ANIMAL RESCUE LEAGUE
OF BERKS COUNTY

January 7, 2020

Dear Municipal Leaders,

As previously mentioned, contracting municipalities can rely on the ARL to comprehensively care for humane law issues like emergency situations, hoarding and cruelty cases. These services are included in our per-capita contract fee, although we certainly appreciate additional assistance to support a major response and extraordinary circumstances.

This year, there are two options for per capita contracts. The **$2 per capita** (per person) option provides a much more robust transportation option when residents call and are unable to transport an animal to the ARL. The **$1 per capita** contract option still provides the full breadth of coverage of services, but only provides on-site pick-up of animals during true emergencies as identified by the ARL with the majority of the transportation burden falling on local police and residents.

We care deeply for the people and animals of our community. Therefore, for those municipalities that cannot support a full animal-control program yet, we will continue to assist with an **emergency hoarding service** under the fee schedule provided herein because it is the number one cruelty crisis facing domesticated animals today. We have set this up so that it does not require a contract at this time. However, it is important to consider that a single hoarding incident could quickly exceed the cost of the per capita animal control contract presented herein, but we wish to leave this door open to serve and support you. We are also happy to offer free guidance and some educational workshops to local police departments with animal cruelty and Pennsylvania Dog Law issues and enforcement.

If a municipality does not have some type of working relationship with us, we encourage careful consideration on whether a vendor has the capacity and expertise to respond to emergencies like hoarding where hundreds of animals may be involved and the homes are often biohazard sites.

## Benefits of a Per Capita Contract

*Response*

- 24/7 service provided at an all-inclusive fee covering dogs, cats and domesticated companion animals. No extra charges regardless of whether our services are needed during nights/holidays, the condition the animal is in, the extent of veterinary care needed, the length of stay, or the final disposition of any animal entering the shelter. **The ARL is the "easy" button.**
- Pennsylvania State Certified Animal Control Officers and best practice professional animal sheltering and animal control services.
- Phones answered all day, every day with an answering service at night.
- No charge assistance for elderly, infirm or in-crisis residents who are unable to transport animals on an emergency and scheduled basis (available with the $2 per capita contract).
- Priority and open-door access for any resident in a contracted town to surrender dogs, cats and other small companion animals that they can no longer keep.
- Shelter open for adoption 6 days per week and during evening hours, providing community confidence that unclaimed and surrendered animals will have excellent potential for re-homing. The ARL's lifesaving rate is a model for animal control services.
- Facilities, equipment, manpower and expertise to respond to disasters in the community ranging from

manmade (hoarders) to natural disasters (floods).

*Partnership & Budget Confidence*

- Lower per capita cost for 2020, with a roadmap to find workable solutions for a slower ramp-up toward sustainable and affordable pricing for a professional animal-control program.
- "Known dollars" for budget planning to prevent variable costs from unexpected emergencies or population surges.
- More reliable data that will be based around proof of residency and will allow the ARL to strategically help identify community needs and offer reactive and proactive solutions to address surges in free-roaming cat populations or contagious disease outbreaks like parvo or rabies to address problems before they grow and become more costly to address.
- Free education workshops for officials/officers on topics like scanning for microchips, safe animal-handling techniques, reading animal behavior in the field, and more.
- Support with low-cost clinics for vaccines, microchips, trap-neuter-return (TNR) of free-roaming cats and more based on your specific community needs.
- Freeing up your municipal staff and police departments from fielding animal-related calls and allowing their focus to remain on caring for your residents.
- Allows your police department to focus on human life and safety efforts and reduces safety risks associated with handling dangerous and potentially rabid animals.

## Payment Timing of Per Capita Contract Fees

Contracts are to be paid quarterly in advance in the calendar year of service.

## Emergency Hoarding Service: Fees & Contact Identification

An initial annual $250 access fee for the 2020 calendar year is required to opt in for the emergency hoarding service offered below, payable by March 31, 2020. This fee sets up our relationship, identifies the chain of command and gives the municipality access to an ARL representative 24/7 throughout the year for hoarding cases.

Reciprocally, we will ask municipalities to provide three 24/7 designated municipal/police contacts who can approve an ARL Humane-Law Help Ticket to be approved should a resident contact us directly about an emergency hoarding issue that needs immediate attention.

The ARL will provide as many site visits as necessary to humanely capture and remove living and deceased animals. The fees below are determined based on the severity of the site conditions (level of biohazard danger) and the health conditions of the animals who almost always require intensive supportive veterinary care.

- **Initial annual $250 access fee that provides relationship setup and agreement of billing terms**
- **One-Time Hoarding Investigation Travel Fee**
  - **Mapped Inner Zone - $25**
  - **Mapped Outer Zone - $50**
- **Animals at $200-$250 per animal based on the site and health conditions**

## Payment Timing for Emergency Hoarding Service Fees

The $250 annual access fee is to be paid by March 31, 2020 for the calendar year. Service Fee Invoices can be provided monthly with payment of net 60 days to allow sufficient time for municipal meetings to take place for whatever reviews are helpful or required.

ANIMAL RESCUE LEAGUE
OF BERKS COUNTY

## Humane Law Areas of Concern

*Hoarding Cases*

- Animal hoarding is a community problem. It causes suffering to both animals and humans, can devastate families, cast judgments on communities and be costly to resolve. Animal hoarding is not restricted to age, gender or socioeconomic status and is almost always linked to mental illness. Owning multiple animals doesn't mean someone is a hoarder, however, when people struggle with the ability to provide an increasing number of animals with adequate care, that becomes an issue for concern and intervention. Hoarding is the number one animal-cruelty crisis facing companion animals nationally in terms of number of animals affected and degree and duration of their suffering.

*Animal Cruelty*

- The ARL will continue responding to animal cruelty calls as part of our mission. When evidence of an animal cruelty case is discovered, we will involve the non-contracted municipalities and their police departments to address the crimes. Contracted municipalities are already covered for the full service from the investigation through animal removal and prosecution support.
- Every state has laws prohibiting animal cruelty and all of them contain felony provisions. However, a law is only as good as its enforcement. The following summarizes **Pennsylvania law for cruelty to animals**.
- Neglect of an animal, including failure to provide food, water, adequate shelter and veterinary care
- Cruelty to animal: A person commits an offense if the person intentionally, knowingly or recklessly illtreats, overloads, beats, tortures, abandons or abuses an animal.
- Tethering of unattended dog.
- Transporting animals in a cruel manner.
- Animal mutilation and related offenses.
- Animal fighting
- Possession of animal fighting paraphernalia.
- Taunting or abusing Police animals.

*Dog Law Issues*

- Licensing compliance, dog bites, sale of underage puppies, etc.

During 2020, I would like the opportunity to personally work with you to develop a comprehensive animal-control policy for this year and beyond that is affordable for your municipality, yet financially sustainable for the ARL to allow us to continue providing socially conscious and humane animal control.

We encourage an open dialogue and feedback, so please feel free to reach out to discuss this or set up meetings for further conversations. We would be happy to host or attend municipal meetings to answer questions. I do believe that, together, we can create a workable solution for the short and long-term success for Berks County animals and residents.

Sincerely,

Alexis Pagoulatos

**Alexis Pagoulatos**
Executive Director
alexis@berksarl.org
610-373-8830, Ext. 121

| | Per Capita with Transport | Per Capita without Transport | Emergency Services | No Agreement |
|---|---|---|---|---|
| **Fee** | $2 per capita, payable quarterly | $1 per capita, payable quarterly | $250 retainer due by 3/31/20 + invoiced services | N/A |
| **Humane law investigation (Dog Law, Animal Cruelty, Animal Hoarding, etc.)** | Yes | Yes | Yes. ARL will investigate complaints as part of our mission; will charge municipalities fees* when animal hoarding is identified. | Yes. ARL will investigate complaints as part of our mission; will turn all cruelty cases over to municipal-identified police department when cruelty of any kind is discovered for investigation, resolution and prosecution. |
| **Access to ARL representative 24/7, 365 days a year** | Yes | Yes | Yes | During business hours. |
| **Pick-up of Animals** | Yes, for residents who are truly unable to transport to the ARL facility.<br><br>After-hour emergency pick-up only from 7pm-8:30am and on federal holidays. Emergencies include life-threatening conditions, car accidents, violence against the animal, Code Blue or Red classifications, hot cars, etc. | Not for regular strays.<br><br>Pick-up is only available for emergency pick-up of aggressive, seriously injured, or dangerous domestic animals. Hoarding cases are also included in this emergency on-site service. | Yes, but only for active animal hoarding cases. | No |
| **Stray management** | Yes | Yes; municipal representatives able to drop off. | Stray drop off is not available to municipal entities or police.<br><br>Residents only can pay a $50 fee to drop off stray animals; may be placed on waiting list to give space priority to animals from contracted municipalities. | Stray drop off is not available to municipal entities or police.<br><br>Residents only can pay a $50 fee to drop off stray animals; may be placed on waiting list to give space priority to animals from contracted municipalities. |

