



ESTABLISHED  
1952

# ANIMAL RESCUE LEAGUE

OF BERKS COUNTY

**DEPARTMENT OF ANIMAL PROTECTION**

**2023 FULL-SERVICE CONTRACT  
AT \$2.50 PER CAPITA**

**1 YEAR AGREEMENT**

**between**

**The Animal Rescue League of Berks County**

**and**

**Municipality of Exeter Township**



This agreement (the "Agreement") is made this 21st day of December, 2022, by and between the Animal Rescue League of Berks County, 58 Kennel Road, Birdsboro, PA 19508, a Pennsylvania non-profit corporation (the "ARL"), and Exeter Township, 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 ARL 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 animals within its boundaries, the Municipality wishes to engage the services of the ARL 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**

The ARL shall commence providing the services specified in this Agreement on the 1<sup>st</sup> day of January 2023 at 12:01am and shall cease providing said services on December 31, 2023 at 11:59pm (the "Term").

**B. The Services**

1. Statutes to be enforced: The ARL shall take all reasonable actions necessary to enforce within the Municipality's boundaries the following "Animal Control" 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"); including enforcement of 3 P.S. §459-504 A related to "Control of Dangerous Dogs";
  - 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. 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 ARL, and which upon the latter's written acceptable shall also become part of this Agreement.
  
2. Assignment of APO Officers: The ARL shall assign Department of Animal Protection Officers (the "APO Officer") to respond and provide services to the Municipality. It will be at the sole discretion of the ARL how shifts and personnel are assigned. The Municipality acknowledges and that the APO will be responsible for providing services to other municipalities during that shift. The Municipality also understands, acknowledges, and agrees that while the ARL will make every effort to respond expeditiously, there is no guarantee as to the specificity of time of such response.
  
3. Acceptance of Stray Animals: The ARL agrees to accept and care for stray dogs and cats (the "Stray Animals") originating from within the Municipality's municipal borders. If citizens of the Municipality truly cannot transport stray animals to ARL due



to dangerous or severely injured animals, lack of a vehicle or license, or are elderly/infirm, the ARL shall pick up and transport the Stray Animals to the ARL facility between the hours of 8:30am and 7:00pm seven (7) days per week. The Municipality shall assure that such animals will be reasonably confined or restrained in a humane and effective manner prior to the ARL's response to transport said animal(s). Stray Animals accepted will also include those brought to the ARL facility by ARL APO, by the Municipality's designated representative(s), its Police Officers, State Police Officers, County Dog Wardens, and by its private citizens. In its sole discretion, the ARL shall determine a disposition for each stray animal, including, but not limited to: adoption, transferring to another rescue organization, humane euthanasia or returning to the field. Any and all dispositions shall be determined based on current Pennsylvania Laws and internal operational procedures.

4. Investigation of Complaints: The ARL shall investigate all complaints of violations of Dog Law as listed under Agreement section B.1 (a-c) received from the Municipality, its Police Officers or its residents, seven (7) days per week. The method of this investigation shall be in the sole discretion of the ARL and the APO.
5. Emergency Services: The ARL shall provide the Municipality with twenty-four (24) hours per day, seven (7) days per week emergency services, including telephone access to an APO or agent of the ARL to answer any questions that may arise or to assist with an unexpected emergency. An Emergency shall constitute any stray animal facing a life-threatening circumstance or injury. An APO reasonably will respond during non-business hours for animal emergencies between the hours of 7:01pm and 8:29am. The Municipality understands, acknowledges, and agrees that while the ARL will make every effort to respond expeditiously, there is no guarantee as to the specificity of time of such response.
6. Resident Calls: The ARL and the APO will **only** 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 ARL directly to ensure the proper handling of such calls and to provide continuity of service to the Municipality. Contact information for the ARL will be listed on the Municipality's website as the point of contact for animal control services. Calls for service can also be sent through County dispatch channels.
7. Issuance of Citations and Warrants: The ARL and the APO will work diligently to be proactive in response to the enforcement of State and local laws. In their sole discretion, the ARL and the APO will issue non-traffic citations and Criminal Complaints for violations referenced in Section B.1 (a-c). To the extent permitted by law, all fines and penalties collected as the result of any service provided by the ARL under this Agreement shall be paid to the court. The only exception to the foregoing shall be if the state, county, or local law enforcement authorities request that the ARL hold an animal for the duration of a criminal prosecution involving such animals, in which case the ARL shall be entitled to apply only such fines or penalties to the cost of maintenance or care of such animal(s) by the ARL.
8. Abandoned Animals: The ARL shall respond to all requests from Local Police, State 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. The ARL and the APO shall provide any assistance to the Municipality and its Local and State Police, State Constables, Sheriff's Deputies and any other Municipal worker with the control and confinement of animals in matters including, but not limited to, search warrants, welfare checks, home inspections and arrests. The ARL shall detain and house any animal(s) originating from these circumstances. Additionally, the ARL shall provide housing for any and all animals the Municipality and its local and State Police and Sheriff's Deputies seize in the pursuit of criminal investigations.

