

MEMORANDUM
PLACER COUNTY HEALTH AND HUMAN SERVICES
Animal Services Division

TO: Honorable Board of Supervisors

FROM: Jeffrey S. Brown, M.P.H., M.S.W., Director of Health and Human Services
Wesley Nicks R.E.H.S., Director of Animal Services

DATE: July 21, 2015

SUBJECT: 30 year Lease and Operating Agreement with the Town of Truckee to provide animal shelter services for the eastern Placer regional area

ACTION REQUESTED:

1. Approve a 30 year Lease and Operating Agreement with the Town of Truckee, a municipal corporation, "Town" to provide animal shelter services for the eastern Placer regional area for the period of September 1, 2015 through September 1, 2044, including a one-time payment of \$750,000 "Capital Contribution".

BACKGROUND:

Placer County is mandated to provide Animal Control services by state law in all unincorporated areas of the County. Appropriate delivery of animal control services has long been a core responsibility of the Department of Health and Human Services. Sheltering and Animal Control services include rabies control, quarantine of bite animals, potentially dangerous and vicious dog investigations, animal cruelty investigations and the sheltering of stray and unwanted animals.

The current Eastern Placer County Animal Shelter is located in Tahoe Vista. The Tahoe Visa shelter is over 40 years old approaching the original operating life expectancy, and is not considered to be compliant with current standards for animal care and sheltering as recommended by the Humane Society of the United States. Some of the deficiencies recently noted at the current shelter include:

- Average length of stay is over four months for dogs and eight months for cats
- Inadequate direct sunlight exists inside shelter for animals and no outdoor dog runs
- Porous walls and floors are no longer smooth and easily cleanable making disease transmission more likely while creating persistent odor problems
- Very limited storage for supplies and equipment, very limited space for the visiting public and inadequate office space for the staff
- The Shelter has to close if the Kennel Attendant is absent when the Animal Control Officers are in the field
- Only one restroom exists for employees and the public
- Small outdoor animal play area is difficult to use in winter and provides no shade in summer

The Town of Truckee ("Town") owns and operates, in conjunction with the Humane Society of Truckee-Tahoe, a new well-equipped and modern animal shelter that meets current standards located at 10961 Stevens Lane in Truckee. The new Town Shelter has the capacity to handle sheltering services for all of Eastern Placer County for the next 30 years and beyond. Placer County would be able to meet the required mandates by having access to the Town shelter in order to facilitate the County's responsibility for sheltering animals for the eastern Placer County area. The Town has requested that Placer County not use any County owned or leased building or facility in eastern Placer County to house any type of animal for any period of time for the first five years of the contract. The Town has insisted this language be added to the contract to ensure that their shelter operations are not in conflict with other regional operations.

The attached agreement with the Town will establish the terms under which Placer County can access the Shelter, as well as services the Town will provide to Placer County as part of their shelter operations.

County shall have the right to terminate this Agreement at any time without cause by giving sixty (60) days' notice.

A group of community individuals, known as Friends of the Tahoe Vista Shelter, requested six months delay in the Board Action to enter into the long term agreement with the Town in order to develop a counter proposal. Their counter proposal to construct a new animal shelter in the North Shore area as part of a three-phase three-year plan is attached to this report for reference. Staff does not support this counter proposal and requests the original Board Action to enter into the 30-year lease operation agreement with the Town.

This agreement with benefit Placer County by:

- Improving overall animal health and wellbeing as the Town shelter meets current Humane Society standards
- Obviating the need to build a new shelter in the Eastern Placer County area
- Using Truckee's in house surgery facility thereby eliminating the need for outside spay and neuter contracts
- Reducing annual operating cost to Placer County of approximately \$100,000 in the first year and increasing slightly in future years
- Increasing adoption rates and improving the health and wellbeing for the animals from Eastern Placer County areas
- Providing access to a Community Room for increased public interactions and outreach opportunities
- Providing much larger and modern public areas for an improved shelter visiting experience

FISCAL IMPACT:

One-time cost to the County of \$750,000 ("Capital Contribution") to enter into a 30 year lease and operating agreement, funded by budgeted net county cost in the FY 2015-16 Capital Project Fund, Account 4633, Tahoe Animal Shelter Planning.

An anticipated reduction in operating expenses of approximately \$100,000 annually results in a savings of approximately \$2,250,000 over the term of the thirty year agreement. This agreement will eliminate the need to upgrade or build a new shelter potentially saving several million dollars in the near future.

Attachment 1: Lease and Operations Agreement

Attachment 2: Tahoe Vista Animal Shelter Business Plan/Friends of Tahoe Vista Animal Shelter

**TOWN OF TRUCKEE
AND COUNTY OF PLACER
ANIMAL SHELTER LEASE AND OPERATING AGREEMENT**

This Lease and Operating Agreement (“Agreement”) is entered into July 29, 2015, by and between the Town of Truckee, a municipal corporation (“Town”), and the County of Placer (“County”). County and Town may be referred to in this Agreement individually as “Party” or collectively as “Parties.”

RECITALS

A. Town owns and operates, in conjunction with the Humane Society of Truckee-Tahoe, a well-equipped and modern animal shelter located at 10961 Stevens Lane in Truckee (“Shelter”).

B. County has the responsibility for animal control services in unincorporated areas of Placer County, and wishes to have access to the Shelter in order to facilitate County’s discharge of this responsibility in areas of eastern Placer County. For purposes of this Agreement, “eastern Placer County” consists of that portion of Placer County lying east of the crest of the Sierra Nevada Range.

C. The Parties wish to enter into this Agreement in order to establish the terms under which County will have access to the Shelter, as well as the services Town will provide to County at the Shelter.

TERMS AND CONDITIONS

1. Term and Nature of Agreement.

1.1 The term of this Agreement shall commence on September 1, 2015 (“Commencement Date”) and shall continue for a period of 30 years, expiring at 11:59 pm on September 1, 2044 (“Term”).

1.2 County acknowledges and agrees that this Agreement obligates Town only to provide the animal services and space at the Shelter specifically described herein, and does not create a partnership, ownership interest in the Shelter on the part of County, obligation for Town to provide animal control services in the field, or other rights or remedies not specifically described herein. County shall remain responsible for providing dispatch services to County animal control staff.

2. Rent.

2.1 Capital Contribution Payment. County shall pay to Town, as capital contribution and not later than the Commencement Date, the sum of \$750,000 (“Base Capital Contribution Payment”).

2.2 Office Space Rent. Town hereby leases to County, for County's exclusive use, the office space in the Shelter depicted in Exhibit "A," attached hereto and incorporated herein by reference ("Office Space"). Town shall provide a working telephone with voicemail capability in the Office Space. As of the Commencement Date, the Office Space comprises approximately 90 square feet. The Office Space may be increased, decreased, or reconfigured upon the mutual written agreement of the Parties. In addition to the Base Lease Payment, County shall pay Town the sum of \$2.65 per square foot per month as rent for the Office Space ("Office Space Rent"), quarterly, in advance. The Office Space Rent shall be adjusted to reflect any mutually agreed-upon changes in the Office Space, and shall be increased each year effective on January 1st to reflect the positive change, if any, in the Consumer Price Index, All Urban Consumers, San Francisco-Oakland-San Jose Area. The Office Space Rent shall be deemed to include County's share of all utility and common area maintenance costs for the Shelter.

2.3 Animal Service Charges. County shall pay Town the sum of \$250 for each animal accepted into the Shelter pursuant to Section 3.1, which sum shall include payment for the services described in Section 3.1. County shall reimburse Town for additional veterinary care provided pursuant to Section 3.2 at actual costs, and shall pay the sum of \$15 per day for dogs, \$7 per day for cats, and Town's actual costs for other species, for extended animal holds pursuant to Section 3.3. All such charges shall be set forth in an invoice to be provided by Town to County quarterly. County shall pay all such invoices within 45 days of receipt. Town may increase the fees set forth herein not more frequently than annually in order to reflect increased costs to Town. Any such increase shall be adopted by Town's Town Council as part of an amendment to Town's animal services fee schedule and actual notice of the intended adoption shall be given to County no later than the time that the Council agenda is released to the public.

2.4 Late Charges. County hereby acknowledges that late payment by County to Town of any payment under this Agreement, or any other sums due hereunder will cause Town to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any payment, or any other sum due from County to Town is not received by the Town within 45 days after County receives the invoice, whether or not any notice of default or another notice has been given, County shall pay to Town interest on all delinquent amounts from the date County received the invoice, without regard to any grace period, at the compounded annual rate of ten percent (10%) of the overdue amount. The parties hereby agree that such interest charges represent a fair and reasonable estimate of the costs Town will incur by reason of late payment by County.

3. Animal Intake, Medical Services, and Disposition.

3.1 Intake of County Animals. Town shall accept into the Shelter stray animals collected in eastern Placer County by County staff, stray animals brought in from eastern Placer County by the public, and owner-surrendered animals brought to the Shelter by residents of eastern Placer County. County staff shall be responsible for entering, via the computer station described in Section 4 herein, all required information for an animal

brought to the Shelter by County staff upon initial intake. Town shall provide basic services for each animal, including feeding, cleaning, and vaccinations, for up to five days from each animal's arrival at the Shelter, or 10 days in the case of a bite quarantine. Town shall have the right to redeem an animal to its owner during this five-day or 10-day period, as applicable.

