

MEMORANDUM OF UNDERSTANDING

2024 BOROUGH STRAY CONTRACT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 1st day of January, 2024 by and among **SWARTHMORE BOROUGH, Delaware County (hereafter known as the “Borough” AND BRANDYWINE VETERINARY HOSPITAL, (hereafter known as “BVH”)**

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. The Borough will provide for the immediate detention of the stray dog 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 a microchip. The Borough’s local animal control officer should have a scanner.

2. The Borough will attempt to return the stray dog to its owner as soon as possible but if unable to return the dog the following actions will be taken as warranted:

A. During normal business hours, The Borough will contact the BVH, 1270 Baltimore Pike, Chadds Ford, PA 19317, and turn the stray dog over to authorized personnel at the facility. The Borough will furnish the animal control 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, the Borough Animal Control Officer will secure the stray dog in the temporary stray hold facility established at BVH. Animal Control Officer will then see to the care of the animal by supplying water and food that is available in the stray hold.

C. If the stray is reported through the Police Department it would be the Police Departments responsibility to also notify the Borough Building that there is a dog in stray hold at BVH.

3. BVH will admit the stray dog from the Animal Control Officer or authorized Borough representative only and will hold the dog for ten days before adoption proceedings by the Borough can take place. The Borough will pay BVH a sum of \$138.00 each month as a reservation fee, which will cover the cost of three (3) days housing per month. The care and housing of the stray dog will be at a cost of \$46.00 per day for each and every day after the stray is in their care. BVH will directly bill the Borough. The Borough will be responsible for reimbursement by the owner for monies paid to BVH by the Borough should the owner of the animal be determined.

4. After ten (10) days, long term adoptions options will be sought by the Borough and placement of the stray dog should occur as quickly as possible. The Borough should try to have a Rescue already in place to take the stray as soon as possible. We would recommend that the pet be placed with a rescue within 30 days.

5. Hours for pick-up of strays by an owner will be limited to the hours of 8 AM to 7 PM Monday, 8AM to 5PM Wednesday and from 9 AM to 4 PM on Tuesdays, Thursdays and Fridays. No pick-ups will be permitted on Saturdays, Sundays or Holidays.

6 A veterinarian will examine each animal and administer Kennel cough and Rabies vaccinations and a Fecal Test the next available business day. The fee for this service is \$184.50.

7. Both the Borough and BVH will utilize the means within their ability to educate the public about the Stray animal in an attempt to locate the owner of the animal being detained. This will include the use of Social media and forms of identity available.

B. TERM

1. The term of this MOU shall run from January 1, 2024 through December 31, 2024.

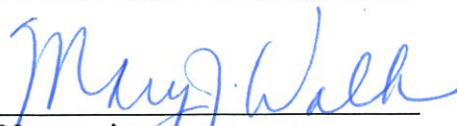
2. The agreement is limited to the jurisdictional boundaries of Swarthmore Borough, Delaware County, Pennsylvania.

C. COMPENSATION


The daily housing fee will be \$46.00 per day. Swarthmore Borough will provide a payment of \$138.00 monthly to BVH as a reservation fee. This fee will provide for three (3) days of housing per month. Payment by the Borough will be made within 30 days of receipt of an invoice.

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.

SWARTHMORE BOROUGH

By: 
Name: Mary J. Walk
Title: President of Council
Date: 11/13/23

**BRANDYWINE VETERINARY
HOSPITAL**

By: 
Name: Bradley S. Gray, VMD
Title: Owner
Date: 10/1/2022