

**INTERMUNICIPAL AGREEMENT**  
**For Shelter Services Rendered January 1, 2015 – December 31, 2015**

**COUNTY OF SARATOGA**, a municipal corporation duly organized under the laws of the State of New York with offices at 40 McMaster Street, Ballston Spa, New York 12020, (COUNTY);

-and-

**CITY OF SARATOGA SPRINGS**, a municipal corporation duly organized under the laws of the State of New York with a principal office at City Hall, 474 Broadway, Saratoga Springs, New York 12866, (CITY),

**WITNESSETH:**

WHEREAS, the COUNTY owns and operates the Saratoga County Animal Shelter (hereinafter "Shelter") located at 6010 County Farm Road, Ballston Spa, New York, 12020; and

WHEREAS, COUNTY'S Shelter provides certain services to contracting municipalities relative to the care and impoundment of animals delivered to the Shelter by municipal animal or dog control officers within Saratoga County; and

WHEREAS, COUNTY'S Shelter also provides other services to contracting municipalities such as cremation services, as well as emergency response services when a municipality's animal or dog control officer is unavailable to respond; and

WHEREAS, CITY desires to enter into an agreement with COUNTY for the provision of shelter and other services offered by COUNTY'S Shelter;

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement, COUNTY and CITY agree as follows:

1. The COUNTY will maintain and operate a shelter for the care and impoundment of seized and stray dogs in accordance with Article 7 of the Agriculture and Markets Law and its applicable rules and regulations. The COUNTY'S Shelter will also provide for the care and impoundment of seized cats delivered to the Shelter by CITY.
2. The COUNTY Shelter shall be staffed by COUNTY employees and will be open Monday through Saturdays (excluding holidays) from 10 A.M. to 4 P.M. The COUNTY shall provide the CITY with a key to access the Animal Control area of the Shelter at all times.
3. The COUNTY is responsible for the maintenance of the Shelter's records including the disposition of each animal delivered to the Shelter. The COUNTY shall provide the CITY with a monthly Animal Control Officer/Dog Control Officer report detailing each stray and seized dog delivered to the Shelter from within the municipal boundaries of the CITY. The COUNTY shall also provide the CITY with a monthly report of all cats delivered to the Shelter by CITY'S Animal or Dog Control Officer. The CITY shall have forty-five (45) days from the receipt of each monthly report submitted by COUNTY to dispute any entry in the report by notifying the Shelter's Supervisor, in writing, of any disputed entry or entries.

4. The COUNTY'S Shelter staff will respond to emergency or rabies-related incidents as soon as possible when the CITY'S animal control person is unavailable. The charge will be based upon a per call rate of \$45.00 plus mileage at the mileage rate set by the IRS.

5. For shelter services rendered to animals either delivered to the Shelter by CITY or for which services CITY is otherwise responsible for the payment of pursuant to state law or regulation, COUNTY shall charge, and CITY agrees to pay, a fee of \$40.00 per dog, \$20.00 per cat and \$20.00 per puppy or kitten.

6. For the cremation of animals either delivered by the CITY to the Shelter or for which the CITY is otherwise responsible for the payment of the cremation of, COUNTY shall charge, and CITY agrees to pay, a fee determined by the weight of the animal cremated in accordance with the following schedule:

0-25 lbs.	\$15.00
26-50 lbs.	\$20.00
51-75 lbs.	\$30.00
76-100 lbs.	\$35.00
over 100 lbs.	\$40.00

7. The COUNTY will collect and remit impoundment fees to the CITY.

8. The CITY will pay the COUNTY for all services rendered by the COUNTY pursuant to this agreement during the period from January 1, 2015 through December 31, 2015, as documented in the monthly reports submitted by the COUNTY to the CITY, said sum to be due and payable on or before October 1, 2016.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

COUNTY OF SARATOGA

Date \_\_\_\_\_

\_\_\_\_\_  
MATTHEW E. VEITCH, Chair  
Board of Supervisors  
Per Resolution #204-2014

CITY OF SARATOGA SPRINGS

Date \_\_\_\_\_

\_\_\_\_\_  
Joanne Yepsen, Mayor

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
County Attorney