3.2 Veterinary Care for County Animals. At the discretion of the Town animal services staff, animals brought to the Shelter by County staff will be provided prompt veterinary care at a local veterinary hospital, or at the emergency hospital in Reno when reasonably deemed necessary. In limited situations, care may be provided at the Shelter clinic. County acknowledges that medical decisions must balance both the best interest of the individual animal requiring treatment and the shelter population as a whole.

3.3 Extended Holds and Disposition of Animals. Town shall hold animals at County's expense for longer than five days if necessary for a protective custody hold, a case of cruelty or neglect, or for other reasons at County's request, provided that in lieu of an extended hold at the Shelter County may transfer animals to a County facility. After an animal has been in the Shelter for five days (or 10 days in the case of a bite quarantine) or the extended hold period for an animal has expired, the animal shall become the property of Town. If Town redeems an animal to its owner during or following the five-day hold period, Town shall retain all boarding fees, impound fees, and owner surrender fees charged to the owner of an animal.

3.4 Licensing and Related Fees. Upon County's conversion to a software system compatible with Town's, Town may issue County licenses to animals redeemed to County residents. Otherwise, County shall remain solely responsible for issuing County licenses for animals residing in Placer County. County shall retain all licensing fees generated by such animals.

4. Computer Station and Animal Records. Town shall maintain a computer station in the Shelter's animal intake room or in another location which shall be accessible to both County and Town staff for the purpose of entering data about animals upon their initial intake into the Shelter. At the request of either Party, the Parties shall discuss the installation of a publicly accessible animal licensing kiosk in the Shelter lobby.

5. Recognition of County Participation in Shelter. Town shall recognize County's participation in the Shelter in marketing materials produced regarding the Shelter, and on the Town website. Town shall further acknowledge County's participation through a mutually agreed upon sign, plaque, or other means on or near the Shelter in a mutually agreed upon location, provided that Town shall not be obligated to change the name of the Shelter itself.

6. Shelter Hours and Vehicle Parking.

6.1 Shelter Hours. Public business hours for the Town's shelter operations are currently Tuesday through Saturday 10 am to 5 pm (excluding Building Holidays). The

Shelter will be closed to the public on Sundays, Mondays, and Town-recognized holidays. Town may change its public business hours by providing 48 hour written notice to County. However, no change to public business hours shall unreasonably affect that ability of the residents of eastern Placer County to utilize the Shelter services as contemplated in this Agreement. Notwithstanding the foregoing, County staff shall have 24-hour access to the Shelter for purposes of animal intake and other purposes consistent with this Agreement.

6.2 Vehicle Parking. Town shall designate four parking spaces for use by County employees. County employees shall not park in parking spaces designated for use by Town employees, Humane Society of Truckee-Tahoe staff and volunteers, or the visitor spaces on the south side of the Shelter. These parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles, pick-up trucks or sport utility vehicles, but a County animal transport vehicle shall be allowed.

7. Pet Policy For Employee Owned Pets At The Shelter. County employees may bring their dogs to work, with a limit of one dog per employee, provided that such dogs shall be and are safely contained within the Office Space. Dogs must be well behaved and non-aggressive with other dogs, all people, and cats when office cats are present. Dogs belonging to County employees shall not be permitted in either of the lobbies, the cat isolation area, the kitchen, the stray dog and cat areas, exercise yards, medical treatment room, the cat or dog adoption areas, office space other than the Office Space, or freely roaming the Shelter. County employees shall bring owned dogs into the Shelter through the back entrance, and shall not bring such dogs through the adoption or stray lobby. This provision is not intended to create or modify any right or term and condition of employment of a County employee regarding bringing a pet to work, but is only intended to describe the conditions under which the Shelter will allow pets of employees on premises.

8. Volunteers at the Shelter. County acknowledges that Town has an existing agreement with the Humane Society of Truckee-Tahoe (HSTT) for operation of the Shelter. Town and County agree to work with HSTT as a sole provider for adoption, rescue, volunteer, and other related operations. Neither the Town nor HSTT shall be obligated to work with any other animal welfare or rescue organization in its official capacity, but may permit individual members of any other organization to volunteer at the Shelter as HSTT volunteers in accordance with HSTT volunteer policies.

9. Repairs and Maintenance.

9.1 Obligations of County. County shall, at County's expense, maintain and keep in good and safe condition, the Office Space.

9.2 Obligations of Town. Town shall, at Town's expense, maintain, repair and replace, and keep in a good and safe condition (i) the roof, foundation, exterior walls and all structural components of the Shelter; (ii) the plumbing, electrical wiring and systems, heating, ventilating and air conditioning systems; and (iii) the common areas of the Shelter.

9.3 Damage Caused by County. The foregoing obligations of Town and County shall not apply to any damage to the Shelter arising as a result of the willful acts or negligence of County or its employees, agents, invitees or assigns, the repair or restoration of which shall be undertaken by Town at County's sole expense.

10. Conditions of Property and Disclaimer of Liability.

10.1 Condition of Property. County has examined the Office Space and agrees to take possession in an "as is" condition. County acknowledges and agrees that Town has not made any representations, guarantees or warranties regarding the Office Space.

10.2 Furniture, Fixtures and Equipment. Town shall equip the office space with the following furniture, fixtures and equipment: one telephone with voicemail capability and telephone service, Internet access through Town's network, and built-in modular desks and overhead storage bins and shelves. County shall supply whatever computer equipment and printer it may wish its staff to use.

10.3 Disclaimer of Liability for Conditions of Leased Premises. Town shall have no liability to County or any officer, employee, customer, vendor, guest, or visitor of County arising out of or due to the use of the Office Space or the Shelter by any person due to a condition of the premises.

11. Damage or Destruction of Premises. Unless as the result of negligence or intentional unlawful act of County, if during the term of this Agreement, any portion of the Shelter shall be damaged by fire or other catastrophic cause, so as to render such portion unusable for the purposes contemplated by this Agreement, the obligations under this Agreement may be suspended while such portion of the Shelter remains untenable. In the event of such damage, Town shall decide whether to repair the Shelter or to cancel this Agreement with respect thereto. In the event that Town elects not to repair the Shelter or damaged portion thereof, this Agreement shall be deemed canceled as of the date the damage occurred with respect to the affected portion(s) of the Shelter. In the event Town elects to repair the Shelter or damaged portion thereof, and Town has not, within one hundred twenty (120) days of notice of such election, commenced the repair work and diligently pursued such work to completion, County shall have the option to terminate its duty to perform under the Agreement.

12. Alterations, Additions and Improvements. County may not make any alterations, improvements or additions in, on or about the Office Space without first obtaining Town's prior written consent, and any permits or approvals customarily required for such work by Town in its capacity as a government agency. County and its employees, vendors, invitees, contractors, and maintenance workers shall take all precautionary measures not to leak, spill, or release a hazardous substance in or on the Shelter, and to immediately notify Town if any leakage, spillage or release of a hazardous substance occurs.

12.1 County shall keep the Shelter free from any liens arising out of any work performed, materials furnished or obligations incurred, and County shall be responsible

for the removal of any such liens and all costs to remove same. Failure to remove any such liens within thirty (30) calendar days of written request by Town shall be considered a breach of a material obligation subject to the default provisions of Section 19.

12.2 Town, at its own election, but without having any obligation to do so, may pay such liens not so removed and County shall, within ten (10) days following the receipt of written request, reimburse Town for all such costs incurred with respect to the removal of such liens.

13. Access by Town and County. Town reserves for itself and any of its designated agents the right to enter the Office Space as follows:

(i) to repair, alter or improve any part of the Office Space or building systems or any other lawful purpose; and

(ii) on an emergency basis without notice whenever Town believes that emergency access is required. Town shall have the right to use any means deemed proper to open doors in an emergency in order to obtain access to any part of the Office Space, and any such entry shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of, the Office Space, or an eviction, actual or constructive, of County from the Office Space or any portion thereof. County shall not alter any lock or install any new or additional locking devices without the prior written consent of Town. All locks installed in the Office Space (excluding County vaults, safes or special security areas, if any, designated by County in writing to Town) shall be keyed to the Shelter master key system.

14. Hazardous Materials Prohibited. Except as otherwise authorized in writing by Town, the use, generation, storage or disposal of Hazardous Materials by County at or within the Shelter is strictly prohibited, and any such use, generation, storage, or disposal shall be considered a breach of a material obligation subject to the default provisions of Section 19. For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as “hazardous substances”, “hazardous materials”, “toxic substances”, “hazardous wastes”, “extremely hazardous wastes”, or “restricted hazardous wastes”, or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time.

15. Signs. County shall obtain prior approval from Town’s Animal Services Manager and/or Community Development Department, as applicable, for the installation of any signs and graphics of every kind visible from public view corridors, or the exterior of the Shelter. Any such signs or graphics will be subject to any applicable laws and ordinances and shall be in conformance with Town’s design standards. Town shall add language on the

front entry door area of the Shelter notifying the public that the Shelter services the Truckee and Eastern Placer County areas for shelter services.

