

**BY-LAW NUMBER 16-42**

**OF**

**THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW**

**A By-law to authorize an agreement with Ontario Animal Control for canine control services**

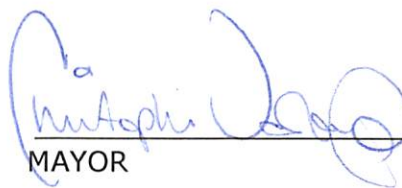
**WHEREAS**, Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising the authority under this or any other Act; and


**WHEREAS**, Council of the Corporation of The Township of Clearview deems it expedient to enter into an agreement with Ontario Animal Control for Canine Services;

**NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW HEREBY ENACTS AS FOLLOWS:**

1. That Council does hereby authorize the Mayor and Clerk to execute the Agreement attached hereto as Schedule "A" (the Agreement).
2. That Schedule A is declared to form part of this By-law.
3. This By-law shall come into force and effect upon being passed by Council.

By-Law Number 16-42 read a first, second and third time and finally passed this 25<sup>th</sup> day of April, 2016.

  
MAYOR

  
CLERK

**THIS AGREEMENT** made this 25<sup>th</sup> day of April, 2016.

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW**  
(Hereinafter referred to as "The Municipality")

**AND**

**ONTARIO ANIMAL CONTROL**  
(Hereinafter referred to as "The Contractor")

WHEREAS, the Municipal Act, S.O. 2001, Section 11 (3) provides that a lower tier municipality may pass by-laws respecting animals; and

WHEREAS, the Municipality deems it desirable to enter into a contract for services for a two year period with Ontario Animal Control;

NOW THEREFORE WITNESSETH in consideration of the services rendered by the Contractor to the Municipality the parties agree as follows:

#### **1. TERMS OF THE CONTRACT AND RELATIONSHIP**

- 1.1 The Contractor is hereby engaged to perform various duties of a Canine Control Officer as required by the Municipality in the conduct of its business and on the terms and conditions as defined by the Municipality.
- 1.2 The engagement of the Contractor pursuant to this Agreement shall commence on the 1<sup>st</sup> day of May, 2016 at 12:01 a.m. and shall expire on the 30<sup>th</sup> day of April, 2018 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 Municipality. Further, the payment detailed in Section 3 below is the sole obligation of the Municipality to the Contractor and the Contractor is not entitled to receive any of the employment benefits received by the employees of the Municipality. The Contractor shall assume full responsibility and liability for payment of any monies received by the Municipality and shall indemnify and hold the Municipality 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 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 Municipality or the Contractor in one of the following ways:
- a) Upon either party giving the other sixty (60) days written notice of the intention to terminate the agreement.
  - b) In the event of acts of wilful negligence or disobedience by the Contractor resulting in injury or damages to the Municipality, this Agreement may be terminated at the option of the Municipality upon five (5) days written notice.

## **3. PAYMENT FOR SERVICES RENDERED**

- 3.1 The Contractor shall receive a monthly payment of \$475.00 inclusive for services rendered to the Municipality within thirty (30) days of the receipt for an invoice.

## **4. SERVICES**

- 4.1 The Contractor shall provide the services outlined below as a duly qualified Canine Control Officer. The Contractor shall provide said services in a professional and fully competent manner in accordance with the provisions of this Agreement.
- Contractor required to work Friday 4:30 p.m. to Monday 8:30 a.m.; all recognized statutory holidays as deemed by the Municipality; and occasional emergency call outs.
  - Provide all secretarial services including complete record keeping of occurrences and reports as specified herein.
  - Respond to general canine control 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 system.
  - Provide a sufficient number of properly equipped vehicles suitably maintained so as to professionally represent the Corporation to be used the provision of canine control services; vehicles must be clean, safe and licensed at all times.
  - Be available by phone and email to receive animal control calls in specified hours (must have voice message functionality and retrieve and respond within 30 minutes).
  - Must arrive on scene within one (1) hour from the time the call is received.

- Provide adequate staffing including proper equipment to impound any dogs at large or being held by persons assisting with at-large dogs.
- Respond to public safety issues and complaints as they relate to canines and take appropriate action.
- Comply with all humane animal handling legislations including the Animals for Research Act, Reg. RRO 1990/125 (Transportation).
- Manage and maintain a good working relationship with the Alliston Humane Society or other pound provider as determined by the Municipality.
- The Contractor will provide services for the pickup and impoundment of stray dogs to Animal Shelters (pound facility designated by the Municipality) or dog owners.
- The Contractor will not provide services for the pickup of stray cats or other animals or wildlife unless requested by the Corporation.
- Ensure adequate training in accordance with the Accessibilities for Ontarians with Disabilities Act.
- Must have access to internet and Microsoft Office software to search dog tag databases.

