

## **INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES**

WHEREAS, the Towns of Casco, Naples, and Raymond, are municipal entities of the State of Maine; and

WHEREAS, Maine Towns have the authority to enter into an interlocal agreement for the performance of any governmental service, activity or undertaking which each is authorized by law to perform; and

WHEREAS, Maine Towns are obligated by 7 M.R.S.A. § 3947 to appoint a State-certified Animal Control Officer; and

WHEREAS, the Towns of Casco, Naples and Raymond currently share the services of a duly certified Animal Control Officer and a vehicle for said Officer; and

WHEREAS, the Towns of Casco, Naples, and Raymond desire to enter into a formal partnership to cost-share the expenses of a full-time Animal Control Department, hereinafter referred to as the "Department", to better recruitment and retention efforts and for the encouragement of tenure in duly certified officers.

NOW, THEREFORE, this agreement is made and entered into as of the 13th day of August 2024, by and between the Town of Casco, the Town of Naples, and the Town of Raymond, hereinafter referred to as the "Towns".

**PURPOSE.** This Agreement is for the purpose of authorizing the Towns to provide Animal Control Services to the Towns under the following terms:

**TERM.** The term of this Agreement shall be one (1) year, beginning on July 1, 2024, and shall automatically renew for additional one (1) year terms thereafter at which time the Agreement will be reviewed by the Towns annually in January for any needed updates; provided, however, that any party shall have the right, upon one hundred twenty (120) days written notice to the other Towns, to terminate this Agreement at the end of a fiscal year, in which event the effective termination date of this Agreement will be at the end of the one hundred twenty (120) day period following the date of receipt of the written notice of termination. It is understood that the Town of Naples has provided notice of its intent to withdraw from this interlocal agreement on June 30, 2025.

If one of the Towns desires to terminate this agreement prior to the end of a fiscal year, that community shall be dutifully and financially obligated to complete the terms of this agreement until June 30<sup>th</sup> of that fiscal year.

**FINANCIAL MANAGEMENT.** The Town of Casco, hereinafter referred to as "Casco", agrees to be the fiduciary agent for budget management for the Department. Casco will bill the Town of Naples, hereinafter referred to as "Naples" and bill the Town of Raymond, hereinafter referred to as "Raymond", on a monthly basis based on previous months' expenditures.

**EMPLOYMENT.** Casco agrees to be the Employer of the Departmental staff and shall be responsible for hiring, discipline, termination, and with consultation from the other Towns, annual review of

employees as well as payroll and benefits management. Employees shall be subject to the Town of Casco employee benefit offerings and will follow the policies established for Casco employees. Casco will submit requests for reimbursement from Naples for Employment expenses. Casco will submit requests for reimbursement from Naples for payroll and employment expenses.

**BUDGET.** At or around the beginning of each calendar year, the town managers from each of the Towns will meet with the Department and formulate a proposed budget to be presented to each of the Town's respective budget preparation processes. The annual budget proposal must be completed not later than 120 days prior to June 30th of the calendar year.

The budget in the fiscal year 2025 shall be \$120,575 and shall be divided equally in the amounts of \$40,191.68, **see Attachment A**, between the Towns but shall not include shelter, kennel or emergency veterinary expenses that are customarily contractual charges to each of the Towns independently. The first year's budget sharing formula will be based on the previous five years of response statistics as provided by the Cumberland County Emergency Communications Center. The Towns mutually agree to review the response statistics every three years following the completion of this first year to determine if the cost sharing assessments need adjustments according to said statistics.

**VEHICLE AND EQUIPMENT.** Raymond agrees to own, register, insure and provide maintenance to any vehicle jointly purchased between the three towns as per the previously agreed upon Memorandum of Agreement dated June 11, 2018. Equipment and supplies for the department will be purchased for the department by Raymond. Raymond will submit requests for reimbursement from Naples for vehicle and equipment expenses. The vehicle will be brought into the Raymond garage for regular maintenance at least the first week of January, April, July, and October.

**SERVICES.** The Department staff shall provide services within the primary jurisdictional borders of Casco, Naples, and Raymond. Services and employment expectations shall be defined in mutually agreed job description between the three communities, **see Attachment B**. Mutual aid agreements with communities outside the primary jurisdiction will be considered on a case-by-case basis and approved by the Towns. Hours of expected services are defined by a mutually agreed upon policy, **see Attachment C**.

**RECORDS and FILES.** The Department staff will maintain all records and files produced pursuant to this Agreement, except as to such original documents as are, by law or custom, kept on file and recorded with the Courts. Naples will provide a file cabinet for the secure storage of records and files. If this Agreement is terminated, said records and files shall be transferred to the Department for relocation.

**REPORTS.** The Animal Control Officer shall provide monthly reports to each Town Manager outlining the previous month's calls for service. This statistical report should include the number of calls for service, types of call for service and any additional information needed for clarification of services. The monthly report shall be provided to each Town Manager by the second Tuesday of the month. In addition, the Animal Control Officer shall provide an annual synopsis of the previous year's calls for service.

**INSURANCE.** Casco shall provide all necessary insurance, including but not limited to liability and

SCOPE. This writing is intended to incorporate the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be amended, modified, or changed in any respect except in writing signed by both parties and approved by the respective governing bodies of both parties.

EXCLUSIVITY. The parties agree that this is an exclusive service agreement. No party shall assign or subcontract this Agreement or any portion of this Agreement without the prior written consent of the other parties. The Department and its employees may not provide similar services to other entities and must always fulfill the obligations and duties and meet the standards established in this Agreement.

SEVERABILITY. The provisions of this Agreement are severable. If an article, sentence, clause, or phrase shall be adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of this Agreement.

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

TOWN OF CASCO

BY: 

, Date: 8/27/2024

Anthony Ward, Town Manager

TOWN OF NAPLES

BY: 

, Date: 27 Aug 2024

Jason Rogers, Town Manager

TOWN OF RAYMOND

BY: 

, Date: 8/27/2024

Susan Look, Town Manager

## Appendix A

FY 25

## ANIMAL CONTROL COST CENTER

	APPROVED FY22	APPROVED FY23	APPROVED FY24	DEPARTMENT HEAD FY25	Tri Town Managers Recommendation FY 25	\$ INCREASE OR DECREASE	% INCREASE OR DECREASE
<b>104 PUBLIC SAFETY</b>							
<b>03 ANIMAL CONTROL</b>							
<b>10 PAYROLL</b>							
09 ASSISTANT ACO	\$ 9,100	\$ 5,000	\$ 5,000	\$ 20,800	\$ 20,800	\$ 15,800	316.00%
17 ANIMAL CONTROL OFFICER	\$ 36,420	\$ 37,877	\$ 45,760	\$ 47,362	\$ 47,362	\$ 1,602	3.50%
98 OVERTIME	\$ -	\$ 3,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	100.00%
Subtotal	\$ 45,520	\$ 45,877	\$ 55,760	\$ 73,162	\$ 73,162	\$ 17,402	31.21%
<b>11 BENEFITS &amp; INSURANCE</b>							
01 HEALTH INSURANCE	\$ 28,060	\$ 28,620	\$ 29,765	\$ 31,026	\$ 31,026	\$ 1,261	4.24%
02 FICA/MED/RETIREMENT	\$ 4,552	\$ 4,736	\$ 5,406	\$ 6,624	\$ 6,624	\$ 1,218	22.53%
03 WORKERS COMP	\$ 460	\$ 460	\$ 460	\$ 436	\$ 436	\$ (24)	-5.22%
Subtotal	\$ 33,072	\$ 33,816	\$ 35,631	\$ 38,085	\$ 38,085	\$ 2,454	6.89%
<b>20 UTILITIES</b>							
02 PHONE/CELL PHONES	\$ 828	\$ 828	\$ 828	\$ 828	\$ 828	\$ -	0.00%
Subtotal	\$ 828	\$ 828	\$ 828	\$ 828	\$ 828	\$ -	0.00%
<b>30 SERVICES</b>							
06 PROFESSIONAL SERVICES	\$ 5,352	\$ 5,214	\$ 5,214	\$ 5,214		\$ (5,214)	-100.00%
09 DUES & FEES	\$ -	\$ 154	\$ 154			\$ (154)	100.00%
33 VETERINARIAN SERVICES	\$ -	\$ 2,000	\$ 1,000	\$ 1,000		\$ (1,000)	100.00%
Subtotal	\$ 5,352	\$ 7,368	\$ 6,368	\$ 6,214		\$ (6,368)	-100.00%
<b>50 SUPPLIES &amp; EQUIPMENT</b>							
01 SUPPLIES	\$ 2,000	\$ 4,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ -	0.00%
13 NEW EQUIPMENT	\$ 10,500	\$ 2,200	\$ 1,200	\$ 2,000	\$ 2,000	\$ 800	66.67%
14 UNIFORMS	\$ -	\$ 1,000	\$ 2,000	\$ 1,200	\$ 1,200	\$ (800)	100.00%
Subtotal	\$ 12,500	\$ 7,700	\$ 5,700	\$ 5,700	\$ 5,700	\$ -	0.00%
<b>60 REPAIRS &amp; MAINTENANCE</b>							
06 GAS/DIESEL	\$ -		\$ 2,150	\$ 2,000			
07 EQUIPMENT REPAIR/MAINT.	\$ 1,000	\$ 1,000	\$ 2,000	\$ 1,000	\$ 1,000	\$ (1,000)	-50.00%
21 ACO VEHICLE	\$ -	\$ 2,000	\$ 2,000	\$ 2,000		\$ (2,000)	100.00%
Subtotal	\$ 1,000	\$ 3,000	\$ 6,150	\$ 5,000	\$ 1,000	\$ (5,150)	-83.74%
<b>70 TRAINING &amp; TRAVEL</b>							
01 CONFERENCE/TRAINING FEES	\$ 500	\$ 2,000	\$ 1,000	\$ 2,000	\$ 1,000	\$ -	0.00%
02 MILEAGE	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ -	0.00%
Subtotal	\$ 1,300	\$ 2,800	\$ 1,800	\$ 2,800	\$ 1,800	\$ -	0.00%
<b>104-03 ANIMAL CONTROL: SUBTOTALS</b>	\$ 99,572	\$ 101,389	\$ 112,237	\$ 131,789	\$ 120,575	\$ 8,338	7.43%

## JOB DESCRIPTION

Position Title	Department	Reports to
<b>Animal Control Officer</b>	Administration	Town Manager(s)
Employment Status	FLSA Status	Effective Date
<input type="checkbox"/> Temporary <input checked="" type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time	<input checked="" type="checkbox"/> Non-Exempt <input type="checkbox"/> Exempt	July 2024

### POSITION SUMMARY

The Animal Control Officer (ACO) will enforce laws concerning the care and treatment of animals, protect and rescue domesticated animals, and maintain public health standards. The animal control officer's duties are enforcement of Title 7 sections 3911(Dogs at Large), 3912(Disposition of Dogs at Large), 3916(Rabies Vaccinations), 3921(Dog Licenses Necessary), 3924(Violations), 3948(Animal Control), 3950(Local Regulations), 3950-A(Official Refusal or Neglect of Duty), 3952-A (Keeping a Dangerous or Nuisance Dog) and 4041(Animal Trespass) and 4042 (Stray Livestock) and Title 17, section 1023(Investigating Animal Cruelty), responding to reports of animals suspected of having rabies in accordance with Title 22, sections 1313(Suspect Animals) and 1313-A(Destruction of Suspect Animals) and any other duties to control animals as the municipality may require to protect public safety and the welfare of animals. The ACO shall enforce local Animal Control the municipalities have approved. The ACO must be sensitive to potential community reactions to operational activities.

### ESSENTIAL DUTIES AND RESPONSIBILITIES:

The essential functions include, but are not limited to the following:

- Interpret and enforce federal and state laws and local ordinances pertaining to animals and the safety, health, and welfare of the public while assuring the humane treatment of animals.
- Investigates alleged animal abuse, animal care, or behavior violations, as well as reports of injured, stray, sick, or dangerous animals.
- Responds to citizen calls for services and assists in resolving conflicts between parties involving animal control issues including, but not limited to, dangerous animals, nuisance animals, animal trespass, injury, and property damage, assesses potential for actual danger and injury to or from animals and assigns degrees of animal confinement accordingly.
- When an owner cannot be located: capture, impound, quarantine, and arrange for an appropriate transport or animal to the municipalities' contracted shelter; transport injured animals to a veterinarian for treatment of, while attempting to locate owners.
- Investigate animal bites; quarantine suspected rabid animals; collect and transport specimens to State laboratory; complete injury/bite reports for the Maine Center for Disease Control and enforce rabies quarantine.
- Participate in active dog licensing programs and follow-up on delinquent or pending dog licenses.
- Attend court, assist prosecuting attorneys, and provide expert testimony in court cases. Issue warnings, notices to comply, serve civil and criminal summonses, and civil notices as indicated. Draft, submit, and serve ex-parte orders and containment orders.

- Create, monitor, and maintain case files. Keep statistical data and prepare written reports as required. Provide pertinent information to persons involved in enforcement action and prosecuting attorneys, animal owners, and the general public as permitted/required.
- Coordination and management of relationships with a diverse range of agencies, ensuring seamless communication and collaboration.
- Participate in the selection of animal control staff; provide or coordinate staff training; work with employees to correct deficiencies. Plan, prioritize, assign, and review the work of staff responsible for providing assistant animal control services and activities within the department.
- Recommend and assist in the implementation of goals and objectives, schedules, and methods for providing animal control services; implement policies and procedures.
- Participate in the preparation and administration of the animal control budget; submit budget recommendations; monitor expenditures.
- Purchase and maintain inventory of supplies, and equipment necessary for operation.
- Uphold basic principles of public relations through community education strategies as well as resource management/allocation.
- Must maintain weekly meetings with all three Town Managers.

