

ANIMAL CONTROL SERVICES AGREEMENT

This Animal Control Services Agreement is effective as of the 1st day of January, 2018, by and between the SPCA of Tompkins County, a not-for-profit corporation created and existing under the laws of the State of New York, having its principal place of business at 1640 Hanshaw Road in the Town of Dryden, County of Tompkins, State of New York dba: **TOMPKINS COUNTY ANIMAL CONTROL (TCAC)**, and the **Town of Caroline**, a municipal corporation of the State of New York.

In consideration of the covenants contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. This Agreement has a term of 3 years beginning January 1, 2018 through December 31, 2020 and includes the Consortium of Towns of Newfield, Enfield, Danby, Caroline, Ithaca, Ulysses, and the City of Ithaca.
2. The terms of a new 3-year Agreement must be established before August 30, 2019
3. If a municipality states its intention to terminate its participation after three years, the TCAC budget, for the reduced workload, will be divided up with the participating municipalities per their respective total of human and dog populations as well as actual units of service used as calculated by TCAC.
4. If a municipality exercises its right to terminate this agreement with 60 days notice, the Advisory Board will recommend a financial solution for the remainder of that calendar year. That financial solution must be ratified by the Board of the SPCA of Tompkins County and the remaining participating municipalities. If universal ratification cannot be achieved, this agreement will be terminated for all parties with 60 days of such impasse.
5. If another municipality wants to join the Consortium, it will need to present a current dog census that meets the protocol addendum, which will require ratification by each Consortium member, and shall make its intention known by September 30th of the year prior to the start of Dog Control Services by TCAC. The budget for the expanded workload will be divided pro rata (total of human and dog population as well as units of service) among the participating municipalities.
6. Each participating municipality will by resolution deputize TCAC as the dog control agency and notify the New York State Department of Agriculture & Markets of that action. Each municipality will grant TCAC access to the New York State database for dog licenses.

ADVISORY BOARD

1. TCAC Advisory Board will be comprised of three municipal members, appointed by resolution of each participating municipality, serving along side three SPCA board members and one TCAC senior staff.
2. The Advisory Board will be the body to negotiate terms of any future agreements.
3. The Advisory Board will review dog control statistics and financials data and recommend procedures and policies to the Consortium municipalities and TCAC.
4. The annual budget for dog control will be recommended by the Advisory Board to the Consortium municipalities and TCAC by October 1st of the year prior to its implementation for approval separately by each party of the Consortium.
5. The Advisory Board will also be the panel for hearing and advising reconciliation to differences between a participating municipality and management of TCAC.

DOG CONTROL SERVICE

1. Within the physical boundaries of the Municipality, the TCAC, through its duly appointed agents and employees, will serve as the “dog control officer” pursuant to Article VII of the Agriculture and Markets Law of the State of New York (the “Law”) and, in such capacity, will enforce the provisions thereof, including any rules and regulations promulgated thereto or hereunder. The dog control officers will have the required Division of Criminal Justice Services (“DCJS”) training and be certified peace officers.
2. Within the physical boundaries of the Municipality, the TCAC, through its duly appointed agents and employees, will provide the following services, including but not limited to:
 - a. Seize and impound unlicensed dogs of which the TCAC becomes aware, as described in local laws, as well as any dog found off an owner’s premises not wearing the tag required by Law;
 - b. Enforce provisions of quarantine orders enacted pursuant to Sections 122 and 123 of the Law whenever such laws are in effect within Tompkins County;
 - c. Provide and maintain a shelter or pound for seized dogs and for lost, stray, abandoned, or homeless dogs in accordance with Section 115 of the Law. Note this shelter is not required to be within the physical boundaries of the Municipality;
 - d. All seized and unredeemed dogs pursuant to Section 118 of the Law will be humanely destroyed (in accordance with the procedures described in the Law) or make them available for adoption through the SPCA of Tompkins County;

