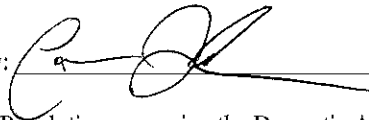


RESOLUTION NO. 109 - 2017

Moved by:



A Resolution approving the Domestic Animal Protective Services Agreement with the Humane Society of Harrisburg Area to provide services to the City of Harrisburg's Animal Control Program.

WHEREAS, the City of Harrisburg (the "City") maintains an Animal Control Program which necessitates the housing of stray domestic animals at a responsible animal shelter facility; and

WHEREAS, the Humane Society of Harrisburg Area (the "Humane Society") is a non-profit animal welfare agency that serves as the exclusive animal shelter facility for the Harrisburg Area; and

WHEREAS, the City's current contract for animal shelter services with the Humane Society expires on December 31, 2017; and

WHEREAS, the City desires to continue utilizing the Humane Society's animal shelter services to support the City's Animal Control Program for the 2018 calendar year; and

WHEREAS, the City has a need to enter into the new contract with the Humane Society prior to year-end to avoid an interruption of necessary services; and

WHEREAS, a copy of the Domestic Animal Protective Services Agreement with the Humane Society is attached and incorporated as "Exhibit A."

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF HARRISBURG, that the Domestic Animal Protective Services Agreement with the Humane Society of Harrisburg Area to provide services to the City of Harrisburg's Animal Control Program is approved.

BE IT FURTHER RESOLVED that the Mayor, City Controller and other appropriate City officials are authorized and directed to take all steps necessary to effectuate the purpose of this resolution.

Seconded by:

Wanda R. D. Williams

Passed the City Council November 14, 2017

Wanda R. D. Williams
President of City Council

Attest [Signature]
City Clerk

Approved

YEAS		NAYS
✓	MR. ALLATT	ABSENT
✓	MS. DANIELS	
✓	MS. GREEN	ABSENT
✓	MR. JOHNSON	
✓	MR. MADSEN	
✓	MR. MAJORS	
✓	MS. WILLIAMS	
Yeas	5	
Nays	0	

Exhibit A



Humane Society

OF HARRISBURG AREA

7790 Grayson Road
Harrisburg, PA 17111
(717) 564-3320
Fax: (717) 564-1867
www.humanesocietyhbg.org

2018 MUNICIPAL DOMESTIC ANIMAL PROTECTIVE SERVICES AGREEMENT

This agreement is entered into this ___ day of _____ 201__ (“Agreement”) by and between Harrisburg City located at Harrisburg City Police Department, 123 Walnut St, Ste 211 Harrisburg, PA 17101 (“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 8. 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 2018. 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 overpopulation 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 provide the municipality with limited free spay neuter vouchers for feral cats and pit bulls to be distributed to municipal residents. The number of vouchers distributed will be based on the Municipality historical intake numbers or other similar factors.
3. 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.

BUILDING A BETTER COMMUNITY FOR PETS AND PEOPLE

The official registration and financial information of the Humane Society of Harrisburg Area, Inc. may be obtained from the PA Department of State by calling toll free within PA 1-800-782-0999. Registration does not imply endorsement.



Humane Society

OF HARRISBURG AREA

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Fax: (717) 564-1867
www.humanesocietyhbg.org

4. 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.
5. 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.
6. 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.
7. The term of this Agreement is from January 1, 2018 to December 31, 2018 (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.
8. In consideration of the foregoing, the Municipality shall pay the Society the following Fees:

Non-refundable contracting fee: \$250.00

One payment due immediately: **\$28,768.73** (Deposited Funds)

The Deposited Funds fee is based on half the contract amount paid by the Municipality in the previous fiscal year. The Society will draw off of the Municipality's Deposited Funds each month based on the number of animals brought in from the Municipality during the month. Once the amount of Deposited Funds for the Municipality falls below \$10,000 the Municipality will be billed monthly for services provided through October 31st. The Municipality will have 30 days after receipt of the bill for monthly services to pay the fees and replenish the Deposit Funds in the amount of \$15,000. After November 1st the Deposited Funds will be used to pay outstanding and accruing invoices from the Municipality and the Municipality will be permitted to draw the Deposited Funds down to a zero balance. Once the Deposited Funds have reached a zero balance, the Municipality will have 30 days after receipt of the bill for monthly services to pay the fees. The fees for animals will remain \$122.00 per dog, \$265.70 per pit bull and \$135.70 per cat. The Society will not accept feral cats for admission or more than 100 pit bulls from any Municipality in fiscal year 2018.

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If the Municipality spends less than the Deposited Funds during the year, then a refund will be given or a credit will be applied to the following year's Deposited Funds.

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.

