

**DOG CONTROL OFFICER SERVICES 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. \_\_\_\_\_ is a duly qualified Dog Control Officer meeting all requirements of the Agricultural and Markets Law and proposes to provide dog control services to the Town.
4. Town is willing to accept these services under certain terms and conditions as contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby 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. Dog Control Services to be Provided. \_\_\_\_\_ shall provide to the Town all Dog Control Services required under Chapter 60 of the Town of LeRay Code and Article 7 of the Agricultural and Markets Act (excluding dogs on Fort Drum), including, but not limited to:
  - A. Be available by phone 24 hours a day / 365 days a year for dog control services.
  - B. Providing the necessary equipment needed to perform the Dog Control duties.
  - C. Responding to complaints regarding nuisance, at-large or dangerous dogs.
  - D. Responding to complaints regarding unlicensed dogs or dogs without proper rabies certification.
  - E. Responding to complaints about stray dogs.
  - F. When responding to complaints, whether received directly from individuals within the Town, Town Officials or any law enforcement official, \_\_\_\_\_ shall investigate such complaint and, if founded, take appropriate action up

to and including seizure of the dog and transport the dog to any Pound or Shelter with which the Town shall have an agreement.

- G. \_\_\_\_\_ shall also have the authority to issue appearance tickets or to sign complaints or take appropriate legal action pursuant to the Town Code and/or the Agricultural Markets Law.
- H. Responsible for seeking immediate medical attention for the dog if deemed necessary by the officer and the situation.

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

4. Representations by\_\_\_\_\_. \_\_\_\_\_ represents:

- A. That in all respects \_\_\_\_\_ is an independent contractor under contract with Town to provide the services as described in this Agreement.
- B. \_\_\_\_\_ is responsible for his own withholding, worker's compensation, unemployment insurance and any other statutory coverages.
- C. \_\_\_\_\_ shall not be considered an employee of the Town.
- D. \_\_\_\_\_ further represents that at all times relevant under this agreement, he shall have and maintain all appropriate certifications, licenses and training required by the New York State Department of Agriculture and Markets to provide services as a Dog Control Officer.
- E. \_\_\_\_\_ himself or through his employees shall provide all dog control services.
- F. Any employees providing dog control services shall have the proper licenses and/or certifications to be in compliance with the New York State Agricultural and Markets Law and shall be under the direct supervision of \_\_\_\_\_.
- G. \_\_\_\_\_ shall maintain proper worker's compensation insurance for all of his employees and \_\_\_\_\_ shall provide proof thereof 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 not only \_\_\_\_\_ activities as Dog Control Officer, but also auto liability when driving while performing his duties.

5. 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.

6. 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.

7. This agreement represents the entire agreement of the parties in connection with subject matter hereof and may not be changed, modified or altered, except in writing duly acknowledged by the parties.

8. 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