



City of Richmond

Report to Committee

To: General Purposes Committee
From: Sandra Tokarczyk
Manager, Community Bylaws
Re: Animal Control & Shelter Services Contract 2002 - 2003

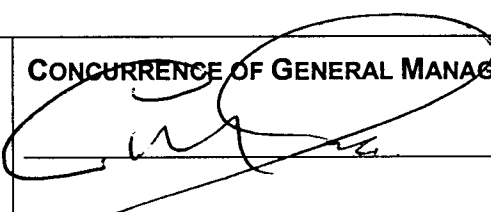
Date: March 22, 2002
File: 1000-05-021

Staff Recommendation

That the contract with the SPCA to provide domestic animal control, local bylaw enforcement, and pound services for a two-year term ending December 31, 2003, at a net cost of \$268,000, be executed by the Mayor and City Clerk


Sandra Tokarczyk
Manager, Community Bylaws

Att. 4

FOR ORIGINATING DIVISION USE ONLY		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Budgets	Y <input type="checkbox"/> N <input type="checkbox"/>	
Law	Y <input type="checkbox"/> N <input type="checkbox"/>	
Parks Design, Construction & Programs..	Y <input type="checkbox"/> N <input type="checkbox"/>	

Staff Report

ORIGIN

The BC Society for the Prevention of Cruelty to Animals (SPCA) Vancouver Regional Branch, operates the City's pound facility, provides local bylaw enforcement services, issues dog licenses and cat breeder permits, and a number of other related animal services to the City of Richmond on a contractual basis.

The existing contract expired December 31, 2001, however the contract by mutual consent has been operating on a month-to-month basis until a staff report on the contract has been considered by Council.

This report provides a historical look at the contract services and SPCA organization and also identifies some issues that may impact the provision of the contracted animal services in Richmond over the next few years.

FINDINGS OF FACT

Contract History

The initial agreement that the SPCA serve as the City's poundkeeper was signed in 1970. The cost to the City had been \$268,600 each year since 1991. No contract amendment or changes to the previous operating provisions of that agreement were made until the SPCA advised the City in late 1997 that they could no longer provide the current level of service unless the City provided a greater level of funding or looked at alternative service delivery methods.

In December of 1998, the General Manager of Finance brought forward a report which outlined the guidelines under which the services to the City would be delivered, and a new detailed service agreement was signed on January 13, 1999, effective until December 31, 2001. As part of the 1999 agreement, the SPCA took on the role of animal control, enforcement, and licensing services and receives the licensing revenue as part of the contract. The licensing and other revenues (impoundment; ticketing; and incinerator revenue) go towards defraying the cost of the local pound operation and enforcement services.

Animal Issues - Historical

The animal related issues addressed during the period of the existing contract between the City and the SPCA are significant and have demonstrated an on-going effort to strengthen our legislation and protect the welfare of animals and citizens in Richmond.

Many animal issues have been brought to the attention of Council through various means including animal advocacy groups. Those issues have been jointly addressed by the SPCA and City staff working in consultation with members of our community. A summary of the issues can be seen in *Attachment 1*.

Customer Service

The City has identified within the existing contract its customer service expectations. A few modifications to those expectations so that they are more closely aligned with our own customer service standards have been identified. The City and SPCA will be looking at the current process with an aim at improving service delivery in the following areas:

- a) the barking dog complaint resolution process;
- b) complaint follow-up process; and
- c) incoming phone call queuing options.

Actions in Other Municipalities

In Richmond our partnership and community approach to resolving animal and service provider issues has allowed us to more effectively address the issues. However, the City of Coquitlam and the District of North Vancouver have opted to discontinue their contracts with the SPCA. Both cities wished to more directly control the delivery and service levels with respect to the enforcement and pound services.

Coquitlam has had complete control of animal welfare issues since July 1, 2001, and public response appears to be favourable, though cost factors in the new facility have not yet been fully established. Coquitlam chose to build a new shelter (at a cost of \$695,000, which is double the initial estimate), and moved into their new quarters on March 1, 2002.

The District of North Vancouver continues to utilize their existing pound facility, which is now operated by their own animal control officers. They report on-going successful transition to managing their own animal welfare operation, which began on January 1, 2002.

SPCA Organizational Accountability

Over the past year, the SPCA has been under increasing public scrutiny with respect to the Society's governance and finances.

The Vancouver SPCA's Executive Director was dismissed in August, 2001, following an audit with respect to his remuneration package. On November 3, 2001 the BC SPCA announced that it was instituting a more streamlined board of directors and a central system to determine salaries. The former 80 member executive board was reduced to 16, which is made up of regionally elected members, who will meet more frequently and have greater input in the management of local branches.

BC SPCA Community Consultation & Recommendations

In response to public concerns focused on the inadequate condition of some shelters and a lack of consistency in levels of service across the province, a BC SPCA Community Consultation was initiated in June 2001. Its mandate was to seek public input on animal welfare issues, and to assist the Society to define its future role. The four-month consultation solicited feedback from more than 1,000 individuals around the province on issues ranging from tougher enforcement of anti-cruelty laws to solutions to BC's pet over-population problem. *Attachment 2* contains an executive summary of this process and resulting recommendations.

As a result of the community consultation the BC SPCA reports that it is committed to being more aggressive in enforcing anti-cruelty statutes. To create internal standards to support enforcement, they have revised their Animal Care Guidelines for cats and dogs (*Attachment 3*) so that distress and neglect are more precisely defined. The BC SPCA appears to be moving ahead quickly with implementation. As a first step, they have developed a Short Term Action Plan (*Attachment 4*) around some of the more urgent and short-term recommendations.

The Short Term Action Plan highlights recommendations that the BC SPCA intends to initiate in the next six months. The plan articulates goals, actions and timeframes in which to meet them. The SPCA believes that the Short Term Action Plan is realistic and achievable, and states that they have re-allocated internal resources to ensure that goals are met. They further state that they intend to be accountable, and will be reporting on progress as actions are completed. There are some items which may impact the City of Richmond and are detailed in the next section.

Longer-term recommendations set out in the Community Consultation Report will be incorporated into the BC SPCA's Strategic Plan, which will be presented to the Society's new Board of Directors in late April 2002.

Issues that may impact the delivery of animal services to the City of Richmond in the short term

In reviewing the short term recommendations and talking to our SPCA representatives, there are several noteworthy areas that may impact Richmond services:

No Kill Policy: The BC SPCA is placing a moratorium on the euthanizing of adoptable animals in the shelters they operate and is in the process of preparing a document detailing the process for addressing euthanasia requests. This following impacts will likely be seen:

- 1) the demand for shelter space will increase;
- 2) the need for adoption and pet population control will be brought to the forefront; and
- 3) an owner requesting euthanasia at the pound may, depending upon the circumstances, need to provide some form of veterinarian opinion on the animal's medical condition. In the case of behavioural problems, an assessment would be conducted on the potential for rehabilitation.

Spay/Neuter of Domestic Animals: The SPCA has stated that they will spay/neuter all animals (domestic) prior to adoption from SPCA run shelters. This requirement has been expressed as part of our contractual expectations.

Increased Pet Adoption & Retention: The SPCA are working towards developing cooperative relationships with other animal rescue / welfare groups such as breed rescue and feral cat rescue in an effort to rehabilitate and re-home animals. City staff will be encouraging and may facilitate these types of meetings with Richmond based animal rescue / welfare groups that would like to pursue and enhance their relationship through our local SPCA.

Feral Cats: The SPCA are establishing a Task Force to research and identify solutions regarding the control and protection of feral cats. In addition, they are wanting to build closer relationships with community partners in finding solutions to the feral cat issue. This issue would be of interest to local municipalities and various organizations such as the Richmond Homeless Cats Society.

Delivery of Municipal Animal Control/Enforcement Services by the SPCA: In the next six months the SPCA will be considering whether the provision of local animal control/enforcement services are a conflict of interest for their organization. They have indicated that the City would be given two years notice should they opt out of this service delivery component. The contract renewal term of two years has been selected to coincide with the potential change in service delivery, allowing the City an opportunity to consider its service delivery options.

Delivery of Provincial Enforcement Services on the Prevention of Cruelty to Animals Act: The SPCA have been empowered to enforce the Provincial Cruelty to Animals Act. The SPCA have indicated that the funding for this enforcement program has occurred mainly through donations. They will be lobbying the Province for enforcement funding. The outcome of this lobbying may have a financial impact on our budget. At this time we have not yet clearly identified the cost breakdown for the provision of local and provincial programs. We are working towards this financial reporting model.

Existing Pound Facility: Richmond's pound facility is in good shape and isn't currently in need of any noteworthy improvements.

FINANCIAL ANALYSIS

For the past two years, the City has paid the SPCA \$268,000 per year, the majority of which is for wages and benefits for a supervisor, receptionist, 3 inspectors, and a part-time kennel assistant. An SPCA contract audit and analysis was done in 2000, to determine if the financial terms of the contract between the City and the SPCA were being met, and that Richmond was receiving comparable value for money in relation to other municipalities in the GVRD. From a financial perspective, the base contract was reasonable in terms of cost and provided a satisfactory level of value for money, compared to other GVRD municipalities.

SPCA Contract Negotiations

The SPCA and the City reviewed the current agreement and possible changes in December, 2001. The contract required some language updates along with a few minor wording changes for clarity purposes. The SPCA also proposed a 6% increase for 2002, and an additional 3% for 2003, representing approximately \$25,000. The additional revenue is intended to increase the present staffing levels at the shelter (cleaning of cages/ kennels, reception relief and assistance in the field) so that field officers could spend more time in the community responding to dogs at large, vicious dogs, barking dogs, rescues and wildlife.

The City supports the increase in the SPCA's field enforcement services through the introduction of an Animal Control Assistant, on the understanding that it is funded through an increased effort in identifying and licensing unlicensed dogs in Richmond. The SPCA also proposes to hire as many students/canvassers as are needed to canvass the City over the May to September summer period specifically targeted to dyke and park patrols.

CONCLUSION

The SPCA has provided the City with a realistic budget which covers the present operational mandate and provides for the work that the City has required, including dog licenses, dyke patrol, summer park patrol, bylaw infractions, barking dog complaints and more flexibility in the hours of operation. The issues outlined, and included in the new contract, will be addressed by the City and SPCA jointly.

The SPCA will be paying greater attention to services arising out of the Community Consultation initiative, and the long term recommendations that will be set out in the BC SPCA's Strategic Plan. As mentioned earlier, the contract renewal term of two years has been selected to coincide with any potential change in service delivery, allowing the City an opportunity to consider its service delivery options.



