

AGREEMENT

This Agreement (the "Agreement") is made effective as of January 1, 2020, by and between the Town of Huron (the "Town"), 10880 Lummisville Road, Wolcott, New York 14590, Gary Mettler ("Appointee"), 6505 Lawville Road, Wolcott, New York 14590, and Tammy Mettler ("Deputy Appointee"), 6527 Lawville Road, Wolcott, New York 14590.

RECITALS

1. The Town of Huron Animal Control Law (the "Animal Control Law") establishes the position of Animal Control Officer ("ACO") and Deputy Animal Control Officer ("Deputy ACO").
2. The ACO is empowered as set forth in the Animal Control Law.
3. The Deputy ACO acts in place of and exercises the power of the ACO if he is unavailable to act.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Appointment.** Appointee shall serve as the ACO for the Town, and Deputy Appointee shall serve as the Deputy ACO.
2. **Duties.** Appointee shall perform the duties of the ACO, including enforcing the Animal Control Law, carrying out the duties prescribed by New York State Agriculture and Markets Law §113, responding to nuisance animals and disposing of dead animals, and administering the responsibilities of the Town for rabies response pursuant to Article 21, Title IV of the New York State Public Health Law. Where required by the Town, the Appointee shall also provide similar services for nearby municipalities with whom the Town has made arrangements for mutual aid. When the ACO is unavailable to act, the Deputy ACO shall fulfill the duties of the ACO.
3. **Term.** The Appointee and Deputy Appointee shall serve at the pleasure of the Town Board. The Town may terminate this Agreement at any time by resolution of the Town Board for any or no reason, and shall automatically terminate on December 31, 2020 if not terminated earlier. Upon termination by the Town Board, the Town shall give notice to the Appointee and the Deputy Appointee. Either the Appointee or the Deputy Appointee may terminate this Agreement upon thirty (30) days advance notice to the Town.
4. **Payment.** The Appointee and Deputy Appointee shall be independent contractors, and shall not be employees of the Town. The Appointee shall be paid an annual fee of \$5,382 at

\$448.50 per month (Jan – December), and he shall provide the services of the Deputy Appointee at no additional charge.

5. **Expenses.** Appointee and Deputy Appointee shall be paid their reasonable and necessary expenses approved by the Town Board upon audit of proper vouchers, including mileage at the rate of .58 cents per mile.
6. **Laws and Regulations.** The ACO and Deputy ACO shall not allow unlawful discriminatory practices prohibited by the New York Human Rights Law (Executive Law Article 15). The ACO and Deputy ACO shall comply with all applicable laws and regulations in carrying out their duties under this Agreement.
7. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties related to its subject matter, and shall supercede any previous oral or written understandings. Furthermore, it may only be amended by a writing signed by the parties.
8. **Gender and Number.** The use of one gender in this Agreement shall include all others, and the use of the singular shall include the plural and vice-versa.
9. **Notices and Communications.** All notices and communications required under this Agreement shall be accomplished by the actual delivery to the parties' addresses set forth above.
10. **Descriptive Headings.** The descriptive headings of the various provisions of this Agreement are included for convenience only, and they are not intended to affect the meaning or construction of any of the provisions of this Agreement.
11. **Successors and Assigns.** This Agreement may not be assigned without the consent of the other party.
12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, and their trustees, receivers, successors, and assigns.
13. **Construction.** No rule of construction shall be applied to construe any ambiguities in this Agreement against the draftsman.
14. **Choice of Law.** This Agreement shall be governed by the laws of the State of New York.
15. **Separability.** If any provision of this Agreement is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of this Agreement.

16. **Counterparts.** This Agreement may be executed in multiple counterparts, and the counterparts, when combined, shall form and constitute a complete agreement. The parties further agree that facsimile signatures shall be acceptable to bind the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

TOWN OF HURON

By: _____
Phil Eygnor, Supervisor

GARY METTLER

TAMMY METTLER