

## INTERMUNICIPAL AGREEMENT DOG CONTROL SERVICES

THIS AGREEMENT made and entered into by and between by the TOWN OF MONROE, having offices located at 1465 Orange Turnpike, Monroe, New York 10950 and the TOWN OF WOODBURY, having offices located at 511 Route 52, Highland Mills, New York 10930, both being municipal corporations organized under the Laws of the State of New York and authorized to enter into this agreement pursuant to Article 5-G of the General Municipal Law.

### WITNESSETH

#### Section 1. Term.

This Agreement shall take effect July 31, 2017 and shall terminate on **December 31, 2017**.

#### Section 2. Services.

As necessary, the Town of Woodbury shall, during the term of this Agreement, make available "on call" an Animal Control Officer ("ACO") to provide retrieval, dog boarding, and care services for dogs that are retrieved by said Officer and for those dogs delivered to the Woodbury Animal Shelter by Town of Monroe Officials, authorized individuals, and Police Officers. If called, the Town of Woodbury ACO shall make all reasonable efforts to retrieve dogs from locations within the Town of Monroe and transport those dogs to the Woodbury Animal Shelter. The Town of Woodbury shall board and care for all dogs seized or transported seized pursuant to this Agreement.

#### Section 3. Fees.

##### A. Impound Fees:

A one-time fee of two hundred dollars (\$200.00) shall be paid for each dog impounded by the Town of Woodbury ACO Monday through Friday between the hours of 8:00 A.M. and 4:00P.M., excluding holidays ("on duty hours").

A one-time fee of three hundred fifty dollars (\$350.00) shall be paid for each dog impounded by the Town of Woodbury ACO during off duty hours and on holidays.

##### B. Pick Up/Transportation Service Fees:

A one-time fee of one hundred fifty dollars (\$150.00) shall be paid each time the Town of Woodbury ACO picks up and transports a dog from any location in the Town of Monroe to the Woodbury Animal Shelter.

##### C. Boarding Fees:

A fee of twenty-five dollars (\$25.00) per day shall be paid for each dog boarded at the Woodbury Animal Shelter.

**D. Reimbursement for Miscellaneous Costs and Expenses:**

The Town of Monroe shall reimburse the Town of Woodbury for all costs and expenses incurred by the Town of Woodbury, as set forth in Section 5 below.

**Section 4. Delivery of Dogs to the Shelter.**

When necessary, dogs will be brought to the Woodbury Animal Shelter, located at 71 Schunnemunk Road, Highland Mills, New York by an authorized individual designated by the Town of Monroe. In the event that the authorized individual is unable to deliver a seized dog to the shelter, the Town of Woodbury ACO shall make all reasonable efforts to retrieve the dog from a location in the Town of Monroe, as may be agreed upon between the Town of Woodbury ACO and the authorized Town of Monroe representative, and deliver the dog to the Woodbury Animal Shelter.

**Section 5. Boarding and Care Services.**

The Woodbury Animal Shelter will board dogs under the following conditions:

- A. Dogs will be boarded for a period of ten (10) days.
- B. After the tenth day, if no pet owner comes forward to retrieve the dog, the dog will be evaluated, spayed/neutered and made available for adoption. The Town of Monroe agrees to pay the actual cost of veterinarian fees incurred for each dog that is put up for adoption. These fees may include, but may not be limited to, vaccinations cost (i.e., rabies, distemper, Bordetella, heartworm/Lyme) and spaying/neutering fees.
- C. In the event an owner of a seized dog comes forward to claim the dog and cannot provide proof of rabies vaccination, the dog will be taken to the veterinarian for this vaccination by the Town of Woodbury Animal Control Officer. The Town of Monroe shall be responsible for the actual cost of this vaccination service.
- D. Any dogs that the Animal Control Officer deems dangerous or unadoptable for medical reasons will be humanely euthanized by a licensed veterinarian. The Town of Monroe shall be responsible for the actual cost of the service.
- E. Designated Town of Monroe employees will have access to the boarded dogs between the hours of **9:00AM and 3:00PM**, Monday through Friday, except on holidays ("public hours"). If access to a dog is needed at any other time, the Animal Control Officer, at his or her sole discretion, will meet the designated employee to provide access to the dog. The designated employee shall call the Animal Control Officer prior to arrival in order to coordinate a time for access.
- F. Dog owners who need to redeem their dog will be instructed to contact the Town of Monroe Town Clerk's Office. Upon presentation of a receipt from the Town of Monroe Town Clerk's Office, the dog owner will be given their pet. Copies of all paperwork,

from intake forms to incident report from the police, will be kept in a separate file at the Woodbury Animal Shelter for State Inspection.

**Section 6. Billing and Payment.**

The Town of Woodbury agrees to bill the Town of Monroe each month. The Town of Woodbury will provide an itemized bill for each dog impounded, including the status of the dog, with date and time of impoundment, date and time of adoption, if adopted, accompanied by a voucher, and an itemized bill of veterinarian services rendered, if rendered. The Town of Monroe shall pay the invoices and vouchers submitted by the Town of Woodbury within forty-five (45) days of its receipt thereof.

**Section 7. Indemnification and Hold Harmless.**

- A. The TOWN OF WOODBURY agrees to defend, indemnify and hold harmless the TOWN OF MONROE and its respective officers, employees and agents from and against all claims, actions and suits and will defend the TOWN OF MONROE and its respective officers, employees and agents, at its own cost and at no cost to the TOWN OF MONROE, in any suit, action or claim, including appeals, arising out of, or resulting from, the negligent activities or omissions of the TOWN OF WOODBURY in performing this Agreement. These indemnification provisions are for the protection of the TOWN OF MONROE and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.
  
- B. The TOWN OF MONROE agrees to defend, indemnify and hold harmless the TOWN OF WOODBURY and its respective officers, employees and agents from and against all claims, actions and suits and will defend the TOWN OF WOODBURY and its respective officers, employees and agents, at its own cost and at no cost to the TOWN OF WOODBURY, in any suit, action or claim, including appeals, arising out of, or resulting from, the negligent activities or omissions of the TOWN OF MONROE in performing this Agreement. These indemnification provisions are for the protection of the TOWN OF WOODBURY and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

**Section 8. Further Provisions.**

- A. This Agreement shall be governed by the Laws of the State of New York and the venue of any litigation shall be Orange County.

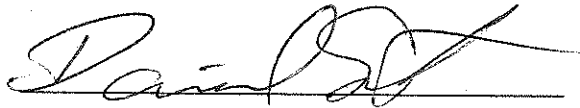
- B. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified except in a writing signed by the Parties.
- C. This agreement may be terminated or amended on at least one hundred and eighty (180) days written notice by either the TOWN OF MONROE or the TOWN OF WOODBURY.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the \_\_\_\_\_ day of July, 2017.

Dated:

TOWN OF WOODBURY

July 20 2017



By: David Sutz, Town Supervisor

Dated:

TOWN OF MONROE

7/31/2017



By: ~~Harley Deles~~, Town Supervisor

ANTHONY P CARBONE

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF ORANGE )

On the 21 day of July, 2017 before me came David Sutz, to me known, being duly sworn by me, did depose and say that he is the Town Supervisor of the Town of Woodbury, a municipal corporation; and he executed the foregoing instrument on behalf of the Town of Woodbury.

  
\_\_\_\_\_  
NOTARY PUBLIC

DESIREE POTVIN  
Notary Public, State of New York  
Qualified in Orange County  
No. 01HE6024139  
Commission Expires May 3, 20 19

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF ORANGE )

On the 31 day of July, 2017 before me came ~~Harley Dotes~~ <sup>Anthony P. Cardone</sup> to me known, being duly sworn by me, did depose and say that he is the Supervisor of the Town of Monroe, a municipal corporation; and he executed the foregoing instrument on behalf of the Town of Monroe.

  
\_\_\_\_\_  
NOTARY PUBLIC

MARY ELLEN F. BEAMS  
Notary Public, State of New York  
No. 01BE6188586  
Qualified in Orange County  
Commission Expires: June 9, 20 20