

TOWN OF WEST SENECA



Legal Department

TOWN SUPERVISOR
Gary A. Dickson

TOWN COUNCIL
Robert J. Breidenstein
Joseph J. Cantafio
Susan K. Kims
Jeffrey A. Piekarec

To: Honorable Town Board
From: Chris G. Trapp, Attorney for the Town
Date: January 13, 2022
Re: WNY Law Center Extension Agreement

We are attaching a copy of the proposed extension agreement between the Town and the WNY Law Center for professional services relative to the remediation of vacant properties and the work with community members with respect to foreclosures. The agreement is in order and a motion authorizing the Supervisor to execute the Agreement is also attached.

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Proposed WNY Law Center Professional Services Agreement Motion: Motion by _____,
seconded by _____ to enter into an extension agreement with the WNY Law Center
with respect to vacant properties and foreclosure matters and to authorize the Town Supervisor to execute
same.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF WEST SENECA AND THE WESTERN NEW YORK LAW CENTER**

THIS AGREEMENT made January 4, 2022 by and between the TOWN OF WEST SENECA, a municipal corporation organized and existing under the laws of the State of New York, having its principal office at 1250 Union Road, West Seneca, NY 14224, hereinafter referred to as the "Town", and WESTERN NEW YORK LAW CENTER, INC., with offices at Cathedral Park Towers, 37 Franklin Street, 2nd Floor, Buffalo, NY 14202, hereinafter referred to as the "Law Center."

WITNESSETH:

WHEREAS, the Town and the Law Center are parties to a Professional Services Agreement, dated October 21, 2019, for the term July 1, 2019 to June 30, 2021, pursuant to which the Law Center provides services to remediate vacant properties and engage community members in foreclosure prevention initiatives; and

WHEREAS, the Town has obtained additional grant funding made available to local governments for such services provided by the Law Center, and the Town desires to continue to work with the Law Center to provide the same services under their Professional Services Agreement and extend the terms of their prior Agreement for services to be provided from July 1, 2021 to April 30, 2022; and

WHEREAS, this Agreement has been duly approved by a majority of the governing boards of the Town.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Law Center hereby agree as follows:

1. Except as otherwise expressly described herein and/or as may be further extended through later agreement of the parties, the terms of the October 21, 2019 Agreement shall be extended and remain in full force and effect from July 1, 2021 through April 30, 2022.
2. The Town shall pay the Law Center \$57,000.00 for their services and reimburse the Law Center for any filing fees related to the filing of lawsuits brought pursuant to this foreclosure prevention initiative.
3. This Agreement constitutes the entire agreement between the parties and shall serve as an addendum to the October 21, 2019 Agreement. To the extent that any term of this agreement is in conflict to the October 21, 2019 Agreement, this Agreement's terms shall control. Any amendment to this agreement shall be void unless it is in writing and subscribed by the party against whom the amendment is sought to be enforced.
4. This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, the venue for the resolution of such a dispute shall be the County of Erie, State of New York.
5. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of said counterparts shall together constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written

DATE: _____ BY: _____
SUPERVISOR
TOWN OF WEST SENECA

DATE: January 4, 2022 BY: Kesha Williams
Title: Interim Executive Director
WESTERN NEW YORK LAW CENTER, INC.

State of New York)
Town of West Seneca):

On the ____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Dickson, Supervisor for the Town of West Seneca N.Y., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; that she/he executed the foregoing instrument in accordance with Resolution No. ____ of ____ adopted by the _____ Town Board on _____, 2022.

Notary Public

State of New York)
Town of West Seneca):

On the 4th day of January in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Kesha Williams, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

PAMELA S LANICH
Notary Public, State of New York
No. 02LA6312431
Qualified in Erie County
My Commission Expires October 6, 2022