

DOG CONTROL HOUSING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__, by and between

DUTCHESS COUNTY SPCA,

a New York Not-For- Profit Corporation

having an address of 636 Violet Avenue, Hyde Park, New York 12538

Hereinafter referred to as “DCSPCA”

And

CITY OF BEACON,

a municipal corporation

Hereinafter referred to as the “CITY”

WHEREAS, the CITY OF BEACON Dog Control Officer, hereinafter referred to the “DCO”, is empowered to seize dogs pursuant to the provisions of Agriculture and Markets Law Article 7, §117; and

WHEREAS, this Agreement applies only to dog(s) seized by the DCO that are running at large; and

WHEREAS, pursuant to Agriculture and Markets Law Article 7, §117, dogs seized by a DCO are required to be properly fed and watered during the applicable redemption period; and

WHEREAS, DCSPCA maintains a kennel for boarding dogs and other animals at its office located at 636 Violet Avenue, Hyde Park, New York, 12538; and

WHEREAS, the CITY wishes to contract with DCSPCA to provide shelter for dogs seized by the DCO upon terms and conditions hereinafter set forth.

NOW, THEREFORE, it is hereby agreed by and between DCSPCA and the CITY as follows:

- 1) **RECITATION INCORPORATED:** These recitations above set forth are incorporated in this Agreement as if fully set forth and recited herein.
- 2) **TERM OF AGREEMENT:** This agreement shall be become effective January 1, 2019 and shall continue until December 31, 2019.

3) **BOARDING:** DCSPCA hereby agrees to provide boarding, which included shelter, food and water, as required by the Law for the following dogs:

- a) Any/all dogs running at large (stray) seized by the DCO as outlined by the Agriculture and Markets Law Article 7, §117(1) & (2); and
- b) Any/all dogs who have been seized by a court order pending a “dangerous dog” hearing, as outlined by the Agriculture and Markets Law Article 7, §123(2).

All dogs seized by the DCO shall be delivered to the offices of DCSPCA at 636 Violet Avenue, Hyde Park, New York 12538.

4) **HOLDING PERIOD:** In order to provide the owners a reasonable time period in which to reclaim their seized dog, the DCSPCA and the CITY agree to the following:

- a) For dogs running at large (strays):
 - i) Dogs that are not appropriately identified, as outlined by the Agriculture and Markets Law Article 7, §117(4), will be held for five (5) days from the date they enter the shelter;
 - ii) Dogs that are appropriately identified, as outlined by the Agriculture and Markets Law Article 7, §117(6), will be held for seven (7) days from the date they enter the shelter. The CITY is responsible for notifying the owner of the seizure, as per the Agriculture and Markets Law Article 7, §117(6).
 - iii) Upon expiration of the above stated holding periods, any and all dogs that have not been reclaimed by their owner, will become the property of the DCSPCA, as outlined by the Agriculture and Markets Law Article 7, §117 (7-a).
- b) For dogs seized under a court order pending a “dangerous dog hearing”, as outlined by the Agriculture and Markets Law Article 7, §123(2) as per :
 - Dogs will be held until final disposition by the court OR a maximum of fourteen (14) days, whichever comes first. If the final hearing has not been held by the end of the fourteenth day, the CITY will be responsible to make alternate arrangements housing of such dogs. The DCSPCA may consider continued housing on a case by case basis to be negotiated with the CITY.

- 5) **UNCLAIMED DOG DISPOSITION:** Unclaimed dogs will be evaluated by the DCSPCA staff to determine if a dog's disposition and temperament will enable it to be adopted. If the dog is determined to be adoptable, it will be placed for adoption by the DCSPCA. If the dog is determined to not be adoptable, the DCSPCA will determine the best options for the dog. The DCSPCA reserves the right to handle the final disposition of dogs determined to be unadoptable within the Mission Statement of the DCSPCA.
- 6) **RABIES VACCINATION:** As outlined by the Agriculture and Markets Law Article 7, §109(1)(a), for all dogs that are to be reclaimed, the owner must provide proof of CITY license, including proof of rabies vaccination. As such, the DCSPCA will not release any dog to its owner without proof of current CITY license and rabies vaccination. In the event that the dog is not up-to-date on its rabies vaccine and/or the owner is unable to provide proof of such vaccine to the CITY, the DCSPCA will administer a rabies vaccine to the dog prior to redemption and will charge the owner for the cost of this service.
- 7) **EMERGENCY VETERINARY CARE:** In the event that a dog that is boarded is determined, by best judgment of the DCSPCA medical staff, to be in need of emergency veterinary care, the DCSPCA will arrange medical care for the dog. As per **FEES**§8c below, the CITY will be charged for the veterinary fees as incurred by the DCSPCA in the event the dog is not redeemed by the owner. The CITY shall have the right to recoup the fees from the owner.
- 8) **FEES:**
- a) Boarding:
- i) The DCSPCA boarding fee is \$55.00 per day. The first day is charged upon admission to the shelter and each subsequent day is calculated upon the dog being on the DCSPCA property at 12:00 am each day.
 - ii) For dogs that are reclaimed by their owner, the owner will be required to pay the boarding fee directly to the DCSPCA. If an owner is unable or unwilling to pay this fee within the holding period, the dog will not be released to the owner and the dog will become the property of the DCSPCA upon expiration of the holding period.
 - iii) For dogs that are not reclaimed by the owner, the DCSPCA will invoice the CITY for the boarding fee.
 - iv) For dogs that have been seized due to running at large and have been previous deemed a "dangerous dog" by order from a Court of competent jurisdiction AND dogs that have been seized by court order pending a dangerous dog hearing, there will be fee of \$150.00 in addition to any and all daily boarding fees.
- b) Core Vaccinations:
- i) The fee for core vaccines (Rabies, Distemper and Bordetella) is \$60.00
 - ii) For dogs that are reclaimed by their owner, the owner will be required to pay the vaccine fee directly to the DCSPCA. If an owner is unable or unwilling to pay this fee

within the holding period, the dog will not be released to the owner and the dog will become the property of the DCSPCA upon expiration of the holding period.