16. Keys and Security Alarm. County will be issued four sets of employee master keys for the Shelter. County may not duplicate keys. Additional keys may be requested and shall be obtained through the Town only at County expense. Upon receipt of keys, County shall provide Town with the names of employees who were issued the keys. Prior to County vacating the Shelter, it shall return all keys to Town. County shall not have the right to install or maintain a security alarm system for the Shelter.

17. Insurance and Indemnity. The Parties are governmental entities which are self-insured and/or carry liability and other insurances as appropriate. Each Party will provide liability coverage for its wrongful acts and/or omissions in the performance of its duties under this Agreement. The Parties shall indemnify, defend and hold one another and each other's officers, agents and employees harmless from and against any and all claims, losses, liabilities, damages, demands and actions (collectively referred to as "liability") arising out of their own performance under this Agreement, but only in proportion to and to the extent such liabilities are caused by or result from the wrongful act or omission of the indemnifying party, its officers, agents, employees, volunteers, or contractors. Both Parties acknowledge that their employees and volunteers are employees and volunteers solely of the respective Parties for all purposes, including but not limited to eligibility for workers' compensation insurance coverage and benefits.

18. Assignment and Subletting. County shall not sell, convey, assign, sublet or encumber any interest in the Office Space or the Shelter during the term of this Agreement without first obtaining Town's prior written approval. Any attempted sale, conveyance, assignment, sublet, or encumbrance shall be void where prior written approval has not first been obtained from Town. Any assignment or subletting shall not relieve County of any of its obligations or liabilities under this Agreement.

19. Termination.

19.1 County shall have the right to terminate this Agreement at any time without cause by giving sixty (60) days' notice, in writing, of such termination to Town. If County gives such notice of termination, Town shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

19.2 Town shall have the right to terminate this Agreement by giving sixty (60) days' notice, in writing, to County, in the event that, at any time within five years of the Effective Date hereof, (i) County uses any County owned or leased building or facility in eastern Placer County to house any type of animal for any period of time, or conducts animal adoptions; (ii) County permits any third party to use any County owned or leased building or facility in eastern Placer County to house any type of animal for any period of time or to conduct animal adoptions; or (iii) County operates an animal shelter, or permits

any third-party to operate a County-owned animal shelter within eastern Placer County. For purposes of this provision the term “eastern Placer County” is as defined in Recital B, above.

19.3 In the event County terminates this Agreement or Town terminates this Agreement pursuant to Section 19.2, Town will be paid for all work performed and all reasonable allowable expenses incurred to date of termination, as set forth in Section 2.3. In the event of termination of this Agreement, County shall not be entitled to any refund or reimbursement of the Capital Contribution Payment described in Section 2.1. Should there be a dispute regarding the work performed by Town under this Agreement, County shall pay Town for the services rendered by Town to the date of termination pursuant to this Agreement not to exceed the amount documented by Town and approved by County as work accomplished to date; provided, however, that: (i) in no event shall any payment hereunder exceed the amount of the Agreement specified in the Compensation section herein; (ii) County shall not in any manner be liable for lost profits which might have been made by Town had Town completed the services required by this Agreement; and (iii) County shall not be entitled to any refund or reimbursement for payments for services already made to Town. The foregoing is cumulative and does not affect any right or remedy which County may have in law or equity.

20. Default. Any of the following events or occurrences shall constitute a material breach of this Agreement by County, and shall constitute an event of default. Upon an uncured event of default, Town may terminate this Agreement. Upon termination of this Agreement by Town due to County’s default, Town shall not be required to reimburse or refund any portion of the Capital Contribution Payment.

(a) A default by County in the payment when due of any rent or other sum payable under this Agreement and the continuation of this default for thirty (30) or more days after notice of the default from Town, provided that if County has unreasonably failed two (2) or more times in any twelve (12) months to pay any rent or other sum when due and notice of this default has been given by Town in each instance, no further notice shall be required after such instances until the expiration of twelve (12) months in which all rental and other sums payable under this Agreement have been paid on or before the date due.

(b) The failure by County to perform any other material obligation under this Agreement, if the failure has continued for a period of thirty (30) days after a demand to cure the failure in writing. If, however, by its nature, the failure cannot be cured within thirty (30) days, County shall have a longer period as is necessary to cure the failure, provided that County has promptly commenced to cure within the ten (10) day period and thereafter diligently works toward completing the cure.

(c) The time frames set forth in this Section shall be tolled should the County, in good faith, question or dispute the payment due or the alleged failure to perform a material obligation.

(d) Notices given under this Section shall specify the alleged default and the applicable Section(s), and shall demand that County perform as provided under the

applicable Section(s) or pay the amount that is in arrears, as the case may be, within the applicable period of time, or quit the premises. In order to be effective, a copy of any notice given under this Section shall also be mailed or personally delivered to: The Placer County Counsel, at its than current address (at the commencement of the Agreement that address is 175 Fulweiler Avenue, Auburn California 95603).

21. Notice. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt requested, telegraphed, delivered or sent by telex, telecopy or cable and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, three (3) business days after the date of posting by the United States post office, (iii) if given by telegraph or cable, one (1) business day after the date delivered to the telegraph company with charges prepaid.

To Town: Town of Truckee
 10183 Truckee Airport Road
 Truckee, CA 96161
 Attn: Town Manager

To County: County of Placer
 3091 County Center Dr. Suite 290
 Auburn, CA 95603
 Attn: Wesley Nicks

Notice of change of address shall be given by written notice in the manner detailed in this Section. In the case of rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, the party attempting to give notice shall use reasonable diligence to obtain a current address.

22. Compliance with Laws. The Parties shall comply with all applicable federal, state and local laws, regulations and standards that are or may become applicable to County's delivery of animals to the Shelter and/or use of the Office Space. The judgment of any court of competent jurisdiction, or the admission of County in a proceeding brought against it by any governmental entity, that County has violated any such statute, ordinance, regulation, or requirement shall be considered a breach of a material obligation subject to the default provisions of Section 19.

23. Discrimination. The Parties covenant by and for themselves, their administrators, and assigns, and all persons claiming under or through them, and this Agreement is made and accepted upon and subject to the requirement that, there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, use, occupancy, tenure, or enjoyment of the Office Space or Shelter by County, nor shall the Parties, or any person claiming under or through them, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location,

number, use, or occupancy in the Office Space.

24. Cumulative Remedies. No remedy or election contained herein shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

26. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

27. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.

28. Amendment of Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

29. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

30. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

31. Authority to Execute Agreement. Town and County warrant that the individuals who have signed this Agreement have the legal power, right and authority to enter into this Agreement so as to bind each party for whom they sign to perform as provided herein.

32. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto, if any.

33. Incorporation of Recitals and Exhibits. Each and all of the Recitals and Exhibits to this Agreement are incorporated by reference as though fully set forth herein.

34. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between County and Town as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to any employees, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the

party to be bound thereby.

35. Annual Review. The Parties agree to jointly review this Agreement annually to ensure that this Agreement continues to meet the Parties' respective operational needs.

36. Conduct of Employees, Guests and Invitees. The Parties shall be fully responsible for the conduct of their employees, guests and invitees while in and around the Shelter. County shall ensure compliance by its employees, guests and invitees with policies and standards established by Town and of which the County is actually given reasonable notice, which may consist of general Town policies and standards and/or policies and standards established specifically for the Shelter.

IN WITNESS WHEREOF, the parties hereto have executed this Animal Shelter Lease and Operating Agreement as of the day and year first-above written.

TOWN AND COUNTY HAVE CAREFULLY READ AND REVIEWED THIS AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS AGREEMENT SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS AGREEMENT IS EXECUTED, THE TERMS OF THIS AGREEMENT ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF TOWN AND COUNTY.

