

PS COMMITTEE #4  
October 30, 2014

**MEMORANDUM**

October 28, 2014

TO: Public Safety Committee  
FROM: Susan J. Farag, Legislative Analyst *SJF*  
SUBJECT: Update: Animal Services and Adoption Center

Today, the Committee will receive an update from the Animal Services Division (ASD) of the Police Department on its current initiatives and future plans. The following are expected to brief the Committee:

Chief Tom Manger, Montgomery County Police Department (MCPD)  
Assistant Chief Betsy Davis, MCPD  
Mary Healey, Animal Services Division Director  
Bruce Meier, Office of Management and Budget (OMB)

**Transition and Staffing**

The new Animal Shelter and Adoption Center officially opened on March 1 this year. The new facility is approximately 50,000 square feet, situated on almost seven acres of land. It replaces the old shelter on Rothgeb Drive, which was about 15,000 square feet.

Staff began the transition process in December 2013. At that time, ASD began hiring and training of new shelter operation staff, developed policies and procedures for the new Center's programs, including animal care, adoptions, and stocking the new Center with supplies. The Montgomery County Humane Society remained under contract with the County through the end of March to allow for an overlap of services.

The transfer of animals began in late February. The Rothgeb Drive location remained open through March, and MCHS continued to accept animals there that residents brought in. At the end of March, the Rothgeb Drive location was closed, and signage was posted to refer residents

to the new Center. The new facility is fully functional, although some building punch list and warranty items are still being worked on.

ASD has 66 staff positions, including 22 field service positions and 43 shelter operation positions, plus the Director. Staffing issues were not a concern during the transition. Executive staff advises that as Center operations normalize, ASD is evaluating operations and staffing to determine if any changes are needed.

ASD also has 165 active volunteers, who are asked to make at least an eight hour commitment to the shelter each month. Total volunteer hours for March through September are 2,417 (see chart attached at © 17).

**Customers Served**

From March 1 to September 30, the new Center has served over 25,000 customers. A detailed breakdown of customer service can be found on © 12. Overall, the Center had contact with customers for the following issues:

<b>Customers Served at the ASAC (03/01/14 – 09/30/14)</b>	
Pet Licenses	129
Adoption	7,587
Donation	995
Visit	16,911
Volunteer	494
<b>Total:</b>	<b>25,924</b>

**Animal Intake and Outcome Statistics**

Detailed charts showing animal intake and outcome by species are attached at ©4-11. From March 1 to September 30, the Center has taken in about 4,217 animals. Most of these include dogs (1,438) and cats (1,345), but they also include a significant number of wild animals (941), as well as birds, reptiles, farm animals, and other small domesticated mammals. The reasons for intake vary widely, although most are due to owner surrender (1,006) or strays (1,649).

Outcome numbers are slightly lower than intake, with 3,855 for the same period. Of these, 1,123 were adopted and 676 were returned to their owners. *The Committee may wish to ask about Center capacity given that it's taking in more animals than it is releasing. What are the Center's expectations with respect to increasing future adoptions and other types of placements? Is capacity an emerging issue that will necessitate additional staff?*

The Center has also held five rabies vaccination clinics in 2014, and have had 931 animals vaccinated (see attached at ©13).

## **Community Outreach**

ASD has held multiple promotional events, such as *Meow Kids on the Block* (for cats), *More to Love* (dogs over 40 pounds), *Little by Little* (small animals), *Back to School* (cats), and *Let's Stay Together* (bonded pairs, all species). ASD conducts a variety of workshops throughout the year, including adoption event workshops as well as *Your Adopted Dog* and *Alley Cat Allies*.

ASD uses social media sites such as Facebook, Flickr, Instagram, Twitter, and YouTube, and has participated in several interviews with local TV, County TV, and newspapers. ASD provides print Public Service Announcements about various animal welfare issues, such as *Pets in Hot Cars*. Examples of social media posts and PSAs are attached at © 18-31.

## **Pet Licensing**

During previous briefings to the Committee, Executive staff had advised that ASD costs were expected to increase about \$1.2 million to provide adequate staffing and services at the much larger facility, but that a proactive approach to pet licensing would offset much of those costs with additional licensing fee revenues. ASD intended to use online pet licensure as one way to increase compliance with pet licensing requirements.

ASD currently uses HLP as their vendor for shelter management software. HLP also has an online pet licensing product that is compatible with the current management software, allowing for easy integration of online licensing data. The use of the software has been delayed, however, by the discovery that the existing product is not PCI-SSC certified, which is required by the Department of Finance. This certification requires certain payment card data security measures. The Police Department is working with the County Attorney's Office, Finance, and the Department of Technology Services to remedy the issue. Staff expects to have the online pet licensing system compliant within the next month.

In the mean time, ASD continues to license pets through traditional means. Compared to the same seven month period in 2013, licensing revenues have increased from \$180,063 to \$217,942 (see attached at ©32-36 for more detailed information).

## **MCPAW Partnership**

ASD has entered into a partnership with the nonprofit organization Montgomery County Partnership for Animal Well-Being (MCPAW). The partnership promotes community support for the Center and the adoption program. In the PDF for the new Animal Shelter and Adoption Center, MCPAW was identified as contributing \$2 million to the facility for enhanced facilities and to meet future equipment needs. MCPAW may volunteer hours, hold fundraisers, provide

in-kind donations, and engage in other fund raising and support activities of the Center. MCPAW volunteers who work at ASD programs or at the store must become volunteers of ASD and attend ASD volunteer orientation and training, including a background check. Of the 165 active ASD volunteers, four are identified as MCPAW volunteers.

MCPAW also operates a retail store inside the Center. A list of MCPAW services and donations to the Center is included on ©38-39, and includes such services as:

- Functioning as a rescue group and resource for trapping neutering, and returning community cats;
- Funding the Purple Care Program, that encourages adoption of senior cats and assists senior citizens with adoptions;
- Acted as tour guides during the Center's grand opening.

MCPAW has also made several donations to the shelter:

- Cat and dog showcase and meet-and-greet room designs;
- Vet Suite items include 2 Bair Hugger Temperature Management Unites;
- Kool Kurtain shade covers for outdoor exercise runs;
- Kongs, bullysticks, chew bones, leashes, collars, and other items.

MCPAW has both an MOU (attached at ©40-46) and License agreement for the retail store space (attached ©47-68). These agreements require MCPAW to provide a quarterly account of:

- Net proceeds received in connection with private events at the Center;
- Arranging for in-kind donations;
- Operating a store in the Center; and
- Solicitations on behalf of the Center.

MCPAW much also provide an annual financial report as well as copies of its IRS form 990. MCPAW also must remit net proceeds from in-kind donations, store operations, and solicitations to ASD on a quarterly basis.

Council staff requested information regarding MCPAW financial donations to ASD to determine the amount of money raised to date by MCPAW for the Center. ASD has indicated it does not know that information. It has requested the quarterly report from MCPAW, but as of last week, ASD had not received the report. ***Council staff is concerned that there appears to be no written account of funds directly related to the use of County space in the retail store, or in connection with fundraising and other activities done on behalf of the County. The Committee may wish to ask for more information on the financial relationship between the County and MCPAW. The Committee may also wish to ask that copies of financial reports be provided to the Committee as they are received.***

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## Department of Police Animal Services Division

Response to Council questions:

1) An update on the actual transition from the Rothgeb Drive shelter. What problems did you face? What still needs to be resolved?

The transition from the Rothgeb Drive Shelter to the new Center was an orderly and cooperative operation. Preparation for the transition began in December 2013 with hiring and training of shelter operation staff, development of policies and procedures for the new Center's programs including animal care and adoptions and stocking the new Center with supplies. The Montgomery County Humane Society remained under contract with the County through March 31, 2014 allowing for an overlap of services and an opportunity to inform the public of the transition. The transfer of animals began on February 25, 2014 from the Rothgeb location to the new Center. MCHS continued to house animals at the Rothgeb shelter that had pending adoption applications and then processed the adoptions. The Rothgeb Drive location remained opened through March and MCHS was able to accept animals that patrons brought in. MCHS processed the animals that were brought in (complete the appropriate paperwork and forms that were supplied by ASD) and transported the animals to the new Center. Citizens calling the MCHS Rothgeb location telephone number were instructed by message to call the new Center at the new telephone number. At the end of March the Rothgeb Drive location was closed, and signs were posted referring patrons to the new Center.

Building punch list and warranty items continue to be worked on.

2) Numbers of animals sheltered, adopted, put down, etc. (however you keep stats).

**See Attachment: Animal Statistics**

3) Current staffing issues, including information on volunteers. Were there staffing issues during the transition? Are there any identified needs for more staff? If so, where?

ASD is currently allocated 66 positions: 22 Field Service positions and 43 Shelter Operation positions + the Director. Staffing issues were not a concern during the transition. As the new Center operations normalize, we are evaluating operations and staffing for consideration of adjustments.

The first volunteer orientation meetings were held on March 30 and 31, 2014. Currently, ASD has 165 active volunteers. **See attachment: Volunteer Services**

4) Licensing pets.

a) The Department had discussed potentially implementing an online licensing system. What is the status of this initiative? **See attachment: Pet Licensing**

b) Data on licenses issued over the past several years. **See attachment: Pet Licensing**

5) An update on MCPAW, including its funding.

a) Please describe the legal/contractual relationship between the County and MCPAW. If there is an MOU or contract, please provide a copy. **See attachment: MCPAW**

b) Originally MCPAW's goal was to raise \$2 million toward the facility. Has this been accomplished? If so, over what time period? ASD does not know the answer to these questions.

c) What services does MCPAW provide to the facility? **See attachment: MCPAW**  
Are these paid or volunteer services? The County does not pay for these services, ASD does not know if MCPAW pays for services. If any are paid, please provide details. If volunteer, how many hours? There are four Center volunteers who are identified as MCPAW volunteers. ASD tracks volunteer hours for Center volunteers only. ASD does not collect data on MCPAW volunteers.

d) What is the total amount of money raised to date by MCPAW (by year if possible)? ASD does not know the total amount of money raised to date by MCPAW. A quarterly financial report request was sent to MCPAW. At time of writing ASD has not received the report.

e) Of this amount, what has actually been provided to the facility (less MCPAW administrative and operating expenses)? ASD does not know.

Community project update: **see attachment Community Outreach**

# **ANIMAL STATISTICS**



# Animal Services Division

## Animal Intake Summary September 2014

	Domestic Birds	Cats	Dogs	Farm Animals	Reptiles	Domestic Small Mammals	Wild Animals (Birds, Mammals)	Total	March 1 - Sept 30, 2014
Confiscate	4	1	16	0	0	2	0	23	128
Disposal	0	13	7	0	0	1	9	30	290
Euthanasia Request	0	12	27	0	0	2	N/A	41	234
Owner Surrender	7	51	39	1	9	15	N/A	122	1006
Returned Adoption	0	0	2	0	0	0	N/A	2	46
Stray	3	105	107	1	1	9	N/A	226	1649
Wildlife	N/A	N/A	N/A	N/A	3	N/A	92	95	864
<b>Total</b>	<b>14</b>	<b>182</b>	<b>198</b>	<b>2</b>	<b>13</b>	<b>29</b>	<b>101</b>	<b>539</b>	<b>4217</b>
March 1 - Sept 30, 2014	135	1345	1438	36	71	251	941	4217	

### Intake - Domestic Birds By Species

Pigeons/Doves	5
Parakeets	3
Cockatiels	2
Eclectus Parrots	2
Lovebirds	2
<b>Total</b>	<b>14</b>

### Intake - Domestic Small Animals By Species

Rabbits	10
Hamster	7
Guinea Pigs	5
Rats	3
Ferret	2
Hedgehogs	2
<b>Total</b>	<b>29</b>

### Wildlife Intake By Species

Raccoons	34
Rabbits (wild)	14
Squirrels	14
Bats	9
Doves/Pigeons	5
Opossums	4
Fox	3
Groundhogs	3
Songbirds	3
Cows	2
Deer	1
Duck	1
Hummingbird	1
Rat	1
<b>Total</b>	<b>95</b>

