

ANIMAL CONTROL SERVICES COST SHARING AGREEMENT

BY AND BETWEEN

THE TOWNS OF CANTON AND AVON, CONNECTICUT

THIS ANIMAL CONTROL SERVICES COST SHARING AGREEMENT (the "Agreement") is made this 23rd day of April, 2015, superseding the Animal Control Services Cost-Sharing Agreement dated June 30, 2014, to be effective, as of the 1st day of May, 2015, by and between the TOWN OF CANTON, CONNECTICUT, with a business address of 4 Market Street, Collinsville, Connecticut 06022 ("Canton"), and the TOWN OF AVON, CONNECTICUT, with a business address of 60 West Main Street, Avon, Connecticut 06001 ("Avon") (each a "Town" and collectively, the "Towns").

RECITALS:

WHEREAS, Avon agrees to provide an animal shelter (the "Animal Shelter" or "Shelter") for joint use by the Towns and to make available to Canton a motor vehicle (the "Vehicle"), animal cages, and other equipment for animal control activities (the "Equipment").

WHEREAS, the Towns wish to enter into this Agreement to provide for: (i) the payment by Canton to Avon of Canton's proportionate share of the Expenses associated with the Animal Shelter, the Animal Control Officer Vehicle, equipment and other expenses of the Animal Control Officer (i.e., uniforms, training programs, etc.) ("Other Expenses").

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

- I. CONTRACT TERM This Agreement shall commence on May 1, 2015 and shall terminate on June 30, 2016, unless the Towns mutually agree in writing to terminate this Agreement on an earlier date.
- II. PAYMENTS BY CANTON Canton shall continue to pay to Avon thirty-five and 82/100 percent (35.82%) of any incidental expenses incurred by Avon: (A) in connection with the Animal Shelter, including, but not limited to, the purchase of animal food, cleaning materials, equipment, utilities, maintenance services, and other operating expenses of the Shelter; (B) in connection with the Animal Control Officer Vehicle, including fuel, maintenance, and insurance; and (C) in connection with any Other Expenses of the Animal Control Officer.

Payments for such Shelter, Vehicle and Incidental Expenses shall be made by Canton to Avon semi-annually on or about January 1 and June

30 following Canton's receipt of a detailed invoice of such expenses from Avon.

III. TAX WITHHOLDING AND REPORTING Each Town shall comply with all federal and state income tax withholding and reporting requirements applicable to the payment of their respective wages to the Animal Control Officer.

IV. INSURANCE

A. Insurance to be Maintained by the Towns 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.

Each Town will also be responsible for maintaining Workers' Compensation insurance coverage for the Animal Control Officer, so that should the Animal Control Officer sustain a Workers' Compensation injury while working for the Town of Avon, Avon's Workers' Compensation policy will cover any claim of the Animal Control Officer and alternately, should the Animal Control Officer sustain a Workers' Compensation injury while working for the Town of Canton, Canton's Workers' Compensation policy will cover that injury/claim.

B. Automobile Liability Insurance for Animal Control Officer Vehicle

- (1) The Town of Avon, as owner of the Animal Control Officer vehicle, will be required to provide automobile liability insurance coverage and automobile physical damage coverage for the vehicle.
- (2) Avon shall name Canton as an additional insured on its automotive liability insurance policy for the Animal Control Officer Vehicle.
- (3) If an automobile accident occurs while the Animal Control Officer is working for the Town of Canton, the Town of Canton will be responsible for reimbursing the Town of Avon for any application of the automobile insurance policy deductible.

C. Additional Insurance to be Maintained by Avon During the term of this Agreement, Avon shall maintain the following additional insurance:

- (1) Property insurance insuring the building of the Shelter and the contents contained therein; and,
- (2) General liability insurance for bodily injury to any person entering the building of the Shelter and the surrounding grounds (the "Shelter Premises") that is caused by a defective condition at the Shelter Premises (a "Shelter Defect").

V. GENERAL PROVISIONS

- A. The Town of Canton acknowledges that it will be hiring Beverly LaPlume as its part-time Animal Control Officer. If Beverly LaPlume ceases to be Canton's Animal Control Officer, this Agreement will become null and void. No other person on Canton's behalf shall be authorized to utilize the Animal Control Vehicle or the Animal Shelter without prior approval of the Chief of Police of Avon or his/her designee.
- B. Both Towns agree to coordinate any scheduling conflicts that may arise as a result of each Town hiring Beverly LaPlume to be its respective part-time Animal Control Officer.
- C. Amendment This Agreement may not be modified or terminated orally, and no modification, termination or attempted waiver shall be valid, unless in writing and signed by the Town against whom the same is sought to be enforced.
- D. Entire Agreement This Agreement constitutes the complete understanding of the Towns with respect to the terms set forth herein and supersedes all prior communications, negotiations and agreements between the Towns with respect to the subject matter hereof.
- E. Counterparts This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one document.
- F. Notices Any notice required, or which may be given under this Agreement, shall be in writing and either delivered personally, sent by overnight courier or mailed by certified mail, return receipt requested, to the addressee. Such notice shall be deemed given when so delivered personally or telecopied, or if sent by overnight courier, one (1) business day after the date so sent, or if mailed by

certified mail, three (3) business days after the date of mailing, in each case addressed as follows:

If to Canton, to:

Robert H. Skinner  
Chief Administrative Officer  
Town of Canton  
4 Market Street  
P.O. Box 168  
Collinsville, CT 06022  
Fax: (860) 693-7840

If to Avon, to:

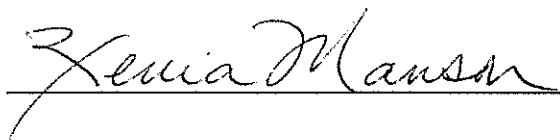
Brandon L. Robertson  
Town Manager  
Avon Town Hall  
60 West Main Street  
Avon, CT 06001  
Fax: (860) 409-4368

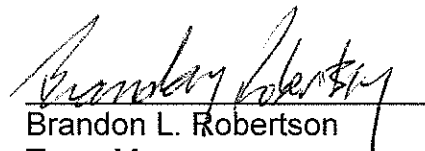
G. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, the Towns hereto have hereunto set their hands and seals as of the day and year first written above.

Witnessed By:

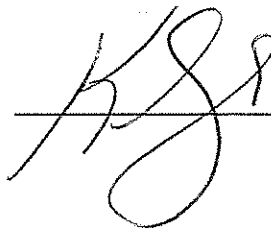
TOWN OF AVON:

  
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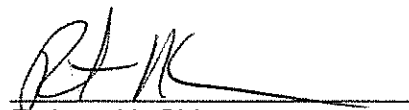
By:   
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Brandon L. Robertson  
Town Manager

TOWN OF CANTON:

  
\_\_\_\_\_

Kerri Kazlauskas

By:   
\_\_\_\_\_

Robert H. Skinner  
Chief Administrative Officer