



St. Mary's County MARYLAND



Animal Shelter Study

RFA #1715

June 30, 2017



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“The study must address the following options and specific areas:

1. A Bi-County Shelter (Charles and St. Mary’s County) – new facility

I. Location;

II. Services provided based upon industry best practices;

III. Size;

IV. Cost;

V. Staffing requirements;

VI. Business and operation plan; and

VII. Other tasks that may be identified by consultant’s work.

A new St. Mary’s County Shelter:

I. Location;

II. Services provided based upon industry best practices;

III. Size;

IV. Cost;

V. Staffing requirements;

VI. Business and operation plan; and

VII. Other tasks that may be identified by consultant’s work.” RFA #1715

Executive Summary

Needs Assessment Study Charge

St. Mary’s County’s goals in undertaking a Needs Assessment (or Feasibility) Study related to its Animal Welfare and Sheltering include a specific outline of issues to be addressed. We recount these issues in the boxed text following along our summary commentary.

St. Mary’s County wishes to explore and understand its options before committing to funding either: (1) renovating and/or adding to the existing TCAS Shelter, (2) building a new Bi-Counties Shelter in partnership with Charles County or (3) building a new shelter dedicated to St. Mary’s County.

Analysis of Tri-County Animal Shelter (TCAS)

The study begins with an analysis of the current TCAS Shelter and its operation.

Our analysis of the physical arrangement of the shelter led to the opinion that pursuing its renovation and additions would amount to an expensive venture that would likely result in a physical plant that could only marginally overcome many of the building’s functional deficiencies.

We cite specific recommendations of the Association of Shelter Veterinarians’ (ASV) “*Guidelines to Standard s of Care in Animal Shelters*” as the basis for examining and determining the ability to renovate the 56 year old structure to successfully provide the healthy, supportive sheltering environment the Guidelines recommend.

Our conclusion regarding “Building Re-use” follows:

As a 56 year old shelter the TCAS building is nearing the end of its utility. Its lack of functional arrangement as described under the “programmatic” issues as well as the myriad physical issues we have outlined would make for very costly renovations to bring it up to the ASV Guidelines standards. Additions are possible and could rectify some of the functional issues but renovations would likely prove to be more costly than starting anew and certainly with compromised results.

Charles County separately engaged the team of Marrick Properties; FMD Architects and Design Learned, Inc. to analyze TCAS on its behalf. Their recommendation follows:

“After consideration of the benefits and detriments to renovation, it is our recommendation to build a new shelter.”

In developing a response the vendor shall rely upon their experience and expertise in Animal Sheltering operations with consideration of the following:

1. MASSA – the Maryland Animal Shelter Standards Act of 2016.

2. Guidelines for Standards of Care in Animals Shelters – provided by the Association of Shelter Veterinarians – 2010.

3. Shelter Design Packet – Humane Society of the United States

4. Shelter Facilities, Operations, and Management Assessment – Tri-County Animal Shelter conducted by the Humane Society Management Services, LLC report dated January 31, 2015.

5. Shelter Wish List 2016 – Interoffice Memorandum from the Charles County Government Department of Emergency Services dated June 29, 2016. RFA #1715

Following St. Mary's study charge we turned our attention to TCAS operations.

Existing Statistical Conditions

Using data obtained from TCAS submissions to the Maryland Department of Agriculture we averaged years 2014 to 2016 and developed an analysis of the shelter's performance with the following results:

1. Dogs represent 41.3% of all dogs and cats sheltered
2. Cats represent 58.7% of all dogs and cats sheltered
3. Other large and small animals represent 4.7% of all animals sheltered
4. Shelter Capacity provides for an average of 8.2 days Length of Stay (LOS) for dogs
5. Shelter Capacity provides for an average of 6.5 days Length of Stay (LOS) for cats
6. Live Release (Save Rate) for dogs was 76.7%
7. Live Release (Save Rate) for cats was 46%

Existing Funding

Review of budgets and actual expenses from years 2014 to 2016 revealed the following:

1. Actual expenditures are generally 87- 88% of annual budgets
2. Budgets escalated .87% from 2015 to 2016 and 1.14% from 2015 to 2016
3. Sheltering cost per capita/ year over the period ranges from \$1.95 to \$2.01
4. When compared to costs per capita in 15 reporting counties in North Carolina, TCAS is funded below the North Carolina average by more than \$3.00/capita
5. When compared to the average sheltering cost per animal in North Carolina, TCAS costs are lower by \$133 to \$143.

Existing Staffing

We analyzed the current TCAS organizational chart representing 14 full time employees and an average 6 part time positions. The Shelter Supervisor also cited an average of 60 volunteers on a monthly basis.

TCAS operations were critically analyzed by Humane Society Management Services, LLC. We agreed with and deferred to the conclusion in their January 2015 report – that TCAS is structurally understaffed.



Initial Shelter Sizing

Using statistics from the 2014 to 2016 Maryland Department of Agriculture (MDA) as a starting point we analyzed statistics from TCAS, the Charles County Humane Society (CCHS) and the St. Mary's Animal Welfare League (SMAWL) to determine the correct starting point to employ in sizing four (4) shelter possibilities:

1. Bi-Counties "Standard Shelter" – similar to the TCAS operation
2. Bi-Counties "No/Low Kill Shelter"
3. St. Mary's "Standard Shelter" – similar to the TCAS operation
4. St. Mary's "No/Low Kill Shelter"

Our analyses focus on the two sheltering models cited. The operative sizing methodology uses an Average Length of Stay (LOS) for a "Standard" shelter of 10 days in the 10th year of operation and LOS for a "No/Low Kill" shelter of 14 days for dogs and 21 days for cats in the 10th year of operation. This approach accounts for projected population increases.

We determine an initial shelter size for each model and look forward 10 and 20 years to test shelter capacity based on average LOS. Finding *for all 4 shelter possibilities* that our sizing assures sufficient capacity over 20 years we arrived at the following:

Bi-County Shelter Sizing Summary

Shelter Model	Animal Housing			Projected Size -SF	Projected Cost Range	
	Dog Spots	Cat Spots	Total Spots		Low	High
"Standard" - 10 Day LOS Basis	83	119	202	17,280	\$ 4,752,000	\$ 5,616,000
No/Low Kill - 14/21 Day LOS Basis	117	240	357	26,070	\$ 7,169,250	\$ 8,472,750

St. Mary's County Shelter Summary

Shelter Model	Animal Housing			Projected Size -SF	Projected Cost Range	
	Dog Spots	Cat Spots	Total Spots		Low	High
"Standard" - 10 Day LOS Basis	27	46	73	7,190	\$ 1,977,250	\$ 2,336,750
No/Low Kill - 14/21 Day LOS Basis	38	99	137	10,805	\$ 2,971,375	\$ 3,511,625

Analysis of St. Mary's Potential Cost Contributions

We then compared the Bi-Counties solutions costs to St. Mary's and St. Mary's costs for building stand-alone solutions. **St. Mary's "share" is calculated to be 38.8% based on its statistical animal contribution to a Bi-Counties shelter vs. 100% of stand-alone solutions.**

Based on projected construction costs *per the more refined Programming section of the report* - If St. Mary's County agrees to contribute to construction of a Bi-Counties Shelter on a 38.8% basis its share would be:

Standard Shelter	\$1,839,188	to	\$2,173,586
No/Low Kill Shelter	\$2,834,806	to	\$3,350,225

Versus St. Mary's Stand-Alone

Standard Shelter	\$2,036,375	to	\$2,406,625
No/Low Kill Shelter	\$3,196,050	to	\$3,777,150

The cost "*premium*" to St. Mary's County to build a stand-alone shelter versus sharing in the cost of Bi-Counties would be as follows:

Standard Shelter	\$ 197,187	to	\$ 233,039
No/Low Kill Shelter	\$ 361,244	to	\$ 426,925

If St. Mary's County contributes greater than 38.8% percent of the construction costs these "premium" differences will change – eventually favoring the St. Mary's stand-alone solution.

For instance, should St. Mary's end up contributing 50% to a Bi-Counties solution, the "*premiums*" for building a stand-alone shelter would work out as follows:

Standard Shelter	(\$ 333,713)	to	(\$ 394,388)
No/Low Kill Shelter	(\$ 457,050)	to	(\$ 540,150)

It is clearly advantageous to consider building a standalone shelter if negotiations between St. Mary's and Charles County move toward parity of contribution.



Shelter Programming

The next step in our analysis focused on development of specific Building Programs for the two model and four possible configurations outlined under the preceding Initial Shelter Sizing analyses.

The programs are configured to align with the Initial Sizing analyses based on the concept of creating a “Core” shelter – that is spaces necessary to accommodate shelter functions and support the number of animals to be housed. The “Core” shelter is that predicted by Initial Sizing analysis.

Once each Core Shelter scenario is established we include “Additional Spaces” to accommodate desired functions, some of which are outlined in documents cited by the Request for Proposals. These additions may naturally increase the square footage of each scenario.

While corresponding Initial Sizing analyses match up plausibly with the “Core Shelters” in each case, the Building Programs suggest some differences in total square footage from the Initial Sizing predictions. The phenomena and their underlying reasons are discussed in the body of the report.

The “No Kill Shelter Additions” are listed for both the “Standard” and the “No/Kill” models in order to provide options for initial shelter development. We often recommend the Core Shelter approach as a means of establishing the initial shelter with planned additions of animal housing to accommodate population increases. This provides the opportunity to minimize the initial shelter with the understanding additions will be necessary sooner than later. This approach also accommodates the maximum No/Low Kill model with a smaller shelter beginning offering some planning flexibility.

A summary of the Bi-Counties scenarios follows:

“Standard” Model

Core Shelter	17,237 SF
No Kill Shelter Additions	3,950 SF
Animal Control	<u>800 SF</u>
Total	21,987 SF

“No/Low Kill” Model

Core Shelter	22,618 SF
No Kill Shelter Additions	3,950 SF
Animal Control	<u>800 SF</u>
Total	27,368 SF

A summary of the St. Mary’s Stand-Alone scenarios follows:

“Standard” Model

Core Shelter	7,405 SF
Animal Control Space	1,236 SF
Sheriff's K9 Unit	1,127 SF
No Kill Shelter Additions	<u>1,700 SF</u>
Total	11,468 SF

“No/Low Kill” Model

Core Shelter	9,922 SF
Animal Control Space	1,236 SF
Sheriff's K9 Unit	1,127 SF
No Kill Shelter Additions	<u>1,700 SF</u>
Total	13,985 SF

Clearly St. Mary’s County can elect to include Animal Control and K9 Unit space, or not.

We point out that a smallest shelter scenario can be considered for both Bi-Counties at 17,237 square feet and for St. Mary’s alone, 7,405 square feet. These represent the “Standard” shelter with a 10 Day LOS basis in 10 years without additional support spaces, all of which can be planned for future inclusion.

Whatever scenario St. Mary’s County decides to adopt the range of costs outlined in the Initial Sizing analyses can be applied to project probable construction cost.



Business and Operations Plans

There are basically four concepts St. Mary’s County should consider relative to shelter ownership, construction and operation. Each includes pros and cons that can only be adequately weighed by St. Mary’s County.

These can all be applied to both a Bi-Counties shelter solution as well as a St. Mary’s stand alone. The Bi-Counties solution, however, is obviously complicated by the need to achieve consensus within and between both jurisdictions. This is also an issue for any public/private partnership.

Conceptually the approaches are as follows:

1. Publicly Owned/Built and Publicly Operated
2. Publicly Owned/Built and Publicly/Private Operated
3. Publicly Owned/Built and Privately Operated
4. Privately Owned/Built and Privately Operated

The body of the study explores various issues related to these four conceptual models from both construction and operational perspectives.

If a TNR program is pursued we note:

The animal shelter is central to adoption of any TNR program in the community. Because government is bound by the Health Department's annual rabies inoculation requirement the Public/Public shelter model described in item #1 above cannot support a TNR program.

Operating Budget Analysis

Our budget analysis also includes "Standard" shelter operation (similar to TCAS) vs. "No/Low Kill along with budget development as (1) a nonprofit (NPO) operated shelter to (2) a government operated shelter.

For budget modeling the *government/private NPO approach* (#2 above) is problematic when considering shelter operation without knowing how the parties wish to divide responsibilities. As a result we did not develop budgeting for this scenario. Suffice it to say whatever government/private operation emerges via negotiations would be budgeted as a hybrid of the models we explored.

Budgets revealed the following from an operations perspective:

- NPO operation for the No/Low Kill scenario is the best choice for that scenario as NPO's can raise significant revenues from donations etc. that government is unlikely to match.
- Assuming funding of operations is calculated by population (per capita) St. Mary's will likely need to bring fewer dollars to the "Standard" stand alone shelter than it would to the same Bi-Counties operation. Although this may be equal if Bi-Counties adoptions can increase.
- Government can probably limit its contribution to operations most effectively when NPO's operate the shelter.

Without study body qualifications, budget scenarios follow:

St. Mary's County Shelter Study

Operations Budgets Modeling

Ordinary Income/Expense	Bi Counties Shelter				St. Mary's County Stand Alone Shelter			
	Standard Shelter		No/Low Kill Shelter		Standard Shelter		No/Low Kill Shelter	
	NPO-6500	Govt-6500	NPO-6500	Govt-6500	NPO-2500	Govt-2500	NPO-2500	Govt-2500
Income								
Membership Dues	15,600		39,000		12,000		30,000	
Annual Appeal	52,000		130,000		40,000		100,000	
Memorial/Honorarium	36,400		91,000		28,000		70,000	
Adoption Fees	70,200	70,200	156,000	156,000	54,000	54,000	120,000	120,000
Government Funding	1,437,000	1,437,000	1,437,000	1,437,000	598,000	598,000	598,000	598,000
Grants	32,500	32,500	65,000	32,500	25,000	25,000	50,000	25,000
Special Events	52,000		130,000		40,000		100,000	
Thrift Shop	39,000		97,500		30,000		75,000	
Grooming	1,560		3,900		1,200		3,000	
Spay/Neuter	23,400		58,500		18,000		45,000	
Wellness Clinics	5,200		13,000		4,000		10,000	
Pet Supplies	31,200		78,000		24,000		60,000	
Interest/Dividend	520		1,300		400		1,000	
Miscellaneous	1,560		3,900		1,200		3,000	
Total Income	1,798,140	1,539,700	2,304,100	1,625,500	875,800	677,000	1,265,000	743,000
Expenses								
Office Supplies/Postage	50,000	5,000	50,000	5,000	30,000	5,000	30,000	5,000
Printing & Advertising	25,760		38,640		10,000		15,000	
Animal Supplies	193,200	193,200	322,000	322,000	75,000	75,000	125,000	125,000
Insurance	40,000	40,000	40,000	40,000	20,000	20,000	20,000	20,000
Salaries and Wages	1,194,038	916,598	1,431,960	1,246,960	664,054	389,094	768,946	718,946
Employee Benefits	47,762	265,813	57,278	361,618	26,562	112,837	30,758	208,494
Employee Medical Expenses	7,728		7,728		3,000		3,000	
Repairs and Maintenance	43,093	43,093	66,420	66,420	18,513	18,513	29,055	29,055
Conference/Seminar	12,880		25,760		5,000		10,000	
Gas Auto	25,760	12,880	25,760	12,880	10,000	5,000	10,000	5,000
Utilities	74,157	74,157	114,300	114,300	31,858	31,858	50,000	50,000
Telephone	10,000	10,000	10,000	10,000	5,000	5,000	5,000	5,000
Professional Fees	10,000		15,000		6,000		10,000	
Outside Vets	25,760	25,760	25,760	25,760	10,000	10,000	10,000	10,000
Taxes FICA Employer	91,344		109,545		50,800		58,824	
Taxes Licenses	3,864		5,152		1,500		2,000	
Service Charge & Fees	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Credit Card Expense	12,880	5,152	12,880	5,152	5,000	2,000	5,000	2,000
Dues and Subscriptions	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Fundraising/Special Events	20,800		52,000		16,000		40,000	
Pet Supplies	5,200		13,000		4,000		10,000	
Thrift Store	13,000		32,500		10,000		25,000	
Volunteers	2,576		2,576		1,000		1,000	
Training Supplies	6,440		7,728		2,500		3,000	
Miscellaneous	2,576	2,576	2,576	2,576	1,000	1,000	1,000	1,000
Grooming	521		1,303		401		1,000	
Total Expense	1,921,338	1,596,229	2,471,867	2,214,667	1,009,187	677,301	1,265,584	1,181,495
Net Ordinary Income Subtotal	-123,198	-56,529	-167,767	-589,167	-133,387	-301	-584	-438,495
Equivalent Scenarios	A	B	C	D	A	B	C	D

Vet and Vet Tech included in staffing numbers in all categories

Note: Standard models use "Core Shelter" basis = minimum budget

No/Low Kill use "Core Shelter" + Added Functions = maximum Budget



Green Shaded column = budget scenarios basis

Operations Notes:

All budget scenarios include a shelter veterinarian and a vet tech. (or two). Our reasoning for this is based on experience and a growing trend in the industry to include veterinary medicine in the shelter. Experience shows this can reduce veterinary costs while providing standard and emergency care for sheltered animals. Spay/Neuter can also become more prevalent and thus effective with in-house capabilities. Medical protocols are better developed and administered.

Budgets for government operations assume the shelter will be open to the public five days per week. NPO operations assume the shelter will be open to the public seven days per week.

All budget scenarios for NPO operated shelters assume the NPO will act with the intent to operate as a No/Low Kill shelter whether “declared” or not as this is their natural inclination. They will be responsible in all scenarios to raise sufficient funds beyond basic government sheltering income in order to support the level of service they wish to provide.

Animal Control budgets are not included in any of the budget scenarios. Animal Control will continue to operate in both counties. Their inclusion in the shelter is considered an addition to the shelter operation and would increase both construction and operational costs. Their omission enables better comparison of the actual shelter operational scenarios.

Budgets for NPO operations include salaried positions such as Executive Director, Development/Marketing Coordinator and Director of Operations etc. These positions relate to the NPO’s need to raise funds through donations from the public. We include descriptions of these positions in the appendices.

All NPO operations assume the full range of industry wide sheltering services including:

1. Sheltering
2. Animal Medical Care
3. Spay/Neuter of sheltered animals and for the public
4. TNR program coordination
5. No/Low Kill “blueprint” programs for intake reduction and elevation of live release rates
6. Public education regarding animal welfare, care etc.
7. Training education & courses
8. Volunteer training and involvement in animal care & enrichment
9. Fundraising
10. Coordination with and support of Animal Control

Government operations assume a less robust range of sheltering services:

1. Sheltering
2. Animal Medical Care
3. Spay/Neuter for sheltered animals
4. Adoption efforts to improve live release rates
5. Coordination with and support of Animal Control

Engaging an NPO

We suggest that the community nature of animal welfare and sheltering makes it most effective when centered in the community the shelter serves. If St. Mary's County decides to pursue a County based shelter and wishes to engage an NPO to either partially or fully operate the shelter the more obvious choice of NPO's is SMAWL.

We include in our appendices sample agreements between two different Virginia SPCA's and the local governments for whom they provide sheltering services. Virginia has enacted very specific regulations for "public shelters" that are central to the agreements providing a sound basis for scope of services and standards. These may be used by St. Mary's County as a starting point for discussions with SMAWL or other interested humane groups that are qualified to provide sheltering services.



Shelter Site Selection

No sites were suggested or recommended for a new Bi-Counties Shelter. Three Sites were identified for a St. Mary's Stand alone shelter.

Potential St. Mary's shelter locations are indicated on the following map of the County.

Site A – SMAWL owned property

*+/- 6 acres
Private utilities*

Site B – Three Notch Park

*County owned - Large Acreage
Private utilities*

Site C – F D Roosevelt Blvd

*County Owned
Large Acreage
Public utilities*

*All sites are relatively close to
population centers, which is important.*

*Each site must be fully vetted for
suitability as a potential location for
the animal shelter.*



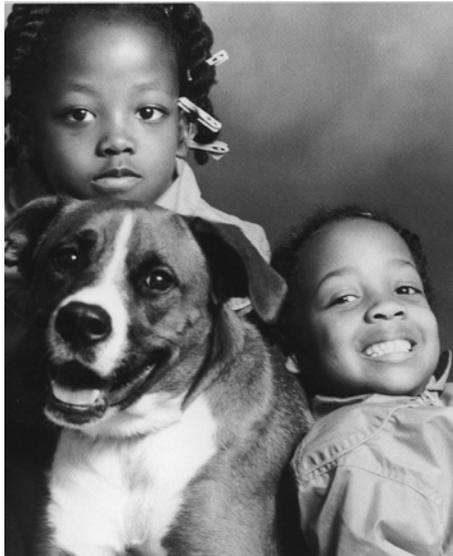


Observations and Implications

Based on the content of this Needs Assessment Study we believe there are several paths and levels of decisions that should be addressed in order to determine St. Mary's County's most prudent direction. We have attempted to provide an objective assessment of the various models presented and understand that only St. Mary's County (the County) can adequately weigh the advantages and disadvantages of the various models.

There are multiple levels of decision making that need to occur:

1. Does the County wish to develop a shelter in conjunction with Charles County?
 - a. Is locating a Bi-Counties shelter near the St. Mary's/Charles County line in the best interests of:
 - i. Animal Control
 - ii. St. Mary's Citizens
 - b. Does the County wish to operate a joint shelter as "Standard" or "No/Low Kill" & does that match Charles County's intent?
 - c. Can the County negotiate a balanced approach to construction that will either save the County money or at least break even as compared to building its own shelter?
 - d. Can the County negotiate a balanced approach to ongoing contribution to shelter operational costs?
 - e. Does the County wish to continue the operation of a Bi-Counties shelter under current conditions, **or**;
 - f. Does the County wish to have a voice in operations? **If so**;
 - g. Can the County negotiate a balanced approach to joint oversight?
2. Does the County wish to develop its own standalone shelter?
 - a. Is locating a new shelter in St. Mary's County beneficial to:
 - i. Animal Control
 - ii. St. Mary's Citizens
 - b. Does the County wish to operate the shelter as "Standard" or "No/Low Kill"?
 - c. Who does the County believe is best suited to operate the shelter?
 - i. If Standard
 - ii. If No/Low Kill
 - d. Should the County build the shelter or should it contribute to an NPO building a "private" shelter?
 - e. Should Animal Control and the Sheriff's K9 Unit be housed in the shelter?



Our Assessment

We believe the content of our analysis suggests the following if the County determines to pursue #1 above:

1. A Bi-Counties Shelter should be operated as a “Standard” shelter.
2. Shelter operation should be governed by the County and St. Charles jointly.

We believe the content of our analysis suggests the following if the County determines to pursue #2 above:

1. A county shelter should be built by St. Mary’s County with public funds.
2. A county shelter should include Animal Control and the Sheriff’s K9 Unit.
3. The shelter should be operated with a No/Low Kill paradigm.
4. Shelter operation should be relegated to an NPO via contract.

Overall we believe pursuing a No/Low Kill approach offers the potential of solving the companion animal welfare “problem” that led St. Mary’s County to seek guidance in addressing the issue.

Needs Assessment Study follows:



Needs Assessment Study

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“The study shall explore the current TCAS operations, funding, and staffing which may present governance challenges as it relates to the process of interaction and decision-making among the users. It shall collectively address governing body, funding, appropriations, expenditures, administration, procurement, ownership, contract administration, personnel rules, creation, reinforcement, and all other requirements that may be identified by the study”. RFA#1715



Tri Counties Shelter (TCAS) Analysis

Background

In 1961 Calvert, Charles & St. Mary's Counties built the current shelter on behalf of all three counties to accommodate the stray animal population then occurring. An addition was constructed in approximately 1992-93 which added an additional bank of kennels to the original shelter.

The world of animal sheltering in 1961 was considerably different than it is in 2017. Shelters were conceived as warehouses for stray animals. Cities and Counties across the nation addressed the issue mostly from a public safety point of view. While members of the public were able to visit the local shelter and adopt a pet, shelters were often hard to find and unappealing. They were designed as utilitarian buildings with sufficient space to house strays and provide minimal space for administration and often the animal control officers responsible for picking up strays and delivering them to the shelter. Shelters were dark, odiferous, wet environments with minimal (or no) air conditioning and no sound control. There was very little space included to assist potential adopters in selecting a new pet. Most shelters held pets for as long as space was available and routinely euthanized unclaimed or unadopted strays. In 1997, for instance the American Humane Association estimated that there were approximately 3,500 shelters in the country. HSUS estimated there were between 6 and 8 million pets cared for annually with up to 60% losing their lives in the shelters.

Driven by increasing public awareness and concern for the welfare of companion animals shelter design and operation has been evolving rapidly over the past 15 years. Shelter directors, staff, veterinarians, volunteers, architects and planners have contributed to the advancement of programs and building design to better support sheltered animals in a healthier environment both physically and mentally. The positive impact of the No Kill movement on reduced intake and increasing live release rates is undeniable ▪ The Association of Shelter Veterinarians' *Guidelines for Standards of Care in Animal Shelters* has provided go to standards that are flexible and adaptable to any and every shelter ▪ The growing Boarding and Grooming industry is contributing with innovative play groups and group supportive environments ▪ Communal Showcasing, once reserved for cats, is becoming a dynamic means of presenting dogs in a way that clearly displays their social skills to potential adopters all the while contributing to improved mental and physical health.

St. Mary's County has charged our team with the task of analyzing the existing TCAS shelter and its operation with the notion of renovating and potentially adding to it in order to accommodate the sheltering paradigm described above. The following represents our analysis and recommendation regarding TCAS's potential reuse as the shelter serving both Charles & St. Mary's Counties.

Assuming the data obtained from the MDA reports is accurate this portion of the report identifies some important basic statistics:

1. The average number of dogs and cats over the three years analyzed is 7,655 per year.
2. The average number of "other" large & small animals is relatively small at 360. In 2016 these represented 5.87%. We have used 6% as the basis for predicting "others" in our analyses.
3. Breakdown of dogs & cats into categories of RTO, adopted, transferred to other facilities or remaining in the shelter at the end of the year provide the basis for determining the shelter's "Save Rate".
4. Existing LOS for both species is calculated. We also show a comparison to "optimum average LOS" listed at 14 days for dogs and 21 days for cats. These time frames are supportive of a No/Low Kill paradigm.

Existing Conditions - Statistics

Shelters report to the Maryland Department of Agriculture on an annual basis how many animals have been served, by species; how many were returned to their owners (RTO); transferred to other shelters; adopted and finally, euthanized. We gathered the TCAS data averaged over the three year period between 2014 and 2016. The following report on existing conditions illustrates the results:

Maryland Department of Agriculture TCAS Reports Existing Conditions Report



Population	Population	Households
Population projection 2017*	365,272	125,011
Population projection 2027*	403,491	138,076
Population projection 2037*	446,216	152,681

*Population increases projected per US Census estimate basis:

Responses to Statistical Questionnaire

1. Organization
2. Are your answers from 1 year or 3 years averaged?
3. How many animals per year does your shelter serve ?
4. How many total kennel runs and/or "spots" do you have?
5. How many total feline cages and/or "spots" do you have?
6. How many canines did you serve?
7. How many felines did you serve?
8. How many "other" small animals did you serve?
9. How many "other" large animals did you serve?
10. How many canines were "returned to owners" (RTO)?
11. How many felines were "returned to owners" (RTO)?
12. How many canines were adopted?
13. How many felines were adopted?
14. How many canines were transferred to other facilities?
15. How many felines were transferred to other facilities?
16. How many canines were you forced to euthanize?
17. How many felines were you forced to euthanize?
18. How many canines remained in the shelter at the end of the year?
19. How many felines remained in the shelter at the end of the year?
20. How many canines died in the shelter or were lost?
21. How many felines died in the shelter?
22. How many days do you consider to be the optimum length of stay for canines?
23. How many days do you consider to be the optimum length of stay for felines?

Tri County Animal Shelter

AVG's 3 Years	
	3
	7,655
	71
	80
41.3%	3,162
58.7%	4,493
4.0%	310
0.7%	50
24.5%	775
1.7%	77
12.1%	384
9.0%	406
38.7%	1,225
34.1%	1,531
16.0%	505
52.1%	2,339
1.3%	42
1.2%	54
0.2%	5
1.0%	33
	14
	21
Existing canine LOS	8.2 Days
Existing feline LOS	6.5 Days

Several calculations in this portion of the report are worthy of consideration:

1. Percentage of Relinquished Animals by Population is at 2.1%. While this varies from community to community it is below the national average of 3-4% but not uncommon for more populous communities.
2. The percentage of Canines at 41.3% vs. Felines at 58.7% represents a species split we are beginning to see emerge on a regular basis. More attention is being paid to stray cats than in the past. The averages experienced 7 to 10 years ago were 55% dogs and 45% cats.
3. The Calculated Save Rate for dogs is 76.7% and for cats is 46%. These percentages are reasonably within the "Experience Averages" for standard shelter operations. As a comparison, a No/Low Kill approach can be expected to generate Save Rates above 90%.

Comparison of Your Shelter's experience to National Averages		Your Shelter %'s	Experience Averages*	Calculated Save Rate
Percentage of Relinquished Animals by population		2.10%	3-4%	
Percentage of Relinquished Animals by Households		2.10%	Pop/HH	
Canines		41.3%	55%	
Felines		58.7%	45%	
Canines RTO		24.5%	20-30%	76.7%
Canines Adopted		12.1%	40-60%	
Canines Transferred		38.7%		
Canines Remaining in Shelter		1.3%		
Canines that Died Naturally or were Lost		0.2%		
Canines Euthanized		16.0%	10-40%	
Felines RTO		1.7%	10-20%	46.0%
Felines Adopted		9.0%	10-40%	
Felines Transferred		34.1%		
Felines Remaining in Shelter		1.2%		
Felines that Died Naturally		1.0%		
Felines Euthanized		52.1%	40-80%	

Individual shelter statistics are included as submitted on our shelterplanners.com website questionnaire

Census calculations are developed based upon an approximation of your service area in the city, county or region listed on our questionnaire

* "Experience Averages" are taken from a variety of sources including statistics from operating shelters we have designed as well as from various state reporting websites for animal shelters and animal control facilities

This exercise is important for several reasons: (1) It illustrates the average intake of the shelter over the three year period and relates it to the human population; (2) It allows us to calculate the "Save Rate" or "Live Release Rate". In this case 76.7% of dogs were "saved" and 46% of cats were "saved"; (3) It calculates the shelter's "capacity" to house both dogs and cats based upon the number of "spots" (kennels and cages) in the facility. This provides us with a calculated *Average Length of Stay* (LOS). TCAS's "Existing canine LOS" is 8.2 days and its "Existing feline LOS" is 6.5 days.

