



**NECCOG**

**Northeastern Connecticut Council of Governments**

Ashford - Brooklyn - Canterbury - Chaplin - Eastford - Hampton - Killingly - Plainfield  
Pomfret - Putnam - Scotland - Sterling - Thompson - Union - Voluntown - Woodstock

*Results through Regionalism*

## **Agreement**

by and between the

**Northeastern Connecticut Council of Governments**

and the

**Town of Colchester**

Regarding

**Animal Services**

July 1, 2023 -June 30,2024

This agreement ("**Agreement**"), by and between the **Northeastern Connecticut Council of Governments** (hereinafter referred to as "**NECCOG**"), representing the Towns of Ashford, Brooklyn, Canterbury, Chaplin, Eastford, Hampton, Killingly, Plainfield, Pomfret, Putnam, Scotland, Sterling, Thompson, Union, Voluntown and Woodstock and the **Town of Colchester** (hereinafter referred to as "**TOWN**"), covers the provision of animal services for the Town of Colchester as detailed in the following Agreement for the period beginning July 1, 2023 and concluding on June 30, 2024.

### **Section 1 Designation of Animal Control Agent**

The Northeastern Connecticut Council of Governments (NECCOG) is hereby designated, pursuant to Connecticut State Statute, as the appointed agent of the TOWN to enforce all applicable laws and regulations relating to animal control. NECCOG shall follow the provisions of the applicable laws and regulations, as they may be amended, in the provision of such animal control services and in provisions of all other services set forth herein.

### **Section 2 Services-General**

As part of its duties as the designated Animal Control Agent of the Town of Colchester, NECCOG shall provide the following general administrative and support services, in conjunction with the TOWN:

- A. NECCOG shall employ, train, and supervise all necessary personnel to perform the services required by this Agreement.
- B. NECCOG shall maintain an Animal Control Office at 125 Putnam Pike, Dayville, Connecticut. Such office shall be open to the public from 9:00 a.m. to 2:00 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday, except for legal holidays. NECCOG shall further maintain and staff (ACOs and Kennel Cleaners) two animal shelters. (One in Norwich and the other in Dayville). NECCOG

shall provide on-call emergency service 24 hours per day, seven days per week, throughout the term of this Agreement. The field services provided by NECCOG under this Agreement shall include but are not limited to the following:

- i. Handling of dead, confined, stray, at large, nuisance, sick, injured, or vicious domestic animals at the TOWN;
  - ii. Investigation and enforcement of any animal cruelty, abandonment, or protective custody cases at the TOWN;
  - iii. Provision of veterinary care on an emergency basis for domestic animals at the TOWN;
  - iv. Handling of neighborhood disputes involving domestic animal complaints at the TOWN; and
  - v. Investigation of all reported bites, quarantine of biting domestic animals pursuant to applicable guidelines; and performing such duties as are necessary on a live biting domestic animal or its carcass, necessary to prepare and deliver it for rabies testing.
- C. NECCOG shall cooperate with other agencies having competent jurisdiction in delivering domestic animal services to the the TOWN. The Animal Services Program shall be cognizant of such overlapping jurisdiction, shall avoid duplication of services, and where appropriate, shall provide for coordination, referral and assistance to and among such agencies.
- D. NECCOG shall train its employees concerning all applicable State and TOWN ordinances and regulations concerning animal control, as well as in regard to the applicable rules of evidence, rules concerning search and seizure, and in techniques for dealing competently, courteously, and firmly with the general public and with the animals in the Region's control.
- E. NECCOG shall provide such facilities, equipment, and inventory of supplies as are necessary to fully provide the services required herein. NECCOG shall maintain all field equipment necessary for its animal control functions in good repair and maintain all current licenses and registrations required by applicable law.
- F. NECCOG shall outfit its field personnel in neat, standardized uniforms which clearly identify such personnel and the NECCOG Animal Control Program.
- G. NECCOG shall promptly respond to individual citizen requests for information concerning animal control and animal welfare and shall make its staff available for public speaking events at community meetings, organizations, public hearings, schools, and to the media, as requested by TOWN. NECCOG shall further provide visual aids in the form of brochures, handouts, and other appropriate materials.
- H. NECCOG staff shall appear in Court in connection with any criminal enforcement or civil hearing, and for all other hearings on animal control matters, upon notification thereof by the TOWN.