TOWN OF TRUCKEE

COUNTY OF PLACER

By: _____

By: _____

Tony Lashbrook

Chairman, Placer County Board of Supervisors

Town Manager

Date: _____

Date: _____

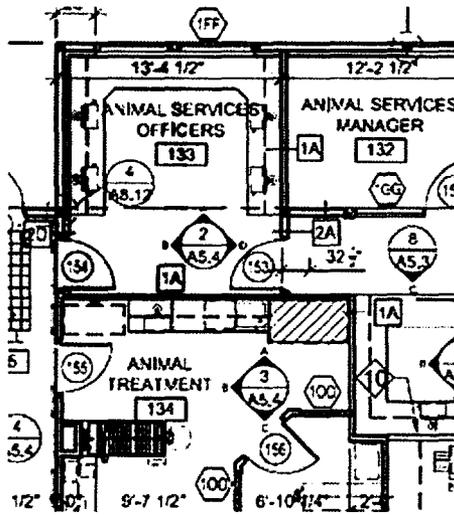
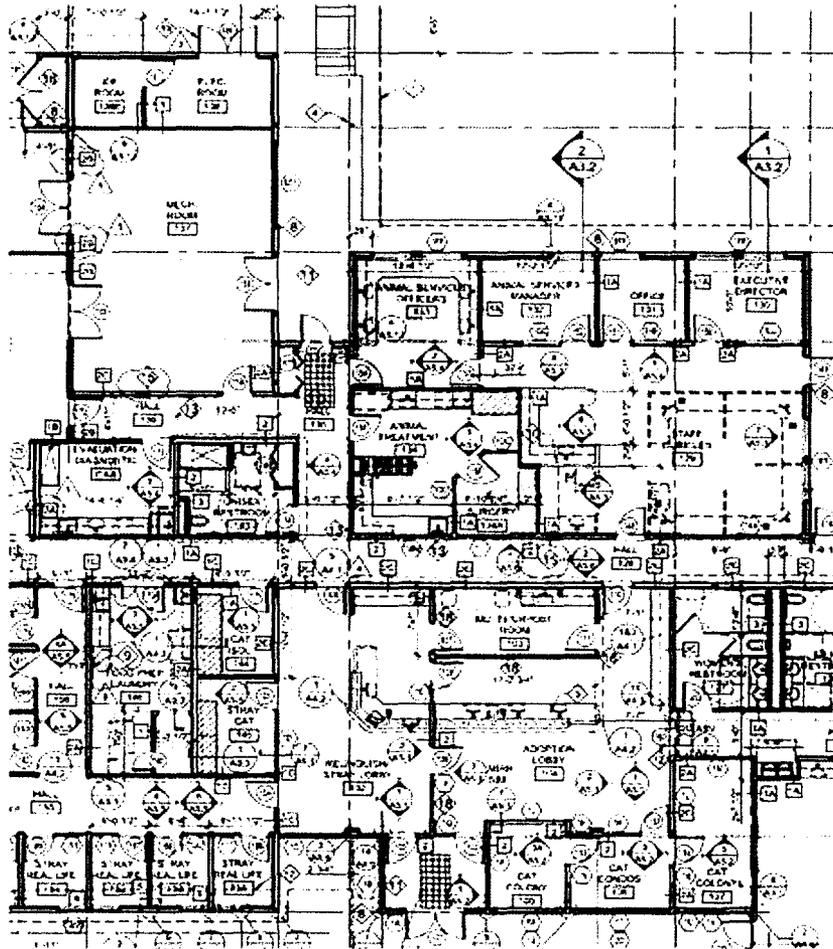
Approved as to Form
Town of Truckee Attorney

Approved as to Form
County of Placer

Date: _____

Date: _____

EXHIBIT A OFFICE SPACE





2015

Tahoe Vista Animal Shelter Business Plan

Prepared by
Friends of Tahoe Vista Animal Shelter
6/22/2015

Disclosure

This report is presented to the County of Placer, Board of Supervisors. The business plan was prepared as part of an effort by the Friends of Tahoe Vista Animal Shelter to keep the Tahoe Vista Animal Shelter located in Eastern Placer County from closing by persuading the Board of Supervisors and County Staff the need and value of keeping the shelter in its current location where the greatest need exist for animal shelter services.

Acknowledgements

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Executive Summary

The Eastern Placer County Animal Shelter was a needed resource when constructed, but was also a product of its time. When constructed, a successful shelter was often built in the style of a pound, and only required cages, kennels and concrete walls. A modern shelter today is considerably more. A modern shelter is expected to look like a pet store, perform like a hospital, and be a secure facility. It needs to serve the surrounding community while keeping an eye to the future growth and needs and remaining flexible enough to evolve to the future standards of care. The shelters of the future are community resources, and today modern shelters are devoting resources to offer services such as summer camp, obedience training, and boarding or day care. Some, such as the Montgomery County Animal Resource Center even host baby showers and birthday parties.

The proposed eastern Placer County Animal Shelter will be committed to ensuring the health, safety, and quality of life for people and animals in our community, and to bring about and maintain an environment in which people and animals can live harmoniously, with efforts directed toward the following goals:

- Providing high standards in shelter care for the animals in possession.
- Preventing animal neglect, cruelty, and irresponsibility through public outreach and education.
- Using adoptive programs within the shelter, off-site adoption locations, social media and technology.
- Placing all adoptable animals in safe and loving homes.
- Remaining a no-kill shelter.
- Creating a resource for community and charitable non-profit organizations to promote the shelter, the resources, and assist charitable non-profits with animal-based missions and activities.
- Maintenance of existing public involvement and volunteer opportunities, while also looking to create new opportunities for volunteer and public involvement.
- Building a modern animal shelter that meets the specific needs of the communities of eastern Placer County

The proposed advantages:

- Keep the services local where its most needed
- Continued support of 94% of animals served inside the Tahoe Basin, of that, the bulk were within a 4 mile radius of the current shelter.
- Continue the support of 97% of the animal control calls inside the Tahoe Basin.
- Increased community involvement
- Greater opportunity for volunteerism
- Increased partnerships and collaboration
- No increase in operational cost for enhanced services to our community

Building Requirements

Existing Shelter

The existing shelter needs replacement. Not just in the replacement of outdated and undersized facilities, but also to become a community center for animal health to service the needs of the local community. The shelter needs to be replaced with something more than a shelter.

Community Need

The needs of the community for the animal shelter is broken into several components. First is the need for the basic services of local animal control enforcement and seizure, licensure and immunization of pets in accordance with law, and adoption of homeless and abandoned animals. While the existing facility meets this need somewhat inadequately, it still successfully services a significant volume of animals utilizing partnerships with not-for-profit organizations and volunteers, all while remaining a no-kill shelter. It is generally understood that the current shelter is undersized for the community need, a basic needs assessment following a model developed by the American Humane Association (Appendix A) would indicate that the community needs a shelter that accommodates 100 animals per year.

An additional need of the community is the outreach and education provided by many modern shelters. In modern models of shelters in other communities, a multi-purpose portion of the facility is used to conduct this outreach and education into the community about the care and treatment of pets, living with wildlife in the rural environments of the County, spay and neuter education, and other advancements of animal welfare. Modern shelters today utilize and coordinate the resources developed by those charitable not-for-profits that provide those services that fill the gaps in the public services, assist with difficult to place breeds, educate the public, and even provide veterinary services. In the north Lake Tahoe region, community space available for these not-for-profits is difficult to acquire. In recent years, the County has participated in the creation of the Kings Beach Community House which provides meeting spaces for over 30 not-for-profit organizations, including full-time resident office spaces for the Family Resource Council, Tahoe Safe Alliance (a domestic violence shelter), and Project Mana (a food bank); as well as a part-time presence for WIC. While the creation of these meeting spaces is critical, with over 300 not-for-profit organizations in the north Tahoe area, even those spaces are tightly scheduled. The creation of a multipurpose space that can be used for meeting, education and presentations for those not-for-profits with animal based missions, or who interact with animals in the accomplishment of their mission will provide a much needed resource in the community.

As important as determining the needs of the community, it is also important to identify duplicative services that can create cost savings for the County and taxpayers. This includes spay and neuter services. Currently the County pays for these services. The Pet Network has a fully functional vet facility and is open to discussions on shared services and partnerships. By working in partnership with Pet Network, the County may enjoy considerable benefit in the cost of construction and ongoing operational expenses by eliminating all veterinary facilities and equipment, except for those required for euthanasia and infectious disease isolation.

Environmental and Location Needs

Because of planning requirements to ensure the environmental integrity of the Tahoe region, the replacement shelter must utilize a limited footprint in relation to the size and characteristics of the building lot. Accordingly, care is utilized in the design and sizing of the proposed shelter to meet these requirements. Based upon classification of the lot as a Class 4 with maximum coverage allowed to be 20% of the net parcel size of 63,061 square feet excluding easements of 9,552 square feet. Under these planning limits, the maximum impervious coverage allowed would be 10,701 square feet. The proposed shelter site plan (Appendix B) requires 3,500 interior square feet with a projected additional 7,000 square feet required for exterior outdoor areas, parking and drive spaces which allows parking for 7 plus 4 staff, a total impervious coverage space up to 10,500 square feet, or 20% coverage.

The advantages of the current location servicing north Lake Tahoe are also considerable. Convenience, the sole location in the eastern part of the county, and ability to advertise and maximize the adoption to a specific market, the impassibility of 267 due to construction, tourism and winter conditions, the difficulty in using 89 due to winter and summer tourism. New Building

Utilizing model shelters designed for and approved by the American Humane Association, the proposed shelter is 3,500 square feet, which is intended to fit within the existing shelter's lot space. The proposed structure is oriented to maximize outdoor window lighting exposure for the animals and staff. A bright, inviting, clean shelter building that is visible to the public is necessary to not only continue operating but to increase adoptions. Normally, the cost of a shelter could be \$700 to \$800 per square foot. However the exclusion of veterinary facilities that are duplicated by a partner not-for-profit, prudent matching of the shelter facilities to the community needs, and the focus on outdoor runs and efficient space allocation is expected to lower the projected cost to \$300 to \$400 per square foot, reducing the cost of construction of the building, plus associated site planning, architectural costs, and exterior costs; to under \$2,000,000. The proposed shelter will include:

- 12 Dog Kennels with individual outdoor runs. (2 kennels convertible to a single large kennel as needed for large dogs)
- A small dog room
- A dog meeting room to facilitate adoption
- Two large outdoor play areas
- Dog isolation room
- Cat isolation room for 10 cages
- Exotics and small animal room
- Cat room
- Cat colony room
- Feral cat room
- Cat meeting area to facilitate adoption
- Kittens / Puppies windowed space visible to the lobby area
- Medium sized meeting and education multipurpose space for outreach and not-for-profit use.
- Laundry and food prep area.
- Staff kitchen.
- Secure storage area for gun and narcotics locker and evidence storage.
- Storage area and freezer space.
- Single unisex bathroom, ADA compliant.
- Private administrative space.
- Welcoming lobby and reception areas.
- Separate entrance for drop-off / receiving of animals.
- Treatment and euthanasia room.
- 8 public parking spaces and one ADA restricted parking space.
- Mechanical room for access to air handler units.

