

**THIS AGREEMENT** made this 11<sup>th</sup> day of August, 2025,

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF SAUGEEN SHORES**

(Hereinafter referred to as the “Town”)

**OF THE FIRST PART**

**AND**

**OWEN SOUND ANIMAL SHELTER**

(Hereinafter referred to as the “Contractor”)

**OF THE SECOND PART**

**Whereas** the Town is a municipal corporation pursuant to the *Municipal Act*, S.O. 2001, c.25 and pursuant to Section 11 (3) is authorized to pass by-laws respecting animals, which is within its sphere of jurisdiction;

**And Whereas** the Contractor is a corporation incorporated pursuant to the laws of the Province of Ontario with an office in Owen Sound, Ontario, and provides animal control and animal shelter services within Grey and Bruce Counties; and

**Whereas** the Town wishes to contract with the Contractor for a five-year term to provide animal control services on its behalf; and

**Whereas** the Town and the Contractor (hereinafter collectively referred to as “Parties”, or individually, as “Party”) deem it desirable to put the terms of this contract for services in writing;

**Now Therefore** in consideration of the mutual covenants contained in this Agreement, and the services rendered by the Contractor to the Town, and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged, the Parties agree as follows:

**1 TERM**

1.1 Subject to earlier termination under Section 3 below, this Agreement shall be for a five (5) year term, commencing on August 11, 2025, and expiring on August 11, 2030 (the “Term”).

**2 RELATIONSHIP**

2.1 The Town hereby contracts with the Contractor to perform various duties of an Animal Control Officer and ancillary duties associated thereto, as further outlined in Section 4 herein, as required by the Town in the conduct of its business and on the terms and conditions outlined in this Agreement.

2.2 The Contractor represents, warrants and covenants that:

- (a) It is and will continue for the term of this Agreement to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement.
- (b) It has the experience and expertise necessary to perform the Services.
- (c) It holds all permits, licenses, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement.
- (d) All information and documentation provided to the Town in support of this Agreement is true and will continue to be true and complete for the Term of this Agreement.
- (e) It does and will continue for the Term of this Agreement to operate in compliance with all Applicable Law.

- 2.3 It is acknowledged and agreed that the Parties are, and will at all times, remain independent of each other. Nothing in this Agreement shall be deemed to create a partnership, joint venture, agency, or employee-employer relationship. Neither Party may act on behalf of or bind the other in any way.

Further, the payment detailed in Section 4 below is the sole obligation of the Town to the Contractor and the Contractor is not entitled to receive any of the employment benefits received by the employees of the Town. The Contractor shall assume full responsibility and liability for payment of any monies received from the Town and shall indemnify and hold the Town 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*, *Workplace Safety and Insurance Act*, *Unemployment Insurance Act* or the *Canada Pension Plan Act* and any cost or expenses incurred in defending such claims or demands.

### **3 TERMINATION OF AGREEMENT**

- 3.1 This Agreement may be terminated on the occurrence of any of the following:

- (a) Upon either Party giving the other Party ninety (90) days' written notice of its intention to terminate this Agreement; or
- (b) A date mutually agreed upon by the Town and the Contractor in writing; or
- (c) In the event of an act of willful or negligent misconduct by the Contractor in the performance of the Services under this Agreement, which does or may result in injury or damages, this Agreement may be terminated effective immediately by the Town at its sole discretion; or
- (d) A Party ceases to function as a legal entity, a receiver is appointed for its assets, or any proceedings under any bankruptcy or insolvency law are brought by or against a Party; or
- (e) Any execution or other enforcement process becomes enforceable against any material property of either Party; or
- (f) Should either Party be in breach of its covenants or obligations under this Agreement, other than in the case of a dispute where a Notice of Objection has been served or a failure by the Town to pay an invoice (unless it remains unpaid for a period of two (2) months from its due date), and following written notification of such breach and it remains unremedied for ten (10) business days, the Party not in breach may, at its option and without prejudice to any other rights or remedies it might have, immediately terminate this Agreement.

