

THIS AGREEMENT made the ____ day of _____, 2019.

BETWEEN:

**HILLSIDE KENNELS ANIMAL CONTROL LTD.
hereinafter called the “Contractor”
OF THE FIRST PART**

and

**THE CORPORATION OF THE TOWN OF TILLSONBURG
hereinafter called the “Town”
OF THE SESCOND PART**

WHEREAS the Town of Tillsonburg is desirous of entering into an Agreement for contracted animal control services within the Town of Tillsonburg,

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. To exercise the duties as required under Town of Tillsonburg By-Law No. 3507, and amendments thereto, for the control of animals, specifically dogs and cats.
2. To maintain an animal shelter for the keeping of dogs and cats under requirement of the Board of Health. Such animal shelter is to be approved by regulation through The Ontario Ministry of Agriculture, Food and Rural Affairs.
3. The Town hereby covenants to pay the agreed upon price, as per Schedule “A” to this Agreement, to the Contractor forty five (45) days from receipt of the invoice for services, and continuing for the life of the Agreement. Invoices will be based on services provided the previous month and will include an itemized list of activities for the period covered.
4. The Contractor shall respond to calls for service regarding dogs running at large within the Town of Tillsonburg. Complaints will be forwarded to the Contractor from the Town and the OPP regarding dogs running at large. The Contractor will be responsible for providing documentation of incidents, which will be submitted to the By-Law Enforcement Officer.
5. Complaints regarding cats will be forwarded to the Contractor from the Town. The Contractor shall attend the residence with authorization from the Town. In the event that the cat is not confined, the Contractor shall receive authorization from the Town to offer the use of a live trap in order to contain the animal.
6. The Contractor shall be responsible for selling a current dog or cat tag to any owner of a dog or cat prior to the dog or cat being released from the pound. No additional compensation will be paid for tag sales.
7. The Contractor will not release any dog until proof is produced that the dog is currently licensed within the Town, or the municipality where the dog is from.
8. A list of all tags sold shall be provided monthly to the Town, using a form that will be provided by the Town’s By-Law Enforcement Officer.
9. Tag monies shall be remitted along with the monthly billing to the Tillsonburg Customer Service Centre.
10. The Town shall provide the Contractor with a supply of current year tags sold to date. The list of the tags sold shall be provided to the Contractor on a monthly basis.
11. The Contractor shall record information regarding dogs running at large and proceed as necessary with further action. Information/evidence regarding dogs running at large will be provided to the Town’s By-Law Enforcement Officer. The Contractor shall attend court as required.
12. The Contractor will keep accurate records as required by the Town and the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA). The Contractor shall

submit monthly reports to the Town by no later than the 10th day of the following month. The reports must include, but not be limited to:

- 1) the date of pick-up of dog(s) and/or cat(s),
 - 2) the name, address and telephone number of the complainant,
 - 3) the name, address and telephone number of the owner (if animal is redeemed),
 - 4) the tag sale information,
 - 5) the total costs associated with the redemption,
 - 6) the number of animals picked up,
 - 7) a description of the animal,
 - 8) the condition of the animal,
 - 9) the disposition of the animal (i.e. redeemed, adopted, euthanasia),
 - 10) the total cost of the call including pick-up fee, boarding costs and euthanasia cost,
 - 11) the number and location of traps set.
13. Patrols shall be scheduled at the request of the Town and shall not be performed on a routine basis.
 14. The Contractor shall reply courteously and promptly to all inquiries to call for service, provide approximate response time to the complainant at the time the call for service is received by the Contractor, and respond to calls within one (1) hour from the initial time of notification, provide a 1-800 number for the duration of this agreement and provide a web/social media link.
 15. The Contractor shall ensure that all sick or injured animals receive immediate medical attention by a qualified veterinarian. Veterinary services must be available on a twenty-four hour basis to handle emergencies.
 16. The Contractor shall keep all dogs or cats impounded for a minimum of three (3) days, holidays included. The Contractor shall attempt to contact the owner of the dog or cat impounded while in Town and as quickly as possible. The Contractor is encouraged to keep the animal longer than the required three days at the Contractor's expense to promote adoptions and cost savings.
 17. The Contractor shall charge the pet owner the sum of the call out fee plus the per diem boarding fee when the owner redeems the pet. These funds shall be deducted from the Town's monthly invoice.
 18. The Contractor shall advise the By-Law Officer when a second offence occurs.
 19. The Contractor agrees to provide Interact, MasterCard and Visa services as well as mobile Interact, MasterCard and Visa.
 20. The Town will conduct quarterly reviews of the Contractor. This review will be conducted by the Chief Building Official and the By-law Enforcement Officer. Items that will be covered in this contract can include amongst other items, verifying level of service, response time, customer service, billing discrepancies, the adoption program and vaccinations.
 21. The Contractor shall provide a comprehensive adoption program. Accurate records will be kept by the Contractor related to all adoptions of all animals. The Contractor may retain any revenue derived from an adoption of an animal.
 22. All animals to be euthanized shall be dealt with in a humane way and in accordance with Provincial regulations. A certified and licensed Veterinarian will conduct all disposals. All animals diagnosed as diseased by a certified and licensed Veterinarian may be disposed of immediately. All others must be held in conformance with Provincial regulations. All records related to disposal of any animal shall be kept and available to the Town upon request.
 23. The Contractor shall provide and maintain a pound facility and offer animal control services in accordance with all relevant legislation and regulations, including, but not limited to: The Animals for Research Act, The Pounds Act, the Board of Health, The Health Protection and Promotion Act (rabies), applicable Municipal By-laws, The Municipal Act, and any rules or regulations established by Ontario Ministry of

Agriculture, Food, and Rural Affairs (OMAFRA). The facility will include an indoor and outdoor run area as well as holding cages.

