



March 16, 2012

Town of Danville
Chief of Police
PO Box 443
Danville, NH 03819

Dear Chief,

Enclosed you will find the new 2012 – 2013 City/Town Agreement illustrating terms and fees for Impoundment (stray) Services. Please note that this year's contracted services are once again specific to the impoundment of stray domestic companion animals as may be found at large in the Town of Danville by an ACO or other town official. We have also enclosed a copy of the Incoming Animal Receipt form used for owner or Town surrendered animals (after impoundment) which must be completed and brought in at the time of surrender.

The holding of owned animals in Protective Custody for the Town of Danville is and continues as a separate part of this agreement and must be arranged with the NHSPCA on a case by case basis. The billing for such services is outlined in Section B of this contract.

We ask that you sign both copies of the enclosed contract and return one to me (envelope enclosed) and keep the other for your records.

Sincerely,

A handwritten signature in cursive script that reads "Brooke S. Tetz".

Brooke S. Tetz
Accounting Manager
603-772-2921 x 108
btetz@nhspca.org
www.nhspca.org

New Hampshire Society for the Prevention of Cruelty to Animals

P.O. Box 196 • 104 Portsmouth Avenue • Stratham, New Hampshire 03885 • Telephone (603) 772-2921 • Fax: (603) 778-7804
www.nhspca.org



City-Town Agreement

Agreement made April 1, 2012 by and between The Town of Danville, NH hereinafter called *The Stated Town* and the New Hampshire Society for the Prevention of Cruelty to Animals, hereinafter called *Society*.

Section A:

IMPOUNDMENT SERVICES FOR STRAY ANIMALS: Fees to be billed quarterly to the The Stated Town according to the Fee Schedule. The maximum hold time will be seven days per animal (ten days for rabies quarantine).

Witnesseth:

1. The Society is hereby employed and authorized to act as the impoundment and care facility for unclaimed domestic companion stray animals as may be found at large in the The Stated Town, NH. While these animals are in our facility, the Society will provide food, water, shelter and other humane animal care services including necessary and emergency veterinary services deemed to benefit the animal(s) up to and including euthanasia. Society accepts no responsibility for the ownership of the animal(s) while being held by the Society. The Stated Town relinquishes all rights and claims to all dogs and positive I.D. cats when turned over to the Society after seven (7) days, and all other cats and animals after five (5) days. If at the end of each respective holding period, the animal(s) has not been reclaimed by the owner, Society will place for adoption or otherwise dispose of the animal(s) pursuant to RSA 466:18.
2. Society will dispose of stray domestic companion animals brought to the facility dead on arrival by the The Stated Town authority. The Society does not provide euthanasia or disposal of privately owned (citizen's) animals.
3. Society shall provide admission, euthanasia, and disposal of feral (wild) cats that may be brought in by the The Stated Town.
4. At the The Stated Town's request, the Society shall rabies quarantine and provide care for any stray domestic companion animal known to have bitten a person or another animal up to 10 days from date of bite. In the case that an owner is found, the The Stated Town is ultimately responsible for payment if the owner refuses to or is unable to pay. If requested, Society shall provide euthanasia and disposal of Rabies Quarantined animals after the 10 day holding period. ***The Society does not offer Rabies Quarantine services to the public for owned animals; this service is for stray domestic companion animals only.***
5. Society shall accept admittance to the facility any domestic companion animal that was willfully surrendered by an owner to the The Stated Town authority. A completed Incoming Animal Receipt form with the owner's signature and date must accompany the animal at time of surrender.
6. In the event a stray animal being impounded is reclaimed by the owner, all impoundment fees will be paid by the owner in lieu of the The Stated Town.



Section B:

NHSPCA CRUELTY INVESTIGATION SERVICES: Fees to be billed monthly to the The Stated Town according to Fee Schedule, throughout the duration of a case.

1. The Society is hereby employed and authorized to act as the impoundment and care facility for Rescued/Seized/Protective Custody animals as may be found in the The Stated Town, New Hampshire. While these animals are in our facility, the Society will provide humane animal care services (as described in Paragraph 1 of Impoundment Services) Society accepts no responsibility for the ownership of the animal(s) while being held by the society.
2. While the Society agrees to house the animal(s) at our facility while awaiting disposition by the courts, the The Stated Town, NH agrees to pay a holding fee per animal as listed in the Fee Schedule. While the animals are in our custody, the Society reserves the right to obtain assistance from other Agencies, and Foster Homes to help house and care for the animals if we are short of space. The Society will assure the other holding Agencies and Foster Homes will follow the same policies and procedures listed in this contract, up to and including all holding fees and veterinarian care. The The Stated Town, NH also agrees to pay all medical costs incurred per animal while held by the Society.
3. The Stated Town, NH has the legal right under RSA 644:8 IV. (a) Cruelty to Animals to recover all costs incurred for the boarding and treatment of the animals from the owner, pending disposition of the case.
4. The Society will work with The Stated Town Police Departments and their Officers in the investigation and prosecution, if needed, of cruelty to animal complaints.
5. The Stated Town in its discretion will prosecute all violations of the The Stated Town ordinances and State animal cruelty laws requiring police action and seek restitution.
6. The Stated Town is responsible for all fees incurred for any services provided by the Society. It is up to the The Stated Town, NH to recover the restitution from a person convicted, not the Society.

