

**DOG CONTROL OFFICER SERVICE CONTRACT 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 "SOCIETY" agrees to undertake the role of Dog Control Officer/Warden for the "TOWN". The "SOCIETY" will provide a trained Dog Control Officer/Warden as its employee. The "SOCIETY" will also provide trained "back-up" for the position of Dog Control Officer/Warden at no additional cost to the "TOWN".

1. The Society will, through duly appointed and legally qualified agents and officers, enforce all animal regulation laws of the Town of Putnam Valley Code and the NYS Agriculture and Markets Law and will capture/seize and impound dogs found running at large in the Town of Putnam Valley, NY. The SOCIETY will enforce violations of ordinances relating to stray dogs, to the licensing of dogs, to the restraint of dogs, complaints of barking, dangerous dog complaints and biting.
2. The Society will cooperate with the Health Department by following procedures required by the ordinance concerning persons or dogs bitten by a dog in the Town of Putnam Valley.
3. The Society will investigate all reports of violations of Town ordinances relating to dog control and regulation and, when warranted by the facts, shall cause to be prosecuted all persons charged with violation of said ordinances.
4. The Society shall employ individuals to enforce the provisions of, and to perform as dog control officers/wardens. The Society shall be responsible for all continuing education training of Dog Control Officers/Wardens to assure their continued compliance with State educational and training requirements.
5. The Dog Control Officer/Warden shall be on call 24 hours/7 days per week.
6. The Society shall provide a cell phone for the Dog Control Officer/Warden to use in the performance of their duties and as a means to contact during all hours.
7. The Society shall provide a vehicle, insurance, maintenance and fuel for use of Dog Control/Warden included in the below Annual Proposed Price.

This Contract obligates the Society to provide the same services currently handled by the Dog Control Officer/Warden employed by the Town of Putnam Valley, but in a 24/7/365 day basis. Costs associated with the town employee such as Workman's Compensation, Liability Insurance, payroll costs, backup coverage, additional training, equipment, etc. will all be borne by the Society.

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 \$ 1 million, and will cause Town to be named as an "additional insured" under said policy.

Term

This contract shall be for a term of 1 year(s), commencing 1/2 2015, 2014, and ending 12/31/2015.

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 1/2/2015 ~~2014.~~

January 1, 2015

Dated: August , 2014

Town of Putnam Valley

By: [Signature]
Robert Tendy, Supervisor

Putnam County SPCA

By: [Signature]
Kenneth Ross, Pres.

**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 \$ 1 million, and will cause Town to be named as an “additional insured” under said policy.

Compensation

Town will pay Society the annual sum of \$19,000 in consideration for its services to be rendered hereunder, in equal monthly installment of \$1583.33 on or before the first of each month commencing 1/2, 2014. ~~2014~~ 2015

At Town's option, to be exercised no later than _____, 2014, Society shall use the Town's existing dog shelter in fulfilling its obligations under this contract. In such event:

- (a) Society shall be paid the annual sum of \$15,000 for its services hereunder, payable in equal monthly installments of \$1,250 on or before the first of each month commencing _____, 2014; and
- (b) Town shall be responsible for the structural maintenance of the shelter building throughout the term of the Agreement.

Term

This contract shall be for a term of 1 year(s), commencing 1/2, 2014, and ending 12/31/2015.

Dated: 1/2/2015
August _____, 2014

Town of Putnam Valley

By: [Signature]
Robert Tendy, Supervisor

Putnam County SPCA

By: [Signature]
Kenneth Ross, Pres.