#### **SKILLS AND ABILITIES:**

- Excellent customer service skills
- Ability to maintain composure and scene safety, while acting quickly and effectively in an emergency.
- Ability to read, interpret, and implement ordinances, codes, laws, and established policies and procedures. Understand and follow written and verbal instructions.
- Ability to interact effectively with the public under stressful conditions; communicate effectively, both verbally and in writing to audiences of various social, educational, and economic backgrounds.
- Ability to learn the use of keyboard and computer operation for required automated systems and processing associated paperwork.
- Ability to prepare documents, give clear and comprehensive reports, and provide required documentation of activities.
- Skilled in animal identification, behavior, health, and application of species-specific care or control methods, techniques, and use of force.

#### **EDUCATION & EXPERIENCE QUALIFICATIONS:**

- A high school diploma or equivalent is required
- Preferred two (2) years of experience in animal control or related experiences

#### **LICENSES OR CERTIFICATES**

- Must Possess and maintain valid Maine driver's license
- Successful completion of phase 1 and 2 Maine Animal Control Officer training or Advanced Animal Control Officer 1 training through a NACA-approved academy within 1 year of hiring
- First Aid/CPR certificate or obtain within 6 months of hiring
- Rabies vaccination or willingness to obtain

#### **WORKING CONDITIONS/PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodation may be made to enable individuals with disabilities to perform the functions. Ability to work a flexible schedule, when needed, according to the needs of the Town.

While performing the duties of this position, the employee is regularly required to talk and listen. The employee frequently is required to use hands or fingers, handle, or feel objects, tools, or controls. The employee is occasionally required to stand; walk; sit; reach with hands and arms; and stoop, kneel, crouch, crawl or and walk on uneven terrain. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this position include close vision, distance vision, peripheral vision, and the ability to adjust focus. The work environment is varied, including regular outdoor work during all seasons. This position must be prepared for both physical challenges and ethical decision making. The noise level in the work environment is usually moderate.

Work is subject to performance under adverse environmental conditions in life threatening environments; exposure to bodily fluids, and other hazardous substances; exposure to animal bites and other related injuries; exposure to infectious and zoonotic diseases; will assist in the decision-making process for which animals are euthanized and which are treated by a veterinarian; and disposing of designated animals, as required.

External and internal applicants, as well as position incumbents who become disabled as defined under the Americans with Disabilities Act, must be able to perform the essential job functions (as listed on this job description) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case-by-case basis.

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Employee's Signature

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Date

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Casco Town Manager's Signature

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Date

## **Regional Animal Control Coverage Policy**

### **Casco - Naples - Raymond**

**Mission:** The Regional Animal Control Department will promote and protect public safety and animal welfare through education and humane law enforcement.

**Purpose:** With a commitment to professionalism, compassion, and community partnerships we will provide responsive, efficient, and high-quality animal care and control services that preserve and protect public and animal safety. The Regional Animal Control Department will promote public safety, responsible pet ownership, compassion toward animals, and safe human-animal interactions.

**Agreement:** See Regional Contract

**Positions:** Full time Regional Animal Control Officer, One Part-time Regional Animal Control Officer

**Hours:** The Regional Animal Control Officer is a full-time, 40 hour per week position with general operating hours between 6 am and 6 pm. After-hours calls will be handled on a per call basis according to priority and severity. The full-time and part-time officers should cover all 7 days of the week between them.

**General Operating Procedures:** The Regional Animal Control Department general hours of operation are 6:00 am to 6:00 pm daily. Between 6:00 pm and 6:00 am one Animal Control Officer shall be available on an emergency, on-call basis or make pre-arranged coverage through mutual aid. These hours are designed to ensure that all animals are properly and humanely cared for and that the public has adequate and ample opportunity to conduct business with the department. High Priority/Emergency after hours calls will be handled by the on-call animal control officer. After hour non-priority calls will be deferred or handled during the next ACO shift. The Animal Control Officer shall notify Cumberland County Regional Dispatch when they are beginning a shift or completing a shift. They shall notify Cumberland County Regional Dispatch in advance of any planned vacation or personal leave days.

**High Priority/Emergency Calls:** The following list will be considered emergency calls with immediate Animal Control Officer response or call-in:

- Mutual aid assistance for other law enforcement agencies and emergency services
- Cruelty and neglect complaints
- Public safety calls including bite complaints
- Dangerous animals and rabies concerns



- Animal in immediate danger
- Impounding domestic pets of sick or deceased people and
- Hoarding case response where pets are in immediate danger.

**Non-Emergency Calls:** All other department business, including but not limited to, enforcement of sections

- Dog at Large
- Disposition of wolf hybrid at large
- Stray animals
- Rabies vaccinations violations
- Dog license violations
- Kennel violations
- Local ordinances
- Official refusal of neglect of duty
- Animal trespass
- Stray livestock
- Reports to State
- Transportation of quarantine, euthanasia and testing of animals suspected of having rabies
- Immediate destruction of certain animals
- Any other duties to control animals as the municipalities may require.