

THIS AGREEMENT made as of the 28th day of July, 2020.

B E T W E E N:

THE CORPORATION OF THE TOWN OF TECUMSEH
(hereinafter called the "Town")

OF THE FIRST PART

- and -

PHILIP A. BYRNE
(hereinafter called the "Dog Controller")

OF THE SECOND PART

WHEREAS the Town is desirous of entering into an Agreement for the provision of dog control services;

AND WHEREAS the Dog Controller has agreed to provide dog control services to the Town on the terms and conditions hereinafter set forth;

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and covenants hereinafter contained, the Parties hereto hereby undertake and agree as follows:

TERM

1. This Agreement shall be in effect for a period of two (2) years, commencing on the 1st day of January 2021, through to and including the 31st day of December, 2022.
2. Notwithstanding paragraph 1, the Town may terminate this Agreement at any time upon providing sixty (60) days written notice to the Dog Controller.

DOG CONTROLLER SERVICES

3. The Dog Controller undertakes and agrees to:
 - a) Accept responsibility for, and to perform such duties and exercise such powers under certain provisions of By-law No. 2003-91, as may be amended or replaced, respecting the regulation of dogs within the geographic municipal limits of the Town, and to perform such other duties as may be from time to time be assigned or vested in the Dog Controller by the Town respecting dog control;
 - b) Provide suitable and safe truck and/or van vehicles, which have been safety checked, in good condition and repair, clearly identified as a vehicle of the "Dog Control Officer" for the provision of dog control services for the Town and to provide proper and humane equipment and tools for the capturing and holding of captured dogs, pending their delivery to the Lakeshore Dog Pound Facility;
 - c) Be responsible for providing all gasoline, oil, repair and maintenance required for the vehicle(s) referred to in paragraph b);
 - d) Provide copies of the vehicle registration and insurance coverage to the Town for the vehicles referred to in paragraph b);
 - e) To provide direct telephone, pager and answering services by which the Dog Controller can be accessed 24 hours daily, seven (7) days a week;
 - f) Employ a high standard of public relations and communication;
 - g) Respond directly and provide service to the Town on an on-call basis throughout the term of the Agreement. Incoming calls shall be responded to within a 30-minute period;
 - h) Respond to Emergency Calls on a 24-hour basis. An "Emergency Call" shall be defined as follows:
 - i) Calls relating to any sick or injured stray dog; or
 - ii) Calls relating to all stray dogs that have been contained by a citizen or citizens as a result of the said dog or dogs being found running at large, or
 - iii) Calls relating to any dog running at large showing danger to the public;

- i) Be responsible for impounding stray dogs at the Lakeshore Dog Pound Facility when they are reported at large throughout the said Town;
- j) Deliver all injured sick dogs to a local veterinary clinic approved by the Town for care and when the animal is released from care it shall be delivered to the Lakeshore Dog Pound Facility by the Dog Controller;
- k) Deliver all dogs found at large and not deemed sick or injured directly to the Lakeshore Dog Pound Facility;
- l) Prepare and furnish statistical and monthly reports respecting occurrences and other information as may be required by the Town;
- m) Issue warnings and tickets to persons contravening the provisions of the Town's Dog By-laws;
- n) Inspect properties for the issuance of Kennel Licenses;
- o) Monitor and patrol Town Parks maintaining the provisions of the Town's By-laws which regulate dogs;
- p) Provide a current and accurate list of all staff employed by the Dog Controller for relief purposes during vacation time, holidays and weekends;
- q) Provide appropriately labeled clothing and shall at all times wear said clothing identifying him/her as a "Dog Control Officer". Said clothing shall be clean and presentable;

DOG CONTROLLER INSURANCE

4. The Dog Controller shall provide to the Town evidence of:
 - a) Commercial General Liability insurance including the Town as an Additional Insured, with limits of not less than Two Million (\$2,000,000) Dollars, inclusive per occurrence for bodily and personal injury, death and damage to property, including loss of use hereof. The form of this insurance shall in all respects be satisfactory to the Town and shall be maintained continuously from the commencement of this Agreement.
 - b) Automobile Liability Insurance in respect of licensed vehicles shall have limits of not less than Two Million (\$2,000,000) Dollars, inclusive per occurrence for bodily injury, death and damage to property and Standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by on behalf of the Dog Controller.
 - c) The above policies shall be endorsed to provide the Town with not less than 30-days written notice in advance of any cancellation, change or amendment restricting coverage.