Hilda Ward
Project Manager

Att (4)

**Summary of Reports to Committee/Council on Animal-Related Issues
January 1999 to January 2002**

- March 1, 1999 **Report to Council**
- “Dogs off Leash Pilot Program” established
 - 6 community parks were designated “pilot” areas for the off leash program
 - a signage and education program was initiated, to be monitored by City Staff and SPCA
- April 26, 1999 **Report to Council**
Formation of a Citizen/Staff Cat & Dog Companion Animal Task Force
- Aug. 6, 1999 **Report to General Purposes Committee**
Interim Report on the Findings of the Cat & Dog Companion Animal Task Force
- Sept. 27, 1999 **Report to Council**
Findings on the Cat & Dog Companion Animal Task Force with recommendations on:
- Education and enforcement programs and community partnerships
 - Spay/neuter program for cats and dogs
 - Conditions of sale for cats and dogs from pet stores
 - Licensing
 - Euthanasia of cats and dogs
- Jan. 18, 2000 **Manager’s Report to Planning Committee**
Update on Vicious Dogs Bylaw
- Richmond judgement re: Vicious Dog struck down, as the definition was vague and uncertain.
- March 13, 2000 **Report to Council**
Designated Dog Off Leash Areas in Richmond:
- Dog owners must accept responsibility for actions of their pets
 - Off leash areas provide dog owners with safe areas to recreate with their pets and socialize with other dog owners
 - Recommended amendment to Pound & Dog Bylaw
 - Any Dog owner must keep dogs on leash at all times except in areas posted as “Designated Dogs Off Leash Areas”
 - Clear identification by signage for off leash areas
 - Continued monitoring and enforcement by SPCA

July 10, 2000

Report to Council

Animal Control Regulations

- A package of bylaws and amendments, which taken together, constituted a complete review of the City's 20 year old animal control regulations.
- Changes recommended by the Companion Animal Task Force on vicious dog provisions were considered, including number of dogs permitted per residence, vicious dog definition and ticketable offences permitted under MTI bylaw

Oct. 10, 2000

Report to Council

Bylaw Amendments:

- Licensing & impoundment fees
- Secure premises for dog confinement
- Provincial dangerous dog legislative changes

April 9, 2001

Report to Council

"Cat" Bylaw amendments to Animal, Bird and Beekeeping Bylaw and MTI Authorization Bylaw

- Measures for reduction in the feral and unwanted cat population
- Cat identification, neuter/spaying, cat breeding permits

Oct. 22, 2001

Report to Council

Designated Dogs Off Leash Areas in Richmond Update

- McCallan Right of Way removed from the Designated Dogs off Leash Program
- Update on the designated dogs off leash program

Jan. 29, 2002

Report to Parks, Recreation & Cultural Committee

Community Request for a Pilot Dogs Off Leash Area at Garry Point Park (tabled)

BC SPCA COMMUNITY CONSULTATION SUMMARY REPORT AND RECOMMENDATIONS

**Presented by the Independent Panel
Marguerite Vogel, Chair**

**Panel members
Hon. Kim Husband
Mike Woodworth
Dr. Ken Langelier, D.V.M.
Joan McArthur-Blair**

3 November 2001

EXECUTIVE SUMMARY

Background

On June 1, 2001 the BC SPCA launched a community consultation throughout the province to seek input on animal welfare issues and to assist the Society to define its future role. The stated objective of the consultation was to engage British Columbians – critics as well as supporters – in constructive dialogue that would lead to a new publicly supported model of animal care and protection in BC.

The consultation process was led by an independent panel chaired by Marguerite Vogel, the current President of the Animal Welfare Foundation of Canada, and Director of the Western and Territories Region of the Canadian Radio-television and Telecommunications Commission. Also on the panel was the Honourable Kim Husband who, until this past summer, served for twenty-three years as Provincial Court Judge. Local panelists joined the independent panel in three regions of the province – Mike Woodworth, News Director for CKPG-TV in Prince George, Dr. Ken Langelier, D.V.M., Island Veterinary Hospital in Nanaimo, and Joan McArthur-Blair, Vice-President, Vancouver Community College in Vancouver. These panelists attended the public hearing in their cities and contributed a local perspective to the proceedings.

The public consultation process took place between June and October of this year and proceeded in three stages:

1. Submissions

The BC SPCA invited members of the public, volunteers, staff, municipalities and groups with a special interest in animal welfare to offer their feedback through written submissions, emails, faxes and through a special 1-800 number. To assist people to engage in the consultation, the BC SPCA proposed a number of topics on which participants could comment. These topics were published on the BC SPCA website, in brochures and posters that were distributed to all staff and volunteers and communities across the province. Paid advertisements and media coverage also publicized the community consultation.

2. Deliberative Dialogues

As part of the public consultation process, the BC SPCA trained staff and volunteers in a process called deliberative dialogue. This process encourages people to reach common ground on issues or problems in a way that is collaborative and positive rather than confrontational. Three deliberative dialogues were held on enforcement of the PCA Act, with a focus on how the BC SPCA could be more effective in enforcing anti-cruelty laws. Dialogue participants included representatives from: BC SPCA field operations, animal care and education; the legal and law enforcement professions; the City of Vancouver, and concerned citizens. A deliberative dialogue with BC SPCA staff and volunteers and members of local animal rescue groups was also held on pet overpopulation. Recommendations from these dialogues have been integrated into the Community Consultation Summary Report and Recommendations (the report).

3. Public Hearings

Public hearings were held in six locations in BC – Prince George, Victoria, Nanaimo, Kelowna, Vancouver and Chilliwack. In each location, the panel toured the local shelter and met with staff and board members to discuss their work and the particular animal welfare challenges in their region. In the afternoon and evening, the panel listened to presentations from members of the public who came to express their views.

Certain topics emerged as areas of key importance, drawing high numbers of submissions. For example, the role of Animal Shelters, Enforcement of the PCA Act and Pet Overpopulation account for approximately 35% of submissions, with Animal Shelters drawing the strongest response. Feedback regarding Education and Animal Control issues account for approximately 25% of submissions. Comments pertaining to Feral Cats, Wildlife, Agricultural Animals, Accountability and Advocacy account for another 25%, and the remaining 15% address First Nations, Human-Animal Bond, Animals in Entertainment and Exotic Species.

Observations and Themes

In total more than a thousand people took part in this community consultation. The independent panel found the quality of submissions impressive. Most participants provided informed and constructive feedback on a range of issues. There was a remarkable similarity in feedback throughout the province, regardless of region. Several themes emerged in both written and oral submissions.

There are voices of dissent. But even dissenters believe the BC SPCA should continue to be the primary animal protection agency in BC. There is also a great deal of goodwill among donors and volunteers. However, their collective sense of trust and confidence needs to be restored and the BC SPCA can only accomplish this by taking action in areas where critics see shortcomings.

The public expects the BC SPCA to live up to its name. It is the view of the panel that initiatives that increase the BC SPCA's ability to **prevent cruelty to, and promote animal welfare of animals** should be pursued vigorously and transparently. Initiatives, however, that detract from, or drain resources or energy from this mission should be discontinued as soon as possible.

The public is deeply disturbed about the conditions of animals that need protection – from tethered dogs to animals at auction. They believe that in enforcing the PCA Act, the BC SPCA has taken a baseline approach to care – adequate food water and shelter – and has not considered the psychological needs of animals in its interpretation of the Act's neglect provisions. The panel has formulated a number of specific recommendations focused on strengthening enforcement of anti-cruelty statutes. A key recommendation is that the BC SPCA creates internal species-specific standards and definitions by which it will enforce the Act. Integral to this recommendation is that the BC SPCA defines what constitutes "neglect" with more precision.

There is serious concern over the condition of BC SPCA animal shelters, the level of care provided to shelter animals and the attitude and performance of staff. The panel traveled to

six regions of the province and could see that there is a pool of talented and dedicated staff and volunteers. However, the panel was also disturbed by the wide disparity in the resources available to branches in different parts of the province, and the inconsistencies in the care of shelter animals and in operational practices.

It is clear that the BC SPCA needs to apply higher and more consistent standards of animal care at its shelters and provide more services than are currently offered. In particular, the panel sees room for a lot of improvement in the housing of shelter animals, in levels of customer service, and in adoption procedures. The Society must, in the very near term, address the substandard condition of some of its older shelters.

The concept of no-kill shelters was brought up in submissions, but it became clear that the term no-kill needed definition. No-kill shelters, in many cases, means “not killed here”. In fact, animals are still killed but not on shelter premises. The panel believes that no kill shelters, if taken literally, may be in conflict with the humane treatment of some animals. The BC SPCA’s goal should be that no **adoptable** animal will be euthanized.

The role of volunteers is a subject that surfaced throughout the submissions. There is genuine concern on the part of volunteers for the humane treatment of shelter animals. Volunteers are willing and ready to work in a more collaborative relationship with shelter staff. However, it appears that they are often discouraged in their efforts to integrate into the organization. Volunteers are a valuable resource and one that the BC SPCA needs in order to survive. It is clear that the Society has to do a much better job of integrating volunteers into its branches. The panel recommends that improved recruitment, screening and training of both staff and volunteers be established at all shelters. A commitment on the part of staff and volunteers to applying best practices in the care of shelter animals must be consistent and the norm.

The BC SPCA’s role in animal control emerged as another area of concern. It is evident from submissions to the community consultation that the BC SPCA’s reputation has suffered because the public perceives that the Society has put the business of animal control ahead of animal welfare. For many, animal control is in direct conflict with the BC SPCA’s mission. It is the view of the independent panel that municipalities should handle animal control since they enact the by-laws that regulate, control and license animals. The independent panel recommends that the Society should seriously consider getting out of animal control as contracts expire and put additional resources into prevention of cruelty, education and advocacy – the foundation of its mission.

The public is deeply troubled by the number of surplus and unwanted animals and they want the BC SPCA to work harder to reduce pet overpopulation. They are calling on the BC SPCA to spay/neuter all shelter animals prior to adoption and to apply improved animal assessment and adoption procedures in an effort to promote pet retention. The panel supports these views and also recommends a greater focus on educational initiatives covering all aspects of responsible pet ownership.

The panel suggests that the BC SPCA shouldn’t try to do all that needs to be done by itself. Rather, the Society needs to seek out specialists and form alliances with them to prevent

cruelty to all species. There is much to gain by strengthening partnerships with other animal welfare groups, with local veterinarians, with law enforcement agencies and with municipalities.

Underpinning all submissions is a unified appeal by the public for the BC SPCA to provide much more education – in schools at all levels, through the media, videos, the website, and at all SPCA shelters. The panel believes that education should be of the highest priority in the BC SPCA's work. Failure to prevent cruelty is costly in terms of harm to the very animals the Society seeks and is obliged to protect, and in terms of the costs involved in prosecuting offenders. Education is by far the best means of promoting animal welfare and preventing cruelty to animals.

Organization of the report

The report is organized topically. Under each topic we describe the issue, give a summary of public feedback and articulate the independent panel's recommendations. A table summarizing the recommendations is included as an appendix to the report. Although the recommendations may appear to be focused on dogs and cats, other species should be read in as being included in general recommendations. Recommendations are identified as urgent (next 3 to 6 months), short-term (next six months to one year) and long-term (beyond one year). In terms of these time frames – the panel intends that the recommendations be started in that time frame – not necessarily completed. It is up to the BC SPCA to develop strategic action plans to carry out specific recommendations.

Conclusion

The Community Consultation Summary Report is based on public feedback. The feedback from the consultation is unlike a scientific survey because it is largely anecdotal. The responses do not constitute a “representative sample” in scientific research terms. However, the feedback is crucially important to the BC SPCA because it identifies and measures expectations that exist in the community.

The public was very appreciative of the opportunity to express their views and concerns. They were grateful that the BC SPCA was willing to listen to them. They invested much time, thought and energy in making submissions and they intend to hold the BC SPCA accountable.

The panel believes that the BC SPCA can win back public support by taking concrete action in response to the recommendations. It is the panel's view that the recommendations are reasonable and achievable.

Once the Society develops its action plan, the panel recommends that the BC SPCA undertake a communications campaign to explain what the Society is, what it stands for and how it relates to the needs of the community. Keep the Society's supporters informed.

The panel extends its deep appreciation for being invited to serve the BC SPCA and the community in this very important process.

