

TOWN OF WEST SENECA



BRIAN J. ADAMS
SUPERINTENDENT OF
HIGHWAY DEPARTMENT

TO: The Honorable Town Board

FROM: Brian Adams

DATE: June 25, 2020

RE: **CONTRACT AGREEMENT WITH S.P.C.A.**

Dear Honorable Town Board Members:

Please approve the entering of a contract for partnership with the S.P.C.A. This Partnership will help our employees continue proper training along with establishing a good working relationship with an organization right in our own Town. This agreement is beneficial not only for the Town, but also for the animals and their care if they are not claimed after the hold time at our facility.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Adams", written over a set of horizontal lines.

Brian Adams
Superintendent of Highways



AGREEMENT

THIS AGREEMENT made this 1st day of January 2019 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, 2019 and shall end on December 31st, 2019 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. Contact information for the Veterinarians(s) routinely worked with by the Town will be furnished to the SPCA by 1/15/2019. 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-five dollars (\$35.00).
 - 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.

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. Additionally, if the Town fails to retrieve the dog within 4 hours or is unavailable to accept said dog upon SPCA arrival to their holding facility, the Town agrees to reimburse the cost of care for the dog at the rate of \$25.00 per day.
10. The Town agrees to send all Animal Control Officers, Dog Control Officers or any Agent of the Town acting in such a role where they have a responsibility to feed, clean, house, walk, accept, pick up or in any way interact with or provide care for animals as part of their Town duties to an annual 8 hour training scheduled and hosted by the SPCA.
11. The Town understands that the SPCA will make a minimum of one annual visit to the Town's holding facility and agrees to permit SPCA representatives access to all areas of said facility.
12. 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.
13. The Town agrees to scan all stray dogs for a microchip, and to fully document any and all attempts to contact the registered owner. The Town understands that if a microchip is detected by the SPCA upon transfer, and it was not previously discovered by the Town, or the Town made no attempts to contact the owner, the SPCA will hold the dog for a period of 48 hours while attempt(s) are made to contact and locate the registered owner. The Town agrees to pay the SPCA for the additional holding period at a cost of \$25.00 per day.
14. The Town and the SPCA each agree to cooperate and assist the other in fulfilling the terms of this Agreement.
15. The parties hereto represent and warrant to each other that they each have the full right, power and authority to enter into this Agreement.
16. This Agreement may only be modified or amended through the written consent of both parties hereto.
17. 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.

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

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

By: _____
President & C.E.O.

TOWN OF WEST SENECA ("Town")

By: Brian J. Adams 
Its: Supt. of Highways, Dog Control Officer.