

THIS AGREEMENT made this ____ day of _____, 2022, **BETWEEN:**

THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS
(Hereinafter referred to as "The Township")

OF THE FIRST PART

AND

OWEN SOUND ANIMAL SHELTER
(Hereinafter referred to as "The Contractor")

OF THE SECOND PART

Whereas the *Municipal Act*, S.O. 2001, Section 11 (3) Spheres of Jurisdiction provides that a lower tier municipality and an upper tier municipality may pass by-laws, respecting animals; and

Whereas the Contractor and the Township entered into an Animal Control Services Contract on the 21st day of February, 2018, which contract expired on December 31st, 2021; and

Whereas the Contractor submitted a proposal to extend the current contract for Animal Control Services with the Township; and

Whereas the Council of the Township of Georgian Bluffs has agreed to extend their contract with the Contractor for a further four-year term to commence on January 1st, 2022; and

Whereas the Township and the Contractor (hereinafter referred to as "the parties") deem it desirable to put the terms of this contract extension for services in writing;

Now Therefore Witnesseth in consideration of the services rendered by the Contractor to the Township the parties hereto agree as follows:

1 TERMS OF THE CONTRACT AND RELATIONSHIP

- 1.1 The Contractor is hereby engaged to perform various duties of an Animal Control Officer as required by the Township in the conduct of its business and on the terms and conditions detailed in this Agreement.
- 1.2 The engagement of the Contractor pursuant to this Agreement shall commence on the 1st day of January, 2022 at 12:01 a.m. and shall expire on the 31st day of December, 2025 at midnight.
- 1.3 It is understood that this Agreement is an Agreement for services and is not a contract of services and that the Contractor is an independent Contractor and not an employee of the Township.

Further, the payment detailed in Section 3 below is the sole obligation of the Township to the Contractor and the Contractor is not entitled to receive any of the employment benefits received by the employees of the Township. The Contractor shall assume full responsibility and liability for payment of any monies received from the Township and shall indemnify and hold the Township harmless from and against all claims and demands under the Income Tax Act of Canada and related legislation passed by the Province of Ontario, for or in respect of withholding tax and any interest or penalties relating thereto, and similarly with respect to the Occupational Health and Safety Act, Workplace Safety and Insurance Act, Unemployment Insurance Act or the Canada Pension Plan Act and any cost or expenses incurred in defending such claims or demands.

2 TERMINATION OF AGREEMENT

- 2.1 This Agreement with the Contractor may be terminated by the Township or the Contractor in one of the following ways:

- (a) Upon either party giving the other ninety (90) days written notice of the intention to terminate this agreement;
- (b) In the event of acts of wilful negligence or disobedience by the Contractor resulting in injury or damages to the Township, this Agreement may be terminated at the option of the Township upon five (5) days written notice; and
- (c) In the event that either party defaults under this Agreement, the other party shall be entitled to provide written notice of such default to the first party, which notice shall be ten (10) days to rectify the default, failing which this Agreement shall be immediately terminated.

3 PAYMENT FOR SERVICES RENDERED

3.1 The Contractor shall receive a monthly payment for services rendered to the Township within 30 days of the receipt of an invoice. All fees in accordance with this agreement are indicated on Schedule "A" attached hereto and forming a part of this agreement.

4 SERVICES

4.1 The Contractor shall provide the services outlined below as a duly qualified Animal Control Officer. The Contractor shall provide said services in a professional and fully competent manner in accordance with the provisions of this Agreement.

- Provide all secretarial services including complete record keeping of occurrences and patrols and reports as specified herein.
- Respond to general enquiries from residents of the Corporation.
- Provide at the contractors expense, a cell phone where someone can be reached at all times as well as a telephone answering service (paging system) twenty-four (24) hours a day seven (7) days a week with a local telephone number.
- Provide a sufficient number of properly equipped vehicles suitability maintained so as to professionally represent the Corporation to be used in the provision of animal control services, such vehicles to be clean, safe and licensed at all times.
- Respond to public safety issues and complaints as they relate to animals and take appropriate action.
- Provide a minimum of 10 hours of patrol per month in the built up/populated areas of the Corporation.
- Provide personnel as required.
- Arrange for the adoption or selling of animals not reclaimed by the owner.
- Provide the enforcement of all Corporation animal control by-laws twenty-four (24) hours a day, seven (7) days a week as required including appearances in court as may be required.
- Assist Police, Fire and other agencies in animal control as may be requested.
- Provide adequate training including first aid to all Animal Control Officers in the provision of animal control services. Animal Control personnel should be bondable and qualified.
- Provide adequate training to all Animal Control Officers and other personnel in accordance with the Accessibilities for Ontarians with Disabilities Act.
- Ensure that all Animal Control Officers carry a photo identification card which identifies them as an Animal Control Officer and further shall carry an adequate supply of business cards indicating name and applicable telephone numbers and information to be made available as necessary to the general public.
- The contractor will provide services for the pickup and impoundment of stray dogs.

