

## AGREEMENT

This Agreement made this \_\_\_\_ day of March, 2022, by and between the CITY OF NIAGARA FALLS, NEW YORK, a Municipal Corporation, having offices at 745 Main Street, Niagara Falls, New York 14302 ("CITY") and the NIAGARA COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS located at 2100 Lockport Road in the Town of Wheatfield, County of Niagara and State of New York ("SPCA").

**WHEREAS** the SPCA owns and operates at its offices at its offices at 2100 Lockport Road, Wheatfield, New York a facility for sheltering animals of various types and dogs, in particular; and

**WHEREAS** the SPCA has staff to carry out the duties of Animal Control Officer (ACO) on an as-needed basis; and

**WHEREAS** the City is in need of a facility to shelter animals of various types and dogs, in particular, after they have been picked up by an ACO; and

**WHEREAS** the Board of Directors of the SPCA has agreed to provide various services to the City on various terms and conditions on a month-to-month basis with the understanding that the City will work to find alternative sheltering services, with this agreement expiring on August 31, 2023; and

**WHEREAS** the City Council of the City of Niagara Falls has agreed to contract with the SPCA to perform various services on a month-to-month basis with the understanding that the City will work to find alternative sheltering services, with this agreement expiring on August 31, 2023.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained for other good and valuable consideration, the parties hereto agree as follows:

1. The City will be primarily responsible for carrying out the duties and responsibilities of ACO in the City of Niagara Falls, New York. The duties and responsibilities and enforcement shall be pursuant to Article 7 of the NYS Agriculture and Markets Law and shall include the responsibility for the issuance and service of summons for delinquencies in dog licensing. The SPCA will act as ACO for "special calls" when needed and specifically requested to do so by the City.

2. The SPCA agrees that upon the adoption of a dog by a resident of the City at the SPCA facility or at any other SPCA temporary location, the SPCA will provide the adopter with the City licensing application and advise the adopter that they must license the dog. The SPCA will then advise the Niagara Falls City Clerk (the "City Clerk") that a dog has been adopted by a City resident. The City agrees to provide all required applications to be provided to the adopters.

3. The SPCA shall have available a fully equipped employee or agent to serve as ACO within the corporate limits of the CITY when needed and required to make "special calls,"

including a suitable motor vehicle to perform the duties and obligations of ACO when called upon to do so by the City.

4. The SPCA shall provide, maintain and operate a shelter for all seized dogs to include those dogs seized as stray by the public, by the ACO or police or by the SPCA's ACO and those seized for no license under Article 7 of the NYS Agriculture and Markets Law. In connection herewith, the SPCA agrees that it will operate its shelter in accordance with its stated and established mission and values with the understanding that these dogs will be made available for adoption in compliance with Article 7 of the Agriculture and Markets Law. It is further understood that it may be necessary to euthanize some animals, and this will be accomplished by the SPCA in a humane manner as provided for in Article 7 of the Agriculture and Markets Law. Each month the SPCA agrees to provide the City Clerk with monthly reports detailing these sheltering activities, including the number of dogs delivered for sheltering each month by the City ACO, the number of stray dogs picked up each month by the SPCA serving as ACO, and the length of sheltering time for each dog. The City Clerk and the SPCA will work cooperatively regarding the information and statistics to be provided to the City Clerk by the SPCA, the detail to be included and the date each month when reports are due.

5. The SPCA will hold seized dogs for the legal period specified in the New York State Agriculture and Markets Law. If during this period the owners wish to redeem their dog(s), they must obtain a New York State DL18 dog release form from the SPCA. The owner must then go to the City Clerk's Office to pay the required fees. The SPCA will release the dog immediately upon their receipt of the release and proof of payment of City fees.

6. The SPCA shall be open to the public from 12:00 p.m. to 5:00 p.m. Monday, Wednesday, Thursday, Friday and Saturday. The shelter is closed on Sundays, holidays and may, at times, be closed due to inclement weather.

7. The SPCA shall answer all emergency calls pertaining to injured stray domestic animals in distress in the event a City ACO is not available and upon the City's request.

8. The SPCA will file and maintain all records necessary for the seizure and disposition of any dog, as required by Article 7 of the Agriculture and Markets Law.

9. The contract price will be based on actual utilization of kennel days by Niagara Falls stray dogs for the month prior to the billing. In other words, November billing will be based on the actual number of days that Niagara Falls stray dogs spent at the Niagara County SPCA during the month of October. Any bills presented to the City of Niagara Falls must be paid within twenty (20) days.

10. For the purpose of this contract, stray dogs will include public drop-offs, ACO and Police drop-offs, and SPCA serving as ACO drop-offs. Dogs seized under Article 26 of New York State Agriculture and Markets Law are not a part of this agreement.

11. The SPCA shall be paid for each kennel day, which is defined as any day a dog is in the SPCA's care.

12. Prior to the month billing, the SPCA agrees to send their kennel day calculations for that month to the City Clerk. The number of kennel days utilized for that month must be agreed upon by both parties prior to the billing being generated.

13. The per diem rate used for billing purposes will be \$33.75.

14. In connection with the payments made by the City to the SPCA pursuant to this Section, the SPCA agrees to provide the City with monthly utilization reports and if requested a copy of the SPCA's IRS 990 form.

15. The SPCA shall provide all services heretofore agree with reasonable care and diligence.

16. Any modification, addition or addendum to this agreement shall be in writing and executed by both the City and SPCA in order to be enforceable.

17. Either party may cancel this contract at any time by providing 60-day written notice to the other party.

18. In the event that either the City or the SPCA is in default in any material term, covenant or condition contained in this Agreement, the non-defaulting party agrees to give the defaulting party written notice to cure the default within ten (10) days of having been given such notice. In the event that the defaulting party fails to cure said default within the said ten (10) day period of time, the non-defaulting party may declare this Agreement terminated by giving written notice to the defaulting party at which point this Agreement will no longer be in full force and effect.

19. Any notice required to be given pursuant to the terms of this agreement shall be considered sufficient if such notice is transmitted in writing by hand delivery or certified mail, return receipt requested or overnight delivery to the parties at the addresses set forth above, or such other address that either party may notify the other by notice delivered pursuant to this paragraph.

**IN WITNESS WHEREOF**, the parties hereto have caused their corporate seals to be hereunto affixed and this agreement to be signed by their duly authorized officers, the day and year first written.

CITY OF NIAGARA FALLS, NEW YORK

By: \_\_\_\_\_  
Hon. Robert Restaino Mayor

NIAGARA COUNTY SOCIETY FOR THE  
PREVENTION OF CRUELTY TO  
ANIMALS

By: \_\_\_\_\_  
Jennifer Pitarresi, Board President