

TROY CITY COUNCIL
FINANCE MEETING AGENDA
April 13, 2021
6:00 P.M.

Pledge of Allegiance
Roll Call
Approval of Minutes
Presentation of Agenda
Public Forum (*see end of agenda for instructions)

Discussion of Proposed Mohawk Hudson Humane Society (MHHS) Contract

***PUBLIC FORUM**

Due to the current COVID-19 crisis and pursuant to Governor Andrew Cuomo's Executive Order No. 202.1, this meeting shall be held remotely via videoconference and live-streamed on the City Council's [YouTube channel](#). Troy residents who wish to comment during the public forum at the beginning of the meeting must have the ability to join the Zoom meeting via computer or phone and will be required to pre-register for the meeting. The link to register for the meeting will be posted at least 24 hours before the meeting on the Council [Agenda and Minutes](#) page. You must register for the meeting by 3 pm on the day of the meeting.

Per the City Council, written comments will not be read aloud at this meeting but will be added to the meeting minutes. Written comments to be added to the meeting minutes should be sent to mara.drogan@troyny.gov and must be received by 3 pm on the day of the meeting. You must include your full name and residential address, as required by Council rules. Written comments received after 3 pm shall be treated as correspondence and forwarded to the Council for their review.



3 Oakland Avenue – Menands, NY 12204 – 518.434.8128

October 27, 2020

City of Troy
Troy City Hall
433 River Street
Troy, NY 12180

Attn: Mayor Madden and City Clerk Mara Drogan

Re: 2021 Animal Shelter Agreement with Mohawk Hudson Humane Society

Dear Mayor Madden and City Clerk Mara Drogan:

Enclosed is the proposed 2021 Animal Sheltering Agreement between the City of Troy and the Mohawk Hudson Humane Society. There are several changes to the agreement this year, and we ask that you review them carefully before returning the signed agreement. Please let me know if you have questions about any of the policy changes.

We have increased the Society's fees for 2021. The decision to increase the contract fee comes after careful analysis of the cost of running the animal sheltering program for the City of Troy, comparison to other US cities of similar size, and the recommendations of the International City/County Management Association (ICMA) (updated based on the value of the dollar in 2020).

- ICMA recommendation updated to 2020: \$219,220.56 (\$4.44 per capita)
- Midpoint of budgets for comparably sized cities: \$214,997.00 (\$4.35 per capita)
- Cost of sheltering animals for the City of Troy: \$230,904.84 (\$4.68 per capita)
 - Cost less adoption revenue (\$45,877.00): \$230,004.84 (\$4.68 per capita)
- 2020 City of Troy Contract Cost: \$66,150.00 (\$1.34 per capita)

We propose an increase that, over the next five years, addresses this shortfall with annual increases to the cost of the City's contract with the Society, beginning with the 2021 contract:

- Proposed New Fees
 - 2021: \$99,100.97
 - 2022: \$132,051.94
 - 2023: \$165,002.91
 - 2024: \$197,953.88
 - 2025: \$230,904.85 (\$4.68 per capita)

We also propose that we explore two cost saving options with the City that would begin to reduce shelter populations over time, thereby reducing the City's contract costs.

1. Cat Population Control Program: We would like to explore the possibility of working with the City on a program to provide low- to no-cost spay/neuter services for City residents, widespread Trap/Neuter/Release (TNR) programs for community cats, and community outreach alongside humane education. This would significantly reduce stray intake over time.
2. Pet Identification Program: If the City agrees to impose microchipping as a condition of stray redemption, or otherwise incentivize microchipping, the length of stay for pets in our care would be reduced over time, saving the Society, and therefore the City, considerably.

If the City is open to discussing these possibilities, the Society would be an eager partner as it is in all of our best interests to reduce the number of pets sheltered, the length of time they are sheltered, and the overall cost of the program. With either or both of these measures in place, we would undertake a yearly review of the cost of the sheltering program and update the above fee schedule accordingly.

