

**PHILADELPHIA ANIMAL CARE  
AND CONTROL ASSOCIATION**

**ASSESSMENT OF CONTRACT COMPLIANCE**

**OCTOBER 2008**



# CITY OF PHILADELPHIA

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October 15, 2008

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The City Controller's Office, with the assistance of Nihill & Riedley, P.C., conducted an assessment of the Philadelphia Animal Care and Control Association's (PACCA) compliance with the provisions of its contract with the City of Philadelphia's Department of Public Health for the contract year ended June 30, 2008. A synopsis of the results of the review is provided in the executive summary of the attached Nihill & Riedley report.

The findings and recommendations contained in the report were discussed with PACCA and Department of Public Health officials at an exit conference, and we have included your written responses to the comments as part of the report. However, we have applied no audit procedures to the responses and, accordingly, we express no assurance on them. We believe that the recommendations, if implemented by management, would improve PACCA's compliance with its contract with the city.

We would like to express our thanks to you and your staff for the courtesy and cooperation displayed during the conduct of our work.

Very truly yours,

ALAN BUTKOVITZ  
City Controller

cc: Honorable Michael Nutter, Mayor  
Honorable Anna C. Verna, President  
and Honorable Members of City Council  
Members of the Mayor's Cabinet

**Report of Findings**

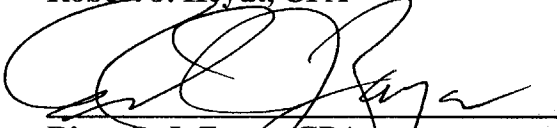
**re:**

**Procedures Performed  
in Connection With the  
City Controller's Review of the  
Philadelphia Animal Care  
and  
Control Association Contract Performance**

**Prepared for the Office of the City Controller  
for the City of Philadelphia**

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October 7, 2008**



**nihill & riedley**  
A Professional Corporation

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ATTACHMENTS



## **I. SCOPE**

We were engaged by the City of Philadelphia Controller's Office to provide assistance to the Controller's Office and its personnel in conducting an "audit" of Philadelphia Animal Care and Control Association's (PACCA) compliance with provisions of its contract with the City of Philadelphia Department of Public Health (the Department) for the contract year that ended June 30, 2008.

The services outlined in our proposal for this engagement included:

- Gathering background information and familiarization with the existing contract between PACCA and the Department;
- Developing an understanding of PACCA's policies and procedures;
- Evaluating policies, procedures and business practices for compliance with the terms and conditions of the contract;
- Reviewing reports and other information relating to the current and historical costs incurred by the City under the contract.

## **II. PROCEDURES PERFORMED**

We have performed the following procedures in connection with this engagement:

- Met with representatives of the Controller's Office;
- Met with representatives of the Health Department responsible for the administration of the contract;
- Visited PACCA's location and met with Tara Derby, the CEO of PACCA, and her staff;
- Met with James McFadden from Philadelphia Health Management Corporation (PHMC);
- Reviewed and tested selected systems and records used or created by PACCA and PHMC to document and report PACCA's activities to the Department of Health as required by the contract; and
- Met with Howard Nelson, the CEO of the Pennsylvania Society for the Prevention of Cruelty to Animals (PSPCA).



### III. EXECUTIVE SUMMARY

On or about July 1, 2005 the City of Philadelphia Public Health Department (Health Department) contracted with Philadelphia Animal Care and Control Association (PACCA), to provide timely and effective animal control services to protect the public from injury and disease caused by animals running at large.<sup>1</sup> This contract has been amended several times to extend the term and increase the total contract amount. At the request of the City of Philadelphia Controller's Office, we conducted this "audit" to determine PACCA's compliance with terms of its contract for the year that ended June 30, 2008.

The contract with PACCA for the fiscal year ending June 30, 2008 outlines 26 functional requirements and 8 financial / administrative requirements. The compensation for providing these services during the fiscal year ended June 30, 2008 was \$2,953,628.

Our audit determined that PACCA did not comply with all of the contract provisions. Specific areas of non-compliance are described below.

- Health Department officials responsible for contract oversight did not have the required read-only access to PACCA's integrated animal control / shelter software package.
- PACCA had no licensed wildlife trapper on staff as required under contract.
- PACCA has not demonstrated satisfactory operation of the independent phone system required by the contract. Software was acquired to track call activity approximately six months into the term of the contract and although it appears that the system is able to handle and log calls with computerized recordkeeping, at the time of fieldwork PACCA had not fully utilized these capabilities.
- Persons currently employed as Animal Control Officers do not meet the formal educational requirements set forth in current position descriptions. While these persons may possess "on-the-job" training and experience, they do not possess the required formal training outlined in the job description, which was developed after persons were hired to perform the functions. PACCA had not provided formal training for Animal Control Officers or field service technicians.

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<sup>1</sup> PACCA has been providing these services for the City since 2002.

- PACCA failed to maintain records for “bite” cases in a manner that allowed efficient assessment of PACCA’s compliance with the ten day holding period required by the contract. Specifically, documentation for “bite” cases was not segregated or separately identified from files for general intakes or outcomes<sup>2</sup> making it difficult to determine whether all “bite” cases had been handled correctly.
- PACCA did not comply with contract provisions relating to the euthanization of animals on all occasions. PACCA acknowledged that due to mistakes some animals were euthanized before reaching the ten-day holding period as required by the contract. Limited testing of the information contained in PACCA’s PetPoint system did not identify any specific exceptions relating to holding periods prescribed by the Pennsylvania Dog Law.<sup>3</sup>
- PACCA did not have a formal program / schedule in place for routine monitoring and enforcement of laws / ordinances governing animal drawn carriages. Documents in PACCA files (consisting primarily of entries in officer logs) evidence sporadic monitoring of these operations that provided no information about conditions, carriage operators observed or the inspection of stables.
- While PACCA maintains an electronic database of all animal related complaints, the format of the database made it impractical to determine whether complaints were being handled within the timeframes required under the contract.
- PACCA’s electronic call and dispatch records do not adequately categorize the nature or priority of the calls in a way that permits a determination whether PACCA was in full compliance with contract requirements or with its internal protocols.
- The enforcement of compliance with animal licensing regulations appeared to have little structure and was largely reactive.
- Monthly reports on key performance measures and service level indicators, which were provided to the Department, were not always accurate. Furthermore, PACCA does not maintain records in a manner

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<sup>2</sup> Intake / outcome files are used to capture documentation relating to animals processed by PACCA. PACCA relies on PetPoint software (a database) as the primary reference for information about the animals that have been in the shelter.

<sup>3</sup> Animals surrendered by owners that are not bite cases may be euthanized at PACCA’s discretion.



that enables efficient confirmation/ corroboration of the information in the reports.

In addition to the items cited above, there were aspects of the contract itself that may be viewed as weaknesses. The City contracted with PACCA to provide animal control, which could be defined in simplest terms as collecting and eliminating the City's unwanted animals, as well as dangerous animals. While also suggesting that PACCA provide humane treatment and make attempts to find adoptive homes, the contract contained little in the way of requirements relating to care. For example, the contract did not include any requirements concerning veterinary care for animals that come under PACCA's control.

PACCA is housed in a City owned building. The physical plant has limited space and does not permit batching of animals based on intake, or the ability to physically separate animals diagnosed with infectious diseases.

Finally, there were certain aspects of PACCA's operations and service that could be improved. These include the format of its policies and procedures and the adequacy of its cash receipts procedures.



#### IV. BACKGROUND

Section 10-102 of the Philadelphia Code (the Code) provides that the Department shall have the primary responsibility for animal control and establishes within the Department a Division of Animal Control. Historically, the animal control function has been overseen by the Vector Control Section.<sup>4</sup> Vector Control also handles issues such as insect (e.g. mosquitoes) and rodent control. The Code states that the Commissioner of the Health Department may “contract out any or all of the duties of the Division of Animal Control.”

Prior to 2002, animal control was handled for the City by the PSPCA. According to Department officials, the PSPCA determined that animal “control” was not consistent with its mission and withdrew from the contract.<sup>5</sup> After giving notice, the PSPCA reportedly continued to provide services for a limited period of time while the Department sought an alternative. Unable to identify a suitable vendor, Department officials decided to establish a vendor to fill the void left by the PSPCA’s departure. PACCA was formed by the Department as a not-for-profit pursuant to Section 501(c)(3) of the Internal Revenue Code in 2002 to respond to the Department’s need for an animal control provider.

PACCA’s Articles of Incorporation (Attachment 1) state,

*“the corporation’s primary purpose is to provide timely and effective animal control services to protect the public health and safety from injury and disease caused by animals running at large. The Corporation will 1) provide a high standard of care to animals no longer wanted by their owners and turned over to the corporation; 2) reduce the stray and unwanted animal population by promoting free or low cost spay and neutering programs; and 3) provide trained staff and other resources necessary for timely response to animal-related needs or problems.”*

Initially, Health Department officials were involved in the day-to-day management of PACCA and served as Board members. Over time, Department officials withdrew from Management and Board involvement to eliminate any perceived conflict of interest. The Health Department continues to have an opportunity for representation on the Board through two ex-officio seats. In 2005, PACCA hired a new CEO (Tara Derby).

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<sup>4</sup> Vector Control has offices in the same building that houses PACCA’s operation.

<sup>5</sup> According to PACCA’s original business plan, the Board of the PSPCA voted in December 2000 to discontinue its relationship with the Department to provide Animal Control Services, but agreed to provide service through FY2002 to allow the Department to transfer the service elsewhere.

PACCA operates from a facility owned by the City of Philadelphia (City). The facility, located at 111 Hunting Park Avenue, was first leased and later purchased by the City. Equipment and vehicles were purchased with funding by the City. Initial site, equipment and budgetary requirements are outlined in the business plan prepared for PACCA (**Attachment 2**). The business plan states,

*“the Department will provide a bare bones program that is responsive to the minimal animal control needs of the City” and “initially the Department will not have the resources to provide the same level of service that the SPCA currently provides.”*

PACCA’s financial statements reflect the following contract revenues:

Period	Amount
<b>Inception 9/30/02 - 6/30/03*</b>	\$ 3,142,628
<b>2004</b>	\$ 2,557,628
<b>2005</b>	\$ 2,657,628
<b>2006</b>	\$ 2,653,628
<b>2007</b>	\$ 2,953,628

\* According to PHMC, contract revenue includes amounts expended by the City to purchase equipment and related start-up costs.

All of PACCA’s contract revenue is derived from the contract with the City of Philadelphia. Historically, PACCA was funded by advancing funds appropriated in connection with the contract. PACCA’s contract for the fiscal year ended June 30, 2008 provides for funding up to a maximum of \$2,953,628 paid on a cost reimbursement basis (**Attachment 3**).<sup>6</sup> PACCA receives payment/ reimbursement pursuant to invoices submitted to the City on a monthly basis (**Attachment 4**).

<sup>6</sup> We are advised that the contract has been extended and the budget has been increased to \$3,099,954 for the fiscal year ended June 30, 2009.

**V. CONTRACT COMPLIANCE FINDINGS**

The Summary of Scope of Services issued as a part of the September 25, 2007 contract Amendment (Attachment 3) reflects functional requirements A through Z, as well as Financial and Administrative Requirements A through H. The following discussion addresses those aspects of the contract where our findings indicate PACCA did not comply, or only partially complied with these requirements together with our recommendations:

**Non-Compliance**

**Requirement R.** - Provider must provide the Department with "Read-Only" access to its integrated animal control / shelter software package.

**Finding** - Health Department officials responsible for contract oversight did not have the required read-only access to these systems.

**Recommendation** – The required read-only access should be enabled.

**Requirement V.** - Provider must have a licensed wildlife trapper on staff in accordance with the regulations of the Pennsylvania Game Commission.

**Finding** – PACCA had no licensed wildlife trapper on staff. At the time we conducted our field work, the Field Services Coordinator was planning to take a test to become licensed.

**Recommendation** – PACCA should take appropriate measures to comply with this requirement.

**Requirement Y.** - Provider must demonstrate the satisfactory operation of an independent phone system to meet the standards of the Department. This system should be able to handle and log calls with computerized recordkeeping.

**Finding** - PACCA did not have the software necessary to log and monitor call activity in place until January 2008, approximately six months into the current contract. Although the new phone system provides computerized recordkeeping of all incoming and outgoing calls, at the time of fieldwork PACCA was not utilizing these capabilities of the system.



**Recommendation** – Department and PACCA should become familiar with the capabilities of the current system’s data and reporting functions. PACCA should also monitor call activity and evaluate responsiveness and customer service against existing contract and internal protocols.

**Partial Compliance**

**Requirement A.** - Provider shall hire and train personnel, including Animal Control Officers.

**Finding** – PACCA’s Animal Control Officers do not meet the minimum formal education qualifications set forth in PACCA’s current job description (**Attachment 5**). These officers were employed prior to the adoption of this job descriptions and PACCA asserts that experience offsets any shortfalls in their formal education qualifications.

Additionally, personnel files do not contain any evidence of ongoing formal training, which we would expect to be a requirement given the nature of this work (i.e. similar to law enforcement). We also observed that the position of Chief Animal Control Officer (**Attachment 6**) was vacant from November 2007 to approximately June 1, 2008, when a qualified candidate was hired to fill the position.

**Recommendation** – In the future, PACCA should ensure that it hires individuals that meet its desired qualifications. It should also develop training programs for its personnel to ensure familiarity with ordinances, protocols for handling of complaints and proactive enforcement measures. Similar training would be useful for field service technicians, including training in proper use of specialized equipment (e.g. ladders).

**Requirement E.** – Provider shall seize, detain, care for, maintain, quarantine and dispose, if necessary, any animal having rabies, or which are suspected of having rabies, or which have bitten a person... for a period of not less than ten days as required by applicable law.

**Finding** – PACCA records were not maintained in a manner that allowed us to confirm compliance with this contract requirement. PACCA’s Chief Operating Officer (COO) acknowledged that in the past there have been mistakes in handling bite cases and some animals have been put to death



before reaching the ten-day holding period.<sup>7</sup> The COO also stated that procedures have been modified to include flagging of the animal kennel / cage by the supervisor / manager authorizing the euthanization and only animals with correct and complete paperwork are to be put-to-death.

Additionally, PACCA has recently revised its protocols for bite cases and handling of rabies specimens (**Attachment 7**). PACCA is required to prepare and forward paperwork to Disease Control upon receiving an animal involved in a bite case or suspected of having rabies (**Attachment 8**). We observed that PACCA does not maintain separate files for bite cases. Consequently, it is difficult to identify bite cases among intake and outcome files in order to determine whether paperwork has been completed and the holding period satisfied.

We performed limited testing of the information contained in PACCA's PetPoint system by viewing records for animals within the system.<sup>8</sup> We did not identify any specific exceptions relating to holding periods for bite case or strays as prescribed by the Pennsylvania Dog Law. Animals surrendered by owners that are not involved in bite cases may be euthanized immediately at PACCA's discretion.

**Recommendation** – PACCA should monitor its revised procedures to ensure that past problems in handling bite cases and premature euthanization of animals under its custody do not re-occur. PACCA should also implement recordkeeping procedures that facilitate confirmation of contract compliance.

**Requirement K.** – Provider shall maintain its premises and equipment in good operating condition and in compliance with applicable law, including sanitary animal holding kennels to house all animals retrieved by the animal control crews and all unwanted animals brought in by citizens of the City.

**Findings** – PACCA operates within physical premises that were provided by the City of Philadelphia in 2002. While we are not qualified to make other than general statements about the operating condition of PACCA's facility, Department officials advised that Pennsylvania Dog Wardens inspected PACCA's facility and although there were no violations relating to health issues, PACCA was cited for cleaning, minor repairs and paint.

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<sup>7</sup> This was addressed in discussions between the Department and PACCA in September 2007 (see Attachment 11).

<sup>8</sup> PetPoint is a web based system provided free of charge to shelters. Detailed electronic records from PetPoint were requested by the Controller's Office, but have not been provided.



**Recommendation** – PACCA should continually monitor its sanitary practices and address problems relating to the building with the Department.

**Requirement O.** - Provider shall monitor and enforce the provisions of laws / ordinances governing animal drawn carriages.

**Finding** – PACCA did not have a formal program / schedule in place for routine monitoring and enforcement of provisions of laws / ordinances governing animal drawn carriages. We observed that PACCA files relating to animal drawn carriages were a collection of miscellaneous documents that did not evidence monitoring of carriage horse operations during the contract period ended June 30, 2008. Other documents in PACCA files (consisting primarily of entries in officer logs) evidence sporadic monitoring of carriage operations that provided no information about conditions, carriage operators observed or the inspection of stables.

In response to this finding, the Controller's Office conducted visual inspections of three City carriage-horse stables to observe the horses and the physical conditions of the stable facilities for safety. For details of the Controller's findings refer to page 17 of this report.

**Recommendation** – PACCA should prepare, execute and document a program of oversight that addresses all aspects of horse drawn carriage operations, including the inspection of stables, licenses, documentation for veterinary care and monitoring of street operations for compliance with applicable regulations.

**Requirement P.** – Provider shall respond to animal related complaints received from the City and / or the Department within forty-eight (48) hours by conducting physical site visits and, respond to those complaints forwarded by the citizens of Philadelphia within five (5) calendar days by conducting physical site visits. A log shall be maintained for inspection by the Department of all animal related complaints received by the provider.

**Finding** – PACCA maintains a log in the form of an electronic database of all animal related complaints it receives. However, the information captured and the format of the database made it impractical to determine whether complaints were being handled within the timeframes required under the contract.



**Recommendation** – PACCA should modify its database of complaints to permit managers, the Department or others to readily determine response times to complaints.

**Requirement Q.** – Provider shall furnish necessary trained and licensed staff, equipment, supplies and animal transport vehicle(s) that would enable Provider to respond within a maximum of two (2) hours except as permitted in writing by the Department, when the response time allowed would be three (3) hours to any animal related emergency, so declared by the Department’s designated representative.

**Other contract requirements, including paragraphs F, G, I and L,** provide for PACCA’s response to requests for services such as capturing strays at the request of the Department, retrieving dead and unwanted animals at the request of citizens and removing animals from the premises of deceased, evicted, hospitalized or incarcerated persons.

**Finding** – Our testing of dispatch records for animal control crews indicated that emergency calls are given the highest priority. PACCA has established protocols for responding to requests for the services described above (Attachment 9), however, its electronic call and dispatch records do not categorize calls according to these protocols in a way that permits an assessment of whether PACCA was in full compliance with the contract requirements or its protocols. Analyses of entries for 3,317 calls received showed the following information regarding the calls:

- 2679 Calls were dispatched
- 326 No dispatch cancelled per caller
- 210 No dispatch cancelled per dispatch
- 16 No dispatch cancelled per supervisor
- 17 Completed or dispatched with no date for dispatch
- 4 Waiting for dispatch
- 65 No Data for call

The 2,679 calls dispatched, were handled within the following time periods:

0 / same Day	1745	65.14%
1 Day	558	20.83%
2 Days	137	5.11%
3 Days	72	2.69%
4 Days	41	1.53%
5 Days	24	0.90%



6 Days	20	0.75%
7 Days	19	0.71%
> 7 Days	35	1.31%
Other	<u>28</u>	1.05%
	2679	100.00%

**Recommendation** – PACCA should revise and standardize its coding of calls to conform with its protocol. This would allow the Department to assess whether PACCA is in full compliance with this contract requirement.

**Requirement U.** – Provider shall enforce and sell, on behalf of the City and/or the Department, the use of animal related licenses pursuant to the instructions of the Department.

**Finding** - The current program for the enforcement of compliance with animal laws / regulations appeared to have little structure, and was largely reactive. Animal control officers enforce the license laws in connection with their investigation of complaints or if violations are observed (i.e. if they encounter unlicensed animals). There is no proactive program of enforcement in place.

**Recommendation** - Steps should be taken to create a proactive environment for enforcement of applicable laws, including laws relating to dog licensing. PACCA should develop a program of compliance.

**Requirement X.** – Provider shall provide a monthly report to the Health Department’s PACCA Contract Manager on the key performance measure and service level indicators (such as, but not limited to animal control activities, monthly intake, and dispositions) as determined to be acceptable by the Department and within the scope of service of the contract.

**Finding** – PACCA provided the Department with a monthly report, however, the report was not always accurate (**Attachment 10**). For example, the “Put-to-Death” (PTD) numbers provided to the Health Department on monthly activity reports for 2007 were incorrect.<sup>9</sup> This situation occurred because data was not entered timely, and review procedures were inadequate to detect the omissions.

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<sup>9</sup> We were also advised that the log for euthanizations is missing for the month of July 2007. This log is used to monitor the use of Sodium Pentobarbital, which is a controlled substance, as well as providing a record of the animals euthanized.

Our observations also indicated that the process to prepare the report is labor intensive because it involves collecting and manually summarizing data from two separate databases (Filemaker and Petpoint). Moreover, reporting functions of both database systems are limited. System generated reports supporting key performance measures and service level indicators shown in the reports were not retained in hard copy.

**Recommendation** – PACCA should prepare and retain reports from its two database systems that will substantiate the accuracy of the monthly report submitted to the Health Department. Moreover, to ensure the accuracy of data entered into its two database systems there should be some efforts to reconcile reported activity with other available records before the reports are issued (e.g. comparison of put-to-death figures to the log for euthanization).

V. **OTHER FINDINGS**

**Observations On Contract Requirements vs. Expectations**

As part of our audit work, we met with Howard Nelson, the CEO of the PSPCA. Mr. Nelson stated that there were aspects of the animal control function that PACCA was either not performing, or was not performing adequately. Nelson said that the PSPCA was receiving and responding to calls that fall within the purview of PACCA's contract with the City. He also described situations involving animals that had been transferred by PACCA to the PSPCA with severe medical conditions. He was of the opinion that these animals should have been euthanized by PACCA rather than prolonging their suffering through transport.

Mr. Nelson explained that he had previously lodged complaints with the Department about PACCA's treatment of animals that come into its custody and care, as well as its failure to deliver services required under the current contract. Mr. Nelson provided the Department with information compiled by the PSPCA in support of these complaints, including photographs of certain animals that were in distress.

Based on the information provided by Nelson, the Department met with PACCA's CEO in September 2007 to discuss these complaints and asked PACCA to develop a plan of corrective action (**Attachment 11**). Tara Derby, PACCA's CEO, responded in detail to the PSPCA's complaints and provided a corrective action plan to the Department in October 2007 (**Attachment 12**). Her response and corrective action plan recognizes some of the shortfalls described above.

**Finding** – The City's contract with PACCA prescribes the minimum requirements for animal control activities, which could be defined in simplest terms as collecting and eliminating the City's unwanted and dangerous animals. A strict interpretation of animal control would differentiate PACCA or any other provider of animal control services from other "rescue" groups.

While specifying certain animal control functions in terms of specific deliverables, the contract also calls for humane treatment, care and disposal of unwanted animals in more vague terms. Other than vague references to humane treatment and disposal – "preferably by adoption", the care component seems to be missing from the current statement of work. For instance, the contract does not contain any requirements that PACCA provide medical / veterinary care or acquire appropriate diagnostic equipment. This omission exposes PACCA to criticism resulting from the public's perception of PACCA's role.

Providing care for unwanted animals in a shelter setting typically involves funding from fees, donations and grants. In this environment, PACCA is in competition with other organizations that provide rescue options. While some shelters may turn animals away when resources are limited, PACCA is contractually required to accept and dispose of animals. The fiscal 2008 contract allocated \$358,226 of the total contract amount (\$2,953,627) to care for animals. This allocation between animal control / care functions was, at best, an attempt to segregate activities that belie the integration of these functions in practice.

Although there are no explicit contractual requirements, PACCA budgeted for two part-time veterinarians and partnered with the University of Pennsylvania's School of Veterinary Medicine to provide veterinary care for animals that came under its control (**Attachment 13**).

**Recommendation** - Unless the City and the Department intend for animal control to be limited to the acceptance and disposal of dangerous and unwanted animals, consideration should be given to modifying the contract to afford the minimum standards of care and deliverables that will support the welfare of animals, including veterinarians and other needed staff, as well as adequate diagnostic and other animal care equipment.

**Finding** – PACCA has been criticized for failing to address chronic problems with conditions such as kennel cough that affect the animals under its care. As noted previously, PACCA operates within physical premises that were provided by the City of Philadelphia. A 2004 inspection of PACCA's premises by Dr. Lesley King and Dr. David Holt disclosed that PACCA's physical plant, and sanitary practices for handling animals were inadequate (**Attachment 14**). For instance, the physical plant, in terms of space and equipment did not permit batching of animals based on intake, or the ability to physically separate animals diagnosed with infectious diseases. While PACCA asserts it has addressed the animal handling and sanitation practices, we can discern no material difference between the physical plant at the time of our observations and that which existed at the time of the 2004 inspection by King and Holt.

**Recommendation** – The Department should consider improvements to the physical plant that would allow PACCA to physically separate animals diagnosed with infectious diseases.



### **Observations About PACCA's Operating Policies and Procedures**

**Finding** - Policies and procedures, or protocols, existed primarily in the form of memoranda. A policy and procedure manual had been prepared in draft, but was not finalized or distributed. PACCA's COO stated that its workload had stymied efforts to standardize and document procedures.

**Recommendation** – PACCA should compile its current protocols, which exist in the form of memoranda into a policies and procedures manual.

### **Observations About PACCA's Cash Receipts Procedures**

**Finding** - PACCA has a standard fee schedule for services, however, fee collection and cash receipt procedures were weak and could not be tested thoroughly without reconstructing PACCA's records. In connection with a customer survey, audit staff from the Controller's office gathered information about payments to PACCA for services. This information was compared to PACCA's intake forms signed by the animal owner and in 12 of 26 cases the forms either reflected no payment or a smaller payment than the amount indicated during the survey (**Attachment 15**).

**Recommendation** - PACCA should implement changes to its cash receipts procedures to ensure that all fees and donations are properly recorded.

### **Observations About PACCA's Operating Effectiveness**

**Finding** – Although our audit objectives focused on contract compliance, we also observed evidence that suggests PACCA may not be functioning as effectively as possible. For example, our review of Monthly Activity Reports (**Attachment 16**) prepared by Animal Control Officers showed that officers perform a variety of other functions, including filling in as dispatchers, drivers or working on trucks. PACCA management has asserted that the union contract<sup>10</sup> has historically prohibited officers from handling service calls alone, which may be a reason for substitution of animal control officers. During on-site visits, we also observed some evidence that absenteeism and related personnel issues are ongoing problems. All these conditions impact PACCA's ability to provide Animal Control crews and perform required services of its contract.

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<sup>10</sup> PACCA rank and file employees are members of AFSCME District Council 33, AFL-CIO.



PACCA management has indicated that its current union contract (**Attachment 17**) provided for a six-month pilot program, which would permit drivers to handle certain types of calls without assistance from another driver / technician. The pilot program could have begun after January 1, 2007, however this was still being negotiated at the time of field work.

**Recommendation** – PACCA should evaluate the impact of using Animal Control Officers to perform functions that fall outside the job duties for which the officers were hired. It should begin the pilot program described in the current union contract permitting drivers to handle calls alone, where appropriate. This should allow PACCA to increase the number of calls and / or reduce response times and ensure continued contract compliance.

## **VII. RESULTS OF ADDITIONAL TESTING AND INQUIRIES BY THE CONTROLLER'S OFFICE**

### **Observations About PACCA's Customer Satisfaction**

**Finding** - Staff from the Controller's Office selected a random sample of 425 incidents from PACCA's dispatch records. They successfully surveyed 154 individuals that had requested services of PACCA. Individuals who responded to the survey answered a series of standard questions concerning areas such as satisfaction, timeliness, and professionalism. Survey respondents were asked to respond by grading each area from 1 (very dissatisfied) to 10 (very satisfied). In the aggregate, 76.7% of respondents rated PACCA at six or above (**Attachment 18**), while 15.6 % gave it the lowest rating.

**Recommendation** – In the future, the Health Department should consider surveying individuals using the services of PACCA or other contracted provider to ensure the level of services being provided is meeting criteria as established by the Department.

### **Observations About PACCA's Monitoring of Horse-Drawn Carriage Operators**

In connection with contract clause O, regarding monitoring of horse-drawn carriage operators, the City Controller's Office staff conducted site observations on June 10, 2008 to determine whether owners of carriage horses in Philadelphia were adhering to Philadelphia Code § 10-108 (2) (b) which prohibits the horses from being used on a public highway, path or street when the temperature is over



91 degrees Fahrenheit. On June 9<sup>th</sup> the temperature in Philadelphia was 98 degrees.

**Finding** - Controller's staff observed no horse-drawn carriages in use.

**Recommendation** – None at the present time.

On June 10, 2008, the Controller's staff also conducted visual inspections of the following three carriage horse stables in Philadelphia:

- Old City Carriage Company (2214 Blair Street)
- Philadelphia Carriage Company (500 N. 13th Street)
- 76 Carriage Company (1119 N. Bodine Street)

Accompanying the Controller's staff was a veterinarian from West Chester, Pennsylvania and two building inspectors from the City's Department of Licenses and Inspections (L&I). The veterinarian focused on stable and medical care conditions of the horses. For stable conditions, the veterinarian observed whether: (1) ventilation and space size were adequate; (2) the stables and stalls appeared clean and dry with sufficient bedding; (3) stable owners removed manure from every stall at least once every 24 hours; and (4) the stable (cleaning) equipment was both available and adequate.

As to medical care conditions, the veterinarian focused on five areas. These included whether: (1) the horses each had a veterinarian; (2) there were too many horses physically located in the stable; (3) copies of individual health certificates signed by a veterinarian were available for inspections; (4) the tack (harness) was adequate; (5) hoof care was adequate; and (6) horses appeared maintained in good health.

L&I inspectors made observations about the safety of the building structures. In particular, they inspected each stable for administrative code, fire code, and property maintenance violations.

**Finding** - For all three carriage companies, the veterinarian was unable to view copies of horse health certificates, but there were no other significant deficiencies observed (**Attachment 19**). Each of the facilities had administrative code (A), fire code, (F) and property maintenance (PM) violations that included, for example, failures to obtain required permits, blocked or locked exit doors, no fire extinguishers, expired fire extinguishers, loose wiring, improper wiring, and improper storing of propane tanks (**Attachment 20**).



**Recommendation** – The Health Department should request that PACCA follow up on the Controller’s Office inability to observe horse health certificates. Additionally, the Department should periodically request that inspectors from the City’s Department of Licenses and Inspections accompany PACCA Animal Control Officers on inspections of the carriage horse stables.



# **ATTACHMENTS**

## Attachment List

<u>Attachment</u>	<u>Description</u>
1	Articles of Incorporation for Philadelphia Animal Care and Control Association
2	Business Plan for Animal Care and Control Association
3	Standard Agreement Amendment to Contract 0620155 dated September 25, 2007
4	January 2008 invoice and attachments submitted by PACCA
5	Statement of Qualifications and Duties –Animal Control Officer
6	Statement of Qualifications and Duties – Chief Animal Control Officer
7	Bite Case Paperwork Protocol and Rabies Specimen Protocol
8	Sample Animal Exposure Case Report and Owner Surrender Agreement
9	General Field Services Response Dispatch and response Priority
10	PACCA/PAWS Monthly Comps_FY08
11	Department of Public Health - PACCA Discussion Items for meeting of September 17, 2007
12	October 8, 2007 letter from Tara Derby to Joseph Cronauer
13	Shelter Animal Medicine PAWS prepared by Michael R. Moyer, V.M.D.
14	Summary of PACCA Visit 11/12/04 by Dr. Lesley King and Dr. David Holt
15	Summary Comparing Receipt Paperwork to Survey Results
16	PACCA Officer's Monthly Activity Report

Attachment List (Cont.)

<b><u>Attachment</u></b>	<b><u>Description</u></b>
17	Agreement dated December 5, 2006 between PACCA and AFSCME Local 488, District Council 33, AFL-CIO
18	Summary of results from Customer Satisfaction Survey
19	Summary of Work Completed by Controller's Office Re: Oversight of Horse Drawn Carriages and Attachments
20	Summary of Inspections of Carriage Operator Stables Conducted by L&I

# ATTACHMENT 1



# PHILADELPHIA ANIMAL CARE AND CONTROL ASSOCIATION

## Board of Directors

Michael G. Lucas  
President

Joe Cronauer  
Vice-President

Carmen Lemmo  
Treasurer

Randall Hirschhorn  
Secretary

June 6, 2002

To Whom It May Concern:

This will certify that the attached copy of the Articles of Incorporation for the Philadelphia Animal Care and Control Association dated January 15, 2002 is a true and correct copy.

Respectfully yours,

Randall B. Hirschhorn  
Secretary of the Board of Directors

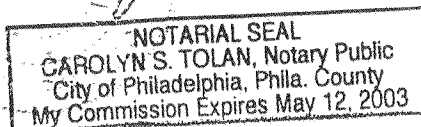
George W. Stem  
Executive Director

Shelter  
111 W. Hunting Park  
Ave  
Philadelphia, PA 19134

Administrative Offices  
321 University Ave.  
Philadelphia, PA 19104

215-685-7489  
215-382-1210.

Sworn to and subscribed before me  
this 6th day of June 2002





JAN 15 2002

Microfilm Number \_\_\_\_\_

Filed with the Department of State on \_\_\_\_\_

Entity Number 3047250

*Kim Haggard*  
Secretary of the Commonwealth

ARTICLES OF INCORPORATION-DOMESTIC NONPROFIT CORPORATION

DSCB:15-5306 (Rev 91)

In compliance with the requirements of 15 Pa.C.S. § 5306 (relating to articles of incorporation), the undersigned, desiring to incorporate a nonprofit corporation, hereby state(s) that:

1. The name of the corporation is: PHILADELPHIA ANIMAL CARE AND CONTROL ASSOCIATION

2. The (a) address of this corporation's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) 321 UNIVERSITY AVENUE PHILADELPHIA PA 19104 PHILADELPHIA  
Number and Street City State Zip County

(b) c/o: \_\_\_\_\_  
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes:  
SEE RIDER A, ATTACHED

4. The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

5. The corporation is organized upon a nonstock basis.

6. (Strike out if inapplicable): The corporation shall have no members.

7. ~~(Strike out if inapplicable): The incorporators constitute a majority of the members of the committee authorized to incorporate: \_\_\_\_\_ by the requisite vote required by the organic law of the association for the amendment of such organic law.~~

8. The name and address, including street and number, if any, of each incorporator is:

Name	Address
<u>E. JANE HIX</u>	<u>321 UNIVERSITY AVE., PHILA., PA 19104</u>
<u>RANDALL B. HIRSCHORN</u>	<u>321 UNIVERSITY AVE., PHILA., PA 19104</u>

9. The specified effective date, if any, is: N/A  
month day year hour, if any

10. Additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet.

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed these Articles of Incorporation this 10<sup>th</sup> day  
of January, 19 2002.

E. Gene Hays  
(Signature)

Randall B. Hirschhorn  
(Signature)

\_\_\_\_\_  
(Signature)

**RIDER A to**  
**Articles of Incorporation**  
**Philadelphia Animal Care and Control Association**  
**Page 1 of 1**

The Corporation is organized and operated exclusively for charitable, educational and scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The corporation shall engage in any and all lawful activities incidental to the forgoing purposes, except as specifically restricted herein. The corporation's primary purpose is to provide timely and effective animal control services to protect the public health and safety from injury and disease caused by animals running at large. The Corporation will 1) provide a high standard of care to animals no longer wanted by their owners and turned over to the corporation; 2) reduce the stray and unwanted animal population by promoting free or low cost spay and neutering programs; and 3) provide trained staff and other resources necessary for the timely response to animal-related needs or problems.

The corporation does not contemplate pecuniary gain or profit, incidental or otherwise. No part of the net earnings of the corporation shall inure to the benefit of or be distributed to any private person; except that reasonable compensation may be paid for services rendered on behalf of the corporation, and no trustee, director or officer of the corporation or any individual shall be entitled to share in any distribution of any of the assets upon its dissolution.

No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation except as may otherwise be permitted in accordance with an election pursuant to section 501(h) of the Code; the corporation shall not directly or indirectly participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office (including the publishing or distributing of statements); nor shall the corporation engage in any activities that are unlawful under applicable federal, state or local laws.

Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Code, or corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under sections 170, 2055, or 2522 of the Code, or corresponding section of any future federal tax code.

~~In the event of dissolution of the corporation, whether voluntary or involuntary or by operation of law, the assets of the corporation (a) shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Code, or corresponding section of any future federal tax code, or (b) shall be distributed to the federal government or to a state or local government for a public purpose, or (c) shall be distributed by a court to another organization to be used in such a manner as in the judgment of the court will best accomplish the general purposes for which the dissolved corporation was organized.~~

**RIDER A to  
Docketing Statement  
Philadelphia Animal Care and Control Association  
Page 1 of 1**

The Corporation is organized and operated exclusively for charitable, educational and scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The corporation shall engage in any and all lawful activities incidental to the forgoing purposes, except as specifically restricted herein. The corporation's primary purpose is to provide timely and effective animal control services to protect the public health and safety from injury and disease caused by animals running at large. The Corporation will 1) provide a high standard of care to animals no longer wanted by their owners and turned over to the corporation; 2) reduce the stray and unwanted animal population by promoting free or low cost spay and neutering programs; and 3) provide trained staff and other resources necessary for the timely response to animal-related needs or problems.

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## PHILADELPHIA ANIMAL CARE AND CONTROL AGENCY

### I. MISSION STATEMENT

- a) Provide adequate, timely, effective, and economical animal control services to protect the health of the residents and visitors to the City of Philadelphia and their pets from injury and disease that is caused or transmitted by domestic or feral animals within the City's boundaries.
- b) Provide a sanitary, well-maintained animal holding facility meeting all applicable laws, statutes, and codes, of sufficient capacity to house all animals retrieved by animal control crews, all stray animals of any species brought in by the citizens of the City of Philadelphia or by any of its agencies, and accept all unwanted animals of any species surrendered by the owner.
- c) Provide well trained, motivated staff, sufficient and appropriate equipment and supplies, and animal transport vehicles necessary to carry out all of the duties associated with the mission of the agency.
- d) Provide the necessary trained staff, equipment, supplies and animal transport vehicles necessary for the timely response to any animal related need or problem declared by the Department of Public Health, the Philadelphia Police and Fire Departments, or the Office of Emergency Services.

### II. DUTIES ASSOCIATED WITH THE MISSION

- a) Capture, transport, keep, detain, hold, destroy, or dispose in the most humane prescribed manner including adoption, any stray animals of any species which are found in public buildings and areas, upon City streets and highways, upon the property of anyone other than the owner of said stray animals, and when in violation of any of the laws of the Commonwealth or the City of Philadelphia.
- b) Collect any unwanted pets of any species from the residential premises of any citizen and convey these animals to the Animal Control Facility for holding and disposition. ~~Retrieve deceased pets from the residential premises of any citizen and dispose of their remains in such a manner as to occasion no public nuisance or violate any laws of the Commonwealth or City ordinances.~~
- c) Capture any confined stray animals at the request of any citizen or employee of the City of Philadelphia at any site within the boundaries of the City of Philadelphia. Safely convey such captured animals to the Animal Control Facility to be held for redemption or disposition made by the Animal Control Facility.
- d) Make disposition of said stray animals, preferably by adoption or placement with other humane organizations, or alternatively by euthanasia by injection in the most humane prescribed manner, if said animals are not redeemed in the manner prescribed by law or City Ordinance.
- e) When animals are euthanized, remove and dispose of their remains in such a manner as to occasion no public nuisance or violate any laws of the Commonwealth or City Ordinance.

- f) Remove animals from the premises of deceased, evicted, hospitalized or incarcerated persons and from burned-out, condemned, vacant or abandoned buildings.
- g) When ordered by The Department of Public Health, capture, hold and/or quarantine, perform euthanasia, and/or decapitate any wild or domestic animal, and provide sample material for laboratory analysis (including, but not limited to the head) for the presence of diseases transmissible to humans.
- h) Monitor and enforce the provisions of Sections 9-402 (Animal Drawn Carriages), 10-107 (Maintenance and Operation of Stables and Horses) and 10-108 (Rental and Carriage Horses) of the Philadelphia Code, and issue citations or orders to enforce the aforementioned sections.
- i) Monitor and enforce the provisions of Section 10-105 (Animals Committing Nuisances) and Section 10-100 (Animals), and issue citations or orders to enforce the aforementioned sections.
- j) Maintain data of activities and furnish in a timely fashion reports on animal management and control services as may be required and specified by the Department of Public Health. Perform other such animal management functions that Animal Control Officers may perform, as allowed by the City's Animal Control Ordinance.
- k) Act as an official selling agent for the Department for the sale of animal licenses. Staff of the Animal Control Facility will release adopted or redeemed dogs only after the proper licensing and vaccinations of said animals by the prospective or current owner.
- l) Implement the schedule of fees developed by the Department for, but not limited to; boarding, redemption, quarantine and other services provided as a result of animal owners committing violations of the Animal Control Ordinances.
- m) Hold for the time specified by law or facility policy all animals brought in or picked up by animal control crews.
- n) Strays not wearing any identification must be held for a period of not less than 48 hours.
- o) Strays wearing a rabies tag, city dog license, tag with owner identification, or having some other form of identification (e.g. a micro chip) must be held for a period not less than 10 days, and efforts must be made to contact the owner.
- p) Owned animals which are surrendered are to be held for at least 24 to 48 hours in case the owner changes his/her mind and wants the animal back (the owner will be charged a fee and be subject to licensing and rabies vaccination requirements).
- q) Maintain records on a computerized database system for each animal intake, its condition, care provided, other information as needed, and its disposition.
- r) Provide a medical evaluation for each animal entering the facility for signs of diseases and conditions transmissible to other animals or staff and provide appropriate treatment.
- s) Provide adequate water, nutritionally appropriate food in quantity adequate for each species, and sanitary housing space of the appropriate size depending on species, for each animal in the facility.

- i) Take reports from owners who have had a pet lost or stolen and maintain these reports on the computer system so that each stray animal brought in can be checked against the lost reports to try to find the owner. Such attempts will be utilized before euthanasia.

# ATTACHMENT 2





# PHILADELPHIA ANIMAL CARE AND CONTROL ASSOCIATION

## Board of Directors

*Michael G. Lucas*  
*President*

*Joe Cronauer*  
*Vice-President*

*Carmen Lemmo*  
*Treasurer*

*Randall Hirschhorn*  
*Secretary*

## **BUSINESS PLAN**

### **FOR**

### **ANIMAL CARE**

### **AND CONTROL**

### **ASSOCIATION**

*George W. Stem*  
*Executive Director*

*Shelter*  
*111 W. Hunting Park*  
*Ave*  
*Philadelphia, PA 19134*

*Administrative Offices*  
*321 University Ave.*  
*Philadelphia, PA 19104*

*215-685-7489*  
*215-382-1210.*

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## ATTACHMENTS

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## I. STATEMENT OF THE ISSUE

On December 13, 2000, the Board of the Pennsylvania Society for the Prevention of Cruelty to Animals (SPCA) voted to discontinue its ongoing relationship with the Department of Public Health (Department) to provide animal control services for the City. The SPCA, however, did agree to continue providing the services through FY2002 in order to allow the Department time to transfer the services elsewhere. The SPCA refused to extend the time for transfer beyond FY2002.

Immediately, Environmental Health Services (EHS) of the Department of Public Health began to search for another vendor to provide these services. Ideally, a vendor would have trained staff, provide adequate facilities, equipment and the necessary resources to conduct a large-scale animal control program. EHS contacted both the Women's Humane Society and the Morris Animal Refuge concerning their availability. These two agencies are the only facilities, other than the SPCA, that have experience dealing with anything close to the volume of services required. Neither agency was able to provide this service. In addition, EHS spoke to other companies listed in the telephone directory that handle animals. These companies also informed EHS that they were not capable of providing the level of required services. Finally, the Health Department met with a local community based organization that specialized in vocational training who asked if they could submit a proposal. The proposal was received in April 2001, and proved to be inadequate to provide the services required by the City.

## II. BACKGROUND ON ANIMAL CONTROL

The management and administration of the contract to capture and control stray animals in the City of Philadelphia was the responsibility of the Philadelphia Police Department until approximately 1982. At that time they requested that the management of the contract be transferred to the Health Department. Once transferred, the contract became the responsibility of EHS to administer.

Historically, two major animal shelters operated within the City of Philadelphia - The Women's Humane Society and the SPCA. EHS alternated the contract for animal control services between these two facilities for the next three years. In 1985, the Women's Humane Society informed EHS that they lacked adequate facilities to shelter the increasing number of animals removed from city streets and to provide the comprehensive services that were required under the contract.

Funding a program of this importance has always been a major concern. Beginning in 1989 Erik Hendricks, Executive Director of the SPCA, indicated that the then current (\$320,000) level of funding was hardly sufficient to provide adequate services and the SPCA was being forced to subsidize the program with its own funds. Only in the last three years was the contract increased to the present \$790,092. The SPCA has continued to subsidize a substantial portion of the program. Attachment I shows the amount spent in 1999 on animal control by the 14 largest U.S. cities.

## III. MISSION

- 1) Provide adequate, timely, effective, and economical animal control services to protect the health of the residents and visitors to the City of Philadelphia and their pets from injury and disease that is caused or transmitted by domestic or feral animals within the City's boundaries;
- 2) Provide a sanitary, well-maintained animal holding facility meeting all applicable laws, statutes, and codes, of sufficient capacity to house all animals retrieved by animal control crews, all stray animals

\* Chang He.

of any species brought in by the citizens of the City of Philadelphia or by any of its agencies, and accept all unwanted animals of any species surrendered by the owner.

- 3) Provide well trained, motivated staff, sufficient and appropriate equipment and supplies, and animal transport vehicles necessary to carry out all of the duties associated with the mission of the agency.
- 4) Provide the necessary trained staff, equipment, supplies and animal transport vehicles necessary for the timely response to any animal related need or problem declared by the Department of Public Health, the Philadelphia Police and Fire Departments, or the Office of Emergency Services.

IV. <sup>Activities</sup> **DUTIES/ASSOCIATED WITH THE MISSION:** *(100% of Corporation's time will be spent conducting these activities)*  
*IN ORDER OF IMPORTANCE:*

- 1) Capture, transport, keep, detain, hold, destroy, or dispose in the most humane prescribed manner-including adoption, any stray animals of any species which are found in public buildings and areas, upon City streets and highways, upon the property of anyone other than the owner of said stray animals, and when in violation of any of the laws of the Commonwealth or the City of Philadelphia.
- 2) Collect any unwanted pets of any species from the residential premises of any citizen and convey these animals to the Animal Control Facility for holding and disposition. Retrieve deceased pets from the residential premises of any citizen and dispose of their remains in such a manner as to occasion no public nuisance or violate any laws of the Commonwealth or City ordinances.
- 3) Capture any confined stray animals at the request of any citizen or employee of the City of Philadelphia at any site within the boundaries of the City of Philadelphia. Safely convey such captured animals to the Animal Control Facility to be held for redemption or disposition made by the Animal Control Facility.
- 4) Make disposition of said stray animals, preferably by adoption or placement with other humane organizations, or alternatively by euthanasia by injection in the most humane prescribed manner, if said animals are not redeemed in the manner prescribed by law or City Ordinance.
- 5) When animals are euthanized, remove and dispose of their remains in such a manner as to occasion no public nuisance or violate any laws of the Commonwealth or City Ordinance.
- 6) Remove animals from the premises of deceased, evicted, hospitalized or incarcerated persons and from burned-out, condemned, vacant or abandoned buildings.
- 7) When ordered by The Department of Public Health, capture, hold and/or quarantine, perform euthanasia, and/or decapitate any wild or domestic animal, and provide sample material for laboratory analysis (including, but not limited to the head) for the presence of diseases transmissible to humans.
- 8) Monitor and enforce the provisions of Sections 9-402 (Animal Drawn Carriages), 10-107 (Maintenance and Operation of Stables and Horses) and 10-108 (Rental and Carriage Horses) of the Philadelphia Code, and issue citations or orders to enforce the aforementioned sections.
- 9) Monitor and enforce the provisions of Section 10-105 (Animals Committing Nuisances) and Section 10-100 (Animals), and issue citations or orders to enforce the aforementioned sections.
- 10) Maintain data of activities and furnish in a timely fashion reports on animal management and control services as may be required and specified by the Department of Public Health. Perform other such

other animal management functions that Animal Control Officers may perform, as allowed by the City's Animal Control Ordinance.

- 11) Act as an official selling agent for the Department for the sale of animal licenses. Staff of the Animal Control Facility will release adopted or redeemed dogs only after the proper licensing and vaccinations of said animals by the prospective or current owner.
- 12) Implement the schedule of fees developed by the Department for, but not limited to; boarding, redemption, quarantine and other services provided as a result of animal owners committing violations of the Animal Control Ordinances.
- 13) Hold for the time specified by law or facility policy all animals brought in or picked up by animal control crews:
  - A. strays not wearing any identification must be held for a period of not less than 48 hours.
  - B. strays wearing a rabies tag, city dog license, tag with owner identification, or having some other form of identification (e.g. a micro chip) must be held for a period not less than 10 days, and efforts must be made to contact the owner.
  - C. owned animals which are surrendered are to be held for at least 24 to 48 hours in case the owner changes his/her mind and wants the animal back ( the owner will be charged a fee and be subject to licensing and rabies vaccination requirements).
- 14) Maintain records on a computerized database system for each animal intake, its condition, care provided, other information as needed, and its disposition.
- 15) Provide a medical evaluation for each animal entering the facility for signs of diseases and conditions transmissible to other animals or staff and provide appropriate treatment.
- 16) Provide adequate water, nutritionally appropriate food in quantity adequate for each species, and sanitary housing space of the appropriate size depending on species, for each animal in the facility.
- 17) Take reports from owners who have had a pet lost or stolen and maintain these reports on the computer system so that each stray animal brought in can be checked against the lost reports to try to find the owner. Such attempts will be utilized before euthanasia.

## V. ASSUMPTIONS FOR THE BUSINESS PLAN

### A. The Department will avoid creating additional City positions.

Although the Department could have set up another unit in EHS to provide animal control activities, it could not have done so without creating additional City positions. Since City employees never provided this service, the Department determined that the salaries, benefits and the extensive process associated with creating Civil Service positions did not justify bringing this service in-house.

With the above in mind, the Department's first assumption is that the program for animal control must be accomplished without creating additional City positions. In the beginning, the program will operate through a contractual relationship with an eye to spinning it off to a not-for-profit stand alone in Year 2 or 3.

**B. The Department will provide a bare bones program that is responsive to the minimal animal control needs of the City.**

Initially, the Department will not have the resources to provide the same level of services that the SPCA currently provides. It will have to pare the program to the minimal needs of the City. Attachment II shows the services provided by the SPCA compared with the services that the Department will provide. One of the reductions in the program that significantly reduces staff requirements is the elimination of the patrolling program that is currently provided. An analysis of the SPCA patrolling program demonstrates that the program picked up just 1,377 of the 20,628 stray animals handled in 2000. The Department believes that it can be responsive to this need by establishing an effective emergency response program with the smaller staff.

**C. The City will pick up between 45,000 and 50,000 animals in the first year of operation.**

In 2000, the SPCA picked up or received 54,706 animals. (See chart on Attachment III). Based upon the expectation that the SPCA will still accept some animals brought to their shelter by the owner, the Department will be required to pick up or receive between 45,000 and 50,000 animals annually. The SPCA has already indicated it will not accept stray animals brought to the shelter by a non-owner. Neither are they going to respond to animals running at large nor strays confined on public or private property. They will no longer respond to an owner whose animal has passed away and needs it removed from the home. They also do not intend to handle wildlife complaints, nor will they continue to do any animal code enforcement.

**VI. FINANCIAL SUMMARY**

Costs for the animal control program for Fiscal Year 2002 are as follows:

	<u>Operating</u>	<u>Capital</u>	<u>Total</u>
<b>Total Cost</b>	\$1,237,921 (Attachment IV)	\$2,395,125 (Attachment V)	\$3,633,046
Less Department CR Funding		<u>512,000</u> (One time only)	<u>512,000</u>
<b>Total Requested</b>	<b>\$1,237,921</b>	<b>\$1,883,125</b>	<b>\$3,121,046</b>

Costs for the animal control program and Vector Control consolidation for Fiscal Year 2003 are as follows:

Operating Costs	\$2,012,063 (Attachment VI)
Less Current Budget Allocation	\$ 790,092
Less Vector Control Rental Costs	<u>\$ 70,800</u>
<b>Total Requested</b>	<b>\$ 1,151,171</b>

## VII. STAFFING

The personnel for the animal control program will be phased in during Fiscal Year 2002 (see Attachment IVA). In order to maintain a facility of the required size, with three shifts per day, seven days per week, a minimum staff of 40 people will be required. By Fiscal Year 2003, all employees will have been hired (see Attachment VIA for a list of the proposed employees and their costs).

Fortunately, employees from the SPCA who have the necessary training and experience in animal control will be available for hire since the SPCA has stated it will reduce its work force immediately following termination of their city contract.

## VIII. HOURS OF OPERATION

Based on 7-day workweek, 365 days of staffing requirements the following schedule of operations is proposed:

### 1. Kennel Staff :

24-hour coverage in the building will be required for maintaining a clean and safe environment.

12 Kennel Custodians will provide the necessary staffing requirements to maintain this goal.

**Shifts Involved:** (3-eight hour schedules)

**8:00 a.m. to 4:30 p.m.:** 8 staff members working a forty-hour week. Each of the 8 members will have 2 off days per week.

**4:00 p.m. to 12:30 a.m.:** 2 staff members working a forty-hour week. Each of the 2 members will have 2 off days per week.

**12:00 a.m. to 8:30 a.m.:** 2 staff members working a forty-hour week. Each of the 2 members will have 2 off days per week. They will also provide coverage for any animal pick up service required by animal control, receive any animals brought to the shelter during these hours and maintain the building.

### 2. Animal Control Crews:

12 Animal Control CrewMembers to cover a 12-hour operational schedule, 7 days a week for animal pick up. (Schedule can be modified to meet requirements)

**8:00 a.m. to 4:30 p.m.:**

2-2 member units to handle any requirements for animals running at large or large (heavy) animal pick up throughout the city.

When assignments allow: a third 2 member unit will be split into 2-1 person units for standard animal pick up services throughout the city.

**12:00 p.m. to 8:30 p.m.:**

2-2 member units to handle any requirements for animals running at large or large (heavy) animal pick up throughout the city.



When assignments allow: a third 2 member unit will be split into 2-1 person units for standard animal pick up services throughout the city.

**3. Euthanasia Technicians:**

2 Technicians required.

1 shift: 8 a.m. to 4:30 p.m.

1 - shift staggered to cover days off and evening requirements.

**4. Clerical Staff:**

Receptionist / Clerk: (4) to provide coverage for a 7-day week, 12 hour operating schedule to provide all data entry, animal redemptions or other clerical duties as needed.

Shifts: 2 - 8 a.m. to 4:30 p.m.

2 -12:00 p.m. to 8:30 p.m.

**5. Accounts Clerk: 1- Working 8:00 a.m. to 4:30 p.m. Monday through Friday.**

**6. Medical Clerk: 1-Same hours as veterinarian, for medical file input and tracking, and to assist the veterinarian.**

**7. Veterinarian: 1, Shift has not been decided yet.**

**8. Utility driver:**

1- working a 40 hour week, shift will be formulated as the proposal progresses, duties will include trash and deceased body disposal, supply pick up and other duties required including animal pick up.

**9. Animal Control Supervisors:**

4 – Performing Code enforcement, building supervision, and any other required duties as needed including substituting for other employees when absent.

Shifts: 2- 8:00 a.m. to 4:30 p.m. (scheduled to cover 7 days a week)

2- 4:00 p.m. to 12:30 a.m. (scheduled to cover 7 days a week).

**10. Animal Control Chief/Operations Mgr.:**

1- 8:00 a.m. to 4:30 p.m. Monday through Friday. On call 24 hours for any emergencies or facility problems. Also performing code enforcement duties, employee and building functions supervision, conduct training programs, and other duties as required.

**11. Administrator:**

1- 8:00 a.m. to 4:30 p.m. Monday through Friday. Provide administrative oversight of personnel and budget, prepare budgets, and act as liaison with the EHS Director and the agency, plus additional duties as required.

**IX. SITE SELECTION**

Currently, the Department has identified a site adequate for both the animal control and vector control programs. Criteria for any site housing several hundred animals, many of whom bark, are:

- Remote from residential areas in order not to create a noise nuisance ;
- Reasonable public accessibility and availability to public transportation ;
- 30,000 square feet in size ; and
- Able to be outfitted consistent with the needs of the programs.

Preliminary estimates of costs to renovate the existing facility, Fluidics Building 4401 Whitaker Avenue, are \$2.395 million. Total direct costs for renovation to the City will depend upon whether the building is purchased or leased.

**X. VEHICLES**

The service will require the acquisition of vehicles as described below. ( It should be noted that the total projected cost of \$327,000 is included in the Operating Cost figure detailed in the Financial Summary) Since the City is attempting to decrease its current fleet, the contract agency could acquire the vehicles, precluding the necessity of increasing the City's fleet.

<u>TYPE</u>	<u>QUANTITY</u>	<u>COST</u>
Truck:      Animal Control	6	\$206, 682.00
Truck:      Dump	1	\$ 40, 000.00
Truck:      Pick-up	1	\$ 20, 318.00
Sedan:      Compact	3	\$ 60, 000.00
<b>TOTAL</b>		<u>\$ 327, 000.00</u>

Specialized vehicles are utilized to transport animals once they are captured or surrendered. Although it may be possible for the contract agency to acquire some fleet resources from the SPCA, it will be necessary to have Fleet Management evaluate these vehicles. Currently, vehicles available from the SPCA have mileage usage ranging from 65,000 to over 100,000 miles and are at least two to three years of age. Moreover, the SPCA has already depreciated these vehicles to the fullest extent allowed by law.

Additionally, the style of vehicles used by the SPCA does not meet current standards. The vehicles are two tiered which requires an officer to reach above his/her head to place or remove an animal. This has resulted in injuries to animals and employees and increases the number of worker compensation claims.

**XI. COMPLIANCE & INSURANCE ISSUES**

Insurance and a business license will have to be purchased at an approximate cost of \$35,300.00. This amount is included under Operating Costs in the Financial Summary

**XII. SOURCES OF FUNDS**

Currently, the transfer of \$790,092 presently being paid to the SPCA is available for the animal control program. That funding is not available however, until the Department takes over the program. In future years, it is anticipated that the program will be able to generate approximately \$30,000 in revenue from several sources, such as donations and reclamation fees. Reclamation fees would include costs associated with holding animals including boarding for the animal as well as medical and vaccination services. In addition, if an animal has to be quarantined, the program could collect revenue for this service.

**XIII. OWNED vs. STRAY ANIMAL COMPARISON: DAILY AND ANNUAL**

( DATA COMPILED FROM SPCA FIGURES FOR YEAR 2000 )

OWNED ANIMALS PICKED UP	11,369
OWNED ANIMALS BROUGHT IN	<u>22,709</u>
<b>SUB-TOTAL</b>	<b>34,078</b>
STRAY ANIMALS PICKED UP	9,386
STRAY ANIMALS BROUGHT IN	<u>11,242</u>
<b>SUB-TOTAL</b>	<b>20,628</b>
<b>TOTAL ANIMALS HANDLED</b>	<b>54,706</b>

ESTIMATED DAILY ANIMAL INTAKE: 150\*

( \* DAILY AVERAGE BASED ON TOTAL NUMBER OF ANIMALS HANDLED  
DIVIDED BY 365 DAYS )

**XIV. EXPLANATION OF SPACE ALLOCATION FOR ANIMAL CONTROL**

1. Waiting and Reception area:
  - a. Animals brought into the building by anyone other than the animal control staff will be processed into the building starting at this point by being surrendered to a kennel worker and a case file started by the clerical staff in the reception area.
  - b. Owners wanting to reclaim a lost or surrendered pet will complete any needed paperwork or release forms and pay any fees involved before the animal will be released to them.
  - c. Anyone wanting to leave a lost report describing the pet and then checking the kennel area for the type of pet they described lost or stolen will start from here.
  - d. An closed off section has been set aside in this area for temporary holding of animals that may be brought in by the public or Police after-hours.

2. Office (1-person) for the administrator of the facility.
3. Office (2-person) for clerical staff (data entry, phone reception, etc.)
4. Computer server room with one partitioned area for the Accounts Clerk.
5. Bird and small mammal room will have 16 assorted portable cages able to house 4 birds, and 12 assorted small mammal cages able to house rabbits, hamsters, gerbils, ferrets, etc.
6. Reptile room will have 15 aquariums of assorted sizes to house any type of snake, lizard, alligators, Cayman or other type of reptilian animals found or surrendered.
7. Cat and kitten room will be able to house 91 cats of various size and age.
8. Puppy and small dog room will have a total of 58 cages to house puppies and small breed dogs unable to be housed in the main kennel area maintained for medium to large dogs.
9. Examination room where each animal will be prescreened for medical conditions before placement into the facility's animal areas. The room will have 12 cages in 2 - 6 cage rolling bank units able to house incoming animals until a veterinarian or technician screens them. This area can also be used to hold animals coming in overnight to be processed in after a medical evaluation has been completed.
10. Quarantine room to house bite case animals will have 14 cages.
11. Isolation room will have 9 cages to hold sick stray animals that are not suffering (mandated by state law to treat and hold unless the animal is severely injured and suffering or dying) not less than 48 hours for owner to redeem.
12. Medium to large dog kennels will house 119 dogs, of which 20 cages are allocated to hold bite case dogs or aggressive dogs and/or special hold dogs.
13. Two storage areas in the outside shed building can be easily converted into stalls to hold any type of horse or other farm or non-domesticated animals seized, turned in or surrendered to the facility. When not in use for animal containment, these two areas will be used as extra storage space or holding area for equipment.
14. Touch down area is where all field service personnel and technicians will have work stations to receive assignments, download, and complete paperwork, and enter work data into the electronic system.
15. Offices for the operations manager and the kennel veterinarian and medical clerk to conduct their officework.
16. Conference room to hold all in-service training for staff members, groups of school students, board meetings, and meetings with other organizations.
17. Euthanasia room where animals will be given a lethal injection.
18. Walk-in refrigerated storage unit where the remains of euthanized animals will be held until proper disposal is made.

19. Food preparation and laundry room are located as close as possible to the main kennel area as well as the smaller animal holding rooms.
20. Equipment and storage room (small room) for kennel supplies is located as close to the animal holding areas as possible.
21. Large storage room for food and other materials.

**XV. JUSTIFICATION FOR CAGES AND KENNELS**

The basis of the space planner's layout is the requirements set forth in Title VII. Agriculture Part II. Dog Enforcement Bureau, Chapter 21, General Provisions; Kennels; and the Dog Law. Act of 1982 P.L. 784 no. 225 Section 206. (Kennels)

**CAGES AND KENNELS REQUIRED FOR ANIMAL CONTROL PROGRAM**  
(Data compiled from SPCA figures for the year 2000)

Breed or Species	Total Number of Animals Requiring Holding Space
Dogs	16123
Puppies	5696
Cats	19199
Kittens	8480
Horses	28
Pigs	120
Sheep	34
Emus	28 (large Ostrich like bird)
Goats	129
Monkeys	8
Birds	203 (various Psittacine birds, parrots, canaries, love birds)
Rabbits	228
Hamster	267
Guinea Pigs	111
Gerbils	292
Chinchillas	19
Ferrets	187
Turtles	297
Iguana	82
Monitor Lizards	16
Misc. Small Lizards	131
Fish	11 (removed from an eviction)
Snakes	204
Alligators	46
Cayman	33
Tarantula Spiders	36
Frogs	84
Wild Life (raccoons, opossums, bats, etc.)	2614
<b>TOTAL</b>	<b>54,706</b>

## **XVI. STATE LAW REQUIREMENTS FOR HOLDING TIME**

As stated in Section IV, stray animals with no identification must be held a minimum of 48 hours, stray animals with some type of identification (City license, rabies tag, owner's tag, micro-chip) must be held a minimum of 10 days while attempts are made to contact the owner.

## **XVII. DIVISION OF DUTIES BETWEEN SPCA AND THE CITY**

**SPCA will perform only those services associated with its "animal welfare" mission:**

- A) Investigation of cruelty cases under Pa Law 5511 (e.g. dog or rooster fighting),
- B) Emergency rescue services of animals injured on the public streets and highways,
- C) Take in owned but unwanted animals that meet their criteria (young, healthy, adoptable disposition--SPCA has informed us they will refer all others to the City's facility),
- D) Perform low/no cost neutering and spaying,
- E) Provide low cost veterinarian care (outpatient only),
- F) Animal adoption services,
- G) Educational sessions for schools and camps on proper care of domestic animals and reasons for spaying/neutering their pets.

**The City will provide the following services:**

- A) Seize, transport, hold, and destroy confined strays,
- B) Quarantine animals in bite cases and/or suspected of rabies,
- C) Pick up dead pets,
- D) Accept all unwanted animals,
- E) Remove animals from buildings,
- F) Inspect carriage, boarding, and rental horse stables,
- G) Enforce pet shops for sale of illegal (i.e. dangerous) animals,
- H) Enforce the Animal Control Ordinance and various City codes regarding animals (e.g. excessive numbers of animals in a home, unsanitary conditions),
- I) Remove animal heads for rabies analysis,
- J) Provide adoption services-- limited during first year,
- K) Sell dog licenses.

**Additional Notes:**

- 1) Since the SPCA will no longer accept strays or unwanted pets (unless they meet the criteria mentioned above), of the approximately 54,000 strays or unwanted pets accepted by the SPCA in 2000, only approximately 10,000 will be accepted by the SPCA after 7/1/2002. The remaining 44,000 (or more) animals will have to be handled by the City's facility.
- 2) After June 30, 2002, the SPCA will accept only those animals that meet their criteria. Therefore, there will be no need to transfer animals from the SPCA to the City.

## **XVIII. SPACE NEEDS FOR VECTOR CONTROL**

To carry out the duties associated with the animal management contract, the SPCA employs over 100 staff. The Department proposes to conduct essential services as described previously with just 40 staff. In order to accomplish this, it will be necessary to utilize some staff services from the Vector Control Services unit (VCS). For example, the clerical, building

maintenance, administrative and animal management staff from VCS will assist with the Animal Control Facility on an as-needed basis.

Vector Control services provides abatement, inspection, and community educational services for rats, mice, mosquitoes, cockroaches and other insects of public health significance. In addition, to servicing nearly 9000 rat complaints annually, approximately 1000 animal bites are investigated to determine whether the biting animal may have rabies. To carry out these services, a staff of 35 permanent and 10-12 seasonal staff are needed.

By reducing workspace per employee to a minimum for both animal control and vector control, both can be accommodated in the site now under consideration. In addition, by locating the Vector Control Services at the Animal Control Facility at the Whitaker and Hunting Park Avenue site, a cost saving of \$ 70,800 is achieved. This is the amount currently paid by the Department to lease and maintain the privately owned building at 1953 W. Indiana Avenue for Vector Control Services.

ATTACHMENT I  
 CALENDAR YEAR 1999  
 COMPARISON OF SPENDING ON ANIMAL CONTROL  
 BY 14 LARGEST CITIES IN THE UNITED STATES

CENSUS RANK	CITY	POPULATION	SQUARE MILES	ANIMAL CONTROL BUDGET	PER CAP.
1	New York, NY	8,008,278	3098	\$ 15,000,000	\$ 1.87
2	Los Angeles, CA	3,694,820	4693	18,600,000	5.03
3	Chicago, IL	2,896,016	2272	2,800,000	0.97
4	Houston, TX	1,953,631	5399	3,250,000	1.66
5	Philadelphia, PA	1,517,550	1351	790,000	0.66
6	Phoenix, AZ	1,321,045	4199	6,056,302	4.59
7	San Diego, CA	1,223,400	324	3,547,610	2.90
8	Dallas, TX	1,188,580	3424	2,858,705	2.41
9	San Antonio, TX	1,144,646	333	2,900,000	2.53
10	Detroit, MI	951,270	1387	1,400,000	1.47
11	Baltimore, MD	736,014	808	1,750,000	2.38
12	Indianapolis, IN	731,327	3617	1,000,000	1.37
13	San Francisco, CA	723,959	467	2,855,547	3.94
14	Jacksonville, FL	635,230	7587	2,300,000	3.62



ATTACHMENT II  
COMPARISON OF ANIMAL CONTROL SERVICES

SERVICE #	BRIEF DESCRIPTION*	SPCA PROVIDED CONTRACT SERVICE	NEW AC AGENCY SERVICE
1	Seize, transport, hold, and destroy confined strays	X	X
2	Quarantine animals	X	X
3	Pick up dead pets	X	X
4	Pick up unwanted pets	X	X
5	Perform routine patrols to seize strays	X	
6	Provide uniformed employees	X	X
7	Provide and maintain kennels	X	X
8	Accept unwanted animals	X	X
9	Remove animals from buildings	X	X
10	Inspect carriage horses/stables	X	X
11	Enforce Animal Noise Code	X	X
12	Remove animal heads for analysis	X	X
13	Maintain data & provide reports	X	X
14	Sponsor free rabies clinics	X	
15	Provide low/no cost neutering	X	
16	Provide adoption program	X	Limited in 1 <sup>st</sup> year
17	Enforce Animal Control Ordinance	X	X
18	Sell dog licenses	X	X
19	Charge fees for services	X	X

ATTACHMENT III

NUMBER OF ANIMALS PICKED UP BY SPCA

CALENDAR YEARS 2000 AND 2001(1<sup>st</sup> half)

CATEGORY	2000	2001 (1 <sup>st</sup> Half)
STRAYS RUNNING-AT-LARGE	1377	755
STRAYS PICKED UP (not running-at-large)	7244	4821
STRAYS TURNED IN	10375	7105
OWNED ANIMALS PICKED UP	11369	7948
OWNED ANIMALS TURNED IN	22709	10657
MISCELLANEOUS STRAYS PICKED UP *	765	637
<u>MISCELLANEOUS STRAYS TURNED IN *</u>	<u>867</u>	<u>435</u>
TOTAL	54706	32358

( \* Miscellaneous strays are species other than canine or feline )

**ATTACHMENT IV**

**ESTIMATED ANIMAL CONTROL BUDGET - START-UP COSTS  
FISCAL YEAR 2002**

<b>OPERATING COSTS</b>		
<b>Personnel Cost</b>	(see attachment IV-A)	<del>254,833</del>
<b>Contractual Services</b>	(see attachment IV-B)	44,800
<b>Animal Control Equipment, Caging &amp; Supplies, Vehicles</b>	(see attachment IV-C)	938,289
Animal Control Equipment	(see attachment IV-C)	20,780
Caging Equipment	(see attachment IV-C)	243,488
Kennel Equipment (Food & Kennel Supplies)	(see attachment IV-C)	176,270
Examination Room	(see attachment IV-C)	25,850
Waiting Room & Office	(see attachment IV-C)	70,250
Communication & Telephone Servi	(see attachment IV-C)	10,000
Furniture-General	(see attachment IV-D)	64,650
Vehicles	(see narrative Section VII)	327,000
	<b>Sub Total Operating Costs</b>	<b>1,237,921</b>
	<b>CAPITAL COSTS</b>	<b>2,395,125</b>
<b>TOTAL</b>		<b>3,633,046</b>

*Developer*

ATTACHMENT IV-A  
 ANIMAL CONTROL PERSONNEL BUDGET- START-UP COSTS  
 FISCAL YEAR 2002

PERSONNEL-ONLY

TITLE	# OF POSITIONS	SALARY	02 START DATE	FY 02 MONTHS	FY 02 SALARY	FY 02 BENEFITS	FY 02 COSTS/EMP.	FY 02 COSTS/TITLE
Animal Control Administrator	1	\$65,369	FY 2003	0	\$65,369	\$19,611	\$84,980	\$0
Animal Control Operations Mgr.	1	\$43,715	01-Jul-01	12	\$43,715	\$13,115	\$56,830	\$56,829.50
Animal Control Supervisors	4	\$31,149	<del>01-May-02</del> 4/6/1/02	2	\$5,191.50	\$1,557	\$6,749	\$26,995.80
Animal Control Technicians	12	\$28,048	01-May-02	2	\$4,674.67	\$1,402	\$6,077	\$72,924.80
Euthanasia Technicians	2	\$27,213	01-May-02	2	\$4,535.50	\$1,361	\$5,896	\$11,792.30
Kennel Custodians	12	\$22,847	01-May-02	2	\$3,807.83	\$1,142	\$4,950	\$59,402.20
Receptionist/Clerk	4	\$21,812	01-Jun-02	1	\$1,817.67	\$545	\$2,363	\$9,451.87
Account Clerk	1	\$26,379	01-Jun-02	1	\$2,198.25	\$659	\$2,858	\$2,857.73
Medical Vet. Intake Clerk	1	\$21,812	01-Jun-02	1	\$1,817.67	\$545	\$2,363	\$2,362.97
Veterinarian	1	\$60,000	01-Jun-02	1	\$5,000.00	\$1,500	\$6,500	\$6,500.00
Utility Driver	1	\$26,379	01-May-02	2	\$4,396.50	\$1,319	\$5,715	\$5,715.45

@ 2970

Employee Totals 40

FY '02 Personnel Cost Totals

\$254,833

A-5

ATTACHMENT IV-B

ANIMAL CONTROL BUDGET START-UP COSTS  
FISCAL YEAR 2002

CONTRACTED SERVICE	Total
Management Expenses (est.)	\$3,500
Insurance - Vehicles	7,000
Insurance - Building, fire, Theft	18,000
Professional Liability Insurance	10,300
Mobile Communication Services	6,000
<b>TOTAL</b>	<b>\$44,800</b>

## ATTACHMENT VI

### ESTIMATED ANIMAL CONTROL BUDGET

FISCAL YEAR 2003

#### Operating costs

Personnel Cost*		\$1,456,863
<b>Contractual Costs</b>		
Leasing Expenses	45000	
Management Expenses	10000	
Telephone Service (land lines)	35000	
Vehicle Insurance	42000	
Landfill Contract	16000	
Computer Services Contract	10000	
Mobile Communication Service	34000	
Utility Cost	18000	
Water & Sewage	15000	
Education & Training	15000	
Fleet Management Expenses	5000	
General Liability (Fire & Theft Insurance)	18000	
Professional Liability Insurance	10300	
Bank Fees PAACA Accounts	3000	
Sub total		\$276,300
<b>Equipment and Supplies</b>		
Kennel Expenses (food, supplies)	86500	
Office Supplies	12000	
Automotive Fuel Cost	80000	
Uniforms & Coveralls	4000	
Equipment Replacement	4000	
Medical & Euthanasia Supplies	27000	
Vehicle Depreciation (five year)	65400	
Sub total		\$278,900
<b>TOTAL</b>		<b>\$2,012,063</b>
current budget allocation allowance		-790092
less Vector building costs		-70800
<b>GRAND TOTAL</b>		<b>\$1,151,171</b>

**Part II** Activities and Operational Information (Continued)

4 Give the following information about the organization's governing body:

a Names, addresses, and titles of officers, directors, trustees, etc.	b Annual compensation
MICHAEL G. LUCAS, PRESIDENT CITY OF PHILADELPHIA	-0-
JOSEPH CRONAUER, VICE PRESIDENT CITY OF PHILADELPHIA	-0-
CARMEN LEMMO, TREASURER CITY OF PHILADELPHIA	-0-
RANDALL B. HIRSCHHORN, SECRETARY CITY OF PHILADELPHIA	-0-

c Do any of the above persons serve as members of the governing body by reason of being public officials or being appointed by public officials?  Yes  No  
 If "Yes," name those persons and explain the basis of their selection or appointment.

**ALL FOUR DIRECTORS/OFFICERS LISTED ABOVE ARE MEMBERS OF THE GOVERNING BODY BY REASON OF BEING NON-ELECTED PUBLIC OFFICIALS OF THE CONTRACTOR: THE DEPARTMENT OF PUBLIC HEALTH.**

d Are any members of the organization's governing body "disqualified persons" with respect to the organization (other than by reason of being a member of the governing body) or do any of the members have either a business or family relationship with "disqualified persons"? (See Specific Instructions for Part II, Line 4d, on page 3.)  Yes  No  
 If "Yes," explain.

5 Does the organization control or is it controlled by any other organization?  Yes  No  
 Is the organization the outgrowth of (or successor to) another organization, or does it have a special relationship with another organization by reason of interlocking directorates or other factors?  Yes  No  
 If either of these questions is answered "Yes," explain.

6 Does or will the organization directly or indirectly engage in any of the following transactions with any political organization or other exempt organization (other than a 501(c)(3) organization): (a) grants; (b) purchases or sales of assets; (c) rental of facilities or equipment; (d) loans or loan guarantees; (e) reimbursement arrangements; (f) performance of services, membership, or fundraising solicitations; or (g) sharing of facilities, equipment, mailing lists or other assets, or paid employees?  Yes  No  
 If "Yes," explain fully and identify the other organizations involved.

7 Is the organization financially accountable to any other organization?  Yes  No  
 If "Yes," explain and identify the other organization. Include details concerning accountability or attach copies of reports if any have been submitted.

**CITY OF PHILADELPHIA - PRIMARILY SUPPORTS ORGANIZATION VIA A CONTRACT FOR SERVICES.**

**Part II** Activities and Operational Information (Continued)

8 What assets does the organization have that are used in the performance of its exempt function? (Do not include property producing investment income.) If any assets are not fully operational, explain their status, what additional steps remain to be completed, and when such final steps will be taken. If none, indicate "N/A."

**LEASES BUILDING AND BUYS EQUIPMENT TO CONDUCT ACTIVITIES.**

9 Will the organization be the beneficiary of tax-exempt bond financing within the next 2 years?  Yes  No

10a Will any of the organization's facilities or operations be managed by another organization or individual under a contractual agreement? **PHMC - SEE ATTACHED LETTER OF 12/21/01**  Yes  No

b Is the organization a party to any leases?  Yes  No

If either of these questions is answered "Yes," attach a copy of the contracts and explain the relationship between the applicant and the other parties. **SEE ATTACHED COPY OF "LEASE AND OPTION TO PURCHASE"**

11 Is the organization a membership organization?  Yes  No  
If "Yes," complete the following:

a Describe the organization's membership requirements and attach a schedule of membership fees and dues.

**N/A**

b Describe the organization's present and proposed efforts to attract members and attach a copy of any descriptive literature or promotional material used for this purpose.

**N/A**

c What benefits do (or will) the members receive in exchange for their payment of dues?

**N/A**

12a If the organization provides benefits, services, or products, are the recipients required, or will they be required, to pay for them?  N/A  Yes  No  
If "Yes," explain how the charges are determined and attach a copy of the current fee schedule.

**MODEST FEES WILL BE CHARGED FOR CERTAIN SERVICES.**

**A FEE SCHEDULE WILL BE USED IN ASSESSING FEES.**

b Does or will the organization limit its benefits, services, or products to specific individuals or classes of individuals?  N/A  Yes  No

If "Yes," explain how the recipients or beneficiaries are or will be selected.

13 Does or will the organization attempt to influence legislation?  Yes  No  
If "Yes," explain. Also, give an estimate of the percentage of the organization's time and funds that it devotes or plans to devote to this activity.

14 Does or will the organization intervene in any way in political campaigns, including the publication or distribution of statements?  Yes  No  
If "Yes," explain fully.



# ATTACHMENT 3

Contract Number 0620155-03  
Contract Number 0620155-02  
Contract Number 0620155-01  
Original Contract Number 0620155

City of Philadelphia  
Department of Public Health  
Environmental Health Services

## STANDARD AMENDMENT AGREEMENT

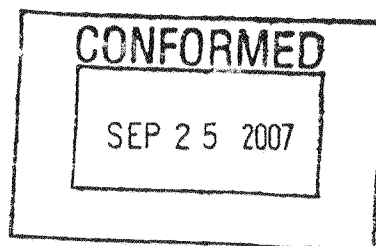
THIS STANDARD AMENDMENT AGREEMENT ("Amendment Agreement") is made as of this *25<sup>th</sup>* day of *September* 2007, and effective the first day of July 1, 2007 (the "Effective Date") by and between the City of Philadelphia ("the City"), by and through its Department of Public Health ("Department"), and Philadelphia Animal Care and Control Association ("Provider"), a Pennsylvania nonprofit corporation with its principal place of business at 111 West Hunting Park Avenue, Philadelphia PA, 19140.

### BACKGROUND

The City and Provider entered into a certain Contract, Contract Number 0620155, dated July 1, 2005, which includes the General Provisions, the Provider Agreement and any and all exhibits and attachments thereto (collectively, the "Base Contract"), wherein Provider agreed to render various Services to the City in accordance therewith; and

The City and Provider entered into a certain Contract, Contract Number 0620155-01 for the period January 1, 2006 to June 30, 2006; 0620155-02, for the period July 1, 2006 to June 30, 2007 and

It is necessary to increase the amount of compensation payable under the Base Contract by **TWO MILLION NINE HUNDRED FIFTY THREE THOUSAND SIX HUNDRED AND TWENTY EIGHT DOLLARS (\$2,953,628.00)**, in order for Provider to continue to render the Services and provide the Materials specified in the Base Contract, as amended, as set forth herein.



The City and Provider have agreed to amend certain terms and conditions of the Base Contract, as amended, as set forth herein.

In consideration of the mutual obligations set forth herein, and each intending to be legally bound, the City and Provider covenant and agree as of the Effective Date as follows:

#### ARTICLE I: AMENDMENTS TO THE CONTRACT

With the exception of the following amendments set forth in this Amendment Agreement, and subject to councilmanic appropriation of funds, the terms and conditions of the Base Contract shall be and remain in full force and effect:

##### 1.1 Definitions.

a. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Base Contract, as amended.

##### 1.2 Term.

The Base Contract, as amended, is amended to add an Additional Term commencing July 1, 2007 and expires June 30, 2008.

##### 1.3 Services.

Section 3.1 of the Base Contract, as amended, is amended in accordance with the Exhibits listed below, which are attached to this Amendment Agreement and incorporated in the Contract by reference.

(a) S.A.A.-1: FY 08 Scope of Services

1.4 **Compensation.**

As compensation for the Services and Materials being provided under this Contract, the City covenants and agrees to increase the amount of compensation payable to Provider by **TWO MILLION NINE HUNDRED FIFTY THREE THOUSAND SIX HUNDRED AND TWENTY EIGHT DOLLARS (\$2,953,628.00)**. Therefore, as of the Effective Date, the last sentence of Section 4.1 of the Base Contract is amended to read as follows:

“Notwithstanding anything in this Contract to the contrary, in no event shall the amount certified by the Finance Department for Services and Materials during the Initial Term, as amended, including this Amendment Agreement, exceed **EIGHT MILLION FIVE HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED AND EIGHTY FOUR DOLLARS (\$8,564,884.00)**.” The manner of payment shall be as set forth in Section 4.2 (Manner of Payment) of the Base Contract.

1.5 **Section 1.5: Section 1.5 Intentionally Deleted**

1.6 **Other Amendments.**

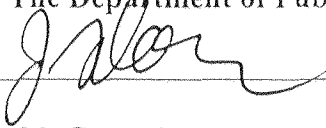
Sections 4.1 and 4.2 of the Base Contract, are amended in accordance with the Exhibits listed below, which are attached to this Amendment Agreement and incorporated in the Base Contract, as amended, by reference.

- (a) Exhibit S.A.A.-2: FY 08 Contract Budget
- (b) Exhibit S.A.A.-2a: FY 08 Contract Budget Addendum
- (c) Exhibit S.A.A.-3: FY 08 Payment Plan

IN WITNESS WHEREOF, the Parties, intending to be legally bound by all of the Contract Documents, have caused this Amendment Agreement to be executed by their respective duly authorized officers as of the date in the heading of this Amendment Agreement.

**THE CITY OF PHILADELPHIA**

Through: The Department of Public Health

By: 

Title: Health Commissioner

APPROVED AS TO FORM  
ROMULO L. DIAZ, JR., CITY SOLICITOR

Per 

[Insert Attorney Title]

*Divisional Deputy City Solicitor*

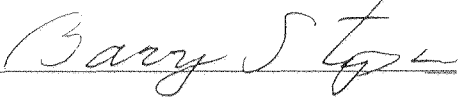
CORPORATE SEAL:

**PROVIDER**

By: 

Title: President

President or Vice-President

Attest: 

Title: TREASURER

(Ass't) Secretary or (Ass't) Treasurer

**EXHIBIT SAA-1**  
**PHILADELPHIA ANIMAL CARE AND CONTROL ASSOCIATION**  
**City of Philadelphia Health Department Contract**  
**Contract # 0620155-03**  
**FY08 Scope of Services Amendment**  
**SCOPE OF SERVICES**  
**July 1, 2007 – June 30, 2008**

- A. Provider shall hire and train all Animal Control personnel (herein referred to as "Personnel"), including Animal Control Officers, as defined in Title 10, Regulation of Individual Conduct and Activity, Chapter 10-100, Animals, of the Philadelphia Code (see attachment). The Provider shall purchase equipment, supplies and transport vehicle(s) necessary to capture, convey, keep, detain, hold, euthanize, or dispose in the most humane prescribed manner any animals which are running at large in public areas, on City property, including streets and highways, and on private property other than the property of the owner of the animal when in violation of applicable Law.
- B. Provider shall provide safe conveyance of the captured animals to Provider's premises to be held for redemption, adoption or euthanization by the most humane means in accordance with the Laws and Ordinances of the Commonwealth of Pennsylvania and the City of Philadelphia.
- C. Provider shall insure if any animal which is running at large is not redeemed in the manner prescribed by Title 10, Chapter 10-100 of the Philadelphia Code (herein referred to as "Ordinance"), that stray animal is disposed of, preferably by adoption, otherwise, by euthanization via the prescribed most humane means. If the animals are so euthanized, remains shall be removed and disposed of in such manner as to cause no public nuisance or violations of applicable Law.
- D. Provider shall insure if any vicious animal, after being seized, is not redeemed after a reasonable effort has been made to notify the owner, its humanely euthanized and its remains shall be removed and disposed of in such a manner as to cause no public nuisance or violations of applicable Law.
- E. Provider shall seize, detain, care for, maintain, quarantine and dispose, if necessary, any animal having rabies, or which are suspected of having rabies, or which have bitten a person or persons. The animals shall be detained and held for a period of not less than ten (10) days as required by applicable Law and under the supervision of the Philadelphia Department of Public Health (herein referred to as the "Department").
- F. Provider shall attempt to capture any stray animal within the City at the request of the Department or any Department designee, when it represents a Public Health threat and or nuisance. A reasonable attempt will include, but not limited to:
  - I. Patrol of the immediate and surrounding areas.

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2. Make inquiries of neighbors and other sources to determine if animal is owned, and contact the owner.
  3. Use of approved animal control equipment, as necessary.
  4. Schedule and set a trap or use of other animal control equipment where appropriate, as deemed by the Department
  5. Provide a written report of all calls and complaints and outcome, including whether or not an animal was captured. Submit these reports to the Department on a monthly basis.
- G. Provider shall retrieve dead animals, including pets from premises within the City, and dispose of them in accordance with paragraphs C and D above. A fee for collection may be imposed upon Department approval.
- H. Provider shall accept from any citizen of the City any unwanted or stray animal that is delivered to the Provider at the Provider's premises.
- I. Provider shall Collect any unwanted animals from the premises of any person and convey the animals to the Provider's premises and dispose of them in accordance with paragraphs C and D above. A fee for collection may be imposed with approval from the Department.
- J. Provider shall provide Animal Control crews to provide and perform the services set forth in paragraphs A through H above, and paragraphs L, and I seven days per week in accordance with the following:
1. During the hours between 8:00 AM and 12:00 Midnight, on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays provide a minimum of three (3) animal crews, with two work shifts, one from 8:00 AM to 4:30 PM and the other from 3:30pm to 12:00 Midnight with two (2) animal control crews working the 8:00 AM shift and one (1) animal control crew working the 3:30 PM shift.
  2. During the hours between 8:00 AM to 12:00 Midnight on Saturdays and Sundays provide a minimum of two (2) animal control crews with two (2) work shifts, one (1) from 8:00 AM to 4:30 PM and the other from 3:30PM to 12:00 Midnight with one animal control crew working each shift.
  3. Staff must be available from 12 Midnight to 8 AM to respond to calls regarding public safety concerns and Public Health threats.
  4. Each animal control crew shall consist of uniformed Animal Control Technicians, each having a picture identification card affixed to his or her outer garments. Provider shall provide to each animal control crew an industry-standard truck specifically designed as an animal capture and transport vehicle, which meets the standards established by the Commonwealth of Pennsylvania Department of Agriculture.
- K. Provider shall maintain its premises and equipment in good operating condition and, in compliance with applicable Law, including sanitary animal holding kennels to house all animals retrieved by the animal control crews and all unwanted animals brought in by citizens of the City.

- L. Provider shall remove animals from the premises of deceased, evicted, hospitalized or incarcerated persons or from burned-out, condemned vacant or abandoned buildings.
- M. Provider shall maintain a minimum of four (4) *Animal Control Officers* and (1) *Animal Control Officer Supervisor* to provide and perform the services set forth in paragraphs N through P.
1. A minimum of one (1) *Animal Control Officer* shall be on duty at all times between the hours of 8:00 AM and 4:30 PM and a minimum of one (1) *Animal Control Officer* between the hours of 12:00 Noon and 8:30 PM, seven days a week.
  2. During all other hours, staff must be available to respond to requests regarding public safety or public health, as deemed appropriate by the Department.
- N. Provider shall hire a qualified and experienced *Animal Control Manager* who will be responsible for all Animal Control Activities. The Position description for the Animal Control Manager shall require the review and approval of the Department. No person shall be hired to fill the position of *Animal Control Manager* during this Contract period unless that person meets the approval of the Department.
- O. Provider shall monitor and enforce the provisions of Title 10, Chapter 10-100, Animals, and Title 9, Chapter 9-400, Animal Drawn Carriages, as shall be promulgated by the Department, the following departments of the City of Philadelphia: Police, Fire, and the Department of Licenses and Inspections with the approval of the Department, and issue orders or citations to enforce the aforementioned ordinances and regulations.
- P. Provider shall respond to animal related complaints received from the City and/or the Department within forty-eight (48) hours by conducting physical site visits, and respond to those complaints forwarded by the citizens of Philadelphia within five (5) calendar days by conducting physical site visits. A log shall be maintained, for inspection by the Department of all animal related complaints received by the Provider. Also,
1. Upon completion of any site visit, a written determination of the complaint is to be completed within forty-eight (48) hours and forwarded to the City and/or Department Designee.
  2. Only physical site visits and investigations are acceptable to the Department and considered responding to an animal related complaint. Any other form of communication with a complainant is not considered an acceptable or appropriate response of an animal related complaint by Department standards or relinquishes Provider from following through with conducting a full investigation, which shall include, but not limited to an actual site visit.
  3. Complaints shall include, but not limited to, animal nuisances, illegal animals, pigeon feeding, carriage horse issues, and dogs running at large.



4. For complaints regarding excessive animal noise, a warning letter may be used in lieu of a site visit, for an **initial complaint only**. However, the complainant must be notified of this process, with the option of a “call back” to the Provider, if the excessive noise continues. All protocols written for complaints must be reviewed and approved by the Department.
  5. On demand and pursuant to orders of the Department, Provider shall attempt to capture, detain, hold quarantine and/or perform euthanasia and/or decapitate any wild or domestic animal suspected or known to carry a disease transmissible to humans, and provide sample material for laboratory analysis including but not limited to the head of any such animal.
- Q. Provider shall furnish necessary trained and licensed staff, equipment, supplies and animal transport vehicle(s) that would enable Provider to respond within a maximum of two (2) hours (except as permitted in writing by the Department, when the response time allowed would be three (3) hours) to any animal related emergency, so declared by the Department’s designated representative.
1. Anytime the Provider fails to respond within the designated timeframe to any animal related emergency, a written report must be submitted to the Department explaining the cause of the delay and the immediate corrective action.
  2. All animal related emergency calls shall be recorded in the Provider’s animal control tracking software.
- R. Provider shall purchase and implement an *Integrated Animal Control/Shelter Software* package that will monitor, track, coordinate, and control most shelter administrative and program activities.
1. The system shall track shelter activities including kennel management, animal profile, animal-owner profile, medical, field services, accounting, reporting, volunteer management, and staff management. Department management shall be provided access to shelter information.
  2. The system shall assure data quality by having an industry-level security.
  3. The system shall demonstrate progress toward performance measures as identified by the City and State animal care and control regulations.
  4. Provider must provide the Department access to the systems Reports function system and ‘Read-Only’ data base access to view all shelter software-based information for designated Department employees.
  5. The Provider will maintain written records, including data pertaining to Provider’s animal control activities and furnish, as may be required and specified in writing, to Department records on animal control activities and animal management services performed by the Provider.
- S. Provider shall promote zero or low cost neutering programs for dogs and cats.
- T. Provider shall perform other animal management functions by the *Animal Control Officers* or *Animal Control Technicians*, as permitted by Applicable Law, subject to written

authorization of the City or Department and as subsequently agreed to by the Provider and the Department in writing.

- U. Provider shall enforce and sell, on behalf of the City and/or the Department, the use of animal and animal related licenses pursuant to the instructions of the Department.
  - 1. Provider shall not release any adopted and redeemed dog(s) to owners without the issuance of a proper license for the animal to the prospective or current owner of the animal.
  - 2. Provider shall reinforce the collection of fees pursuant to 'Schedule of Fees' established by the Department in writing for Animal Control Activities, including violations of Animal Control Ordinances. Provider will keep the Department informed of changes in fee schedules that are kept by the Provider. Fees scheduled, collected and kept by the Provider will be administered and amended in compliance with applicable laws.
  
- V. Provider shall capture wild animals at the request of the Department and deal with these animals in an appropriate manner. The Provider must have a licensed wildlife trapper on staff in accordance with the regulations of the Pennsylvania Game Commission. In addition, the Provider must comply with all Federal and State laws and regulations on the handling of wildlife.
  
- W. All fees for services and donations received shall be the sole property of the Provider.
  
- X. Provider shall provide a *monthly* report, to the Department's PACCA Contract Manager on those Key Performance Measure and Service Level indicators as determined to be acceptable by the Department and within the scope of services of this contract. The report shall be consistent with the data collected in the *Integrated Animal Control/Shelter Software*, but not limited to:
  - 1. Animal Control Activities –licenses, complaints, inspections, code violations
  - 2. Monthly Intake of owned and stray animals
  - 3. Dispositions – Adoptions (PACCA, Petsmart), transfers, returned to owner
  - 4. Euthanasia Summary – unadoptable, adoptable, expirations
  - 5. Medical Services – vaccinations, spayed and neutered
  
- Y. Provider must demonstrate the satisfactory operation of an *independent phone system* to meet the standards of the Department.
  - 1. During normal business hours, operators shall be available to handle phone calls. An operator shall be available at all times for Emergency or Police radio calls/requests.
  - 2. A dedicated phone line/number shall be available 24 hours/7 days a week for receiving animal-related emergencies for both the Health and Police Departments.
  - 3. The independent phone system must have a computerized record keeping of all incoming and outgoing calls, but not limited to:
    - i. A record of each call including length of call, time, and date of call.
    - ii. A record of all caller hang-ups.

- iii. A record of hold time (the length of time a caller was placed in a hold mode)
  - iv. A record of time or number of rings before a caller is answered.
  - v. The telephone report system shall be accessible through the phone by a designated Department personnel.
- Z. Provider shall provide the services of professionally qualified Administrative, Managerial and Exempt personnel each of whom shall be acceptable to the City upon new hiring.
- 1. Provider shall prepare and provide to the City detailed job descriptions, and justifications, for all of the categorical positions stated above.
  - 2. Provider shall obtain prior approval from the Department for the following:
    - i. Change in Administrative, Managerial, and Exempt personnel.
    - ii. The absence for more than 3 (three) months, or a 25% reduction in time devoted to Animal Control by the key Administrative, Managerial, and Exempt personnel.
- AA. The Provider shall enter into discussions, with the Department, on the good faith to increase animal licensing in the City to benefit both parties.

### **Financial and Administrative Requirements**

- A. The Provider shall provide the following statements monthly relating to Financial services during the timeframe of July 1, 2007 – June 30, 2008. Failure to do so may delay the processing of invoices.
- 1. *Income Statement* (Statement of Activities) by Fund.
  - 2. *Balance Sheet* (Statement of Financial Position) and *Account Detail Schedule*
  - 3. *Statement of Cash Flows*
  - 4. *Schedule of Functional Expenditures* by line item for each month.
  - 5. *Analysis of Actual Expenses* compared to Budget including explanations for any variance in excess of 10% and unobligated balances within all object class categories.
  - 6. Show 'animal control' expenditures separate from 'animal care'.
  - 7. *Income Statement* comparing monthly actual and YTD actual versus budget.
  - 8. *Income Statement Annual Projections*
  - 9. *Salary Schedule* showing each pay period broken out by regular and overtime.
  - 10. *Revenue Schedule* showing revenue by line item for each month.
  - 11. *Monthly bank reconciliations*
  - 12. *Check Register*
  - 13. *Accounts Payable Register*
  - 14. *List of vacant positions and planned hires* for the new fiscal year
  - 15. *Sub Budget of Personnel* with name and title.
- B. Provider shall submit an Annual Budget at least 45 days prior to the beginning of the next fiscal year.

- C. Provider shall provide, before a contract can be conformed between the Provider and the City of Philadelphia, a list of all Management, Administrative and Exempt positions, along with a detailed justification for each position, and a percentage breakdown of time and salary spent in 'animal control' versus 'animal care' tasks.
- D. Provider shall adhere to the City's *Cost Principals and Guidelines* and the City's *General Provisions*.
- E. Provider shall submit an *Annual Financial Audit* by a Certified Public Accountant.
- F. Provider shall notify and/or obtain written prior approval from the Department's PACCA Contract Manager for items agreed upon by the Provider and the Department, but not limited to, the following:
  - 1. Use any unobligated funds (surplus, or unspent funds) from a prior budget period.
  - 2. Re-budget funds among the object class categories.
  - 3. Change in contractor/consultants.
  - 4. Supplemental funds
  - 5. Change in key personnel
  - 6. Provide upon request a report from fiduciary contractor on Equipment, Service and Supply purchases exceeding \$5,000 per item/service per invoice.
  - 7. Replacement or significant change in responsibilities of the approved key personnel for all Managerial, Administrative, Supervisory and Exempt positions.
- G. Attendance of the Executive Director/CEO (or designee if approved by the Department) at monthly Department financial meetings, monthly program review/reporting meetings, and Provider Board meetings.
- H. Provider will not display the City or Department logo if such display would cause confusion as to the source of a conference, meeting, and event or give the false appearance of the City or Department's endorsement.
  - 1. The appropriate use of the Department logo is subject to the review and approval of the Department.
  - 2. The Department logo cannot be used on conference materials, contract or co-sponsorship agreement without the expressed, written consent of the Department or designee, such as the Contract Manager.

