ANIMAL CONTROL SERVICES COST SHARING AGREEMENT
BY AND BETWEEN
THE TOWNS OF SOMERS AND EAST WINDSOR

The TOWN OF SOMERS, CONNECTICUT, with a business address of 600 Main Street, PO Box 308, Somers, CT 06071 ("Somers"); and the TOWN OF EAST WINDSOR, CONNECTICUT, with a business address of 11 Rye Street, Broad Brook, CT 06016 ("East Windsor"), (collectively the "Towns"), agree to enter into an **ANIMAL CONTROL SERVICES COST SHARING AGREEMENT** (the "Agreement") effective January 1, 2011.

RECITALS

WHEREAS, Connecticut General Statue 7-148cc authorizes two or more municipalities to jointly perform any function that each municipality may perform separately under any provisions of the general statures or any special act, charter, or home rule ordinance upon entering into an agreement to such effect with other municipalities;

WHEREAS, C.G.S 7-148cc requires that any such agreement be approved by each participating municipality in the same manner as ordinances are approved or, if no ordinances are approved, in the same manner as the budget is approved; and

WHEREAS, the undersigned municipalities find that entering into such an agreement is necessary and beneficial for the delivery of more effective and efficient animal control services to the citizens of their respective municipalities and have followed the approved process outlined above.

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

1. Somers and East Windsor agree to share animal control services (the "Animal Control Services") for the term specified in this agreement.
2. East Windsor agrees to provide an animal shelter (the "Shelter") for joint use by the Towns.
3. Both the Towns agree to share their animal cages and equipment ("Equipment") for joint use by the Towns.
4. The Towns wish to enter into this Agreement to provide for the sharing of Animal Control Services and agree to share equally in the costs of the Shelter, equipment, facilities maintenance and expenses described in Section 2 of this agreement.

1. **AGREEMENT TERM.** The Towns agree that they will annually jointly review the terms of this Agreement to ensure that it is in the continuing best interests of their respective towns, and will make such amendments to its terms as they may then agree upon.

2. **PAYMENT OF EXPENSES.**

   a. Somers shall pay to East Windsor 50% of the cost of the facility operation, to include the cost of heating, electricity and maintenance. Building maintenance items totaling over $1000.00 must be approved by both the Somers and East Windsor First Selectmen.

   b. Somers shall pay East Windsor an allocated amount for expenses associated with food, cleaning supplies and other business expenses approved by both Somers and East Windsor.

   c. Both Towns will be responsible for medical expenses associated with animals from their own Towns.

   d. Payments for the above expenses shall be made by Somers to East Windsor no later than thirty (30) days following Somers's receipt of a detailed invoice of such expenses from East Windsor.

3. **ANIMAL CONTROL PERSONNEL**. Somers and East Windsor will retain their own Animal Control Personnel and will work together through a mutual aid agreement to feed and care for the dogs as well as clean the facility.

4. **REVENUE**. All revenue received by the Animal Control Officer will be allocated to the town to which the animal was reported.

5. **STATE ANIMAL CONTROL REPORTING.** Somers and East Windsor shall comply with all state animal control reporting requirements applicable separately. This reporting will be completed by each Town's Animal Control Officer.

6. **INSURANCE.**

   a. <u>Insurance to be maintained by the Towns</u>. During the term of this Agreement, each Town shall maintain general liability insurance to insure itself against any losses or damages incurred for injury to any person or property that arises from the performance of the Animal Control Services.

   b. <u>Additional Insurance to be maintained by East Windsor.</u> During the term of this Agreement, East Windsor shall maintain the following additional insurance:

      i. Property insurance insuring the Shelter and the contents contained therein.
      ii. General liability insurance for bodily injury to any person entering upon the building of the shelter and the surrounding grounds (the "Shelter Premises") that is caused by a defective condition in the Shelter Premises.

   c. <u>Additional Insured.</u> East Windsor shall name Somers as an additional insured on the policy described in Section 6.b.ii. above.

7. **GENERAL PROVISIONS.** This Agreement may not be modified orally. This agreement will automatically renew on January 1st of each year unless written notification terminating this agreement is supplied by one town to the other 90 days prior to the termination date.

Town of Somers

By: _____
Lisa Pellegrini
First Selectman
Town of Somers

Date: _____

Town of East Windsor

By: _____
Denise Menard
First Selectman
Town of East Windsor

Date: _____

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