

Memorandum

September 14, 2020

TO: Public Safety Committee

FROM: Carlos Camacho, Legislative Analyst

SUBJECT: Update: Office of Animal Services (OAS)

PURPOSE: Receive an update from OAS staff and partners. No action required.

Today, the Public Safety Committee will receive an update on OAS' transition from being a division within the Montgomery County Police to a new standalone office. This briefing is intended to provide the Committee with an overview on the transition process, how OAS has been impacted by the COVID-19 virus, an overview of key statistics and outcome indicators on the services provided by OAS, and changes in policies and procedures intended to improve the effectiveness of OAS.

Those expected to brief the Committee include:

- Tom Koenig, Executive Director, OAS
- Alexandra "Lex" Lepiarz, Deputy Executive Director, OAS
- Dr. Gregory Lawrence, Chief Veterinarian, OAS
- Bonnie White, Business Operations Manager, OAS
- Lavonia Byrd, Field Operations Supervisor, OAS
- Jack Breckenridge, Cruelty Investigator, MCPD/OAS
- Susan Farag, Legislative Analyst, Montgomery County Council
- Trevor Lobaugh, Fiscal and Policy Analyst, Office of Management and Budget

Overview and Transition

OAS' mission is to serve and protect all animals and citizens in Montgomery County with dedication and compassion by strengthening the human-animal bond through education, humane law enforcement, and by promoting responsible guardianship.

Expedited Bill 21-20 was signed into law on May 29, 2020 and effective July 1, 2020 transferred the duties of the Division of Animal Services from the Police Department to a new non-principal office in the Executive Branch called the Office of Animal Services (OAS).

OAS' mission remains unchanged and is currently working with various departments and divisions within Montgomery County such as Management and Budget, Procurement, Labor Relations,

Fleet Services, General Services, Technology Services and Public Relations to ensure continuity of services and operations.

OAS has signed Memorandum of Understandings (MOUs) with: the Office of Human Resources (OHR) to conduct background investigations for new hires; Montgomery County Sheriff's Office and the Family Justice Center regarding OAS' SafeKeep program; and Health and Human Services (HHS) regarding rabies control.

Furthermore, OAS has Memorandum of Agreements (MOAs) in place with the City of Gaithersburg, the City of Rockville, and with the Maryland-National Parks and Planning Commission (M-NPPC) outlining policies regarding mutual cooperation and the acceptance of animals brought to the shelter by City Animal Control staff and Park Police.

MCPD has also continued to support OAS throughout the transition process. An MOU between OAS and MCPD covers: 1) OAS' continued access to historical files related to business and HR operations; 2) procurement agreement regarding staff uniforms and officer equipment; 3) the use of police-related software applications and technology; 4) the housing of a Cruelty Investigator position within MCPD to supervise sensitive law enforcement applications; 5) MCPD support in conducting background investigations for certain key OAS positions that deal with confidential and criminal-related information; and 6) other long-term support functions.

OAS believes that the transition will likely continue into the fall and/or winter as the Office continues to develop the procedural infrastructure and policy framework it needs to operate effectively. Also of note, in 2019 OAS was the first shelter in Maryland to be evaluated based on the Department of Agriculture's minimum standards of care¹ established through the passage of HB 626 - Agriculture - Animal Shelters - Standards of Care and Protocol Implementation and Enforcement². The shelter and the veterinary office had no violations and only 5 correctable minor issues were identified by the inspectors.

Impact of COVID-19

OAS, like all other Montgomery County entities, has been impacted by COVID-19 and has been forced to make adjustments to its procedures.

While things like Animal Care, Admissions, Veterinary Services, and Field Operations have not been seriously impacted by the virus, Adoption Services, Animal Transfers, and OAS' Volunteer program have had to adjust in order to keep staff and the public safe.

¹ Title 15, Chapter 11 - Department of Agriculture Shelter Standards
<http://mgaleg.maryland.gov/mgawebsite/legislation/details/hb0626?ys=2017rs>

² Agriculture - Animal Shelters - Standards of Care and Protocol Implementation and Enforcement
<http://mgaleg.maryland.gov/mgawebsite/legislation/details/hb0626?ys=2017rs>

For example, OAS re-opened the Adoption Center on August 3, 2020 and has managed animal intakes and adoptions by appointment only with a 15-20 minutes spread between appointments to minimize crowding within the intake and adoption areas.

OAS has also taken steps to protect its staff by requiring staff to wear PPE, limiting the number of staff members that came into the shelter each day at the beginning stages of the pandemic (they are currently running fully staffed), procuring plastic barriers for customer service staff and adoption counselors that interact with the public, and putting in place procedures for the drop-off and isolation of animals that could have been exposed to COVID-19.

Due to limits on the Circuit Court and the Animal Matters Hearing Board many citations during this period were either mediated or settled, which has significantly reduced the number of hearings that will be managed in October 2020. Overall, total violations stayed almost constant with only one more violation charged in FY20 (542) than in FY19 (541).

Another point of note is that because of the State moratorium on the collection of fees, OAS has not been enforcing pet licensing requirements. OAS is still continuing to send renewal notices to pet owners but no enforcement requiring the purchase of pet licenses is being employed. As a result of this, OAS issued 1,455 fewer licenses and took in \$36,613 less in revenue in FY20 compared to FY19.

Another impact on shelter operations has been the cancelation of rabies clinics. In a normal year, OAS conducts six free rabies clinics to County residents but has had to cancel these due to COVID-19. Starting in October, OAS plans to hold weekly rabies clinics available by appointment only. Still, in FY20 OAS veterinarians conducted 1,754 rabies vaccinations and 4,535 exams.

Unfortunately, the shelter has yet to continue its volunteer program due to health concerns but prior to COVID-19 the number of volunteers logging hours each month during FY20 was higher than in FY19. Furthermore, while the number of active volunteers decreased from 88 to 75, the number of hours logged by volunteers in FY20 increased compared to FY19 due to an increase in foster volunteer hours.

Animal Outcomes

The Average Daily Population (ADP) for FY20 was 271 compared to 291 in FY19. OAS believe that the decline in ADP may be due to increased operational efficiency such as placing an increased emphasis on maintaining an efficient animal flow throughout the shelter process and use of tools like the Montgomery County Animal Services and Adoption Center (MCASAC) Decision-Making Matrix.

In FY20, OAS performed 5,813 intakes, a 2% increase over FY19. This increase was caused in part by an increase in confiscation intakes and wildlife intakes.

84% of stray dogs were returned to their owner (RTO) in FY20, while stray cats had an RTO rate of only 11%. While seemingly low, the national average RTO rate for cats is 6%. Overall, OAS' RTO rate is 45%.

In FY20, OAS' Live Release Rate (LRR) was 89%, a decrease of 2% compared to FY2019. The LRR for dogs was 94% and 90% for cats. While there were fewer cats and dogs euthanized in FY20, there was a slight uptick in euthanasia totals for other animals like roosters and mice. No healthy, adoptable animals were euthanized in FY20.

451 animals were placed in foster care homes in FY20, representing a slight increase compared to FY19 where 433 animals were placed in foster homes. Furthermore, 85 additional animals were transferred from OAS' care to Friends of Montgomery County Animals (FMCA) during the COVID-19 closure as a part of OAS' partnership with FCMA.

Operational Information

Dispatch

OAS received 21,466 calls for service in FY20, an increase of 14% from FY19. One of OAS' main focus during the transition has been to assume dispatching functions from the County's Public Safety Emergency Communications Center (ECC) and streamline its dispatch procedures. The purpose of this change was to reduce the time ECC dispatchers spent on animal related calls and to improve responses by providing timely, subject matter expertise both directly to callers and to officers.

OAS has also differentiated calls based on levels of priority, whereby dispatchers are trained to provide guidance to callers for low risk situations - animal nuisance calls that do not pose a threat to the human or animal – while officers can respond to high priority emergencies in which a person cannot handle the situation on their own.

OAS dispatchers take calls 16 hours a day, 5 days a week. OAS plans to increase their call taking window to 7 days a week once two staff members infected with COVID-19 are able to return to work. Calls that are outside of this time frame are routed to the ECC.

OAS plans to collect customer satisfaction data through surveys in order to evaluate the efficacy of the new dispatch operation.

Deer Disposal System

OAS has contracted with Curtis Bay Medical Waste Services Inc. for the disposal of dead deer and other wildlife found in Montgomery County. This service requires that dead deer be frozen prior to disposal, which led to the purchase of a freezer system that is now located at the SHA site in Gaithersburg.

Staffing

OAS currently has five (5) vacancies out of a total of 74 total positions:

- (1) Adoption Supervisor – in recruitment process

- (1) Shelter Operations Manager – lapse position
- (1) Customer Services Representative – in process
- (1) Adoption Counselor – exemption request pending
- (1) Veterinary Assistant – in recruitment process

An organization chart is attached.

Budget

OAS prepared its first independent budget for FY21. There were no new positions approved for this budget year; however, a priority for future requests may include adding Veterinary, Field Operations, Animal Care or key program positions (such as the Volunteer Program) to ensure OAS is able to meet the needs of the animals in the shelter and in the community. The final Approved FY21 Budget is \$7,753,529 with Personnel Costs totaling \$6,099,981 and Expenditures totaling \$1,653,548. These figures include the County Executive’s approved savings plan reductions.

Vehicles

OAS’ fleet management has been transitioned over to County Fleet Services with the help of MCPD Fleet staff. OAS’s long-term goal is to increase its fleet so as to assign a vehicle to each officer. This would enable officers to report to their assigned district(s) ready to respond at the start of their shift without first driving to the shelter facility.

Community “Feral” Cats

Feral cats continue to be an issue in the community due to increases in numbers, unwelcomed colonization, and potential exposure to rabies vector wildlife. One effort currently underway in response to this issue is the establishment of the Montgomery County Community Cat Coalition (MCC3). MCC3 has improved communications with colony caretakers, veterinarians, cat trappers, spay/neuter resources, and other animal welfare agencies concerned and/or involved in community cat issues. Furthermore, a bill was drafted to propose Chapter 5 revisions that would support humane efforts with regards to feral cats and is currently under review by the County Attorney’s Office.

Discussion Questions

- 1) What strategies does OAS recommend to improve pet licensing compliance when the moratorium on the collection of fees is lifted?
- 2) Can OAS speak to how it has continued to engage with the community and its non-profit partners? How has COVID-19 and the transition impacted engagement activities? What strategies does OAS think can be effective in educating the public and promoting OAS’ services, particularly in communities that may not know about OAS and the shelter?

- 3) When and under what conditions does OAS envision restarting its volunteer program? Has the absence of volunteers impacted OAS operations?
- 4) Can OAS provide some background on the recent intake of animals from Louisiana? What, if any, challenges has OAS faced with regards to this intake process?
- 5) What is the average length of stay for an animal that enters the shelter?
- 6) Do OAS staff receive continuing education? If so, how often and in what form does this take place?

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2) OAS Statistical Data	5-18
3) Memorandum of Understanding (MOU) with MCPD	19-23
4) Memorandum of Understanding (MOU) with Sheriff's Office – SafeKeep Program	24-26
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OFFICE OF ANIMAL SERVICES

SUMMARY AND STATS THROUGH FY 2020

The following provides data and significant issues regarding programs and services of the Office of Animal Services (OAS):

Introduction: OAS continues its mission to serve and protect all animals and citizens in our community with dedication and compassion. We strengthen the human-animal bond through education, humane law enforcement, and by promoting responsible guardianship. Additionally, the OAS vision to become a model open-admission animal shelter and a valued resource for the people and animals of Montgomery County Maryland remains the same. The OAS envisions a shelter where all healthy and treatable adoptable animals find new homes, where they are housed in a low-stress, comfortable environment, and where County residents can turn in times of personal crisis for help with their pets. OAS is committed to educating citizens on the proper care of animals and enforcing laws regarding cruelty, abuse, and neglected animals. Working in close partnership with rescue organizations and other shelters, local veterinarians, and the citizens of Montgomery County and beyond, OAS is confident that it can and will achieve these goals.

In 2019, our shelter was the first shelter in the State to be evaluated based on the Minimum Standards of Care set forth by the State Board of Veterinary Examiners (see attached Title 15, Chapter 11 Department of Agriculture Shelter Standards). The shelter and the veterinary office had no violations and only 5 correctable minor issues were identified by the inspectors.

OAS is committed to providing the best possible standards of care and adheres to the Five Freedoms of animal welfare as introduced by the Association of Shelter Veterinarians in 2010, Guidelines for Standards of Care in Animal Shelters:

1. *Freedom from Hunger and Thirst* by constant access to fresh water and a diet to maintain full health and vigor.
2. *Freedom from Discomfort* by providing an appropriate environment including shelter and a comfortable resting area.
3. *Freedom from Pain, Injury or Disease* by prevention or rapid diagnosis and treatment.
4. *Freedom to Express Normal Behavior* by providing sufficient space, proper facilities and companionship.
5. *Freedom from Fear and Distress* by ensuring conditions and treatment that avoid mental suffering.

Statistical Data Attached Includes:

1. Pet Licensing
2. Field Services
3. Bites and Rabies Control
4. Customer Services
5. Animal Intake
6. Animal Outcomes
7. Adoptions
8. Humane Euthanasia
9. Veterinary Services
10. Volunteer Program
11. Foster/Rescue Program

Other Attachments Include:

12. Memorandum of Understanding (MOU) with MCPD
13. Memorandum of Understanding (MOU) with Sheriff's Office – SafeKeep Program
14. Memorandum of Agreements (MOAs) with Gaithersburg City, Rockville City, and Maryland-National Parks and Planning Commission
15. Memorandum of Understanding with HHS - Rabies Control
16. COVID-19 Reopening/Reconstitution Plan
17. Title 15, Chapter 11 – Department of Agriculture's Animal Shelter - Minimum Standards of Care
18. Organizational Chart
19. MCPAW Report
20. Memorandum of Understanding (MOU) with Montgomery County OHR

Significant Activities:

1. **Transition to the Office of Animal Services** – In May 2020, the County Council voted to create the Office of Animal Services (OAS), moving the organization from under the Police Department (MCPD) to an independent County agency. This change included coordination with offices and departments such as Human Resources (see attached MOU with OHR), Management and Budget, Procurement, Labor Relations, Fleet Services, General Services, Technology Services and Public Relations. Additionally, an OAS and MCPD MOU addresses police related software applications and technology to ensure the continuity of OAS operations. To accomplish this, and as reflected in the OAS FY2021 Budget, one (1) professional employee position, Cruelty Investigator, remained a MCPD position to supervise sensitive law enforcement applications. OAS is still in the middle of the transition period and has a number of support related items that are being covered by MCPD until such time that County resources and/or support are in place.
2. **Operating under COVID-19** – OAS has had to make significant adjustments to meet State and County requirements to keep staff and the public safe from this virus while continuing to provide resources and services to the public. Animal Care and Admissions Operations, Veterinary Services and Field Operations have been operating with little change or disruption. The care of animals within the shelter or ability to respond to calls in the community were not seriously impacted. However, with specific programs and services temporarily halted including Adoption Services, the ability to move animals and loss of the use of volunteers offered OAS new challenges. The following reflects some of the adjustments made by OAS:
 - a) Outcomes for many animals in the shelter included transfers to rescues, foster care homes (200 plus new applications), or transfer for adoption through a local non-profit, Friends of Montgomery County Animals.
 - b) Officers responding to priority only calls.
 - c) Limits to the Court and Hearing Board resulted in numerous citations and appeals being mediated or settled, significantly reducing the impact on the number of hearings to be managed beginning in October 2020.
 - d) Appointment-based process in the admission's process that limits the number of animals into the shelter ensuring a better managed shelter population.
 - e) Managed staffing levels to limit exposure to the virus in work related activities particularly front/public facing staff including Officers, Dispatchers/Call-Takers, Foster/Rescue and Admissions.
 - f) On August 3rd, OAS re-opened the Adoption Center on a limited basis utilizing an appointment-based adoption process.
 - g) Rabies Clinics were not started as scheduled (6 clinics from April to September);

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however, an appointment-based process to safely provide free rabies vaccinations is planned and projected to begin on or around October 1st.

- h) Pet Licensing enforcement was stopped. Renewal Notices are being sent out, but no enforcement requiring the purchase of pet licenses is being employed. Compliance is down (see attached Pet Licensing chart).
3. **Establishing New OAS Communications Center** - The transfer of animal related call-taking and dispatching functions from the County's Public Safety Emergency Communications Center (ECC) to the OAS was implemented with the intent to reduce the extended time ECC dispatchers spent on animal related calls, and to improve response to animal related calls and complaints by providing subject matter experts who could serve as a resource to the community and more closely connect call-takers and officers to ensure a more efficient and effective response. Since implementation on June 3, 2019, the OAS has seen better management of response times and call distribution, greater officer accountability, improved level of officer safety, and greater accuracy in accounting and reporting call specific data. The addition of this operation has improved the overall service to the residents of Montgomery County. Our goal is to have data through customer satisfaction surveys to gauge the efficacy of this new communications center. The communications center currently operates 5 days-a-week, 16 hours-a-day, with a target to move to a 7 days-a-week schedule. Animal related calls during times not covered by OAS have continued to be handled by the ECC.
4. **New Deer Disposal System** – in the Fall of 2019, the Executive Director was notified that the company (Valley Protein LLC – based in Virginia) that disposes of dead deer and wildlife picked up by the County, Cities and the State Highway Administration (SHA), would no longer continue. This was a no-notice decision, subsequently requiring OAS and the County to work out a short-term solution to resolve this issue. After much research into a variety of options and survey of other jurisdictions, the County agreed to move forward a long-term solution with a company willing to serve Montgomery County. Unique to this service is the requirement that the deer are frozen, so County and MCPD leadership agreed to purchase a freezer system that would accommodate this requirement. The freezer is located at the SHA site in Gaithersburg (see attached DOT/SHA MOU).

Other Operational Information: This past year offered many significant challenges including a challenging population of animals at the shelter, numerous cruelty and abuse cases, a high call volume for wildlife issues including rabies exposures, and several cases involving reported bites and Potentially Dangerous and Dangerous cases. The following provides information regarding operations beyond those described above:

1. There are currently five (5) vacancies of the 74 total positions:
 - (1) Adoption Supervisor – in recruitment process
 - (1) Shelter Operations Manager – lapse position
 - (1) Customer Services Representative – in process
 - (1) Adoption Counselor – exemption request pending
 - (1) Veterinary Assistant – in recruitment process
2. With some turnover throughout the year and other extended absences, Animal Services Officers were able to meet the call volume, while serving as a resource or providing enforcement/compliance, as needed. OAS prepared and sponsored a State Legislative Bill in 2017 expanding sentencing guidelines for criminal aggravated cruelty. This Bill gave the Courts the option of banning pet ownership as part of sentencing and not just a part of the terms for probation. This change has served as both deterrent and a useful device in getting to an appropriate plea decision. Additionally, State legislation adopted in 2018 further advanced the ability of officers to enforce cruelty and abuse cases by requiring Veterinarians to report suspected animal abuse and cruelty to their local animal control agency.
3. For FY 2021, OAS prepared its first independent budget and along with OMB staff will be

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monitoring it closely to ensure budget projections are appropriate and representative of the programs and services provided to the community. There were no new positions approved for this budget year; however, priority for future requests may include adding Veterinary, Field Operations, Animal Care or key Program positions (such as the Volunteer Program) to ensure OAS is able to meet the needs of the animals in the shelter and in the community. The final Approved FY21 Budget is \$7,753,529 with Personnel Costs of \$6,099,981 and Expenditures of \$1,653,548 and includes the County Executive's approved savings plan reductions.

4. Vehicles have and continue to be an issue for OAS; however, it is important to note that our switch to County Fleet Services has been very successful thanks to the support and assistance of the MCPD Fleet officers and staff. Our long-term goal has been to add enough vehicles to our fleet so that a vehicle is assigned to each officer. This would enable officers to report to their assigned district(s) ready to respond at the start of their shift without driving to the shelter facility first. Each vehicle is equipped to ensure officers have the tools they need to effectively respond to animal related calls for service.
5. Community cats, often referred to as "feral" cats, continue to provide much concern in the community because of the total numbers, unwelcomed colonization, and potential exposure to rabies vector wildlife. The establishment of the Montgomery County Community Cat Coalition (MC C3) has significantly improved communications with colony caretakers, veterinarians, cat trappers, spay/neuter resources, and other animal welfare agencies concerned and/or involved in community cat issues. These citizens and organizations are working on a path forward in managing the community cat population in Montgomery County consistent with those utilized by several other localities. A Bill was drafted to propose Chapter 5 revisions that would go a long way in supporting humane efforts and is under review by the County Attorney's Office.
6. OAS has submitted a Bill to require community Veterinarians, Veterinary offices, clinics and hospitals to submit rabies vaccination certificates/information to the County to ensure the OAS database system has a greater number of vaccination records on each dog and cat that enter the shelter or are picked-up in the field either at-large or part of a complaint – it's both a public safety issue and the quickest way to determine whether human post-exposure vaccinations are necessary. The State will not move forward with amending their limitation for using rabies vaccination information for the purpose of pet licensing until the County passes the proposed bill. In 2016, the County supported a Bill to the State to have this limitation removed – that Bill passed the Senate, but not the House. The local Bill is currently under review in the County Attorney's Office.

Staff are available to answer your questions to include:

Thomas J. Koenig, Executive Director

Alexandra "Lex" Lepiarz, Deputy Executive Director

Dr. Gregory Lawrence, Chief Veterinarian

Bonnie White, Business Operations Manager

Lavonia Byrd, Field Services Supervisor

Jack Breckenridge, Cruelty Investigator

Montgomery County Office of Animal Services (OAS) 2020 Fiscal Year Summary



Pet Licensing

<u>All Licenses</u>	FY19	FY20	% Change
# Issued	19,400	17,945	-8%
Revenue	\$419,171	\$379,558	-9%

1,455 fewer licenses issued and \$36,613 decrease in revenue compared to FY19.

<u>Online Sales</u>	FY19	FY20	% Change
# Sold	8,197	9,436	15%

49% of all licenses sold were purchased through OAS's online purchasing platform.

See also "Other FY20 Statistics" slide for Rabies Clinic vaccination information

<u>Compliance</u>	FY19	FY20
Rate	11.32%	11.08%

Compliance rate for dogs and cats is 9.12% and 1.96%, respectively. It is estimated that there are 271,426 dogs and 305,934 cats in the community as of 2020.

Field Services

<u>Calls for Service</u>	FY19	FY20	% Change
Source: CAD	12,451	4,907	-61%
Source: Chameleon	6,454	16,559	157%
Total	18,905	21,466	14%

<u>Citations Issued</u>	FY19	FY20	% Change
Total Violations	541	542	.2%
Civilly Charged	526	521	-.1%
Criminally Charged	6	16	167%
Warnings	9	5	-44%

Field Services

Cruelty, Neglect & Abandonment Investigations

	FY19	FY20	% Change
Cruelty Case Investigations	269	464	72%
Cruelty Case Investigations: Conducted by Investigator	34	55	62%
Criminal Charges	6	16	167%
Citations Issued	23	35	52%

*Some cases still awaiting trial in FY21.

- In FY19, 13% of cases were investigated as potential criminal cases; of that, 18% were criminally charged.
- In FY20, 12% of cases were investigated as potential criminal cases; of that, 29% were criminally charged
- In FY20, 4% of criminal charges result in guilty verdicts; 47% are pending an outcome.

Bites & Rabies

<u>Bite Quarantines</u>	FY19	FY20
Cat	398	237
Dog	1,199	1,356
Other (Including Bats)	30	37
Raccoon	2	16
Total	1629	1,776

<u>Rabies Positive/ Unsatisfactory</u>	FY19	FY20
Total #	33	45

Customer Service

<u>Customers Served @ MCASAC</u>	FY19	FY20	% Change
Pet License	2,658	2,679	1%
Adoption	12,459	11,280	-9%
Donation	3,285	2,623	-20%
General Visit	24,459	17,231	-30%
Volunteer Info	545	179	-67%
Total	43,406	34,022	-22%

Significant decreases to number of customers served due to COVID-19 closure of facility March – June.

Animal Intakes

	FY19	FY20	% Change
Grand Total (GT)	5,683	5,813	2%
General Intakes (GI)	5,162	5,357	4%
Live Intakes (LI)	5,059	5,274	4%
Domestic Live Intakes	4,007	3,802	-5%

GT = Sum of all animal intakes, minus intakes of foster animals upon return from foster for permanent or temporary reasons (already accounted for in reported intake numbers)

GI = GT – Dead Animal Intakes

LI = GI – Animals Surrendered for Owner Requested Humane Euthanasia

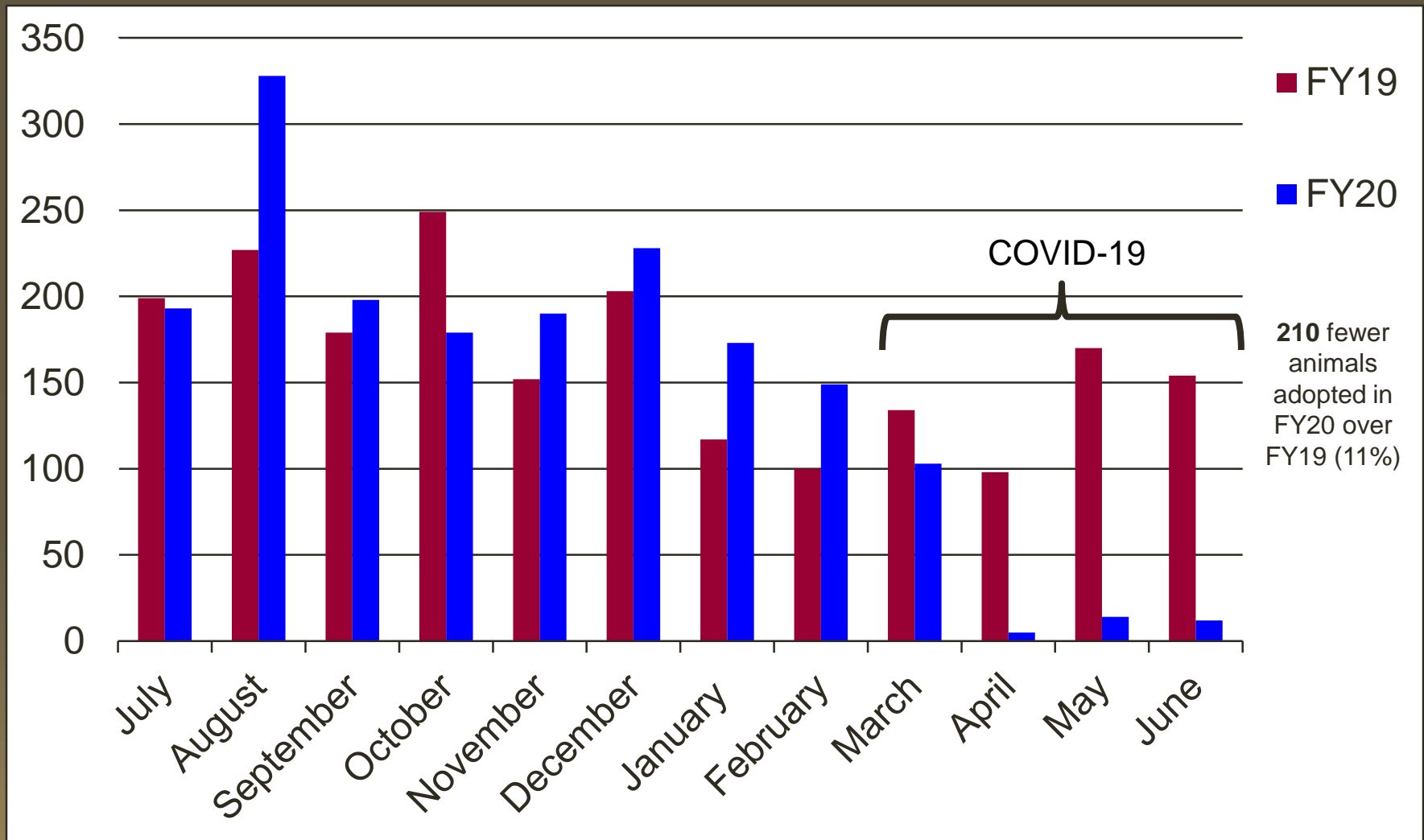
Domestic Live Intakes = GI – All Wildlife Intakes

Animal Outcomes

<u>FY2020</u>	Dog	Cat	Other	Sum	% Change Over FY19
Adoption	473	1,015	284	1,772	-11%
Died in Care	7	33	145	185	9%
Disposal (DOA)	102	148	206	456	-13%
Return to Owner	735	100	42	877	-10%
Transfer	247	321	685	1,253	11%
Other Outcomes*	0	8	32	40	43%
Total # Live Releases	1,455	1,444	1,043	3,942	-3.5%

*Excludes humane euthanasia; see slides entitled "Humane Euthanasia."

Adoptions by Month



Adoption Numbers According to Month: All Species (13)

Humane Euthanasia

<u>Totals</u>	FY19	FY20	% Change
Bird	23	123	435%
Cat	186	156	-16%
Dog	133	92	-31%
Livestock / Other	23	55	139%
Total	365	426	17%

<u>LRR</u>	FY19	FY20
Live Release Rate	91%	89%

Veterinary Summary

<u>Surgical Procedures</u>	Cat	Dog	Other Species	Total
Neuter	409	217	0	626
Other	31	42	1	74
Spay	460	188	0	648
Total	900	447	1	1,348*

1,274

Spay and neuter surgeries performed

74

Surgeries = direct treatment of illness or issue

*Does not necessarily reflect unique individuals; same individual animal may have had one or multiple surgical procedures performed during stay.

- 6 animals received extraordinary surgical or medical care, with \$19,000 of financial support from MCPAW

Veterinary Summary

<u>Diagnostics, Vaccines and Preventative Care</u>	Total
Rabies Vaccines	1,754
Distemper Vaccines	1,197
Bordatella Vaccines	818
FVRCP Vaccines	2,361
Heartworm Tests	668
FeLV/FIV Tests	1,442
Blood Work	328 panels
Radiographs	148 animals

4,535
Exams completed
by Veterinarians

- Examined 268 individual animals as potential and/or confirmed animal cruelty cases
- 42 necropsies performed

Volunteer Program

<u>Number of Active Volunteers*</u>	FY19	FY20	% Change
Total	88	75	-15%

*Average number of in-house volunteers that entered hours in Volgistics each month

<u>All Volunteer Hours</u>	FY2019	FY2020	% Change	Monetary Value of FY20 Time
In-House	10,382	7,845	-28%	\$231,506
Foster	37,629	43,285	15%	\$1,277,340
Total	48,011	51,130	7%	\$1,508,846

- Most in-house hours devoted working in the Cat Room, dog walking, and morning Cat Room cleaning
- The number of volunteers logging hours each month during FY20 was higher than FY19 until COVID-19 closure.

Foster & Transfer Programs

<u>Foster Placement Totals</u>	FY20	
Kittens	264	346 CATS
Adult Cats	82	
Puppies	32	99 DOGS
Adult Dogs	67	
Other	6	
Total	451	

<u>Non-Wildlife Transfer Placement Totals</u>	FY20
Cats	320
Dogs	248
Small Mammals	70
Birds	38
Reptiles	20
Livestock	20
Total	716

- **18** more animals sent into foster care in FY20 compared to FY19
= **4%** increase

- **37** more animals transferred out
= **5%** increase

Memorandum of Understanding

Montgomery County, Maryland Office of Animal Services and the Montgomery County Department of Police

Purpose

This Memorandum of Understanding ("MOU"), dated as of September 3, 2020, is by and between the Montgomery County Government, as set forth an agreement between the Montgomery County Department of Police (the "Department") and the Office of Animal Services (the "Office") to establish and define the roles and responsibilities of the parties in the working relationship between the Department and the Office. This MOU is intended primarily to ensure that the Office maintains the means for enforcement of State/County laws and regulations, the use of technology and system applications that are critical to the Office's operations, and the administration of certain resources critical to the support of staff/officers and critical operations including the care of animals at its shelter, are continued as described in this agreement.

Background

Prior to becoming a non-principal organization, the Office operated under the Department after becoming the Animal Services Division in 2014. The Department provides key assets in support of the enforcement and compliance requirements set forth by State and County animal control laws and regulations. It is significantly important to the effectiveness and efficiency of the operations of the Office to ensure that these key assets of the Department remain available to ensure continued and consistent operations.

Business Operations:

The majority of the business operations for the Office will no longer be coordinated through the Department and will now be coordinated independently with the relevant County Agencies. The Department agrees to allow the office to obtain/view the historical Department files referencing Office operations and necessary for the Office to function moving forward, including, but not limited to: budget, financial records, contracts and other procurement activities.

Human Resources:

The majority of the Human Resources and Employee Relations operations will no longer be coordinated by the Department and will now be coordinated independently with the relevant County Agencies. The Department agrees to allow access to the Office to obtain/view the historical Department files relating to Office operations and necessary for the Office to function moving forward, including, but not limited to: recruitment, labor and employee relations, classification, Telestaff, and other related records archived by the Department.

Staff Uniforms

Animal Services Officers and Staff assigned to the Office have been issued and wear uniforms that are procured through the Department's Central Supply Office, along with the equipment further described below. These uniforms are necessary for the officers to continue their work, which includes vigorous activity with animals, as well as protection from exposure to animal feces and other fluids. The

Department agrees to continue to provide supply space, an on-going Office uniform inventory and procurement and distribution support to the Office with regards to the purchase and maintenance of uniforms. The costs for the purchase and maintenance of uniforms will be charged back to an appropriate Office cost center account. The Office will communicate uniform and/or equipment disbursement for each staff member needing new or replacement items to the Department. It is understood that the Department will continue to support the Office through FY21 or until the Office is able to self-manage this operation, whichever occurs first. The Office understands that it is responsible for providing for the replacement of issued items once notified that the Department is no longer purchasing and issuing specific uniform items.

Officer Equipment

Animal Services Officers are equipped with and utilize specialized equipment critical to the Office's field operations and ability to safely enforce state and local animal control laws and regulations. This equipment includes protective items purchased through vendors approved by the Department and will require on-going procurement and training support from the Department for their continued use by Animal Services Officers. The costs for the purchase and maintenance of this equipment will be charged back to an appropriate Office cost center account. The Office understands that they are responsible for the replacement of these items once notified that the Department is no longer purchasing and issuing:

ASP, OC Spray, Body Armor, Radios, Web Belts, and Digital Cameras. Mobile Data Computers (MDC). When the Department transitions to the next Mobile Data device (ie tablet), the Office will need to procure their own (or stay with the CF-30). We will continue to support the image as long as feasible, but the Office will need to cover the expenses, including installation and wireless service cost.

Technology

The Office relies heavily on the use of specific Department computers and other electronic equipment, particularly with its Field and Dispatch Operations. Radio communications systems include vehicle, handheld, and Dispatch radio equipment to include recording of the associated talk-groups. The use of the Department's Computer Aided Dispatch (CAD) software on Mobile Data Terminals (MDTs) and dedicated desktop computers located in the Office's Dispatch Center are critical to work performed by both officers and dispatchers and particularly needed in the Office's continued response to calls dispatched to Animal Services Officers by the ECC (Stand-by Status).

Applications

The Office relies heavily on the use of specific law enforcement software applications, particularly with its Field and Dispatch Operations. The software and applications supported by the Department include but are not limited to:

- Computer Aided Dispatch (P1).
- NCIC Client (METERS).
- Investigative databases (LinX-NCR, LexisNexis, eJustice, Axon (Body Worn Camera and interview room recording database) and the desktop CAD search client.
- Training and communication (Web Board, PowerDMS, SharePoint, PSTA scheduling and training software).
- Security camera devices and recording systems.
- Building access control systems.
- Evidence and Photography Management Software (TraQ).

The Department agrees to allow the Cruelty Investigator (position described further below) to have access to these applications, to the extent permissible by law and agreement with the various applications, when necessary and to provide support for the storage and management of evidence through the Traq system critical to continuity of operations and the security and safety of officers, staff, and the public. Any costs for the purchase and maintenance of recording and security systems, software and applications, and above-mentioned equipment will be charged back to an appropriate Office cost center.

Chameleon Server

Chameleon is the records management system that is used in every element of the Office's operations. The Chameleon server (currently housed at PSHQ) is critical to the continued operations of the Office. The Department will continue monitoring and ensuring that the Chameleon server is properly maintained and will coordinate any updates/upgrades activities with the Office. However, upgrades to the Chameleon server will be coordinated with DTS.

Police Representative

To maintain access and connection to systems, programs and other Department operations, the Office will designate one professional staff member, known as Cruelty Investigator, to remain within the Department and directly report to a position designated by the Department. The Department agrees that this position will be permanently assigned to the Office for the purpose of providing animal related enforcement of State and County animal control laws and regulations, supervision of law enforcement systems, and to serve as a liaison to operations that require access to applications and functions supporting criminal enforcement activities, including the Office's Dispatch/Call-Taking and Field Services operations. While assigned to the Office, the Cruelty Investigator will also report to the Office's Executive Director and will receive direction and guidance from that office accordingly. The Cruelty Investigator will remain in a professional staff position under the Department, who will make final decisions on any recruitment, selection, labor and employee relations, and other related matters. The Executive Director will work closely with the Department's assigned supervisor to address any command decisions regarding law enforcement and investigative activities and will assist in any matter directly related to this position, upon request. The Office will be responsible for any costs associated with the position including, but not limited to salary, benefits and equipment items specific to animal related enforcement and capture.