| | Per Capita with Transport | Per Capita without Transport | Emergency Services | No Agreement |
|---|---|---|---|---|
| **Owner surrenders** | Yes.<br><br>Owners will be asked to pay a $50 fee.<br><br>Priority access for available space. | Yes.<br><br>Owners will be asked to pay a $50 fee.<br><br>Priority access for available space. | Yes. Owners will be asked to pay a $50 fee.<br><br>Residents will likely be placed on waiting list to give space priority to animals from contracted municipalities. | Yes. Owners will be asked to pay a $50 fee.<br><br>Residents will likely be placed on waiting list to give space priority to animals from contracted municipalities. |
| **Travel fee for humane law investigation or stray pick up** | No | No | Conditional.<br><br>Travel fee only applies to hoarding cases. A one-time travel fee based on distance (two zones) will be included per investigation. The inner zone is $25 and the outer zone is $50. | N/A |
| **Hoarding case investigation and humane removal of live and deceased animals** | Included | Included | One-time travel fee based on distance (two zones) will be included per investigation. The inner zone is $25 and the outer zone is $50. Additionally, a $200-$250 per animal removal/care fee based upon animal and biohazard site conditions. | ARL will investigate complaints as part of our mission; will turn all cruelty cases over to municipal-identified police department when cruelty of any kind is discovered for investigation, resolution and prosecution. |
| **Emergency pickup of extremely aggressive OWNED animals** | Included<br><br>Owners will pay a $50 fee + a travel fee based on the proximity zone ($25-$50) | Included<br><br>Owners will pay a $50 fee + a travel fee based on the proximity zone ($25-$50) | Not included | Not included |
| **Emergency pickup of STRAY animals (life-threatening injuries and situations, seriously diseased or aggressive animals, etc.)** | Included | Included | Not included | Not included |
| **Access to community-targeted, reduced-priced microchip, vaccine or spay/neuter clinics** | Included | Included | Not included | Not included |

| | Per Capita with Transport | Per Capita without Transport | Emergency Services | No Agreement |
|---|---|---|---|---|
| **Low-cost assistance with TNR (trap-neuter-return) efforts with free-roaming cats** | Included | Included | Included, but at regular rates. | Included, but at regular rates. |
| **Free educational workshops for municipal officials or officers to learn safe handling techniques and microchip scanning in an effort to return pets to their homes more quickly** | Included | Included | Included | Offered for free. |
| **Response to calls from residents regarding non-cruelty animal concerns (i.e., barking dogs, public nuisance, dogs running at large)** | Included | Included | Not included; ARL representatives will direct concerned residents to contact municipality or local police. | Not included; ARL representatives will direct concerned residents to contact municipality or local police. |
| | | | | |

* Emergency Hoarding Fees:
- Initial annual $250 access fee that provides relationship setup and agreement of billing terms
- One-Time Hoarding Investigation Travel Fee
  - Mapped Inner Zone - $25
  - Mapped Outer Zone - $50
- Animals at $200-$250 per animal based on the site and health conditions

| Zone 1: | |
|---|---|
| Alsace | Muhlenberg |
| Amity | New Morgan |
| Bern | Oley |
| Birdsboro | Ontelaunee |
| Brecknock | Reading |
| Caernarvon | Robeson |
| Cumru | Ruscombmanor |
| Exeter | Shillington |
| Kenhorst | Sinking Spring |
| Laureldale | South Heidelberg |
| Leesport | Spring |
| Lower Alsace | St. Lawrence |
| Lower Heidelberg | Union |
| Maidencreek | Wernersville |
| Mohnton | West Reading |
| Mt Penn | Wyomissing |

| Zone 2: | |
|---|---|
| Albany | Lyons |
| Bally | Lyons |
| Bechtelsville | Marion |
| Bernville | Maxatawny |
| Bethel | North Heidelberg |
| Boyertown | Penn |
| Centerport | Perry |
| Centre | Pike |
| Colebrookdale | Richmond |
| District | Robesonia |
| Douglass | Rockland |
| Earl | Shoemakersville |
| Fleetwood | Tilden |
| Greenwich | Topton |
| Hamburg | Tulpehocken |
| Heidelberg | Upper Bern |
| Hereford | Upper Tulpehocken |
| Jefferson | Washington |
| Kutztown | Windsor |
| Lenhartsville | Womelsdorf |
| Longswamp | |

# ANIMAL CONTROL SERVICES AGREEMENT

This Agreement, made this _____ day of _____, 2020, by and between the Animal Rescue League of Berks County, 58 Kennel Road, Birdsboro, PA, 19508, a Pennsylvania non-profit corporation (hereinafter "ARL") and (hereinafter "Local Governing Body").

