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CITY OF AMESBURY CITY OF AMESBURY, MA
IN THE YEAR TWO THOUSAND TWENTY-ONE

SPONSORED BY: *Kenneth A. ...* BILL No. 2021-106

An Order to authorize the Mayor to enter into an inter-municipal agreement with the Town of Salisbury for the provision of regional animal control services.

Summary: The City of Amesbury (per Order No. 2018-007) entered into an inter-municipal agreement with the Town of Salisbury in 2018 to provide public health and animal control services until 2021. By mutual agreement, Amesbury and Salisbury will now provide their own health services but will continue to jointly provide animal control services for the two municipalities until 2024.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows: That the City Council of the City of Amesbury hereby authorizes the Mayor, on behalf of the City, to enter into an inter-municipal agreement with the Town of Salisbury, pursuant to M.G.L c. 40 s. 4A for the provision of animal control services.

**AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN
THE CITY OF AMESBURY AND TOWN OF SALISBURY, MASSACHUSETTS**

THIS AGREEMENT is entered into by and between the City of Amesbury and Town of Salisbury, Massachusetts (hereafter referred to collectively as the “Municipalities”, this _____ day of _____, 2021, as follows:

WHEREAS, the Municipalities desire to cooperate in the provision on a shared basis of Animal Control and Animal Inspection services for the benefit of the Municipalities; and

WHEREAS, the Municipalities have obtained authorization for this joint undertaking as required by M.G.L. Ch. 40, §4A pursuant to a vote of the City of Amesbury’s Municipal Council with the approval of the Mayor on _____, 2021, and a vote of the Town of Salisbury’s Board of Selectmen on _____, 2021.

NOW, THEREFORE, Amesbury and Salisbury, in mutual consideration of the covenants contained herein, hereby agree as follows:

1. Designation of Lead Municipality

1.1. For the purpose of implementing this agreement, the municipalities designate the Town of Salisbury as the lead municipality acting for, and on behalf of, the municipalities solely for the services set forth herein.

2. Administrative Steering Committee

2.1 An Administrative Steering Committee is hereby established to oversee the implementation and administration of the regional Animal Control and Animal Inspection service program as described in this agreement.

2.2 The Committee shall be comprised of the City of Amesbury’s Mayor or designee, and the Town of Salisbury’s Town Manager or designee.

2.3 The committee shall meet twice per year. Additional meetings may be scheduled by request of either community as needed.

2.4 The Administrative Steering Committee shall develop and adopt protocols and procedures for responding to requests for service, daily/ongoing communication and other operating procedures as applicable and appropriate.

2.5 Each committee member shall represent the interest and concerns of their community regarding implementation and administration of Animal Control and Animal Inspector services.

2.6 At each meeting, the Committee shall review applicable reports and determine whether the program is meeting each municipality’s needs, whether adjustments to service delivery are needed, and what those adjustments should be.

3. Scope of Services

This agreement applies to the following services:

3.1 Performance of Services

3.1.1 The Municipalities agree to utilize the services of an Animal Control Officer and Inspector employed by the Town of Salisbury to provide Animal Control and Animal Inspector services as provided in this agreement.

3.1.2 The Municipalities agree that said Animal Control Officer and Inspector shall report to the Police Chief of the Town of Salisbury, and he or his designees shall provide oversight, management and administration of the services provided in this agreement. Notwithstanding the above, when the Animal Control Officer is working in Amesbury, he shall follow all protocols for the performance of his duties as prescribed by the Chief of Police of the City of Amesbury, or his designee.

3.1.3 For the purpose of employment status and health, retirement and other benefits, the Animal Control Officer shall be considered an employee of the Town of Salisbury.

3.2 Animal Control Services

3.2.1 The Municipalities agree to regional Animal Control and Inspector Services during the hours of 10:00 AM to 4:00 PM, Monday through Friday, excluding holidays, that shall include but not be limited to:

3.2.1.1 Animal inspections

3.2.1.2 Quarantines

3.2.1.3 Animal impounds

3.2.1.4 Response to complaints, questions, requests for information

3.2.2 The Municipalities shall contract separately for after hours, nights, holidays and weekend Animal Control services to include but not be limited to:

3.2.2.1 Animal impounds

3.2.2.2 Quarantines

3.2.2.3 Responses to specific complaints

3.3 Administrative Support, Supplies, Equipment and Vehicles

3.3.1 Each municipality shall provide sufficient administrative support for the operations of the Animal Control and Animal Inspection services program in their municipality including but not limited to:

3.3.1.1 Preparation of regular reports as needed or required by the municipality, state or federal government

3.3.1.2 Processing invoices, billing and other financial administration

3.3.1.2 Maintaining records and other required documents

3.3.2 The Town of Salisbury shall provide the Animal Control Officer with adequate office space and office supplies to perform all administrative duties associated with his assigned duties. All equipment purchased by the Animal Control Officer shall be utilized and shared, as needed, in each of the municipalities.

3.3.3 The Animal Control Officer shall have use of an appropriate vehicle to perform his necessary duties, said vehicle to be owned, insured, registered and housed by the City of Amesbury. The Town of Salisbury shall pay for the cost of all gasoline purchased by the Animal Control Officer related to the operation of said vehicle, and the City of Amesbury shall pay for any necessary repairs to said vehicle. Should this agreement be terminated, the City of Amesbury shall pay to the Town of Salisbury a sum equal to one-half of the original purchase price of said vehicle, which was previously paid by the Town of Salisbury.

3.4 Adjustment to Service Delivery

3.4.1 At any time, the Administrative Steering Committee may determine that further contracting or outsourcing of the services provided for in this agreement may be advantageous to the Municipalities to provide for increased scope of services, to improve service delivery for the current scope of services, or to reduce costs, or any combination thereof.

3.4.2 Adjustment to the nature in which services are provided, or the scope of services covered by this agreement must be approved by the Administrative Steering Committee. Changes shall be reduced to writing and incorporated into an amendment to this agreement executed by the City of Amesbury Mayor and the Town of Salisbury Town Manager.

3.4.3 At any time the Administrative Steering Committee may determine that additional communities can be adequately serviced through this regional Animal Control Services program or some portion thereof, without adversely impacting the services provided to the Municipalities through this agreement.

3.4.4 Any addition or change of municipalities to this agreement shall be reduced to writing and incorporated into an amendment to this agreement and authorized by the Municipalities as required by M.G.L. Ch. 40, §4A, pursuant to a vote of the City of Amesbury's City Council with the approval of the Mayor, and a vote by the Town of Salisbury's Board of Selectmen.

4. Financial Issues

4.1 Municipalities shall be assessed an annual cost for the regional Animal Control Services program per contract year, as provided below.

4.2 A contract year shall be from July 1st to June 30th.

4.3 The Municipalities shall utilize the cost allocation formula below for the annual assessment of respective costs for the regional Animal Control program provided in this agreement.

4.4 The Town of Salisbury shall pay the salary and health insurance benefit costs of the Animal Control Officer and the City of Amesbury shall be assessed for one-half of these costs as provided below in Section 4.9.

4.5 The Municipalities shall each pay the cost of providing after-hours call-out Animal Control services in their respective City or Town, at a rate of \$25.00 per hour.

4.6 All fines imposed by the Animal Control Officer, and all revenues collected, except boarding fees, shall be remitted forthwith to the Officer of the Treasurer/Collector of the City or Town where such fine occurred.

4.7 All animals taken into custody by the Animal Control Officer and not returned forthwith to their rightful owners shall be taken to that boarding facility with which the Town has contracted for overnight care and boarding. All boarding fees shall be paid directly to the owner of said facility.

4.8 The cost allocation formula for subsequent contract years may be modified as necessary by recommendation of the Administrative Steering Committee after review of service and inspectional information compiled from the previous contract year.

4.9 The City of Amesbury shall be assessed its proportional share of the costs of this agreement annually, with payment due within thirty (30) days of receipt of an invoice from the Town of Salisbury for the applicable contract year.

5. Term of Agreement

5.1 This agreement shall commence July 1, 2021 and shall terminate on June 30, 2024 unless otherwise renewed by the Municipalities. In no event shall the term of this contract exceed twenty-five (25) years.

5.2 The terms of this agreement shall remain in full force and effect until a new agreement is reached, or this agreement is terminated as provided herein, whichever occurs first, save that the indemnification provisions herein shall survive the termination of this agreement.

6. Termination of Agreement

6.1 Any one municipality may terminate this agreement upon the provision of at least sixty (60) days prior written notice to the other municipality. Such notice of termination shall be made pursuant to a vote of the City of Amesbury's City Council with the approval of the Mayor, or override of the Mayor's veto in accordance with the Municipality's City Charter, or a vote of the Town of Salisbury's Board of Selectmen.

6.2 Such notice shall state the effective termination date.

6.3 Upon such termination, each municipality shall be solely responsible for the provision of Animal Control services for the benefit of the municipality.

6.4 Upon such termination, each municipality shall prepare full statements of outstanding unpaid financial obligations for services rendered under this agreement and shall be responsible for payment of such obligations within thirty (30) days thereafter.

7. Records and Reporting

7.1 The Municipalities, acting through their respective officials responsible for provision of Animal Control Services and related functions, shall keep accurate and comprehensive records of all services provided, costs incurred and reimbursements and contributions received.

7.2 For purposes of cost allocation formula review and evaluation of services, the following factors shall be considered by the Administrative Steering Committee:

7.2.1 Animal Control and Inspection Services

7.2.1.1 Number of animal complaints responded to

7.2.1.2 Number of animals impounded / surrendered

7.2.1.3 Number of deceased animals disposed of

7.2.1.4 Number of animal related inspections

7.2.1.5 Number of animal licenses and revenue collected

7.2.1.6 Number of animals quarantined and revenue collected

8. Indemnification

8.1 In the event that any claims, demands, suits, causes of action and costs of expenses arise with respect to the services provided pursuant to this agreement, the receiving municipality shall be liable for and shall indemnify, defend and hold the other municipalities harmless from and against any and all such claims, demands, suits, causes of actions, costs and expenses, including reasonable attorney fees, except to the extent that such claims, demands, suits, causes of action and costs and expenses arise as a result of the negligent or intentional acts or omissions of either of the other municipalities, in which case such municipality shall so indemnify the other municipality.

9. Miscellaneous

9.1 The Municipalities agree that if any court of competent jurisdiction shall declare any provision of this agreement unenforceable, the remaining provisions hereof shall not be affected and shall remain in full force and effect.

WITNESS OUR HANDS, as of the dates specified:

For the City of Amesbury

Kassandra Gove, Mayor

Date

For the Town of Salisbury

Neil J. Harrington, Town Manager

Date