Employment Investigations

The function requiring long term support by the Department involves employment background investigations needed for key positions within the Office, ensuring employees are cleared for work activity involving confidential and criminal-related reports and information. The Department agrees to provide the support necessary to complete NCIC Access level background investigations for the positions identified below (29 positions):

Executive Director	Lead Animal Services Officer
Deputy Executive Director	Animal Services Officer
Customer Services Representative (Dispatch)	Code Enforcement and Inspection Supervisor
Customer Services Representative Supervisor (Dispatch)	
Office Services Coordinator (AMHB Coordinator)	

The costs for conducting "NCIC Access" investigations will be charged back to an appropriate Office cost center account. Hiring of these positions will be subject to the successful completion of the "NCIC Access" level background investigation and approval by the Executive Director of the Office or a designee.

Other Services

The Department agrees to provide critical operational support to enable the long-term success of the Office by:

Allowing access to police-specific trainings offered by IMTD and the Training and Education Division for Animal Services Officers, Cruelty Investigator, and Dispatchers, who are engaged in the use of devices, applications and relevant investigative and enforcement topics managed by the Department.

Allowing Animal Services Officers and Cruelty Investigator access to District Stations. Typically, Animal Services Officers on the road are assigned specific Districts and periodically need to meet with or gain assistance from specific police officers and/or command staff to address a difficult or complex animal related situation within that District. Also, under specific circumstances, the investigator may use their recorded rooms to conduct structured interviews of suspects and witnesses of those involved in criminal animal cruelty/abuse cases, as required by Department policy. The Cruelty Investigator and officers will also work with District stations to coordinate and execute search and seizure warrants.

The Department will support the execution of Search and Seizure Warrants processed through the Cruelty Investigator who shall receive final approval by Department command staff, in accordance with Department policy and procedures. The initiating Animal Services Officer will coordinate the execution of a Search and Seizure Warrant with the appropriate District station following the lead of the police officer, typically a police sergeant, assigned to coordinate the execution of the warrant.

The Department will allow the office continued access to the Department's Peer Support Program and Crisis Intervention Team(CIT). These programs have been vital to the professional staff and officers who have been exposed to emotional and disturbing work situations and/or personal tragedies that may have an impact on their daily lives.

The Office agrees to provide critical operational support to the Department to include:

Responding to calls and for assistance from police officers addressing an animal related matter or other matter that may require the removal of animal(s).to include after-hours.

Responding to Department search and seizure warrants that may require either removing or securing animal(s).

Conducting animal related training and support intended to enhance officer safety and further the Department's efforts to meet or exceed their stated goals and mission.

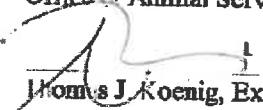
The Office agrees to adhere to the Department policies regarding the Public Safety Communications System and collaborate with the Department Emergency Communications Center on any call take and dispatch modification.

The Office agrees to be the primary responders for animal related calls for service during operational hours. After hours and when deemed necessary, the Office will respond to the call for service.

This agreement is effective the date the final signature is obtained and will remain in effect through July 1, 2021.

In witness, whereof, the parties have executed the Memorandum of Understanding on this 3 day of September 2020.

Montgomery County
Office of Animal Services


Thomas J. Koenig, Executive Director

Montgomery County
Department of Police

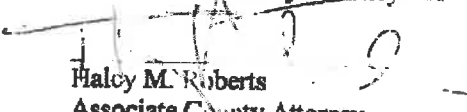

Marcus G. Jones, Chief of Police

Montgomery County


Rich Madaleno

Rich Madaleno,
Acting Chief Administrative Officer

Montgomery County
Office of the County Attorney


Halcy M. Roberts
Associate County Attorney

Memorandum of Agreement

Montgomery County, Maryland
through its Office of the Sheriff and Allied Agencies and the Montgomery County
Police Department, through its Animal Services Division

Purpose

This Memorandum of Agreement ("MOA"), dated as of December 24, 2019, is by and among the Montgomery County Police, as set forth an agreement between the Montgomery County Police, Animal Services Division (the "Division") and the Montgomery County Office of the Sheriff (the "Office"), and allied agencies to establish and define the roles and responsibilities of the Division and the Office and the Division's SafeKeep program and its support to pets belonging to displaced victims of family violence.

Background

The Division has been operating the SafeKeep program the purpose of which is to provide temporary emergency housing to pets owned by members of our community during a time of crisis. The program provides short-term relief to individuals while they seek out long-term housing options. The pets are housed outside of public view and the Division maintains the anonymity of owner and the pet during the animal's stay in Division care.

Program

The SafeKeep Program requires the pet owner to be working with or represented by the Office or other allied agency identified in this MOA.

1. Pet owners found eligible for the SafeKeep Program will be required to maintain a client relationship with the Office or other allied agency to remain eligible. If that relationship ends, the Office or allied agency agree to inform Division representatives within 24-hours.
2. Once the client relationship ends, the pet owner is expected to contact the Division within 5 days to either arrange to pick-up of their pet(s) or request an extension of board that will result in boarding fee charges. If the owner does not contact the Division within 5 days, the pet(s) will be considered abandoned and will become the property of the County.
3. Due to the limits of space and resources, in addition to the stress that long term confinement may have on an animal, length of stay is initially limited to 30 days. Extension of care beyond that time is possible; however, it requires prior approval by the Division within 72 hours of the end of the initial 30 day period.
4. The Safekeep Program is available throughout the year; however, space, resources and other factors may impact whether the pet(s) stay will be at the Division facility or another pet care facility approved by the Division. If the Division is unable to house the animal at the shelter or feel it needs to be housed somewhere else for the animal's safety, the Division will use one of its partner boarding facilities to house the animal adhering to all of the requirements set forth in the SafeKeep Program.
5. The Division requests records that include the pet's veterinary care and vaccination history. Alternatively, the owner may authorize release of their pet's records allowing the Division to contact the veterinary office, clinic or hospital directly to get the appropriate information. If

medical or vaccination history is not be provided, then the pet(s) will be revaccinated, in accordance with the Division's Standard Operating Procedures (SOPs) for shelter intake.

6. Every pet must be microchipped, if the pet is not microchipped at intake, then one will be implanted free of charge. Division staff will provide the owner with all of the necessary forms to register the microchip with their own personal ownership information.
7. Although it is not required for eligibility to be in the SafeKeep Program, the Division strongly encourages and will offer, free of charge, to sterilize (spay or neuter) the pet(s). Exceptions include animals the Division's veterinarian has determined to be at high risk due to medical concerns. If pet owner agrees to have their animal altered by MCASAC, they will be required to sign a consent for surgery form.
8. At time of release, the owner must pay a pet licensing fee for dogs, cats or ferrets over 4 months of age. There are low-income options for pet licensing from the Division or financial support options through the Office, or allied agency the client is working with.
9. The Division reserves the right to treat any health concern that may be a threat to the pet's life, to relieve suffering or pain or to treat a condition that is significantly compromising the animal's quality of life, as determined by the Division's Veterinary staff. This treatment will be at no cost to the pet owner.
10. In order to protect the Division's care and veterinary staff members, the Division will require the pet owner to provide information regarding any behavior concerns the animal may have (bite history, history of aggression). If the animal has been seen by a trainer or behaviorist, the Division will request access to their contact information and records on the pet(s). It is vital to share any information that will help ensure the safety of Division staff and the other animals housed at the shelter. Any pet whose behavior is determined to be highly dangerous may require alternative housing or, in extreme cases, declared ineligible for the SafeKeep Program.
11. Owners are encouraged to bring their pet to the shelter for SafeKeep housing when circumstances allow. This gives shelter staff the opportunity to meet with the owner to discuss the pet to provide the best possible care. If circumstances do not allow the owner to be present, the Division is typically able to pick up an owner's pet for transport to the shelter facility. However, the Division requests that the SafeKeep participant or their appointed representative come to pick the animal up from the shelter at the end of their stay. Any medical or behavior observations recorded by staff during the pet(s) stay is important information for the owner to hear prior to taking the animal home or to a new home location.
12. The Office or allied agency with clients who require the services provided by the SafeKeep Program agree to contact a Division management team member at 240-773-5900, prior to sending the client and their pet(s) to the Division's shelter, at least 24-hour notice is strongly recommended. If outside regular business hours, call the non-emergency police line at 301-279-8000 and ask to speak to the Field Services Supervisor or Lead Animal Service Officer for assistance.

13. Whenever possible, the Office or allied agency agree to provide the Division as much advanced notice as possible to give supervisors time to evaluate space and ensure appropriate housing accommodations are properly arranged for each pet.

14. FURTHERMORE, the signatories and staff of the agencies represented in this agreement understand the LINK between animal abuse and other forms of abuse including victims of domestic violence, child abuse, senior abuse or abuse of disabled persons and agree to immediately report any potential signs of abuse that may require action by one or more of the other agencies.

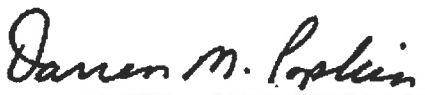
In witness, whereof, the parties have executed the Memorandum of Agreement on this 24th day of December 2019.



Marcus G. Jones, Chief of Police



Thomas J. Koenig, Director
Animal Services Division



Darren M. Popkin, Sheriff

Memorandum of Agreement

Between the Montgomery County Police Animal Services Division, including the Montgomery County Animal Service and Adoption Center, and the City of Gaithersburg Animal Control Division.

Purpose: To set forth an agreement ("Agreement") between the Montgomery County Police Animal Services Division ("Division") and the City of Gaithersburg's Division of Animal Control ("City") for the housing and care of the animals brought to the Montgomery County Animal Service and Adoption Center ("Shelter"), by City staff, or on behalf of the City.

Policy: According to Montgomery County Code §5-102 (c), "the County shelter must harbor, care for, and dispose of any animal that is brought to the Shelter from a location within Montgomery County, and that the Division finds is abused, homeless, unwanted, abandoned, or neglected, or that threaten the health, safety, peace, or security of the public of Montgomery County." Thus, the Shelter shall accept animals brought to the Shelter by City Animal Control staff, if the animals brought to the Shelter are found by the County's Division to be covered by the provisions of §5-102 (c) of the County Code.

Guidelines: 1. Animals

- a- The County's Shelter will consider stray animals brought to the Shelter by City staff to be abandoned, if not claimed within 5 days of impoundment, and the disposition of these animals shall be at the discretion of the Director of the Shelter, or the Director's designee.
- b- The City shall inform the Shelter of any request for additional documentation needed by City staff or a Veterinarian, or a request to extend the holding period for an animal (beyond the "5-day" stray time referenced in subsection (a), above) when such actions are needed to support any potential City legal proceedings. The Shelter shall respond to such requests prior to releasing an animal.
- c- The Shelter will only release an animal (that has been brought to the Shelter by City staff) to an owner after a City Animal Control Officer has authorized release and only during the Shelter's normal business hours. The Shelter reserves the right to set fees for animal boarding and care, including veterinary services, and to require payment by the owner. Animal owners should be advised to contact the Shelter to obtain fee information.
- d- The Shelter will provide the same level of normal, daily veterinary care to animals brought to the Shelter by City staff as that provided to all other animals housed at the Shelter. Medical issues and/or injuries that require treatment beyond normal or routine care must be approved by the City prior to any treatment. Once an animal is considered abandoned, as

described in subsection (a) above, the Shelter will have full authority to make all medical treatment decisions.

- e- The Shelter Veterinarian will only conduct necropsies upon animals brought to the Shelter by City staff when no other Veterinarian is available, or in the case of emergency need as determined by the Shelter, upon approval by the Shelter Director and/or designee ("Director").
- f- Wildlife collected by City Animal Control Officers during times when other housing options are unavailable may be placed in the Shelter's designated "wildlife holding area." The disposition of such wildlife shall be at the discretion of the Director, and county Shelter staff will provide care for the animal(s) and transport it/them to an appropriate facility.
- g- Animals transported to the Shelter by a City Animal Control Officer for an Owner Requested Euthanasia (ORE) must be accompanied by a completed and signed current authorization on an approved Shelter form, which authorizes the Shelter to euthanize the animal. Without the appropriate form, euthanasia or ORE may only be approved by the Director.
- h- Dead animals, including but not limited to deer, shall be received and disposed of according to current Montgomery County policies and procedures.

2. Mutual cooperation.

- a- Montgomery County Animal Services Officers are authorized to respond to animal related calls for service within Gaithersburg City boundaries, but are not authorized to enforce any civil or criminal animal control law within City boundaries. Any such response will only be:
 - 1- At the direction of the Montgomery County Animal Services Director.
 - 2- At the specific request of any City Animal Control Officer, including:
 - A. When the City Animal Control Officer is on scene;
 - B. When no City Animal Control Officer is on scene but a delayed response will, in the judgment of the Montgomery County Animal Services Officer called to the scene or the Director, cause a threat to public safety or the well-being of an animal.

- C. At the request of a City Animal Control Officer who is on scene when the Montgomery County Police Animal Services Division is operating in an on-call status.
- D. This Agreement exists as a guideline and is not intended and should not be used to limit the cooperation between the signatory agencies.


b- Staff of any party acting under the terms of this Agreement shall remain at all times and for all purposes an employee of their employing entity and their employing entity shall be responsible for all acts or omissions of their respective staff.

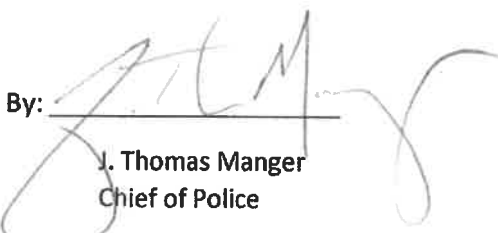
3. This Agreement shall be governed under the laws of Maryland. It constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated herein. This Agreement may be amended by the agreement of both parties, in writing, and any such modification or additional obligation assumed by either party shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.


In witness whereof, the parties have executed this Memorandum of Agreement on this 26 day of July 2016

City of Gaithersburg, Maryland

Montgomery County

By: 
 Tony Tomasello
 City Manager

By: 
 J. Thomas Manger
 Chief of Police

By: 
 Thomas J. Koenig
 Director Animal Services Division

Memorandum of Agreement

Between the Montgomery County Police Animal Services Division, including the Montgomery County Animal Service and Adoption Center, and the City of Rockville’s Police Department Neighborhood Services Division

Purpose: To set forth an agreement (“Agreement”) between the Montgomery County Police Animal Services Division (“Division”) and the City of Rockville’s Police Department Neighborhood Services Division (“City”) for the housing and care of the animals brought to the Montgomery County Animal Service and Adoption Center (“Shelter”), by City staff, or on behalf of the City (collectively referred to as the “Parties” or individually as “Party”).

Policy: According to Montgomery County Code §5-102 (c), the Division “must remove, harbor, care for, and dispose of any animal that is brought to the Shelter from a location within Montgomery County, and that the Division finds is abused, homeless, unwanted, abandoned, or neglected, or threatens the health, safety, peace, or security of the public” of Montgomery County. Thus, the Shelter shall accept animals brought to the Shelter by Neighborhood Services’ staff, if the animals brought to the Shelter are found by the County’s Division to be covered by the provisions of §5-102 (c) of the County Code.

Guidelines: 1. Animals

- a. The County’s Shelter will consider stray animals brought to the Shelter by City staff to be abandoned, if not claimed within 5 days of impoundment, and the disposition of these animals shall be at the discretion of the Director of the Shelter, or the Director’s designee.
- b. The City shall inform the Shelter of any request for additional documentation needed by City staff or a Veterinarian, or a request to extend the holding period for an animal (beyond the “5-day” stray time referenced in subsection (a), above) when such actions are needed to support any potential City legal proceedings. The Shelter shall respond to such requests prior to releasing an animal.
- c. The Shelter will only release an animal (that has been brought to the Shelter by City staff) to an owner after a Neighborhood Services Officer has authorized release and only during the Shelter’s normal business hours. The Shelter reserves the right to set fees for animal boarding and care, including veterinary services, and to require payment by the owner. Animal owners should be advised to contact the Shelter to obtain fee information.
- d. The Shelter will provide the same level of normal, daily veterinary care to animals brought to the Shelter by City staff as that provided to all other

animals housed at the Shelter. Medical issues and/or injuries that require treatment beyond normal or routine care must be approved by the City prior to any treatment. Once an animal is considered abandoned, as described in subsection (a) above, the Shelter will have full authority to make all medical treatment decisions at the Shelter's expense.

- e. The Shelter Veterinarian will only conduct necropsies upon animals brought to the Shelter by City staff when no other Veterinarian is available, or in the case of emergency need as determined by the Shelter, upon approval by the Shelter Director and/or designee ("Director").
- f. Wildlife collected by Neighborhood Services Officers during times when other housing options are unavailable may be placed in the Shelter's designated "wildlife holding area." The disposition of such wildlife shall be at the discretion of the Director, and County Shelter staff will provide care for the animal(s) and transport it/them to an appropriate facility.
- g. Animals transported to the Shelter by a Neighborhood Services Officer for an Owner Requested Euthanasia ("ORE") must be accompanied by a completed and signed current authorization on an approved Shelter form, which authorizes the Shelter to euthanize the animal. Without the appropriate form, euthanasia or ORE may only be approved by the Director.
- h. Dead animals, including but not limited to deer, shall be disposed of according to current Montgomery County Code and Division policies and procedures.
- i. The Shelter will also accept animals seized by the City per Animal Review Official ("ARO"), Neighborhood Services Officer, or Court Order. These Animals will be housed in an appropriate place in the shelter and will not be released until the City or Court action deems is appropriate.
- j. Upon acceptance of animals seized by the City, Montgomery County Maryland agrees to indemnify and hold the City harmless from and against any and all claims and/or liabilities in connection with or arising from the Shelter's care of the animals.

2. Mutual cooperation.

- a. Montgomery County Animal Services Officers are authorized to respond to animal related calls for service within Rockville City boundaries, but are not authorized to enforce any civil or criminal animal control law within City boundaries. Any such response will only be:

- i. At the direction of the Montgomery County Animal Services Director or their designee.
 - ii. At the specific request of any Neighborhood Services Officer, including:
 - A. When the Neighborhood Services Officer is on scene;
 - B. When no Neighborhood Services Officer is on scene but a delayed response will, in the judgment of the Montgomery County Animal Services Officer called to the scene or the Director, cause a threat to public safety or the well-being of an animal.
 - C. At the request of a Neighborhood Services Officer who is on scene when the Montgomery County Police Animal Services Division is operating in an on-call status.
 - iii. At the specific request of any City or County Police Officer when no Neighborhood Services Officer is on duty and a lack of response by County Animal Services will cause a threat to public safety or the well-being of an animal and a Police Officer has been dispatched to the same event.
- b. This Agreement exists as a guideline and is not intended and should not be used to limit the cooperation between the signatory agencies.
 - c. Staff of any Party acting under the terms of this Agreement shall remain at all times and for all purposes an employee of their employing entity and their employing entity shall be responsible for all acts or omissions of their respective staff.
 - d. This agreement is not intended to commit, but allows, the City of Rockville's Neighborhood Services Officers to respond to calls for service within Montgomery County but outside of the City of Rockville's corporate limits. Any request for assistance must be authorized by the Montgomery County Animal Services Director or their designee.
3. This Agreement shall be governed under the laws of Maryland. It constitutes the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated herein. This Agreement may be amended by the agreement of both Parties, in writing, and any such modification or additional obligation assumed by either Party shall be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.

4. The Parties agree to indemnify and hold each other harmless, from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence, or occasioned wholly by any act or omission of the Parties or their employees.

In witness whereof, the Parties have executed this Memorandum of Agreement on this 19 day of April 2017

For City of Rockville, Maryland

For Montgomery County, Maryland

By: [Signature]
Robert Rappoport
Acting Chief of Police
Rockville Police Department

By: [Signature]
J. Thomas Manger
Chief of Police
Montgomery County Police Department

By: [Signature]
Rob Dispirito
City Manager

Attest: [Signature] Kathleen A. Conway
City Clerk/Director of Council Operations

By: [Signature] Thomas J. Koenig
Director Animal Services Division

Approved as to form and legality

Approved as to form and legality

[Signature]
Sr. Asst City Attorney

[Signature]
County Attorney

3/28/17
Date

4/6/17
Date

Memorandum of Agreement

Between the Montgomery County Police Animal Services Division, including the Montgomery County Animal Services and Adoption Center, and the Maryland-National Park and Planning Commission.

- Purpose:** To set forth an agreement ("Agreement") between the Montgomery County Police Animal Services Division ("Division") and the Maryland-National Park and Planning Commission (the "Commission") to establish guidelines governing the response to animal related issues within the Commission's properties ("Parks") located within the territorial limits of Montgomery County (the "County Limits")
- Policy:** Pursuant to the authority set forth in Montgomery County Code §5-102 (a), "the Division may provide other services and programs to promote the humane treatment of animals and protect public health and welfare from animal-related hazards" and to provide wildlife management" as provided in Montgomery County Code §5-102 (a)(5).
- Guidelines:**
1. Animals
 - a- The County's Shelter will consider stray animals brought to the Shelter by Commission staff to be abandoned if not claimed within 5 days of impoundment, and the disposition of these animals shall be at the discretion of the Director, or the Director's designee.
 - b- The Commission shall inform the Division of any request for additional documentation needed by Commission staff or a Veterinarian, or a request to extend the holding period for an animal (beyond the "5-day" stray time referenced in subsection (a), above) when such actions are needed to support any potential Commission legal proceedings. The Division shall adhere to such requests prior to releasing an animal.
 - c- The Division reserves the right to set fees for animal boarding and care, including veterinary services, and to require payment by the owner. Animal owners should be advised to contact the Shelter to obtain fee information.
 - d- The Division will provide the same level of normal, daily veterinary care to animals brought to the Division by Commission staff as that provided to all other animals housed at the Division's Shelter. Medical issues and/or injuries that require treatment beyond normal or routine care must be approved by a Commission representative, which is any member of the Commission's Park Police with rank of Assistant Chief or higher, prior to any treatment. Once an animal is considered abandoned, as described in subsection (a) above, the Division will have full authority to make all medical treatment decisions.

- e- The Division’s Veterinarian will only conduct necropsies upon animals brought to the Division’s Shelter by Commission staff when no other Veterinarian is available, or in the case of emergency need as determined by the Division, upon approval by the Director or the Director’s designee.
- f- Dead animals requiring laboratory analysis or post-mortem examination will be accepted by the Division for testing.

2. Mutual cooperation.

a- Montgomery County Animal Services Officers are authorized to respond to animal related calls for service within Parks, and are authorized to enforce any civil or criminal animal control law within Commission boundaries. Any such response will only be:

- 1- At the direction of the Montgomery County Police, Animal Services Division or the Director’s designee.
- 2- At the specific request of any Maryland-National Park and Planning Commission Police Officer (“Park Police”) or any Montgomery County Police Officer or their respective communication centers, including:
 - A. When the Police Officer is on scene;
 - B. When no Police Officer is on scene but a delayed response will, in the judgment of the Montgomery County Animal Services Officer called to the scene or the Director, cause a threat to public safety or the well-being of an animal.
 - C. At the request of a Police Officer who is on scene when the Division is operating in an on-call status.
- 3- When an animal has been reported to have bitten a person or another animal in a Park. Division staff shall document the event in a report and take enforcement action that is appropriate for the circumstances.

b- This Agreement exists as a guideline and is not intended and should not be used to limit the cooperation between the signatory agencies.

c- Park Police will be the agency of principal responsibility for all animal related calls for service in Parks unless expressly waived by Commission Staff or otherwise.

d- The Division shall provide their technical expertise, equipment and human resources to cooperatively respond to and investigate animal related calls for service and crimes occurring in Parks.

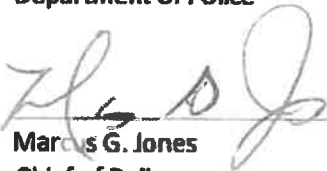
e- Staff of any party acting under the terms of this Agreement shall remain at all times and for all purposes an employee of their employing entity and their employing entity shall be responsible for all acts or omissions of their respective staff.

This Agreement shall be governed under the laws of Maryland. It constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated herein. This Agreement may be amended by the agreement of both parties, in writing, and any such modification or additional obligation assumed by either party shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document.

In witness whereof, the parties have executed this Memorandum of Agreement on this 23RD day of December 20 19

Montgomery County
Department of Police

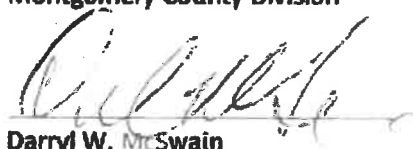


Marcus G. Jones
Chief of Police

12/23/19

Date

Maryland-National Capital Park Police
Montgomery County Division




Darryl W. McSwain
Chief

12/2/19

Date

Animal Services Division



Thomas J. Koenig
Director

12/6/19

Date

**ATTEST:
THE MARYLAND-NATIONAL CAPITAL PARK
AND PLANNING COMMISSION**

Asuntha Chiang-Smith
Executive Director

Date

Joseph C. Zimmerman
Secretary-Treasurer

Date

Memorandum of Agreement

**Montgomery County, Maryland
through its Department of Health and Human Services, and
Montgomery County Police,
through its Animal Services Division**

Purpose

This Memorandum of Agreement ("MOA"), dated as of ~~March~~ ^{May 7} 2018, is by and among the Montgomery County Police, as set forth an agreement between the Montgomery County Police, Animal Services Division (the "Division") and the Montgomery County Department of Health and Human Services ("Department") to establish and define the roles and responsibilities of the Division and Department regarding rabies issues or matters, and to replace a previous Memorandum of Agreement between the Division and Department, dated April 1989.

