

ANIMAL CONTROL SERVICES AGREEMENT

This Agreement is by and between Town of Canton ("Canton"), a municipal corporation with an address at 4 Market Street, Collinsville, Connecticut, and the Town of Burlington ("Burlington"), a municipal corporation with an address at 200 Spielman Highway, Burlington, Connecticut,

RECITALS

WHEREAS, Canton wishes to contract for the services of Burlington's Animal Control Officer and use of Burlington's animal shelter in order to meet Canton's animal control needs (hereinafter described as "Animal Control Services").

WHEREAS, in consideration of Burlington agreeing to provide Animal Control Services, Canton agrees to provide to Burlington an annual fee and access to an Animal Control Vehicle as further specified herein.

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the Towns agree as follows:

1. Term

The services provided hereunder shall commence on August 29, 2022 and shall cease on June 30, 2024, subject to earlier termination as set forth herein.

2. Termination

Canton may terminate this Agreement without cause upon sixty (60) days prior written notice to Burlington. Burlington may terminate this Agreement, without cause, upon ninety (90) days written notice to Canton. In the event that any fees payable hereunder are not paid when due, after notice and a period of ten (10) days within which to cure, Burlington may terminate this Agreement upon thirty (30) days written notice to Canton. In the event of any such early termination for convenience or upon default, Canton shall remain liable for the pro rata fee of any sums due hereunder.

3. Services

Burlington shall provide the services of its current Animal Control Officer ("ACO") to Canton. The ACO shall be available to Canton an average of nine (9) hours per week during the term of this Agreement. The ACO shall perform duties under the direct supervision of Burlington's Sergeant or "on duty" Burlington officer. When the ACO is performing duties in Canton, the ACO shall work under the direction of the Canton

Chief of Police or designee. In the event of any temporary change in ACO, prior written notice thereof shall be given to Canton by Burlington.

The Animal Control Services to be provided shall generally include the investigation of animal related complaints and caring for unlicensed, roaming, injured, mistreated, diseased, vicious or dangerous dogs or other animal through the enforcement of State Statutes and related local animal control ordinances. Specific ACO duties shall include, but not be limited to, the following:

- Issues infractions for violations of applicable State Statutes or local ordinances.
- Maintains accurate records of all activities, complaints, arrests and daily functions including the redemption and adoption of dogs.
- Impounds stray, lost, ownerless or roaming dogs and/or other domestic animals.
- Investigates animal related complaints regarding but not limited to barking, roaming, or injured dogs as well as dog bites.
- Responsible for transporting injured or deceased dogs to area vets for treatment or storage.
- Ensures that animals detained at the animal shelter receive adequate food, water and personal care.
- Responsible for cleaning animal shelter to keep in compliance with State Inspections.
- Responsible for calling residents on the delinquent dog license list as assigned.
- Maintains accurate records of the number of animals impounded as well as their disposition.
- Completes State Department of Agriculture Municipal reports.
- Remains on call for emergencies as needed.
- Performs community relations as assigned.
- Advertises and interviews potential owners for dogs that are up for adoption.

In the event of the death, disability, or termination of the ACO as an employee of Burlington, the obligation of Burlington to provide the foregoing Animal Control Services shall terminate as of the date of such an event at the option of Burlington upon the giving notice thereof to Canton. Payments due Burlington shall be pro-rated accordingly.

4. Fee

In consideration for the Animal Control Services, Canton shall pay the annual sum of \$19,000 to Burlington in installments of \$1,583.33 payable on the 15th day of each month commencing September 15, 2022. The Fee shall increase 2.5% on July 1, 2023. In the event the level of services required by Canton changes materially from the anticipated average of nine (9) hours per week, the parties agree to review the Fee and negotiate in good faith for an equitable adjustment.

5. Animal Shelter

Burlington agrees to provide an appropriate animal shelter for use by Canton. The animal shelter will be well maintained and meet all State requirements and be inspected by State Officials as may be required. If for any reason there is not a kennel available when needed by Canton, Burlington shall then be responsible for finding an appropriate alternative location. Burlington shall be responsible to pay all costs, including maintenance, repairs and utilities associated with animal shelter.

6. Animal Control Services Vehicle

Canton shall provide an Animal Control Services Vehicle ("Vehicle") which shall be available to the ACO to use in both Burlington and Canton. The ACO shall be allowed to take the vehicle home and respond to calls with the Vehicle. The Vehicle shall not be used for non-animal control services purposes. The ACO shall fuel the Vehicle in both Burlington and Canton in the approximate proportion of use within that Town. A log will be kept for total miles driven for each week. The Canton Chief of Police or designee shall be promptly notified of any required maintenance or repairs to the vehicle.

7. Insurance

During the term of this Agreement, each Town shall maintain general liability insurance to insure itself against any losses or damages it may incur for injury to any person or property that arises from the performance of the Animal Control Officer. Each Town will be responsible for maintaining general liability coverage for the Animal Control Officer's activities in that Town. For activities associated with this Agreement, each Town shall name the other Town as Additional Insured on their General Liability Insurance policy.

During the term of this Agreement, Canton shall maintain Automobile liability insurance on the Vehicle. The Town of Burlington will be included as an additional insured on this policy.

During the term of this Agreement, Burlington shall maintain insurance on the animal shelter for both property casualty and liability purposes.

8. Indemnification

Burlington agrees to defend indemnify and hold harmless the Town of Canton and all their employees, volunteers and agents from any and all claims, causes of action, injuries and damages arising from the negligent or intentional misconduct or acts or omissions of any Burlington employee during the course of their performance of this Agreement, including but not limited to all damages and attorney's fees incurred by the Town of Canton, for any such action or omission hereunder occurring outside of the Town of Canton. Canton agrees to defend, indemnify and hold harmless the Town of Burlington and all their employees, volunteers and agents from any and all claims, causes of action, injuries and damages arising from the negligent or intentional misconduct or acts or omissions of any Burlington employee during the course of their performance of this Agreement, including but not limited

to all damages and attorney's fees incurred by the Town of Burlington, for any such action or omission occurring within the Town of Canton or in conjunction with services related to the performance of services for the Town of Canton hereunder.

9. No Employment Contract

This Agreement is for services provided by Burlington to Canton on an independent contractor basis. Nothing herein shall be construed as an employment contract. Burlington shall indemnify and hold Canton harmless for any liability for withholding taxes, FICA, FUTA, workers' compensation and the like, which may be incurred or suffered by Canton as a result of this Agreement.

10. Entire Agreement.

This Agreement contains the entire understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained in this Agreement.

11. Amendment

Any changes to the terms and conditions as outlined herein must be mutually agreed upon by and between the Parties and shall be incorporated in written amendments hereto, executed with the same formalities as this Agreement. No amendment or modification of this Agreement shall be effective until executed by the Parties.

12. Governing Law/Venue

The laws of the State of Connecticut shall govern the formation, interpretation, and performance of this Agreement. No lawsuit pertaining to any matter under or growing out of this Agreement shall be instituted in any state other than Connecticut. The Parties agree that the venue for any legal proceeding in respect to this Agreement shall be Connecticut Superior Court, Judicial District of Hartford at Hartford.

13. Notice

Any notice, demand, offer or other written instrument ("Notice") required or permitted to be given shall be in writing, signed by the party giving such Notice and shall be hand delivered or sent, postage prepaid, to the parties at the addresses as set forth in this Agreement. Any party shall have the right to change the place to which such Notice shall be sent or delivered by similar notice sent in like manner to all other parties hereto.

Dated this 24th day of August, 2022.

TOWN OF CANTON

By: 
Robert H. Skinner

Its: Chief Administrative Officer

TOWN OF BURLINGTON

By: 
Douglas Thompson

Its: First Selectman