Corral	140.00	ton	\$26.01	\$3,641.87
2.7001081	Man Gates @ Corrals	6.00	ea	\$1,147.00	\$6,882.03
2.7001101	Large Corral Gates	4.00	ea	\$3,749.41	\$14,997.63
2.7001021	Fence @ Corrals	500.00	lf	\$51.81	\$25,903.89

05. Metals

\$15,812.51

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
5.1107011	Metal Roof Covers Over Corrals	660.00	sf	\$23.96	\$15,812.51

15. Plumbing / Mechanical

\$7,420.65

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
15.1407031	Animal Supply Water @ Corrals	10.00	ea	\$742.07	\$7,420.65

Concept Site Plan – Sulphur Springs Road

Site Summary for Sulphur Springs Road Property, APN 008-050-026

Owner: City of Paso Robles
Parcel size: 19.95 acres

The property is zoned C3 – Commercial with a Salinas River overlay. A general plan amendment will be required and the project will follow general CEQA procedures for site environmental review. It is anticipated that a mitigated negative declaration would result.

There is limited access for development and expansion as the site is situated near a bank. All utilities are present on the street.

Off site improvements will be required. Water and sewer utilities will need to be run from the north of the site approximately 800 feet from the adjacent treatment plant.

A conditional use permit would be required for the development of an Animal Shelter.



ENLARGED CONCEPT SITE PLAN
1" = 20'-0"
NORTH



OVERALL CONCEPT SITE PLAN
1" = 200'-0"
NORTH

CONCEPTUAL SITE PLAN - SULPHUR SPRINGS ROAD
NORTH VALLEY ANIMAL SHELTER - PASO ROBLES, CA
10.23.17 BDA ARCHITECTURE, P.C.

Cost Estimate – Sulphur Springs Road

Report 4 Phase Detail

A2SITE
24-October-2017

NCAS1 Sulpher Animal Shelter Site

Estimated Project Cost \$712,177.27

2.0	Site Work	\$637,518.70
2.1	Corral Area	\$74,658.57

Report 1 Work Code Detail

A2SITE
24-October-2017

NCAS1 Sulpher Animal Shelter Site

Estimated Project Cost \$712,177.27

01. General Conditions	\$58,803.57
02. Site Work / Demolition	\$553,498.39
03. Concrete	\$8,837.46
04. Masonry	\$7,303.81
05. Metals	\$19,486.87
10. Specialties	\$35,741.39
11. Equipment	\$14,942.38
15. Plumbing / Mechanical	\$8,904.78
16. Electrical / Low Voltage	\$4,658.63

Report 6 Tab Pages

A2SITE
24-October-2017

NCAS1 Sulpher Animal Shelter Site
Estimated Project Cost \$712,177.27

Work Area	Sulpher Animal Shelter Site		
2.0	Site Work	Sub Total	\$637,518.70

01. General Conditions	\$58,803.57
02. Site Work / Demolition	\$502,072.98
03. Concrete	\$8,837.46
04. Masonry	\$7,303.81
05. Metals	\$3,674.36
10. Specialties	\$35,741.39
11. Equipment	\$14,942.38
15. Plumbing / Mechanical	\$1,484.13
16. Electrical / Low Voltage	\$4,658.63

Report 3 Phase Work Code Detail

A2SITE
24-October-2017

NCAS1 Sulpher Animal Shelter Site

Estimated Project Cost \$712,177.27

Work Area			
2.0	Site Work	Sub Total	\$637,518.70

01. General Conditions

\$58,803.57

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
1.999990	Contractor O / H / P	653373.00	%	\$0.09	\$58,803.57

02. Site Work / Demolition

\$502,072.98

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
2.2001021	Clear & Grub Large Area	64750.00	sf	\$0.22	\$14,518.86
2.2001071	Finish Grading	44930.00	sf	\$0.41	\$18,227.47
2.2004021	Grading Cut	890.00	cy	\$22.51	\$20,029.52
2.2004031	Site Contingencies	628243.00	allow	\$0.04	\$25,129.72
2.2006041	Grading Fill & Compact	1040.00	cy	\$15.21	\$15,822.30
2.2008061	Rip Rap	1.00	ls	\$941.58	\$941.58
2.5111011	4" Sewer	50.00	lf	\$54.27	\$2,713.70
2.5111021	Storm Drain System	400.00	lf	\$62.17	\$24,867.20
2.5305011	3" To 4" Water Line	50.00	lf	\$69.09	\$3,454.47
2.5305011	Gas Line	50.00	lf	\$69.09	\$3,454.47
2.5305021	6" Fire Main	50.00	lf	\$81.16	\$4,057.77

2.5305111	Thrust Blocks (Water)	3.00	ea	\$831.56	\$2,494.68
2.5404041	Tie Ins Water Sewer Gas	4.00	ea	\$1,395.25	\$5,580.99
2.5404041	Gas Shut Off Valves	2.00	ea	\$485.03	\$970.06
2.5404051	Fire Dept Connection	1.00	ea	\$2,372.06	\$2,372.06
2.5404051	Gate Valves	3.00	ea	\$2,372.06	\$7,116.19
2.5405041	Fire 4" 6" Valves	4.00	ea	\$1,367.17	\$5,468.66
2.5408031	Fire Hyd,(2) 2 1/2"/(1) 4/4 1/	2.00	ea	\$4,272.59	\$8,545.18
2.5408061	Post Indicator Valve	1.00	ea	\$2,714.70	\$2,714.70
2.5505021	Clean Outs	6.00	ea	\$779.79	\$4,678.76
2.5701031	Trench, Conduit, 2'x3' Deep, Fill, Tamped	950.00	lf	\$13.35	\$12,679.41
2.5705031	Hvywl Pvc Conduit,3/4" To 1"	150.00	lf	\$8.55	\$1,281.89
2.5705081	2" Power/ Phone/Data Conduit	150.00	lf	\$17.41	\$2,611.35
2.5705121	4-6" Conduit	50.00	lf	\$38.52	\$1,925.90
2.5707101	Conc Manhole,6'x8'x6',W/Cover	1.00	ea	\$8,398.20	\$8,398.20
2.5708061	Transformer Pad	100.00	sf	\$30.29	\$3,029.42
2.5807021	Pole Light	4.00	ea	\$7,649.50	\$30,598.02
2.5808021	Flood Lights	6.00	ea	\$2,299.37	\$13,796.23
2.6001031	Ac Paving	9300.00	sf	\$8.47	\$78,801.32
2.6002041	Ac Paint & Striping	9300.00	sf	\$0.17	\$1,569.98
2.6004091	Engineered Fill	518.00	cy	\$11.66	\$6,037.59
2.6004111	A G Base Parking Lot	11800.00	sf	\$3.14	\$36,997.13
2.6005091	6" Conc. Curb/Gutter	600.00	lf	\$41.76	\$25,057.74

2.6005091	A C Curb & Gutter	600.00	lf	\$41.76	\$25,057.74
2.6006091	Conc Walks & Patios	2000.00	sf	\$10.14	\$20,274.89
2.7001021	Chain Link Fence	450.00	lf	\$45.01	\$20,253.09
2.7001021	Fence @ Holding & Adopt Enclosures	350.00	lf	\$45.01	\$15,752.40
2.7001081	Man Gates Fence Adopt & Holding	2.00	ea	\$1,147.00	\$2,294.01
2.7001081	Man Gates In Security Fence	1.00	ea	\$1,147.00	\$1,147.00
2.7401011	Irrigation	2630.00	sf	\$2.32	\$6,091.66
2.7407031	Water Valve Boxes	4.00	ea	\$457.30	\$1,829.21
2.7602061	Ground Cover	65.00	ea	\$15.41	\$1,001.79
2.7602091	Shrubs 5 Gal.	40.00	ea	\$78.93	\$3,157.24
2.7602131	Trees 15 Gal.	12.00	ea	\$370.71	\$4,448.46
2.7606061	Hydro Seed Native Plants	1000.00	sf	\$0.73	\$730.72
2.7606131	Scarify & Topdress 0 To 6"	3500.00	sy	\$1.17	\$4,092.23

03. Concrete

\$8,837.46

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
3.0501011	Concrete Wall Footings Trash Encl	5.50	cy	\$983.80	\$5,410.93
3.0504061	Trash Encl Conc Pad	3.60	cy	\$951.81	\$3,426.53

04. Masonry

\$7,303.81

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
4.2001011	Block Masonry Wall Trash Encl	270.00	sf	\$27.05	\$7,303.81

05. Metals

\$3,674.36

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
5.3003031	Metal Deck Gates T C	4.00	ea	\$918.59	\$3,674.36

10. Specialties

\$35,741.39

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
10.5002011	Flag Pole	1.00	ea	\$6,488.19	\$6,488.19
10.5006081	Injt. Logos & Signs	2.00	ea	\$351.75	\$703.50
10.5006085	Ext Buiding Signage	4.00	ls	\$6,050.00	\$24,200.00
10.5006091	Handicap Directional Sign	4.00	ea	\$450.57	\$1,802.28
10.5006101	Parking Lot Entry Sign	2.00	ea	\$1,273.71	\$2,547.42

11. Equipment

\$14,942.38

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
11.1703051	Bike Rack	1.00	ea	\$2,416.29	\$2,416.29
11.1901011	Automatic Vehicle Gate	2.00	ea	\$6,263.05	\$12,526.09

15. Plumbing / Mechanical

\$1,484.13

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
15.1407031	Water Supply @ Holding & Adopt Area	2.00	ea	\$742.07	\$1,484.13

16. Electrical / Low Voltage

\$4,658.63

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
16.5602061	Pull Box Elec / Ph/ Data	7.00	ea	\$665.52	\$4,658.63

Work Area	Sulpher Animal Shelter Site		
2.1	Corral Area	Sub Total	\$74,658.57

02. Site Work / Demolition	\$51,425.41
05. Metals	\$15,812.51
15. Plumbing / Mechanical	\$7,420.65

Work Area			
2.1	Corral Area	Sub Total	\$74,658.57

02. Site Work / Demolition

\$51,425.41

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
2.6004021	Decomposed Granite @ Corral	140.00	ton	\$26.01	\$3,641.87
2.7001021	Fence @ Corrals	500.00	lf	\$51.81	\$25,903.89
2.7001081	Man Gates @ Corrals	6.00	ea	\$1,147.00	\$6,882.03
2.7001101	Large Corral Gates	4.00	ea	\$3,749.41	\$14,997.63

05. Metals

\$15,812.51

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
5.1107011	Metal Roof Covers Over Corrals	660.00	sf	\$23.96	\$15,812.51

15. Plumbing / Mechanical

\$7,420.65

Work Code	Description	Quantity	U / M	Unit Cost	Total Cost
15.1407031	Animal Supply Water @ Corrals	10.00	ea	\$742.07	\$7,420.65

Alternate Concept Site Plan – Paso Robles Blvd



ENLARGED CONCEPT SITE PLAN
1" = 20' 0"



OVERALL CONCEPT SITE PLAN
1" = 20' 0"



ALTERNATE SITE PLAN - PASO ROBLES BLVD
NORTH VALLEY ANIMAL SHELTER - PASO ROBLES, CA
10.24.17 BDA ARCHITECTURE, P.C.



