



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

- Baseline Contract Fee (\$2,000) + Upfront Monthly APS Maintenance Fee (\$3,600) if paid **by January 1st** of each year. \$5,600.00
- Baseline Contract Fee (\$2,000) + Upfront Monthly APS Maintenance Fee (\$3,600) if paid **after January 1st** of each year. \$5,700.00
- Baseline Contract Fee (\$2,000) + Upfront Monthly APS Maintenance Fee (\$3,600) if paid **after January 15th** of each year. \$6,475.00

**To be paid thereafter by January 1<sup>st</sup> of each successive year in the term of this agreement.**

Billing for animal acquisition and housing stray animals from \_\_\_\_\_ will be calculated on a monthly basis at a rate of \$400.00 per acquired dog and \$200.00 per acquired cat or other non-dog domesticated species. Documentation will accompany billing.

\_\_\_\_\_  
Authorized signature for:

\_\_\_\_\_  
Date

***Unless other specific arrangements are made, signed contract must be received by December 15<sup>th</sup>, 2023 to initiate the Full Animal Protective Services Agreement.***

Please sign and return this page and signed contract to:

Brandywine Valley SPCA  
Attn: Manager, Animal Protective Services  
1212 Phoenixville Pike, West Chester, PA 19380



This agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Brandywine Valley Society for the Prevention of Cruelty to Animals, 1212 Phoenixville Pike, West Chester, Pennsylvania, a Pennsylvania non-profit corporation (the "BVSPCA"), and \_\_\_\_\_, the "Municipality").

WHEREAS, the Municipality is statutorily charged with the obligation to care for and control stray dogs within the Municipality's boundaries;

WHEREAS, the BVSPCA has the means to provide that care and control for stray dogs and stray cats, including the requisite knowledge, expertise, personnel, equipment, and legal capacity; and

WHEREAS, in order to humanely, efficiently, and cost-effectively discharge its legal duties to care for and control stray dogs within its boundaries, the Municipality wishes to engage the services of the BVSPCA which includes care and control for both stray dogs and stray cats.

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

#### **A. Term of the Agreement**

1. The BVSPCA shall commence providing the services specified in this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at 12:01am and shall continue providing said services for period of five (5) calendar years until \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at 11:59pm (the "Term").

#### **B. The Services**

1. Statutes to be enforced: The BVSPCA will take all reasonable actions necessary to enforce within the Municipality's boundaries the following laws:
  - a. the Pennsylvania Dog Law, Act of Dec. 7, 1982, P.L. 784, No. 225, Art. 1, s. 101. *et. seq.*, 3 P.S. § 459-101, *et. seq.* (the "Dog Law");
  - b. 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.*;
  - c. 18 Pa. C.S. §5531 - §5549, relating to Cruelty to Animals; and
  - d. such other statutes or regulations which may impose certain duties with respect to any municipal animal control ordinances, which statutes and regulations the reasonable enforcement of which the Municipality shall delegate in writing to the BVSPCA, and which upon the latter's written acceptable shall also become part of this Agreement.
2. The BVSPCA 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.



3. Assignment of APS Officers: The BVSPCA will assign Animal Protective Services Officers (the "APS Officer") to respond and provide services to the Municipality. It will be at the sole discretion of the BVSPCA how shifts and personnel are assigned. The Municipality acknowledges and that the APS Officer will be responsible for providing services to other municipalities during that shift. The Municipality also understands and acknowledges and agrees that while the BVSPCA will make every effort to respond expeditiously, there is no guarantee as to the time of such response.
4. Acceptance of Stray Animals: The BVSPCA agrees to accept and care for stray dogs, cats, and other domestic species (the "Stray Animals") originating from within the Municipality's municipal borders. The BVSPCA shall pick up and transport the Stray Animals to the BVSPCA facility between the hours of 9:00am and 5:00pm seven (7) days per week. The Municipality will assure that such animals will be confined or restrained in a humane and effective manner prior to the BVSPCA's response to transport said animal(s). Stray Animals accepted will also include those brought to the BVSPCA facility by BVSPCA Animal Protective Services Officers, by the Municipality's designated representative(s), by police officers, by its dog wardens, and by private citizens. Fees collected by the BVSPCA as a provision of reclaim for stray animals shall be the sole property of the BVSPCA.
5. Investigation of Complaints: The BVSPCA shall investigate all complaints of violations of the Dog Law received from the Municipality, its police force or its residents, seven (7) days per week, twenty-four (24) hours per day. The method of this investigation shall be at the sole discretion of the BVSPCA.
6. Emergency Services: The BVSPCA shall provide the Municipality with twenty-four (24) hours per day, seven (7) days per week emergency services, including telephone access to an APS Officer to answer any questions that may arise or to assist with an unexpected emergency. Any calls on Federally recognized holidays will be billed as Emergency Service Fees. An APS Officer reasonably will respond during non-business hours for animal emergencies and to pick up confined stray animals between the hours of 5:01pm and 8:59am. Emergency calls for service must be initiated by the Municipality, its police officers, or a designated representative of the Municipality. The Municipality understands and acknowledges and agrees that while the BVSPCA will make every effort to respond expeditiously, there is no guarantee as to the time of such response.
7. Resident Calls: The BVSPCA will respond to calls for service from residents originating within the borders of the Municipality. The Municipality will make all appropriate efforts to advise its residents to contact the assigned APS Officer directly to ensure the proper handling of such calls and to provide continuity of service to the Municipality. Contact information for the BVSPCA must be listed on the Municipality's website as the point of



contact for animal control services. Calls for service are not to be sent through County dispatch channels.

8. Issuance of Citations and Warrants: The BVSPCA and its APS Officers will work diligently to be pro-active in response to the enforcement of State and local laws. The BVSPCA and its APS Officers will, at their sole discretion, issue non-traffic citations, Criminal Complaints and warrants for violations of State and local animal control laws, including dog laws, animal control ordinances, and animal cruelty prosecution. To the extent permitted by law, all fines and penalties collected as the result of any service provided by the BVSPCA under this Agreement shall be the property of and transferred to the Municipality. The only exception to the foregoing shall be if the state, county, or local law enforcement authorities request that the BVSPCA shall hold an animal for the duration of a criminal prosecution involving such animals, in which case the BVSPCA shall be entitled to apply only such fines or penalties to the cost of maintenance or care of such animal(s) by the BVSPCA, with the balance of said fines and penalties being forwarded to the Municipality in question.
9. Abandoned Animals: The BVSPCA will respond to all requests from local police, state constables, and sheriff's deputies of the Municipality, 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 Animal(s).
10. Community Outreach: In an effort to proactively address the systematic problem of animal neglect and homelessness, the BVSPCA and the Municipality will, from time to time and at their mutual convenience, work together to: (a) educate the public about the value and advantages of spaying and neutering; (b) provide educational outreach programs that seek to enhance relationships between pet owners and their pets and reduce the numbers of animals in distress; (c) educate the public on how to responsibly care for a pet and how to develop a strong owner – animal bond through proper training and behavior modification techniques; (d) raise public awareness of the BVSPCA's services and goals; and (e) participate in community meetings and other public events.

### **C. Fees**

1. Annual APS Fee: Beginning with the month of January 2024, and thereafter by January 1st of each successive year in the Term, the Municipality shall pay the BVSPCA an Annual APS Fee of \$2,000.00 for each contract year. The Municipality understands and acknowledges that the Annual APS Fee guarantees the retainment of BVSPCA's service regardless of the service volume. The BVSPCA shall have no obligation to provide any service until it has received the Annual APS Fee in full.



2. Monthly APS Maintenance Fee: The Municipality shall pay a monthly APS Maintenance fee in the sum of \$300 for the maintenance of services to be provided within the local governing bodies' municipal borders. This fee is to be paid in one lump sum for the full twelve (12) months of each contract year with the Annual APS Fee. The Municipality understands and acknowledges that the APS Maintenance Fee includes the cost of APS Officer staffing, and field services equipment care and maintenance. The Municipality shall pay the BVSPCA by the first of the month in question.
- a. Animal Acquisition Fee: The Municipality shall pay the BVSPCA the sum of \$400 for each acquired Dog and \$200 for each acquired Cat or other non-dog domesticated species received by the BVSPCA's APS Officers, the Municipality's police officers, code enforcement officers, dog wardens, and residents of the Municipality. The Municipality understands and acknowledges that the Animal Acquisition Fee includes the cost of care for each received Animal, including intake, veterinary examinations, medication, vaccinations, boosters, behavioral assessment, food, bedding, sanitation, utilities, and the per diem cost of shelter staff. The Municipality shall pay the BVSPCA foregoing amount(s) within thirty (30) days of being invoiced by the BVSPCA.
3. Activity Fee: The Municipality shall pay an Activity Fee to the BVSPCA in the sum of \$65.00 for addressing the Municipality's animal control services including the actual pick up of Stray Animals. The Activity Fee will be assessed for each "Call for Service" received by the BVSPCA and its APS Officers, including those directly related to the capture of Stray Animals. A "Call for Service" is defined as an assignment given to an APS Officer that requires the APS Officer's presence to investigate, resolve, correct, or assist in a particular situation, including but not limited to each Stray Animal transport; health and welfare checks; animal attacks/bite investigations; enforcement of State/local laws and ordinances; animal cruelty complaints and investigations; addressing resident calls for animal control services other than the actual pick up of Stray Animals including in-field follow up; agency assist; court appearances; and dispute resolution. The Municipality shall pay the BVSPCA the foregoing amount(s) within thirty (30) days of being invoiced by the BVSPCA.
4. Emergency Fee: The Municipality shall pay the BVSPCA the sum of \$250.00 for each after-hours emergency service call. The Municipality shall pay the BVSPCA the foregoing amount(s) within thirty (30) days of being invoiced by the BVSPCA.
5. Annual Fee Increase: Each of the fees named in paragraphs C.1 – C.5 above shall be subject to an annual increase of four percent (4%) as of every January 1<sup>st</sup> after the first-year subsequent year of the Agreement.

