

## **CONTRACT FOR ANIMAL CONTROL AND INSPECTION SERVICES**

THIS AGREEMENT made this 25<sup>th</sup> day of March in the year 2021 by and between the TOWN OF WINCHENDON and the TOWN OF TEMPLETON, a municipal corporation located in Worcester County, Massachusetts, acting through its TOWN MANAGER and TOWN ADMINISTRATOR respectfully.

WITNESSETH: that the two Towns for the consideration hereinafter named agree as follows:

### **I. SCOPE OF SERVICES**

- a) The employees of the Town of Winchendon shall hold the appointment of Animal Control Officer and/or Animal Inspector from the effective date of this Contract through June 30, 2023 and shall fulfill the duties of the Animal Control Officer and/or Animal Health Inspector. This function of Animal Health Inspector is outside of the contract and could be added for an additional sum of \$1600.00 (FY 21), \$1700.00 (FY22) \$1800.00 (FY 23).
- b) This Contract incorporates by reference the Scope of Services in the SOP, standard operating procedures, agreed upon by the police chiefs/designees.
- c) Inspecting domestic animals affected with or exposed to any contagious disease; quarantining or isolating animals when appropriate (M.G.L. Ch 129, Sec 19 & 21).
- d) Issuing quarantine notices for domestic animals that bite people, or are bitten by other animals; inspecting quarantined animals regularly to insure that the quarantine is not broken and the animal is not exhibiting signs of rabies (M.G.L. Ch. 129, Sec. 24 & 30).
- e) Performing sanitary inspections of kennels to ensure compliance with all Commonwealth rabies control laws. Documenting and keeping all records relative to inspections. Supplying a Summary Sheet on such kennels which will be supplied annually to the Massachusetts Department of Food and Agriculture Division of Animal Health (M.G.L. Ch. 129, Sec. 25).
- f) For purposes of quarantine as referred to herein, the Animal Control Officer must be nominated by the TOWN MANAGER and the appointment(s) must be confirmed by the Commonwealth's Department of Agricultural Resources, Division of Animal Health.
- g) Performing barn inspections on an annual basis and communicating the findings to the Massachusetts Department of Agriculture, Division of Animal Health via the "Barn Book" provided by the State. The Town will receive a copy of the Summary page submitted with the Barn Book. This task is performed annually during September through December; response to the State must be submitted no later than January 1st of each year.
- h) Working at the request of the Police Chief or his designee, the Animal Control Officer shall have primary responsibility for the enforcement of Article 17 of the Town of Winchendon.

General Bylaws, as amended, and Massachusetts General Laws, Chapter 140, Section 136A through 175, as amended, and any other applicable laws or regulations. Additionally, the Animal Control Officer will handle other such animal-related incidents on an occasional basis as he deems appropriate, or as requested by the Police Chief or his designee and all Town of Templeton General Bylaws and ordinances related to animal control.

- i) Being on call between the hours of 7am and 7pm with emergency service from 7pm to 7am, 7 days per week, 365 days per year and providing the Town with a telephone number where he or she can be reached as necessary. Adhering to established On-Call and protocol procedures adopted by the Town. **Call out emergencies services are a flat rate of \$50.00.**
- j) All services provided by the Animal Control Officer shall be directly compensated by the Town of Winchendon.
- k) The Town of Templeton will provide a motor vehicle, keep same registered and insured. The Town of Winchendon's obligation for the vehicle shall be limited to supplying fuel and doing the oil change services. The vehicle shall be utilized by the Animal Control Officer in the course of his/her services to the Towns. The vehicle shall be clearly marked and designated as an official animal control vehicle for the Towns. The adequacy of the vehicle shall be subject to the determination of the Winchendon Police Chief or his designee.
- l) The Town of Winchendon will maintain a kennel facility for the boarding of unlicensed or stray animals.
  - a. Boarding fees not to exceed \$10 per day for daily care for each day or part thereof that the animal is impounded, and \$25 for the first reclaiming and \$50 for the second and subsequent reclaiming. These boarding and reclaiming fees are not required to be turned over to the Town of Templeton. However, if the dog is not licensed, then before release to any person, a license as required by the Town shall be secured.
  - b. The kennel's normal business hours shall be from 8:00 a.m. to 7:00 p.m. Monday through Friday. Arranging the return of animals after the kennel's normal business hours, shall be at the discretion of the Animal Control Officer.
- m) Maintaining an accurate record of the Animal Control Officer activities; providing the Police Chief or his designee a monthly report in a form acceptable to the Towns; completing all necessary paperwork required by the Towns; and keeping a detailed record of action taken.
- n) Issuing of citations in accordance with Towns and State regulations. All such fines or penalties shall be collected by the Towns and shall be the property of the Towns. The Animal Control Officers shall pursue delinquent fines or penalties on behalf of the Towns via court process as necessary.
- o) Keeping abreast of new or revised state regulations and/or laws pertaining to the duties of this position.
- p) Animal Control Officers, maintaining on the person, proper identification as provided by the Winchendon/Templeton Police Department.