Background

The Code of Maryland Regulations 10.06.02 provides for cooperative rabies control efforts by the Maryland State Department of Mental Health and Hygiene, local health officers, and other Maryland government agencies such as the Division. In addition, Montgomery County Code §5-402 states the Director of the Division and the County Health Officer must implement the state's anti-rabies law. As such, the Division and Department entered in to an agreement dated April 1989, to define the cooperative rabies control efforts between the two county agencies. This MOA replaces the MOA dated April 1989.

Policy

Rabies control efforts are described and defined in the Code of Maryland Regulations (COMAR) 10.06 and in the Maryland Code, Health General Article, Title 18, Subtitle 3, Part 3. Certain authority and responsibilities of the County Health Officer under COMAR and the State Code is delegated to the Director of the Division by the County Health Officer through this MOA.

§18-315

Rabies vaccination clinics

The Division will have authority to plan, implement and evaluate rabies vaccination clinics for dogs, cats and ferrets. Responsibility for legally mandated records of vaccinations administered will remain with the Division. As the custodian of records for rabies vaccinations administered at County sponsored clinics, the Division will have the authority for issuing replacement certificates as requested by County residents. Replacement certificates will be issued at no charge.

§18-318

Vaccination required

The Division will have the authority to enforce the requirement that dogs, cats and ferrets be vaccinated against rabies. Enforcement will include but not be limited to vaccination checks, issuance of Citations or "Order to Correct," and impoundment of the animal. The effective period of vaccines will be established by the Compendium of Animal Rabies Prevention and Control.

10.06.02.05

Reports of animal bites required

The Division will have authority to collect reports of animal bites, from whatever source, for the purposes of placing the animal under quarantine. Information from the report of a bite will be provided to the Department as necessary or when specifically requested.

§18-320 Confinement of animals that have bitten and animals suspected of having rabies
The Division will have the authority to ensure proper confinement of animals which have bitten or scratched people for the appropriate quarantine period and to ensure proper confinement of animals potentially exposed to or having verified contact with another animal suspected of having rabies for the appropriate quarantine/isolation period in strict compliance with this section. This may include impoundment of the animal.

§18-316 Notice of presence of rabies in animals required
The Division will have the authority to collect information and coordinate laboratory testing for rabies with the appropriate state facility. The Division will continue its notification practice on all rabid animals with the purpose of ensuring proper follow up for all animals involved. On discovery of confirmed or potential human exposure information regarding victims will be immediately communicated to the Disease Control Office of the Department. Certain situations may require notification through media releases or the posting of flyers in the area where the rabid animal was discovered. This will be the responsibility of the Division when requested by the Department.

10.06.02.04 Impounding or destroying rabid dogs, cats and other animals and dogs, cats and other animals exposed to rabies
The Division will have the authority to ensure proper impoundment or destruction of all rabid animals or animals exposed to rabies in strict compliance with this section.

10.06.02.06 Risk assessment following a bite or non-bite contact to humans
The Department will be responsible for conducting a risk assessment when necessary following a bite or non-bite contact. The Division may be asked to provide certain information to the Department regarding the bite or exposure to assist with the assessment.

10.06.02.03 Human rabies
The Department will be responsible for coordinating with an individual and or their health care provider post exposure treatment when a risk assessment indicates the need.

In witness, whereof, the parties have executed the Memorandum of Agreement on this 7 day of

March 2018.

MAY RKS
Montgomery County
Department of Health and Human Services

Montgomery County Police

Uma S. Ahluwalia
Uma S. Ahluwalia, Director

J. Thomas Manger
J. Thomas Manger, Chief of Police,

Thomas J. Koenig
Thomas J. Koenig, Director
Animal Services Division

USA:ss



Standard Operating Procedure

COVID-19 REOPENING PLAN

Effective 7/1/2020

I. Purpose

The purpose of this SOP is to establish policy and procedure for how business will be conducted during the re-opening of the Montgomery County Animal Services and Adoption Center (MCASAC) to the public for adoptions and pet licensing. These changes are designed to allow for effective and efficient daily operations, while minimizing the exposure risk of citizens, staff, volunteers and fosters to SARS-CoV-2. The following changes will be implemented as of TBD and will remain in effect until further notice.

II. Policy

MCASAC will be open to the public, by appointment only, for the purposes of viewing and adopting available animals, as well as for pet licensing services. Based on guidance from the County, the total number of people allowed in the public access sections of the building will be limited so that social distancing guidelines may be maintained. This number will include staff, volunteers, as well as the public. This number may be increased or decreased based on additional guidance from the County

III. Procedures

Refer to Standard Operating Procedures entitled *COVID 19 Disinfection* (attached) for technical detail on appropriate choice and use of available cleaning products. Refer to Standard Operating Procedures entitled *COVID 19 Personal Protective Equipment (PPE)* for technical detail regarding the proper use of PPE and protocols to follow when employees make contact with individuals with suspected or confirmed COVID 19 infections. Refer to Standard Operating Procedures entitled *COVID 19 Admissions* for technical details on the process of admitting animals to MCASAC that have been exposed to a confirmed or suspected infected person.

A. General Precautions:

- 1) Any staff or volunteer who feels ill should stay home. For staff, prior guidance on notification of supervisor and rules of sick leave usage still apply.
- 2) While on MCASAC grounds or in the parking lot, all staff and volunteers must wear a face covering while inside the building or when in direct contact with the public. Face covering may be removed when alone in an office with the door closed or while eating lunch in the break room. Social distancing should always be maintained.
- 3) All staff and volunteers will continue to maintain appropriate social distancing (6 or more feet apart) while performing their duties.
- 4) The public must wear a face covering while inside the building.
- 5) Clear physical barriers will be placed in areas where social distancing is not practical and/or frequent interaction with the public is required.
- 6) Additional handwashing and hand sanitizer stations will be set up in public areas to encourage use by staff, volunteers, and the public.
- 7) Enhanced cleaning protocols of work spaces will be implemented. This will be handled by the staff and volunteers assigned to each specific area and only approved disinfectants shall be used. A cleaning check list will be completed daily. Cleaning should be done at least every 4 hours while MCASAC is open to the public. General areas should be cleaned before opening, midway through the workday, and after closing. Certain areas will require more frequent cleaning after use by the public. Particular focus should be paid to high traffic areas or items frequently touched by the public such as doorknobs, the water fountain, trash can lids, pagers, etc. (see attached, *COVID 19 Disinfection*).
- 8) Throughout public side of MCASAC notices will be posted regarding maintaining social distancing, wearing face coverings, and the importance of hand washing.
- 9) The total number of people allowed inside the public side of the building will be limited to 50 any one time. This will include staff, volunteers, and the public. A system will be in place to track the number of people in the building at one time.
- 10) The following areas will have restricted access: dispatch, administrative offices, and the veterinary suite. Entry may be made into these areas **for official business only** and a mask is required at all times.
- 11) All staff must read and sign a copy of the COVID 19 reopening plan.
- 12) If a person that has been at the shelter tests positive for SARS-CoV-2, any part of the facility that may have been exposed will be disinfected. If multiple staff have a confirmed positive test result, then the facility will be closed to the public for 72 hours to allow for natural deactivation of the virus and for comprehensive disinfection.
- 13) A one-way directional walking flow for patrons will be taped off on the floor so that citizens will continue in one direction through the dog adopt areas. This will help prevent doubling back and therefor unnecessary contact between citizens. Additionally, standing points will be taped at 6-foot intervals to assist the public with appropriate social distancing while at the customer service desk.

B. Adoptions

- 1) Citizens will be able to adopt animals from MCASAC by appointment only.
 - a) The citizen will start the process by sending an email to the primary adoption email address including:
 - i) The subject line must include the animal's name and A#
 - ii) Initial questionnaire should be attached
 - iii) Failure to include these items may result in the desired animal being adopted out to someone else
 - iv) Adoption counselors will contact the potential adopters in order that the completed applications are received
 - v) Adopters must reply to counselors' requests within 24 hours or the counselor will move on to the next applicant.
 - b) Signage will be posted throughout the adoptions area explaining the process

- 2) Case assignment
 - a) A shared excel spreadsheet will hold all assignments and counselor schedules
 - b) Each day the Adoptions Supervisor or designee, will assign the new animal cases received by placing them into the individual counselor's email folder based on current staffing available
 - c) A counselor that is assigned an animal will be expected to see the case through until completion.
 - i) The counselor will forward all new questionnaires in reference to animals they have been assigned to their own inboxes
 - ii) The counselor is responsible for updating the "Animals in process" tab of the excel spreadsheet
 - iii) The first three questionnaires will be printed out and placed in chronological order in the red "In-Process" binder
 - (1) Should all three applications fall through then the next three will be added to the In-Process binder.
 - iv) Counselors are expected to document all communications with a time, date and details of the conversation in writing on the In-Process adoption forms as well as in the interview screen within Chameleon.
 - v) Appointments will be entered in the "Counselors Appointments" tab of the excel spreadsheet
 - (1) Each counselor will block out the time required for each individual appointment
 - (a) Generally, appointments will be 30 minutes but can be shortened or extended by the counselor as needed

- 3) Case work
 - a) First communication with the adopter should include
 - i) An explanation of all pertinent information regarding the animal(s) of interest
 - ii) Determine suitability of the animal with the adopter
 - iii) Re-gauge interest of adopter
 - iv) Request required documentation

- (1) Lease with pet addendum or permission to permission of homeowner (if they do not own their home)
 - (2) A copy of a government issued photo identification card
 - (3) Licensing information/confirmation for all other pets in the home or up to date rabies certificates for those who live outside Montgomery county
 - (4) Child/dog survey if there are children under 12 years of age in the home
- b) Once criteria are met, the counselor will set up an appointment for a family visit, dog to dog, or pickup as is appropriate.
- i) Family visits and Dog-2-Dogs can be done outside (weather permitting) to allow for easier social distancing and air flow. Community room could be used as an alternate location.
 - (1) Cats will be visited cage side
 - (2) A single patron will be allowed to visit in a showcase with a cat housed there
 - (a) A face covering will remain on
 - (b) A chair will be placed in the showcase and the patron will remain seated in the chair
 - (3) The counselor or a volunteer will disinfect the door, handle, chair, and any item that was known to be touched by the patron before another patron can enter
 - ii) Counselors will schedule the appointment with the time required in the excel spreadsheet.
 - iii) Applicants that are 10 minutes or more late for an appointment, may
 - (1) Have their application "timed out" and withdrawn if there are no available appointments, resulting in the animal going to the next person on the list
 - (a) If the adopter shows up after the counselor has already contacted the next person on the list and they are interested in proceeding, then the adopter can be reinstated on the list at the back of the queue.
 - (2) If there is time available, then the counselor can proceed with the appointment
- 4) Meetings
- a) Adoptions counselors will keep their office doors closed while not assisting an applicant
 - b) The area directly in front of the Adoptions Counseling offices will be taped off for applicant appointments only
 - i) The area in front of Room #101 will be taped off such that as patrons leave the yellow dog kennel, they turn left to return to the front of the building
 - ii) The Dog information board will be moved to above the donation bin or alternatively we can use the dog rescue board and regular poster paper.
 - iii) Applicants will be called up and escorted to the appropriate office or area for their appointment (initial visit, family visit, dog to dog)
- 5) Once the application is completed, the counselor will make a copy of the adoption contract and place it in the folder and send the patron to the customer service desk for payment

- a) After payment, the patron will wait outside near the grassy hill (as we do for CTS) to receive their animal
 - b) Adoptions counselors are not permitted behind the customer service desk
- 6) Each adoptions counselor will be responsible for cleaning of their assign workspace, including the chairs and citizen side of the barrier should be cleaned after each appointment.
- a) A cleaning log will be maintained by each counselor

C. Customer Service

- 1) Limit staff behind customer service desk to 3-4 people
- 2) Enhanced cleaning protocols will be implemented. This will be handled by the staff and volunteers assigned to each specific area. Each Customer Service Representative will be responsible for cleaning their workstation and share responsibility for cleaning the public area with the volunteers. A Cleaning check list will be completed daily. Certain areas such as the chairs and desk on the citizen side of the barrier should be cleaned after each appointment.
- 3) Each customer service representative will have an assigned workstation for the day (no rotating of workstations)
- 4) Pet licensing will be completed by appointment
 - a. Online scheduling and instructions will be on the website
- 5) Approximately half of the chairs in the lobby and all chairs at the customer service desk will be removed to promote social distancing. Accommodations will be made for those citizens with physical limitations requiring a chair.