#### 4.2 Other Services

- In the case of a dog which has been licensed and to the collar of which is attached a licensed tag, the Contractor shall make every reasonable effort to contact the owner of such dog to advise such owner that such dog has been impounded.

### **5. CONFIDENTIALITY OF INFORMATION**

- 5.1 The Contractor shall not disclose to anyone outside the employ of the Municipality, without prior written permission of the Municipality, any aspect of the Municipality's business, except as required in the course of exercising its duties and responsibilities with the Municipality.
- 5.2 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.
- 5.3 After termination of this Agreement, the Contractor shall promptly return, without request from the Municipality, to the Municipality any of the Municipality's information, materials and other property, which may subsequently be in the Contractor's possession.

## **6. INSURANCE**

6.1 The Contractor shall, at their expense, obtain and keep in force for the term of this Agreement, Comprehensive General Liability Insurance satisfactory to the municipality, including the following:

- i. Issued on an occurrence basis for an amount of not less than \$2,000,000 per occurrence / \$2,000,000 annual aggregate for any negligent acts or omissions by the vendor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal & advertising injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall not contain a failure to perform exclusion.
- ii. the municipality shall be named as an additional insured;
- iii. this insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the municipality.

### Automobile Liability Insurance

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000 inclusive for each and every loss.

### 6.2 Indemnity

The successful vendor agrees to fully indemnify and hold harmless the municipality from and against all suits, judgments, claims, demands, expenses including reasonable legal fees, actions, causes of action and losses of any kind and for any and all liability which the municipality may incur, sustain or suffer as a result of, arising out of or in any way related to the matters addressed in this Agreement occasioned wholly or in part by any negligent act or omission whether willful or otherwise by the vendor, their agents, officers, employees or other persons for whom the vendor is legally responsible, unless such losses are caused solely by the municipality's own negligence or misconduct.

The policies shown above shall not be cancelled unless the Insurer notifies the municipality in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the municipality.

6.3 The Contractor shall provide proof of insurance to the Municipality prior to commencing work; and thereafter on an annual basis.

## **7. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB) CLEARANCE**

The Contractor shall, when required by WSIB, keep a current clearance certificate dated within sixty (60) days of the date of the work when performed and the invoice when submitted, and a copy of the clearance certificate shall be submitted at the earliest possible date or alternatively, provide a Workplace Safety and Insurance Board Independent Operator number in addition to the liability insurance required above.

## **8. SUBCONTRACTING**

The Contractor shall:

- Not assign or subcontract without prior written consent of the Township.
- No permitted assignment or subcontract shall relieve the Contractor from its obligations arising from this agreement or impose any liability upon the Township or any assignee or subcontractor. The Contractor shall at all times be held fully responsible for the acts and omissions of the assignee's or subcontractor's directors, officers, employees, independent contractors, sub contractors, shareholders, agencies, partners or volunteers.

## **9. SEVERABILITY**

9.1 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.

## **10. GOVERNING LAW**

10.1 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.

**11. BINDING EFFECT**

11.1 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.

**12. AMENDMENTS**

12.1 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.

**13. ACKNOWLEDGEMENT**

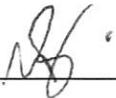
13.1 The Contractor hereby acknowledges having read and understood the terms and conditions of this Agreement.

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

Signed this 25<sup>th</sup> day of April, 2016.

**ONTARIO ANIMAL CONTROL**

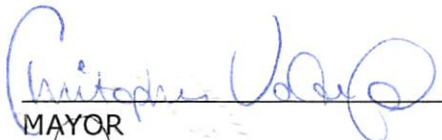
With binding authority

  
\_\_\_\_\_

Mark Beauchamp

**THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW**

With binding authority

  
\_\_\_\_\_

MAYOR

  
\_\_\_\_\_

DIRECTOR OF LEGISLATIVE SERVICES/CLERK

PROPERTY OF THE COMPANY

THIS DOCUMENT IS THE PROPERTY OF THE COMPANY AND IS LOANED TO YOU FOR YOUR INFORMATION ONLY. IT IS NOT TO BE REPRODUCED OR DISTRIBUTED TO OTHERS WITHOUT THE WRITTEN PERMISSION OF THE COMPANY.

CONFIDENTIAL

THIS DOCUMENT CONTAINS CONFIDENTIAL INFORMATION OF THE COMPANY. IT IS TO BE KEPT SECRET AND NOT TO BE DISCLOSED TO ANY OTHER PERSON OR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF THE COMPANY.

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