The calculation of LOS is based on the number of available "spots" to house animals multiplied by days per year. So 10 kennels x 365 days = 3,650 available Animal Care Days. When this figure is divided by the number of animals housed in the year the result is the *Average Available Length of Stay*. Some animals may stay in the shelter one or two days while others can remain for 20, 30 or more days. Experience with shelter planning demonstrates that the minimum average of 10 days Average LOS gives each animal sufficient exposure to the public that the rate of adoption can begin to increase. This basis is the standard against which TCAS's experience can be measured.

Our next chart uses our analysis "calculator" and format to calculate TCAS's capacity. This format will become familiar as all our initial sizing calculations throughout the study utilize this methodology.

This analysis calculates *the Average Length of Stay* for both Dogs and Cats based upon:

1. Number of "Spots" – 71 for dogs and 80 for cats
2. Available Animal Care Days - # of "Spots" x 365 days
3. Division of Animal Care Days by number of animals housed

The resulting Available LOS for each species should be at least 10 days for a "standard" sheltering approach.

St. Mary's County is interested in determining the effect a "No/Low Kill" sheltering approach would have on shelter sizing. The minimums for that paradigm are an average LOS for dogs of 14 days and for cats 21 days.

Our study will later analyze the impact of both the "standard" 10 day average LOS as well as the "No/Low Kill" approach to determine the resulting shelter size for each scenario.

The importance of this analysis in considering renovation and addition to the existing TCAS building is that more space for animal housing may need to be developed if reuse of the TCAS shelter is determined to be in the interests of both Counties.

Analysis of Animals and Space
Attributable to St. Mary's
Charles and Calvert Counties

Tri Counties Shelter - 2014 through 2016

Existing Conditions

Year	Population Census Est.	Animals 2.10%	Canines 41%	Felines 59%
2017	365,272	7,655	3,162	4,493
2027	403,491	8,456	3,492	4,963
2037	446,216	9,351	3,862	5,489

**Anticipated Shelter
Statistics**

	Spaces Available	Canines 47%	Felines 53%
Programmed Spaces	151	71	80
Days/Year		365	365
Available Animal Care Days (Shelter Capacity)		25,915	29,200

**Length of Stay Calculations
Based on 2014-2016 Census Data**

	3,162	4,493
Available Length of Stay (LOS)	8	6

In late 2014, with a report submitted in January of 2015, TCAS contracted a shelter assessment team.

In their Executive Summary, the report's author, Humane Society Management Services, LLC provides the following observations relative to the shelter's operating funding:

"It has stable, if less than desirable, funding from its contributing municipalities . . ."

"It has the financial support, although in a limited fashion, of the Tri-County Animal Shelter Advisory Committee which administers the donation fund for the facility."

"While there are clear resources issues and shortages they are for the most part, and to a surprising level, managing to provide a level of service which ensures the general care and well-being of the animals in the shelter's care. However, there is a significant structural staffing shortage, due to a lack of dedicated funding . . ."

Existing Conditions – Funding

TCAS is funded by the three participating Counties. We were afforded access to three years of data relative to the operating budgets and actual expenses of TCAS for years 2014 through 2016 with data for the full budget and partial year expenses for 2017. The following summary and analysis of the information records the operating budget, its relationship to actual expenses and its impact on the three Counties on a per capita basis.

General Category	*Budgets			
	2014	2015	2016	2017
Personal Services	\$ 467,700	\$ 458,800	\$ 473,800	\$ 576,300
Fringe Benefits	\$ 135,800	\$ 151,900	\$ 144,900	\$ 181,400
Supplies	\$ 37,500	\$ 37,500	\$ 34,500	\$ 37,700
Other Services & Charges	\$ 161,000	\$ 160,800	\$ 165,100	\$ 162,300
Totals	\$ 802,000	\$ 809,000	\$ 818,300	\$ 957,700
		+0.87%	+1.14%	+17%

General Category	*Actual Expenditures			
	2014	2015	2016	2017
Personal Services	\$ 416,397	\$ 439,845	\$ 442,778	TBD
Fringe Benefits	\$ 122,495	\$ 122,719	\$ 129,254	TBD
Supplies	\$ 28,792	\$ 28,933	\$ 28,739	TBD
Other Services & Charges	\$ 130,671	\$ 116,607	\$ 120,420	TBD
Totals	\$ 698,355	\$ 708,104	\$ 721,191	\$ -
		+1.4%	+1.85%	

Costs as percentage of Budget	87.08%	87.53%	88.13%
--------------------------------------	--------	--------	--------

Sheltering Cost Per Capita Based on 2015 County Populations	2014	2015	2016		
Calvert	90,595	25.3%	\$ 1.95	\$ 1.98	\$ 2.01
Charles	156,116	43.6%	\$ 1.95	\$ 1.98	\$ 2.01
St. Mary's	111,413	31.1%	\$ 1.95	\$ 1.98	\$ 2.01
	<u>358,124</u>				

* Budgets and Actual Expenses from Charles County Accounting of Shelter operations

The reports from 15 counties in North Carolina appear to confirm, from a different perspective, the staffing and resources concerns observed by Humane Society Management Services, LLC in their analysis of TCAS operations.

Interviews with many of the stakeholders we met during our week-long visit to St. Mary's County reinforced the general awareness that TCAS is underfunded.

Sheltering costs differ from community to community based on many factors and we can see that illustrated in the fairly wide ranging per capita costs in this chart.

We will see the average public sheltering cost per capita of +/- \$5.00 reinforced when we examine arrangements and agreements for sheltering services provided by contract in other jurisdictions.

Comparable levels of "Sheltering Cost Per Capita" can be obtained from statistics where mandatory reporting of total shelter costs are required. North Carolina is one such state and the following is a selection from 15 counties based on reporting year 2016.

Selected North Carolina
Animal Shelters

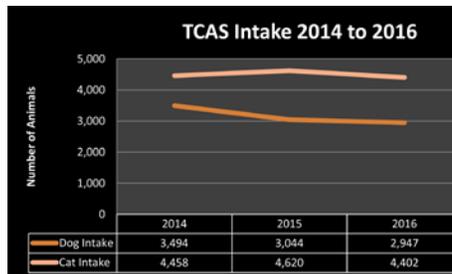
*North Carolina County	Population	2016 Intake	Total Reported Cost	Cost per Capita
Brunswick Sheriff's Animal Protective Services	126,953	4,644	\$ 1,151,141	\$ 9.07
Burlington Animal Shelter (Alamance County)	159,688	5,139	\$ 1,071,102	\$ 6.71
Buncombe Co. Animal Control/Asheville Humane	256,088	5,370	\$ 2,442,605	\$ 9.54
Catawba County Animal Control	156,459	4,873	\$ 572,194	\$ 3.66
Cleveland County Animal Control	97,144	4,213	\$ 934,294	\$ 9.62
Cumberland County Animal Control	327,127	10,921	\$ 2,244,436	\$ 6.86
Davidson County Animal Shelter	164,926	5,765	\$ 517,369	\$ 3.14
Durham County Animal Shelter	306,212	5,021	\$ 933,320	\$ 3.05
Forsyth County Dept. of Animal Control	371,511	6,512	\$ 2,104,287	\$ 5.66
Guilford County Animal Shelter	521,330	10,575	\$ 2,550,099	\$ 4.89
Iredell County Animal Control	172,916	4,932	\$ 936,835	\$ 5.42
Johnston County Animal Services	191,450	4,901	\$ 690,843	\$ 3.61
Rowan County Animal Shelter	139,142	4,758	\$ 715,911	\$ 5.15
Union County Animal Shelter	226,606	4,276	\$ 1,372,312	\$ 6.06
Wake County Animal Care Control	1,046,791	10,368	\$ 3,003,535	\$ 2.87
Average sheltering cost per capita				\$ 5.69
*Data from the NC Department of Agriculture and Consumer Services 2016 Public Animal Shelter Report				
Population Data from US Census Quickfacts				
Populations +/- equivalent to TCAS Counties 				

Another approach to measuring sheltering cost is on a per animal basis. We will see again there are considerable differences from one shelter or jurisdiction to another. We need to keep in mind there is no detail regarding the factors contributing to the cost per animal. Some shelters for instance are able to obtain low cost veterinary care while others support a staff veterinarian with assistants. Some shelters are dedicated to a No/Low Kill mission, which can contribute to higher costs per animal as they are likely cared for longer. It is never the less instructive to review cost per animal.

This report illustrates a range in cost per animal between a low of \$90 and a high of \$455. This range speaks to the varying, however undefined factors that contribute to it.

The TCAS Cost per Animal chart following the North Carolina shelters places TCAS with Davidson County, NC, singularly alone in the low end of the range.

We note here that the TCAS increase in the cost per animal is mostly due to the decrease in animals served over the three year period rather than by budget increases. This is illustrated by a graph of intakes 2014 to 2016.



It should be clear that the sense from stakeholders as well as Humane Society Management Services, LLC that the shelter lacks proper funding is not without substance.

Using the same 15 North Carolina counties we offer the following chart to illustrate this approach.

Selected North Carolina
Animal Shelters

TCAS Cost Per Animal

*North Carolina County	2016 Intake	Total Reported Cost	Cost Per Animal
Brunswick Sheriff's Animal Protective Services	4,644	\$ 1,151,141	\$ 247.88
Burlington Animal Shelter (Alamance County)	5,139	\$ 1,071,102	\$ 208.43
Buncombe Co. Animal Cntrol/Asheville Humane	5,370	\$ 2,442,605	\$ 454.86
Catawba County Animal Control	4,873	\$ 572,194	\$ 117.42
Cleveland County Animal Control	4,213	\$ 934,294	\$ 221.76
Cumberland County Animal Control	10,921	\$ 2,244,436	\$ 205.52
Davidson County Animal Shelter	5,765	\$ 517,369	\$ 89.74
Durham County Animal Shelter	5,021	\$ 933,320	\$ 185.88
Forsyth County Dept. of Animal Control	6,512	\$ 2,104,287	\$ 323.14
Guilford County Animal Shelter	10,575	\$ 2,550,099	\$ 241.14
Iredell County Animal Control	4,932	\$ 936,835	\$ 189.95
Johnston County Animal Services	4,901	\$ 690,843	\$ 140.96
Rowan County Animal Shelter	4,758	\$ 715,911	\$ 150.46
Union County Animal Shelter	4,276	\$ 1,372,312	\$ 320.93
Wake County Animal Care Control	10,368	\$ 3,003,535	\$ 289.69

Average sheltering cost per Animal \$ 225.85

*Data from the NC Department of Agriculture and Consumer Services 2016 Public Animal Shelter Report

Population Data from US Census Quickfacts

Populations +/- equivalent to TCAS Counties



Humane Society Management Services, LLC in their analysis of TCAS operations cite a lack of sufficient staffing as one of the TCAS shelter's most pressing problems.

After going through industry accepted calculations regarding basic animal care they are able to empirically demonstrate their determination and provide a summary:

“it is clear that under normal operations Tri-County staff working at the very upper limits of their reasonable capability, and are often either working beyond that capacity through uncompensated time or are not meeting the required needs of the animals based on industry standards.”

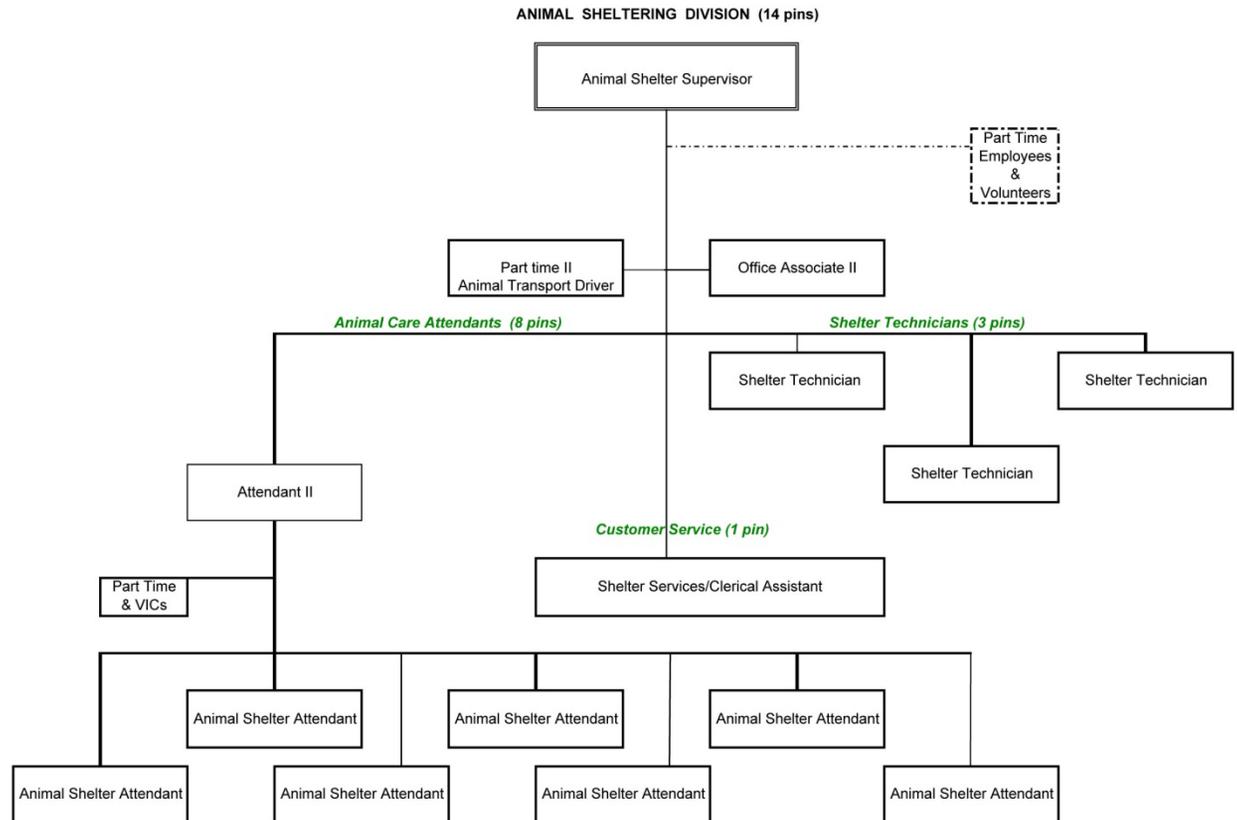
Their analysis also focuses on the effects of understaffing on volunteer organization and management:

“Volunteer service provides the potential for a significant volume of the service hours at Tri-County, however, the limited staff resources inhibits building on this”.

Nearly all of the stakeholders we interviewed, who claimed positive knowledge of TCAS operations, agree with the findings of the Humane Society Management Services, LLC's 2015 report.

Existing Conditions – Staffing

The following organizational chart identifies current staffing at the TCAS shelter.



According to Shelter Supervisor, Kim Stephens the shelter currently has 14 full time employees and an average of 6 part time positions. The shelter also participates in the “volunteers in community service” through the courts system. These participants work at the shelter assisting attendants with cleaning. Ms. Stephens cites approximately 60 volunteers per month that assist with dog walking/enrichment. Finally a rescue organization visits the shelter on Saturdays that concentrates on finding homes for “bully breeds”.

We defer to the analysis accomplished and reported by the Humane Society Management Services, LLC regarding assessment of shelter staffing. Suffice it to say, TCAS is understaffed.

The TCAS shelter is 56 years old with one wing, sheltering both dogs and cats, approximately 25 years old - built much like the original building.

The shelter is generally clean and reasonably maintained.

Primary Enclosures are outdated and will need to be replaced.

The Kennel sanitary drainage system is a series of out-of-kennel trench drains. These pose a tripping hazard for staff and the public and they constitute open sewers that can contribute to water borne disease transfer.

Flooring in the kennels is only sealed concrete not meeting ASV Guidelines for a “non-porous” surface.



Existing Conditions – Building Conditions

Our tour of the existing TCAS building enabled us to take stock of its condition as reflected against critical issues outlined by the Association of Shelter Veterinarians in their *Guidelines of Standards of Care in Animal Shelters*. The Guidelines cite 5 areas of concern relative to the shelter building’s physical conditions – refer to comments in the left of page panels addressing some of these issues.

1. Primary Enclosures

ASV Guidelines recommend primary enclosures must be safe – no sharp edges etc; provide positive separation from other animals; enable animals to remain dry & clean; be latch able; enable cleaning without the animal’s presence; provide sufficient space for normal animal movement & behavior; provide ability for animals to both see out of the enclosure and also avoid visual contact. Primary Enclosures must be constructed so as to maintain sanitary conditions.

2. Surfaces and Drainage

ASV Guidelines recommend “non-porous surfaces that can be easily disinfected and are durable enough to withstand repeated cleaning” in all animal areas. “Scratched or chipped floors that cannot be properly sanitized should be repaired or replaced” and “points where walls meet floors should also be sealed.” “Floors should be gently sloped to enable waste and water to run off into drains. Waste water should not run off into common areas or adjacent kennels. Adequate drainage must be provided.”

3. Heating, Ventilation and Air Quality

ASV Guidelines recommend “ambient temperature should be kept above 60°F and below 80°F and relative humidity should range from 30 to 70%.” The Guidelines further recommend monitoring of individuals due to age differences etc. with the goal of creating an environment that supports each individual maintaining normal body temperature. Guidelines also cite the need for adequate ventilation of “between 10 and 20 air exchanges per hour”. Air sanitation is also addressed citing the need to “reduce sources of airborne particles and gaseous contaminants such as ammonia, carbon monoxide and hydrogen sulfide.”

4. Light

ASV Guidelines recommend “facilities should be designed to offer as much natural light as possible.” When artificial light is employed it should “closely approximate natural light in both duration and intensity”.

5. Sound

ASV Guidelines recommend “an appropriate acoustic environment is essential for good animal health and welfare. Noise should be minimized in animal areas.” They note that kennel noise due to barking can reach 100db, which is deafening

Kennel enclosure walls are painted Concrete Masonry Units. While walls generally appear to be covered they may not qualify as non-porous.



Cats are generally sheltered in stainless steel cages. These generally do not meet ASV Guidelines for space and separation of food & litter.

Staff has developed a cat community room enhanced with resting shelves, climbing structures and scratching posts. This room, however, is directly adjacent to dog kennels which is less than desirable as cats are very uncomfortable hearing dogs bark and sensing their living near them.



for humans and more severe for dogs with more sensitive hearing. Cats are especially negatively affected by barking. The Guidelines note that "music has been used to reduce animal stress in a variety of different settings", however they prescribe caution as little data exists on the subject in animal shelters.

In addition to physical characteristics there are programmatic issues associated with modern layout that are either insufficient or non-existent at the TCAS shelter:

1. The public lobby is the only space in the building where the public can come to both adopt and relinquish animals. This is also the shelter's main administrative area. It is standard in modern shelter design to provide separate Adoption and Relinquishment lobbies for prevention of disease transfer and separation of the two very different human mentalities associated with these functions.
2. Other than the lobby there is virtually no space in the shelter for private consultation between folks adopting or relinquishing and trained shelter staff who can potentially, positively influence outcomes.
3. There is no quiet "acquainting" space for potential adopters to spend time with an animal in order to get a good sense of their potential for compatibility.
4. Several spaces must provide for functions that should be fully separated. ACO drop off and the receiving/triage/treatment area is also used for euthanasia as well as housing of infirmed animals (both dogs and cats).
5. The quite nicely appointed cat community room is accessed through the new kennel wing. Dogs and cats should be fully separated from one another to reduce/eliminate crossing paths or housed adjacent to one another.
6. ACO drop-off is under roof but is arranged in a dead end in and out arrangement. Salliports should be drive through, have sufficient room to unload trucks safely in a fully enclosed environment.

Creating the Right Sheltering Environment

Heating Ventilating and Air Conditioning

HVAC is critical to the ASV's Guidelines' overall intent that shelters provide a healthy, supportive environment that is designed to prevent the spread of disease. The HVAC system's role in

The constricted, multi-purpose lobby requires staff to support too many functions with no separation from one another.



The overall building configuration is roughly a “pinwheel” with the lobby at its center.



Additions may provide the ability to resolve some of the functional issues but bringing 75% of the building (its kennels) up to ASV Guidelines will require significant demolition & costly resurfacing of walls, floors & ceilings, new HVAC systems etc. - with the likely result that kennel sanitary drainage cannot be positively resolved.

preventing transmission of airborne disease is multi-faceted and requires central systems that enable full separation of species, separation and negative pressurization from well to sick, separation of animal housing and treatment areas from administrative areas.

The TCAS shelter is not fitted with systems that can accomplish the standards outlined in item #3 under the building’s physical conditions outlined above. While it is possible to retrofit the building with appropriate HVAC systems doing so would likely be difficult and more expensive than doing so for a new building.

Natural and Artificial Lighting

While the artificial lighting appeared to be adequate in the kennels and work spaces, cool fluorescent lighting does not approximate natural light. Natural light is at a minimum. The ASV Guidelines point to the benefits and need for natural light in the shelter in order to promote the well being of the animals, shelter workers and the public.

Certainly the quality of artificial light can be better managed; however, the configuration of the shelter and its construction would make creating more natural lighting opportunities difficult to nearly impossible.

Sound Control

Shelters are notoriously difficult buildings in which to control sound and sound transmission from very noisy kennels to quieter spaces such as cat housing or administrative areas. New shelters employ a variety of techniques to control sound transmission as well as reverberation via building configuration, wall construction, “sound locks” and sound absorptive ceiling materials.

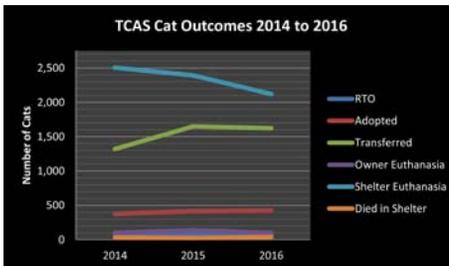
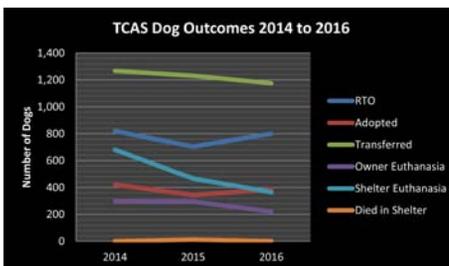
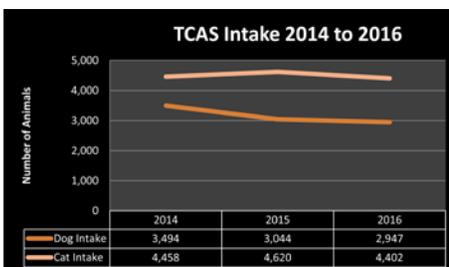
The configuration of the TCAS shelter and the hard surfaces on walls, floors and ceilings inhibit the ability to control sound and reverberation. The low ceilings don’t provide much space to add an effective sound insulatory system. Reconfiguration of the building as a means of sound transmission control is all but impossible.

Building Re-use

As a 56 year old shelter the TCAS building is nearing the end of its utility. Its lack of functional arrangement as described under the “programmatic” issues as well as the myriad physical issues we have outlined would make for very costly renovations to bring it up to the ASV Guidelines standards. Additions are possible and could rectify *some* of the functional issues but renovations would likely prove to be more costly than starting anew and certainly with compromised results.

The TCAS MDA Reports are confined to Dogs and Cats. Based on those reports we developed graphs to show the 3 year decline in intake and also improving outcomes for both dogs and cats as illustrated below.

The total number of Dogs and Cats for 2016 becomes the *basis* for analyzing and comparing statistics for the total number of animals a Bi-County shelter can expect to serve.



Initial Shelter Sizing

Our analysis of the current TCAS facility included the three Counties that have contributed to the shelter's operation. Going forward, should St. Mary's and Charles County determine continuing to contribute to an ongoing Bi-County shelter would be in the interests of both; removing the animals contributed by Calvert County is important in establishing a starting point.

During our interviews with various stakeholders we learned that some double counting was likely integrated into the TCAS reports to the MDA. This is mostly attributable to animals the Humane Society of Charles County (HSCC) has taken to TCAS. We also discovered that St. Mary's Animal Welfare League (SMAWL) performed some sheltering coordinated with rescue groups and that their statistics have not been included in TCAS's reports to the MDA. Finally, HSCC has also recorded intake of animals from citizens of St. Mary's County.

We begin with statistics from the TCAS MDA reports from 2014 to 2016 with focus on the 2016 count.

TCAS MDA Reports 2014 to 2016

	2014	2015	2016	3 Year AVG	
Canines					
Intake	3,494	3,044	2,947	3,162	
RTO	819	705	800	775	
Adopted	421	344	386	384	
Transferred	1,268	1,231	1,175	1,225	
Owner Request Euthanasia	298	296	221	272	
Euthanized	681	467	366	505	
Died	1	13	1	5	
Felines					
Intake	4,458	4,620	4,402	4,493	Average Intake 7,655
RTO	79	72	81	77	
Adopted	377	416	426	406	
Transferred	1,319	1,651	1,624	1,531	
Owner Request Euthanasia	101	139	99	113	
Euthanized	2,506	2,392	2,119	2,339	
Died	33	25	40	33	
Annual Intake Totals Dogs & Cats Only	7,952	7,664	7,349	7,655	
		Other Animals	458	5.87%	
			7,807		

Once all of the statistics are organized for TCAS, HSCC and SMAWL we are able to assess the likely starting point for a Bi-County shelter based on total Dogs and Cats reported in the TCAS 2016 MDA report.

We deducted the 6,380 tallied dogs and cats for Charles and St. Mary's Counties from the 7,349 reported to MDA.

The resulting 969 dogs and cats assumed attributable to Calvert County falls in between the 767 reported by Calvert County and the 1,268 total animals reported by TCAS internal data as attributable to Calvert.

We deduce then that our 6,380 dogs and cats count is likely a reasonable starting point for a Bi-County shelter.

This exercise also provides a starting point for a stand-alone shelter for St. Mary's County at 2,476 dogs and cats per year.

We then analyzed the figures from all of the contributing sources using the 2016 TCAS report to MDA as the basis for a totals comparison with the following results:

St. Mary's County	Dogs	Puppies	Cats	Kittens	Other	Reported By:
SMAWL Intakes	11	1	61	112	0	SMAWL
SMAWL Born In Care	0	8	0	32	0	SMAWL
TCAS Intakes (St Mary's Public)	284	0	425	0		TCAS
TCAS Intakes (St. Mary's ACO's)	522	0	787	0	100	TCAS
HSCC Intakes (St Mary's Public Estimate)	79	11	56	87	19	HSCC (8-9%)
Sub Totals	896	20	1,329	231	119	
All Canines		916				
All Felines				1,560		
Total Canines & Felines - St. Mary's			2,476			
Less SMAWL Count not in TCAS Reports			-225			
Net Reported			2,251			
St. Charles County						
HSCC Intakes	924	124	657	1,029	219	HSCC
TCAS Intakes	510		2,451		458	TCAS
Sub Totals	1,434	124	3,108	1,029	677	
All Canines		1,558				
All Felines				4,137		
Total Canines & Felines - Charles			5,695			
Less Estimated Double Counting HSCC to TCAS			-1,333			Includes Double + Owner Euthanized
Less Estimated Intake from St. Mary's to HSCC			-233			None reported to TCAS or MDA
Net Reported			4,129			
Total Canines & Felines for Both Counties			6,380			
TCAS Reported Intakes						
All Canines		2,947				
All Felines				4,402		
Total Canines & Felines			7,349			Per MDA Report for 2016
By Deduction those attributed to Calvert			969			767 reported from Calvert Animal Control 1,268 total animals attributed to Calvert County in Kim Stephens 2106 Report*
* Analysis of all Dogs & Cats when derived from total animal numbers calculates a total of 1,074 from Calvert County This represents a 9% difference so we can assume our figures for Cats & Dogs for Charles & St. Mary's are reasonable.						

Our standard approach to initial shelter sizing includes consideration of population growth over 10 and 20 years as it affects Length of Stay.

When considering operation as a “standard” shelter using a 10 day LOS basis and assuming Census projections of population growth we will base the initial shelter size on a 10 day LOS at year 10 to account for the projected population growth.

Similarly when considering operation as a “No/Low Kill” shelter using a 14/21 day LOS we again base the initial shelter size on the 10 year projection to account for population growth.

In both cases this strategy yields a shelter that will provide the designated LOS for at least 10 years. In the case of the No/Low Kill paradigm 10 years provides sufficient time for the related programs designed to reduce intake and increase adoptions to take full effect.

Considering the No/Low Kill Model

We will next provide statistical evidence of two unrelated shelters; one a declared “No Kill” shelter and the other a City owned and operated shelter without any such declaration. These suggest a 10 year time frame for program maturity.

Shelter Sizing Methodology

So that the basis for shelter sizing methodology is unambiguous we provide the following Shelter Sizing Terms & Definitions:

- **Animal Housing Unit (“Spot”)** = Kennel, Cage or Open Room, with size based on minimum recommended SF/Animal
- **Animal Care Days (ACD)** = 1 Animal Housing Unit X 365 days per year = 365 ACD/Spot.
This represents actual Animal Shelter Capacity
- **Length of Stay (LOS)** = Total time (days) an animal spends in the shelter
- **Average LOS** = Total Animal Care Days ÷ Total Animals Served

Example: For a shelter serving 2,400 animals/year

100 Spots X 365 = 36,500 ACD

36,500 ÷ 2,400 = 15.2 days Average LOS

Some animals may stay as little as 1-2 days while others may stay for 20 or more. **Experience recommends an *absolute minimum* of 10 days Average LOS can support increased adoptions**, with greater average LOS of 14 + days contributing to further improved outcomes.

The ASV Guidelines point out however: ***Longer LOS requires a higher level of animal care.*** *This provides a natural, empirical range and limit to the planned capacity of a shelter.*

Under normal circumstances we recommend initial shelter sizing using a basis of 10 days for “standard” operating shelters. For shelters intending to operate using a “No/Low Kill” approach we base shelter sizing on 14 days Average LOS for dogs and 21 days Average LOS for cats. The additional 7 days for cats assumes the longer time most shelters experience in achieving cat adoptions.

Our approach can vary depending upon shelter programs and management but both bases outlined above represent reasonable standards for shelter planning.

Considering the No/Low Kill Model

We had the opportunity to develop Needs Assessment Studies for two unrelated shelters that

Critical Shelter Programs*
"The No Kill Blueprint"

Feral Cat Trap/Neuter/Return Program
 Lower cost than "Trap Kill & Dispose" –
 Effectively reduces feral cat population

High-Volume, Low-Cost Spay/Neuter
 Quickly leads to fewer animals entering the
 shelter = longer shelter life

Rescue Groups
 Adoption or transfer frees space, reduces costs
 of feeding, housing, killing & disposal

Foster Care
 Frees space, engages community volunteers,
 reduces costs & increases adoptions

Comprehensive Adoption Programs
 Increased rates of adoption = saved lives =
 longer shelter life

Pet Retention
 Counseling greatly reduces relinquishment rates
 = reduced shelter intake

Medical and Behavior Rehabilitation
 Treatable animals can be saved and adopted =
 saved lives = longer shelter life

**Public Relations/Community
 Involvement**
 Increase public awareness of the mission as a
 "pet rescue" shelter

Volunteers
 The "army of compassion" – fully engages the
 community in the "pet rescue" mission

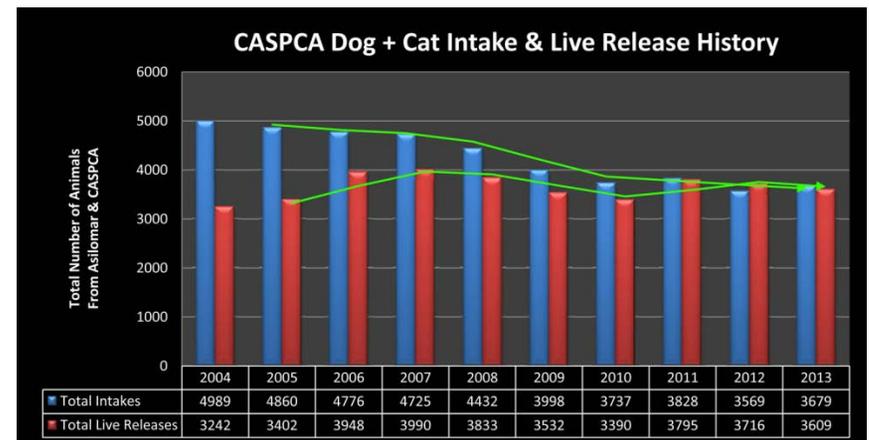
A Compassionate Director
 The most critical element for success =
 Leadership

* From - "Redemption – The Myth of Pet Overpopulation and
 the No Kill Revolution in America" - Nathan J. Winograd

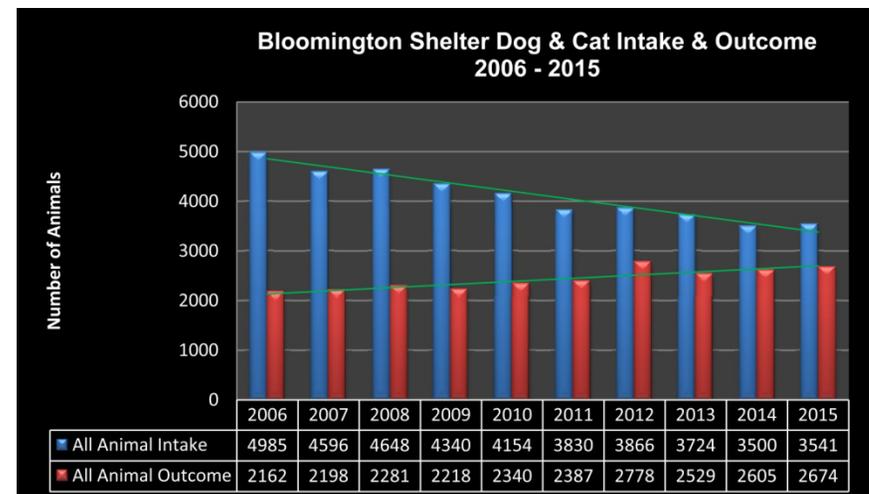
shared a common operating approach – They both dedicated their operations to the application of specific programs designed to decrease shelter intake and increase rates of live release. These very different organizations achieved remarkably similar results through the introduction and consistent application of the programs described in the left margin box.

We illustrate the results for (1) the *declared* "No Kill" SPCA operated shelter in Charlottesville, Virginia - the only shelter for the community. It is "open admission" and began incorporating the programs described in 2005. (2) Bloomington, Indiana's Animal Control Department began their effort to improve conditions via introduction of the very same programs in 2005 as well. They are also open admission & the only shelter in Bloomington and surrounding Monroe County. As a jurisdictionally owned and operated shelter *no formal declaration* of "No Kill" is included in their charter.

Charlottesville, Virginia



Bloomington, Indiana



“The study will investigate the feasibility of establishing a full service Animal Shelter which could potentially be a Bi-County Animal Shelter (with Charles County) or an independent St. Mary’s County Shelter.” RFA #1715

“Two approaches are under consideration. First, continue to operate the facility under the current TCAS program as an open shelter with adherence to the county Animal Control Ordinance(s). Secondly, operate the new full service shelter as a “No/Low Kill” facility . . .” RFA #1715

Shelter Sizing Models

As requested by St. Mary’s County we will size both a Bi-County shelter and a shelter for St. Mary’s alone from the two perspectives outlined above:

1. As a “standard” shelter assuming continuation of current practices
2. As a “No/Low Kill” shelter

The standard model will assume a 10 Day Average LOS

The No/Low Kill model will assume a 14/21 Day Average LOS

Bi-Counties Shelter Sizing

Many of the program elements that produced the exhibited results are already established in St. Mary’s County. What is currently missing is the ability to support the No/Low Kill approach in a centralized, coordinated way. Building a new shelter on either the Bi-County basis or for St. Mary’s County alone could provide the platform for achieving the kinds of results demonstrated in Charlottesville, VA and Bloomington, IN. ▪ *We note that when both of our examples began their programs the “No Kill” movement was just beginning – there was no data available to demonstrate program efficacy. Today there are hundreds of shelters across the nation achieving similar results and the number is growing.*

Bi-County Shelter Sizing – “Standard” Model

Our shelter sizing “calculator” represents an “initial sizing” approach using square footage multiplying factors based on the number of dog and cat spots. This approach indicates an initial size and cost based on a projected range. Building Programming will refine the projections and provide a finalized shelter size; definition of spaces required; and further developed construction cost. Note these multipliers change in later scenarios based on a range of the number of animals.

New Bi-Counties Shelter - 10 Day LOS Basis St. Mary’s & Charles Counties

Year	Population Census Est.	Animals 2.33%	Canines 41%	Felines 59%	Small others	Large others
2017	273,951	6,380	2,616	3,764	300 (Estimated)	85 (Estimated)
2027	308,451	7,183	2,945	4,238		
2037	347,305	8,088	3,316	4,772		

(1) Standard Shelter Initial Sizing

Anticipated Shelter Statistics	Spaces Available	Canines 41%	Felines 59%
Programmed Spaces	202	83	119
Days/Year		365	365
Available Animal Care Days (Shelter Capacity)		30,295	43,435

Rule of Thumb Shelter Sizing		
Animals	SF/Animal	Total SF
83	115	9,545
119	65	7,735
Projected Shelter Size		17,280

Length of Stay Calculations Based on 2014-2016 Census Data

	2,616	3,764
*Available Length of Stay (LOS)	12	12

Construction Cost Calculation		
SF	Cost/SF	Est. Cost
17,280	\$ 275	\$ 4,752,000
17,280	\$ 325	\$ 5,616,000

*10 Days average LOS is the recommended minimum for “Continuing Current Operations”
Starting point is adjusted upward to account for impact of projected population increase in 10 years

PRELIMINARY SHELTER SIZING

Length of Stay (LOS) is the predominant predictor of shelter size.

The Association of Shelter Veterinarians defines LOS as the "period of time an animal is under the shelter's care, from intake to exit."

Average Length of Stay is an effective means of measuring shelter turn-over and directly correlates to the intake numbers and the population of animals in the shelter.

Bi-Counties Shelter Sizing

(2) Standard Shelter 10 Year Analysis

**New Bi-Counties Shelter - 10 Day LOS Basis
St. Mary's & Charles Counties**

Year	Population Census Est.	Animals 2.33%	Canines 41%	Felines 59%	Small others	Large others
2017	273,951	6,380	2,616	3,764	300 (Estimated)	85 (Estimated)
2027	308,451	7,183	2,945	4,238		
2037	347,305	8,088	3,316	4,772		

Anticipated Shelter Statistics

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Length of Stay Calculations Based on 2014-2016 Census Data

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Construction Cost Calculation		
SF	Cost/SF	Est. Cost
17,280	\$ 275	\$ 4,752,000
17,280	\$ 325	\$ 5,616,000

*10 Days average LOS is the recommended minimum for "Continuing Current Operations"

Illustrated by these two analyses in years 2017 and 2027 the impact of population growth projected by US Census causes the need to establish the number of "spots" for both dogs and cats in 2027 in order to meet the minimum 10 Day Average LOS requirement.

Matching the LOS requirement with the projected, increased animal count in 2027 from our initial analysis in 2017, causes the LOS in 2017 to increase to 12 Days Average.

This hedge against projected population growth builds in sufficient space in the shelter to accommodate the natural increase in relinquishment that will occur as more people inhabit the two counties.

Our final analysis for a Bi-County "standard" shelter looks at the impact of population growth in 2037 - 20 years hence. We see that the LOS only diminishes by one day below the 2027 projection

Initial sizing calculations anticipate the minimum, basic shelter necessary to accommodate the number of animals projected, providing adequate "housing" and customary administrative and support functions.

Additional functions including such items as a covered Sallipport and space for education/training for employees/volunteers or for a veterinary and spay neuter clinic may be desired. Some may fit within the initial projected square footage, however some may cause in increase in shelter size.

The impact of these additional spaces on shelter size will be considered in the more refined building programming portion of the study.

Bi-Counties Shelter Sizing

suggesting the shelter will be viable for approximately 20 years. Additions may need to be planned at this point in the shelter's life.

(3) Standard Shelter 20 Year Analysis

New Bi-Counties Shelter - 10 Day LOS Basis St. Mary's & Charles Counties

Year	Population Census Est.	Animals 2.33%	Canines 41%	Felines 59%	Small others	Large others
2017	273,951	6,380	2,616	3,764	300 (Estimated)	85 (Estimated)
2027	308,451	7,183	2,945	4,238		
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Anticipated Shelter Statistics	Spaces Available	Canines 41%	Felines 59%
Programmed Spaces	202	83	119
Days/Year		365	365
Available Animal Care Days (Shelter Capacity)		30,295	43,435

Length of Stay Calculations Based on 2014-2016 Census Data

	3,316	4,772
*Available Length of Stay (LOS)	9	9

Rule of Thumb Shelter Sizing

Animals	SF/Animal	Total SF
83	115	9,545
119	65	7,735
Projected Shelter Size		17,280

Construction Cost Calculation

SF	Cost/SF	Est. Cost
17,280	\$ 275	\$ 4,752,000
17,280	\$ 325	\$ 5,616,000

*10 Days average LOS is the recommended minimum for "Continuing Current Operations"

We reiterate; this analysis assumes continued operation of a new Bi-Counties shelter via current standards and management. Increased housing for the animal population from current counts at the TCAS shelter multiplied by our square footage factors suggests a shelter size of approximately 17,000 square feet. The existing TCAS shelter is approximately 13,000 square feet with 71 dog spots and 80 cat spots. The suggested increase in square footage by our calculation should accommodate functions lacking in the current TCAS shelter and will also provide for the ability to better arrange important shelter functions and adjacencies.

The No/Low Kill model calculates the need for approximately 26,070 square feet of shelter space.

This model requires 117 dog spots and 240 cat spots. This adds capacity for a total of 34 dogs and 121 cats beyond that predicted by the “standard” model.

By calculation this generates approximately 8,790 more square feet of space beyond the “standard” model.

When we explore the programming of these two models we will find that the No/Low Kill model will likely include specific “No/Low Kill defined space within the additional 8,790 SF.

Once shelters reach 15 - 20,000 square feet many of the support spaces don’t need to be increased proportionally with the addition of animal housing. This phenomenon can then enable the inclusion of more specialized space.

Bi-Counties Shelter Sizing

Bi-County Shelter Sizing – “No/Low Kill” Model

Initial sizing when shelters reach +/- 15,000 square feet requires adjustment of the SF multipliers. As numbers of animals increase support spaces like lobbies, administration etc. do not need to increase in linear fashion. For instance, the same Shelter Manager can effectively support a range of animals in the shelter which is true for many of the management positions. An Adoption Lobby can also support a range of sheltered animals. As a result we adjust our multipliers for this larger shelter to 110 SF per dog space and 55 SF per cat space. Programming will confirm final size.

New Bi-Counties Shelter - 14/21 Day LOS Basis St. Mary's & Charles Counties

Year	Population Census Est.	Animals 2.33%	Canines 41%	Felines 59%	Small others	Large others
2017	273,951	6,380	2,616	3,764	300 (Estimated)	85 (Estimated)
2027	308,451	7,183	2,945	4,238		
2037	347,305	8,088	3,316	4,772		

(1) No/Low Kill Shelter Initial Sizing

Anticipated Shelter Statistics	Spaces Available	Canines 33%	Felines 67%
Programmed Spaces	357	117	240
Days/Year		365	365
Available Animal Care Days (Shelter Capacity)		42,705	87,600

Rule of Thumb Shelter Sizing		
Animals	SF/Animal	Total SF
117	110	12,870
240	55	13,200
Projected Shelter Size		26,070

Length of Stay Calculations Based on 2014-2016 Census Data

	2,616	3,764
*Available Length of Stay (LOS)	16	23

Construction Cost Calculation		
SF	Cost/SF	Est. Cost
26,070	\$ 275	\$ 7,169,250
26,070	\$ 325	\$ 8,472,750

*14 days for Dogs and 21 for Cats average LOS are the recommended minimums for "No Kill/LowKill Operations"
Starting point is adjusted upward to account for impact of projected population increase in 10 years

As with the “standard” model, the No/Low Kill model must achieve the indicated Average Length of Stay in year 10 so that sufficient time is allocated to give the all important programs aimed at reducing intake and increasing adoptions a chance to take hold.

The most important feature of this approach is in its ability to overcome the impact of increases in population on shelter intake.

When intake consistently diminishes and live releases consistently increase, space in the shelter is naturally made available without the need to construct future additions.

(2) No/Low Kill Shelter 10 Year Analysis

New Bi-Counties Shelter - 14/21 Day LOS Basis

St. Mary's & Charles Counties

Year	Population Census Est.	Animals 2.33%	Canines 41%	Felines 59%	Small others	Large others
2017	273,951	6,380	2,616	3,764	300 (Estimated)	85 (Estimated)
2027	308,451	7,183	2,945	4,238		
2037	347,305	8,088	3,316	4,772		

Anticipated Shelter Statistics

	Spaces Available	Canines 33%	Felines 67%
Programmed Spaces	357	117	240
Days/Year		365	365
Available Animal Care Days (Shelter Capacity)		42,705	87,600

Rule of Thumb Shelter Sizing		
Animals	SF/Animal	Total SF
117	110	12,870
240	55	13,200
Projected Shelter Size		26,070

Length of Stay Calculations Based on 2014-2016 Census Data

	2,945	4,238
*Available Length of Stay (LOS)	14	21

Construction Cost Calculation		
SF	Cost/SF	Est. Cost
26,070	\$ 275	\$ 7,169,250
26,070	\$ 325	\$ 8,472,750

*14 days for Dogs and 21 for Cats average LOS are the recommended minimums for "No Kill/LowKill Operations"

Our projections in 2037 show the Average LOS over the 10 years following 2027 has decreased by only 1 for dogs and for cats by 3.

At this point in the No/Low Kill shelter's existence the programs will have been in continuous operation for 20 years.

The 10 year statistical history shown in our examples in Charlottesville, Virginia and Bloomington, Indiana illustrate that a natural stasis begins to emerge. Recent data from the Charlottesville SPCA shows several years of near balance between intake and live release.

This will certainly be different from community to community but is likely to enable the shelter to meet its mission longer without the need to construct expensive additions.

So besides contributing to saving the lives of greater numbers of companion animals the No/Low Kill approach can contribute to longer shelter life.

Bi-Counties Shelter Sizing

New Bi-Counties Shelter - 14/21 Day LOS Basis St. Mary's & Charles Counties

Year	Population Census Est.	Animals 2.33%	Canines 41%	Felines 59%	Small others	Large others
2017	273,951	6,380	2,616	3,764	300 (Estimated)	85 (Estimated)
2027	308,451	7,183	2,945	4,238		
2037	347,305	8,088	3,316	4,772		

(3) No/Low Kill Shelter 20 Year Analysis

Anticipated Shelter Statistics	Spaces Available	Canines 33%	Felines 67%
Programmed Spaces	357	117	240
Days/Year		365	365
Available Animal Care Days (Shelter Capacity)		42,705	87,600

Rule of Thumb Shelter Sizing		
Animals	SF/Animal	Total SF
117	110	12,870
240	55	13,200
Projected Shelter Size		26,070

Length of Stay Calculations Based on 2014-2016 Census Data

	3,316	4,772
*Available Length of Stay (LOS)	13	18

Construction Cost Calculation		
SF	Cost/SF	Est. Cost
26,070	\$ 275	\$ 7,169,250
26,070	\$ 325	\$ 8,472,750

*14 days for Dogs and 21 for Cats average LOS are the recommended minimums for "No Kill/LowKill Operations"

The following spreadsheet compares the two projected shelters for a Bi-County solution for quick reference relative to their statistical attributes:

Bi-County Shelter Sizing Summary

Shelter Model	Animal Housing			Projected Cost Range		
	Dog Spots	Cat Spots	Total Spots	Projected Size -SF	Low	High
"Standard" - 10 Day LOS Basis	83	119	202	17,280	\$ 4,752,000	\$ 5,616,000
No/Low Kill - 14/21 Day LOS Basis	117	240	357	26,070	\$ 7,169,250	\$ 8,472,750

St. Mary's County accounts for 2,476 intakes of dogs and cats of the 6,380 total projected for the Bi-County shelter.

By percentage of the total, it appears animals attributable to St. Mary's County represent only 38.8% of the animals surrendered to the projected Bi-County shelter.

This fact is important to St. Mary's stakeholders deciding what will be the best direction for the County.

Logically, St. Mary's County should contribute to the operation of a Bi-County shelter based upon its usage.

This can be based upon a 38.8% calculation or, as we analyzed at the beginning of this section of our report that usage can ultimately be represented by either a per capita or per animal consideration.

St. Mary's Shelter Sizing

St. Mary's County Shelter Sizing – "Standard" Model

Sizing Technique for Smaller Shelters

When projecting the size of a smaller shelter we must increase our "per animal" multipliers in order to successfully account for necessary shelter square footage.

The reason for this, as previously represented (but in reverse), is a non-linear relationship between numbers of animals housed and the quantity of space needed to support them. Just as one can add animal housing without needing to increase the square footage of support spaces, when the number of animals is more limited there still needs to be sufficient support space. So, shelters smaller than about 5 – 9,000 square feet, for instance will need about the same support space.

To account for this phenomenon for the 10 Day LOS based "standard" model our multiplier for dogs is increased to 130 SF/spot and for cats 80 SF/spot.

(1) Standard Shelter Initial Sizing

New St. Mary's Shelter - 10 Day LOS Basis St. Mary's County Alone

Year	Population Census Est.	Animals 2.17%	Canines 37%	Felines 63%	Small others	Large others
2017	113,945	2,476	916	1,560	100 (Estimated)	19 (Estimated)
2027	127,496	2,770	1,025	1,746		
2037	142,658	3,100	1,147	1,953		

Sizing & Cost Projections assume Construction of a New Shelter

Anticipated Shelter Statistics	Spaces Available	Canines 37%	Felines 63%
Programmed Spaces	73	27	46
Days/Year		365	365
Available Animal Care Days (Shelter Capacity)		9,855	16,790

Rule of Thumb Shelter Sizing		
Animals	SF/Animal	Total SF
27	130	3,510
46	80	3,680
Projected Shelter Size		7,190

Length of Stay Calculations Based on 2014-2016 Census Data

	916	1,560
*Available Length of Stay (LOS)	11	11

Construction Cost Calculation		
SF	Cost/SF	Est. Cost
7,190	\$ 275	\$ 1,977,250
7,190	\$ 325	\$ 2,336,750

*10 Days average LOS is the recommended minimum for "Continuing Current Operations"

Starting point is adjusted upward to account for impact of projected population increase in 10 years

As with the analysis of the Bi-County Shelter we project initial shelter sizing based on meeting the minimum 10 Day Average LOS in year 10 so that we account for population growth and the resulting increase in projected relinquishments to the shelter.

In this case the exercise requires the addition of one space for both dogs and cats initially in order to meet the LOS at 10 days in 2027

(2) Standard Shelter 10 Year Analysis

New St. Mary's Shelter - 10 Day LOS Basis

St. Mary's County Alone

Year	Population Census Est.	Animals 2.17%	Canines 37%	Felines 63%	Small others	Large others
2017	113,945	2,476	916	1,560	100 (Estimated)	19 (Estimated)
2027	127,496	2,770	1,025	1,746		
2037	142,658	3,100	1,147	1,953		

Sizing & Cost Projections assume Construction of a New Shelter

Rule of Thumb Shelter Sizing

Animals	SF/Animal	Total SF
27	130	3,510
46	80	3,680
Projected Shelter Size		7,190

Anticipated Shelter Statistics

	Spaces Available	Canines 37%	Felines 63%
Programmed Spaces	73	27	46
Days/Year		365	365
Available Animal Care Days (Shelter Capacity)		9,855	16,790

Length of Stay Calculations Based on 2014-2016 Census Data

	1,025	1,746
Available Length of Stay (LOS)	10	10

Construction Cost Calculation

SF	Cost/SF	Est. Cost
7,190	\$ 275	\$ 1,977,250
7,190	\$ 325	\$ 2,336,750

*10 Days average LOS is the recommended minimum for "Continuing Current Operations"

St. Mary's Shelter Sizing

Our projection in 2037 shows a loss of only one day for each species so it is likely the shelter is sufficiently sized to meet the County's sheltering needs for 20 years.

This scenario assumes the shelter will be operated in similar fashion as the TCAS shelter in terms of holding animals with none of the "No Kill" levels of programs to reduce intake and increase save rates.

So in 20 years the County should expect the shelter will need to be expanded.

Referred to earlier in the study this shelter can be programmed and designed as a "Core" shelter so that the support spaces would be, for the most part, sufficient to support the addition of animal housing in the future.

St. Mary's Shelter Sizing

(3) Standard Shelter 20 Year Analysis

New St. Mary's Shelter - 10 Day LOS Basis

St. Mary's County Alone

Year	Population Census Est.	Animals 2.17%	Canines 37%	Felines 63%	Small others	Large others
2017	113,945	2,476	916	1,560	100 (Estimated)	19 (Estimated)
2027	127,496	2,770	1,025	1,746		
2037	142,658	3,100	1,147	1,953		

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Rule of Thumb Shelter Sizing		
Animals	SF/Animal	Total SF
27	130	3,510
46	80	3,680
Projected Shelter Size		7,190

Length of Stay Calculations Based on 2014-2016 Census Data

	1,147	1,953
Available Length of Stay (LOS)	9	9

Construction Cost Calculation		
SF	Cost/SF	Est. Cost
7,190	\$ 275	\$ 1,977,250
7,190	\$ 325	\$ 2,336,750

*10 Days average LOS is the recommended minimum for "Continuing Current Operations"

The No/Low Kill model must be sized initially at 38 dog spots and 99 cat spots in order to meet the 14/21 Day LOS requirement in 10 years.

This provides sufficient space that the all important programs associated with this model will have sufficient time to make progress toward lowering intakes and increasing save rates.

St. Mary's County Shelter Sizing – “No/Low Kill” Model

In meeting the 14-21 Day LOS, this model will generate a sufficient number of animal spots that we can attempt to return to our original animal spot multipliers to project shelter size used in the initial Bi-Counties 10 Day scenario. Our “calculator” exhibits this update with 115 SF/dog and 65 SF/cat.

(1) No/Low Kill Shelter Initial Sizing

New St. Mary's Shelter - 14/21 Day LOS Basis St. Mary's County Alone

Year	Population Census Est.	Animals 2.17%	Canines 37%	Felines 63%	Small others	Large others
2017	113,945	2,476	916	1,560	100 (Estimated)	19 (Estimated)
2027	127,496	2,770	1,025	1,746		
2037	142,658	3,100	1,147	1,953		

Sizing & Cost Projections assume Construction of a New Shelter

Rule of Thumb Shelter Sizing

Animals	SF/Animal	Total SF
38	115	4,370
99	65	6,435
Projected Shelter Size		10,805

Anticipated Shelter Statistics	Spaces Available	Canines 28%	Felines 72%
Programmed Spaces	137	38	99
Days/Year		365	365
Available Animal Care Days (Shelter Capacity)		13,870	36,135

Length of Stay Calculations Based on 2014-2016 Census Data

	916	1,560
*Available Length of Stay (LOS)	15	23

Construction Cost Calculation

SF	Cost/SF	Est. Cost
10,805	\$ 275	\$ 2,971,375
10,805	\$ 325	\$ 3,511,625

*14 days for Dogs and 21 for Cats average LOS are the recommended minimums for "No Kill/LowKill Operations"
Starting point is adjusted upward to account for impact of projected population increase in 10 years

St. Mary's Shelter Sizing

One of the questions posed in the questionnaire submitted to the public is:

“Would you support the county funding the higher cost of animal care to become no (low) kill?”

The questionnaire doesn't (can't) quantify the “higher cost of animal care”.

Based upon our initial sizing analyses the cost projected for construction, the No/Low kill shelter vs. the “standard shelter represents an increase of approximately 34%.

This does not address the increase in operating costs that should accompany the No/Low Kill model. This portion of the cost increase will be addressed in the operations analysis of the two models.

St. Mary's Shelter Sizing

(2) No/Low Kill Shelter 10 Year Analysis

New St. Mary's Shelter - 14/21 Day LOS Basis St. Mary's County Alone

Year	Population Census Est.	Animals 2.17%	Canines 37%	Felines 63%	Small others (Estimated)	Large others (Estimated)
2017	113,945	2,476	916	1,560	100	19
2027	127,496	2,770	1,025	1,746		
2037	142,658	3,100	1,147	1,953		

Anticipated Shelter Statistics

	Spaces Available	Canines 28%	Felines 72%
Programmed Spaces	137	38	99
Days/Year		365	365
Available Animal Care Days (Shelter Capacity)		13,870	36,135

Length of Stay Calculations Based on 2014-2016 Census Data

	1,025	1,746
*Available Length of Stay (LOS)	14	21

Sizing & Cost Projections assume Construction of a New Shelter

Rule of Thumb Shelter Sizing		
Animals	SF/Animal	Total SF
38	115	4,370
99	65	6,435
Projected Shelter Size		10,805

Construction Cost Calculation		
SF	Cost/SF	Est. Cost
10,805	\$ 275	\$ 2,971,375
10,805	\$ 325	\$ 3,511,625

*14 days for Dogs and 21 for Cats average LOS are the recommended minimums for "No Kill/LowKill Operations"

Shelter Construction Cost Comparison

Review of the Shelter Summaries for both the Bi-Counties and St. Mary's solutions suggests the following:

Bi-Counties Models

Standard - \$4,572,000 to \$5,616,000

No/Low Kill - \$7,169,250 to \$8,472,750

Assuming St. Mary's County could negotiate its responsibility based on its 38.8% of the sheltered animals, its portion of the construction costs should be:

Standard - \$1,773,936 to \$2,179,008

No/Low Kill - \$2,781,669 to \$3,287,427

Versus

St. Mary's Models Alone

Standard - \$1,977,250 to \$2,336,750

No/Low Kill - \$2,971,375 to \$3,511,625

This will be refined in "Programming"

St. Mary's Shelter Sizing

(3) No/Low Kill Shelter 20 Year Analysis

New St. Mary's Shelter - 14/21 Day LOS Basis St. Mary's County Alone

Year	Population Census Est.	Animals 2.17%	Canines 37%	Felines 63%	Small others	Large others
2017	113,945	2,476	916	1,560	100 (Estimated)	19 (Estimated)
2027	127,496	2,770	1,025	1,746		
2037	142,658	3,100	1,147	1,953		

Sizing & Cost Projections assume Construction of a New Shelter

Anticipated Shelter Statistics	Spaces Available	Canines 28%	Felines 72%
Programmed Spaces	137	38	99
Days/Year		365	365
Available Animal Care Days (Shelter Capacity)		13,870	36,135

Rule of Thumb Shelter Sizing

Animals	SF/Animal	Total SF
38	115	4,370
99	65	6,435
Projected Shelter Size		10,805

Length of Stay Calculations Based on 2014-2016 Census Data

	1,147	1,953
*Available Length of Stay (LOS)	12	19

Construction Cost Calculation

SF	Cost/SF	Est. Cost
10,805	\$ 275	\$ 2,971,375
10,805	\$ 325	\$ 3,511,625

*14 days for Dogs and 21 for Cats average LOS are the recommended minimums for "No Kill/LowKill Operations"

The following spreadsheet compares the two projected shelters for a St. Mary's County stand alone solution for quick reference relative to their statistical attributes:

St. Mary's County Shelter Summary

Shelter Model	Animal Housing			Projected Cost Range		
	Dog Spots	Cat Spots	Total Spots	Projected Size -SF	Low	High
"Standard" - 10 Day LOS Basis	27	46	73	7,190	\$ 1,977,250	\$ 2,336,750
No/Low Kill - 14/21 Day LOS Basis	38	99	137	10,805	\$ 2,971,375	\$ 3,511,625

Shelter Programming

Background

Shelter programming consists of a detailed listing of spaces (rooms) resulting in prediction of building square footage. The various spaces represented in building programs associated with shelter models for both a Bi-Counties solution and for St. Mary's County alone are developed to adequately serve the number of animals projected for each model. In addition, the program takes into account basic sheltering needs:

GENERAL SHELTER FEATURES

Newly developed animal shelters are highly specialized buildings designed to support sheltered animals in the healthiest possible environment. They are built more like modern retail/medical space than past shelters that resembled a more institutional, "warehouse" model.

From a human perspective, the impression, beginning with the exterior architecture, carrying through to all areas of the interior, must provide a sense of comfort and welcome. The shelter should be an inviting, low stress environment that promotes a sense of well-being, light and airy - one that "presents" the animals in an attractive manner encouraging their adoption.

With this initial "vision" in mind, a state of the art animal shelter facility should include seven primary functions:

1. Public reception and sales of initial, basic pet care needs for adopted animals
2. Administrative areas including private offices for staff.
3. Staff and volunteer training provisions such as a classroom or multi-function meeting/training room or rooms.
4. Animal receiving, including examination and grooming functions.
5. Animal kennels for adoption and strays.
6. Animal kennels for quarantine and routine observation.
7. Clinic space(s) for shelter animal care, euthanasia, emergencies and shelter spay/neuter services. This area can become a fully equipped veterinary clinic/hospital if so desired.

In addition, there are a number of critical design considerations which must be incorporated in order for the shelter to be a success. These include how animals are received and housed, how the building is cleaned and disinfected, how heat, ventilation and air exchange are provided, how sound is controlled and how public circulation and staff work traffic patterns are organized. Several

Planning Approach to Kennels

Our explanation of “Kennel Layout” predicateds developing two sided kennels. The most important reason for the two sided kennel arrangement is the ability of staff to move dogs from one side to the other for purposes of cleaning. ASV Guidelines recommend that dogs (and cats) not inhabit their quarters during cleaning operations.