APPENDIX – SUMMARY OF RECOMMENDATIONS

ENFORCEMENT OF THE PCA ACT

Recommendations	Urgent	Short-term	Long-term	Ongoing
⇒ Create a work group to revise the current Animal Care Guidelines to reflect specific needs for all animals based on the five freedoms* and to include more detailed language re: the definition of “neglect”.	✓			
⇒ Establish 2 to 3 Special Provincial Constables (SPCs) in each of the 12 proposed regions as experts in investigation and case law procedures	✓			
⇒ Establish an “Animal Case Law Work Group” to develop a liaison with the Crown, with the objective of conducting successful prosecutions that will build case law to support future cruelty prosecutions	✓			
⇒ Develop species-specific “Animal Care Guidelines for animals such as dogs, cats, horses, livestock		✓		
⇒ Provide Animal Care Guidelines to all new animal guardians as a covenant/agreement by which they will be measured; leave guidelines behind when investigating a cruelty complaint and provide to municipalities to distribute when licensing dogs.		✓		
⇒ Mount public awareness and education campaigns focusing on responsible animal care.		✓		
⇒ Develop an accountability process so the public can track the effectiveness of cruelty investigations.			✓	
⇒ Lobby Provincial Government to contribute more funds toward enforcement of the Act.			✓	
⇒ Provide ongoing training in investigative procedures through the Justice Institute to all BC SPCA - SPCs				✓
⇒ Provide ongoing internal training to SPCs and other staff re: enforcement of revised “Animal Care Guidelines”.				✓

ANIMAL SHELTERS

Operational Policies and Procedures

Recommendations	Urgent	Short-term	Long-term	Ongoing
⇒ Commit resources to upgrading older, sub-standard facilities owned by the BC SPCA, and actively encourage municipalities to bring their facilities up to BC SPCA recommended standards	✓			
⇒ Establish a centralized Human Resources function to develop standard recruitment policies and programs	✓			
⇒ Establish appropriate recruitment screening, interview and evaluation procedures to ensure potential employees and volunteers are well suited to work for an animal welfare society	✓			
⇒ Make training programs that encompass all aspects of shelter operations, including special training in customer service, mandatory	✓			
⇒ Improve delivery of euthanasia training to staff using BC SPCA standard methods	✓			
⇒ Make shelter superintendents/ shelter managers responsible and accountable for integrating volunteers into shelter operations in a meaningful, non-threatening way	✓			
⇒ Evaluate customer service levels through a secret shopper system.		✓		
⇒ Establish specific care guidelines for shelter animals to maintain consistently high standards of cleanliness, healthy diet, blankets and beds for dogs, enriched and/or communal cat cages for both dogs and cats to exercise.		✓		

ANIMAL SHELTERS
Operational Policies and Procedures cont'd

Recommendations	Urgent	Short-term	Long-term	Ongoing
⇒ Re-evaluate the role of the BC SPCA animal hospitals		✓		
⇒ Re-visit plan to build a state-of-the-art shelter in the Lower Mainland that would serve as a model for new BC SPCA regional shelters			✓	
⇒ Make superintendents/shelter managers non-union positions wherever and whenever possible, and, where not possible, establish a TIPS line for staff and volunteers so that they can lodge complaints with BC SPCA management without fear of retaliation			✓	

ANIMAL SHELTERS
Adoption Policies and Procedures

Recommendations	Urgent	Short-term	Long-term	Ongoing
⇒ Establish a centralized database that can easily access profiles of all adoption animals and keep track of where animals are physically located so that when an animal is transported to another facility it can be found quickly.	✓			
⇒ Promote BC SPCA shelters as community adoption centres; seriously consider expanding adoption viewing hours		✓		
⇒ Ensure comprehensive animal profiles are posted on cages/kennels of all shelter animals and that all information (history, behavioural and medical) goes with the animal when it is transferred.		✓		

ANIMAL SHELTERS

Adoption Policies and Procedures cont'd

Recommendations	Urgent	Short-term	Long-term	Ongoing
⇒ Implement adoption counseling programs at all BC SPCA shelters to help successfully match people to suitable animal companions and to provide information on all aspects of responsible pet care.	✓			
⇒ Provide adoption follow-up and support services for those who have adopted shelter animals; consider 1-800 support line		✓		
⇒ Establish fostering programs at all BC SPCA shelters for: abandoned and surrendered kittens and puppies; ill, injured or stressed animals that are not quite ready for adoption; and, any potentially adoptable animal when shelters are full		✓		
⇒ Provide humane education materials and resources to the public, including a comprehensive adoption kit for all new animal guardians; incorporate "Animal Care Guidelines" and adoption agreement/covenant		✓		
⇒ Establish standard animal behavioural assessment procedure utilizing the services of qualified animal behaviourists			✓	

VOLUNTEERISM

Recommendations	Urgent	Short-term	Long-term	Ongoing
⇒ Commit more resources to volunteer recruitment, management and development	✓			
⇒ Develop a plan to hire regional Volunteer Coordinators	✓			
⇒ Conduct focus groups with BC SPCA unionized staff and volunteers to resolve issues between these groups		✓		
⇒ Work with the union in the redesign of the employee volunteer relationship		✓		

**PET OVERPOPULATION
Reduce Birth Rate
Recommendations**

	Urgent	Short-term	Long-term	Ongoing
⇒ Lead by example and spay/neuter all shelter animals prior to adoption.	✓			
⇒ Establish a cooperative, non-competitive relationship with the veterinary community in all regions of BC with an eye to expanding community based spay/neuter programs	✓			
⇒ Mount major educational and public awareness campaigns to encourage pet guardians to sterilize their pets; work with municipalities and the veterinary community to deliver responsible pet guardian information	✓			
⇒ Expand spay/neuter assistance for low income people			✓	
⇒ Advocate for mandatory spay/neuter by-laws to demonstrate that it is socially unacceptable to have an unsterilized pet			✓	
⇒ Organize a deliberative dialogue with the Canadian Kennel Club and dog fancier groups and develop an approach to identify and address the problem of indiscriminate breeding			✓	

PET OVERPOPULATION
- Increase adoptions/pet retention

Recommendations	Urgent	Short-term	Long-term	Ongoing
⇒ Develop cooperative relationships with other animal rescue/welfare groups such as breed rescue and feral cat rescue in an effort to rehabilitate and re-home animals.	✓			
⇒ Implement behaviour assessment, adoption counseling, and adoption follow-up programs as detailed under recommendations for animal shelters		✓		
⇒ Establish fostering programs at all BC SPCA shelters, as detailed under recommendations for animal shelters		✓		
⇒ Determine how the BC SPCA can best support renters and condominium owners in adopting and retaining pets		✓		
⇒ Expand satellite adoption centres (Petcentera and Pet Squad) to include more locations and other partners				✓

EDUCATION

Recommendations	Urgent	Short-term	Long-term	Ongoing
⇒ Create broader understanding and awareness of animal welfare issues through compelling media, advertising and advocacy campaigns.		✓		
⇒ Develop a broad range of educational materials and provide at all BC SPCA animal shelters		✓		
⇒ Expand website to include more comprehensive education materials on specific animal species, care guidelines and training		✓		
⇒ Provide municipalities with animal care educational materials to be distributed when licensing is done		✓		
⇒ Work with school boards and communities in the BC to incorporate humane education into the curriculum from pre-school to Grade 12			✓	
⇒ Locate or develop turnkey education packages that will not increase the workload of the school system - delivered by animal welfare professionals			✓	
⇒ Develop education materials in different languages, working in coordination with ethnic communities			✓	

ANIMAL CONTROL

Recommendations	Urgent	Short-term	Long-term	Ongoing
⇒ Decide in the next six to eight months whether or not the BC SPCA will get out of animal control		✓		
⇒ Provide municipal pounds with BC SPCA standards of animal care and make them accountable through inspections		✓		
⇒ Develop agreements with municipalities that operate their own animal control to turn adoptable dogs over to the BC SPCA – adoptability to be determined by qualified animal behaviourists			✓	

FERAL CATS

Recommendations	Urgent	Short-term	Long-term	Ongoing
⇒ Establish a task force to research and identify solutions regarding the control and protection of feral cats		✓		
⇒ Develop a policy regarding the control and protection of feral cats based on task force findings			✓	
⇒ Build closer relationships with community partners in finding solutions to feral cat problems			✓	

AGRICULTURAL ANIMALS

Recommendations	Urgent	Short-term	Long-term	Ongoing
⇒ Develop species-specific Animal Care Guidelines for agricultural animals and use these as the measurement tool in enforcing the Act		✓		
⇒ Increase presence at animal auctions		✓		
⇒ Establish a cooperative relationship with the Horse Protection Society of BC		✓		
⇒ Lobby the government so that higher 'standard management practices' will be established and monitored			✓	
⇒ Lobby the federal government through the Canadian Food Inspection Agency for more rigid enforcement of transport and slaughter regulations			✓	
⇒ Look into possible contractual arrangement with the government to inspect transportation and slaughter processes/facilities			✓	
⇒ Continue support of UBC Animal Welfare program to build more humane research-based practices and graduate more experts in animal welfare				✓
⇒ Keep moving forward with the Freedom Farmed pilot, while building further industry support and public awareness for the program				✓

WILDLIFE

Recommendations	Urgent	Short-term	Long-term	Ongoing
⇒ Inspect facilities and enforce the Act with regards to the standards of care and treatment of wildlife where it is held in captivity		✓		
⇒ Develop position papers on certain issues relating to wildlife and publicize those papers through the website and media		✓		
⇒ Define the BC SPCA's role in dealing with wildlife issues and implement consistent practices across the province		✓		
⇒ Define the BC SPCA's advocacy role with respect to wildlife issues		✓		
⇒ Consider some form of standardization and accreditation be developed for wildlife rehabilitation centres			✓	
⇒ Partner with other wildlife and environmental groups in educating the public on co-existing with wildlife			✓	
⇒ Participate in building research and independent studies			✓	

ANIMALS IN ENTERTAINMENT

Recommendations	Urgent	Short-term	Long-term	Ongoing
⇒ Strengthen presence and heighten inspection role of BC SPCA at events where animals are used for entertainment purposes		✓		
⇒ Have the board of directors (or committee of the board) develop a position paper regarding the BC SPCA's stand on these issues; use Dr. Fraser and students/graduates form UBC Animal Welfare program as a resource		✓		
⇒ Consider advocacy initiatives to educate the public regarding the exploitation of animals in entertainment		✓		

EXOTIC SPECIES

Recommendations	Urgent	Short-term	Long-term	Ongoing
⇒ Partner with the Rainforest Reptile Refuge Society, other exotic animal refuges and the UBC Animal Welfare Program to develop education initiatives aimed at not keeping exotics in captivity as pets		✓		
⇒ Survey branches regarding the current handling of exotics received in BC SPCA shelters and identify options for the future		✓		
⇒ Consider lobbying provincial government and/or in partnership with the Canadian Federation of Humane Societies lobby the federal government to create legislation banning trade in exotic species			✓	

FIRST NATIONS

Recommendations	Urgent	Short-term	Long-term	Ongoing
⇒ Develop liaisons with elders/chiefs in First Nations bands to assist in issues of animal investigations and enforcement			✓	
⇒ Conduct research regarding models in health and service groups that may work well for the BC SPCA in delivering humane education messages to First Nations peoples			✓	
⇒ Develop liaisons with elders/chiefs in First Nations to assist in delivering humane education programs to their peoples			✓	
⇒ Include First Nations representatives on BC SPCA Branch Community Advisory Committees where possible			✓	

ACCOUNTABILITY				
Recommendations				
⇒ Create a statement of values and commitments in coordination with staff and volunteers which will result in a culture that clearly stands for the welfare of animals	✓			
⇒ Develop consistent policies, programs and services that align with the Society's values, commitments and strategic objectives		✓		
⇒ Develop a process for accountability and transparency. Research the accountability and transparency mechanisms used in other high profit non-profit associations		✓		
⇒ Provide a mechanism for the public to track cruelty investigations, ensuring privacy of individuals while cases are under investigation		✓		
⇒ Demonstrate voluntary sharing of information by convening public information forums in different regions annually		✓		

ADVOCACY				
Recommendations				
⇒ Establish and Advocacy Advisory group of academics, veterinarians, and representatives of other organizations to develop and advocacy agenda and to set priorities	✓			
⇒ Actively recruit volunteer advocates	✓			
⇒ Create an advocacy web page that provides volunteer advocates with the necessary information and tools to support BC SPCA advocacy initiatives		✓		
⇒ Develop an advocacy campaign/plan for 2002 around two issues that need change		✓		

