

DOG CONTROL HOUSING AGREEMENT

THIS AGREEMENT, made this ____ day _____, 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 the "DCSPCA"

&

CITY OF BEACON
Having an address of 1 Municipal Plaza, Beacon, New York 12508
A municipal corporation
Hereinafter referred to as the "CITY"

WHEREAS, the CITY OF BEACON Animal Control Officer, hereinafter referred to as the "ACO", 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 ACO; and

WHEREAS, pursuant to Agriculture and Markets Law Article 7, §117, dogs seized by the ACO 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 the DCSPCA to provide shelter for dogs seized by the ACO 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 become effective January 1, 2020 and shall continue until December 31, 2020. This agreement may be terminated by either party upon thirty (30) days written notice to the other.
- 3) **BOARDING:** DCSPCA hereby agrees to provide boarding, which includes shelter, food and water, as required by the Law for the following dogs:
 - a. Any and all dogs running at large (unidentified) seized by the ACO as outlined by the Agriculture and Markets Law Article 7, §117 (1) & (2) ; and
 - b. Any and 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 ACO shall be delivered to the offices of DCSPCA and 636 Violet Avenue, Hyde Park, New York 12538.

- 4) DOGS SEIZED FOR REASONS OTHER THAN §117 (1) & (2) AND §123 (2):** Any and all dogs seized for reasons other than those listed under Article 7, §117 (1) & (2) and §123 (2), which sections were in full force and effect at the time of this agreement, are not to be boarded and held other than for safekeeping purposes. The DCSPCA must not refuse to board and hold dogs seized for safekeeping purposes or pursuant to this paragraph. These include dogs seized for reasons such as owner death, car accident, cruelty, owner arrest, etc. Said dogs must be released to City of Beacon Animal Control upon his/her request. Therefore, the City of Beacon Animal Control Officer may make corrections or amendments to an impoundment form if a determination is made that the reasons for dog seizure are for reasons other than pursuant to §117 (1) & (2) AND §123 (2). The holding periods for unidentified and identified dogs pursuant to §117 (4) & (6) respectively, will be applicable.
- 5) 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 (unidentified):
 - 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 a maximum of nine (9) 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 redeemed 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), said 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 for the housing of such dogs. The DCSPCA may consider continued housing on a case by case basis to be negotiated with the CITY. If it is agreed by both parties that the dog shall be euthanized, either pursuant to a Court order or otherwise, said costs of euthanasia procedure shall be the responsibility of CITY.
 - c. For dogs that are being held for a 10-day Rabies observation period:
 - i. DCSPCA may take ownership of said dog upon expiration of the 10-day Rabies holding period if there is no owner to reclaim said dog; or

- ii. If an owner becomes known to DCSPCA or CITY, owner may reclaim said dog during the 10-day rabies observation holding period if the Dutchess county Department of Health provides written approval of the dog's release to its owner.

6) 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 option 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. If it is determined that the dog shall be euthanized, either pursuant to a Court order or otherwise, said costs of euthanasia procedure shall NOT be the responsibility of CITY. CITY shall not be liable for determinations made by the DCSPCA pursuant to this paragraph.

7) RABIES VACCINATION: As outlined by the Agriculture and Markets Law Article 7, §109 (1) (a), for all dogs that are to be redeemed, 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 the current city license and the 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.

8) EMERGENCY VETERINARY CARE: In the event that an impounded dog is determined, by best judgement of the DCSPCA medical staff, to need emergency veterinary care, the DCSPCA will arrange medical care for the dog. All expenses related to such care will be the responsibility of the owner. If there is no owner or said dog is not redeemed by the owner, said costs shall be borne by DCSPCA.

9) FEES:

a. Boarding:

- i. The DCSPCA boarding fee shall be **FIFTY DOLLARS (\$50.00)** 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 pm each day.
- ii. For dogs that are reclaimed by their owner, the owner will be required to pay the boarding fees, medical expenses, seizure fees, and licensing fees to the CITY CLERK'S OFFICE. 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. DCSPCA will invoice the CITY monthly for boarding fees paid by owner.

- iii. For dogs that are not redeemed by the owner, the DCSPCA will invoice the CITY for the boarding fee for the period running from the date of seizure until the expiration of the applicable redemption period.
- b. Vaccination(s):
 - i. The fee for core vaccinations (Rabies, Bordetella and Distemper) shall be **SIXTY (\$60.00) DOLLARS.**
 - ii. For dogs that are redeemed by their owner, the owner will be required to pay the vaccine fee to the CITY CLERK'S OFFICE at time of redemption. DCSPCA will invoice the CITY monthly for vaccine fees paid by owner.
 - iii. 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.
 - iv. For dogs that are not redeemed by the owner, the CITY will not be billed for the Rabies vaccine.
- c. 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 CITY 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 to the CITY CLERK'S OFFICE. DCSPCA will invoice the CITY monthly for DCSPCA veterinary fees paid by owner.
 - iv. If an owner is unable or unwilling to pay the 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.
 - v. For dogs that are not redeemed by the owner, the CITY will NOT be responsible for any DCSPCA administered medical care fees incurred during the redemption holding period.

10) RECLAIM/REDEMPTION OF DOGS:

- a. All owners will be informed by the CITY and DCSPCA of the necessary documentation and redemption, license and/or other fees to be paid in order to reclaim their dog as well as the process to accomplish this task. The DCSPCA shall provide such information to the owner as part of its notice given pursuant to Paragraph 5 (a) (ii) of the agreement.
- b. Upon payment of all city fees, the CITY will issue a license tag and certificate for said dog, and a receipt of payment. The owner will be instructed to present this documentation to the DCSPCA in order to reclaim their dog. The DCSPCA will release the dog after proper documentation has been presented and the owner of

the dog has signed the dog's Agriculture and Markets Department Form DL-18 (or comparable form).

- 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

11) KENNEL SPACE: At all times, the DCSPCA will provide kennel space for all dogs that are seized; the ACO will have 24 hour access to the DCSPCA kennels for the delivery of dogs. The ACO will be required to complete the DCSPCA paperwork and ensure the dog has food, water and bedding in its kennel.

12) IDEMNIFICATION: 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 or omissions of the DCSPCA. The CITY shall defend, 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 actions or omissions of the CITY.

13) APPLICABLE LAW: This Agreement shall be governed by, construed and conformed in accordance with the laws of New York State with regard to conflicts of laws and principles of laws.

14) WAIVER: No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by both parties. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause for reception of such or any other breach unless the waiver shall specifically include the same.

15) 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.

16) 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 with return service requested, and/or e-mail.

17) SUCCESSORS AND ASSIGNS: This Agreement shall apply to bind the successors and heirs, administrators and executor of the parties hereto.

18) ENTIRE AGREEMENT: This written Agreement, when signed by both parties' forms the entire Agreement between the parties and replaces and supersedes all prior Agreements or undertakings between the parties, if any.

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

20) PAYMENT: All bills properly submitted to the CITY in accordance with this Agreement will be paid within sixty (60) days.

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

DUTCHESS COUNTY SPCA

By: _____

Lynne Meloccaro, Executive Director

Date: _____

CITY OF BEACON

By: _____

Randy Casale, Mayor

Date: