



State of Vermont
Windham County Sheriff's Office
P.O. Box 266 (Route 30)
Newfane, VT 05345
Tel: (802) 365-4942
Mark R. Anderson, Sheriff



CONTRACT # 23-

CONTRACT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT made this _____ day of _____ 2022, by and between the Windham County Sheriff's Office having its office in Newfane, Vermont (hereinafter the "Office") and the Town of Windham having its office in Windham, Vermont (hereinafter the "Town"), pursuant to 24 V.S.A. § 291a.

Recitals

Whereas, the Town desires to contract with the Office for the performance of animal control services; and

Whereas, the responsibilities of animal control are delegated to municipalities under State law. This includes the management of licensing, rabies control, vicious animals, and other public health initiatives; and

Whereas, the Office is agreeable to rendering such animal control enforcement services on the terms and conditions set forth in this Agreement; and

Whereas, such law enforcement agreements are authorized and provided for pursuant to Title 24, Section 291a of the Vermont Statutes.

Now Therefore, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1. Scope of Services

- A. The Office shall provide a Regional Animal Control Officer (ACO) to provide animal control services on behalf of the member-towns to the extent and in the manner set forth in this Agreement.
- B. The Town acknowledges that services rendered under this agreement are mutually beneficial to all member-towns. The member-towns include the Town of Dummerston, Town of Guilford, Town of Grafton, Town of Newfane, Town of

Putney, Town of Westminster, and the Town of Windham.

- C. When a member-town has an animal control issue, its citizens or local government can contact the WCSO dispatch to file a complaint. If the complaint is within the agreed scope of services, the ACO will be dispatched to address the issue. If it is beyond the scope of services (possible exclusions may be leash law violation, sustained barking), the Office will notify the Town who will handle it in accordance with the individual town's expectations. This triaged approach allows the Town to retain local control within its ordinances and standards of living, while enabling the Town jurisdiction to benefit from a trained ACO who can handle the most difficult and critical situations.
 - i. The Office will develop, with the Town, a scope of core services/calls for which it will respond to for all member-town jurisdictions. Such services shall include those duties and functions of the type coming within the jurisdiction and customarily rendered by an Animal Control Officer.
 - ii. Specific services/calls included in the scope of services include:
 - 1. Response to vicious animals
 - 2. Monitoring/enforcement of animals required to quarantine
 - 3. Animal registration and/or vaccination required under Vermont law
 - 4. At-large animals
- D. All matters incident to the performance of such services or the control of personnel employed to render such services under this Agreement shall be and remain in the control of the Office. All employees or deputy sheriffs assigned to service for the Town pursuant to this Agreement shall be subject to and shall abide by all policies and procedures of the Office.
- E. The Town acknowledges that policing activities can result in court hearings in which the Office's staff is required to attend. The Town agrees to compensate the Office for activities including but not limited to, court hearings, depositions and other legal processes for activities performed pursuant to this contract.

2. Compensation

- A. The Town shall pay to the Office the amount of \$3,000.00 for the twelve month period for Animal Control Services provided under this Agreement.
- B. Out of such compensation, the Office shall cover its related expenses for the hourly wage of its employees; including workman's compensation, unemployment, social security, federal/state withholdings, liability insurance, and supervision.

- C. The Town agrees to prepay for services. Payments will be made in 12 equal payments of \$250.00 due on or before the first of each month. The Town will be invoiced approximately one month prior to the first of each month for services provided under this contract.
- D. Notwithstanding the above, payments shall be made in full within thirty (30) days of billing invoice date for the contracted work by Office. All overdue accounts will be charged interest at the rate of 1½ (1.5%) per month, 18% per annum.
- E. The Town agrees to pay the Office retroactively, within the terms of this Agreement for any services provided prior to the execution of this Agreement.

3. Personnel and Hours Provided.

- A. The Office agrees to provide an animal control officer and a fully equipped vehicle suitable for the scope of services.
- B. The Office agrees that it will provide services of 1040 hours per year to all the member-towns of the Regional Animal Control Officer program. The Office reserves the right to adjust the hours as needed, but anticipates a regular schedule of 20 hours per week.
- C. The Office will convene a minimum of one meeting of the member-towns on or before September 30th, 2022. The Town agrees to reasonably provide one member to participate in the meeting for the purposes of developing a scope of services agreeable to the member-towns and the Office, as well as managing any issues between the member-towns and the Office.
- D. The Town agrees that any personnel, enforcement, or policy concerns shall be raised with the Sheriff and his or her designee and not with on-duty deputies or staff.
- E. The Town will contact the Sheriff and his/her designee if they wish a change or special emphasis made to satisfy the Town's animal control needs.

4. Equipment Provided by the Office.

- A. The Office shall furnish and maintain all necessary equipment and supplies to perform the law enforcement services under this Agreement. The Office shall furnish fully equipped vehicle for all services incurred in connection with the services under this contract and related duties concerning the Town. The cost of vehicle operations shall be the responsibility of the Office except as otherwise provided in this agreement.
- B. The Town shall incur all expenses for any special equipment requested and approved by the Town for use by the Office in the furtherance of this Agreement.