TERMS & CONDITIONS

1. This Impoundment Services portion of this contract is to run for a term of twelve (12) months from this date. Either party may terminate this contract at any time during the term thereof by supplying the other party thirty (30) days notice in writing of intent to terminate the contract. Without written notice, this contract shall remain in affect until a new contract is executed by Society and the The Stated Town.
2. The Cruelty Investigation Services portion of this contract is in effect during each case until a case is closed, all fees paid and the case is adjudicated by the courts.
3. The Stated Town agrees to pay any and all expenses and costs, including but not limited to, attorney's fees should there be a breach of this contract.
4. The Stated Town shall hold Society harmless and indemnify it for any causes of action, claims, lawsuits or demands made against Society.



5. The Society reserves the right to refuse admittance of any animal not considered a domestic companion animal. The Stated Town agrees to contact the Society for approval prior to bringing any questionable animal for admittance.

FEE SCHEDULES

Impoundment Services

<i>Admission of Surrendered Animal</i>	\$25 / animal	
<i>Holding of unclaimed stray domestic companion animals</i>	\$150 per week / Dogs \$125 per week / Cats and Other Animals	
<i>Rabies Quarantine* 10 day hold (double kennel required)</i>	\$340 Dogs \$230 Cats	
<i>Rabies Quarantine Vet Exam for Disposition of Animal (required by law of all rabies suspects)</i>	\$25 per animal	
<i>Euthanasia after Rabies Quarantine</i>	\$60 / Large Dog \$40 / Small Dog / Cat \$25 / Small Mammal	\$110 / Aggressive Dog
<i>Admission & Euthanasia of Feral Cat</i>	\$60 / cat	
<i>Disposal of animal remains (either DOA or after Euthanasia)</i>	\$50 / dog \$35 / cat or other animal	

Cruelty Investigation Services

<i>Holding of animals awaiting disposition by the courts*</i>	\$25 1 st Day and \$20 per additional day / Dogs	* \$30 per Day Aggressive Animal
	\$25 1 st Day and \$15 per additional day / Cats and Other Animals	

City/Town Authorized Signature below indicates entry into contract for: (please select)

- Section A:** Impoundment Services only
Section B: Cruelty Investigation Services only
Section A & B: Both Impoundment and Cruelty Investigation Services

Town of Danville authorized signature

Date

Print name

Title

NHSPCA authorized signature

Date

Lisa Dennison

Print name

Executive Director

Title



New Hampshire SPCA
 PO Box 196
 104 Portsmouth Ave,
 Stratham, NH 03885
 603-772-2921

Incoming Animal Receipt

Date: _____ **Animal Identification:** _____
Time: _____ **Location City:** _____
Shelter Entry Route: _____

Incoming Animal	
Animal Name: Animal ID: Species: Primary Breed: Secondary Breed: Sex: Altered: Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> Age: Primary Color: Secondary Color: Color Pattern: Coat Description:	Animal's Status: Surrender Reason: Name: Address: Phone:

Surrender Conditions

Citizen: This is to certify that I have on this date irrevocably surrendered to the NHSPCA, an animal(s) of which I have legal custody and/or control. If this animal's status was stray, then the NHSPCA may search for the owner if necessary. The NHSPCA may find someone that will provide the animal with a suitable home, or the NHSPCA may humanely euthanize the animal(s). To the best of my knowledge this animal has not bitten anyone in the last 10 days.

Police: This is to certify that I, acting as an agent for the police department listed above, have found at large, the animal(s) described on this page.

Signature: _____ Date: _____

Voluntary Euthanasia Conditions

I hereby surrender the above described animal(s) irrevocably to the NHSPCA. The NHSPCA has agreed to humanely euthanize the animal(s) for me due to reasons described above. To the best of my knowledge, the animal(s) has (have) not bitten anyone in the last 10 days.

Signature: _____ Date: _____



New Hampshire SPCA
 PO Box 196
 104 Portsmouth Ave,
 Stratham, NH 03885
 603-772-2921

Incoming Animal Receipt

Date: _____ **Animal Identification:** _____
Time: _____ **Location City:** _____
Shelter Entry Route: _____

Incoming Animal		
Animal Name:	Animal's Status:	
Animal ID:	Surrender Reason:	
Species:	Name:	
Primary Breed:		Address:
Secondary Breed:		
Sex:		
Altered: Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/>		
Age:		
Primary Color:		
Secondary Color:		
Color Pattern:		
Coat Description:		
		Phone:

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Time: _____ **Location City:** _____
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Incoming Animal	
Animal Name:	Animal's Status:
Animal ID:	Surrender Reason:
Species:	Name:
Primary Breed:	Address:
Secondary Breed:	
Sex:	
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