APPENDIX

Building Typology Study

Building Typology Study

The following construction types were evaluated:

- **PMC** Permanent Modular Construction (factory built construction)
- **PEB** Pre-engineered building (Steel framed, metal siding and metal roof construction)
- **SB-Wood** (Site Built conventional wood framing with concrete slab/ foundation construction)
- **SB- STL/MAS** (Site Built convention masonry building with metal framed structural roof)

Permanent Modular Construction

Modular construction is a process in which a building is constructed off-site, under controlled plant conditions, using the same materials and designing to the same codes and standards as conventionally built facilities – but in about half the time. Buildings are produced in “modules” that are put together on site.

Structurally, modular buildings are generally stronger than conventional construction because each module is engineered to independently withstand the rigors of transportation and craning onto foundations. Once together and sealed, the modules become one integrated wall, floor and roof assembly.



Ill 102: factory built module

Building off-site creates an opportunity for better construction quality management. Materials that are delivered to the plant location are safely and securely stored in the manufacturer’s warehouse to prevent damage or deterioration from moisture and the elements. Many manufacturing plants have stringent QA/QC programs with independent inspection and testing protocols that promote superior quality of construction every step of the way.

Beyond quality management and improved completion time, modular construction offers numerous other benefits to owners. Removing approximately 80% of the building construction activity from the site location significantly reduces site disruption, vehicular traffic and can improve overall safety and security. Reducing on-site activity and thereby eliminating a large part of the ongoing construction hazards can be a tremendous advantage.

Permanent Modular Construction “PMC” is a term used to describe modular construction permanently attached to a foundation. For the purpose of this report PMC buildings are constructed of wood with steel frames. The structures are 60% to 90% completed in a factory-controlled environment, and transported and assembled at the final building site.

PMC modules can be integrated into site built projects or stand alone as a turn-key solution and can be delivered with Mechanical HVAC, Electrical Wiring, Plumbing, Fixtures, and Interior Finishes. A lot of research has come out in the last few years supporting the fact that modular construction is an efficient construction process and poised to help the industry grow.

A recent report by the National Institute of Standards and Technology and the National Research Council identifies modular construction as an underutilized resource and a breakthrough for the U.S. construction industry to advance its competitiveness and efficiency.

(Ref: modular building institute)

Advantages

- Labor cost is less (no prevailing wage at the factory)
- Potential length of construction time shortened
- Minimized weather delays
- Factory controlled construction results in greater attention to details regarding weather tightness and insulation
- Safer work environment

Disadvantages

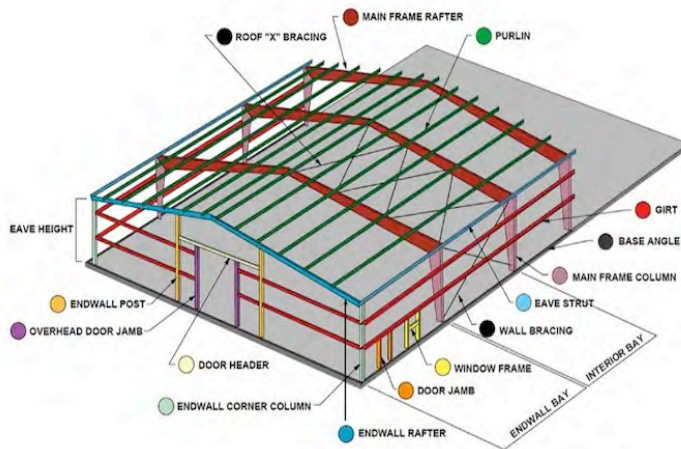
- Lifespan is only 20 years
- Not usually maintained during lifespan therefore reducing life
- Building generally limited to a rectangular shape
- Design of interior walls and door layout can be limited due to 12’ column spacing
- Transportation restrictions on design
- Limited selection of materials, finishes, etc.
- Inability for changes during construction
- Ceiling height usually limited to 9’-6”
- Need for exterior ramp to entry height (see discussion for recessed foundation)
- Some construction is done on-site after piecing the building together (prevailing wage labor costs)

PEB Steel Framed Construction

A pre-engineered building (PEB) is designed by a PEB supplier or PEB manufacturer, to be fabricated using best suited inventory of raw materials available from all sources and manufacturing methods that can efficiently satisfy a wide range of structural and aesthetic design requirements. Within some geographic industry sectors these buildings are also called Pre-Engineered Metal Buildings (PEMB) or, as

is becoming increasingly common due to the reduced amount of pre-engineering involved in custom computer-aided designs, simply Engineered Metal Buildings (EMB).

Historically, the primary framing structure of a pre-engineered building is an assembly of I-shaped members, often referred as I-beams. In pre-engineered buildings, the I-beams used are usually formed



Ill 103: diagram of components in a PEB system – note rod bracing in wall and ceiling

by welding together steel plates to form the I section. The I beams are then field-assembled (e.g. bolted connections) to form the entire frame of the pre-engineered building. Some manufacturers taper the framing members (varying in web depth) to reduce weight according to the local loading effects. Larger plate dimensions are used in areas of higher load effects.

Other forms of primary framing can include trusses, mill sections rather than three-plate welded castellated beams, etc. The choice of economic form can vary depending on factors such as local capabilities (e.g. manufacturing, transportation, construction) and variations in material vs. labor costs. Typically, primary frames are 2D type frames (i.e. may be analyzed using two-dimensional techniques).

Cold formed Z- and C-shaped members may be used as secondary structural elements to fasten and support the external cladding. Seismic bracing is accomplished by the 2D steel frames in the cross section and with rod bracing in the longitudinal direction.

While pre-engineered buildings can be adapted to suit a wide variety of structural applications, the greatest economy will be realized when utilizing standard details. An efficiently designed pre-engineered building can be lighter than the conventional steel buildings by up to 30%. Lighter weight equates to less steel and a potential price savings in structural framework.

Advantages

- Cost effective and structurally sound
- Flame resistant
- No termites or fungus
- Sustainable materials
- Less maintenance
- Short construction times
- Large Spans capable

Disadvantages

- Specialized construction for laborers – need special tools for assembly
- Higher cost for more skilled labor
- Building moves more than convention framing
- Conductor for heat. Steel conducts heat and cold. Large heat/cold loss unless mitigated (see simple saver example)
- Needs double wall system or high efficiency insulation to prevent heat transfer
- Requires more space for tapered steel columns and diagonal framing. Up to 18” of space lost at the column locations



Ill 104: Blanket insulation is compressed at steel member with the result being reduced R value – also messy looking

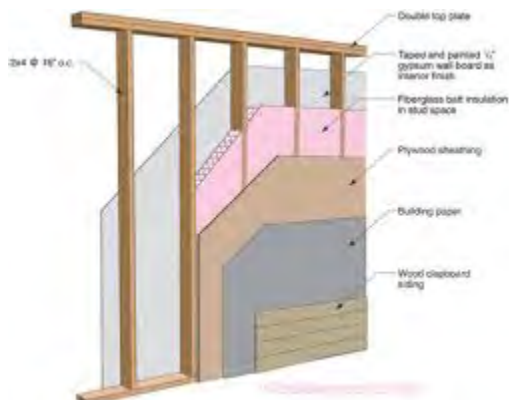


Ill 105: Simple Saver is a high R value system that fits between roof members – and looks good too

Site Built Construction

SB-Wood

Wood Framed low rise buildings are very much a California invention and account for most of the low-rise construction in the Western United States. Since the 1970's millions of buildings have been built and strengthened with "Simpson" shear panel hardware to lower risk in seismic events.



Ill 106: Simple wood framing systems combined with prefabricated wood truss systems dominate low-rise construction for a reason. Quick to construct and relatively long lasting - wood frame buildings can last 50 years with the right finishes

Advantages

- Lifespan is 40-50 years
- Wood framed buildings are easily maintained and renovated
- Basics of wood framing are well known to contractors and their workers
- Materials are readily available
- Construction changes are easily made once the project has started
- Readily accommodates almost any size or placement of windows or doors
- No out of the ordinary engineering or code approvals are required
- No requirement for heavy equipment for assembly
- Flexibility of design for the form and shape of the building
- Construction relatively quick – can be built on slab.

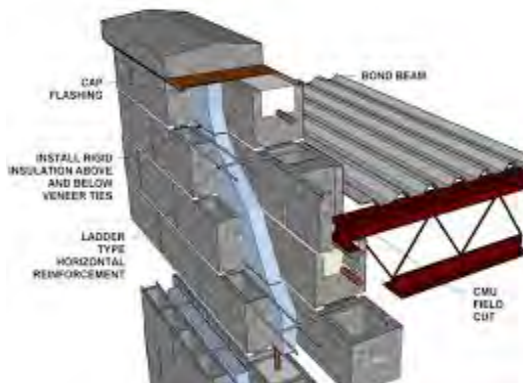
Disadvantages

- Labor cost and material shipping costs will be expensive due to the location of the project
- Wood framing can produce a lot of material waste
- If moisture control is not followed there is a risk to occupants health due to possible mold and mildew due to condensation and moisture problems.
- Wood is susceptible to termite infestation and rot

SB Steel/Masonry

Concrete Masonry Construction is an extremely durable construction system that is the primary choice for many commercial projects and when combined with a steel framed roof and a metal standing seam roof, it is not only durable but is stable, straight, and strong.

Masonry construction also has the advantage of building walls first to accelerate the roof framing (and hence weatherproofed) and then installing utilities and slab after the roof.



III 107: Concrete block is durable and strong. Combined with a steel roof it is the ideal system used for both commercial and institutional buildings.