Our approach in the moderate Eastern Maryland climate affords the opportunity to arrange the kennels in an inside/outside configuration which accommodates the cleaning function.

This arrangement provides dogs with easy and controlled access to outdoors for fresh air. It also reduces the area and volume of conditioned space for reduced initial cost of HVAC as well as reduced operating costs.

The Counties could decide to configure the double sided kennels completely enclosed in interior space. Doing so will not only increase HVAC requirements it will increase overall shelter square footage. This, of course would alter the projected building areas of the following programs.

As a result, we highly recommend the indoor/outdoor kennel arrangement.

specific decisions must be addressed:

1. **Kennel Layout** – Proper housing in kennels requires the ability to move dogs from one “side” of a kennel run to a similar separate & distinct area. This affords easy, rapid cleaning and also offers the opportunity to provide the animals with both the comforts of a protected indoor environment and an “outdoor”, fresh air experience when temperatures are not severe. We recommend the construction of “double” sided kennels of indoor and outdoor runs with communicating access.
2. **Kennel Function** – A decision regarding single or joint occupancy of each kennel run must be made. While joint occupancy might appear to provide the ability to house more animals in less space, there are some drawbacks including less separation to prevent spread of disease and reduced ability for staff to manage the animals. We recommend building sufficient numbers of kennel runs to house animals independent of each other, however, there may be a need to provide for some larger kennels to support litters and also for dogs that arrive at the shelter who are used to each other’s company. We suggest the inclusion of some larger kennels to accommodate these stated needs. Kennels must also be sized to provide dogs with adequate space for normal movement including; standing, sitting, turning and lying down without restriction from the kennel top or sides.
3. **Cat Quarters** – While the most disease preventive tactic is to house cats in individual cages with individual return air for each cage, the use of cat community display areas can greatly increase cat adoption. Cats living and playing together, however, must be health checked and properly vaccinated prior to being placed in groups. We do recommend inclusion of “community cat rooms” if sufficient staffing and health protection can be instituted. Cages should be double “portalized” units for proper space and cleaning.
4. **Puppy Areas** – Puppies and/or small breeds should be housed separately from the adult dogs for disease control. We recommend floor level indoor “runs” rather than stacked cages where “wiggling” puppies can accidentally fall to the floor below suffering possible injury.
5. **Equipment and Support** - Shelters today are planned to include flushing floor drains, air purification systems, noise control systems and long lasting, easily cleaned and disinfected wall and floor finishes. These items are essential for hygienic and efficient operation. In particular, we recommend individual floor drains for each kennel run, both interior and exterior, to assure complete separation of waste water from one run to another.

Programming & Comparison to “Initial Shelter Sizing” Predictions

Shelter programming represents a more accurate predictor of a shelter’s size than our Initial Sizing Methodology. For this reason there will be differences in the square footage between the building programs and the sizing projections.

In addition:

- Our initial sizing approach *does not necessarily* take into account enhanced functions such as Salliports, large Community/Training multipurpose rooms, Veterinary or Spay/Neuter Clinics etc.
- During our interview process St. Mary’s County officials requested inclusion of space in the shelter for its Animal Control Division and space for the Sheriff’s Department K9 Unit.

The consequence of including these requests and potential program additions causes us to approach programming from a “Core” shelter basis, which should roughly match up with our Initial Sizing projections. We will then add the requests/program additions. This will provide St. Mary’s County with the ability to weigh the financial impact of adding space and function to the proposed shelters. In the case of the Bi-Counties approach neither St. Mary’s County Animal Control nor the Sheriff’s K9 Unit will be included.

Bi-Counties Shelter Program – “Standard” Shelter

Bi-Counties Shelter		"Core Shelter" - 10 Day LOS Basis		
	Quantity	SF	Total SF/Area	% of Total Gross SF
Public Reception and Sales - Adoption			1,132	6.6%
Lobby/Reception/Retail/Vestibule	1	600	600	
Adoptable Cat Community Display	1	72	72	(4 Cats @ 18 SF)
Adoption Interview/Acquaint	6	60	360	
Public Toilets	2	50	100	
Public Reception - Relinquishment			150	0.9%
Relinquishment Lobby	1	150	150	
Administration- Administrative Areas			1,480	8.6%
Shelter Director	1	120	120	
Assistant Shelter Director	1	120	120	
Clerical Assistant	1	100	100	
Office Associate II	1	100	100	
Vet Tech/Kennel Supervisor	1	120	120	
Clerical Staff Work (@ Reception)	1	150	150	
Staff Break Room	1	250	250	
Staff Toilets + Shower	2	100	200	
Storage	4	80	320	

10 Day LOS

10 Day LOS

Animal Care- Animal Kennel Areas			7,460	43.3%
Adult Dog Adoption Kennels (Single, Double-Sided) - 5x11 + 2.5' walkway	20	60	1,200	
Adult Dog Adoption Kennels ("Double", Double-Sided) - 7.5x11	4	90	360	
Adult Dog Holding Kennels (Single, Double-Sided) - 5x11	30	60	1,800	
Adult Dog Holding Kennels ("Double", Double-Sided) - 7.5x11	4	90	360	
Adult Dog Isolation Kennels (Single, Double-Sided) - 4x11	10	50	500	
Adult Dog Observation Kennels (Single, Double-Sided) - 4x11	15	50	750	
*Puppy Adoption Kennels (Single, Single-Sided) - 4x5	6	20	120	
*Dangerous Dog (Bite) Kennels (Single, Double-Sided) - 5x11	12	60	720	
Cat Condos - Adoption (double cages)	18	12	216	
Cat Apartments - Adoption (4 cats @ 18 SF)	6	72	432	
Cat Condos - Holding (double cages)	42	12	504	
Cat Isolation (single cages)	11	6	66	
Cat Observation (double cages)	20	12	240	
*Dog Temp Hold (Single Sided 3' x 5')	6	In Receiving SF		
*Cat Temp Hold (Single Cages)	12	In Receiving SF		
Small Exotic Animals	16	12	192	
* Not in Animal Counts				

Total Spots	
14 Day Dog	21 Day Cat
LOS Basis - Dog & Cat Counts	
83 dogs	
119 cats	

Animal Care- Animal Support Areas			2,090	12.1%
Animal Receiv'g (Incl. Temp Runs/Cages above)	1	400	400	
Grooming	1	240	240	
Food Prep & Storage (4 Dog; 2 Cat)	6	90	540	
Laundry (4 @ 60 SF)	4	60	240	
Euthanasia & Freezer	1	200	200	
Cat Tray Cleaning	2	25	50	
Cleaning Equipment	4	40	160	
Janitor	2	50	100	
Electrical/Data**	2	80	160	
**HVAC Air Handling in accessible Attic Space				
Total Net Square Footage			12,312	
Circulation & Walls				28.6%
Circulation & Walls @ 40%			4,925	
Total Essential Gross Square Footage			17,237	

The above represents the "Core" Shelter for a 10 Day LOS Bi- Counties approach
Both Counties can add to this by selecting the following additional spaces:

10 Day LOS

ADDITIONAL SPACES - As may be Requested

The above represents the basic "Core" Shelter supporting the number of anticipated animals with both canine and feline LOS of 10 days plus "Dangerous Dog" kennels. The following spaces represent additions needed to provide for the No/Low Kill approach as well as inclusion of a Salliport for ACO's. The Counties can determine whether or not to include these spaces.

	Quantity	SF	Total SF/Area
Shelter Additions for No/Low Kill			3,950
Meeting/Training Room	1	600	600
Veterinarian - Spay/Neuter Clinic	1	1,200	1,200
Volunteers Office	1	150	150
Adoption Counselors	2	150	300
Behavioural Assessments	1	100	100
Additions for Animal Control			800
Salliport & Storage (20 x 40 assumed)	1	800	800

SUMMARY OF SHELTER SQUARE FOOTAGE PROJECTIONS	SF TOTALS
Core Shelter	17,237
Shelter Additions for No/Low Kill	3,950
Additions for Animal Control	800
Total	21,987

Bi-Counties Shelter Program – “No/Low Kill” Shelter

14/21 Day LOS

Bi-Counties Shelter	Quantity	SF	Total SF/Area	% of Total Gross SF
Public Reception and Sales - Adoption			1,132	5.0%
Lobby/Reception/Retail/Vestibule	1	600	600	
Adoptable Cat Community Display	1	72	72	(4 Cats @ 18 SF)
Adoption Interview/Acquaint	6	60	360	
Public Toilets	2	50	100	
Public Reception - Relinquishment			150	0.7%
Relinquishment Lobby	1	150	150	
Administration- Administrative Areas			1,480	6.5%
Shelter Director	1	120	120	
Assistant Shelter Director	1	120	120	
Clerical Assistant	1	100	100	
Office Associate II	1	100	100	
Vet Tech/Kennel Supervisor	1	120	120	
Clerical Staff Work (@ Reception)	1	150	150	
Staff Break Room	1	250	250	
Staff Toilets + Shower	2	100	200	
Storage	4	80	320	

14/21 Day LOS

Animal Care- Animal Kennel Areas				11,304	50.0%
Adult Dog Adoption Kennels (Single, Double-Sided) - 5x11 + 2.5' walkway	30	60	1,800		
Adult Dog Adoption Kennels ("Double", Double-Sided) - 7.5x11	6	90	540		
Adult Dog Holding Kennels (Single, Double-Sided) - 5x11	50	60	3,000		
Adult Dog Holding Kennels ("Double", Double-Sided) - 7.5x11	6	90	540		
Adult Dog Isolation Kennels (Single, Double-Sided) - 4x11	10	50	500		
Adult Dog Observation Kennels (Single, Double-Sided) - 4x11	15	50	750		
*Puppy Adoption Kennels (Single, Single-Sided) - 4x5	8	20	160		
*Dangerous Dog (Bite) Kennels (Single, Double-Sided) - 5x11	12	60	720		
Cat Condos - Adoption (double cages)	30	12	360		
Cat Apartments - Adoption (4 cats @ 18 SF)	14	72	1,008		
Cat Condos - Holding (double cages)	119	12	1,428		
Cat Isolation (single cages)	11	6	66		
Cat Observation (double cages)	20	12	240		
*Dog Temp Hold (Single Sided 3' x 5')	6	In Receiving SF			
*Cat Temp Hold (Single Cages)	12	In Receiving SF			
Small Exotic Animals	16	12	192		
* Not in Animal Counts					

Total Spots	
14 Day Dog	21 Day Cat
LOS Basis - Dog & Cat Counts	
117 dogs	
240 cats	

Animal Care- Animal Support Areas				2,090	9.2%
Animal Receiv'g (Incl. Temp Runs/Cages above)	1	400	400		
Grooming	1	240	240		
Food Prep & Storage (4 Dog; 2 Cat)	6	90	540		
Laundry (4 @ 60 SF)	4	60	240		
Euthanasia & Freezer	1	200	200		
Cat Tray Cleaning	2	25	50		
Cleaning Equipment	4	40	160		
Janitor	2	50	100		
Electrical/Data**	2	80	160		
**HVAC Air Handling in accessible Attic Space					
Total Net Square Footage				16,156	
Circulation & Walls					28.6%
Circulation & Walls @ 40%				6,462	
Total Essential Gross Square Footage				22,618	

The above represents the “Core” Shelter for a 14/21 Day LOS Bi- Counties approach
Both Counties can add to this by selecting the following additional spaces:

Bi-Counties Shelter Programs Summary

“Standard” Model

Core Shelter	17,237 SF
No Kill Shelter Additions	3,950 SF
Animal Control	<u>800 SF</u>
Total	21,987 SF

“No/Low Kill” Model

Core Shelter	22,618 SF
No Kill Shelter Additions	3,950 SF
Animal Control	<u>800 SF</u>
Total	27,368 SF

Our two scenarios both include space additions that enhance the shelter’s operations. These spaces comprise a consistent 3,950 square feet.

This presents the potential of building the “Standard” Model as a “Core” No/Low Kill shelter. The Counties could then add the additional animal housing at a future date to accommodate the full No/Low Kill model.

So the smallest shelter represented here would be a Standard 17,237 SF Core Shelter able to expand with future animal housing assuming operations continue as now practiced at TCAS.

14/21 Day LOS

10 Day LOS

ADDITIONAL SPACES - As may be Requested

The above represents the basic “Core” Shelter supporting the number of anticipated animals with both canine and feline LOS of 10 days plus “Dangerous Dog” kennels. The following spaces represent additions needed to provide for the No/Low Kill approach as well as inclusion of a Salliport for ACO’s. The Counties can determine whether or not to include these spaces.

	Quantity	SF	Total SF/Area
Shelter Additions for No/Low Kill			3,950
Meeting/Training Room	1	600	600
Veterinarian - Spay/Neuter Clinic	1	1,200	1,200
Volunteers Office	1	150	150
Adoption Counselors	2	150	300
Behavioural Assessments	1	100	100
Additions for Animal Control			800
Salliport & Storage (20 x 40 assumed)	1	800	800

SUMMARY OF SHELTER SQUARE FOOTAGE PROJECTIONS	SF TOTALS
Core Shelter	22,618
Shelter Additions for No/Low Kill	3,950
Additions for Animal Control	800
Total	27,368

St. Mary’s Stand Alone Shelter Program – “Standard” Shelter

St. Mary's County Building Program		"Core Shelter" - 10 Day LOS Basis		
	Quantity	SF	Total SF/Area	% of Total Gross SF
Public Reception and Sales - Adoption			692	9.3%
Lobby/Reception/Retail/Vestibule	1	400	400	
Adoptable Cat Community Display	1	72	72	(4 Cats @ 18 SF)
Adoption Interview/Acquaint	2	60	120	
Public Toilets	2	50	100	
Public Reception - Relinquishment			150	2.0%
Relinquishment Lobby	1	150	150	
Administration- Administrative Areas			750	10.1%
Shelter Director	1	120	120	
Vet Tech/Kennel Supervisor	1	100	100	
Clerical Staff Work (@ Reception)	1	150	150	
Staff Break Room	1	150	150	
Staff Toilets + Shower	2	75	150	
Storage	1	80	80	

10 Day LOS

Animal Care- Animal Kennel Areas			2,562	34.6%
Adult Dog Adoption Kennels (Single, Double-Sided) - 5x11	9	60	540	
Adult Dog Adoption Kennels ("Double", Double-Sided) - 7.5x11	1	90	90	
Adult Dog Holding Kennels (Single, Double-Sided) - 5x11	9	60	540	
Adult Dog Holding Kennels ("Double", Double-Sided) - 7.5x11	1	90	90	
Adult Dog Isolation Kennels (Single, Double-Sided) - 4x11	3	50	150	
Adult Dog Observation Kennels (Single, Double-Sided) - 4x11	4	50	200	
*Puppy Adoption Kennels (Single, Single-Sided) - 4x5	2	20	40	
*Dangerous Dog (Bite) Kennels (Single, Double-Sided) - 5x11	5	60	300	
Cat Condos - Adoption (double cages)	6	12	72	
Cat Apartments - Adoption (4 cats @ 18 SF)	2	72	144	
Cat Condos - Holding (double cages)	14	12	168	
Cat Isolation (single cages)	6	6	36	
Cat Observation (double cages)	8	12	96	
*Dog Temp Hold (Single Sided 3' x 5')	3	In Receiving SF		
*Cat Temp Hold (Single Cages)	6	In Receiving SF		
Small Exotic Animals	8	12	96	
* Not in Animal Counts				
Animal Care- Animal Support Areas			1,135	15.3%
Animal Receiv'g (Incl. Temp Runs/Cages above)	1	200	200	
Grooming	1	150	150	
Food Prep & Storage (2 Dog; 1 Cat)	3	90	270	
Laundry (2 @ 60 SF)	2	60	120	
Euthanasia & Freezer	1	160	160	
Cat Tray Cleaning	1	25	25	
Cleaning Equipment	2	40	80	
Janitor	1	50	50	
Electrical/Data**	1	80	80	
**HVAC Air Handling in accessible Attic Space				
Total Net Square Footage			5,289	
Circulation & Walls				28.6%
Circulation & Walls @ 40%			2,116	
Total Essential Gross Square Footage			7,405	

Total Spots
10 Day LOS Basis
Dog & Cat Counts
27 dogs
46 cats

The above represents the "Core" Shelter for a 10 Day St. Mary's County approach
 St. Mary's County can add to this by selecting the following additional spaces:

10 Day LOS

ADDITIONAL SPACES - Requested by St. Mary's County Departments

The above represents the basic "Core" Shelter supporting the number of anticipated animals with both canine and feline LOS of 10 days plus "Dangerous Dog" kennels. The following spaces have been requested by St. Mary's County Departments of Animal Control and The Sheriff's Office for its K9 Unit. These spaces may be added to the Core Shelter per St. Mary's County:

	Quantity	SF	Total SF/Area
Animal Control			
Director's Office	1	100	100
Wardens' Group Office - 4 Officers	1	180	180
Salliport & General Storage (20 x 30 assumed)	1	600	600
Storage	1	150	150

Animal Control Net Square Footage	1,030
Circulation & Walls @ 20%	206
Total Animal Control Net Square Footage	1,236

Sheriff's Office K9 Unit			
Director's Office	1	100	100
Group Office - 4 Officers (?)	1	180	180
Lavatory	1	50	50
Storage	1	200	200
K9 Kennels (Single, Double-Sided) - 5x11	5	55	275

Sheriff's Office K9 Unit Net Square Footage	805
Circulation & Walls @ 40%	322
Total Sheriff's Office K9 Unit Square Footage	1,127

Shelter Additions for No/Low Kill			1,700
Meeting/Training Room	1	450	450
Veterinarian - Spay/Neuter Clinic	1	1,000	1,000
Volunteers Office	1	150	150
Behavioural Assessments	1	100	100

SUMMARY OF SHELTER SQUARE FOOTAGE PROJECTIONS		SF TOTALS
Core Shelter		7,405
Animal Control Space		1,236
Sheriff's Office K9 Unit		1,127
Shelter Additions for No/Low Kill		1,700
Total		11,468

St. Mary's Stand Alone Shelter Program – “No/Low Kill” Shelter

St. Mary's County Building Program		"Core Shelter" - 14/21 Day LOS Basis		
	Quantity	SF	Total SF/Area	% of Total Gross SF
Public Reception and Sales - Adoption			812	8.2%
Lobby/Reception/Retail/Vestibule	1	400	400	
Adoptable Cat Community Display	1	72	72	(4 Cats @ 18 SF)
Adoption Interview/Acquaint	4	60	240	
Public Toilets	2	50	100	
Public Reception - Relinquishment			150	1.5%
Relinquishment Lobby	1	150	150	
Administration- Administrative Areas			900	9.1%
Shelter Director	1	120	120	
Vet Tech/Kennel Supervisor	1	120	120	
Clerical Staff Work (@ Reception)	1	150	150	
Staff Break Room	1	200	200	
Staff Toilets + Shower	2	75	150	
Storage	2	80	160	
Animal Care- Animal Kennel Areas			3,960	39.9%
Adult Dog Adoption Kennels (Single, Double-Sided) - 5x11	14	60	840	
Adult Dog Adoption Kennels ("Double", Double-Sided) - 7.5x11	2	90	180	
Adult Dog Holding Kennels (Single, Double-Sided) - 5x11	13	60	780	
Adult Dog Holding Kennels ("Double", Double-Sided) - 7.5x11	2	90	180	
Adult Dog Isolation Kennels (Single, Double-Sided) - 4x11	3	50	150	
Adult Dog Observation Kennels (Single, Double-Sided) - 4x11	4	50	200	
*Puppy Adoption Kennels (Single, Single-Sided) - 4x5	2	20	40	
*Dangerous Dog (Bite) Kennels (Single, Double-Sided) - 5x11	5	60	300	
Cat Condos - Adoption (double cages)	16	12	192	
Cat Apartments - Adoption (4 cats @ 18 SF)	5	72	360	
Cat Condos - Holding (double cages)	32	12	384	
Cat Isolation (single cages)	11	6	66	
Cat Observation (double cages)	16	12	192	
*Dog Temp Hold (Single Sided 3' x 5')	3	In Receiving SF		
*Cat Temp Hold (Single Cages)	6	In Receiving SF		
Small Exotic Animals	8	12	96	
* Not in Animal Counts				
Animal Care- Animal Support Areas			1,265	12.7%
Animal Receiv'g (Incl. Temp Runs/Cages above)	1	200	200	
Grooming	1	200	200	
Food Prep & Storage (2 Dog; 1 Cat)	3	90	270	
Laundry (2 @ 60 SF)	2	60	120	

14-21 Day LOS

Total Spots
14 Day Dog 21 Day Cat
LOS Basis - Dog & Cat Counts
38 dogs
99 cats

St. Mary's Shelter Programs Summary

"Standard" Model

Core Shelter	7,405 SF
Animal Control Space	1,236 SF
Sheriff's K9 Unit	1,127 SF
No Kill Shelter Additions	<u>1,700 SF</u>
Total	11,468 SF

"No/Low Kill" Model

Core Shelter	9,922 SF
Animal Control Space	1,236 SF
Sheriff's K9 Unit	1,127 SF
No Kill Shelter Additions	<u>1,700 SF</u>
Total	13,985 SF

Our two scenarios both include space additions that enhance the shelter's operations. These spaces comprise a consistent 1,700 square feet. Unlike the Bi-Counties scenario a Salliport is included in the Animal Control Space.

The Bi-Counties discussion regarding approaching the "Standard" model as a "Core" shelter is applicable to the St. Mary's scenario.

So the smallest shelter represented here would be a Standard 7,405 SF Core Shelter able to expand with future animal housing assuming operations continue as now practiced at TCAS.

14-21 Day LOS

Euthanasia & Freezer	1	160	160
Cat Tray Cleaning	1	25	25
Cleaning Equipment	2	40	80
Janitor	1	50	50
Electrical/Data**	2	80	160

**HVAC Air Handling in accessible Attic Space

Total Net Square Footage	7,087
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Circulation & Walls	28.6%
Circulation & Walls @ 40%	2,835

Total Essential Gross Square Footage	9,922
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ADDITIONAL SPACES - Requested by St. Mary's County Departments

The above represents the basic "Core" Shelter supporting the number of anticipated animals with both canine and feline LOS of 10 days plus "Dangerous Dog" kennels. The following spaces have been requested by St. Mary's County Departments of Animal Control and The Sheriff's Office for its K9 Unit. These spaces may be added to the Core Shelter per St. Mary's County:

	Quantity	SF	Total SF/Area
Animal Control			
Director's Office	1	100	100
Wardens' Group Office - 4 Officers	1	180	180
Salliport & General Storage (20 x 30 assumed)	1	600	600
Storage	1	150	150

Animal Control Net Square Footage	1,030
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Circulation & Walls @ 20%	206
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Total Animal Control Net Square Footage	1,236
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Sheriff's Office K9 Unit

Director's Office	1	100	100
Group Office - 4 Officers (?)	1	180	180
Lavatory	1	50	50
Storage	1	200	200
K9 Kennels (Single, Double-Sided) - 5x11	5	55	275

Sheriff's Office K9 Unit Net Square Footage	805
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Circulation & Walls @ 40%	322
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Total Sheriff's Office K9 Unit Square Footage	1,127
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Shelter Additions for No/Low Kill

Meeting/Training Room	1	450	450
Veterinarian - Spay/Neuter Clinic	1	1,000	1,000
Volunteers Office	1	150	150
Behavioural Assessments	1	100	100

SUMMARY OF SHELTER SQUARE FOOTAGE PROJECTIONS	SF TOTALS
Core Shelter	9,922
Animal Control Space	1,236
Sheriff's Office K9 Unit	1,127
Shelter Additions for No/Low Kill	1,700
Total	13,985

Additonal Programming Considerations

Charles County - Specificaitons and General Requirements

Charles County's Chief of Animal Control Services published a document referred to in RFA #1715 as "Shelter Wish List 2016". This outline of "Specifications and General Requirements" includes shelter space for Charles County's Animal Control Department.

In our discussions with St. Mary's Animal Control Supervisor and Wardens we understood there has not been any discussion regarding the possible relocation of the St. Mary's County Animal Control Offices in either a Bi-County or standalone St. Mary's County Shelter. The relocation of St. Mary's County Animal Control Operations would be very inefficient due to the travel necessary if a Bi-County shelter located in lower Charles County or upper St. Mary's County was selected. If however, a relocation of St. Mary's Animal Control was to be included in plans for a centralized standalone shelter in St. Mary's County (not currently calculated in our estimates) there could be significant benefits to both Shelter and Animal Control operations with co-location.

As a result of these conditions we did not include in our programming any space for the Charles County Animal Control Services beyond the staff directly associated with the shelter operations.

If the two counties decide to develop a Bi-County shelter it seems logical that St. Mary's county would not wish to bear responsibility for covering the cost of housing Charles County's Animal Control Services or paying for its ongoing space related operating costs beyond the shelter itself.

Large Animal Sheltering

Large animal sheltering is currently accommodated in a barn of approximately 1,200 square feet. This function is intended to be included in any configuration of sheltering. This barn structure has not been included in our programming.

The barn would likely want to be the same size for any of the shelter programs we have outlined. This structure may include water and electricity but would not be conditioned space. As a result a simple timber/truss frame structure will suffice, the cost of which should not exceed \$12,000. At this low estimate a barn should fit within our defined budget ranges.

Cost Ranges Accommodate Program Additions/Changes

Inevitably, once the design process is undertaken for any of the proposed shelters, variations to the specific programs will be considered with changes and potentially space added or modified as more direct scrutiny is brought to bear. Our cost range is designed, in part, to accommodate reasonable

Comparison of Initial Sizing Costs to Program Sizing Costs

Bi-Counties Models

Standard - \$4,752,000 to \$5,616,000

Programming Decreases (\$11,825) to (\$13,975)

No/Low Kill - \$7,169,250 to \$8,472,750

Programming Increases +\$136,950 to +\$161,850

St. Mary's Models

Standard - \$1,977,250 to \$2,336,750

Programming Increases +\$59,125 to +\$69,875

No/Low Kill - \$2,971,375 to \$3,511,625

Programming Increases +\$224,675 to +\$265,525

additions and changes that occur during that process.

The following summary of construction cost projections separates the "Core" shelter and "Additional Spaces". "Core" Shelter costs can be compared with projections within the "Initial Sizing Studies" which are indicated in the boxed area on the left. For the "Standard" shelter we take the Core" directly whereas *we need to add in the "No/Low Kill Additions" for a realistic comparison for the No/Low Kill Models.* This assumption is referenced in the Initial Sizing portion of this study.

Shelter Construction Cost Projections Based on Building Programs

Bi-Counties Shelter Scenarios

Standard Shelter	SF	Cost @ \$275/SF	Cost @ \$ 325/SF	
Core Shelter	17,237	\$ 4,740,175	\$ 5,602,025	Minimum
No/Low Kill Additions	3,950	\$ 1,086,250	\$ 1,283,750	
Animal Control (Salliport)	800	\$ 220,000	\$ 260,000	
	21,987	6,046,425	7,145,775	Maximum

No/Low Kill Shelter	SF	Cost @ \$275/SF	Cost @ \$ 325/SF	
Core Shelter	22,618	\$ 6,219,950	\$ 7,350,850	Minimum
No/Low Kill Additions	3,950	\$ 1,086,250	\$ 1,283,750	
Animal Control (Salliport)	800	\$ 220,000	\$ 260,000	
	27,368	7,526,200	8,894,600	Maximum

St. Mary's County Shelter Scenarios

Standard Shelter	SF	Cost @ \$275/SF	Cost @ \$ 325/SF	
Core Shelter	7,405	\$ 2,036,375	\$ 2,406,625	Minimum
No/Low Kill Additions	1,700	\$ 467,500	\$ 552,500	
Animal Control Space	1,236	\$ 339,900	\$ 401,700	
Sheriff's K9 Space	1,127	\$ 309,925	\$ 366,275	
	11,468	3,153,700	3,727,100	Maximum

No/Low Kill Shelter	SF	Cost @ \$275/SF	Cost @ \$ 325/SF	
Core Shelter	9,922	\$ 2,728,550	\$ 3,224,650	Minimum
No/Low Kill Additions	1,700	\$ 467,500	\$ 552,500	
Animal Control Space	1,236	\$ 339,900	\$ 401,700	
Sheriff's K9 Space	1,127	\$ 309,925	\$ 366,275	
	13,985	3,845,875	4,545,125	Maximum

The “Increases and Decreases” outlined in the text box on page 53 suggest we need to analyze the comparison between St. Mary’s contributions to construction of Bi-Counties shelter models vs. building its own standalones.

As was suggested in our initial sizing analysis section; if St. Mary’s contributes to construction of a Bi-Counties shelter based on its percentage of animals served at **38.8%** the cost of its share would be:

Standard Shelter	\$1,839,188	to	\$2,173,586
No/Low Kill Shelter	\$2,834,806	to	\$3,350,225

Versus St. Mary’s Stand-Alone

Standard Shelter	\$2,036,375	to	\$2,406,625
No/Low Kill Shelter	\$3,196,050	to	\$3,777,150

The cost “*premium*” to St. Mary’s County to build a stand-alone shelter versus sharing in the cost of Bi-Counties would be as follows:

Standard Shelter	\$ 197,187	to	\$ 233,039
No/Low Kill Shelter	\$ 361,244	to	\$ 426,925

If St. Mary’s County contributes greater than 38.8% percent of the construction costs these “premium” differences will change – eventually favoring the St. Mary’s stand-alone solution.

For instance, should St. Mary’s end up contributing 50% to a Bi-Counties solution, the “*premiums*” for building a stand-alone shelter would work out as follows:

Standard Shelter	(\$ 333,713)	to	(\$ 394,388)
No/Low Kill Shelter	(\$ 457,050)	to	(\$ 540,150)

St. Mary’s can spend fewer dollars in construction of a Bi-Counties shelter if its contribution is at or near 38.8%. As that percentage increases the savings diminishes. It is clearly advantageous to consider building a standalone shelter if negotiations between St. Mary’s and Charles County move toward parity of contribution to shelter construction.

The sheltering industry is anything but standardized.

Industry partners such as the Association of Shelter Veterinarians (ASV) have provided guidance in specific areas of expertise.

The Society of Animal Welfare Administrators (SAWA) has developed a course that accredits successful participants but this is not yet an industry wide standard.

The Humane Society of the US (HSUS) provides guidance in many forms to shelter operations which is certainly helpful to folks attempting to get started but not a “standard”.

The National Animal Control Association (NACA) also provides guidance but mostly from the perspective of Animal Control.

Some states have enacted fairly comprehensive Animal Welfare Laws while others have not.

We have worked in with dozens of organizations as shelter planners and designers. For each organization there are always different emphases, protocols, funding, budgeting, use of volunteers and methodologies for overall shelter operation.

We attempt here to reduce the “choices” to several we have (cont'd)

Shelter Construction, Budgets, Operations & TNR

Sheltering Models

There are basically four concepts St. Mary’s County should consider relative to shelter ownership, construction and operation. Each includes pros and cons that can only be adequately weighed by St. Mary’s County. We will outline the basic issues related to each here.

These can all be applied to both a Bi-Counties shelter solution as well as a St. Mary’s stand alone. The Bi-Counties solution, however, is obviously complicated by the need to achieve consensus within and between both jurisdictions. This is also an issue for any public/private partnership.

Conceptually the approaches are as follows:

1. Publicly Owned/Built and Publicly Operated
2. Publicly Owned/Built and Publicly/Private Operated
3. Publicly Owned/Built and Privately Operated
4. Privately Owned/Built and Privately Operated

1. The Public Shelter

This approach represents the current TCAS model. It is the most obvious to be applied to a new Bi-Counties solution by agreement of the participating Counties but it can also be continued by St. Mary’s County should it determine a stand-alone shelter is the best solution for its sheltering needs.

Construction can be accomplished via normal governmental Capital Improvement Project methodology. We have also seen a “Lease/Purchase” approach. In the latter case government enters into agreement with a private organization that effectively finances and executes the construction of the project. We understand Calvert County is pursuing the lease/purchase approach.

While it may be possible to reduce construction costs via the Lease/Purchase approach, without complete understanding of very specific shelter design and construction issues, quality may not be as well controlled as with normal CIP methodology.

Operation by government employees certainly assures complete governmental oversight of the shelter’s staffing, operating rules and regulations. Jurisdictionally operated shelters are usually staffed by members of the Animal Control Department of which the shelter operation is but one component. This approach assures shelter operations adhere to the department’s mission and

encountered that are represented in many localities across the country and are also most prevalent.

There simply is no single, empirically derived and accepted way of building and operating an animal shelter.

We have made comparisons to shelters operating in North Carolina because NC statutes require annual reporting that includes sheltering cost so data is actually available.

We reference examples with which we are intimately familiar because of our involvement assisting them. The shelters referenced in our discussion of the impact of No/Low Kill provide evidence that different models with similar approaches can yield surprisingly similar results.

The decision to adopt a No/Low Kill approach should lead to fundamental decisions permitting the sheltering operation to be accomplished by a Non Profit Organization (NPO) or via a Public/Private partnership. This is also supported by Maryland's Health Department regulations and their impact on an effective TNR program.

We believe it reasonable that the decision to operate a "Standard" shelter brings with it the commitment that the shelter be operated by government employees much like the TCAS operation. – Why? (cont'd)

charge - fully coordinated. It also means all employees qualify for standard benefits etc.

2. The Public Shelter with Public/Private Operation

Construction in this model is identical to the "Public Shelter" approach.

Operation: We have designed shelters for jurisdictions that have opted to develop a contractual relationship with a local non-profit humane organization (NPO) for the "adoption & adoption sheltering" ends of the sheltering operation. This approach requires some clear division of the building itself and, of course clear definition of roles and responsibilities of Animal Control and the NPO via contract. This approach permits Animal Control clear control of intake and mandated animal holding.

The NPO contract can be partially funded by government on a per capita basis with the expectation that the NPO would be responsible to self fund via volunteerism, donations and grants beyond base government funding. Aside from the positive public perception that the NPO can increase adoptions and is therefore perceived to be more humane, government benefits by limiting its contribution to a portion of the shelter operation.

3. The Public Shelter with Private Operation

Construction in this model is identical to the "Public Shelter" approach.

Operation: Some jurisdictions have opted to develop a contractual relationship with a local non-profit humane organization (NPO) for complete operation of the government owned shelter. This, of course, is accomplished via contract to assure mandated rules and regulations are followed.

This approach affords the shelter the ability to fully engage the public as a non-profit, humane based operation enabling the opportunity to fund the shelter operation via a combination of annual funds from the jurisdiction, donations and grants. Governments' contribution to the operation is usually made annually on a per capita basis and like the previously described model can reduce government's ongoing contribution to shelter operation.

This model releases direct control of the shelter operation to the NPO and we have seen problems develop in situations where the NPO fails to either meet its obligations or responds inadequately to public concern if the shelter operation is perceived to be substandard. While such negative public perception can occur when government is fully in charge of the sheltering operation, with an NPO in charge there is a less direct means for government to react and respond to poor public perception.

Because the nature of current day NPO shelter operations favors involvement in the No/Low Kill approach as it is well understood in the industry that such a commitment brings with it the ability to raise significantly more revenues through programs and donations to support the sheltering mission.

Companion Animal Welfare is a local, community based set of issues that are generally supported by the community no matter the delivery methodology. The survey (attached in the appendices) that St. Mary's County made available to the public reinforces this as a phenomenon.

There are many ways to construct a public/private partnership to address animal welfare. It is our intent that the scenarios discussed in this section of our report provide a reasonable "road map" so that decision makers can develop the most effective solution for the community from multiple perspectives.

While there may be support for continuing a multi-county shelter operation it appears clear that doing supports a No/Low Kill approach less as there is less community focus, likely resulting in less inclination for citizens to donate at the same level they would if the shelter is obviously serving the needs of their own county.

4. The Private Shelter

Construction: When NPO's want to construct a new shelter and can arrange to provide sheltering services to government they often engage with government to obtain partial financial support of the project. This is especially true if the arrangement includes accommodation for Animal Control within the shelter.

The arrangement can be a one-time capital contribution by government once the NPO has become financially committed to the project. The arrangement can also be based on annual financial support of the NPO's mortgage. Either way, government can limit its financial contribution to shelter construction. NPO's can often obtain very affordable mortgage financing through the USDA.

Operation: With the NPO's complete ownership and control of the shelter and its operation, the advantages outlined in the previous Public/Private models above remain; with the further advantage that the public's support of the shelter will be fully perceived as benefitting the NPO. This is likely to further enhance the NPO's ability to fundraise. The consequence for government is less pressure to increase its financial contribution over time and no liability associated with building ownership.

Government's use of the shelter can be carefully contracted to assure adherence to important procedures and protocols. If Animal Control is housed in the shelter a degree of oversight on government's behalf can be maintained, helping to identify potential problems with public perception of the operation before they become acute. This situation also affords government the ability to observe the daily operation in light of contractual obligations.

Sheltering Models and Trap Neuter/Release – TNR

During our interview with the Health Department Staff we learned that any form of jurisdictionally sponsored TNR program would meet the immovable requirement for annual rabies inoculation of all TNR cats. The nature of TNR programs includes the random, however coordinated trapping of cats, neutering them, "tipping" their ears for neutering identification, inoculating them and returning them to their habitats. There is simply no way of assuring that every TNR cat will be retrieved on an annual basis to meet the state's rabies inoculation requirement. We understood that this requirement would not apply to private citizens or organizations engaged in TNR.

The animal shelter is central to adoption of any TNR program in the community. Because government is bound by the Health Department's annual rabies inoculation requirement the Public/Public shelter model described above cannot support a TNR program.

Our budgets do not include Animal Control operations for either the Bi-Counties or the St. Mary's scenarios.

Animal Control's role in the animal welfare equation remains the same regardless of which shelter scenario is selected. St. Mary's County and Charles County will continue to operate their respective Animal Control Departments.

Current staffing of (at least) St. Mary's Animal Control does not provide coverage for specific positions necessary to shelter operation. These are included in our "Staffing Needs Analysis".

Whether or not Animal Control is re-located to a new shelter we have left its inclusion out of all scenarios as well as separating it out of our programming scenarios. This approach enables us to compare the actual shelter operations directly.

Inclusion of Animal Control in any of the scenarios will increase building size and thus operating costs.

This is also true of the possible inclusion of the St. Mary's County Sheriff's Department K9 unit.

Operations Budgets

The four "models" for building and operating include the potential of (A) governmental operation; (B) government/private (NPO) operation and (C) total private (NPO) operation.

For budget modeling the government/private NPO approach is problematic when considering shelter operation without knowing how the parties wish to divide responsibilities. As a result we will not develop budgeting for this scenario. Suffice it to say whatever government/private operation that emerges via negotiations would be budgeted as a hybrid of the models we will explore.

Our budget models are eight in total as follows:

Bi-Counties shelter –

1. "Standard" model – Private NPO Operated
2. "Standard" model - Government Operated
3. "No/Low Kill" model – Private NPO Operated
4. "No/Low Kill" model – Government Operated

St. Mary's stand alone shelter–

5. "Standard" model – Private NPO Operated
6. "Standard" model – Government Operated
7. "No/Low Kill" model – Private NPO Operated
8. "No/Low Kill" model – Government Operated

No two shelter operations are the same. Shelter budgets are complex and depend upon myriad factors. Our approach here is to provide our models in as close to "apples to apples" comparison as we can manage. This requires some assumptions and projections that we have qualified in our notes attached to the budgets.

The basis for budgeting comes from direct experience with a No/Low Kill shelter serving approximately 2,500 animals. This is augmented with budgeting information known to us from two similar organizations that we used as a means of corroborating our initial budget items and representative numbers.

The NPO models are more complex on both the income and expense sides than the government operated shelter as outside fundraising is crucial to the NPO scenarios and they will naturally increase funding to support the animals in their care. Those items that would not be pertinent to a

Our budgets are labeled:

for the Bi- Counties scenarios

NPO-6500 &

Govt-6500

for the St. Mary's scenarios

NPO-2500 &

Govt-2500

The 6500 and 2500 represent a rounding up of the calculated annual number of animals served in each case.

No Rent or Mortgage Payments

The budgets do not include rent or mortgage payments. Our reasoning for this is based on the assumption that government intends to build a shelter by way of a capital budget process so no "mortgage" would be expected.

In the case of an NPO building a shelter there would naturally be a Capital Campaign to cover all or most of the cost of a new shelter. Certainly rent could and should be a part of the equation if Animal Control or the Sheriff's K9 unit is housed in a private shelter but is omitted for clarity of comparison between the budget models.

government run operation have been omitted from those scenarios.

We also faced the challenge of determining the effect on income for a shelter serving multiple jurisdictions. Our model basis serves a single jurisdiction which generated its financial support and community participation. It stands to reason that a shelter serving more than one jurisdiction or community will naturally be less of a focus for each. How much? - There is simply no data to empirically determine what factor should be applied to accurately reflect diminished donations. We used a 1.3 multiplier as a *conservative approach* to adjust revenues for the Bi-Counties scenarios.

On the expense side we focused on adequate animal support for the "Standard" Government models and augmented that support for the No/Low Kill models, which is a natural consequence associated with adopting that strategy. We applied this to the NPO "Standard" models assuming an NPO would *attempt* to pursue a No/Low Kill approach under all circumstances.

We assumed the "Standard" shelters operated by government would be open to the public five days per week. We assumed all of the No/Low Kill scenarios would be open seven days per week.

Finally, we assumed a \$5.25 per capita "contribution" by government in all of the scenarios. This is derived from the information we provided from North Carolina shelter reports in our TCAS analysis and is consistent with (a bit below) the average there. This is further supported by the content of two agreements between NPO's providing sheltering for their local governments that are included in the study appendices. This basis is consistently applied to all budget scenarios.

The budgets all show negative income with our basis mode and the Government 2500 "Standard" Model both close to balanced. The eight budgets show differing magnitudes of "deficits". The comparison permits some observations that should aid St. Mary's County in determining its course.

From an operations budget perspective:

- NPO operation for the No/Low Kill scenario is the best choice for that scenario as NPO's can raise significant revenues from donations etc. that government is unlikely to match except with additional general fund dollars.
- Assuming funding of operations is calculated by population (per capita) St. Mary's will likely need to bring fewer dollars to the "Standard" stand alone shelter than it would to the same Bi-Counties operation.
- Government can probably limit its contribution to operations most effectively when NPO's operate the shelter.

Budgeting illustrates negative “Net Ordinary Income” for all scenarios with the Public Operated “Standard” shelter and the Non Profit Operated “No/Low Kill” shelter for St. Mary’s County both near break even.

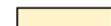
Note the lettered A-D column indicators at the bottom of each column for ease of comparison to the “Bi-Counties” equivalent to each of the “St. Mary’s Stand Alone” scenarios.

Some Fundamental Observations

1. Factors used to extrapolate both income and expenses for the Bi-Counties models cause their greater negative income values. *Altering those factors can decrease calculated negative incomes.*
2. Budget projections are based on the NPO 2500 No/Low Kill model with approximate balance. Similar balance is achieved in the Govt. 2500 model. This also supports the \$5.25/capita government funding.
3. Because of NPOs’ ability to raise funds by a variety of means they are best suited to run the No/Low Kill operations despite the apparent higher cost.

Ordinary Income/Expense	Bi Counties Shelter				St. Mary's County Stand Alone Shelter			
	Standard Shelter		No/Low Kill Shelter		Standard Shelter		No/Low Kill Shelter	
	NPO-6500	Govt-6500	NPO-6500	Govt-6500	NPO-2500	Govt-2500	NPO-2500	Govt-2500
Income								
Membership Dues	15,600		39,000		12,000		30,000	
Annual Appeal	52,000		130,000		40,000		100,000	
Memorial/Honorarium	36,400		91,000		28,000		70,000	
Adoption Fees	70,200	70,200	156,000	156,000	54,000	54,000	120,000	120,000
Government Funding	1,437,000	1,437,000	1,437,000	1,437,000	598,000	598,000	598,000	598,000
Grants	32,500	32,500	65,000	32,500	25,000	25,000	50,000	25,000
Special Events	52,000		130,000		40,000		100,000	
Thrift Shop	39,000		97,500		30,000		75,000	
Grooming	1,560		3,900		1,200		3,000	
Spay/Neuter	23,400		58,500		18,000		45,000	
Wellness Clinics	5,200		13,000		4,000		10,000	
Pet Supplies	31,200		78,000		24,000		60,000	
Interest/Dividend	520		1,300		400		1,000	
Miscellaneous	1,560		3,900		1,200		3,000	
Total Income	1,798,140	1,539,700	2,304,100	1,625,500	875,800	677,000	1,265,000	743,000
Expenses								
Office Supplies/Postage	50,000	5,000	50,000	5,000	30,000	5,000	30,000	5,000
Printing & Advertising	25,760		38,640		10,000		15,000	
Animal Supplies	193,200	193,200	322,000	322,000	75,000	75,000	125,000	125,000
Insurance	40,000	40,000	40,000	40,000	20,000	20,000	20,000	20,000
Salaries and Wages	1,194,038	916,598	1,431,960	1,246,960	664,054	389,094	768,946	718,946
Employee Benefits	47,762	265,813	57,278	361,618	26,562	112,837	30,758	208,494
Employee Medical Expenses	7,728		7,728		3,000		3,000	
Repairs and Maintenance	43,093	43,093	66,420	66,420	18,513	18,513	29,055	29,055
Conference/Seminar	12,880		25,760		5,000		10,000	
Gas Auto	25,760	12,880	25,760	12,880	10,000	5,000	10,000	5,000
Utilities	74,157	74,157	114,300	114,300	31,858	31,858	50,000	50,000
Telephone	10,000	10,000	10,000	10,000	5,000	5,000	5,000	5,000
Professional Fees	10,000		15,000		6,000		10,000	
Outside Vets	25,760	25,760	25,760	25,760	10,000	10,000	10,000	10,000
Taxes FICA Employer	91,344		109,545		50,800		58,824	
Taxes Licenses	3,864		5,152		1,500		2,000	
Service Charge & Fees	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Credit Card Expense	12,880	5,152	12,880	5,152	5,000	2,000	5,000	2,000
Dues and Subscriptions	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Fundraising/Special Events	20,800		52,000		16,000		40,000	
Pet Supplies	5,200		13,000		4,000		10,000	
Thrift Store	13,000		32,500		10,000		25,000	
Volunteers	2,576		2,576		1,000		1,000	
Training Supplies	6,440		7,728		2,500		3,000	
Miscellaneous	2,576	2,576	2,576	2,576	1,000	1,000	1,000	1,000
Grooming	521		1,303		401		1,000	
Total Expense	1,921,338	1,596,229	2,471,867	2,214,667	1,009,187	677,301	1,265,584	1,181,495
Net Ordinary Income Subtotal	-123,198	-56,529	-167,767	-589,167	-133,387	-301	-584	-438,495
Equivalent Scenarios	A	B	C	D	A	B	C	D

Vet and Vet Tech included in staffing numbers in all categories
 Note: Standard models use "Core Shelter " basis = minimum budget
 No/Low Kill use "Core Shelter" + Added Functions = maximum Budget

 Green Shaded column = budget scenarios basis

Salary assumptions are a significant factor in the projected budgets. Salaries and related benefits are the largest line items in every scenario.

NPO Operations

Allocation of senior staff is increased for the Bi-Counties scenarios due to the significantly larger organization required to support 2.6 x the number of animals in the St. Mary's scenarios. In some cases compensation is increased as well.

NPO operated shelters for both the "Standard" and "No/Low Kill models are assumed to be open to the public 7 days per week.

Government Operations

No Executive Director or Development/Marketing Coordinator is included in these scenarios as those positions are focused on fund raising which is minor to non-existent in a government operated shelter.

Government operated "Standard" scenarios are assumed to be open to the public 5 days per week with the "No/Low Kill" models assumed at 7days.

Staffing Needs Analysis				
NPO Operations				
Function	Bi-County 10 Day	Bi-County 14/21 Day	St. Mary's 10 Day	St. Mary's 14/21 Day
Exeutive Director	\$ 125,000	\$ 125,000	\$ 100,000	\$ 125,000
Development/Marketing Coordinator	\$ 75,000	\$ 75,000		
Director of Operations	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Asstant Director of Operations	\$ 55,000	\$ 55,000		
Front Desk Manager	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Asst. Front Desk Manager	\$ 55,000	\$ 55,000		
Front Desk Staff	3 FTE x 7 Days	4 FTE x 7 Days	2 FTE x 7 Days	2 FTE x 7 Days
@\$15.00/Hr.	\$ 131,400	\$ 175,200	\$ 87,600	\$ 87,600
Volunteer/Foster/Rescue Coordinator	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Ast. V/F/R Coordinator	\$ 55,000	\$ 55,000		
Veterinarian in Charge	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Vet Technician	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Vet Technician 2	\$ 60,000	\$ 60,000		
Animal Care Staff - Kennel Techs	7.21 FTE	12.75 FTE	2.61 FTE	4.89 FTE
@\$12.00/Hr.	\$ 252,638	\$ 446,760	\$ 91,454	\$ 171,346
Totals	\$ 1,194,038	\$ 1,431,960	\$ 664,054	\$ 768,946
Government Operations				
Function	Bi-County 10 Day	Bi-County 14/21 Day	St. Mary's 10 Day	St. Mary's 14/21 Day
Shelter Manager	\$ 125,000	\$ 125,000	\$ 75,000	\$ 75,000
Asstant Shelter Manager	\$ 75,000	\$ 75,000		\$ 75,000
Front Desk Manager	\$ 75,000	\$ 75,000		\$ 75,000
Front Desk Staff	3 FTE x 5 Days	4 FTE x 7 Days	2 FTE x 5 Days	2 FTE x 7 Days
@\$15.00/Hr.	\$ 93,960	\$ 175,200	\$ 62,640	\$ 87,600
Volunteer/Foster/Rescue Coordinator	\$ 75,000	\$ 75,000		\$ 75,000
Asst. V/F/R Coordinator		\$ 55,000		
Veterinarian in Charge	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Vet Technician	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Vet Technician 2	\$ 60,000	\$ 60,000		
Animal Care Staff - Kennel Techs	7.21 FTE	12.75 FTE	2.61 FTE	4.89 FTE
@\$12.00/Hr.	\$ 252,638	\$ 446,760	\$ 91,454	\$ 171,346
Totals	\$ 916,598	\$ 1,246,960	\$ 389,094	\$ 718,946

Our budgeting approach cannot take into absolute account the myriad decisions that will need to be made for operation of a new shelter nor the many permutations that can occur if St. Mary's elects to operate the shelter jointly with an NPO.

While we have assisted communities that have developed hybrid shelter operations we are not privy to the details of their financial or legal arrangements.

Our examples of No/Low Kill experience in Charlottesville, VA and Bloomington, IN represent an NPO operated shelter and a Government operated shelter respectively. Our models demonstrate that the NPO operation for No/Low Kill is more affordable despite higher costs due to greater fundraising capabilities.

Suffice it to say that a jointly operated shelter would likely be able to take advantage of an NPO's fund raising avenues, but to what degree is difficult to predict.

So the intent of our budgeting is to provide St. Mary's County with order of magnitude comparisons as part of its basis for determining direction. Clearly, once the basis for shelter operation is settled upon a more detailed budget may be prepared by the party or parties responsible for that operation.

Notes Related to Budget Preparation

Budget basis is derived from example budgets for No/Low Kill animal shelters serving +/- 2,500 animals per year. This has been extrapolated to flesh out the 7 other budgets with the following notes:

Income Side

1. Income calculations for all Budgets assumed to be Non Profit Organizations (NPO) operated assume maximum effort at fundraising. The budgets for Government operated scenarios assume minimal fundraising beyond basic government funding.
2. Government funding for all scenarios is based on \$5.00 per capita of human population. This is a reasonable basis given experience cited in North Carolina reports of sheltering cost to jurisdictions as well as the basis for sample contracts between NPO's and gov'ts
3. Shelters serving a distinct community or county are assumed to provide better identification for residents and therefore can garner the maximum level of donations. Single County No/Low Kill is calculated at 100%; Standard is calculated at 40% of the maximum
4. Bi-Counties scenarios are based on a multiplier of 1.3x the Single County No/Low Kill basis due to reduced identification by the public

Expense Side

Expenses are based upon number of animals served and, where applicable on assumed square footage of the shelter scenario. We base all scenarios on "Core Shelter" identified square footage for "Standard" shelter scenarios and "Core Shelter + No/Low Kill" added square footage for those scenarios as follows:

"Block" shading relates to each scenario in the budgets

	Background Bases		With Added Functions
Animals	Bi-Counties		nic. ACO or K-9 Space
Standard	6,500	17,237 SF	21,187 SF
No/Low	6,500	22,618 SF	26,568 SF
	St Mary's Alone		
Standard	2,500	7,405 SF	9,105 SF
No/Low	2,500	9,922 SF	11,622 SF

Note: No ACO space or K-9 space included in any scenario

1. Expenses based upon number of animals for the Bi-Counties scenarios multiply the single, stand alone by 2.576 accounting for the difference between the increased number of animals when both counties are participating
2. Expenses for utilities @ SF x \$4.30; for Repairs & Maintenance SF x \$2.50.
3. Salaries for Government include "benefits" as observed in the TCAS budgets @0.29x.
4. Salaries for NPO's include typical benefits @0.04x and Employer FICA@.0765 is separated.
5. All scenarios assume inclusion of a staff veterinarian and a staff vet-tech. This assumes lower cost vs. cost of outside Vet services.
6. Salaries for kennel techs are based on HSUS and NACA recommended 15 minutes per animal for cleaning and feeding
7. No/Low Kill scenarios include salaries for an Executive Director and a Development Director - None for "Standard"
8. "Standard" scenarios include appropriate costs to support the animals with no costs for fundraising etc.
8. Rent and/or Mortgage costs are omitted from expenses - Income for NPO scenarios has been reduced to offset.

Conclusions:

All scenarios include negative income when expenses are subtracted from income. This illustrates the difference between the assumed \$5.25 per capita assigned as "government funding" and projected need based on costs of providing sufficient animal care. In the Government operated scenarios this difference would need to be funded. In the NPO operated scenarios the difference would be made up with additional NPO fundraising.

Our NPO income assumption that the "Standard" scenarios will only be able to adopt 45% as much as the No Kill scenarios has no absolute basis and could be much better with significant effort on the part of shelter staff.

We can only make assumptions about the 1.3 multiplier of income for the Bi-Counties scenarios. With significant effort by shelter staff this factor could certainly be increased. So our scenarios are less a reflection of absolute budgeting and more a reflection of what magnitude of differences are likely between the various scenarios. Clearly, a well managed NPO has the advantage of seeking income from a variety of sources and can respond with program and shelter support accordingly. Government cannot count on this avenue as public perception will be that the shelter is already funded with tax dollars.

The public survey offered by St. Mary's County as part of this study demonstrates strong support for a county centered animal shelter.

The survey further reveals support for a public/private partnership; support for a TNR program and for funding the higher cost of a No/Low Kill approach.

Responses to questions regarding contributions are somewhat mixed with many of the respondents not *committing* to "donate" (only 391 out of 1,053 responded - "moderate").

This is followed by further mixed results regarding donations to either a public (tax funded) vs. a private, non-profit shelter. Nearly everyone responded to these questions with results that are not obvious:

"Are you less or more likely to donate if it's a public (tax funded) shelter?"

None - 335
Less - 291
More - 426

"Are you less or more likely to donate if it's a private, nonprofit shelter?"

None - 293
Less - 121
More - 638

There appears to be a slight advantage to the nonprofit shelter.

Engaging an NPO for Shelter Management

During our interviews, both St. Mary's Animal Welfare League (SMAWL) and The Humane Society of Charles County (HSCC) expressed interest in managing the new shelter for St. Mary's County should the County determine to build its own shelter.

HSCC is amidst plans to expand its operation and sheltering capabilities. If successful, it is possible that sheltering in Charles County could take a very different course than the current assumed plan to pursue a Bi-Counties shelter with St. Mary's County. While this scenario may or may not come to fruition it is important to consider as a possibility.

We have suggested that the community nature of animal welfare and sheltering makes it most effective when centered in the community the shelter serves. If St. Mary's County decides to pursue a County based shelter and wishes to engage an NPO to either partially or fully operate the shelter the more obvious choice of NPO's is SMAWL.

Formed in 1990 by citizens interested in furthering the humane treatment of animals in the County, SMAWL been operating for twenty seven years. This organization is already connected to various rescue groups; offers low cost spay/neuter; is engaged in public education; works with St. Mary's County Health Department offering low cost rabies vaccinations; works with St. Mary's County Animal Control at a variety of levels and operates its "Cat Castle Rescue Center.

While SMAWL has little or no experience operating a state of the art animal shelter, as the designated managers of a St. Mary's No/Low Kill shelter it would be in a position to engage the services of an experienced Executive Director and other essential senior staff who would bring the critical shelter management experience to the management team.

We are including in our appendices sample agreements between two different Virginia SPCA's and the local governments for whom they provide sheltering services. Virginia has enacted very specific regulations for "public shelters" that are central to the agreements providing a sound basis for scope of services and standards. These may be used by St. Mary's County as a starting point for discussions with SMAWL or other interested humane groups that are qualified to provide sheltering services.

"The location has not been selected. For the Bi-County options it is reasonable that a location in the northern section of St. Mary's or Southern section of Charles would be equally convenient. For the St. Mary's independent option, a centralized site within the County with water/sewer access is preferred." RFA #1715

Site Selection



The charge of RFA #1715 includes reference to locations for either a new Bi-Counties Shelter or for a stand-alone St. Mary's Shelter.

No site for a Bi-Counties Shelter was suggested by County Staff with whom we met to discuss potential locations. County Staff was able to identify two potential sites for a new stand-alone St. Mary's County Shelter and SMAWL suggested a third that it had purchased to develop a private shelter.

Selecting a New Bi-Counties Shelter Location

As suggested by the RFA, location of a new Bi-Counties Shelter should be near the St. Mary's/Charles County line either in Northern St. Mary's or Southern Charles. The TCAS shelter is located in Southwestern Charles County. That location was selected at the time because of its relatively central location for all three participating Counties.

While the St. Mary's County Master Plan map above illustrates the populous areas of St. Mary's County, it does not include those for Charles County. The map shows clearly that the majority of the population of St. Mary's County lies more or less slightly south of its geographic center. On the other hand, Charles County's populous areas are centered closer to its northern border with Prince George's County.

While the RFA refers to the concept of locating a Bi-Counties Shelter close to the St. Mary's/Charles border as "equally convenient", it can also be characterized as "equally inconvenient" because of the distance from population centers of both counties.

During our interviews we requested St. Mary's Animal Control office estimate the daily mileage ACO's traveled to deliver animals to the TCAS shelter *in excess of what would occur if TCAS were close to central St. Mary's County*. The estimate presented was 150 miles per day times 5 days per week. This amounts to approximately 39,000 miles each year. There is more than direct cost of fuel and vehicle wear and tear. ACO's report their need to carry animals in their vehicles for long periods of time, often requiring idling of the vehicle to assure animals are either kept warm or cool depending upon the time of year.

Other stakeholders acknowledged quite universally the inconvenience to St. Mary's residents traveling to TCAS. The same complaint must also be heard in Charles County.

We believe locating a new Bi-Counties Shelter near the St. Mary's/Charles County line represents a built in negative for folks from either County wanting to adopt animals. While a new building may offer a more enticing environment for potential adopters the long drive from the populous areas of each County will continue to serve as a significant deterrent to their frequenting the shelter. One of the important considerations in locating a new shelter is ease of access to the public in order to increase adoptions, increase volunteer activity and offer more efficient ACO activity.

Selecting a St. Mary's County Shelter Location

We visited the three sites recommended by County Staff and SMAWL. All three are located close to MD Route 235. Two would require private well and septic systems the third would have access to public water & sewer. We provide an analysis of each as follows:



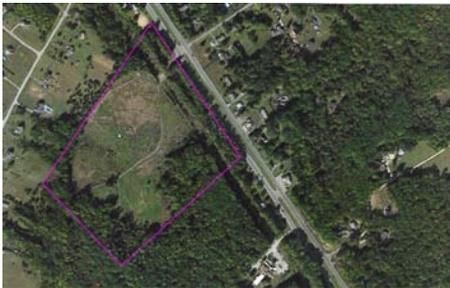
Site A – SMAWL owned property

This site is the farthest from the center of the County of the three possible sites.

This site is located approximately ¼ mile West of Route 235 on Loveville Road. The site is approximately 6 acres, relatively flat, partially open and partially wooded. It has an existing house and an outbuilding but is otherwise free of development.

The site does not have access to public sewer and water. The existing well on the site may be reusable; however a new septic system will be required. We met with representatives of the County Planning and Zoning Department who suggest that positive percolation must be established prior to clearing the site for development as a shelter.

The site will require road improvements for ingress and egress per MD DOT.



Site B – Three Notch Park

This site is closer to the center of the County by approximately six miles. It is located on the West side of Route 235 across from Joy Lane. The site is largely cleared. The County owns this site.

The site was formerly occupied by a wood treatment operation. We were informed that necessary remediation had been accomplished by removal of a substantial amount of soil. There was no ability to provide written confirmation of the site's "clean bill of health". This could be a serious issue requiring positive resolution prior to proceeding with selection of the property.

There are some 96 acres associated with the property making it more than ample to support an animal shelter for the County but only a portion is likely to be available for that use. This would be a second issue to be positively resolved prior to proceeding with selection of the property.

The site does not have access to public sewer and water. Private well and septic will need to be developed. Like Site A positive percolation for septic must be established.

It appears the site has a deceleration lane from Route 235 but this must be cleared with MD DOT as an adequate design.



Site C – F D Roosevelt Blvd.

Our understanding from County Staff is that this site, adjacent to the County Landfill, is owned by the County. The site lies southwest of “Settler’s Landing Apartments” and west of F D Roosevelt Blvd. or what could be its continuation.

The site is completely wooded. It slopes westward into what appears to be a fairly low lying bowl so it is difficult to assess how much acreage would be available without solid topographic data. It does appear; however there should be sufficient developable area to support a County Shelter.

The site is the closest of the three to the center of the County. The site has access to both public water and sewer.

Because this site is adjacent to residential areas care must be taken to provide sufficient buffers from those properties to control sound emanating from the shelter.

General Notes on Site Selection

County Staff suggested the selection of a site would become more relevant at such time as the County understood its options and size(s) of potential shelters. Until the sheltering need can be defined, site selection would not receive the level of attention it may deserve but certainly will at the appropriate time.

There is no better solution than to locate a new animal shelter on land that can easily access public sewer and water. Shelters; however do not use as much water as one would intuitively assess. We had the opportunity to gather records from a 7,000 SF shelter we designed in Beaufort County, NC that accessed public utilities. We discovered that annual water consumption was not much greater than that attributable to a single family residence. With demonstrated percolation and sufficient site size for development of a private septic system, land that is not accessed by public utilities need not necessarily be removed from consideration.

Too often animal shelters are located far from population centers – essentially making them non-visible. As with many recent changes in the sheltering paradigm the highly visible animal shelter is becoming the norm. Visibility and access are proven to improve sheltering outcomes and definitely encourage greater community participation in the overall sheltering mission. Well run shelters are often open on weekends and often find themselves the center of social activity.



Appendices

Appendix A – St. Mary’s Shelter Project Survey

Appendix B – Stakeholders Interviews Schedule & Results

Appendix C – NPO/Jurisdiction Sample Contract

Appendix D – Bi Counties Shelter Draft Contract

Appendix E – NPO Executive Staffing Position Descriptions

Appendix F – Comparison Matrix of Shelter Models

Appendix G – No Kill Success Overview

Appendix A

St. Mary's County Shelter Survey Results

St. Mary's County received 1,053 results from a website survey regarding animal welfare and the study to develop a new shelter with 82% coming from residents of St. Mary's County.

While 47% viewed themselves as Animal Advocates, another 43% defined themselves as Other, with no option to write in.

A resounding 91% believe each county should have their own shelter with respondents suggesting it should be located in: Leonardtown (192); Hollywood (157); California (96); Mid-county (86); Mechanicsville (80); Lexington Park (61). Numerous respondents expressed an interest in 5 or more acres accessible by the public to increase adoptions.

The programs, services, and features that a majority believed were necessary was Shelter Vet; no (low) kill policies and procedures; pets having access to the out of doors pet food bank; active foster program; well trained and utilized volunteers; helpline desk to keep people with their pets; spay/neuter services; and low cost medical services.

The programs, services, and features that a majority believed were nice to have were Shelter Vet Clinic; community education room; training classes; grooming/bathing facility; dog park; walking trails; indoor play area for inclement weather; Salliport for bringing in animals; communal living for pets that get along; barn for farm animals; and workstations for volunteers.

The programs, services, and features that a majority believed were *not necessary* were an agility course and retail space.

A resounding 86% believed the care of homeless animals is a responsibility of a partnership between the public and private function.

Only 31% said they were comfortable taking an unwanted or homeless animal to the current TCAS shelter, expressing a variety of alternatives such as a rescue or humane group. There were numerous references to having nowhere safe to take animals including negative responses about the current sheltering at TCAS.

The qualities an animal shelter would need to make them comfortable is no (low) kill (55%); cleanliness (11%); caring, well trained competent staff and volunteers (11%); climate controlled; comfortable, safe housing (4%); vet facility able to care appropriately, with medical/housing needs (4%); adoption program (4%); foster/volunteer program (4%). There were again numerous comments reflecting shortcomings of the current sheltering situation.





The respondents had a great working knowledge of the two-common meanings of “No/Low Kill”; “*no medically or behaviorally treatable animals are euthanized*”, 66% and “*Over 90% of the animals leave the shelter alive.*” 44%. Only 17% believe it means no animal is euthanized ever and only 3% believes that only pit bulls or bully breeds are euthanized.

The respondents had a great working knowledge of TNR with 82% understanding they were returned to the colony from which they came as opposed to holding them until an owner is found or dropping them at a local farm. 86% believe the county should fund a TNR program.

When asked about their comfort of current Bully Breed Policy “*To not adopt the following types of dogs: American Pit Bull Terrier, Staffordshire Terrier, American Staffordshire Terrier breed, American Bulldog breed, Bull Terrier B breed, Olde English bulldog breed, Valley Bulldog breed, Can Corso breed, Mastiff breed, Great Dane breed, resa Canario breed, Dogo Argentino, Boerboel breed, Fila brasileiro breed, or dogs which have the appearance of being predominately of these breeds*) “ - 77% thought it is a bad idea to group dogs behaviors.

87% understand that the Animal Control Officers’ role is to ensure the humane care and treatment of animals and to encourage responsible pet ownership.

94% would support the county funding the higher cost of animal care to become no (low) kill.

Respondents seemed “lukewarm” to donating to their local shelter but more likely to donate if it’s to a nonprofit shelter.



Survey results follow this summary:

St. Mary's County Shelter Survey Results

Total Count = 1053

In what county do you reside?

St. Mary's - 863

Charles - 137

Other - 52

What is your role with the Animal Care function? (Check all that apply):

County Employee - 51

Animal Welfare Volunteer - 141

Animal Care/Control Employee - 31

Current Shelter Employee - 10

Animal Advocate - 497

Donor - 192

Other - 450

How familiar are you with the current Tri-County Shelter?

Not At All - 54

A Little - 384

Fairly Familiar - 407

Quite Familiar - 207

Do you believe each county should have their own shelter or share with another county?

Each their own - 961

Share - 91

Where in your community would be a good location for an animal shelter?

See Appendix A

If your county built their own shelter what types of services would you want to see included?

Shelter Vet Not Necessary - 60 Like To Have - 437 Necessary – 555	Shelter Vet Clinic Not Necessary - 131 Like To Have - 550 Necessary - 371	Community Education Room Not Necessary - 265 Like To Have - 535 Necessary - 252
Training Classes Not Necessary - 163 Like To Have - 648 Necessary - 241	Grooming/Bathing facility Not Necessary - 236 Like To Have - 478 Necessary - 338	Dog Park Not Necessary - 236 Like To Have - 523 Necessary - 293

<p>Agility Course Not Necessary - 571 Like To Have - 427 Necessary - 54</p>	<p>No (low) kill policies and procedures Not Necessary - 41 Like To Have - 156 Necessary - 855</p>	<p>Retail Space Not Necessary - 620 Like To Have - 367 Necessary - 65</p>
<p>Walking Trails Not Necessary - 300 Like To Have - 595 Necessary - 157</p>	<p>Indoor play area for inclement weather Not Necessary - 89 Like To Have - 502 Necessary - 461</p>	<p>Pets having access to out of doors Not Necessary - 19 Like To Have - 217 Necessary - 816</p>
<p>Sally port for bringing animals in Not Necessary - 85 Like To Have - 505 Necessary - 462</p>	<p>Communal living for pets that get along Not Necessary - 89 Like To Have - 632 Necessary - 331</p>	<p>Barn for farm animals Not Necessary - 117 Like To Have - 525 Necessary - 410</p>
<p>Workstations for volunteers Not Necessary - 90 Like To Have - 544 Necessary - 418</p>	<p>Pet Food Bank Not Necessary - 46 Like To Have - 374 Necessary - 632</p>	<p>Active Foster Program Not Necessary - 13 Like To Have - 174 Necessary - 865</p>
<p>Well trained and utilized volunteers Not Necessary - 8 Like To Have - 128 Necessary - 916</p>	<p>Help Line/Desk to keep pets with their parents Not Necessary - 44 Like To Have - 384 Necessary - 624</p>	<p>Spay/Neuter Services Not Necessary - 37 Like To Have - 182 Necessary - 833</p>
<p>Low cost medical services Not Necessary - 62 Like To Have - 379 Necessary - 611</p>		

Do you think the care of homeless animals is a public responsibility, private responsibility or partnership of the two?

Public - 124
Private - 21
Partnership of the two - 907

Do you feel comfortable taking an unwanted or homeless animal to your current public shelter (Tri County Animal Control)?

Yes - 327
No - 725

If not, where would you take an unwanted or homeless animal?

See Appendix B.

What qualities in an animal shelter would make you comfortable taking an unwanted animal?

See Appendix C.

What is your understanding of the definition of no (low) kill? (Check all that apply):

No animal is euthanized ever - 183

No medically or behaviorally treatable animal is euthanized - 702

Only pit bulls or bully breeds are euthanized - 30

90% or over of the animals leave the shelter alive - 468

What is the definition of TNR?

Trap, neuter and release feral cats to live in the colony from which they come - 860

Trap, neuter and reclaim, holding cats until their owner reclaims them - 80

Trap, neuter and relocate – fixing cats and dropping them at a local farm - 112

Do you think the county should fund a TNR program in your community?

Yes -906

No -146

What is your level of comfort regarding the current bully breed adoption policy at TCAS? (To not adopt the following types of dogs: American Pit Bull Terrier, Staffordshire Terrier, American Staffordshire Terrier breed, American Bulldog breed, Bull Terrier B breed, Olde English bulldog breed, Valley Bulldog breed, Can Corso breed, Mastiff breed, Great Dane breed, Presa Canario breed, Dogo Argentino, Boerboel breed, Fila basileiro breed, or dogs which have the appearance of being predominately of these breeds)

Good Idea - 68

Good for some breeds - 169

Bad Idea to group dog's behaviors - 815

What is the role of the Animal Control Officer in your community?

Pick up and euthanize people's pets - 93

Ensure the humane care and treatment of animals and to encourage responsible pet ownership. - 912

Police Officer who checks on animals in their extra time - 47

Would you support the county funding the higher cost of animal care to become no (low) kill?

Yes - 991

No - 61

How likely are you to donate to your local shelter?

Less - 65
Moderate - 391
Highly Likely - 0

Are you less or more likely to donate if it's a public (tax funded) shelter?

None - 335
Less - 291
More - 426

Are you less or more likely to donate if it's a private, nonprofit shelter?

None - 293
Less - 121
More - 638

Appendix A

Best Location	Submissions
Leanordtown	192
Hollywood	157
California	96
Mid county	86
Mechanicsville	80
Lexington Park	61
Charlotte Hall	32
La plata	32
Waldorf	32
Hughesville	20
Callaway	16
Loveville	16
White Plains	15
Current Shelter	14
Great Mills	11
Rural Area	11
Anywhere	10
Ridge	8
Southern St Marys	6
Indian Head	5
Oakville	5
Prince Frederick	5
Indian bridge road	4
St. Mary' s County	4
State owned acreage	4
Wildewood	4
7th district	3
Dameron	3
Valley Lee	3
Dunkirk	2
Lusby	2
Park Hall	2
Port tobacco	2
Solomon' s	2
Store front for adoptions	2
A farm is a large enough land to protect a great amount of helpless animals. Such as horses, cats and dogs.	1
A location with enough space to provide shelter for farm animals as well as household pets.	1
Accokeek	1
An area in the RPD zoning to accept animals of all types.	1

Appendix A

An area that is excluded from any main road or neighborhood and will allow for proper fenced yard space for the dogs to get out and run around. It is very food for their well being to have outside time and to be able to socialize with people and dog	1
Any location with access to a major roadway	1
any open area that is easily accessible and gives space for the animals	1
Bel Alton	1
big peice of land off 5 or 235 where the shelter could offer outdoor play time areas and spacious kennels for the animals.	1
by a place where residents already go	1
calvert	1
Cheapest land available	1
Close to where the majority of the population is, more visitors more donations and if there' s a place to put in a walking path even better	1
Current empty SMAWL house on Loveville Rd	1
Easily accessible but away from busy streets, noise etc.	1
Glasva	1
Golden beach	1
Greenwell State Park	1
Hermanville area	1
High population area or business area for increased likeleyhood of adoption	1
Huntingtown	1
I do not think the county should pay a dime for an animal shelter. Volunteers or nothings.	1
In each county in a public place where people notice it	1
Industrial area allowing for ample room and expansion	1
large plot of land	1
morganza	1
Most people populated places so access to injured,missing and or abandoning animals will be more convient.	1
Nanjamoy	1
Near a pet store or other stores, not in a remote location	1
Near St. Clements Shore Area	1
Newburg, Welcome	1
Next to a park so prospective parents can take the dogs for walks.	1
Northern Calvert	1
Not sure, somewhere easy accessible but with plenty of outdoor space. Not north county, that' s an hour away from here. Somewhere more central.	1
on 228, there is a vacant building that used to be a bar. it has been vacant for over 2 years. not sure of the address. It has a nice parking lot and alot of land around it. I do believe the name of the bar was the blue crab.	1
Possibly SOuthern Charles County, in the general area of the Fairgrounds if the land were available. It would be off a main road (301) and easy to get to. Oh, how I dislike having to go through that %!#@@!\$ "peanut" thing to get to the shelter now.	1
Redgate	1

Appendix A

Rt 5& RT235	1
Rt. 247 & 235	1
Rural Area	1
Somewhere accessible to most county residents	1
somewhere along route 228	1
Summerseat	1
Take over an abandoned business and remodel into a shelter, regardless of location.	1
Tear down that eyesore market and put that land to good use clean up our County	1
The best price for land and to build. If a person won' t drive 35 min. for this service they are near useless.	1
The Lexington Exchange	1
Western County	1
Wherever best space to build top facility	1
	1

Appendix B

Where would you take an unwanted animal?	Responses
A rescue group	208
Take Home\Keep It	157
A no kill shelter	69
SMAWL	45
Humaine Society	42
Foster home	36
Charles County Humane Society	26
Try to find a home myself	21
Vet	13
Feral Cat Rescue	12
Animal welfare group	11
Calvert County Humane Society	9
Calvert Animal Welfare League	7
Tri County Animal Shelter	6
ARF	4
Second Hope Rescue	4
Animal Control	3
Anywhere but Tri County	3
Calvert	3
Last Chance Animal Shelter	3
Nowhere locally at the moment	3
Shelter	3
Well Pet Clinic	3
farm	2
No where else to take them	2
PAWS	2
St. Mary' s County	2
A cleaner facility that' s safe for all the animals in need. They need to be cool in summer, warm in winter as well as fed and loved properly	1
A loving facility that trained unwanted into adoptable pets and training classes for those who adopt.	1
A place a little higher standards	1
Alexandria	1
All the animals we have ran across, we kept them safe and fed until we could find a good home for them. My Vet, Companion Care has been a Godsend with helping us with our litters of kittens, and we have taken on responsibility of caring for community	1
Animal Hospital where they wont euthanize immediatly and will either call a rescue or adopt out themselves	1
animal shelter	1
Any where else	1
Ask friends	1
ASPCA	1
Don' t want them put down.	1
Euthanized	1
HSCC or Last Chance	1
Humane Rescue Alliance	1

Appendix B

I don't get an animal I cant take care of...	1
I don't like sending a healthy pet to its death.	1
I'm not sure	1
I personally wouldn't take it anywhere. I feel like it has a better chance of survival being left alone in the wild than left at a shelter to be euthanized.	1
I've never been in a situation as to where I found an animal that was homeless. I'd do anything I could to find the owner if it ever came to that point.	1
I've never not wanted my pet.	1
I would never take an animal to a shelter that euthanizes.	1
I would seek out anyone that would like to loom after the animal	1
I would still take them there but it makes me uncomfortable because I don't want them to be	1
I would take an animal there because I don't know any other options but I would not feel	1
I wouldn't if it were my pet. When you get a pet, it is family and they don't get disposed of like trash. However, should I find a pet (which has happened quite a few times), I take to get to see if it is microchipped, then post on Some lost pets.	1
I wouldn't.	1
It is a kill shelter	1
Likely, I wouldn't	1
My pets are wanted.	1
No good options in this area!	1
No idea	1
Not sure but would like post something like "home needed for..."	1
Not sure, would need to find some alternative	1
Post for help online	1
Prince Frederick animal hospital	1
Prince George's Animal Services Facility	1
Private shelter	1
Release	1
Rescue angels	1
Round Table Haven Animal Rescue	1
Sell to a good owner	1
Some place closer to Leonardtown	1
Somewhere I could trust. As of now, I do not think any of the shelters in the area are safe.	1
SPCA in Annapolis	1
Sugar Faces	1
The politics at the current shelter make me leery to drop any animal	1
the recent news articles described bad conditions, and I do not know where I would feel comfortable	1
There is no option... Current options lead to the animals death	1
This unfortunatly is the only option but its awful	1
Tiny Toes Kitten Rescue	1
TNR and provide suitable shelter and food in a safe place.	1
To other shelters out of the county or rescues	1
Virginia Shelters	1
You tell me, there is a great need in this county for a facility that will accept, treat and house animals.	1

Appendix C

What qualities in an animal shelter would make you comfortable taking an unwanted animal?	Responses
NO KILL	489
Cleanliness	114
Caring, Well Trained, Competent Staff/Volunteers	113
Low kill	87
Climate controlled, comfortable, safe housing	44
Vet Facility able to care appropriately with medical / housing needs	43
Adoption program	40
Foster program	26
Friendly Workers who genuinely care about the animals and people.	15
Breed Neutural Policies	14
Humanely treated	10
Adaquate Staffing	8
Volunteers would socialize & exercise animals.	8
Behavioral analysis	7
TNR for feral cats. Better adoption policy for bully breeds.	7
Not crowded, well kept shelter	5
Proper care	5
safe & clean environment equipped with knowledgeable people	5
quality of facility & staff	4
adequate space and facilities for safely housing animals	3
facilities	3
location	3
Not over populated	3
animal advocates	2
FUNDING	2
Health of the animal	2
KINDNESS	2
Not feeling guilty for trying to help an animal that' s been abanoned or is roaming around lost	2
public education	2
well maintained\equipt facilities.	2
Well publicized, good reputation	2
Accurate animal histories.	1
active/up to date way for people to look for there lost animal	1
affordability	1
Any homeless animal should be sheltered	1
Anything all animals deserve a home it doesn' t matter to me	1
As long as it was taken care of	1
Background checks on adoptors	1
Be close to home.	1
Being a kill shelter or an organization that transfers animals to a kill shelter	1
better web sites and newspaper to show available animals	1
bright facilities	1
calm atomsphere	1
central location	1
closer to my home	1

Appendix C

common sense	1
communal living for pets that get along, background checks of adoptable families	1
Communication, cost, training for animals	1
community recommended	1
convenient location	1
drop off location, 24 hour hotline number to call	1
education programs for prospective adopters, etc.	1
efficient	1
engaging environment for the animals.	1
ethics, consideration, communication, a good public relationship.	1
Euthanasia of healthy animals	1
Euthanize only for health issues. Quality time for play and exercise, food, and medical.	1
Feeling confident of outcome	1
Following the same successfully proven methodologies of the Fairfax County Animal Shelter	1
Food, shelter and well trained staff.	1
full staff of volunteers	1
Good areas for socialization	1
Great living conditions	1
Have many options to help the animal before that final shot	1
healthy food, medical care, socialization	1
High kill shelter	1
high kill, no vet,	1
Home	1
housing conditions	1
Human contact and socialism for the animal.I am a current and previous owner of shelter pups.	1
HVAC, adequate space, care for all the animals	1
I dont have unwanted animals	1
individual attention	1
informational	1
Inviting Community to different activities for support of the shelter.	1
Just a community based shelter where volunteering is promoted	1
Kennel environment, kill shelter	1
kennels in quieter areas for excessively stressed animals, open dialogue with public/social media.	1
knowing they are taken care of	1
Knowing they check the animal for social personality.	1
lack of care, overcrowding, kill shelter	1
large play area large amount of community volunteers	1
Less crowded. No kill due to overcrowding. No killing bully breeds	1
local access	1
low or no demands for money for a better adoption chance.	1
More familiar, closer to home because that would mean of lost closer to family	1
New board of directors	1
No air conditioning, kill policy?	1
No cages. "Open" area like a stall in a barn.	1
Non aggressive	1

Appendix C

Non judgmental staff, clean, spacious, play areas	1
nurturing	1
open 24 hr for emergency animal rescue/intake	1
Open, non biased	1
Organized procedures that all people that work or volunteer are familiar with and have to follow, clean and well kept facility for the animals, and organization with rescue groups to help when needed.	1
overcrowded, and a processes for verifying the animals are going to good homes. Also some basic educational information provided to their customers so they know how to care for the animal.	1
paid trained staff with trained volunteers, ability to tour animal area so that you know no one' s hiding poorly cared for animals	1
passionate staff, quality of life for the pets stay (roomy indoor and outdoor access, cleanliness, medical attention for those in need, frequency of playtime and people interaction/care)	1
People providing attention to the animals, letting them out to run outside, no kill, etc.	1
People that care for animals	1
Pg co shelter is a good example, thats where we got our dog	1
pleasant surroundings and low/no kill policy	1
Policy for healthy animals, climate controlled conditions for animals to live, active adoption outreach (ex. Animal adoption at PetCo), vet or vets on site, clean facilities	1
Prince George' s Animal Services Facility	1
Proper employee training and transparency to the public	1
Proper heating and air conditioning, active social media presence, no kill (very low kill), great relationship with partner agencies and rescues	1
proper housing and vet care and loads of loving caregivers.	1
proper housing, clean, caring staff, up to date info about animals	1
proper management	1
Proximity, no/low kill	1
qualified staff, updated, adequate facility	1
rehabilitation	1
Responsibility, good commitment	1
seperate area until vet sees them	1
Someone else paying for it.	1
space	1
space, knowledge volunteers, vet staff	1
spay/neuter, respectful volunteers, animal temperament	1
State of the art facility	1
suitable enclosures.	1
Sweet animal that just wants a home	1
Talk and walk the animals.	1
The interest of the pet and pet only.	1
They are a kill shelter	1
They take good care of their animals	1
Transparent Policies\Trustworthy staff	1
understanding staff, 24 hr care,	1
variety of space/living options (indoor, outdoor, communal)	1

Appendix C

well managed.	1
well paid staff	1
well staffed,	1
Will never take a pet to any shelter	1
willingness to rescue displaced pets, long term care	1

Appendix B

“Interview Stakeholders who make a significant contribution when determining the animal service needs of the county.

Input into the study from representatives of key stakeholders is desired.

The response must describe the consultant’s approach to obtaining input from stakeholders, the scheduling of stakeholder input processes within the study timeline, and an explanation of how stakeholder inputs are used to inform the study.

Key stakeholders include:

Department of Emergency Services & Technology Director and Animal Shelter Division

St. Mary’s County Animal Welfare Taskforce

St. Mary’s Animal Welfare League

Humane Society of the United States”

RFA #1715

Interviews with Stakeholders

Shelterplanners.com’s Bill Daggett & Leslie Hervey spent the week of April 17 to 21 visiting with a variety of organizations and individuals whose input informed our understanding of the status of “companion animal welfare” in St. Mary’s County and Charles County.

The following chronology and listing of participants provides insight into the depth and breadth of the interview process:

Interview Meeting Schedule

- | | |
|----------------|--|
| April 17, 2017 | Meeting with Bob Kelly of Emergency Services and St. Mary’s Animal Control - Tony Malaspina |
| | Meeting with Tony Malaspina, Director of Animal Control and his staff |
| | Meeting with Humane Society of Charles County – Starla Raiborn, Executive Director and Robert (Bob) Inscore, Board of Directors Vice President |
| | Tour of the Humane Society of Charles County and continued meeting with Starla Raiborn |
| | Meeting with St. Mary’s Animal Welfare League Board of Directors Katie Werner (President) Sheri McLeod (Cat Manager) Sally Browne (Vice-President) Gayl Thornton (Board Member) and Donna Poudrier (Dog Manager) |
| April 18, 2017 | Tour of TCAS |
| | Meeting with Charles County’s Ed Tucker, Chief of Animal Control, Kim Stephens, TCAS Shelter Supervisor, Shelter Staff and Volunteers |
| | Meeting with Starla Raiborn and Kim Stephens to review statistics |
| | Meeting with Sarah Ward, Operations Manager, Tidewater Veterinary Hospital |
| April 19, 2017 | Meeting with TCAS Advisory Board, Sally Browne, Kim Fullerton Ann Gardner, Donna Poudrier |
| | Meeting with County Commissioner Tom Jarboe (County Commissioner President Randy Guy and County Administrator Dr. Rebecca Bridgett unable to |

attend)

Meeting with Alice Burton and Diana Cruz of Alley Cat Allies

Meeting with Drema Grunst and Melinda Brown of Give Me Shelter (Diane Harris of Feral Cat Rescue unable to come)

Meeting with Cathy McCullough, 2nd Hope Rescue

April 20, 2017 Site Visits (3) with SMAWL Sally Browne and two parcels that the county currently owns

Meeting with Captain Ed Willenborg – St. Mary’s County Sherriff’s Office, Bill Hunt – Deputy Director of St. Mary’s Land Use, Daryl Calvano – Director plus three Maryland Health Department Employees and John Groeger – Deputy Director plus 1 employee of St. Mary’s County Public Works

Public Hearing in Chesapeake Building

April 21, 2017 Wrap up meeting with Bob Kelly – Director of Emergency Services and St. Mary’s Animal Control and Animal Control Director Tony and his team of four animal control officers.

We have embodied within the body of our report the content of responses to many of the survey issues covered in our interviews.

We began each interview with the pledge that we would quote no individual so that they felt unencumbered to speak their minds.

We were interested that there was a great deal of agreement on a number of issues despite variation in categorizing impact or importance.

We summarized the findings of the various discussions as follows:

Summary of Survey Findings

1. Nearly all agreed on splitting the TCAS into individual county's shelters to be closer to the population bases and to be able to have a group of committed volunteers.
2. The shelter should be located on a major road for visibility and have at least 5 acres.
3. Everyone agreed that no (low) kill was necessary.
4. Everyone agreed that TCAS was doing a good job considering the lack of sufficient resources.
5. There is consensus that the sheltering and programs TCAS is providing is insufficient in today's world.
6. Everyone agreed that the current TCAS building was not salvageable.
7. Tony Malaspina and his team are well respected.
8. The stakeholders, especially Tony Malaspina should have input into the design of the building.
9. Everyone agreed too much time and resources were used in driving animals an additional 150 miles per day.
10. Everyone agreed that TNR was necessary to solve the animal issues.
11. A TNR program should be initiated by and run by a nonprofit with support from county funding.
12. All the stakeholder rescue groups could do a better job at coordinating their missions and actions.
13. There is inconsistency between stakeholder groups about what they are providing for the animals. Example – Microchips
14. There is not a feedback loop to the County Commissioners from stakeholders.
15. St. Mary's County is the only one without a backup sheltering plan with a nonprofit.

Appendix C



NPO Contracts with Jurisdictions – Two Virginia Examples

The Charlottesville-Albemarle SPCA and the Lynchburg Humane Society, Inc. each provide sheltering services in support of their local jurisdictions.

These services respond to State mandated sheltering of animals by jurisdictions in what was originally referred to as the “pound” in the mandating legislation. Both NPO’s provide the sheltering services in their wholly owned facilities.

In the case of the Lynchburg Humane Society, Inc., prior to 2014, its relationship to the City of Lynchburg was as operator of Lynchburg’s City owned shelter. The attached agreement continues the relationship and includes City funds to assist the Humane Society in its effort to build a new shelter by pre-leasing approximately 8,000 square feet over a period of 10 years. Lynchburg also agrees to contract with the Humane Society for sheltering services. Beginning in 2015 the gross amount of \$351,697.00 divided by Lynchburg’s population of 79,812 yields a \$4.40 per capita equivalent cost for the Humane Society’s operation of the “pound”. Recent contact with Executive Director Makena Yarbrough reveals the Humane Society has negotiated adding medical expenses so the contribution has been elevated, however, we do not have the associated data.

Charlottesville-Albemarle SPCA built its own facility in 2005 and serves both Charlottesville (city) and Albemarle County. In 2015 the combined contribution to the SPCA for its operation of the “pound” was \$784,446.00. When divided by the combined population of 152,300 the per capita equivalent cost was \$5.15.

Lynchburg and the Humane Society of Lynchburg, Inc. negotiated ongoing funding based upon actual operational costs and “*metrics as agreed upon by the City and Society*”.

Charlottesville-Albemarle SPCA’s agreement uses an escalating factor over time to adjust the City and County contribution.

In the body of the study we have suggested a \$5.25 per capita basis for jurisdictional funding for either a Bi-Counties shelter or a St. Mary’s standalone shelter whether “Standard” or “No/Low Kill. Our analysis of 15 North Carolina reporting shelters demonstrated an average cost per capita of \$5.69. So our suggested \$5.25 falls between that average cost per capita and those found in the attached NPO/Jurisdiction contracts.

AGREEMENT FOR THE PROVISION OF POUND SERVICES

This Agreement for the Provision of Pound Services (this "Agreement") is made as of this 6th day of NOV., 2009, by and among the Charlottesville-Albemarle Society for the Prevention of Cruelty to Animals (the "SPCA"), the County of Albemarle, Virginia (the "County"), and the City of Charlottesville, Virginia (the "City") (the City and the County are hereinafter referred to, individually, as the "local governing body," and, collectively, as the "local governing bodies").

WHEREAS, the local governing bodies are required to maintain or cause to be maintained a pound and to provide certain pound services, pursuant to the guidelines established by the Virginia Department of Agriculture and Consumer Services, §3.2.6546 of the Code of Virginia, 1950, as amended (together with other applicable laws and regulations, including the local governing bodies' regulations of which the SPCA has received reasonable prior written notice, "applicable law"); and

WHEREAS, the SPCA operates a facility at 3355 Berkmar Drive, in Charlottesville, Virginia (the "Facility"); and

WHEREAS, the local governing bodies desire to have the SPCA provide Pound Services (as hereinafter defined) on their behalves, and the SPCA desires to provide Pound Services on behalf of the local governing bodies, in accordance with applicable law, and pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and subject to the terms and conditions herein set forth, the parties mutually covenant and agree as follows:

1. New Agreement; Term of Agreement. This Agreement replaces in its entirety the covenants and agreements among the County, the City and the SPCA, pursuant to that certain Agreement, dated December 3, 2003, by and among the County, the City, and the SPCA. The initial term of this Agreement shall be for three (3) calendar years, commencing as of July 1, 2009 (the "Commencement Date"). Thereafter, this Agreement shall be renewed, automatically, as of each successive anniversary of the Commencement Date, for additional one- (1-) year terms (each year of the initial term and any renewal term, an "Agreement Year"); provided, however, that (a) following the expiration of the initial three- (3-) year term, the SPCA may terminate its obligations under this Agreement to either or both of the local governing bodies, and either of the local governing bodies may terminate its obligations under this Agreement to the SPCA, by providing at least twelve (12) months' prior written notice to the other parties of its intention to terminate, and (b) the SPCA may terminate its obligations under this Agreement to either of the local governing bodies at any time for failure of such local governing body to appropriate its Annual Fee, as described in paragraph 13 hereof. Notwithstanding termination by one of the local governing bodies, or by the SPCA as to one of the local governing bodies, the obligations between the SPCA and the other local governing body shall continue until this Agreement has been terminated as to all of the parties.

