



## **Contract between Central New York Society For The Prevention of Cruelty to Animals and the Town of Lysander**

**THIS AGREEMENT**, by and between Town of Lysander, a municipality of the State of New York, with its principal offices location at 8220 Loop Rd Baldwinsville NY 13027 (hereinafter referred to as the “Municipality”) and **Central New York Society for the Prevention of Cruelty to Animals** (“Contractor” or “CNYSPCA”) with the office located at 5878 East Molloy Road, Syracuse, New York 13211.

**WHEREAS**, the Municipality are in need of a contractor who will provide “Dog Control” services for the Town of Lysander.

**WHEREAS**, it is the intention of the Municipality to retain the CNYSPCA to provide Dog Control Services. (Hereinafter the “Project”)

**NOW THEREFORE**, the parties hereto, in consideration of the covenants herein contained do hereby agree as follows:

**1. TERM:**

The term of this agreement shall be effective January 1, 2024 and remain in effect through December 31, 2024.

**2. SCOPE OF SERVICES:**

The CNYSPCA shall:

- a. Promptly respond to, enforce provisions of Article 7 of the Agriculture and Markets Law of the State of New York and ordinances of the Town of Lysander pertaining to dogs which are reported to the CNYSPCA and which are occurring within the boundaries of Town of Lysander. Such services will include, as necessary, seizure, removal and shelter of any dog found to be the subject of a violation of the above referenced law; and
- b. Work in conjunction with local police and the Municipality and participated in prosecution of violations of Town Code and/or Agriculture and Markets Law as is deemed necessary by the Town.

**3. FEE & PAYMENT:**

- a. The compensation for the rendering of the CNYSPCA’s services shall be **\$24,000** for the year 2024. Payment under this Agreement shall be made within 30 days of signing this agreement.

**4. INDEMNIFICATION:**

- a. The CNYSPCA agrees that it shall defend, indemnify and hold harmless the municipality and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the CNYSPCA and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the CNYSPCA or failure on the part of the CNYSPCA to comply with any of the covenants, terms or conditions of this agreement.
- b. The CNYSPCA agrees to make no claim for damages for delay occasioned by an act or omission of the municipality.

**5. EXCLUSIVITY:**

- a. The CNYSPCA retains the right to provide services directly or indirectly through contracts with another agency as long as those services do not cause a conflict of interest or breach of confidentiality to occur or a result in a disruption or limitation of the services to be provided to the Town under this agreement.

**6. CNYSPCA STATUS:**

- a. It is intended by both the CNYSPCA and the municipality that the CNYSPCA's status be that of an independent Contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the CNYSPCA and the municipality. The CNYSPCA shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- b. The CNYSPCA agrees that at no time shall the CNYSPCA indicate or represent that they are an employee of the municipality.
- c. The Municipality agrees not to withhold from the payments provided for services rendered for any State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The CNYSPCA will indemnify, defend and hold the municipality from all loss or liability incurred by the not making such payments or withholdings.

- d. The CNYSPCA understands, and represents to the Municipality, that such insurance and tax payments are the sole responsibility of the CNYSPCA.
- e. If the Internal Revenue Service or any other governmental agency questions or challenges the CNYSPCA's independent Contractor status it is agreed that both the Municipality and the CNYSPCA shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- f. The Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60.
- g. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entitles relating to such employment and Civil Rights requirements.

**7. INSURANCE:**

- a. The CNYSPCA shall maintain general liability insurance and will provide the municipality with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate throughout the term of this Agreement. The CNYSPCA agrees to have the municipality named as an "additional insured" on the general liability policy and to provide the municipality with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.
- b. This Agreement shall be void and of no effect unless each party and other person or entity making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, the employees engaged thereon, in compliance with the provisions of the New York State Workers' Compensation law. Each party further agrees to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law.

**8. TERMINATION:**

- a. This Agreement may be terminated at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination.

However, in the event the CNYSPCA defaults in the performance of any of the CNYSPCA's obligation under this Agreement, the Agency may terminate the Agreement effective upon written notice served at any time upon the CNYSPCA.

- b. Upon notice of termination, the CNYSPCA shall immediately submit to the Agency all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.
- c. Upon notice of termination, the CNYSPCA shall immediately deliver to the municipality all records, reports, case files and any other documents which may be in the possession as a result of their services under this Agreement.

**9. LICENSES AND PERMITS:**

Each party shall obtain at its own expense all licenses or permits required for its services or work under this Agreement, prior to the commencement of services or work

**10. ENTIRE AGREEMENT:**

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

**IN WITNESS WHEREOF**, this agreement has been duly executed and signed by:

**TOWN OF LYSANDER**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**CNYSPCA**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_