Advantages

- Repels insect
- Flame resistant
- Soundproof
- Insulated roof reduces heat gain/heat loss
- Additional insulation may not be needed
- Siding is not needed
- Lifespan is 40-50 years
- Internal columns not needed

Disadvantages

- Higher cost for material & labor
- Needs furring at interior walls if finish or additional insulation desired

City Service Summaries

PASO ROBLES SERVICE SUMMARY

2014-2017

RA | page 69

	2014				2015			
	Cats	Dogs	Other	All Animals	Cats	Dogs	Other	All Animals
Impounds*	311	211	6	528	428	220	7	655
Surrenders & Returns	58	61	1	120	29	73	5	107
Disposal of Remains	44	6	9	59	34	12	11	57
Euthanasia Request	5	15	2	22	0	22	1	23
Shelter Quarantine	3	4	0	7	3	4	0	7
Lost & Found Report	59	249	5	313	58	182	3	243
Adoptions	172	153	3	328	204	149	5	358
Redemptions	5	75	1	81	2	94	0	96
Complaints & Investigations	1006				1050			
Requested Patrols	237				237			
Random Patrols	389				564			
Night Time Call Out	9				14			
Nuisance Abatements	11				18			
Bite Reports	122				92			
Rabies Tests	13				8			
Extended Quarantines	4				1			
# Dogs Licensed**					2752			

*Includes stray, confiscation, and custodial impound intakes

**As of fiscal year end (June30)

***Through 10/10/17

PASO ROBLES SERVICE SUMMARY

2014-2017

RA | page 70

	2016				2017 ^{***}			
	Cats	Dogs	Other	All Animals	Cats	Dogs	Other	All Animals
Impounds*	290	184	77	551	266	166	19	451
Surrenders & Returns	21	82	2	105	39	75	0	114
Disposal of Remains	36	10	10	56	35	3	5	43
Euthanasia Request	2	9	0	11	3	11	0	14
Shelter Quarantine	0	2	0	2	6	2	0	8
Lost & Found Report	69	179	3	251	41	117	2	160
Adoptions	146	142	7	295	104	131	2	237
Redemptions	17	75	0	92	5	57	0	62
Complaints & Investigations	780				680			
Requested Patrols	128				162			
Random Patrols	470				417			
Night Time Call Out	22				8			
Nuisance Abatements	6				15			
Bite Reports	89				83			
Rabies Tests	7				4			
Extended Quarantines	1				0			
# Dogs Licensed**	2908				3084			

*Includes stray, confiscation, and custodial impound intakes

**As of fiscal year end (June30)

***Through 10/10/17

ATASCADERO SERVICE SUMMARY

2014-2017

	2014				2015			
	Cats	Dogs	Other	All Animals	Cats	Dogs	Other	All Animals
Impounds*	220	145	15	380	321	118	18	457
Surrenders & Returns	33	57	1	91	58	50	2	110
Disposal of Remains	18	3	8	29	43	1	8	52
Euthanasia Request	6	12	0	18	5	8	2	15
Shelter Quarantine	0	2	0	2	0	1	0	1
Lost & Found Report	63	177	7	247	57	135	4	196
Adoptions	92	108	6	206	154	85	9	248
Redemptions	3	52	3	58	6	57	1	64
Complaints & Investigations	897				1041			
Requested Patrols	203				244			
Random Patrols	396				597			
Night Time Call Out	22				32			
Nuisance Abatements	18				19			
Bite Reports	94				63			
Rabies Tests	11				2			
Extended Quarantines	2				0			
# Dogs Licensed**					2037			

*Includes stray, confiscation, and custodial impound intakes

**As of fiscal year end (June30)

ATASCADERO SERVICE SUMMARY

2014-2017

RA | page 72

	2016				2017***			
	Cats	Dogs	Other	All Animals	Cats	Dogs	Other	All Animals
Impounds*	358	180	58	596	402	122	16	540
Surrenders & Returns	46	48	2	96	26	44	3	73
Disposal of Remains	38	5	16	59	23	4	5	32
Euthanasia Request	0	12	0	12	1	9	0	10
Shelter Quarantine	6	3	0	9	2	2	0	4
Lost & Found Report	51	101	3	155	48	70	9	127
			0					
Adoptions	216	97	20	333	150	76	19	245
Redemptions	13	64	29	106	7	65	0	72
Complaints & Investigations	849				822			
Requested Patrols	145				148			
Random Patrols	491				388			
Night Time Call Out	34				16			
Nuisance Abatements	4				13			
Bite Reports	92				59			
Rabies Tests	11				4			
Extended Quarantines	1				0			
# Dogs Licensed**	2101				2020			

*Includes stray, confiscation, and custodial impound intakes

**As of fiscal year end (June30)

***Through 10/10/17

Project Site Information

Property Information Search Results

One matching record was found for APN 025-435-029.

Assessment Number	Owner Name	Community	Structure Type	
025435029	Erskine Thomas H Tre	Paso Robles	Land	Select

Assessment Information for the 2017/2018 Tax Year

Assessment Number: 025-435-029
Owner Name: Erskine Thomas H Tre
Street Address:
Community Code: Paso Robles
Tax Rate Area: 002-025
Parcel Size: 38.4 Acres
Link to Map: [025435029](#)

Assessed Value: 1,067,595
Land Value: 1,067,595
Improvements: 0
Personal Property: 0
Fixtures Value: 0
Total Exemption: 0
Net: 1,067,595

Property Information as of December 27, 2012

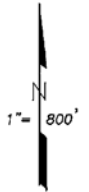
Primary Structure	Miscellaneous Improvements
Structure Type: Land Original Size: 0 Addition Size: 0 Total Area: 0 Year Built: 0 Bedrooms: 0 Bathrooms: 0 Levels: 0 Parking: None	Improvements: (none)

Disclaimer:

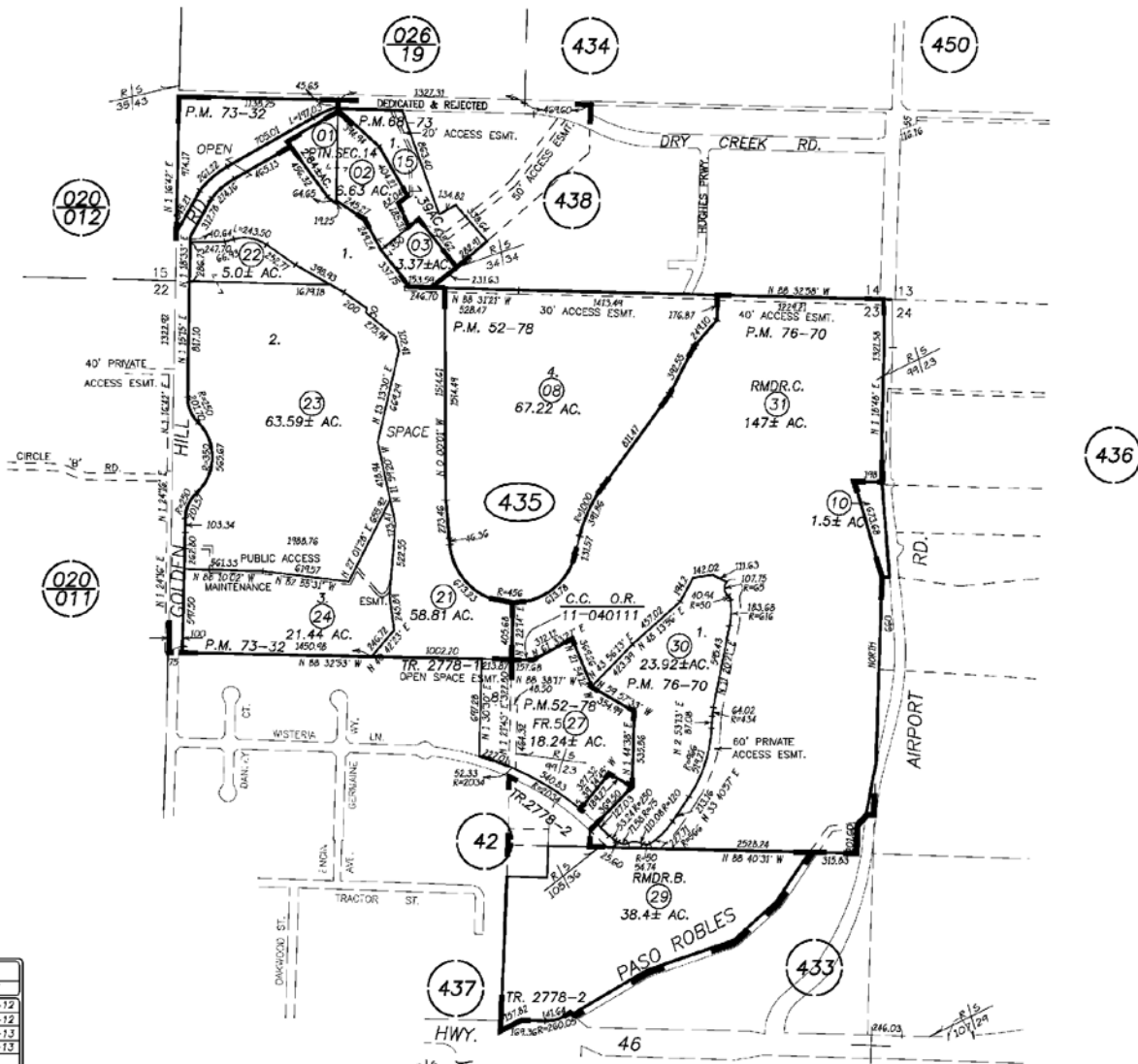
The data contained in this database is deemed reliable but not guaranteed. This information should be used for informational use only and does not constitute a legal document for the description of these properties. Every effort has been made to ensure the accuracy of this data; however, this material may be slightly dated which would have an impact on its accuracy. The San Luis Obispo County Assessor's Office disclaims any responsibility or liability for any direct or indirect damages resulting from the use of this data.

025-431

025-435



RA | page 75



REVISIONS	
LS.	DATE
12-121	02-08-12
12-121	02-09-12
13-148	03-28-13
14-084	10-17-13

400 0 800 1600

JS 12-03-05 THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY.

TRACT 2778-2; R.M. Bk. 33, Pg. 42-44.
 TRACT 2778-1; R.M. Bk. 30, Pg. 67-68.
 T.26S. ; R.12E. ; PORTION SECTIONS 14, 23, M.D.B.M.

CITY OF PASO ROBLES
 ASSESSOR'S MAP, COUNTY OF
 SAN LUIS OBISPO, CA.
 BOOK 025 PAGE 435

Property Information Search Results

One matching record was found for APN 008-051-026.

Assessment Number	Owner Name	Community	Structure Type	
008051026	City Of Paso Robles (955)	Paso Robles	Commercial/Industrial	Select

Assessment Information for the 2017/2018 Tax Year

Assessment Number: 008-051-026
Owner Name: City Of Paso Robles (955)
Street Address: 3200 Sulphur Springs Rd
Community Code: Paso Robles
Tax Rate Area: 002-032
Parcel Size: 19.95 Acres
Link to Map: [008051026](#)

Assessed Value: 0
Land Value: 0
Improvements: 0
Personal Property: 0
Fixtures Value: 0
Total Exemption: 0
Net: 0

Property Information as of January 1, 1991

Primary Structure

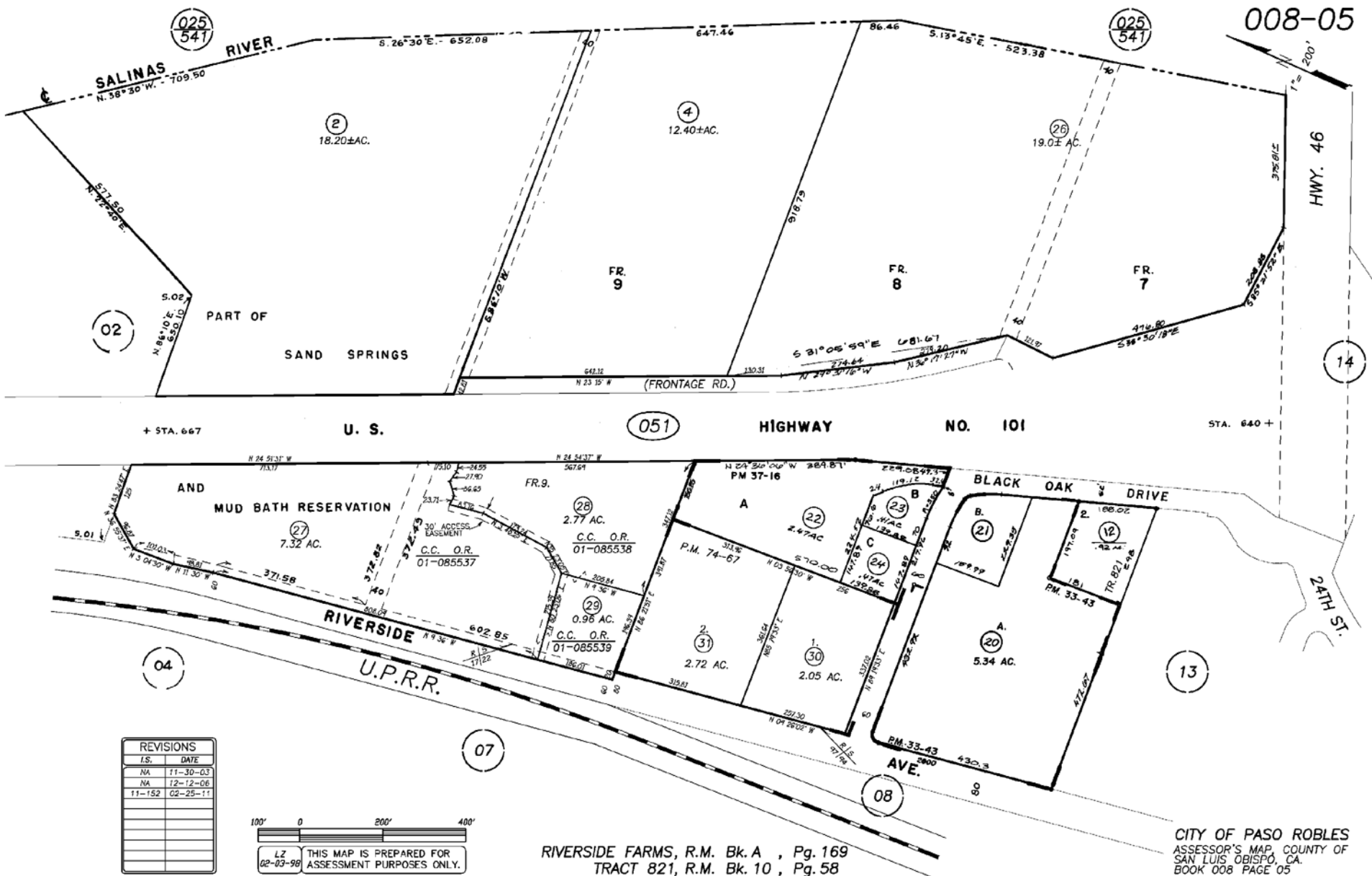
Structure Type: Commercial/Industrial
Original Size: 5,000
Addition Size: 0
Total Area: 5,000
Year Built: 1991
Bedrooms: 0
Bathrooms: 0
Levels: 1
Parking:

Miscellaneous Improvements

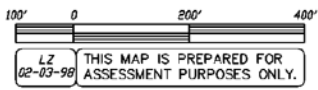
Improvements: (none)

Disclaimer:

The data contained in this database is deemed reliable but not guaranteed. This information should be used for informational use only and does not constitute a legal document for the description of these properties. Every effort has been made to ensure the accuracy of this data; however, this material may be slightly dated which would have an impact on its accuracy. The San Luis Obispo County Assessor's Office disclaims any responsibility or liability for any direct or indirect damages resulting from the use of this data.

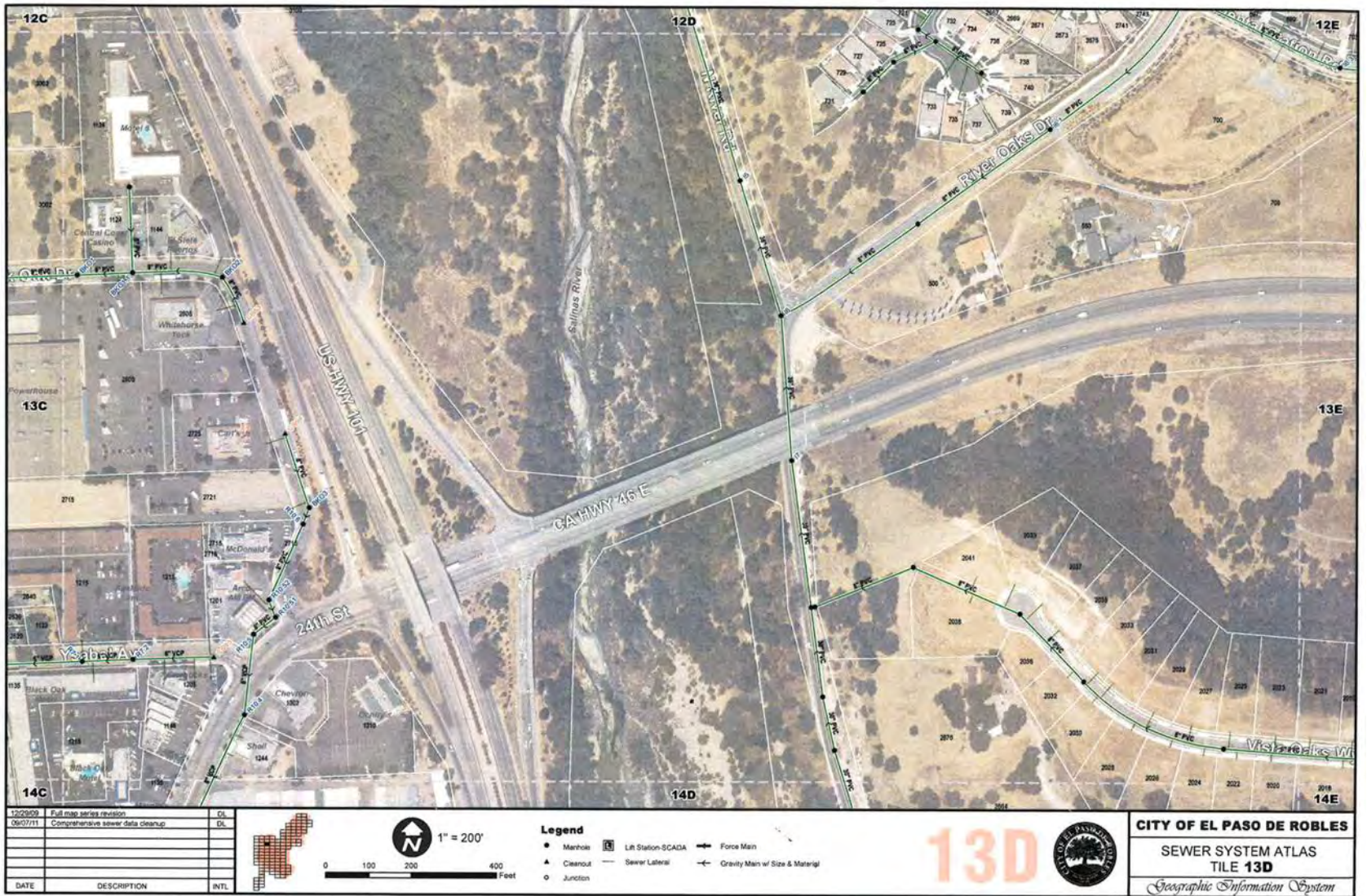


REVISIONS	
I.S.	DATE
NA	11-30-03
NA	12-12-06
11-152	02-25-11



RIVERSIDE FARMS, R.M. Bk. A , Pg. 169
TRACT 821, R.M. Bk. 10 , Pg. 58

CITY OF PASO ROBLES
ASSESSOR'S MAP, COUNTY OF
SAN LUIS OBISPO, CA.
BOOK 008 PAGE 05





NOV - 7 2016

**CONTRACT
FOR
ANIMAL CARE AND CONTROL SERVICES**

Atascadero Police Department

THIS CONTRACT is made and entered into by and between the County of San Luis Obispo, a public entity in the State of California, ("County") and, Atascadero, an incorporated city in the State of California, ("City").

WITNESSETH:

WHEREAS, County has established the Division of Animal Services to provide animal care and control functions including the enforcement of the ordinances of San Luis Obispo County Code Title 9 and of California state codes pertaining to the care, keeping, and management of animals; and

WHEREAS, County, through Animal Services, maintains and operates an animal shelter and a humane education program; and

WHEREAS, City is desirous of contracting with County for the provision of such services;

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that County shall perform the services described herein for the compensation set forth herein, subject to the terms and conditions set forth herein.

1. Services. The parties agree to perform the services described in Exhibit A, attached hereto and incorporated herein by reference as if set forth in full at this point.

2. Compensation. The parties agree to the compensation described in Exhibit B, attached hereto and incorporated herein by reference as if set forth in full at this point.

3. Duration. The parties agree to the duration described in Exhibit C, attached hereto and incorporated herein by reference as if set forth in full at this point.

4. General Conditions. The parties agree to the general conditions described in Exhibit D, attached hereto and incorporated herein by reference as if set forth in full at this point.

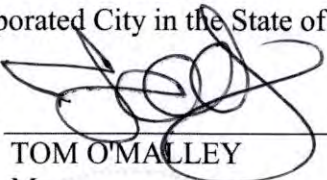
5. Notices. Notices required in this contract shall be provided to:

COUNTY
Eric Anderson, DVM
Animal Services Manager
PO Box 4110
San Luis Obispo, CA 93406

CITY
Jerel Haley
Chief of Police
5505 El Camino Real
Atascadero, CA 93422


IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth below.