We look forward to meeting to discuss the contract and any questions you may have. You can reach me best on my cell phone [REDACTED] or email ajbouck@mohawkhumane.org to schedule a date that works best for your schedules.

Thank you again for your commitment to the animals and our community.

Warm regards,

Ashley Jeffrey Bouck

Ashley Jeffrey Bouck
CEO, Mohawk Hudson Humane Society

City of Troy Expense/Revenue Summary (2018-2019)		
	Budget	Per Capita
Midpoint Comp. Pop. Size	\$214,997.00	\$4.35
ICMA Recommendation	\$219,220.56	\$4.44
MHHS 2025 Target-Troy	\$230,904.84	\$4.68
Current Troy Contract	\$66,150.00	\$1.34
Actual Cost to MHHS	\$276,781.84	\$5.61
Adoption Revenue-Troy	\$45,877.00	\$0.93
Difference	-\$164,754.84	-\$3.34

Five Year Increase Plan	
2020	\$66,150.00
2021	\$99,100.97
2022	\$132,051.94
2023	\$165,002.91
2024	\$197,953.88
2025	\$230,904.85

2019 Published City Budgets for Animal Sheltering			
	Population	Sheltering Budget	Per Capita
Charlottesville, Virginia	48,117	\$132,019.50	\$2.74
Niagara Falls, New York	48,144	\$155,635.00	\$3.23
Newark, California	48,198	\$163,100.00	\$3.38
Draper, Utah	48,319	\$148,145.00	\$3.07
Rancho Santa Margarita, Califc	48,325	\$152,815.50	\$3.16
Palm Springs, California	48,375	\$115,400.00	\$2.39
Cedar Hill, Texas	48,463	\$224,978.00	\$4.64
Bozeman, Montana	48,532	\$130,308.50	\$2.69
Decatur, Illinois	48,848	\$309,039.00	\$6.33
Texas City, Texas	49,153	\$304,771.00	\$6.20
Poway, California	49,704	\$122,052.50	\$2.46
Twin Falls, Idaho	49,764	\$314,554.00	\$6.32
Mishawaka, Indiana	49,931	\$298,002.00	\$5.97
Cerritos, California	50,462	\$172,500.00	\$3.42
Average	48,881	\$195,951.43	\$4.00
Midpoint	49,290	\$214,997.00	\$4.35
Troy, New York	49,374	\$66,150.00	\$1.34
ICMA Projected* for 2020	49,374	\$219,220.56	\$4.44
* International City/County Managers Association guide recommended \$4.00 per capita for animal sheltering in 2001 which equates to \$5.92 in 2020 and 75% of \$5.92 is \$4.44.			

Revenue	
Source	
Annual Adoption Revenue	\$ 45,877.00
City of Troy Contract Revenue	\$ 66,150.00
Total	\$ 112,027.00

Expenses			
Direct Animal Care Costs	480	\$438.41	\$210,435.68
Building Overhead - Animal Holding	12.32%	\$128,400	\$15,818.88
Staffing Overhead	See Payroll		\$50,527.28
Total			\$276,781.84

Expenses	\$276,781.84
Revenue	\$112,027.00
Difference	\$164,754.84
Troy Contract 2025 Target	\$230,904.84

City of Troy Intakes 2018-2019*					
All Intakes		Cat Intakes		Dog Intakes	
MHHS Intakes	3895	MHHS Intakes	2579	MHHS Intakes	1284
Troy Intakes	480	Troy Intakes	268	Troy Intakes	212
% Troy	12.32%	% Troy	10.39%	% Troy	16.51%

