

## **SERVICE CONTRACT AGREEMENT**

**BETWEEN:**

**THE NORTH BAY AND DISTRICT HUMANE SOCIETY**

and

**THE CORPORATION OF THE MUNICIPALITY OF EAST FERRIS**

The following outlines an agreement for the North Bay and District Humane Society to provide pound keeping services for the Municipality of East Ferris. Further this agreement defines other services provided; specifically animal control, site patrols as well as the enforcement of various animal control By-laws enacted by the Corporation of the Municipality of East Ferris.

### **1. DEFINITIONS:**

For the purpose of this Agreement, the term 'animal" shall refer to domestic dogs and cats.

For the purpose of this Agreement, the North Bay and District Humane Society will be referred to as "NB&DHS".

For the purpose of this Agreement the Corporation of the Municipality of East Ferris will be referred to as "East Ferris".

### **2. THE HUMANE SOCIETY AGREES:**

#### Shelter:

To provide an animal shelter capable of providing adequate accommodations, food and water, daily housekeeping and veterinary care (when deemed necessary) for animals impounded, and of meeting the requirements set for this type of building by the NB&DHS, and of meeting the requirements of all applicable provincial legislation.

#### By-Laws:

To enforce all By-Laws affecting the control and keeping of animals, as adopted and amended from time to time, and in consultation with the NB&DHS, such By-laws including those currently in force in East Ferris.

#### Officer:

To employ and supervise such Animal Control Officer(s) as may be considered necessary and to provide such Officer(s) with adequate vehicle(s), safety equipment, uniforms and communications equipment and to pay all costs of such Officer(s) and vehicle(s), safety equipment, uniforms and communications equipment as provided by the NB&DHS.

#### General Service Provision:

- a) To provide pound services.
- b) To hold for claiming by owners, any stray animal delivered to the Humane Society's shelter, or any animal received or impounded by the Animal Control Officer, and, if not claimed by the owner, to dispose of such animal by sale or euthanasia. Owners of licensed and/or microchipped dogs and cats will be contacted, whenever possible.
- c) To provide an animal shelter capable of providing adequate accommodations, food and water, daily housekeeping and veterinary care (when deemed necessary) for animals impounded.
- d) To meet the requirements set for this type of building by the NB&DHS and Provincial legislation.

e) To install in the animal shelter all the equipment necessary for the proper operation of the animal shelter and, in particular, to supply the methods and equipment necessary to humanly euthanize unwanted or unclaimed animals, if necessary. Such methods and equipment must meet the standards and comply with the applicable Provincial legislation.

Fee for Service Provision:

a) Monday to Friday (exclusive of statutory holidays) an officer will be available, and as dictated by priority, to the East Ferris area from 9:00 a.m. to 4:30 p.m. to respond to complaints of animals at large, stray or abandoned animals, and by-law infractions only if the animal is humanely confined, either by being in a building, crate, cage, box, or tethered safely.

*Note: The NB&DHS will endeavor to dispatch its staff in the most efficient and cost effective manner possible as dictated by demand.*

b) Emergency services will be provided for a fee as outlined in Schedule 1 from 4:30 p.m. to 9:00 a.m., Monday to Friday and on weekends.

*Note: Emergency services are comprised of injured dogs and cats that are at large, and an owner cannot be found, and requests for assistance by local police services that pertain to animal issues.*

Hours of Operation:

To keep the Humane Society's shelter open to the public and in operation from 9:00 a.m. to 5:00 p.m., Monday through Friday (exclusive of statutory holidays) and from 10:00 a.m. to 4:00 p.m. on Saturdays and to such other hours as may be agreed from time to time.

It is understood by East Ferris and the NB&DHS that ALL calls reporting complaints or concerns from residents of East Ferris will be forwarded to the Animal Control Officer. The NB&DHS staff will respond on a priority basis and if required will invoice East Ferris according to fee for service outlined in Schedule 1 of this agreement.