2. Pound Services. The SPCA shall provide Pound Services for all Animals (as hereinafter defined) delivered to the Facility by the County's and City's respective animal control officers (the "ACOs"), including owned Animals surrendered to or impounded by the ACOs, and for all Animals delivered to the Facility by County and City residents who are not owners of such Animals. For purposes of this Agreement, "Pound Services" shall mean the impoundment and care of Animals delivered to the Facility, as more particularly described in EXHIBIT A, attached hereto and made a part hereof, and "Animals" shall mean dogs, cats, and other small animals that are customarily impounded. Except as otherwise expressly provided in this Agreement, or as required by applicable law, the manner in which Pound Services are provided, including, without limitation, the hours of operation and staffing of the Facility, and the decision whether and when to euthanize any Animal, shall be in the sole reasonable discretion of the SPCA.

3. Compensation for Pound Services. In consideration for the provision of Pound Services, as provided herein, the County and the City each shall pay to the SPCA the amounts set forth in the following subparagraphs of this paragraph.

(a) For the Agreement Year commencing on July 1, 2009, payments shall be made as follows:

- i. The County shall pay to the SPCA: (A) the compensation (specifically, the amount of \$198,106) set forth in that certain letter, dated as of May 4, 2009, from the County to the SPCA (the "County Letter"), a copy of which is attached hereto as EXHIBIT B, to be paid in the installments and on the dates set forth in the County Letter, and (B) a capital contribution in the amount of \$50,000, to be paid on or before December 31, 2009.
- ii. The City shall pay to the SPCA: (A) the compensation (specifically, the amount of \$46,650) set forth in that certain letter, dated as of May 4, 2009, from the City to the SPCA (the "City Letter"), a copy of which is attached hereto as EXHIBIT C, to be paid in the installments and on the dates set forth in the City Letter, and (B) an additional payment in the amount of \$39,350, currently held in reserve as set forth in the City Letter, to be paid on or before December 31, 2009.

(b) For the Agreement Year commencing on July 1, 2010, and for each subsequent Agreement Year, the County and the City shall pay to the SPCA their respective annual fees (each, an "Annual Fee"); as calculated in accordance with the following clauses of this subparagraph.

- i. The Annual Fee shall mean an amount equal to the product of: (A) the Population (as hereinafter defined), and (B) the Per Capita Amount (as hereinafter defined).
- ii. The term "Population" shall refer to the estimate of the respective populations of the County and the City, as published, from time to time, by the U.S. Census Bureau (the "USCB"). For purposes of calculating the Annual Fee, the Population shall mean the most recent estimate published by the USCB as of January 30th of the year in which the appropriation request is made.
- iii. The phrase "Per Capita Amount" shall mean: (A) for the Agreement Year commencing on July 1, 2010, a rate of \$4.00; (B) for the Agreement Year commencing on July 1, 2011, a rate of \$5.00; and, (C) for the Agreement Year commencing on July 1, 2012, and for each Agreement Year thereafter, the rate in

effect for the immediately preceding Agreement Year, multiplied by the CPI Amount. For purposes hereof, the "CPI Amount" shall mean the annual average change in the Department of Labor, Bureau of Labor Statistics' Consumer Price Index-All Urban Consumers, U.S. City Average (CPI-U), as published by the Bureau of Labor Statistics (the "BLS"), for the year immediately preceding the Agreement Year for which the Annual Fee adjustment is being made. As of the date hereof, the relevant BLS table is published at <ftp://ftp.bls.gov/pub/special.requests/cpi/cpiat.txt>, and the annual average change is described for each year in the last column thereof, titled "Percent Change Avg-Avg."

- iv. The Annual Fees shall be payable in equal quarterly installments, not later than the last day of July, October, January, and April of each year.

4. Responsibilities of the SPCA. The SPCA shall provide Pound Services, as described in EXHIBIT A, as the same may be amended or modified from time to time. In addition, the SPCA shall (a) establish and maintain books and records relating to the operations of the Facility, in accordance with generally accepted accounting principles; (b) prepare, and provide to the local governing bodies copies of, an annual audit and an annual budget; (c) cause its Executive Director or her designee to meet with the local governing bodies at the end of each Agreement Year, or at such other date agreed to among the parties, to discuss the annual audit and the annual budget; (d) retain at all times copies of the books and records relating to this paragraph for the previous five (5) Agreement Years; and (e) at any reasonable time(s) and upon reasonable prior request, provide to the local governing bodies and their respective authorized agents, access to its books and records so that the local governing bodies may confirm that the SPCA is complying with the provisions of this Agreement.

5. Responsibilities of the Local Governing Bodies. The local governing bodies shall pay the Annual Fees, as provided herein. In addition, the local governing bodies covenant and agree to:
- (a) deliver to the Facility, Animals confiscated for "running at large" in the County/City;
 - (b) designate a supervising County/City official to whom the SPCA may deliver routine communications, notifications and any other requests;
 - (c) require ACOs to comply with the SPCA's check-in procedures and all other written, reasonable rules and regulations of the SPCA, provided that any rules and regulations affecting the provision of Pound Services do not, in the reasonable judgment of the local governing bodies, impair the provision of Pound Services under this Agreement;
 - (d) require ACOs and all other County/City personnel to comply with applicable law in the handling and delivery of Animals to the Facility;
 - (e) in the case of owned Animals surrendered to an ACO for disposal, provide an admittance form complying with applicable law, with the owner's signature;
 - (f) in the case of any dead Animal, provide a written description of the location found and probable cause of death, and deliver such Animal to an area established by the SPCA for examination by SPCA staff prior to cremation;
 - (g) in the case of any biting Animal picked up by an ACO, provide, in writing, the owner's name (if known), contact information and any information known to the ACO regarding the circumstances of the bite, and notify the local office of the Virginia Department of Health;
 - (h) in the case of any Animal with aggressive behavior or any other serious behavioral issue known to or described to an ACO, provide such information, in writing, on the SPCA

- admission form;
- (i) permit the SPCA control, to the extent permitted by law, over all Animals upon delivery by ACOs to the Facility, including decisions regarding euthanasia; provided, however that ACOs may suggest euthanasia by providing reasons for such marking, in writing, contemporaneously with delivery of such Animals;
 - (j) provide reasonable advance notice, when practicable, to the SPCA in cases of a large number of animals confiscated or impounded from one situation (a large number shall be greater than 10 Animals);
 - (k) handle stray and injured Animal calls in the County and the City, as applicable; and
 - (l) exercise best efforts to resolve any disagreement regarding the implementation of this Agreement by consulting with the Director of the SPCA.
6. Default. Failure by the County to pay any amount set forth in the County Letter, failure by the City to pay any amount set forth in the City Letter, and failure by either of the local governing bodies to pay any installment of the Annual Fees within fifteen (15) days following the date on which such payment is due, shall constitute a default hereunder as to the non-paying local governing body. Failure by the applicable local governing body to cure such payment default, or failure by either a local governing body or the SPCA to cure any other material breach of this Agreement, including any material breach of the audit provisions of paragraph 4 of this Agreement, within fifteen (15) days following receipt of written notice thereof, may result in termination of this Agreement, as to the defaulting party or parties, at the election of the non-defaulting party.
7. Insurance. The SPCA shall maintain sufficient insurance to protect itself and the local governing bodies from any claims that may arise from the operation of the Facility pursuant to this Agreement. Such insurance shall meet or exceed the minimum coverage requirements established by the local governing bodies, and may be provided by commercial carriers or by self-insurance or by any combination of the two. A certificate from the insurance provider, naming the local governing bodies as additional insureds, shall be provided to the local governing bodies upon request.
8. Indemnification. The SPCA shall be responsible for, shall defend against and shall indemnify and hold the County Indemnitees and City Indemnitees (as hereinafter defined) harmless from and against, any and all lawsuits, claims, demands, losses or actions made or taken against any of the County and City Indemnitees based upon, arising from, or incident to the decisions and/or actions of the SPCA or any of its officers, directors, employees, agents or volunteers in the performance of the obligations of the SPCA pursuant to this Agreement. For purposes hereof, the "County Indemnitees" shall mean, collectively, the County and its Board of Supervisors, employees, representatives, officials and agents; the "City Indemnitees" shall mean the City and its Council, employees, representatives, officials and agents.
9. Assignment. No party shall assign or transfer all or any part of its right, title or interest in this Agreement, without the prior written consent of the other parties.
10. Governing Law. This Agreement shall be governed by the laws and regulations of the Commonwealth of Virginia.
11. Notices. All notices required to be given under this Agreement shall be delivered, by

first-class registered mail, as follows:

To the SPCA:

Charlottesville-Albemarle SPCA
3355 Berkmar Drive
Charlottesville, Virginia 22901
Attn: Executive Director

To the County:

County of Albemarle
401 McIntire Road
Charlottesville, Virginia 22902
Attn: County Executive

To the City:

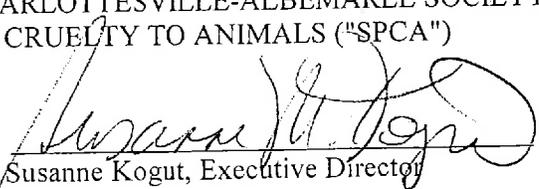
City of Charlottesville
605 East Main Street
Charlottesville, Virginia 22902
Attn: City Manager

12. Complete Agreement; Amendments. This Agreement constitutes the final expression of the parties and supersedes all previous agreements and understandings, written or oral, relating to the rights and responsibilities of the parties hereunder. This Agreement may not be altered, amended or modified except by written instrument executed by duly authorized representatives of the parties.
13. Non-appropriation. The local governing bodies' obligations to pay the Annual Fees shall be subject to annual appropriation of the necessary funds. Notwithstanding anything in this Agreement to the contrary, failure to obtain such appropriation shall result in the automatic termination of this Agreement, at the election of the SPCA, as to the non-appropriating local governing body, and the local governing body's obligation to pay any outstanding portion of the Annual Fee accrued through and including the date of termination, if applicable, shall survive such termination.

IN WITNESS WHEREOF, the parties do hereby set forth their signatures, and do hereby represent that the individuals who have executed this Agreement have been duly authorized to bind the local governing bodies and the SPCA, respectively, to the terms and conditions hereof.

CHARLOTTESVILLE-ALBEMARLE SOCIETY FOR THE PREVENTION
OF CRUELTY TO ANIMALS ("SPCA")

By:


Susanne Kogut, Executive Director

COUNTY OF ALBEMARLE, VIRGINIA ("COUNTY")

By: Robert W. Tucker, Jr.
Robert W. Tucker, Jr., County Executive

Approved as to form:

By: Jay M. Davis
County Attorney

CITY OF CHARLOTTESVILLE, VIRGINIA

By: Aubrey V. Watts, Jr.
Gary O. Connell, City Manager (Acting)
Aubrey V. Watts, Jr.

Approved as to form:

By: [Signature]
Dep. City Attorney

EXHIBIT A

The purpose of this EXHIBIT A is to more particularly describe the pound services ("Pound Services") which are the subject of that certain Agreement for the Provision of Pound Services (the "Agreement"), dated as of 11/6, 2009, by and between the Charlottesville-Albemarle Society for the Prevention of Cruelty to Animals (the "SPCA"), the County of Albemarle, Virginia (the "County"), and the City of Charlottesville, Virginia (the "City") (the City and the County are hereinafter referred to, individually, as the "local governing body," and, collectively, as the "local governing bodies").

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Except as otherwise specifically provided in the Agreement, or as required by applicable law, the manner in which Pound Services are provided, including, without limitation, the hours of operation and staffing of the Facility, and the decision whether and when to euthanize any Animal, shall be in the sole reasonable discretion of the SPCA.

Pursuant to the Agreement, the SPCA shall provide Pound Services as follows in accordance with, and to the extent permitted by, applicable state law, regulations and local ordinances:

1. Impound and care for all Animals delivered to the Facility by the ACOs.
2. Impound and care for Animals delivered to the Facility by County/City residents who are not the owners of such Animals.
3. Place, hold, euthanize, transfer, or otherwise dispose of impounded Animals.
4. Provide treatment and controlled drugs for euthanasia and other medical purposes.
5. Provide applicable license and documentation as required by applicable law.
6. Maintain and publicize appropriate hours of operation. Should the SPCA propose to reduce the hours of operation to an amount below that which is in effect at the time of commencement of this agreement, it shall notify the local governing bodies about the proposed reduction and the local governing bodies shall be entitled to a reduction in the Annual Fee equal to any actual annual increase in animal control costs resulting directly from the reduced hours of operation.
7. Maintain accurate written or computerized accounts of all Animals impounded (except where the ACOs are required to maintain such records, as provided in the Agreement).
8. Permit authorized representatives of the County/City to access SPCA impoundment records, upon reasonable prior notice.
9. Perform all procedures required by applicable law, including those relating to impounded Animals that have bitten a person.
10. Respond in a timely manner to any violations that are identified, in writing, as a result of annual State inspections of the Facility.
11. Allow the ACOs to have access to the Facility premises for the purpose of delivering Animals twenty-four (24) hours a day.
12. Properly dispose of euthanized animals.
13. Provide regular maintenance and cleaning of impoundment areas of the Facility, as required by applicable law.

14. Make dog and cat runs or cages available at all times for Animals delivered by the ACOs.
15. Provide reasonable and necessary veterinary treatment and vaccinations to impounded Animals.
16. Develop and practice an emergency evacuation plan and a plan for sheltering Animals abandoned or lost in the event of a natural disaster in the County/City.
17. Notify the local office of the Virginia Department of Health of biting Animals delivered by parties other than ACOs, confine such Animals in accordance with applicable law, and ensure that such Animals are available for inspection by the Virginia Department of Health at the end of the applicable confinement period.
18. Prevent the delivery of any Animal for adoption or return to its owner unless such Animal is properly licensed.
19. Use best efforts to transport small, wounded wild animals to any wildlife facility or licensed wildlife rehabilitator, if reasonably possible.
20. Comply with all other requirements for Animal impoundment under applicable law.
21. Exercise best efforts to resolve any disagreement regarding the implementation of this Agreement by consulting with the chief of the police department(s).

EXHIBIT B

[County Letter]



COUNTY OF ALBEMARLE

Department of Finance
Budget Office
401 McIntire Road
Charlottesville, Virginia 22902-4596
Telephone (434) 872-4516 Fax (434) 872-4519

May 4, 2009

Ms. Susan Kogut, Executive Director
Charlottesville-Albemarle SPCA
3355 Berkmar Drive
Charlottesville VA 22901

Re: FY09/10 Funding Allocation

Dear Ms. Kogut,

This letter is to confirm that on April 8, 2009, the Albemarle County Board of Supervisors approved an appropriation of \$198,106 to the Charlottesville-Albemarle SPCA for FY 09/10. This amount includes \$2,400 in anticipated State revenue for the sterilization program.

As in prior years, if your funding allocation is over \$10,000, you will receive a quarterly payment at the beginning of each quarter, starting July 1. If your funding allocation is less than \$10,000, you will receive a one-time lump sum payment shortly after July 1. If any of these funds allocated to your agency remain unused at the end of FY 09/10, the unspent balance should be returned to Albemarle County.

If you have any questions about your FY 09/10 budget allocation, please do not hesitate to contact me at 872-4516 or via e-mail at bneitz@albemarle.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Brenda K. Neitz".

Brenda K. Neitz
Budget Analyst

EXHIBIT C

[City Letter]

CITY OF CHARLOTTESVILLE
"A World Class City"



Office of The City Manager

P.O. Box 911 • Charlottesville, Virginia 22902
Telephone (434) 970-3101
Fax (434) 970-3890
www.charlottesville.org

May 4, 2009

Ms. Susanne Kogut
Exec. Director
SPCA, Inc.
3355 Berkmar Drive
Charlottesville, VA 22901

Dear Ms. Kogut:

The purpose of this letter is to inform you of the amount of funding for your agency in the City's Adopted Budget for Fiscal Year 2009-2010 (July 1, 2009 -- June 30, 2010). The Adopted Budget contains a total of \$46,650 for the SPCA, Inc. in the upcoming fiscal year.

Payment will be made in the form of 4 payment(s) in the amount(s) of \$11,662.50 on the first of the month in July 2009, October 2009, January 2010, and April 2010.

There is also \$39,350 in reserve for the SPCA that will be released once the following conditions are met and reported out to City Council for their final approval:

- A revised contract agreement for pound services is reached, preferably between all current parties – the City, County and SPCA;
- Exploration of SPCA assume control of the Animal Control function; and
- A performance/financial audit of the SPCA as a whole.

I know we have a meeting in place for May 25th at which time I hope we can discuss in more detail the above conditions and a means of moving forward. I look forward to seeing you then.

If you have any questions in the meantime, please contact me at 970-3105 or via e-mail at beauregard@charlottesville.org.

Sincerely,

Leslie Beauregard, Director
Budget and Performance Management

AGREEMENT AND LEASE BETWEEN

THE CITY OF LYNCHBURG

AND THE

LYNCHBURG HUMANE SOCIETY, INC.

THIS AGREEMENT AND LEASE (the "agreement"), made this 18th day of July, 2012, by and between the CITY OF LYNCHBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as the "City" and the LYNCHBURG HUMANE SOCIETY, INC., a non-profit corporation of the Commonwealth of Virginia, hereinafter referred to as the "Society."

WITNESSETH

WHEREAS, the Code of Virginia requires the City to provide certain animal shelter services within the Lynchburg City limits and the City owns an animal shelter at 3305 Naval Reserve Road, which is used to provide such animal shelter services; and

WHEREAS, the Society's primary objectives are the prevention of cruelty and the promoting of humane care and treatment for animals; and

WHEREAS, for over fifty (50) years the City and the Society have partnered together for the operation of the City's Animal Shelter, in order that the City can fulfill its obligation to provide animal shelter services and the Society can accomplish its objectives of preventing cruelty and promoting humane care and treatment for animals; and

WHEREAS, under the terms of this joint partnership, the City leased its animal shelter to the Society, and the Society operated the animal shelter; and

WHEREAS, the Society proposes to construct a new animal shelter on property it owns at 1211 Old Graves Mill Road and the construction of a new facility which will allow the Society to better achieve its objectives of the prevention of cruelty and promoting humane care and treatment of animals by allowing the Society to provide better animal living conditions and providing such additional amenities as an education center, etc. that the Society is unable to provide at the City's Animal Shelter; and

WHEREAS, absent Acts of God or other matters or occurrences outside of the Society's control, the Society plans to complete its construction of its new animal shelter by December 31, 2014; and

WHEREAS, the City and the Society desire to continue their partnership in order to provide animal services within the City in a cost efficient manner, the City and the Society desire to enter into a new agreement, and under the terms of such agreement the City will (i) pay the Society the

sum of \$675,000, over four fiscal years, as an advanced lease payment (ii) provide annual operating support to the Society for the operation and maintenance of the current and the new animal shelter and (iii) lease a portion of the new animal shelter from the Society to be used to provide the animal shelter services required by State law and as identified in Article IV of this agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and the Society do hereby covenant and agree as follows:

ARTICLE I

Purpose

The purpose of this agreement is to allow the City and the Society to continue their mutual partnership that allows the City to fulfill its obligation to provide pound services and allows the Society to fulfill its primary objectives of promoting of humane care and treatment for animals through the construction and operation of a new animal shelter on property owned by the Society at 1211 Old Graves Mill Road.

The Society will conduct a capital campaign to raise the funds necessary to construct a new animal shelter on its property, will award a contract for the construction of the new animal shelter by December 31, 2013, will oversee the construction of such facility and will have the new animal shelter ready for occupancy by December 31, 2014. After the new animal shelter has been constructed the Society will operate the shelter.

ARTICLE II

Term

The term of this agreement shall be for a period of ten (10) years, beginning on July 1, 2012. At the conclusion of the initial ten (10) year term, it is the City's and the Society's intent to extend their partnership for the operation of the animal shelter for additional terms, upon mutually agreeable terms and conditions. Until the new animal shelter that is to be constructed by the Society at 1211 Old Graves Mill Road is ready for occupancy, the Society will continue to manage the City owned animal shelter at 3305 Naval Reserve Road in accordance with the terms and conditions contained in the March 28, 2001 Agreement and Lease between the City and the Society. However, the amount of operating funds paid to the Society by the City will be revised as provided in Section 3.3 Annual Operating Funds of this agreement.

ARTICLE III

Funding

Section 3.1 Funds– In order to secure space in the new animal shelter for the term of this agreement the City will make a \$675,000 advanced lease payment of rent to the Society covering

the initial ten (10) year term (at \$67,500 per year). The City is leasing 7,917 square feet in a new animal shelter. The City's payment to the Society is based upon a rental rate of \$8.52 per square foot. The \$675,000 rent will be payable to the Society as follows:

Fiscal Year 2012 (July 1, 2011 to June 30, 2012) \$200,000.00

Fiscal Year 2013 (July 1, 2012 to June 30, 2013) \$75,000.00

Fiscal Year 2014 (July 1, 2013 to June 30, 2014) \$200,000.00

Fiscal Year 2015 (July 1, 2014 to June 30, 2015) \$200,000.00

Section 3.2 Recovery of Funds – If the Society fails to enter into a contract for the construction of the new animal shelter by December 31, 2013, or if the construction of the new animal shelter is not completed, absent Acts of God or other matters or occurrences outside of the Society's control, by December 31, 2014, this agreement shall automatically terminate and the Society shall reimburse the City for all funds paid to the Society by the City under Section 3.1, Funds, together with five percent (5%) annual interest thereon amortized on a straight line basis for a period of ten (10) years.

Section 3.3 Annual Operating Funds – During the term of this agreement, the City will pay the Society the following amounts in a lump sum by July 30 of each year as the City's share of the costs associated with the operation and maintenance of the new animal shelter:

Fiscal Year 2013 (July 1, 2012 to June 30, 2013) \$281,538.00

Fiscal Year 2014 (July 1, 2013 to June 30, 2014) \$281,538.00

Fiscal Year 2015 (July 1, 2014 to June 30, 2015) \$351,697.00

For subsequent years throughout the initial ten (10) year term of this agreement the amount paid to the Society by the City for the City's share of the operating and maintenance costs of the new animal shelter shall be determined based on a review of the actual operating expenses of the animal shelter and metrics as agreed upon by the City and the Society. In determining the amount of the operating and maintenance costs the City will pay to the Society, the amount paid by the City shall not include any of the additional costs incurred by the Society in its operation of a no-kill animal shelter. If the City and the Society are unable to agree upon the amount of the City's annual operating and maintenance costs, this agreement shall automatically terminate. In the event this agreement is terminated at the end of the 2015 Fiscal Year because the City and the Society cannot agree upon the amount the City is to pay the Society for future operating and maintenance costs, City's payment of \$675,000.00 to the Society under Section 3.1 Funds, shall be amortized on a straight line basis for a period of ten (10) years and the Society will repay the City the sum of \$607,500.00 representing the reimbursement to the City of the nine (9) years of unamortized rental payments that were paid to the Society by the City.

ARTICLE IV

Leased Premises and Maintenance

Section 4.1 Premises Leased to the City – The City hereby leases from the Society and the Society hereby leases unto the City 7,917 square feet of the new animal shelter that is to be constructed on the Society's property at 1211 Old Graves Mill Road, Tax ID Parcel #243-06-001. Out of the total square footage leased to the City, 6,198 square feet will be used for the City's animal shelter services and 1,748 square feet will be used as shared space between the City and the Society. The amount of space in the building allocated for the City's animal shelter services is approximately 30% of the total building space and this percentage is the basis for the allocation of shared space between the two parties. In addition to the premises, the Society will also provide all equipment necessary for the operation of the animal shelter.

Section 4.2 Maintenance – During the term of this agreement, the Society agrees to maintain the leased premises and equipment in good order and repair and to ensure the animal shelter is operated in a neat, clean, orderly and secure condition that complies with all applicable requirements of the Code of Virginia and the regulations adopted by the Virginia Department of Agriculture and Consumer Services. It is the intention of the two parties that, after the expiration of the initial term of this agreement, in lieu of making lease payments for the continued occupancy of the 7,917 square feet, the City would be responsible for 30 % of the costs of the maintenance of and necessary capital improvements to the building.

ARTICLE V

Scope of Animal Shelter Services

For the purposes of this agreement the animal shelter services provided by the Society to the City shall include the following:

Section 5.1–The Society agrees to maintain a lawful pound for the City in accordance with §3.1-796.96 of the Code of Virginia (1950), as amended, as a means to meet the City's obligation to provide such a facility. In so doing, the Society may employ volunteers, compensated employees or both, at its discretion and expense. Receiving, showing, feeding, water, and other care for animals at the shelter, as well as provisions for adoption and euthanasia of such animals, shall be done in accordance with Society's policies; provided that such policies shall at all times be consistent with any and all applicable laws, including, but not limited to, the guidelines and regulations issued by the Department of Agriculture and Consumer Services.

Section 5.2–The Society shall be responsible for keeping adequate records in accordance with generally accepted accounting principles as required by any and all applicable laws and regulations. These records shall be open for inspection at reasonable times by authorized representatives of the City.

Section 5.3—The Society shall accept dogs and other animals which are required to be confined in accordance with any and all applicable laws or as determined by the City to be necessary to protect the public health, safety and welfare, including, but not limited to, dogs running at large without the tag required by §3.1-796.92 of the State Code and other domesticated animals picked up and delivered to the shelter by the City's Animal Warden, Animal Control Officers, and the City's Police Officers. Livestock and feral cats are not considered domesticated animals and will only be accepted upon prior approval except in cases of bite holds and injured animals. Owner surrenders are subject to approval by the Society. In addition, the Society may, in its discretion, accept for shelter such other animals as it may elect to accept.

Section 5.4—Any animal that is required or permitted to be confined at the shelter shall be so confined for a period of time not less than that required by laws. The Society may, in its discretion, retain an animal for a longer period, provided such additional confinement is not a derogation of the rights of the rightful owner of such animal.

Section 5.5—The Society shall make reasonable efforts to determine the ownership of stray animals and to encourage owners to claim their animals. To facilitate the reclamation and adoption of animals, the Society will open the animal shelter to the public for a minimum of 30 hours each week which shall include hours on weekends on a schedule to be determined by the Society. In all reclamation and adoption activities, the Society will abide by municipal licensing and health vaccination requirements, and encourage neutering and spaying of pets. All reclamation fees shall be retained by the Society to be applied toward the costs of operating the shelter.

Section 5.6—Euthanasia shall be performed in accordance with methods approved or prescribed by the State Veterinarian and bodies of dead animals shall be disposed of in accordance with applicable regulations.

Section 5.7—The Society will maintain and operate the animal shelter in a neat, clean, secure and orderly manner. Efforts will be made to retard odors both within and around the shelter, and, through the effective management of the animals and sheltered areas, the Society will attempt to minimize the fights, barking, and spread of communicable disease among the animals and associated problems.

Section 5.8—The Society, as the animal shelter operator, shall have the right to make all decisions as to the general operation and utilization of the animal shelter.

Section 5.9—The Society shall accommodate all lawful and reasonable requests from the City's Animal Warden, Animal Control Officers and Police Officers to assist them the performance their duties. This includes, but is not limited to, requests to confine animals, to release animals or to euthanize animals.

It is the intent of the City and the Society that in the operation of the new animal shelter the Society will provide the same levels of services to the City that are currently being provided to the City in the Society's operation and management of the City's animal shelter.

ARTICLE VI

Independent Contractor

The Society shall perform its duties and responsibilities under this agreement as an independent contractor and not as an agent or servant of the City. None of the officers, agents, employees, or volunteers of the Society shall be deemed to be officers, agents, employees, or volunteers of the City for any purpose. The Society shall exercise control and supervision over its agents, employees and volunteers in the performance of their work.

ARTICLE VII

Right of Access

The City will have reasonable access to the new animal shelter in order to monitor the Society's compliance with the terms of this agreement.

ARTICLE VIII

Further Documents and Acts

The City and the Society agree to execute and deliver any and all documents and perform any further acts that may be reasonably necessary to perform the obligations contemplated by this agreement.

ARTICLE IX

Annual Report

By December 31 of each year the Society will provide to the City a statistical report of its activities, including revenues, expenditures, number of animals housed and similar data concerning the Society's operation of the animal shelter.

ARTICLE X

Indemnity and Insurance

The Society shall indemnify, defend, and hold harmless the City, its officials, employees and representatives, from any claims, damages, and/or actions of any kind or nature, arising from or caused by the Society's performance or nonperformance of its obligations under this agreement. The Society is not required to indemnify, save harmless, or provide a defense for the City for the negligent or willful acts or omissions of the City's officials, employees and representatives. The

Society's obligations under this Article shall survive the termination or expiration of this agreement.

In order to fulfill its responsibilities to the City hereunder, the Society shall obtain and maintain during the term of this agreement comprehensive general liability insurance that shall insure against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of the Society's performance under this agreement but shall not extend to or insure against the negligent or willful acts or omissions of the City's officials, employees and representatives. The minimum liability for this coverage shall be one million dollars (\$1,000,000.00) combined single limit for any one occurrence. The insurance company shall waive rights of subrogation against the City, its officials, employees and representatives.

The insurance required of the Society herein shall be primary and any insurance or self-insurance maintained by the City are secondary and apply only in excess of and shall not contribute with the insurance obtained by the Society. Any deductibles or self-insurance retention applicable to the required coverage shall be paid by the Society and the City shall not be required to participate therewith. The Society shall deliver to the City a copy of said insurance policy or certificate of insurance with the necessary endorsements to the City's Risk Management Division showing the same to be in full force and effect upon occupying the new animal shelter; upon each renewal of this agreement; and, at such other times throughout the term of the agreement when the City requests confirmation of insurance coverage. Such insurance policy or certificate of insurance and endorsements shall contain provisions providing the City shall be given 30 days' notice prior to any cancellation or reduction in the required insurance coverage. The failure of the Society to maintain such insurance coverage throughout the term of this agreement shall be grounds for the immediate termination hereof. The Society's responsibility to the City hereunder is not limited to the amount of such insurance coverage. All insurance will be obtained by the Society from insurance companies authorized by Virginia's State Corporation Commission to do business in Virginia.

Nothing in this agreement shall be considered or interpreted as a waiver of the sovereign immunity or other immunity of the City, its officials, employees or representatives.