- The contractor will not provide services for the pickup of stray cats unless requested by the Corporation, but will accept stray cats at the shelter for impoundment provided the person dropping off the stray cat at the shelter pays the contractor for all impound, board, euthanasia and disposal fees that may be incurred by the Contractor.

4.2 Animal Shelter

- The contractor shall provide an Animal Shelter that is constructed, maintained and operated in accordance with the Animals for Research Act, R.R.O. 1990, Regulation 23. The Shelter shall be open to the public a minimum of 30 hours per week Monday to Friday and a minimum of 5 hours on Saturday.
- The shelter shall be in compliance with the Municipality's Zoning By-law where it is located and any applicable Provincial Legislation.

4.3 Other Services

- A dog placed with the Contractor by the Medical Officer of Health for observation shall be kept by the Contractor for the time required for such observation at the expense of the Corporation and then destroyed or returned to the owner thereof as the condition of the dog requires.
- A dog impounded at the animal shelter shall be held by the Contractor for three days excluding the day on which the dog was impounded, Saturdays, Sundays and Public Holidays, and if not claimed by the owner thereof within such time, may then be given out for adoption or sold by the Contractor. The selling price of any dog sold to be placed toward the care and maintenance of that animal.
- Any owner of a dog seized or impounded shall pay to the Contractor all reasonable fees incurred such as pound fees, boarding fees, mileage and all other applicable expenses incurred in seizing or impounding the animal.
- In the case of a dog which has been licensed and to the collar of which is attached a licensed tag being impounded the Contractor during normal business hours shall make every reasonable effort to contact the owner of such dog to advise such owner that such dog has been impounded.
- In the case of a dog which has not been licensed being claimed by the owner thereof, such dog shall not be released to such owner until she or he has procured such dog to be licensed and registered by the Township.
- In the case of a dog which is disabled or injured being impounded, the above provisions, as to such dog being held by the Contractor for three days, shall not apply and the Contractor shall be at liberty to destroy, without charge, such dog forthwith if the condition of the dog, in the opinion of a veterinarian, warrants such action.
- In the case of a dog which has been reclaimed by the owner from the shelter and the owner has paid the Contractor for all expenses incurred in seizing or impounding the animal, a reclaim fee shall be reimbursed to the Corporation by the Contractor.
- Revenue from set fine charges laid by Animal Control Officers in accordance with the Corporation's Animal Control By-laws shall be remitted to the Corporation.

4.4 The Contractor, while working on behalf of the Township shall abide by the Township's written policies and procedures for:

- (a) Accessibility Standards for Customer Service Policy
- (b) Code of Conduct

5 CONFIDENTIALITY OF INFORMATION

- 5.1 The Contractor shall not disclose to anyone outside the employ of the Township, without prior written permission of the Township, any aspect of the Township's business, except as required in the course of exercising its duties and responsibilities with the Township.

This Agreement will continue to restrict the Contractor's disclosure of such information after the termination of this Agreement, until such information has been made public through no fault of the Contractor.

- 5.2 After termination of this Agreement, the Contractor shall promptly return, without request from the Township, to the Township any of the Township's information, materials and other property, which may subsequently be in the Contractor's possession.

6 INSURANCE

- 6.1 The Contractor shall maintain sufficient Public Liability Insurance and the Contractor shall relieve the Corporation from all claims for damages as may be caused by the Contractor or its employees, or from any of its subcontractors, to any property or to any person. The contractor shall provide to the Corporation proof of such insurance in the form of a Certificate of Liability issued by an insurance company licensed to write property casualty insurance in the Province of Ontario and providing as a minimum requirement the following:

(a) Liability Insurance

- i) \$2,000,000 primary limits (or primary plus excess liability coverage equalling \$5,000,000 or greater) for both General Liability and Non-Owned Automobile Liability, coverage to include Bodily Injury, Property Damage and Products/Completed Operations; Policies to be written on an occurrence basis.
- ii) Certificates must provide, for thirty (30) days' notice to the Corporation in the event of cancellation or in the event of non-renewal of an Insurance Policy or pertinent coverage.
- iii) Certificates to name the Corporation of the Township of Georgian Bluffs as an additional insured with respect to work performed.
- iv) Such coverage must be maintained and in effect continuously while the work is in progress, and renewal certificates must be provided prior to the policy expiry.

