

**INTERLOCAL AGREEMENT TO SHARE AN ANIMAL CONTROL FACILITY AND ANIMAL CONTROL OFFICER
BY AND BETWEEN THE TOWN OF HARWINTON AND THE TOWN OF LITCHFIELD**

This interlocal agreement, made as of July 1, 2022, by and between the Town of Harwinton and the Town of Litchfield, for the sharing of the Harwinton Animal Control Facility and the services of the Harwinton Animal Control Officer, the terms of which are more fully described below.

RECITALS

WHEREAS, Connecticut General Statutes Section 7-148cc authorizes two or more municipalities to jointly perform any function that each municipality may perform separately by entering into an interlocal agreement under Sections 7-339a through 7-339l of the Connecticut General Statutes;

WHEREAS, the above referenced municipalities desire to share an interlocal animal control facility and related animal control officer services; and

WHEREAS, the Town of Harwinton employs a *per diem* Animal Control Officer and Assistant Animal Control Officer(s), who serve Harwinton under the direction of the Harwinton First Selectman; and

WHEREAS, the Town of Litchfield has need for the services of an Animal Control Officer and the use of an Animal Control Facility; and

WHEREAS, there is now an Animal Control Facility, located in and operated by the Town of Harwinton, which can properly serve both municipalities pursuant to the terms of this agreement;

Now, therefore, in consideration of the benefits to be derived by each municipality participating in this interlocal agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is agreed as follows:

A. THE SHARED ANIMAL CONTROL PROGRAM

1. This interlocal agreement is entered into by the member municipalities pursuant to Connecticut General Statutes, Section 7-148cc, and Sections 7-339a to 7-339l, inclusive. The parties to this agreement hereby establish this animal control program ("Program") for the purpose of administering and enforcing the laws relating to animals within the two participating municipalities generally to include the operation of the shared Animal Control Facility and the shared Animal Control Officer and Assistant Animal Control Officer(s).
2. Upon the approval of each municipality's respective legislative body, as defined in Connecticut General Statutes, Section 1-1(m), the shared Animal Control Officer shall have

the power to acquire, purchase, lease, maintain, operate, improve, repair and replace, such personal property, and incur such other expenses as the Animal Control Officer, after prior consultation with the First Selectmen of both municipalities, determines is necessary or desirable to operate the Animal Control Facility and the Program.

3. The Town of Harwinton shall maintain all records relating to the Program, including the shared Animal Control Officer and operation of the Animal Control Facility, as necessary or desirable to carry out the purposes of the Program or as may be required by law. And to provide copies of such records as may be requested by the other municipality.
4. This agreement does not include the removal and disposition of animal carcasses by the Animal Control Officer. Said removal shall remain the responsibility of each municipality, separately, to this agreement. Nothing in this agreement shall require one participating municipality to remove an animal carcass found in another municipality or to control or dispose of any other domestic animals or wildlife.
5. The Town of Litchfield shall use the Animal Control Officer and Assistant Animal Control Officer provided by Harwinton to administer and enforce applicable animal control statutes found in Connecticut General Statutes, Chapter 435, municipal ordinances, state regulations, and policies in the Town of Litchfield.
6. As the owner of the Animal Control Facility and the employer of the Animal Control Officer and any Assistant Animal Control Officer(s), Harwinton shall be the lead municipality under this agreement. Litchfield shall be a contributing municipality to the shared facilities, Animal Control Officer, and Assistant Animal Control Officer(s).

B. USE OF THE SHARED ANIMAL CONTROL FACILITY

1. The parties to this agreement hereby agree to share for the animal control facility located in the Town of Harwinton.
2. The facility shall be operated and supervised by the Harwinton Animal Control Officer and required Assistant Animal Control Officer(s).
3. The facility shall accept live domestic dogs from the municipalities entering into this agreement.
4. The care, maintenance, and disposal of the Litchfield dogs placed in the facility shall be in accordance with the Connecticut General Statutes, Chapter 435, applicable state regulations,

and any applicable municipal ordinances and policies of the Town of Harwinton, and shall be included in the annual fee charged the Town of Litchfield.