3 Phase Implementation

The implementation of the replacement of the shelter has been broken into three phases, each phase to require a cycle ending in March to match the building cycle of projects in the Tahoe area.

Phase 1	Phase 2	Phase 3
Advisory Board Formed	Possible Demolition of Existing Shelter and Relocation of Animals	Opening of New Shelter
Key Not-for-Profit Partnerships Formed	Construction of New Shelter Structure	Expansion of Not-for-Profit Utilization and Education
Community Outreach and Capital Campaign	First Year of Parcel Tax added to property tax bill for infrastructure	Expanded Volunteer Program
New Structure Design and Permitting, and Selection of Contractors		Final Year of ParcelTax added to property tax bill for infrastructure
A Detailed Engineer's Report		Creation of fundraising programs in partnership with charities for sustainability of the facility
Levy a Parcel Tax for Two Years of Service Area Land		
Property owners within proposed assessment district vote		

Phase 1: It is suggested that phase 1 occur as soon as possible after the presentation to the Placer County Board of Supervisors. A shelter advisory board should be formed, consisting of County staff, not-for-profits, and veterinarians; and continue to meet on a monthly or bimonthly basis. Initially the advisory board would assist in the final architectural design of the structure and to discuss existing shelter operations and opportunities for improvement during the transition years. The advisory board will also help garner community support for the coming stages of the project. Later, the advisory board will be instrumental in planning the expanded services offered at the shelter.

Key Not-for-Profit partnerships should be formed during this time so that organizations like Pet Network can plan and prepare to meet the needs of the new shelter program once a partnership is formed, and to relieve workload on the existing services. A possible agreement with the Humane Society of Truckee to use their shelter for the year of demolition and construction should be considered. Last the possibility of leaving the animals in the existing location during construction should be evaluated.

A community outreach and capital campaign needs to be started to gather the required support to promote a two-year ballot measure required to fund the shelter construction. The ballot measure would be a parcel tax on the properties within the service area of the shelter for a limited term of two years, ideally in time for the November 2015 election cycle to prevent incurring the costs of a special election in March 2016 and escalating capital cost. Accordingly, the community outreach will be critical to ensure passage of the ballot measure. However, if the election will be held by mail only, the election dates can also be set in May or August (odd or even years) and June (even-numbered years). Notice that a parcel tax election will occur must be given at least 90 days in advance of the date of the election.

Also during this time, the funds already raised and continued to be raised for the shelter can be used to design and permit the shelter during 2015. Planning, site studies, and permitting will be important to complete during the summer and fall 2015, in order for the contractors to be selected and scheduled during winter 2015/2016. Winter construction crews are scheduled quickly in the Tahoe area for the short construction summer season, and accordingly the timeliness of this cannot be understated.

Phase 2: It is recommended that phase 2 begins directly after Phase 1 has been completed in March, 2016. With the completion of the planning and design phase by March, the animals and service personnel could remain on site or a possible relocation to the Truckee facility would take place should demolition of current site be required. If demolition occurs it should be completed within 4 weeks, and the new site construction would begin in May or June. Once exterior construction is completed during the summer, interior construction may continue without threat of weather interruption, and the shelter should be completed by March 2017. During the relocation, those not-for-profits that assist with placement and adoption of animals such as Wylie Animal Foundation, Northern Nevada SPCA, and Pet Network will be critical at this juncture to ensure proper treatment of animals during transition.

Phase 3: With the opening of the shelter in March 2017, the plan for the full utilization of the facility begins. This includes expanding the role of not-for-profits in the area to include those who utilize pets in the accomplishment of their respective missions, and the expansion of community outreach and education. New volunteer roles will form, and expand the services beyond those offered currently by the shelter. This also marks the final year of the special assessment for capital infrastructure, and the need of the advisory board to assist in developing an ongoing fundraising plan to assist with the sustainability and community support of the continued operations of the shelter.

Organization, Staffing & Management

It is recommended that the Shelter is funded and managed through the county, although the facility could be managed by a partner not-for-profit and fundraising efforts in the community could provide a valuable supplement to the operational funding for the shelter of \$50,000 annually. An advisory board consisting of representatives from the County, participatory not-for-profits and veterinarians is highly recommended. Additional representatives such as shelter volunteers and at-large community representatives could diversify the advisory board. With a potential to meet once a month or once a quarter, the board has the possible opportunity of combining the efforts of each individual partner to increase the outcome from all efforts.

Collaboration Benefits

By collaborating each participant can receive assistance from the partnership, reducing the need for a duplication of efforts. Defined below are the potential benefits for each participant in the recommended advisory board.

County Staff: As the recommended advisory board would oversee the shelter, benefits would include suggestions made by the advisory board participants. The county could also benefit from the community outreach and education efforts employed by those not-for-profits in collaboration with their organizations. Having open communication with the veterinarians allows the County to better meet both the shelter and veterinarians needs.

Not-for-Profits: Several regional not-for-profits whose organizations are predominately around pets and animals would be able to assist the shelter in improving its outreach into the community. These include The Bear League, Wylie Animal Rescue, The Wild Life Center, Northern Nevada SPCA, Tahoe Institute for Natural Science, and Pet Network. Additionally, other not-for-profits include animals in the accomplishment of their missions. These include Tahoe SAFE Alliance whose outreach includes the connection between domestic violence and abuse of pets; and Tahoe Expedition Academy and their use of pets in the education and development of children. Tahoe Expedition Academy, Squaw Valley Academy and Lake Tahoe Elementary can utilize the venue to conduct curriculum based seminars in accordance with the Next Generation Science Standard that is being adopted by the State of California. Boy Scouts and Girl Scouts are also opportunities as each organization has a specific badge aimed towards animal education. And a member of the Washoe Indian Tribe has expressed an interest to speak about the

relationship of the animals in the Tahoe basin and their importance to the customs, peoples, and creation of stories of their tribe.

Veterinarians: As specialists in the field, veterinarians on an advisory board provide credibility to the care of the animals, and recommendations for improvements that apply to the specific needs of the area.

Personnel

Animal Control Officers and Deputies: Current staffing of the shelter includes two animal control officers and a supervisor. In addition to the law enforcement powers and duties, officers also are responsible for daily operations, legal requirements, financial management, and adoption. The proposed shelter with partnerships and increased volunteer opportunities would allow for some of these duties to be delegated, decreasing the work load for animal control officers.

Non-Commissioned Shelter Staff: Current staffing of the shelter includes a non-commissioned Kennel Attendant who conducts administrative and animal care services. This position would remain in the proposed shelter, and would conduct volunteer coordination.

Volunteers: Shelter volunteers have always been a part of the operations of the area shelter, and the proposed shelter expands on that resource. Volunteers are necessary to assist in shelter operations and decrease the county's total cost of operating the shelter. It is recommended that volunteers be matched to work according to the most critical needs as well as their own personal interests as long as shelter needs are met.

Volunteers can fulfill many duties required in operating a shelter such as cleaning the shelter, feeding animals, exercising animals, promoting adoption, organizing fundraising, completing adoption paperwork, etc. The recent efforts of Friends of the Tahoe Vista Shelter demonstrates the funds can be raised. The American Humane Association Operational Guide on Volunteer Management provides logistics, which can offer guidance in successfully implementing the volunteer program (American Humane Association, 2010).

In addition to assisting with basic shelter needs, volunteers can be utilized for special events. One such event would be a shelter workday to deep clean the shelter and make minor repairs, which would allow citizens to be involved at the shelter. With the partnering of other area not-for-profits, the shelter also gains access to their collective volunteer base, and fundraising experience. For example, Tahoe Safe Alliance, a domestic violence shelter, has over 100 area volunteers trained to a variety of roles including crisis support, approximately 5 volunteers for every one paid staff member all managed by a single staff coordinator.

Volunteers can also serve as a representative of the shelter in retrieving donations. Informing the community about the need for donated items at the shelter, including but not limited to paper towels, animal food, cleaning supplies, etc. increases community involvement.

Services Offered and Enhancements

Current shelter services aside from licensing, fees and field services will continue with the assistance by a local non-profit. For the past 18 years Wylie Animal Rescue Foundation (WARF) has assisted the shelter with adoptions, web postings, advertising and use of its volunteer base. Although Placer County has offered training to volunteers as well as dogs needing help to become more adoptable, these were often based on the urging of non-profits and sometimes paid for by those non-profits. Placer County has fallen short in its public outreach. The following describes the enhanced shelter programs and services provided under this proposal.