(b) Owned Automobile Liability

- i) \$2,000,000 Liability Insurance on all owned automobiles
- ii) Accident benefits per statutory requirements
- iii) Such coverage must be maintained in effect continuously through the term of the contract and renewal certificates must be provided prior to policy expiry; the Corporation to be given (15) days' notice in the event of cancellation or non-renewal of the policy or pertinent coverage.

(c) Interruption Insurance

The Contractor shall maintain appropriate business interruption insurance so that the contractor can continue operations on an uninterrupted basis should they have a property loss.

7 SEVERABILITY

- 7.1 If any provision or portion of any provision in this Agreement shall be held by Court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such

portion of the provision shall be severable and shall be deemed to be completed and the remaining provisions or portions shall remain valid and binding.

8 GOVERNING LAW

8.1 This Agreement shall be construed in accordance and governed by the laws in force in the Province of Ontario and as interpreted by the Courts of the Province.

9 BINDING EFFECT

9.1 This Agreement shall be binding upon the parties, their heirs, executors, administrators, successors and assigns provided that this Agreement shall be personal to the Contractor and may not be assigned by him.

10 INDEMNIFICATION

10.1 The Contractor hereby indemnifies and saves harmless the Township from any suit, action, cause of action, claim or damages whatsoever of any nature and kind arising from the breach by the Contractor of any terms of this Agreement or the negligence of the Contractor in conducting his, his agents or his employee's services.

11 NOTICE

11.1 Any notice required or desired to be given hereunder shall be delivered in person or sent by prepaid registered mail addressed as follows:

(a) The Corporation of the Township of Georgian Bluffs
177964 Grey Road 18,
R.R. # 3,
Owen Sound, Ontario. N4K 5N5
Attention: Clerk

(b) To the Contractor at:

Owen Sound Animal Shelter
2125 18th Avenue East
Owen Sound, Ontario. N4K 1W8
Attention: Todd or Renee Robins

or at such other address that may be furnished in writing from time to time by either party to the other. Any notice mailed as aforementioned by registered mail shall be deemed to have been received three (3) business days after the posting thereof.

12 TIME OF THE ESSENCE

12.1 Time shall be of the essence in the performance of obligations pursuant to this Agreement.

13 AMENDMENTS

13.1 No provision of this Agreement shall be amended, altered or waived except by a further written agreement between the parties. No waiver of a provision of this Agreement shall operate as a waiver of any other provision or of the same provision on a future occasion.

14 ACKNOWLEDGMENTS

14.1 The Contractor hereby acknowledges having read and understood the terms and conditions of this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement under seal.

SIGNED, SEALED, AND DELIVERED

At the Township of Georgian Bluffs this _____ day of _____, 2022.

Contractor – Owen Sound Animal Shelter

Todd Robins

Renee Robins

**THE CORPORATION OF THE TOWNSHIP OF
GEORGIAN BLUFFS**

Mayor – Dwight Burley

Clerk – Brittany Drury

SCHEDULE "A"

SCHEDULE OF CONTRACT FEES

The following fees shall be paid to the Contractor by an Owner who reclaims their impounded dog.

Reclaim Fee (Reimbursed to the Corporation by the Contractor)	\$50.00	1st offence; \$75.00 2nd offence; \$100.00 3rd offence
Shelter Fee		\$75.00
Board per day		\$ 8.00

The following fees shall be paid by the Corporation to the Contractor if a dog which has been impounded is not reclaimed. These fees are over and above the monthly contract amount.

Impound fee		\$49.00 or (\$59.00/litter of puppies)
Call out during normal hours		\$40.00 (following a reclaiming period)

If a dog is picked up between 10:00 p.m. and 8:00 a.m. there will be an additional charge of \$75.00 per dog.

If a dog is picked up on a Statutory Holiday there will be an additional charge of \$75.00 per dog.

Board, Euthanasia and Disposal of a cat if the cat was picked up by the Contractor at the request of the Corporation and not reclaimed by the owner - \$40.00/cat

Confinement orders as a result of a dog bite incident to be paid by the Corporation at the Corporation's request for such	\$100.00
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All fees are plus HST.

Monthly Contract Fees

The following are the monthly contract fees payable by the Corporation to the Contractor for Animal Control services performed under this agreement.

For the year 2022 - \$1748.28 + HST

For the year 2023 - \$1783.25 + HST

For the year 2024 - \$1818.91+ HST

For the year 2025 - \$1855.29 + HST