### Intake - Reptiles

Turtles	6
Bearded Dragon	5
Frog	1
Snake	1
<b>Total</b>	<b>13</b>

### Intake - Farm Animals

Chickens	2
<b>Total</b>	<b>2</b>

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### Animal Outcome Summary September 2014

	Domestic Birds	Cats	Dogs	Farm Animals	Reptiles	Domestic Small Mammals	Wild Animals (Birds, Mammals)	Total	March 1 - Sept 30, 2014
Adopted	4	85	66	0	0	8	N/A	163	1123
Disposal/DOA	0	13	7	0	0	1	9	30	291
Euthanized Owner Request	0	12	27	0	0	2	N/A	41	226
Euthanized Shelter & Animal Control	0	21	23	0	2	0	N/A	46	290
Euthanized Wildlife	N/A	N/A	N/A	N/A	2	N/A	69	71	556
Died (in route, foster, shelter)	2	1	1	0	0	1	3	8	108
Return To Owner	0	9	68	0	1	3	N/A	81	676
Transfer	3	24	4	0	1	7	20	59	559
Relocated	N/A	N/A	N/A	N/A	0	N/A	0	0	26
<b>Total</b>	<b>9</b>	<b>165</b>	<b>196</b>	<b>0</b>	<b>6</b>	<b>22</b>	<b>101</b>	<b>499</b>	<b>3855</b>
March 1 - Sept 30, 2014	109	1108	1394	18	51	197	978	3855	

#### Died Enroute, In Foster, Or in Shelter (8) - Reasons

Died on way to shelter (3) - 2 Wild Birds & 1 Parakeet
Died before transport to Second Chance (1) - Wild Birds
Died in shelter shortly after arrival (1) - 1 Pigeon (Severely emaciated and dehydrated)
Died in Foster (1) - 1 Kitten of Unknown causes
Died due to complications of surgery (2) - 1 guinea pig & 1 dog

#### Reasons for Euthanasia (Shelter Animals & Animal Control)

Ill Severe	14
Behavior Severe	22
Injured Severe	5
Rabies Testing	5
<b>Total</b>	<b>46</b>

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## Domestic Birds Intake and Outcome March - September 2014

### Domestic Birds Intake Summary by Type

	March	April	May	June	July	August	September	Total
Confiscate	1	0	0	2	0	0	4	7
Disposal	3	0	0	0	0	0	0	3
Euthanasia Request	0	0	0	0	0	2	0	2
Owner Surrender	14	24	6	13	1	7	7	72
Returned Adoption	0	0	0	0	0	0	0	0
Stray	1	3	4	6	7	5	3	29
Wildlife	0	0	0	0	0	0	0	0
<b>Total</b>	<b>19</b>	<b>27</b>	<b>10</b>	<b>21</b>	<b>8</b>	<b>14</b>	<b>14</b>	<b>113</b>

### Domestic Birds Outcome Summary by Type

	March	April	May	June	July	August	September	Total
Adopted	14	7	5	17	4	11	4	62
Disposal/DOA	3	0	0	0	0	0	0	3
Euthanized - Owner Request	0	0	0	0	0	2	0	2
Euthanized - Shelter & AC	1	3	1	0	0	0	0	5
Euthanized - Wildlife	0	0	0	0	0	0	0	0
Died - enroute, foster, shelter	0	14	0	3	1	1	2	21
Return To Owner	0	0	1	0	3	1	0	5
Transfer	0	0	1	1	2	3	3	10
Relocated	0	0	0	0	0	0	0	0
<b>Total</b>	<b>18</b>	<b>24</b>	<b>8</b>	<b>21</b>	<b>10</b>	<b>18</b>	<b>9</b>	<b>108</b>

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## Cats Intake and Outcome March - September 2014

### Cats Intake Summary by Type

	March	April	May	June	July	August	September	Total
Confiscate	2	1	3	4	4	5	1	20
Disposal	7	16	16	8	17	12	13	89
Euthanasia Request	17	9	9	9	14	4	12	74
Owner Surrender	62	49	52	62	57	54	51	387
Returned Adoption	1	1	4	4	3	1	0	14
Stray	48	65	130	177	115	121	105	761
Wildlife	0	0	0	0	0	0	0	0
<b>Total</b>	<b>137</b>	<b>141</b>	<b>214</b>	<b>264</b>	<b>210</b>	<b>197</b>	<b>182</b>	<b>1345</b>

### Cats Outcome Summary by Type

	March	April	May	June	July	August	September	Total
Adopted	44	36	58	93	58	90	85	464
Disposal/DOA	7	14	16	8	17	12	13	87
Euthanized - Owner Request	17	10	9	9	14	4	12	75
Euthanized - Shelter & AC	5	17	15	35	25	33	21	151
Euthanized - Wildlife	0	0	0	0	0	0	0	0
Died - enroute, foster, shelter	0	1	4	7	4	7	1	24
Return To Owner	5	9	6	14	12	21	9	76
Transfer	0	27	39	55	44	42	24	231
Relocated	0	0	0	0	0	0	0	0
<b>Total</b>	<b>78</b>	<b>114</b>	<b>147</b>	<b>221</b>	<b>174</b>	<b>209</b>	<b>165</b>	<b>1108</b>

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## Dogs Intake and Outcome March - September 2014

### Dogs Intake Summary by Type

	March	April	May	June	July	August	September	Total
Confiscate	12	12	8	13	14	9	16	84
Disposal	14	7	8	22	8	9	7	75
Euthanasia Request	14	12	22	21	27	20	27	143
Owner Surrender	81	62	38	36	44	30	39	330
Returned Adoption	6	10	3	3	3	5	2	32
Stray	116	103	127	92	116	113	107	774
Wildlife	0	0	0	0	0	0	0	0
<b>Total</b>	<b>243</b>	<b>206</b>	<b>206</b>	<b>187</b>	<b>212</b>	<b>186</b>	<b>198</b>	<b>1438</b>

### Dogs Outcome Summary by Type

	March	April	May	June	July	August	September	Total
Adopted	71	55	60	43	68	81	66	444
Disposal/DOA	14	7	8	22	8	9	7	75
Euthanized - Owner Request	14	12	22	21	27	20	27	143
Euthanized - Shelter & AC	9	19	6	15	24	8	23	104
Euthanized - Wildlife	0	0	0	0	0	0	0	0
Died - enroute, foster, shelter	0	0	0	0	1	0	1	2
Return To Owner	77	73	99	79	95	86	68	577
Transfer	0	17	12	10	5	1	4	49
Relocated	0	0	0	0	0	0	0	0
<b>Total</b>	<b>185</b>	<b>183</b>	<b>207</b>	<b>190</b>	<b>228</b>	<b>205</b>	<b>196</b>	<b>1394</b>

## Farm Animals Intake and Outcome March - September 2014

### Farm Animal Intake Summary by Type

	March	April	May	June	July	August	September	Total
Confiscate	0	0	0	0	0	0	0	0
Disposal	0	0	0	0	0	0	0	0
Euthanasia Request	0	0	0	0	0	0	0	0
Owner Surrender	0	0	1	7	5	5	1	19
Returned Adoption	0	0	0	0	0	0	0	0
Stray	0	0	4	2	3	7	1	17
Wildlife	0	0	0	0	0	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>9</b>	<b>8</b>	<b>12</b>	<b>2</b>	<b>36</b>

### Farm Animal Outcome Summary by Type

	March	April	May	June	July	August	September	Total
Adopted	0	1	3	2	0	0	0	6
Disposal/DOA	0	0	0	0	0	0	0	0
Euthanized - Owner Request	0	0	0	0	0	0	0	0
Euthanized - Shelter & AC	0	0	0	0	1	1	0	2
Euthanized - Wildlife	0	0	0	0	0	0	0	0
Died - enroute, foster, shelter	0	0	0	2	0	0	0	2
Return To Owner	0	0	0	0	0	6	0	6
Transfer	0	1	1	0	0	0	0	2
Relocated	0	0	0	0	0	0	0	0
<b>Total</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>4</b>	<b>1</b>	<b>7</b>	<b>0</b>	<b>18</b>

## Reptiles Intake and Outcome March - September 2014

### Reptiles Intake Summary by Type

	March	April	May	June	July	August	September	Total
Confiscate	5	0	0	8	0	2	0	15
Disposal	0	0	0	0	0	0	0	0
Euthanasia Request	0	0	0	0	0	0	0	0
Owner Surrender	1	5	5	2	2	3	9	27
Returned Adoption	0	0	0	0	0	0	0	0
Stray	2	0	3	0	2	3	1	11
Wildlife	0	3	9	2	0	1	3	18
<b>Total</b>	<b>8</b>	<b>8</b>	<b>17</b>	<b>12</b>	<b>4</b>	<b>9</b>	<b>13</b>	<b>71</b>

### Reptiles Outcome Summary by Type

	March	April	May	June	July	August	September	Total
Adopted	6	1	7	5	3	4	0	26
Disposal/DOA	0	0	0	0	0	0	0	0
Euthanized - Owner Request	0	0	0	0	0	0	0	0
Euthanized - Shelter & AC	0	0	0	0	1	0	2	3
Euthanized - Wildlife	0	0	1	1	0	0	2	4
Died - enroute, foster, shelter	0	0	1	1	1	1	0	4
Return To Owner	0	0	0	0	0	2	1	3
Transfer	2	3	0	0	0	2	1	8
Relocated	0	0	8	1	0	2	0	11
<b>Total</b>	<b>8</b>	<b>4</b>	<b>17</b>	<b>8</b>	<b>5</b>	<b>11</b>	<b>6</b>	<b>59</b>

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## Small Domestic Mammals Intake and Outcome March - September 2014

### Small Domestic Mammals Intake Summary by Type

	March	April	May	June	July	August	September	Total
Confiscate	0	0	0	0	0	0	2	2
Disposal	0	5	0	2	1	1	1	10
Euthanasia Request	4	4	1	1	1	2	2	15
Owner Surrender	29	37	24	21	24	21	15	171
Returned Adoption	0	0	0	0	0	0	0	0
Stray	0	7	17	10	9	5	9	57
Wildlife	0	0	0	0	0	0	0	0
<b>Total</b>	<b>33</b>	<b>53</b>	<b>42</b>	<b>34</b>	<b>35</b>	<b>29</b>	<b>29</b>	<b>255</b>

### Small Domestic Mammals Outcome Summary by Type

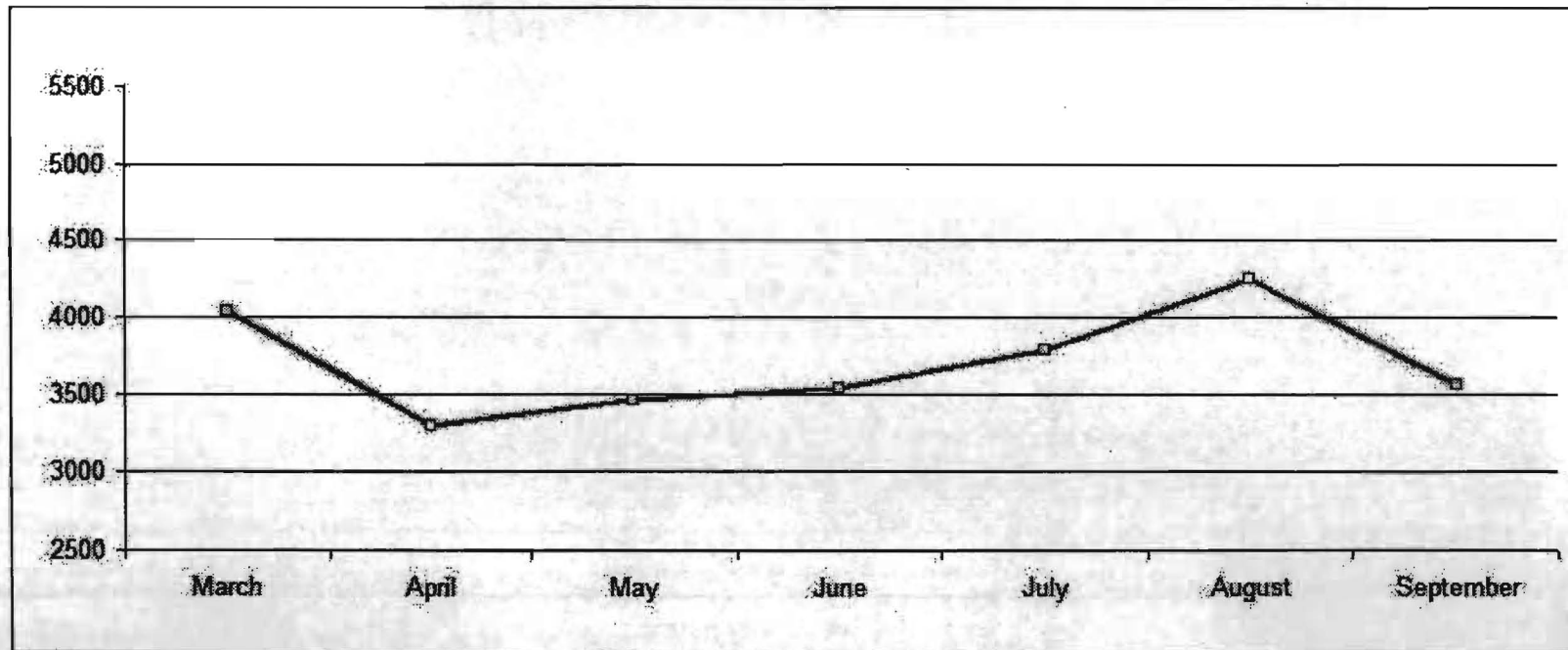
	March	April	May	June	July	August	September	Total
Adopted	13	11	12	22	15	40	8	121
Disposal/DOA	0	4	0	2	1	1	1	9
Euthanized - Owner Request	4	4	1	1	1	2	2	15
Euthanized - Shelter & AC	8	2	0	2	1	2	0	15
Euthanized - Wildlife	0	0	0	0	0	0	0	0
Died - enroute, foster, shelter	0	5	0	1	3	0	1	10
Return To Owner	4	0	2	0	0	0	3	9
Transfer	0	14	14	0	5	7	7	47
Relocated	0	0	0	0	0	0	0	0
<b>Total</b>	<b>29</b>	<b>40</b>	<b>29</b>	<b>28</b>	<b>26</b>	<b>52</b>	<b>22</b>	<b>226</b>

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**Customers Served at the MCASAC 2014**

Month	Pet License	Adoption	Donation	Visit	Volunteer	Total
March	25	1092	—	2926	—	4043
April	8	642	105	2482	63	3300
May	12	818	173	2354	99	3456
June	17	802	135	2430	154	3538
July	16	1351	172	2371	65	3785
August	39	1500	261	2387	64	4249
September	12	1382	149	1961	49	3553
Total	129	7587	995	16911	494	25924



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### Rabies Vaccination Clinics 2014

<b>Date</b>	<b>Animals Vaccinated</b>
Sunday, May 18, 2014	190
Sunday, June 15, 2014	170
Sunday, July 20, 2014	183
Sunday, August 17, 2014	223
Sunday, September 21, 2014	165
<b>Total 2014</b>	<b>931</b>

# **VOLUNTEER SERVICES**



## *Adult Volunteer Opportunities*

Time Commitment: 8 hours per month

### *Animal Handling Positions*

- **Dog Handler:** Dog Handlers are responsible for walking dogs, preparing and distributing enrichment items, cleaning runs and play areas as necessary.
- **Cat Handler:** Cat Handlers are responsible for socializing and providing enrichment to cats.
- **Small Animal Handler:** Small Animal Handlers are responsible for grooming the small animals and providing enrichment and other special activities.
- **Enrichment Assistant:** Enrichment Assistants are responsible for preparing and creating enrichment items such as stuffed Kongs, busy buckets, scent sticks, etc.
- **Groomer:** Animal Groomers are responsible for brushing, bathing, trimming fur, etc. Animals deemed safe for grooming will be identified by ASD staff.
- **Behavior Assistant:** Behavior Assistants are responsible for the socialization, enrichment and training of animals, including other special activities.
- **Adoption Visit Assistant:** Adoption Visit Assistants are responsible for transporting animals to and from the "Meet and Greet" rooms/visiting areas to meet potential adopters, as well as helping supervise adoption visits.
- **Adoption Ambassadors:** Adoption Ambassadors are responsible for advocating adoptable dog(s) at the shelter and showcasing them in surrounding areas to attract potential adopters.
- **Animal Transporters:** Animal Transporters are responsible for transporting animals to local rescue organizations in the State of Maryland in their personal vehicles.

- **Tour Guide:** Tour Guides are responsible for planning and conducting scheduled tours for visitors at the shelter.
- **Photographer:** Photographers are responsible for capturing photos of adoptable animals at the shelter for use on the shelter's site, social media outlets, and print materials.
- **Special Event Assistant:** Special Event Assistants are responsible for assisting staff with the coordination of special events both on and off site. May involve the direct handling of animals.

### **Customer Service Positions**

- **Customer Service Greeter and Meet Your Match Coordinator:** Customer Service Greeters and Meet Your Match Coordinators are responsible for greeting patrons in the lobby area, directing them to the appropriate areas, explaining the adoption process to prospective adopters, and assisting them in filling out Meet Your Match surveys.
- **Special Event Assistant:** Special Events Assistants are responsible for assisting staff with the coordination of special events both on and off site. May involve the direct handling of animals.

**Total Active Volunteers 165**

March 2014 - September 2014

<b>Position</b>	<b>Total Hours</b>	<b>Total Volunteer Count</b>
Adoption Ambassador	14.75	3
Adoption Visit Assistan	276.25	21
Behavior Assistant	459.5	23
Cat Handler	449.25	28
Customer Service Greeter	52.5	5
Dog Handler	373.25	32
Enrichment Assistant	144.75	21
Groomer	2	1
Photographer	71.5	9
Small Animal Handler	69	9
Special Event Assistant	504.75	8
<b>Total</b>	<b>2417.5</b>	<b>160</b>

# **Community Outreach**

## **ASD Community Outreach Events and Promotions**

### **Promotional Events:**

Meow Kids on the Block (cats): June 21<sup>st</sup> and 22<sup>nd</sup>

More to Love (dogs over 40lbs.): July 26<sup>th</sup> and 27<sup>th</sup>

Little By Little (small animals): August '14

Back to School (cats): Sept. 13<sup>th</sup> and 14<sup>th</sup>

Let's Stay Together flash sale (bonded pairs; all species): Oct. 2<sup>nd</sup> – 5<sup>th</sup>

### **Adoption Event Workshop**

Rabbit Care and Training by Diana Foley: Aug. 23<sup>rd</sup>

### **Print PSA's**

Pets in Hot Cars – First release: May 26<sup>th</sup>

“I'm a dog” (in honor of Pit Bull Awareness Day and Adopt a Shelter Dog Month) – First release Oct. 17<sup>th</sup>

### **Ongoing Workshops**

*Your Adopted Dog* monthly workshop with Jeni Grant (second Tuesday of every month)

*Alley Cat Allies* monthly workshop (Starting Nov. '14)

### **Community Events**

Free Rabies Vaccination Clinics:

Sunday, May 18th

Sunday, June 15th

Sunday, July 20th

Sunday, Aug. 17th

Sunday, Sept. 21st

Sunday, Oct. 19th

Volunteer Community Service Week (October 18 – 26)

### **Adoption Programs (volunteers make appearances at events w/ adoptable shelter dogs)**

Adoption Ambassador Program

### **Social Media Sites**

Facebook

Flickr

Instagram

Twitter

YouTube

Local TV, county TV and newspaper interviews reference the new shelter

Various other outreach efforts too many to list.



## Facebook Posts

Don't  
Leave  
Your  
Pet  
in a  
Parked  
Car

DANGEROUS



Within minutes, the temperature inside a car can reach approximately 120° putting an animal at risk of death.

If you see an animal in a hot car, call 911.





Montgomery County Animal Services & Adoption Center

Public · 1,427 likes · 10 photos

Please be safe as the weather begins to heat up

Tag Photo
Add Location
Edit

Like · Comment · Share

Chris Hester, Corina Lasker, Jeff Combs and 16 others like this

170 shares

Cynthia Lewis says: Great! I wish you have post this to remind people

1 week · Reply · Like · 1 · 1 · 1

Nerissa Munn says: please animal services

1 week · Share · Like · 1 · 1 · 1

**Table of State Laws for Animals in Packed Cars**

Animal Legal & Historical Center The table contains the temperature and duration of US states. US animal laws prohibit the sale of dogs over 60 in 00000000 on animal law issues ranging from the US

Animal Legal & Historical Center

Like · Photo · Profile Picture · May 27 · 1 · 1 · 1

2 Replies

Write a comment

“Don’t Leave Your Pet in a Parked Car” PSA received 170 “shares”; 7,736 reached.



0:03 / 0:44

Full Video · 100% · 100%



Montgomery County Animal Services & Adoption Center

Public · 1,427 likes · 10 photos

If you haven't already, it's time you meet Brownie. She's a petite little package containing a whole lotta love!

Tag Video
Add Location
Edit

Like · Comment · Share

Montgomery County Animal Services & Adoption Center, Shan Al Masari, Beth Mullen, Patricia A Todd and 50 others like this.

16 shares

Michelle Barber - she is a total Heinz57 Blend! We really don't know so we're guessing based on looks which can be a bit off. She's a 35lb. Fancier with a squishy, squished in face

Like · Reply · Commented on by Leah Zeyl on June 15 at 3:24pm

Montgomery County Animal Services & Adoption Center

Write a comment

“Meet Brownie” video; 3,616 reached.

## Facebook Posts



**Montgomery County Animal Services & Adoption Center**  
Watch Gus, our blind kitty, nudge for more petting. This sweet and irresistible boy is looking for a special home. Come meet him soon!

Tag Video | Add Location | Edit

Like Comment Share

Shan Al Masari, Maria Middleton, Harbin Castleman and 117 others like this

1,074 shares

**Montgomery County Animal Services & Adoption Center** Hi everyone! We are happy to say that Gus has gone to a home. Stay tuned for pictures as he gets settled in. Thank you all so much for sharing his story and supporting him.  
Like Reply 431 · April 14 at 7:08pm

**Shelia Smith** Favorite kitty just don't let the...  
Write a comment

Video of adoptable, blind cat Gus: 1,074 shares; 120 “likes”.



Picture of adoptable dog, Johnny; reached 3.328; 243 “likes”.

### Adoption Ambassador Program



22



**Adoption Ambassador Program**



In Celebration of **National Adopt a Cat Month**

The Montgomery County Animal Services and Adoption Center brings you

*and because we're the  
new cats in Meow!*

# MEOW KIDS ON THE MEOW

**June 21st  
& 22nd**

*Presenting*



*Feat.  
KITTENS!*

*Doors open  
at 12 p.m.*

Get matched with one (or two) of over fifty cats that are looking for a new block of their own. Adoption fees are only \$5.\*

7315 Muncaster Mill Rd., Derwood, MD 20855  
Telephone: 240.773.5900  
[www.montgomerycountymd.gov/asd](http://www.montgomerycountymd.gov/asd)

**MC**   
Animal Services & Adoption Center

\*Does not include cost of license. Regular adoption process applies to promotion.

# Back to School

**MC**   
Animal Services & Adoption Center

**September  
13<sup>th</sup> & 14<sup>th</sup>**

**Special!**



**Cats  
&  
Kittens!**

**\$9  
Adoption Fee**

**Mikey Meowsky**  
Voted "Class Clown"

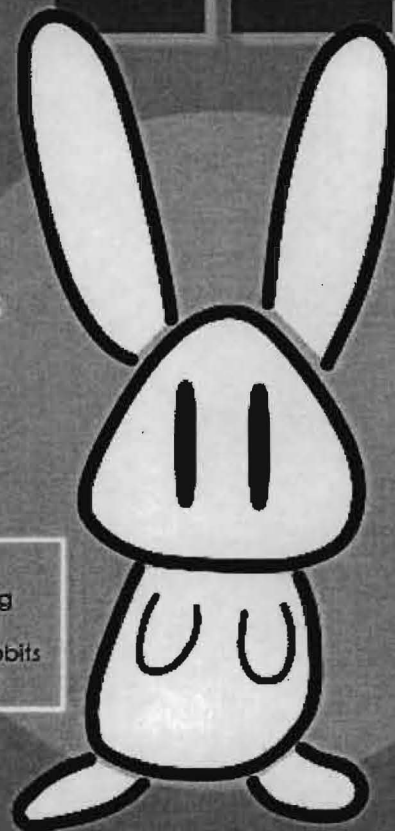
# LITTLE by LITTLE

*The entire month  
of August!*

**Small animals  
including rabbits, guinea  
pigs, hamsters and gerbils  
will have a  
\$1 adoption fee.\***

**Plus**

Join us on **Saturday, August 23<sup>rd</sup>** at 12:30 p.m. for a **workshop on rabbit care**. We'll cover proper handling and daily care, enrichment, housing how-to's, and more! And of course, we'll be joined by adoptable rabbits and other small animals looking for forever families!



\*Regular adoption process applies to promotion.



# We're just dogs.

All of us...



In Honor of National Pit Bull Awareness Day  
& Adopt a Shelter Dog Month

**We're celebrating all dogs as being just that – dogs!**



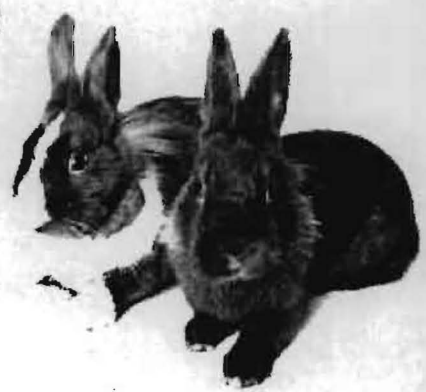
# Let's Stay Together

**FLASH SALE!!!**

Today through Sunday, October 5<sup>th</sup>  
All bonded pairs are adopt one, get one free!

*We have a lot of kittens!*

*Bonded cats, dogs, small animals & exotics available!*



**bond**

*noun*

*\'bänd\*

1: a uniting or binding element or force : tie <the *bonds* of friendship>

MCASAC • 7315 Murcaster Mill Rd., Derwood, MD • (210) 773 5656 • [www.froggortycounty.md.gov/mcasac](http://www.froggortycounty.md.gov/mcasac)

# How to Live with Your Adopted Dog

*A free workshop for current and potential dog adopters*

Bringing home a new four-legged member of the family? You are sure to have lots of questions. In this workshop, you will get practical advice on building a successful relationship with your adopted dog and learn how to address common issues you may face. There will be time to answer individual questions regarding your dog and an informative handout will be included for you to take home.

Whether you are considering adoption, have just adopted, or have had an adopted dog for some time, we welcome you to join us as many times as you'd like!

**\*\*Please note that this workshop is for PEOPLE ONLY. Please leave your dogs at home!  
Thank you!**

## **INFORMATION:**

**DAYS:** The second Tuesday of every month

**TIME:** We will begin promptly at 6:00 pm and end by approximately 7:30 pm.

## **LOCATION:**

The Montgomery County Animal Services and Adoption Center,  
Community Room

**ADDRESS:** 7315 Muncaster Mill Rd., Derwood, MD 20855

**REGISTER ONLINE** at <http://www.helpmyadopteddog.com>



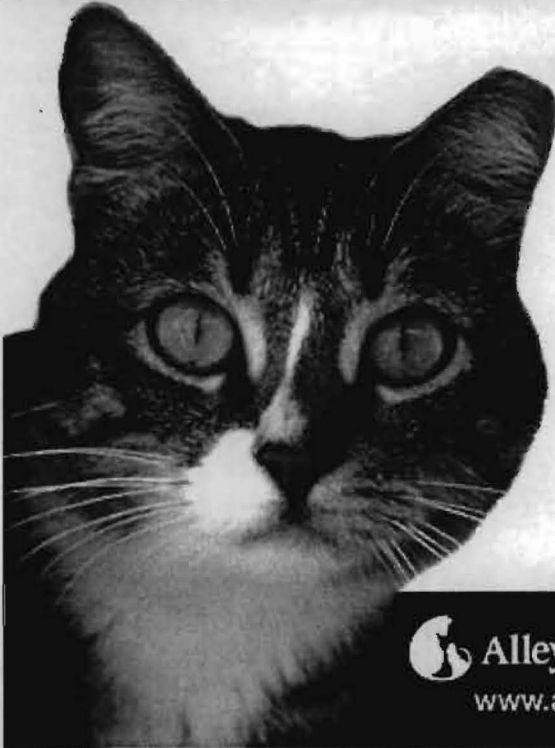
Jeni Grant, BA, CPDT-KA  
of Train Your Best Friend, LLC

*Brought to you by*  
Train Your Best Friend, LLC &  
the Montgomery County  
Animal Services  
and Adoption Center

*\*Rescue groups  
welcome!*



# HOW TO HELP COMMUNITY CATS



**FREE Workshop!**

**Second Thursday  
of Every Month**

**6:30–7:30 p.m.**

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**Montgomery County  
Animal Services and  
Adoption Center**

7315 Muncaster Mill Road  
Derwood, MD 20855

 **Alley Cat Allies**  
[www.alleycat.org](http://www.alleycat.org)

**MC**   
Animal Services & Adoption Center

## Pet Licensing

In October 2013, HLP Software Company and ASD met to review HLP's on-line pet licensing product. ASD is currently using HLP as their vendor for the shelter management software. The online pet licensing product is compatible and data collection is easily integrated with the shelter management software currently in use.

Earlier this year the contract with HLP for the shelter management software was renewed. The process began to amend the existing HLP contract to add the online pet licensing software product. As the amendment to the existing product was moved through the process it was discovered through the Department of Finance that HLP was not PCI-SSC certified. PCI certification requires security measures are in place in online data collection and transactions.

After discussions with the Department of Finance it was agreed the following would occur:

The Department of Police is working to amend the existing HLP contract to include provisional online pet licensing. The draft amendment is under concurrent review with IMTD, M & B and ASD including language to explain technical aspects of how the online pet licensing process will be managed by HLP.

The Department of Police is working with OCA, FIN and DTS to fine tune the amendment language to attempt to minimize the County's risk in light of the ongoing credit card security breaches among large corporate entities.

The execution of the amendment and continued use of HLP to provide online services for County citizens is provisional on HLP's submission of a self-assessment and attestation of compliance with nationally accepted credit card security standards. The national security standards help to ensure citizen credit card data is protected to the extent it is possible.

Barring unforeseen circumstances the online pet licensing amendment to the existing HLP contract should occur within one month.

In the event, HLP is unable to comply with the amendment provisions, the Department of Police intends to pursue in house development and or RFP of an on line pet licensing program.

Howard County and Baltimore County have online pet licensing through their respective county licensing, permits and records departments. Baltimore City has contracted with Pet Data for online pet licensing. There are currently no other jurisdictions in Maryland, Washington, DC and northern Virginia that offer online pet licensing.

## Montgomery County Pet Licensing Statistics

During 2012 and 2013 the pet licensing program was managed under contract with the Montgomery County Humane Society. The contract with MCHS for pet licensing expired January 31, 2014. ASD took over the management of pet licensing on February 1, 2014.

### 2012 Pet Licensing (MCHS)

Type	Price	Cat	Dog	Total	Dollar Amount	Year Change	2011 Dollar Amount
<b>Rabies Exempt Altered</b>	\$12.00	1	9	10	\$120.00	650.00%	\$16.00
<b>Unaltered 1 Year</b>	\$25.00	17	777	794	\$19,850.00	-17.68%	\$24,112.00
<b>Unaltered 2 Year</b>	\$50.00	0	55	55	\$2,750.00	-6.02%	\$2,926.00
<b>Unaltered 3 Year</b>	\$75.00	7	341	348	\$26,100.00	16.14%	\$22,472.00
<b>Juvenile (No Charge)</b>	\$0.00	185	1,457	1,642	\$0.00	0.00%	\$0.00
<b>Public Assistance 1 Year</b>	\$6.00	49	64	113	\$678.00	33.46%	\$508.00
<b>Public Assistance 2 Year</b>	\$12.00	2	5	7	\$84.00	0.00%	\$0.00
<b>Public Assistance 3 Year</b>	\$16.00	12	61	73	\$1,168.00	107.09%	\$564.00
<b>Replacement License (No Charge)</b>	\$0.00	9	109	118	\$0.00	0.00%	\$0.00
<b>Replacement License</b>	\$0.50	2	62	64	\$32.00	88.24%	\$17.00
<b>Service Animal (No Charge)</b>	\$0.00	2	33	35	\$0.00	0.00%	\$0.00
<b>Altered 1 Year</b>	\$12.00	2,233	5,859	8,092	\$97,104.00	-7.31%	\$104,763.00
<b>Altered 2 Year</b>	\$24.00	45	358	403	\$9,672.00	-26.17%	\$13,100.00
<b>Altered 3 Year</b>	\$32.00	729	4,711	5,440	\$174,080.00	25.23%	\$139,006.00
<b>Total</b>		<b>3,293</b>	<b>13,901</b>	<b>17,194</b>	<b>\$331,638.00</b>	7.86%	<b>\$307,484.00</b>

### 2013 Pet Licensing (MCHS)

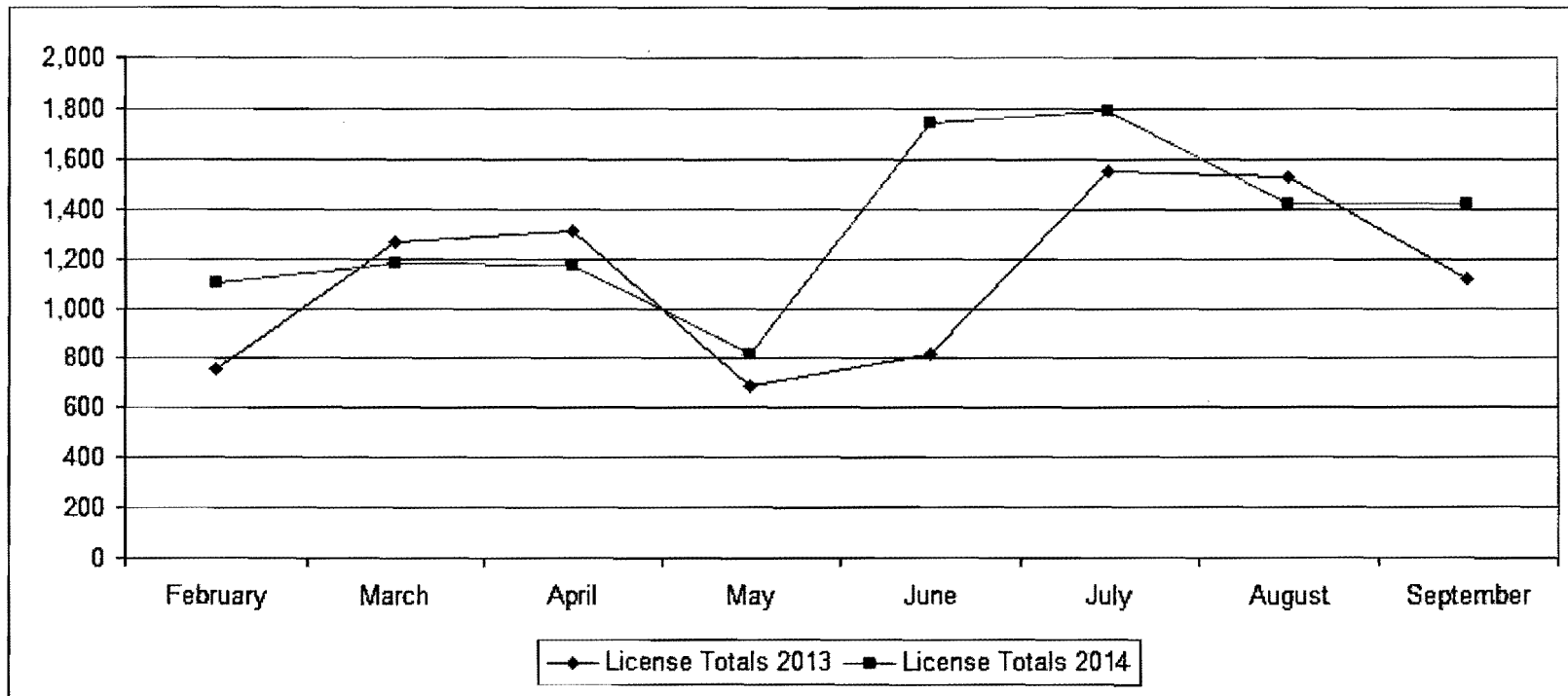
Type	Price	Cat	Dog	Total	Dollar Amount	Year Change	2012 Dollar Amount
<b>Rabies Exempt Altered</b>	\$12.00	3	5	8	\$96.00	-20.00%	\$120.00
<b>Unaltered 1 Year</b>	\$25.00	12	616	628	\$15,700.00	-20.91%	\$19,850.00
<b>Unaltered 2 Year</b>	\$50.00	0	34	34	\$1,700.00	-38.18%	\$2,750.00
<b>Unaltered 3 Year</b>	\$75.00	2	326	328	\$24,600.00	-5.75%	\$26,100.00
<b>Juvenile (No Charge)</b>	\$0.00	160	992	1,152	\$0.00	0.00%	\$0.00
<b>Public Assistance 1 Year</b>	\$6.00	42	57	99	\$594.00	-12.39%	\$678.00
<b>Public Assistance 2 Year</b>	\$12.00	3	6	9	\$108.00	0.00%	\$84.00
<b>Public Assistance 3 Year</b>	\$16.00	9	40	49	\$784.00	-32.88%	\$1,168.00
<b>Replacement License (No Charge)</b>	\$0.00	4	43	47	\$0.00	0.00%	\$0.00
<b>Replacement License</b>	\$0.50	2	46	48	\$24.00	-25.00%	\$32.00
<b>Service Animal (No Charge)</b>	\$0.00	0	28	28	\$0.00	0.00%	\$0.00
<b>Altered 1 Year</b>	\$12.00	1,675	4,387	6,062	\$72,744.00	-25.09%	\$97,104.00
<b>Altered 2 Year</b>	\$24.00	42	387	429	\$10,296.00	6.45%	\$9,672.00
<b>Altered 3 Year</b>	\$32.00	533	3,972	4,505	\$144,160.00	-17.19%	\$174,080.00
<b>Total</b>		<b>2,487</b>	<b>10,939</b>	<b>13,426</b>	<b>\$270,806.00</b>	<b>-18.34%</b>	<b>\$331,638.00</b>

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## 2014 Pet Licensing

### Yearly License Totals Comparison by Month

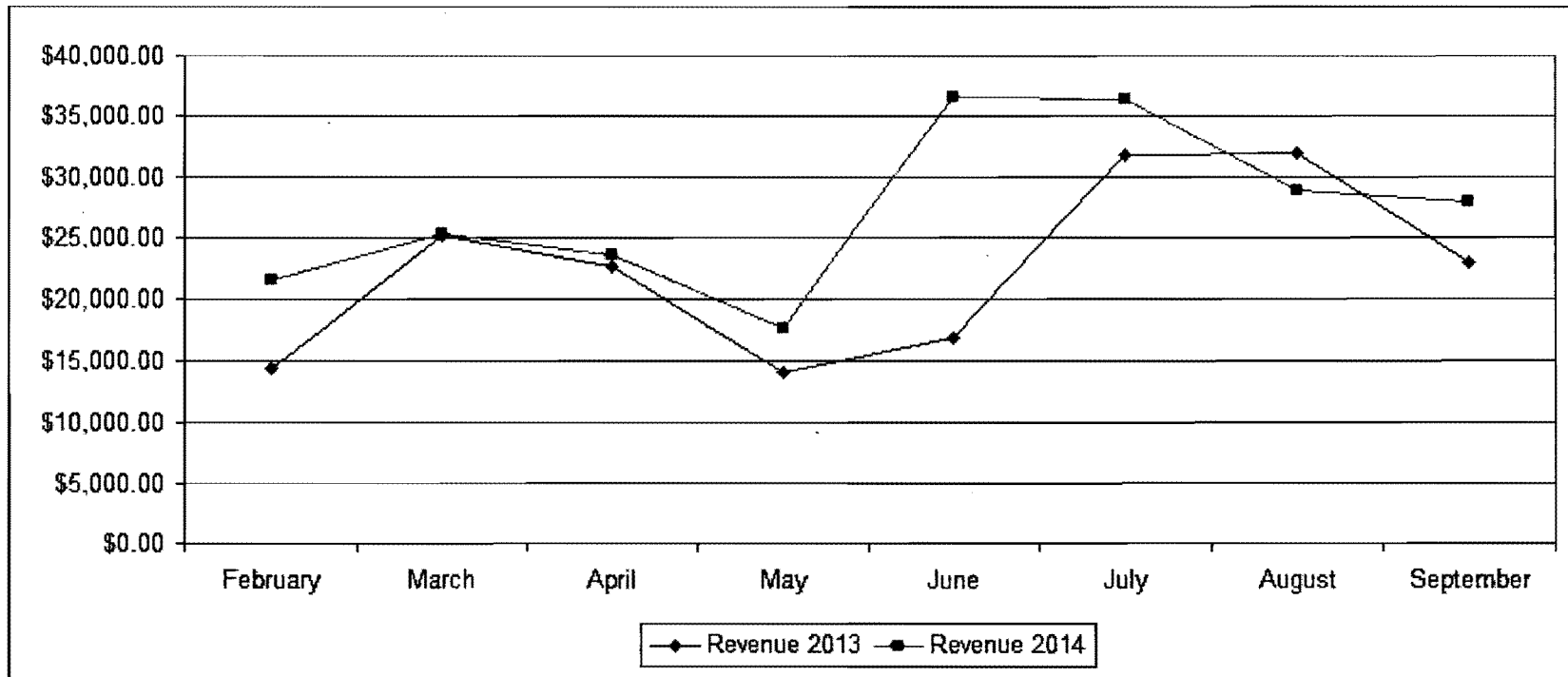
Month	License Totals 2013	License Totals 2014
February	753	1,101
March	1,268	1,183
April	1,315	1,174
May	691	822
June	821	1,742
July	1,554	1,788
August	1,528	1,424
September	1,116	1,419
<b>Total</b>	<b>9,046</b>	<b>10,653</b>





### Yearly Revenue Comparison by Month

Month	Revenue 2013	Revenue 2014
February	\$14,380.00	\$21,555.00
March	\$25,150.00	\$25,299.00
April	\$22,706.00	\$23,580.00
May	\$14,162.00	\$17,636.00
June	\$16,903.00	\$36,577.00
July	\$31,813.50	\$36,472.50
August	\$32,009.00	\$28,889.00
September	\$22,940.00	\$27,934.00
<b>Total</b>	<b>\$180,063.50</b>	<b>\$217,942.50</b>



# MCPAW

## **MCPAW Services**

Partnership to promote community support of the Center and the adoption program

Operates the retail store

Acts as a rescue group and resource for trap, neuter and return of community cats in Montgomery County

Funds the Purple Care Program -- a program that encourages adoption of senior cats and assists senior citizens with adoptions and one time grants for veterinary services

MCPAW Explorer program participants acted as tour guides during the facility's grand opening

## **MCPAW Donations**

Cat and dog showcase and meet and greet room designs

Veterinary Suite items- 2 Bair Hugger Temperature Management Units + 5 cases of blankets and 2 Midmark Cardell Multi Parameter Units

Kool Kurtains -- shade cover for the outside exercise runs

Go Pro Video Camera + battery, mount, storage and tripod

2 boom boxes and music cds

200 Plastic caddies for kennels

100 Adaptil collars and adaptil and feliway sprays

4 protective sleeves for handlers used in dog evaluations

250 clickers and wrist coils

22 Adopt Me Vests

Kongs, bullysticks, chew bones, leashes, collars, cat scratchers, other dog, cat and small animal treats

Other items include towels, blankets and food items.

This is not an all-inclusive donation list; it was developed to illustrate the many beneficial donations MCPAW has made for the animals.

## MEMORANDUM OF UNDERSTANDING

Between

MONTGOMERY COUNTY, MARYLAND

And

MONTGOMERY COUNTY PARTNERS FOR ANIMAL WELL-BEING, INC.

This Memorandum of Understanding (MOU) is between Montgomery County, Maryland, (County) and Montgomery County Partners For Animal Well-Being, Inc. (MCPAW), whose principal address is 9613 Eldwick Road Potomac, Maryland 20854. Where referred to collectively, the County and MCPAW are referred to as the "Parties." The Parties agree as follows:

### I. Background

- A. The Animal Services Division (ASD) is a division of the Montgomery County Police Department within the executive branch of the County government. The County is opening a new Animal Shelter (Shelter) at 7315 Muncaster Mill Road, Derwood, Maryland, 20855, which is owned, maintained, and operated by the County.
- B. MCPAW is a registered 501(c)(3) charitable non-profit organization that supports the care of animals and encourages animal adoption services within Montgomery County.
- C. The Parties share a joint interest in providing high quality services for domestic animals located in Montgomery County.
- D. The Parties find it desirable for MCPAW to coordinate its work with ASD in an effort to support the Shelter and the programs and services of ASD. In order to accomplish this coordination, MCPAW must obtain the consent of ASD before undertaking: 1) fundraising activity for the benefit of the Shelter or ASD programs; or 2) a program activity at the Shelter or that is to be co-sponsored with ASD.
- E. Each Party agrees to appoint an individual to serve a point of contact for each entity.

### II. Terms

- A. Pursuant to an Executive Order, certain County employees may solicit certain persons under Montgomery County Code § 19A-16 (b) (2) to make a donation to MCPAW to

benefit the programs and services administered by ASD or the Shelter. When the County solicits a donation under the Executive Order, MCPAW must use the donation exclusively to benefit programs and services administered by ASD.

- B. The County may recognize a donation made to or by MCPAW for the benefit of, and which the County benefits from, the programs and services administered by ASD. The County may affix the name of the person making the donation to MCPAW or the County on items (e.g. bricks and benches and spaces) or space in the Shelter (e.g. walls, rooms, common areas, and wings of the Shelter).
1. Before accepting a donation from MCPAW that is conditioned on affixing a name to an item or space in the Shelter, the County must determine that the amount of the gift meets the minimum amounts shown on Attachment A. If the donation is conditioned on affixing a name to an item or the Shelter that is not shown on Attachment A, the County must determine that the amount of the gift is sufficient to justify the request before accepting the donation.
  2. Only the following names may be affixed to a space or item in the Shelter: the name of an individual (or relative, friend or pet of the individual) who made the donation to MCPAW for the benefit of the County; or the name of an entity that provides commercial goods or services and that has made a donation in cash or in kind to MCPAW for that purpose.
  3. MCPAW must not accept a donation that requires that a name be affixed to a space or item in the Shelter unless the donor agrees to the following: the name may temporarily be removed for the purpose of maintaining the Shelter or an item in the Shelter; if the item (e.g., a brick or bench) to which a name is affixed becomes damaged or unusable, the County is not required to replace the item with the name of the donor affixed to the item; and if the name is affixed to a space (e.g. wall, room, common area, or wing), the County may permanently remove the name after 10 years.
  4. Net proceeds realized by MCPAW in connection with the naming rights donations must support the programs and services administered by ASD.
- C. After ASD determines that the proposed date and time will not interfere with the operation of the Shelter, MCPAW may hold annually no more than 4 private (i.e. invitation only) fund raising events in a space at the Shelter that is deemed appropriate for the event by ASD. MCPAW must obtain a Facility Use License and permit from the County's Office of Community Use of Public Facilities (CUPF) for making County space available for a private event. MCPAW must reimburse the County for security personnel assignments required by the Office of Community Use of Public Facilities for any MCPAW event. MCPAW must obtain all necessary licenses associated with the event (e.g. liquor license, food preparation license, music license, etc.) Net proceeds realized by MCPAW in connection with the use of space at the Shelter for a private event must be donated to the County for use in supporting the programs and services administered by ASD.

