



AGREEMENT

This Agreement made this 21st day of December 2018 and effective the 1st day of January 2019, 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 2100 Lockport Road, Wheatfield, NY 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 City and the SPCA have had a long history of working together; and

WHEREAS the Board of Directors of the SPCA has agreed to provide various services to the City for a twelve (12) month period of time on various terms and conditions; and

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 DL-18 dog release form from the City Clerk's Office and pay the required fees. The SPCA will release the dog immediately upon their receipt of said release.
6. The SPCA shall be open to the public from 12:00 p.m. to 8:00 p.m. Monday, Wednesday and Thursday, Friday from 10:30 a.m. to 5:00 p.m. and Saturday 11:00 a.m. to 5:00 p.m. with the exception of holidays or closure due to inclement weather.
7. The SPCA shall answer all emergency calls pertaining to injured stray domestic animals or 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.

14. 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.
15. After six (6) months, either party may request a meeting with the other for the expressed purpose of evaluating the contract's performance and seeking any adjustments to this contract that such evaluation indicates.

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

ATTEST:

By: _____
Paul A. Dyster, Mayor

NIAGARA COUNTY SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS