

AGREEMENT FOR ANIMAL CONTROL SERVICES

This Contract, effective this ___ day of July, 2019, is made by and between the Town of Freeport, a municipality of the State of Maine wholly located within the boundaries of Cumberland County Maine (hereinafter referred to as "FREEPORT"), and the Town of Brunswick, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as "BRUNSWICK"), to provide animal control services within the town limits of FREEPORT.

WITNESSETH

WHEREAS, BRUNSWICK and Freeport are required by 7 M.R.S.A. § 3947 to appoint an Animal Control Officer to enforce state laws and perform other duties as the municipalities may require, respectively; and

WHEREAS, FREEPORT and BRUNSWICK desire to share the services of a full time certified Animal Control Officer to provide animal control services; and

WHEREAS, BRUNSWICK has agreed to employ one full time Animal Control Officer and pay all necessary wages and benefits for his/her services to provide animal control services in FREEPORT and BRUNSWICK; and

WHEREAS, FREEPORT has agreed to contribute a fair share of the necessary wages, benefits and overhead expenses for the Animal Control Officer employed by BRUNSWICK.

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE 1 – DEFINITIONS

- A. Animal Control Officer (hereinafter referred to as ACO) shall mean an individual who is appointed pursuant to 7 M.R.S.A. Section 3947 to fulfill the statutory obligations outlined in 7 M.R.S.A. § 3947 and who meets the qualifications and training requirements of 7 M.R.S.A. § 3906-B (4).
- B. Fiscal Year shall mean July 1st through June 30th.

ARTICLE 2 – TERM

- A. This Agreement shall commence July _____, 2019 and shall remain in full force and effect until June 30, 2020, all dates inclusive.
- B. The terms and conditions of this Agreement are contingent upon the approval of the Town Managers and Town Councils of each participating town, respectively.

ARTICLE 3 – EMPLOYMENT OF ACO

- A. **Employer.** BRUNSWICK be responsible for employing one full time certified ACO and said ACO shall remain an employee of BRUNSWICK, respectively, during the term of this Agreement for all purposes including without limitation, pay, benefits, workers compensation and liability coverage. However, FREEPORT shall be entitled to participate in the selection process for the ACO.
- B. **Vacancy.** In the event that the ACO position is vacant during a portion of the year, BRUNSWICK shall use its best efforts to fill the position as soon as possible, but shall not have a duty to provide ACO services during the vacancy. FREEPORT's cost reimbursement fee shall be prorated accordingly and FREEPORT shall not have to pay for services during the term of the vacancy.
- C. **Representation.** All parties hereto agree that the ACO shall be an employee of BRUNSWICK for all payroll purposes, but shall be separately acting as the sworn officer and agent of each participating town in the discharge of his/her services, duties, and responsibilities as Animal Control Officer within the scope of this Agreement. Each municipality shall independently qualify and appoint each ACO for the purposes of statutory and local ordinance authorization, which appointment shall be made subject to the tenants of this Agreement. An appeal taken under the ordinance of any town on an action or decision of the ACO acting as ACO in that town shall not be a cause of action or basis of appeal in another town.
- D. **Liability for Actions/Inactions of ACO.** BRUNSWICK assumes all liability for and shall hold FREEPORT harmless from any and all liability incurred while the ACO responds to and handles BRUNSWICK calls for service or other BRUNSWICK matters. FREEPORT assumes all liability for and shall hold BRUNSWICK harmless from any and all liability incurred while the ACO responds to and handles FREEPORT calls for service or other FREEPORT matters.
- E. **Wages and Benefits.** BRUNSWICK shall employ the ACO on a full time basis and provide wages and benefits as provided generally for other full time municipal employees of the Town of Brunswick.

- F. **Right of Control.** BRUNSWICK shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein with respect to their employed ACO. Notwithstanding any other provision of this Agreement to the contrary, BRUNSWICK, through its Chief of Police, shall have the right to receive and investigate complaints from residents of either town hereby served against their employed ACO, respectively. BRUNSWICK shall make the final determination on said issues with respect to their employed ACO. All decisions pertaining to employment discipline and discharge of personnel performance of duties and other personnel matters shall remain exclusively with BRUNSWICK.
- G. **Scope of Employment.** BRUNSWICK and FREEPORT agree that the ACO shall devote his/her work time, efforts, and attentions to the customary duties and responsibilities of an animal control officer and the administration related functions of the ACO office as follows:
1. Average of 10 hours per week on Freeport matters; and
 2. Average of 30 hours per week on Brunswick matters.

Training time, vacation time and sick time shall be split in the same proportion as the distribution of the work week. Duties shall include, but are not limited to calls for service, follow up investigations, management of quarantines, proactive enforcement, time spent attending meetings, required appearances in court, providing information and advice to citizens and municipal officials, state agencies, vendors, and other persons with interests and activities pertaining to the animal control functions of FREEPORT and BRUNSWICK. The Chief of Police of the police department of the respective town may establish the tasks/priorities for the hours the ACO works on their town's matters.

- H. **Schedule.** The ACO shall generally work five-eight hour days, to include, vacation, sick time and other leave consistent with the Town of Brunswick personnel policies. The schedule will generally be weekdays unless otherwise agreed by the Chiefs of Police of the police departments.
- I. **After-Hours Response.** After-hours responses shall be initiated accordance with the policies of the respective police department. The overtime costs of the after-hours response shall be exclusively paid for by the department that whose incident required the response of the ACO. The ACO shall notify the respective Chief when overtime has been incurred on a call.
- J. **Unavailability.** During times of unavailability including the hours in which the ACO is not regularly scheduled to work or is on approved leave, each department is responsible for handling their respective ACO calls.

- K. **Early Termination.** Either party to this agreement may terminate it, with or without cause, prior to its expiration date with thirty (30) days advance notice. BRUNSWICK shall have no obligation to provide ACO services past the early termination date and FREEPORT shall have no obligation to pay for ACO services past the early termination date.

ARTICLE 4 – COSTS

- A. **Reimbursement.** FREEPORT shall reimburse BRUNSWICK at the rate of \$19,000 per year to cover wages, benefits, uniforms, vehicle usage, fuel and administrative costs. The fee shall be prorated for the first year in accordance with how many weeks of the fiscal year this agreement is in effect.
- B. **Timing of Payment.** Payment for the first six months of the fiscal year shall be made by October 15th and the second six months of the fiscal year by March 15th. BRUNSWICK shall bill FREEPORT for reimbursement of any overtime costs incurred on FREEPORT ACO calls semi-annually and bills shall be paid within thirty days of invoice.
- C. **Shelter Fees.** BRUNSWICK and FREEPORT are each responsible for entering into agreements with the shelter and paying any fees due the shelter pursuant to their respective agreement with the shelter. Each town shall receive any fees collected on behalf of the Town by the shelter. Each town shall receive any court fine payments which result from the respective town's ordinance violations.
- D. **Vehicle.** BRUNSWICK shall provide a vehicle for the ACO to use and pay for the maintenance and fuel of the vehicle. The vehicle will be stored at the Brunswick Police Department when not in use. Brunswick shall letter the vehicle so that it is labelled "Brunswick-Freeport Animal Control".
- E. **Other Obligations.** Each town shall be individually responsible for providing work space, furniture, equipment and support, legal counsel and defense costs and appeals processes, as needed. Each town shall individually provide such additional support and other necessary resources and functions as the town shall deem necessary and prudent for the proper administration of animal control in the town.

ARTICLE 4 – RECORDS

- A. **Time.** In order to monitor the hours of work on each town's animal control matters and to provide data to evaluate this agreement in the event that the parties desire to renew it, the ACO shall keep a log of time spent on each town's animal control

matters. The hours assigned each town are intended to be averages and the parties understand that there may be times that the ACO needs to spend additional (or less) time that the average depending on the nature, number and severity of calls.

- B. **Transports.** The ACO shall also keep other statistics reasonably requested by the respective Chief of Police such as number of animals transported to the shelter, summonses issued, dog bites, etc.

ARTICLE 5 – ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the towns. If any clause, section, or provision is held to be invalid or unenforceable, that shall not affect the entire agreement and the towns agree to meet and negotiate a new clause, section, provision or agreement.

IN WITNESS WHEREOF, the Towns of FREEPORT and BRUNSWICK, by order duly adopted by their Town Councils have caused this Agreement to be signed by the Town Managers, all on the day and year first above written.

Town of Brunswick

By: John Eldridge
Its: Town Manager

Town of Freeport

By: Peter Joseph
Its: Town Manager