**Exhibit S.A.A. -2**  
**PHILADELPHIA ANIMAL CARE AND CONTROL ASSOCIATION**  
**City of Philadelphia Health Department Contract**  
**Contract # 0620155-03**  
**FY 08 BUDGET**

CATEGORIES	City Funds For: <b>Control</b> 7/1/2007 6/30/2008	Private Funds For: <b>fee/restricted</b> 7/1/2007 6/30/2008	City Funds For: <b>Care</b> 7/1/2007 6/30/2008	Total Cost
<b>I. PERSONNEL SERVICES</b>				
A. Staff Personnel	1,790,659	119,637	\$233,857	2,144,153
B. Fringe Benefits	435,356	30,805	85,944	552,105
<b>II. CONSULTANT/CONTRACT SERVICES</b>				
A. Consultant	0	0	0	0
B. Contract Services	18,000	4,000	18,000	40,000
<b>III. SUPPLIES</b>	11,925	2,000	11,925	25,850
<b>IV. EQUIPMENT</b>	8,000	2,000	8,000	18,000
<b>V. TRAVEL</b>	1,300	200	500	2,000
<b>VI. OTHER COSTS</b>	330,161	271,358	0	601,519
<b>VII. TOTAL DIRECT COSTS</b>	2,595,401	430,000	358,226	3,383,627
	<b>Total Amount</b>			<b>3,383,627</b>

CATEGORY I : PERSONNEL SERVICES						City Funds For: Control 7/1/2007 6/30/2008	Private Funds: fee/restricted 7/1/2007 6/30/2008
	SALARIES	Hourly Rate	Number of Hours	% Control	% Care		
<b>A. Staff Personnel</b>							0.131409
<b>Management</b>							
COO - Cosby, S	\$75,000			80%	20%	\$52,115	\$9,856
CEO - Derby, T	105,000			50%	50%	45,601	13,798
Clinic Services Manager - Leighton, J	44,000			100%		38,218	5,782
Commuinty Programs Coordinator - Garber, M	38,000			10%	90%	3,301	4,994
Field Services Manager - Schernecke, T	50,000			100%		43,430	6,570
Administrative Assistant - Morse, J.	39,000			90%	10%	30,488	5,125
Development - Levy, M.	50,000			0%	0%	0	50,000
Clinic Services Coordinator - Pierce, D	36,000			100%		31,269	4,731
Projected salary increases pool	6,432			65%	35%	3,631	845
<b>Subtotal</b>	<b>\$443,432</b>					<b>\$248,053</b>	<b>\$101,701</b>
% of Total Staff Salaries							
<b>Part-Time Staff</b>							
Torres, Thomas (P/T)	3,435	5.85	587	100%		3,435	0
Animal Evaluator -Hausmann, Keryl (P/T)	27,500	16.50	1664	80%	20%	22,000	0
Kennel Attendant - Rivera-Carrion- avg wk 36 hrs	22,895	12.23	1872	100%		22,895	0
Kennel Attendant - Graves, B- avg wk 36 hrs	22,895	12.23	1872	100%		22,895	0
Kennel Attendant - Infante, E- avg wk 36 hrs	22,895	12.23	1872	100%		22,895	0
Kennel Attendant - Lawrence, A- avg wk 36 hrs	22,895	12.23	1872	100%		22,895	0
Kennel Attendant - Rivera, M- avg wk 36 hrs	22,895	12.23	1872	100%		22,895	0
Kennel Attendant - Prusatis, M- avg wk 36 hrs	22,895	12.23	1872	100%		22,895	0
Kennel Attendant - Wright, J- avg wk 36 hrs	22,895	12.23	1872	100%		22,895	0
Dispatcher - Robbins, C - avg wk 25 hrs	24,542	18.88	1300	100%		24,542	0
3% Increase 12/07 (DC33)	3,273			98%	2%	3,208	0
<b>SubTotal</b>	<b>219,012</b>					<b>213,446</b>	<b>0</b>
<b>Full-Time Staff</b>							
Clerical supervisor - Reid, V	\$29,515			100%		29,515	0
Clerical - Horton, E	25,646			100%		25,646	0
Clerical - Jenkins, E	25,646			100%		25,646	0
Clerical - Love, S	25,646			100%		25,646	0
Clerical - McPherson, K	25,646			100%		25,646	0
Clerical - McQueen	25,646			100%		25,646	0
Clerical - Reyes, E	25,646			100%		25,646	0
Chief Animal Control Officer - Sosa, D	37,440			100%		37,440	0
Animal control officer - Dumas, J	34,736			100%		34,736	0
Animal control officer - Phillips, T	34,736			100%		34,736	0
Animal Control Officer - Sojourner	34,736			100%		34,736	0
Equipment/Maintenance Coordinator - Hernandez, M	33,509			100%		33,509	0
Driver - Atwood, K	31,262			100%		31,262	0
Driver - Burgin, B	31,262			100%		31,262	0
Driver - Burton, R.	31,262			100%		31,262	0
Driver - Colon, M	31,262			100%		31,262	0
Driver - Diaz, Y	31,262			100%		31,262	0
Driver - Henry, D	31,262			100%		31,262	0
Driver - Lewis, F	31,262			100%		31,262	0
Driver - Martinez, J.	31,262			100%		31,262	0
Driver - Mazyck, Z	31,262			100%		31,262	0
Driver - Ortiz, C	31,262			100%		31,262	0
Driver - Rivera, F	31,262			100%		31,262	0
Driver - Rogers, J	31,262			100%		31,262	0
Dispatcher - Ketter, C	27,269			100%		27,269	0

Dispatcher - Furey, E	27,269	100%		27,269	0
Animal Intake Coordinator - Rosa, Norberto	29,515	100%		29,515	0
Night Shift Coordinator - Perez, J	31,408	100%		31,408	0
Kennel Shift Leader - Everett, J	29,515	100%		29,515	0
Kennel Tech 1 - Alicea, L	25,438	100%		25,438	0
Kennel Tech 1 - Garcia, I	25,438	100%		25,438	0
Kennel Tech 1 - Karipidis, P	25,438	100%		25,438	0
Kennel Tech 1 - Leake, L	25,438	100%		25,438	0
Kennel Tech 1 - Lewis, J	25,438	100%		25,438	0
Kennel Tech 1 - Molina, C	25,438	100%		25,438	0
Kennel Tech 1 - Sparrow, J	25,438	100%		25,438	0
Adoption Supervisor. Pacetti, M	29,494		100%	0	3,876
Adoption Coun. Boyd, A	26,749		100%	0	3,515
Adoption Coun. Lozado, L	26,749		100%	0	3,515
Adoption Coun. Perry, M	26,749		100%	0	3,515
Adoption Coun. Sweeney, K.	26,749		100%	0	3,515
Vet Asst. - Clinksdale, A	28,496	100%		28,496	0
Vet Asst. - McCallion, E	28,496	100%		28,496	0
Vet Asst. - Mobley, K	28,496	100%		28,496	0
Vet Asst. - Kraus, Kelly	28,496	100%		28,496	0
Vet Asst. - Causanschi, Hillary	28,496	100%		28,496	0
3% Increase 12/07 (DC33)	23,241	89%	11%	20,684	0
Shift Differential	25,820	89%	11%	22,980	0
Projected Overtime (7% base salaries)	96,934	89%	11%	86,271	0
<b>Subtotal</b>	<b>\$1,481,709</b>			<b>1,329,160</b>	<b>17,936</b>
<b>Total Salaries</b>	<b>\$2,144,153</b>			<b>\$1,790,659</b>	<b>\$119,636</b>
<b>B. Fringe Benefits</b>					
	<b>\$552,105</b>	83.51%	10.91%	<b>435,356</b>	<b>30,805</b>
Health \$267,860 @ .124926 of salaries					
Dental \$4,465 @ .002082 of salaries					
Life / LTD \$9,447 @ .004406 of salaries					
Pension \$14,366 @ .0067 of salaries					
FICA \$160,395 @ .074806 of salaries					
Unemployment \$47,543 @ .022173 of salaries					
Workers Compensation \$48,029 @ .0224 of salaries					

FY July 1, 2007 - June 30, 2008

CATEGORY II: CONSULTANTS & CONTRACT SERVICES		City Funds For: Control 7/1/2007 6/30/2008	Private Funds For: fee/restricted 7/1/2007 6/30/2008	City Funds For: Care 7/1/2007 6/30/2008	Total Cost
A. Consultants	Hourly Rate      Number of Hours				
<b>TOTAL CONSULTANT COST</b>		0		0	0
CATEGORY II: CONSULTANT & CONTRACT SERVICES		City Funds For: Control 7/1/2007 6/30/2008	Private Funds For: fee/restricted 7/1/2007 6/30/2008	City Funds For: Care 7/1/2007 6/30/2008	Total Cost
B. Contract Services					
Principal annual pension fee @ \$1,500		675	150	675	1,500
Veterinay services - medical services for animals at PACCA.		17,325	3,850	17,325	38,500
<b>TOTAL CONTRACT COST</b>		18,000	4,000	18,000	40,000



FY July 1, 2007 - June 30, 2008

CATEGORY V : TRAVEL	City Funds For: Control 7/1/2007 6/30/2008	Private Funds For: fee/restricted 7/1/2007 6/30/2008	City Funds For: Care 7/1/2007 6/30/2008	Total Cost
Item  Conferences, Training and Seminars	1,300	200	500	2,000
<b>TOTAL COST</b>	1,300	200	500	2,000

CATEGORY VI: OTHER COSTS (Itemize)	City Funds For: Control 7/1/2007 6/30/2008	Private Funds For: fee/restricted 7/1/2007 6/30/2008	City Funds For: Care 7/1/2007 6/30/2008	Total Cost
Item  Cost Allocation Plan/ Indirect Costs	0	0	0	0
<b>TOTAL COST</b>	0	0	0	0

FY July 1, 2007 - June 30, 2008

CATEGORY III : SUPPLIES	City Funds For: Control 7/1/2007 6/30/2008	Private Funds For: fee/restricted 7/1/2007 6/30/2008	City Funds For: Care 7/1/2007 6/30/2008	Total Cost
Item				
Office supplies (pens, paper, cartridges etc. @ \$18,000	8,303	1,394	8,303	18,000
Postage @ \$2,280	1,052	176	1,052	2,280
Printing - informational forms @ \$5,570	2,570	430	2,570	5,570
TOTAL COST	11,925	2,000	11,925	25,850

CATEGORY IV : EQUIPMENT	City Funds For: Control 7/1/2007 6/30/2008	Private Funds For: fee/restricted 7/1/2007 6/30/2008	City Funds For: Care 7/1/2007 6/30/2008	Total Cost
Item				
animal control equipment, e.g.: traps, catch poles, cat tongs, nets, carriers, flashlights, radios, gloves	13,335	1,665		15,000
printers and computers	2,665	335		3,000
TOTAL COST	16,000	2,000	0	18,000

EXHIBIT S.A.A.-2a

PHILADELPHIA ANIMAL CARE AND CONTROL ASSOCIATION

City of Philadelphia Health Department Contract

Contract # 0620155-03

FY08 BUDGET ADDENDUM

Position Description and Justifications

July 1, 2007 – June 30, 2008

**1. Chief Executive Officer**

a. Description-

Responsible for overseeing the organization's consistent achievement of its vision, mission and financial objectives. Plans, organizes, manages, and supervises all aspects of agency operations and directs the development of a strategic plan for the promotion of animal care, animal control, and the reduction of euthanasia rates of animals in the City of Philadelphia. Responsible for ensuring the agency achieves its two equally important functions: 1) Providing shelter for homeless, abandoned, and unwanted animals; and 2) Protecting public health, safety and welfare.

b. Justification-

Responsible for developing and maintaining sound financial practices. Prepares financial reports, budgets, and summaries and monitor compliance of expenditures. Determines staffing needed to provide adequate service delivery throughout the City of Philadelphia. Meets with union representatives regarding contractual obligations, union grievances and staff accountability. Develops and implements initiatives intended to change and improve employees' provision of service to, and interaction with the public. Oversees record keeping practices for legally compliant adoptions, staff personnel files and budgetary accountability. Ensures job descriptions are developed, revise existing programs and services, and develops new programs and services to meet changing demands. Defines animal care and control program role in a variety of health, education and public safety initiatives, as well as works to improve overall quality of life in the City. Implements short and long term strategies to address pet overpopulation in Philadelphia to responsibly reduce intakes, increase adoptions, improve animal care, provide behavior and medical rehabilitation, encourage spaying and neutering, and help pets stay with their responsible caretakers. Ensures responsible pet care through enforcement of public compliance with animal care and control regulations, including nuisance, animal licensing, public safety and animal cruelty laws. Directs through subordinate supervisors, the administration of such programs including, but not limited to, shelter management, veterinary services, and animal control.

**2. Chief Operating Officer**

a. Description-

Responsible for the day-to-day operations of all areas of a full service animal control shelter, including but not limited to: intake, evaluation, medical and behavior rehabilitation, adoption and post-adoption follow-up, full coordination and supervision of shelter staff and volunteers, as well as safety, maintenance and upkeep of facilities, customer service, and field services. The Chief Operating Officer also assists the CEO in planning, organizing, and supervising all aspects of PACCA operations and directing the development of a strategic plan for the promotion of animal care, and increasing community rates of lifesaving.

b. Justification-

Oversees Field Services Manager and all Animal Control staff in absence of Field Services Manager. Supervises Clerical staff who are responsible for data entry for all stray and unwanted animals entering the building. Maintains and provides oversight for all records in daily operations of the shelter. Supervises Clinic Services Manager and Clinic Services Coordinator who are responsible for administering vaccinations and ensuring that accurate records are kept in accordance with quarantine requirements and rabies vaccinations. Oversees spay and neuter program as executed by the clinic staff.

3. **Clinic Services Manager**

a. Description-

Responsible for maintaining the integrity and ensuring the smooth operation of the clinic services division. Coordinates and implements the day-to-day operations in all areas of the veterinary clinic.

b. Justification-

Ensures accurate maintenance for inventory of medications, controlled substances and treatment supplies. Oversees euthanasia training and implementation. Oversees vaccine protocol and ensure proper administration of the protocol. Recruits and retains voluntary veterinary services for spay/neuter services of shelter animals and publicly owned animals. Follows all local, state, and federal laws with regards to animal housing, care, intake and ultimate disposition. Coordinates and executes specialized duties such as oversight of animals in isolation and bite cases. Vaccinates and performs examinations of animals, performs medical treatments and/or euthanasia as needed. Administers first aid treatments and medications to sick and injured animals. Performs laboratory tests. Works with veterinarians in compliance with state, federal and local laws and in promotion of sound animal welfare practices. Budgets and plans for department needs including payroll, equipment, medications, drugs and treatment supplies.

#### 4. Community Programs Coordinator

##### a. Description-

Responsible for all promoting public awareness and all aspects of special and community based events and programs including adoptions, foster care, volunteer, rescue placements, working with the veterinary community and other shelters, and spay/neuter clinics.

##### b. Justification-

Promotes and expands public awareness of available agency programs and services including spay/neuter, and to promote and expand public awareness of available animals both within and outside the shelter. Manages, plans and coordinates all aspects of special and community based events and programs including adoptions, foster care, volunteer, rescue placements, veterinary and spay/neuter clinics. Performs daily animal inventory and ensures proper record keeping of animals in specific shelter areas. Ensures all animals in foster care are properly sterilized and vaccinated before follow-through to final outcome placement in the community.

#### 5. Field Services Manager

##### a. Description-

Responsible for maintaining the integrity and ensuring the smooth operation of the field services division. Acts as the primary liaison with outside agencies including law enforcement, and is responsible for: (1) Monitoring, implementing and evaluating all field services cases and protocols; (2) Saving, rescuing and assisting animals in distress or peril; and (3) Enforcing and investigating local and state animal laws/ordinances.

##### b. Justification-

Plans, implements, facilitates, monitors and evaluates all animal cruelty, animal neglect, and field services issues and cases. Ensures that all records are kept in an accurate and efficient manner. Budgets and plans for equipment and facility needs. Plans, implements, facilitates, monitors and evaluates safety programs and associated work rules to comply with all appropriate and applicable safety standards. Follows all local, state, and federal laws with regards to animal housing, care, intake, disposition, and employee work related matters. Directs and supervises field services division employees. Interviews, hires, trains, oversees and fires employees. Serves as the primary liaison with outside agencies needing assistance from the field services division including law enforcement, district attorney's office, courts, and other agencies. Responsible for enforcing local and state laws, both directly and through subordinate staff, which includes the following primary activities:

- Pick up and impound unwanted, sick/injured, stray, dangerous and other animal.
- Talk to owners, take complaint statements, file complaints, and send letters.
- Set various animal traps as needed.
- Investigate complaints, gather evidence and compile reports.
- Obtain witness supporting depositions.
- Issue tickets and make court appearances as needed.
- Provide 24-Hour, 365 days per year emergency service for sick, vicious, injured animals and animals in danger.
- Become familiar with all techniques and procedures needed for the daily functioning of the shelter, and be prepared to do any task when required, including euthanasia.
- Responsible for routine vehicle maintenance and for advising the CEO of any major vehicle repairs that may be required.
- Public Assistance Calls, pick-ups and humane visits.
- Prepare daily log sheets and monthly log summaries.

## 6. Administrative Officer

### a. Description-

Responsible for implementing all levels of administrative work that supports the entire scope of agency operations.

### b. Justification-

Improves, develops and maintains operating systems throughout the shelter including, but not limited to, human resources, payroll administration, timekeeping, benefits administration, and contract compliance. Supervises all clerical staff who are responsible for data entry for all animals and phone services to constituents. Ensures quality customer service is provided for clients via phone or in-person services. Provides oversight for accounts payable and accounts receivable. Administers, maintains and enhances payroll and timekeeping systems. Oversees data entry. Manages shelter software reporting. Responsible for handling building supervision. Monitors, maintains and expands relationships with vendors that maximize cost-saving throughout the shelter. Assists in the coordination of inventory and ordering schedules for multiple departments. Assists in the implementation of staff orientation and training programs for the corporation and individual departments. Provides assistance to departmental managers and executive staff in the implementation of programs and day-to-day operations. Assists in the development and implementation of organizational policies and procedures. Assists in establishing cash controls and provide ongoing oversight of cash administration.

## 7. Development

### a. Description-

Responsible for creating a unified, comprehensive, effective fundraising strategy and programs to attract resources and support to fund the work of the PAWS, the Philadelphia Animal Welfare Society.

### b. Justification-

The funding for this position is generated from private funds, and not from the city contract. Develops and executes a comprehensive fundraising plan and budget to achieve specific goals established in conjunction with the Chief Executive Officer. Development activities are essential in an effort to meet annual budget expenditures. Development activities were crucial to the City's original decision to make the agency a not-for-profit in an effort to augment City support for activities with grant monies and donor funds.

## 8. Clinic Services Coordinator

### a. Description-

Responsible for assisting the Clinic Services Manager in building the capacity and providing oversight of the Clinic Services Department, as well as assisting in the coordination and implementation of day-to-day operations in the clinic department.

b. Justification-

Assists the Clinic Services Manger in coordinating, supervising and executing specialized clinic department duties including oversight of bite cases, incoming sick or injured animals and care of contagious animals. Assists in providing oversight and supervision for clinic staff and clinic volunteers. Assists in training, assigning and coordinating clinic staff and clinic volunteers. Assists in the implementation, performance and oversight of recordkeeping for all aspects of the department. Assists in the implementation, performance and oversight of shelter animal health monitoring, recordkeeping and treatment systems, policies and protocols. Participates in the development, scheduling, promotion and serves as the primary leader for specific events including public vaccination, microchip or spay and neuter clinics. Diagnoses, treats, vaccinates and performs examinations of animals; performs medical treatments; performs or prepares laboratory tests; and/or euthanizes animals as needed under the supervision of a veterinarian or under the direction of the Clinic Services Manager or other administrator. Prepares patients for their medical appointments including surgery, administers anesthesia, performs other medical functions, and performs euthanasia when required and directed by the Veterinarian or other senior managers.

**EXHIBIT SAA-3**  
**PHILADELPHIA ANIMAL CARE AND CONTROL ASSOCIATION**  
**City of Philadelphia Health Department Contract**  
**Contract # 0620155-03**  
**Revised Payment Plan for Fiscal Year 2008**

1. This Revised Payment Plan differs from previous Payment Plans in that the Contractor will be disbursed funds only for actual expenditures incurred beginning timeframe July 1, 2007 – June 30, 2008.
2. Advance disbursement of funds may be requested, in writing via the City's PACCA Contract Manager, in accordance with the City of Philadelphia General Provisions requirements.
3. An authorized agent of the Contractor shall submit a written request for the use of Surplus Budget Funds, no earlier than 30 calendar days before the end of the fiscal year. Expenditures may not occur, in anticipation of receiving surplus funds, without written approval from the City's PACCA Contract Manager.
4. The transferring of funds between budget classes is not authorized without written approval. For example, unspent Personnel funds cannot be used to purchase supplies, equipment, or any contractual or consultant services. Conversely, unspent funds in the above classes cannot be used to fund any Personnel costs.
5. A Monthly Expenditure Report (MER) is required and must be submitted to the City's PACCA Contract Manager no later than 15 calendar days after the end of each month. The MER shall have Detailed Line-Item budget expenditure in addition to Unobligated Balances for each budget line item. Late submissions of the MER may result in processing delays.
6. The MER shall differentiate between 'animal control' versus 'animal care' costs.
7. The MSR shall be submitted by PACCA's fiduciary agent or business office and should include only those funds authorized and actually expended during the respective month.
8. Any MSR submitted on a cumulative basis will be returned and may delay the processing of invoices.



<b>CONTRACT SUMMARY AND ENDORSEMENT</b>	<b>DATE</b> 9/25/2007
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TO THE LAW DEPARTMENT: The attached bid and award described below is referred to you for certification as to form, and where annual surety bond is on file, to have Contractor post satisfactory bond.

<b>CONTRACTOR</b> Philadelphia Animal Care and Control Association	FINANCE CONTR. NO. 06 20155	LAW DEPT. NO. 06 20155 03
	AMT. OF CONTRACT \$8,564,884.00	ANN. SURETY BOND
DESCRIPTION Animal Control and Care	PERIOD COVERED	7/1/2005 - 6/30/2008

**ENDORSEMENT**

OFFICE OF THE DIRECTOR OF FINANCE-ACCOUNTING DIVISION Examined: Pat Preston <span style="margin-left: 100px;">PP</span> <span style="margin-left: 100px;">9-25-07</span>	OFFICE OF THE CITY CONTROLLER Examined:
(For the Director of Finance) <span style="margin-left: 200px;">(Date)</span>	(For the City Controller) <span style="margin-left: 200px;">(Date)</span>

This contract approved as to availability of funds under the budget and appropriations pursuant to section 8-200 (2) (d) of the Home Rule Charter:

*Raymond Mc Hale* 9-25-07

(For the Director of Finance) (Date) (For the City Controller) (Date)

DOCUMENT NO.	ACCOUNT CODE					DEPARTMENT OR AGENCY	AMOUNT CHARGEABLE TO ACCOUNT
	FUND	DEPT	ELEMENT	SUB ELEMENT	CLASS		
						Previously Encumbered	\$5,607,256.00 ✓
MDXX08000428 01	010	14	23	12	0250	HEALTH	\$2,953,628.00
						<b>TOTAL</b>	\$8,560,884.00

Partial Certification.  
 Contract increased to \$8,564,884.00.  
 Contract extended to 6/30/2008.

*Amendment* Page 1 of 1



# ATTACHMENT 4

2156859042



February 21, 2008

Izzat Melhem  
Acting Director, Environmental Health Services  
Contract Monitor, Philadelphia Animal Care and Control Association

Dear Mr. Melhem:

Please find enclosed the invoice for January 2008. If you have questions or concerns about the information presented in this invoice, please feel free to contact James McFadden, Controller, at (215) 985-2597. You may also contact me directly at (215) 852-4380, or via email at [taraderby@phillypaws.org](mailto:taraderby@phillypaws.org).

Very truly yours,

A handwritten signature in black ink, appearing to read "Tara Derby", is written over a horizontal line.

Tara Derby  
Chief Executive Officer

RECEIVED TIME MAR. 24. 3:12PM

MONTHLY INVOICE SUMMARY

AGENCY NAME: Philadelphia Animal Care & Control Asso.

DATE OF SUBMISSION: February 21, 2008

A SEPARATE SET OF INVOICES SHOULD BE SUBMITTED FOR EACH MONTH

CONTRACT #: 0620155-03

LIST EACH ACTMITY BEING INVOICED. ATTACH A SEPARATE MONTHLY ACTMITY INVOICE FOR EACH ACTIVITY LISTED

Funding Source	Award	Activity Description	July Invoice	Aug Invoice	Sep Invoice	Oct Invoice	Nov Invoice	Dec Invoice	Jan Invoice	Feb Invoice	Mar Invoice	Apr Invoice	May Invoice	Jun Invoice
General Fund		Animal Care & Control	\$261,691	\$244,676	\$292,481	\$287,754	\$268,230	\$255,079	\$252,866					
Total Invoice Amount			\$261,691	\$244,676	\$292,481	\$287,754	\$268,230	\$255,079	\$252,866	\$0	\$0	\$0	\$0	\$0

CONTACT PERSON: James McFadden

CURRENT INVOICE AMOUNT: \$252,866

TELEPHONE #: (215) 985-2597

MONTH OF SERVICE: JANUARY

FAX #: (215) 731-2049

MAIL ALL INVOICES TO: Vector Control Services

C/O Izzat Malham  
Environmental Health Services  
TELEPHONE #: (215) 685-7492  
FAX #:

SEND PAYMENT TO Philadelphia Animal Care & Control Asso

C/O Tara Derby  
111 W Hunting Park Ave  
Philadelphia, Pa 19140  
TELEPHONE #: (267) 385-3800 ext 108  
FAX #: (267) 385-3888

I CERTIFY THAT THIS INVOICE REPRESENTS CHARGES FOR ACTUAL WORK PERFORMED IN COMPLIANCE WITH CONTRACT TERMS.

Approving Officer's Signature:



Title: CEO

Date: 2/21/08

EHS Approval:

RECEIVED TIME MAR. 24. 3:12PM

03/24/2008 16:28

2156859042

2156859042

TARA

RECEIVED TIME MAR. 24. 3:12PM

MONTHLY ACTIVITY INVOICE - SERVICE DELIVERY

DATE OF SUBMISSION : 21-Feb-08

AGENCY NAME: Philadelphia Animal Care & Control Asso.

FUNDING: General Fund

ACTIVITY: Animal Care & Control

AWARD #:

LIST EACH ACTIVITY BEING INVOICED. ATTACH A SEPARATE MONTHLY ACTIVITY INVOICE FOR EACH ACTIVITY LISTED

	Annual Goal	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Year To Date	Percent of Budgeted Goal
Monthly Expenses	\$2,953,627	\$261,691	\$244,676	\$292,481	\$287,754	\$268,230	\$255,079	\$252,866						\$1,862,777	63.07%
Number of Unit Services Provided	field services & animals rec'd	4,198	4579	3,971	4,084	3,181	2,881	3,006							
Unit Costs	#VALUE!	62	53	74	70	84	89	84	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Service Unit Type:	Field Services:	1,205	1426	1,249	1,369	1,130	1,084	1,211							
	Animals Rec'd:	2,993	3153	2,722	2,695	2,051	1,797	1,795							

Provider Comments:

Approving Officer's Signature:

Title:  - CEO

Date: 2/21/08

EHS Approval:

03/24/2008 16:28 2156959042 2156359042 TARA

RECEIVED TIME MAR. 24. 3:12PM

MONTHLY ACTIVITY INVOICE																
AGENCY NAME: Philadelphia Animal Care & Control Asso.		AWARD #:			DATE OF SUBMISSION:							21-Feb-08				
FUNDING: General Fund		CONTRACT #:			0620155-03											
ACTIVITY: Animal Care & Control		INVOICE #:			7-260708											
	Original Budget	Revised Budget As Of	July Invoice	Aug Invoice	Sep Invoice	Oct Invoice	Nov Invoice	Dec Invoice	Jan Invoice	Feb Invoice	Mar Invoice	Apr Invoice	May Invoice	Jun Invoice	YTD Payments	Budget Balance
<b>Expenditures:</b>																
Total Salaries	\$2,144,153		\$187,583	\$179,870	\$171,887	\$165,830	\$178,329	\$180,592	\$170,913						\$1,255,104	\$889,049
Fringe Benefits	552,105		27,730	30,385	80,766	46,939	45,143	43,427	62,285						336,876	215,429
<b>Sub total Personnel</b>	<b>2,696,258</b>	<b>0</b>	<b>215,313</b>	<b>210,255</b>	<b>252,653</b>	<b>233,769</b>	<b>223,472</b>	<b>224,019</b>	<b>232,298</b>						<b>1,591,780</b>	<b>1,104,478</b>
<b>Other Operating Costs:</b>																
Consultant/Contract Services	40,000		4,747	5,408	0	6,523	0	15,414	7,388						39,480	520
Supplies office	25,850		898	3,442	1,289	4,219	390	1,155	573						11,966	13,884
Equipment / Software	18,000		2,702	625	0	764	1,421	0	6,698						12,120	5,880
Travel	2,000		0	0	0	159	48	0	0						297	1,793
<b>Other:</b>																
Insurance	75,500		6,277	6,278	6,277	6,277	6,277	6,277	6,278						43,941	31,559
Communications	36,500		2,141	4,888	1,260	3,212	3,011	2,205	2,339						19,056	17,444
Management costs	97,500		8,109	8,109	8,109	8,109	8,109	8,109	8,108						56,762	40,738
Program supplies	277,294		40,765	24,657	26,332	58,820	32,887	12,866	9,960						205,387	71,907
Audit	17,500		1,313	1,311	1,314	1,312	1,313	1,312	1,313						9,183	8,312
Payroll	7,500		427	611	473	429	430	494	211						3,075	4,425
Vehicle costs	55,000		3,945	4,167	8,684	5,631	5,791	8,943	5,835						40,806	24,194
Other	24,725		1,099	3,226	4,456	855	7,052	2,294	729						19,751	4,974
<b>Sub total Other</b>	<b>687,349</b>	<b>0</b>	<b>72,423</b>	<b>62,722</b>	<b>58,244</b>	<b>96,110</b>	<b>85,929</b>	<b>57,169</b>	<b>49,142</b>						<b>461,739</b>	<b>225,830</b>
<b>Total Direct Costs</b>	<b>\$3,383,627</b>	<b>\$0</b>	<b>\$287,736</b>	<b>\$272,987</b>	<b>\$310,897</b>	<b>\$329,879</b>	<b>\$289,401</b>	<b>\$281,188</b>	<b>\$281,440</b>						<b>\$2,053,519</b>	<b>\$1,330,108</b>
Revenue - Non City	\$430,000	\$0	\$28,045	28,311	18,416	42,118	21,171	26,109	28,574						180,742	239,258
City Contract Funding	\$2,953,627	\$0	\$261,691	\$244,676	\$292,481	\$287,754	\$268,230	\$265,079	\$252,866						\$1,462,777	\$1,080,850

PERSONNEL SCHEDULE - ACTIVITY

AGENCY NAME: Philadelphia Animal Care & Control Assn.  
 FUNDING: General Fund  
 ACTIVITY: Animal Care & Control

AWARD #:   
 CONTRACT #: 0820155-03  
 INVOICE #: 7-2007

DATE OF SUBMISSION: 21-Feb-08

Name / Title	Original Budget	Revised Budget As Of:	July Invoice	Aug Invoice	Sep Invoice	Oct Invoice	Nov Invoice	Dec Invoice	Jan Invoice	Feb Invoice	Mar Invoice	Apr Invoice	May Invoice	Jun Invoice	YTD Payments	Budget Balance
DO - Cooby, S	\$75,000		\$6,428	\$5,080	\$269	\$4,327	\$0	\$0	\$0							
DO - Darby, T	105,000		8,571	8,517	8,242	8,515	8,242	8,518	8,516						\$16,154	\$58,846
Public Services Manager - Leighton, J	44,000		3,941	3,258	333	2496	0	0	0						59,119	45,881
Parasitology Programs Coordinator - Garbar, M	38,000		3,111	3,237	3,132	3,238	3,133	3,236	3,236						10,028	33,972
Public Services Manager - Schramm, T	50,000		4,284	4,257	4,120	4,258	4,119	4,258	4,300						22,321	15,679
Administrative Assistant - Moran, J	39,000		3,336	3,322	3,214	3,321	3,215	3,321	3,321						29,582	20,408
Development - Levy, M	50,000		3,712	4,268	4,130	4,262	4,125	4,275	4,262						23,050	15,950
Public Services Coordinator - Pierce, D	36,000		3,066	3,168	3,297	3,406	3,296	3,407	3,408						28,034	20,966
Projected salary increases pool	6,432														23,064	12,036
ma, Thomas (P/T)	3,435		417	-4	0	0	0	0	0						0	8,432
Animal Evaluator - Hausmann, Keryl (P/T)	27,500		2,178	1,328	112	0	0	0	0						413	3,022
Animal Attendant - Rivera-Castan - avg wk 36 hrs	22,895		2,734	2,460	2,658	2,388	2,703	2,735	2,519						3,618	23,882
Animal Attendant - Graves, B - avg wk 36 hrs	22,895		2,623	1,710	1,574	243	0	0	0						18,178	4,717
Animal Attendant - Infante, E - avg wk 36 hrs	22,895		2,430	1,812	1,968	1,779	1,943	2,038	2,473						6,159	16,736
Animal Attendant - Lawrence, A - avg wk 36 hrs	22,895		1,751	1,674	1,368	2,084	1,720	1,620	1,390						14,443	8,452
Animal Attendant - Rivera, M - avg wk 36 hrs	22,895		2,238	2,333	2,154	1,483	1,831	1,487	1,827						12,237	10,658
Animal Attendant - Presalis, M - avg wk 36 hrs	22,895		2,884	3,344	2,710	2,863	2,817	3,222	2,710						13,463	9,432
Animal Attendant - Wright, J - avg wk 36 hrs	22,895		2,012	2,289	1,797	2,694	3,247	2,010	2,679						20,565	2,330
Animal Attendant - Robbins, C - avg wk 25 hrs	24,542		2,168	2,731	3,179	2,555	2,740	3,233	3,005						16,708	8,187
Salary increase 1207 (EC:3)	3,273														19,811	4,931
Clerical supervisor - Reid, V	29,515		1,733	2,232	2,127	2,272	2,167	2,352	2,221						0	3,273
Clerical - Horton, E	25,646		2,181	2,228	2,115	2,203	2,166	2,453	2,208						15,104	14,411
Clerical - Jenkins, E	25,646		1,888	2,254	2,113	2,288	2,131	2,309	2,181						15,654	9,992
Clerical - Love, S	25,646		2,095	2,426	2,083	2,211	2,055	2,325	2,514						15,145	10,501
Clerical - McPherson, K	25,648		2,547	2,321	2,272	2,589	2,293	2,426	2,351						15,709	9,937
Clerical - McQueen	25,646		740	574	0	590	1,131	-1,131	0						16,809	8,837
Clerical - Reyes, E	25,646		2,520	2,103	2,489	1,241	1,193	3,682	2,321						2,304	23,342
Chief Animal Control Officer - Sosa, D	37,440		3,401	3,207	3,371	4,228	2,041	-1,762	0						15,559	10,037
Animal control officer - Dumas, J	34,736		4,892	5,143	5,568	5,978	6,570	6,502	4,770						14,486	22,554
Animal control officer - Phillips, T	34,736		5,009	4,537	4,719	5,033	5,024	5,019	5,390						39,413	-4,677
Animal Control Officer - Sojourner	34,736		4,330	3,127	5,342	3,030	3,651	3,501	4,047						34,731	5
Equipment/Maintenance Coordinator - Hernandez	33,509		2,563	2,984	2,900	3,058	2,843	3,111	3,069						27,078	7,658
Driver - Alwood, K	31,262		3,714	4,360	4,514	4,292	3,217	2,135	3,392						20,925	12,583
Driver - Burgin, B	31,262		2,886	1,900	3,684	3,882	3,801	4,248	3,809						25,624	5,638
Driver - Burton, R	31,262		2,978	3,946	858	522	813	-813	0						23,970	7,292
Driver - Colon, M	31,282		2,985	3,300	3,081	2,975	3,249	3,307	3,166						8,204	23,058
Driver - Diaz, Y	31,262		3,251	2,694	2,458	2,873	3,488	2,415	2,946						22,064	9,198
Driver - Henry, D	31,262		2,575	2,743	2,677	2,654	2,555	2,494	2,886						20,123	11,139
Driver - Lewis, F	31,262		2,857	2,683	2,923	3,170	2,888	1,100	0						19,084	12,178
Driver - Martinez, J	31,262		2,956	2,658	2,597	2,740	2,757	3,812	2,938						15,621	15,641
Driver - Mazyck, Z	31,262		3,243	2,754	2,746	3,056	2,731	3,127	3,061						20,438	10,823
Driver - Ortiz, C	31,262		3,019	2,558	2,810	1,356	2,817	3,739	3,875						20,718	10,544
Driver - Rivera, F	31,262		0	0	0	0	0	0	0						20,672	10,590
Driver - Rogers, J	31,262		3,395	2,915	2,913	3,322	3,253	3,428	3,138						0	31,262
Dispatcher - Kettler, C	27,269		2,303	2,437	2,340	2,405	2,323	2,502	2,451						22,364	8,898
Dispatcher - Furay, E	27,269		0	0	0	0	0	0	0						16,761	10,508
Animal Intake Coordinator - Rosa, Horberto	29,515		4,023	3,096	3,328	3,468	3,712	2,669	3,286						0	27,269
Night Shift Coordinator - Perez, J	31,408		2,560	2,847	2,750	2,682	2,944	3,123	809						23,582	5,933
Kennel Shift Leader - Everett, J	29,515		3,654	4,299	2,947	2,870	2,728	3,672	2,311						17,715	13,693
Kennel Attendant - Allica, I	25,438		2,975	1,281	1,739	-766	0	0	0						22,481	7,034
Kennel Attendant - Garcia, I	25,438		3,583	3,084	844	2,282	2,623	3,286	2,577						5,230	20,208
Kennel Attendant - Karpius, P	25,438		2,850	2,846	2,748	2,337	2,765	2,247	2,244						18,469	6,969
															17,907	7,531

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PERSONNEL SCHEDULE - ACTIVITY

AGENCY NAME: Philadelphia Animal Care & Control Assn.  
 FUNDING: General Fund  
 ACTIVITY: Animal Care & Control

AWARD #: 0620155-01  
 CONTRACT #: 0620155-01  
 INVOICE #: 7-2007

DATE OF SUBMISSION: 21-Feb-08

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Rate / Title	Original Budget	Revised Budget As Of:	July Invoice	Aug Invoice	Sep Invoice	Oct Invoice	Nov Invoice	Dec Invoice	Jan Invoice	Feb Invoice	Mar Invoice	Apr Invoice	May Invoice	Jun Invoice	YTD Payments	Budget Balance
Animal Attendant - Leske, L	25,438		2,678	1,984	2,073	2,588	2,421	2,519	724						14,987	10,451
Animal Attendant - Lewis, J	25,438		3,221	3,595	3,525	2,240	2,230	2,385	2,835						19,831	5,607
Animal Attendant - Molina, C	25,438		2,274	2,404	2,154	2,205	2,221	2,659	2,207						16,124	9,314
Animal Attendant - Sparrow, J	25,438		2,985	2,523	2,182	3,087	2,830	2,108	2,422						18,117	7,321
Option Supervisor - Pacetti, M	29,494		2,077	2,588	2,553	1,080	0	0	0						8,319	21,175
Option Comm. Boyd, A	26,749		2,558	2,274	2,204	2,427	2,352	2,366	2,500						16,682	10,067
Option Comm. Lozado, L	26,749		2,490	2,252	2,210	2,417	2,237	2,482	2,413						16,511	10,238
Option Comm. Perry, M	26,749		2,808	2,381	2,214	2,517	2,378	2,485	2,290						17,073	9,676
Option Comm. Sweeney, K	26,749		2,880	2,452	2,566	2,424	2,558	2,529	2,801						18,040	8,709
Vet Asst. - Clinisdale, A	28,496		2,854	2,552	3,067	1,325	2,347	3,888	193						16,227	12,269
Vet Asst. - McCallion, E	28,496		2,221	-384	0	0	0	0	0						1,837	26,659
Vet Asst. - Mobley, K	28,496		2,350	2,262	106	0	0	0	0						4,718	23,778
Vet Asst. - Kraus, Kelly	28,496		2,988	-138	0	0	0	0	0						2,849	25,647
Vet Asst. - Causanschi, Hillary	28,496		3,266	595	0	0	0	0	0						3,861	24,635
Wage Increase 12x07 (DC33)	23,241														0	23,241
Shift Differential	25,820														0	25,820
Projected Overtime (7% base salaries)	96,934														0	96,934
Kennel Tech - Jenkins, T			2,000	1,688	1,675	-271	0	0	0						5,122	-5,122
Admin. Aide - Coleman			154	0	0	0	0	0	0						154	-154
Vet Asst. - Torres, E				1,188	0	0	0	0	0						1,188	-1,188
Kennel Attendant - Mendoza, J				1,572	408	-63	0	0	0						1,927	-1,927
Kennel Attendant - Reina Sr., T				2,123	183	0	0	0	0						2,306	-2,306
COO - Rae, D				2,720	5,182	6,387	8,182	6,387	6,386						34,244	-34,244
Vet Asst. - Warner, E				1,214	2,685	2,768	2,867	2,851	2,805						15,170	-15,170
Vet Asst. - Walker, M				781	2,559	2,757	2,438	3,306	3,447						15,698	-15,698
Dispatcher - Wright, D				339	2,457	3,895	3,180	3,024	2,862						15,757	-15,757
Kennel Attendant - Griffin Jr, W				189	1,514	1,867	1,568	2,041	2,115						9,124	-9,124
Kennel Attendant - Jimenez, D					355	1,887	465	-465	0						2,242	-2,242
Clinic Service Coordinator - Stupna, J					1,525	3,599	3,650	1,219	0						9,393	-9,393
Vet. Asst. - Stephens, T						3,905	2,450	3,543	3,514						13,812	-13,812
Customer Svc Super. - Berstler, F						3,095	2,383	-1,360	0						4,088	-4,088
Kennel Attendant - Cosmo, M						1,271	1,643	2,323	1,860						7,097	-7,097
Animal Behavioral evaluator - Pastor, J						2,213	2,744	3,117	3,409						11,483	-11,483
Kennel Attendant - pA - Jefferson-Hale, D						279	318	-318	0						279	-279
Dispatcher - Schuster, Arny							758	4,757	2,203						7,718	-7,718
Kennel Attendant pA - Muhammad, Rashad							489	2,853	2,019						5,361	-5,361
Kennel Attendant - Allen Lawrence								3,069	1,882						832	-832
Kennel Attendant - Bonilla, Luis									832						832	-832
Vet Asst. - Waldeck, Ariel									279						279	-279
<b>Total Salaries</b>	<b>\$2,144,153</b>		<b>\$187,583</b>	<b>\$179,870</b>	<b>\$171,887</b>	<b>\$186,830</b>	<b>\$178,329</b>	<b>\$180,682</b>	<b>\$170,813</b>						<b>\$1,250,163</b>	<b>\$894,000</b>

## PHILADELPHIA ANIMAL CARE AND CONTROL ASSOCIATION

## Analysis of Program Supplies for the Period of December 2007

Y\_T\_D

	Y-T-D	Jan	Dec	Nov	Oct	Sept.	Aug	July
I Kennel supplies	\$58,889	\$7,714	\$6,127	\$7,437	\$9,252	\$7,823	\$10,981	\$9,555
II Clinic supplies	145,921	2,246	6,839	24,650	49,312	18,489	13,346	31,039
III Animal control supplies	577	0	0	0	56	20	330	171
<b>TOTAL PROGRAM SUPPLIES</b>	<b>\$205,387</b>	<b>\$9,960</b>	<b>\$12,966</b>	<b>\$32,087</b>	<b>\$58,620</b>	<b>\$26,332</b>	<b>\$24,657</b>	<b>\$40,765</b>

## PHILADELPHIA ANIMAL CARE AND CONTROL ASSOCIATION

## Analysis of Fringe Benefits for the Period of January 2008

Benefit:	Y-T-D	Jan	Dec	Nov	Oct	Sept.	Aug	July
FICA	\$92,801	\$12,707	\$13,419	\$13,502	\$13,870	\$12,862	\$12,236	\$14,205
Unemployment	31,954	20,698	1,605	1889	2,316	1,813	2,057	1,576
Workers Comp.	34,522	5,160	4,887	4826	5,056	4,651	4,866	5,076
Health, net deductions	159,032	22,086	21,351	22502	23,043	25,537	21,990	22,523
Dental =, net deductions	817	437	-130	-214	0	75	-241	890
LTD	2,698	344	401	361	421	382	395	394
Life insur.	2,725	374	403	346	393	374	413	422
Pension	12,127	479	1,491	1931	1,831	1,934	2,687	1,774
	336,676	62,285	43,427	45,143	46,930	47,628	44,403	46,860
Sept Adjust.due to underreporting in Jul & Aug	0	0	0	0	0	33,138	-14,008	-19,130
Reported amounts	\$336,676	\$62,285	\$43,427	\$45,143	\$46,930	\$80,766	\$30,395	\$27,730

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PACCA

Reporting: 01/01/2008 to 01/31/2008

Bus date: 01/31/2008

Account Detail

CSACDTL.L40 Page 1

1 PACCA

I

Date	TRANSACTION	Jnl Description	Ref 1	Ref 2	Ref 3	User	Posted Amount
00-0120 5703 Kennel Supplies							
01/16/08	3478T-0000003	PURCH HILL'S PET NUTRITION Sales, In	4983	entry		25	1,100.00
01/23/08	3478T-0000014	PURCH HILL'S PET NUTRITION Sales, In	4989	entry		25	137.50
01/23/08	3489T-0000001	PURCH Accommodation Mellen, Inc.	5013	entry		25	2,934.91
01/23/08	3489T-0000019	PURCH Penn Veterinary Supply, Inc.	5018	entry		25	1,195.15
01/31/08	3502T-0000001	PURCH Accommodation Mellen, Inc.	5024	entry		28	1,653.20
01/31/08	3502T-0000002	PURCH Campbell Pet Company	5025	entry		28	492.86
00-0120 5703 Kennel Supplies							7,713.42
1 PACCA							7,713.42

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Bus Date: 01/31/2008

PACCA

Account Detail

Reporting: 01/01/2008 to 01/31/2008  
CSACDTL.L60 Page 1

1 PACCA

II

Date	Transaction	Jnl Description	Ref 1	Ref 2	Ref 3	Year	Posted Amount
00-0131 5704 Exam Room Supplies							
01/29/08	1480T-0000000	PURCH PETER ANIMAL HEALTH	5005	entry		25	368.94
01/31/08	1489T-0000014	PURCH Penn Veterinary Supply, Inc.	5018	entry		25	664.14
01/31/08	1502T-0000005	PURCH Penn Veterinary Supply, Inc.	5026	entry		25	1,196.40
01/31/08	1505T-0000006	CRBC Deposit 1-19	ad010824			25	383.06CR
00-0131 5704 Exam Room Supplies							2,248.50
1 PACCA							2,248.50

# ATTACHMENT 5

## POSITION AVAILABLE



### PHILADELPHIA ANIMAL CARE AND CONTROL ASSOCIATION

#### STATEMENT OF QUALIFICATIONS AND DUTIES

#### ANIMAL CONTROL OFFICER

The Animal Control Officer will be primarily responsible for enforcing and investigating local and state animal laws/ordinances. This includes saving, rescuing, and assisting animals in distress or peril.

#### PRINCIPAL DUTIES:

Follow all local, state, and federal laws with regards to animal housing, care, intake, disposition, and employee work related matters.

Serve as a liaison between PACCA and outside agencies needing assistance from the field services division including law enforcement, district attorney's office, courts, and other agencies.

Participate in and encourage interagency investigations for cases involving animal cruelty and neglect.

Responsible for enforcing local and state laws which includes the following primary activities:

- Pick up and impound unwanted, sick/injured, stray, dangerous and other animals.
- Talk to owners, take complaint statements, file complaints, and send letters.
- Set various animals traps as needed.
- Investigate complaints, gather evidence and compile reports.
- Obtain witness supporting depositions.
- Issue tickets for city code violations, make court appearances, and provide testimony as needed.
- Provide 24-Hour, 365 days per year emergency service for sick, vicious, injured animals and animals in danger.
- Become familiar with all techniques and procedures needed for the daily functioning of the shelter, and be prepared to do any task when required.
- Public Assistance Calls, pick-ups and humane visits.
- Prepare daily log sheets and monthly log summaries.

Always promote a humane and caring attitude toward all animals and to treat all animals humanely, properly and with compassion at all times.

To perform other duties as assigned.

#### **PHYSICAL REQUIREMENTS:**

Allergic conditions, which would be aggravated when handling or working with animals, may be a disqualification.

#### **EDUCATIONAL REQUIREMENTS:**

High school diploma or equivalent required, some college preferred. Minimum two years of public contact work or volunteer experience, preferably working with animals. Formal education, certification and/or training in humane law enforcement/animal control or law enforcement. Experience working in a union environment helpful, but not required.

#### **EXPERIENCE, ABILITIES AND QUALITIES REQUIRED:**

Affection for animals, concern for their welfare and a willingness to accommodate animals in the work place. Ability to handle multiple responsibilities, demonstration of strong organizational and writing skills.

Experience in caring for and handling animals in a safe, effective and humane manner, especially larger and possibly untrained animals. Knowledge of contemporary shelter maintenance techniques and accepted sanitary practices. Knowledge of various breeds and their characteristics and familiarity with symptoms of diseases common to dogs and cats. Knowledge of preventive, diagnostic and therapeutic veterinary treatment of domestic animals.

Ability to communicate skillfully and effectively with a culturally diverse staff, volunteers and community in a professional, pleasant, respectful, courteous and tactful manner at all times.

Ability to accommodate varied work assignments and schedules. Maturity, good judgment and professional personal appearance.

Ability to perform all physical aspects of the job, including but not limited to, lifting and moving ~~objects and animals weighing up to 50 pounds for short distances, humanely restraining an~~ animal, and performing all animal control functions in conjunction with local, state and federal investigations.

Comfort and ability to work with animals of unknown disposition and those who may exhibit medical and other problems, as well as aggressive tendencies.

Valid state driver's license.

Must maintain a valid driver's license and notify PACCA immediately of any suspended, revoked or cancelled motor vehicle license.

Must pass a criminal history background check and meet the following minimum requirements\*:

- No record of convictions for any offense graded a felony or misdemeanor.
- No record of convictions of any violation, including a summary offense of 18 PA., C.S. 5511 relating to cruelty to animals.
- No record of convictions of an offense in another jurisdiction, state, territory or country in accordance with the laws of that jurisdiction, state, territory or country equivalent to an offense graded a felony or misdemeanor or an offense of cruelty to animals

**IMMEDIATE SUPERVISOR:**

Field Services Manager

**HOURS:**

NON-EXEMPT POSITION: Minimum 8 hours per day, 40 hours per week. Daily reporting hours and days of the week may vary according to the needs of the department schedule. May be required to be on call on a 24 hour, 365-day basis. Includes weekend, night and holiday work.

**INTRODUCTORY ASSESSMENT PERIOD:**

The introductory assessment period runs from the date of hire for three months thereafter. For employment in any position with PACCA, this introductory assessment period is the period during which the specifics of the job are learned. During this period, either the employee or PACCA may end the employment relationship without notice or prejudice.

**EMPLOYMENT:**

There is no minimum period of employment guaranteed or implied by acceptance of an employment offer. It is the policy of PACCA that even non-exempt positions are governed by the needs of the agency, which means that employment is for no specified term and PACCA may terminate that employment at any time for just cause that is reasonably related to meeting PACCA's goals, for failure to meet goals, or for any infractions of PACCA rules. The Chief Executive Officer has final authority over these decisions and determinations.

**HOW TO APPLY:**

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Interested applicants should submit a resume to:

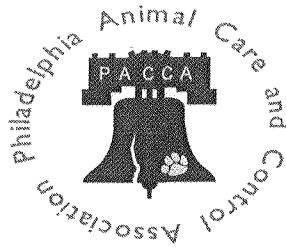
Tara Scherneck, Field Services Manager  
Philadelphia Animal Care and Control Association  
111 West Hunting Park Avenue  
Philadelphia, PA 19140

\*Exceptions subject to discretionary review of Chief Executive Officer. The CEO has final authority over these decisions and determinations, as governed by policy and approval of the Board of Directors, contractual agreements, and federal, state and local legislation.



# ATTACHMENT 6

## POSITION AVAILABLE



### PHILADELPHIA ANIMAL CARE AND CONTROL ASSOCIATION

#### STATEMENT OF QUALIFICATIONS AND DUTIES

#### CHIEF ANIMAL CONTROL OFFICER

The Chief Animal Control Officer will be primarily responsible for enforcing and investigating local and state animal laws/ordinances. This includes saving, rescuing, and assisting animals in distress or peril.

#### PRINCIPAL DUTIES:

Follow all local, state, and federal laws with regards to animal housing, care, intake, disposition, and employee work related matters.

Serve as a liaison between PACCA and outside agencies needing assistance from the field services division including law enforcement, district attorney's office, courts, and other agencies.

Participate in and encourage interagency investigations for cases involving animal cruelty and neglect.

Assist in the supervision of field services staff.

Participate in the development, planning, implementation and coordination of programs, policies and procedures designed to build capacity and increase the quality of services provided by the Field Services Department.

Responsible for enforcing local and state laws which includes the following primary activities:

- Pick up and impound unwanted, sick/injured, stray, dangerous and other animals.
- Talk to owners, take complaint statements, file complaints, and send letters.
- Set various animals traps as needed.
- Investigate complaints, gather evidence and compile reports.
- Obtain witness supporting depositions.
- Issue tickets for city code violations, make court appearances, and provide testimony as needed.
- Provide 24-Hour, 365 days per year emergency service for sick, vicious, injured animals and animals in danger.
- Become familiar with all techniques and procedures needed for the daily functioning of the shelter, and be prepared to do any task when required.
- Public Assistance Calls, pick-ups and humane visits.

- Prepare daily log sheets and monthly log summaries.

Always promote a humane and caring attitude toward all animals and to treat all animals humanely, properly and with compassion at all times.

To perform other duties as assigned.

#### **PHYSICAL REQUIREMENTS:**

Allergic conditions, which would be aggravated when handling or working with animals, may be a disqualification.

#### **EDUCATIONAL REQUIREMENTS:**

High school diploma or equivalent required, some college preferred. Minimum two years of public contact work or volunteer experience, preferably working with animals. Formal education, certification and/or training in humane law enforcement/animal control or law enforcement required. Minimum 1 year management experience required. Experience working in a union environment helpful, but not required.

#### **EXPERIENCE, ABILITIES AND QUALITIES REQUIRED:**

Affection for animals, concern for their welfare and a willingness to accommodate animals in the work place. Ability to handle multiple responsibilities, demonstration of strong organizational and writing skills.

Experience in caring for and handling animals in a safe, effective and humane manner, especially larger and possibly untrained animals. Knowledge of contemporary shelter maintenance techniques and accepted sanitary practices. Knowledge of various breeds and their characteristics and familiarity with symptoms of diseases common to dogs and cats. Knowledge of preventive, diagnostic and therapeutic veterinary treatment of domestic animals.

Ability to communicate skillfully and effectively with a culturally diverse staff, volunteers and community in a professional, pleasant, respectful, courteous and tactful manner at all times.

Ability to accommodate varied work assignments and schedules. Maturity, good judgment and professional personal appearance.

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Ability to perform all physical aspects of the job, including but not limited to, lifting and moving objects and animals weighing up to 50 pounds for short distances, humanely restraining an animal, and performing all animal control functions in conjunction with local, state and federal investigations.

Comfort and ability to work with animals of unknown disposition and those who may exhibit medical and other problems, as well as aggressive tendencies.

Valid state driver's license. Must maintain a valid driver's license and notify PACCA immediately of any suspended, revoked or cancelled motor vehicle license.

Must pass a criminal history background check and meet the following minimum requirements\*:

- No record of convictions for any offense graded a felony or misdemeanor.
- No record of convictions of any violation, including a summary offense of 18 PA., C.S. 5511 relating to cruelty to animals.
- No record of convictions of an offense in another jurisdiction, state, territory or country in accordance with the laws of that jurisdiction, state, territory or country equivalent to an offense graded a felony or misdemeanor or an offense of cruelty to animals

**IMMEDIATE SUPERVISOR:**

Field Services Manager

**HOURS:**

NON-EXEMPT POSITION: Minimum 8 hours per day, 40 hours per week. Daily reporting hours and days of the week may vary according to the needs of the department schedule. May be required to be on call on a 24 hour, 365-day basis. Includes weekend, night and holiday work.

**INTRODUCTORY ASSESSMENT PERIOD:**

The introductory assessment period runs from the date of hire for three months thereafter. For employment in any position with PACCA, this introductory assessment period is the period during which the specifics of the job are learned. During this period, either the employee or PACCA may end the employment relationship without notice or prejudice.

**EMPLOYMENT:**

There is no minimum period of employment guaranteed or implied by acceptance of an employment offer. It is the policy of PACCA that even non-exempt positions are governed by the needs of the agency, which means that employment is for no specified term and PACCA may terminate that employment at any time for just cause that is reasonably related to meeting PACCA's goals, for failure to meet goals, or for any infractions of PACCA rules. The Chief Executive Officer has final authority over these decisions and determinations.

**SALARY:**

\$17.31/hr

**HOW TO APPLY:**

Interested applicants should submit a resume to:

Tara Scherneck, Field Services Manager  
Philadelphia Animal Care and Control Association  
111 West Hunting Park Avenue  
Philadelphia, PA 19140

\*Exceptions subject to discretionary review of Chief Executive Officer. The CEO has final authority over these decisions and determinations, as governed by policy and approval of the Board of Directors, contractual agreements, and federal, state and local legislation.

# ATTACHMENT 7



## MEMORANDUM

**DATE:** January 26, 2008  
**TO:** All Staff  
**FROM:** Doug Rae, Chief Operating Officer  
**SUBJECT:** **BITE CASE PAPERWORK PROTOCOL**

When a person is surrendering an animal, either stray or owned, the following question **MUST** be asked:

**“Has this animal bitten anyone in the past ten (10) days?”**

If the answer to this question is yes, whether the animal is brought in to the shelter or picked up by a driver, a bite case report **MUST** be completed immediately. All drivers **MUST** have blank bite case forms in their vehicles at all times. It must be noted in the computer or on the yellow slip that this animal is a bite case.

Bite case reports must be completed neatly and accurately. Make sure you take your time when documenting the information and that all information is spelled properly and written clearly. All questions should be answered on the bite form. In the event that you do not have an answer for a question asked on the form the word **“unknown”** needs to be written-do not leave the space blank. If a question does not apply to a victim, **“N/A”** should be written.

*Ex. If the victim is a 3 year old child, N/A should be written in the space for Occupation*

*If you do not know if the victim went to the hospital, “unknown” should be written in the space for If Hospitalized*

An animal number or a slip number must be written in the space for Animal ID. Drivers and front office staff must not submit a bite case report without writing these numbers on the report first. **This step is very important.**

If the bite case animal is brought to the shelter by a member of the public, all notes and holds are to be documented in Petpoint at the time of intake. If the animal is brought in by a driver, on a yellow slip, the driver must write all pertinent information and notes on the back of the slip. All notes on a yellow slip will be entered in Petpoint by an office clerk when they are entering the slip into the computer.



The person entering the yellow slip or entering the information in Petpoint must make a photocopy of the bite report. One copy of the report must be attached to the animal's paperwork and the second copy must be faxed and filed. The bite form is faxed to the **Division of Disease Control** at 215-545-8362 (the fax number is listed on the bottom of the bite case form). After it is faxed, the report must be filed, by month, in the black file cabinet located in the hallway by the Administrative Offices.

In the event an animal is returned back to the owner before the bite quarantine has expired, the following procedures should be followed:

- 1) Get permission from a manager before releasing a bite case animal
- 2) Inform the owner that the animal **MUST** be quarantined in their home for the remainder of the ten (10) days. The bite case animal cannot have direct contact and must be isolated from any other animals during this period.
- 3) Give the owner's name, address, telephone number and the animal's A# to a manager. The date of the RTO and the date the bite occurred should also be documented on this paper



## STAFF M E M O R A N D U M

**DATE:** May 17, 2008  
**TO:** All Employees  
**FROM:** Doug Rae, Chief Operating Officer  
**SUBJECT:** RABIES SPECIMEN PROTOCOL

When an animal has bitten and has died or has been euthanized before the ten (10) day quarantine period has expired, it must be decapitated (head removed) and transferred as soon as possible to Disease Control. The following procedure must be followed to ensure proper handling of possible rabies specimens.

*This procedure may also need to be followed in the case of a wild mammal or exposure to a bat (See Margie, Rob, Tara S. or Doug with questions)*

Before you can euthanize and decapitate an animal you must call Disease Control (215-685-6401 or 215-685-6740) and speak with someone. DO NOT leave a message. You will need the paperwork when you make the call to Disease Control because they will need specific information concerning the animal and the human that was bitten. If you cannot speak with a person at Disease Control, please speak to Margie, Rob, Tara S. or Doug before proceeding with the euthanasia and decapitation.

In most cases, the animal should be decapitated immediately following euthanasia or death. In the event there is no one in the shelter who can decapitate, the animal should be refrigerated until the next day. NEVER freeze a possible rabies specimen.

After decapitation, the specimen (head) should be placed in a specimen bag with a copy of the bite case report and a copy of the cage card inside of the bag. The bag, along with paperwork, should be placed in the refrigerator in the clinic supply closet located in the barn.

If you are the employee performing the decapitation, you must complete in full the Specimen sheet located in the 'E' room. Please make sure that you record the date, your name, the animal type & the A # or the Yellow slip #. Once the Specimen sheet is full, please give to Margie.

After the specimen is obtained and someone from Disease Control has verified the "drop-off", you must contact Margie, Rob, Tara S. or Doug so they can arrange for immediate transport to Disease Control.

Please see Doug Rae or Tara Schemnecke with any questions.



# ATTACHMENT 8

Animal Exposure Case Report --  
Human Patients Only  
(Confidential)

Philadelphia Department of Public Health  
Division of Disease Control  
Communicable Disease Control Program  
500 S. Broad Street, Philadelphia, PA. 19146



Identification of Human Patient

Report Date (Mo., Day, Yr.) 5/23/08	Name (Last, First, M.I.) Pyfer III Joseph	Parent or Caretaker (if applicable) Joseph Pyfer III
Address (Number, Street, Apt #, City, Zip Code) 4547 Mercer		Telephone (H) 215-537
DOB (Mo., Day, Yr.) 3/6/49	Age 59	Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F
Occupation Truck Driver		(W) 1584
Name of Employer or School		(C)
Address (Number, Street, City, Zip Code)		

Medical Information

Type of Exposure <input checked="" type="checkbox"/> Bite <input type="checkbox"/> Scratch <input type="checkbox"/> Other	Date Bite Occurred (Mo., Day, Yr.) 5/23/08	Treatment Received? <input type="checkbox"/> Tetanus vaccine <input type="checkbox"/> Antibiotics <input type="checkbox"/> Rabies treatment	<input type="checkbox"/> No treatment <input type="checkbox"/> Unknown	Fatal (check one) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Part of Body Bitten Right arm	If Case Hospitalized (Name of Hospital)	Admission Date	Discharge Date	

Circumstances Surrounding Animal Exposure

Put FOOD DOG and DOG SNAP at him.

Animal Information

Type of Animal (dog, cat, bat, raccoon, etc.) DOG	Breed of Animal Pitt Bull	Color of Animal white Brindle	Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	Spayed/Neutered? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Age of Animal 2 years
Indicate Whether the Animal Exhibited Any of the Following Symptoms: <input type="checkbox"/> Difficulty Swallowing <input type="checkbox"/> Slobbering <input type="checkbox"/> Unusual Viciousness <input type="checkbox"/> Choking <input type="checkbox"/> Sagging Jaw <input type="checkbox"/> No unusual symptoms			Animal Belongs to Patient's Household? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		County Where Animal Bite Occurred Phila
Current Location of Animal (Check one) <input type="checkbox"/> Owner <input type="checkbox"/> Unknown/No Follow-up Address <input type="checkbox"/> Stray			PACCA/Institute Animal ID# 1047 4446		Animal Rabies Vaccine Current? <input type="checkbox"/> No <input type="checkbox"/> Unknown <input checked="" type="checkbox"/> Yes (Date Vaccinated) 5.14.08
Name of Owner Joseph Pyfer III	Address of Owner (Number, Street, City, Zip Code) 4547 Mercer St			Telephone 215 537 1584	

Reporter Information

Name of Person Reporting Case Kaita	Reporter <input type="checkbox"/> ICP <input type="checkbox"/> Veterinarian <input type="checkbox"/> ED <input type="checkbox"/> PACCA Other	Telephone
Reporting Institution	Address (Number, Street, City, Zip Code)	

DO NOT WRITE IN AREA BELOW - FOR DEPARTMENT USE

Name (Person Receiving Report)	Method of reporting <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> Mail <input type="checkbox"/> Active Surveillance <input type="checkbox"/> Other
--------------------------------	--

Any unusual illness, disease clusters or possible outbreaks should be reported *immediately* by telephone.

Please fax all completed reports to 215-545-8362, or call 215-685-6748 to report a case by telephone.

Animal Care And Control Animal Intake Questionnaire  
This form to be filled out (every question answered) for each animal.

Pets Name: \_\_\_\_\_ Number: \_\_\_\_\_

Why are you Surrendering your animal? (Give Detailed Reason):

Bite case

Tell me about your Vet Care:

Is Your Pet Spayed/Neutered: yes When Was Last Vet Visit: \_\_\_\_\_

Any Pre Existing Conditions? (list) NO NO

Medications? \_\_\_\_\_

Bite History: (has your pet ever bitten anyone? Be detailed.)

yes

Where does your pet live? (indoors, outside, both?) Indoors

Where is your pet during the day? ( In, Out, Both?) \_\_\_\_\_

Where does your pet sleep? \_\_\_\_\_

Does your pet get along with:

no kids

Strangers \_\_\_\_\_ Visitors \_\_\_\_\_

How long have you had this pet? overnight Where did you get it? Adopt

If your pet is a candidate for our adoption or transfer program, do you give PACCA permission to contact you, or share your information with another adoption agency that may place your pet for adoption?  
(yes/no) yes

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_



NOTICE TO OWNERS  
SURRENDERING THEIR ANIMALS



BITE CASES

If your animal has bitten someone, Philadelphia Health Code requires you to quarantine your pet for 10 (ten) days. You may quarantine your pet at home. If you would like to keep your pet after the quarantine period, this is your best option. Please check the box below if you do *not* want to reclaim your pet after the quarantine period:

I do not want to keep my pet, I am surrendering this pet to the Philadelphia Animal Welfare Society (PAWS) to be quarantined by PAWS' enforcement division, the Philadelphia Animal Care and Control Association (PACCA). Please skip to the signature line at the bottom of this agreement.

If you wish to quarantine your pet at the shelter and reclaim your pet at the end of the quarantine period, please carefully read the following paragraphs before signing below:

- o *By surrendering your pet to PAWS you are giving up all rights of ownership and PAWS cannot guarantee to fulfill your request to reclaim this animal after the quarantine period based on the possibility of diagnosed or undiagnosed, disclosed or undisclosed medical conditions, injury or disease, prior and/or current exposure to illness, injury or disease including but not limited to rabies, or extreme behavior that presents a safety risk to staff who must care for this animal. ANY OF THESE SITUATIONS MAY LEAD TO DEATH OR THE NECESSITY FOR HUMANE EUTHANASIA. As you have surrendered your pet willingly, PAWS may or may not contact you prior to making a euthanasia decision.*
- o *You understand that your pet may be exposed to illness and disease carried by other animals into the shelter. PAWS will not be responsible for pets that become ill while in quarantine.*
- o *There is a fee for quarantining your pet at PAWS and this fee cannot be waived.*
- o *PAWS is not a veterinary hospital and is not able to provide diagnostic services to determine the cause of this animal's behavior other than performing observation for signs of rabies infection as required by the Philadelphia Health Code.*
- o *If you do not reclaim this animal within 24 hours of the tenth day of your quarantine period, your request to reclaim this animal, after willingly surrendering it, will be considered null and void and the disposition of your pet shall be at the sole discretion of the Philadelphia Animal Welfare Society.*
- o *This animal's quarantine end date is (ten days after the bite occurred): \_\_\_\_\_*

If you understand the conditions and are willing to accept the risks involved with quarantining your animal at the Philadelphia Animal Welfare Society's facility, please check the box below and sign at the bottom of this agreement.

I wish to reclaim my pet after the 10 (ten) day quarantine period.

**SIGNING BELOW INDICATES THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT:**

*[Signature]*  
Signature of person surrendering animal

5-23-08  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Phone number

# ATTACHMENT 9



## GENERAL FIELD SERVICES RESPONSE

### DISPATCH AND RESPONSE PRIORITY

All calls for service must be dispatched and serviced in order of urgency. The following are examples of calls and their priority. No protocol could foresee every possible situation. It is up to the dispatcher to use his or her best judgment if a call comes in with circumstances that warrant it being moved to a higher priority. Calls may be moved up to a higher priority level but *no situation listed should ever be moved down in priority.*

**EMERGENCY PRIORITY** – Emergency priority cases must be dispatched and responded to immediately.

Police Department dispatch/Fire Department dispatch  
Injured stray  
Aggressive stray/Bite case stray

Requests for assistance from L&I, the Sheriff's Department or other public service agencies are usually scheduled in advance but if we are contacted for same day service, these cases are considered emergency priority.

**HIGH PRIORITY** – High priority cases must be handled before all other medium and low priority cases and must be completed on the same shift that the call came in except in cases where the call came in less than two hours of the end of the shift. If a high priority call comes in at the end of a shift, it is the first priority for the shift coming on duty.

Animal in trap  
Stray  
Stray, confined but not safe

**MEDIUM PRIORITY** – Medium priority cases must be handled within 24 hours. *Callers who contact the shelter regarding a medium priority case should be informed that they have the option to deliver the animal to the shelter themselves and that there is no fee for animals who are dropped off.*

Stray, confined and safe  
Sick, owned

**LOW PRIORITY** – Low priority cases must be handled within 72 hours and pick up times can often be scheduled in advance. *Callers who contact the shelter regarding a low priority case should be informed that they have the option to deliver the animal (body) to the shelter themselves and that there is no fee for animals who are dropped off.*

Owned

Deceased\*

*\*Deceased animals should be picked up within 24 hours whenever possible and between May 1<sup>st</sup> and September 30<sup>th</sup>.*

**FIELD SERVICE RESPONSE – CATS**

There is no law preventing cats from roaming free in the City of Philadelphia. Cats must be confined in a crate or trap prior to the dispatch of a Field Services Driver.

# ATTACHMENT 10



## PACCA/PAWS Monthly Comps\_FY08

Animal Control Activities														
Field Service/Enforcement Activities														
	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	FY08 ytd
New and reopened cases :	109	110	133	160	207	172	183	375	366	382	228	226	330	2090
Cases open with no activity	2	0	4	5	9	7	5	17	13	12	1	1	7	56
Cases open and disposition pending:	35	25	51	54	72	57	85	201	139	133	91	73	96	818
Cases completed and closed	72	85	77	106	126	108	93	157	214	233	136	152	227	1212
<b>Complaint actions</b>														
Number of site inspections performed	451	437	543	511	732	553	488	536	457	716	335	579	566	3677
Animals impounded after investigation	125	14	32	46	201	46	270	298	114	102	46	6	16	852
Code violations issued	38	67	47	40	43	80	89	55	39	110	12	52	42	399
Number of dogs licensed	161	139	208	188	168	151	213	139	217	150	132	129	122	1102
<b>Complaint Types</b>														
Farm	0	0	3	4	4	2	3	4	1	1	3	0	1	13
Cruelty complaints	33	42	29	34	47	51	58	67	51	54	51	57	65	403
Nuisance complaints	42	38	57	61	85	93	101	147	99	110	72	73	71	673
At large complaints	23	22	27	36	49	31	38	53	54	52	52	39	53	341
Barking dog complaints	65	65	76	91	125	85	82	148	113	122	95	111	108	779
Wildlife or illegal animal complaints	3	8	2	5	7	6	7	21	4	3	0	1	3	39
Carriage horses	4	1	0	0	4	1	3	1	0	2	0	0	0	6
<b>Field Service Technician Activities</b>														
	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	FY08 ytd
Number of requests received for services:	961	925	1092	1124	1380	1384	1545	1702	1402	1590	1200	1062	1163	9664
Number of requests completed:	784	701	838	865	980	895	1022	1051	883	1007	902	858	881	6604
Number req resolved w/out on-site service:	177	224	254	259	400	399	523	651	519	583	298	291	282	3147
<b>Resolved w/out on-site service:</b>														
Owner/finder found alternate solution and changed mind	N/A	N/A	43	62	65	50	59	38	63	42	35	25	46	368
Brought animal(s) to shelter	N/A	N/A	36	9	20	41	52	37	38	42	13	20	30	232
The animal's owner was located	N/A	N/A	18	15	16	17	10	4	8	13	10	8	4	57
Other	N/A	N/A	157	173	299	291	402	564	410	486	240	151	202	2455
<b>Number of live animals picked up:</b>														
Stray total (live animals)	298	***	375**	284	400	492	531	513	339	488	467	505	351	3194
Owned total (live animals)	238	***	80**	152	136	131	239	224	135	137	214	152	137	1238

## PACCA/PAWS Monthly Comps\_FY08

### Animal Activities

Animal Activities	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	FY08 ytd
Owned dogs	405	345	360	356	368	415	370	385	300	366	328	352	330	2431
Owned cats	520	309	615	694	758	668	780	895	724	703	543	433	419	4497
Owned small mammals, reptiles and other	73	15	53	44	43	59	24	16	37	23	14	30	33	177
Stray dogs	369	297	380	319	323	374	453	371	380	405	367	351	361	2688
Stray cats	372	368	617	882	1040	1082	1105	1306	1250	1072	670	494	519	6416
Stray small mammals, reptiles and other	27	12	47	29	107	89	76	90	69	58	29	39	23	384
Adoption return dogs	N/A	N/A	8	24	29	20	20	38	31	37	43	38	42	249
Adoption return cats	N/A	N/A	11	20	32	21	35	77	45	64	64	51	67	403
Adoption return other	N/A	N/A	0	0	0	0	0	2	0	0	0	0	0	2
Transfer in, dogs	N/A	N/A	13	6	8	1	4	6	4	0	4	7	4	29
Transfer in, cats	N/A	N/A	13	7	3	5	5	4	0	0	0	3	1	13
Transfer in, other	N/A	N/A	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total live animals entering PACCA</b>	<b>1766</b>	<b>1346</b>	<b>2117</b>	<b>2381</b>	<b>2711</b>	<b>2734</b>	<b>2872</b>	<b>3190</b>	<b>2840</b>	<b>2728</b>	<b>2062</b>	<b>1798</b>	<b>1799</b>	<b>17289</b>

### Animal Disposition

Animal Disposition	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	FY08 ytd
Dogs returned to owner	39	27	50	55	83	58	54	47	57	43	47	54	40	342
Cats returned to owner	8	10	8	10	38	8	13	1	6	11	4	4	11	50
Other returned to owner	3	0	0	0	1	0	0	1	2	0	0	0	0	3
Dogs adopted	129	53	115	163	107	166	152	166	161	151	193	172	201	1196
Cats adopted	369	148	328	358	299	485	804	947	772	614	683	481	473	4774
Other adopted	12	14	13	15	3	9	5	6	7	20	8	9	5	60
Dogs transferred	240	154	207	164	212	243	231	310	183	220	211	205	203	1563
Cats transferred	119	116	241	276	253	284	89	190	152	145	106	201	109	992
Other transferred	54	2	31	24	13	78	11	20	30	18	15	14	29	137
Released to wild	4	2	3	19	17	20	9	14	12	3	1	8	5	52
Died in care dog	N/A	N/A	N/A	N/A	N/A	6	0	2	5	3	3	2	6	21
Died in care cat	8	1	13	2	52	17	18	22	26	46	21	20	8	161
Escaped	0	0	1	1	2	0	0	0	0	1	0	0	0	1
Outcome owner/finder changed mind	N/A	1	1	11	18	6	3	0	0	0	0	0	0	3
Outcome owner/finder handed off	N/A	0	0	2	0	0	0	0	0	0	0	0	0	0
Outcome not recorded dog	N/A	N/A	N/A	N/A	N/A	7	0	0	0	0	0	2	1	3
Outcome not recorded cat	42	37	0	57	17	53	0	0	0	0	0	0	1	1
Outcome not recorded other	N/A	N/A	N/A	N/A	N/A	4	0	0	0	0	1	0	0	1

### Pit to Death (PTD)

Pit to Death (PTD)	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	FY08 ytd
Treatable, rehabilitatable or manageable med or beh conditions PTD	300	155	350	574	831	0	957	425	707	726	428	370	362	3975
Non-treatable, rehabilitatable or manageable med or beh conditions PTD	187	102	100	55	72	0	109	67	127	173	118	105	66	765

**PACCA/PAWS Monthly Comps. FY08**

Wildlife or illegal animals PTD	18	3	15	22	19	0	20	11	22	17	8	15	4	97
Pit bulls PTD based on breed	49	38	71	41	49	0	5	4	9	1	0	0	0	19
Non-treatable, non-rehabilitatable or non-managable med or beh PTD at Owner req:	134	82	93	79	75	0	83	49	94	90	77	100	76	569
Animals euthanized due to lack of space:	0	0	0	0	0	0	0	0	7	16	8	1	1	33
Uncategorized euthanasia	64	237	77	0	105	1530	132	928	50	3	24	3	10	1150
<b>Total number of animals PTD</b>	<b>752</b>	<b>617</b>	<b>706</b>	<b>771</b>	<b>1151</b>	<b>1530</b>	<b>1306</b>	<b>1484</b>	<b>1016</b>	<b>1026</b>	<b>663</b>	<b>594</b>	<b>519</b>	<b>6608</b>
<b>Total number of animal dispositions</b>	<b>1779</b>	<b>1182</b>	<b>1717</b>	<b>1928</b>	<b>2266</b>	<b>2974</b>	<b>2695</b>	<b>3210</b>	<b>2429</b>	<b>2301</b>	<b>1956</b>	<b>1766</b>	<b>1611</b>	<b>15968</b>
Outcome not complete (animals in care)	-13	164	400	453	445	-240	177	-20	411	427	106	32	188	1321
<b>Calendar Booktake Totals</b>	<b>Jan-07</b>	<b>Feb-07</b>	<b>Mar-07</b>	<b>Apr-07</b>	<b>May-07</b>	<b>Jun-07</b>	<b>Jul-07</b>	<b>Aug-07</b>	<b>Sep-07</b>	<b>Oct-07</b>	<b>Nov-07</b>	<b>Dec-07</b>	<b>Jan-08</b>	<b>FY08 ytd</b>
Total Cats received:	892	677	1256	1603	1833	1776	1925	2282	2019	1839	1277	981	1006	11329
Total Dogs received:	774	642	761	705	728	810	847	800	715	808	742	748	737	5397
<b>Total Cats &amp; Dogs received</b>	<b>1666</b>	<b>1319</b>	<b>2017</b>	<b>2308</b>	<b>2561</b>	<b>2586</b>	<b>2772</b>	<b>3082</b>	<b>2734</b>	<b>2647</b>	<b>2019</b>	<b>1729</b>	<b>1743</b>	<b>16726</b>
<b>Calendar Dog Euthanasia Totals</b>	<b>Jan-07</b>	<b>Feb-07</b>	<b>Mar-07</b>	<b>Apr-07</b>	<b>May-07</b>	<b>Jun-07</b>	<b>Jul-07</b>	<b>Aug-07</b>	<b>Sep-07</b>	<b>Oct-07</b>	<b>Nov-07</b>	<b>Dec-07</b>	<b>Jan-08</b>	<b>FY08 ytd</b>
Total Cats euthanized	373	287	366	464	700	1107	957	1141	716	682	378	237	284	4395
Total Dogs euthanized	349	318	313	279	328	397	321	289	243	290	211	265	227	1846
<b>Total Cats &amp; Dogs euthanized</b>	<b>722</b>	<b>605</b>	<b>679</b>	<b>743</b>	<b>1028</b>	<b>1504</b>	<b>1278</b>	<b>1430</b>	<b>959</b>	<b>972</b>	<b>589</b>	<b>502</b>	<b>511</b>	<b>6241</b>
<b>PERCENTAGE LIVE RELEASE</b>	<b>Jan-07</b>	<b>Feb-07</b>	<b>Mar-07</b>	<b>Apr-07</b>	<b>May-07</b>	<b>Jun-07</b>	<b>Jul-07</b>	<b>Aug-07</b>	<b>Sep-07</b>	<b>Oct-07</b>	<b>Nov-07</b>	<b>Dec-07</b>	<b>Jan-08</b>	<b>FY08 ytd</b>
Cats	57%	58%	70%	71%	59%	37%	49%	49%	63%	60%	69%	74%	71%	60%
Dogs	55%	50%	59%	60%	55%	50%	62%	64%	65%	64%	71%	64%	68%	65%
<b>Total Cats &amp; Dogs Live Release %</b>	<b>56%</b>	<b>54%</b>	<b>66%</b>	<b>68%</b>	<b>58%</b>	<b>41%</b>	<b>53%</b>	<b>53%</b>	<b>64%</b>	<b>61%</b>	<b>70%</b>	<b>70%</b>	<b>70%</b>	<b>62%</b>

<b>Medical Services</b>		<b>Jan-07</b>	<b>Feb-07</b>	<b>Mar-07</b>	<b>Apr-07</b>	<b>May-07</b>	<b>Jun-07</b>	<b>Jul-07</b>	<b>Aug-07</b>	<b>Sep-07</b>	<b>Oct-07</b>	<b>Nov-07</b>	<b>Dec-07</b>	<b>Jan-08</b>	<b>FY08 ytd</b>
<b>Spay/Neuter Services:</b>															
Canine, shelter		162	147	95	119	90	170	120	91	137	157	195	97	167	964
Feline, shelter		299	257	328	389	350	484	800	601	881	656	692	440	569	4639
Other, shelter		23	8	13	2	2	0	0	0	0	0	0	0	0	0
Canine, public		9	20	34	30	54	182	0	0	0	0	0	0	0	0
Feline, public		157	257	148	236	201	193	110	0	0	0	0	0	0	110
Other, public		0	1	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Surgeries</b>		<b>650</b>	<b>690</b>	<b>618</b>	<b>776</b>	<b>697</b>	<b>1029</b>	<b>1030</b>	<b>692</b>	<b>1018</b>	<b>813</b>	<b>887</b>	<b>537</b>	<b>736</b>	<b>4977</b>
<b>DOA Total Animals Disposed</b>		<b>Jan-07</b>	<b>Feb-07</b>	<b>Mar-07</b>	<b>Apr-07</b>	<b>May-07</b>	<b>Jun-07</b>	<b>Jul-07</b>	<b>Aug-07</b>	<b>Sep-07</b>	<b>Oct-07</b>	<b>Nov-07</b>	<b>Dec-07</b>		<b>FY08 ytd</b>
Total DOA disposals (Dead on arrival)		73	***	137	136	112	146	99	230	137	156	111	111	103	844

# ATTACHMENT 11



**City of Philadelphia  
Division of Social Services  
Department of Public Health  
September 17, 2007**

**PACCA Discussion Items**

Examples of cases presented in these records of animals transferred from PACCA to the PSPCA include:

1. 5/12/07, Record # 365010  
Pit Bull stray. Hit by car. Possible broken pelvis, can't stand, very painful. X-rays pelvis broken in three areas, unable to move stools. Euthanized on 5/15/07.
2. 6/2/07, Record # 356660  
Stray kitten. Received with hole on left hind leg, limping on this leg. Pus coming out of wound. Euthanized on 6/2/07.  
PSPCA notes: Cat was suffering, should not have had to suffer longer during transport.
3. 6/2/07, Record # 365650  
Pit Bull stray. Fracture of left hind leg, little response left in leg. Euthanized on 6/2/07.  
PSPCA notes: Animal was euthanized as soon as it came in. Leg was flopping all over and had massive blood pools under the skin. Dog was suffering and had signs of possible internal bleeding. Should not have suffered longer during transport.
4. 7/16/07, Record # 366886  
Chihuahua stray. Possible spinal injury laceration. Possibly hit by car. All four legs extended, possible brain damage. Euthanized on 7/16/07.  
PSPCA notes: Dog should not have been transported. Could not move at all.
5. 8/1/07, Record # 367313  
Pit Bull stray. Found on porch with multiple wounds. Right foot badly injured and bones exposed. Wound on left hind leg. Puncture wound on head. Euthanized on 8/1/07
6. 8/17/07, Record # 367875  
German Shepard stray. Injured animal with broken jaw. Thrown from truck.  
Euthanized on 8/17/07
7. 8/21/07. PACCA Animal ID # A03043214  
Terrier/Pit Bull mix stray.  
PACCA Kennel Card Notes: hind legs ok, painful on extension of hind legs, deep pain sensation present... PACCA Medical Status: Minor Issues  
PSPCA handwritten notes on record: paralysis of hind leg. Possible injury to back bone. This was determined to have a broken back. Euthanized on 8/21/07

Funder issues

Regarding the City's contract with PACCA, the Health Department has brought to PACCA's attention concerns with the phone answering system currently in place. The Department routinely receives complaints from private citizens and other City agencies attempting to contact PACCA by phone, only to

experience long waits of up to two hours or have the calls dropped. As recently as June 26, 2007, PACCA was informed of issues with extended "wait times", no PACCA staff answering the calls, or calls actually being held and then dropped. PACCA agreed there that there are issues to be addressed and that they are continually working with the contractor to correct these problems. To our end, the Health Department added to the FY08 PACCA's Scope of Services the need of a phone software package equivalent to the City's system where the Department can review the call logs to insure adequate phone service.

In addition, the Division of Disease Control has documented with PACCA and Vector Control Services, ongoing problems with PACCA's handling of rabies specimens for testing. The Division of Disease Control has brought these issues to the attention of Vector Control Services. Several meetings have occurred to rectify these problems. However, as recently as September 5, 2007, PACCA was again notified of the problem of lack of paperwork for specimens, specimens with no paperwork, or actually, wrong specimens. This is an important function of the Department and PACCA, as the health and safety of citizens is paramount. There is always the potential risk of rabies when people are bitten by an animal. Failure to appropriately identify rabies could have devastating, even life threatening consequences for the Philadelphians who may be affected. To prevent this, specimens for testing must be handled in a proper and timely fashion. One example of this issue is when, in April of this year, Arianna Williams was scratched/bitten by a cat on April 12, 2007. The cat was being quarantined at PACCA and was euthanized on 4/14/07. The PDPH Lab never received the cat specimen for testing, nor the paperwork to request testing. Since the animal could not be observed alive, and was not submitted for testing, Miss Williams' parents were notified to seek rabies post exposure prophylaxis for their daughter.



# CITY OF PHILADELPHIA

Department of Public Health  
1101 Market St., 8th Floor  
Philadelphia, PA 19107  
(215) 685-5673  
Fax (215) 685-5398

CARMEN I. PARIS, MPH  
Health Commissioner

JOSEPH C. CRONAUER  
Executive Deputy Commissioner

September 19, 2007

Tara Derby, Executive Director  
Philadelphia Animal Care and Control Association (PACCA)  
111 W. Hunting Park Ave.  
Philadelphia, PA 19140

Dear Ms. Derby:

I would like to thank you and your colleagues for meeting with us on September 17 to discuss important issues we have, and that have been brought to our attention, regarding animal control services. I will highlight the major points of our meeting.

As we discussed, on August 22, 2007, the Philadelphia Department of Public Health met with the Pennsylvania Society for the Prevention of Cruelty to Animals (PSPCA) at the request of the PSPCA Executive Staff. The purpose of that meeting was to bring to the Department's attention serious concerns PSPCA had regarding some of PACCA's actions with them. Attached is the document we shared with you at our meeting on Monday that lists these complaints.

Additionally in our meeting on Monday, we also identified two other areas of concern to the department, which are inadequacies in your phone system, and the handling of potential rabid cases.

As promised in our meeting, we are identifying all the outstanding issues for which we request that you submit to us corrective actions and as appropriate further explanation for the occurrence of these problems. These issues are listed below:

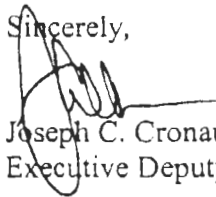
1. PSPCA transferred animals deemed too injured to be treated
2. Transfer of pregnant felines
3. Engaging PSPCA in animal rescue activity that is the sole responsibility of PSPCA
4. Unacceptable responsiveness of PACCA phone answering system.
5. Inappropriate handling of potential rabid specimens

Page 2  
September 20, 2007

I am requesting that you submit your corrective actions to me by Tuesday, Monday, October 9, 2007.

Thank you for your willingness to work with us on these important animal control and public health issues.

Sincerely,



Joseph C. Cronauer  
Executive Deputy

JCC/el

cc: Julia Danzy, Director of Social Services  
Izzat Melhem, Assistant Health Commissioner  
William Ferraro, Chief, Vector Control Services



# ATTACHMENT 12



October 8, 2007

Joseph Cronauer  
Executive Deputy Commissioner  
Department of Public Health  
1101 Market Street, 8<sup>th</sup> Floor  
Philadelphia, PA 19107

Dear Mr. Cronauer:

On September 17, 2007, a meeting was held at the Health Commissioner's Office to discuss issues that the Health Department has with animal control services that are provided by the Philadelphia Animal Care and Control Association (PACCA). This meeting was called by the then acting Health Commissioner Carmen Paris. Following the meeting, I received a letter from you highlighting the major concerns to be addressed.

In your letter, dated September 19, 2007, you identified three primary points of concern covered in the meeting. These are:

1. "Serious concerns about PACCA as reported by the Pennsylvania SPCA to the Department of Public Health"
2. "Inadequacies in the PACCA phone system"
3. "Handling of potential rabid cases"

### PSPCA

The main focus of the meeting consisted of the alleged inappropriate actions committed by PACCA as reported by the Pennsylvania SPCA. These alleged inappropriate actions centered on three main issues, as reported in your letter to me, dated September 19, 2007:

1. Animals transferred to the PSPCA deemed too injured to be treated
2. Transfer of pregnant felines to the PSPCA
3. Engaging PSPCA in animal rescue activity that is the sole responsibility of PACCA (although it says the sole responsibility of PSPCA in your letter)

### PROBLEM: PSPCA, ANIMALS TOO INJURED TO BE TREATED

Our meeting on September 17, 2007 opened with a discussion as to why injured strays were being transferred from PACCA to the PSPCA. There was also a lengthy discussion as to why animals were being sent that the PSPCA deemed too injured to be treated. During this meeting Ms. Julia Danzy referred to a list of thousands of records that were shared with her by the Health Department, but originating from the PSPCA, referencing animals that were being

transferred from PACCA to the PSPCA that were too injured to treat. In an effort to provide some context for this concern, Ms. Danzy explained that the document containing discussion items for the meeting that was being presented to PACCA by the Division of Social Services and the Health Department provided seven (7) of the allegedly most egregious examples of animals the PSPCA deemed too injured to be transported and which they considered possibly cases of cruelty on the part of PACCA. This list of cases contained those that described animals who, upon diagnosis could have been euthanized immediately, and others with treatable conditions, based upon their medical descriptions.

### CORRECTIVE ACTION: PSPCA, ANIMALS TOO INJURED TO BE TREATED

#### Item 1: Injured Animal Transfer Protocol and Agreement

It is important to note that in May 2007, Susan Cosby, former COO of PACCA and Elaine Skypala, COO of the PSPCA, met several times to discuss how to deal with injured stray animals. This discussion was necessitated by an historically significant confusion between the two agencies about how to deal with injured strays. This confusion dates back to when the PSPCA relinquished the animal control contract with the City, in part because the job of killing animals was the antithesis of its core mission and charter to save and protect animals. The meetings and discussions between Ms. Cosby and Ms. Skypala produced a collaborative inter-agency Injured Animal Transfer Protocol and Agreement. The contents of this mutually beneficial protocol were distributed to all PACCA/PAWS staff as a new agency protocol for injured strays on May 25, 2007 (please see attachments) and were to have been transmitted by Ms. Skypala to the PSPCA staff in similar fashion.

Directly addressing the alleged complaint by the PSPCA that PACCA was transferring animals who were too injured to treat, one of the rules of the Injured Animal Transfer Protocol and Agreement states:

"...any stray that is irremediably suffering, or determined to be non-savable, will be euthanized at PACCA and not subjected to additional trauma of further transport."

PACCA's ability to conclusively determine if an animal is irremediably suffering is often tied to x-rays and use of diagnostic tools that PACCA does not have at its facility. The other hindrance to on site and immediate diagnosis is that at this 24-7, 365-days per year operation PACCA is only funded for two part-time veterinarians. While PACCA has done our best to supplement the veterinary staff with volunteers and Penn Vet students (it is important to note that PACCA has more than doubled its clinic staff in the last two years without adequate funding to do so) we are in dire need of at least two additional full-time veterinarians (and City funding to pay for them). Until such time as we have adequate veterinary coverage, we will not be able to appropriately diagnosis animals in our care. So as to not summarily kill potentially treatable animals, we instead err on the side of caution and send potentially treatable animals to the PSPCA for diagnostic care.

Another point of the Injured Animal Transfer Protocol and Agreement states:

"PACCA/PAWS veterinary assistants will evaluate injured stray animals. . . [n] consult with either a PACCA/PAWS staff veterinarian, clinic services manager. . . to determine if veterinary care or diagnostic testing, beyond PACCA/PAWS' ability to provide, is needed. Animals will be evaluated on a case by case basis and the PSPCA understands the level of care PACCA/PAWS is able to provide may vary from day to day."

In consideration of the establishment and implementation of the Injured Animal Transfer Protocol and Agreement, it is PACCA's position that we have always acted in good faith, and in accordance with this agreement. However, as illustrated in Item 3 of this section, PACCA is no longer sending animals with orthopedic issues, which account for the majority of our injured stray cases (e.g. animals hit by cars), due to the PSPCA's recent notice of its lack of resources to address these issues. In addition, PACCA has agreed to work on a revised draft of the inter-agency Injured Animal Transfer Protocol and Agreement, submit it to the PSPCA for approval, and use it as a guideline for engaging the PSPCA in assisting in the treatment and care of Philadelphia's animals that PACCA is contractually responsible for but may not be adequately funded to nor have the necessary equipment to provide.

#### Item 2: Animals Presented with Savable Conditions

While there may be animals on the list presented by the Division of Social Services and the Health Department that were irremediably suffering, it is PACCA's position that at the time of presentation of these animals to the shelter, that our clinic staff made the decision to transport the animals in accordance with the protocol in lieu of conclusive and comprehensive diagnosis. Furthermore, it is PACCA's position that many of the seven (7) animals presented on the list of discussion items during the meeting may have been suffering with treatable conditions and therefore completely savable given the appropriate care. An example of an animal deemed savable upon diagnosis is:

8/17/07, Record # 367875. German Shepherd stray. Injured animal with broken jaw. Thrown from truck. Euthanized on 8/17/07.

Although the PSPCA is no longer taking any injured stray animals from PACCA with possible or confirmed orthopedic issues due to resources constraints, as recently as late September, PACCA worked with Penn Vet to repair and save a dog with a broken jaw. A broken jaw is not a non-treatable condition. In most cases, it is an issue of resources, but with surgery and proper care and recovery, these types of conditions can be addressed and animals can be rehabilitated and re-homed. Whether the animals are saved or not is directly related to a combination of available community resources, government funding, and a desire to save lives. Moreover, in a document called the Community Animal Health Matrix, as agreed upon by the PSPCA, PACCA, Morris Animal Refuge and the Alliance for Philadelphia's Animals (see attached document) only animals with the following conditions are determined to be non-savable, unhealthy, or untreatable:

*Canine and feline distemper*  
*Vicious dogs*  
*Cancer with a poor prognosis*  
*FeLV, FIV symptomatic*

Clearly, animals with broken jaws, broken legs, pus coming out of wounds or a broken pelvis are not on this list of non-savable, untreatable animals. The ability to treat is directly attributed to resources available for treatment. We now understand that the PSPCA does not have the resources to care for most animals with treatable orthopedic conditions and we have ceased transfer of injured stray animals with these conditions.

#### Item 3: Meeting with PSPCA Leadership

Following our meeting on September 17, 2007, I met with Howard Nelson, CEO of the PSPCA to discuss the current status of the relationship between the PSCPA and PACCA. As you are



aware from your former role as PACCA Board President, this relationship has been tense since the inception of PACCA through various administrations at both agencies. Mr. Nelson explained to me that the PSPCA engaged the City about some issues with PACCA due to recent challenges between the two agencies. He concurred with me that, in fact, it would be best for the two agencies to work out issues collaboratively and that going forward, we would avoid engaging other entities, including the City, as a method of resolving our problems. Following this meeting, Mr. Nelson and I met again, along with medical staff from PACCA and from the PSPCA to discuss what animals the PSPCA could accommodate and provide treatment for in accordance with the inter-agency Agreement. Mr. Nelson stated that at this time, the PSPCA is unable to provide any assistance with injured stray animals that have orthopedic issues due to available resources.

Currently, PACCA has ceased transfer of orthopedic cases to the PSPCA and is presently working with other community entities and expanding its fundraising efforts to assist injured animals. In addition, it is PACCA's ongoing position that the City of Philadelphia does not provide adequate resources in order to enable PACCA to comprehensively address issues and care surrounding injured strays, for which it is contracted to do so by the City contract. While we are very pleased to be working in partnership with the City, we must continue to acknowledge how a paucity of resources, both historically and currently for animal care and control, continues to impact delivery of services to the animals, the citizens, and a variety of community stakeholders including the PSPCA.

More specifically, under Pennsylvania state law, all stray dogs must be held for 48 hours, unless determined to be irremediably suffering by a veterinarian. Currently, as is the case with many animal control facilities that are grossly underfunded, PACCA has no other choice but to euthanize animals with conditions that are treatable, but which cause grave suffering in the absence of 24-hour quality nursing care. The animal control contract requires that PACCA be available to pick up and intake all injured stray animals, 24 hours a day, 7 days per week, 365 days per year. PACCA simply does not have enough funding for supplies or human resources to adequately comply with this requirement. For example, if a dog comes in that requires 24-hour nursing care using a course of expensive pain killers to humanely manage its pain for 48-hours, PACCA currently does not have the funding to support the human resources to perform this work, nor the funding to purchase supplies that would double or triple spending in the clinic (current budget calls for only \$200,000 in clinic spending per year). The standard of care that PACCA can provide injured stray animals is confined by the funding from the City, and the subsequent standard of care at current funding levels is neither sufficient to care for all injured strays nor anywhere near national norms. With adequate funding, 24-hour nursing care for animals could be provided, and more injured stray animals could be treated. In essence, just as is the case for the PSPCA, PACCA cannot treat animals which are savable because there are not enough resources available to do so.

#### **PROBLEM: PSPCA, TRANSFER OF PREGNANT FELINES**

During our meeting on September 17, 2007 and in the letter sent on September 19, 2007, you stated that the PSPCA had serious concerns with the transfer of pregnant felines from PACCA to the PSPCA.

#### **CORRECTIVE ACTION: PSPCA, TRANSFER OF PREGNANT FELINES**

On September 25, 2007, I met with Howard Nelson, CEO of the PSPCA, along with staff members of the PSPCA and PACCA. During this meeting, I asked him if he could clarify what the specific issues were in reference to the PSPCA's official complaint made to the City of Philadelphia's Department of Public Health regarding the problem of transferring of pregnant

felines from PACCA to the PSPCA. Mr. Nelson indicated that he was unaware of any such issue, and that this was not part of the official complaint made by the PSPCA to the Department of Public Health. He indicated that he would be willing to send a note to the Department of Public Health indicating his position. In an effort to make sure we had mutual understanding, I asked him again if there were any issues with the transfer of pregnant felines to the PSPCA. He said, "No." I indicated I would relay that there were no issues with the transfer of pregnant felines to the PSPCA as part of my official response to the City's request for corrective action and explanation for the occurrence of problems with the PSPCA.

**PROBLEM: PSPCA, ENGAGING IN ANIMAL RESCUE ACTIVITY THAT IS THE SOLE RESPONSIBILITY OF PACCA**

According to the statements made by the Health Department during our meeting on September 17, 2007, the PSPCA has officially complained that they are engaged in the rescuing of animals (stray or owned) and that this activity is the sole responsibility of PACCA.

**CORRECTIVE ACTION: PSPCA, ENGAGING IN ANIMAL RESCUE ACTIVITY THAT IS THE SOLE RESPONSIBILITY OF PACCA**

Historically, since the inception of PACCA, it was never perceived by the Health Department that animal rescue (climbing trees and/or ladders to rescue animals from danger) was the job of animal control. It was always perceived that this was the job of the PSPCA, and in fact, staff from both agencies recall this being the "understanding" of some of the differences in work performed by both shelters. If it were the case that this was PACCA's job from the inception of the agency in 2002, then why were animal control vehicles purchased by the Health Department at the inception of the agency, without having the ability to transport and support ladders to perform these rescue activities? Why have there never been any efforts to purchase tree climbing equipment to rescue animals, including during the period from 2002-2005 when the Health Department governed all agency activities? And why, during two union labor negotiation contract periods prior to 2005, when the union participated in bargaining activities around safety conditions for its membership involving risks associated with animal rescue was there never mention of ladder usage or other rescue by "climbing?" In fact, the union position has been that this was NEVER presented as part of the scope of work of animal control. Not until this year, in 2007, when the PSPCA officially declared that it would no longer do this work, did discussions around tree climbing and using ladders to rescue animals ever become part of the scope of animal control services provided by PACCA. Indeed, while these may now be considered animal control activities, the City has historically neither funded PACCA to provide these services nor to purchase the equipment necessary to offer these services.

PACCA is more than willing to provide these services, and has taken the following steps to begin implementing this as part of growing scope of services:

1. Engaged Local 488 in discussions around proper training for staff to use ladders and tree climbing equipment. The union will be involved in reviewing all training programs involving the safety of the members they represent. The union's position is that no staff member should perform these duties unless they have been provided with proper training and equipment due to safety risks.
2. Research of companies and agencies to provide safety ladder training for staff. OSHA and other resources recommended by the ASPCA are being pursued.
3. Research of the cost of ladders equipment to transport ladders on vehicles that are not designed to transport the ladders, and tree climbing equipment. It is PACCA's current estimate that these new equipment costs for an expansion in scope of services will cost a minimum of \$9,500. PACCA will keep the City involved in these discussions and the

need to cover these costs, as these are new items that need to be purchased for an increased scope of services that were previously not included in the PACCA budget.

It is important to note that PACCA and the PSPCA work collaboratively on a number of activities and initiatives. PACCA is deeply appreciative of the assistance the PSPCA can provide to the agency in an effort to save animals and rescue them from danger. Until we have our rescue program fully implemented, we will continue to engage the PSPCA in an effort to reach the time when these activities can be fully executed by PACCA staff, without any assistance from the PSPCA.

It is important to note at this juncture that in a similar fashion to the assistance the PSPCA offers PACCA with occasional activities in an effort to provide a continuum of care for Philadelphia's animals, so does PACCA offer the PSPCA services that are solely the responsibility of the PSPCA and is outside of the scope of work that animal control is both mandated and funded to provide. PACCA assists the PSPCA in these cases because it is the right thing to do for the animals and for the citizens of Philadelphia. Unless requested by the PSPCA or the City to do so, PACCA will not stop assisting the PSPCA in facilitating the delivery of services to an animal or citizen in dire need of emergency help.

PACCA participates and assists in a variety of cruelty investigations annually. In FY 2007 alone, PACCA participated and assisted in 125 cruelty investigations. PACCA has no jurisdiction in these cases nor funding for these activities, but participates in an effort to help constituents, the animals, and the PSPCA. Specific examples of these investigations include:

June 7, 2007

760 East Willard Street

PACCA Field Services Drivers and Animal Control Officers responded to a call for help from a PSPCA Anti-Cruelty Officer. There were 22 dogs in residence confined to filthy cages. Dog fighting materials were on location. PACCA assisted with the removal and transportation of the 22 dogs.

July 25, 2007

1432 South 24<sup>th</sup> Street

PACCA Field Services Driver and an Animal Control Officer responded to a police radio concerning 4 dogs inside of a home. Three of the dogs had severe bite wounds and fighting scars. A dog fighting ring was observed in the basement of the home. Although the PSPCA was contacted, they did not immediately arrive on location to remove the dogs. PACCA removed the dogs from the location and transported the animals back to PACCA where they were housed for several days before being transported to the PSPCA.

August 15, 2007

3404 Ashfield Lane

Animal Control Officers responded to a call from L&I. Multiple cats were inside the residence in horrific, deplorable conditions. Reports of several dead cats inside residence. PACCA assisted with the removal and transport of over 13 live cats and 4 dead cats to the PSPCA. PACCA continued follow up services for several days by trapping cats and regularly checking property for cats.

September 14, 2007

800 Block of Sanger Street



PACCA Field Services Drivers and Animal Control Officers responded to a police radio concerning 16 pit bull dogs being confined inside of a u-haul truck. Cruel conditions reported. PACCA removed animals and assisted with transport of the dogs to the PSPCA.

October 3, 2007

6631 Horrocks Street

PACCA Field Services Drivers and Animal Control Officers assisted L&I in the removal of over 40 cats and 12 dogs inside the residence. Animals were living in cruel conditions. PACCA removed animals and assisted with transport to the PSPCA.

October 6, 2007

1198 Adams Avenue

PACCA Field Services Drivers and Animal Control Officers responded to police radio calls concerning possible dog fighting and numerous pit bull dogs in the residence. PACCA removed animals and assisted with transport to the PSPCA.

#### **PROBLEM: UNACCEPTABLE RESPONSIVENESS OF PACCA PHONE ANSWERING SYSTEM**

During our meeting on September 17, 2007, the Health Department noted that:

"The Department routinely receives complaints from private citizens and other City agencies attempting to contact PACCA by phone, only to experience long waits of up to two hours or have the calls dropped. As recently as June 26, 2007, PACCA was informed of issues with extended 'wait times', no PACCA staff answering the calls, or calls actually being held and then dropped. PACCA agreed that there are issues to be addressed and that they are continually working with the contractor to correct these problems. To our end, the Health Department added to the FY08 PACCA's Scope of Services the needs of a phone software package. . ."

#### **CORRECTIVE ACTION: UNACCEPTABLE RESPONSIVENESS OF PACCA PHONE ANSWERING SYSTEM**

As outlined in the Health Department's own acknowledgment of the issue with the phones, PACCA staff are working diligently with our vendor to improve the still relatively new phone system. A major adjustment was made to the phone system in August 2007, that we discussed during our meeting on September 17, 2007. Since that time, we have seen our animal control complaint calls more than double and our calls for services increase as well. We have also seen a decrease in the number of calls complaining about our phone system from the Department and from constituents. Staff are being trained continuously and new phone policies have been distributed to all clerical, dispatch and adoption staff.

PACCA is working with its vendor to select one of two phone software packages that will review the number of incoming calls and the ultimate outcome of all calls. We anticipate purchasing and installing this package by the end of November 2007.

#### **PROBLEM: INAPPROPRIATE HANDLING OF POTENTIAL RABID SPECIMENS**

During our meeting on September 17, 2007, the Health Department noted:

"...the Division of Disease Control has documented with PACCA and Vector Services, ongoing problems with PACCA's handling of rabies specimens for testing. . . as recently as September 5, 2007, PACCA was again notified of the problem and lack of paperwork for specimens, specimens with no paperwork, or actually, wrong specimens. . . [a] cat was being quarantined at



PACCA and was euthanized on 4/14/07. The PDPH Lab never received the cat specimen for testing. ...'

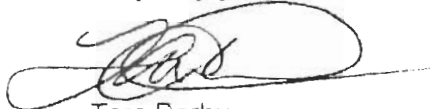
**CORRECTIVE ACTION: INAPPROPRIATE HANDLING OF POTENTIAL RABID SPECIMENS**

At the very end of August 2007, PACCA had a significant change in personnel with the resignation of the Clinic Services Manager and a new individual being promoted to this position. This position is responsible for the oversight of how rabies specimens are handled, thus the confusion associated with specimens around September 5, 2007. The new Clinic Services Manager, who was recently promoted, is fully engaged in the process of handling rabies specimens and is aware of all areas that PACCA needs to improve upon in order to perform up to the Department's standards. She is committed to working with her staff, Vector Control, and Disease Control in an effort to ensure that all procedures are properly followed and adhered to. She recently attended a meeting with representatives of Disease Control along with PACCA's new Chief Operating Officer.

I am hopeful that this report of corrective actions is sufficient. If you have any questions about the information presented in this document, please do not hesitate to contact me by phone at (215) 852-4380, or via email at [taraderby@phillypaws.org](mailto:taraderby@phillypaws.org).

I look forward to continuing to work with you in an effort to provide the high quality animal care and control services that the citizens and animals of our city want and deserve.

Very truly yours,



Tara Derby  
Chief Executive Officer

cc: Julia Danzy, Director of Social Services  
John Domzalski, Health Commissioner  
William Ferraro, Chief, Vector Control Services  
Dana Spain-Smith, President, Board of Directors, PACCA

# ATTACHMENT 13

# Shelter Animal Medicine PAWS

## VCSP880

Michael R. Moyer, V.M.D.  
Rosenthal Director of Shelter Animal Medicine

### Overview

The City of Philadelphia occupies 140 square miles and is populated by 1.5 million residents. The largest animal shelter, Philadelphia Animal Welfare Society (formerly the Philadelphia Animal Care and Control Association, or PACCA), PAWS, is a private 501(c) 3 under contract with the City to provide "animal control services" to the citizens. These services include stray dog and cat pick up, dead animal pick up, unwanted animal pick up, investigation of municipal animal ordinances (carriage horses, dog barking complaints, dog waste complaints, etc.), receiving unwanted owned (surrendered) and stray animals at its shelter at 111 W. Hunting Park Avenue. It is an "open admission" shelter, meaning regardless of capacity, no animal is turned away. Accordingly, and especially during the months of April through September, there is an unfortunate **need** to euthanize animals, as the incoming rate greatly exceeds the live exit rate to adoption, foster, and rescue. That reality stated, PAWS is committed to transform Philadelphia into a "No Kill" community—one in which no healthy, adoptable pet animal is euthanized for "space"—through a holistic, **novel, sustainable**, inter-agency, collaborative effort.

This rotation will explore a **variety of roles** for veterinarians to assist that transformation towards "No Kill" status. Our **fundamental role** within the shelter is to enhance the adoptability of the animals in the **facility**, to **reduce surrender** rates for preventable (often behavioral) problems, to increase foster and rescue **efficacy** (which directly helps the live exit rate of the shelter), and to assure a **humane** and healthy **stay** for any animals in the shelter regardless of their ultimate disposition.

### What We Do

Practically, we will provide primary care opportunities for the pet owners, who in many cases would **surrender** a pet for a treatable medical condition because they cannot afford or do not have access to other **veterinary** services. These cases may be straightforward or more complicated. Our facility **presently** lacks significant diagnostic infrastructure, and our operating budget precludes all but "quick and dirty" diagnostic evaluations. Despite these limitations, many animals can be treated and prevented from entering the shelter; this is life-saving medicine, as mortality from euthanasia is a very real and very large threat.

We will also participate in surgical procedures, mainly neutering, to allow animals to be adopted or **rescued** from the facility.

Our **service** will also **see shelter** animals for various complaints and **will consult with veterinary clinic staff** and others as to the **best** way to manage individual and **population diseases with the limits of the facility and budgets**. **Respiratory disease, endo and ectoparasites, dermatopathies, and other general medical problems** will be seen.

### Acknowledgements:

This program owes its financial support to extremely generous donors (the ASPCA and Gladys Rosenthal) and its professional support to similarly generous colleagues (notably Kate Hurley, Leslie Appel, Lila Miller, and Jan Scarlett) whose years of knowledge-building in this field have hugely advanced the cause of shelter medicine and the plight of homeless pets. Their willingness to share materials, ideas, answer questions, and provide lectures to support our program have been invaluable.

## What We Expect

Students are expected to see clinical outpatients and prescribe a course of therapy in consultation with the attending clinician. Anamnesis, physical examination, differential diagnoses, therapeutic options, expected prognoses, and appropriate recommendations for follow-up will be the responsibility of the student on the case. A limited formulary is maintained in the shelter, and in most cases, a nominal charge to cover said medications is levied to the client. You will not order a sonogram or a CT scan for any of our patients, but you will be expected to show compassionate regard for the patient and the owner regardless of their ability (or lack thereof) to pursue a work up. You will be expected to perform a thorough physical exam and to offer a list of reasonable differentials and to develop a treatment plan within the aforementioned limitations. Most pet owners are deeply appreciative of these efforts, and they recognize that more might be done if financial circumstances were different. You are expected to understand the general relationship between a private humane society and its donor public, an animal control agency and its funding source, and the magnitude of the animal welfare problem facing dogs and cats in Philadelphia.

Rounds will include case-related subjects, care and comfort of shelter animals, organization and funding of sheltering agencies, animal control vs. humane investigations, feral cat issues, nuisance pet issues and other topics as circumstances deliver or require.

## VCSP880 (8780) Shelter Animal Medicine - PAWS

Dr. M. Moyer and Staff

Credits - 3

Clinical Rotation, All Quarters

Duration: 2 weeks on Wed., Thurs., and Fri.

Limitations: 3-4 students per rotation

Cannot take more than twice

This rotation is based at the Philadelphia Animal Welfare Society (PAWS) at 111 West Hunting Park Avenue. Students are responsible for their own transportation. The basic rotation schedule consists of:

Wednesday Primary Care Clinic 8:30 a.m. to 5 p.m., luncheon rounds  
Thursday Surgery 8:30 a.m. to 5 p.m., with luncheon break  
Friday Primary Care Clinic or surgery in the a.m.; behavior at PSPCA in the p.m., luncheon rounds

**Surgical Services:** Students will perform surgical services, primarily ovariohysterectomies and castrations, on shelter and client owned dogs and cats within the shelter.

**Primary Care Clinic:** Owned animals will be seen on an outpatient basis by the students for a range of veterinary problems. Students are responsible for anamnesis, physical examination, listing of differentials, discussion of diagnostic and therapeutic opportunities, prognosis, treatment recommendations and appropriate follow-up. Students will also see shelter animals for various complaints and will consult with veterinary clinic staff and others as to the best way to manage individual and population diseases with the limits of the facility and budgets. Respiratory disease, endo- and ectoparasites, dermatopathies, and other general medical problems will be seen.

**Behavior:** Behavior plays an important role in shelter animal management. On Friday afternoons, a Behavior resident (Dr. Mary Klinck or Dr. Meghan Herron) will join you at the Pennsylvania SPCA, just four blocks from PAWS. Our goal is to provide useful learning experiences for you and to provide some meaningful service to pet owners serviced by the PSPCA.

The following are likely to be covered during your rotation:

1. Group discussion of behavior topics as they are associated with veterinary medicine in a shelter setting
2. Adopter call-backs to address behavior concerns/questions about their pet
3. Temperament assessments of shelter animals (observing and comparing the behavior of different animals in their cages, assessing individual animals for specific problems or for responses to a variety of stimuli, and assessing interactions between animals)
4. Behavior modification to improve adoptability

What we do depends partly on shelter needs on a given day, and partly on your interests. Please consider before Friday whether there are specific things that you would like to do, or if one of the so that we can do our best to tailor the experience to fit your expectations.

As clinical students, you can make an important difference to the animals passing through PAWS and to the public. A large part of your rotation will be spent in the shelter clinic with animals owned by the public. Ask about pets' behavior (e.g. dog house-training and cat litterbox use). You may be able to make a difference with seemingly small suggestions. Observe the animal

intake process, and the adoption process. An animal surrender could be avoided if there is a simple behavior issue that you can help with. New adopters may have behavior questions about their pets, too, and they are more likely to retain the pet if they get off to a good start.

**Special Species:** One or more of the Special Species Residents will come to the shelter on a scheduled Friday to perform routine physical examination, surgical neutering, and wellness/husbandry care to the various exotic species within the shelter.

**Adoption/Rescue/Foster:** Students may rotate through adoption (or surrender) counseling sessions at PAWS, or may be asked to work with shelter staff in selecting appropriate rescue and foster candidates. "Live exits" in animal sheltering include the placement of pets into competent foster and rescue opportunities. Students will learn the types of organizations and individuals engaged in this type of work and develop an understanding of the challenges and limits of these placement outlets.

**Rounds:** Students should email Dr. Moyer prior to their scheduled rotation to propose a shelter-related topic for luncheon rounds. Rounds will include case-related subjects, care and comfort of shelter animals, organization and funding of sheltering agencies, animal control vs. humane investigations, feral cat issues, nuisance pet issues and other topics as circumstances deliver or require. Each presentation and discussion will be approximately 30 minutes. Students should provide a printed outline of their presentation with an appropriate bibliography. Shelter staff and management will be invited to attend these presentations.



## Safety Tips for the Handling of Unfamiliar Dogs

### A. Assess the patient from a distance for signs of fear, anxiety, or aggression.

#### Things to look for:

- Piloerection
- Tucked tail
- Flattened ears
- Lowered body or head
- Rolling over
- Looking away
- Stiff posture
- Dilated pupils, wide eyes
- Hiding (behind owner, under table)
- Growling, snarling, barking, lunging

All of **these** are signals that the dog is uncomfortable and would like you to give him space. Many dogs show some of these signs during a veterinary exam.

### B. Be aware of your own body language (posture, approach) and consciously avoid threatening gestures.

#### Don't:

- Make direct, sustained eye contact with the dog
- Approach or reach for the dog when it is cornered
- Approach the dog in a direct line, with your body squarely facing him
- **Lean** over or reach over the dog
- **Speak** in a gruff voice or verbally reprimand the dog
- Attempt to restrain the dog by yourself if he reacts fearfully or aggressively toward you

#### Do:

- **Meet** the client outside the room and walk in together, a few steps away from the dog
- **Interact** with the owner, not the dog, for the first few minutes of the exam, and **assess** the dog's behavior during that time
- Smile, make a connection with the owner
- Speak in a happy, high-pitched voice **when interacting** with the dog
- Approach the dog on a curved path, with your body turned a little bit to the side, avoiding eye contact
- Squat next to the dog, facing in the same direction or the opposite direction as him

**IF THE DOG SHOWS SIGNS OF AGGRESSION OR FEAR, OR IF YOU FEEL UNCOMFORTABLE, EXCUSE YOURSELF AND ASK FOR ASSISTANCE FROM THE STAFF.**



### **Vaccination: shelter observations**

- What vaccines are used in the shelter, including which antigens, killed versus modified live, route of administration?
- When is the vaccine given (e.g. on day of entry, within the first few days, only at adoption)?
- Who on the shelter staff is responsible for giving the vaccines?
- Are boosters or repeat vaccinations given?
- Are any animals not vaccinated?
- What information is available about recognizing and managing adverse vaccine reactions?

### **Vaccination questions to consider later:**

- **What can happen** if a cat accidentally licks up spilled FVRCP vaccine that was meant to be given SQ?
- What should be done with vaccine spills on the cat's fur? In the environment?
- What can happen if an intranasal Bordetella vaccine is accidentally given subcutaneously?
- What is the recommended treatment?
- What vaccines are used and what routes of administration? How might **these** differ from the AAHA Vaccine Guidelines?

### **Cleaning and disinfection: shelter observations**

- What product is used for cleaning?
- What product is used for disinfection?
- Are there any organisms likely in the environment that might not be killed by the products used?
- Does the shelter have special cleaning protocols if an animal has parvo or other disease conditions?
- Watch a cage be cleaned at least once in cat and dog areas. Does the cleaning process appear stressful to the animals? Are there opportunities for disease spread by fomites in the cleaning **process** itself? How long does it take to clean a dog run? A cat cage?

### **Cleaning and disinfection questions to consider later**

- Which disinfectants (if any) kill parvo/panleukopenia reliably? Calicivirus? Ringworm? Roundworm? What can shelters do about diseases that can't be killed by disinfectants?
- What factors can **compromise the efficacy** of disinfectants?
- What disinfectant would you recommend for use on an animal exam surface?
- More information:  
<http://www.vetmed.ucdavis.edu/msmp/protocols/cleaning/cleaning.htm>

### **Disease recognition: shelter observations**

- Is a complete physical exam performed on each animal? When? (e.g. at intake, prior to adoption, at the time of surgery?)
- How often is each animal assessed for signs of disease?
  - i. Whose responsibility is this?
- How is this information communicated to medical staff?
- What happens to animals that have symptoms of URI? Kennel cough? Parvo?
- What diagnostic tests are used routinely in the shelter?

### **Disease recognition questions to consider later:**

How good are the following tests? What is the likelihood of false negative or positive results? What factors (such as age, recent vaccination, not-so-recent vaccination) can impact the accuracy of the results? Are there any other tests a shelter could use to diagnose these conditions?

- Parvo
- Parvo snap test to diagnose feline panleukopenia
- Woods lamp for ringworm
- FeLV test
- FIV test
- Feline coronavirus serology for FIP
- Heartworm test
- More information:  
[http://www.vetmed.ucdavis.edu/msmp/protocols/id\\_cliffnotes/campy.htm](http://www.vetmed.ucdavis.edu/msmp/protocols/id_cliffnotes/campy.htm)

### Spay/neuter surgery and anesthesia: shelter observations

- When is spay/neuter surgery performed (prior to placement for adoption, after adoption but before release from shelter, after release from shelter, other)?
  - i If surgery is performed after release from shelter, does the shelter know the approximate rate of compliance?
- What anesthetic protocol is used for dogs? For cats? Are any special precautions taken for pediatric surgeries?
- Is pain control given to surgical patients? What is used, and what is the expected duration of effect?
- If the animal remains in the shelter after surgery, what (if any) instructions are given to staff and volunteers regarding post-operative precautions?
- How are these instructions delivered?
- What are the most common post-operative complications reported by the shelter staff or adopters? How frequent are these?

### Spay/neuter questions to consider later:

- Have any significant differences (negative or positive) been demonstrated in dogs or cats altered at an early age versus traditional ( $\geq 6$  months) age? How was the "traditional" age to alter animals arrived at?
- There are several possible strategies for spay/neuter outreach to owned pets, including mobile spay/neuter vehicles, free-standing clinics coupled with pick-up and delivery of animals, or hybrids which transport surgical supplies to free-standing buildings. What are the advantages and disadvantages of each strategy?
- **Additional information:**
  - i Spain, C. V., J. M. Scarlett, et al. (2004). "Long-term risks and benefits of early-age gonadectomy in cats." *J Am Vet Med Assoc* **224**(3): 372-9.
  - ii Spain, C. V., J. M. Scarlett, et al. (2004). "Long-term risks and benefits of early-age gonadectomy in dogs." *J Am Vet Med Assoc* **224**(3): 380-7.
    - AVMA members can access these articles at no charge at:  
<http://avmajournals.avma.org/loi/javma?cookieSet=1> (or type "javma online" into Google)
  - iii More information about spay/neuter outreach can be found at:  
[http://www.aspc.org/site/PageServer?pagename=ih\\_pro\\_stop](http://www.aspc.org/site/PageServer?pagename=ih_pro_stop) (or type "imagine humane" into Google; click on "innovation bank", then "spay/neuter" and check out "other programs" link)

**Population: shelter observations**

- What is the annual number of dogs and cats taken in by this shelter?
- What is the usual daily population?
- What number and percent of animals are adopted, transferred to **another shelter or rescue**, reclaimed by owner, euthanized?
- How long are animals held as stray?
- Is there a required hold for owner surrendered animals prior to placement for adoption? Prior to euthanasia?
- Are there any exceptions to required hold periods?
- Is there any quarantine period for new intakes at this shelter?
- What is the average length of stay for a dog? For a cat?

**Population questions to consider later:**

- **How many animals** (dogs versus cats) end up in shelters in the United States?
- How many are adopted, reclaimed by owners, **euthanized**?
- How many shelters are there in the United States?
- Why is it so hard to find these answers?
- Additional information: National Council on Pet Population and Study at <http://www.petpopulation.org/>

#### **Behavioral care: shelter observations**

- What enrichment (toys, beds, hiding places, etc) is provided to dogs? To cats?
- What types of human interaction are provided (walks, quiet time, grooming, etc.)? Is there any formal schedule of interaction?
- Is behavioral care tailored to the individual animal?
- Is there any program to improve the animal's behavior while in the shelter?
- Is a formal behavioral assessment performed?
  - i What test is used?
  - ii Are all **dogs tested**, or only some?
    - If so, how do they decide which dogs to test?
  - iii How about cats?
  - iv Are there any behaviors (e.g. bite history, aggression towards other animals, litterbox problems) which preclude an animal being placed for adoption?
- Watch at least three animals being assessed for behavior, if the shelter you are visiting performs a formal assessment.

#### **Behavior questions to consider later:**

- How do you think the shelter set-up of the various shelters you visited will affect the animals' housebreaking habits?
- What are some of the difficulties of assessing behavior in a shelter environment?
- How would you advise a client to assess behavior of a dog they are thinking of buying or adopting?
- Additional information:
- Shelter Medicine for Veterinarians and Staff, chapter 19: "Animal Shelter Behavior Programs"
- Sternberg, S. (2003). Successful Dog Adoption, Wiley Publishing. Excerpts at: [http://www.shelterdogs.org/pdf/adoption\\_tips\\_sternberg.pdf](http://www.shelterdogs.org/pdf/adoption_tips_sternberg.pdf)

### **Relinquishment (for shelters which accept direct owner surrenders): shelter observations**

- Does this shelter keep statistics on reasons for surrender?
- If so, what are the top three reasons for dogs versus cats?
- If not, what is the staff's impression of common reasons?
- Walk through the shelter and look at reasons for relinquishment.
- Watch at least two animals being surrendered to the shelter

### **Relinquishment questions to consider later:**

- What are the three most common reasons animals (dogs versus cats) are relinquished to shelters?
- What animal and owner characteristics increase the risk that an animal will be relinquished?
- Additional information: National Council on Pet Population and Study at <http://www.petpopulation.org/>
  - Shelter Medicine for Veterinarians and Staff, chapter 2: "Pet Population Dynamics and Animal Shelter Issues"

### **Adoption: shelter observations**

- How does the shelter decide which animals to admit/place for adoption?
- Is there a time limit for how long an animal will be held for adoption?
- How much does it cost to adopt an animal at this shelter?
  - i What is included in the adoption fee?
- Are there any requirements of adopters? (e.g. landlord permission, children restrictions, work hours)
- What kind of adoption counseling is provided, if any?
- Can the adopter bring their animals from home to meet the new animal?
- Can the adopter take the animal home the same day?
- Does the shelter offer a trial period?
- What are the adopter's options if there are problems?
  - i Can the adopter get a refund?
  - ii Is any follow-up medical care provided?
  - iii Are any follow-up behavioral services/obedience training offered?
- Is there any follow-up to determine success of adoption?
- How many adopted animals are returned to the shelter each year?
- Collect any written material provided with adoptions for later review

### **Adoption questions to consider later:**

- What percentage of pet animals are obtained from shelters (dogs versus cats)? Where else do people obtain pets, in what percentages?
- What marketing strategies do you think could be applied successfully to animal adoption?
- Additional information:
- **Savesky, K. (1999). Selling Your Organization's Message: Social Marketing. Animal Sheltering. Jan-Feb 99.**
  - i Available online at [http://www.animalsheltering.org/resource\\_library/magazine\\_articles/jan\\_feb\\_1999\\_selling\\_your\\_organizations\\_messages.html](http://www.animalsheltering.org/resource_library/magazine_articles/jan_feb_1999_selling_your_organizations_messages.html)

**Collaboration, off site events, foster care, web based programs etc.: shelter observations**

- Does this shelter have any formal agreements with other shelters or rescue groups?
- Does the shelter take animals from other agencies?
  - i How many (dogs versus cats)?
  - ii Are there breed, size, behavioral or health restrictions on animals accepted?
  - iii Do they go to the shelters, or do the animals get brought to them?
  - iv If they go to shelters to collect transfers, what are some of the logistical challenges of this, and how are those managed?
- Does the shelter release animals to other shelters or rescue groups?
  - i About how many?
  - ii Are there any requirements for what animals will be allowed to go to rescue?
  - iii Are there any formal requirements of the rescue groups?
- Is there a foster care program?
  - i What are its main functions (e.g. underage, **medical, behavioral rehab**)?
- Are there any off-site adoption centers or regular off-site events?
- Are adoptable animals available for viewing on the shelter's web site? On Petfinder?

**Collaboration etc. questions to consider later:**

- How many rescue groups are there in the United States?
- Visit Petfinder ([www.petfinder.com](http://www.petfinder.com)) and search within your zip code for the following:
  - i How many large adult dogs are available for adoption?
  - ii Small breed puppies?
  - iii Cats?
  - iv Try searching for pit bull terriers and a couple of other breeds.
- Look up shelters and rescue groups for your state (along the top towards the right side of the screen, click on "shelters and rescue groups"). About how many are registered?
- Visit the websites for the shelters you visited, if any. Is information on the website current? How often is it updated?



### **Infectious disease: shelter observations**

- What have been the most common infectious disease problems at the shelter while you have been there?
- About what percentage of the cats at this shelter develop URI at some point?
  - i How is URI usually treated (including any supportive care)? Is there a written protocol?
- About what percentage of dogs at this shelter develop kennel cough?
  - i How is kennel cough usually treated (including any supportive care)? Is there a written protocol?
- Is diarrhea a common problem?
  - i Is there a standard treatment?
- How about ringworm? Common? Treated? Standard treatment?
- What zoonotic conditions have you seen at this shelter? Is any information available for staff or adopters regarding prevention of zoonotic disease?
- Are written medical records maintained?

### **Infectious disease questions to consider later:**

- What factors in the shelter environment lead to an increased risk of infectious disease?
- Which if the infectious conditions you saw at the shelter have a carrier state as a significant part of the disease life cycle?
- What zoonotic conditions would be most likely in a shelter?
- Additional information: <http://www.vetmed.ucdavis.edu/msmp/protocols/>
- See infectious disease cliff notes, URI treatment protocol, parvo, panleukopenia, ringworm, canine distemper
- Shelter Medicine for Veterinarians and Staff, Chapter 16: "Infectious diseases of dogs and cats"

Addendum

Rabbit Anesthesia Protocol

Dexmedetomidine 0.125 mg/kg, 0.5 mg/ml solution

Ketamine 15mg/kg, 100 mg/ml solution

Butorphanol 0.2 mg/kg, 10 mg/ml solution



# ATTACHMENT 14

**Summary of PACCA Visit 11/12/04**  
**Part I: Notes on Current Facility and Practices**

**Dr Lesley King, Dr David Holt**

This visit to PACCA was initiated by Mr William Ferraro on the instructions of the Philadelphia Health Commissioner. Drs King and Holt were charged with making recommendations to minimize the prevalence and transmission of infectious diseases at the PACCA facility. The diseases of concern were stated by Mr Ferraro to be feline and canine upper respiratory diseases, and to a lesser extent canine parvovirus. Drs Holt and King discussed current practices at PACCA with Mr Ferraro and Karen Miller, then toured the facility speaking to various staff members and observing animal admitting and handling and shelter cleaning practices.

**Notes on Current Practices**

Animals turned in by the public currently walk or are carried down a corridor that runs the length of the facility. They are then examined and vaccinated at a table at the rear of the facility that is open to the general dog housing area. There is no facility for staff to wash their hands at this table, so the potential exists for disease to be transmitted from one animal to the next by staff during admission to the facility. Vaccines are made up at the beginning of the day and stored in unrefrigerated containers. The vaccine manufacturers should be contacted to determine the effect of storage at room temperature on vaccine efficacy.

**Isolation area:**

Animals are placed in an isolation room if they show signs of disease after admission to the facility. The sick animals are housed close together in a single bank of cages that does not facilitate easy separation between each one. Therefore, the potential exists for a sick animal to develop a second infection due to exposure to other sick animals in the isolation facility. There does not appear to be a "barrier" policy in effect: staff can walk freely out of the isolation area into the main holding areas, there is again no facility for hand washing in the isolation area, and there is no attempt to wear designated protective clothing (gloves, coveralls, booties) when entering the isolation area.

**Main dog area:**

A great deal of space is taken up with runs for dogs that are designated as "Bite cases" or "Court cases". PACCA should evaluate how many of these dogs are eventually included in the general population. Ideally these dogs should be housed elsewhere leaving more space for housing of the general dog population.

The dog runs are less than ideal for infectious disease control. Larger dogs can have direct contact through the mesh at the top of the partitions. This facilitates transmission of respiratory and gastrointestinal infectious agents. One

drain runs the length of a double bank of runs and communicates directly with each run. This means that a dog housed in the "top" run of one bank shedding parvovirus could potentially infect dogs in the entire block of runs. There were cobwebs on the wire roofs of the runs. There was greasy build-up of dirt on the walls of the cages and in the corners and under the bars of the doors.

The floors of the main dog area have cracks, which are difficult to effectively clean. Many of the fixtures and fittings are not ideal for infection control because they have permeable, rough or rusty surfaces that cannot be effectively cleaned.

### Puppy Room

From an infectious disease standpoint, the cages in the puppy room are better than the dog runs because there is no possibility of direct contact between the animals in each cage, and the cages drain individually. Newspaper from individual cage drain pans tends to become soiled and shredded and was lying on the floor where loose dogs could come in contact with it. Although the internal metal cage surfaces themselves appeared to be clean, some of the bars of the cage doors, tops of cages and clipboard holders were dirty.

### Cat room

The cat room is similar to the puppy room in set-up. Although the internal metal cage surfaces themselves appeared to be clean, some of the bars of the cage doors, tops of cages and clipboard holders were dirty. During cleaning, staff members take each cat out and place it in a holding box that is not cleaned between animals. Staff members do not change gloves or wash hands between handling each animal. If any cat shows signs of upper respiratory disease it is transferred to the isolation area, but neighboring cats that might have been exposed to that individual are not quarantined.

## Summary of PACCA Visit 11/12/04

### Part II: Infectious Disease and Vaccination Notes; and Recommendations

Dr Lesley King, Dr David Holt

#### Notes on Feline Upper Respiratory Tract infections:

- The agents most often involved are feline calicivirus and feline rhinotracheitis (herpes) virus. *Bordetella bronchiseptica* can also be involved.
- Animals can incubate the virus for several days and show no clinical signs
- Animals can shed the virus and show no clinical signs
- Transmission is by aerosolized droplets, but only within a relatively short distance of 1 to 1.5 meters; close physical contact between cats; **fresh exposure to contaminated dishes or litter pans; or on the hands of handlers**
- The **intranasal vaccine** for cats provides protection more quickly (**3-4 days**) than the injectable vaccines but may cause mild clinical signs (sneezing, runny eyes) in some animals
- The viruses are susceptible to cleaning with most disinfectants, or with a solution of bleach diluted 1:30 with warm water. In either case, surfaces should be thoroughly cleaned to remove organic material prior to disinfection.

#### Notes on *Bordetella bronchiseptica* infection

- *Bordetella bronchiseptica* is an aerobic coccobacillus
- Although a well recognized respiratory pathogen in dogs, *Bordetella* has also been isolated from household and pedigree breeding cats with respiratory disease
- 10% of cats shed *Bordetella* from the mouth; infected cats can shed *Bordetella* for at least 19 weeks after infection
- There is evidence that cats may carry *Bordetella* without showing clinical signs.
- It is possible that *Bordetella* infection may be spread between cats and dogs.
- Tetracyclines are the antibiotic class of choice for *Bordetella* although may not eliminate the organism during the later stages of infection.
- The onset of protection from parenteral *Bordetella* vaccines is not accurately known

#### Notes on Canine Distemper infection

- Canine distemper is a Morbillivirus

- The virus survives at least 3 hours at room temperature
- The virus is susceptible to quaternary ammonium disinfection
- The virus is spread by aerosol or droplet exposure but can also be isolated from most body secretions
- Prevalence is often higher in younger animals as maternal immunity decreases although in isolated, susceptible populations of dogs the disease can be widespread and affect all ages of dogs
- In puppies vaccines should be given at 2 to 4 week intervals
- Vaccination affords protection 5 days after subcutaneous administration
- Vaccines generally remain stable for 24 hours at 20° C after reconstitution

### Notes on Canine Parvovirus infection

- Parvovirus survives an extremely long time in the environment
- Parvovirus is very resistant to most disinfectants except bleach- One part household bleach diluted with 30 parts water is effective if exposure to the disinfectant is **prolonged and thorough**.
- The current parvovirus strains are extremely infectious
- Spread of infection is by oronasal exposure to infected feces
- Although modified live virus vaccines induce virus replication in and shedding from the intestinal tract of vaccinated dogs, experiment studies show that **these** vaccines are safe.
- Serum antibodies are detectable 3 days after vaccination, although this may not provide complete protection

### Recommendations:

#### Facility

Purchase/construct dog runs that do not allow for direct contact between dogs and that have separate drains. In order to facilitate batching and minimize opportunities for disease transmission between batches, consideration should be given to partitioning the dog facility into separate areas for each batch, with cleanable walls.

In the puppy room, dirty newspaper from the cage pans should be eliminated or placed directly into trash containers rather than allowed to litter the floor.

For the cat area, consider smaller banks of cages for each batch of cats, arranged all facing in the **same** direction so that cats are not facing each **other** thereby minimizing droplet spread. Further minimization of droplet aerosolization **spread of upper respiratory** disease might be achieved by using

plexiglass cage doors rather than bars, although careful cleaning of the plexiglass would be necessary.

House bite and court cases elsewhere

-Lease SPCA space?

-New prefabricated space on site?

Ideally, the current quarantine facilities should be expanded with one area for dogs and one area for cats showing signs of infectious disease at the time of admission.

The surfaces of the floors and walls should be improved to prevent retention of infectious disease and organic material.

### **Cleaning:**

The cages and dog runs are individually cleaned, but it is not clear how long the disinfectant is allowed to dwell on the surfaces. Cage doors and walls may not be cleaned as effectively as floors. Although bowls and litter pans are cleaned in a sanitizer, other fixtures such as clipboards do not appear to be routinely cleaned.

Prior to disinfection, all parts of the cages and runs should be scrubbed with detergent (soap) to remove all organic material that would inactivate any disinfectants (for example: quaternary ammonium products, bleach in a 1:30 dilution). The detergent should then be rinsed away and the disinfectant applied. Contact time for the disinfectant should ideally then be about 5 minutes to allow effective elimination of bacteria and viruses. The walls of the runs need to be scrubbed to remove all greasy stains rather than just hosed. The wire mesh at the top of the partitions and the roof of the runs needs to be scrubbed and disinfected at each cleaning.

During the visit it was clear that the general areas of the facility including the walls, air handling units, and floors needed more rigorous and frequent cleaning. Recommendations are similar to those for the cages and runs.

### **Batching of animals:**

Animals are currently introduced into the general population somewhat at random. As suggested by the notes on the various "problem" infectious diseases above, both dogs and cats may be harboring and/or shedding infections when admitted to the facility without showing overt clinical signs. Hence an animal admitted to the general population under the current system has the potential to infect a large number of other animals. Batching animals, based on day of entry into the facility, would minimize transmission of diseases into the general population. Maintaining the animals separately in batches allows identification of



animals that potentially develop signs of illness after admission, and then quarantining of all of the animals within that batch without contamination of other groups. Once all of the animals within a batch have been adopted or euthanized, the area should be thoroughly emptied and cleaned before introduction of a new batch of animals. Staff should be directed to work with only one batch of animals or work from the batch of animals that have been disease-free the longest first. **Hand washing and changing of plastic booties (and perhaps disposable coveralls) between working with different groups is vital.**

The concept of batching may require more space within the facility- hence the recommendation to house court and bite cases elsewhere. It may also necessitate partitioning of the current facility.

### **Staffing:**

Currently there is not a full time veterinarian at the facility. There should be at least one full time veterinarian on staff, preferably two. Ideally both should have experience with shelter animal medicine and infectious diseases. It is very important that at least one of the veterinarians be in a senior management position from which they are able to quickly and effectively change shelter policies and procedures if necessary to minimize the incidence or spread of infectious diseases. Hiring experienced veterinarians will require a compensation and benefits package that is competitive with that offered by private practices and industry.

Certified animal health technicians with experience in shelter medicine and infectious diseases should be hired. Hiring experienced technicians veterinarians will require a compensation and benefits package that is competitive with that offered by private practices and industry.

Experienced staff must be available 24 hours if admissions are 24 hours per day to evaluate and triage animals. Alternatively the City may wish to limit general admission hours and deal with emergencies using a rostered on-call system.

### **Staffing Education/Cleanliness**

All staff should be educated on the concerns about infectious diseases and the general way in which specific disease are transmitted, including the possibility that the staff themselves can transmit diseases from animal to animal by close contact. Staff should either wash their hands or change gloves after handling each individual animal.

**Designate staff to clean individual batch areas- if not possible work from clean to dirty changing gloves/plastic booties/disposable gowns after each area**

Develop hygiene policies, educate staff, then enforce and continue to police so standards do not slip. Leadership and awareness at all levels is of paramount importance.

**Recommended Reference Material:**

Greene CE. Infectious Diseases of the Dog and Cat. Second edition. W. B. Saunders, Philadelphia, 1998.

Miller L, Zawistowski S. Shelter Medicine for Veterinarians and Staff. Blackwell Publishing, 2004.



# ATTACHMENT 15

Health Department  
 Contract Compliance Audit - PACCA PAWS  
 Comparison of Customer Survey Amounts to PACCA Amounts  
 Contract Period 07/01/2007 through 06/30/2008

<u>ID</u>	<u>Amount per yellow /white sheet</u>	<u>Amount per survey</u>	<u>Over (Under) Survey Amount</u>
94169	\$30	\$30	\$0
94312	\$0	\$30	(\$30)
94412	\$35	\$30	\$5
94451 *	\$0	\$30	(\$30)
94543	\$0	\$30	(\$30)
94780	\$30	\$10	\$20
94795	\$30	\$30	\$0
94856	\$30	\$30	\$0
94893	\$0	\$30	(\$30)
94970	\$35	\$35	\$0
95211	\$0		\$0 **
95252	\$0	\$0	\$0 ***
95454 *	\$0	\$30	(\$30)
95504 *	\$0	\$30	(\$30)
95706	\$0	\$30	(\$30)
96131	\$30	\$30	\$0
96141	\$35	\$30	\$5
96271	\$0	\$30	(\$30)
96390	\$0	\$20	(\$20)
96774	\$30	\$30	\$0
96871	\$30	\$30	\$0
97131	\$30	\$30	\$0
97337 *	\$0	\$48	(\$48)
97369 *	\$0	\$30	(\$30)
97379	\$0	\$15	(\$15)
97552	<u>\$30</u>	<u>\$30</u>	<u>\$0</u>
	<u>\$375</u>	<u>\$698</u>	<u>(\$323)</u>

Comments:

- \* Neither the PACCA "white sheet" nor "yellow sheet" could be located.
- \*\* Subsequent contact made with customer by Controller's Special Investigations Unit revealed that although a payment of \$225 was initially reported, no payment was actually made to PACCA.
- \*\*\* Customer asserts that fee was paid, but could not remember amount.

# ATTACHMENT 16

# PACCA OFFICER'S MONTHLY ACTIVITY REPORT

For the month of: March, 2005

Date	A = Complaints Investigated	B = Follow-up Investigations	Total Site Visits = A + B	CVN's Issued	Animals Surrendered	Court Appearance	Phone Contacts	Meeting, Seminar
1		DRIVER						
2	1	4	5	0	0	0	0	1
3	3	6	9	0	0	0	0	0
4	2	8	10	0	0	0	0	0
5	1	4	5	0	0	0	1	2
6	0	0	0	1	0	0	4	0
7	DISPATCHER							
8	DRIVER							
9	DRIVER							
10	2	3	5	0	0	0	2	0
11	3	8	11	1	0	0	3	0
12	2	5	7	0	0	0	1	0
13	/	/	/	/	/	/	/	/
14	/	/	/	/	/	/	/	/
15	3	4	7	0	2	0	0	0
16	3	5	8	0	0	0	3	1
17	4	4	8	0	0	0	0	0
18	/	/	/	/	/	/	/	/
19	/	/	/	/	/	/	/	/
20	/	/	/	/	/	/	/	/
21	Holiday							
22	/	/	/	/	/	/	/	/
23	/	/	/	/	/	/	/	/
24	3	7	10	0	0	0	0	0
25	1	8	9	0	0	0	1	1
26	2	8	10	0	0	0	3	0
27	/	/	/	/	/	/	/	/
28	/	/	/	/	/	/	/	/
29	1	8	9	0	0	0	2	0
30	5	5	10	0	0	0	1	0
31	1	7	8	0	0	0	0	0
Total	38	43	131	2	2	0	24	5

Activities Detail	Nuisance	At Large	Barking	Wildlife or Illegal Animals	Carriage Horse	Stables	Other
		DRIVER					
4	0	1	0	0	0	0	1
3	2	4	0	0	0	0	0
2	2	0	0	0	0	0	0
2	1	2	0	0	0	0	1
0	1	0	0	0	0	0	0
	DISPATCHER						
	DRIVER						
	DRIVER 2						
3	1	1	0	0	0	0	1
7	2	2	0	0	0	0	0
2	2	3	0	0	0	0	1
/	/	/	/	/	/	/	/
2	3	2	0	0	0	0	1
4	2	2	0	0	0	0	1
4	3	1	0	0	0	0	0
/	/	/	/	/	/	/	/
/	/	/	/	/	/	/	/
/	/	/	/	/	/	/	/
/	/	/	/	/	/	/	/
/	/	/	/	/	/	/	/
/	/	/	/	/	/	/	/
/	/	/	/	/	/	/	/
/	/	/	/	/	/	/	/
/	/	/	/	/	/	/	/
3	3	4	0	0	0	0	0
5	2	2	0	0	0	0	0
4	2	4	0	0	0	0	0
/	/	/	/	/	/	/	/
4	1	4	0	0	0	0	0
6	2	2	0	0	0	0	0
2	2	4	0	0	0	0	0
6	3	3	0	0	0	0	6

1/2 Dr  
1/2 spat  
Pm  
DRIV

Officer's Signature: Susan Seymour

DACA OFFICER'S MONTHLY ACTIVITY REPORT  
 Month of: MARCH 2008

Date	A = Complaints Investigated	B = Follow-up Investigations	Total Site Visits = A + B	CVN's Issued	Animals Surrendered	Court Appearance	Phone Contacts	Meeting, Seminar
1	OFF	-	-	-	-	-	-	-
2	OFF	-	-	-	-	-	-	-
3	9	7	16	0	0	0	29	0
4	4	2	6	0	0	1	32	0
5	3	2	5	0	1	0	20	1
6	OFF	-	-	-	-	-	-	-
7	OFF	-	-	-	-	-	-	-
8	9	4	13	7	0	0	27	0
9	5	3	8	1	0	0	15	0
10	4	11	15	0	0	0	21	0
11	2	13	15	2	1	0	19	1
12	5	8	13	0	1	0	23	0
13	4	3	7	1	0	0	25	0
14	4	6	10	8	0	0	26	0
15	1	0	1	0	13	0	0	0
16	OFF	-	-	-	-	-	-	-
17	5	10	15	2	24	0	27	1
18	4	10	14	1	0	0	23	0
19	5	7	12	2	3	0	21	0
20	1	14	15	2	1	0	25	0
21	3	2	5	4	57	0	0	0
22	8	1	9	0	0	0	21	0
23	1	2	3	0	0	0	20	0
24	0	5	5	0	0	1	23	0
25	7	1	9	3	0	0	20	0
26	4	2	6	1	5	0	27	1
27	7	10	17	3	0	0	20	0
28	8	2	10	1	0	0	19	0
29	OFF	-	-	-	-	-	-	-
30	OFF	-	-	-	-	-	-	-
31	16	4	20	1	0	0	35	0
Total	119	130	249	39	106	2	518	4

Activities Detail	Nuisance	At Large	Barking	Wildlife or Illegal Animals	Carriage Horse	Stables	Other
OFF	-	-	-	-	-	-	-
OFF	-	-	-	-	-	-	-
11	1	10	0	1	1	0	0
8	1	2	0	0	0	0	0
6	1	1	0	0	5	0	0
OFF	-	-	-	-	-	-	-
OFF	-	-	-	-	-	-	-
12	2	3	0	1	5	0	0
8	2	3	0	0	0	0	0
13	1	9	0	0	3	0	0
19	1	6	0	0	0	1	0
2	2	10	0	0	1	1	0
8	0	6	0	0	2	1	0
14	0	4	0	0	0	0	0
0	0	0	1	0	0	0	0
OFF	-	-	-	-	-	-	-
9	2	8	0	1	0	0	0
6	2	8	0	1	0	2	0
11	2	8	0	0	0	2	0
24	2	8	0	0	0	0	0
4	0	0	1	0	0	0	0
12	0	6	0	1	0	0	0
3	0	0	0	0	0	0	0
0	0	5	0	0	0	1	0
6	4	1	0	0	0	1	0
7	0	0	0	2	4	1	0
14	5	8	0	0	0	2	0
7	1	2	2	0	0	0	0
OFF	-	-	-	-	-	-	-
OFF	-	-	-	-	-	-	-
19	10	6	1	1	0	0	0
Total	223	39	114	4	8	21	12

Call 4  
Call IN

Officer's Signature: Toner Kellys

3-2-08 11:00 AM ... Horses IN ... Do to ...

# PACCA OFFICER'S MONTHLY ACTIVITY REPORT

For the month of: January, 2008

Date	A = Complaints Investigated	B = Follow-up Investigations	Total Site Visits = A + B	CVN's Issued	Animals Surrendered	Court Appearance	Phone Contacts	Meeting, Seminar
1	Work 3:30-12:00 ON TRUCKS							
2	VAC							
3	10	1	11	0	0	1	7	0
4	9	0	9	0	0	0	5	0
5	10	0	10	1	0	0	10	0
6	Dispatch							
7	OFF							
8	Court & OFF							
9	10	2	12	0	0	1	2	1
10	VAC							
11	VAC							
12	OFF							
13	OFF							
14	10	2	12	0	0	0	6	0
15	9	3	12	0	0	0	7	0
16	14	5	19	0	0	0	10	0
17	Alls Event Transport Animals							
18	8	1	9	1	4	0	5	0
19	10	2	12	0	0	0	3	0
20	7	1	8	1	0	0	10	0
21	Holiday OFF							
22	3:30-12:00 Work on Truck							
23	OFF - Camp							
24	12	0	12	1	0	0	6	0
25	8	0	8	0	0	0	10	0
26	OFF							
27	OFF							
28	11	1	12	0	0	0	4	0
29	9	2	11	0	0	0	7	0
30	12	2	14	0	0	0	6	0
31	10	1	11	1	0	0	10	0
<b>Total</b>	<b>159</b>	<b>23</b>	<b>182</b>	<b>6</b>	<b>5</b>	<b>2</b>	<b>108</b>	<b>1</b>

Activities Detail							
Nuisance	At Large	Barking	Wildlife or Illegal Animals	Carriage Horse	Stables	Other	
3	0	1	0	1	0	1	
4	0	3	0	0	0	0	
2	1	6	0	0	0	0	
1	3	2	1	0	0	0	
4	1	2	1	0	0	1	
5	1	4	0	0	0	1	
1	3	1	0	0	0	0	
2	5	2	1	0	0	0	
4	0	1	0	1	0	0	
5	3	1	0	0	0	0	
4	0	1	0	0	0	3	
7	2	1	0	0	0	1	
2	1	2	0	0	0	2	
3	1	1	1	1	0	1	
6	1	1	0	0	0	1	
<b>53</b>	<b>22</b>	<b>29</b>	<b>4</b>	<b>3</b>	<b>0</b>	<b>11</b>	

Officer's Signature: James Dumas

# PACCA OFFICER'S MONTHLY ACTIVITY REPORT

For the month of: January, 2008

Date	A = Complaints Investigated	B = Follow-up Investigations	Total Site Visits = A + B	CVN's Issued	Animals Surrendered	Court Appearance	Phone Contacts	Meeting, Seminar
1	/	/	off	/	/	/	/	/
2	/	PetSmart	DRIVER	/	/	/	/	/
3	/	/	off	/	/	/	/	/
4	/	/	off	/	/	/	/	/
5	5	2	7	0	0	0	1	1
6	3	5	8	0	0	0	2	0
7	2	5	7	0	0	0	0	0
8	2	4	6	0	0	0	0	0
9	1	4	5	0	0	0	0	1
10	4	6	10	0	0	0	0	0
11	4	3	7	0	0	0	0	0
12	/	/	off	/	/	/	/	/
13	/	/	off	/	/	/	/	/
14	/	/	off	/	/	/	/	/
15	/	/	off	/	/	/	/	/
16	2	6	8	0	0	0	2	1
17	/	/	off	/	/	/	/	/
18	/	/	off	/	/	/	/	/
19	6	3	9	1	0	0	2	0
20	5	6	11	0	0	0	0	0
21	/	PetSmart	/	/	/	/	/	/
22	4	5	9	0	0	0	2	1
23	2	8	10	0	1	0	0	0
24	0	7	7	0	1	0	0	0
25	2	7	9	0	0	0	0	0
26	/	/	off	/	/	/	/	/
27	/	/	off	/	/	/	/	/
28	2	10	12	0	0	0	0	4
29	/	PetSmart	/	/	/	/	/	/
30	0	7	7	0	0	0	1	1
31	/	/	off	/	/	/	/	/
<b>Total</b>	<b>41</b>	<b>88</b>	<b>122</b>	<b>2</b>	<b>3</b>	<b>0</b>	<b>10</b>	<b>6</b>

Activities Detail	Nuisance	At Large	Barking	Wildlife or Illegal Animals	Carriage Horse	Stables	Other
/	/	/	off	/	/	/	/
/	/	/	PetSmart	DRIVER	/	/	/
/	/	/	off	/	/	/	/
/	/	/	off	/	/	/	/
3	3	1	0	0	0	0	0
5	1	2	0	0	0	0	0
3	2	2	0	0	0	0	1
5	0	1	0	0	0	0	0
2	0	3	0	0	0	0	1
3	2	4	0	0	0	0	0
3	2	2	0	0	0	0	0
/	/	/	off	/	/	/	/
/	/	/	off	/	/	/	/
/	/	/	off	/	/	/	/
5	3	2	1	0	0	0	0
/	/	/	off	/	/	/	/
/	/	/	off	/	/	/	/
3	2	4	0	0	0	0	0
0	0	1	1	0	0	0	1
/	/	/	PetSmart	/	/	/	/
7	1	1	0	0	0	0	0
4	2	3	0	0	0	0	1
3	4	0	0	0	0	0	1
6	2	1	0	0	0	0	0
/	/	/	off	/	/	/	/
/	/	/	off	/	/	/	/
9	1	0	0	0	0	0	2
/	/	/	PetSmart	/	/	/	/
7	0	0	0	0	0	0	1
/	/	/	off	/	/	/	/
<b>Total</b>	<b>75</b>	<b>34</b>	<b>27</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>8</b>

Officer's Signature: Suzanne [Signature]

# PACCA OFFICER'S MONTHLY ACTIVITY REPORT

For the month of: JAN, 2008

Date	A = Complaints Investigated	B = Follow-up Investigations	Total Site Visits = A + B	CVN's Issued	Animals Surrendered	Court Appearance	Phone Contacts	Meeting, Seminar
1	OFF	HOLIDAY	-	-	-	-	-	1
2	6	6	12	0	0	0	19	0
3	10	2	12	1	3	0	19	1
4	6	8	14	2	0	0	22	0
5	OFF	-	-	-	-	-	-	-
6	OFF	-	-	-	-	-	-	-
7	6	12	18	3	0	0	16	0
8	3	9	12	1	2	0	15	0
9	2	8	10	2	0	0	21	1
10	4	4	8	3	1	0	17	1
11	OFF	-	-	-	-	-	-	-
12	2	3	5	0	0	0	25	0
13	6	14	20	6	0	0	18	0
14	2	3	5	0	0	0	16	0
15	2	0	2	0	0	1	26	0
16	8	3	11	2	0	0	14	1
17	18	3	21	3	0	0	30	0
18	6	7	13	1	0	0	25	0
19	OFF	-	-	-	-	-	-	-
20	OFF	-	-	-	-	-	-	-
21	6	3	9	0	0	0	18	0
22	8	5	13	1	0	0	19	0
23	4	0	4	0	0	0	15	0
24	OFF	-	-	-	-	-	-	-
25	OFF	-	-	-	-	-	-	-
26	7	2	9	0	2	0	32	1
27	10	5	15	1	0	0	15	0
28	9	10	19	2	0	0	19	1
29	1	9	10	3	0	0	15	0
30	2	4	6	1	0	1	16	0
31	2	12	14	2	0	0	21	0
Total	130	132	262	34	8	2	453	6

Activities Detail	Nuisance	At Large	Barking	Wildlife or Illegal Animals	Carriage Horse	Stables	Other
	OFF	HOLIDAY	-	-	-	-	-
12	0	4	0	0	0	0	0
10	0	4	0	0	0	0	1
9	3	6	0	0	0	0	1
OFF	-	-	-	-	-	-	-
OFF	-	-	-	-	-	-	-
23	3	8	1	1	1	1	1
16	0	6	0	0	0	0	5
9	0	1	0	0	0	1	0
7	1	3	0	0	0	0	1
OFF	-	-	-	-	-	-	-
2	0	5	0	0	0	0	0
19	2	9	1	1	0	0	2
4	1	3	0	0	0	0	2
3	0	0	0	0	0	0	1
10	1	5	1	0	0	0	0
19	6	11	0	1	0	0	0
9	4	7	0	0	1	0	0
OFF	-	-	-	-	-	-	-
OFF	-	-	-	-	-	-	-
7	0	4	0	1	0	0	0
8	0	12	0	1	0	0	0
7	1	1	0	0	0	0	0
OFF	-	-	-	-	-	-	-
OFF	-	-	-	-	-	-	-
10	1	4	0	1	6	2	0
14	6	8	0	1	0	0	0
15	4	5	0	0	0	0	0
10	1	3	0	0	0	0	1
6	0	3	1	0	0	0	0
17	2	7	0	0	0	0	0
246	36	119	4	7	9	17	

Officer's Signature: Tony Chillys



# PACCA OFFICER'S MONTHLY ACTIVITY REPORT

For the month of: February, 2008

Date	A = Complaints Investigated	B = Follow-up Investigations	Total Site Visits = A + B	CVN's Issued	Animals Surrendered	Court Appearance	Phone Contacts	Meeting, Seminar
1	11	0	11	0	0	0	10	0
2	No CAR worked inside							
3	10	1	11	0	0	0	7	0
4	OFF							
5	OFF							
6	11	0	11	0	0	0	11	0
7	4	0	4	0	2	0	3	0
8	10	1	11	1	0	0	7	0
9	OFF							
10	OFF							
11	12							
12	Camp							
13	VAC							
14	9	1	10	1	0	0	3	0
15	10	0	10	0	0	0	7	0
16	10	1	11	1	0	0	9	0
17	11	1	12	0	2	0	6	0
18	OFF							
19	OFF							
20	10	0	10	1	2	0	10	0
21	14	4	18	0	1	0	6	0
22	5	0	5	0	0	0	9	0
23	OFF							
24	OFF							
25	10	0	10	0	1	0	2	0
26	8	1	9	0	0	0	7	0
27	10	4	14	0	0	0	4	0
28	1	0	1	0	0	1	15	0
29	Dispatch							
30								
31								
<b>Total</b>	<b>156</b>	<b>15</b>	<b>157</b>	<b>4</b>	<b>8</b>	<b>1</b>	<b>118</b>	<b>0</b>

Activities Detail	Nuisance	At Large	Barking	Wildlife or Illegal Animals	Carriage Horse	Stables	Other
	5	1	0	0	0	0	0
	4	1	3	0	0	0	0
	7	0	2	1	0	0	0
	2	0	0	0	0	0	2
	2	1	4	1	0	0	0
<b>Total</b>	<b>53</b>	<b>16</b>	<b>36</b>	<b>4</b>	<b>2</b>	<b>1</b>	<b>4</b>

Officer's Signature: James P. [Signature]

# PACCA OFFICER'S MONTHLY ACTIVITY REPORT

For the month of: FEB, 20 08

Date	A = Complaints Investigated	B = Follow-up Investigations	Total Site Visits = A + B	CVN's Issued	Animals Surrendered	Court Appearance	Phone Contacts	Meeting, Seminar
1	2	13	15	1	0	0	21	0
2	OFF	-	-	-	-	-	-	-
3	OFF	-	-	-	-	-	-	-
4	4	4	8	0	0	0	22	0
5	7	12	19	0	68	0	19	0
6	4	4	8	3	26	0	18	0
7	OFF	-	-	-	-	-	-	-
8	OFF	-	-	-	-	-	-	-
9	10	6	16	2	0	0	28	0
10	7	6	13	2	0	0	-	0
11	PER DAY	DAY	-	-	-	-	-	-
12	11	3	14	3	0	0	20	0
13	0	2	2	0	0	1	21	0
14	10	4	14	0	0	0	19	0
15	5	12	17	1	3	0	23	0
16	OFF	-	-	-	-	-	-	-
17	OFF	-	-	-	-	-	-	-
18	HOLIDAY	DAY	OFF	-	-	-	-	-
19	4	12	16	16	0	0	24	0
20	5	3	8	0	0	1	21	0
21	OFF	-	-	-	-	-	-	-
22	7	5	12	0	0	0	22	0
23	11	19	20	0	0	0	27	0
24	4	7	11	0	0	0	21	0
25	6	7	13	6	0	0	19	1
26	1	0	1	0	0	1	24	1
27	7	3	10	2	0	0	26	1
28	5	8	13	26	20	0	29	0
29	10	5	15	2	0	0	23	0
30	-	-	-	-	-	-	-	-
31	-	-	-	-	-	-	-	-
<b>Total</b>	<b>116</b>	<b>135</b>	<b>245</b>	<b>68</b>	<b>117</b>	<b>3</b>	<b>427</b>	<b>3</b>

Activities Detail	Nuisance	At Large	Barking	Wildlife or Illegal Animals	Carriage Horse	Stables	Other
	18	0	9	1	0	0	1
	OFF	-	-	-	-	-	-
	OFF	-	-	-	-	-	-
	6	2	4	0	0	0	0
	20	2	9	1	0	0	7
	7	1	3	0	0	0	0
	OFF	-	-	-	-	-	-
	OFF	-	-	-	-	-	-
	14	2	8	0	2	0	0
	12	2	3	0	1	0	1
	PER DAY	DAY	-	-	-	-	-
	14	1	8	0	0	0	0
	1	0	1	0	0	0	0
	9	3	7	1	1	0	2
	14	4	7	1	0	0	2
	OFF	-	-	-	-	-	-
	OFF	-	-	-	-	-	-
	HOLIDAY	DAY	OFF	-	-	-	-
	11	2	11	0	0	10	0
	7	0	5	0	1	0	0
	OFF	-	-	-	-	-	-
	9	3	5	0	0	0	0
	11	12	8	0	1	0	0
	16	0	5	0	2	6	0
	9	3	6	0	0	0	8
	1	0	0	0	0	0	0
	7	1	3	0	0	0	0
	11	1	4	0	0	0	0
	8	4	7	1	1	0	0
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
<b>Total</b>	<b>205</b>	<b>43</b>	<b>113</b>	<b>5</b>	<b>9</b>	<b>16</b>	<b>7</b>

Officer's Signature: \_\_\_\_\_

*Tomen Phillips*

# PACCA OFFICER'S MONTHLY ACTIVITY REPORT

For the month of: Feb, 2008

Date	A = Complaints Investigated	B = Follow-up Investigations	Total Site Visits = A + B	CVN's Issued	Animals Surrendered	Court Appearance	Phone Contacts	Meeting, Seminar
1	/	/	/	/	/	/	/	/
2	0	6	6	0	0	0	0	0
3	0	5	5	0	0	0	3	1
4	0	5	5	0	0	0	2	1
5	0	6	6	0	2	0	0	1
6	0	6	6	0	0	0	0	1
7	4	3	7	0	1	0	0	1
8	DISPATCHER							
9	/	/	/	/	/	/	/	/
10	/	/	/	/	/	/	/	/
11	PETSMAART DRIVER							
12	2	8	10	0	0	0	3	0
13	2	8	10	0	0	0	2	0
14	/	/	/	/	/	/	/	/
15	/	/	/	/	/	/	/	/
16	1	12	13	1	0	0	0	0
17	2	4	6	0	0	0	1	0
18	1	8	9	0	1	0	3	1
19	Bldg / Dispatcher							
20	Personal							
21	1	8	9	0	0	0	0	0
22	DRIVER							
23	/	/	/	/	/	/	/	/
24	/	/	/	/	/	/	/	/
25	3	5	8	0	0	0	1	0
26	3	7	10	0	0	0	3	1
27	PETSMAART DRIVER							
28	/	/	/	/	/	/	/	/
29	/	/	/	/	/	/	/	/
Total	26	94	120	1	4	0	18	7

Activities Detail	Nuisance	At Large	Barking	Wildlife or Illegal Animals	Carriage Horse	Stables	Other
3	/	/	/	/	/	/	/
4	1	2	0	0	0	0	0
5	1	2	0	0	0	0	1
6	2	4	0	0	0	0	1
7	0	0	0	0	0	0	2
8	2	0	0	0	0	0	1
9	6	0	0	0	0	0	1
10	DISPATCHER						
11	PETSMAART DRIVER						
12	2	3	0	0	0	0	0
13	3	4	0	0	0	0	0
14	/	/	/	/	/	/	/
15	/	/	/	/	/	/	/
16	1	2	0	0	0	0	1
17	0	6	0	0	0	0	1
18	2	3	4	0	0	0	0
19	Bldg / Dispatcher						
20	Personal						
21	4	2	3	0	0	0	0
22	DRIVER						
23	/	/	/	/	/	/	/
24	/	/	/	/	/	/	/
25	3	4	1	0	0	0	0
26	5	1	3	1	0	0	1
27	PETSMAART DRIVER						
28	/	/	/	/	/	/	/
29	/	/	/	/	/	/	/
Total	58	28	35	1	0	0	9

Drive pm

Officer's Signature: S. Sejourner



# ATTACHMENT 17

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THIS AGREEMENT, entered into this 5th day of December 2006, by and between PHILADELPHIA ANIMAL CARE AND CONTROL ASSOCIATION (hereinafter "PACCA") and AFSCME LOCAL 488, DISTRICT COUNCIL 33, AFL-CIO (hereinafter the "UNION").

ARTICLE I

UNION RECOGNITION

PACCA recognizes the Union as the sole and exclusive bargaining agent of all employees of PACCA in the bargaining unit set forth below:

(a) All full-time and part-time animal control technicians and utility drivers, animal control officers/supervisors, euthanasia technicians, veterinary technicians, kennel custodians, receptionists/clerks, and account clerks employed by PACCA at its Philadelphia, Pennsylvania facility.

(b) Temporary Employees – Employees hired on a temporary basis after the date of ratification, full-time and part-time, shall be considered temporary for a maximum period of six months from date of employment, including lost time for sick and other leaves of absence. Upon the expiration of the six month period, employees shall be considered permanent. During their first 90 days of employment, PACCA may discharge any such employees and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

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Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by the Agreement, as defined in this Article I.

## ARTICLE II

### UNION MEMBERSHIP

PACCA will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by PACCA, or any of its agents, against any employee because of membership or activity in the Union to which the employee is entitled pursuant to applicable law.

## ARTICLE III

### CHECK OFF

Section 1. Upon receipt of a written authorization from an employee in the form annexed hereto as Appendix "A", PACCA shall pursuant to such authorization, deduct from the wages due said employee each pay period, starting not earlier than the first pay period following the completion of the employee's first thirty (30) days of employment, and remit to District Council 33, on behalf of AFSCME Local 488, regular monthly dues, as fixed by the Union.

Section 2. Notwithstanding any other provision in this Agreement it shall be a condition of employment that all employees covered by this Agreement who are not members of the Union, shall, at the end of thirty (30) days after the effective date of this Agreement or at the ~~end of thirty (30) days after the date of employment, which ever is later, be required to pay a~~ service fee, as provided for in authorization cards, said service fee to be deducted in the same manner as provided in the dues check-off provision of the Agreement, in consideration of the services performed by the Union, including the negotiation and enforcement of collective bargaining agreements, and other Union activities performed for the general interest of all



employees in the bargaining unit. The failure to pay such service fee as outlined shall be sufficient ground for removal.

Section 3. Each pay period PACCA shall remit to District Council 33, on behalf of AFSCME Local 488, all deductions for dues and service fees made from the wages of employees for the preceding month, and forward said payments to District Council 33, on behalf of AFSCME Local 488, on or before the 10<sup>th</sup> day following the deduction, together with a list of all employees from whom dues and/or service fees have been deducted, their social security numbers, their addresses, their classifications of work, and departments.

Section 4. It is specifically agreed that PACCA assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the Union hereby agrees that it will indemnify and hold PACCA harmless from any claims, actions or proceeding by any employee arising from deductions made by PACCA hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

#### ARTICLE IV

##### RIGHTS OF MANAGEMENT

The management of the operation and the direction of the work force is vested exclusively with PACCA, subject to the provisions of the Agreement.

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#### ARTICLE V

##### DISCRIMINATION

Neither PACCA nor the Union shall discriminate, restrain, coerce, or favor any employee because of concerted activity, or refusal to engage in concerted activity, or because of race, color

creed, religion, national origin, political belief, sex, age, sexual orientation or disability, provided such disability does not interfere with the performance of work responsibilities or duties, as provided by law.

## ARTICLE VI

### PROBATIONARY EMPLOYEES

Newly hired employees shall be considered probationary for a period of ninety (90) days from the date of employment, including time lost for sick and other leaves of absence.

During or by the end of the probationary period, PACCA may discharge any such employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

## ARTICLE VII

### SENIORITY

#### Section 1. Definition of Seniority.

Bargaining unit seniority is defined as the length of time an employee has been continuously employed in any capacity within the bargaining unit at PACCA.

#### Section 2. Accrual.

~~An employee's seniority shall commence after the completion of his/her probationary~~  
period and shall be retroactive to the date of his/her last hire.

Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay up to thirty (30) days, provided the employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay, and

during a period of continuous layoff not to exceed the lesser of one (1) year or the length of any employee's continuous employment, if the employee is recalled into employment.

Section 3. Loss of Seniority.

An employee's seniority shall be lost when she he:

- (a) Quits or resigns;
- (b) Is discharged for cause;
- (c) Is on layoff for a period of one (1) year or a period exceeding the employee's continuous service, whichever is less;
- (d) Failed to report to work, following recall from layoff, or following a decision of an arbitrator reinstating an employee who has been discharged, within three (3) working days after PACCA has sent notice to him/her to return to work. PACCA shall also send a copy of the Notification to the Union;
- (e) Fails to return following the end of a leave of absence, vacation or sick leave unless excused by PACCA;
- (f) Is employed by another employer during a leave of absence except for military duty.

Section 4. Application.

~~Bargaining unit seniority shall apply in the computation and determination of eligibility~~  
for all benefits where length of service is a factor pursuant to this Agreement.

Section 5. Layoffs and Bumping.

For the purpose of this provision, a layoff is any reduction in regular hours, which results in an employee's losing the coverage of the collective bargaining agreement. In the event of a layoff as described above, the following condition shall apply:

(a) In the event of a layoff, probationary employees shall be laid off first. Bargaining unit employees shall be the next to be laid off on the basis of bargaining unit seniority.

An employee may avoid layoff by bumping the least senior employee in any classification for which they have current skills, ability and credentials as described in the position description at the time of layoff.

(b) Employees scheduled to be laid off may bid for a posted vacant position. In the event the employee is unable to secure a position through such bidding, the employee may bump on the basis of bargaining unit seniority into a position held by a person having the least bargaining unit seniority at PACCA, provided the employee has the required skills and qualifications necessary to hold the position.

**Section 6. Recall.**

Whenever a vacancy occurs in a job classification, employees who are on layoff in the classification shall be recalled in accordance with their bargaining unit seniority in the reverse order in which they were laid off.

**Section 7. Promotions.**

Where a promotional vacancy in the bargaining unit occurs, if two or more employees are under consideration for such vacancy, PACCA shall promote the employee with the greatest seniority; provided that both employees are equally qualified for such positions.

**Section 8.** A list showing the seniority of all employees shall be supplied semi-annually by PACCA to the Union and permanently posted on bulletin boards.

## ARTICLE VIII

### HOURS OF WORK AND OVERTIME

Section 1. A normal day's work shall consist of eight (8) consecutive hours, not counting a lunch period of one-half ( $\frac{1}{2}$ ) hour (except as may be otherwise regularly scheduled).

Section 2. Paid breaks may be granted to all employees.

Section 3. Nothing in this Agreement shall constitute a guarantee of hours of work per day or hours of work per week. However, any reduction shall be by seniority in accordance with the layoff provision.

Section 4. All employees shall be paid time and one-half ( $1\frac{1}{2}$ ) the employee's regular hourly rate for all work performed in excess of eight (8) hours in any one (1) day and/or forty (40) hours in any one (1) week.

Employees required to work on their second scheduled day off shall be paid one and one-half ( $1\frac{1}{2}$ ) times the employee's regular hourly rate of pay for all work performed on such days and in addition shall receive four (4) hours comp time

Section 5. Legal holidays and vacation shall be counted as time worked for the purpose of computing overtime.

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## ARTICLE IX

### SHIFT DIFFERENTIAL

Employees scheduled to work on second shift shall be paid a shift differential of seventy-five (\$.75) cents per hour. Employees assigned to work on the third shift shall be paid a shift differential of one (\$1.00) dollar per hour.

ARTICLE X  
WAGES

General wage increases as follows:

- 4% effective December 1, 2006
- 3% effective December 1, 2007
- 2% effective December 1, 2008

Section 1. Employees will be paid the wage rates for the job classifications as contained in Appendix "B".

Section 2. Wherever in this Agreement the phrase "regular pay" appears, it shall be deemed to include shift differentials for those employees who regularly receive shift differential.

ARTICLE XI  
HOLIDAYS

Section 1. Employees who have completed their probationary period shall be entitled to the following eleven (11) holidays: New Years Day, Martin Luther King Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Veteran's Day, Columbus Day and Christmas Day.

Section 2. If an employee is required to work on a regularly scheduled holiday he/she ~~may elect either of the following options of holiday pay compensation:~~

(a) he/she shall be paid at the rate of time and one-half (1½) his/her regular rate of pay for all hours worked on the holiday and shall in addition, receive a day off with pay in lieu of the holiday, and shall schedule such day off in advance in accordance with existing procedures;

or



(b) he/she shall be paid at the rate of double (2x) his/her regular rate of pay for all hours worked on the holiday in lieu of an additional day off with pay.

Section 3. Employees will be paid eight (8) hours pay at their regular rate of pay for all holidays identified herein.

Section 4. Employees will not be required to work on consecutive holiday unless there is an extreme emergency.

Section 5. In order to be eligible for holiday pay, an employee must be in a paid status his/her scheduled day before and after the holiday.

## ARTICLE XII

### VACATIONS

Section 1. All employees who have satisfied their probationary period will be entitled to ten (10) paid vacation days. Upon the 5<sup>th</sup> anniversary of their date of hire they shall be entitled to fifteen (15) paid vacation days per year. Upon their 10<sup>th</sup> anniversary of their date of hire, they shall be entitled to twenty (20) paid days of vacation per year. Vacation pay shall be based upon the employee's regular pay applicable at the time of the vacation.

Section 2. Notwithstanding the foregoing, all employees employed by PACCA on or before December 1, 2002, shall continue to be entitled to twenty (20) paid vacation days per year upon the 5<sup>th</sup> anniversary of their date of hire.

---

Section 3. An employee who has quit or has been discharged or who has lost his or her seniority pursuant to the terms of the seniority provision of the Agreement, and who has not

received his/her vacation from work with pay to which he/she is entitled, shall receive any fully earned vacation not taken since his/her last anniversary date.

Section 4. Employees may carry over five (5) vacation days each year. At no time can employees bank more than five (5) vacation days.

#### ARTICLE XIII

##### ANNUAL LEAVE/SICKLEAVE

Employees are entitled up to twelve (12) sick leave/annual leave days with pay each year. Employees may carry over up to sixty (60) sick leave /annual leave days and bank them.

#### ARTICLE XIV

##### DEATH IN THE FAMILY

Employees shall be entitled to a maximum of four (4) paid days in the event of the death of a member of their immediate family. For purposes of this section, an employee's immediate family shall include the employee's spouse, mother, father, sister, brother, child, grandparent, and grandchild. Two (2) days of paid funeral leave will be permitted for the death of an aunt, uncle, mother-in-law or father-in-law.

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#### ARTICLE XV

##### JURY DUTY

All employees who have completed their probationary period and who are called to serve as jurors will receive their regular pay while on jury duty.



ARTICLE XVI

HEALTH/WELFARE

PACCA shall provide health insurance benefits to all employees covered by this agreement consistent with its existing insurance package at no additional cost to bargaining unit employees through November 20, 2008. On or before that date PACCA and the Union agree to meet for the purpose of negotiating any changes to the coverage and/or out of pocket expenses to employees that may be in effect during the third year of the Agreement, viz., December 1, 2008 through November 20, 2009.

ARTICLE XVII

LIFE INSURANCE

PACCA shall provide life insurance in the amount of forty-thousand (\$40,000.00) dollars for all full-time employees.

ARTICLE XVIII

PENSION(401(k))

All full-time employees covered by this Agreement shall participate in the PACCA pension plan, on the following basis:

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When an employee completes one year of service at PACCA, the Employer shall contribute an amount equivalent to 2% of the employee's regular annual earnings per year to the 401(K) Plan on behalf of the employee. All current members of the bargaining unit, who have already completed one year of service on or before December 5, 2006, shall receive and be credited for the 2% contribution effective December 1, 2006.

401(k) contributions shall vest in accordance with the following schedule:

3 years of service but less than 4 years	50%
4 years of service but less than 5 years	75%
5 years of service	100%

All current employees will vest based upon their date of hire. Bargaining unit members who are under the age of 21 will be entitled to participate in the 401(k) Plan on the same basis as all other employees. Employees can continue to make voluntary contributions as in the past. No matching contribution shall be provided to any employee under the 401(k) Plan after December 1, 2006.

## ARTICLE XIX

### UNION ACTIVITY AND VISITATION

Section 1. The Employer agrees that the Union can **designate a sufficient** number of shop stewards to provide **Union representation to bargaining unit members** during all hours of operation. Shop stewards shall be provided time off with pay as required to investigate and **administer** grievances. Shop stewards shall be afforded super **seniority for purposes** of layoff and recall only.

Section 2. Representatives of the Union may visit the facilities at any time, subject to notification of the Employer of such visitation.

---

ARTICLE XX

NO STRIKE OR LOCKOUT

Section 1. No employee shall engage in any strike, slowdown, cessation, stoppage or interruption of work during the term of this Agreement.

Section 2. The Union, its officers, agents, representatives and members, shall not in any way directly or indirectly authorize, assist, encourage, condone, or participate or sanction any strike, slowdown, or other work stoppage during the term of this Agreement.

Section 3. PACCA agrees that it will not lock out employees during the term of this Agreement.

ARTICLE XXI

GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as a dispute or complaint of an employee or the Union as to the application or interpretation of this Agreement, and shall be processed and disposed of in the following manner:

Step 1. Within five (5) working days of its occurrence, an employee having a grievance and/or his/her Union representative shall take it up with his/her immediate supervisor. PACCA shall give its answer to the employee and his/her Union representative within five (5) working days after the presentation of the grievance in Step 1.

Step 2. If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and his/her Union representative, and presented to the grievant's department manager, or his/her designee. A grievance so presented in Step 2 shall be answered by PACCA in writing within five (5) working days after its presentation.

Step 3. If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented ~~in this step to the Director of PACCA, or his/her designee, and she/he or her/his designee shall~~ render a decision in writing within five (5) working days after the presentation of the grievance in this step.

Section 2. Failure on the part of PACCA to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Section 3. Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3.

Section 4. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

Section 5. A grievance which affects a substantial number or class of employees, in which the PACCA representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.

## ARTICLE XXII

### ARBITRATION

Section 1. A grievance, as defined in the grievance procedure, which had not been resolved thereunder, may, within thirty (30) calendar days after completion of Step 3 of the grievance procedure, be referred to arbitration by the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the labor arbitration rules then prevailing of the American Arbitration Association.

Section 2. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

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Section 3. The award of an arbitrator hereunder shall be final, conclusive, and binding upon PACCA, the Union, and the employees.

Section 4. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this Agreement and shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement, or to issue an award inconsistent with any applicable law.

ARTICLE XXIII

DISCHARGE

Section 1. PACCA shall have the right to discharge, suspend, or discipline any employee for just cause.

Section 2. PACCA will notify the Union in writing of any discharge or suspension.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

Section 1. PACCA agrees to provide medical care to any employee injured on duty, e.g., animal bites, etc. PACCA agrees to provide transportation for such employees to and from the medical facility providing such benefits. PACCA acknowledges that such treatment is work-related and employees will not be required to use their personal medical insurance for such treatment.

Section 2. PACCA will provide bargaining unit members with two (2) winter and two (2) summer uniforms, including one (1) winter and one (1) summer jacket, annually, and appropriate equipment so that they can perform their duties in a safe and proper manner. PACCA agrees to provide bargaining unit drivers with the same safety equipment, uniforms, etc., it provides agents. PACCA will pay a shoe allowance of \$25.00 annually to animal control officers and animal control technicians.

Section 3. Employees will be permitted four (4) days off with pay designated as personal leave days, provided that the employee provides PACCA with advanced notice of the need to utilize such days.



Section 4. PACCA will provide appropriate categories of employees with an opportunity to progress to higher paid positions based on time and experience they acquire in their bargaining unit positions.

Section 5. PACCA will cover the cost of training required for all certified animal care and/or euthanasia work.

Section 6. Employees assigned to work out of their classification will be paid the appropriate rate of pay for the work involved, or their regular hourly rate of pay, whichever is higher.

Section 7. All job opportunities will be posted and internal applicants will be given an opportunity to advance before PACCA considers hiring from the outside.

Section 8. All work schedules will be posted two (2) weeks in advance. There will be minimum staffing of two (2) drivers on all shifts.

Section 9. Part-Time Employee Benefits:

With the exception of Health Insurance, part-time employees shall be extended all other contract benefits, e.g., insurance, vacations, holiday, sick days, on a pro-rated basis.

Section 10. Discounts:

PACCA will extend discounts and services for the care of employees' pets.

~~Section 11. Driver Pilot Program:~~

The parties will establish a pilot program for one (single) driver assignments. Single drivers may be assigned to:

- (1) pick up dead animals, provided the animal is not too big for a single driver to pick up;
- (2) nuisance wildlife;
- (3) owner surrenders;

- (4) stray pick-ups of confined animals;
- (5) animals in traps; and
- (6) other appropriate situations.

The pilot program shall be in effect for six months, beginning sometime after January 1, 2007. At the end of the six month period the Union may, for good and reasonable cause, object to single driver assignments. In such event, PACCA will discontinue such assignments pending the outcome of an arbitration, or may modify the program as the parties may mutually agree.

ARTICLE XXV

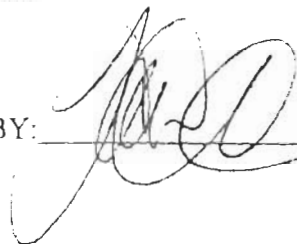
TERMINATION

Section 1. This Agreement shall become effective as of December 5, 2006, and shall remain in full force and effect up to and including 11:59 p.m., November 30, 2009, and shall remain in effect from year-to-year thereafter, unless either party gives notice of its intention to terminate this Agreement at least sixty (60) days prior to November 30, 2009, or sixty (60) days prior to the end of any subsequent yearly period.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

~~PHILADELPHIA ANIMAL CARE  
AND CONTROL ASSOCIATION~~

BY: \_\_\_\_\_



~~AFSCME LOCAL 488  
DISTRICT COUNCIL 33, AFL-CIO~~

BY: \_\_\_\_\_




APPENDIX "A"

WRITTEN AUTHORIZATION FORM

I, the undersigned, hereby apply for membership in the American Federation of State, County, and Municipal Employees, AFL-CIO, (AFSCME Local 488, District Council 33). I further request and authorize you to deduct from my earnings each payroll period an amount sufficient to provide the regular payment of the current rate of monthly union dues. Any change in such amount shall be so certified by the Union.

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TITLE	CURRENT		4% ANNUAL		3% ANNUAL		2% ANNUAL	
	HOURLY	ANNUAL						
Chief Animal Control Officer	\$17.31	\$36,004	\$18.00	\$37,440	\$18.54	\$38,563	\$18.91	\$39,332
Animal Control Officer	\$16.06	\$33,404	\$16.70	\$34,736	\$17.20	\$35,776	\$17.54	\$36,483
Field Services Driver	\$14.45	\$30,056	\$15.02	\$31,241	\$15.47	\$32,177	\$15.78	\$32,822
Clerical Supervisor	\$13.64	\$28,371	\$14.18	\$29,494	\$14.61	\$30,388	\$14.90	\$30,992
Clerk	\$11.86	\$24,668	\$12.33	\$25,646	\$12.70	\$26,416	\$12.95	\$26,936
Dispatcher	\$12.61	\$26,228	\$13.11	\$27,277	\$13.50	\$28,096	\$13.77	\$28,658
Kennel Shift Supervisor -Day	\$14.52	\$30,201	\$15.10	\$31,409	\$15.55	\$32,351	\$15.86	\$32,998
Kennel Shift Supervisor - Night	\$13.64	\$28,371	\$14.18	\$29,506	\$14.61	\$30,391	\$14.90	\$30,999
Kennel Attendant	\$11.76	\$24,460	\$12.23	\$25,439	\$12.59	\$26,202	\$12.84	\$26,726
Animal Intake Coordinator	\$13.63	\$28,350	\$14.17	\$29,484	\$14.60	\$30,368	\$14.89	\$30,976
Assistant Vet Tech.	\$13.17	\$27,393	\$13.69	\$28,489	\$14.10	\$29,344	\$14.38	\$29,930
Adoptions Counselor	\$12.37	\$25,729	\$12.86	\$26,758	\$13.25	\$27,561	\$13.51	\$28,112

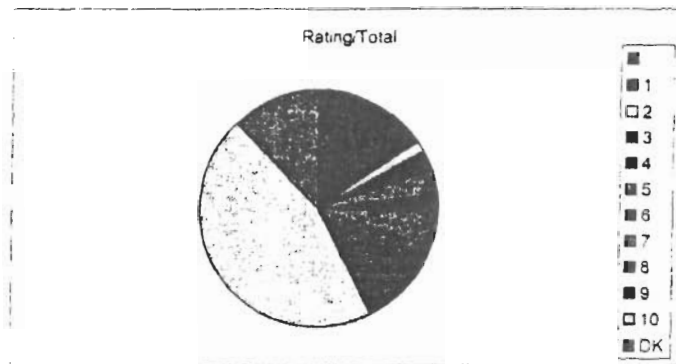
ATTACHMENT 18

Health Department  
 Contract Compliance Audit - PACCA/PAWS  
 Summary Customer Satisfaction Survey  
 Contract Period 07/01/2007 through 06/30/2008

Question	idw										DK	Total
	1	2	3	4	5	6	7	8	9	10		
1	27	3	2	4	8	3	6	16	7	65	13	154
2	29	2	2	3	6	4	6	12	12	59	19	154
3	22	2	2	3	4	5	7	21	6	70	12	154
4	16	1	2	4	5	4	13	14	8	76	11	154
5	32	2	2	1	8	2	8	4	8	57	32	154
6	25	2	1	2	4	2	4	9	3	63	39	154
7	17	2	2	2	2	7	5	10	4	96	7	154
<b>Total</b>	<b>168</b>	<b>14</b>	<b>13</b>	<b>19</b>	<b>35</b>	<b>27</b>	<b>49</b>	<b>88</b>	<b>48</b>	<b>486</b>	<b>133</b>	<b>1078</b>
<b>Rating/Total</b>	<b>15.58%</b>	<b>1.30%</b>	<b>1.21%</b>	<b>1.76%</b>	<b>3.25%</b>	<b>2.50%</b>	<b>4.55%</b>	<b>7.98%</b>	<b>4.45%</b>	<b>45.08%</b>	<b>12.34%</b>	<b>100.00%</b>

9 thru 11	<u>Yes</u>	<u>No</u>	<u>Total</u>	<u>Amount</u>	<u>Check</u>	<u>Cash</u>
Answer/Total	26	128	154	\$ 925.50	1	25
	16.88%	83.12%			3.85%	96.15%



Health Department  
 Contract Compliance Audit - PACCA/PAWS  
 Summary Customer Satisfaction Survey  
 Contract Period 07/01/2007 through 06/30/2008

Question	On a scale of 1-10, with 1 being the low end and 10 being the high end (If you don't know sufficiently to rate indicate don't know (DK))												Total	
1	Overall, how satisfied were you with the response you received from PACCA?												154	
	Very Dissatisfied										Very Satisfied			DK
	1	2	3	4	5	6	7	8	9	10				
Rating/Total	17.53%	1.95%	1.30%	2.60%	5.19%	1.95%	3.90%	10.39%	4.55%	42.21%	8.44%	100.00%		
2	Considering all of the expectations you may have had about PACCA's response, to what extent did the response meet your expectations?												154	
	Fell Short of Expectations						Exceeded Expectations							DK
	1	2	3	4	5	6	7	8	9	10				
Rating/Total	18.83%	1.30%	1.30%	1.95%	3.90%	2.60%	3.90%	7.79%	7.79%	38.31%	12.34%	100.00%		
3	What degree of confidence did you have in the knowledge/professionalism of the PACCA staff that provided you with a response to your complaint?												154	
	Not Confident										Confident			DK
	1	2	3	4	5	6	7	8	9	10				
Rating/Total	14.29%	1.30%	1.30%	1.95%	2.60%	3.25%	4.55%	13.64%	3.90%	45.45%	7.79%	100.00%		
4	How courteous, attentive, and caring was the PACCA staff member who took your complaint?												154	
	Not at all										Very			DK
	1	2	3	4	5	6	7	8	9	10				
Rating/Total	10.39%	0.65%	1.30%	2.60%	3.25%	2.60%	8.44%	8.09%	5.19%	49.35%	7.14%	100.00%		
5	Considering the nature of the assistance provided by PACCA, how timely was/were the service(s)?												154	
	Not at all Timely										Very Timely			DK
	1	2	3	4	5	6	7	8	9	10				
Rating/Total	20.78%	1.30%	1.30%	0.65%	3.90%	1.30%	5.19%	2.60%	5.19%	37.01%	20.78%	100.00%		
6	How responsive to your complaint was/were the PACCA staff that actually responded?												154	
	Not Responsive										Very Responsive			DK
	1	2	3	4	5	6	7	8	9	10				
Rating/Total	16.23%	1.30%	0.65%	1.30%	2.60%	1.30%	2.60%	5.84%	1.95%	40.91%	25.32%	100.00%		
7	Should the need arise, would you call PACCA again to respond to your complaint?												154	
	Definitely Not										Most Definitely			DK
	1	2	3	4	5	6	7	8	9	10				
Rating/Total	11.04%	1.30%	1.30%	1.30%	1.30%	4.55%	3.25%	6.49%	2.60%	62.34%	4.55%	100.00%		
8	How could PACCA have served you better? (or any other comments)												87	
	Suggestions/Comments			Comments			Suggestion							
	Yes	No	Total	Positive	Negative	Neutral	By itself	With negative comment*						
87	67	154	11	32	19	15	10							
Answer/Total	56.49%	43.51%	12.64%	36.78%	21.84%	17.24%	11.49%							
9	Did PACCA require that you pay a fee? if yes, continue to Question 10 and 11.												154	
	Yes	No	Total											
	26	128	154											
Answer/Total	16.88%	83.12%												
10	How much was the fee?													
	Total	Range												
	\$ 925.50	+/-2.5	10 - 227.5											
11	Did you pay by check or cash?													
	Check	Cash												
	1	25												
	3.85%	96.15%												

# ATTACHMENT 19

## Summary of Work Completed by Controller's Office Re: Oversight of Horse Drawn Carriages

In connection with contract clause O., the City Controller's Office staff conducted site observations on June 9, 2008 to determine whether owners of carriage horses in Philadelphia were adhering to Philadelphia Code § 10-108 (2) (b) which prohibits the horses from being used on a public highway, path or street when the temperature is over 91 degrees Fahrenheit. The temperature on June 9 reached the upper nineties. Controller's staff observed no horse-drawn carriages in use.

On June 10, 2008, the Controller's staff also conducted visual inspections of the following three carriage horse stables in Philadelphia:

- Old City Carriage Company (2214 Blair Street)
- Philadelphia Carriage company (500 N. 13th Street)
- 76 Carriage Company (1119 N. Bodine Street)

Accompanying the Controller's staff were two inspectors from the City's Department of Licenses and Inspections (L&I) and a veterinarian. L&I inspected each stable for fire code and property maintenance violations. Each of the facilities had administrative code (A), fire code, (F) and property maintenance (PM) violations that included, for example, failures to obtain required permits, blocked or locked exit doors, no fire extinguishers, expired fire extinguishers, loose wiring, improper wiring, and improper storing of propane tanks.

The veterinarian focused on stable and medical care conditions of the horses. For stable conditions, the veterinarian observed whether: (1) ventilation and space size were adequate; (2) the stables and stalls appeared clean and dry with sufficient bedding; (3) stable owners removed manure from every stall at least once every 24 hours; and (4) the stable (cleaning) equipment was both available and adequate.

As to medical care conditions, the veterinarian focused on whether five areas. These included whether: (1) the horses each had a veterinarian; (2) there were too many horses physically located in the stable; (3) copies of individual health certificates signed by a veterinarian were available for inspections; (4) the tack (harness) was adequate; (5) hoof care was adequate; and (6) horses appeared maintained in good health.

For all three carriage companies, the veterinarian was unable to view copies of horse health certificates, but there were no other significant deficiencies observed.

	Old City Carriage Company	Philadelphia Carriage Company	76 Carriage Company
<b>Stabling</b>			
Is the ventilation adequate?	Yes	Yes	Yes
Is the stabling/staff size adequate for the horses?	Yes	Yes	Yes
Are stables and stalls clean and dry with sufficient bedding?	Yes	Yes	Yes
Is manure removed from every stall at least once every 24 hours?	Yes	Yes	Yes
Is stable (cleaning equipment available and adequate?	Yes	Yes	Yes
<b>Medical Care:</b>			
How many horses observed?	4	14	15
Are copies of individual health certificates available for inspection?	No	No	No
Is the tack (harness) adequate?	Yes	Yes	Yes
Are horses clean and trimmed?	Yes	Yes	Yes
Is hoof care adequate?	Yes	Yes	Yes
Do horses appear to be maintained in good state of health?	Yes	Yes	Yes

Source: Inspection report of Lenore Southam DVM, MPH of West Chester, PA



## Carriage Stable and Horse Consultation

June 10, 2008

Prepared by  
Lenore Southam DVM, MPH  
1819 W Strasburg Rd  
Wet Chester, PA 19382  
(610) 721-5694 (cell phone)  
targwood@verizon.net

The following is my professional impression and evaluation of the three (3) stables visited based on the checklist provided.

There were heat advisories and a record high temperature of 98 degrees was set at the Philadelphia International Airport

**Stabling:**

- Is the ventilation adequate?* Ventilation is provided by large fans that recirculated air. At the time of the inspection (about 8AM, temp. 83F), odor of manure and ammonia from urine were not excessive. Ammonia levels were assessed subjectively by the intensity of odor. The stall wall construction is open enough to minimize ammonia accumulation within the stalls. The horses were not sweating and seemed comfortable. A few stalls are tucked behind other stalls, which could reduce air circulation and result in higher temperatures and ammonia levels.
- Is the stabling/stall size adequate for the horses?* Box stalls and tie stalls are used and are large enough for the horses in them. The wall construction of many stalls is not solid. While this improved airflow into the stalls, it could be a safety hazard if a horse pawed or kicked and got a leg/foot caught between the slats. A chain link fenced dirt paddock (turn out area) is available near the stable for individual turnout.
- Are stables and stalls clean and dry with sufficient bedding?* The stable was being cleaned while we were there. Finished stalls were clean, dry and adequately bedded using sawdust.
- Is manure removed from every stall at least once every 24 hours?* Yes. The stalls were being cleaned and the accumulated manure was well within that which would be expected from this size horse in a day.
- Is stable (cleaning) equipment available and adequate?* There appeared to be sufficient cleaning equipment available.

**Medical Care:**

- Veterinarian of record* – Dr. Jennifer Platt
- Number of horses* – approximately 14
- Were copies of individual health certificates signed by a vet available for inspection?* Records were not available. We were told they were in the office, but not available until the stable owner/manager arrived.
- Is the tack (harness) adequate?* Yes.
- Are horses clean and trimmed?* The horses were clean, trimmed and the coats looked healthy.
- Is hoof care adequate?* Hooves were adequately trimmed and shod. Note: one horse (Mickey – black Percheron type) was not weight bearing on the left front foot. This was pointed out to the stable person, who found and removed a large nail from the sole. This type of injury is common in horses and often leads to a subsolar abscess that requires veterinary care.
- Do horses appear to be maintained in a good state of health?* Yes. Weight was good. No health problems noted on visual inspection.

**Facility: 76 Carriage Company (1119 N. Bodine Street, Philadelphia, PA)**

**Stabling:**

- Is the ventilation adequate?* Yes. There is good end to end airflow through the building
- Is the stabling/stall size adequate for the horses?* A combination of box and tie stalls with sawdust bedding is used. There are two rows of stalls back to back. One is inside the building and the other outside with a roof and overhang to protect the horses from rain, etc. There is a relatively large dirt paddock area that looks like it can be divided into at least 2 smaller paddocks. It is fenced with chain link in good condition. This is a clean and pleasant stable.
- Are stables and stalls clean and dry with sufficient bedding?* Yes
- Is manure removed from every stall at least once every 24 hours?* Yes. There was very little manure in the stalls at the time of the visit.
- Is stable (cleaning) equipment available and adequate?* Yes

**Medical Care:**

- Veterinarian of record* – Dr. Dale Shilling
- Number of horses* – approximately 15 based on the number of Coggins test records. Coggins tests are used to diagnose equine infectious anemia. Testing is mandatory for interstate transport of horses and is often done annually as part of routine health care in horses who have frequent contact with or are stabled near other horses.
- Are copies of individual health certificates signed by the vet available for inspection?* Not available. However, 4/11/2008 dated Coggins tests were available. This indicates that the stable has a veterinarian that provides routine preventative care.
- Is the tack (harness) adequate?* Yes. Carriages and tack are well kept. They have a nice collection of antique sleighs also.
- Are horses clean and trimmed?* Yes. Skin and hair coats looked healthy.
- Is hoof care adequate?* Yes, the feet of all horse seen were recently trimmed/shod.
- Do horses appear to be maintained in a good state of health?* Yes. Weight was good. No health problems noted on visual inspection.

Facility: Old City Carriage Company (2214 Blair Street, Philadelphia, PA)

**Stabling:**

- Is the ventilation adequate? Yes.* The airflow is good past the stalls with building doors open.
- Is the stabling/stall size adequate for the horses? Yes.* There are two large and two smaller tie stalls.
- Are stables and stalls clean and dry with sufficient bedding? Yes.* Straw and sawdust are used as bedding
- Is manure removed from every stall at least once every 24 hours? Yes.* Stalls were clean when we arrived.
- Is stable (cleaning) equipment available and adequate? Yes*

**Medical Care:**

- Are copies of individual health certificates signed by the vet available for inspection? Records were not available.*
- Number of horses - 4*
- Is the tack (harness) adequate? Yes*
- Are horses clean and trimmed? Yes.* Skin and coat condition are good.
- Is hoof care adequate? Yes.* Feet were recently trimmed/shod. Note – one horse (gray Percheron cross) has laminitis (founder), which caused the toes to grow long and misalignment of the fetlocks. This is being treated by dubbing the toes to improve the angle of the foot. The horse appeared comfortable while walking around the paddock. Laminitis is a serious problem that predisposes to lameness if an affected horse is required to work and walk on pavement.
- Do horses appear to be maintained in a good state of health? Yes.* Weight was good. No health problems noted on visual inspection.

# ATTACHMENT 20

### Old City Carriage Company (2214 Blair Street)

Description of Violation	Code Section	Days to correct
Necessary electrical permits not acquired	A-301.1.3	30
Infestation by insects, rodents, vermin or other pests	PM-303.5	30
Padlock found on egress door	F-1008.1.8	30
Fire extinguisher not inspected and tagged	F-906.2	30
Hazardous electrical system	PM-506.2	30
Containers containing hazardous material not identified on stable lot	F-2403.5.1 F-2703.6	30
Containers containing hazardous material not identified in hay house	F-2403.5.1 F-2703.6	30
Accumulation of grass or other growth causing a fire hazard	F-304.1.2	30
Accumulation of combustible or flammable material	F-304.1.1	30

### Philadelphia Carriage Company (500 N. 13th Street)

Description of Violation	Code Section	Days to correct
Necessary building permit not acquired	A-301.1.1.1(3)	10
Necessary use registration permit not acquired	A-301.1.5	10
Hazardous conditions noted on footway area to dumpster	PM-302.5	10
Extension cords and flexible cords used as a substitute for permanent wiring	F-605.5	10
Fire extinguisher not inspected and tagged	F-906.2	10
Electrical plug adaptors in use are not in compliance with electrical code	F-605.4	10
Open junction boxes and open-wiring splices observed	F-605.6	10
Trash observed accumulating in egress areas	PM-603.1	10
Structure exterior deteriorating	PM-304.1	10
Insufficient portable fire extinguishers	F-906.1 F-906.2 F-906.3 F-906.5 F-906.6	10
Support structures not capable of supporting imposed loads	PM-305.2	10

### 76 Carriage Company (1119 N. Bodine St.)

Description of Violation	Code Section	Days to correct
Premise not registered to operate as carriage stable	A-301.1.5	10
Electrical equipment, wiring, and appliances not properly installed and maintained by qualified licensed electrical contractor	PM-407.2	10
Extension cords and flexible cords used as a substitute for permanent wiring	F-605.5	10
Fire extinguisher not inspected and tagged	F-906.2	10
Electrical system constitutes a hazard	PM-407.2	10
Electrical plug adaptors in use are not in compliance with electrical code	F-605.4	10
Open junction boxes and open-wiring splices observed	F-605.6	10
Quantity of hazardous material exceeds amount allowed without a permit	F-2701.5 F-105.6.2.1 F-105.6.21.1	10
Insufficient portable fire extinguishers	F-906.1 F-906.2 F-906.3 F-906.5 F-906.6	10

Source: L&I Violation Notices





VIOLATION NOTICE

SPARKS FRANK J  
1315 W PALMER ST  
PHILADELPHIA PA 19125

Case No: 164456  
Date of Notice: 06/10/08

**Subject Premises: 2214 BLAIR ST**  
**Inspection Type: C&I FIRE INSPECTION # 1**

This is to inform you that the Department of Licenses and Inspections has inspected the subject premises and designated it as **in violation**, in whole or in part, within the meaning of the Philadelphia Code. This designation will remain until the violation(s) below is corrected.

If you fail to comply with this order, the City may take actions to comply with the city code by using its own forces or by contract. You, will be billed for all costs incurred including court and administrative fees. Failure to pay such bill will result in the City filing a lien in the amount against the title to the premises and/or costs and charges being recovered by a civil action brought against you.

If you have any questions regarding this notice, you may call the Code Enforcement Unit at 215-685-3712.

If you intend to appeal this violation, you must apply at Boards Administration, Public Services 11th Floor, Municipal Services Building, 1401 John F. Kennedy Blvd., Philadelphia, PA 19102, within 30 days of the date of this notice. Telephone inquiries concerning appeal process can be directed to 215-686-2427. It is necessary that you submit a copy of this notice with the appeal. (See A-801.2)

**Please Note:** Appeals for Fire Code requirements must be submitted to the Board of Safety and Fire Prevention, 240 Spring Garden Street, Philadelphia, PA 19123, (215) 686-1356.

INSPECTOR CARRASQUILLO  
Code Enforcement

**VIOLATIONS:**

An electrical permit is required for the installation, alteration, replacement or repair of electrical and communication wiring within or on any structure or premises. (See A-301.1.3)

**Location: THROUGHOUT**

The **status of this violation** is **NOT COMPLIED** as of 06/10/08.

The **number of days** to comply this violation is 30 days.

An infestation by insects, rodents, vermin or other pests has been found at this property, the structure must be promptly exterminated by processes that will not be injurious to human health. After extermination, proper measures must be taken to prevent re-infestation. (See PM-303.5)

**Location: THROUGHOUT**

The **status of this violation** is **NOT COMPLIED** as of 06/10/08.

The **number of days** to comply this violation is 30 days.



VIOLATION NOTICE

SPARKS FRANK J  
1315 W PALMER ST  
PHILADELPHIA PA 19125

Case No: 164456  
Date of Notice: 06/10/08

Except as specifically permitted by the Fire Code, locks or fasteners shall not be installed on egress doors.

You must remove all locks and fasteners from egress doors unless specifically permitted by the Fire Code. (See F-1008.1.8 et seq.)

Location: **EXIT**

**REMOVE PADLOCK FROM EGRESS DOOR**

The status of this violation is **NOT COMPLIED** as of 06/10/08.

The number of days to comply this violation is 30 days.

Have fire extinguisher inspected and tagged by a licensed fire protection system contractor. (See F-906.2)

Location: **THROUGHOUT**

The status of this violation is **NOT COMPLIED** as of 06/10/08.

The number of days to comply this violation is 30 days.

It has been found that the electrical system in this structure constitutes a hazard to the occupants or the structure by reason of one or more of the following: inadequate service, improper fusing, insufficient outlets, improper wiring or installation, deterioration or damage, or for similar reasons. All defects must be corrected to eliminate the hazard. (See PM-506.2)

Location: **THROUGHOUT**

The status of this violation is **NOT COMPLIED** as of 06/10/08.

The number of days to comply this violation is 30 days.

Note: The Inspection of this property was conducted for the purpose of determining conformity with the fire prevention code and specific sections of the property maintenance code only. The results of this inspection do not relieve the owner or responsible party from full compliance with other provisions of the Philadelphia code, including all zoning, building and licensing requirements.

Location: **THROUGHOUT**

The status of this violation is **NOT COMPLIED** as of 06/10/08.

The number of days to comply this violation is 30 days.

One or more individual containers, cartons or packages that contain hazardous material are not identified as required.

Unless otherwise exempted by the fire code official, each such item must be conspicuously marked or labeled in an approved manner. Such signs must not be obscured or removed, must be in English as a primary language or in symbols allowed by this code, must be durable, and the size, color and lettering must be approved.

You must properly mark or label each such individual container, carton or package. (See F-2703.5.1 and F-2703.6)





**VIOLATION NOTICE**

SPARKS FRANK J  
1315 W PALMER ST  
PHILADELPHIA PA 19125

Case No: 164456  
Date of Notice: 06/10/08

**Location: LOT**

**PROPERLY LABEL DRUM**

**The status of this violation is NOT COMPLIED as of 06/10/08.**

**The number of days to comply this violation is 30 days.**

One or more individual containers, cartons or packages that contain hazardous material are not identified as required.

Unless otherwise exempted by the fire code official, each such item must be conspicuously marked or labeled in an approved manner. Such signs must not be obscured or removed, must be in English as a primary language or in symbols allowed by this code, must be durable, and the size, color and lettering must be approved.

You must properly mark or label each such individual container, carton or package. (See F-2703.5.1 and F-2703.6)

**Location: HAY HOUSE**

**PROPERLY LABEL DRUM AND PROPANE GAS CYLINDERS OR REMOVE FROM PREMISES**

**The status of this violation is NOT COMPLIED as of 06/10/08.**

**The number of days to comply this violation is 30 days.**

The accumulated grass or other growth at this location is a fire hazard.

Weeds, grass, vines or other growth that is capable of being ignited and endangering property, must be cut down and removed by the owner or occupant of the premises.

You must remove accumulated grass or weeds from this premises.

(See F-304.1.2)

**Location: LOT**

**The status of this violation is NOT COMPLIED as of 06/10/08.**

**The number of days to comply this violation is 30 days.**

There is an accumulation of material in a prohibited area at this location.

Accumulations of wastepaper, wood, hay, straw, weeds, litter or combustible or flammable waste or rubbish of any type shall not be permitted to remain on a roof or in any court, yard, vacant lot, alley, parking lot, open space, or beneath a grandstand, bleacher, pier, wharf, manufactured home, recreational vehicle or other similar structure.

You must eliminate any accumulation of all such material in any of the areas indicated. (See F-304.1.1)

**Location: LOT**

**The status of this violation is NOT COMPLIED as of 06/10/08.**



CITY OF PHILADELPHIA  
DEPARTMENT OF LICENSES AND INSPECTIONS

Code Enforcement Unit  
Commercial and Industrial Unit  
990 Spring Garden Street  
3rd Floor  
Philadelphia, PA 19123

VIOLATION NOTICE

SPARKS FRANK J  
1315 W PALMER ST  
PHILADELPHIA PA 19125

Case No: 164456  
Date of Notice: 06/10/08

The number of days to comply this violation is 30 days.

A \$75 fee will be assessed on the first inspection failure, doubling with each subsequent failure up to a \$300 fine per inspection.



CITY OF PHILADELPHIA  
DEPARTMENT OF LICENSES AND INSPECTIONS

Code Enforcement Unit  
Commercial and Industrial Unit  
990 Spring Garden Street  
3rd Floor  
Philadelphia, PA 19123

**VIOLATION NOTICE**

AHMED BASHEIR M YOO HAN LEE  
226 ROCK ST  
PHILA PA 19128-3746

**Case No:** 164539  
**Date of Notice:** 06/10/08

**Subject Premises:** 500 N 13TH ST  
**Inspection Type:** C&I FIRE INSPECTION # 1

This is to inform you that the Department of Licenses and Inspections has inspected the subject premises and designated it as **in violation**, in whole or in part, within the meaning of the Philadelphia Code. This designation will remain until the violation(s) below is corrected.

If you fail to comply with this order, the City may take actions to comply with the city code by using its own forces or by contract. You, will be billed for all costs incurred including court and administrative fees. Failure to pay such bill will result in the City filing a lien in the amount against the title to the premises and/or costs and charges being recovered by a civil action brought against you.

If you have any questions regarding this notice, you may call the Code Enforcement Unit at 215-685-3712.

If you intend to appeal this violation, you must apply at Boards Administration, Public Services 11th Floor, Municipal Services Building, 1401 John F. Kennedy Blvd., Philadelphia, PA 19102, within 30 days of the date of this notice. Telephone inquiries concerning appeal process can be directed to 215-686-2427. It is necessary that you submit a copy of this notice with the appeal. (See A-801.2)

**Please Note:** Appeals for Fire Code requirements must be submitted to the Board of Safety and Fire Prevention, 240 Spring Garden Street, Philadelphia, PA 19123, (215) 686-1356.

INSPECTOR WALLACE  
Code Enforcement

**VIOLATIONS:**

A building permit is required when an exterior door and/or window opening is filled with wall construction. (See A-301.1.1 (3))

**Location:** T/O

**OBTAIN USE REGISTRATION PERMIT FOR CURRENT USES WITH ACCESSORY OFFICE TO INCLUDE STORAGE OF CARRIAGES**

The status of this violation is **NOT COMPLIED** as of 06/10/08.

The number of days to comply this violation is 10 days.

A use registration permit is required for every new use commenced on any land or in any structure. Return the subject premise to its approved usage or secure the proper permit for its present use. For zoning information call 215-686-2455. (See A-301.1.5)

**Location:** T/O

**OBTAIN USE REGISTRATION PERMIT FOR CURRENT USES WITH ACCESSORY OFFICE**



CITY OF PHILADELPHIA  
DEPARTMENT OF LICENSES AND INSPECTIONS

Code Enforcement Unit  
Commercial and Industrial Unit  
990 Spring Garden Street  
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AHMED BASHEIR M YOO HAN LEE  
226 ROCK ST  
PHILA PA 19128-3746

Case No: 164539  
Date of Notice: 06/10/08

**TO INCLUDE STORAGE OF CARRIAGES**

The status of this violation is NOT COMPLIED as of 06/10/08.

The number of days to comply this violation is 10 days.

All walkways, stairs, driveways, parking spaces and similar areas must be maintained free from hazardous conditions. (See PM-302.5)

Location: T/O DUMPSTER ON FOOTWAY

**OBTAIN USE REGISTRATION PERMIT FOR CURRENT USES WITH ACCESSORY OFFICE TO INCLUDE STORAGE OF CARRIAGES**

The status of this violation is NOT COMPLIED as of 06/10/08.

The number of days to comply this violation is 10 days.

Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances. (See F-605.5)

Location: T/O

**OBTAIN USE REGISTRATION PERMIT FOR CURRENT USES WITH ACCESSORY OFFICE TO INCLUDE STORAGE OF CARRIAGES**

The status of this violation is NOT COMPLIED as of 06/10/08.

The number of days to comply this violation is 10 days.

Have fire extinguisher inspected and tagged by a licensed fire protection system contractor. (See F-906.2)

Location: T/O

**OBTAIN USE REGISTRATION PERMIT FOR CURRENT USES WITH ACCESSORY OFFICE TO INCLUDE STORAGE OF CARRIAGES**

The status of this violation is NOT COMPLIED as of 06/10/08.

The number of days to comply this violation is 10 days.

If all violations are not corrected within the specified time limit additional enforcement action will be instituted. In addition to any other sanction or penalty imposed, the department will be authorized to correct the violations itself or by contract. You will be required to repay any city funds used to do so, plus an administrative charge. If payment is not received within the period stated on the abatement bill, a lien will be entered against the property and/or a judgment entered against the owner.

(See A-503.2)

Location: T/O

**OBTAIN USE REGISTRATION PERMIT FOR CURRENT USES WITH ACCESSORY OFFICE TO INCLUDE STORAGE OF CARRIAGES**



CITY OF PHILADELPHIA  
DEPARTMENT OF LICENSES AND INSPECTIONS

Code Enforcement Unit  
Commercial and Industrial Unit  
990 Spring Garden Street  
3rd Floor  
Philadelphia, PA 19123

**VIOLATION NOTICE**

AHMED BASHEIR M YOO HAN LEE  
226 ROCK ST  
PHILA PA 19128-3746

Case No: 164539  
Date of Notice: 06/10/08

The status of this violation is **NOT COMPLIED** as of 06/10/08.

The number of days to comply this violation is **10 days**.

Multiplug adaptors, such as cube adaptors, unfused plug strips or any other device not complying with the electrical code, are prohibited. (See F-605.4)

Location: T/O

**OBTAIN USE REGISTRATION PERMIT FOR CURRENT USES WITH ACCESSORY OFFICE TO INCLUDE STORAGE OF CARRIAGES**

The status of this violation is **NOT COMPLIED** as of 06/10/08.

The number of days to comply this violation is **10 days**.

Open junction boxes and open-wiring splices are prohibited. Approved covers shall be provided for all switch and electrical outlet boxes. (See F-605.6)

Location: T/O

**OBTAIN USE REGISTRATION PERMIT FOR CURRENT USES WITH ACCESSORY OFFICE TO INCLUDE STORAGE OF CARRIAGES**

The status of this violation is **NOT COMPLIED** as of 06/10/08.

The number of days to comply this violation is **10 days**.

Rubbish, garbage or other materials must not be stored or allowed to accumulate in stairways, passageways, aisles, doors, windows, fire escapes or other means of egress. (See PM-603.1)

Location: T/O

**OBTAIN USE REGISTRATION PERMIT FOR CURRENT USES WITH ACCESSORY OFFICE TO INCLUDE STORAGE OF CARRIAGES**

The status of this violation is **NOT COMPLIED** as of 06/10/08.

The number of days to comply this violation is **10 days**.

The exterior of a structure must be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare. All structural members must be maintained free from deterioration, and must be capable of safely supporting the imposed dead and live loads. (See PM-304.1)

Location: T/O

**OBTAIN USE REGISTRATION PERMIT FOR CURRENT USES WITH ACCESSORY OFFICE TO INCLUDE STORAGE OF CARRIAGES**

The status of this violation is **NOT COMPLIED** as of 06/10/08.

The number of days to comply this violation is **10 days**.





**VIOLATION NOTICE**

AHMED BASHEIR M YOO HAN LEE  
226 ROCK ST  
PHILA PA 19128-3746

Case No: 164539  
Date of Notice: 06/10/08

The subject building lacks one or more required portable fire extinguishers. Sufficient portable fire extinguishers, selected in accordance with the Fire Code and NFPA 10, must be placed so that travel distance to an extinguisher does not exceed 75 feet from any point in the building. Each required extinguisher is to be in a conspicuous location where it will be readily accessible and immediately available for use. The location is to be along normal paths of travel, unless the fire code official determines otherwise. Fire extinguishers must not be obstructed or obscured from view. In rooms or areas in which visual obstruction cannot be completely avoided, means shall be provided to indicate the locations of extinguishers. You must install and maintain a fire extinguisher(s) in accordance with the above. (See F-906.1, F-906.2, F-906.3, F-906.5 and F-906.6)

**Location: T/O**

**OBTAIN USE REGISTRATION PERMIT FOR CURRENT USES WITH ACCESSORY OFFICE TO INCLUDE STORAGE OF CARRIAGES**

**The status of this violation is NOT COMPLIED as of 06/10/08.**

**The number of days to comply this violation is 10 days.**

The walls, floors, ceilings, stairs, handrails, guards and supporting structural members of every structure must be maintained structurally sound, and be capable of supporting the imposed loads. (See PM-305.2)

**Location: T/O**

**OBTAIN USE REGISTRATION PERMIT FOR CURRENT USES WITH ACCESSORY OFFICE TO INCLUDE STORAGE OF CARRIAGES**

**The status of this violation is NOT COMPLIED as of 06/10/08.**

**The number of days to comply this violation is 10 days.**

A \$75 fee will be assessed on the third inspection failure, doubling with each subsequent failure up to a \$300 fine per inspection.



CITY OF PHILADELPHIA  
DEPARTMENT OF LICENSES AND INSPECTIONS

Code Enforcement Unit  
Commercial and Industrial Unit  
990 Spring Garden Street  
3rd Floor  
Philadelphia, PA 19123

**VIOLATION NOTICE**

BODINE STREET ASSOCIATES  
1119 N BODINE ST  
PHILADELPHIA PA 19123-1517

Case No: 164541  
Date of Notice: 06/10/08

**Subject Premises: 1119 N BODINE ST**  
**Inspection Type: C&I FIRE INSPECTION # 1**

This is to inform you that the Department of Licenses and Inspections has inspected the subject premises and **designated it as in violation**, in whole or in part, within the meaning of the Philadelphia Code. This designation will remain until the violation(s) below is corrected.

If you fail to comply with this order, the City may take actions to comply with the city code by using its own forces or by contract. You, will be billed for all costs incurred including court and administrative fees. Failure to pay such bill will result in the City filing a lien in the amount against the title to the premises and/or costs and charges being recovered by a civil action brought against you.

If you have any questions regarding this notice, you may call the Code Enforcement Unit at 215-685-3712.

If you intend to appeal this violation, you must apply at Boards Administration, Public Services 11th Floor, Municipal Services Building, 1401 John F. Kennedy Blvd., Philadelphia, PA 19102, within 30 days of the date of this notice. Telephone inquiries concerning appeal process can be directed to 215-686-2427. It is necessary that you submit a copy of this notice with the appeal. (See A-801.2)

**Please Note:** Appeals for Fire Code requirements must be submitted to the Board of Safety and Fire Prevention, 240 Spring Garden Street, Philadelphia, PA 19123, (215) 686-1356.

INSPECTOR WALLACE  
Code Enforcement

**VIOLATIONS:**

A use registration permit is required for every new use commenced on any land or in any structure. Return the subject premise to its approved usage or secure the proper permit for its present use. For zoning information call 215-686-2455. (See A-301.1.5)

**Location: T/O**

**OBTAIN USE REGISTRATION PERMIT FOR ALL USES TO INCLUDE ALL USES OF PROPERTY**

**The status of this violation is NOT COMPLIED as of 06/10/08.**

**The number of days to comply this violation is 10 days.**

All electrical equipment, wiring and appliances must be properly installed and maintained by a qualified licensed electrical contractor in accordance with the Electrical Code. (See PM-407.2)

**Location: T/O**

**OBTAIN USE REGISTRATION PERMIT FOR ALL USES TO INCLUDE ALL USES OF**



**VIOLATION NOTICE**

BODINE STREET ASSOCIATES  
1119 N BODINE ST  
PHILADELPHIA PA 19123-1517

**Case No:** 164541  
**Date of Notice:** 06/10/08

**PROPERTY**

**The status of this violation is NOT COMPLIED as of 06/10/08.**

**The number of days to comply this violation is 10 days.**

Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures; extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances. (See F-605.5)

**Location:** T/O

**OBTAIN USE REGISTRATION PERMIT FOR ALL USES TO INCLUDE ALL USES OF PROPERTY**

**The status of this violation is NOT COMPLIED as of 06/10/08.**

**The number of days to comply this violation is 10 days.**

Have fire extinguisher inspected and tagged by a licensed fire protection system contractor. (See F-906.2)

**Location:** T/O

**OBTAIN USE REGISTRATION PERMIT FOR ALL USES TO INCLUDE ALL USES OF PROPERTY**

**The status of this violation is NOT COMPLIED as of 06/10/08.**

**The number of days to comply this violation is 10 days.**

If all violations are not corrected within the specified time limit additional enforcement action will be instituted. In addition to any other sanction or penalty imposed, the department will be authorized to correct the violations itself or by contract. You will be required to repay any city funds used to do so, plus an administrative charge. If payment is not received within the period stated on the abatement bill, a lien will be entered against the property and/or a judgment entered against the owner.

(See A-503.2)

**Location:** T/O

**OBTAIN USE REGISTRATION PERMIT FOR ALL USES TO INCLUDE ALL USES OF PROPERTY**

**The status of this violation is NOT COMPLIED as of 06/10/08.**

**The number of days to comply this violation is 10 days.**

It has been found that the electrical system in this structure constitutes a hazard to the occupants or the structure by reason of one or more of the following: inadequate service, improper fusing, insufficient outlets, improper wiring or installation, deterioration or damage, or for similar reasons. All defects must be corrected to eliminate the hazard. (See PM-407.2)

**Location:** T/O





CITY OF PHILADELPHIA  
DEPARTMENT OF LICENSES AND INSPECTIONS

Code Enforcement Unit  
Commercial and Industrial Unit  
990 Spring Garden Street  
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Philadelphia, PA 19123

**VIOLATION NOTICE**

BODINE STREET ASSOCIATES  
1119 N BODINE ST  
PHILADELPHIA PA 19123-1517

**Case No:** 164541  
**Date of Notice:** 06/10/08

**OBTAIN USE REGISTRATION PERMIT FOR ALL USES TO INCLUDE ALL USES OF PROPERTY**

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**Location: T/O**

**OBTAIN USE REGISTRATION PERMIT FOR ALL USES TO INCLUDE ALL USES OF PROPERTY**

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**The number of days to comply this violation is 10 days.**

Open junction boxes and open-wiring splices are prohibited. Approved covers shall be provided for all switch and electrical outlet boxes. (See F-605.6)

**Location: T/O**

**OBTAIN USE REGISTRATION PERMIT FOR ALL USES TO INCLUDE ALL USES OF PROPERTY**

**The status of this violation is NOT COMPLIED as of 06/10/08.**

**The number of days to comply this violation is 10 days.**

The quantity of hazardous material at this location exceeds the amount allowed without a permit.

An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts indicated within the Fire Code.

You must obtain the required operational permit or reduce, in an approved manner, the quantity of hazardous material on-site to or below the code limitation.

For application information, you may call License Issuance at 215-686-2490. (See F-2701.5, F-105.6.21 and F-105.6.21.1)

**Location: T/O PROPANE**

**OBTAIN USE REGISTRATION PERMIT FOR ALL USES TO INCLUDE ALL USES OF PROPERTY**

**The status of this violation is NOT COMPLIED as of 06/10/08.**

**The number of days to comply this violation is 10 days.**



CITY OF PHILADELPHIA  
DEPARTMENT OF LICENSES AND INSPECTIONS

Code Enforcement Unit  
Commercial and Industrial Unit  
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**VIOLATION NOTICE**

BODINE STREET ASSOCIATES  
1119 N BODINE ST  
PHILADELPHIA PA 19123-1517

**Case No:** 164541  
**Date of Notice:** 06/10/08

The subject building lacks one or more required portable fire extinguishers. Sufficient portable fire extinguishers, selected in accordance with the Fire Code and NFPA 10, must be placed so that travel distance to an extinguisher does not exceed 75 feet from any point in the building. Each required extinguisher is to be in a conspicuous location where it will be readily accessible and immediately available for use. The location is to be along normal paths of travel, unless the fire code official determines otherwise. Fire extinguishers must not be obstructed or obscured from view. In rooms or areas in which visual obstruction cannot be completely avoided, means shall be provided to indicate the locations of extinguishers. You must install and maintain a fire extinguisher(s) in accordance with the above. (See F-906.1, F-906.2, F-906.3, F-906.5 and F-906.6)

**Location: T/O**

**OBTAIN USE REGISTRATION PERMIT FOR ALL USES TO INCLUDE ALL USES OF PROPERTY**

**The status of this violation is NOT COMPLIED as of 06/10/08.**

**The number of days to comply this violation is 10 days.**

A \$75 fee will be assessed on the third inspection failure doubling with each subsequent failure up to a \$300 fine per inspection.

**PHILADELPHIA ANIMAL CARE  
AND CONTROL ASSOCIATION**

**RESPONSE TO REPORT**



111 West Hunting Park Avenue ♥ Philadelphia, PA 19140 ♥ p. 267.385.3800 f. 267.385.3888  
www.phillypaws.org

October 14, 2008

Alan Butkovitz  
City Controller  
Office of the Controller  
1230 Municipal Services Building  
1401 John F. Kennedy Boulevard  
Philadelphia, PA 19102-1679

Dear Mr. Butkovitz:

Please find enclosed a written response to the report's findings and recommendations regarding Procedures Performed in Connection with the City Controller's Review of the Philadelphia Animal Care and Control Association Contract Performance.

If you have any questions, please do not hesitate to contact me at (215) 852-4380.

Very truly yours,

Tara Derby  
CEO  
Philadelphia Animal Care and Control Association

cc: John Martini, Esq.

*PAWS, the Philadelphia Animal Welfare Society is donor-funded division of the Philadelphia Animal Care and Control Association (PACCA), a 501(c)3 organization dedicated to promoting public welfare and to saving the lives of Philadelphia's homeless, abandoned and unwanted animals.  
Philadelphia Animal Care and Control Association (PACCA) is contracted to provide animal care and control services for the City of Philadelphia.*

**Response to Report of Findings**

**Re: Procedures Performed in Connection with the City Controller's Review of the Philadelphia Animal Care and Control Association Contract Performance**

**Prepared by: Philadelphia Animal Care and Control Association**

**Submitted to: Office of the City Controller for the City of Philadelphia**

**Date: October 14, 2008**

On September 25, 2008, a draft copy of the report, "Procedures Performed in Connection with the City Controller's Review of the Philadelphia Animal Care and Control Association Contract Performance," was received by the Philadelphia Animal Care and Control Association (PACCA). Accompanying the delivery of this report was a cover letter from the City Controller indicating that the aforementioned draft report, prepared by the firm Nihill and Riedley, was for discussion purposes. This cover letter also indicated that a written response to the audit report may be submitted and that this response will be issued with the report. This document is the written response to the audit report. This document identifies areas that have been rectified prior to the release of the audit report and it provides additional information about various areas that were identified as weaknesses in the report.

The report identified contract compliance findings. According to the report, the discussion addresses only the aspects of the contract where findings indicate that PACCA did not comply or partially complied.

**Non-Compliance**

There were a total of 3 areas in which PACCA was found to be in non-compliance with the contract. The following is a list of the Requirements and the current status of the finding/recommendation:

Requirement R. – Provider must provide the Department with "Read-Only" access to its integrated animal control/shelter software package.

Status: **Ongoing Challenge.** The recommendation is that the read-only access to PACCA's shelter software database should be enabled. Unfortunately, and as has been conveyed to the Health Department, the shelter software system that PACCA uses, Pet Point, does not have "read-only" capacity. The only access that can be granted is as a "user," which allows some level of input into existing files and the creation of new files. Pet Point has indicated that it has placed the request for "read-only" capabilities to be part of their system. They thought this might be something they could begin to look at doing in calendar year 2009. In several discussions with Pet Point, it was revealed that other agencies that hold animal control contracts generate reports from the system for City review and that these reports seem to meet the needs of other municipalities performing animal control throughout the nation. PACCA is more than willing to generate reports for the Department's review.

Requirement V.—Provider must have a licensed wildlife trapper on staff in accordance with the regulations of the Pennsylvania Game Commission.

Status: **Resolved.** Wildlife trapping licenses are issued by the Pennsylvania Game Commission. Licenses can only be granted to individuals and they can only be acquired when an individual passes an exam that is scheduled just a few times per year by the PA Game Commission. As of August 8, 2008, PACCA has a licensed wildlife trapper on-staff.

Requirement Y.—Provider must demonstrate the satisfactory operation of an independent phone system to meet the standards of the Department. This system should be able to handle and log calls with computerized recordkeeping.

Status: **Resolved.** A primary obstacle that significantly delayed PACCA's ability to have the phone recordkeeping software installed and monitored at an earlier date was staff turnover in the position of Customer Service Manager. In July 2008, after a long search, a new Customer Service Manager was hired who was immediately charged with overseeing the continued implementation of this contract deliverable. In mid August 2008, the computerized recordkeeping system has been fully functional and reports are generated and reviewed daily. This tool has enabled staff to troubleshoot areas of weakness in phone service delivery by individual staff and time of day (e.g., how to improve customer service during peak times and adjust scheduling of personnel accordingly). Individual staff are held accountable for performance. The recordkeeping system is monitored on the Customer Service Manager's computer and a large flatscreen monitor that displays real-time incoming call traffic has been mounted in the front office for all employees to be able to view real-time phone service delivery.

### **Partial Compliance**

There were a total of 8 areas in which PACCA was found to be in partial compliance with the contract. The following is a list of the Requirements and the current status of the finding/recommendation:

Requirement A. – Provider shall hire and train personnel, including Animal Control Officers.

Status: **Resolved with Ongoing Challenges.** In May 2008, a training was held by the Philadelphia Fire Department for all PACCA animal control staff in the safe use of ladders. In June 2008, there was a training held for all shelter and animal control staff around wildlife handling. This training was provided by the Pennsylvania Game Commission and the Schuylkill Wildlife Rehabilitation Center. The new Animal Control Officer job description was recently created in an effort to recruit talent from external sources for open animal control positions. This position description was created years after the original hiring of the officers currently occupying these positions. All three individuals occupying the officer positions have worked in an animal control environment for more than 6 years and at two different agencies (PACCA and the PSPCA), when both agencies held the animal control contract, respectively.

Requirement E.— Provider shall seize, detain, care for, maintain, quarantine and dispose, if necessary, any animal having rabies, or which are suspected of having rabies, or which have bitten a person...for a period of not less than ten days as required by applicable law.

Status: **Resolved with Ongoing Challenges.** The status of this finding/recommendation is listed as "resolved with ongoing challenges" because the PACCA administration has taken several measures to ensure that mistakes are avoided at all costs. However, based on the nature of the work of animal control and based on the honesty and transparency of the PACCA board and administration, this agency cannot state that there will never again be a mistake made in the handling of hundreds of individual bite case animals each year. What the PACCA

administration will describe in this response are the nature of the mistakes that have been made, and the corrective action that has been taken to resolve these issues.

In September 2007, the PACCA administration was informed by the City of Philadelphia about ongoing problems arising from the handling of bite cases that entered PACCA's facility. These problems were characterized primarily as paperwork problems. The PACCA administration moved to take corrective action with this issue by holding meetings with the Division of Disease Control and a new Clinic Services Manager who would be overseeing the handling of bite cases.

In June 2008, PACCA was informed of continued challenges with the handling of bite cases by the Health Department. More specifically, there were two instances during this period that were brought to the attention of the PACCA administration in which animals that were to be held for the 10-day period were prematurely euthanized. In response to this, the Department met with the PACCA administration in July 2008 during which, the Department asked for a plan of corrective action. At this meeting, the PACCA administration provided a copy of a newly revised Bite Case Protocol procedure that had been previously sent to the Contract Monitor and the Chief of Staff. This protocol was revised and implemented on July 16, 2008 (Attachment 1). In addition, for the staff person who erroneously euthanized a bite case three days before the time was to expire due to a human paperwork error, disciplinary action was taken and a 5-day suspension was served. The dog had been evaluated and identified as being aggressive and had a history of biting a human. The dog would have been euthanized in any event but due to PACCA's contractual obligations to hold bite cases for 10-days, the dog should not have been euthanized on the date that the euthanasia actually occurred.

Bite cases are tracked on a spreadsheet and sent to the Contract Monitor for review (Attachment II). In addition, the Bite Case Protocol procedure that was revised and implemented by PACCA was entered into the FY2009 contract as part of the Scope of Services (Attachment III).

Requirement K.—Provider shall maintain its premises and equipment in good operating condition and in compliance with applicable law, including sanitary animal holding kennels to house all animals retrieved by the animal control crews and all unwanted animals brought in by citizens of the City.

Status: **Resolved with Ongoing Challenges.** The findings of the report reference that PACCA was cited for cleaning, minor repairs and paint by the Pennsylvania Dog Warden on October 10, 2007. On October 23, 2007, the Pennsylvania Dog Warden returned indicating that all areas of inspection were satisfactory. The Pennsylvania Dog Warden conducted another inspection on January 22, 2008. All areas of inspection passed with satisfactory marks.

The reason for the status of this finding/recommendation being listed as "resolved with ongoing challenges," is due to a recent finding in an assessment conducted by the ASPCA in which it is suggested that current staffing levels, which are dictated by funding from the City for animal care and control, are insufficient to adequately care for the number of animals entering the animal control sheltering system in the City of Philadelphia each year. As noted in the ASPCA assessment, "Using the National Animal Control Association (NACA) formula, assuming a daily intake of 73 animals with a minimum hold of 3 days, which is conservative based on current averages, PACCA requires 12 kennel staff per day simply for 7 minutes of cleaning and 3 minutes of feeding per animal. This formula does not account for laundry, dishes, lost and found or other duties and thus is a bare-minimum calculation. Our daily count of animals was



320 at the slowest time of the year, requiring a minimum of 18 kennel staff to provide adequate care. PACCA currently has 8 full time and 8 part-time kennel attendant positions total on staff."

Requirement O. – Provider shall monitor and enforce the provisions of laws / ordinances governing animal drawn carriages.

Status: **Ongoing Challenge.** Per the instruction of the Department through Vector Control, PACCA is responsible for monitoring street operations and compliance with applicable regulations (temperature, time on street, harness fit and positioning, waste collection bags). Routine inspections of the stables are scheduled by the Department and handled by a representative of Vector Control twice per year. PACCA assists with these inspections and performs other routine inspections to ensure the stables are clean. PACCA has been told by the Department that the inspection of stables for licenses and documentation of veterinary care is the responsibility of the Department. Health records and licensing are submitted to the Department and any and all fees collected in violation of code are retained by the City.

Requirement P. – Provider shall respond to animal related complaints received from the City and/or the Department within forty-eight (48) hours by conducting physical site visits and, respond to those complaints forwarded by the citizens of Philadelphia within five (5) calendar days by conducting physical site visits. A log shall be maintained for inspection by the Department of all animal related complaints received by the provider.

Status: **Ongoing Challenge.** In an effort to improve tracking of complaints to a point at which response times can be measured by the database, PACCA has engaged Pet Point, the shelter software it uses, in multiple discussions as to how this can be achieved. Pet Point and PACCA are continuing to work to identify ways in which their system can better accommodate PACCA's needs to electronically track the response time to complaints and requests for services.

It is important to note that the report determined that of 2,679 dispatched calls for animal control driver services, nearly 86% (65% same day and 21% in 1 day) were handled in a 0-1 day period.

Requirement Q. – Provider shall furnish necessary trained and licensed staff, equipment, supplies and animal transport vehicle(s) that would enable Provider to respond within a maximum of two (2) hours except as permitted in writing by the Department, when the response time allowed would be three (3) hours to any animal related emergency, so declared by the Department's designated representative.

Status: **Resolved.** It has always been the understanding of the provider, through multiple years of discussion of this contract deliverable, that this time frame applies only to "any animal related emergency, so declared by the Department's designated representative." Thus, this deliverable and the time frame required applies only to emergencies that are declared as animal related emergencies by the Philadelphia Department of Public Health, not routine calls received by the public. PACCA does indeed have an established protocol for responding to requests for services as referenced in the report. However, this protocol was designed by PACCA on its own and not due to any requests by the Department or requirements in the contract. In the report, the examination of 3,317 calls received applies to calls received for unwanted owned animals, stray animals, sick animals, injured animals, nuisance wildlife and dead animals and are part of PACCA's routine daily work. These calls are not animal related emergencies so declared by the Department's designated representative.



Requirement U. – Provider shall enforce and sell, on behalf of the City and/or the Department, the use of animal related licenses pursuant to the instructions of the department.

Status: **Plan of action identified.** The findings of the report recommend that PACCA create a proactive environment for licensing enforcement. On October 24<sup>th</sup> and 25<sup>th</sup>, PACCA had planned to have a two-day site visit from Best Friends Animal Society as they have engaged with the leadership of PACCA to develop a vision and plan for the City of Philadelphia's homeless animals. As part of this visit, the plan was for Best Friends to meet with other animal welfare groups and to bring in a manager from a municipality with high rates of compliance for dog licensure. The plan was for this individual to share a successful strategy for dog licensing. Best Friends had planned to use this information and work with this consultant and PACCA to develop a strategic dog licensing plan and timeline for the City of Philadelphia. Best Friends cancelled this trip due to the Department's posting of a new RFP on September 17, 2008.

Requirement X. – Provider shall provide a monthly report to the Health Department's PACCA Contract Manager on the key performance measure and service level indicators (such as, but not limited to animal control activities, monthly intake and dispositions) as determined to be acceptable by the Department within the scope of the service of the contract.

Status: **Resolved with Ongoing Challenges.** In the beginning of 2008, PACCA audited its own euthanasia records. PACCA records euthanasia in two ways: via the shelter software system and via a manual euthanasia log. Upon review of these two record keeping systems, it was identified that there were sometimes discrepancies in the total number of animals recorded in the computer versus the manual log. For reporting purposes, the system that recorded the highest number of euthanasia was reported to the Health Department and these reports were updated for the Department in the early part of 2008.

As noted in the report, the primary reason for these discrepancies is due to the labor intensive review of records. PACCA, unlike other animal control shelters, does not have positions dedicated to data quality assurance and review for the 30,000 cases that enter the system each year (as noted previously, there are not even an adequate number of kennel attendants for cleaning). Thus, data tracking and data management remains a significant challenge in PACCA's operation. In shelters throughout the nation, the task of data management for thousands of cases that must move through the system rapidly proves challenging

Upon PACCA's own audit of the 2007 data, PACCA began routinely examining the manual euthanasia log and the computer log for euthanasia on a regular basis. Discrepancies are examined and routine attempts to rectify problems are made. By the end of 2007, PACCA virtually eliminated the labor intensive process of having euthanasia performed on paper instead of entered into the computer first. This step, while requiring more work up front from staff and managers provides better quality assurance measures operationally compared to how data was handled in 2007 and prior. In addition, during PACCA's own internal audit of the 2007 manual euthanasia logs, PACCA found that all logs were present with the exception of the log for July 2007. The former Chief Operating Officer, who departed in August 2007, indicated that she had used this log that was kept by the former Clinic Services Manager who departed in August 2007, to count and confirm euthanasia records. The former Chief Operating Officer indicated that these records had been left with the incoming Chief Operating Officer. The incoming Chief Operating Officer had no record of this log. Upon discovery of this missing log, PACCA notified the auditor. It is important to note that PACCA does have complete records dating back to June

2005 of all inventory of sodium pentobarbital. For July 2007, there is a complete record of sodium pentobarbital bulk inventory and distribution. It is important to note that there is no evidence to suggest that any sodium pentobarbital was taken at any point in time.

### **Observations on Contract Requirements v. Expectations**

**Recommendation:** Unless the City and the Department intend for animal control to be limited to the acceptance and disposal of dangerous and unwanted animals, consideration should be given to modifying the contract to afford the minimum standards of care and deliverables that will support the welfare of animals including veterinarians and other needed staff, as well as adequate diagnostic and other animal care equipment.

**Status:** As noted in the report, the City of Philadelphia's Department of Public Health originally set up PACCA as a 501 c 3, in 2002, in response to the PSPCA's relinquishment of the animal control contract. The original business plan for PACCA indicates that, "the Department will provide a bare bones program that is responsive to the minimal needs of animal control needs of the City." Over time, the Department has increased funding for animal control, but these increases have not been significant enough in nature to provide support for improved care of animals entering animal control.

In 2005, following public outcry and city council hearings, a new administration was hired to run PACCA in an effort to address the overwhelming number of animals killed under the previous administration that had been selected by the Department. Within three years, sweeping changes were made, employees were terminated, save rates soared, volunteers were allowed access along with rescues and shelters, a foster care program was implemented and a new adoption center was opened by the administration in center city to promote additional adoptions. Simultaneously, the budget for animal control increased slightly over the three year period, but as noted in the report, the contract and the budget provide support for that which the contract predominantly calls for: the acceptance and disposal of dangerous and unwanted animals.

Against a backdrop of limited funding resources in the City of Philadelphia, the Department has been unable to commit additional support towards animal care and control that supports animal welfare and care. PACCA concurs with the findings of this report in that it has historically been the focus of the current PACCA administration to request and ask for additional support from the Department to improve the delivery of care and welfare services to animals entering animal control in Philadelphia.

It is the position of PACCA that the City of Philadelphia ought to include key lifesaving metrics in its contract and acknowledge that lifesaving in animal control is a priority and that it must be measured and reported. Including these metrics and deliverables is not sufficient action on its own. That is, support and resources must be allocated in order for these deliverables to be achieved. The contract should require open access to volunteers and rescue/shelter groups, transparency in animal control, and foster care. Citizens should be represented in oversight of animal control. Veterinary staff should be required and should be funded by the City at a level that is sufficient to support minimum standards of care in a 24 hour 7 day per week facility that operates 365 days per year. And, as quality assurance and oversight of recordkeeping and inventory of 30,000 animals, records and supply inventory to support these animals is a crucial component of the animal control system, the contract should require and provide the support necessary for oversight of these fundamental programmatic components.

PACCA concurs with the finding in the report that consideration should be given by the Department to making improvements to the physical plant in an effort to improve treatment and care of animals.

#### **Observations About PACCA's Operating Policies and Procedures**

**Recommendation:** PACCA should compile its current protocols, which exist in the form of memoranda into a policies and procedures manual.

**Status:** PACCA's protocols, policies and procedures do exist in the form of memoranda. PACCA concurs that these should be compiled into one manual. PACCA can provide a timeline for conducting this work should the Department wish for PACCA to do so.

#### **Observations About PACCA's Cash Receipts Procedures**

**Recommendation:** PACCA should implement changes to its cash receipts procedures to ensure that all fees and donations are properly recorded.

**Status:** PACCA purchased a total of 5 Point Of Sale systems for installation and usage to improve cash procedures throughout PACCA's operation. PACCA reviewed its intended plans for implementation of new fees and new procedures with the Department and the Department approved of these proactive plans for change in the beginning of the FY2009 contract. The installation of these systems and the implementation of the new fees and procedures have been suspended given the current action of the Department's posting of the current RFP, which it appears will terminate the current contract in three months, with no notification to PACCA.

#### **Observations About PACCA's Operating Effectiveness**

**Recommendation:** PACCA should evaluate the impact of using Animal Control Officers to perform functions that fall outside the job duties for which the officers were hired. It should begin the pilot program described in the current union contract permitting drivers to handle calls alone, where appropriate. This should allow PACCA to increase the number of calls and/or reduce response times and ensure continued contract compliance.

**Status:** PACCA has met with representatives of District Council 33, 488, to bargain and negotiate the terms of the one-driver pilot program. Representatives of the union have raised ongoing significant concerns about the safety of unarmed drivers entering homes and locations in single units given current crime rates in the City of Philadelphia. The union and management were entering final stages of discussion and negotiation about this program. These efforts have been suspended given the most recent action of the Department's posting of the current RFP.

It is important to note that PACCA has a clearly defined attendance and lateness policy detailing levels of disciplinary action taken for progressive infractions of the policy (Attachment IV). All staff are held accountable for infractions of this policy, up to and including termination from employment.

### **Observations About PACCA's Customer Satisfaction**

**Recommendation:** In the future, the Health Department should consider surveying individuals using the services of PACCA or other contracted provider to ensure the level of services being provided is meeting criteria as established by the Department.

**Status:** Commentary-It was noted in the report that staff from the Controller's Office conducted a random sample of customers who received services from PACCA. Of 154 individuals who participated in the survey, 76.7% rated PACCA at a six or above, while 15.6% gave PACCA the lowest rating. It is also important to note that 45% gave PACCA the highest rating (10), in the aggregate, on a scale of 1 -10 (1=Very Dissatisfied and 10=Very Satisfied).

### **Observations About PACCA's Monitoring of Horse-Drawn Carriage Operators**

**Recommendation:** The Health Department should request that PACCA follow up on the Controller's Office inability to observe horse health certificates. Additionally, the Department should periodically request that inspectors from the City's Department of Licenses and Inspections accompany PACCA Animal Control Officers on inspections of the carriage horse stables.

**Status:** Historically, since PACCA's inception, a representative of the Department would initiate contact with PACCA animal control officers and all coordination of stable inspections were handled by the Department per the Department's preference and direction. PACCA has historically assisted with these inspections per the instruction and directive of the Department. The division of the Department which has historically handled the coordination of these inspections is Vector Control. Should the Department wish to refine its inspection program of stables and would like PACCA to take on a role beyond that which currently exists of predominantly assistance, PACCA will be more than willing to comply with this request and proactively develop an improved program of oversight and inspections. In addition, it has been PACCA's observation in its role of assisting, as prescribed by the Department, that it has been difficult for the Department to coordinate inspections of stables with representatives of the Department of Licenses and Inspections. This observation is made from PACCA's position in role of assisting with these inspections, however, and not in the role of coordinating the inspections.