- iii) For dogs that are not reclaimed by the owner, the CITY will not be billed for the vaccines.

c) Emergency Veterinary Care

- i) For services provided by the DCSPCA medical team, the DCSPCA usual and customary fees will be applied.
- ii) For care that requires services from a community-based veterinarian, the actual fee from the veterinarian will be applied. The DCSPCA will make the determination of which community-based veterinarian will be utilized.
- iii) For dogs that are reclaimed by their owner, the owner will be required to pay the medical care fees directly to the DCSPCA. If an owner is unable or unwilling to pay these fees within the holding period, the dog will not be released to the owner and the dog will become the property of the DCSPCA upon expiration of the holding period.
- iv) For dogs that are not reclaimed by the owner, the CITY will be billed for the medical care fees. The CITY shall have the right to recoup the fees from the owner.

9) RECLAIM/REDEMPTION OF DOGS: In an effort to simplify the billing process for both the DCSPCA and the CITY, both parties agree that for those cases in which the owner wants to reclaim their dog, the owner must pay any and all CITY fees/fines directly to the CITY and directly pay any and all DCSPCA fees directly to the DCSPCA. As such, the following process will be employed:

- a) All owners will be informed by the CITY and/or the DCSPCA of the necessary documentation and fees to be paid in order to reclaim their dog as well as the process to accomplish this task.
- b) Upon payment of the CITY fee, the CITY will issue a copy of the Agriculture and Markets Department Form DL-18 (or comparable form) to the dog owner or designee, which will evidence that the CITY has received all CITY reclaim/redemption fees. The owner will be instructed to present this documentation to the DCSPCA to reclaim their dog. Additionally, they will be informed of the need to pay the boarding and other applicable fees directly to the DCSPCA upon reclaiming their dog.
- c) The DCSPCA shall be available to process reclaims of dogs at its office on the following days:
 - i) Monday thru Friday: 9:00 am to 4:00 pm.
 - ii) Saturday and Sunday: 12:00 pm to 4:00 pm
 - iii) Dogs may not be reclaimed on observed holidays

- 10) KENNEL SPACE:** At all times, the DCSPCA will provide kennel space for all dogs that are seized; the Dog Control DCO will have twenty-four (24) hour access to DCSPCA kennels for the delivery of dogs. The DCO will be required to complete DCSPCA paperwork and ensure that the dog has food, water and bedding in its kennel.
- 11) INDEMNIFICATION:** The DCSPCA shall defend, indemnify and hold the CITY, its officials, officers and employees harmless from and against all actions, proceedings, claims, damages, liabilities, losses and expenses including, without limitation, reasonable attorney's fees arising out of the wrongful actions of the DCSPCA. The CITY shall defend and indemnify and hold the DCSPCA, its officials, officers and employees harmless from and against all actions, proceedings, claims, damages, liabilities, losses and expenses including, without limitation, reasonable attorney's fees arising out of the wrongful acts or admissions of the CITY.
- 12) APPLICABLE LAW:** This Agreement shall be governed by, construed and enforced in accordance with the laws of New York with regard to conflicts of laws and principles of law.
- 13) WAIVER:** No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for repetition of such or any other breach unless the waiver shall specifically include the same.
- 14) MODIFICATION:** This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.
- 15) NOTICES:** All notices, demands, requests, consents, approvals or other communications (for the purpose of this paragraph collectively called "Notices") required or permitted to be given hereunder to any party to this Agreement shall be in writing and shall be sent overnight delivery service or registered or certified mail, return receipt requested, postage prepaid.
- 16) SUCCESSORS and ASSIGNS:** This Agreement shall apply to bind the successors and heirs, administrators and executor of the parties hereto.
- 17) ENTIRE AGREEMENT:** This written Agreement, when signed by all parties, forms the entire Agreement between the parties and replaces and supersedes all prior Agreements or undertakings between the parties, if any.

18) BINDING EFFECT: This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

19) AUTHORIZATION: This Agreement was authorized by Resolution of the Board of the CITY OF BEACON duly adopted at a regular meeting of the Board held on the _____ day of _____, _____.

20) TERMS: This contract can be cancelled at any time from either party with sixty (60) days written notice.

21) PAYMENT: All bills submitted to the CITY will be paid within thirty (30) days. If no payment is made to the DCSPCA within sixty (60) days the DCSPCA reserves the right to charge a \$50.00 per month surcharge.

IN WITNESS WHEREOF, the parties have executed this Agreement in two (2) counter parts, each of which shall constitute an original, the day and year first above written.

DUTCHESS COUNTY SPCA

By: _____
Lynne Melocco, Executive Director

CITY OF BEACON

By: _____
Randy Casale, Mayor