24. The Contractor must operate and be licensed under the rules and regulations of The Ontario Ministry of Agriculture, Food and Rural Affairs. The Contractor should be a member in good standing of The Association of Animal Shelter Administrators of Ontario.
25. Animal control facilities should be capable of housing enough animals for periods beyond the required three day stay, in an effort to promote adoption.
26. All facilities must meet the criteria required by legislation and must be inspected on an annual basis by OMAFRA. The Contractor must show a good disease prevention program, including cleaning, quarantine, and a vaccination schedule. Any deficiencies shall be reported to the Town forthwith.
27. The facilities shall be open from 8:00 a.m. to 7:00 p.m., Monday to Friday and 8:00 a.m. to 12:00 p.m. on Saturdays.
28. A suitable vehicle(s) will be included and provided by the Contractor. Said vehicle(s) will be clearly marked as an animal control service vehicle. All vehicles will be properly insured, maintained and equipped, and be maintained in a tidy condition.
29. The vehicle(s) used for animal control services shall be equipped with trained staff in the care, capture, confinement and handling of injured or difficult animals. The equipment in the vehicles shall include, but not be limited to, nets, cages, collars, leashes, tranquilizer guns, traps, etc.
30. The Contractor shall be responsible for all costs including fuel, operation, maintenance, licensing and insurance of all equipment and vehicles used to supply the Animal Control Service.
31. The Contractor shall provide a twenty-four hour service using either staff or an answering service (no telephone answering machine) to receive calls from the Oxford OPP or the Tillsonburg Customer Service Centre.
32. The Contractor shall provide dog and cat care services by fully trained and fully qualified staff in the animal control field.
33. The Contractor shall investigate complaints received from Municipal Staff or Oxford OPP regarding animals running at large, and respond or take action to dogs and/or cats running at large.
34. All dogs and/or cats picked up while running at large will be returned to the owner while in Town if possible or returned to the Animal Control Shelter; properly recorded and held for recovery by owners in accordance with By-Law 3507, or amendments thereof, and if not claimed can be sold as pets, adopted or disposed of through a proper and Licensed Veterinarian Service in a humane manner.
35. The Contractor shall furnish to the Town, upon the execution of this Agreement, a Clearance Certificate issued by the Workplace Safety & Insurance Board which waives its rights under Section 11(3), R.S.O. 1990 of the Workers' Compensation Act to hold the Municipality liable for any liability of the Contractor for assessments and levies owing to the Workplace Safety & Compensation Board.
36. The Contractor shall perform the services as agreed herein with regard to the Town's Health and Safety Policies and Procedures. The responsibilities of the Contractor include the following:
 - a) demonstrate the establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation and the Town's health and safety policy and requirements;
 - b) include health and safety provisions in their management system to reach and maintain consistently high level of health and safety; and

- c) ensure the workers in your employ are aware of the hazardous substances that may be in use at the workplace and wear the appropriate personal protective equipment required for the area.
37. The Contractor shall post the animal recovery costs as set by the Town in the Animal Control Shelter.
 38. The Contractor shall indemnify and save completely harmless the Town from and against all actions, suits, claims and demands of any kind which may be brought against or made upon the Town, and against all loss, costs, damages, injuries, or expenses which the Town may sustain, incur or become liable for arising from the negligence of the Contractor or his/her employees.
 39. This Agreement may be terminated by the Town upon sixty (60) days written notice.
 40. This Agreement shall enure and be binding upon the Parties hereto and their successors when attached to and confirmed by By-law of the Council of the Town and signing by the Contractor and shall not be assigned without the consent of both Parties.
 41. This Agreement shall be effective from May 1, 2019 up to and including April 30, 2021.

IN WITNESS WHEREOF THE CORPORATE SEAL OF THE TOWN IS HEREUNTO AFFIXED AND ATTESTED BY THE PROPER SIGNING OFFICERS THEREOF.

HILLSIDE KENNELS ANIMAL CONTROL LTD.

_____	_____
Tracy Gibson	Date
_____	_____
	Date

THE CORPORATION OF THE TOWN OF TILLSONBURG

_____	_____
MAYOR	Date
_____	_____
CLERK	Date

SCHEDULE "A" to Agreement

The following represents a listing of services and the respective fees.

DESCRIPTION OF SERVICE	2019-2021 RATE
Call Out Fee for Service – Dog or Cat	110.00
Boarding Fee Per Day – Dog or Cat	35.00
Euthanasia & Disposal - Dog	80.00
Euthanasia & Disposal - Cat	60.00
Patrol Fee – flat rate per request	85.00
Live Trap Placement	110.00
Dead Animal Pick-Up (call-out, pick-up, removal & disposal)	145.00
Court Appearance	35.00/hr
Trap Re-set Fee (when in Town)	55.00

All prices are subject to HST.