5. The days and hours of operation of the shared Animal Control Facility shall be set by the Town of Harwinton. The Town of Harwinton shall determine the holidays when the facility is closed.

C. SHARED COSTS OF BOTH THE ANIMAL CONTROL PROGRAM AND ANIMAL CONTROL FACILITY

1. The costs and expenses involved in the maintenance and operation of the Animal Control Facility and the Animal Control Officer shall be shared by the municipalities entering into this agreement pursuant to the following schedule:
 - a. The Town of Litchfield shall pay to the Town of Harwinton a fee of \$500.00 per month for use of space at the animal control facility. Redemption fees paid for the reclamation of animals shall be retained by the municipality from which the animal is claimed (i.e., the municipality in which the animal was found before being brought to the animal control facility).
 - b. The Town of Litchfield shall pay to the Town of Harwinton a fee of \$10,000.00 per year in payment for a *per diem* Animal Control Officer to be employed by the Town of Harwinton.
 - c. The Town of Harwinton shall continue to employ a duly licensed Animal Control Officer and shall continue to operate an adequate Animal Control Facility for the duration of this agreement. The Animal Control Officer shall remain an employee of the Town of Harwinton and the facility shall continue to be owned and operated by the Town of Harwinton. Nothing in this agreement shall be construed as conveying any ownership interest in the facility or underlying land to the Town of Litchfield.
2. The costs and expenses involved in the maintenance and operation of the interlocal animal control program, and the regional animal control facility, shall include:
 - a. The pay for a *per diem* Animal control Officer and Assistant Animal Control Officer(s).
 - b. Boarding care for the animals kept at the facility, including but not limited to, veterinary care of the animals, animal food, water, medicines, vitamin supplements, and vaccinations.

- c. The care, maintenance, and repair of the physical plant of the animal facility itself, to include, heat, electricity, water, and snow removal;
- d. Any other reasonable expenses associated with the regional animal control facility and animal control program.

D. THE TOWN OF HARWINTON AS ADMINISTRATOR OF BOTH THE ANIMAL CONTROL PROGRAM AND ANIMAL CONTROL FACILITY

- 1. The day-to-day operation of the Animal Control Facility will be conducted by the applicable officials of the Town of Harwinton. The Town of Litchfield pay to the Town of Harwinton its respective share of costs and maintenance fees quarterly borne by Harwinton. Such payments from Litchfield to Harwinton shall be sent to the Treasurer of the Town of Harwinton.
- 2. The Town of Harwinton shall be the employer of the Animal Control Officer and any Assistant Animal Control Officer(s), for the purposes of operating the facility. Nothing in this agreement shall be construed as making the Animal Control Officer and any Assistant Animal Control Officer(s) the employee(s) of any other municipality. The Town of Harwinton shall continue to set the work schedule (including holidays) of the Animal Control Officer and any Assistant Animal Control Officer(s).
- 3. For purposes of civil liability, municipal immunity, indemnification and public officials' liability insurance, the Animal Control Officer and any Assistant Animal Control Officer(s) shall be deemed to be acting on behalf of the member municipalities for any claims of negligence or intentional acts in the discharge of their official duties.

E. BEGINNING AND TERMINATION OF AGREEMENT

- 1. This agreement for the shared Animal Control Officer and Animal Control Facility shall start upon the execution of this agreement by all parties and will terminate five years thereafter. At any time during the Program, either party to this agreement may, upon sixty (60) days advance written notice to the other party, withdraw from participation and shall only be responsible for its pro rata share of costs and expenses to the end of the month written notice is sent to said other parties.
- 2. If the Town of Litchfield withdraws from this agreement, then Litchfield's share of cost and expenses shall be borne by Harwinton, as the case may be. If Harwinton withdraws from

this agreement, the compact shall be dissolved and each party shall pay its share through the date this agreement terminates.

3. The insurance and indemnification provisions of this agreement shall survive any party withdrawal and shall survive the termination of this agreement.