### **Section 3 Consideration**

- A. In consideration for NECCOG's performance of the duties listed herein, the TOWN will pay NECCOG an amount based on the most recent CT Department of Public Health population estimate of of 15,501 multiplied by NECCOG's current assessment of Three Dollars and Seventy-Five Cents (\$3.75) per capita or \$58,129 for the 2023 - 2024 fiscal year.

- B. NECCOG shall be entitled to retain fees generated by the program which are not earmarked to the State.
- C. In the event that there is a confiscation of animals that require special housing (for example livestock, horses, etc.) and which require other than ordinary veterinarian care in excess of \$1,000 - the costs for such services (which will be discussed and agreed in advance prior to the incurring such costs) will be borne by the TOWN.

#### **Section 4 Accountability**

- A. NECCOG shall provide the TOWN with quarterly reports concerning NECCOG's performance under this Agreement; such reports to, at minimum, reflect the following information:
  - i. The number of animals sheltered;
  - ii. The number of adoptions;
  - iii. The number of individuals receiving Notices of Violation/abateements; and,
  - iv. The number of investigations.

#### **Section 5 Disposition of Assets/Equipment Upon Termination/ Expiration**

Upon the expiration or termination of this Agreement, NECCOG shall retain the vehicles, equipment, and other capital items used to provide the services set out herein. In the event that the the TOWN's involvement in the Regional Animal Control Program shall discontinue its animal control activities at the time this Agreement expires or is terminated, the TOWN shall have the first option to purchase such vehicles, equipment and other capital items at their fair market value, and shall also have first option to purchase at fair market value such other of the NECCOG Animal Control Program capital assets.

#### **Section 6 Insurance**

During the term of this Agreement, NECCOG shall carry and maintain in full force and effect (i) commercial general liability insurance with limits of liability not less than \$1,000,000 for each occurrence of bodily injury and property damage and \$2,000,000 in the aggregate, including contractual liability in an amount of not less than \$1,000,000, and (ii) Umbrella liability insurance with limits of liability not less than \$5,000,000 for each occurrence and in the aggregate placed with AM Best, A VII rated Companies and licensed to conduct business in the State of Connecticut. NECCOG shall provide TOWN with a certificate of said insurance naming the "the TOWN and their respective officers, employees and agents" as additional insureds.

#### **Section 7 Agreement**

- A. This Agreement may be amended in whole or in part by mutual agreement of NECCOG and TOWN.
- B. It is the intention of the parties that the relationship of NECCOG to TOWN, in the course of the performance of its duties pursuant hereto, is that of an independent Contractor. Nothing contained in this Agreement shall be construed to constitute NECCOG as a partner, joint venture, agent or employee of the TOWN. NECCOG, as an independent Contractor, shall be solely responsible for the hiring, discipline and management of NECCOG employees, and all costs and

expenses related thereto, including the payment (and withholding, if required) of all applicable federal, state and local taxes. NECCOG and TOWN shall not be construed as joint ventures or partners of each other and neither shall have the powers to bind or obligate the other except as set forth in this Agreement.

- C. If, at any time during the term of the Agreement, NECCOG, in the reasonable discretion of TOWN: (a) has failed materially to provide services required in accordance with this Agreement; (b) has become insolvent; (c) abandons the work; (d) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement other than as provided herein; or (e) repeatedly or materially fails to comply with any other term or condition contained in the Agreement, TOWN shall have the right to terminate the Agreement upon written notice to NECCOG.
- D. In the event of termination by TOWN, TOWN's payment obligation shall cease as of the final date on which services in accordance with this Agreement are last performed by NECCOG.
- E. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed.
- F. No part of this Agreement nor any rights or obligations hereunder, shall be assigned or subcontracted without the prior written approval of TOWN. This is intended to be a restriction on both the right and the power to assign, and any purported assignment not consented to by TOWN as herein required shall be void, shall confer no rights on the purported assignee and need not be recognized by TOWN. This Agreement shall be binding upon and inure to the benefit of NECCOG and TOWN and their respective permitted successors and assigns.
- G. The invalidity or un-enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- H. This Agreement shall be governed, construed and enforced in accordance with, the laws of the State of Connecticut.
- I. NECCOG agrees to indemnify and hold harmless TOWN and all of their respective employees, volunteers and agents from (i) any and all claims or losses arising from the negligent or intentional misconduct or failure of performance under this Agreement, except those claims or losses arising from the negligent or intentional misconduct of the TOWN or one of their respective employees, volunteers and agents in whole or in part and (ii) a breach of any representation and warranty of NECCOG in this Contract. TOWN will indemnify and hold harmless NECCOG from and against any claims or losses arising from its negligence, in whole or in part, and from its performance of this Agreement.
- J. This Agreement contains the entire understanding of the parties and supersedes and replaces any and all previous understandings, written or oral, regarding the subject matter of this Agreement. This Agreement may not be changed, except in an amendment signed by both parties.
- K. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**Northeastern Connecticut  
Council of Governments**



\_\_\_\_\_  
John Filchak, Executive Director

**Town of Colchester**

\_\_\_\_\_  
Andreas Bisbikos, First Selectman

Date: 7/31/23

Date: \_\_\_\_\_



August 7, 2023

Andreas Bisbikos  
First Selectman  
Colchester Town Hall  
127 Norwich Avenue  
Colchester, CT 06415

Selectman Bisbikos:

Enclosed please find the Seventh Amendment To Agreement for your review and signature. Once signed, please return to:

Middlesex Hospital  
EMS Manager  
28 Crescent Street  
Middletown, CT 06457  
or  
[jim.santacroce@midhosp.org](mailto:jim.santacroce@midhosp.org)

Once received, a fully executed copy will be sent to you for your records. Please feel free to contact me at (860) 358-6081 should you have any questions or if I can be of any assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read 'James Santacroce', with a long horizontal flourish extending to the right.

James Santacroce  
EMS Manager

**SEVENTH AMENDMENT TO AGREEMENT**

This Amendment to Agreement (the "Seventh Amendment") is entered into effective July 1, 2023, by and between Middlesex Hospital, a Connecticut corporation owning and operating a Connecticut licensed acute care hospital and other treatment facilities with a main business address at 28 Crescent Street, Middletown, Connecticut 06457 ("Middlesex Hospital") and the Town of Colchester, with offices at 127 Norwich Avenue, Colchester, CT 06415 ("Town").

WITNESSETH

WHEREAS, Middlesex Hospital and Town entered into an Agreement dated July 1, 2016 (the "Agreement") for Middlesex Hospital to continue to provide Paramedic Services to the residents of the Town; and

WHEREAS, Middlesex Hospital desires to continue providing paramedic services to the residents of the town.

WHEREAS, both parties have agreed to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, parties agree as follows:

1. The Agreement is hereby amended as set forth in the following paragraphs.
2. The term of the Agreement is hereby renewed for an additional one (1) year term July 1, 2023 - June 30, 2024 in accordance with Section 6 of the Agreement.
3. The \$1.00 increase as indicated in Section 1 of the Agreement will be waived by Middlesex Hospital to the Town for this renewal term.
4. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Amendment to be executed by their duly constituted officers as of the effective date of this Agreement.

ACCEPTED BY:

Middlesex Hospital

Town of Colchester:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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Title

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Title

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Date

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Date