Intake by Outcome and Daily Costs									
	Length of Stay	Intake Costs	Outcome Costs	Care Cost Per Day	Cost Per Average Stay	Troy Intakes	Annual Cost		
Cost of Seized Cat through Adoption/Transfer	27	\$180.56	\$214.00	\$11.90	\$715.86	13	\$9,306.18		
Cost of Seized Cat through Euthanasia	27	\$180.56	\$156.00	\$11.90	\$657.86	0	\$0.00		
Cost of Seized Cat through Return to Owner	27	\$180.56	\$0.00	\$11.90	\$501.86	3	\$1,505.58	\$10,811.76	\$675.74 Seized Cat
						16			
Cost of Stray Cat through Adoption/Transfer	31	\$65.00	\$214.00	\$5.30	\$443.30	176	\$78,020.80		
Cost of Stray Cat through Euthanasia	31	\$65.00	\$156.00	\$5.30	\$385.30	7	\$2,697.10		
Cost of Stray Cat through Return to Owner	31	\$65.00	\$0.00	\$5.30	\$229.30	69	\$15,821.70	\$96,539.60	\$383.09 Stray Cat
					\$352.63	252			
Cost of Seized Dog through Adoption /Transfer	27	\$228.56	\$276.00	\$19.50	\$1,031.06	22	\$22,683.32		
Cost of Seized Dog through Euthanasia	27	\$228.56	\$173.00	\$19.50	\$928.06	0	\$0.00		
Cost of Seized Dog through Return to Owner	27	\$228.56	\$0.00	\$19.50	\$755.06	0	\$0.00	\$22,683.32	\$1,031.06 Seized Dog
						22			
Cost of Stray Dog through Adoption /Transfer	24	\$113.00	\$276.00	\$6.30	\$540.20	90	\$48,618.00		
Cost of Stray Dog through Euthanasia	24	\$113.00	\$173.00	\$6.30	\$437.20	31	\$13,553.20		
Cost of Stray Dog through Return to Owner	24	\$113.00	\$0.00	\$6.30	\$264.20	69	\$18,229.80	\$80,401.00	\$423.16 Stray Dog
					\$413.87	190			
Total Direct Care Cost							\$210,435.68		

* 2017 was anomalous as we spent half the year in the old building and half of the year in the new building, resulting in suspended intakes and delayed medical care for pets. Similarly, 2020 is an anomaly due to COVID-19. 2018 and 2019 were representative of "normal" full years in the new building, and therefore we think they are most indicative of future intakes and outcomes.

Position*	Salary	% Time Estimate	In Dollars
Medical Director	\$97,760.00	0.0616	\$6,022.02
Senior Vice President for Operat	\$85,508.80	0.0616	\$5,267.34
Facilities Manager	\$53,872.00	0.0616	\$3,318.52
Animal Care Manager	\$52,166.40	0.1232	\$6,426.90
Operations Manager	\$48,755.20	0.0616	\$3,003.32
Business Manager	\$48,755.20	0.0616	\$3,003.32
Animal Logistics Manager	\$48,755.20	0.1232	\$6,006.64
Volunteer Manager	\$48,755.20	0.0616	\$3,003.32
Lead Veterinary Technician	\$41,600.00	0.1232	\$5,125.12
Admissions Coordinator	\$28,912.00	0.1232	\$3,561.96
Customer Care Associate	\$28,080.00	0.0616	\$1,729.73
Customer Care Associate	\$5,491.20	0.0616	\$338.26
Customer Care Associate	\$21,964.80	0.0616	\$1,353.03
Customer Care Associate	\$27,456.00	0.0616	\$1,691.29
Customer Care Associate	\$5,491.20	0.0616	\$338.26
Customer Care Associate	\$5,491.20	0.0616	\$338.26
Total			\$50,527.28

*- Animal Care Associate time was calculated in Actual Costs. Customer Care Associate time allocation is for processing intake, paperwork, record keeping, billing, and adoptions.

