

ANIMAL CONTROL SERVICES AGREEMENT

THIS AGREEMENT MADE this 9th day of November, 2017.

BETWEEN:

The Corporation of the Town of Minto

a municipal corporation incorporated pursuant to the laws of the Province of Ontario ("Minto")

-and-

R & R Pet Paradise

a corporation operating according to the laws of the Province of Ontario ("R & R")

WHEREAS:

1. The Town of Minto issued Quotation for Animal Control Services; and
2. R & R Pet Paradise submitted the successful quotation for the services.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements herein contained, and subject to the terms and conditions set out in this Agreement, the parties hereto hereby agree as follows:

1. R & R Pet Paradise is retained to provide animal control services commencing December 1, 2017 and concluding November 30, 2020 described generally as follows:

The humane capture of dogs at large, stray, aggressive, dangerous or injured dogs, holding and care of captured dogs in an approved shelter, providing access to veterinarian care, keeping proper records, responding to calls from Police or the public promptly and professionally, 24 hours a day seven days a week including statutory holidays. Compiling evidence and supporting cases in court as needed. Other related services as assigned by the Chief Building Official.

And as set out more specifically in Schedule "A" to this agreement.

2. The primary contacts and location for R & R Pet Paradise and responsible for animal control work for Minto are as follows:

Richard Rauwerda and Angela Ewtushik within facility located at
9449 1 Rd N, Harriston, ON NOG 1Z0

3. The primary contacts will manage R & R Pet Paradise's relationship with Minto with the main contacts for Minto being the Chief Building Official and the Bylaw Enforcement Officer/Fire Prevention Officer.

4. The following billing shall apply during the life of this contract:

- | | |
|-----------------------------------|--|
| a) Monthly Cost | \$800 resulting in an Annual Cost \$9,600 plus HST |
| b) Additional Fees | \$25 per night boarding |
| | \$100 per dog pickup Monday through Friday 8:00am to 6:00pm |
| | \$150 per dog pickup Saturday, Sunday, Statutory Holidays, and weekdays after 6:00pm and before 8:00am |
| | Mileage \$.50/km for court or other circumstances approved by Minto (not for regular dog pickups) |
| c) Years 2 and 3 of the contract: | The above rates shall remain in effect and shall not be increased during the term of the agreement. |