F. MISCELLANEOUS PROVISIONS

1. Entire Agreement and Modifications: This agreement constitutes the entire understanding of the parties and supersedes any previous agreements or understandings, whether written or oral, if any, previously made among the parties to this agreement with respect to its subject matter. This agreement may not be modified except by in writing executed by the First Selectman of each municipality approved by the appropriate legislative body of each municipality.
2. Severability: If any provision of the agreement is held to be unenforceable, then it shall be narrowed and enforced to the scope and breadth permitted by law. If any provision of this agreement should be held unenforceable in full, such provision shall be struck and the remainder of the agreement shall remain intact and in force.
3. Counterparts: This agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument and shall for all purposes be deemed to have been made, executed and delivered as of the date of the first written above, irrespective of the time or times when the same or any of the counterparts may be made, executed or delivered.
4. Indemnification: Each of the parties hereto shall indemnify and save harmless the other parties hereto for any liability, claims, demands, suits, judgement's (including attorney's fees and costs), arising from, or related to, or incurred by the interlocal facility and its officers or employees which indemnification and hold harmless shall survive the termination of this agreement or the dissolution of the interlocal facility. Each municipality shall provide adequate insurance to cover such liability and indemnification, and each municipality agrees to waive its right of subrogation as against the other municipality, its officials, members, employees or agents, for claims arising out of, or related to the shared facilities and animal control officer(s). This provision shall survive the termination of this agreement, and in the event of termination, shall remain in effect until all relevant statutes of limitation have expired.

5. Start Date: This agreement shall begin on July 1, 2022 and shall remain in effect for five years unless dissolved in accordance with the terms of this agreement.
6. Dispute Resolution: in the event of a dispute arising under this Agreement, the parties shall attempt to resolve their differences through a meeting of the First Selectmen of each municipality. If such meeting does not resolve the dispute, then all claims, demands, disputes, controversies and differences which may arise under this agreement or between the parties to this Agreement shall be submitted first to the Interlocal Advisory Board for mediation. If mediation is unsuccessful, the parties agree to this Agreement in Superior Court of the State of Connecticut in and for the Judicial District of Litchfield. This Agreement shall be governed by the laws of the State of Connecticut.
7. This Agreement may be amended in writing as approved by the Board of Selectmen and a town meeting in each town; provided, however, any increase in excess of current appropriations shall be approved by the Board of Finance of each town pursuant to the provisions of Connecticut General Statutes, Section 7-348.
8. Interlocal Advisory Board: this Agreement shall be administered by an Interlocal Advisory Board consisting of the First Selectman of each town. The Interlocal Advisory Board shall meet at least once a year. The reasonable expenses of the Interlocal Advisory Board shall be reimbursed equally by Litchfield and Harwinton as part of its annual budget. The Board shall be responsible for:
 - (i) Formulating and proposing any budgets for improvement and repair of the facility, or for payment of any animal control officer(s).
 - (ii) Recommending any proposed amendments to this agreement.
 - (iii) Applying for any state or federal funding as may be available for this project.
9. Notices: All notices under this Agreement shall be sent by certified mail to:

TOWN OF LITCHFIELD c/o First Selectman Town Hall 74 West Street, P.O. Box 488 Litchfield, CT 06759	TOWN OF HARWINTON c/o First Selectman Town Hall 100 Bentley Drive Harwinton, CT 06791
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[signature pages follow]

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Dated at Litchfield, Connecticut as of this ____ day of _____, 2022.

WITNESSED:

TOWN OF LITCHFIELD

Denise Raap, First Selectman

STATE OF CONNECTICUT)

) ss: Litchfield

COUNTY OF LITCHFIELD)

On this the ____ day of _____, 2022, before me, _____, the undersigned officer, personally appeared Denise Raap, First Selectman, of the Town of Litchfield, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

Commissioner of Superior Court

Notary Public

[seal]

My Commission Expires:

Dated at Harwinton, Connecticut as of this ____ day of _____, 2022.

WITNESSED:

TOWN OF HARWINTON

Michael Criss, First Selectman

STATE OF CONNECTICUT

)

) ss: Harwinton

COUNTY OF LITCHFIELD

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On this the ____ day of _____, 2022, before me, _____, the undersigned officer, personally appeared Michael Criss, First Selectman, of the Town of Harwinton, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

Commissioner of Superior Court

Notary Public

[seal]

My Commission Expires: