

2024 MUNICIPAL DOMESTIC ANIMAL PROTECTIVE SERVICES AGREEMENT

This agreement is entered into this ___ day of _____ 2023 (“Agreement”) by and between Highspire Borough located at 640 Eshelman Street, Highspire, PA 17034 (“Municipality”), and the Humane Society of Harrisburg Area, Inc., with an address as set forth above, (the “Society” together with the “Municipality”, the “Parties”).

I.

The Parties hereto, intending to be legally bound, agree that in consideration for the payment of the fees (the “Fees”) set forth in this Agreement, the Society shall provide the Municipality with the services described in this Agreement (those services being collectively referred to as the “Animal Control Program”), all as more fully set forth below.

II.

1. The Society will accept domestic dogs and domestic cats from the Municipality surrendered by authorized personnel as housing space allows in exchange for the fee in Section 7. Under no circumstance, other than an emergency, such as the intake of an injured animal or aggressive animal or an animal brought in by a dog warden from the Bureau of Dog Law Enforcement, will the Municipality be charged any fee for animals surrendered by anybody other than authorized personnel unless the party surrendering the animal submits an Authorization Form which is approved by an authorized person of the Municipality. This Agreement does not include placement services for owned animals or feral cats. The Society will not accept more than 100 pit bulls from a Municipality in fiscal year 2024. The Parties acknowledge the Society may temporarily shut down its facility due to an outbreak of a zoonotic disease, severe canine or feline disease, or over-population of animals. In the event that the Society temporarily shuts down, the Society will make every effort to assist the Municipality by providing food, bowls, and other supplies to the Municipality, however, the Municipality will not be entitled to any financial recovery.
2. The Society will respond to animal control calls from the Municipality as soon as practically possible, generally within twenty-four (24) hours of notification, unless such call is received on a holiday (New Year’s Eve Day, New Year’s Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day) or weekend. A holiday, weekend call, or a call made during weather emergencies will be responded to on the next regular Society business day.
3. The Municipality will be indemnified and held harmless from any actions of representatives of the Society relative to the provisions of this Agreement only. Further, the Society states that it has adequate liability insurance coverage and that the personnel provided by the Society are the exclusive employees of the Society.
4. During the term of this Agreement, and except as set forth elsewhere in this Agreement, the Society will be responsible for all costs incurred by the Society and the Municipality will be responsible for all costs incurred by the Municipality with respect to performance under this Agreement. The Society will be entitled to the recovery of any and all fees with respect to the surrender, holding, redemption, or disposition of animals entrusted to the Society pursuant to this Agreement.

5. Pursuant to the By-Laws of the Society, the Society has the organizational authority to engage in the activities undertaken by it pursuant to this Agreement. In consideration of the receipt of the Fees payable hereunder, the Society will perform its tasks relative to matters involving cruelty to animals within the area of the municipality at no further cost to the Municipality. The Municipality shall provide assistance in the investigation and prosecution of all violators of Pennsylvania Dog Law of 1982 whenever possible at no cost to the Society.
6. The term of this Agreement is from January 1, 2024 to December 31, 2024 (the "Initial Expiration Date"). Unless this Agreement is renewed or replaced by a writing signed by parties, any request for, or use of, the services included in this contract to be provided by the Society after the Initial Expiration Date shall be denied.
7. In consideration of the foregoing, the Municipality shall pay the Society a non-refundable contracting fee of \$250.00. Municipalities will be billed by the Society on a monthly basis.

The fees for animals are \$158.60 per dog, \$345.40 per pit bull and \$176.40 per cat. The Society will not accept feral cats for admission or more than 100 pit bulls from any Municipality in fiscal year 2024.

The Parties agree that the fees do not represent a daily fee obligating the Society to accept an unlimited number of animals from the Municipality on a daily basis.

8. Fees remaining unpaid 30 days or longer after the due date ("Delinquent Fees") shall bear interest at the lesser of 1% per month (12% per year) or the highest rate allowed by law. Delinquent Fees remaining unpaid more than 30 days after becoming delinquent will be grounds for the Society to terminate this Agreement.
9. Any other domestic animal such as rabbits, ferrets, guinea pigs, iguanas, or other unique or exotic species of animal taken in from the Municipality will result in an additional fee of \$51.50 per animal billed monthly.
10. The Society will provide after-hours access to the Municipality via its security system for animal drop off if the Municipality requires it.
11. The Society will provide monthly reports to the Municipality detailing animals taken in.
12. Any changes to this agreement must be executed via an amendment signed by the Society and Municipality with a copy returned to each party.
13. This Agreement shall become effective only upon signature by both the Society and Municipality with a copy returned to each party.
14. This contract does not preclude the Society from charging any resident of the Municipality fees for adoptions, euthanasia, cage/trap rentals, or any other service offered by the Society. The law deems animals as personal property; therefore, all costs incurred are the responsibility of the owner.

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SIGNATURES

<hr/> Authorized Signature	<hr/> Humane Society Representative – Signature
<hr/> Date	<hr/> Date
<hr/> Mark L. Stonbraker	<hr/> Brittany L. Leggore, CPA, CFO
<hr/> Name Printed	<hr/> Name Printed
<hr/> Borough Manager & Public Safety Director	<hr/> Chief Financial Officer
<hr/> Title	<hr/> Title

CONTACT INFORMATION

<hr/> Sergeant Bradley Canfield	<hr/> W: (717) 939-9866 C: (717) 648-3982
<hr/> Primary Contact	<hr/> Contact Phone Nr(s)
<hr/> 11/17/2023	<hr/> (717) 558-6900
<hr/> Date	<hr/> After Hours Phone Nr(s)
<hr/> Mark L. Stonbraker	<hr/> W: (717) 939-3303 C: (717) 395-1952
<hr/> Secondary Contact	<hr/> Contact Phone Nr(s)
<hr/> 11/17/2023	<hr/> (717) 395-1952
<hr/> Date	<hr/> After Hours Phone Nr(s)
<hr/> (717) 939-3371	
<hr/> Fax Number	

This Agreement shall begin on January 1, 2024 at 12:00 a.m. and end on December 31, 2024, at 11:59 p.m.