HUMAN ANIMAL BOND
Promote health benefits of human/animal bond

Recommendations	Urgent	Short-term	Long-term	Ongoing
⇒ Investigate how the BC SPCA could adopt animals to long-term care facilities			✓	
⇒ Establish a process whereby the BC SPCA and the law enforcement community exchange animal/people abuse information in an effort to break the cycle.			✓	
⇒ Research partnerships with social agencies to create early intervention violence programs			✓	
⇒ Continue and improve efforts where the BC SPCA could support people with pets who are leaving a physically abusive domestic situation			✓	
⇒ Continue to build on the partnerships with the Sumas correctional facility to create additional opportunities where unwanted animals can be housed and cared for				✓
⇒ Continue to offer education on the therapeutic application of the human/ animal bond				✓

HUMAN ANIMAL BOND
Promote adoption/pet retention

Recommendations	Urgent	Short-term	Long-term	Ongoing
⇒ Ensure comprehensive animal profiles are posted on cages/kennels of all shelter animals and that all information (history, behavioural and medical) goes with the animal when it is transferred between shelters		✓		
⇒ Implement adoption screening/counseling programs at all BC SPCA animal shelters to help successfully match people to suitable animal companions and to provide information on all aspects of responsible pet care		✓		
⇒ Provide adoption follow-up and support services to those who have adopted shelter animals; consider a 1-800 information and support line		✓		
⇒ Establish standard animal behavioural assessment procedures using the services of qualified animal behaviourists			✓	
⇒ Determine how the BC SPCA can best support responsible renters in adopting and keeping their pets			✓	

**British Columbia Society for the
Prevention of Cruelty to Animals**

#322 - 470 Granville Street
Vancouver, B.C. V6C 1V5

OPERATIONAL BULLETIN

DISTRIBUTION:

All Branches and Agents

BULLETIN NUMBER: # 19A
DATE OF ISSUE: March, 1997

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Animal Care Guidelines for Cats

Revisions to the Animal Care Guidelines reflect changes in our mission (now The BC SPCA Charter) and the recognition that animals should have, at minimum, five essential freedoms.

The Prevention of Cruelty to Animals Act provides guidelines about the authority and responsibilities of BC SPCA constables to ensure that animals receive adequate care. The BC SPCA Animal Care Guidelines describes conditions to be evaluated to establish if adequate care is provided.

Authorized Agents must make every effort to educate those responsible for the care of animals on conditions required for adequate care.

Terms in these guidelines are defined as follows:

Adequate care: is when provisions are made that enable the animal to experience:

- Freedom from thirst, hunger and malnutrition
- Freedom from discomfort
- Freedom from pain, injury and disease
- Freedom from distress
- Freedom to express behaviour that promotes well-being.

Definitions

Distress: includes physical and emotional distress and spans from low intensity to critical. Animals express distress by engaging in maladaptive behaviour (eg, repetitive behaviours).

Physical stress: is an aversive (negative) state experienced by an animal unable to adapt to environmental conditions, suffering from illness, pain or deprived of basic sustenance. Physical distress generally co-exists with emotional distress.

Emotional distress: is an aversive (negative) state experienced by animals when exposed to stressors causing negative emotions such as anxiety and fear, or when deprived of mental stimulation resulting in negative emotions such as depression, frustration or boredom.

Well-Being: includes both physical and emotional health.

Emotional Well-being: the animal shows evidence of normal behaviour and absence of abnormal behaviour (species specific).

Physical Well Being: the animal does not show clinical symptoms of disease or evidence of current or old injury left untreated (e.g., broken leg healed without being set).

The onus is on the person responsible for the animal to ensure that the physical and emotional needs of animals are met. These have been defined in the guidelines as the "five freedoms".

Freedom from thirst, hunger and malnutrition - By ready access to fresh water and a diet to maintain health and full vigour.

- Cats are obligate carnivore. To meet nutritional needs, food must contain the amino acid "Taurine" (found in meat), at least 25% protein and contain vitamins A, D and E.
- Food must be of adequate quantity for the cat's life stage and lifestyle to maintain good health (as evidenced by coat condition, weight, condition of teeth and gums, good level of energy and so on).
- Wet food left at room temperature for more than 3 hours should be discarded.
- Food/ water bowl must be kept far enough from litter tray to ensure that there is no contamination with urine, faeces or litter.
- All food dishes and utensils must be kept clean.
- Food stored must be kept covered and containers to be vermin-proof.
- When group housed, food and water bowl must be located in areas such that all cats have ready access unimpeded by dominant. (Caregiver must pay close attention to spot animals that are not eating or drinking and take appropriate action.)
- Fresh water must be provided each day.
- During transport, cats should be provided with enough water to avoid thirst (depending on transport time and conditions).

Freedom from physical and thermal discomfort - By providing an appropriate environment.

Outdoor cats must have access to a shelter.

Shelter should:

- be located in close proximity to the home, away from street traffic or other dangers.
- provide protection from the elements. (i.e. dry, with dry bedding and protected from draft).
- provide protection from predators

Indoor /Outdoor cats

- Indoor cats with access to outdoors should be provided with a shelter outside (same specifications as above) and have access to the house at will through a cat door or other.
- Owners should be encouraged to bring cat in at dusk (by feeding him only a dusk and inside).

Freedom from pain, injury and disease – By providing rapid diagnosis and treatment (euthanasia may be considered a treatment)

Cats exhibiting signs of illness or injury should be provided with immediate veterinary care. Some examples are:

- Vomiting, diarrhea or very foul smelling stools, distended abdomen, blood in urine or stools, discharge from the eyes and nose, excessive head and scratching of ears, abnormal skin condition and so on.
- Internal/ external parasitic infestations should be treated at the earliest opportunity.
- Vaccinations appropriate for the species should be kept up-to-date.
- Abnormal growths\tumours should be treated in consultation with a veterinarian.

Cats showing behavioural signs of pain should be seen by a veterinarian:

- quiet, apprehensive facial expression and forehead seems creased. Cat may be crying or yowling, growl and hiss if approached or made to move.
- Tends to hide and show abnormal posture
- may keep head tilted (head pain)
- may be crouched or hunched (pain in thorax and abdomen)
- head, neck, and body may be extended (pain in thoracic area)
- may be lying down, leaning against object with its back arched. If standing or walking, the back is arched and the gait stilted (pain in abdominal or back area)

- on-going licking of painful area, holding up painful limb (pain in abdominal or back area)
- may show wild behaviour and make desperate attempts to escape. If painful area is touched, cat may have a violent reaction. Cat may be panting, ears flattened, pupil dilation, increased heart rate and shallow rapid breathing (Severe pain).
- may look ungroomed, hold limbs tucked in, hunched head and neck. Cat may utter plaintive meow, hissing and spitting sound. Ears are flattened and cat shows fear when approached or handled (Chronic pain).
- When in pain cats will show one or more signs of stress (dilated pupils, ears flattened, body flattened, tendency to hide, defensive aggression upon approach. Generally do not eat, play or groom (may over groom painful area).

Freedom from emotional distress- By ensuring conditions and treatment which avoid mental suffering.

Cats may experience emotional distress if housing, feeding, comfort and health needs are not met. In addition, cats may experience emotional distress when:

- placed in group housing with no opportunity to withdraw from other cats (eg., Hiding areas, single size shelves).
- living in an impoverished environment (no opportunity to engage in natural behaviours)
- deprived of human contact (no physical contact)
- deprived of tactile stimulation
- subjected to physical punishment

Cats experiencing emotional distress may demonstrate:

- anxiety (backed up against a wall or other item, ears and body flattened, pupils partially dilated, whiskers retracted, tail tightly tucked around body)
- fear when approached (ears move to the back of the head, pupils fully dilated, whiskers pan out and forward. Cat will hiss and give quick strikes with paw.
- depression (lethargic, lack of interest in surroundings and people, cannot be engaged in play, lack of interest in moving objects, difficult to wake up, not eating or grooming)
- signs of maladaptive (abnormal) behaviour such as:
 - repetitive behaviours (e.g., pacing, over licking, on-going kneading, digging motion with paws but against a wall)
 - self mutilation
 - eating or sucking non-edible material

** Cats may stop repetitive behaviour when distracted by a person or other animal. When maladaptive behaviour is suspected, cat must be observed from afar.*

Freedom to express behaviour that promotes well-being - By providing opportunity to engage in normal "pet" behaviour.

Cats require a stable but stimulating environment. To meet their need for food, warmth, health and safety is not sufficient to ensure good welfare. Emotional well-being is an important component of welfare that is achieved when animals can engage in behaviours natural to their species and those resulting from their long association with humans. Some cats may not eat unless in the presence of a human to whom they are bonded.

Cats need to have:

- physical stimulation (lots of affectionate physical contact)
- lots of vocal exchange with human companion
- free play
- opportunity to climb and view environment from high perch
- choice over temperature (e.g. window with sunlight)
- quiet area
- opportunity to engage in hunting like behaviours with the use of batting and rolling toys
- proximity to human-companion several hours a day (approximate time varies with lifestage and personality)
- mental stimulation with viewing access to outside
- company of other cats (if socialised during kittenhood).

General guidelines for cat protection

- That all cats with access to outdoors wear an identification tag with owner's name and phone number.
- That cat be spayed and neutered
- That owners be encouraged keep cats indoors after dusk
- That all vaccinations be kept up to date
- That home not contains plants poisonous to cats or other non-cat friendly items
- Owners leaving their cat in the home while on an extended absence (more than 2 days) should ensure that they do not have access to outdoors and that someone checks on them provides fresh food and water, some company and ensure that litter tray is kept clean.

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Animal Care Guidelines for Dogs

Revisions to the Animal Care Guidelines reflect changes in our mission (now The BC SPCA Charter) and the recognition that animals should have, at minimum, five essential freedoms.

The Prevention of Cruelty to Animals Act provides guidelines about the authority and responsibilities of BC SPCA constables to ensure that animals receive adequate care. The BC SPCA Animal Care Guidelines describes conditions to be evaluated to establish if adequate care is provided.

Authorized Agents must make every effort to educate those responsible for the care of animals on conditions required for adequate care.

Terms in these guidelines are defined as follows:

Adequate care: is when provisions are made that enable the animal to experience:

- Freedom from thirst, hunger and malnutrition
- Freedom from discomfort
- Freedom from pain, injury and disease
- Freedom from distress
- Freedom to express behaviour that promotes well-being.

Definitions

Distress: includes physical and emotional distress and spans from low intensity to critical. Animals express distress by engaging in maladaptive behaviour (eg, repetitive behaviours).

Physical stress: is an aversive (negative) state experienced by an animal unable to adapt to environmental conditions, suffering from illness, pain or deprived of basic sustenance. Physical distress generally co-exists with emotional distress.

Emotional distress: is an aversive (negative) state experienced by animals when exposed to stressors causing negative emotions such as anxiety and fear, or when deprived of mental stimulation resulting in negative emotions such as depression, frustration or boredom.

Well-Being: includes both physical and emotional health.

Emotional Well-being: the animal shows evidence of normal behaviour and absence of abnormal behaviour (species specific).

Physical Well Being: the animal does not show clinical symptoms of disease or evidence of current or old injury left untreated (e.g., broken leg healed without being set).

The onus is on the person responsible for the animal to ensure that the physical and emotional needs of animals are met. These have been defined in the guidelines as the "five freedoms".

Freedom from thirst, hunger and malnutrition - By ready access to fresh water and a diet to maintain health and full vigour.

- Food must be of adequate quantity and quality for the dog's life stage, lifestyle, size and breed to maintain good health (as evidenced by coat condition, weight, condition of teeth and gums, good level of energy and so on).
- Food must not be contaminated with urine, faeces or other inedible material, and must be palatable.
- All food dishes and utensils must be kept clean.
- Food stored must be kept covered and containers to be vermin-proof.
- During group feeding the caretaker must ensure that each animal receives an adequate share of the food (Caregiver must pay close attention to spot animals that are not eating and take appropriate action.)
- Dogs must have access to clean potable water at all times, except where indicated by a veterinarian. (fresh water must be given daily)
- Dogs should be provided with water as needed to avoid thirst (transport time and conditions must be considered).
- Water containers must be cleaned regularly to control and prevent disease, be spill proof or fastened to prevent spills and at a height that prohibits urination in the bowl.

Freedom from physical and thermal discomfort - By providing an appropriate environment.

When kept outdoors, dog must have access to shelter. Type of shelter needed must take regional weather conditions into consideration and varies with age, health, body condition, type of coat, breed, etc.

- Doghouses should provide protection from the elements (i.e., with dry bedding, protection from draft, positioned in shady area, water proof).
- Must be sized to allow the dog to move freely, stand, turn and lie down, but not too big in order to trap animal's body heat to warm space in cold weather.
- Must be insulated if needed (based on regional differences).

Tethering

Tethering is unacceptable as a permanent method for preventing a dog to roam outside the property. Caretaker must use other measures such as fencing or providing an outdoor run to insure the dog remains on the property.

Tethering is acceptable as a temporary method of restraint when:

- the dog may cause injury to self or other
- while construction of fencing or holding pen other is underway

Tethering as a temporary method is not acceptable if:

- dog is exposed to predators
- dog is vulnerable to heat, cold, wind rain, snow (shelter should be provided)
- ground is littered with items that may cause injury
- dog has restricted access to food, water and shelter (i.e., chain not long enough)
- it does not provide adequate separation between feeding, eating, sleeping and eliminating areas
- dog has reduced opportunity for exercise
- dog is younger than 6 months old
- bitch is in season and dogs have access to her
- bitch about to give birth

When tethered as a temporary method the following guidelines must be observed:

Tethers should be of the following specifications:

- "choke" type collar shall not be used
- "studded" type collars shall not be used
- A properly fitted leather or nylon collar should be fitted with a swivel and attached to a tether 3 metres in length minimum. The tether should be firmly attached to a swivel allowing for a 360 degree anchored at ground level, allowing the animal to cover the complete circle without tangling.
- Alternatively a running line could be used, it should:
 - be a minimum of ten metres in length.
 - be metal, not less than 10 mm. in thickness.
 - be no higher than ½ metre above ground where "low" system is used, and shall be not less than 2 metres from ground where a "high" system is used.
 - be free of obstacles, allowing for unobstructed operation and be removed from embankments, roof tops, etc., in order to avoid accidental hanging of animal.
 - not exceed 300 grams per metre.
 - Links of chain shall not exceed an opening of 20 mm.

When a pet dog is kept indoors most of the day, s/he must be provided with:

- a source of daylight
- adequate amount of clean, fresh water to prevent thirst
- age appropriate toys
- age appropriate bedding (particularly for seniors)
- an environment free of toxic or otherwise dangerous substance
- for periods not exceeding 10 hours (may vary by lifestage).

If crated:

- should not exceed 6 - 10 hours per day unless otherwise indicated by a veterinarian (Varies by lifestage and breed) and must have been accustomed to crate prior to spending extended periods in it.
- puppies under 6 months should be taken out to eliminate at minimum every four hours.

Dogs living in animal establishments:

Kennel should:

- have good ventilation systems (12 air changes per hour)
- be designed such that dog can always find protection from the elements
- have a heated and dry area (could be flooring, bed board or indoor part)

- have non-slip flooring such that the dog's movement is not restricted (can be assessed by observing dog's movement while in kennel)
- be free of waste, debris and faeces
- have an inner sleeping and eating area and outdoor area for elimination

For all dogs

- Coat should be kept free of mats and be groomed regularly to prevent heat loss
- Nails should be clipped regularly for comfortable walking

Freedom from pain, injury and disease – By providing rapid diagnosis and treatment (euthanasia may be considered a treatment)

Dogs exhibiting signs of illness or injury should be provided with immediate veterinary care. Some examples are:

- Vomiting, diarrhea or very foul smelling stools, distended abdomen, blood in urine or stools, persistent coughing, discharge from the eyes and nose, excessive head and scratching of ears, abnormal skin condition and so on.
- Internal/ external parasitic infestations should be treated at the earliest opportunity.
- Vaccinations appropriate for the species should be kept up-to-date.
- Abnormal growths/tumours should be treated in consultation with a veterinarian.

Dogs showing behavioural signs of pain should be seen by a veterinarian:

- appears abnormally quiet, not alert and withdrawn with stiff body movements and unwillingness to move.
- may lie still or adopt an abnormal posture (usually in severe pain)
- may appear restless, show increased alertness, shivering with increased respirations or panting, is likely to whimper, howl or growl without provocation (usually in low intensity pain).
- may lick or scratch at painful area, be abnormally apprehensive or defensive when area is approached.
- The dog may also exhibit some of the following signs:
 - anxious glances
 - seek cold surface (even in normal temperatures)
 - hold its tail between hind legs
 - penile protrusion and frequent urination

Freedom from emotional distress- By ensuring conditions and treatment which avoid mental suffering.

Dogs will experience emotional distress when housing, feeding, comfort and health needs are not met. In addition, dogs will experience emotional distress when:

- not given opportunity to form bonds with a human (constant change of caretaker)
- deprived of human contact
- exposed to harsh and inhumane training techniques
- emotionally neglected (eg., placed in isolation for extended as a training method)
- placed in group housing that does not offer dogs the opportunity to withdraw from each other (eg., no cage item such as platform a platform size for one dog not provided)
- placed with inappropriately matched cage mate (one dog bullies the other – eg., denies access to food or front of cage to see visitors).
- placed in a kennel with not opportunity to withdraw from on-going human activity

Dogs experiencing emotional distress may demonstrate:

- a low propensity for social interaction (for example dog does not wag tail when spoken to gently or show a playful reaction to high pitch and playful tone)
- excessive anxiety upon approach (friendly greeting by constable)
- excessive fear aggression upon approach (friendly greeting by constable)
- excessive fear and anxiety in the presence of owner
- signs of maladaptive (abnormal) behaviour such as:
 - repetitive behaviours (for example on-going tail-chasing, pacing, turning in circle, jumping, barking or howling incessantly)
 - excessive digging or chewing (particularly for tethered dogs).
 - self mutilation
 - eating of own stools (also a sign of a deficient diet)

** Dogs may stop repetitive behaviour when distracted by a person or other animal. When maladaptive behaviour is suspected, dog must be observed from afar.*

- May also display the following body language:
 - avoidance
 - dilated pupils
 - trembling
 - shaking
 - yawning repeatedly

- whining or excessive vocalizing
 - sweaty paws (leaving sweaty paw prints on the floor)
 - repeatedly licking upper lip
 - sudden shedding
 - snapping or growling for no apparent reason
 - seem disoriented
- show signs of depression (learned helplessness):
 - is lethargic
 - lack of interest in surroundings
 - cannot be engaged in play
 - lack of interest in food treats
 - lack of interest in interesting sounds (squeaky toy)
 - seems unable to learn even a simple command
 - will not attempt to defend him/herself if threatened

Freedom to express behaviour that promote well-being - By providing opportunity to engage in normal "pet" behaviour.

Dogs are highly social creatures. To meet their need for food, comfort, health and safety is not sufficient to ensure good welfare. Emotional well-being is an important component of welfare that is achieved by engaging in behaviours natural to their species and those resulting from a long association with humans.

Dogs need to have:

- free play
- play with human-companion (eg., chase ball, fetch)
- play with other dogs (particularly important for puppies)
- safe exploration of different areas (eg., walks with owner in park, woods)
- proximity to human-companion for several hours a day
- chewing (eg., rawhide, Kong)
- mental stimulation (eg., positive dog training, or participation in dog sports such as agility or fly ball)
- physical stimulation (eg., being petted)

ATTACHMENT 4

For immediate release

BC SPCA



November 3, 2001

animal talk

News and features from the B.C. Society for the Prevention of Cruelty to Animals

BC SPCA Consultation Leads to Recommendations for Better Care and Protection of Animals

A community consultation initiated by the BC SPCA to seek public input on animal welfare issues has led to a series of recommendations for improved care and protection of animals throughout British Columbia. The four-month consultation solicited feedback from more than 1,000 individuals around the province on issues ranging from tougher enforcement of anti-cruelty laws to solutions to BC's serious pet overpopulation problem.

"We were looking for feedback on how animals could be better served by their communities in general, and in particular, what the priorities and future role of the SPCA should be," said Lorie Chortyk, Director of Community Relations for the BC SPCA. "The public offered their views through written submissions, emails, faxes, participation at community dialogues, as well as attendance at public hearings held in Prince George, Victoria, Nanaimo, Kelowna, Vancouver, and Chilliwack."

The process was led by an independent panel chaired by Marguerite Vogel, president of the Animal Welfare Foundation of Canada and Director of the Western and Territories Region for the CRTC. Other panel members included the Honourable Kim Husband, a recently-retired Provincial Court Judge, Mike Woodworth, News Director for CKPG-TV in Prince George, Dr. Ken Langelier of the Island Veterinary Hospital in Nanaimo, and Joan McArthur Blair, Vice-President of Vancouver Community College in Vancouver.

"The panel was extremely impressed by the quality of the submissions and by the level of commitment to animal welfare that exists in our province," said Vogel. "We heard many diverse opinions and points of view, but the common thread in all of the feedback was a genuine compassion and concern for the well-being of the animals."

Vogel said the panel was surprised by the similarity in responses from around the province. "We had expected some regional diversity, but there were consistent themes and priorities that emerged, regardless of location," she said. Two key areas of concern identified by British Columbians were the inadequate condition of some SPCA and municipal animal shelters and the lack of consistency in the type and level of services available to animals in different parts of the provinces. "There was clearly a difference in the resources available for homeless and abused animals between larger cities and outlying areas, and the level of care varied quite significantly from shelter to shelter," said Vogel.

The public also urged the SPCA to take stronger action in dealing with those who neglect and abuse

animals. "In particular, people felt the definition of the term 'neglect' in the Prevention of Cruelty to Animals Act should be interpreted more broadly to include social and psychological neglect – tethering dogs in back yards, for instance."

Other major issues of concerns identified in the public consultation were:

- Pet overpopulation and the public's lack of responsibility in spaying and neutering their animals;
- Lack of resources currently being devoted to education, advocacy, and follow-up programs to support responsible pet ownership and prevention of cruelty;
- The need for better volunteer recruitment and management by the SPCA; and
- Better training for SPCA staff, particularly in the area of customer service.

The public also called on the SPCA to re-examine its involvement in providing animal control services to municipalities. "An overwhelming majority of people believe this is a conflict of interest for the SPCA and that it takes the focus away from the Society's core mandate of prevention of cruelty and education," said Vogel. "Many others expressed the view that the SPCA's mandate is too broad and unmanageable and that clear priorities must be defined."

Michael Steven, President of the BC SPCA, says the Society is grateful to the panel members and to all those who participated in the consultation. "We are taking the feedback and the recommendations very seriously and will move ahead as quickly as possible with implementation," he said.

A full text of the Community Consultation Report and recommendations is available on the BC SPCA's website at www.sPCA.bc.ca.

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Summary of Key Recommendations to the BC SPCA

ENFORCEMENT OF ANTI-CRUELTY LAWS

That the BC SPCA:

- Revise the current Animal Care guidelines used to enforce anti-cruelty legislation. In particular, the definition of 'neglect' should be broadened to reflect the social and psychological needs of animals as well as physical neglect.
- Establish an "Animal Case Law Work Group" in conjunction with Crown Counsel, with the goal of increasing the number of successful prosecutions of animal abuse cases and building a stronger body of case law to support future cruelty prosecutions.
- Increase training and support for Special Provincial Constables who carry out cruelty investigations.

- Create clearly-defined Animal Care Guidelines that outline expectations of responsible pet ownership, to be included with all SPCA adoptions, distributed with the sale of municipal dog licenses, and to be handed out by SPCA officers responding to service calls in the community.
- Mount public awareness and education campaigns addressing issues of responsible pet ownership to ensure that expectations and standards for animal care are known and understood by the public.
- Lobby the Provincial Government to provide funds for the enforcement of the Provincial Prevention of Cruelty to Animals Act (currently funded mainly through public donations).

ANIMAL SHELTERS

That the BC SPCA:

- Commit resources to upgrade older, sub-standard facilities owned by SPCA and encourage municipalities to bring their facilities up to BC SPCA recommended standards.
- Revisit plans for a state-of-the-art shelter in the Lower Mainland that would serve as a model for new BC SPCA regional shelters.
- Develop consistent, centralized policies and programs in all SPCA branches around the province.
- Establish appropriate screening, interview, and evaluation procedures to ensure that employees and volunteers are well suited to work for an animal welfare society.
- Increase training programs for staff, with a particular emphasis on customer service.
- Establish specific care guidelines for shelter animals to ensure consistently high standards of cleanliness, consistently healthy diet, and adequate opportunities for socializing and exercise.
- Ensure that a comprehensive profile with all known information on the history, behaviour and medical condition of each shelter animal is posted on its cage/kennel and that this information is transferred with the animal if it is adopted or moved to another shelter.
- Provide consistent adoption counselling, follow-up, and support programs in all SPCA branches.
- Establish fostering programs in all SPCA shelters for abandoned, sick, injured kittens and puppies, for emotionally-stressed animals that are not ready for adoption, and for any potentially-adoptable animals when shelters are full.
- Develop a comprehensive adoption kit for all new animal guardians.
- Establish standard animal behavioural assessment procedures using the services of qualified animal behaviourists.

PET OVERPOPULATION

That the BC SPCA:

- Spay/neuter all animals prior to adoption from SPCA shelters.
- Establish a co-operative, non-competitive relationship with BC veterinarians to expand community-based spay/neuter programs.
- Mount major education and public awareness campaigns to encourage pet guardians to sterilize their pets; work with municipalities and veterinarians to deliver information on responsible pet ownership.
- Expand spay/neuter assistance for pet guardians with low incomes.
- Advocate for spay/neuter by-laws in municipalities.
- Increase liaison with animal welfare and breed rescue groups to increase the number of animals that are rehabilitated and re-homed.
- Explore how the SPCA can best support renters and condominium owners in adopting and retaining pets.
- Expand satellite adoption centres (eg. Petcetera Stores and mobile Pet Squads) to include more locations and other partners.
- Organize a dialogue with the Canadian Kennel Club and dog fancier groups to develop a plan to address the problem of indiscriminate breeders.

ANIMAL CONTROL

That the BC SPCA:

- Make a decision within the next six to eight months about whether or not it will continue to offer animal control services in communities.
- Provide municipal pounds with BC SPCA Standards of Animal Care and make them accountable through inspections.
- Develop agreements with municipal-run pounds to turn adoptable dogs over to the BC SPCA, with adoptability to be determined by animal behaviourists.

HUMANE EDUCATION

That the BC SPCA:

- Expand its website to include more comprehensive education materials on specific animal species, training, care guidelines, etc.

- Provide municipalities and all SPCA shelters with comprehensive human education materials to distribute to pet guardians.
- Work with school boards to incorporate humane education materials into the curriculum from pre-school through Grade 12.
- Work in cooperation with communities to develop humane education materials in different languages.

EXOTIC ANIMALS

That the BC SPCA:

- Partner with exotic animal sanctuaries to develop advocacy and education initiatives to discourage the keeping of exotic animals in captivity.
- Consider lobbying the Federal Government to create legislation banning trade in exotic species.

FARM ANIMALS AND WILDLIFE

That the BC SPCA:

- Carry out regular inspections of facilities where wildlife is held in captivity to ensure that they meet appropriate standards of care.
- Develop Animal Care Guidelines for agricultural animals and use these guidelines as the measurement tool in enforcing anti-cruelty legislation.
- Increase SPCA presence at animal auctions.
- Establish cooperative relationships with organizations such as the Horse Protection Society of BC to share expertise and work on mutual areas of concern.
- Lobby the Provincial and Federal Governments to establish higher standard management practices for agricultural animals and more rigid enforcement of transport and slaughter practices.
- Move forward with its Freedom Farmed certification program to promote humane standards for agricultural animals.

FERAL CATS

That the BC SPCA:

- Establish a taskforce to research and identify solutions regarding the control and protection of feral cats.
- Build closer relationships with community partners in finding solutions to the feral cat issue.

VOLUNTEERS

That the BC SPCA:

- Commit more resources to volunteer recruitment, management, and development.
- Consider hiring regional volunteer coordinators.
- Conduct focus groups between unionized staff and volunteers to resolve issues between these two groups.
- Work with the union in the redesign of the employee/volunteer relationship.

ORGANIZATIONAL ACCOUNTABILITY

That the BC SPCA:

- Create a statement of values and commitments in cooperation with staff and volunteers to instill a culture that clearly stands for the welfare of animals.
- Develop consistent policies, programs, and services that align with the Society's values and commitments.
- Develop a process for accountability and transparency, researching the accountability processes in place at other high-profile non-profit organizations.
- Provide a mechanism for the public to track cruelty investigations (ensuring the privacy of individuals while cases are under investigation).
- Demonstrate voluntary sharing of information by convening public information forums in different regions throughout the year.

Further information:

Lorie Chortyk, Director of Community Relations, BC SPCA (604) 647-1316, (604) 709-4652 or 830-7179 (cell).

Marguerite Vogel, (604) 786-7509 (cell).

Web Resources & Links:

THIS AGREEMENT made the _____ day of _____, 2002.

BETWEEN:

CITY OF RICHMOND, 6911 No. 3 Road, in the City of Richmond,
in the Province of British Columbia, V6Y 2C1

(the "City")

AND:

**BC SOCIETY FOR THE PREVENTION OF CRUELTY
TO ANIMALS, VANCOUVER REGIONAL BRANCH,**
1205 East 7th Avenue, in the City of Vancouver,
in the Province of British Columbia, V5T 1R1

(the "Contractor")

WHEREAS the City has accepted the offer of the Contractor to provide animal control, regulation and shelter services in the City of Richmond;

IN CONSIDERATION of the following mutual covenants, the parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.01 In this Agreement, 'agreement' means this agreement, as amended from time to time, and includes:

- (a) the Performance Specifications attached as Schedule A;
- (b) the Minimum Manpower Contract Commitment attached as Schedule B;
- (c) the City bylaws or portions of City bylaws dealing with:
 - (i) the licencing of dogs;
 - (ii) the noise caused by dogs;
 - (iii) the City animal shelter and the duties and obligations of Animal Control Officers; and
 - (iv) the control and regulation of animals.

ARTICLE II – PERFORMANCE

2.01 The Contractor shall continuously and at all material times, and when required by the City, diligently perform to the standards of a first class animal care and welfare operator all of the obligations required to be performed by the Contractor in Schedule A to this Agreement (the "Performance Obligations"). Any default by the Contractor in the diligent performance or carrying out of the Performance Obligations as determined by the General Manager, Finance & Corporate Services shall be deemed an event of default.

ARTICLE III – TERM

3.01 The term of this Agreement shall commence at 12:01 a.m. on the date shown on the first page of this Agreement and be completed and fully ended at 12:00 midnight December 31, 2001, unless renewed in accordance with Section 3.02.

- 3.02 The City and the Contractor, by mutual agreement, have the option to renew this Agreement for a further term of two years. The renewal term shall be on the same terms and conditions, except that the parties shall use their best efforts to negotiate new provisions for reduced payments by the City in Article IV through offsetting contributions of the Contractor pursuant to Article VII, with the intent that the annual payments for the renewal term described in this Article are reduced.

ARTICLE IV – PAYMENT BY THE CITY

- 4.01 Subject to the terms and conditions of this agreement and the continuous performance of this agreement by the Contractor, including but not limited to all of the services provided by the Contractor, the City shall pay to the Contractor \$268,000 per year for each 2002 and 2003.
- 4.02 Payment by the City to the Contractor as provided for by this Agreement shall be made pursuant to monthly accounts which shall be certified by an officer of the Contractor and approved by the City. Invoices shall be paid within 30 days of receipt.

ARTICLE V – COVENANTS OF THE CONTRACTOR

5.01 General

The Contractor agrees to exercise the powers and perform the duties of the Contractor as set out in the bylaws of the City at all times during the term of this Agreement and, without limiting the generality of the foregoing, the Contractor covenants and agrees to pick up, impound, hold for claim by the owners thereof, and dispose of by sale, destruction or otherwise, unlicensed stray dogs, licensed dogs whose owners fail to comply with the provisions of applicable City bylaws, and other animals as provided in such bylaws; and further, to provide dogs and other animals detained in the Richmond Animal Shelter with proper and adequate food, water and shelter.

5.02 Incinerator

The Contractor shall have the right to reasonable use of the incinerator in order to carry out this contract and shall be responsible for cleaning, maintaining and repairing the incinerator on the understanding that the City shall be responsible for replacing structural elements and making major repairs in excess of \$1,000 annually. The Contractor shall only operate the incinerator in accordance with all applicable rules and regulations and standards which may be in effect from time to time.

ARTICLE VI – OCCUPATION AND MAINTENANCE OF THE RICHMOND ANIMAL SHELTER

6.01 Licence

The Contractor shall have a non-exclusive right to occupy the premises known as the Richmond Animal Shelter located at 12071 No. 5 Road, Richmond, BC. The Contractor shall clean, repair and maintain the premises (with the exception of structural elements and roof) to a high quality standard of a prudent operator of an animal care and shelter facility, and keep the same in a neat, tidy and clean manner. The Contractor shall be solely responsible for all operating and maintenance expenses, including, but not limited to, electrical, gas, utility, utility rates and charges and property taxes.

ARTICLE VII – REVENUE GENERATION AND SHARING BY THE CITY CONTRACTOR

7.01 Revenue

Contractor Revenue

Throughout the term, the Contractor shall have exclusive receipt, management and control of the following sources of revenue:

- (a) All dog licence revenues collected or received from notices mailed by the Contractor;
- (b) All dog licence revenues collected or received at the Contractor's facilities;
- (c) All incineration revenue received from any source associated with the disposal of animals;
- (d) 75% of dog licence revenues collected or received at City facilities; and
- (e) All revenues from impoundment fees, maintenance fees and from the adoption of animals.

City Revenue

The City shall retain all revenue from fines collected under any City bylaw resulting from a charge laid or ticket issued by any employee of the Contractor.

7.02 Sale of Animal Licences

The Contractor shall canvass for the sale of animal licences for a minimum duration of the four months of May, June, July and August in each year of the term. The Contractor shall not canvass for animal licence revenues in January, February or December in any year of the term. The City shall pay the net commissions as provided in Article 7.01(d) to the Contractor within 30 days of the end of each month of the term.

The City agrees that that it will not canvass for the sale of animal licences unless the Contractor fails to meet its obligations pursuant to Article 7.02.

The Contractor shall keep records of all animal licences issued by it and shall make such records available to the City upon request.

7.03 Books of Account

The Contractor shall keep proper books of account of all revenues and expenditures in respect of the Richmond Animal Shelter during the term and shall, within seven days after the end of each quarter, deliver to the City a detailed statement of the gross revenue earned by it in the quarter then ended. The City, its agents, solicitors and auditors may at any time inspect the books of account, records, reports and other papers of the Contractor relating to services performed by the Contractor under this Agreement on a date convenient to both parties during the working hours of a business day or days. It is understood, however, that the City shall have the right to inspect such books of account, whether agreement as to a convenient date can be obtained or not, within a maximum period of one day from the date of providing notice of such request to the Contractor provided only that the City shall attempt to schedule the inspection so as to

cause as little interruption as reasonably practicable to the activities of the Contractor.

7.04 Audit

From time to time the City may audit or cause an independent audit to be conducted by a mutually acceptable accounting firm to review the Contractor's books of account and verify that the records and payments made on behalf of the City are in accordance with the terms of this Agreement.