- C. The Office shall be the owner of any and all equipment acquired for use by the Office in the furtherance of this Agreement. Any specialized equipment requested and purchased by the Town shall remain the property of the Town.

5. Facilities, Equipment and Documentation Provided by the Town.

- A. The Town agrees, in lieu of providing facilities, that necessary activities performed by the Office in accordance with this agreement may be performed at a facility designated by the Office.
- B. The Town agrees to furnish the Office with certified copies of all current animal control ordinances and shall make every effort to keep said ordinances current and consistent with Vermont and Federal laws, statutes, rules and regulations. The Town will furnish and legally post all signs necessary for advising the public of said municipal ordinances.
- C. The Town will furnish the Office with legal counsel or advice concerning its Town ordinances after consultation with the Town, if necessary.
- D. The Town shall be responsible for all costs related to veterinary care, boarding or impoundment costs, or any other financial responsibilities required of municipalities under Vermont law not otherwise discussed in this Agreement.

6. Reporting and Documentation.

- A. The Office will provide activity reports to the Town through the utilization of the electronic Sheriff's Town Activity Reporting System.
- B. The Office will provide data in relation to this program to the Town upon written request of the Town. Data available will be based on information available through the Vermont Public Records Act. The Office reserves the right to withhold data pending civil or criminal investigations if it believes the release could jeopardize the investigation.
- C. The Town will designate in writing, one of the Selectboard members or administrative officers to be a liaison with the Office.

7. Insurance. The Office shall be responsible for maintaining its own automobile liability, general liability, law enforcement liability and worker's compensation insurance legally required to cover vehicles, personnel, and equipment used by the Office in the provision of the services under this Agreement.

8. Administration Fee. Pursuant to 24 V.S.A. § 291a(c), the Sheriff, as administrator of this Agreement, shall be entitled to compensation at a rate not to exceed 5% of the total contract amount. This administration fee does not increase the gross total cost for services specified in this Agreement. The Sheriff may elect to be paid some or the entire administration fee at any time during the term of this Agreement.

- 9. Arbitration.** All claims and disputes relating to this Agreement shall be subject to arbitration at the option of either the Office or Town in accordance with the Arbitration Rules as set out in the Vermont Arbitration Act contained in Chapter 192 of Title 12 of the Vermont Statutes Annotated. The Vermont Arbitration Act shall govern the arbitration procedures. Written notice of demand for arbitration shall be filed with the other party to this Agreement within a reasonable time after the dispute has arisen.

ACKNOWLEDGMENT OF ARBITRATION

We understand that this Agreement contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

In the event either party hereto must utilize arbitration as above mentioned or litigation to enforce any provisions of this Agreement, the prevailing party shall recover its reasonable fees and costs, including but not limited to, attorney's fees.

- 10. Term.** The term of this Agreement shall be July 1, 2022 to June 30, 2023.
- 11. Notice/Renewal.** On or before November 1, 2022 the Office shall notify the Town of the contract rates for the following year. Sixty (60) days prior to the end date of this Agreement, the Town shall provide the Office with written notice of whether it will renew the Agreement. Absent such notice, this Agreement shall automatically renew for a term of one year at the contract rates set by the Office in the notice.
- 12. Termination.** Either party may terminate this agreement with 90 days prior written notice.
- 13. Conflicts of Interest and Interference with Law Enforcement Duties.**

- A. The Office is providing law enforcement services to the general public and the staff of the Town under this Agreement. It is the intention of the Office and the Town that those services be provided by the Office to the Town in a manner that is free from actual or apparent conflicts of interest. The deputy sheriffs assigned to provide services to the Town under this Agreement shall be trained and certified. Such deputy sheriffs shall use their training, experience, judgment and resources of the Office in carrying out law enforcement services under this Agreement. No employee, elected or appointed official or agent of the Town shall interfere with or attempt to influence any investigation, arrest or prosecution brought by any deputy sheriff under this Agreement. For purposes of this Agreement, the terms "interfere" and "influence" shall mean any identification or use of an employee, official or agent's position in the Town with the intention or purpose of

shaping, changing or swaying the decision or conduct of a deputy sheriff in connection with any specific law enforcement or traffic enforcement matter.

- B. Any employee, elected official or agent of the Town, who has a concern about a law enforcement action, investigation or personnel, or who has been notified of such a concern, shall direct such concern to the Town Administration which will in turn direct the matter to the Sheriff for an appropriate response.
- C. No employee providing service under this Agreement shall use or attempt to use his or her official position, official identification or badge for personal or financial gain, or for obtaining privileges not otherwise available to him or her from or through the Town.

14. Availability of Resources. This entire agreement is based upon availability of the Office's staff and resources.

15. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and prior understandings or representations preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in the Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding if evidenced in writing and signed by an authorized representative of each party. All provisions of this Agreement are severable and if any section or part thereof is found to be invalid or unenforceable, no other section shall be affected by that finding solely.

16. Governing Law. This contract will be governed by the laws of the State of Vermont.

Windham County Sheriff's Office

Town of Windham

By: _____
Mark Anderson, Sheriff

By: _____
Duly Authorized Agent

Date: _____

Date: _____