

RESOLUTION NO. March 17, 2020

WHEREAS, the City of Hudson has received the resignation of Wes Powell, Dog Control Officer effective March 31, 2020;

WHEREAS, the City of Hudson has received two (2) written letters of interest for the position of dog control officer to provide services to the City of Hudson under Chapter 70 of the Hudson City Code and the provisions of Article 7 of the Agriculture and Markets Law of the State of New York for the period April 1, 2020 through December 31, 2020; and

RESOLVED, that the Mayor is authorized and directed to enter into an agreement with James Delaney, Jr. for the fee of \$5,400 for the remainder of the year, payable in equal monthly installments of \$600.00.

Introduced by _____

Seconded by _____

Approved _____

By _____
Mayor

Contract for Dog Control Services

This agreement, made on this _____ day of _____ 2020: pursuant to Article 7 of the New York Agriculture & Market Law, by and between the City of Hudson, a municipal corporation in the State of New York, party of the first part and James Delaney Jr., party of the Second Part.

Whereas, the party of the first part desires to utilize the services of the party of the second part in providing for the control of dogs and enforcement of Section 70 of the Hudson City Code and Article 7 of the Agriculture and Markets Law of the State of New York; and

Whereas the party of the second part is willing to provide such services And represents that it possesses and will continue to posses throughout the term hereof the means properly so to do:

Now, Therefore It Is Hereby Agreed As Follows:

1. He shall serve as Dog Control Officer, for the City of Hudson.
2. The Party of the second part shall, whenever called on a twenty-four (24) hour daily basis, seize, stray and abandoned or loose dogs which are found on the streets and other public places.
3. The party of the second part will respond to call(s) by the Police Department of the City of Hudson for assistance when needed.
4. The party of the second part shall issue appearance tickets to owners of dogs that are in violation of the provisions of City Code Section 70 or Article 7 of the Agriculture Markets Law.
5. The party of the second part will at least twice a week, patrol the streets of Hudson.
6. The party of the second part will at least twice a week make random visits to the Hudson Dog Park to confirm any dogs present have current valid licenses.

Second: In consideration of performance by the party of the second part of the terms of this contract, party of the first part hereby agrees to pay the second part the sum of \$5,400 dollars, for the remainder of the year, payable in monthly installments.

Third: This agreement shall commence on the 1st day of April 2020. It shall continue to and including the 31st day of December, 2020. Both parties will have the right to review the contractual agreement annually and make such changes and modifications that will be mutually agreeable. Either party has the right to terminate this agreement upon written notice given at least (6) months in advance.

James Delaney Jr. _____ City of Hudson _____