SERVICE AGREEMENT
ANIMAL CONTROL

WHEREAS, the Town of Lisbon has the capacity to provide animal control services; and

WHEREAS, the Town of Durham is desirous of using Town of Lisbon resources to provide animal control services within the Town of Durham;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Towns of Lisbon and Durham do hereby agree as follows:

1. Purpose: Recognizing that the Town of Durham has the responsibility to its citizens to provide animal control services within that municipality, it is the purpose of this Agreement to set forth the terms and conditions under which those services will be provided by the Town of Lisbon.

2. Term; Renewal: This Agreement shall be for a term of three (3) years commencing January 1, 2025 and running through June 30, 2028. This Agreement may be renewed for additional three (3) year terms by the Inhabitants of the Town of Durham and the Town Council of the Town of Lisbon. (After this agreement we will move to a fiscal year start date of July 1st, as the Town of Durham is moving to a fiscal year budget.)

3. Effective Date: The effective date of this Agreement shall be January 1, 2025.

4. Administration: The Town of Lisbon shall be responsible for administering animal control services during the term of this Agreement. The Town of Durham will be responsible for administering licensing of dogs in the Town of Durham.

5. Personnel: The Town of Lisbon shall provide animal control services on an as needed basis within the Town of Durham, using Lisbon personnel and equipment. Services will be provided on an independent contractor basis to the Town of Durham subject to the terms and conditions of this Agreement.

6. Animal Control Activities: Animal control activities to be provided shall be, but are not limited to, generally the following:

A. To enforce all State Laws, Rules and Regulations and all municipal Ordinances with respect to each participating municipality, relating to animals and animal control.

B. To assist the citizens of each Town with sick and injured domestic animals.

C. To respond to domestic animal complaints arising in each Town.

D. To maintain records of all complaints, animal pick-ups, dispositions, fees collected, summonses, warnings, animal bites, and animals taken to the

animal shelter, and such other records as may be required, for each participating municipality. To submit a quarterly report to the Town of Durham and assist with the animal control page in the Town's Annual Report.

F. Transport animals to and from the animal shelter as may be necessary or directed.

G. To rescue or aid in the rescue of trapped, wounded, sick or injured animals.

H. To conduct public education sessions as may be required.

I. To issue appropriate warnings or citations to animal owners and to act as each Town's representative on animal control matters within the Maine Court System, including, but not limited to, appearing as a witness.

J. To perform such other tasks or duties relating to animals or animal control as may be assigned by the Board of Selectmen of Durham and the Town Council of Lisbon.

7. Certification: The person or persons who will provide animal control services to the Town of Durham will be certified as an Animal Control Officer and will maintain certification as required by applicable State and local Laws and Ordinances.

8. Financial Provision: The Town of Lisbon will develop an animal control budget to include services to be rendered to the Town of Durham under the terms and conditions of this Agreement (and to include any other Towns with which the Town of Lisbon may have an Animal Control Service Agreement). The cost to provide those services to the Town of Durham, including any administrative fees, shall be determined on a population and per call basis and allocated among all participating Towns accordingly. Allocations for the Town of Durham for the ensuing fiscal years shall be developed by the Town of Lisbon as part of its Budget process and allocated on a population and per call basis. The Town of Durham will be advised of their allocation during Lisbon's budget process.

Financial administration of all costs and expenses related to animal control will be provided by the Town of Lisbon. All billings shall be submitted to the Town of Lisbon and all payments for animal control will emanate from that Town. The Town will maintain records of disbursements and will provide records of those disbursements to the other participating municipalities as requested. Any funds remaining in the Town of Lisbon budgetary account shall be designated to be carried forward into the next budget year and shall not lapse into the Town of Lisbon's surplus account.

Should the Town of Durham disagree with its allocation, it will have the opportunity to opt out of this Agreement by providing notice to the Town of Lisbon, through the Town Manager's Office, within two (2) weeks of being notified of its yearly allocation.

9. Authority: While providing services in the Town of Durham, the person or persons acting as Animal Control Officer shall be responsible to the Durham Board of Selectmen.

10. Indemnity and Insurance: The Town of Lisbon shall indemnify and hold harmless the Inhabitants of the Town of Durham, its employees and board or committee members from claims, suits or liabilities resulting from negligence of the Town of Lisbon, its employees, councilors and agents in carrying out the terms of this Agreement.

The Inhabitants of the Town of Durham shall indemnify and hold harmless the Town of Lisbon, its employees, councilors and agents from claims, suits or liabilities resulting from negligence of the Inhabitants of the Town of Durham, its employees, agents and board or committee members in carrying out the terms of this Agreement.

For purposes of this section 10, the Animal Control Officer shall be considered an employee or agent of the Town of Lisbon while providing services in or for the Town of Lisbon, and the Animal Control Officer shall be considered an employee or agent of the Town of Durham while performing services in or for the Town of Durham.

The Town of Lisbon and Inhabitants of the Town of Durham shall share this agreement with their respective insurers to make certain that insurance coverage is adequate. Each Party agrees to execute any reasonable amendments to this agreement required by their insurers. Certificates of insurance will be made available upon request.

In the event of any litigation between the Parties with regard to the Agreement, each party shall be responsible for its own expenses, costs and attorney fees.

This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Torts Claims Act.

11. Non-appropriation: The Inhabitants of Durham are obligated only to pay costs to provide Animal Control services under this agreement as may be lawfully made from funds budgeted and appropriated for said purpose during Durham's current fiscal year. In the event sufficient funds will not be appropriated or are not otherwise legally available to pay for the services under this agreement, the Inhabitants of Durham will notify the Town of Lisbon in writing and be released from this agreement with a thirty (30) day notice. The Select Board of Durham is obligated to present a warrant article to the Town at the yearly Town meeting which seeks to appropriate sufficient funds to cover this agreement, unless the Town has notified the Town of Lisbon of its decision to terminate this Agreement as outlined in section 12.

12. Termination: Either party may terminate its participation in this Agreement, on a yearly basis, by giving notice to the other member municipality on or before October 1st preceding the commencement of the January 1st calendar year.

The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

This Agreement is executed by the Selectmen or Town Council of the participating municipalities, to be duly authorized by action of the Town Meeting of each municipality as follows:

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

DATE:

INHABITANTS OF THE
TOWN OF LISBON

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

DATE: 1/28/2025

INHABITANTS OF THE
TOWN OF DURHAM

Joseph Roy _____

Deborah Oliver _____

Heather Roy _____

Joshua Klein-Golde _____

Joseph Tamm _____