CATS

Cat Intake	ACA Exam (2 @30 min)	\$13.00
	FELV Test	\$20.00
	FVRCP Vaccine	\$16.00
	Dewormer	\$8.00
	Flea and Tick	\$8.00
Court Holds	Forensic Exam (2)	\$115.56
	Court Intake Total	\$180.56
	Standard Intake Total	\$65.00

Daily Care	Staff Supervised Enrichment (\$6.60
	Cleaning	\$3.30
	Feeding	\$2.00
	Court Daily Care Total	\$11.90
	Standard Daily Care Total	\$5.30

Cat Adoption Prep	Behavior Exam	\$30.00
	Technician Exam	\$20.00
	Veterinary Exam	\$36.00
	Microchip	\$16.00
	Rabies Vaccine	\$8.00
	Spay/Neuter Surgery	\$72.00
	Ear cleaning	\$16.00
	Nails	\$16.00
	Adoption Prep Total	\$214.00

Cat Euthanasia	Behavior Exam	\$30.00
	Technician Exam	\$20.00
	Veterinary Exam	\$36.00
	Euthanasia and Cremation	\$70.24
	Cremation Only	\$28.00
	Euthanasia Total	\$156.24

DOGS		
Dog Intake	ACA Exam (2 @30 min)	\$13.00
	Canine Distemper Vaccine	\$16.00
	Bordetella Vaccine (2)	\$24.00
	HW Test	\$32.00
	HW Preventative	\$4.00
	Dewormer	\$12.00
	Flea and Tick	\$12.00
Court Holds	Forensic Exam (2)	\$115.56
	Court Intake Total	\$228.56
	Standard Intake Total	\$113.00

Daily Care	Staff Walking (2) (Court)	\$13.20
	Cleaning	\$3.30
	Feeding	\$3.00
	Court Daily Care Total	\$19.50
	Standard Daily Care Total	\$6.30

Dog Adoption Prep	Behavior Exam	\$30.00
	Technician Exam	\$20.00
	Veterinary Exam	\$36.00
	Microchip	\$16.00
	Rabies Vaccine	\$8.00
	Spay/Neuter Surgery	\$124.00
	Ear cleaning	\$16.00
	Nails	\$16.00
	Leash and Collar Package	\$10.00
	Adoption Prep Total	\$276.00

Dog Euthanasia	Behavior Exam	\$30.00
	Technician Exam	\$20.00
	Veterinary Exam	\$36.00
	Euthanasia and Cremator	\$87.04
	Cremation Only	\$28.00
	Euthanasia Total	\$173.04

2021 Animal Municipal Shelter Agreement

between

Mohawk and Hudson River Humane Society and the City of Troy

THIS AGREEMENT, (hereinafter, "AGREEMENT") made this _____ day of _____, 2020, and effective January 1, 2021 to December 31, 2021 between the City of Troy a municipal corporation in the County of Rensselaer, State of New York, hereinafter "Municipality" and the MOHAWK AND HUDSON RIVER HUMANE SOCIETY, a domestic not-for-profit corporation, with its principal place of business at 3 Oakland Avenue, County of Albany and the State of New York, hereinafter "Society".

WITNESSETH

WHEREAS, the Municipality has the obligation to maintain a municipal animal shelter and to seize dogs pursuant to New York State Agriculture and Markets Law, hereinafter "Law", Article 7 and Article 26 and to assure that the dogs are properly sheltered, fed and watered pursuant to the regulations promulgated by the New York State Department of Agriculture & Markets and contained at 1 NYCRR Part 77, and the Municipality desires to obtain the services of the Society to perform such services as required by Article 7 of the Law for the Redemption Periods specified therein, and as otherwise set forth in this Agreement; and

WHEREAS, the Society maintains a shelter for dogs, cats and other animals (individually, an "Animal" or collectively, "Animals") and is desirous of entering into this Agreement to shelter and provide services to Animals brought to it from residents, Animal Control and/or Dog Control Officers, and /or police officers of the Municipality (hereinafter "Officers").

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

I. INTAKE

The Society will operate an animal shelter as required in the Law and will make itself accessible daily to the Municipality for the acceptance of dogs and cats brought to the Society by officers and residents of the Municipality, under the terms of this agreement. The Municipality must secure prior authorization from Society management prior to bringing any animal other than a dog(s) or a cat(s) (hereinafter "Other Animals") to the Society. The Municipality acknowledges that previous approval for a particular type of Other Animal does not imply ongoing approval, and the decision to house an animal other than a dog(s) or a cat(s) will be made on a case-by-case basis by Society management.

Society staff will aid in the entry process for animals delivered to the Society pursuant to this Agreement during business hours only. Officers of the Municipality will be given twenty-four (24) hour access, to a designated portion of Society's premises for the limited purpose of bringing animals to the Society's overnight kennels.

The Municipality acknowledges that it has examined the premises to be utilized for shelter services or has caused same to be examined and that it was, in good order and good repair, and in a safe, clean and usable condition for its intended purposes as a municipal shelter and in compliance with 1 NYCRR, Part 77 and other applicable state and local laws and ordinances. All responsibility for maintaining the premises in good order and good repair and in a safe, clean and usable condition is and shall hereafter remain that of Society.

a. ILL AND/OR INJURED ANIMALS

The Municipality agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian at the Municipality's expense before being brought to the Society for sheltering. Other than prophylactic care, if veterinary care is required during the Redemption Period or during any court mandated holding period or a differing holding period of any length of time which may be required or imposed by a Court or by Municipality due to pending legal proceedings involving the animals so sheltered, the Society will bill the Municipality for the cost of the service. The Municipality shall be responsible for all associated medical costs and, if deemed necessary, transportation and special handling of dangerous dogs to an outside veterinarian for treatment during any period of holding or sheltering. The Society's professional staff have sole discretion in determining the need for veterinary care and which dog(s) are considered dangerous under this provision requiring transport and/ or special handling by the Municipality.

b. STRAY AND "AT LARGE" ANIMALS

The Society will provide and maintain a municipal shelter for dogs seized under Section 117 of the Law and local Municipal laws or ordinances, as well as stray or at large dogs and cats brought to the Society by Officers and residents of the Municipality. The Society will properly care for all dogs and cats in its care, and will humanely euthanize, make available for adoption, or transfer seized dogs and cats not redeemed as provided for in the Law and the rules and regulations promulgated by the New York State Department of Agriculture and Markets pursuant thereto.

The redemption period for an owner of identified dogs (those bearing a municipal license tag or a registered microchip) is seven (7) days if notice is provided to the identified owner in person or nine (9) days if served upon the identified owner by mail all as required by the Law. The redemption period is five (5) days for dogs with no identified owner. The redemption period for cats with no identified owner is three (3) days and five (5) days if it is an identified cat (those bearing a tag, collar, or microchip identifying the owner). The time periods referenced herein are collectively referred to herein as the "Redemption Period". The Municipality agrees that it will inform any identified owner pursuant to the Law and will notify

the Society of the method of notification and the date which notification was given or served pursuant to the Law.

c. OWNER SURRENDERED ANIMALS

The Society will accept animals that have been surrendered by their owner through Officers of the Municipality. The Society requires that any animal surrendered to the Society by a member of the public or by the Municipality shall have executed a copy of the Society's Animal Surrender Agreement, a copy of which is annexed hereto as Exhibit "A". The Society will assess the animal's behavior upon intake and has sole discretion in determining whether the animal is suitable for adoption. If, in the Society's opinion, the animal is not suitable for adoption due to behavioral or biological health, the animal will be humanely euthanized and the Society will bear the cost of such euthanasia.

d. COURT ORDERED HOLDS ON DANGEROUS DOGS

The Society will provide and maintain shelter for any dog alleged to be or deemed dangerous by a Municipal justice or other Court of appropriate jurisdiction and taken into custody by an agent of the Municipality under a valid Court Order, any provision of Article 7 of the Agriculture and Markets Laws, Section 123 or any equivalent local Municipal ordinance. The Society shall properly care for such dog(s), including but not limited to the services described in I(a) herein, until the dog is removed from Society's premises by an agent of the Municipality, its owner pursuant to Court Order, or otherwise disposed of by the Court having jurisdiction over the matter.

Any Court Order regarding the seizure and holding of any animal shall be in writing and a copy delivered to the Society for its records within twenty-four (24) hours of such order. The Municipality acknowledges and agrees that without a court order, the Society does not have the legal right to hold an animal against an owner's wishes; if an owner wishes to redeem said animal during the Redemption Period, the Society must comply with the owner's request to redeem under the Law. No animal ordered held will be euthanized without a duly executed court order for euthanasia and until any time for an appeal of such order has run, or without written consent of the owner.

e. RABIES CONFINEMENT

The Society will also provide and maintain shelter for any dog or cat suspected of rabies when ordered to do so by any health officer of the Municipality or Health Officer for the County in which the Municipality is located for such a period as directed by said Health Officer, but in no event shall the Society keep such animal(s) in its custody any more than ten (10) calendar days as provided by the New York State Public Health Law (the "Hold Period"). At the end of the Hold Period the dog or cat is eligible to be reclaimed by its owner. Should the owner not reclaim the dog or cat at the conclusion of the Hold Period, it shall be the

obligation of the Municipality to comply with the requirements of the Law regarding redemption notification as set forth in I(b) above, and the Society shall hold such animal for the applicable redemption period.

f. DECEASED STRAY ANIMALS

The Society will accept deceased stray animals with no known owner from the Municipality and hold them for five (5) days. At the expiration of the holding period, the Society will send the deceased animal for group cremation.

g. ANIMAL CRUELTY SHELTERING

The Society shall not be required to shelter any cat, dog, or other animal which was seized by the Municipality due to allegations of abuse or neglect. In order for Society to consider accepting such animal(s) into its shelter, Society requires that the Municipality provide a complete and accurate disclosure to an officer or director of the Society including but not limited to: full and accurate conditions in which the animal was found; the reactions/ actions of the animal during its seizure; the bite/ attack history of the animal, if known; prior reports regarding the animal; and prior dangerous dog determinations regarding the animal. Society will have the sole discretion in determining whether to accept such alleged neglected and/or abused animal(s) into its shelter.

In any and all such cases where the Society agrees to shelter, feed and water the seized allegedly abused or neglected animal(s), the Municipality shall reimburse the Society on a monthly, per animal basis commencing with the first day of confinement until the animal is returned to its owner(s) by operation of law, surrendered to the shelter by the owner or otherwise disposed of pursuant to a duly executed Court Order. With respect to applicable Court Orders, or other legal proceedings pertaining to the seizure of alleged neglected and/or abused animals, the Society shall have access to any and all Court Orders and charging instruments, supporting depositions and other papers which authorize the seizure and provide information about the animal(s) seized. This information must be received prior to any subsequent agreement by the Society to shelter and maintain the animal(s). The Society shall keep any such Court documents, orders and other written materials regarding the animal confidential and shall not post such animals for adoption on social media or otherwise until the animal(s) are surrendered to the Society by the owner, operation of law or Court Order.

Unless a prior written agreement is made concerning any applicable security bond posting, the Municipality shall have the responsibility and shall bear the expense to seek a security bond posting pursuant to §373 of the Law. The Municipality shall advise Society as to the status of the security bond posting during the pendency of such a proceeding and shall advise Society when a judicial determination is made with regards to such bond and shall promptly provide Society a copy of such court order. Society agrees to cooperate with the

Municipality in the submission of required documentation, affidavits and, if necessary supporting testimony should the same be required as part of the bond application.

h. TEMPORARILY DISPLACED ANIMALS

The Society shall not be required to shelter any animal seized by the Municipality or otherwise delivered to the Society by a resident of the Municipality due to temporary displacement of such animal's owner(s) due to a fire at owner's dwelling, hospitalization of owner, incarceration of owner, displacement of owner or removal of an animal from a dwelling due to code violations or any other temporary condition. Society will accept an animal from the resident of the Municipality only upon a duly executed Animal Surrender Agreement, the form of which is annexed hereto as Exhibit "A".

