



## **AGREEMENT**

This Agreement made this 1<sup>st</sup> day of November 2020 and effective the 1st day of January 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 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

**WHEREAS** the City Council of the City of Niagara Falls has agreed to contract with the SPCA to perform various services for a one year period of time

**NOW, THEREFORE**, in consideration of the mutual promises herein contained and 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, NY. The duties, 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 collect the required licensing fee and submit to the Niagara Falls City Clerk (the “City Clerk”) a copy of the adoption application as well as the corresponding fee. Such submissions will be done on a monthly basis. The City agrees to provide all required applications.
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. In connection herewith, the SPCA agrees that it will operate its shelter as a “No Kill” shelter and will abide by recognized principles in operating a “No Kill” shelter 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 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 6:00 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 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.

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. The billing will be sent out on the tenth business day following the end of the prior month and payments will be due by the 30<sup>th</sup>.
10. For the purposes of this contract, stray dogs will include public drop offs, but not seized dogs.
11. Prior to the monthly billing, the Niagara County 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.
12. The per diem rate used for billing purposes will be \$33.75.
13. In connection with the payments made by the City to the SPCA pursuant to this Section, the SPCA agrees to provide with reasonable information and detail (the “requested information”) as concerns the SPCA’s use of the City’s monthly payments to the SPCA. Such requested information must be requested by the City in writing. The SPCA agrees to provide the requested information to the City within 15 days of receipt of the City’s request. In addition, the SPCA agrees to provide the City with a copy of its audited financial statement when requested by the City in writing.
14. The SPCA shall provide all services heretofore agreed with reasonable care and diligence.
15. 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.
16. Either party may cancel this contract at any time by providing 60-day written notice to the other party.

17. 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 be of no further force and effect.
18. 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.
19. 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: \_\_\_\_\_  
Hon. Robert Restaino, Mayor

NIAGARA COUNTY SOCIETY FOR THE  
PREVENTION OF CRUELTY TO ANIMALS

By: \_\_\_\_\_  
Susan Agnello-Eberwein, President