



JOHN FENZ
TOWN ATTORNEY
jfenz@twsny.org

TOWN OF WEST SENECA

TOWN SUPERVISOR
SHEILA M. MEEGAN
TOWN COUNCIL
EUGENE P. HART
WILLIAM P. HANLEY, JR.

To: The Honorable Town Board

From: John J. Fenz, Esq.
Town Attorney

Date: December 7, 2017

Re: Agreement with SPCA

Kindly authorize the Supervisor to execute the attached agreement with the SPCA. This agreement provides for the Town to drop off to the SPCA those dogs that have been held by Dog Control for the statutory holding period, allowing them to be adopted to a new home.

The term of this Agreement shall be from January 1, 2018 through December 31, 2018, with automatic annual renewals.



November 20, 2017

West Seneca Town Supervisor
1250 Union Road
West Seneca, NY 14224

Dear Supervisor Meegan,

Please be advised that the SPCA Serving Erie County has updated the agreements currently in place with towns, and villages throughout Western New York.

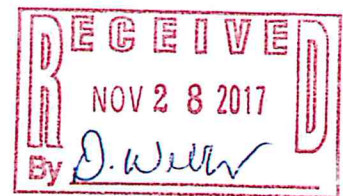
You will find a copy of the revised agreement enclosed with this letter. Should your municipality choose to accept the terms of the new agreement, simply sign and return prior to December 31, 2017.

If your municipality chooses to decline the terms of the new agreement, be advised that the current agreement will expire on December 31, 2017. The SPCA Serving Erie County will be unable to accept dog transfers from your municipality without an updated signed agreement.

If you have any questions, please feel free to contact me at (716) 875-7360 X224.

Thank you.

Amy Jaworski
Director of Admissions



Enc.

AGREEMENT

THIS AGREEMENT made this 1st day of January, 2018 by and between the Town of West Seneca, New York (the "Town") and the Erie County Society for the Prevention of Cruelty to Animals d/b/a SPCA Serving Erie County, a not-for-profit corporation having an office located at 300 Harlem Road, West Seneca, New York, 14224 (the "SPCA").

WITNESSETH WHEREAS, the Town and the SPCA desire to enter into a contract providing that after the statutory holding period as per New York State Agricultural and Markets Law, a seized dog may be offered for adoption according to New York State Agricultural and Markets Law, Article 7 and Article 26.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. During the term of this Agreement, SPCA will only accept dogs that it considers safe adoption candidates after they have been held the legal stray holding period as determined by NYS Agriculture and Markets laws. The Town will be responsible for identifying dogs who are overtly behaviorally unsound, suffering irredeemably, or dangerous with people or other animals. In that event, the Town shall be responsible for the animal's humane euthanasia at the veterinary facility of its choice. The Town understands that its representatives are welcome to contact SPCA's behavior department with any questions pertaining to behavior or temperament.
2. The term of this agreement shall commence on January 1st, 2018 and shall end on December 31st, 2018 and shall be automatically and continuously renewed for each succeeding calendar year until the Town or the SPCA provides written notice to the other, at least thirty (30) days prior to the commencement of the succeeding year, of its desire to terminate this Agreement.
3. The Town understands that it is their sole responsibility to seek and provide veterinary care for a sick or injured impounded animal. The Town agrees to seek said care from a licensed Veterinarian, and to adhere to the care/treatment recommendations from said Veterinarian. Furthermore, the Town understands and acknowledges that failure to provide medical care to an impounded animal in need may immediately void this agreement, and could lead to criminal charges.
4. In the event the Town feels that the physical condition of the dog at the time of initial impoundment may rise to the level of animal cruelty, the Town understands it may contact the SPCA. The SPCA agrees to arrange for the Town to bring the dog to the shelter and to have a member of its medical and/or Law Enforcement team examine the dog. If the SPCA deems the condition of the dog may in fact be evidence of the crime of cruelty to animals, the SPCA will accept said dog, hold the dog stray time and open an investigation. The Town understands that it must take the dog back, hold stray time and to provide medical treatment as described above in the event the SPCA declines to accept the dog for further investigation.
5. In the event that a dog relinquished by the Town to the SPCA is subsequently euthanized due to significant medical or behavioral problems, the euthanasia shall be performed by registered Licensed Animal Health Technicians employed by the SPCA, and shall be carried out humanely with an injection of sodium pentobarbital.
6. The Town agrees to send all dogs that are physically and behaviorally healthy to the SPCA.
7. The SPCA will accept dogs as space permits. The Town agrees to call ahead before transporting a dog to the shelter. The SPCA understands that if space does not permit, the Town may seek alternative placement for the dogs with other organizations.

8. The Town agrees to pay the SPCA the following fees for services rendered pursuant to this Agreement per dog:
- a) An adoption fee of thirty dollars (\$30.00).
 - b) A euthanasia fee of thirty (\$30.00).
 - c) A crematory and disposal fee of thirty (\$30.00).

Also, the Town understands it is its sole responsibility to provide animal control services for its municipality.

The fees accrued during each month shall be paid no later than the fifteenth day of the next subsequent month.

Any payments accrued but not paid as of the date of termination of this Agreement shall be paid no later than the fifteenth day subsequent to said date.

9. If it is necessary for the SPCA to accept a stray dog found within the Town, the Town agrees to pick up said dog within 4 SPCA business hours of receiving a phone call from the SPCA. The Town understands that if the dog is not picked up, there will be a \$50 transport fee for an SPCA representative to deliver the dog to the Town's Animal Control Office.
10. If for any reason the Town accepts and transports an owned animal for surrender, the Town understands the SPCA will not accept said animal without a completed SPCA Owner Surrender profile, paper proof of permanent ownership relinquishment to the Town, and reliable contact information for the previous owners.
11. The Town and the SPCA each agree to cooperate and assist the other in fulfilling the terms of this Agreement.
12. The parties hereto represent and warrant to each other that they each have the full right, power and authority to enter into this Agreement.
13. Each party agrees to indemnify the other party, its directors, officers and employees from and against any and all claims, actions, liabilities, damages, costs, expenses and reasonable attorney fees, including, but not limited to, those for personal injury and/or death and/or property damage, that arise against or are incurred by the Indemnified Party as a result of any breach, performance or non-performance by the Indemnifying Party of the terms and services set forth in this Agreement or from any negligent or intentional acts or omissions of the Indemnifying Party, its employees, or agents.

The provisions this section shall survive the termination of this Agreement.

14. This Agreement may only be modified or amended through the written consent of both parties hereto.

In witness whereof, the parties hereto have caused their hands and seals to be hereunto affixed the day and year first above written.

TOWN OF WEST SENECA ("Town")

By: _____

Its: _____

ERIE COUNTY SOCIETY FOR THE
PREVENTION OF CRUELTY TO
ANIMALS ("SPCA")

By: _____

President and C.E.O.