### **4 PAYMENT FOR SERVICES**

- 4.1 The Contractor shall issue one invoice monthly to the Town for Services rendered in the preceding month in accordance with the agreed upon Fees outlined in Schedule "A" attached hereto and forming a part of this Agreement.
- 4.2 Within thirty (30) days of receipt of an invoice from the Contractor, the Town will provide payment.
- 4.3 Prior to any invoices being paid, the Contractor shall complete any documentation requested by the Town in order to facilitate any fund transfers and shall produce valid legal documentation confirming the identity and authority of the person receiving any funds. The Contractor acknowledges that any payment of invoices may be delayed if

the requisite forms are not completed by the Contractor within the time requested.

- 4.4 Any payments required pursuant to this Agreement from the Town to the Contractor will be made payable to the Owen Sound Animal Shelter.
- 4.5 If either Party disputes the amount of an invoice or the amount of a payment, it shall provide a notice of objection to the other Party ("**Notice of Objection**"), along with sufficient details for the basis of its objection along with any supporting documentation, within ten (10) days of receipt of the said invoice or payment. If the Parties are unable to resolve the dispute within twenty (20) days from receipt of the Notice of Objection, the Parties shall utilize the Dispute Resolution Process outlined in Section 9. A dispute related to the amount of an invoice or payment does not negate the Contractor's obligation to perform the Services referred to herein or the Town's obligation to pay any other invoices issued by the Contractor in accordance with this Agreement.

## **5 SERVICES**

- 5.1 During the Term of this Agreement, the Contractor shall provide the following services (collectively referred to as "**Services**"):

### **1. Animal Control Officer Services**

- (a) Provide all secretarial services including complete record keeping of occurrences and patrols and reports as specified herein
- (b) Respond to general enquiries from residents of the Town of Saugeen Shores in a timely and professional manner.
- (c) Provide at its own expense, a cell phone number where someone can be reached at all times as well as a telephone answering service twenty-four (24) hours a day, seven (7) days a week.
- (d) Provide a sufficient number of properly equipped vehicles suitably maintained so as to professionally represent the Town to be used in the provision of animal control services, such vehicles to be clean, safe and licensed at all times.
- (e) Provide 4.5 hours of patrol per week within the Town of Saugeen Shores.
- (f) Provide personnel to perform the duty of Animal Control Officers on behalf of the Town.
- (g) Provide personally as necessary to perform the Services agreed to herein and ensure that the personnel have proper identification while on duty, are qualified and trained, and supply all necessary uniforms and other equipment needed to perform their duties. Animal Control personnel should be bondable; always act professional; and be qualified.
- (h) Assist the Saugeen Shores Police Services, the Saugeen Shores Fire Department and other agencies with animal control, as may be requested.
- (i) Provide the enforcement of all Town of Saugeen Shores' animal control by-laws twenty-four (24) hours a day, seven (7) days a week as required including appearances in Court as may be required and following up with Court proceedings.
- (j) Issue warnings and lay charges under the Provincial Offences Act related to animal control as required, including appearances in Court as may be required and following up with Court proceedings.
- (k) Issue Orders to Restrain (Muzzle Order) as required.
- (l) Seize and transport animals found running at large or otherwise in non-conformity to any Town by-law, twenty-four (24) hours a day, seven (7) days a week as required, and notify the Town of all impounded animals.
- (m) Hold and care for animals during the reclaim period.
- (n) Arrange for the adoption or selling of animals not reclaimed by the owner.

- (o) Collect payments for animals reclaimed on behalf of the Town and remit the payment to the Town.

## **2. Animal Shelter Services**

- (a) The Contractor shall provide a facility for the purpose of sheltering animals that is constructed, maintained and operated in accordance with the *Provincial Animal Welfare Services Act, 2011*, S.O. 2019, c.13., O.Reg. 444/19 - *Standards of Care and Administrative Requirements*, and *Animals for Research Act, R.S.O. 1990, c. A.22* and all other applicable law and municipal by-laws (“**Animal Shelter**”).
- (b) The Animal Shelter shall be open to the public for a minimum of 30 hours per week, Monday to Friday, and a minimum of 5 hours on Saturdays.
- (c) The Animal Shelter shall be in compliance with the applicable municipality’s Zoning By-law, as amended from time to time, where it is located and any applicable Provincial Legislation.