I. DISPOSITION

a. REDEMPTION BY OWNER

- i. The Society will permit redemption of seized, stray or at large dogs to the lawful owners, as evidenced by a current, valid Municipal license, directly from the Society's location in Menands, New York, during the redemption period required by Law. The Municipality shall provide the owner with proof of compliance of licensure and payment of all relevant fees, and the owner of the animal shall present said proof to the Society.

All impoundment fees imposed by the Municipality will be paid to, and licenses shall be issued by, the Municipality directly to the dog's owner(s) at the Municipal clerk's office. All impoundment, redemption, and license fees for the hold period mandated by Law shall be paid directly to and shall remain the funds of the Municipality. The Society shall not accept any such impoundment, redemption, and license fees from Municipal residents.

The Municipality shall not imply verbally or state in writing that the fees they choose to charge are set by the Society, or are Society mandated boarding fees. At all times any fees for impoundment, redemption, and licensure are the set by, collected by, and property of the Municipality, pursuant to Law and this Agreement.

- ii. The Society will permit redemption of stray cats to the lawful owners, as evidenced by veterinary records or microchip information, directly from the Society's location in Menands, New York, during posted operating hours.
- iii. The Society will permit redemption of animals released to their owners pursuant to a duly executed and delivered Order of the Court, as provided

by the Municipality to the Society during Society's normal operating hours.

b. **DISPOSITION BY ADOPTION OR EUTHANASIA**

- i. The Society will take ownership of seized animals at the conclusion of the Redemption Period, upon execution of a Animal Surrender Agreement by such animal's owner(s) or by operation of law, and will have sole discretion in determining whether such animals are to be placed for adoption through the Society, transferred to another facility for adoption, or humanely euthanized.
- ii. The Society expressly reserves the right to refuse to perform any euthanasia on any animal for any reason, in the Society's sole discretion.
- iii. The Municipality is responsible for carrying out any and all Court ordered euthanasia of any animal, and retains the right to bring the animal to a private veterinarian of their choosing for euthanasia services should the Society refuse to perform the euthanasia pursuant to this Agreement.
- iv. All associated costs for Court ordered euthanasia services shall be the responsibility of the Municipality whether or not performed by Society.

II. RECORD KEEPING

- a. Upon delivery of animals to the Society, the Municipality will complete any and all intake forms required by Law, as well as those provided by the Society at the time the animals are brought to the Society for each animal. Information which may be required to be provided to Society includes but is not limited to: reason for seizure, Redemption Period or Holding Period required by Law, and the time, date, and method of Municipal notification to owner as required by the Law.
- b. The Society will file and maintain a complete record of any seizure and subsequent disposition of any dog or cat in the manner described by the Commissioner of Agriculture & Markets, 1 NYCRR Part 78 as well as any record required by local statute or ordinance.
- c. The Society's records relative to the dispositions of any dogs seized by the Municipality shall be available for inspection by the Municipality at the regular times at which the Society's offices are normally open to the public. In addition, representatives or inspectors from the New York State Department of Agriculture and Markets, shall have the right at all reasonable times during the term of the Agreement and any renewal to enter the premises for the purpose of inspecting same and verifying the proper providing of shelter services and records relating thereto as provided hereunder and required by the Law.

III. FEES FOR SERVICES

- a. The Municipality agrees to pay the society a total of \$99,100.97 per year in monthly payments of \$8258.42 per month for the term of January 1, 2021 through December 31, 2021, for providing all of the services contemplated herein, , for providing all of the services contemplated herein, with the following exceptions:
 - i. Emergency veterinary care deemed necessary by the Society and;
 - ii. Other animals for which prior authorization from Society management was not obtained by an officer of the municipality.

If the Municipality does not obtain prior authorization from the Society to house an animal other than a dog or cat, the Society will bill the Municipality \$100 per pet, per day, commencing on the first day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The Municipality will be billed separately for any specialized housing or veterinary services the Society deems necessary to humanely care for the unauthorized animal.

