

RESOLUTION NO. 2012-74

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP AND RADNOR VETERINARY HOSPITAL ESTABLISHING RESPONSIBILITIES FOR THE COLLECTION AND CARE OF STRAY OR ABANDONED ANIMALS.

WHEREAS, Radnor Township, through its animal control officers or other authorized employees or agents, collects stray animals and desires to place those animals with an appropriate care facility; and

WHEREAS, Radnor Township and Radnor Veterinary Hospital have come together to collaborate and form a partnership for the protection, care and placement of stray animals; and

WHEREAS, the Partners have agreed to enter into a collaborative agreement in which Radnor Township will be the lead agency; and

WHEREAS, the Partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by collaborative effort.

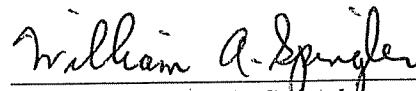
NOW, THEREFORE, be it hereby *RESOLVED* that the Radnor Township Board of Commissioners does hereby approve the Memorandum of Understanding attached.

AND BE IT FURTHER RESOLVED the Board authorizes the Township Manager to execute the Memorandum of Understanding on behalf of Radnor Township.

SO RESOLVED, this 18th day of June, 2012.

RADNOR TOWNSHIP


By:



Name: William A. Spingler

Title: President

ATTEST:


Robert A. Zienkowski, Secretary

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 18th day of June, 2012 by and among RADNOR TOWNSHIP and the RADNOR VETERINARY HOSPITAL, LLC .

BACKGROUND

A. RADNOR TOWNSHIP

Radnor Township remains a community that is proud of its heritage and that still reflects many of the values of its settlers of over 300 years earlier. It is a place of ethnic, cultural, and economic diversity, with neighborhoods full of residents that love to call Radnor their "home," with a public school system that has been rated as one of the finest in the nation; with a vast network of lush parks, playgrounds, and athletic fields; with a long-standing tradition of demanding and receiving high-quality local government services.

This is the Radnor Township of yesterday and today, the Radnor Township that is building foundations for the 21st century, the Radnor Township that is the Best Place to Live in the Philadelphia Region!

B. RADNOR VETERINARY HOSPITAL, LLC

The mission of our animal hospital is to promote pet health here, in Wayne, St. David's and the surrounding communities. We know that our animal companions serve a variety of purposes - some are members of the family, some are service animals, and some are guardians - but all are our friends. We've built a practice you can count on to provide superior care and excellent service. We have assembled a kind-hearted team of caring veterinary professionals at our Wayne animal hospital to provide comprehensive services for a variety of pets.

Dr. Len Donato became the hospital's owner in 2001. He treats dogs, cats, birds, reptiles, ferrets, rabbits, guinea pigs, rodents, amphibians, hedgehogs, sugar gliders and other exotic pets. His other areas of interest include orthopedics and endoscopy along with wildlife and exotic pet medicine and surgery. Joining him in the practice are Dr. Jeffrey Szanto, Dr. Meghan McGrath, Dr. Kimberly Bowers and an experienced team of pet-loving professionals.

We're all pet lovers and pet professionals at Radnor Veterinary Hospital. When you bring your pets to a cat vet or dog vet at our animal hospital, you'll find a family atmosphere where we focus solely on treating your pets with warmth and understanding. Our state-of-the-art veterinary facility is clean, comfortable and efficient. We want pet owners in Wayne, St. David's and beyond to have healthy pets and offer affordable vet services to ensure local dogs, cats, reptiles, birds and exotic pets get the care they need.

Our comprehensive services also include veterinary dentistry, vaccinations, boarding, diagnostic testing, digital radiography, soft tissue and orthopedic surgery and endoscopy.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

A. ROLES AND RESPONSIBILITIES

1. Radnor Township will provide for the immediate detention of the stray dog/cat and will attempt to ascertain ownership information of the animal. This will be accomplished by checking for registration information either via collar registration, rabies tag information or by scanning for microchip by a qualified scanning device as used by Radnor Veterinary Hospital, LLC ("RVH").

2. Radnor Township will attempt to return the stray dog/cat to its owner as soon as possible but if unable to return the dog/cat the following actions will be taken as warranted:

a. During normal business hours, Radnor Township will contact the RVH, 107 N Aberdeen Avenue, Wayne, PA 19087, and turn the stray dog/cat over to authorized personnel at the facility. Radnor Township will furnish the police incident number for the report along with the time, date of recovery and the general location point where the animal was found.

b. After normal business hours/holidays and weekends, Radnor Township will secure the stray dog/cat in the temporary storage facility established at the Radnor Township Municipal Building and see to the care of the animal by supplying water and food until such time the RVH is open and custody of the animal can be safely completed.

3. RVH will take custody of the stray dog/cat from the police or authorized Radnor Township representative only and will care for the dog/cat for a period of time no longer than seven days. The care and housing of the stray dog/cat will be at a cost of \$26 per day for each and every day the stray is in their care. If said stray is cared for at the facility for a period of time less than six hours the cost for care is \$18. RVH will directly bill any owner who's dog/cat has been in their care for any period of time covered by this memorandum.

After seven days, long term adoptions options will be sought and placement of the stray dog/cat will occur. RVH will be responsible for any costs related to the medical care of the dog while in their custody. If an owner is identified at any time, the costs for medical care will be paid for by the owner.

4. Radnor Township and RVH will collaborate in the following manner:

a. Any information involving the dog's/cat's owners will be shared and upon receipt of ownership information Radnor Township will strictly enforce all animal related ordinances.

b. Any housing fees related to a dog not claimed by the owner and being stored at the RVH will be the responsibility of Radnor Township. These fees shall not exceed seven days' worth of housing per any one dog/cat.

B. TERM

1. The term of this MOU shall run from January 1, 2012 through December 31, 2012.

2. The parties' agreement is limited to the jurisdictional boundaries of Radnor Township, Delaware County, Pennsylvania.

C. COMPENSATION

The daily housing fee will be based upon prevailing rates as established by the RVH for storage and care of dogs at their facility.

D. The Township representative dropping off the animal will provide information on a form provided by Radnor Veterinary Hospital LLC. All invoices will be paid within thirty (30) days to Radnor Veterinary Hospital LLC. If invoices are not paid within 30 days, interest will be accrued.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year first above written.

RADNOR TOWNSHIP

By: William A. Spingler
Name: William A. Spingler
Title: President
Date: 06/18/2012

RADNOR VETERINARY
HOSPITAL LLC

By: LEN DONATO, JMS, DPL. ACVP
Name: LEN DONATO, JMS, DPL. ACVP
Title: OWNER/VETERINARIAN (RADNOR)
Date: 6/12/12