

THIS AGREEMENT, made this day **1 day of April, 2022**, pursuant to the provisions of section 115 of the Agriculture and Markets Law, by and between the Village of Tuckahoe, a municipal corporation organized under the laws of the state of New York with offices at 65 Main Street, Tuckahoe, New York, party of the first part, and Stamen Animal Hospital, a domestic corporation duly organized and existing under the Laws of the State of New York and having its office and principal place of business at 61 Quaker Ridge Road, New Rochelle, New York (the hospital), party of the second part.

WITNESSETH:

WHEREAS, the Hospital owns and operates a shelter for the care of dogs and the Village requires a facility suitable for such shelter and care, and

WHEREAS, the Village desires to utilize the services of the Hospital and access to said shelter,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Hospital and the Village do hereby agree as follows:

1. The Hospital shall maintain a shelter for dogs seized within the Village that is in accordance with article 7 of the Agriculture and Markets Law. The Hospital's duties with respect to said dogs shall be performed as set forth herein, and as follows:
 - a. To properly shelter, care, feed and water such dogs for the minimum redemption period required by the Agriculture and Markets Law;
 - b. To make such dogs available for redemption by their owners for a period of time equal the minimum redemption period, and attempt to locate owners of such dogs, if any.
 - c. To make such dogs available for adoption for a period of time equal to the minimum redemption period if, at the end of the appropriate redemption period, said dog has not been redeemed by its owner, or otherwise adopted.
 - d. To contact the Village DCO prior to releasing a dog to its owner, adopting out a dog or euthanatizing a dog, so that the Village DCO can collect from such owner any fees, charges or outstanding fines or penalties owed by such owner to the Village.
 - e. To provide veterinary services for said dogs. As to any dogs that are sick or injured at the time the Village delivers said dogs to the Hospital for impoundment, said dogs shall be accepted for impoundment only upon the condition that the Village shall

reimburse the Hospital for all veterinary and other services provided said dogs due to said sickness or injury, except in instances where the owner is the responsible party for the payment of such fees to the Hospital, but in the event the owner refuses to reimburse the Hospital, the Village agrees to be the responsible party for the payment of such costs.

- f. To arrange for a veterinarian to euthanize any dog for which euthanization is necessary and legally authorized, and to arrange for the burial of any dogs so euthanized.
 - g. To prepare, retain, and make available to the Village complete and accurate records concerning the care and disposition of all dogs cared for by the shelter hereunder as well as any expenses incurred and any fees collected.
- 2. The Hospital shall not accept for impoundment any dogs that:
 - a. Are not accompanied by the appropriate DCO's seizure report.
- 3. The Hospital shall accept from the Village DCOs any homeless, stray, abandoned, neglected, abused or any other dogs which are otherwise picked up by the DCOs in the Village.
- 4. No payments shall be made by the Village to the Hospital hereunder until the Hospital has presented to the Village a properly detailed and signed voucher and until said voucher has been audited and approved for payment by the Treasurer of the Village.
- 5. Nothing contained herein shall limit the Hospital's rights under section 183 of the Lien Law, or pursuant to section 373 of the Agriculture and Markets Law, or as derived from any other general or special law, or by means of any civil action or proceeding, to recover from the owner thereof any necessary or reasonable costs and expenses incurred by the Hospital in providing pound and shelter for any Village dogs.

Nothing contained herein shall limit the Village rights under applicable provisions of the law, or by means of any civil action or proceeding, to recover from the owner of any dog delivered by the Village to the Hospital's shelter any fees, charges or outstanding fines or penalties owed by such owner to the Village.

Nothing herein shall obligate the Village to deliver to the Hospital any minimum number of dogs or all of the dogs seized in the Village by the Village DCOs.

6. The term of this Agreement is from **April 1, 2022 through March 31, 2027**, unless earlier terminated pursuant to the provisions of paragraph 8.
7. The Hospital shall not commence services under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Village.
 - a. Compensation Insurance. The Hospital shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees to be assigned to the work hereunder.
 - i. General Liability and Property Damage Insurance. The Hospital shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:
 - ii. General Liability Insurance for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of any one occurrence.
 - iii. The Hospital shall furnish the above insurances to the Village and shall also name the Village as an additional named insured in said policies.
8. The Village shall have the right to cease performing (except for payment for past services rendered) or terminate the contract if:
 - a. The Hospital is adjudged bankrupt or makes an assignment for the benefit of creditors; or
 - b. A receiver or liquidator is appointed for the Hospital or for any of its property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said twenty (20) days; or
 - c. The Hospital fails or refuses or comply with all applicable laws or ordinances; or

- d. The Hospital is guilty of a substantial violation of any provision of this contract:
 - e. In any event, the Village, without prejudice to any other rights or remedy it may have, with seven (7) days' written notice to the Hospital, terminate this Agreement, the services of the Hospital and the Village right to proceed hereunder.
- 9. The Hospital shall have the right to cease performing or terminate the contract if the Village is guilty of a substantial violation of any provisions of this Contract.
- 10. It is hereby mutually covenanted and agreed that the relation of the Hospital to the services to be performed by it under this Contract shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said services, whether or not the Hospital, its agents, or employees have been negligent. The Hospital shall hold and keep the Village free and discharged of and from any and all responsibility and liability of any sort or kind. The Hospital shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the services, from the action of the elements, or from any unforeseen or unusual difficulty. The Hospital shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances.
- 11. The Hospital agrees to defend, indemnify and save the Village, its officers, agents and employees, harmless from any and all liability imposed on the Village, its officers, agents and/or employees arising from the negligence, active or passive, of the Hospital.
- 12. This agreement may not be assigned, transferred, conveyed, otherwise disposed of to any other person or corporation without the previous consent in writing of the Village.

13. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To: Chief John Costanzo
Tuckahoe Police Department
65 Main Street
Tuckahoe, New York 10707

To: Stamen Animal Hospital
61 Quaker Ridge Road
New Rochelle, New York 10804

17. No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

18. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

19. This Agreement is governed by the laws of the state of New York.

IN WITNESS WHEREOF, the Village caused these presents to be signed by, its Mayor, duly authorized to do so, and to be attested to by the Village, Clerk of the Village, and the Hospital has caused its corporate seal to be affixed hereto and these presents to be signed by its President, the day and year first above written.

Village of Tuckahoe

By: _____
Omayra Andino, Mayor Date

Stamen Animal Hospital/Violi Veterinary Care, PLLC.

By: _____
Dr. Maria Violi, President Date