The Society agrees to submit itemized bills, properly executed claims forms, vouchers, and such other necessary information or supporting documentation as may be required by the municipality in order to process payment for fees and expenses.

- b. All fees for services and sheltering rendered under this Agreement shall be paid to Society on a Net 30 basis. Society shall invoice the Municipality on a monthly basis. In the event invoices are not paid in full, the Society will assess a late payment charge equivalent to ten percent (10%) of the then unpaid balance, or the maximum amount permitted by law, whichever is less.
- c. Failure of the Municipality to make such payment in full within thirty (30) days of the due date shall constitute grounds for termination of the Agreement, and notification to the Commissioner of Agriculture and Markets of the Municipality's violation of Article 7 of the Agriculture and Markets Law.

IV. MISCELLANEOUS PROVISIONS

- a. NOTICE

Any notice required or otherwise given pursuant to this Agreement shall be in writing and either delivered or mailed, as follows: if to Society, via hand delivery to a person of suitable age or discretion at the premises, or via certified mail, return receipt requested to The Mohawk and Hudson Humane Society, Inc., 3 Oakwood Avenue, Menands, New York 12204 with a copy to its counsel at: Schopf Law, PLLC, 28 Corporate Drive, Suite 103, Clifton Park, New York 12065 and by email to jgs@schopf.com; and if to the Municipality, via hand delivery to the Office of the Municipality's Clerk, or via certified mail, return

receipt requested, to the Municipality's Clerk at the publicly posted mailing address for the Municipality with a copy to the Municipality's Attorney by First Class mail and email, if available. Each party to this Agreement shall immediately notify the other in writing of any such change of mailing address for purpose of receiving any such notice and failure to do so shall operate as a waiver of any defense based upon said party's claimed failure to receive a notice sent to said party's last reported address.

b. EFFECTIVE DATE

This Agreement shall become effective on January 1, 2021 and shall continue in effect until December 31, 2021. Notwithstanding the foregoing, either party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice of such termination. Notwithstanding the prior terms hereof, the Society by its Board of Directors reserves the right, on thirty (30) days written notice, to terminate this Agreement without further responsibility on its part in the event that the Municipality adopts any local law or ordinance or an elected official, Officer, agent, employee or Court of such Municipality issues any directive which requires the Society to perform any act inconsistent with its humane principles.

c. GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York. Any dispute over this agreement shall be venued in a Court of competent jurisdiction in Albany County, New York.

d. SEVERABILITY

If any part or parts of this Agreement shall be held to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

e. INDEMNIFICATION

- i. The parties have agreed to allocate risk as hereinafter set forth. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold Society, its officers, agents, volunteers and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Municipality, its officers, agents or employees.
- ii. To the fullest extent permitted by law, Society shall defend, indemnify and hold the Municipality, its board, trustees, councilmembers, officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or

damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Society, its officers, agents or employees.

f. OTHER AGREEMENTS PERMITTED

The Municipality acknowledges and agrees that in addition to the animal welfare programs that Society performs in fulfillment of its charitable mission, the Society performs sheltering and other animal care services for other Municipal Corporations pursuant to agreements with other such Municipal Corporations. Nothing in this Agreement shall be construed to grant any right of exclusivity to the Municipality in terms of shelter services or animal care and shall not act as a prohibition or restriction upon Society from entering into sheltering agreements with other Municipal Corporations.

g. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties hereto. Any prior agreement, understanding or representation of any kind, written or oral, preceding the date of the execution of this Agreement is hereby superseded. This Agreement may be modified only in a writing executed by both parties.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed as of the date indicated on the first page of this agreement.

By:

Signature

Municipal Official Name (Please Print)

Municipal Official Title (Please Print)

Date

Date

THE MOHAWK AND HUDSON RIVER HUMANE SOCIETY

By:

Ashley Jeffrey Bouck
Chief Executive Officer
Mohawk & Hudson River Humane Society