- e. Provide proper and veterinary care for all dogs in the shelter described in Section 2(c) above, which shelter shall be under the care and charge of a competent and trained employee(s); and
 - f. TCAC will:
 - i. Require proof of or provide rabies vaccination prior to adoption or redemption, and
 - ii. Provide for licensing under the authority of the participating Municipality, and
 - iii. Keep records as required by sections 114(5) & (6) of the Law; and
 - g. Maintain a regular schedule during which the shelter described in Section 2(c) above will be open to the public.
3. The TCAC will enforce the provisions of any lawful dog control law or ordinance of the Municipality, including TCAC will prepare and issue appearance tickets in a prompt and timely manner (where called for within the Municipality's corporate limits) and respond to reasonable requests for service within six (6) business hours. The Municipality will be made aware within 24 hours of any requests for service where TCAC didn't respond. The TCAC will strive to talk to owners as a first response to any request for service so that disputes may be resolved prior to the issuance of an appearance ticket, but recognize that some situations require immediate action.
 4. Each municipality will send out notices of dog license renewal and notice of expired license if needed. The Municipality will notify TCAC of any dog owners holding an overdue dog license. TCAC will make reasonable attempts to make physical contact with the dog owner to deliver court appearance tickets.
 5. TCAC will not issue or enforce any type of warrant, including, but not limited to, bench, arrest, and search and seizure warrants. However, the TCAC may accompany a police officer, upon request of the officer so named in any search and/or seizure warrant, where animal control or welfare issues may, will or do arise in connection with enforcement or execution of any such warrant. Neither the TCAC, nor any of its employees, officers, or animal control personnel (hereinafter referred to collectively as its "Agents"), shall be required to act as a prosecutor to enforce issued appearance tickets before any Court or Magistrate. TCAC will, however, with respect to those matters as to which TCAC personnel have personal knowledge, provide witnesses for any court proceeding as required by the Municipality without any cost to that Municipality.
 6. Responses to requests for service shall be provided on a 24-hour, seven days per week basis. Requests are considered "Emergency" where they occur outside the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. and 4:00 p.m. on Saturday and Sunday. TCAC reserves the exclusive right to determine if a situation qualifies as an emergency. The Municipality will be made aware via email

or phone call within 24 hours of any requests for emergency service for dog control that were denied.

FISCAL MATTERS

1. The annual charge for dog control service for **2018, 2019, and 2020** will be **\$ 19,798.00**. This fee will be broken into **12 monthly payments of \$1,649.08**. The cost distribution is based on the municipality's future share of the total TCAC budget using the agreed to 1/3rd model of people population, dog population, and units of service as well as their historical rates.
2. The parties agree that the TCAC shall be compensated by participating municipalities for its performance of the above-described services as follows. If the contract is not paid in full, then any outstanding balance shall be paid down in equal monthly increments over the course of the year. Each monthly payment shall be paid by the Municipality on or about the 15th day of the month following the month in which services were rendered.
3. TCAC will remit to the Municipality all impoundment and license fees collected by the 15th of each month. The SPCA of Tompkins County will be entitled to retain all adoption fees. The adoption fee schedule shall be consistent for all municipalities that are participating in this Consortium.
4. The SPCA does not have the right to waive impoundment fees.

DOG CENSUS

1. Each participating municipality may complete a dog census. The dog census process must meet the protocol's requirements.
2. The Advisory Board shall develop proposed language for dog census protocol and present to each participating municipality of the Consortium for approval to add as an addendum to this Agreement.
3. Each participating municipality must update its dog census, at minimum, every five (5) years or as agreed to by the consortium.

MISCELLANEOUS

1. This Agreement shall commence as of January 1, 2018 and continue through December 31, 2020. TCAC and the Municipality, reserve the right to terminate the agreement at any time for any reason by giving the TCAC and the remaining municipalities sixty (60) days written notice. Notices shall be delivered by hand, certified mail-return receipt requested, or overnight delivery courier. Notices shall be addressed to the Supervisor or Mayor at the municipal offices (in the case of notice to a town or city), or to the SPCA's Executive

Director at the address listed above (in the case of notice to the SPCA). Notices are deemed given when received.

2. The TCAC shall allow the Municipality, upon five (5) days' written request, to inspect TCAC's books and records during normal business hours, excluding confidential information pertaining to individuals. The TCAC will deliver to the Advisory Board quarterly reports of all activities and financials.
3. TCAC will maintain general liability insurance coverage in a minimum amount of \$1,000,000 per occurrence, with a \$2,000,000 general aggregate. The Municipality shall be named an unrestricted additional insured, and the policy shall:
 - Be purchased from an A.M. Best rated "secured" New York State licensed insurer.
 - Contain a 30-day notice of cancellation, non-renewal or material change.
 - State that the organization's coverage shall be primary coverage for the Municipality, its Boards, officers, employees, agents and volunteers.
 - The Municipality shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
 - Be written on an occurrence basis.

TCAC acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract. TCAC is to provide the Municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of its services. The failure of the Municipality to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Municipality.

Clause for NYMIR insured)

The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). TCAC further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also the NYMIR, as the Municipality's insurer.

4. The TCAC shall indemnify, hold harmless and defend the Municipality and its officers, employees, agents and elected officials from and against any and all claims, losses or actions, and costs incidental thereto (including costs of defense, settlement and reasonable attorney's fees) brought or asserted against the Municipality and/or its officers, employees, agents and/or elected officials for injury or death to any person or persons, damage (including loss of use) to property, or other damages arising out of the performance of this contract by the TCAC, its employees, subcontractors or agents. To the extent the Municipality is negligent; TCAC's indemnification shall not extend to the proportion of loss attributable to the Municipality's negligence.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written below.

DATE _____

Participating Municipality signature

A handwritten signature in black ink, appearing to be 'JB' with a horizontal line extending to the right and a small dot below it.

DATE 7/6/17

TCAC Authorized Official

Jim Bouderau
Print Name

Executive Director
Title
15-0624378
Federal ID #