- q) Supplying the Animal Control Officers own equipment, e.g., traps, snares, leashes, nets, ladders, rabies pole, crates for transport, etc., necessary to perform the duties outlined herein.
- r) Maintaining a staff of at least one (1) full-time equivalent Animal Control Officers/Animal Inspectors. A certified Commonwealth of Massachusetts ACO shall be available to provide coverage during regular business hours and after-hours on nights and weekends for emergency calls. Each Animal Control Officer/Animal Inspector shall keep a complete record of all activities performed. Staff shall possess a valid Massachusetts Class D Motor Vehicle License.

## **II. COMPENSATION**

The Town of Winchendon shall submit invoices to the Town of Templeton on a monthly basis for services rendered the previous month. Invoices shall include a monthly fee of;

\$1,775.00 (FY21)

\$1,850.00 (FY22)

\$1,900.00 (FY23)

Plus a fee of \$50.00 per call for emergency calls made during the month in accordance with Section I-i of the above. Invoices shall be due and payable within 30 days of receipt.

## **III. INSURANCE**

The Towns shall maintain such insurance as will protect the Towns from claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the Animal Control Officer, in the following amounts:

- Workers' Compensation Insurance as required by law. (Winchendon)
- General Liability of at least \$1,000,000 (Winchendon)
- Automobile Liability of at least \$1,000,000 Bodily Injury and Property Damage per accident. (Templeton)

Copies of certificates of insurance shall be provided to the Police Chief annually for the duration of the Contract.

Insurance companies must be licensed by the Commonwealth of Massachusetts and otherwise be acceptable to the Towns. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Towns respectfully.

All policies shall be written so that the Towns will be notified in writing of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such action.

#### **IV. CITATIONS**

The Animal Control Officer shall, on at least a weekly basis, turn over forthwith to the Town of Winchendon/Templeton Town Clerk all citations issued by the Animal Control Officer, referenced in Section I (n) above.

#### **V. ASSIGNMENT PROHIBITED**

The Animal Control Officer shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Towns, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Towns.

#### **VI. TERMINATION**

- a). Termination for Convenience. Either party may terminate this Contract at any time for convenience by providing written notice to the other party specifying therein the termination date which shall not be sooner than ninety (90) days from the issuance of said notice. Upon receipt of such a notice, the Animal Control Officer shall cease to incur additional expenses in connection with this Contract. Upon such termination, The Town of Winchendon shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Towns, such payment not to exceed the fair value of the services provided hereunder.

#### **VII. GOVERNING LAW**

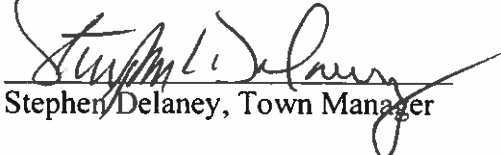
This Contract shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts, without regard to conflict of laws principles.

#### **VIII. ENTIRE AGREEMENT**

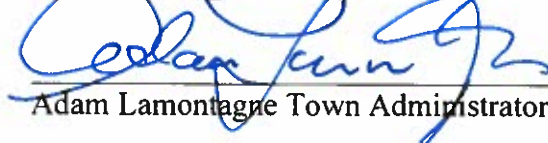
This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, SAID TOWNS OF WINCHENDON and TEMPLETON has caused its corporate seal to be hereto affixed and this contract to be executed in its name and behalf by the TOWN MANAGER and the TOWN ADMINISTRATOR has executed this agreement upon the day and year first above written.

TOWN OF WINCHENDON

  
Stephen Delaney, Town Manager

TOWN OF TEMPLETON

  
Adam Lamontagne Town Administrator