At the request of MCPAW, ASD must reserve through CUPF a reasonable number of bookings of the Community room in the Shelter for meetings of the MCPAW board

of directors, MCPAW committees, the MCPAW Explorers, and other MCPAW activities that support the mission of ASD and that have been approved by ASD.

- D. If MCPAW offers and before the County accepts an in-kind donation that involves a physical alteration to the Shelter (e.g. the decoration of a room, the placement of benches, landscaping, installation of a garden, placement of brick pavers, etc.), MCPAW and the County must approve in advance plans that, at a minimum, identify who will install the donation; the method of installation of the donation; provides liability protection for the County, and determines who will have responsibility for the maintenance of the donation. If the in-kind donation includes matter that is protected by a copyright, the County reserves the right to require a royalty-free license from the donor to use the copyrighted material before the donation is accepted. If the name of the donor is to be affixed to the in-kind donation, the provisions of ¶ B apply.
- E. MCPAW must provide a quarterly accounting of: net proceeds received in connection with private events at the Shelter (¶ C); arranging for an in-kind donation (¶ D); operating a store at the Shelter (¶ G); and solicitations in which MCPAW displays the County's seal or indicates in its solicitation that the donations will be passed onto the County (¶ H). MCPAW must provide an annual financial report and a copy of the MCPAW IRS Form 990, as filed, to the Director of ASD.
- F. Net Proceeds from arranging an in kind donation, operating a store at the shelter, and solicitations in which MCPAW displays the County seal are due quarterly.
- G. MCPAW may operate a store within space located at the Shelter that is identified by the Director of ASD, subject to the following conditions:
1. The store must not be open to the public except during the hours the Shelter is open to the public.
  2. MCPAW staff or volunteers may have access to the Shelter no more than 60 minutes before the store opens and no more than 30 minutes after the store closes. Exceptions or changes to this schedule must be approved in advance by the Director of ASD.
  3. Space allocated for the store must not exceed 116 square feet.
  4. Items available for purchase in the store may only include: (a) commercial goods and services that relate to the care of domestic animals (e.g. leashes, pet collars, pet food, feeding and water bowls, etc.) and (b) goods related to fundraising for the benefit of MCPAW or the Shelter (e.g. clothing, bumper stickers, key chains, posters, calendars, etc.). All items sold must be pre-approved by ASD. All net proceeds from operation of the store must inure to the benefit of programs and services administered by ASD.
  5. MCPAW must execute a license agreement with the County for use of the store space in the Shelter in accordance with Montgomery County Code § 11B-45, which may require the approval of the County Council.
  6. All mail and deliveries for MCPAW must be scheduled for a time when the store is open and MCPAW staff is available to receive them. ASD staff will not be

responsible for receipt of MCPAW deliveries, but ASD staff will coordinate with MCPAW for the receipt of MCPAW deliveries.

- H. MCPAW may use the County seal and the name of the Shelter to: i) raise funds for the benefit of the Shelter or the programs and services of ASD; or ii) in connection with an activity that is co-sponsored by ASD. Execution of this Memorandum of Understanding constitutes express approval to use the County seal and the name of the Shelter under § 19A-14(b) of the County Ethics Law only for the purpose of carrying out the fundraising or co-sponsored activities for the benefit of the Shelter or the programs and services of ASD.
- I. MCPAW may not authorize other entities to sell items at the shelter.
- J. The County is not prohibited from entering into agreements with other entities for the benefit of other ASD programs.
- K. All MCPAW volunteers who intend to work at ASD programs or at the store must become volunteers of ASD and attend ASD volunteer orientation and training including a background check.
- L. At the request of ASD, MCPAW and the County must meet at least 4 times each year to discuss the implementation of the MOU.
- M. Nothing in this MOU shall be read to prohibit MCPAW from conducting its own activities in furtherance of its charitable purposes, and to make its own determinations as to whether and when it shall make donations to the County, when it conducts activities that are not located at the Shelter and it does not use the County seal and name of the Shelter in its activities and solicitations except when in partnership with the County.
- N. The Parties agree to indemnify and hold each other harmless from any liability, damage, expense, cause of action, suits, claims, or judgments arising from injury to persons or property or otherwise which arises out of the act, failure to act, or negligence of the indemnifying party in connection with or arising out of the activity which is the subject of this Agreement. Any obligation or liability of the County arising in any way from this Agreement is subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps and notice requirements stated in the Maryland Local Government Tort Claims Act, currently found at Maryland Code Annotated, Courts & Judicial Proceedings, Section 5-301, et seq. Any indemnification given by the County in this Agreement is not intended to create any rights in any third parties.



**III. Modifications**

Changes or modifications to this Memorandum of Understanding may be made only by a written amendment, which must be signed by all of the Parties. All notices and contacts should be made as follows:

For MCPAW: Allan Cohen  
Chairman of the Board  
9613 Eldwick Road  
Potomac, Maryland 20854

For the County: Mary Healey, Director  
Animal Services Division, MCPD  
7315 Muncaster Mill Road  
Derwood, Maryland 20855

**IV. Term**

The term of this MOU is one year. It is renewable at the discretion of the County for two additional one year terms. This Memorandum of Understanding is effective on the date of execution by the Chief Administrative Officer. This Memorandum of Understanding may be terminated without cause or cost by either party upon 30 days written notice.

**MONTGOMERY COUNTY  
PARTNERS FOR ANIMAL  
WELL-BEING, INC.**

**MONTGOMERY COUNTY,  
MARYLAND**

*Allan Cohen*  
Name: Allan Cohen

Title: *Chairman*  
~~President~~  
Date: *4/29/14*

*Timothy L. Firestine*  
Timothy L. Firestine  
Chief Administrative Officer  
Date: *5/14/14*

Recommended by:

*Mary Healey* *5/1/2014*  
Mary Healey Date  
Animal Services Division

Approved as to Form and Legality by the  
Office of the County Attorney

Maria Hansen 4/25/14  
Date

Attachment A

<u>Naming Opportunities</u>	<u>Sponsorship Value</u>
Adoption Lobby.....	\$150,000
Canine Kennel Wings (3).....	\$100,000 (ea)
Feline Adoption Wing.....	\$100,000
Intake Lobby.....	\$75,000
Kitten Adoption Room.....	\$50,000
Livestock Barn.....	\$50,000
Puppy Adoption Den.....	\$75,000
Small Animal Adoption Room.....	\$35,000
Vet Clinic.....	\$75,000
Walking Trail.....	\$75,000

Patron Wall

Platinum.....	\$25,000
Gold.....	\$15,000
Silver.....	\$5,000
Bronze.....	\$2,500
Marble.....	\$1,000

Components

Outdoor Benches.....	\$3,000
Brick - Text only - up to 3 lines or 2 lines w/ graphic/logo (4x8).....	\$250
Brick - Text only - up to 6 lines or 4 lines w/ graphic/logo (8x8).....	\$400
Add Company Logo.....	\$50
Additional Text Line(s).....	\$25

» Sponsorship opportunities can be paid over multiple years «

LICENSE AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY, MARYLAND  
AND  
MONTGOMERY COUNTY PARTNERS FOR ANIMAL WELL-BEING Inc

DATE:

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13. Liability, Property Damage and Fire Insurance
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22. Compliance with Laws
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Exhibit "A" Licensed Premises

Exhibit "B" MEMORANDUM OF UNDERSTANDING

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter referred to as "License"), made this day of \_\_\_\_\_, 2014, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and MONTGOMERY COUNTY PARTNERS FOR ANIMAL WELL-BEING, Inc. ("MCPAW"). (County and MCPAW together the "PARTIES").

WITNESSETH:

In consideration of the covenants contained in this license, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows:

1. PREMISES: County does hereby grant THE MONTGOMERY COUNTY PARTNERS FOR ANIMAL WELL-BEING, Inc. (MCPAW), the privilege, license and right to use a portion (the "Licensed Premises") of the Montgomery County Animal Services and Adoption Center (the "Center") located at 7315 Muncaster Mill Road, Derwood Maryland, 20855. The Licensed Premises is 116 square feet as outlined in red on EXHIBIT "A". MCPAW shall also have the use in common with the other tenants of the common areas of the improvements and contiguous grounds, walkways and parking area for the sole purpose of accessing the building.

2. TERM: The term of this License shall commence on \_\_\_\_\_, 2014 and shall run concurrently with the MEMORANDUM OF UNDERSTANDING (MOU),

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Exhibit "B", unless sooner terminated and will expire automatically upon termination of the MOU. Notice of early termination of the MOU shall be given to MCPAW by the County as detailed in Paragraph 3, below.

3. EARLY TERMINATION: It is agreed between the Parties that this License may be terminated at any time during the License Term or any extension of the License Term by the County giving thirty (30) days written notice of the termination. The County is under no obligation to provide alternate space for MCPAW and is not responsible for any moving costs or any expenses incurred by MCPAW to relocate or move whether such move or relocation is the result of termination or any other reason.

4. RENT: In consideration of the services provided by MCPAW as set forth in Exhibit "B", Memorandum of Understanding, and for the rights and obligations provided for in this License, MCPAW must provide the County with the net proceeds from the operation of the store as provided under the Memorandum of Understanding.

5. USE OF PREMISES: MCPAW covenants and agrees that the Licensed Premises shall be used only for activities outlined in EXHIBIT "B". MCPAW shall be responsible for obtaining a Use and Occupancy Permit in MCPAW's name from the proper County authorities, and all other licenses and certifications required by State, Federal, and County law. Failure to obtain and maintain any certifications and licenses required under State, Federal, or Local law will constitute a breach of this License. MCPAW will use and occupy the Licensed Premises continuously during the period hereof for no purpose other than the use specified. The Licensed Premises are to be used

only for MCPAW's program and activities and for related activities as appropriate. Licensor will make the multipurpose room available for use by the MCPAW on a scheduled basis under all normal Community Use of Public Facilities (CUPF) rules and costs provided MCPAW gives the Licensor proper advance notice by contacting CUPF. MCPAW is not authorized nor has the right to use the grounds for events, programs, fundraising, advertising or any other purpose without the express written permission of the Animal Services Division or CUPF.

6. PARKING: MCPAW is authorized to use the parking spaces in the Licensor's parking area at no additional rent or cost. Such parking spaces are to be used by MCPAW on a first come basis in common with other users in the building. Licensor reserves the right to institute parking regulations and restrictions.

7. ASSIGNMENT: This License must not be assigned by MCPAW and this document confers no real estate rights on MCPAW. MCPAW shall not broker, offer, facilitate or otherwise arrange rental or use of any space in the building or on the grounds of the facility at any time.

8. CONDITION OF PREMISES: MCPAW accepts the Licensed Premises in "as is" condition. MCPAW agrees to maintain the Licensed Premises in good condition and state of repair and free of clutter throughout the term of this Agreement. MCPAW is responsible for any damage to the structure, grounds or contents of the building belonging to County due to the willful or negligent acts of MCPAW, MCPAW's employees, patrons or agents. In the event of such damage, MCPAW shall make the

necessary repairs or replacement to the satisfaction of the County. MCPAW acknowledges and agrees that at the end of the License, the Licensed Premises shall be returned to the County in the same condition as they were when MCPAW accepted the Licensed Premises, with reasonable wear and tear excepted.

9. ALTERATIONS AND IMPROVEMENTS:

A. MCPAW shall not undertake any alterations, changes or improvements to the Licensed Premises without the prior written consent of the County. Once the County's consent has been obtained, MCPAW shall be responsible for the acquisition of any and all necessary permits and for the observance of all building and zoning ordinances and regulations then in effect. Failure to adhere to any previously approved plans, applicable ordinances or regulations shall be deemed to be a breach of this License.

B. The County's Approval and Inspection: In order to secure the County's approval of any structural alterations or improvements, MCPAW shall submit to the County plans and specifications clearly setting forth the work to be performed. The County shall respond in writing within 45 days from receipt of plans and specifications. The County shall inspect the premises upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes and regulations. In the event that the completed work is not satisfactory to the County, in the County's sole discretion MCPAW must undertake any necessary corrections, at MCPAW's risk and expense.



10. LIENS: MCPAW shall not do or suffer anything to be done whereby the Licensed Premises shall be encumbered by any lien, including mechanic's liens. MCPAW expressly covenants and agrees that it will, during the term hereof, within 60 days after the filing of any lien, promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon the Licensed Premises or any portion thereof by reason of or any act or omission on the part of MCPAW, and hereby expressly agrees to save and hold harmless the Licensor from and against any such lien or claim of lien. In the event any such lien does attach, or any claim of lien is made against said Licensed Premises, and shall not be thus released within said sixty (60) day period, the County, in its sole discretion (but nothing herein contained shall be construed as requiring it so to do), may pay and discharge the said lien and relieve the said Licensed Premises from any such lien, and MCPAW agrees to pay and reimburse the County upon demand for or on account of any expense which may be incurred by the County in discharging such lien or claim.

11. SERVICES AND OPERATING EXPENSES:

A. By Licensor: Subject to annual appropriation by the County Council and except for work necessitated by reason of MCPAW's negligent or wrongful act, the County agrees to provide within the Licensed Premises, at the County's sole cost and expense the following:

1. All custodial services and pest control services for the common hallways/corridors and restrooms of

the building which are not part of the Licensed Premises;

2. Heating and air conditioning (existing systems and equipment only); electricity; fuel oil; and water /sewer;

3. All maintenance and repair of ceiling, walls, floors and doors which are not part of the Licensed Premises; and

4. All maintenance and repair of heating system and air conditioning systems; electrical systems and fixtures; plumbing systems and fixtures; roof; windows; structural systems; and grounds and related site improvements.

5. Fire extinguishing services as necessary.

B. By MCPAW: MCPAW agrees to provide within the Licensed Premises, at MCPAW'S sole cost and expense, the following:

1. All custodial, trash removal, and security services. Such services shall include the furnishing and installing of burned out light tubes and bulbs, all retail space moving, delivery, stocking and cashiering activities.

2. All maintenance and repair of the ceiling, walls, floors, showcase room decorations, all signage whether painted, lettered, engraved or embedded. All doors including locks and hardware shall be maintained. Such maintenance and repair also includes painting as may be required.
3. All telephone and internet service.

A summary of such repairs shall be transmitted quarterly to the Department of General services, Office of Real Estate, 101 Monroe Street, Rockville, Md. 20850.

12. FIXTURES AND EQUIPMENT: All items which are attached to the building, or are a part of the building's systems at the time the Licensed Premises are delivered to MCPAW, shall remain with the Licensed Premises and shall be delivered to MCPAW along with the Licensed Premises. Plumbing, electrical and heating fixtures and all other fixtures, except trade fixtures, installed by the MCPAW shall remain in the Licensed Premises at end of term. All items installed within the Licensed Premises at MCPAW's expense shall remain the property of MCPAW and shall be removed by MCPAW at the expiration or other termination of this License. MCPAW shall, however, repair any damage caused by reason of said removal. Any personal property remaining within the Licensed Premises after termination of the License shall become property of

the County. The County shall dispose of any such property in the manner it deems appropriate.

13. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. MCPAW agrees to obtain and maintain, during the full term of this License, a policy of liability insurance with minimum combined bodily injury and property damage in the amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for each occurrence, and ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in the aggregate, issued by an insurance company licensed in the State of Maryland and acceptable to the County.

B. MCPAW agrees to obtain and maintain, during the term of this License, a policy of Workers' Compensation and Employers' Liability coverage. The Workers' Compensation policy must be in amounts as required by statute and the Employers' Liability Policy must be in amounts of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) for each accident for bodily injury by accident, FIVE HUNDRED THOUSAND (\$500,000) DOLLARS for policy limits for bodily injury by disease and ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) each employee for bodily injury by disease.

C. MCPAW must maintain adequate fire, theft and vandalism insurance for the contents of the Licensed Premises.

D. The County must maintain the County's normal fire and liability insurance on the Licensed Premises. The County reserves the right to self-insure.

E. MCPAW shall, within the earlier of thirty (30) days from execution of this License or MCPAW's entry onto the Licensed Premises, deliver to the County the required policies or certificates of insurance, evidencing the coverage hereinabove stated and naming the County as an additional insured and/or loss payee. The policies shall provide notice of cancellation per terms of policy to the County. MCPAW has the obligation, without notice, to assure that the County always has a valid unexpired Certificate of Insurance.

G. The certificate holder shall be Montgomery County Government, Department of General Services, Office of Real Estate, 101 Monroe Street, Rockville Md., 20850

14. HOLD HARMLESS: MCPAW agrees to hold harmless and defend the County from and against any and all claims of liability, actions, damages and expenses arising out of or related to MCPAW's breach of this license or use or possession of the Licensed Premises occasioned wholly or in part by any act or omission of MCPAW, its agents, contractors, guests or employees, except such claims arising solely from the negligent acts or omissions of the County, the County's employees, agents and contractors. MCPAW further specifically agrees to hold the County harmless and defend the County from and against any claim of public liability made in connection with any construction or installation of equipment performed by MCPAW, its agents, volunteers, employees or contractors, within the Licensed Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the

Licensed Premises hereinabove described, or such construction or installation of equipment shall have been approved by the County.

15. RESPONSIBILITIES OF MCPAW: MCPAW covenants and agrees as follows:

A. MCPAW shall not keep gasoline or other flammable material or any explosive within the Licensed Premises which will increase the rate of fire insurance on the Licensed Premises beyond the ordinary risk established for the type of operations described in Paragraph 5, above. Any such increase in the insurance rate due to the above, or due to MCPAW's operations within the Licensed Premises, shall be borne by MCPAW. MCPAW shall not willfully do any act or thing in or about the Licensed Premises which may make void or voidable any insurance on the Licensed Premises, and MCPAW agrees to conform to all rules and regulations established from time to time by the Licensor, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

B. MCPAW shall not use or allow the Licensed Premises or any part thereof to be used for any illegal, unlawful or improper purpose or for any act or thing that may be a nuisance, annoyance, inconvenience, or cause damage to the Licensed Premises, adjacent properties or the adjacent neighborhood.

C. MCPAW shall not place upon the Licensed Premises any placard, sign, lettering or awning except such, and in such place and manner, as shall have been first approved in writing by Licensor.

D. MCPAW acknowledges that all responsibilities of MCPAW relating to the use or misuse of the Licensed Premises and anything therein shall be construed to include use or misuse thereof by MCPAW's agents, employees, patrons, volunteers and invitees.

E. MCPAW shall not have pets in or about the Licensed Premises without the prior written consent of the County. This provision does not limit MCPAW's clients from entering the Licensed Premises with animals in connection with MCPAW's activities on the Licensed Premises (e.g., subsequent to the client's adoption of an animal from the Center). MCPAW must clean and disinfect the area in the facility in which pets have entered the facility in connection with a MCPAW activity.

F. MCPAW shall comply with all reasonable rules and regulations with regard to the use of the Licensed Premises that may be from time to time promulgated by the County, and any violation of said rules and regulations shall be deemed to constitute a violation of this License. It is understood that such rules and regulations shall not unreasonably interfere with or prevent the intended uses of the Licensed Premises as set forth in this License.

G. MCPAW must maintain in good condition, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures in the Licensed Premises.

H. MCPAW must require all roll down gates in the Licensed Premises to be closed and locked when said Licensed Premises are not in use. Further, MCPAW before closing and leaving the Licensed Premises at any time must close all windows and doors and secure the Licensed Premises. No additional locks or bolts of any kind shall be placed upon any of the entrance or interior doors or windows by MCPAW nor shall any changes be made in existing locks or the mechanisms thereof without prior written approval of the County and, in the event of an approved change, MCPAW shall provide the County with keys to the Licensed Premises. MCPAW shall, upon the termination of its license, restore to the County all keys of the building, offices, and bathrooms, either furnished to, or otherwise procured by, the MCPAW, and in the event of the loss of any keys so furnished the MCPAW shall pay to the County the cost thereof.

I. MCPAW must establish and post in the Licensed Premises an appropriate fire evacuation plan and hold fire drills as required by the County. All occupants of the Licensed Premises shall be trained regarding the safe and proper operation of all appliances and equipment in the Licensed Premises.

J. MCPAW must be responsible for on site management of the Licensed Premises and must keep posted the MCPAW's responsibilities and obligations as specified in Sections 11 and 15 of this License Agreement. MCPAW must keep a copy of this License Agreement at the Licensed Premises and ensure the MCPAW's on site representative is adhering to the terms and conditions herein.



16. DESTRUCTION OF PREMISES:

A. In the event of damage to or destruction of the Licensed Premises or any part thereof by fire, storm, flood or other casualty which does not require MCPAW to suspend entirely its business, the County shall, as soon as practicable after said damage or destruction, repair and restore the Licensed Premises to the condition they were in immediately prior to said damage or destruction. Should such damage or destruction of said premises or any substantial part thereof render the Licensed Premises wholly unavailable for use by MCPAW for the Permitted Uses, the County shall promptly begin and diligently pursue the repairing, restoration and rebuilding of the Licensed Premises as nearly as possible to the condition they were in immediately prior to such damage or destruction or with such changes or alterations as County may determine appropriate. In the alternative, the County may terminate this License within thirty (30) days following the date of the destruction of the Licensed Premises as described above by sending the termination notice to MCPAW.

B. In the event of damage to or destruction of fifty percent (50%) or more of the building of which the Licensed Premises are a part, County may elect not to restore the said building and this License shall automatically terminate and the Parties shall be discharged from all responsibilities thereafter arising under this License.

17. DEFAULT: MCPAW shall be considered in default of this License and the County may terminate this License upon the occurrence of any of the following:

- i. Failure to perform under any term, covenant or condition of this License.
- ii. The commencement of any action or proceeding for the dissolution or liquidation of MCPAW, or for the appointment of a receiver or trustee of MCPAW's property.
- iii. The making of any assignment for the benefit of MCPAW's creditors.
- iv. The abandonment of the Licensed Premises by MCPAW.
- v. Any other default or breach of the terms and conditions of this License.

18. EMINENT DOMAIN: MCPAW is not entitled to any condemnation award to the County as owner of the Licensed Premises. In the event that the Licensed Premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain or sold under threat thereof, MCPAW shall not be entitled to recover from Montgomery County any capital expenditures for improvements and betterments made by MCPAW to the Licensed Premises at MCPAW's expense.

19. ACCESS: MCPAW shall allow the County and the County's employees or agents to have access to the Licensed Premises at all reasonable times for the purpose of inspection, or in the event of fire or other property damage, or for the

purpose of performing any work required to be performed by the County, or which the County considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Licensed Premises.

20. SURRENDER OF POSSESSION: MCPAW covenants and agrees that, at the expiration or other termination of this License, MCPAW must remove all goods and effects from the Licensed Premises not the property of the County, and must yield up to the County the Licensed Premises and all keys, locks and other fixtures connected to the Licensed Premises, in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which MCPAW is not herein expressly made liable excepted. MCPAW shall pay for all damages to the Licensed Premises, its fixtures, and appurtenances, as well as all damages sustained by MCPAW or occupants of the Licensed Premises due to any waste, misuse, or neglect of said Premises, its fixtures, and appurtenances, by said MCPAW, its employees, or any other person or persons upon the premises by MCPAW's permission.

21. NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES: MCPAW shall give to Licensor prompt verbal notice of accidents in or damages to the Licensed Premises, and, within twenty-four (24) hours, MCPAW shall follow-up with a detailed written report of such accidents or damages.

22. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that MCPAW, at MCPAW's expense, shall promptly comply with, observe and perform all of the requirements of all of the codes,

statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government and the municipality in which Licensed Premises are located.

23. BENEFIT AND BURDEN: The provisions of this License are personal to the Parties.

24. WAIVER: No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself or of any subsequent breach thereof.

25. NON-DISCRIMINATION: MCPAW agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code 2004, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. MCPAW assures the County that in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, sexual orientation, or genetic status.