Licenses:

a) To license dogs according to procedures approved by East Ferris and the NB&DHS. The NB&DHS shall receive \$20.00 per license issued on behalf of the Municipality of East Ferris payable by the owner of the dog being licensed.

b) To not release any impounded animal until such animal is licensed.

Records:

To submit to East Ferris, twice yearly as of the end of June and as of the end of December, a written summary of the statistics pertaining to East Ferris including (but not limited to):

- i. Total number of animals impounded
- ii. Disposition of animals impounded, ie claimed, euthanized, rehomed
- iii. Total number of dog licenses issued

Indemnity:

To indemnify and save harmless East Ferris in respect to all charges, costs, expenses, suits and damages and claims for loss or accident or injury of any nature or kind whatsoever in connection with the carrying out of this agreement and in connection with the shelter.

Insurance:

To insure and keep insured the shelter building for fire and any other hazards and to provide East Ferris a proof of insurance.

Such liability policy shall provide for the indemnification of East Ferris and the NB&DHS against the loss arising from claims of damage, injury or otherwise in connection with the carrying out of the terms of this agreement.

The Humane Society shall maintain the policy of insurance in force during this agreement. The limits of such policy shall not be less than Five Million Dollars (\$5,000,000.00) inclusive for public liability and property damage and for liability coverage for injury to animals caused by an accident and resulting in the death or destruction while in the care, custody and control of the NB&DHS.

Such policy shall include the names of East Ferris and the NB&DHS as the insured. The Humane Society shall pay the premium on the policy.

**3. THE MUNICIPALITY OF EAST FERRIS AGREES:**

- a) To appoint the NB&DHS as Pound Keeper and Animal Control Officer for East Ferris with the duties of such Pound Keeper and Animal Control Officer to be exercised by the NB&DHS to pick up and impound animals in accordance with the provisions of the By-Laws.
- b) To appoint the NB&DHS's Animal Control Officer(s) as Municipal Law Enforcement Officer(s) for the Corporation of the Municipality of East Ferris.
- c) To grant the NB&DHS the right to dispose of all animals impounded by the Humane Society in accordance with the By-laws.
- d) To grant the NB&DHS the right to dispose of the carcasses of all animals lawfully impounded and lawfully euthanized or found dead in accordance with the By-laws.
- e) To grant the NB&DHS the right to collect impound fees, fines, destruction and disposal fees levied by the Humane Society in accordance with the scale of fees and penalties authorized by the NB&DHS and including all license fees both by East Ferris and the NB&DHS.
- f) To pay the NB&DHS remuneration for its services as Pound Keeper as follows:
  - 2023 - \$15,500.00 exclusive of HST
  - 2024 - \$16,000.00 exclusive of HST
  - 2025 - \$16,500.00 exclusive of HST
  - 2026 - \$17,000.00 exclusive of HST

Payments will be made in quarterly installments. Quarterly invoices shall be provided to the Municipality on January 1st, April 1st, July 1st, and October 1<sup>st</sup>.

**4. DURATION OF AGREEMENT:**

The term of the contract will be four (4) years commencing on the 1st day of January, 2023 and expiring on the 31st day of December, 2026.

This agreement may be terminated by either party upon four (4) months written notice of intention to terminate, delivered to the other party by prepaid registered mail.

This agreement is made on the 13th day of December, 2022.

**FOR THE CORPORATION OF THE MUNICIPALITY OF EAST FERRIS:**

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Pauline Rochefort, Mayor

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Monica L. Hawkins, Clerk

**FOR THE NORTH BAY AND DISTRICT HUMANE SOCIETY:**

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Steven Johnson, President

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Liam Cullin, Executive Director

### **Schedule 1 - Fee for Service**

The following schedule outlines the fees charged to East Ferris by the NB&DHS for emergency services as outlined in the agreement.

#### **After Hour & Emergency Fees:**

Staff & General Overhead - \$110.00 per hour (from departure to return)

Vehicle - \$0.55 per kilometer