

Chester County SPCA

PA
DEC 21 2010

Society for the Prevention of Cruelty to Animals BY: *lm*

1212 Phoenixville Pike, West Chester, PA 19380
Department of Animal Protective Services
e-mail: aps@ccspca.org

Fax (610) 692-7234
Fax (610) 692-7234

Ph. (610) 692-6113
Ph. (610) 692-6113 ext. 214

OPTION # 1 – FULL CONTRACT

2011 ANIMAL PROTECTIVE SERVICES AGREEMENT

This agreement, made as of this 3rd day of December, 2010/~~2011~~, 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 East Fallowfield Township (hereinafter "Local Governing Body").

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

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. section 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 any municipal animal control ordinances as delegated to CCSPCA enforcement.
2. 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. The method of this investigation shall be at the discretion of the CCSPCA.
3. The CCSPCA shall pick up and transport stray domestic animals to the CCSPCA shelter. It is our standard policy that the animal(s) be confined or restrained in some manner prior to making a trip to transport said animal(s).
4. Under this agreement, it is understood that one (1) APS Officer will be assigned to each shift and that the same 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 in a timely manner, there is no guarantee as to the time of such response.
5. This agreement shall begin on January 1, 2011 at 12:01 A.M. and continue for a period of one (1) calendar year until December 31, 2011 at 11:59 P.M.
6. The Local Governing Body shall pay the CCSPCA the sum of 4,690.00 in advance (prior to January 31, 2011) as a minimum for the aforesaid services. This sum is based upon an average number of responses to the Local Governing Body. The CCSPCA shall have no obligation to provide any service until it has received payment in full. Payment will constitute approval and acceptance of this agreement.
7. To the extent permitted by law, all fines and penalties shall be the property of and transferred to the Local Governing Body.

8. 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.
9. This agreement may be terminated after March 31st upon ninety (90) days prior written notice by either party hereto. In the event of termination by the CCSPCA, the Local Governing Body shall be entitled to a prorated reimbursement of the fee paid.
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.
12. 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.
13. 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 Local Governing Body shall pay the CCSPCA the sum of \$35 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, other representative(s) designated by the Local Governing Body, as well as private citizens.
15. The CCSPCA shall submit billing invoices for unclaimed stray animal boarding to the Local Governing Body on a quarterly basis. Documentation will accompany billing.

CHESTER COUNTY SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS,

Jill Buhata
Authorized signature for East Fallowfield Township

12/3/10
Date

Rebecca O'Connell
Authorized Signature for the Chester County SPCA

12/17/10
Date

Please sign and return this contract . A copy of the signed, initiated contract will be returned to you in the mail

Chester County SPCA

Society for the Prevention of Cruelty to Animals

1212 Phoenixville Pike, West Chester, PA 19380
Department of Animal Protective Services
e-mail: aps@ccspca.org

Fax (610) 692-7234
Fax (610) 692-7234

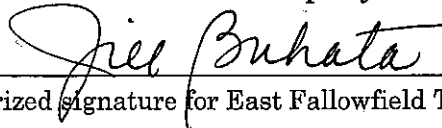
Ph. (610) 692-6113
Ph. (610) 692-6113 ext. 214

CHOOSE ONLY ONE OF THE BELOW CONTRACTS

Contract #1: 2011 Full Contract

2011 Animal Protective Services Contract Fee: 4,690.00
Administrative Fee: Included in Base Fee
Total Fee: \$4690.00

Billing for housing unclaimed stray animals from East Fallowfield Township will be calculated on a quarterly basis at a rate of \$35.00 per *unclaimed* stray animal. Documentation will accompany billing.

 12/3/10 (signature also
Authorized signature for East Fallowfield Township Date needed on page 4)

Unless other specific arrangements are made, signed contract must be received by January 1, 2011 to initiate Animal Protective Services Contract. Full payment must be received by January 31, 2011.

Contract #2: 2011 Limited Contract

2011 Stray Boarding Limited Contract:
Administrative Fee: \$500.00
Total Fee: \$500.00

The Boarding Only contract *does not include ANY* animal control services. Billing for housing unclaimed stray animals from East Fallowfield Township will be calculated on a quarterly basis at a rate of \$65.00 per unclaimed stray animal. Documentation will accompany billing.

Authorized signature for East Fallowfield Township Date (signature also
needed on page 6)

Unless other arrangements are made, signed contract must be received by January 1, 2011 to initiate Stray Boarding Limited Contract. Full payment must be received by January 31, 2011

Please sign and return this page and signed contract to:
Chester County SPCA, Attn.: Animal Protective Services
1212 Phoenixville Pike, West Chester, Pa. 19380

Please address questions to: Coordinator of Animal Protective Services, (610) 692-6113 ext. 214