9. Optional Animal Emergency Rescue Services are provided during the hours of 8:00 AM – 7:00 PM. The Society will respond to an animal emergency rescue as soon as possible. An "Animal Emergency Rescue" is defined as a stray dog or cat that is visibly injured or sick (which would require immediate veterinary care) or is an immediate danger to the public. The animal must be confined (when possible) and a police officer must be present to verify the emergency. **HSHA will not respond to animal rescue calls without authorization from the police or designee of the municipality.**

Animal Rescue services provided at a charge of \$50.00 per call billed monthly.

Do not wish to have Animal Rescue services for the Municipality.

10. 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.

11. Any other domestic animal such as rabbits, ferrets, guinea pigs, iguanas, or other unique or exotic specie of animal taken in from the Municipality will result in an additional fee of \$51.50 per animal billed monthly.

12. The Society will provide after hours access to the Municipality via its security system for animal drop off if the Municipality requires it.

13. The Society will provide monthly reports to the Municipality detailing animals taken in.

14. This Agreement shall become effective only upon signature by both the Society and Municipality with a copy returned to each party.

15. Optional Pick-up Service is being offered to participating municipalities whose borough or municipality building is located 15 miles or more from the Society, unless otherwise agreed upon by the Parties. Optional Pick-up Service is provided during business hours only. The Society will respond to a pick-up call as soon as possible, but within 24 hours of receiving the call. The animal must be confined (when possible) and a police officer or a designee of the Municipality must either be present at the time of pick-up or otherwise provide authorization in advance of pick-up. **HSHA will not respond to pick-up calls without authorization from the police or designee of the Municipality.**

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- Do not wish to have Pick-up services for the Municipality.

 - Pick-up services to be provided at a charge of \$50.00 per pick-up billed monthly. This is not a per animal fee. There is a discount for multi-municipality pick-ups. If the Society responds to a pick-up call at one location in response to pick-up calls from multiple municipalities, each municipality will receive a 40% discount on the pick-up fee
16. 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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2018 MUNICIPAL DOMESTIC ANIMAL PROTECTIVE SERVICES AGREEMENT

SIGNATURES

_____ Authorized Signature	_____ Humane Society Representative -- Signature
_____ Date	_____ Date
_____ Eric Papenfuse Name Printed	_____ Amy Kaunas Name Printed
_____ Mayor Title	_____ Executive Director Title

CONTACT INFORMATION

_____ Captian Deric Moody Primary Contact	_____ (717) 255-6586 Contact Phone Nr(s)
_____ Date	_____ (717) 554-9414 After Hours Phone Nr(s)
_____ Chief Thomas Carter Secondary Contact	_____ (717) 255-7279 Contact Phone Nr(s)
_____ Date	_____ (717) 433-2946 After Hours Phone Nr(s)
_____ (717) 233-4406 Fax Number	

This Agreement shall begin on January 1, 2018 at 12:00 a.m. and end on December 31, 2018, at 11:59 p.m.

BUILDING A BETTER COMMUNITY FOR PETS AND PEOPLE

The official registration and financial information of the Humane Society of Harrisburg Area, Inc. may be obtained from the PA Department of State by calling toll free within PA 1-800-732-0099. Registration does not imply endorsement.

**SIGNATURE PAGE ADDENDUM TO THE
2018 MUNICIPAL DOMESTIC ANIMAL PROTECTIVE SERVICES AGREEMENT
WITH THE HUMANE SOCIETY OF HARRISBURG AREA**

CITY OF HARRISBURG

APPROVED AS TO FORM
AND LEGALITY:

By: _____
Rebecca K. Kunkel, Esquire Date
Assistant Solicitor

By: _____
Charlie DeBrunner Date
Controller

*The City of Harrisburg is governed under Pennsylvania's Optional Third Class City Law Charter, 53 P.S. § 41101, et seq. Section 53 P.S. § 41413(c) of the law requires that "all bonds, notes, contracts and written obligations of the city shall be executed on its behalf by the mayor and the controller."

INTER

OFFICE

MEMO

To: HARRISBURG CITY COUNCIL
From: Kirk Petroski, City Clerk
LEGISLATIVE APPROVAL FORM

Date:

LEGISLATIVE APPROVAL FORM/CERTIFICATE OF ACCEPTANCE

BILL NO. -2017 RESOLUTION NO. 109-2017

THE ABOVE LISTED ITEM WAS WRITTEN AND PREPARED FOR FINAL INTRODUCTION AT THE HARRISBURG CITY SOLICITOR'S OFFICE ON:

Rebecca K Kunkel
Assistant City Solicitor

10-20-17
Date

Requested by Department/Bureau: Police

Department/Bureau Contact Person: Capt. Moody

For Action on or before:

The attached was received in the Office of the City Clerk for introduction on

Received by: _____

Date: _____