5.
 - a) The primary contacts for R & R Pet Paradise shall maintain the shelter facility which houses dogs picked up in Minto within a climate controlled environment with in-floor heating, air conditioning and spacious indoor and outdoor areas.
 - b) The shelter facility shall at all times be certified by the appropriate Provincial Agency (OMAFRA) and operated according to current Provincial guidelines, and such inspection and certification to be maintained by R & R Pet Paradise at their sole cost and expense.
 - c) The primary contacts of the Town of Minto may inspect the shelter facility at any time during business hours provided verbal notice is given to at least one of the primary contacts of R & R Pet Paradise, while other municipal representatives of the Town may tour the shelter facility annually so long as reasonable arrangements have been made in advance.
 - d) R & R Pet Paradise will strive to be a “no kill” facility with the goal of returning or re-homing dogs wherever practical, and shall maintain excellent working relationships with rescue organizations such as Owen Sound Animal Shelter, Border Collie Rescue Ontario, The Dog Rescuers Inc., Angel Arms Rescue and similar.
6. R & R Pet Paradise will respond to requests for animal control services from Minto within 2 hours more or less during regular business hours and within 6 hours more or less at all other times, and shall ensure a canine control officer is available 24 hours a day 7 days a week to respond to calls in Minto. Billing for such response will be according to costs set out in Section 4 of this agreement.
7. R & R Pet Paradise shall at its sole cost and expense provide in good repair and in a clean and professional appearance an appropriate vehicle for dog pickup in Minto. Such vehicle to be equipped with custom crates, generator, air conditioning and any other necessary equipment needed to safely and humanely transport dogs.
8.
 - a) The Town shall be retain all revenue from dog licenses sold within the Town of Minto. The Town shall keep regular office hours during non-holiday weekdays to facilitate calls to R & R Pet Paradise, and to collect from dog owners any fees for service outlined in section 4 of this agreement. The parties agree to consider during the life of this agreement a process whereby R & R Pet Paradise will collect fees to re-home dogs from their facility, and reconcile with any billing to the Town particularly for after hour pick-ups for the convenience of the public.
 - b) R & R Pet Paradise shall keep proper records of number of calls, dogs collected, length of stay at shelter, veterinary care provided, adoption or re-homing details and similar, and shall supply such records no less than every six months to the Town. R & R Pet Paradise acknowledges that records collected shall be maintained according to the provisions of the Municipal Freedom of Information and Protection of Privacy Act and shall not be disclosed or released independent of the Town of Minto without expressed written consent of the Town.
9. At its sole cost and expense R & R Pet Paradise will maintain pamphlets for local training and veterinary services and maintain a website to ensure a more helpful and educated canine community in Minto, and agrees that Minto may link to the website provided for this purpose.
10. Subject to early termination, this agreement shall commence on the date of execution of this Agreement and shall continue for a term of three (3) years. After which the Agreement shall automatically month to month until a new agreement is negotiated or unless terminated by either party with 90 days written notice.
11. Minto may terminate the Agreement at any time prior to completion of its term, either in whole or in part, upon 90 days written notice. In the event of early termination, R & R Pet Paradise shall receive payment for the services performed to the date R & R Pet Paradise’s services are terminated and for any services performed after the date of termination.

12. R & R Pet Paradise shall, at their expense provide certificate(s) of insurance satisfactory to the Town of Minto, as set forth below. In the event that the certificate(s) of insurance is/are not satisfactory, the Town of Minto may require the successful bidder to provide a certified copy of the policy. The certificate(s) in the amounts listed below are to be provided:
- a) \$2 million – commercial general liability
- Such policy shall contain:
- a) A “Cross Liability” clause or endorsement.
 - b) An endorsement certifying that the Town of Minto is added as an additional insured.
 - c) An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Town of Minto.
13. R & R Pet Paradise agrees, from time to time, and at all times hereafter, to save, keep harmless and fully indemnify Minto, its successors and assigns, its elected officials, officers, employees and agents, from and against all actions, claims and demands whatsoever which may be brought against or made upon Minto, and against all loss, liability, judgments, claims, reasonable costs, demands or reasonable expenses that Minto may sustain as a result from or arising out of R & R Pet Paradise’s negligent actions or omissions in carrying out its responsibilities under this Agreement, the quotation and R & R Pet Paradise’s response to the quotation, including but not limited to R & R Pet Paradise’s failure to exercise reasonable care, skill or diligence of a firm providing animal control services in the performance of any services by it.
14. R & R Pet Paradise will conduct itself in a professional manner consistent with any and all applicable By-Laws and Rules of Professional Conduct established for animal control services in Ontario and Minto agrees that nothing in this Agreement or instructions on any specific matter obligates R & R Pet Paradise to take any steps or actions contrary to such By-laws and Rules.
15. R & R Pet Paradise shall provide services in a professional manner, consistent with the standard of care ordinarily exercised by members of the profession, and consistent with the customer service goals set out in the Town Strategic Plan. The Town may immediately terminate this agreement for any violation of the terms of this agreement or performance that does not meet appropriate standards of care.
16. This Agreement shall form the entire agreement between Minto and R & R Pet Paradise concerning the matters set out herein and there are no warranties, representations or other Agreements between the parties in connection with the subject-matter of this Agreement except as specifically set forth herein.
17. Any notice to be given or delivered under this Agreement shall be in writing and sufficiently given by personal delivery or by registered letter, postage prepaid and mailed in a Canadian post office, addressed, in the case of notice to Minto, to
- The Corporation of the Town of Minto
ATTN: CAO/Clerk
5941 Highway #89, R.R. #1
Harriston, ON NOG 1Z0
- and in the case of notice to R & R Pet Paradise
- R & R Pet Paradise.
ATTN: Richard Rauwerda and Angela Ewtushik
9449 1 Rd N, Harriston, ON NOG 1Z0
18. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of

this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

19. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same agreement.

20. This Agreement is to be governed by and construed according to the laws of the Province of Ontario.

21. Neither this Agreement nor any rights or obligations hereunder shall be assignable by any party without the prior written consent of each of the other parties hereto. Any attempt to assign any of the rights, duties or obligations of this Agreement without written consent is void.

22. Subject to the restrictions on assignment, this Agreement shall enure to the benefit of and be binding upon the parties and their respective successors including any successor formed by reason of amalgamation of any party and permitted assigns. Any and all transfers, assigns or successors of the parties shall be subject to an assumption of the rights and obligations of this Agreement by the new owner thereof as the case may be.

WITNESS WHEREOF the parties have signed and sealed this Agreement as of the day and year first above written.

THE CORPORATION OF THE TOWN
OF MINTO

Per:

(George A. Bridge) Ronald Faulkner
(Mayor) Deputy Mayor

Per:

Bill White
C.A.O. Clerk
We have the authority to bind the
Corporation of the Town of Minto.

R & R PET PARADISE

Per:


Name Rick Ravenda
Position Owner

Per:

Name
Position

We have the authority to bind the
Partnership

Schedule "A" List of Services

Includes but are not limited to, the following:

- a) Respond to dog related calls 24 hours a day, every day, including statutory holidays, which include but may not be limited to: dogs running at large, or dangerous, aggressive or injured dogs, humane issues and requests for response from the Ontario Provincial Police.
- b) Provide dog control services as requested by the Town of Minto or County of Wellington Police Services.
- c) Provide and maintain a temporary shelter for the care of dogs compliant with applicable Provincial standards, laws and guidelines including but not limited to proper heating/climate control and indoor and outdoor runs for dogs within the Town of Minto or within 50 km of the boundary to retrieved dogs until they are claimed by their owner, or delivered to the Humane Society or veterinary clinic, as the situation warrants.
- d) Ensure care of all dogs is humane and in accordance with accepted and approved practices and standards including ensuring access to veterinarian care.
- e) Document and maintain evidence, assist in case preparation, and attend, if requested, court appearances related to enforcement of related by-laws.
- f) Maintain records of all dog control occurrences, dogs picked up and their deposition, and all other actions taken in provision of dog control services. These records must be kept in accordance with accepted standards and maintained in accordance with applicable legislation, and submitted to the Town upon request.
- g) Provide a local cell phone number where personnel can be reached 24 hours a day, every day, including statutory holidays. Said cell phone number shall be published by the Town.
- h) Provide a properly equipped, licensed and inspected vehicle to safely and humanely transport dogs. Such vehicle is to be suitably maintained to professionally represent the Town.
- i) Provide and maintain all equipment necessary to humanely catch, handle and transport dogs.
- j) Ensure adequate training of all personnel with regard to dog control and vehicle operation.
- k) Ensure personnel carry photo identification to be made available as necessary to the general public.
- l) Retrieve stray dogs or those running at large, and provide them with adequate temporary shelter and accommodation, or deliver them to the Humane Society or a veterinarian, as the situation warrants.
- m) Provide the Town on a monthly basis, the Call Reports up to the last day of the preceding month that shows the particulars of each call received, dogs picked up and their disposition.
- n) Adhering to By-law 2016-31 and other applicable legislation, standards and codes.
- o) Respond to other animal control matters, where requested by the Town.
- p) Documenting and submitting appropriate monthly bills to the Town with proper documentation in order to receive payment as outlined in a written contract.