7.05 Non-Competition

The Contractor shall not provide or cause to be provided, nor undertake any business which is in conflict with any of the Performance Obligations under this Agreement.

ARTICLE VIII – CHANGE IN PERFORMANCE OBLIGATIONS

- 8.01 In the event that the Contractor decides to cease any aspect of its normal operations, such as, but not limited to, bylaw enforcement, it shall give at least two years' notice in writing to the City of such change and will provide information and assistance to the City to help facilitate the transition of duties.

ARTICLE IX - TERMINATION

- 9.01 If the Contractor at any time does not comply with the provisions of this Agreement to the satisfaction of the General Manager, Finance & Corporate Services, the City shall give written notice of such breach to the Contractor. If the breach is not remedied within 14 days of the date such notice, the City may terminate the Agreement by giving eight weeks' written notice to the Contractor, or such earlier period of termination notice if, in the opinion of the General Manager, Finance & Corporate Services, the seriousness or circumstance of the breach so requires.
- 9.02 This Agreement shall be terminated and of no force or effect in the event that the Contractor's business is wound up, dissolved, terminated, sold, transferred in any way whatsoever, or bankrupt or placed into receivership, or an assignment is made for the benefit of its creditors.
- 9.03 This Agreement may be terminated by the City upon giving the Contractor 180 days' written notice of termination.

ARTICLE X – INDEMNITY & INSURANCE

10.01 Indemnity

The Contractor covenants and agrees to indemnify and save harmless the City from and against all costs and expenses caused to or incurred by the City and from all claims, demands, liens, losses, damages, actions, suits and other proceedings whatsoever and by whomsoever made, brought or prosecuted by reason of any loss of life or injury or damage to any person or property caused by or arising in the act or omission by the Contractor, his servants, agents, or employees in the performance of the duties of Animal Services Officer and the operation and maintenance of the City animal shelter by the Contractor pursuant to this Agreement; with the exception of any liability arising from any inconsistencies or conflicts between the bylaws and amendments thereto and the terms of this Agreement.

10.02 Insurance

The Contractor shall purchase and maintain during the term of this agreement public liability and property damage insurance in the amount of not less than \$5,000,000, including coverage in respect of injury to or loss or death of any animal or animals in the custody of the Contractor and the Contractor shall deposit the original insurance policy or certified copy thereof with the City. The insurance policy shall list the City as an additional named insured.

10.03 Performance Bond

Before this Agreement takes effect, the Contractor shall, if requested by the City, furnish the City with a good and sufficient bond, cash, or an irrevocable letter of credit in the amount of \$20,000 satisfactory to the City as a guarantee for the due and faithful performance of this Agreement by the Contractor on the understanding that such bond, cash, or letter of credit shall be maintained and remain in full effect for 30 days following the expiry or earlier termination of this Agreement.

ARTICLE XI

11.01 Entire Agreement

This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressly set out herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City.

11.02 Non-Assignment

Neither this Agreement, nor any part of any obligation in this Agreement shall be assigned by the Contractor and any attempt to do so shall be null and void.

11.03 Notice

Any notice which may be or is required under this Agreement shall be in writing and delivered or sent by facsimile transmission, addressed to:

(a) To the City:

Attention: General Manager, Finance & Corporate Services
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1
Fax – (604) 276-4162

(b) To the Contractor:

Attention: Mr. Douglas Hooper
BC Society for the Prevention of Cruelty to Animals
Vancouver Regional Branch
1205 East 7th Avenue
Vancouver, BC V5T 1R1
Fax – (604) 879-7099

Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it was sent. If a party changes its address or facsimile number, or both, it shall promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

11.04 Dispute Resolution

If there is any dispute regarding the interpretation, performance, or an alleged breach of the Agreement, either party may give written notice of dispute to the other party and the Contractor's representative and the City's representative shall meet within three days after the notice of dispute is given and shall attempt in good faith, and using reasonable efforts, to resolve the matter equitably to the satisfaction of both parties. If the parties' representatives cannot resolve the dispute within five days after they first meet, it shall be referred for arbitration by a single arbitrator appointed and acting under the Commercial Arbitration Act (British Columbia), and the arbitrator shall issue a final decision regarding the dispute within 30 days after his or her appointment, subject to extension of that time by agreement of the parties.

11.05 Independent Contractor

The Contractor is an independent contractor and no agency, joint venture, association, partnership, or employer-employee relationship, express or implied, is created between the City and the Contractor by this Agreement. The duties to be performed and the obligations assumed by the Contractor under this Agreement shall be performed and assumed by it as an independent contractor and not as agent or in any way as representative of the City. In no circumstances shall the Contractor have any authority to represent, contract on behalf of or otherwise bind the City.

11.06 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of British Columbia.

11.07 Amendments

This Agreement may not be modified or amended except with the written consent of both parties.

11.08 Waiver

No consent or waiver, express or implied, by a party to or of any breach or default by the other party shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party hereunder. Failure by a party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned party of its rights hereunder.

11.09 Further Assurances

The parties agree that they will, from time to time, at the reasonable request of either of them, execute and deliver such agreements, contracts, assignments and instruments and take such further action as may be required to accomplish the purposes of this Agreement.

11.10 The Contractor acknowledges that it has had time to review this Agreement and that it fully understands its contents and has had the opportunity of obtaining independent legal advice concerning its interpretation and its effect on it.

11.11 **Successors and Assigns**

This Agreement shall enure to the benefit of and be binding upon the successors and the permitted assigns of the parties hereto.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

The Corporate Seal of the)
CITY OF RICHMOND was hereunto)
affixed in the presence of:)
)
)
)
)
)
)
_____)
MAYOR (Greg Halsey-Brandt))
)
)
)
_____)
CITY CLERK (J. Richard McKenna))

The Corporate Seal of the)
BC SOCIETY FOR THE PREVENTION)
OF CRUELTY TO ANIMALS -)
VANCOUVER REGIONAL BRANCH)
was hereunto affixed in the presence of)
its duly authorized signing officers:)
)
)
)
_____)
)
)
)
_____)
)

SCHEDULE A TO SPCA AGREEMENT PERFORMANCE SPECIFICATIONS

GENERAL CONDITIONS OF AGREEMENT

The general obligations under this Agreement include, but are not limited to the following:

1. To promote public safety with respect to contact with animals of any species.
2. To address all public concerns relating to “noise” and/or “nuisance” caused by animals.
3. To promote and further the cause of the humane treatment of animals within the City.
4. To provide broad-ranging and quality public education in order to facilitate conditions 1 through 3 inclusive.
5. To partner with the City in providing quality dog licencing and animal control services.

DUTIES OF THE CONTRACTOR

The services and work of this Agreement are to be performed at the Contractor’s sole cost and expense and include, but are not necessarily limited to the following:

1. The Contractor will exercise the powers and perform the duties of an Animal Control Officer as specified in the applicable bylaws of the City, at all times, during the term of this Agreement, and without limiting the generality of the foregoing, the Contractor will collect, receive, impound, and hold for claim by the owners or the attendant in care, and dispose of by sale or destruction, unlicensed stray dogs and licensed dogs or other animals, as directed by the City.
2. The Contractor will provide adequate food, water and shelter to all animals under the control of the Contractor.
3. The Contractor will provide labour, materials and equipment, including furnishings and tools, as may from time to time be requested.
4. The Contractor will provide a minimum of three vehicles equipped with two-way radio communication for each, together with a base station, telephone recorder and other in-vehicle equipment as necessary in the performance of Animal Control Services.
5. The Contractor must enforce to the satisfaction of the Manager, Property Use and Administration, all laws, bylaws and regulations of local, provincial and federal authorities, having jurisdiction over the control of animals, and without limitation, provide the following services:
 - (a) taking note of and attending to complaints from the public with respect to nuisance animals, animals running at large or being unlicensed or in contravention of the Animal and Bird Regulation Bylaw or the Dog Licencing Bylaw;
 - (b) patrolling and removing animals running at large on the streets and in public areas by, where deemed necessary by the Contractor:

- (i) impounding such animal; or
 - (ii) issuing a ticket to the owner of the offending animal;
 - (c) providing a Report to Crown Counsel (RTCCs) and supporting evidence to the Manager, Property Use and Administration;
 - (d) attending and giving evidence in Court as required; and
 - (e) maintaining and operating the animal shelter for lost, impounded and unwanted animals.
6. The Contractor is completely responsible for the satisfactory administration and operation of the animal shelter and must pay all operating and maintenance costs for such facility, including electric power, natural gas, supplies and telephone services.
 7. The Contractor must operate and maintain the animal shelter in such a manner as not to create a nuisance to adjoining properties.
 8. The Contractor must keep the animal shelter open to the public for business between the hours of 9:00 a.m. and 6:00 p.m., Monday through Friday, and between the hours of 9:00 a.m. and 5:00 p.m. Saturday and Sunday inclusive, excluding statutory holidays, for the duration of the Term of this Agreement.
 9. The Contractor must provide a level of patrol and impoundment activity satisfactory to the City.
 10. The Contractor must take all reasonable steps necessary to provide adequate security for impounded animals.
 11. The Contractor must, on closing the animal shelter office at the end of the regular business day and statutory holidays, activate the electronic answering system enabling the public to contact the animal shelter and leave non-emergency messages for transcription the next morning and acted upon at the earliest opportunity. The recording tape which acknowledges the phone calls on the answering system must provide a telephone number to contact night emergency personnel.
 12. The Contractor must collect and dispose of the carcass of any animal found dead within the City, sanitize the area in question, and record a description of the dead animal in the animal log and also mark the log "DOA". If the owner can be identified, such owner must be advised without delay, and instructions obtained for disposition of the carcass. If the carcass is in such poor condition to be impracticable to keep it in a cold room, it must be disposed of immediately.
 13. The Contractor must have available transport equipment of sufficient size and capacity to transport large animals, as and when required.
 14. The Contractor must ensure the humane treatment of all animals under its control.
 15. The Contractor must operate and maintain the animal shelter facility in a clean and sanitary condition, and on a daily basis:
 - (a) thoroughly hose and disinfect the pens, runs and other areas;
 - (b) prevent the accumulation of refuse, manure or other noxious material(s);

- (c) feed and water all animals, with special attention to those animals under veterinary supervision; and
 - (d) operate the pathological incinerator with the instructions by the original equipment manufacturer and the Civic Buildings Department of the **City**.
16. The Contractor must provide, at its sole expense, minimum basic first aid, including veterinary care, as soon as practically possible for all sick or injured animals, and must report the situation to the animal's owner as soon as possible.
17. The Contractor must provide for the humane destruction of animals by IV or IP euthanasia in co-operation with a licenced veterinarian or according to the recommendations of the BC Veterinary Medical Association or the BC SPCA Animal Welfare Committee and the proper disposal of the carcass.
18. Every Animal Control Officer must:
- (a) be appropriately trained in public relations and to the high quality standards expected of the City's animal control officers;
 - (b) wear a uniform acceptable to the City identifying them as such; and
 - (c) carry suitable identification cards and present them on demand.
19. Where it is determined by the City of Richmond that an employee of the Contractor is not acting in the best interests of the City, the Contractor will take all necessary steps to correct the matter, including disciplinary action and transfer of the employee where deemed appropriate.
20. The Contractor must keep an accurate record of all business transactions and monies received and paid out in the performance of this Agreement, as specified below. It is agreed that this record keeping may be done in electronic form.
- (a) The "Call Book" is to be used for logging all general complaints. Columns shall be for date, time, name, address, phone number, details of complaint, person assigned, results of investigation and an Animal Control Officer's initials (applied when results entered);
 - (b) The "Found Book" is to be used for recording all animals found, including: date, time, name of party finding animal, address, phone number, description of animal and date found. Any person who finds an animal and calls the animal shelter is to be advised of the problems in returning animals to the owner if the animal is not surrendered to the animal shelter where it can be readily viewed and identified. Also, they are to be advised of the legal problems which can be brought on by the owner if the animal is not surrendered to the animal shelter.
 - (c) The "Animal Log" is to be used for recording all animals surrendered to the animal shelter for adoption, for humane destruction, and those impounded by the animal shelter. The animal log must have separate sections for dogs, cats and livestock, and will include the following information as applicable:
 - (i) the licence number of the dog;
 - (ii) the description – breed, colour, sex, species;
 - (iii) where impounded;
 - (iv) the time and date impounded or delivered to the animal shelter;
 - (v) the name of person impounding or delivering animal to the animal shelter;