INDEMNIFICATION OF TOWN

5. The Dog Controller shall provide evidence of compliance with all requirements of the *Workplace Safety and Insurance Act* and the Workplace Safety and Insurance Board. Such evidence to include a certificate of good standing issued prior to the execution of this Agreement and a further certificate issued prior to the payment of the final balance due to the Dog Controller.
6. The Dog Controller shall indemnify and hold harmless the Town, its officers, council members, partners, agents and employees from and against all action, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Town and against all loss, liability judgments, claims, suits, demands of expenses which the Town may sustain, suffer or be put to resulting from of arising out of the Dog Controller's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service, required hereunder to be performed or rendered by the Dog Controller, its agents, officials and employees.

7. The Dog Controller shall be, or shall become, familiar with all such laws, regulations and policies which in any manner affect the performance of the Contract, those engaged or employed in the work, or affect facilities or equipment used in the work, or which in any way may affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof. Without limiting the generality of the aforesaid, it shall be the Dog Controller's responsibility to comply with:
 - a) *Environmental Protection Act* and Regulations;
 - b) *Workplace Safety and Insurance Act*;
 - c) *Occupational Health and Safety Act*;
 - d) *Ontario Human Rights Act*'
 - e) Safety or other Policies established by the Town;
 - f) *Construction Lien Act* and regulations; and
 - g) Ministry of Transportation Regulations including the Commercial Vehicle Operating Regulations.
8. The Dog Controller shall indemnify and hold harmless the Town and its employees against and from all suits or actions arising from any Health and Safety violations as well as the cost to defend such charges as a result of any violation.
9. The Dog Controller shall comply with all applicable municipal, provincial and federal laws pertaining to the Dog Controller's services provided herein to the Town including, without limiting generally, all labour, police, health, environmental, public health and sanitation laws and regulations imposed by public bodies having jurisdiction over such matters.
10. Safety and First Aid: The Dog Controller shall provide and maintain the necessary items and equipment as called for under the First Aid Regulations of the *Workplace Safety and Insurance Act* and the *Occupational Health and Safety Act*.
11. In the event of a site visit from the Ministry of Labour and in the event this Ministry of Labour person gives written warning to any contravention to the *Health and Safety Act*, the Dog Controller shall provide a written copy to the Town.
12. The Dog Controller shall ensure that all its employees, agents, volunteers, or others for whom the Dog Controller is legally responsible receive training regarding the provisions of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act, 2005* as amended (the "Act"). The Dog Controller shall ensure that such training includes, without limitation, a review of the purpose of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Dog Controller shall submit to the Town, as required from time to time, documentation describing its customer service training policies, practices and procedures and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents, volunteers or others who received such training. The Town reserves the right to require the Dog Controller to amend its training policies to meet the requirements of the Act and the Regulation.

FEES

13. The Town hereby undertakes and agrees, in return for the satisfactory performance of the matters referred to above, to compensate the Dog Controller at the monthly rate of \$991.67, plus HST, payable at the end of the duties for the then current month.

ASSIGNMENT

14. The Dog Controller shall not assign or transfer this Agreement in any warrant without the written consent of the Town.

NOTICE PROVISIONS

15. Any notice, request or demand given under this Agreement shall be sufficiently given if delivered personally or mailed by prepaid registered mail to the Parties at their designated addresses hereinafter set out or to such other respective addresses designated by notice given hereunder:

Town: Director Corporate Services & Clerk
The Corporation of the Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Dog Controller: Philip Byrne
222 Pierre Avenue
P.O. Box 186
Emeryville, Ontario N0R 1C0

TIME OF THE ESSENCE

16. Time is of the essence in this agreement.

APPLICABLE LAW

17. The laws of the Province of Ontario shall apply and bind the parties in any and all questions pertaining to this agreement.

ENUREMENT

18. This agreement and everything herein contained shall endure to the benefit of and be binding upon the parties and their administrators and their organizational successors.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals under the hands of their proper Officers duly appointed in that behalf.

SIGNED, SEALED & DELIVERED)
In the presence of)
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"Seal")
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Witness:)
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THE CORPORATION OF THE TOWN OF TECUMSEH
By: _____
Name: Gary McNamara
Title: Mayor

Name: Laura Moy
Title: Director Corporate Services & Clerk

DOG CONTROLLER
By: _____
Name: Philip Byrne