

CONTRACT FOR ANIMAL CONTROL

Town Of Eagle Point

January 1, 2017

This document services as a formal contract between Lee O'Donnell Animal Control Officer (hereafter known as ACO) and the Town of Eagle Point (hereafter known as Town) for services related to the collection and retention of stray dogs and cats in the town.

Per § 174.042, dogs running at large and untagged dogs are subject to impoundment. A dog is untagged if it does not have a valid tag on a collar, is outdoors and off the dog owners property, owned or rented. As defined in the Town of Eagle Point Dog ordinance, whenever a dog is off the premises of its owner and not under the control of the owner or some other person, it is considered to be running at large. The one exception is when someone is monitoring the dog as it is engaged in a legal hunting activity, including training, on land open for hunting or with the permission of a landowner.

The Town of Eagle Point will also impound cats running at large. Similar to dogs, cats are considered at large whenever it is off the premises of its owner and not under the control of the owner or some other person.

Animal Control Officer Responsibilities

1. The Animal Control Officer will provide a secure kennel with proper flooring and bedding. Kennel will provide protection from sun, heat, cold, wind, and rain. No chaining or tying of dogs or cats will be allowed.
2. A daily supply of food and water is to be provided to all impounded animals.
3. Kennels and cages are to be kept clean and maintained on a daily basis.
4. If the ACO has to euthanize it is to be conducted by a licensed veterinarian on the Animal Control Officer's premise or at a veterinarian's clinic. The ACO must obtain permission from the Town Chairman or Supervisor before euthanization occurs. If it is done at the ACO's site, the ACO will be responsible for depositing of the euthanized animal.
5. The ACO will allow town board members to visit and inspect the impound site at any time and without prior notice.
6. The impounded dog or cat is to be kept for at least seven (7) days excluding day of capture, Saturdays, Sundays and holidays. After the seven (7) days, the animal can be given to a new owner or euthanized.
7. The ACO will cooperate with the Town of Eagle Point in requiring that the animal owner submit payment of licensure for unlicensed dogs, necessary vaccinations and paying all charges for vaccination and treatment before the animal is released to the custody of the owner.
8. Upon collection of a dog or cat, the ACO will complete and update as necessary the Animal Impound Form provided by the Town. The form must provide information on the date, time and location of the animal retrieval, breed, color, tag information, if available, and the temperament of the animal (i.e. tame, wild, out of control) at the time of capture. In addition to the Animal Impound Form, the ACO shall photograph and submit the same to the Town Clerk for the purposes of placing the photo and description on the town's website.
9. Every attempt shall be made to capture the animal. Euthanization of an animal by shooting is only allowed if the animal is violent, uncontrollable, and could cause injury to the ACO or other individuals. If such action occurs, the ACO shall notify the Town Chairman or Town Supervisor immediately and document such action on the Animal Impound Form.

10. The ACO shall be responsible for submitting all expenses to the town related to the impounding and housing of dogs or cats under this agreement.
11. Failure to comply with any of the above responsibilities may result in immediate termination of this contract.
12. When the owner of the impounded dog or cat wants to claim the dog or cat from the ACO payment of (\$25.00) impoundment fee plus (\$10.00) per day for housing and food, any fees paid by the town for any medical bills, and licensing fee requirements before release of the dog or cat. Check is to be made payable to the Town of Eagle Point.

Town of Eagle Point Responsibilities

1. The Town of Eagle Point will be responsible for providing the necessary Animal Impound Forms and cooperating with the ACO in advertising the impounded dog or cat.
2. The Town will provide: food, kennels, cages, bedding, catcher rope, collar, and any items necessary as approved by the Town.
3. All items purchased by the Town are property of the Town and shall be maintained by the ACO and returned promptly to the Town should the ACO no longer be employed by the Town.
4. The Town shall pay for all medical costs, including euthanization charges, incurred by a licensed veterinarian. Costs should be discussed with the Town Chairman before authorizing a procedure. When the owner of the impounded dog or cat wants to claim the dog from the ACO payment of any medical bills, housing, and impoundment fee are to be paid in full to the ACO with check payable to the Town of Eagle Point before release of the dog. (See number 12 under ACO responsibilities.)
5. The Town shall include insurance coverage for the ACO under the town's liability insurance.
6. The Town will conduct inspections of the ACO's impound site to confirm proper accommodations and conditions for impounded animals.
7. The Town will compensate the ACO for a yearly salary of \$1,000 (one thousand dollars) paid quarterly.
8. The Town reserves the right to order changes to this agreement upon written submittal to and acceptance by the ACO.
9. The Town reserves right to terminate contract at any time and no other monies will be due the ACO beyond those owed for services rendered up to time of severance.

SIGNED AND EXECUTED THIS 18 DAY OF January 2017

ANIMAL CONTROL OFFICER

Gee O'Donnell
(Name)

TOWN OF EAGLE POINT

Dennis Ferstenou
Dennis Ferstenou, Town Chairman
Laurie Hebert
Laurie Hebert, Town Clerk