

CONTRACT FOR DOG CONTROL SHELTER FOR THE
TOWN OF PUTNAM VALLEY, NY

This contract is made by and between the Town of Putnam Valley, NY a municipal corporation hereinafter referred to as the "Town" and the Putnam County Society for the Prevention of Cruelty to Animals, Inc., a non-profit corporation hereinafter referred to as the "Society". The Town is in need of a "Contract Shelter" to comply with the New York State Agriculture and Markets Law, Article 7, (106 - 124) LICENSING, IDENTIFICATION AND CONTROL OF DOGS which states that:

§ 114. Pounds and shelters.

- 1. Each town and city, and each village in which licenses are issued shall, and any other village and any county may, establish and maintain a pound or shelter for dogs.*
- 2. In lieu of or in addition to establishing and maintaining such pound or shelter, any town or city, or any village in which licenses are issued shall, and any other village and any county may, contract for pound or shelter services with any other municipality or with any incorporated humane society or similar incorporated dog protective association, or shall establish and maintain, jointly or with one or more other municipalities, a pound or shelter.*

The Town is seeking to contract said sheltering of "dogs at large" as required by law, and the Society is hereby assigned, authorized, delegated, and empowered to become the Town's contract shelter; assist in issuing dog licenses; become the impounding facility for all "dogs at large" brought by the Town's Dog Control Officer to the Society and seized as a result of violations of the "dog at large" regulations; to place or humanely dispose of such animals as come into its control.

In the furtherance of these obligations, the Society agrees to:

1. provide for and maintain proper shelter and care for "dogs at large" which come into its custody.
2. make every attempt to adopt qualified dogs not redeemed.
3. appoint competent and qualified agents for the carrying out of the responsibilities under this contract, who shall be responsible to the elected officers of this Society.
4. provide proper food, water, shelter, and other humane treatment for such seized dogs while they are in the Society's possession and until placed or otherwise humanely disposed of by the Society. Society shall have the use of the Town's current dog shelter for this purpose.
5. collect all fines, board, adoption, and impoundment fees and shall keep proper financial records to account for same. The Society will permit the Town, at all reasonable times, to inspect and audit such records and shall make such reports of monies received as shall be required.

6. maintain a record of all “dogs at large” taken into custody and impounded, showing the date, place, reason, and manner whereby seized dogs were brought into custody with a description of the dog and a record of its final disposition.

As per Article 7, the “dog at large” shall be held by the Society for a period of seven days following personal notification to the owner (nine if the owner is notified by mail) during which time the owner shall have the right to redeem their dog (the “redemption period”). All fees collected shall be set by the Town and once collected by the Society, revert to the Town. During this redemption day period, all medical costs necessary to alleviate any suffering or requirements (rabies vaccinations, etc.) that the seized dog may have is to be borne by the Town. Medical care will continue to be provided by a Town approved veterinarian, to be named by the Town. All bills will be sent directly to the Town by approved veterinarian for payment. At the end of the redemption period, the seized dog shall become the property and sole responsibility of the Society. All costs of medical care and adoption will be the responsibility of the Society. Any fees received pertaining to the adoption shall be the property of the Society.

This contract relates to the following:

1. “Dogs at large” seized by the Town’s Dog Control Officer and brought to the shelter.
2. Any and all animals seized pursuant to an animal cruelty arrest and held in custody until signed over to the Society by the owner or awarded the Society as part of a court ordered judgment in the case.
3. Dogs seized as “Dangerous Dogs” shall be billed directly to the dog’s owner at \$25 per day and made payable to the Society.
4. Dogs held at the direction of the Health Department for biting shall be billed directly to the dog’s owner at \$25 per day and made payable to the Society.

This contract does not include, nor shall the Society be responsible for, animals brought to the shelter for surrender by their owners.

Authority/Liability/Insurance

(1) Society is hereby designated as the Town’s “Dog Control Officer” for purposes of Chapter 51 of the Putnam Valley Town Code, and shall have and exercise all of the authority conferred thereby.

(2) Society shall hold Town harmless from, and indemnified against, any and all liability arising out of its exercise of the authority and discharge of the responsibility assumed by it pursuant to this contract.

(3) Society shall maintain a liability insurance policy in the face amount of at least \$ _____ million, and will cause Town to be named as an “additional insured” under said policy.

(2) Society shall hold Town harmless from, and indemnified against, any and all liability arising out of its exercise of the authority and discharge of the responsibility assumed by it pursuant to this contract.

(3) Society shall maintain a liability insurance policy in the face amount of at least \$_____ million, and will cause Town to be named as an "additional insured" under said policy.

Term

This contract shall be for a term of _____ year(s), commencing _____, 2014, and ending _____.

Compensation

Town will pay Society the annual sum of \$20,000 for the services to be rendered hereunder, in equal monthly installments of \$1666.67 on or before the first of each month commencing ____, 2014.

Dated: August _____, 2014

Town of Putnam Valley

By: _____
Robert Tendy, Supervisor

Putnam County SPCA

By: _____
Kenneth Ross, Pres.