D. Animal Care/Intake

- 1) Enhanced cleaning protocols will be implemented. This will be handled by the staff and volunteers assigned to each specific area (red, yellow, cat adopt, etc.). Certain areas such as doorknobs, intake table and chairs will require more frequent cleaning. A Cleaning check list will be completed daily.
 - a. Animal care staff and/or volunteers shall clean commonly touched surfaces with an approved disinfectant before opening to the public, between 1500-1530 (or thereabouts), and after closing to the public.
- 2) Animal Care Attendants and volunteers shall monitor and ensure that citizens follow COVID 19 guidelines for the duration of their visit to MCASAC. These include:
 - a. Continually wearing a face covering over mouth and nose
 - b. Maintaining appropriate social distance from staff and other patrons
 - c. Preventing citizens from lingering too long in any one area disrupting reasonable flow
- 3) Sinks in Red and Yellow dog areas will be setup as handwashing stations for use by the staff, volunteers, and the public.

E. Volunteer

- 1) Volunteers will resume duties when the facility is reopened to the public.
- 2) Each volunteer will be required to read and sign a COVID 19 Volunteer Agreement with the expectation that they will follow all protocols and procedure set forth by management.
- 3) All volunteers must sign up for their shift through Volgistics before coming to work at the shelter.
- 4) Unless instructed otherwise by MCASAC staff, all volunteers must remain in your work area while at the shelter except when:
 - a. Getting water from the fountain
 - b. Going to the restroom
 - c. Signing in and out at the kiosk
- 5) All volunteers will adhere to social distancing protocols (6 feet apart) set forth by the county.
- 6) Any volunteer that is sick should stay home and seek medical attention.
- 7) Volunteers will come to the shelter in staggered shifts
 - a. Sign in area:
 - Clean work areas with sanitary wipes each time we use the computer in the work area. Wipes will be supplied by MCASAC
 - The pens and writing utensils will be cleaned every 4 hours by staff or seasoned volunteer—we will have a clean pen holder and a dirty pen holder.
 - Sanitary wipes will be supplied by MCASAC
 - b. Each workstation
 - Cat - Dog - Other
 - Clean countertops, windowsills, faucets and handles at the end of each shift and initial the sign off sheet
 - Clean all door handles in the area you are working in.
 - Clean chairs in all the rooms
 - c. Each Volunteer must clean and disinfect doorknobs, counters windowsills, etc. when they are completed with the room at the end of the shift.
- 8) The total number of people (staff, volunteer, and the public) in each area will be limited to reduce risk of COVID 19 transmission. This will in turn limit the number of volunteers per shift.
- 9) Gloves will be required at all times while in the cat and small animal area – MC Animal services will provide.
- 10) A face covering is required for your entire shift while at the shelter.
 - a. Due to the limited supply of PPE items, you must supply your own face covering.
 - i. If you do not bring one, you will be asked to leave the shelter
- 11) In-between each animal, the handles of the cages or door handles should be disinfected.
- 12) There are handwashing stations in both the red and yellow dog kennels as well as cat adopt for use by staff, volunteers, and the public.
- 13) Dog walking flow chart will be created to promote social distancing.
- 14) Volunteers will be used to assist staff with the enhanced cleaning protocols. Cleaning check list will be created for and followed by the volunteers.
- 15) The number of volunteers per shift will be limited (2 for cat adopt, 3 for dog adopt) and shifts would be staggered to limit a crowding when signing in/out

F. Foster/Rescue

- 1) A face covering is mandatory to enter the building and must remain on for the entirety of the time at MCASAC.
- 2) Fosters will set up an appointment in Acuity for supply pick up.
- 3) Fosters who are picking up supplies will proceed to the intake lobby and sign in. They will ask the front desk for the supplies they need. They may have already been placed in one of the chairs with their names on it.
- 4) Fosters will set up an appointment for drop off in Acuity.
- 5) Fosters dropping off will proceed to the intake lobby and sign in. They will bring with them the A# of the animal dropping off and hand it off to the front desk staff. The front desk staff will take the animal and log the animal back in and print off a (cage card) and write on the cage card what the animal(s) are here visiting. They will take the animal to the appropriate area (vet suite)
- 6) Fosters will make a medical appointment in Acuity
- 7) Fosters getting vaccinations (appointments) will proceed to the intake lobby and sign in. They will work with staff and handoff animals to staff for vaccinations. Fosters will wait in their cars for vaccinations to be administered. Staff will bring the animal(s) back out to them (outside) with updated medical paperwork.
- 8) A pick-up appointment will be scheduled for any animal going or returning to foster. This will allow us to minimize crowding in the intake lobby. Needs some additional information once plan is established

G. Veterinary

- 1) Veterinary staff will limit access to the public side of the building to essential functions.
- 2) SDS sheets are being updated as per OSHA COVID Guidance.
- 3) The Veterinarians may, on a limited basis, consult with adopters and fosters regarding veterinary medical needs of the animals.
 - a. Every effort should be made to complete these consultations via email or phone.
 - b. When in person consultations is required, all COVID 19 protocols shall be followed.

Title 15
DEPARTMENT OF AGRICULTURE
Subtitle 01 OFFICE OF THE SECRETARY
Chapter 11 Animal Shelters — Minimum Standards of Care

Authority: Agriculture Article §2-1701 at seq., Annotated Code of Maryland

.01 Purpose.

The purpose of this chapter is to set forth minimum standards of care for the following animal shelters that keep dogs and cats:

- A. A shelter that is owned by a county or municipality;
- B. A shelter that a county or municipality contracts with for animal control services; or
- C. A shelter that has received a grant from the Maryland Spay and Neuter Grants Program during the previous year.

.02 Definitions.

- A. In this chapter, the following terms have the meanings indicated.
- B. Terms Defined.
 - (1) "Animal" means a dog or a cat that is kept temporarily or permanently at an animal shelter.
 - (2) "Animal enrichment" means providing an animal with social contact, mental stimulation, physical activity and other activities that allow the animal to demonstrate species typical behavior and enhanced well-being.
 - (3) "Animal shelter" or "shelter" means a physical structure that provides temporary or permanent housing for animals and is owned by a local government, or by an organization that counties or municipalities contract with for animal control services, or by an organization that shelters animals and received a grant from the Maryland Spay and Neuter Grants Program during the previous year.
 - (4) "Department" means Maryland Department of Agriculture.
 - (5) "Drop box" means an unattended receptacle where live animals can be placed by the public for later shelter intake.
 - (6) "Fully clean" means to disinfect an area or an item with chemical agents that kill harmful micro-organisms.
 - (7) "Primary animal enclosure" means any structure used consistently to restrict an animal to a limited amount of space, such as a room, pen, crate, cage, kennel, or compartment.
 - (8) "Responsible individual" means the shelter's responsible individual as defined by COMAR 15.14.04.06.

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(9) "Run" or "dog run" means a dedicated area, either indoors or outdoors, that is enclosed by a fence or gate, where dogs may move about untethered and unleashed.

(10) "Spot clean" means to clean only a stain or spot and generally involves using mild cleaning agents, such as soaps and detergents.

(11) "Transport carrier" means a portable enclosure designed to temporarily contain an animal that is being transported from one location to another.

(12) "Veterinarian" means a veterinarian who is licensed, registered and in good standing with the Maryland State Board of Veterinary Medical Examiners.

.03 Animal Shelter Buildings.

The responsible individual shall ensure that the shelter is a safe, structurally sound, and sanitary building that meets the following standards:

- A. A shelter may not have any structural defects that could cause injury to animals or staff members handling animals;
- B. Surfaces in animal areas, such as floors, junctions, walls, doors, shall be made of nonporous material that can easily be disinfected;
- C. Ceilings shall be kept in good condition without leaks;
- D. All areas where animals are present shall have adequate ventilation and be kept between 60—80 degrees F;
- E. By July 1, 2019, all rooms where animals are housed shall have a fire alarm system that will alert authorities of fire or heavy smoke;
- F. A shelter shall have written policies and protocols in place to maintain adequate capacity to prevent and eliminate overcrowding; and
- G. Upon request, a shelter shall allow the Department to inspect the premises for compliance with this chapter.

.04 Primary Animal Enclosures.

A. The responsible individual shall ensure that any primary animal enclosure is structurally sound and maintained in a safe, working condition at all times; and that it enables animals to remain dry, clean, and shielded from extreme temperatures and weather conditions.

B. A primary animal enclosure shall meet the following standards:

- (1) A primary animal enclosure shall provide sufficient space to allow each animal, regardless of size, to:
 - (a) Hold their tails erect and their heads high when in a normal standing position;
 - (b) Turn freely and easily stand, sit, stretch, and move their head, without touching the top of the enclosure;
 - (c) Lie in a resting position with limbs extended; and

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(d) Move about and assume a comfortable posture for feeding, drinking, urinating, or defecating;

(2) Food, water bowls, and any other items in the primary animal enclosure may not impede the animal's ability to stretch out;

(3) A primary enclosure shall allow any animal to sit, sleep, and eat away from areas of its enclosure where it may defecate or urinate;

(4) Latches or other closing devices on a primary animal enclosure shall be secure enough to keep the animal in the enclosure, keep other animals out of the enclosure, and prevent injury, while allowing personnel to easily open the enclosure from the outside and, where applicable, from inside the enclosure;

(5) A primary enclosure, temporary enclosure, and transport carriers that compromise the safety of animals or that have been identified as needing repair are prohibited from being used for permanent or temporary animal housing;

(6) Transport carriers may not be used as a primary enclosure;

(7) All animals housed in outdoor areas, or allowed exercise time in outdoor areas, shall be provided with appropriate shelter from the elements; and

(8) Drop boxes are prohibited except under the following conditions:

(a) Each drop box shall have automatic locking doors that allow only one animal drop-off to be made at each box;

(b) Bedding and shelter from the weather shall be provided in each drop box, and bedding shall be fully cleaned before and after every use;

(c) Fresh food and water shall be provided in each drop box every night, and food bowls and water bowls must be fully cleaned before and after every use;

(d) Security cameras shall be installed and periodically monitored by staff;

(e) The shelter shall have written protocols in place to ensure that dropped off animals that appear to need medical treatment are examined by a veterinarian immediately; and

(f) An animal may not remain in a drop box for more than 12 hours.

.05 Sanitation Practices.

The responsible individual shall ensure that the shelter building, primary animal enclosures, and all other areas where animals are kept are sanitary and regularly cleaned to reduce disease transmission among animals, protect public human health, increase animal comfort, and meet the following standards:

A. All primary animal enclosures, food bowls, and water bowls shall be fully cleaned before a new animal is placed in enclosures;

B. All animal bedding shall be fully cleaned before being used by a new animal and subsequently fully cleaned, as often as necessary;

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C. All cages, food bowls, and water bowls shall be spot-cleaned daily and fully cleaned as necessary;

D. All floors, junctions, walls, doors, and drains shall be immediately sanitized and fully cleaned after coming into contact with feces, urine, vomit, or an animal known or suspected of having an infectious disease;

E. Only cleaners that are safe for animals shall be used to clean primary enclosures, transport carriers, exercise areas, or any area of the shelter where animals are present or likely to be present;

F. All chemicals shall be removed from the enclosure prior to placing an animal in the enclosure;

G. No animal or animal's drinking water or water bowl shall be left in an enclosure while cleaning chemicals are being used;

H. The shelter building and runs shall be kept reasonably free of flies, fleas, mosquitoes, rats, mice, and other vectors or nuisance species;

I. All trash cans in areas of a shelter where animals are located shall have lids; and

J. Relevant shelter staff shall be trained in the shelters' sanitation protocols, and a written record of that training shall be kept on-site and available for inspection.

.06 Medical Standards.

The responsible individual shall ensure that all animals are monitored, assessed, examined, and treated for medical conditions in a timely manner as follows:

A. A veterinarian shall supervise the medical care and medical treatment of all animals in an animal shelter;

B. Any surgeries shall be performed in accordance with the Maryland Veterinary Practice Act and in a facility currently licensed and registered by the State Board of Veterinary Medical Examiners;

C. Animal shelter staff shall observe animals daily for signs of illness or injury, and obtain treatment, as appropriate;

D. Clean water shall be provided to all animals at all times unless otherwise directed by a veterinarian;

E. All animals with parasites shall be treated immediately unless otherwise directed by a veterinarian;

F. Any animal appearing to be experiencing pain, suffering distress, rapidly deteriorating health, life-threatening problems, or suspected zoonotic disease shall be assessed by a veterinarian as soon as possible or euthanized to prevent further distress or suffering;

G. Any animal with a suspected zoonotic disease that does not appear to be experiencing pain, distress, or deteriorating health, but that poses a threat to

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human health and safety, shall be isolated by the shelter to limit exposure to other animals and people, and shall be assessed by a veterinarian immediately or as soon as possible;

H. Any animal that is observed to be experiencing mental suffering, distress, or behavioral deterioration shall be assessed and appropriately treated by a veterinarian in a timely manner or humanely euthanized by the shelter;

I. Animals that can be handled safely shall be provided with animal enrichment activities, whenever possible; and

J. Animal food that is more than 6 months past the "sell by" date shall not be provided to an animal.

.07 Equipment.

A. The responsible individual shall ensure that anyone working with animals, including a volunteer, has the equipment necessary to handle all situations in a safe and humane manner, including the following:

(1) Adequate ear protection, gloves, and other safety equipment to all staff members who handle animals or clean cages; and

(2) Equipment that allows staff to restrain animals as humanely as possible while ensuring the safety of both the animal and the handler.

B. Scanners and Microchip Readers. All animals shall be scanned within 24 hours of arrival at the shelter for microchips unless it is unsafe to do so. Scans shall also be performed prior to surgery, adoption, release to an owner, release to a rescue, and euthanasia.

.08 Record Keeping.

A. The responsible individual shall ensure that records are kept for each animal entering the shelter. Information shall include:

(1) The animal's species and unique identification number;

(2) The estimated age of the animal;

(3) Date of entry into the shelter;

(4) Date and explanation of all treatments and medical procedures; and

(5) Final disposition (date and type).

B. All shelters shall have active adoption programs with written protocols available for inspection, as defined in Agriculture Article, §2-1704, Annotated Code of Maryland.

.09 Civil Penalty.

A. The Department may impose a civil penalty on a shelter that violates the requirements of this chapter or Agriculture Article, §2-1704, Annotated Code of Maryland, which requires shelters to adopt a written protocol for reclaiming animals, up to \$500 for each violation.

DEPARTMENT OF AGRICULTURE

B. Before imposing any civil penalty under this chapter, the Department shall consider the following:

- (1) The nature and gravity of each violation;
- (2) The willfulness of the violation and the extent to which the existence of the violation was known to the shelter but uncorrected by the shelter; and
- (3) A history of prior violations, if any.

C. The Department shall issue a written notice of violation to the shelter owner upon finding that a violation has occurred or is ongoing. The written notice of violation shall include:

- (1) A statement of the regulation violated by the shelter;
- (2) A description of the evidence of a violation;
- (3) A statement informing the shelter of the right to an informal meeting with the Department;
- (4) The amount of the proposed civil penalty;
- (5) A statement of the remedial action necessary to bring the shelter into compliance; and
- (6) A reasonable amount of time, as determined by the Department, to correct a violation.

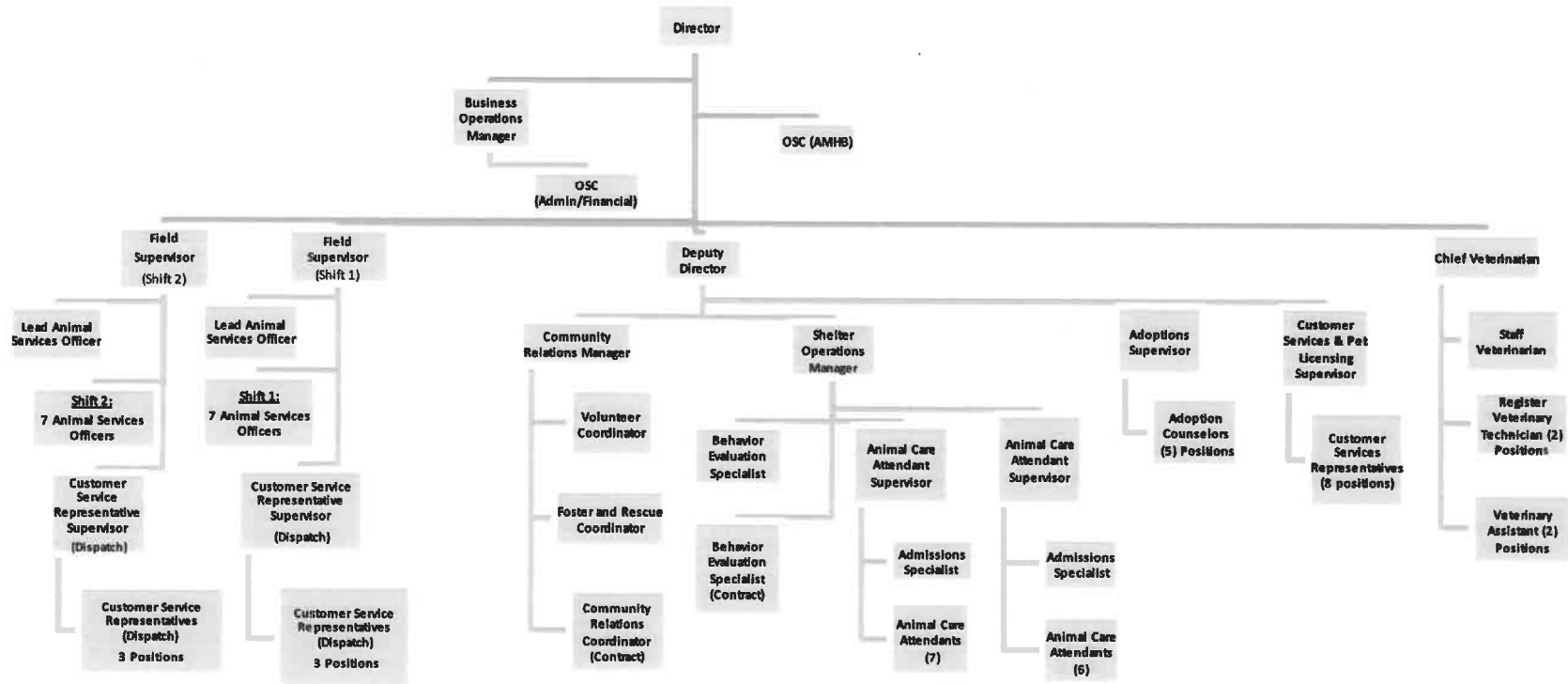
D. A shelter may petition the Department for a contested case hearing on a violation and penalty within 30 calendar days of the issuance of the notice of violation by the Department.

E. Unless a shelter requests a contested case hearing, the shelter shall promptly pay the penalty. Payment of a penalty is not a substitute for compliance. If the shelter continues to violate this chapter, the Department may impose additional civil penalties.

Administrative History

Effective date: April 23, 2018 (45:8 Md. R. 422)

Montgomery County Police Department Animal Services Division 74 Positions/2 Contract Positions



Updated: as of 07-01-2020



MCPAW Public Safety Committee Meeting Report – September 17, 2020

Prepared by: Chris Shaughness, Executive Director of MCPAW

MCPAW Mission Statement

MCPAW is the dedicated partner of the Montgomery County Animal Services and Adoption Center (MCASAC) and our primary mission is to provide resources and support to benefit the animals residing at the MCASAC. As part of our broader mission, we work to identify and influence the main reasons that animals end up in shelters and to promote positive relationships between people and animals in Montgomery County. Through special projects and programs, we strive to be a catalyst for education and change for the benefit of the animals and the residents of Montgomery County.

Who We Are

MCPAW consists of one paid employee, Chris Shaughness the Executive Director, and a 10-member board of directors.

Program Achievements

MCPAW's **Spay It Forward** program, funded by grants from the Maryland Department of Agriculture, is being discontinued as of September 30, 2020. Over the past five years, Spay It Forward has spayed/neutered, vaccinated, and microchipped close to 2,000 community cats. In 2019 and 2020, MCPAW partnered with the Montgomery County Community Cat Coalition (MCC3) to work on this project. MCC3 has applied for the 2021 State grant and will be taking over responsibility for spay/neuter of community cats.

The MCPAW's **Veterinary Medical Fund** paid for surgeries/specialized treatments for eight animals in the care of MCASAC for a total of \$19,100 in 2019. In 2020 so far, MCPAW has covered the costs of treatments and surgeries for three animals for a total of \$6,700.

MCPAW sponsored two **adoption events** during 2019 for MCASAC. \$12,000 in adoption fees were paid by MCPAW during these events. In 2020, MCPAW sponsored the Clear the Shelters adoption event, paying \$1200 in adoption fees.

The **Loyal Companions Special Needs Grant Program** awarded grants to seven individuals who adopted special needs pets in 2019 at MCASAC, totaling \$3,500.

For the **Free Pet Food Pantry**, located within MCASAC, MCPAW arranged for a donation of three pallets of pet food and kitty litter from the Safeway Food Stores main distribution center, in addition to other donations of food and litter. It is estimated that over 50,000 pounds of pet food and litter was given away from the pantry shelves at the MCASAC, as well as at several distribution locations throughout Montgomery County since the COVID-19 outbreak.

Finally, MCPAW supplied **enrichment items** to dogs, cats, and small animals at MCASAC, to help alleviate boredom while awaiting adoption. MCPAW spent \$3,700 in 2019 and \$2,500 so far in 2020 for these items.

Memorandum of Understanding

Montgomery County, Maryland Office of Animal Services and the Montgomery County Office of Human Resources

Purpose

This Memorandum of Understanding ("MOU"), dated as of July ____, 2020, is by and between the Montgomery County Government, as set forth an agreement between the Montgomery County Office of Human Resources (the "Department") and the Office of Animal Services (the "Office") to establish and define the roles and responsibilities of the parties in the working relationship between the Department and the Office. This MOU is intended primarily to ensure: (1) the Department continues to provide background investigations for positions that it currently has responsibility for; and, (2) the Department outlines the Stress Management services that can be provided to Office employees.

Background

Prior to becoming a non-principal organization, the Office operated under the Department of Police after becoming the Animal Services Division in 2014. The Office of Human Resources has provided some key assets in support of the Office of Animal Services. It is significantly important to the effectiveness and efficiency of the operations of the Office to ensure that a key asset of the Office of Human Resources remain available to ensure continued and consistent operations.

Employment Background Investigations

This function requires long term support by the Department of Police and involves employment background investigations that are needed for key positions within the Office in order to ensure that employees are cleared for work activity involving confidential and criminal-related reports and information. The Department of Police has agreed to provide the support necessary to complete NCIC Access level background investigations for the positions identified below (29 positions):

Executive Director	Lead Animal Services Officer
Deputy Executive Director	Animal Services Officer
Customer Services Representative (Dispatch)	Code Enforcement and Inspection Supervisor
Customer Services Representative Supervisor (Dispatch)	
Office Services Coordinator (AMHB Coordinator)	

The **Office of Human Resources** will work with Animal Services to facilitate employment background investigations for those Office positions which are not listed above where the Department of Police has not agreed to conduct the background investigations.

OHR Stress Management Services

The OHR Stress Management Team (referred to below as "Stress Management") has provided mental health services to Montgomery County Animal Services and Adoption Center (MCASAC) employees. The following provisions will apply to the Office of Animal Services employees:

Office employees who are not existing clients will no longer be eligible to receive mental health services at Stress Management. These employees should instead contact ComPsych, the County's Employee Assistance Program, or engage with a mental health provider of their choosing in the community. For those who elect to do the latter, services may be subsidized, either wholly or in part, by benefits provided by the County's health insurance carriers (i.e., Kaiser Permanente, United HealthCare, CareFirst Blue Cross Blue Shield).

Inactive clients who have been seen by Stress Management within the past year may contact a provider for assistance with getting a referral to another provider in the community. Active clients will be transitioned over the course of the next twelve months, and assistance will be given to help locate a provider in the community who can continue to deliver services.

In witness, whereof, the parties have executed the Memorandum of Understanding on this ____ day of July 2020.

Montgomery County
Office of Animal Services



Thomas J. Koenig, Executive Director

Montgomery County
Office of Human Resources



Berke Attila, Director

Montgomery County
Maryland

Signed via SeamlessDocs.com

Key: 50b3cd5a9d13830bc2c0768b1bc2785c

Andrew Kleine, Chief Administrative Officer

Montgomery County
Office of the County Attorney



Assistant County Attorney
For form and legality