

**Chester County SPCA
Animal Protective Services Division**

**ANIMAL PROTECTIVE SERVICES DIVISION
FULL SERVICE CONTRACT
3 YEAR AGREEMENT**

Base Line Contract Fee if paid by 01/01/2016:	\$1500.00
Base Line Contact Fee if paid after 1/1/2016:	\$1575.00
Base Line Contact Fee if paid after 1/15/2016:	\$1650.00

To be paid thereafter by January 1st of each successive year in the Term of this agreement.

Billing for animal acquisition and housing unclaimed stray animals from Charlestown Township will be calculated on a monthly basis at a rate of \$100.00 per animal and \$50.00 per *unclaimed* stray animal. Documentation will accompany billing.

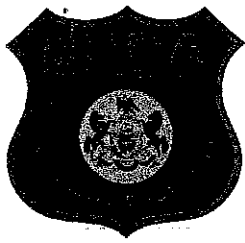
Authorized signature for Charlestown Twp

12/7/15
Date

Unless other specific arrangements are made, signed contract must be received by January 1, 2016 to initiate the Animal Protective Services Contract.

Please sign and return this page and signed contract to:

Chester County SPCA
Attn: Manager, Animal Protective Services
1212 Phoenixville Pike, West Chester, Pennsylvania 19380



Chester County SPCA Animal Protective Services Division

ANIMAL PROTECTIVE SERVICES DIVISION FULL SERVICE CONTRACT 3 YEAR AGREEMENT

Definition of Agreement: This agreement, made as of this 7 day of Dec 2015/2016, by and between the Chester County Society of the Prevention of Cruelty to Animals, 1212 Phoenixville Pike, West Chester, Pennsylvania, a Pennsylvania non-profit corporation (hereinafter "CCSPCA") and Charlestown Township (hereinafter "Local Governing Body").

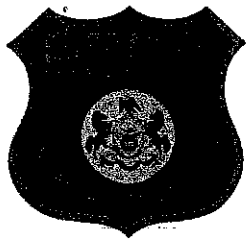
In consideration of the mutual covenants herein contained and intending to be legally bound, the parties hereto agree that:

Term of agreement: This agreement shall begin on January 1, 2016 at 12:01 A.M. and continue for a period of (3) calendar years until December 31, 2018 at 11:59 P.M.

Scope of responsibilities: This agreement is for dogs and cats collected by the CCSPCA and officers of the Animal Protective Services Division within the Local Governing Body. The CCSPCA will provide 24/7 coverage to the said Local Governing Body.

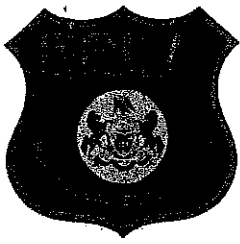
Services to Provide:

1. The CCSPCA will enforce within the boundaries of the aforesaid Local Governing Body the provisions of the PA Dog Law, Act of Dec. 7, 1982, P.L. 784, No. 225, Art. I, s. 101. et.-seq., 3 P.S. §459-101, et.-seq. (hereinafter "Dog Law") and the Rabies Prevention and Control in Domestic Animals and Wildlife Act, Dec. 15, 1986, P.L. 1610, No. 181 § 1 et. Seq., 3 P.S. § 455.1 et.-seq., and the enforcement and prosecution of Title 18 Pa. C.S. §5511, relating to Cruelty to Animals and such other authority which may impose certain duties with respect to any municipal animal control ordinances as delegated to the CCSPCA for enforcement. The CCSPCA will not enforce 3 P.S. § 459-504-A. related to "Control of dangerous dogs" and defers all enforcement of this statute to the local police or State Dog Warden.
2. CCSPCA agrees to accept and care for stray animals originating from within the Local Governing Body's municipal borders. Animals accepted will include those brought to the CCSPCA facility by CCSPCA Animal Protective Services Officers, the Local Governing Body's designated representative(s), police officer, dog wardens as well as private citizens.
3. The CCSPCA shall investigate all complaints of violation of the Dog Law received from the Local Governing Body, its police force or residents, seven (7) days per week, twenty-four (24) hours per day. The method of this investigation shall be at the discretion of the CCSPCA.