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

WHEREAS, this Agreement shall begin on the document execution date at 12:01AM and continue for a period of the remainder of 2020 until December 31, 2020 at 11:59PM (the "Term").

WHEREAS, this Agreement is for animals collected within the Local Governing Body. The ARL will provide 24/7 coverage to the said Local Governing Body during the Term.

WHEREAS, the ARL 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, A1i. 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 Title18 Pa. C.S. §§ 5531-5561 and 22 Pa. C.S.§§ 3701-3718, 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 ARL for enforcement. The ARL 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 the State Dog Warden.

WHEREAS, the ARL 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 ARL facility by the Local Governing Body's designated representative(s), police officers, dog wardens, as well as citizens.

WHEREAS, the ARL shall investigate all complaints of violation of the Dog Law received from the Local Governing Body, its police force or residents. The method of this investigation shall be at the discretion of the ARL.

1. The ARL shall accept stray domestic animals to the ARL facility between the hours of 8:30AM and 7:00PM seven (7) days a week.

2. The ARL shall provide 24/7 emergency services to contracted municipalities with access to an ARL staff member to answer any questions that may arise or to assist with an unexpected emergency. An ARL staff member will respond during non-business hours for agreed upon animal emergencies (i.e., aggressive animals, life-threatening injuries or illnesses, etc.) and will accept stray animals who are in emergent situations between 7:00PM and 8:30AM. In some cases, the ARL will request immediate drop-off to an emergency veterinarian in cases that require immediate life-saving medical attention. The ARL will liaise directly with that veterinary clinic for care and billing communications.

3. Under this Agreement, it is understood that the ARL will assign staff to respond to and provide services to the Local Governing Body. It will be at the discretion of the

ARL how shifts and personnel will be assigned. It is also understood that ARL staff will be responsible for providing services to all other Local Governing Bodies under similar Animal Control Service Agreements during that shift. It is furthermore understood that while the ARL will make every effort to respond expeditiously, there is no guarantee as to the time of such response.

4. Under this Agreement, the ARL Animal Control Officers ("ACOs") and Humane Officers will, with discretion, issue citations and warrants for violations of State laws, including Dog Laws, animal control ordinances, animal cruelty prosecution, etc.

5. The ARL shall be responsible for workers compensation insurance for all of its employees as well as general liability insurance and automotive insurance for all vehicles and equipment. 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.

6. The ARL shall have no responsibility or obligation to remove dead animals, domestic or wild, from roadways or private property.

7. The ARL is an independent contractor to the Local Governing Body and none of its agents, officers or staff shall be construed as, or represent themselves as employees of the Local Governing Body.

8. 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 ARL 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 ARL and a copy signed by both parties has been returned to the Local Governing Body.

9. The ARL will respond to all requests from local police, state constables and sheriffs 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 to the Local Governing Body as set forth above.

10. In an effort to proactively address the systemic problems of animal neglect and homelessness, the ARL and the Local Governing Body will partner to educate the public about the value and advantages of spaying and neutering, trap-neuter-return and return-to-field programs as well as educational outreach programs that will seek to enhance relationships between pet owner and their pets and to reduce the number of animals in distress. The ARL and Local Governing Body will also 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 ARL will strive to raise public awareness of its services and goals and will participate in community meetings and other public events at the request of the Local Governing Body.

FEES & INVOICING

The fee to provide Animal Control Services as outlined in this agreement shall be $1.00 per citizen based on 2010 U.S. Census Data and shall be billed in equal payments of $0.25 per calendar quarter. Invoices shall be distributed not less than 30 days in advance of the beginning of the following calendar quarter and payment is required prior to the commencement of the first day of said calendar quarter. A late fee of 1.5% interest per month shall be applied for unpaid balances beyond the due date.

This Agreement will automatically terminate at 11:59PM on December 31, 2020. Notwithstanding anything to the contrary set forth in this Agreement, either party hereto may terminate this Agreement by providing the other party hereto with at least thirty (30) days' prior written notice; provided, however, no such termination shall relieve the Borough of any monetary obligation owing to the Animal Rescue League through the date of termination pursuant to this Agreement.

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.

**ANIMAL RESCUE LEAGUE OF BERKS COUNTY**

***ARL Representative Printed Name and Title:*** _____

***ARL Representative Signature and Date:*** _____

**LOCAL GOVERNING BODY**

***Name of Local Governing Body:*** _____

***Municipal Representative Printed Name and Title:*** _____

***Municipal Representative Signature and Date:*** _____

***Municipal Representative Contact Information for Next Steps:***

_____