ARTICLE XI

Damage or Destruction of Premises

The Society shall insure the new animal shelter to the extent of one hundred percent (100%) of the full replacement value thereof, against damage or destruction by fire, windstorm, cyclone, tornado, hail, explosion, riot, civil commotion, vehicle or other casualty. If the portion of the animal shelter that is leased to the City (the "premises") is partially damaged but not rendered untenable by fire, the elements, or other casualty the Society shall use any insurance proceeds it receives for such damage to promptly repair to the premises. If the damage is so extensive as to render the premises untenable, but capable of being repaired within thirty (30) days, the

Society will promptly affect repairs. If a portion of the premises is completely destroyed by fire, the elements, the public enemy, or other casualty, or is so damaged as to prevent the Society from fulfilling its responsibilities under this agreement for more than thirty (30) days, then any sums payable hereunder to the Society by the City shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as the premises shall be fully restored. If the damage or destruction is so severe and widespread as to prevent the Society from fulfilling its responsibilities under this agreement for more than sixty (60) days, then the City shall have the right to terminate this agreement in its entirety, as of the date of such damage or destruction, and without any further obligation of the City to the Society. If the City elects to terminate the agreement within the initial ten year term because of severe damage to or destruction of the premises, the City's advance rent payment to the Society under Section 3.1 Funds less \$67,500 per year (prorated for partial years) for each year of the term that has elapsed prior to such termination, shall be amortized on a straight line basis for a period of ten (10) years without interest and the Society will repay the City such amount representing the reimbursement to the City of the years of rental payments that were paid to the Society by the City that constitute advance rent for the portion of the term subsequent to such termination. For example, if the termination occurs on June 30, 2016, the balance owed the City would be: \$675,000 minus [(4 years @ \$67,500 per year) = \$270,500]; \$675,000-\$270,000=\$405,000; such amount shall be repaid at \$40,500 per year over the next ten years.

ARTICLE XII

Successors and Assigns

This agreement shall be binding upon and inure to the benefit of the City and the Society and their successors in interest and permitted assigns. The Society may not assign this agreement or the performance of any duties hereunder without the prior written approval of the City.

ARTICLE XIII

Default and Remedies

Upon the occurrence of any event of default, after giving written notice of such default to the defaulting party, the non-defaulting party may bring a suit by mandamus or other appropriate proceeding to require the defaulting party to perform its duties under this agreement or to enjoin any acts in violation of this agreement. No waiver of default by either the City or the Society of the terms, covenants or conditions hereof to be performed, kept and observed shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed under this agreement.

No remedy in this agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy given under this agreement or now or hereafter existing at law, in equity or by statute.

ARTICLE XIV

Appointees to Resolve Unclear Matters

In order to promote the mutually compatible objectives of the Society and the City as they pertain to the proper care of sheltered animals, the Lynchburg Police Chief will designate an Animal Control Officer for the City of Lynchburg and advise the Society in writing of his designee. Similarly, the Society designates its Shelter Manager as the Lynchburg Humane Society representative who will serve as its sole designee in resolving with the Animal Control Officer in regard to any unclear matters regarding the operation of the animal shelter, impoundment procedures, veterinarians' services, occasionally extended retention of impounded animals, etc.

The Deputy City Manager is hereby designated as the City's representative for administration of this agreement. The Executive Director is hereby designated as the Society's representative for administration of this Agreement.

ARTICLE XV

Nondiscrimination

In the performance of this agreement, the Society shall not discriminate against any contractor, subcontractor, employee, applicant for employment, or invitee because of race, color, religion, sex, national origin, age, disability, or any other basis prohibited by state law, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Society. The Society agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Society, in all solicitations or advertisement for employees placed by or on behalf of the Society, will state that the Society is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The Society will include the provisions in this section in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding on such subcontractor or vendors.

ARTICLE XVI

Drug-Free Workplace

During the performance of this agreement, the Society agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Society's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees

placed by or on behalf of the Society that the Society maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done pursuant to this agreement by the Society in which employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

ARTICLE XVII

Nonappropriation

All funds for payments by the City under this agreement are subject to the availability of appropriation for this purpose by the Council for the City of Lynchburg. In the event of nonappropriation of Section 3.3 Annual Operating Funds funds by the Council for the City of Lynchburg for the services provided under this agreement, the City will terminate the Agreement without termination charges or other liability of the City, other than the obligations of the City of Lynchburg under Section 3.1 Funds which obligation shall remain in effect until fully paid, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this agreement is spent, whichever event shall occur first. If funds under Section 3.3 Annual Operating Funds are not appropriated at any time for continuance of this agreement, cancellation will be accepted by the Society on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this agreement beyond the date of termination. If this agreement is terminated within the initial ten year term because of the nonappropriation of funds under Section 3.3 Annual Operating Funds, the City shall not be entitled to recover any of the advance lease payments made to the Society pursuant to Section 3.1 Funds of this agreement and shall remain obligated to pay any amounts then unpaid in accordance with Section 3.1 Funds.

ARTICLE XVIII

Notices

Any notices required by this agreement shall be sent by first class United States mail, return receipt requested or hand-delivered to the following addresses, or to such other persons and address as the City or the Society may from time to time specify in writing:

If to the City by U.S. Mail or if hand-delivered:

Deputy City Manager
City of Lynchburg

City Manager's Office, City Hall
900 Church Street
Lynchburg, Virginia 24504

If to the Society by either U.S. Mail or hand-delivery:

Executive Director
Lynchburg Humane Society, Inc.
3305 Naval Reserve Road
Lynchburg, Virginia 24501

ARTICLE XIX

Miscellaneous

Section 18.1 Marginal Headings--Marginal headings contained in this agreement are for convenience only and shall not be considered to amplify, relate, modify, or otherwise affect any of the terms, provisions or conditions of this agreement.

Section 18.2 Severability -- In the event that any provision of this agreement shall be construed to be invalid or unenforceable, then the remaining portions shall remain in full force and effect, as if the invalid or unenforceable clause, provision or section had not been contained in it.

Section 18.3 Governing Law -- This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 18.4 Waiver of Trial by Jury -- The City and the Society each hereby waive all rights to trial by jury in any matter arising out or in any way connected with this agreement.

Section 18.5 No Third Party Beneficiary -- This agreement is not intended to and shall not be construed to create any third party beneficiary.

Section 18.6 Entire Agreement -- All terms and conditions with respect to this agreement are expressly contained herein, and both the City and Society agree that no representative or agent of the City or the Society has made any representation or promise with respect to this agreement not expressly contained herein.

Section 18.7 Amendments -- This agreement may be changed or amended from time to time by the mutual written agreement of the City and the Society.

This Agreement is executed in duplicate.

IN TESTIMONY WHEREOF, the City of Lynchburg has caused this agreement to be signed in its name by L. Kimball Payne, III, its City Manager, with its seal affixed and attested by Valeria Chambers, its Clerk of Council, and the Lynchburg Humane Society, Inc., has caused this agreement to be signed in its name by Makena Yarbrough, its Executive Director, all pursuant to due authority, as of the day and year first above written.

CITY OF LYNCHBURG

By: L. Kimball Payne, III
L. Kimball Payne, III, City Manager

Approved as to form:

Walter C. Evers
City Attorney for the City of Lynchburg

COMMONWEALTH OF VIRGINIA)
To-wit:
COUNTY/CITY OF Lynchburg)

On this 18 day of July, 2012, L. Kimball Payne, III, City Manager, executed the foregoing agreement for the City of Lynchburg. In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires: 4-30-16

Valeria Chambers 205167
Notary Public



LYNCHBURG HUMANE SOCIETY, INC.

By: Makena Yarbrough
Makena Yarbrough, Executive Director

Approved as to form:

[Signature]
Counsel for LYNCHBURG HUMANE SOCIETY, INC.

COMMONWEALTH OF VIRGINIA)

To-wit:

COUNTY/CITY OF Lynchburg)

On this 18 day of July, 2012, Makena Yarbrough, Executive Director, executed the foregoing agreement for LYNCHBURG HUMANE SOCIETY, INC.. In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires: 4-30-16

Metta V Campbell 205167
Notary Public



Appendix D

“It will be necessary for the participants of the Bi-County Animal Shelter to develop an agreement which delineates all aspects of governance of the facilities operations.

The feasibility study shall provide a draft agreement addressing the governance of a jointly operated facility.”

RFA #1715



Bi Counties Shelter Draft Agreement

St. Mary's County, Charles County and Calvert County entered into an agreement to operate the Tri County shelter in May of 1975. That agreement places responsibility for shelter operation on Charles County with division of costs on a percentage basis. The agreement remains in place with automatic annual renewal “*unless written notice is given by one or more of the parties sixty days prior to withdrawal from said Agreement . . .*”

The Bi Counties Draft Shelter Operating Agreement required by RFA #1715 is a very difficult document for anyone to fashion other than the participating counties. We have no access to any “model” agreement that can provide guidance for this potential arrangement. In addition, no member of the study team is versed in contract development nor qualified to provide legal guidance for any such contractual development.

What we can do is suggest an approach and outline of elements to be included with suggestion of the ability to provide joint oversight to ultimately control shelter operations. This would require development of an oversight board comprised of commissioners, citizens and staff from both counties. Among many other potentially important subjects, voting rights would certainly be debatable as would immediate staffing and operation of the shelter including whether or not to continue as a “Standard” shelter or function as a “No/Low Kill shelter.

As we point out in the body of the study joint operation of the shelter will require continual consensus which is certainly more difficult to achieve when two separate jurisdictional bodies are involved than it would be for one.

None of our suggestions however preclude St. Mary's and Charles Counties from continuing the operation of a Bi-Counties shelter in similar fashion to that envisioned by the current agreement.

Outline of Suggested Agreement Elements

1. Oversight Board
 - A. Create a standing Board comprised of appropriate stakeholders from each county.
 - B. Determine oversight responsibilities.
 - C. Establish basis for voting.
 - D. Establish goals and operating procedures for achieving them and measuring achievement success. (“Standard” Shelter or “No/Low Kill?”)
 - E. Adopt protocols for all aspects of the shelter operation using current legislative requirements, ASV Guidelines for Standards of Care in Animal Shelters etc.
 - F. Establish an operating budget.

- G. Establish % contribution basis for financial contributions.
- 2. Recommended Shelter Positions - (*No differentiation for "Standard" or "No/Low Kill"*)
 - A. **ACO Leadership:** A team of Ed Tucker and Toni Malaspina. This team approach would ensure that all nonprofit groups were educated about and adhered to the letter of the law. If there is an exception to any policy or procedure it should be authorized in writing by these two. All ACO staff is managed by this leadership team.
 - B. **Executive Director:** Formation of policy and procedure with ACO leadership. Supervises staff to ensure adherence to all policies and procedures. Responsible for resource development and management, nonprofit partnerships, marketing and advertising, intake, adoptions, staff and volunteer training and retraining. Responsible for nonprofit leadership and legal operations.
 - C. **Operations Director:** Works with leadership team to manage the day to day operations of the shelter including animal enrichment. Schedules, supervises and trains animal care workers. **Assistant Operations Director** ensures coverage for seven days a week.
 - D. **VIC:** Veterinarian in charge. Responsible for animal health, spay/neuter, drug management, staff, and volunteer medical training. Manages clinic staff (paid and volunteer). Manages foster hotline. Manages medical records inside animal tracking system. Manages behavior evaluations.
 - E. **Assistant VIC** ensures coverage for seven days a week.
 - F. **Volunteer/Rescue Coordinator:** Volunteer development, training, and execution. Vets rescues and coordinates their efforts. In partnership with the Operations Director manages social media and maintains status of animals on animal tracking system. Secures volunteers for photographs, enrichment and transportation. **Assistant V/R Coordinator** ensures coverage for seven days a week.
 - G. **Front Desk Manager:** Manages and schedules all front desk operations to ensure consistent customer messaging. With operations director and VIC manages intakes. Approves adoptions, coordinates fosters and handles the front end management of the animal tracking system. Schedules all intake procedures. Trains and supervises volunteer adoption ambassadors. **Assistant FD Manager** ensures coverage for seven days a week.
 - H. **Animal Care:** Plan for the minimum of 15 minutes per animal per day for cleaning and feeding. Would suggest one FTE for every 30 animals at least. Volunteers should be used for Animal Care support, prep and enrichment. This is a seven day a week obligation.

Appendix E

These Key Executive staff positions are intended for application to the NPO staffing lists.

These may also be applied to government run staffing in the form of Shelter Manager and Operations Manager with some obvious differences that should be defined by the entity governing the shelter operation.



Key Executive Staffing Duty Descriptions

TITLE: EXECUTIVE DIRECTOR

FUNCTION: Under the supervision of the Board of Directors, the Executive Director is responsible for the overall management of the Organization in accordance with adopted policies and by-laws of the organization. The Executive Director directly supports the mission, goals, objectives, strategic plans and development of the ORGANIZATION and serves as agency spokesperson in the community.

HOURS: Full-time - exempt, salaried position.

RESPONSIBILITIES & AUTHORITY:

1. Is responsible for the development and oversight of all agency departments and programs. Monitor all existing programs for effectiveness and recommend changes. Insures all animal care programs are administered humanely. Oversees the hiring, supervising, evaluating, disciplining, training, development and termination of all agency personnel. Ensures the implementation of personnel training programs that help staff accomplish their goals and maintain a working environment that attracts and retains quality people.
2. Administers fiscal management program including the preparation of the operating budgets. Oversees the authorized and proper expenditure of funds and ensures that all funds, physical assets and other property of the agency are appropriately safeguarded and administered. Oversees all agency accounts. Responsible for the security of all ORGANIZATION files, legal and historical documents.
3. Develops long-range plans and strategies. Ensures that all policies, plans and programs are regularly reviewed and modified in an efficient manner. Stays abreast of current animal welfare issues as well as the changing needs of the community. Assures the shelter philosophy and mission are relevant and practiced throughout the organization.
4. Assists management with difficult situations and resolves problems of a unique or sensitive nature. Responds to community concerns regarding animal and agency issues.

5. Meets with management team on a regular basis to review reports, procedures, and problems and discuss new strategies. Attends meetings of employees as necessary.
6. Meets regularly with the board of directors to present reports and apprise them of important issues, problems and new ideas. Assists the various committees with their specific assignments. Serves as liaison between the governing body and agency staff.
7. Represents the shelter as the chief spokesperson. Seeks out and maintains community contacts with government officials, agencies, civic groups, organizations, and the media. Attends pertinent workshops and seminars, maintains membership in professional organizations and networks with other executive directors.
8. To maintain contact with Trustees of Supporting Organization to keep informed of mission and needs of Society.
9. Is responsible for the oversight of the organization's fund raising and marketing programs. Fosters beneficial relationships with the general public, media, donors and potential donors. Is available to meet with potential donors to explain the shelter's mission, philosophy and long-range plans. Provides opportunities for community support through volunteering and donations.
10. With the Board of Directors, develop and implement a Strategic Plan designed to accelerate the accomplishment of the ORGANIZATION mission and position the organization for long-term success and viability.
11. Responsible for the oversight of operations.
12. Serve as liaison in ORGANIZATION legal affairs. Supervise and direct ORGANIZATION vendors, contractors and consultants to assure performance under their agreements with ORGANIZATION in compliance with ORGANIZATION budget and other restraints imposed by the Board of Directors. Ensure that satisfactory relationships exist between ORGANIZATION Counsel, Insurance Agents, Consultants, Accountants, Vendors and other (possible) contractors.

13. Other key areas of Responsibility:

- A. In conjunction with the Executive Committee, provide leadership, training and development for the members of the Board including initial orientation of all new Board members.
- B. Major Gifts and Planned Giving
- C. Administration
- D. Operations
- E. Capital Improvements and facility development
- F. Project & Program Development



TITLE: DIRECTOR OF OPERATIONS

FUNCTION: Provides leadership and direction for the efficient and smooth operation of shelter operations, including the medical department, business office, field services, facilities and animal placement. Directs the proper utilization of inventory, purchasing and cash handling. Manages ORGANIZATION animal inventory and makes policy decisions regarding animal placement. Ensures quality animal care and shelter cleanliness, and excellent customer service. Ensures quality programming that is in accordance with ORGANIZATION's mission, goals, management and resources. Responsible for managing budgets, supervising staff and writing policy and procedures.

HOURS: Full-time - exempt, salaried position.

DUTIES AND RESPONSIBILITIES:

1. Develops, implements and monitors programs to maintain and improve the standards of humane animal care and customer services to the animals and the community. Ensures quality of programs and services are in accordance to ORGANIZATION's procedure and philosophy. Develops and implements program enhancements to ensure the continued growth and progress in relation to annual and future goals. Develops annual goals that include timetables, procedures and accountabilities, and periodic audits.
2. Directs and supervises shelter, medical department, business office, facilities/maintenance,

placement and field staff in the performance of their responsibilities. This includes but is not limited to intake, animal care, veterinary medical care, adoptions, animal transportation, animal cruelty, behavior, foster care and New Hope programs. Responsible for hiring, firing, coaching, evaluations, and training programs.

3. Directs and monitors all aspects of the constant humane treatment and handling of sheltered animals. Monitors the maintenance, cleanliness and sanitation of equipment, animal care and customer service areas. Creates policy and monitors all aspects of field operations and shelter care, including cleanliness, feeding, housing, traffic flow, space use, and capital construction and design. Ensures accurate recordkeeping and maintains quality control.
4. Supervises and works with the Medical team to ensure that medical needs are identified, animals are receiving timely medical and surgical care and that treatments are being performed in accordance with ORGANIZATION's policy, mission, and resources.
5. Ensures that ORGANIZATION shelter and field services are following all guidelines as set forth by the law and government contracts. Acts as a liaison at contract negotiations and ensures that all requirements are being met. Provides reports as needed. Monitors statistics on animal population.
6. Directs the overall customer service and quality assurance programs, including regular review and follow-up on internal quality assurance alerts. Responds to specific problems and requests. Serves as a liaison to promote ORGANIZATION goals with public, partners, and government officials. Manages business office functions including cash handling, data entry, and daily transactions.
7. Monitors programs to ensure compliance with OSHA regulations. Monitors safety compliance of staff and takes immediate action to correct hazards.
8. Develops and reviews budgets and financial reports. Develops an annual budget for operational divisional activities and ensures that it is adhered to. Maintains department monthly and yearly statistics.
9. Plans and schedules the maintenance and repair of facilities and vehicles; determines the maintenance needs and identifies the costs associated with the planned maintenance and repair programs. Researches and develops plans for new construction, renovation and vehicles. Proposes and oversees capital expenditures and projects in division to meet budget timelines
10. Maintains inventory and is responsible for monitoring of all divisional supplies.

11. Actively participates in other departmental programs and projects including marketing, fundraising, outreach, volunteer programs and organizational services as needed and appropriate. Provide programs, presentations, training to staff and community as needed. Represent the organization at outreach events and on committees. Participate in programs and activities as an executive team member.
12. Develops and maintains the agency's emergency and disaster plans.
13. Other duties and projects as assigned
14. Work with Medical Director and medical operations on matters concerning animal health or behavior

SKILLS and Requirements

- Bachelors degree and a minimum of four years management experience, including budgetary and staff supervision, in animal welfare or a similar field, preferably a not-for-profit or an animal welfare organization. Previous experience may be accepted in lieu of a degree where appropriate.
- Proven ability to communicate effectively orally and in writing.
- Strong organizational, planning, and critical thinking skills
- Demonstrated ability to gather and analyze facts, devise solutions and implement plans
- Excellent interpersonal and supervisory skills
- Must have a STATE driver's license.
- Must be able to lift at least 50 lbs.

WORK ENVIRONMENT

While performing the duties of the job, the employee is frequently exposed to odors or airborne particles including animal fur and toxic chemicals. The noise level in the work environment is very loud. Frequent driving between facilities is required. This position is a member of ORGANIZATION's Executive Team and is required to be available after hours and on weekends as necessary

REPORTS TO: Executive Director

Appendix F

Comparison Matrix of Shelter Models

This matrix provides a conceptual overview comparison amongst the models outlined in the body of the report in the “Shelter Construction, Budgets, Operations & TNR” section.

Current TCAS Operations	Public Shelter owned/operated by government	Facility owned by government/operated by NPO	Facility owned by NPO, contracted sheltering services, rent to ACO
Understaffed, staffing expenses continuing to rise	All staff would need to be procured by government procedures, standards and with government benefits	Government staffing would stay flat with normal year over year increases. NPO responsible for hiring and funding staff and finding and training volunteers.	Government staffing would stay flat with normal year over year increases. NPO responsible for hiring and funding staff and finding and training volunteers.
Operational Budget insufficient	Operational budget will continue to rise without benefit of NPO pricing	Operational budget responsibility of NPO with contractual input by government, normally based on population	Operational budget responsibility of NPO with contractual input by government, normally based on population
Shelter standards/protocol is responsibility of Charles County with little or no input from St Mary’s	Shelter standards/protocols dictated by ACO	Shelter standards/protocols result of blend of influence from ACO and NPO	Shelter standards/protocols mandated by NPO but with agreement from ACO
Personnel Rules dictated by govt standards	Personnel Rules dictated by Gov’t. standards	Personnel Rules for ACO remains a government matter and personnel rules for NPO results of blend of influence from ACO and NPO	Shelter personnel Rules responsibility of NPO only. ACO retains responsibility for their personnel.
Governance should be blend of two counties’ ACO but is under Charles County. Leaves St. Mary’s County unable to account to citizens in a responsible manner.	Governance blend of two counties or just St. Mary’s if their shelter alone	Governance blend of ACO and NPO	Governance Board of Directors of NPO
County Owned facility	County owned facility	County owned facility	NPO owned facility
Counties administer agreement between parties. Calvert County is pulling out causing increase to two remaining parties.	Counties administer agreement between parties and is responsible for increases in services and shelter staffing.	County administers the agreement and retains ability to dictate terms that NPO must adhere to. County pays NPO for sheltering services normally based on population.	NPO administers the agreement. County pays rent and yearly contract for sheltering services to NPO normally based on population.

<p>Funding responsibility of government. Understaffed and target of criticism.</p>	<p>Funding responsibility of government.</p>	<p>Funding dictated by contract and remains relatively flat with expected increases due to population. No rent paid. NPO able to fundraise and use volunteers to mitigate rising costs.</p>	<p>Funding dictated by contract and remains relatively flat with expected increases due to population. Rented space remains relatively flat with year over year projected increases. Responsibility of NPO to fundraise and use volunteers to mitigate rising costs.</p>
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Appendix G

These practice recommendations can be applied to either a Bi-Counties shelter or St. Mary's standalone.

As we reported in our "Initial Sizing" section of the report these practices will produce results whether or not a formal declaration of "No Kill" is adopted



Best Practices for Achieving Low/No Kill

There are two current methods for defining Low/No Kill. The first is the Asilomar Accords which allows organizations to group the behavior and medical health of animals into categories. While this method is popular, it requires staff to make determination of animals before all information can be known. We prefer to examine numbers that don't require interpretation. The 90% Measure is performed by taking your total intake of numbers and subtracting those you were forced to euthanize (but never for space). The goal is to achieve a 90% or more Live Release Rate (LLR) and then claim Low/No Kill.

The following policies, procedures and programs come together to help you achieve Low/No Kill.

1. **Managed intake.** While we know, this is not ALWAYS possible, policies and procedures should support managed intake. When the public calls to relinquish their pet, give them an appointment two business days away. This will provide a cooling off period, give you opportunity to line up staff for medical and behavioral evaluation and ensure you have an area ready for the pet. Try to get all medical and behavioral information up front, so if appropriate the pet can be placed immediately on the adoption floor. If not appropriate other plans can be made. Clear and open communications with ACO staff can help you prepare for the possibility of a major seizure of animals. Press releases and volunteer notification will enable animals available to be foster to clear way for housing court cases. Take the chaos out of sheltering. Be prepared.
2. **Same day intake processing.** Intake is always stressful. Being in the shelter one additional day without being ready for adoption is a mistake. Photograph, describe, vaccinate, disease test, bathe, give flea/tick medication, rabies vaccination and schedule spay/neuter for the earliest possible date, ideally within minutes of intake. The role of the shelter is to prepare the animal for adoption as soon as possible. Put the animal on your shelter tracking system ASAP in the appropriate category (stray, on foster etc.). Even if the animal cannot be adopted immediately, and every procedure cannot be accomplished legally) citizens should be able to view a photograph and description the same day they arrive. By scheduling all procedures that day there is less chance of animals lingering in the system. People can fall in love with their next family member via the internet.
3. **Same day adoptions.** That means everything in the shelter is ready for adoption, including being spay/neutered and rabies vaccinated. If the ACO has not alerted you to Do Not Adopt, visitors to the shelter should be able to leave with a fur baby. Comprehensive adoption programs that operate during weekend and evening hours and include offsite adoption venues.

Critical Shelter Programs*

"The No Kill Blueprint"

Feral Cat Trap/Neuter/Return Program

Lower cost than "Trap Kill & Dispose" –
Effectively reduces feral cat population

High-Volume, Low-Cost Spay/Neuter

Quickly leads to fewer animals entering the
shelter = longer shelter life

Rescue Groups

Adoption or transfer frees space, reduces costs
of feeding, housing, killing & disposal

Foster Care

Frees space, engages community volunteers,
reduces costs & increases adoptions

Comprehensive Adoption Programs

Increased rates of adoption = saved lives =
longer shelter life

Pet Retention

Counseling greatly reduces relinquishment rates
= reduced shelter intake

Medical and Behavior Rehabilitation

Treatable animals can be saved and adopted =
saved lives = longer shelter life

Public Relations/Community

Involvement

Increase public awareness of the mission as a
"pet rescue" shelter

Volunteers

The "army of compassion" – fully engages the
community in the "pet rescue" mission

A Compassionate Director

The most critical element for success =
Leadership

* From - "Redemption – The Myth of Pet Overpopulation and
the No Kill Revolution in America" - Nathan J. Winograd

If you are closed, all you are missing is donations and adoptions. Shelters should strive to be open every holiday for adoptions. A flexible PTO (paid time off) will give your employees the time they need. Volunteers will supplement so valued employees can be at home with their family. Remove barriers to adoption such as home visits, references, vet check, landlord check and more. Assume that people coming to adopt have the best interest of the pet in mind.

4. Detailed and documented cleaning program. Policies and procedures that fight communicable disease are absolutely necessary to prevent disease outbreaks and delayed adoptions. There must be three levels of care for all species accepted, quarantine, isolation and adoption with separate air handling systems to support it. Staff and volunteer training and retraining is a must. Having gloves, gowns, masks and goggles will support this as is proper disposal of waste. Contaminated waste and trash should not be transported by healthy and compromised animals.
5. A foster care network for under aged, traumatized, sick, injured, or other animals needing refuge before any sheltered animal is killed, unless the prognosis for rehabilitation of that individual animal is poor or grave. This network of foster families should keep anything that is not ready for adoption OUT of the facility (except for court involved cases). That will increase adoptability and decrease disease outbreak. Think medically rehabilitation and nursing kittens. This team of volunteers can examine behavior outside of the shelter to give the pet the best opportunity for re-homing. Give your appropriately trained and trusted foster families the ability to perform adoptions on their own.
6. Medical and behavioral rehabilitation programs. This can be expensive. Begin by looking for volunteers, then part-time employees then full time staff. Have a place for rehabilitation and the policies and programs in place to support it. Your donating public will support the cause if you articulate it successfully.
7. Pet retention programs to solve medical, environmental, or behavioral problems and keep animals with their caring and responsible caregivers. This is often addressed as a HELPDESK. The HELPDESK team of volunteers or staff mans the phones around the clock to give the public the resources they need to keep their pet in the family. Fosters may be needed for emergencies, food, medical care, vaccines, kennels etc. This group should have an extensive notebook filled with resources like trainers, rescues and their contact information, wildlife referral information and more. These folks should have the time and resources to ask and answer questions until issues are resolved. They also need the authority to give away resources in order to achieve success.

8. Think TNvR with the v being for vetting. If you have your hands-on community cats for example, supply them with all the vaccines, antibiotics, de-worming, disease testing, microchip, and spay/neuter at no charge. Track your partner caregivers and supply them with anything they need. Celebrate them as you do your staff, volunteers, and foster families. Establish programs to release free-living animals back to their habitats. End policies of accepting trapped free-living animals to be destroyed as unadoptable, and implementation of re-release programs.
9. Rescue group right of access to shelter animals. Sometimes this can really help ACO and the public. However, all rescue groups that partner with the shelter MUST follow the letter of the law or their relationship with ACO will fail. With rights come expectations. Their volunteers should be maximized to reduce staff time.
10. Volunteer programs to socialize animals, promote adoptions, and help in the operations of the shelter. They can run your helpdesk, fundraisers and do the laundry with ease. Celebrate this group as well. It is necessary to have a volunteer handbook and training to advance to different levels. If you must make the unhappy decision to terminate a volunteer relationship, it better be documented in policy and volunteer file.
11. Documentation that the public and ACO can view at any time about the status of an animal. Documentation that all efforts to save an animal have been considered, including medical and behavioral rehabilitation, foster care, rescue groups, re-release, and adoption. Documentation is key to examining the past and either repeating it or not. To get better, a shelter must understand what actions were taken to save a life. To get better we must examine ourselves and our successes and failures. Our activities must be transparent in order to succeed. Keep also social media up to date on a daily basis. Ask the public's help for needed resources. Provide all policies and procedures on your webpage, along with all financial reports, annual reports. It will also save you time when the public calls for information.
12. Please make an end to "owner"-requested killing of animals unless the shelter has made an independent determination that the animal is irremediably suffering.
13. Repeal of unenforceable and counter-productive animal control ordinances such as cat licensing and leash laws, pet limit laws, bans on feeding stray animals, and bans on specific breeds. Luckily Maryland does not discriminate against specific breeds. In addition, everyone seems to agree that TNvR of community cats is helpful to the community.
14. Keep Social Media accurate, transparent, and up to date. A great shelter will lose volunteers, donors, and adopters if they cannot rely on the accuracy of the information that is reported.

Provide up to date financials, animal statistics, all policies, and procedures on your website for public review and scrutiny. They may not like the policy but will respect the organization if everyone is following the policies and procedures completely.

Do Not Open for the first day of business without the following:

1. Fully developed website publishing (at the least): hours of operation, location with directions, mission, vision and history of the organization, copy of the contract by and between the parties involved in the operation, adoption policies, protocols and procedures with an application online, all medical policies, protocols and procedures, cleaning policies, protocols and procedures, volunteer and foster policies, protocols and procedures with YouTube videos for training, a link to your HELPDESK handbook, Intake policies, protocols and procedures, a place to report lost and found animals with pictures and descriptions, behavior and training policies, protocols and procedures, last three years of audited financial statements, statistical reporting, euthanasia decision matrix, gift acceptance polies, protocols and procedures, employee handbook and link to job applications,
2. A fully staffed and trained staff and volunteers who adhere to the mission and vision of the organization
3. Clean and prepped facility