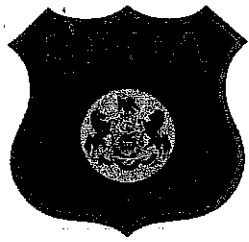
Chester County SPCA Animal Protective Services Division

4. The CCSPCA shall pick up and transport stray domestic animals to the CCSPCA shelter between the hours of 7:30am and 6:00pm seven (7) days a week. It is our standard policy that the animal(s) be confined or restrained in some manner prior to response to transport said animal(s).
5. The CCSPCA shall provide 24/7 emergency services to contracted municipalities with access to an officer to answer any questions that may arise or to assist with an unexpected emergency. An Officer will respond during non-business hours for animal emergencies and to pick up confined stray animals between 6:00pm – 7:30am. Emergency calls for service must be initiated by the Local Governing Body, its representative or police officers.
6. Under this agreement, it is understood that the CCSPCA will assign an APS Officer to respond and provide services to the Local Governing Body. It will be at the discretion of the CCSPCA how shifts and personnel will be assigned. It is also understood that an APS officer will be responsible for providing services to all other Local Governing Bodies similarly contracted during that shift. It is furthermore understood that while the CCSPCA will make every effort to respond expeditiously, there is no guarantee as to the time of such response.
7. Under this agreement, the CCSPCA and the officers of the Division of Animal Protective Services promise to diligently be pro-active in response to the enforcement of State and local laws. APS Officers will, with discretion, issue non-traffic citations and warrants for violations of aforementioned State and local laws, including dog laws, animal control ordinances, animal cruelty prosecution, etc. *It should be noted that the CCSPCA receives no revenue as a result of civil or criminal prosecution.*
8. ***To the extent permitted by law, all fines and penalties shall be the property of and transferred to the Local Governing Body.***
9. The CCSPCA shall be responsible to insure all of its employees for workers compensation coverage and all vehicle and equipment for liability. A certificate of insurance coverage shall be provided on request to the Local Governing Body within thirty (30) days of acceptance and execution of this agreement and payment in full, whichever first occurs.
10. The CCSPCA shall have no responsibility or obligation to remove dead animals, domestic or wild, from roadways or private property.
11. The CCSPCA is an independent contractor to the Local Governing Body and none of its agents, officers or employees shall be construed as, or represent themselves as employees of the Local Governing Body.



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13. The undersigned officer, agent, or employee of the Local Governing Body represents and warrants that they have the authority to contract and bind the Local Governing Body. The CCSPCA reserves the right to refuse service in part or full to any Local Governing Body in the event the Local Governing Body violates the terms of this agreement. This agreement is not effective until approved by the CCSPCA and a copy signed by both parties has been returned to the Local Governing Body.
14. The CCSPCA shall submit monthly billing invoices for services rendered, animal acquired and unclaimed stray animal boarding fees to the Local Governing Body. Documentation will accompany billing.
15. Beginning with the month of January 2016, and thereafter by January 1st of each successive year in the Term, The Local Governing Body shall pay the CCSPCA an APS baseline fee of \$1500.00 for each contract year. The CCSPCA shall have no obligation to provide any service until it has received the baseline payment in full. The Local Governing Body agrees to pay the CCSPCA an additional 3% per contract year for years 2017 and 2018. The 3% increase will be assessed to all fees which include the Annual APS Base Line fee, Animal Acquisition fee, Unclaimed Stray Boarding Fee, Activity Fee and Emergency fees.
16. The Local Governing Body shall pay the CCSPCA the sum of \$100.00 per animal received and processed through the CCSPCA by CCSPCA animal control officers, police officers, code enforcement officers, dog wardens and residents of the Local Governing Body for cost of care for each animal, including intake, veterinary examinations, medication, boosters, rabies vaccinations, behavioral assessment, food, bedding, sanitation, utilities, in addition to per diem cost of shelter staff. The Local Governing Body agrees to pay the CCSPCA an additional 3% per contract year for years 2017 and 2018.
17. Local Governing Body shall pay an activity fee to the CCSPCA in the sum of \$40.00 for addressing municipal resident animal control services other than the actual pick up of stray animals. The Local Governing Body agrees to pay the CCSPCA an additional 3% per contract year for years 2017 and 2018.
18. The Local Governing Body shall pay the CCSPCA the sum of \$50.00 per unclaimed stray animal originating from within the Local Governing Body's municipal borders including those brought to the CCSPCA facility by a CCSPCA animal control officer, police officer, dog warden or other representative(s) designated by the Local Governing Body, as well as private citizens. If the animal is reclaimed by its owner prior to the mandatory 48 hour stray holding period, the CCSPCA agrees to pass this expense onto the owner of the stray animal. The Local Governing Body agrees to pay the CCSPCA an additional 3% per contract year for years 2017 and 2018.



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19. The Local Governing Body shall pay the CCSPCA the sum of \$100.00 for all after-hours emergency services. The CCSPCA shall provide after-hours emergency services to the Local Governing Body. An Officer will respond during non-business hours for animal emergencies and to pick up confined only stray animals between 6:00pm – 7:30am. Emergency calls for service must be initiated by the Local Governing Body, its representative or police officers. This fee includes an emergency response fee of \$60.00 and an APS Activity Fee \$40.00. The Local Governing Body agrees to pay the CCSPCA an additional 3% per contract year for years 2017 and 2018.
20. The CCSPCA will respond to all requests from local police, state constables and sheriff's deputies, and shall take custody of any animal(s) left inside a residence upon eviction, special circumstances or other absence of its residents. Said animals will be treated/billed as Stray Domestic Animal(s).

FEE EXPLANATION

Base Fees:

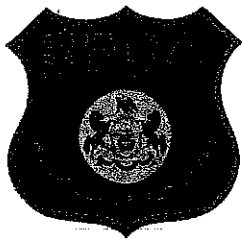
1. The annual APS base fee is \$1500.00 per Local Governing Body and is assessed to cover the cost of maintenance and care of shelter facilities, maintenance and care of APS vehicles, APS officer staffing, and equipment.

Animal Acquisition Fee:

1. The animal acquisition fee is \$100.00 for each animal received through the CCSPCA. This fee covers the cost of care for each animal, including response and pickup of stray animals, intake, veterinary examinations, medication, boosters, rabies vaccinations, behavioral assessment, food, bedding, sanitation, utilities, in addition to per diem cost of shelter staff.

APS Activity Fee:

1. The \$40.00 Activity fee will be assessed for each "Call for Service" received by the CCSPCA and officers of the Animal Protective Services Division, that is not directly related to the capture of stray animals. A "Call for Service", is defined as, *"an assignment(s) distributed to APS officers that require their presence to investigate, resolve, correct or assist in a particular situation"* such as; health and welfare checks, animal attacks/bite investigations, enforcement of State/local laws and ordinances, and animal cruelty complaints and investigations, addressing municipal resident animal control services other than the actual pick up of stray animals including, phone and field follow up, agency assist, patrol, court appearances, dispute resolution, etc. This list is nonexclusive and additional duties and responsibilities may be assigned.



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Unclaimed stray boarding fees:

1. A boarding fee of \$50.00 will be assessed for each *unclaimed* stray animal received from the contracted municipality. The fee applies to all unclaimed stray animals regardless of who brought them to the CCSPCA, whether it is a CCSPCA APS officer, Municipal Police Officer, dog warden or municipal resident, etc.

Emergency Response fees:

1. The CCSPCA will provide after-hours emergency services to the Local Governing Body. An Officer will respond during non-business hours for animal emergencies and to pick up confined only stray animals between 6:00pm – 7:30am. Emergency calls for service must be initiated by the Local Governing Body, its representative or police officers. The local governing body shall pay to the CCSPCA a fee of \$100.00. This fee includes an emergency response fee of \$60.00 and an APS Activity Fee of \$40.00.

Other conditions:

The CCSPCA will upon request, provide the Local Governing Body with a monthly report that details the number of animal(s) captured/received through this agreement.

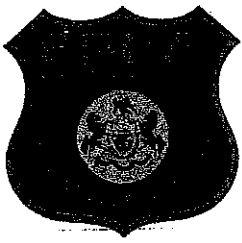
Additional service:

In an effort to proactively address the systemic problem of animal neglect and homelessness, the CCSPCA and the Local Governing Body will partner to educate the public about the value and advantages of spaying and neutering, as well as educational outreach programs that will seek to enhance relationships between pet owners and their pets and reduce the number of animals in distress. Educate the public on how to responsibly care for a pet, and how to develop a strong owner-animal bond through good training and behavior techniques. The CCSPCA will strive to raise public awareness of its services and goals, and will participate in community meetings and other public events.

Summary of costs:

The APS Base Fee (Paid Annually)	\$1500.00
Animal Acquisition Fee (Invoiced Monthly):	\$100.00
APS Activity Fee (Invoiced Monthly):	\$40.00
Unclaimed Stray Boarding (Invoiced Monthly):	\$50.00
Emergency Response Fee (Invoiced Monthly)	\$100.00

An Increase of 3% per contract year will be assessed for all fees, annual and monthly, for the 2017 and 2018 contract years.



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Termination of Service:

This agreement will automatically terminate at 11:59 PM on December 31, 2018. A full and final report will be submitted to the Local Governing Body within 2 weeks of termination.

Future Relationship:

In entering into this agreement, the CCSPCA and the Local Governing Body agree to discuss future partnership considerations. It will be incumbent on the CCSPCA to submit a discussion outline on this matter by no later than October 1, 2018.

ANIMAL PROTECTIVE SERVICES DIVISION

FULL SERVICE CONTRACT

3 YEAR AGREEMENT