

## DOG POUND/SHELTER AGREEMENT

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2024 by and between the **TOWN OF LERAY**, a municipal corporation with offices at 8650 LeRay Street, Evans Mills, New York 13637 (hereinafter "Town") and the \_\_\_\_\_ residing at \_\_\_\_\_, New York \_\_\_\_\_, (hereinafter "\_\_\_\_\_").

### RECITALS

1. Town is responsible for the licensing of dogs within the Town of LeRay, including the Villages of Evans Mills and Black River.
2. Under the Agricultural and Markets Law, the Town is, therefore, responsible for providing dog control services within the Town.
3. \_\_\_ owns & operates an animal shelter located at \_\_\_\_\_, NY \_\_\_\_\_, which is duly recognized, licensed and operated in compliance with all requirements of the Agricultural and Markets Law.
4. \_\_\_ has offered to provide Shelter to the Town.
5. Town is willing to accept these services under certain terms and conditions.
6. It is the purpose of this agreement to set forth those terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration receipt of which is hereby acknowledged, it is agreed:

1. Term of Agreement. The term of this agreement shall be for \_\_\_ consecutive calendar years commencing January 1, 2025 and terminating December 31, 20\_\_\_.

2. Shelter Services to be Provided. \_\_\_ shall provide all Shelter Services required under Chapter 60 of the Town of LeRay Code and Article 7 of the Agricultural and Markets Act including, but not limited to:

- A. Accepting any dogs seized or picked up within the Town of LeRay whether by the Town's Dog Control Officer or any law enforcement officer. \_\_\_ is not

required to accept dogs from anyone other than the towns appointed representative.

- B. Shall provide and maintain housing and care for all dogs brought in by the town's appointed dog control officer under Article 7 of the Agriculture and Markets Law.
- C. Following the mandated period \_\_\_\_ shall take full responsibility and ownership of seized dogs not redeemed as provided by Article 7 of the Agriculture and Markets Law.
- D. \_\_\_\_ may retain any and all fees charged to owners redeeming their dog. Including but not limited to, all fees mandated by \_\_\_\_ policy as well as those required under Article 7 of Agriculture and Markets Law.
- E. Veterinarian fees, including but not limited to vaccines, treatments or medications, shall be paid for by \_\_\_\_ and be reimbursed by dog's owner upon redemption.
- F. Rabies shots, if needed, shall be provided by \_\_\_\_ and reimbursed by the dog's owner.
- G. \_\_\_\_ is not required to provide medical services to dogs under the town's ownership but may offer to do so at our discretion. The town's appointed representative is still responsible for seeking medical attention for all dogs seized.
- H. In the event that \_\_\_\_ provides medical attention to town seized animals, \_\_\_\_ has the right to charge the redeeming owner upon redemption.

4. Compensation. In exchange for dog sheltering services, Town shall pay to \_\_\_\_\_ the annual sum of (\$ ) to be paid in equal monthly installments of (\$ ) per month for fiscal year\_\_.

5. Representations by \_\_\_\_\_ . \_\_\_\_\_ represents:

- A. That in all respects they are an independent contractor under this contract with Town to provide these services.

- B. As such, \_\_\_\_ is responsible for their own withholding, worker's compensation, unemployment insurance and any other statutory coverage.
- C. \_\_\_\_ shall not be considered an employee of the town.
- D. \_\_\_\_ further represents that all time relevant under this agreement, the Animal Shelter which they operate shall be duly accredited and/or licensed by the New York State Department of Agricultural Markets and shall be operated in accordance with all rules and regulations of that Department.
- E. The Shelter has sufficient capacity and ability to provide all Shelter services required by the Town.
- F. \_\_\_\_ themselves or through their employees shall provide all animal care and housing.
- G. Any of \_\_\_\_ employees shall have proper worker's compensation insurance and shall provide proof of the same to the Town.
- H. \_\_\_\_ shall provide to Town a certificate of insurance showing coverage for bodily injury and property damage in an amount sufficient to the Town, naming the Town as an additional insured for the term of this agreement. Such insurance shall cover \_\_\_\_ activities when caring for and housing stray dogs.

6. Retention of Dogs. \_\_\_\_ acknowledges and agrees that unless otherwise ordered by the Court, dogs are to be retained for a minimum period of five(5) days, with no proof of ownership or ten (10) days, with verified license from any surrounding town, city, or village, before they become the property of \_\_\_\_\_. If an owner of such dog redeems such dog from the Shelter, \_\_\_\_ shall be able to collect from such individual costs of up to \$20.00 per day and the reimbursement of any expenses incurred on behalf of such dog, prior to the release of the animal. The daily fee is subject to double on subsequent intakes of animals from the same home.

7. Indemnification. Town agrees to indemnify and hold harmless from any and all liability of any nature whatsoever incurred as a result of performing services at the request of the Town. \_\_\_\_ agrees to indemnify and hold the Town harmless from any liability of any nature whatsoever related to any activities in excess of this agreement.

8. Termination. Either party may terminate this agreement, without cause, upon thirty (30) days notice to the other, which notice shall be given in writing and considered delivered when posted to the addresses as first above listed.

9. This agreement represents the entire agreement of the parties and may not be changed, modified or altered, except in writing duly acknowledged by the parties.

10. This agreement shall be interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties set their hands and seals this \_\_\_day Of \_\_\_\_\_, 2024.

TOWN OF LERAY

By \_\_\_\_\_  
Leland J. Carpenter Supervisor

By \_\_\_\_\_

**ACKNOWLEDGEMENTS**

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

On the \_\_ day of \_\_\_\_\_ in the year 2024 before me, the undersigned, a Notary Public in and for said state, personally appeared Leland J. Carpenter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_ day of \_\_\_\_\_ in the year 2024 before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public