Shelter Programs and Services

Pre-adoption Spay/Neuter: Current shelter services include the spaying and neutering of all animals before adoption, with exceptions made for kittens and puppies that are too young, don't weigh enough to go through surgery, or are otherwise contra-indicated. The work is performed off-site.

The proposed shelter could partner with a local area charitable not-for-profit such as Pet Network, who already provides these services at their own facility by a licensed veterinarian. This eliminates the cost of having facilities on-site to perform this and other medical services, reducing substantially the cost of the construction and maintenance costs of supplies and clean rooms. It also provides for a low cost option over contracting with a veterinarian.

Preventive Medical Care Plan: Current shelter services include the medical examination by County staff to check for any unusual conditions that may require a vet's care. A vaccination is given along with treatment for fleas, ticks or worms if appropriate.

Lost and Found: Current shelter services include the coordination to match up pets that are lost by their owners or found by a member of the public. When animals are received, they are checked against a lost list, and owners are notified if there is a match.

The proposed shelter would create a volunteer opportunity to build and popularize an on-line local database so owners / finders can enter information 24/7 from their homes or smart phones. This has the potential to greatly improve lost pets being found and found pets being returned home while minimizing the involvement of County staff.

Court Advocacy Program: The proposed shelter would create a volunteer opportunity to coordinate with the District Attorney's office in cases involving animal abuse, neglect, abandonment, and cruelty. The volunteer follows the case through the court system and reports outcomes and solutions to the case. While this is primarily to create advocacy for animals involved, it further dove-tails into structuring relevant community outreach programs out of the multi-purpose/meeting room of the proposed shelter; as well as examination of real cases to identify gaps in the safety net that could relate to early warnings for other activities that frequently accompany animal abuse, such as child neglect and domestic violence.

Pre-adoption Counseling: The proposed shelter would create a volunteer opportunity to provide counseling to prospective adopters to better match the animal to the family, including the following factors: if the adopter has other animals and if they are licensed; what kind of animal they are looking for; what breed, size, gender and age the adopter is looking for; if the adopter has a fenced yard; if the adopter is looking for a very active pet or one that will require less exercise; and medical needs of a pet that the adopter needs to be aware of. This facilitates the adopter in making an informed decision, reduces of the incident of a mis-match between the adopter and the pet, and improves the experience of pet ownership.

Animal Services Deputies: Animal Control deputies provide humane intervention for animals that may be lost, homeless, neglected, abandoned, abused or causing problems with neighbors and/or livestock. If an animal is causing problems for someone other than the owners, it can be seized and housed at the shelter until a hearing takes place to decide a disposition. When an animal is taken into protective custody, it is held at the shelter until the owner can redeem the animal, or a forfeiture hearing is held to legally take the animal from the owner for placement in a safe environment. In either case the animal can be placed for adoption.

Education in Schools: An in-school program can be held in the proposed multi-purpose facility. This may be provided both to public schools as well as one of the three private schools in the immediate area. This allows children to become exposed to domestic animals and gain an appreciation for how to care for a pet, with elements continually altered to the local area's needs, and several models of these programs already exist (Welcome to Humane Education at John Wister Elementary School, 2013). Some topics to be covered include:

- Meeting a dog or cat

- Avoiding being chased
- Adoption versus buying
- Over population and the importance of spaying or neutering
- Animal cruelty
- The role of animal shelters
- Caring for a pet

Marketing and Fundraising Plan

Marketing is a vital component to the success of any business, and marketing activities and strategies can be closely combined with public relations strategies. Good public relations and marketing activities are well planned and well organized to communicate a specific message to the target audience. In the case of an animal shelter, there are many highly controversial and emotional issues that a layperson can easily misunderstand or criticize, like euthanasia, animal control issues, and animal rights. With high emotional stakes, an animal shelter depends on the public having a positive perception of the shelter to contribute financially, to adopt animals and to be advocates for the shelter in the community (American Humane Association's Operational Guide for Animal Care and Control Agencies: Public and Media Relations).

The goals of the marketing and fundraising plan then are based on the following:

- Increase the number of adoptions
- Increase positive awareness of the shelter and its programs
- Raise funds to support the design and permitting of the new shelter
- Promote the Parcel Tax as the funding mechanism to fund a two year capital infrastructure special assessment
- Establish an on-going fundraising campaign to keep the shelter financially sustainable

Existing Fundraising Campaign

Through volunteer efforts over a short period, fundraising has already garnered more than \$75,000 toward replacing the shelter. With approval by the Board of Supervisors, other interested parties of considerable means can be approached to collect the remaining funds needed to cover the cost of architectural design, site planning, and permitting for the project. Eventually this campaign will be developed into an ongoing fundraising campaign to cover the costs of maintaining the facility and costs associated with other components of the marketing plan.

Pet of the Week

To assist in increasing adoptions and perception of the shelter, the shelter should list a pet of the week in the local newspaper. Additionally, the pet of the week would appear in the online presence discussed below. Costs for print publication could either be paid by the fundraising campaign, or by having a different community family sponsor it each week.

Public Speaking Engagements

With the new shelter will come a multipurpose room appropriate for public presentations by shelter staff at least once per month for education and public outreach. Local not-for-profits will also be able to use this space. The advantage is to create a draw that brings the public in to create additional supporters and to promote and increase adoption rates. Additionally, as part of outreach, volunteers can coordinate and arrange for additional speaking engagements with local radio, interviews with newspapers, classes, community groups, mixers, and other ways to be publicly visible in the community.

Maintenance of Donor Lists

Marketing strategy sometimes overlooks including keeping your current donors and supporters in the know about what is going on at the shelter, maintaining them for future donation requests. Starting with the license list, the shelter should begin to keep a mailing and emailing donor list including pertinent information about donors, stakeholders and potential donors; such as types of pets owned, and whether children are school aged. It should add all the new adoption contacts in with the above lists. A newsletter can inform and educate on current shelter events, pet of the week, current animals to be adopted, staff biographies, educational articles, tips for each season's pet care and so on. A newsletter is a good communication tool and would even be helpful in reminding pet owners when license fees are due which would help increase funds to the shelter. Printed newsletters are expensive, so should be limited to an annual report once per year, however an electronic newsletter is a good communication tool.

Education Opportunities

As noted above with the public speaking engagements, the educational opportunities are very similar and can be done by the Shelter Manager, or volunteers. Any chance the shelter can get into a school classroom or children's day camp or children's library event, it should be done. Also, any chance at hosting educational events at the shelter through the multipurpose room, when the new structure is built, will be beneficial to the shelter. Events at the shelter could have a small registration fee or suggested donation if not related to animals or pets. Children should have access to pet information. Topics to educate children on include the cost of owning a pet, the responsibilities of owning a pet, spay/neuter programs for pets, and how to care for a pet.

Shelter Tours

Once a new facility is built, the more people you can get through the doors the better. The first "tour" that would be recommended would be a Grand Opening for the new shelter. This event could take place within the first month or two of opening and it could include the first adoption at the new shelter. More people mean more donors, increased adoptions, and additional positive word of mouth advertising. Getting people to the new shelter and through the doors will have amazing, instant impact on this public service.

Online Presence

Currently, the adoption advertising of the existing shelter is through the County's website and is mixed in with the shelter in western Placer County. This should not be discontinued, however the eastern Placer County Animal Shelter should have its own website to target the specific population it services. An old adage of marketing is that if you are not targeting, you are not marketing. Volunteers can be used to update and maintain the shelter specific website at no cost. And the shelter specific website can be linked with a variety of social media, also maintained by volunteers in connection with the advisory group and shelter staff. This would include Twitter, Facebook, Pinterest, and others as they are created. A separate online presence management and marketing plan should be developed and regularly updated by volunteers, the advisory group, and the shelter staff to ensure continuity of message and branding.

Financial History and Analysis

The Existing Shelter Operations

A critical portion of any proposal is the cost to maintain the facility and to fund its repairs. To determine the costs of creating a sustainable environment, we can begin by reviewing the operational costs of the past three years (Appendix C) excluding capital expenditure.

The existing shelter costs on an average are approximately \$385,000 to operate per year between the fiscal years 2011-2012 through 2013-2014. Of those costs, 65% to 75% are the costs of County personnel, which consist of animal control officers and administrative staff. 8% to 12% are vehicle costs for the animal control officers in any given year. Therefore, 73% to 87% of the operational costs of the shelter are costs of personnel and their vehicles, or between \$281,000 and \$335,000. Additionally, the County applies an indirect and overhead cost of an average \$36,600, or 9.5%. Thus, between 82.5% and 96.5% of total costs are County personnel, their vehicles, and indirect or overhead charges in any given year. On average, this is 88.8% of the shelter's operational costs.

Comparatively, the costs of the shelter's operations excluding personnel are considerably smaller. Building maintenance, utilities, spaying and neutering, exams and tests, food, and other costs for the same fiscal periods average \$43,297 per fiscal year, or 11.2% of total average costs. This is slightly offset by the animal licensing and other fee income generated by the shelter. Animal licensing and fees are not a significant source of revenue for the facility, with the average income of \$11,360 over the same three fiscal years or 2.9% of total costs. An average of 97.1% of the operational expenses are covered by the County or \$374,000 is needed on an average from the General Fund to cover shelter operations.

The Placer County Proposal

The Placer County proposal to remove the shelter from eastern Placer County entirely and utilize the shelter in the Town of Truckee includes a one-time non-refundable capital contribution of \$750,000 and estimates annual savings around \$107,153 to the County. To achieve the savings the Tahoe Vista Animal (TVAS) proposal intends to modify the existing staffing plan at the TVAS by relocating the Kennel Attendant to the Western Placer County Animal Shelter and realize permanent savings on maintenance and utilities cost. The indirect and overhead costs would not be saved. As discussed above, these account for 9.5% of the operational costs of the shelter services. The animal licensing fees and other fees are to remain revenue for the County.

The Placer County proposal includes annually, the rent charged by the Town of Truckee (TOT) to Placer County for use of the shelter of \$5,724 and a flat rate of \$250 per animal to cover the costs of food, cleaning and vaccinations. As the County presently collects and processes over 100 animals per year in the existing shelter, this would cost a minimum of \$25,000 annually. Additionally, the Placer County proposal does require a one-time fee from Placer County of \$750,000.

The table on the follow page shows a savings of \$82,153 to the TVAS however since the Kennel Attendant position is being relocated to the Western Placer County Animal Shelter overall cost will actually increase to the County by \$4,312 resulting in no savings overall to the County.

<u>Description</u>	<u>Savings to TVAS Dept.</u>	<u>Savings to Placer County</u>
Spay/Neuter	\$ 6,457	\$ 6,457
Cost per Animal	7,500	7,500
¹ Kennel Attendant Services (relocated)	86,465	-
Maintenance	20,992	20,992
Utilities	16,463	16,463
Subtotal savings (agrees with PC)	<u>137,877</u>	<u>51,412</u>
<u>Less Amounts paid to TOT</u>		
Rent to TOT (Office Space)	(5,724)	(5,724)
100 animals * \$250	(25,000)	(25,000)
One-time capital contribution of \$750,000		
² Amortize over term of lease-30 Yrs.	<u>(25,000)</u>	<u>(25,000)</u>
	<u>(55,724)</u>	<u>(55,724)</u>
Net savings / (increased cost)	<u>\$ 82,153</u>	<u>\$ (4,312)</u>

¹ Kennel Attendant position is being relocated to the Western Placer County Animal Shelter therefore no savings to overall Placer County

² Straight-line \$750,000/30 yrs. over the term of TOT lease

The primary benefit of the Placer County proposal is the relocation of personnel and no capital cost to renovate or rebuild a new shelter for eastern Placer County. However, the Placer County proposal offers no new community benefits to the residents of the County, encourages no greater involvement of the residents, and makes those existing services less convenient by locating them outside of the County.

A Sustainable New Shelter

Our proposal is to create a fiscally sustainable shelter that is paid for by the residents of the service area, with the personnel and direct operation cost that the County seeks to save being funded by the residents of the shelter's service area. Our proposal shelter construction uses an efficient design that reduces construction costs and operational costs, and uses public support to fund the construction costs. Our proposal also includes annual funding of \$50,000 to support shelter operations.

Construction: The proposed shelter design is intended to fit within the existing land space of the current shelter, eliminating the need to locate and acquire or lease new land. At 3,500 square feet, plus outside areas, impervious driveway and parking, the site plan conforms to the planning restrictions for impervious coverage. These operational elements within the floor plan conform to the basic needs analysis presented in Appendix A with space for growth up to 182 animals annually, and conforms to the marketing plan to provide space resources for community use and outreach. It varies from the 6,738 square foot hypothetical replacement shelter prepared as a rough outline by County staff in that it has 4 fewer runs for dogs; a single storage area of lockers for evidence, narcotics and firearms instead of a separate storage area for each; a single unisex restroom instead of two restrooms, and a larger multipurpose room instead of an interview room. A single air handling unit rated for the size of the building and able to move 5 tons of air included, with a mechanical room to provide access. . Absent are medical facilities other than two isolation rooms and a euthanasia room as these services would be provided by local charitable not-for-profit that engage veterinary staff at no or low cost under an agreement with the County. This eliminates the space requirements, as well as considerable equipment expense.

Cost of construction for animal shelters has grown substantially in recent years, and can easily run \$700 to \$800 per square foot. With the reduced square foot plan, and the elimination of the medical facilities that are duplicated by area charities, and care of the efficient design, the costs drop significantly. However, the number of windows in the proposed structure will require steel support instead of a wood frame in many areas, and snow loading is a cost factor in the Tahoe area. The aid handling system, together with the cost of installation, ducting and venting, has been reasonably quoted at \$25,000. Therefore, we reasonably expect that the construction of the facility could be accomplished for \$300 to \$400 per square foot, or \$1.4 million. Because of the site upgrades, a new set of BMP installations will be required by the TRPA, which could additionally run \$400,000 to \$600,000. Therefore, the projected cost of the facility is \$2,000,000. At the upper end, if total costs did run \$800 per square foot due to overruns or unanticipated modifications, the total cost is \$2,800,000.

Fundraising: The current fundraising campaign conducted by the local community has already generated over \$80,000 for sheltering services. This campaign would continue to raise an additional \$20,000 to provide a \$100,000 budget to cover the costs associated with the architectural design, engineering and permitting of the proposed shelter.

Additionally, the community would conduct a public support campaign to establish a Parcel Tax to raise \$2,000,000 in special assessment to cover the cost of the replacement of the shelter, broken into two years, to be approved by the voters of the affected properties.

This approach generates \$2,000,000 for construction costs and \$100,000 for planning, engineering, and permitting costs. However, a deal will also need to be negotiated with the Town of Truckee to use their facility for a temporary period of transition during the construction period. If a deal is reached that follows similar terms as the existing Placer County proposal, this will cost \$5,724 for rent of the facility, and \$25,000 to \$28,000 for the \$250 per animal charge, and no one-time charge or a reasonable amount to be negotiated with the Town. Additionally, a cost overrun or unanticipated expense may increase the cost of construction or permitting. However, given that the Placer County proposal included a \$750,000 payment to the Town of Truckee, it is reasonable that Placer County could make up the difference and any such costs will fall well below half of the one-time payment amount.

Ongoing Sustainability: Under our proposal, the County continues to bear the responsibility for the costs of personnel, vehicles, indirect and overhead costs while saving \$34,312 annually. The Placer County proposal will likely cost the County more in operational expenses of \$4,312 as discussed above. Our proposal also provides for greater community involvement and collaboration with other not-profits.

With the creation of the advisory board and spring-boarding off the success of the current fundraising campaign, an annual campaign would continue to raise funds for the \$50,000 to off-set operational costs, while continuing to reach out to the public and involve the community.

Additionally, by partnering with Pet Network to provide low and no cost veterinary services, the operational costs are further reduced. For example, for fiscal year 2013-2014, costs for neuter, spay and vaccination were \$5,791. By this partnership, this cost is reduced.

As mentioned earlier moving the shelter to the TOT offers no new community benefits to the residents of the County, encourages no greater involvement of the residents, and makes those existing services less convenient by them locating outside of the County and further away from the area with the greatest need. Below is a side by side comparison of annual on-going cost to maintain the shelter under both proposals showing the cost difference is \$54,312 less if we rebuild the shelter.

	PC Proposal Cost	Our Proposal Cost	
	<u>Moves to TOT</u>	<u>If Rebuild Shelter</u>	<u>Savings</u>
Average Annual Operating Cost	\$ 385,000	\$ 385,000	\$ -
Less avoided cost by PC (from previous slide)	(51,412)		51,412
Less annual fund raising		\$ (50,000)	(50,000)
Subtotal net cost	<u>333,588</u>	<u>335,000</u>	<u>1,412</u>
Rent to TOT (Office Space)	5,724	-	(5,724)
100 animals * \$250	25,000		(25,000)
One-time capital contribution of \$750,000/30 Yr.	25,000		(25,000)
Annual Cost	<u>\$ 389,312</u>	<u>\$ 335,000</u>	<u>\$ (54,312)</u>

It should be noted that the above analysis for "Our Proposal Cost" does not include depreciation cost for the new shelter since the cost would be offset by either the parcel tax or capital contributions amortized over the same period.

Appendix A: Basic Model Needs Assessment

The existing shelter for eastern Placer County was constructed in 1972 and handles 110 animals per year. Average length of stay is 4 months for dogs and 8 months for cats, which are long average stays for a shelter program and raise risk of “kennel hardening” which makes the pets harder to place. It should be noted the current shelter staff has done an exceptional job and kennel hardening has not been an issue when placing animals. The existing volume of animals for the extended periods has long surpassed the shelter’s ability to contain the animals. The proposed shelter would include a community engagement plan that includes the use of charitable not-for-profits and volunteers to conduct a public outreach program coordinated by a public advisory board. This reduction of average stay is critical not only for the capacity of the shelter, but also the health of the animals and the involvement of the community. In planning a proposed shelter, it is also important to consider the possibility of growth, and not to design a shelter that is at capacity when constructed.

