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## AGREEMENT

THIS AGREEMENT, made this 1<sup>st</sup> day of July 2023, by and between the TOWN OF PENDLETON a Municipal Corporation in the State of New York, hereinafter referred to as the "First Party", and the NIAGARA SPCA, located at 2100 LOCKPORT ROAD in the Town of Wheatfield, County of Niagara and State of New York, hereinafter referred to as the "Second Party".

## WITNESSETH

In consideration of the mutual promises herein contained for other good and valuable consideration, the parties hereto agree as follows:

1. The Second Party will give a key to the Animal Control Officer for the Town of Tonawanda to give said officer(s) access to the Shelter at all times where there will be cages, food and water available for the confinement of any domestic stray animal brought to the Shelter when no SPCA staff is available.
2. The Second Party will provide, maintain and operate a shelter for seized dogs and will provide facilities to humanely euthanize and make available for adoption in compliance with Article 7 of the NYS Agriculture and Markets Law.
3. The Second Party shall be open to the public Monday, Wednesday and Thursday and Friday from 12pm to 6pm, Friday and Saturday 12pm to 5pm. The Shelter will be closed to the public on Sundays, and on Tuesdays for adoptions, but open for owner redemptions. The Shelter will also be closed on designated holidays and special events when notice is given and during inclement weather.
4. The parties hereto agree to handle all emergency calls pertaining to injured stray, domestic animals or stray domestic animals in distress. It shall be the responsibility of the Second Party to provide necessary medical treatment for an animal without an identifiable owner. If an owner is identified, the owner must pay all veterinary costs before the animal is returned.
5. The Second Party 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.
6. When applicable, the Second Party 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, they must obtain a New York State DL-18 dog release form from the Niagara County SPCA and take to the Town of Pendleton Clerk's Office for completion, pay impound fees and license their dog. The Party of the Second Part will release the dog immediately upon their receipt of said release.

7. This contract shall be for a term of eighteen (18) months, commencing on the 1<sup>st</sup> day of July 2023 and expire on the 31<sup>st</sup> day of December, 2024. The total contract price for the duration of the contract is \$8,766.00. Payments shall be made on the first day of each month during the term of the contract in the amount of \$487.00 per month.
8. This contract will automatically renew for successive one-year terms at the current contract price unless either party gives a 60-day written notice of its intent to change the price or its intent not to renew.
9. The Second Party shall provide all services heretofore agreed with reasonable care and diligence.
10. Any modification, addition or addendum to this agreement shall be in writing and executed by both the First Party and the Second Party in order to be enforceable.
11. Either party may, for any reason, cancel this agreement, provided that written notice is given sixty (60) days prior to cancellation.

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.

Town of Pendleton

(seal)

\_\_\_\_\_  
Supervisor

NIAGARA SPCA

(seal)

  
\_\_\_\_\_  
President