#### **D. Other Provisions**



1. BVSPCA Employees: The BVSPCA is an independent contractor to the Municipality and none of its agents, officers, or employees shall be construed as, or represent themselves as, employees of the Municipality. The BVSPCA shall be responsible for workers compensation insurance for its employees, including the APS Officers, as well as insurance for its vehicles and equipment. A certificate of insurance coverage for the foregoing shall be provided by the BVSPCA to the Municipality within thirty (30) days of acceptance and execution of this Agreement and payment in full.
2. General Liability Insurance: For the purpose of this Agreement, the BVSPCA shall obtain and maintain, at no charge to the Municipality, the following insurance coverages in not less than the following amounts and terms:
  - a. Comprehensive General Liability Insurance on a broad form occurrence basis with a limit of not less than \$1,000,000 per occurrence, and for not less than the Life of this Agreement;
  - b. The policy of insurance shall name the Municipality as a named additional insured;
  - c. Not later than the execution of this Agreement, the BVSPCA shall provide proof of insurance to the Municipality, evidencing the coverage of the Municipality under the policy described above and according to the above terms.
3. Termination in the event of circumvention of the Agreement: The Municipality understands and acknowledges that the BVSPCA has the right to terminate this Agreement if it learns that Stray Animals are being taken to a different location other than a BVSPCA facility in an attempt to circumvent calling the BVSPCA and/or incurring the fees outlined in Section C above.
4. Removal of Dead Animals: The BVSPCA shall have no responsibility or obligation to remove dead animals, domestic or wild, from roadways or private property.
5. Billing: The BVSPCA shall submit monthly invoices to the Municipality for services rendered and Stray Animal(s) acquired. Appropriate documentation will accompany billing. All invoices must be paid within thirty (30) days of the date of the invoice. Failure to timely pay any invoice may result in suspension of services or termination of the Agreement, at the sole discretion of the BVSPCA.
6. Payment upon termination by the Municipality: The Municipality understands and acknowledges that in order to voluntarily terminate this Agreement before its normally-scheduled ending date, the Municipality must pay a total of amount twelve (12) months of service fees, based on the average monthly fees of that Municipality within the last twelve (12) months of services provided by the BVSPCA.





7. Notices: Any notice given under this Agreement shall be in writing and shall be sent by registered mail, certified mail, postage prepaid, return receipt requested, or by guaranteed overnight delivery service. Notices shall be addressed as follows:

*If to the BVSPCA:*

Adam Lamb, Chief Executive Officer  
Brandywine Valley SPCA  
1212 Phoenixville Pike  
West Chester, PA 19380

*If to the Municipality:*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

City, St, Zip: \_\_\_\_\_

8. Non-Assignability: This Agreement may not be assigned or transferred to either Party without the written consent of the other. All assignments of rights are prohibited under this subsection, whether they are voluntary or involuntary, by merger (of any kind), consolidation, dissolution, operation of law, or any other manner. Notwithstanding the foregoing, either Party may assign its rights under this Agreement without the prior written consent of the other in connection with a sale of its business as a whole or substantially all of the assets of its business. Any purported assignment of rights in violation of this Section is void.
9. Entire Agreement: This Agreement contains the entire Agreement of the Parties with respect to its subject matter and supersedes all existing and all other oral, written, or other communications between the Parties concerning this subject matter.
10. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.
11. Modifications only in writing: This Agreement may be modified only by a subsequent writing signed by both Parties.



12. Invalidity of any provision: If any provision of this Agreement (or any portion thereof) is invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of this Agreement will not be affected or impaired.
13. Headings: The headings in this Agreement are intended for convenience of reference and will not affect interpretation.
14. Waiver: Any waiver by a Party in writing of any of that Party's obligation hereunder, or any failure to insist upon strict compliance with any obligation shall not operate as a waiver of, or estoppel with respect to any subsequent or other failure.
15. Governing Law; Venue: This Agreement, its validity, construction, and performance shall be governed by, and construed in all respects under, the laws of the Commonwealth of Pennsylvania without regard to the laws that would otherwise apply under applicable choice-of-law principles.
16. Dispute Resolution: If there is any dispute regarding this Agreement that cannot be amicably resolved by the undersigned Parties, then said dispute shall be resolved by a mandatory binding arbitration pursuant to the rules of the American Arbitration Association, with the locale of said arbitration to be in West Chester, Chester County. The substantially prevailing party in such arbitration shall be awarded its reasonable counsel fees and its share of the AAA filing fees. The arbitration award may be thereafter entered in any county, state, or federal court.
17. Authorization to Bind: The undersigned officer, agent, or employee of the Municipality represents and warrants that s/he has the authority to contract and bind the Municipality.





IN WITNESS WHEREOF, the undersigned Parties, intending to be legally bound hereby, have hereunto set their hands and seals as of the date first set forth above.

FOR THE BRANDYWINE VALLEY SPCA:

\_\_\_\_\_  
signature

\_\_\_\_\_  
printed name

\_\_\_\_\_  
title

\_\_\_\_\_  
date

FOR THE MUNICIPALITY:

\_\_\_\_\_  
signature

\_\_\_\_\_  
printed name

\_\_\_\_\_  
title

\_\_\_\_\_  
date