CITY OF ATASCADERO
An Incorporated City in the State of California

By: 
TOM O'MALLEY
Mayor

8/1/16
Date

ATTEST:

By: 
MARCIA TORGERSON
City Clerk

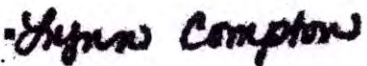
8-2-16
Date

COUNTY COUNSEL:
APPROVED AS TO FORM AND LEGAL EFFECT:
RITA NEAL County Counsel

By: 
DAVID STOTLAND
Deputy County Counsel


9/26/16
Date

COUNTY OF SAN LUIS OBISPO
A Public Entity in the State of California

By: 
LYNN COMPTON
Chairman of the Board of Supervisors

10/18/2016
Date

ATTEST:

By: 
TOMMY GONG
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

10/18/2016
Date

**CONTRACT
FOR
ANIMAL CARE AND CONTROL SERVICES**

EXHIBIT A

SCOPE OF SERVICES

1) County Obligations. The County shall perform the following duties.

a) Shelter Services

- i) Maintain, or cause to be maintained, an animal shelter whereat stray, owner surrendered, confiscated, quarantined and custodially impounded household pets are received and provided with appropriate care, housing, and shelter services in accordance with state regulations, local ordinances, and policies governing the humane treatment of such animals.
- ii) Provide services allowing sheltered animals to be returned to their owners, adopted into new homes, or to be humanely euthanized.
- iii) Provide for the receipt and publication of lost and found animal reports.
- iv) Provide services for the humane euthanasia of household pets and for the disposal of their remains.

b) Field Services

- i) Receive and respond to public calls for service related to alleged violations of local or state codes pertaining to the care, keeping, treatment, and management of animals.
- ii) Provide for the response to any of the following circumstances 24 hours a day, seven days a week:
 - (1) Domestic animals posing an active and present threat to public safety
 - (2) Domestic animals which are severely injured, ill, or in eminent risk and whose owner is unknown or unavailable.
 - (3) Domestic or wild animal demonstrating signs of possible rabies infection.
 - (4) Calls for assistance from law enforcement or emergency response personnel.
 - (5) Reported animal bites where the animal remains in the area unconfined and whose owner is unknown or unavailable.
 - (6) Loose livestock roaming on roadways or other public areas.

- iii) Provide for the response to any of the following during Animal Services' normal business hours:
 - (1) Pick-up and impoundment of unlimited numbers of stray confined, domestic animals.
 - (2) Pick-up and disposal of unlimited numbers of dead domestic animals from roadways, parks, and other public areas.
 - (3) Pick up and transfer to shelter of owned animals for surrender or euthanasia
 - (4) Pick up of dead owned animals for disposal
 - iv) Provide for the necessary medical treatment and emergency care for domestic animals picked up by Animal Services personnel and for those domestic animals presented directly to veterinarians by private citizens and emergency response personnel.
 - v) Provide for the receipt, processing and investigation of animal bite reports as well as the subsequent quarantine of animals in accordance with state codes pertaining to rabies control.
 - vi) Receive and respond to reports of animals, domestic or wild, which are suspected to be rabid or to have been exposed to rabies infection and attempt to affect their capture. Captured animals will be processed in accordance with state codes pertaining to rabies control.
 - vii) Receive and process all applications related to the keeping and sale of household pets; inspect and regulate permitted operations in accordance with local and state codes.
 - viii) Provide for the recording, investigation, administrative hearings, and issuance of findings and orders related to animal nuisances, animal seizures or confiscations, and dangerous or vicious animals. Nuisances which remain unresolved following the issuance of an abatement order will be processed to court through the City Attorney's office.
 - ix) Assist in the preparation and filing of court documents related to the civil and/or criminal prosecution of cases involving violation of municipal codes pertaining to the care, treatment, and keeping of domestic animals.
 - x) Provide for the preparation, filing and civil or criminal prosecution of cases involving violations of California state codes pertaining to the care, treatment, and keeping of domestic animals.
- c) *Reporting:* Provide to the City bi-annual service activity and financial reports reflecting field services, licensing, shelter operations, and humane education programs. Reports will detail this information for both the individual quarter and year-to-date.

- 2) City Obligations. The City shall perform the following duties.
- a) *Ordinance Conformity*: Adopt, either by direct incorporation in the municipal code or by way of reference, animal control ordinances which are in conformity to and are not in substantial conflict or in variation from Chapter 9 of the San Luis Obispo County Code.
 - b) *Prosecution of Municipal Code Violations*: Through the City Attorney, provide for the preparation, filing and civil or criminal prosecution of cases involving violation of municipal codes, pertaining to the care, treatment, and keeping of animals, including all such codes incorporated into the municipal code by way of reference.
 - c) *Assistance*: Provide such assistance and support to Animal Services personnel as may be reasonably necessary to safely and effectively execute the operations required by this contract within the City limits.
- 3) Animal Care and Control Coordination Group: The County and City agree to meet and confer periodically, along with other parties contracting for like services, to discuss current issues as they relate to the fiscal and practical application of this contract. Such meetings shall be coordinated by the Animal Services Manager from time to time as becomes necessary, but no less than once annually.

**CONTRACT
FOR
ANIMAL CARE AND CONTROL SERVICES**

EXHIBIT B

COMPENSATION

- 1) First Year Service Fee: The City agrees to pay to the County the amount of \$225,965 for services provided under this Contract during the first year of service.
- 2) Subsequent Years' Service Fee: The County shall compute on an annual basis a service fee assessed to the City for services provided under this Contract.
- 3) Timing of Service Fee: The County shall calculate annual service fees and provided them to the City prior to April 15th of each year, with service fees becoming effective on July 1st of that year. No further action by either party is necessary to implement new fees in subsequent years.
- 4) Service Fee Methodology: The County shall use a service based methodology for determining city service fees. The service based methodology shall be based on four key facets of Animal Services' operations:
 - Field Service
 - Licensing
 - Shelter Operations
 - Education Services
 - a) *Determination of Cost of Service* – The cost of providing services to the City will be calculated by determining the average percentage of service allocated to the City over the preceding three years for each of the four facets of operations and multiplying this percentage against Animal Services operational cost for each facet. Combined, this then represents the City's total service cost in proportion to the County and all other contracting parties.
 - b) *Credit for Fees* – The average annual revenue generated from fees or fines assessed directly to residents of the City by Animal Services over the preceding three years will be applied against the City's total service cost.
 - c) *Determination of Service Fee* – The fee assessed to the City for provision of services outlined in this contract shall be determined by subtracting the average revenue as determined by item 4b of this exhibit from the average cost of service as determined by item 4a of this exhibit.
- 5) Billing – County shall bill City for contracted services in quarterly increments. City shall remit payment to the County within thirty (30) days of receipt of billing.

**CONTRACT
FOR
ANIMAL CARE AND CONTROL SERVICES**

EXHIBIT C

DURATION

- 1) Effective Date: This contract shall be effective July 1, 2016 or fifteen (15) days following of the date of the signature of the County, whichever is later. The County shall be the last to sign this contract.

- 2) Service Date: City and County acknowledge that the services provided under this contract are a continuation of those established during the preceding contract term and that these services may have been provided uninterruptedly between July 1, 2016 and the date of execution by the County in order to ensure the interest of public service.
 - a) Both City and County expressly and retroactively authorize the provision of those services.

 - b) For the purposes of billing and determination of the First Year Service Fee as provided in Exhibit B, the first year of service will be presumed to have begun on July 1, 2016.

- 3) Duration: The term of this Contract shall expire June 30, 2019 unless terminated sooner as provided in Exhibit D.

**CONTRACT
FOR
ANIMAL CARE AND CONTROL SERVICES**

EXHIBIT D

GENERAL CONDITIONS

- 1) **Termination:** Either party may terminate this contract at any time by giving the other party thirty (30) days written notice of termination. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services provided occurring prior to the effective date of such termination. County shall be paid for all work satisfactorily completed prior to the effective date of termination. In the event that the contract is terminated prior to the conclusion of a quarterly billing cycle, the City shall remit to the County a prorated amount based upon the number of days of service relative to the total number of days in the billing cycle.
- 2) **Indemnification:** Nothing in the provisions of this Contract is intended to create duties or obligations to, or rights in third parties not party to this contract, or affect the legal liability of either party to contract, by imposing any standard of care respecting the regulation and enforcement of laws regarding animals different from the standard of care imposed by law.

It is understood and agreed that neither City, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under this Contract. It is also understood and agreed that pursuant to Government Code 895.4, County shall defend, indemnify and save harmless the City, all officers, and employees from all claims, suits or actions of every name, kind, and description brought forth or on account of injuries or death of any person or damage to property resulting from anything done or omitted to be done by the County under this Contract except as otherwise provided by Statute.

It is understood and agreed that neither County nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to the City under this Contract. It is also understood and agreed that pursuant to Government Code Section 895.4, the City shall defend, indemnify and save harmless the County, all officers and employees from all claims, suits or actions of every name, kind and description brought fourth on account of injuries or death of any person or damage to property resulting from anything done or omitted to be done by City under connection with any work, authority or jurisdiction delegated to the City under this Agreement except as otherwise provided by Statute.

- 3) **Notices:** Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other shall be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses

appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

Notices for County shall be addressed to:

Eric Anderson
Animal Services Manager
PO Box 4110
San Luis Obispo, California 93406

Notices for Contractor shall be addressed to:

Jerel Haley
Chief of Police
5505 El Camino Real
Atascadero, CA 93422

- 4) Status of the Parties' Officers/Employees/Agents: Neither party's officers, employees, agents, partners, other contractors or subcontractors shall be deemed to be employees of the other party at any time. Nothing in this contract shall be construed as creating a civil service employer- employee relationship or a joint venture relationship. No officer, employee, agent, partner, other contractor or subcontractor of the other party shall be eligible for membership in or any benefits from any plan for hospital, surgical, or medical insurance, or for membership in any retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, appeals to the Civil Service Commission or any other benefits which inures to or accrues to an employee of the other party. The only performance and rights due the other party are those specifically stated in this contract.
- 5) Governing Law and Venue: This Contract shall be governed by and construed in accordance with the laws of the State of California. Additionally, this contract has been formed and shall be performed in San Luis Obispo County; the venue for any legal action on the contract shall be in San Luis Obispo County.
- 6) Entire Agreement: This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the prior written agreement of the parties.
- 7) Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.
- 8) Successors and Assigns: This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Contract, their assigns.

Exhibit D, Page 2 of 3

- 9) Captions: The captions to the various clauses of this Contract are for information purposes only and shall not alter the substance of the terms and conditions of this Contract.
- 10) Authorization: Each of the parties represents and warrants to the other that this Contract has been duly authorized by all necessary corporate or governmental action on the part of the representing party and that this Contract is fully binding on such party.

