INTERMUNICIPAL AGREEMENT

TOWN OF MONROE -TOWN OF WOODBURY

DOG CONTROL SERVICES - 2020

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 615 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 January 1, 2020 and shall terminate on December 31, 2020. it shall be renewed automatically for a one-year period unless either entity informs the other at least one hundred and eighty (180) days with written notice of their desire to either terminate or amend.

Section 2. Services.

As necessary, the Town of Woodbury shall, during the term of this Agreement, make available Animal Control Officer ("ACO") services to provide for dog boarding and care for dogs that are delivered to the Woodbury Animal Shelter by a Monroe employee designated/authorized by the Supervisor in the Town of Monroe.

Section 3. Fees.

The Town of Monroe will pay to the Town of Woodbury an annual contractual fee of $25,500 by January 31, 2020.

The Town of Monroe will provide to the Town of Woodbury a copy of their fee schedule as it relates to impound and boarding fees they want charged to their residents. The Town of Woodbury Animal Control Officer will collect these fees and turn them over to the Town of Woodbury Town Clerk. The Woodbury Town Clerk will send the amount collected to the Town of Monroe Town Clerk by the 10th of each month.

Any costs incurred for veterinarian services will be reimbursed to the Town of Woodbury by the Town of Monroe pursuant to Section 5 below.

Section 4. Delivery of Dogs to the Shelter.

Dogs will be brought to the Woodbury Animal Shelter, located at ~ 71 Schunnemunk Road, Highland Mills, New York by an authorized Monroe employee to be determined by the Supervisor of the Town of Monroe. In emergency instances the Town of Woodbury ACO shall be available to retrieve the dog from a location in the Town of Monroe, when possible.

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:OOAM and 3:OOPM, 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. Upon presentation of a valid dog license 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 for any veterinary service invoices incurred. An itemized bill of veterinarian services will be

provided. 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day of _____, 2019.

Dated: TOWN OF WOODBURY

_____ _____

By: Frank Palermo, Town Supervisor

Dated: TOWN OF MONROE

_____ _____

By: Anthony Cardone, Town Supervisor

STATE OF NEW YORK)

) ss.:

COUNTY OF ORANGE)

On the ___ day of _____ , 2019 before me came Frank Palermo, 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

STATE OF NEW YORK)

) ss.:

COUNTY OF ORANGE)

On the ___ day of ,_____, 2019 before me came Anthony Cardone, 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