9. Municipality Assistance: The Municipality or its local and State Police or Sheriff's Deputies shall designate a coordinator to communicate to and receive communications from the ARL concerning any and all logistics pertaining to the seized animal(s) and shall seek Cost of Care on behalf of the ARL. Restitutions shall be submitted to the ARL once Cost of Care is granted. The ARL shall provide all records of care, and maintain security, both physically and digitally, of the animal(s).
10. Community Outreach: In an effort to proactively address the systematic problem of animal neglect and homelessness, the ARL and the Municipality will, from time to time and at their mutual convenience, through their normal communication channels with the public, work together to: (a) educate the public about the value and advantages of spaying and neutering; (b) provide information on 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 ARL's services and goals; and (e) participate in community meetings and other public events.

### **C. Fees & Billing**

1. The Municipality shall pay the ARL an Annual Fee of \$2.50 per resident of the Municipality for each contract year. The determination of "per resident" shall be based on the most recent 2020 Census population numbers. The Municipality reserves the right to satisfy the balance of this contract in one (1) annual fee, two (2) biannual payments or four (4) quarterly payments. The agreed payment schedule shall be made, in writing, by the Municipality upon return of the signed agreement.

### **D. Other Provisions**

1. ARL Employees: The ARL 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 ARL shall be responsible for workers compensation insurance for its employees, including the APO Officers, as well as insurance for its vehicles and equipment. A certificate of insurance coverage for the foregoing shall be provided by the ARL to the Municipality within thirty (30) days of acceptance and execution of this Agreement and payment in full.



2. Removal of Deceased Animals: The ARL shall have no responsibility or obligation to remove deceased animals, domestic or wild, from roadways or private property.
3. 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 the most current Per Capita total reflective of the remaining Term left on the agreement at the most current annual rate.
4. 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 ARL:*  
  
Alexis Pagoulatos, Chief Executive Officer  
Animal Rescue League of Berks County  
58 Kennel Road  
Birdsboro, PA 19508  
  
*If to the Municipality:*  
  
Name: Mary McBride  
Title: Township Manager  
Street: 4975 DeMoss Road  
City, St, Zip: Reading, PA 19606
5. 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.
6. 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.
7. Modifications only in writing: This Agreement may be modified only by a subsequent writing signed by both Parties.
8. 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.
9. Headings: The headings in this Agreement are intended for convenience of reference and will not affect interpretation.
10. 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.



- 11. 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.
- 12. 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 the City of Reading, Berks 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.
- 13. Force Majeure: The ARL shall not be liable or responsible to the Municipality, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the ARL, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, the Municipality shall be entitled to give notice in writing to the ARL to terminate this Agreement.
- 14. 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 ANIMAL RESCUE LEAGUE  
OF BERKS COUNTY:

DocuSigned by:

*Alexis Pagoulatos*

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Signature

Alexis Pagoulatos  
Printed Name

Chief Executive Officer  
Title

12/15/2022

Date

FOR THE MUNICIPALITY:

DocuSigned by:

*Betsy McBride*

EB016F23B0C0409...

Signature

Mary McBride  
Printed Name

Township Manager  
Title

12/21/2022

Date