**COUNTY OF SLO
ANIMAL SERVICES DIVISION
CITY CONTRACT FEE WORKSHEET**

JURISDICTION	FIELD SERVICE				LICENSING				SHELTER OPERATIONS				EDUCATION				COST ALLOCATION - FY 2017-18				FY 2016-17		\$ diff	% diff
	Estimated Cost	Estimated Revenue	Projected Net		Estimated Cost	Estimated Revenue	Projected Net		Estimated Cost	Estimated Revenue	Projected Net		Estimated Cost	Estimated Revenue	Projected Net		Estimated Cost	Estimated Revenue	Projected Net	Projected %	Actual Net	Actual %		
Arroyo Grande	\$ 82,705	\$ 1,283	\$ 81,423	11%	\$ 16,285	\$ 100,357	\$ (84,073)	19%	\$ 105,067	\$ 15,182	\$ 89,885	14%	\$ 967	\$ -	\$ 967	10%	\$ 205,023	\$ 116,822	\$ 88,202	5.6%	\$ 79,285	5.1%	\$ 8,917	11%
Atascadero	173,858	3,641	170,218	23%	14,237	91,315	(77,078)	17%	179,890	27,577	152,313	24%	3,389	-	3,389	36%	371,374	122,532	\$ 248,842	15.7%	225,965	14.5%	\$ 22,877	10%
Grover Beach	59,256	982	58,273	8%	5,734	36,828	(31,094)	7%	46,464	12,003	34,461	5%	126	-	126	1%	111,578	49,813	\$ 61,766	3.9%	68,048	4.4%	\$ (6,283)	-9%
Morro Bay	56,413	852	55,561	7%	6,075	38,054	(31,979)	7%	40,499	14,458	26,041	4%	224	-	224	2%	103,211	53,363	\$ 49,847	3.1%	45,425	2.9%	\$ 4,422	10%
Paso Robles	196,282	2,374	193,908	26%	20,470	123,723	(103,253)	23%	235,458	21,668	213,790	34%	2,154	-	2,154	23%	454,364	147,765	\$ 306,599	19.3%	269,708	17.3%	\$ 36,891	14%
Pismo Beach	35,569	152	35,418	5%	4,205	25,365	(21,160)	5%	18,000	4,437	13,563	2%	224	-	224	2%	57,998	29,954	\$ 28,044	1.8%	24,968	1.6%	\$ 3,076	12%
San Luis Obispo	163,515	2,451	161,065	21%	18,099	112,119	(94,021)	21%	151,426	47,328	104,098	16%	2,205	-	2,205	24%	335,245	161,898	\$ 173,347	10.9%	146,307	9.4%	\$ 27,040	18%
Ttl alloc-Cities	767,598	11,733	755,865	60%	85,104	527,761	(442,657)	64%	776,803	142,653	634,151	64%	9,288	-	9,288	44%	1,638,794	682,147	\$ 956,648	60.4%	859,706	55.1%	\$ 96,942	11%
Unincorporated	532,155	20,200	511,956	40%	44,730	299,140	(254,410)	36%	475,207	116,361	358,846	36%	11,737	-	11,737	56%	1,063,829	435,701	\$ 628,128	39.6%	699,220	44.9%	\$ (71,092)	-10%
Ttl	\$ 1,299,754	\$ 31,933	\$ 1,267,821	100%	\$ 129,834	\$ 826,901	\$ (697,067)	100%	\$ 1,252,011	\$ 259,014	\$ 992,997	100%	\$ 21,024	\$ -	\$ 21,024	100%	\$ 2,702,622	\$ 1,117,848	\$ 1,584,776	100.0%	\$ 1,558,926	100.0%	\$ 25,850	2%

*Added \$2.00 from TTI alloc-cities for rounding purposes.

Jurisdiction	Field Svcs Percentages		Licensing Percentages		Shelter Percentages		Education Percentages	
	Costs	Revenue	Costs	Revenue	Cost	Revenue	Cost	Revenue
Totals:	\$ 1,299,754	\$ 31,933	\$ 129,834	\$ 826,901	\$ 1,252,011	\$ 259,014	\$ 21,024	\$ -
Arroyo Grande	6.36%	4.02%	12.54%	12.14%	8.39%	5.86%	4.60%	4.60%
Atascadero	13.38%	11.40%	10.97%	11.04%	14.37%	10.65%	16.12%	16.12%
Grover Beach	4.56%	3.08%	4.42%	4.45%	3.71%	4.63%	0.60%	0.60%
Morro Bay	4.34%	2.67%	4.68%	4.60%	3.23%	5.58%	1.06%	1.06%
Paso Robles	15.10%	7.43%	15.77%	14.96%	18.81%	8.37%	10.25%	10.25%
Pismo Beach	2.74%	0.47%	3.24%	3.07%	1.44%	1.71%	1.06%	1.06%
San Luis Obispo	12.58%	7.67%	13.94%	13.56%	12.09%	18.27%	10.49%	10.49%
Unincorporated	40.94%	63.26%	34.45%	36.18%	37.96%	44.92%	55.82%	55.82%
	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
All Cities	59.06%	36.74%	65.55%	63.82%	62.04%	55.08%	44.18%	44.18%
Unincorporated	40.94%	63.26%	34.45%	36.18%	37.96%	44.92%	55.82%	55.82%
	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Net City Cost:	767,598	11,733	85,104	527,761	776,803	142,653	9,288	-
Unincorporated:	532,155	20,200	44,730	299,140	475,207	116,361	11,737	-
	1,299,754	31,933	129,834	826,901	1,252,011	259,014	21,024	-

TOTAL				
Cost	Revenue	Totals	City Fee	NCC
\$ 2,702,622	\$ 1,117,848	\$ 1,584,774	\$ 956,648	\$ 628,126

North County Animal Shelter
Serving the Cities of Paso Robles and Atascadero
Scope of services (draft)

1) **PASF obligations.** Petaluma Animal Services Foundation shall perform the following duties.

a) Shelter Services

- i) Operate the North County animal shelter whereat stray, owner surrendered, confiscated, quarantined and custodially impounded household pets are received and provided with appropriate care, housing, and shelter services in accordance with state regulations, local ordinances, and policies governing the humane treatment of such animals.
- ii) Provide services allowing sheltered animals to be returned to their owners, adopted into new homes, or to be humanely euthanized.
- iii) Provide for the publication of lost and found animal reports.
- iv) Provide for the humane euthanasia of household pets and for the disposal of their remains.
- v) Documentation will be kept on each animal brought in by an owner, other governmental agency or member of the public. An inventory will be maintained indicating the type of animal, breed, sex, license number (if applicable), microchip information (if available), the date the animal was received, from whom the animal was received, the date a notification was sent and the final disposition of the animal.
- vi) Standard Vaccinations/Microchip scanning: All cats and dogs will be vaccinated upon intake; Dogs will receive intranasal Bordatella and DHPP. Cats will receive the FVRCP vaccination. All dogs and cats shall be scanned for the presence of a microchip. PASF staff shall initiate the search for an owner through the microchip vendor.
- vii) Animal Owner Notification: Owners shall be notified as soon as possible in a manner set forth by state or local law, rule, or ordinance or as set forth by PASF if no such law, rule or ordinance exists.
- viii) Quarantined Animals: PASF shall document and monitor all animals under quarantine. When necessary, obtain a lab sample of the animal; prepare the necessary paperwork to accompany the sample to the health department for testing.
- ix) Licenses: PASF shall sell dog licenses and process all options of animals. PASF shall retain all revenue from these programs.

- x) Foster programs: PASF shall develop, maintain and implement a Foster care program for cats and dogs.
- xi) Emergency veterinary services: PASF shall be solely responsible for the costs associated with veterinary services and treatment of sick or injured domestic animals.

b) Field Services

- i) Receive and respond to public calls for service related to alleged violations of local or state codes pertaining to the care, keeping, treatment, and management of animals.
- ii) Provide for the response to any of the following circumstances 24 hours a day, seven days a week:
 - (1) Domestic animals posing the active and present threat to public safety
 - (2) Domestic animals which are severely injured, ill, or in eminent risk and whose owner is unknown or unavailable.
 - (3) Domestic or wild animals demonstrating signs of possible rabies infection.
 - (4) Calls for assistance from law enforcement or emergency response personnel.
 - (5) Reported animal bites where the animal remains in the area unconfined and the owner is unknown or unavailable.
 - (6) Loose livestock roaming on roadways or other public areas.
 - (7) Calls for service routing: PASF will handle and dispatch all calls for service received for appropriate animal related services during normal business hours of the shelter. After hours calls for service will be received by the local police department and emergency requests (1-6) will be forwarded to the on-call animal control officer. Non-emergency after hours calls for service will be forwarded to a recorded line at the animal shelter for follow up the next business day.

- iii) Provide for the response to any of the following during Animal Services normal business hours:
 - (1) Pick-up and impoundment of unlimited number of stray confined, domestic animals.
 - (2) Pick-up and disposal of unlimited numbers of dead domestic animals from roadways, parks, and other public areas.
 - (3) Pick-up and transfer to shelter of owned animals for surrender or euthanasia.
 - (4) Pick up of dead owned animals for disposal.
- iv) Provide for the necessary medical treatment and emergency care for domestic animals picked up by Animal Services personnel and for those domestic animals presented directly to veterinarians by private citizens and emergency personnel.
- v) Provide for the receipt, processing and investigation of animal bite reports as well as the subsequent quarantine of animals in accordance with state codes pertaining to rabies control.
- vi) Receive and respond to reports of animals, domestic or wild, which are suspected to be rabid or to have been exposed to rabies infection and attempt to affect their capture. Captured animals will be processed in accordance with state codes pertaining to rabies control.
- vii) Receive and process all applications related to the keeping and sale of household pets; inspect and regulate permitted operations in accordance with local and state codes.
- viii) Provide for the recording, investigation, administrative hearings, and issuance of findings and orders related to animal nuisances, animal seizures or confiscations, and dangerous or vicious animals. Nuisances which remain unresolved following the issuance of an abatement order will be processed through the City Attorney's office.
- ix) Assist in the preparation and filing of court documents related to the civil and/or criminal prosecution of cases involving violation of municipal codes pertaining to the care, treatment, and keeping of domestic animals.
- x) Provide for the preparation, filing and civil or criminal prosecution of cases involving violations of California state codes pertaining to the care, treatment, and keeping of domestic animals.

- c) *Reporting*: Provide to the Cities bi-annual service activity and financial reports reflecting field services, licensing, shelter operations, and humane education programs. Reports will detail this information for both the individual quarter and year-to-date.
- 2) City Obligations. The cities shall perform the following duties.
- a) *Ordinance Conformity*: Adopt, either by direct incorporation in the municipal code or by way of reference, animal control ordinances which are in conformity to and are not in substantial conflict or in variation from each other.
 - b) *Prosecution of Municipal Code Violations*: Through the City Attorney(s), provide for the preparation, filing and civil or criminal prosecution of cases involving violation of municipal codes, pertaining to the care, treatment, and keeping of animals, including all such codes incorporated into the municipal code by way of reference.
 - c) *Assistance*: Provide such assistance and support to Animal Services personnel as may be reasonably necessary to safely and effectively execute the operations required by this contract within the City limits.
- 3) Animal Care and Control Coordination Group: PASF and the Cities agree to meet and confer periodically, along with any other parties contracting for like services, to discuss current issues as they relate to the fiscal and practical application of this contract. Such meetings shall be coordinated by the Animal Shelter Manager from time to time as becomes necessary, but no less than once annually.

Petaluma Animal Services Foundation
 Revenue forecast based on current operations of similar size in our current facility in Petaluma

ANIMAL SERVICES PROPOSED BUDGET	BUDGET TOTAL	Field Services	Shelter Operations	Licensing	Shelter Medical	City Contract	Administration
Animal Licenses	175,000						
Adoption (Animal Placement)	32,000		32,000	175,000			
Clinic:							
Microchip	1,000		1,000				
Cremation	2,000		2,000				
Redemption	10,000		10,000				
Surrender	10,000		10,000				
ACO Fees	2,000		2,000				
City Contracts	502,000					502,000	
TOTAL REVENUE	734,000	-	57,000	175,000	-	502,000	-
GRAND TOTAL OF ALL REVENUE ACCOUNTS	734,000	0	57,000	175,000	0	502,000	0
1 Shelter Manager	85,000		85,000	-	-		
3% SIMPLE mach	2,550	-	-	-	-		2,550
13% Payroll costs	11,050						11,050
Medical Stipend	6,000	-	-	-	-	-	6,000
2 Animal Control Officers @ \$27/hour	116,000	116,000					
3% SIMPLE mach	3,480						3,480
13% Payroll costs	15,080						15,080
Medical Stipend	6,000						6,000
1 Customer Service Rep @ \$18/hour	38,000		38,000				
3% SIMPLE mach	1,140						1,140
13% Payroll costs	4,940						4,940
Medical Stipend	6,000						6,000
2 Kennel Techs @ \$14/hour	66,000		66,000				
3% SIMPLE mach	1,980						1,980
13% Payroll costs	8,580						8,580
Medical Stipend	6,000						6,000
Adoption Coordinator	52,000		52,000				
3% SIMPLE mach	1,560						1,560
13% Payroll costs	6,760						6,760
Medical Stipend	6,000						6,000
25% Executive Director Salary	35,880						35,880
SALARIES WAGES BENEFITS	480,000	116,000	241,000	-	-	-	123,000
Professional Services	-						
Outside Medical Contract	78,000				78,000		
Food	20,000		20,000				
Microchips	7,500				7,500		
Medical supplies	7,500				7,500		
Operations	-						
Facilities Insurance	25,000						25,000
Auto Expenses	30,000	30,000					
Uniforms	3,000	3,000					
Office Expense	25,000						25,000
Animal Supplies	10,000		10,000				
Advertising & Promotion	2,000						2,000
Meetings & Events	-						
Fundraising	10,000						10,000
Occupancy	-						
Utilities	10,000		10,000				
Telephone & Internet	10,000						10,000
Equipment Maintenance	9,000		9,000				
Building Maintenance	10,000		10,000				
	-						
	-						
	-						
SHELTER OPERATIONS & FUNDRAISING	257,000	33,000	59,000	-	93,000	-	72,000
GRAND TOTAL OF ALL EXPENSE ACCOUNTS	737,000	149,000	300,000	-	93,000	-	195,000
NET PASF COST	3,000	149,000	243,000	(175,000)	93,000	(502,000)	195,000



CITY OF ARROYO GRANDE CALIFORNIA

October 25, 2017

Atascadero Mayor and City Council
City Hall
6500 Palma Avenue
Atascadero, CA 93422

Paso Robles Mayor and City Council
City Hall
1000 Spring Street
Paso Robles, CA 93446

Dear Mayor O'Malley, Mayor Martin and Council Members,

After an extensive series of discussions and negotiations spanning the course of over two years, the County of San Luis Obispo and cities of Atascadero, Arroyo Grande, Grover Beach, Morro Bay, Paso Robles, Pismo Beach, and San Luis Obispo were successful in developing an agreement dated February 1, 2017 (the "Agreement") for the allocation of construction and financing costs for a new animal shelter to be located at 865 Oklahoma Avenue in San Luis Obispo.

This Agreement represents a significant collaborative and joint effort to ensure the construction of a new shelter. The new shelter would provide animal care and control services to residents of the seven cities and the County in a facility that would be consistent with current humane standards and public expectations. By agreeing to work together to construct the shelter, all of the agencies benefit from the economies of scale of sharing both capital and service costs for a new facility, which would not be feasible for most of the individual agencies.

Under the Agreement, each agency is apportioned a percentage of the estimated costs to construct the shelter based on the average use of the existing shelter from 2012-2015 by each agency. After much work has gone into creating and ratifying this agreement, the City of Arroyo Grande is troubled and concerned to hear that the cities of Paso Robles and Atascadero are reconsidering their continued participation in the construction of the shelter. If the cities of Paso Robles and Atascadero withdraw from the Agreement, the portion of the costs attributed to the withdrawing parties will be spread among the remaining agencies. Based on the allocation formula set forth in the Agreement, the City of Paso Robles's share comprises 18.81% of the total cost and the City of Atascadero's is 14.3%. Together, they represent approximately 33% of the total cost of the \$13.3 million construction project or \$4.4 million. Other than the unincorporated areas of the County (at 37.96%), these two cities bear the largest shares of the allocation. If Paso Robles and Atascadero withdraw from the Agreement, the resulting impact to the City of Arroyo Grande's total costs would be an increase of almost \$600,000.

Your potential last minute decision to withdraw after two years of honest and fair negotiations is damaging to your fellow cities in the following ways:

1. Withdrawal by Paso Robles and Atascadero may force the City of Arroyo Grande and other cities to also withdraw from the Agreement due to an inability to absorb the increase in costs. Such a decision could threaten the viability of the entire project. Thus diminishing the ability of all citizens of the County to receive this important service.

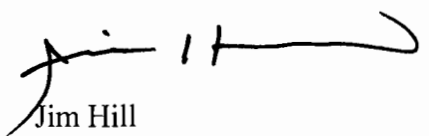
Sharing the costs of construction ensures a shelter meeting current industry standards will be built, which will benefit all of the communities involved. As was pointed out by the Executive Director of Woods Humane Society in her letter to the San Luis Obispo Tribune dated October 6, 2017, “[t]his economy of scale allows the shared usage of a sheltering facility, field officer response and the assurance that resources are available to respond to disasters and large-scale seizures. It gives the public a single point of contact for response and relieves local municipalities from the call volume, concerns and complaints that can arise related to animal issues.”

2. Your fellow cities now have to make last minute and speculative choices as opposed to well-reasoned decisions that can identify, analyze, and compare alternatives and find solutions that improve all the communities in this County.
3. This last minute change of course may also be damaging to future collaborative regional and countywide efforts.
4. This action is wasteful to taxpayers county-wide. Two years of staff time, involvement of lawyers to make the agreement, and hours of public testimony may be jeopardized by changing course.

We believe that your cities will fare much better staying in the Agreement and working to find cooperative solutions and not forcing your fellow communities to make quick decisions and be penalized by cost increases.

The City of Arroyo Grande asks the cities of Paso Robles and Atascadero to stay the course and not withdraw from the Agreement. The Agreement is the result of significant efforts by eight public agencies coming together with the common goal of providing a new animal shelter to replace the current shelter, which is in poor condition, outdated and no longer meets current industry standards for sheltering animals. To withdraw at this point in time will leave the remaining agencies in jeopardy of being unable to move forward with the project.

Sincerely,



Jim Hill
Mayor, City of Arroyo Grande

October 25, 2017

Page 3

- c: County of San Luis Obispo
- City of Grover Beach
- City of Morro Bay
- City of Pismo Beach
- City of San Luis Obispo



CITY OF MORRO BAY

CITY HALL

595 Harbor Street
Morro Bay, CA 93442

October 25, 2017

Atascadero Mayor and City Council
City of Atascadero
6500 Palma Avenue
Atascadero, CA 93422

Paso Robles Mayor and City Council
City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446

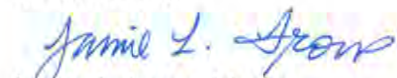
Dear Mayor O'Malley, Mayor Martin and Council Members,

In February of this year we entered into an agreement as mutual participants with your city as well as San Luis Obispo, Pismo Beach, Arroyo Grande, Grover Beach and the County in a joint effort to construct a new animal shelter to serve all our communities. This agreement was developed to achieve a shared goal of providing a new facility in the most cost effective manner for all the San Luis Obispo County cities. We understand you are considering withdrawal from this agreement in the best interest of your cities. This is admirable; however, we feel it is in the best interest of the County and cities to remain as one.

If both Paso Robles and Atascadero withdraw from the agreement the cost to the other participating agencies increases tremendously. In our case costs are estimated to increase from 3% to 5% for an overall impact of over \$300,000 to \$400,000 for the total cost of the project. While the fiscal impact is a large concern to all our agencies, the concept of a failed partnership is even more critical. As our fiscal resources continue to be challenged on many fronts: PERS impacts, medical insurance rates, Diablo Canyon plant closure, capital replacement costs and public works infrastructure projects, we need to explore mutual funding options and partnerships whenever possible to address future fiscal challenges. Your withdrawal from this partnership could jeopardize future opportunities for us to work together.

At our meeting on October 24, 2017, the Morro Bay City Council directed this letter be sent to you asking that you not withdraw from the Memorandum of Agreement, but share your concerns with us and the other partnership cities so that we can work within the existing framework to address those concerns. We firmly believe that working cooperatively and in good faith is in the best interest of all the citizens in our communities.

Respectfully,



Jamie L. Irons, Mayor

Cc:
Rachelle Rickard, City Manager of Atascadero
Tom Frutchey, City Manager of Paso Robles



Office of the City Council

990 Palm Street, San Luis Obispo, CA 93401-3249
805.781.7114
slocity.org

October 26, 2017

Atascadero Mayor and City Council
City Hall
6500 Palma Avenue
Atascadero, CA 93422

Paso Robles Mayor and City Council
City Hall
1000 Spring Street
Paso Robles, CA 93446

RE: *Animal Shelter Funding*

Dear Mayor O'Malley, Mayor Martin and Council Members,

On February 1, 2017 the County of San Luis Obispo and the cities of Atascadero, Arroyo Grande, Grover Beach, Morro Bay, Paso Robles, Pismo Beach, and San Luis Obispo were successful in entering into an agreement for the joint financing and construction of a replacement animal shelter.

An evaluation of the current shelter concluded that it could not be repaired or modified in a cost-efficient manner to meet current industry standards or future demand. This evaluation caused the County Board of Supervisors to direct County staff begin efforts to replace the facility. The involvement of the County and the seven cities, allow the parties to benefit from shared costs as opposed to each entity having to provide these services on their own.

