

INTERMUNICIPAL AGREEMENT:
DOG CONTROL SERVICES

THIS AGREEMENT made and entered into this ___ day of _____, 2016 by and between the TOWN OF VESTAL, (hereinafter referred to as "Vestal") a municipal subdivision of the State of New York situated in Broome County, New York (Mailing Address: c/o Town Clerk, 605 Vestal Parkway E, Vestal NY 13850); and the TOWN OF CONKLIN, (hereinafter referred to as "Conklin") a municipal subdivision of the State of New York situated in Broome County, New York (Mailing Address: c/o Town Clerk, 1271 Conklin Road, PO Box 182, Conklin, NY 13748), (jointly referred to as "parties")

WITNESSETH:

WHEREAS, both parties currently issue dog licenses and provide dog control services within their respective municipalities, and

WHEREAS, New York State Agriculture and Markets Law (AML), Section 113 requires that each Town in which licenses are issued, shall appoint one or more dog control officers for the purpose of assisting with the control of dogs, licensing and the enforcement of AML, and

WHEREAS, AML Section 113, authorizes that in lieu of the appointment of a dog control officer, any Town may contract for dog control officer services with any other municipality, and

WHEREAS, Conklin has appointed a dog control officer and Vestal has not appointed a dog control officer. The parties are desirous to contract with one another to allow Vestal to receive dog control officer services from Conklin, and

WHEREAS, the designated Town of Conklin dog control officers shall have jurisdiction in each municipality and shall be empowered with all the powers and authorities of a dog control officer in each municipality, and

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

1. Conklin has appointed a dog control officer (DCO), who shall continue as the DCO for Conklin, which DCO shall continue as an at will employee of Conklin. Vestal may appoint an assistant DCO at its own cost.
2. Conklin shall provide dog control officer services to Vestal through its DCO. The DCO's time allocated to Vestal shall be a minimum of 1,000 hours per year performing office and/or patrol functions (600 hours April thru October, 400 hours October thru March). In addition thereto, the DCO will be available to Vestal on an on-call basis as needed both during and after regular workday hours and on weekends.
3. Conklin shall direct its DCO to keep, store and maintain all Vestal related dog control paperwork, licenses, notices, letters, appearance tickets, files, etc. in the Vestal Town Hall.

4. Conklin shall:

- a. Be responsible for injury to its DCO if it is a workers' compensation injury pursuant to Workers' Compensation Law section 2(7).
- b. Pay its DCO regardless of whether the DCO's work is performed for Vestal or for Conklin.
- c. Be liable for negligence of its DCO occurring in the performance of the DCO's duties in Vestal in the same manner and to the same extent as if the negligence occurred in the performance of such duties in Conklin.
- d. To the extent permitted by the law, Conklin agrees to at all times defend, indemnify, protect, save, hold harmless, Vestal and its officers, boards, employees, committee members, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might arise out of, or are caused by, any and all claims arising out of Conklin's obligations under this Agreement. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultants' fees, and expert witness fees are included in those costs that are recoverable.
- e. Conklin shall provide a vehicle for the DCO to use for Conklin dog business.
- f. Conklin shall be responsible for all repairs to its equipment and make sure there is adequate and appropriate vehicle insurance.

5. Vestal shall:

- a. Issue all dog licenses through its Clerk's Office and keep and maintain all records related to licensing, including but not limited to notices to renew such licenses.
- b. Vestal shall pay Conklin annually Thirty Thousand Dollars and no cents (\$30,000.00) for DCO services and considerations as outlined herein. For 2017, Vestal shall make a payment of \$7,500, each quarter. Such payments shall be made on or before the following dates: January 15, April 15, July 15, and October 15, each year. Such payments shall, when the DCO position is vacant, be prorated. For the remainder of 2016, the payments shall be prorated accordingly and paid on or before July 15 and on or before October 15.
- c. Provide office space, storage/filing space and a computer at Vestal Town Hall.
- d. Provide a copy of the relevant section(s) of the Town of Vestal Code.
- e. Provide Town of Vestal letterhead, envelopes and stamps necessary for carrying out DCO duties in Vestal.
- f. To the extent permitted by the law, Vestal agrees to at all times defend, indemnify, protect, save, hold harmless, Conklin and its officers, boards, employees, committee members, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might arise out of, or are caused by, any and all claims arising out of Vestal's obligations under this Agreement. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultants' fees, and expert witness fees are included in those costs that are recoverable.

- g. Vestal shall provide a vehicle for the DCO to use for Vestal on dog business.
 - h. Vestal shall be responsible for all repairs to its equipment and make sure there is adequate and appropriate vehicle insurance.
6. This Agreement shall be effective on June 20, 2016. The term of this Agreement shall be from year to year (January 1 - December 31) and shall be automatically extended each year unless either party notifies the other, in writing, on or before October 15th prior to the next year that said municipality wishes to withdraw from or amend the Agreement in the ensuing calendar year.
7. The Town of Vestal shall have no obligation to continue this agreement should the DCO no longer be an employee of the Town of Conklin and any funds owed under this agreement will be prorated to the last day of employment of the DCO by the Town of Conklin
8. Both parties do hereby agree to obtain and thereafter continue to keep in full force and affect their general liability insurance, public liability insurance and automotive insurance relative to the various services to be performed herein with limits of not less than \$500,000 per occurrence and \$500,000 annual aggregate. It is understood and agreed that the Town of Vestal is self-insured for general liability and will provide a certificate of self- insurance upon request. The Town of Vestal maintains automobile liability coverage in the amounts specified.
9. In accordance with the provisions of section 109 of the General Municipal Law, each party hereto is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the other party.
10. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.
11. This Agreement is governed by the laws of the State of New York.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
13. The Supervisor of each municipality has executed this Agreement pursuant to a resolution adopted by the Town Board of said municipality at a meeting thereof duly held.
14. Any and all notices and payments required hereunder shall be addressed as set forth above, or to such other address as may hereafter be designated in writing by any party hereto.

IN WITNESS WHEREOF, each of the parties has caused its corporate seal to be affixed hereto and these presents to be signed by its Supervisor duly authorized to do so, and to be attested to by its Town Clerk as of the day and year first above written.

TOWN OF VESTAL

TOWN OF CONKLIN

By: _____
W. John Schaffer, Supervisor

By: _____
James Finch, Supervisor

Attest:

Attest:

(Seal of the Town of Vestal)

(Seal of the Town of Conklin)

By: _____
Emil J. Bielecki, Town Clerk

By: _____
Sherrie L. Jacobs, Town Clerk