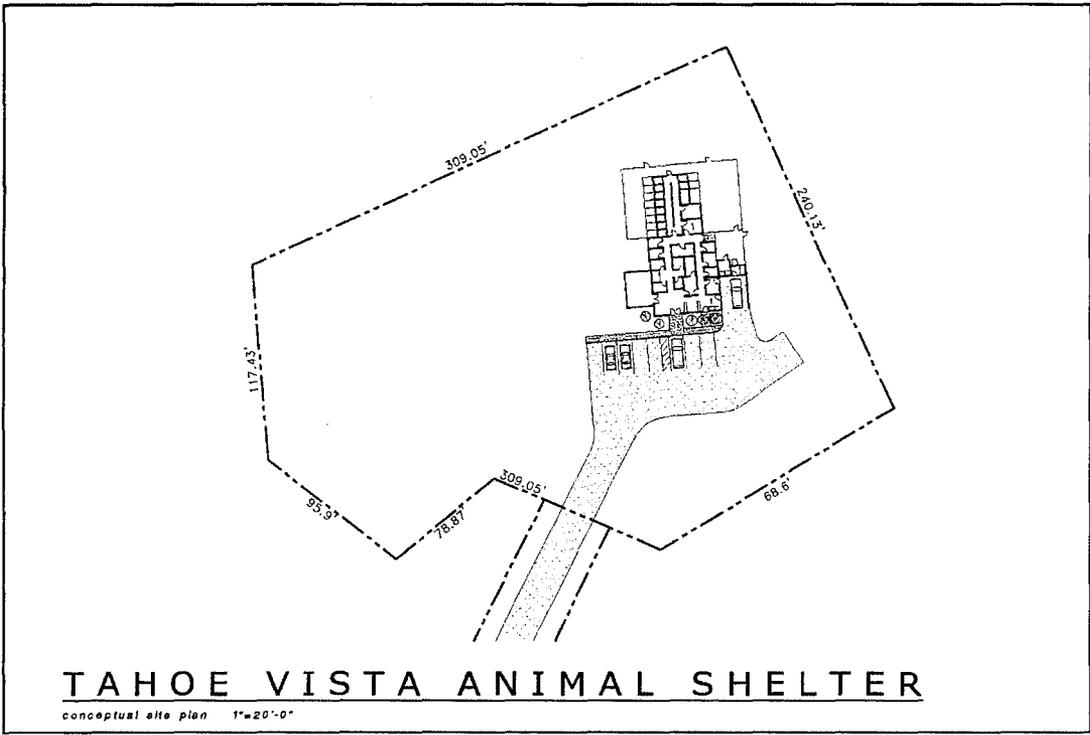
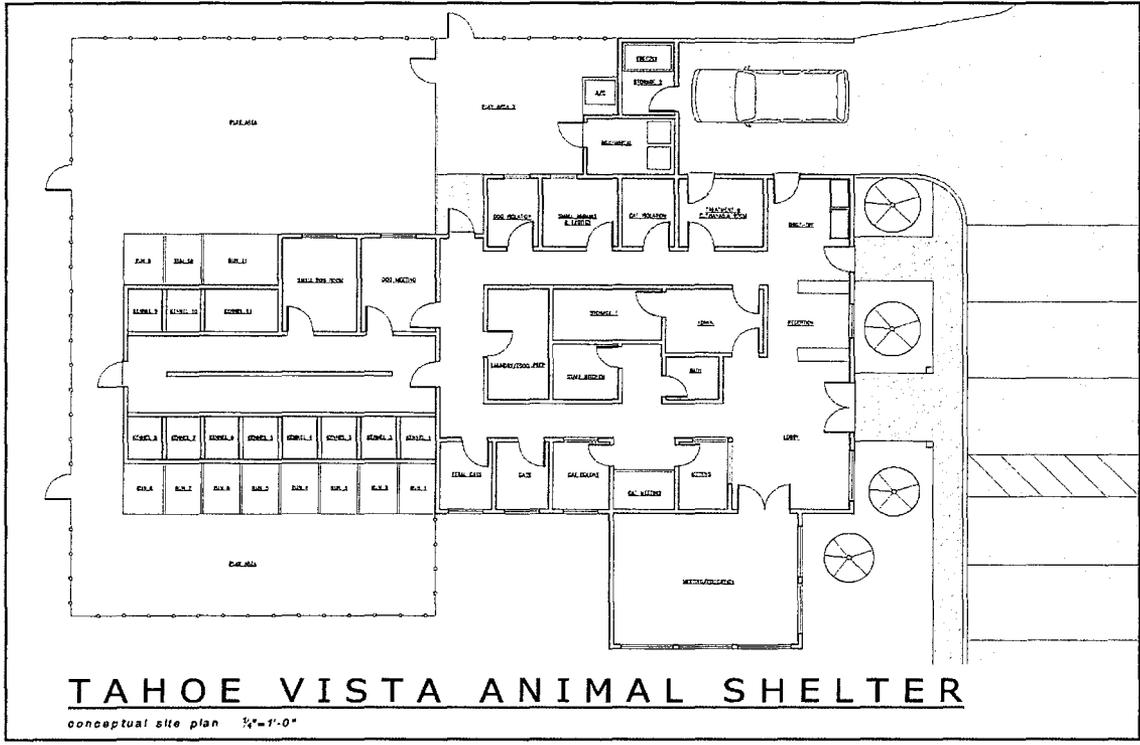
This basic model needs assessment is intended to determine the basic requirements of the proposed shelter based upon the current usage of the existing shelter and a new program that will substantially decrease the average length of stay of the animals. The goal or target length of stay should be a more common average of 3 weeks for dogs and 4 weeks for cats.

However, the Lake Tahoe area has significant seasonality that is not present in many communities, due to both the tourist traffic and the weather patterns that drive them. This makes a significant impact on the incomes and economies of the resident population. Therefore, these goal lengths of stay may not be regularly attainable. In substitute, a more reasonable target length of stay is 8 weeks for dogs and 20 weeks for cats. This substitute length of stay is more than twice the desired average stay for dogs and five times the desired average stay for cats, but both are half the current average stay. Therefore, the chief goal of the marketing plan must include cutting the average length of stay by half.

The proposed shelter will feature 12 dog kennels with outdoor runs, and a small dog room. One pair of the kennels will be convertible to a single double size kennel for a very large dog. Under an average stay of six weeks, this size of facility will accommodate over 104 dogs per year, well in excess of the current intake average of 94 dogs per year. This proposed shelter will also feature three cat rooms capable of housing 30 cats at a time, or 78 cats annually under an average stay of 20 weeks, also well in excess of the current intake average of 37 cats per year.. Capacity of dogs and cats is annually expected at 182 animals under the proposed shelter at the projected average stay periods, which would allow for 35% growth in the intake population.

Additional spaces have also been proposed in the shelter for exotics and a display space for kittens and puppies that looks into the lobby area. Since relatively few exotics are collected by the shelter, this space may be used for dogs and cats if population demands require it.

Appendix B: Proposed Site Layout



Appendix C: Existing Shelter Financial Analysis

Placer County Animal Services

Tahoe Vista Animal Shelter

Actuals and Three Year Average

Fiscal Years 2011-2012, 2012-2013, 2013-2014, 2011-2014 Average

	2011-2012		2012-2013		2013-2014		2011-2014	
	Actual	%	Actual	%	Actual	%	Average	%
Personnel Cost	\$ 290,812	75.0%	\$ 265,118	68.1%	\$ 246,802	64.9%	\$ 267,577	69.4%
Officer Vehicle Cost	32,228	8.3%	37,762	9.7%	44,988	11.8%	38,326	9.9%
Total Personnel & Vehicle	323,040	83.3%	302,880	77.7%	291,790	76.8%	305,903	79.3%
Indirect & Overhead	33,656	8.7%	41,019	10.5%	35,129	9.2%	36,601	9.5%
Other Costs								
Building Maintenance	9,628	2.5%	23,723	6.1%	20,992	5.5%	18,114	4.7%
Utilities	12,922	3.3%	13,797	3.5%	16,463	4.3%	14,394	3.7%
Food	3,139	0.8%	4,635	1.2%	3,819	1.0%	3,864	1.0%
Other	5,398	1.4%	3,533	0.9%	11,843	3.1%	6,925	1.8%
Total Other Costs	31,087	8.0%	45,688	11.7%	53,117	14.0%	43,297	11.2%
Total Operational Costs	387,783	100.0%	389,587	100.0%	380,036	100.0%	385,802	100.0%
Revenues / Funding								
Animal Licenses	8,349	2.2%	8,626	2.2%	8,863	2.3%	8,613	2.2%
Other Fees	3,762	1.0%	2,432	0.6%	2,050	0.5%	2,748	0.7%
Subtotal Revenue	12,111	3.1%	11,058	2.8%	10,913	2.9%	11,361	2.9%
County Subsidy	\$ 375,672	96.9%	\$ 378,529	97.2%	\$ 369,123	97.1%	\$ 374,441	97.1%