We understand that Atascadero and Paso Robles are considering if it is in best financial interest of your cities to withdraw from the agreement. The City of San Luis Obispo strongly feels that is in the best interest of all the cities in the County to remain in the agreement. We certainly understand and appreciate the financial challenges that funding the proportional costs of the shelter places on our budgets and the desire to do what is in the best interests of our communities. Nonetheless, cost sharing and consolidated services allows for economies of scale to all residents of our County.

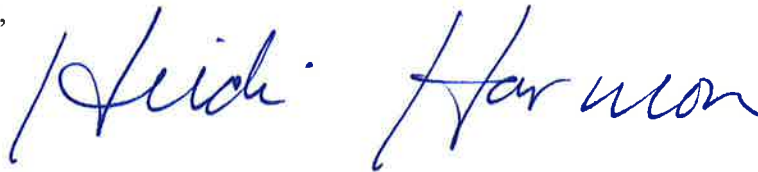
The proportional costs are based on the rate of use by each City and County over three years. Currently, the cities of Atascadero and Paso Robles represent approximately 33.18% of the total shared costs. The City of San Luis Obispo is currently responsible for 12.09% of the costs. Should the cities of Atascadero and Paso Robles withdraw, this will increase all remaining parties share and increase our annual costs by approximately \$40,000 - \$50,000 per year. This is an approximate 40% increase in costs and would total over \$1,000,000 over the lifetime of the project. This increase in cost would be challenging to the City of San Luis Obispo as like every city, there are many other financial challenges we are facing.

The original agreement was a shining example of regional collaboration to contain costs for coordinated services throughout our County. The City of San Luis Obispo trusts that the County is committed to finding the best interest rate for this project which could result in cost savings and we have assurances that there is a commitment from the County to allow for animal services to occur from the new facility for its entire useful life.

To move forward together, the City of San Luis Obispo is open to discussing any concerns that the cities of Paso Robles and Atascadero have as well as the potential to allow for the extension of the useful life of the current shelter. There are many factors to consider regarding this project, but it is important to ensure a quality level of service and care for the animals within our County. While withdrawing from this agreement could have a marginal fiscal savings, we believe that the service and care for our animals is best achieved through the joint agreement.

At our meeting on October 24th, 2017, the San Luis Obispo City Council directed this letter to be sent to the cities of Paso Robles and Atascadero and request that all cities remain in the agreement. The City of San Luis Obispo looks forward to hearing from Paso Robles and Atascadero and continuing our dialogue as we believe the regional delivery of animal services is in the best interests to the citizens of San Luis Obispo County.

Sincerely yours,



Heidi Harmon, Mayor

CC: John Pechong, Chairperson, Board of Supervisors
Mayor Hill, City of Arroyo Grande
Mayor Irons, City of Morro Bay
Mayor Shoals, City of Grover Beach
Mayor Edward Waage, City of Pismo Beach

DRAFT LETTER B – CONDITIONAL WITHDRAWAL



October 30, 2017

Guy Savage, Interim County Administrative Officer
Rita Neal, County Counsel
County Government Center
San Luis Obispo, California 93408
Paso Robles, California 93446

Re: Countywide Animal Shelter – Notice of Conditional Withdrawal from Agreement

Dear Mr. Savage and Ms. Neal,

The cities of Atascadero and Paso Robles recently expressed concerns regarding the apportioned construction and operating costs of the proposed countywide animal shelter, which will significantly increase overall costs above current levels and result in significant impacts to our respective budgets. Jointly, the North County cities have been investigating alternatives to determine whether or not a North County animal shelter would be a practical solution that would serve our mutual best interests.

Based upon our Council's review of that analysis, we have determined that it would be in the City of Atascadero's best interest to conditionally withdraw from the County Agreement. *However*, should the City of Paso Robles decide not to withdraw from the Agreement, the City of Atascadero has determined that it will then not be feasible for the City of Atascadero to withdraw from the Agreement.

In order to effectuate timely notice prior to October 31, 2017 as set forth in Section 8(a)(i) of the Agreement, the City of Atascadero hereby submits this Conditional Notice of Withdrawal.

Thank you for having taken the lead on this important project, for the cities as well as the unincorporated areas.

Sincerely,

Rachelle Rickard
City Manager

cc: the City Managers/Administrative Officers and City Attorneys of:
Arroyo Grande
Atascadero
Grover Beach
Morro Bay
Pismo Beach
San Luis Obispo

**MUTUALLY AGREED UPON TENANTS FOR A FUTURE AGREEMENT BETWEEN THE
CITIES OF ATASCADERO AND PASO ROBLES, CALIFORNIA FOR CONSTRUCTION OF A
NORTH COUNTY ANIMAL SERVICES SHELTER**

THIS AGREEMENT, dated for reference as of October 30, 2017 (the “Agreement”), is entered into by and between the CITY OF ATASCADERO, a municipal corporation, (“Atascadero”) and the CITY OF EL PASO DE ROBLES, a municipal corporation (“Paso Robles”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

The Parties are parties to a separate 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 of San Luis Obispo (“County”) provides animal control services 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 for the County to construct a new animal services shelter.

The Parties entered into a separate Agreement with the County and other cities within the County, for the *Allocation of Construction and Financing Costs for an Animal Services Shelter* effective for the period of January 5, 2017 until all parties to the agreement have paid total project costs for the construction of the new shelter.

In order to ensure the best results for its citizens, the Parties decided to analyze the desirability and financial feasibility of constructing a North County Animal Services Shelter (the “Shelter”).

Based on the results of that analysis, both Atascadero and Paso Robles have determined to withdraw from the new agreement with the County and other cities within the County to share in the cost of constructing and operating new Animal Services Shelter, but, in full understanding of the urgent need to have a facility available in a timely manner to provide such services for Atascadero and Paso Robles, have decided to jointly proceed with the construction and operation of the Shelter and associated field services.

The Shelter would not be cost effective to construct and/or operate by only one of the Parties. The Parties acknowledge and agree that the decision to proceed with the Shelter is wholly dependent upon the collaboration and sharing of costs by the Parties for the construction and operation of the Shelter.

Therefore, it is important for the two Parties to proceed together, with each having the reasonable assurance that the other will also proceed.

The Parties enter into this Agreement to memorialize their participation and corresponding obligations with regards to the Shelter, with the understanding that a more detailed agreement shall be negotiated and agreed upon.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.

2. Cooperation; Allocation of Costs. Atascadero and Paso Robles each commits to cooperate with and participate collaboratively with the other for the design, construction, and operation of the Shelter. The Parties agree that each shall be responsible for paying a pro rata share of the costs incurred by the Parties with respect to the construction of the Shelter, use of the Shelter, and field services. The pro rata share of each Party will be a mutually negotiated and agreed-upon amount.

3. Termination. Neither Party may withdraw from this Agreement prior to the completion of the Shelter's construction. Following construction of the Shelter, if either Party determines to withdraw from this Agreement, it shall provide a minimum of three (3) year's written notice to the other Party. Such withdrawal shall not be effective unless and until the withdrawing Party has paid the other Party (i) its entire allocation of the Total Project Costs, (ii) its full share of shelter use and field services costs incurred prior to date of withdrawal, plus (iii) two (2) times its share of costs incurred during the twelve (12) months prior to the date of its 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.

4. Animal Services Operations. A North County Animal Services Board of Directors shall be created for the governance of the North County Animal Services. Governance shall be split equally between the Parties. An Operations Committee comprised of the Shelter's Executive Director or his/her designee and a subset of the Parties Police Chiefs or their designees shall also be formed.

5. Good Faith Efforts. The Parties shall each act in good faith in performing their respective obligations as set forth in this Agreement and shall work diligently to negotiate an agreement to more fully set forth their respective rights and obligations with respect to allocation of costs and the design, construction and operation of the Shelter and Field Services.

6. Amendment. This Agreement may be amended only in writing, signed by an authorized representative of each Party.

IN WITNESS WHEREOF, by their execution below, the Parties agree to be bound to the obligations stated herein, and the Parties have caused this Agreement to be subscribed by each of their duly authorized officers and attested by their respective Clerks.

Dated: _____

CITY OF ATASCADERO

City Clerk

By:

Dated: _____

CITY OF PASO ROBLES

Deputy City Clerk

By:



CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

October 30, 2017

Guy Savage, Interim County Administrative Officer
Rita Neal, County Counsel
County Government Center
San Luis Obispo, California 93408
Paso Robles, California 93446

[by e-mail]

Re: Countywide Animal Shelter Agreement – Notice of Non-Withdrawal from Agreement

Dear Mr. Savage and Ms. Neal,

The cities of Paso Robles and Atascadero recently expressed concerns regarding the apportioned construction and operating costs of the proposed countywide animal shelter, which will significantly increase overall costs above current levels and result in significant impacts to our respective budgets. Jointly, the North County cities have been investigating alternatives to determine whether or not a North County animal shelter would be a practical solution that would serve our mutual best interests.

Based upon our Council's review of that analysis, we have determined that it would not, at this time, be in the City of Paso Robles' best interest to withdraw from the County Agreement.

However, as recommended by our Council, the City of Paso Robles hereby requests that all parties who have signed the February 2017 Agreement for Allocation of Construction and Financing Costs for an Animal Services Shelter with San Luis Obispo County consider an MOU or MOA extending the use of the facility beyond the 20-year life of the shelter financing and involve all parties in any discussions prior to any decision to vacate/change use of the facility. In addition, we hope to work closely with the County and other agencies on policy changes that would reduce the usage and costs of the County animal shelter and look for methods of reducing costs and increasing revenues in order to neutralize the projected budget impacts.

In order to effectuate timely notice prior to October 31, 2017 as set forth in Section 8(a)(i) of the Agreement, the City of Paso Robles hereby submits this Notice of Non-Withdrawal.

Sincerely,

Thomas Frutchey, City Manager
City of El Paso de Robles

cc The City Managers/Administrative Officers and City Attorneys of:
Arroyo Grande
Atascadero
Grover Beach
Morro Bay
Pismo Beach
San Luis Obispo



CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

October 30, 2017

Guy Savage, Interim County Administrative Officer
Rita Neal, County Counsel
County Government Center
San Luis Obispo, California 93408
Paso Robles, California 93446

[by e-mail]

Re: Animal Services

Dear Guy and Rita,

Under the terms of the *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*, dated February 1, 2017, Paragraph 8 a) i), any party may withdraw from the Agreement prior to the County's authorization of construction.

This letter serves as official notice that the City of Paso Robles is hereby withdrawing from the Agreement, effective October 30, 2017.

Please provide the City with an accounting of the County's costs to date, and the City's share of those costs, so that the City can fully reimburse the County.

Thank you for having taken the lead on this important project, for the cities as well as the unincorporated areas.

Sincerely,

Thomas Frutchey, City Manager
City of El Paso de Robles

cc The City Managers/Administrative Officers and City Attorneys of:

Arroyo Grande
Atascadero
Grover Beach
Morro Bay
Pismo Beach
San Luis Obispo