26. PUBLIC EMPLOYMENT: MCPAW understands that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code 2004, as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

27. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and shall be deemed to be effective when received or refused by the addressee. Notices to the respective Parties shall be addressed as follows:

MCPAW:  
MCPAW  
9613 Eldwick Road  
Potomac Md. 20854

Licensor:  
MONTGOMERY COUNTY,  
MARYLAND  
Department of General Services  
Office of Real Estate  
101 Monroe Street, 9<sup>th</sup> floor  
Rockville, Md. 20850

With a copy to:  
Montgomery County Government  
Office of the County Attorney  
101 Monroe Street, 2<sup>nd</sup> Floor  
Rockville, Maryland 20850

28. RESIDENT AGENT: The Resident Agent for MCPAW is Allan Cohen and the address for receipt of notices and service of process is 9613 Eldwick Road Potomac, Maryland 20854. MCPAW must immediately notify Licensor of any change in resident agent or address as provided herein.

29 PROHIBITION OF HAZARDOUS SUBSTANCES: MCPAW agrees not to store or bring hazardous substances onto the Licensed Premises. The MCPAW indemnifies the County against any and all claims of any personal injuries or

personal and real property damage as a result of any hazardous substance being brought on the Licensed Premises by MCPAW, its agents, contractors, employees or guests.

30. NON-APPROPRIATION: This License shall terminate automatically on July 1 of any year for which the County, for whatever reason does not appropriate funds to pay the County's obligations provided in this License or in the MOU. MCPAW shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

31. AMERICAN WITH DISABILITIES ACT REQUIREMENTS: The County and MCPAW agree that any future modifications made to the Licensed Premises shall be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility required in Federal, State and County Laws and regulations. MCPAW must obtain all required permits prior to making any modifications to the Licensed Premises and must comply with all applicable building and safety codes.

32. INDEMNIFICATION: The County agrees to indemnify and hold MCPAW harmless from any liability, damage, expense, cause of action, suits, claims, or judgments arising from injury to persons or property or otherwise which arises out of the act, failure to act, or negligence of the County in connection with or arising out of the activity which is the subject of this Agreement. Any obligation or liability of the County arising in any way from this Agreement is subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps and

notice requirements stated in the Maryland Local Government Tort Claims Act, currently found at Maryland Code Annotated, Courts & Judicial Proceedings, Section 5-301, et seq., ("LGTC"). Any indemnification given by the County in this Agreement is not intended to create any rights in any third parties.

SIGNATURE PAGE TO FOLLOW

66

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed.

WITNESS:

LICENSOR:  
MONTGOMERY COUNTY,  
MARYLAND

By: Julie L White

By: Ramona Bell-Pearson

Ramona Bell-Pearson  
Assistant Chief Administrative  
Officer

Date: May 12, 2014

WITNESS:

MCPAW:  
MONTGOMERY COUNTY  
PARTNERS FOR ANIMAL WELL -  
BEING, INC.

By: [Signature]

By: Alastair Cole

Title: Chairman

Date: 4/29/14

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: Marc Hansen

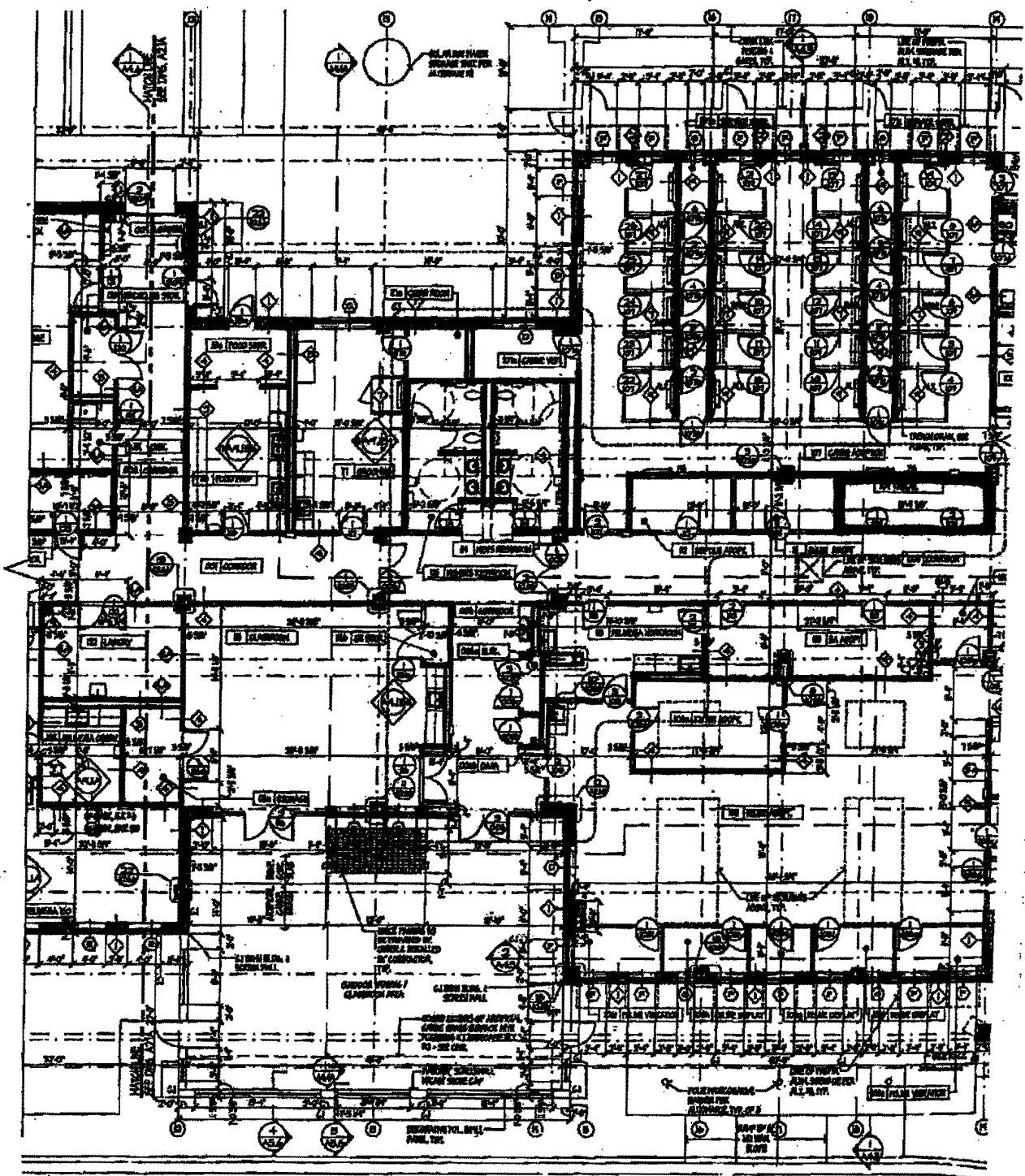
By: Cynthia Brennan

Cynthia Brennan, Director  
Office of Real Estate

Date: 4/25/14

Date: 5/1/14








 PLAN  
 TRUE NORTH  
 PARTIAL FIRST FLOOR PLAN - AREA 'B'  
 SCALE: 1/8" = 1'-0"  
 NOTE: REFER TO AS SLAB PLAN DRAWINGS FOR LOCATIONS OF FLOOR DRAINS AND FLOOR SLOPES.

EXHIBIT "A"

## Animal Services and Adoption Center – No. 470400

Category  
Subcategory  
Administering Agency  
Planning Area

Public Safety  
Police  
General Services  
Gaithersburg Vicinity

Date Last Modified  
Required Adequate Public Facility  
Relocation Impact  
Status

May 21, 2012  
No  
None.  
Bids Let

### EXPENDITURE SCHEDULE (\$000)

Cost Element	Total	Thru FY11	Est. FY12	Total 6 Years	FY13	FY14	FY15	FY16	FY17	FY18	Beyond 6 Years
Planning, Design, and Supervision	3,634	2,068	777	791	602	189	0	0	0	0	0
Land	0	0	0	0	0	0	0	0	0	0	0
Site Improvements and Utilities	3,057	2	2,275	780	780	0	0	0	0	0	0
Construction	18,496	3	8,236	10,257	10,257	0	0	0	0	0	0
Other	831	7	0	824	741	83	0	0	0	0	0
<b>Total</b>	<b>26,018</b>	<b>2,078</b>	<b>11,288</b>	<b>12,652</b>	<b>12,380</b>	<b>272</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

### FUNDING SCHEDULE (\$000)

Contributions	2,000	0	2,000	0	0	0	0	0	0	0	0
G.O. Bonds	24,018	2,078	9,288	12,652	12,380	272	0	0	0	0	0
<b>Total</b>	<b>26,018</b>	<b>2,078</b>	<b>11,288</b>	<b>12,652</b>	<b>12,380</b>	<b>272</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

### OPERATING BUDGET IMPACT (\$000)

Maintenance				909	0	157	188	188	188	188
Energy				1,078	0	186	223	223	223	223
<b>Net Impact</b>				<b>1,987</b>	<b>0</b>	<b>343</b>	<b>411</b>	<b>411</b>	<b>411</b>	<b>411</b>

#### DESCRIPTION

This project provides for the design and construction of a new 49,160 gross square-foot Animal Shelter to be built on a County-owned site of approximately seven acres located near the corner of Muncaster Mill Road and Airpark Road. This new shelter will replace the existing 15,737 square-foot shelter, which does not meet current operational needs. Kennel space will be expanded, increasing the capacity to house animals. Parking, the customer service area, and supply storage will be expanded. Office space for County and contractor staff will be provided. HVAC and refrigeration systems will be designed to provide a healthier environment for housed animals and staff. Wall, ceiling, and cage surfaces will be designed to improve noise control and facilitate proper cleaning to prevent the spread of disease. A small veterinary office will allow for an on-site contracted spay and neuter services.

#### ESTIMATED SCHEDULE

Construction is scheduled to start in fall of 2011-2012. Construction period is eighteen months. Projected construction completion is in the summer of 2013.

#### COST CHANGE

Cost increases are due to actual construction bids, increase in permit fee, prevailing wage rate compliance, and project delay.

#### JUSTIFICATION

The current two-story Montgomery County Animal Shelter, constructed in 1975, was built for a community and animal population much smaller than it now serves. Several of the building's original features, such as solar heating panels, are no longer functional. The interior space of the shelter is crowded, worn, and in poor working condition. The parking and outdoor areas are worn and crowded. A shortage of properly separated cages, inadequate ventilation, inadequate freezer space, and inadequate cages for proper animal care also adversely impact operations. A building condition study in 1999 determined that the current site is too small and hilly to support the current and future County animal services program and that the purchase and retrofit of an existing building is not practical. Therefore, the best option is to build a new facility at a different site. A Program of Requirements was revised in 2009 and was updated during the design process.

#### OTHER

The facility is designed to reflect current best management practices in operating an animal shelter. An independent nonprofit- Montgomery County Partners for Animal Well-being (MCPAW) has been created to provide financial support to the shelter. The funds raised by MCPAW will provide enhanced facilities and meet future equipment needs of the shelter. Their contributions are not expected to begin until FY 2012.

#### FISCAL NOTE

The Operating Budget impact (OBI) figures are for the new facility. When the information becomes available, these cost figures will be adjusted to take into account savings related to the elimination of current facility maintenance and energy costs.

#### OTHER DISCLOSURES

- A pedestrian impact analysis has been completed for this project.

#### APPROPRIATION AND EXPENDITURE DATA

Date First Appropriation	FY04	(\$000)
First Cost Estimate	FY13	26,018
Current Scope		
Last FY's Cost Estimate		23,695
Appropriation Request	FY13	2,323
Appropriation Request Est.	FY14	0
Supplemental Appropriation Request		0
Transfer		0
Cumulative Appropriation		23,695
Expenditures / Encumbrances		2,461
Unencumbered Balance		21,234
Partial Closeout Thru	FY10	0
New Partial Closeout	FY11	0
Total Partial Closeout		0

#### COORDINATION

Department of Police  
Department of General Services  
Department of Permitting Services  
Department of Technology Services  
Department of Environmental Protection  
Maryland-National Capital Park and Planning Commission  
Montgomery County Humane Society  
Local Municipalities  
State of Maryland Highway Services  
Adjacent Communities

Special Capital Projects Legislation [Bill No. 09-06] was adopted by Council May 25, 2006.

#### MAP