- (vi) whether claimed by owner, sold or destroyed;
 - (vii) the date and time claimed by owner, sold or destroyed;
 - (viii) the name, address and telephone number of the new owner when sold;
 - (ix) the licence number assigned to unlicensed dog claimed by the owner or dog sold to the new owner;
 - (x) the amount of impoundment and maintenance fee, paid by the owner claiming animal, together with the receipt number;
 - (xi) the amount of fee charged to the new owner to whom animal sold, together with the receipt number;
 - (xii) the amount of spay/neuter fee paid, together with the receipt number;
 - (xiii) the amount of licence fee paid; and
 - (xiv) the name of the Animal Control Officer releasing the animal.
21. The Contractor must maintain the records in a manner acceptable to the General Manager, Finance & Corporate Services and the Manager, Property Use and Administration. Copies of receipts for impoundment fees, boarding fees, adoption fees and spay/neuter fees must be filed with the General Manager, Finance and Corporate Services and the Manager, Property Use and Administration, monthly, together with all funds collected, and an overall report showing:
- (a) the number and type of complaints received, and complaint resolution;
 - (b) the number of dogs impounded;
 - (c) the number of dogs claimed;
 - (d) the number of dogs sold;
 - (e) the number of dogs destroyed; and
 - (f) the number of other animals impounded.
- The Contractor must, before releasing any dog or other animal to a claimant, ensure that proper and sufficient identification is produced and recorded.
22. The Contractor will be supplied with MTI ticket books, copies of the fine schedules and approved wording to be used when an Animal Control Officer issues MTI tickets. Ticket books will be provided in sufficient quantity for an Animal Control Officer to have a book in their possession at all times. Upon issuing an MTI ticket, all remaining copies of the ticket will be forwarded to the Manager, Property Use & Administration to be entered into a tracking system of the City. In the event that charges are requested, an Animal Control Officer must complete the standard report to Crown Counsel (RTCCs) and provide a basic evidence package to the Manager, Property Use and Administration, responsible for bylaw prosecutions. If the matter proceeds to trial, an Animal Control Officer must appear and give evidence as required as a witness for the Crown.
23. The Contractor must work together with the Information Technology Department of the City to establish, develop, and maintain an electronic Data Information System to record, store and allow the City to electronically access all information relevant to this and any subsequent agreement.
24. The Contractor must collect voluntary penalties for Municipal Ticket Information (MTI) infractions presented at the animal shelter, and appropriately issue receipts.

25. The Contractor must give priority to vicious dog and livestock at large complaints on the understanding that other complaints would be attended to as soon as possible. An Animal Control Officer must interview the person(s) injured or attacked, and obtain a statement from such persons. In the case of juvenile victims, adult witnesses must be interviewed and if possible, a statement taken. The bylaw provisions must be explained to the victim and, if applicable, to the parent or guardian, and action taken to effect a charge against the dog owner after the dog owner has been interviewed and advised of the situation.
26. The Contractor must ensure that proper identification is received for all cheques accepted for animal shelter services. Cheques will not be accepted for impoundment fees or maintenance fees.
27. The Contractor must ensure that patrols are carried out throughout the City, with priority given to investigating complaints already received, and such complaints should be conducted as follows:
 - (a) Any dog on the street or in a public place, excepting those areas posted as designated off-leash areas, must be considered as running at large and may be impounded. If any such dog returns to its property before impoundment can take place, the owner of such dog may be served with a municipal ticket for permitting the dog to run at large;
 - (b) At all times, when an owner is contacted with respect to a dog problem, it must be determined if the dog in question is licenced for the current year, and if not, an MTI ticket for an unlicensed dog may be issued;
 - (c) Current dog licences issued in other jurisdictions prior to an owner taking up residence in the City will be recognized in accordance with the provisions of the Dog Licencing Bylaw of the City;
 - (d) The recording of impounded animals must be undertaken on a vehicle record sheet, at the time each animal is impounded, and must be transferred to the permanent animal log book at the animal shelter as soon as the animals have been delivered there. An Animal Control Officer must record the time, date, and location of impoundment, along with the description and sex of the animal(s). When transferring to the animal shelter log, additional information as to log number entry and pen number must be recorded, along with the name of the Animal Control Officer making the impoundment. An information card must also be completed with all pertinent information shown and will be attached to the pen in which the animal is placed;
 - (e) At the time the dog is found running at large, it is to be checked for a current dog licence. If the dog is licenced, the address of the owner is to be looked up on the computer printout. If the owner lives within one mile of the point of pickup, the Animal Control Officer shall place the animal in the van and may attempt to contact the owner. If the owner is home, such owner may be given the option of claiming his/her dog at the van and accepting a MTI ticket for the dog running at large or claiming it at the animal shelter and paying the impoundment fee.

If the owner is not home or if the owner is more than one mile away from the point of pickup, the animal is to be taken to the animal shelter. In the case where the owner is known, the Animal Control Officer shall attempt to contact the owner by telephone as soon as possible.

In the case where the animal has been returned to the owner in the field, the Animal Control Officer must, upon returning to the animal shelter, record all the information in the animal log showing the animal as "returned to owner in the field", noting the time and location in the field;

- (f) If a dog is found running at large and is not licenced for the current year, it must be taken to the animal shelter. If the owner is known or can be identified, such owner is to be contacted as soon as possible and advised of the circumstances surrounding the impoundment of the dog;
 - (g) In the event that large animals are impounded, and the owner comes forward before transportation is arranged, then such animal may be returned with the acceptance of a bylaw infraction penalty. In the event that transportation has been arranged and cannot be cancelled, and should the owner come forward, the impoundment fee and trucking fee must be paid, otherwise the animal must be removed to the animal shelter where it can be recovered by the owner after payment of the fine and expenses; the transportation after release being the owner's responsibility;
 - (h) Where any dog or animal is impounded with identification as to the owner, i.e. licence tag, name tag, phone number, etc., the owner must be contacted as soon as possible and advised of the location of the animal, the violation and the cost of recovering the said animal from the impoundment. The owner must be further advised that the penalty must be paid in cash, certified cheque or money order;
 - (i) The owner of a dog or animal that has been impounded, on attendance at the animal shelter, is required to identify the animal and prove ownership. At that time the cost of impoundment will be calculated. A check will be made for repeat impoundment and, if applicable, the increased impoundment fee will be charged. This will include the fine for impoundment, the daily maintenance fee, licence fee, if applicable, and in the case of large animals, additional costs such as trucking will be included. The owner, on payment of such charges in cash (licences may be purchased by cheque), and signing an affidavit of ownership will have the animal returned to his possession; any cost of transportation to the owner's property being his responsibility;
 - (j) On return of an animal to the owner, the animal log, showing the date of return, the name, address of the owner and receipt number for the fees collected and the name of the Animal Control Officer releasing the animal, must be completed. In the case of a dog, the licence tag number must also be recorded;
 - (k) Dyke Patrols must be conducted all year round. Additional patrols will be carried out between May 15 and September 15.
28. The Contractor must comply with the following instructions pertaining to the animals surrendered to the animal shelter:
- (a) All animals surrendered to the animal shelter for adoption shall be recorded in the animal log and shall be available for sale without delay, with the exception of vicious dogs;
 - (b) The logging-in of cats brought into the animal shelter for adoption is not required, but their numbers should be tabulated and the sale should take place in the same manner as for dogs;

- (c) All animals surrendered for humane destruction must be logged-in and disposed of with as little delay as possible;
 - (d) All dogs surrendered for adoption and all dogs impounded and not claimed after three calendar days, with the exception of vicious dogs, may be made available for sale to the public and must be logged-out accordingly;
 - (e) The Contractor will make every effort to place all 'adoptable' animals with responsible, caring owners, including by transferring surplus 'adoptable' animals to other animal shelters owned or operated by the Contractor. An 'adoptable' animal is one that is healthy and not vicious;
 - (f) The Contractor must not conduct any business activity at the animal shelter not provided for in this Agreement, without the express permission of the City.
29. In addition, but not limited to, the Contractor must also undertake to perform the following additional services:
- (a) Receive stray, abandoned, or owner-surrendered cats;
 - (b) Respond to injured wildlife complaints;
 - (c) Respond to dangerous wildlife complaints;
 - (d) Enforce barking dog provisions of the applicable City bylaw;
 - (e) Enforce any animal cruelty bylaws that the City Council passes during the term of this Agreement (i.e. exotic animal control bylaw);
 - (f) Ensure that City streets are routinely patrolled every day of the week, excluding statutory holidays;
 - (g) Make its officers available to the Manager, Property Use and Administration on a fee-for-service basis, to enforce other animal-related City bylaws;
 - (h) Ensure that staff are available for emergencies, including dealing with dangerous animals, injured animals or other calls requiring immediate attention, 24 hours a day and 7 days week;
 - (i) Conduct a comprehensive door to door campaign. This campaign shall not begin until March 1st in any given year in order to optimize the initial and second mail-in sales of licences; and ends on or before October 31, of the current year in the term of this Agreement;
 - (j) Provide citizens with the opportunity to cremate household pets and receive ashes back in an appropriate urn on a fee-for-service basis;
 - (k) Provide incineration services to local veterinarians on a fee-for-service basis.

**SCHEDULE B TO SPCA AGREEMENT
MINIMUM SPCA MANPOWER CONTRACT COMMITMENT**

MANPOWER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	TOTAL HOURS
Supervisor	10:00 - 6:00	10:00 - 6:00	10:00 - 6:00	10:00 - 6:00	10:00 - 6:00	--	--	35
Receptionist	10:00 - 6:00	10:00 - 6:00	10:00 - 6:00	10:00 - 6:00	10:00 - 6:00	--	--	35
ACO II	--	--	8:00 - 4:00	8:00 - 4:00	8:00 - 4:00	8:00 - 4:00	8:00 - 4:00	35
ACO II	10:00 - 6:00	10:00 - 6:00	10:00 - 6:00	--	--	9:00 - 5:00	9:00 - 5:00	35
ACO II	8:00 - 4:00	8:00 - 4:00	8:00 - 4:00	8:00 - 4:00	8:00 - 4:00	--	--	35
	10:00 - 6:00	10:00 - 6:00	10:00 - 6:00	10:00 - 6:00	10:00 - 6:00			
ACA	8:00 - 4:00	8:00 - 4:00	--	--	--	9:00 - 5:00	9:00 - 5:00	28
ACA	--	--	--	8:00 - 4:00	8:00 - 4:00	8:00 - 4:00	--	21
Total								224
ACO I May 15 - Sept. 15	6:00 - 2:00 12:00 - 8:00	6:00 - 2:00 12:00 - 8:00	6:00 - 2:00 12:00 - 8:00	6:00 - 2:00 12:00 - 8:00	6:00 - 2:00 12:00 - 8:00	6:00 - 2:00 12:00 - 8:00	6:00 - 2:00 12:00 - 8:00	35

Supervisor – Duties include administrative and supervisory responsibilities, patrols, responding to calls.

Receptionist – Duties include customer service, reception, telephone, dispatch, adoption, receiving and redemption of animals.

ACO II – Duties include patrols, responding to calls, including dogs at large, vicious dogs, barking dogs, rescues and wildlife.

ACA – Primary duties are animal husbandry, including cage/kennel cleaning and filling in for reception and responding to calls as necessary.

ACO I – Primary duties are pro-active bylaw enforcement (patrolling dykes, parks). 7-hour shift, flexible between 0600 and 2000 hours.