**ATTACHMENT I**



**DATE:** July 16, 2008  
**TO:** All Staff  
**FROM:** Doug Rae, Chief Operating Officer  
**SUBJECT:** **BITE CASE/RABIES EXPOSURE PROTOCOL**

This memorandum covers protocol and procedures that must be followed by all staff in reference to Bite Case Animals and Rabies Specimens:

**ANIMAL INTAKE PROCESSING PROCEDURE**

1. When a person is surrendering an animal, either stray or owned, the following question **MUST** be asked: **“Has this animal bitten anyone in the past ten (10) days?”**
2. If the answer to this question is “Yes,” a Bite Case Report (Animal Exposure Case Report, Philadelphia Department of Public Health Division of Disease Control) MUST be completed immediately. Initial Bite Case Reports must be completed as follows:
  - a. Animals entering the building via public drop-off:  
**Clerical Staff and Dispatchers**
  - b. Animals picked up in the field:  
**Drivers and Officers**

**NOTE:** All Drivers and Officers **MUST** have blank Bite Case Report forms in their vehicles at all times. It must be noted in the computer or on all yellow slips that an animal is a bite case.

3. **Bite Case Reports must be completed neatly and accurately.** Do not simply ask for the owners contact information – request a valid form of identification from the customer (preferably a PA driver’s license).

Make sure you take your time when documenting the information and that all information is spelled properly and written clearly. All questions MUST be answered on the bite form. In the event that you do not have an answer for a question asked on the form the word **“unknown”** needs to be written-do not leave the space blank. If a question does not apply to a victim, **“N/A”** should be written.



*Example: If the victim is a 3 year old child, N/A should be written in the space for "Occupation." If you do not know if the victim went to the hospital, "unknown" should be written in the space for "If Hospitalized."*

4. All owners MUST be asked if they wish to have their animal back at the end of the 10-day hold period at the time of impound. Clerical, Dispatch, Officer and Drivers (any staff person impounding or intaking an animal) must ask this question and this information must be recorded in Pet Point under "Memo," or handwritten on yellow field slips as follows:
  - a. "Owner does NOT want animal back at end of hold period," OR
  - b. "Owner wants animals back at end of hold period."
5. An animal number or a slip number MUST be written in the space for Animal ID on the Division of Disease Control's Exposure Form in the section under Animal Information. Drivers and front office staff must not submit a Bite Case Report without writing these numbers on the report first. **This step is very important.**
6. **For public drop offs via the front lobby:** All notes and holds are to be documented in Pet Point at the time of intake. Once the animal is entered in Pet Point, Clerical Staff and Dispatchers MUST stamp the kennel card with a red BITE stamp before sending the animal back to the receiving area.

**For animals received via animal control (Drivers and Officers):** All pertinent information must be recorded on a yellow slip. Drivers and Officers MUST:

- A. Write all notes relevant to the case/bite incident on the back of the yellow slip.
  - B. Record that it is a bite case on the front off the yellow slip by writing the word "**BITE**" on the front of the slip.
  - C. Stamp the yellow slip with the red BITE stamp located in the front office.
  - D. Photo copy the slip and place a copy in the bin located outside on the door of the CEO's office.
7. **Data Entry and Faxing to Disease Control:** The person entering the yellow slip or entering the information in Pet Point MUST make a photocopy of the bite report. One copy of the report must be stapled to the animal's paperwork (and remain with the animal through the entire holding period) and the second copy must be immediately faxed and filed. The bite form is faxed to the **Division of Disease Control at 215-545-8362** (the fax number is listed on the bottom of the bite case form). After it is faxed, the report must be filed, by month, in the black filing cabinet located in the hallway by the Administrative Offices.





In the event an animal is returned back to the owner before the bite quarantine has expired, the following procedures **MUST** be followed:

- A. Get permission from the CEO, COO, Field Services Manager or Kennel Manager
- B. Obtain and photocopy two (2) forms of identification, one of which must be a photo ID with current address.
- C. Inform the owner that the animal **MUST** be quarantined in their home for the remainder of the ten (10) days. The bite case animal cannot have must be isolated from any other animals during this period.
- D. Give the owner's name, address, telephone number, copies of photo identification and the animal's A# to the manager granting permission for the animal to be released. The date of the RTO and the date the bite occurred must also be documented on this paper.
- E.

### **CLEANING PROCEDURES FOR BITE CASE ANIMALS**

#### **DOGS**

All large Bite Case dogs must be housed in kennels F-11 through F-20 in the large kennels. Small dogs may be housed in the puppy room/small dog room located in the stray side of the large kennels. The following is a step by step procedure for cleaning bite case dogs in the large kennels:

1. Move the dogs from the front of F-row (F-1 thru F-10).
2. Clean the front of F-row with normal cleaning procedures.
3. Once the front of F-row is cleaned, move Bite Case dogs housed on the back of F-row (F-11 thru F-20) into the front of F-row via guillotine doors.
4. Clean the back of F-row with normal cleaning procedures.
5. Move Bite Case dogs now on the front of F-row into the clean cages on the back of F-row.
6. At **NO TIME** is the paperwork on a bite dogs kennel to be moved. The dog will remain in the same kennel throughout his or her entire holding period.
7. The only time you are to handle or move paperwork is when the animal is being brought to the euthanasia room.
8. All bite case kennels are to have the orange colored latch (lock) applied to their kennel at all times, to secure the animal at all times.





### CATS

1. Cat cages are to be cleaned the same way as we currently clean other cat cages. The main difference is that Bite Case cats are not allowed to move from cage to cage (they must remain in the same cage and paperwork never moved) nor are they to be handled by employees.
2. All Bite Case cats are to have the orange colored latch (lock) applied to their kennel at all times, to secure the animal.

### EUTHANASIA OF BITE CASE ANIMALS

1. The only authorized people who can complete a Bite Case pre-euthanasia are the COO (Doug Rae), Field Services Manager (Tara Schernecke) or CEO (Tara Derby).
2. Prior to removing an animal from its kennel, review the paperwork and match the animal's description such as breed, gender and color by looking at the animal through the kennel door (from the outside looking in). **At this point, if something does not match immediately STOP:** Leave the animal in its cage and find a manager (COO, Field Services Manager or CEO).
3. If you are unable to locate the COO, Field Services Manager or CEO, **DO NOT** proceed any further. Note your remarks on the pre-euthanasia slip and give to the Manager on duty.
4. Once you are certain that the Bite Case animal identified on the pre-euthanasia slip/or the kennel card matches the dog in the kennel, bring the animal to the euthanasia room.
5. If the animal is too aggressive to handle safely, the animal is to be sedated in the kennel. Sedation of Bite Cases **MUST** be pre-approved by the COO, Field Services Manager or CEO.
6. If the animal does not require sedation, and the description on the paperwork and the actual animal are a match, bring the dog to the euthanasia room with the paperwork.
7. At this time the COO, Field Services Manager, CEO or Kennel Manager must be present in the euthanasia room. **Do not proceed with the euthanasia if one of these managers is not in the room.**
8. Before an animal can be euthanized, the description on the paperwork must match the description of the animal, tag #'s (if applicable) must match, and all notes on the pre-euthanasia slip (animal view report) must be read.
9. If all of the above matches, ensure that the 10 day Bite-hold is up by adding 10 days to the actual intake date. A bite animal cannot be euthanized prior to being held for 10 days from the time of the bite incident.
10. Euthanize the animal as you would any other animal and record the information onto the euthanasia log and within Pet Point as you would any other animal.



### EUTHANASIA AND DECAPITATION OF RABIES SPECIMENS

Occasionally, an animal may die prior to the expiration of the mandatory 10-day hold. In other cases, the animal must be euthanized prior to the expiration of the 10-day hold due to illness or severe aggression, or special species (e.g., wild mammal or bat). The following is a step-by-step procedure for handling the euthanasia and decapitation of rabies specimens prior to the 10-day hold:

1. The following managers are the only individuals who are permitted to authorize the euthanasia and decapitation of a Bite Case Animal/Rabies Specimen prior to the expiration of the 10-day mandatory hold: COO (Doug Rae), Field Services Manager (Tara Scherneck), Clinic Services Manager (Margie Walker), or CEO (Tara Derby). Prior to euthanizing and decapitating rabies specimens, these managers must call the Division of Disease Control at (215) 685-6401 or (215) 685-6740. Leaving messages is not acceptable. Contact with a live person must be made and a conversation must be held.
2. Once approval for euthanasia of the rabies specimen is received from Disease Control, follow the steps outlined above for euthanasia of Bite Cases/Rabies Specimens.
3. The animal must be decapitated immediately following euthanasia or death. In the event there is no one in the shelter who can decapitate, the animal **MUST** be placed in the refrigerator. **NEVER freeze a possible rabies specimen.**
4. Following decapitation, the specimen (head) must be placed in a proper specimen bag with a copy of the bite case/animal exposure report and a copy of the kennel card or yellow slip inside of the bag. The bag, along with the paperwork, must be placed in the refrigerator located inside of the clinic supply closet in the barn area of the shelter.
5. After a Manager has confirmed a specimen drop-off time with Disease Control, the specimen and the paperwork must be transported by Drivers to the Department of Disease Control for testing.



**By signing this page [Page six of the enclosed Bite Case protocol] I confirm that I received, and have reviewed the PACCA/PAWS Bite Case/Rabies Exposure Protocol, dated July 16, 2008.**

**The procedures outlined within this protocol must be adhered to by all staff. Failure to follow these procedures will result in disciplinary action, up to and including termination.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name Printed

**ATTACHMENT II**

### PACCA BITE CASE

Species	Kennel #	Animal #	Date Of Bite	Intake Date	Review Date	Disposition/Date
Dog	F-15	5959135	9/1/08	9/1/08 9:14a	9/11/08 9:14a	RTO 9/13/08. NRO DR
Dog	F-12	6044409	9/2/2008	9/15/08 5:15p		per DDC no bite euth 9/19
Cat	Receiving	5969782	9/2/2008	9/2/08 4:15p	9/12/08 4:15p	DIK 9/9/08. DDC contacted
Dog	F-13	5979554	9/2/2008	9/3/08 4:30p	9/13/08 4:30p	PTD 9/13/08 4:00p. DR...NRO
Dog	F-16	5981335	9/5/2008	9/5/08 9:05p	9/16/08 8:00a	PTD 9/16/08 0:00p DR...NRO
Cat	Receiving	5987161	9/5/2008	9/7/08 8:22a	9/16/08 8:00a	PTD 9/19/08 DR. . .NRO
Cat	Receiving	6011974	9/7/2008	9/7/08 5:04p	9/18/08 8:00a	PTD 9/19/08 DR. . .NRO
Cat	Receiving	5598438	9/9/2008	9/9/08 12:00p	9/19/08 12:00p	Euth & Decap 9/20 head sent to lionville TS
Dog	F-14	6000017	9/9/2008	9/9/08 3:48p	9/19/08 3:48p	PTD 9/23/08 TD. . .NRO
Dog	F-17	6002152	9/9/2008	9/9/08 8:33p	9/20/08 8:00a	RTO 9/12 9:57p...Approved DR
Dog	F-12	6012650	9/11/2008	9/11/08 9:05a	9/21/08 9:05a	RTO 9/11/08. Approved DR
Dog	F-19	2381063	9/10/2008	9/12/08 4:38p	9/21/08 8:00a	PTD 9/21/08 4:21p TS...NRO
Dog	puppy room	4638239	9/13/2008	9/14/08 6:50p	9/24/08 8:00a	poss rescue TD...NRO
Dog	F-20	6032284	9/15/2008	9/15/08 9:30a	9/25/08 9:30a	released to rescue 9/26 TD...NRO
Cat	Receiving	6036216	9/15/2008	9/15/08 4:13p	9/25/08 4:13p	per DDC euth, decap DR 9/18
Cat	Receiving	6045338	9/15/2008	9/17/08 10:28a	9/26/08 8:00a	PTD 9/26/08 1:48p TD...NRO
Cat	Receiving	6084399	9/16/2008	9/18/08 6:55p	9/27/08 8:00a	PTD 0/27/08 1:07p TD...NRO
Dog	F-16	6065177	9/19/2008	9/19/2008	9/30/08 8:00a	RTO 9/20/08 Approved DR
Cat	Receiving	5965608	9/11/2008	9/3/2008	9/22/2008 8:00a	NRO, moved to Isolation...MW
Dog	F-12	6070470	9/20/2008	9/20/08 4:53p	9/30/08 4:53p	PTD 10/1/08 6:07p TS...NRO
Cat	Receiving	6072772	9/24/08 2:15p	9/21/2008	10/4/08 2:15p	Employee Bite
Cat	Receiving	6039894	9/21/2008	9/21/08 6:49p	10/2/08 8:00a	NRO, moved to Isolation...MW
Cat	Receiving	5793599	9/24/2008	9/24/08 5:11p	10/4/08 5:12p	
Dog	F-18	6104030	9/24/2008	9/24/08 6:17p	10/5/08 8:00a	
Cat	Receiving	6103480	9/15/2008	9/26/08 11:22a	9/26/08 11:22a	PTD 9/26/08 2:50p TD...NRO
Dog	F-20	4741379	9/25/2008	9/26/08 2:15p	10/5/08 2:15p	
Dog	F-15	6120234	9/27/2008	9/29/08 12:44p	10/8/08 8:00a	
Dog	puppy room	6103304	9/25/2008	9/26/08 10:59a	10/6/08 8:00a	
Cat	Receiving	6112309	9/27/2008	9/27/08 2:31p	10/7/08 2:31p	Scratch Case
Cat	Receiving	6126708	9/30/2008	9/30/08 12:45p	10/10/08 1:00p	
Cat	Receiving	6039921	9/23/2008	9/30/08 4:34p	10/4/2008 8:00	
Cat	Receiving	6059755	9/30/2008	9/30/2008	9/19/08 10:35a	10/10/08 5:00p
Dog	F-14	6132365	9/28/2008	9/30/08 6:40p	10/9/08 8:00a	

Animal # = Animal Number in Pet Point  
Disposition = Disposition of animal (PTD =put to death)/ Adoption/Transfer =outside placement rescue/Other)  
Disposition may not be FINAL if animal is placed into Foster and/or until animal is adopted  
NRO = No Rabies Observed

## PACCA BITE CASE

DIK = Died in Kennel

DR=Doug Rae, TS=Tara Scherneck, MW=Margie Walker (Clinic Mgr), JP-Johnny Pastor (Kennel Mgr), TD=Tara Derby

**ATTACHMENT III**

Preparation Fee \$ \_\_\_\_\_

Received by: \_\_\_\_\_

**AMENDMENT**  
No. 0620155-05



**THE CITY OF PHILADELPHIA**

With

Philadelphia Animal Care and Control Association

For

**DEPARTMENT OF PUBLIC HEALTH**

**Law Department  
City of Philadelphia**

**Finance and Contract Division  
17<sup>th</sup> Floor, One Parkway  
1515 Arch Street  
Philadelphia, PA 19102-1595  
(215) 683-5050**



## FIGURE 1. BITE CASES

Owned animals and stray animals that are documented as bite cases (animal to human bite) will be held in the custody of the Provider for a 10-day period in accordance with applicable laws. An animal may be released prior to the 10-day hold for euthanasia, decapitation and rabies testing in cases of aggression, illness and/or other factors that may prohibit proper housing and accommodation for bite case specimens. Any animal released prior to the 10-day hold for euthanasia, decapitation and rabies testing must be approved by a representative of the Division of Disease Control. Bite case owned animals may be released to owners for at-home quarantine, prior to the expiration of the 10-day hold if the following conditions are met:

- A. Owner provides valid photo identification with current address
- B. Owner provides utility bill matching current address on photo identification
- C. Approved release upon case review by CEO, COO or Field Services Manager.

Provider shall maintain a daily tracking system of bite case animal species. The tracking system will record the following information:

- A. Species
- B. Location
- C. Animal Number
- D. Date of Bite
- E. Shelter Intake Date
- F. Shelter Review Date
- G. Type and Date of Disposition
- H. Supervisory Authorization for Disposition

The tracking system shall be open to review by a representative of the Health Department.

### BITE CASE/RABIES EXPOSURE EMPLOYEE PROTOCOL

#### ANIMAL INTAKE PROCESSING PROCEDURE

1. When a person is surrendering an animal, either stray or owned, the following question MUST be asked: "Has this animal bitten anyone in the past ten (10) days?"
2. If the answer to this question is "Yes," a Bite Case Report (Animal Exposure Case Report, Philadelphia Department of Public Health Division of Disease Control) MUST be completed immediately. Initial Bite Case Reports must be completed as follows:
  - a. Animals entering the building via public drop-off: **Clerical Staff and Dispatchers**
  - b. Animals picked up in the field: **Drivers and Officers**

**NOTE:** All Drivers and Officers MUST have blank Bite Case Report forms in their vehicles at all times. It must be noted in the computer or on all yellow slips that an animal is a bite case.

3. Bite Case Reports must be completed neatly and accurately. Do not simply ask for the owners contact information – request a valid form of identification from the customer (preferably a PA driver's license).

Make sure you take your time when documenting the information and that all information is spelled properly and written clearly. All questions MUST be answered on the bite form. In the event that you do not have an answer for a question asked on the form the word "unknown" needs to be written-do not leave the space blank. If a question does not apply to a victim, "N/A" should be written.

*Example: If the victim is a 3-year-old child, N/A should be written in the space for "Occupation." If you do not know if the victim went to the hospital, "unknown" should be written in the space for "If Hospitalized."*

4. All owners MUST be asked if they wish to have their animal back at the end of the 10-day hold period at the time of impound. Clerical, Dispatch, Officer and Drivers (any staff person impounding or intaking an animal) must ask this question and this information must be recorded in Pet Point under "Memo," or handwritten on yellow field slips as follows:
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  - b. "Owner wants animals back at end of hold period."
5. An animal number or a slip number MUST be written in the space for Animal ID on the Division of Disease Control's Exposure Form in the section under Animal Information. Drivers and front office staff must not submit a Bite Case Report without writing these numbers on the report first. This step is very important.
6. For public drop offs via the front lobby: All notes and holds are to be documented in Pet Point at the time of intake. Once the animal is entered in Pet Point, Clerical Staff and Dispatchers MUST stamp the kennel card with a red BITE stamp before sending the animal back to the receiving area.

**For animals received via animal control (Drivers and Officers):** All pertinent information must be recorded on a yellow slip. Drivers and Officers **MUST**:

- A. Write all notes relevant to the case/bite incident on the back of the yellow slip.
- B. Record that it is a bite case on the front of the yellow slip by writing the word "BITE" on the front of the slip.
- C. Stamp the yellow slip with the red BITE stamp located in the front office.
- D. Photo copy the slip and place a copy in the bin located outside on the door of the CEO's office.

7. **Data Entry and Faxing to Disease Control:** The person entering the yellow slip or entering the information in Pet Point **MUST** make a photocopy of the bite report. One copy of the report must be stapled to the animal's paperwork (and remain with the animal through the entire holding period) and the second copy must be immediately faxed and filed. The bite form is faxed to the **Division of Disease Control at 215-545-8362** (the fax number is listed on the bottom of the bite case form). After it is faxed, the report must be filed, by month, in the black filing cabinet located in the hallway by the Administrative Offices.

In the event an animal is returned back to the owner before the bite quarantine has expired, the following procedures **MUST** be followed:

- A. Get permission from the CEO, COO, Field Services Manager or Kennel Manager
- B. Obtain and photocopy two (2) forms of identification, one of which must be a photo ID with current address.
- C. Inform the owner that the animal **MUST** be quarantined in their home for the remainder of the ten (10) days. The bite case animal cannot have must be isolated from any other animals during this period.
- D. Give the owner's name, address, telephone number, copies of photo identification and the animal's A# to the manager granting permission for the animal to be released. The date of the RTO and the date the bite occurred must also be documented on this paper.

#### CLEANING PROCEDURES FOR BITE CASE ANIMALS

##### **DOGS**

All large Bite Case dogs must be housed in kennels F-11 through F-20 in the large kennels. Small dogs may be housed in the puppy room/small dog room located in the stray side of the large kennels. The following is a step by step procedure for cleaning bite case dogs in the large kennels:

1. Move the dogs from the front of F-row (F-1 thru F-10).
2. Clean the front of F-row with normal cleaning procedures.
3. Once the front of F-row is cleaned, move Bite Case dogs housed on the back of F-row (F-11 thru F-20) into the front of F-row via guillotine doors.
4. Clean the back of F-row with normal cleaning procedures.
5. Move Bite Case dogs now on the front of F-row into the clean cages on the back of F-row.
6. At **NO TIME** is the paperwork on a bite dogs kennel to be moved. The dog will remain in the same kennel throughout his or her entire holding period.
7. The only time you are to handle or move paperwork is when the animal is being brought to the euthanasia room.
8. All bite case kennels are to have the orange colored latch (lock) applied to their kennel at all times, to secure the animal at all times.

##### **CATS**

1. Cat cages are to be cleaned the same way as we currently clean other cat cages. The main difference is that Bite Case cats are not allowed to move from cage to cage (they must remain in the same cage and paperwork never moved) nor are they to be handled by employees.
2. All Bite Case cats are to have the orange colored latch (lock) applied to their kennel at all times, to secure the animal.

#### EUTHANASIA OF BITE CASE ANIMALS

1. The only authorized people who can complete a Bite Case pre-euthanasia are the COO (Doug Rae), Field Services Manager (Tara Schemecke) or CEO (Tara Derby).
2. Prior to removing an animal from its kennel, review the paperwork and match the animal's description such as breed, gender and color by looking at the animal through the kennel door (from the outside looking in). **At this point, if something does not match immediately STOP:** Leave the animal in its cage and find a manager (COO, Field Services Manager or CEO).
3. If you are unable to locate the COO, Field Services Manager or CEO, **DO NOT** proceed any further. Note your remarks on the pre-euthanasia slip and give to the Manager on duty.
4. Once you are certain that the Bite Case animal identified on the pre-euthanasia slip/or the kennel card matches the dog in the kennel, bring the animal to the euthanasia room.
5. If the animal is too aggressive to handle safely, the animal is to be sedated in the kennel. Sedation of Bite Cases **MUST** be pre-approved by the COO, Field Services Manager or CEO.
6. If the animal does not require sedation, and the description on the paperwork and the actual animal are a match, bring the dog to the euthanasia room with the paperwork.

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7. At this time the COO, Field Services Manager, CEO or Kennel Manager must be present in the euthanasia room. **Do not proceed with the euthanasia if one of these managers is not in the room.**
8. Before an animal can be euthanized, the description on the paperwork must match the description of the animal, tag #'s (if applicable) must match, and all notes on the pre-euthanasia slip (animal view report) must be read.
9. If all of the above matches, ensure that the 10 day Bite-hold is up by adding 10 days to the actual intake date. A bite animal cannot be euthanized prior to being held for 10 days from the time of the bite incident.
10. Euthanize the animal as you would any other animal and record the information onto the euthanasia log and within Pet Point as you would any other animal.

#### EUTHANASIA AND DECAPITATION OF RABIES SPECIMENS

Occasionally, an animal may die prior to the expiration of the mandatory 10-day hold. In other cases, the animal must be euthanized prior to the expiration of the 10-day hold due to illness or severe aggression, or special species (e.g., wild mammal or bat). The following is a step-by-step procedure for handling the euthanasia and decapitation of rabies specimens prior to the 10-day hold:

1. The following managers are the only individuals who are permitted to authorize the euthanasia and decapitation of a Bite Case Animal/Rabies Specimen prior to the expiration of the 10-day mandatory hold: COO (Doug Rae), Field Services Manager (Tara Schmecke), or CEO (Tara Derby). Prior to euthanizing and decapitating rabies specimens, these managers must call the Division of Disease Control at (215) 685-6401 or (215) 685-6740. Leaving messages is not acceptable. Contact with a live person must be made and a conversation must be held.
2. Once approval for euthanasia of the rabies specimen is received from Disease Control, follow the steps outlined above for euthanasia of Bite Cases/Rabies Specimens.
3. The animal must be decapitated immediately following euthanasia or death. In the event there is no one in the shelter who can decapitate, the animal **MUST** be placed in the refrigerator. **NEVER freeze a possible rabies specimen.**
4. Following decapitation, the specimen (head) must be placed in a proper specimen bag with a copy of the bite case/animal exposure report and a copy of the kennel card or yellow slip inside of the bag. The bag, along with the paperwork, must be placed in the refrigerator located inside of the clinic supply closet in the barn area of the shelter.
5. After a manager has confirmed a specimen drop-off time with Disease Control, the specimen and the paperwork must be transported by Drivers to the Department of Disease Control for testing.

**ATTACHMENT IV**

Revised December 6, 2006



**MEMORANDUM**

**DATE:** December 6, 2006  
**TO:** All PACCA Employees  
**FROM:** Tara Derby, Chief Executive Officer  
**SUBJECT:** PUNCTUALITY AND ATTENDANCE POLICY

In an effort to provide quality services to the citizens of Philadelphia and the animals under our care, it is imperative that all PACCA employees adhere to the PACCA punctuality and attendance policy.

While many PACCA employees have exemplary attendance records, it is important to remind all employees that punctuality and attendance are key components of good work performance. In order for PACCA to ensure quality services which it is contracted to provide to the citizens of the City, employees must follow the punctuality and attendance policy. Employees who are unable to comply with PACCA's punctuality and attendance are subject to progressive disciplinary action.

Under PACCA's official punctuality and attendance policy, dated May 13, 2005 and last revised on December 5, 2006:

Absenteeism is defined as five (5) or more unscheduled absences in any twelve (12) consecutive months. Unscheduled absence is defined as absence from work that does not have at least three (3) days prior approval from an employee's supervisor. Tardiness is defined as three (3) or more unscheduled tardiness in any twelve (12) consecutive months. Unscheduled tardiness is defined as arriving after the start or leaving before the end of regularly scheduled work hours without prior approval from an employee's supervisor.

If an employee is going to be late or absent, notification must be provided to the employee's supervisor at least two hours prior to the start of her/his shift. Unless granted permission, employees are required to notify their supervisor on every day of an unscheduled absence. Employees may be asked to provide a doctor's statement upon return indicating an ability to return to work duties. A medical certificate is required for all absences for two (2) consecutive work days or more. Medical certificates do not preclude employees from being chronically absent. In other words, medical certificates do not change or override the status of an unscheduled absence or lateness.

If an employee is absent on a day which he/she is assigned to work, or leaves before the end of regularly scheduled work hours without notice to and approval by her/his supervisor, the employee may be considered to have voluntarily terminated employment without notice and thus automatically terminated and removed from PACCA's payroll.

Sick leave is a benefit that PACCA provides to protect employees from loss of wages due to bona fide illness or injury. Proper use of sick leave protects employees from income loss while assuring continued compliance with our contract to perform animal care and control services for the City of Philadelphia.

#### **Chronic Absenteeism List**

An employee, who in any twelve (12) consecutive month period has five (5) or more unscheduled absences shall be notified of their Chronic Absenteeism and placed on a Chronic Absenteeism List. Disciplinary action will be taken for employees who are placed on the Chronic Absenteeism List as follows:

1. **Written Notice:** Employees shall be notified after reaching five (5) unscheduled occurrences within a twelve (12) month period that they are being placed on the Chronic Absenteeism List.
2. **Written Reprimand:** Upon the next subsequent unscheduled absence within a twelve (12) month period, an employee on the Chronic Absenteeism List will receive a written reprimand.
3. **Suspension:** Upon the next subsequent absence within a twelve (12) month period, an employee on the Chronic Absenteeism List, who has already received a written reprimand, will be suspended for a period of five (5) working days.
4. **Suspension:** Upon the next subsequent absence within a twelve (12) month period, an employee on the Chronic Absenteeism List, who has already been suspended, will be suspended again for a period of fifteen (15) working days.
5. **Termination:** Upon the next subsequent absence within a (12) month period, an employee on the Chronic Absenteeism List, who has already been suspended for a fifteen (15) day period, will be terminated from employment.

#### **Excessive Tardiness List**

An employee, who in any twelve (12) consecutive month period has three (3) or more occurrences of tardiness shall be notified of their Excessive Tardiness and placed on an Excessive Tardiness List. Disciplinary action will be taken for employees who are placed on the Excessive Tardiness List as follows:

1. **Written Notice:** Employees shall be notified after reaching three (3) unscheduled occurrences within a twelve (12) month period that they are being placed on the Excessive Tardiness List.
2. **Written Reprimand:** Upon the next subsequent lateness within a twelve (12) month period, an employee on the Excessive Tardiness List will receive a written reprimand.

3. **Suspension:** Upon the next subsequent lateness within a twelve (12) month period, an employee on the Excessive Tardiness List, who has already received a written reprimand, will be suspended for a period of five (5) working days.
4. **Suspension:** Upon the next subsequent lateness within at twelve (12) month period, and employee on the Excessive Tardiness List, who has already been suspended, will be suspended again for a fifteen (15) day period.
5. **Termination:** Upon the next subsequent lateness within a (12) month period, an employee on the Excessive Lateness List, who has already been suspended, will be terminated from employment.

Employees, who as of the date of memorandum have already received written warnings/notification of their Chronic Absenteeism or Excessive Tardiness will be placed on the appropriate lists and will be subject to progressive disciplinary action, as outlined above.

**DEPARTMENT OF PUBLIC HEALTH**  
**RESPONSE TO REPORT**





# CITY OF PHILADELPHIA

**DEPARTMENT OF PUBLIC HEALTH**  
**Municipal Services Building**  
1401 JFK Boulevard, Room 600  
Philadelphia, Pennsylvania 19102  
Tel: (215) 686-9009

**DONALD F. SCHWARZ, MD, MPH**  
Deputy Mayor, Health & Opportunity  
Health Commissioner

October 15, 2008

Alan Butkovitz  
City Controller  
Office of the Controller  
1230 Municipal Services Building  
1401 John F. Kennedy Boulevard  
Philadelphia, PA 19102

Re: Response to City Controller's Review of the Philadelphia Animal Care and Control Association (PACCA) Contract Performance

Dear Mr. Butkovitz:

This is in response to your letter of October 8, 2008, requesting comments from the Department of Public Health (Department) on the above referenced Controller's Report.

## **V. CONTRACT COMPLIANCE FINDINGS - Non-Compliance**

**Requirement R.** – Provider must provide the Department with “Read-Only” access to its integrated animal control/shelter software package.

**Finding** - Health Department officials responsible for contract oversight did not have the required read-only access to these systems.

**Recommendation** - The required read-only access should be enabled.

**Response** – The Department concurs with this finding and recommendation. The Department has requested access to the shelter software to verify service activities dating back to July 2006. PACCA has indicated to the Department it was working with the soft-ware contractor to modify its soft-ware for “read-only” capability. Despite on-going promises there has been no progress or timeline when the Department will have the ability to electronically review PACCA's contractual activities.

**Requirement V.** – Provider must have a licensed wildlife trapper on staff in accordance with the regulations of the Pennsylvania Game Commission.

**Finding** – PACCA had no licensed wildlife trapper on staff. During the time of the audit, the Field Services Coordinator was planning to take a test to become licensed.

**Recommendation** - PACCA should take appropriate measures to comply with this requirement.

**Response** – The Department concurs with this finding and recommendation. The Department required the provider to have a licensed wildlife trapper on staff dating back to July 2007, at the initiation of the fiscal year 2008 contract. After repeated delays in complying with this requirement, the Department requested a meeting with PACCA and the PA Game Commission Officer to implement a contingency plan until a licensed trapper is on staff at PACCA.

We note that during the October 2, 2008, Exit Conference at the City Controller's Office, PACCA informed the attendees that they have had a licensed Wildlife Trapper on staff since August 8, 2008. They have provided no formal notification to the Department or evidence of the license.

**Requirement Y.** – Provider must demonstrate the satisfactory operation of an independent phone system to meet the standards of the Department. This system should be able to handle and log calls with computerized recordkeeping.

**Finding** – PACCA did not have the software necessary to log and monitor call activity in place until January 2008, approximately six months in to the current contract. Although the new phone system provides computerized recordkeeping of all incoming and outgoing calls, at the time of fieldwork PACCA was not utilizing these capabilities of the system.

**Recommendation** - Department and PACCA should become familiar with the capabilities of the current system's data and reporting functions. PACCA should also monitor call activity and evaluate responsiveness and customer service against contract and internal protocols.

**Response** –PACCA continues not to have a system to log and monitor complaints. In 2006, PACCA assumed responsibility in for handling phone calls in-house. Since that time, the Department has been receiving numerous complaints from the public of problems with placing calls, long telephone hold times, dropped calls or simply unanswered calls. Department staff has confirmed this information through its own calling. In response, the Department required PACCA to implement a system that would allow monitoring of the call system to ensure effectiveness and efficiency.

Although the call monitoring system was implemented on February 12, 2008, PACCA has not complied with the Department's request to monitor call activity.

In an August 22, 2008, email to the Department, PACCA indicated that a software system was installed on the Customer Service Manager's computer that will allow them to monitor call activity and that the new phone policies will be implemented September 1, 2008.

To date the Department has not received a report but will be reviewing call activity reports during the monthly performance measures meetings with PACCA.

### Partial Compliance

**Requirement A.** – Provider shall hire and train personnel, including Animal Control Officers.

**Finding** – PACCA's Animal Control Officers do not meet the minimum formal education qualifications set forth in PACCA's current job description. These officers were employed prior to adoption of this job description and PACCA asserts that experience offsets any shortfalls in their formal education qualifications.

Additionally, personnel files do not contain any evidence of ongoing formal training, which would be expected to be a requirement given the nature of this work (i.e., similar to law enforcement). The audit also observed that the position of Chief Animal Control Officer was vacant from November 2007 to approximately June 2008, when a qualified candidate was hired to fill the position.

**Recommendation** - In the future, PACCA should ensure that it hires individuals that meet its desired qualifications. It should also develop training programs for its personnel to ensure familiarity with ordinances, protocols for handling of complaints and proactive enforcement measures. Similar training would be useful for field service technicians, including training in proper use of specialized equipment (e.g. ladders).

**Response** – The Department concurs with this finding and recommendation. The Department routinely communicated to the PACCA administration the critical need to fill the vacant Chief Animal Control Officer position. At each inquiry, PACCA assured the Department that they were actively recruiting to fill this position. To date, however, that position remains unfilled.

In addition, the Department agrees with the need for formal training and documentation in personnel files. At the Department's urging, PACCA recently held ladder training for field staff that was administered by the Philadelphia Fire Department. In addition, the Department has provided at least four training sessions to PACCA staff in handling of animal bite cases and samples.

**Requirement E.** – Provider shall seize, detain, care for, maintain, quarantine and dispose, if necessary, any animal having rabies, or which are suspected of having rabies,

or which have bitten a person...for a period of not less than ten days as required by applicable law.

**Finding** – PACCA records were not maintained in a manner that allowed the auditors to confirm compliance with this contract requirement. PACCA's Chief Operating Officer (COO) acknowledged that in the past there have been mistakes in handling bite cases and some animals have been put to death before reaching the ten-day holding period. The COO also stated that procedures have been modified to include flagging of the animal kennel/cage by the supervisor/manager authorizing the euthanization and only animals with correct and complete paperwork are to be put-to-death.

**Recommendation** – PACCA should monitor its revised procedures to ensure that past problems in handling bite cases and premature euthanization of animals under its custody do not re-occur. PACCA should also implement recordkeeping procedures that facilitate confirmation of contract compliance.

**Response** – The Department concurs with this finding and recommendation. The Department has informed PACCA of the serious implications of their mismanagement of bite cases, and the need to eliminate mistakes in handling them. Despite PACCA's acknowledgement of the problems and assurances several instances of mishandling these case have occurred since the Controller's audit. The Department mandated overhaul of the current protocols involving handling of bite cases that include direct and daily oversight of all cases by Department representatives.

**Requirement K.** – Provider shall maintain its premises and equipment in good operating condition and in compliance with applicable law, including sanitary animal holding kennels to house all animals retrieved by the animal control crews and all unwanted animals brought in by citizens of the City.

**Finding** – PACCA operates within physical premises that were provided by the City of Philadelphia in 2002. While the auditors stated that they are not qualified to make other than general statements about the operating condition of PACCA's facility, Department officials advised that Pennsylvania Dog Wardens inspected PACCA's facility and although there were no violations related to health issues, PACCA was cited for cleaning, minor repairs and paint.

**Recommendation** – PACCA should continually monitor its sanitary practices and address problems relating to the building with the Department.

**Response** – Following the Dog Warden visit in October 2007 the Department immediately repaired a damaged barrier fence that was identified in the report. In addition, PACCA established cleaning protocols, at the request of the Department, to ensure regular maintenance and cleaning of the facility.

**Requirement O.** – Provider shall monitor and enforce the provisions of laws/ordinances governing animal drawn carriages.

**Finding** – PACCA did not have a formal program/schedule in place for routine monitoring and enforcement of provisions of laws/ordinances governing animal drawn carriages. The auditor observed that PACCA files relating to animal drawn carriages were a collection of miscellaneous documents that did not evidence monitoring of carriage horse operations during the contract period ended June 30, 2008. Other documents in PACCA files (consisting primarily of entries in officer logs) evidence sporadic monitoring of carriage operations that provided no information about conditions, carriage operators observed or the inspection of stables.

In response to this finding, the Controller's Office conducted visual inspections of three City carriage-horse stables to observe the horses and the physical conditions of the stables, licenses, documentation for veterinary care and monitoring of street operations for compliance with applicable regulations.

**Recommendation** – PACCA should prepare, execute and document a program of oversight that addresses all aspects of horse drawn carriage operations, including the inspection of stables, licenses, documentation for veterinary care and monitoring of street operations for compliance with applicable regulations.

**Response** – The Department's Vector Control staff has historically been conducting carriage-horse stable inspections with accompaniment of PACCA staff.

The Department will work with PACCA to ensure that all inspection files are also maintained as part of their database and that follow-up inspection are conducted in a timely manner to ensure compliance.

**Requirement P.** – Provider shall respond to animal related complaints received from the City and/or the Department within forty-eight (48) hours by conducting physical site visits and, respond to those complaints forwarded by the citizens of Philadelphia within five (5) calendar days by conducting physical site visits. A log shall be maintained for inspection by the Department of all animal related complaints received by the provider.

**Finding** – PACCA maintains a log in the form of an electronic database of all animal related complaints it receives. However, the information captured and the format of the database made it impractical to determine whether complaints were being handled within the timeframes required under the contract.

**Recommendation** - PACCA should modify its database of complaints to permit managers, Department or others to readily determine response times to complaints.

**Response** – The Department concurs with this finding and recommendation. When the Department receives an animal-related complaint it is forwarded to PACCA and monitored for a timely and satisfactory response. The Department agrees that PACCA must ensure that their database is maintained in a manner that allows Department review and confirmation of compliance.

**Requirement Q.** – Provider shall furnish necessary trained and licensed staff, equipment, supplies and animal transport vehicle(s) that would enable Provider to respond within a maximum of two (2) hours except as permitted in writing by the Department, when the response time allowed would be three (3) hours to any animal related emergency, so declared by the Department's designated representative.

**Other contract requirements, including paragraphs F, G, I and L,** provide for PACCA's response to requests for services such as capturing strays at the request of the Department, retrieving dead and unwanted animals at the request of citizens and removing animals from the premises of deceased, evicted, hospitalized or incarcerated persons.

**Finding** – The auditor's testing of dispatch records for animal control crews indicated that emergency calls are given the highest priority. PACCA has established protocols for responding to requests for the services described above, however, its electronic call and dispatch records do not categorize calls according to these protocols in a way that permits an assessment of whether PACCA was in full compliance with this requirement or its protocols. Analyses of entries for 2,679 calls shows 85% were handled within one day.

**Recommendations** – PACCA should revise and standardize its coding of calls to conform with its protocol. This would allow the Department to assess whether PACCA is in full compliance with this contract requirement.

**Response** - The Department concurs with this finding and recommendation.

**Requirement U.** – Provider shall enforce and sell, on behalf of the City and/or the Department, the use of animal related licenses pursuant to the instructions of the Department.

**Finding** – The current program for the enforcement of compliance with animal laws/regulations appeared to have little structure, and was largely reactive. Animal Control Officers enforce the license laws in conjunction with their investigation of complaints or if violations are observed (i.e., if they encounter unlicensed animals). There is no proactive program of enforcement in place.

**Recommendation** – Steps should be taken to create a proactive environment for enforcement of applicable laws, including laws relating to dog licenses. PACCA should develop a program of compliance.

**Response** – The Department recognizes that increased sales and enforcement of animal licenses, along with increased spaying, neutering, and public education are the key to reducing unwanted animals and raising necessary revenue for animal control services. The Department is currently contracting with the national American Society for the Prevention of Cruelty to Animals (ASPCA) to create a comprehensive plan to address these issues.

**Requirement X.** – Provider shall provide a monthly report to the Health Department's PACCA Contract Manager on the key performance measures and service level indicators (such as, but not limited to animal control activities, monthly intake, and dispositions) as determined to be acceptable by the Department and within the scope of services of the contract.

**Finding** – PACCA provided the Department with a monthly report, however, the report was not always accurate. For example, the "Put-to-Death" (PTD) numbers provided to the Health Department on monthly activity reports for 2007 were incorrect. This situation occurred because data was not entered timely, and review procedures were inadequate to detect the omissions.

The auditor's observations also indicated that the process to prepare the report is labor intensive because it involves collecting and manually summarizing data from two separate databases (Filemaker and PetPoint). Moreover, reporting functions of both database systems are limited. System generated reports supporting key performance measures and service level indicators shown in the reports were not retained in hard copy.

**Recommendation** - PACCA should prepare and retain from its two database systems that will substantiate the accuracy of the monthly report submitted to the Health Department. Moreover, to ensure the accuracy of data entered in to its two database systems there should be some efforts to reconcile reported activity with other available records before the reports are issued (e.g. comparison of put-to-death figures to the log for euthanization).

**Response** – The Department concurs with this finding and recommendation. As evidenced by a recent Department review of records, PACCA's final performance measurement report for FY08 had inaccuracies. The Department will continue to substantiate the basis of monthly data provided to the Department. The implementation of read-only file access will improve quality assurance monitoring.

## V. OTHER FINDINGS

### Observations On Contract Requirements vs. Findings

**Finding** - The City's contract with PACCA prescribes the minimum requirements for animal control activities, which could be defined in simplest terms as



collecting and eliminating the City's unwanted and dangerous animals. A strict interpretation of animal control would differentiate PACCA or any other provider of animal control services from other "rescue" groups.

**Recommendation** – Unless the City and the Department intend for animal control to be limited to the acceptance and disposal of dangerous and unwanted animals, consideration should be given to modify the contract to afford the minimum standards of care and deliverables that will support the welfare of animals, including veterinarians and other needed staff, as well as adequate diagnostic and other animal care equipment.

**Response** – The City encourages and supports PACCA in the most humane care of the animals it receives. The contract states that the method of final disposition of animals is preferably by adoption.

The current contract requires veterinary staffing oversight and establishment of veterinary/clinical services protocols to ensure animals are receiving adequate care.

**Finding** – PACCA has been criticized for failing to address chronic problems with conditions such as kennel cough that affect the animals under its care. As noted previously, PACCA operates within physical premises that were provided by the City of Philadelphia. A 2004 inspection of PACCA's premises by Dr. Lesley King and Dr. David Holt disclosed that PACCA's physical plant, and sanitary practices for handling animals were inadequate. For instance, the physical plant, in terms of space and equipment did not permit batching of animals based on intake, or the ability to physically separate animals diagnosed with infectious diseases. While PACCA asserts it has addressed the animal handling and sanitation practices, the auditor can discern no material difference between the physical plant at the time of their observations and that existed at the time of the 2004 inspection by King and Holt.

**Recommendation** – The Department should consider improvements to the physical plant that would allow PACCA to physically separate animals diagnosed with infectious diseases.

**Response** – The Department concurs with this finding and recommendation

#### Observations About PACCA's Operating Policies and Procedures

**Finding** – Policies and procedures, or protocols, existed primarily in the form of memoranda. A policy and procedures manual had been prepared in draft, but was not finalized or distributed. PACCA's COO stated that its workload had stymied efforts to standardize and document procedures.

**Recommendation** – PACCA should compile its current protocols, which exist in the form of memoranda in to a policy and procedures manual.



**Response** – The Department has requested more formal policies and protocols beginning with clinical services. Most recently, PACCA submitted to the Department a draft of clinical services protocols. Other operations protocols are to follow.

### Observations About PACCA's Cash Receipts Procedures

**Finding** – PACCA has a standard fee schedule for services, however, fee collection and cash receipt procedures were weak and could not be tested thoroughly without reconstructing PACCA's records. In connection with a customer survey, audit staff from the Controller's Office gathered information about payments to PACCA for services. This information was compared to PACCA's intake forms signed by the animal owner and in 12 of 26 cases the forms either reflected no payment or smaller payment than the amount indicated in the survey.

**Recommendation** – PACCA should implement changes to its cash receipts procedures to ensure that all fees and donations are properly recorded.

**Response** – This is an internal practice where PACCA collects its own fees for services. While there is no contractual requirement for City oversight, the Department would be agreeable to work with PACCA to review their cash handling practices and assist, where needed, to establish procedures to ensure integrity and accountability.

### Observations About PACCA's Operating Effectiveness

**Finding** – Although the audit objectives focused on contract compliance, the auditor also observed evidence that suggests PACCA may or may not be functioning as effectively as possible. For example, their review of Monthly Activity Reports prepared by Animal Control Officers showed that officers perform a variety of other functions, including filling in as dispatchers, drivers or working on trucks. PACCA management has asserted that the union contract has historically prohibited officers from handling service calls alone, which may be a reason for situation of animal control officers. During on-site visits, it was also observed that absenteeism and related personnel issues are ongoing problems. All these conditions impact PACCA's ability to provide Animal Control crews and perform required services of its contract.

PACCA management has indicated that its current union contract provided for a six-month pilot program, which would permit drivers to handle certain types of calls without assistance from another driver/technician. The pilot program could have begun January, 1 2007, however this was still being negotiated at the time of the fieldwork.

**Recommendation** – PACCA should evaluate the impact of using Animal Control Officers to perform functions that fall outside the job duties for which the officers were hired. It should begin the pilot program described in the current union contract permitting drivers to handle calls alone, where appropriate. This should allow PACCA to increase the number of calls and/or reduce the response times and ensure continued contract compliance.

**Response** – The Department concurs with this finding and recommendation and is willing to work with PACCA to review their staffing responsibilities to establish better management, clearer and better work practices and efficiency of services deliveries.

## **VI. RESULTS OF ADDITIONAL TESTING AND INQUIRIES BY THE CONTROLLER'S OFFICE**

### **Observations About PACCA's Customer Satisfaction**

**Finding** – Staff from the Controller's Office selected a random sample of 425 incidents from PACCA's dispatch records. They successfully surveyed 154 individuals that had requested services of PACCA. Individuals who responded to the survey answered a series of standard questions concerning areas such as satisfaction, timeliness, and professionalism. Survey respondents were asked to respond by grading each area from 1 (very dissatisfied) to 10 (very satisfied). In the aggregate, 76.7% of respondents rated PACCA at six or above, while 15.66% gave it the lowest rating.

**Recommendation** – In the future, the Health Department should consider surveying individuals using the services of PACCA or other contracted provider to ensure the level of services being provided is meeting criteria as established by the Department.

**Response** – While the Department is pleased by the 76.7% satisfaction rating of PACCA's services and will work with PACCA to further improve this measure and address the 15.66% of the lowest rating,

### **Observations About PACCA's Monitoring of Horse-Drawn Carriage Operators**

In connection with contract clause O, regarding monitoring of horse-drawn carriage operators, the City Controller's Office staff conducted site observations on June 10, 2008 to determine whether owners of carriage horses in Philadelphia were adhering to Philadelphia Code Section 10-108 (2) (b) which prohibits the horses from being used on a public highway, path or street when the temperature is over 91 degrees Fahrenheit. On June 9<sup>th</sup> the temperature was 98 degrees.

**Finding** – The Controller's staff observed no horse-drawn carriage in use.

**Recommendation** – None at the present time.

On June 10, 2008, the Controller's staff also conducted visual inspections of three carriage horse stables in Philadelphia. Accompanying the Controller's staff was a veterinarian from West Chester, Pennsylvania and two building inspectors from the City's Department of Licenses and Inspections (L & I).

**Finding** – For all three carriage companies, the veterinarian was unable to view copies of horse health certificates, but there were no significant deficiencies observed. Each of the facilities had administrative code (A), fire code (F), and property maintenance code (PM) violations that included, for example, failures to obtain required permits, blocked or locked exit doors, no fire extinguishers, expired fire extinguishers, loose wiring, improper wiring and improper storing of propane tanks.

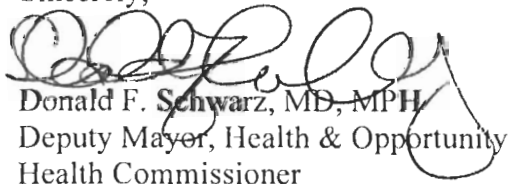
**Recommendation** – The Health Department should request that PACCA follow up on the Controller's Office inability to observe horse health certificates. Additionally, the Department should periodically request that inspectors from the City's Department of Licenses and Inspections accompany PACCA Animal Control Officers on inspections of the carriage horse stables.

**Response** - PACCA is contractually obligated to inspect the carriage horse stables and the Department will continue to assist in these inspections. The Health Department works to ensure that the Health Code requirements are met while PACCA will inspect for animal care issues. The Health Department will follow-up with the City's Department of Licenses and Inspections to include their building inspectors in future visits to these stables.

We were concerned to learn today from Mr. Albert Scaperotto that this report is being printed without the Department's responses being included despite our providing this information within the agreed on due date. With this letter I am requesting that these comments be included with the final report.

Thank you for the opportunity to review and respond to the report.

Sincerely,

  
Donald F. Schwarz, MD, MPH  
Deputy Mayor, Health & Opportunity  
Health Commissioner