## **3. Other Services**

- (a) A dog placed with the Contractor by the Medical Officer of Health for observation shall be kept by the Contractor for the time required for such observation at the expense of the Corporation and then destroyed or returned to the owner thereof as the condition of the dog requires. The owner to pay the fees of boarding plus any additional fees directly to the Contractor prior to release of the animal.
- (b) A dog impounded at the animal shelter shall be held by the Contractor for three (3) days excluding the day on which the dog was impounded, Saturdays, Sundays and Public Holidays, and if not claimed by the owner thereof within such time, may then be given out for adoption or sold by the Contractor. The selling price of any dog sold to be placed toward the care and maintenance of that animal.
- (c) Any owner of a dog seized or impounded shall pay to the Contractor all reasonable fees incurred such as pound fees, boarding fees, mileage and all other applicable expenses incurred in seizing or impounding the animal.
- (d) In the case of a dog which has been licensed and to the collar of which is attached a licensed tag being impounded the Contractor during normal business hours shall make every reasonable effort to contact the owner of such dog to advise such owner that such dog has been impounded.
- (e) In the case of a dog which has not been licensed being claimed by the owner thereof, such dog shall not be released to such owner until she or he has procured such dog to be licensed and registered by the Town. If the reclaim occurs outside of business hours, the Contractor can witness the owner purchasing the license, including payment, online on the Towns website.
- (f) In the case of a dog which is disabled or injured being impounded, the above provisions, as to such dog being held by the Contractor for three days, shall not apply and the Contractor shall be at liberty to destroy, without charge, such dog forthwith if the condition of the dog, in the opinion of a veterinarian, warrants such action.
- (g) In the case of a dog which has been reclaimed by the owner from the shelter and the owner has paid the Contractor for all expenses incurred in seizing or impounding the animal, a reclaim fee shall be reimbursed to the Town by the Contractor.
- (h) Revenue from set fine charges laid by Contractor in accordance with the Town’s Animal Control By-laws shall be remitted to the Town.

5.2 The Contractor, while working on behalf of the Town, shall abide by the Town’s written policies and procedures for:

- (a) Accessibility Standards for Customer Service Policy;
- (b) Code of Conduct; and

- (c) Any other policy or procedure that may be applicable from time to time.

## **6 CONFIDENTIALITY**

- 6.1 The Contractor shall not disclose to anyone outside the employ of the Town, without prior written permission of the Town, any aspect of the Town's business, except as required in the course of exercising its duties and responsibilities pursuant to this Agreement.

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.

- 6.2 After termination of this Agreement, the Contractor shall promptly return, without request from the Town, any of the Town's information, materials and other property, which may subsequently be in the Contractor's possession.
- 6.3 The Contractor acknowledges that the Town is a municipal corporation governed by the laws of the Province of Ontario and is subject to the Municipal Freedom of Information and Privacy Act (MIFPPA). Accordingly, the Town may be required to disclose information provided by the Contractor under this Agreement in response to a request for access under MFIPPA, unless the information qualifies for an exemption under MIFPPA. The Contractor agrees to clearly identify any information it considers to be confidential or proprietary at the time it is provided to the Town.

## **7 INSURANCE**

- 7.1 During the Term of this Agreement the Contractor shall maintain sufficient Public Liability Insurance and the Contractor shall relieve the Corporation from all claims for damages as may be caused by the Contractor or its employees, or from any of its subcontractors, to any property or to any person. The Contractor shall provide to the Corporation proof of such insurance in the form of a Certificate of Liability issued by an insurance company licensed to write property casualty insurance in the Province of Ontario and providing as a minimum requirement the following:

### Liability Insurance

- (a) \$2,000,000 primary limits (or primary plus excess liability coverage equaling \$5,000,000 or greater) for both General Liability and Non- Owned Automobile Liability, coverage to include Bodily Injury, Property Damage and Products/Completed Operations; Policies to be written on an occurrence basis.
- (b) Certificates must provide thirty (30) days' notice to the Corporation in the event of cancellation or in the event of non-renewal of an Insurance Policy or pertinent coverage.
- (c) Certificates to name the Corporation of the Town of Saugeen Shores as an additional insured with respect to work performed.
- (d) Such coverage must be maintained and in effect continuously while the work is in progress, and renewal certificates must be provided prior to the policy expiry.

### Owned Automobile Liability

- (a) \$2,000,000 Liability Insurance on all owned automobiles
- (b) Accident benefits per statutory requirements
- (c) Such coverage must be maintained in effect continuously through the term of the contract and renewal certificates must be provided prior to policy expiry; the Corporation to be given (15) days' notice in the event or cancellation or non-renewal of the policy or pertinent coverage.

## Interruption Insurance

- (a) The Contractor shall maintain appropriate business interruption insurance so that the contractor can continue operations on an uninterrupted basis should they have a property loss.

## **8 INDEMNIFICATION**

- 8.1 The Contractor hereby agrees to indemnify, defend, and hold harmless the Town for any losses, costs, expenses, damages, suits, claims, action or cause of action, whatsoever of any nature and kind, incurred by or which may be incurred by the town as a result of or in relation to a breach by the Contractor of any terms of this Agreement or the negligence of the Contractor in performing its obligations under this Agreement or the Services on behalf of the Town, his, his agents or his employee's services.

## **9 DISPUTE RESOLUTION**

- 9.1 The Parties shall utilize all reasonable efforts to resolve any dispute in regard to the rights and duties of the Parties, or any other matter arising out of or connected with this Agreement (hereinafter "Dispute"), promptly and in a good faith manner by negotiation. Upon notice of Dispute, the Parties agree to meet within five (5) Business Days either in person or virtually to discuss the Dispute and attempt to negotiate a resolution. The Parties agree that this section 9.1 shall not be binding if public or animal health or safety are involved.

## **10 INTERPRETATION**

- 10.1 The Recitals contained in this Agreement are true and correct and are legally binding and form part of this Agreement.
- 10.2 The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and not to any particular section, subsection or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to "Sections" are to sections, subsections and further subdivisions of sections of this Agreement.
- 10.3 Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation".
- 10.4 All references to currency or dollar amount in this Agreement are to lawful currency of Canada.
- 10.5 All obligations herein contained, although not expressed to be covenants, will be deemed to be covenants.

## **11 SEVERABILITY**

- 11.1 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 of this Agreement shall remain valid and in binding.

## **12 GOVERNING LAW**

- 12.1 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. Any legal proceeds related to this Agreement must take place in Ontario.

### **13 BINDING EFFECT**

13.1 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 it.

### **14 NOTICES**

All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another will be given in writing by personal delivery or electronic or email transmission, or by registered mail, postage prepaid, addressed to the other party or delivered to the other party as follows:

To the Town:

The Corporation of the Town of Saugeen Shores  
600 Thomlinson Drive  
Port Elgin, Ontario. N0H 2C3  
Attention: Clerk  
Email: clerk@saugeenshores.ca  
Tel: 519-832-2008  
Fax:

To the Contractor at:

Owen Sound Animal Shelter  
2125 18th Avenue East  
Owen Sound, Ontario. N4K 1W8  
Attention: Todd Robins or Renee Robins  
Email:  
Tel:  
Fax:

or at such other address as may be given by any/either of them to the other in writing from time to time, and such notices, requests, demands, acceptances and other communications will be deemed to have been received when delivered, or sent by electronic transmission, when received with confirmation, or if mailed, on the fifth (5<sup>th</sup>) business day after the mailing thereof.

### **15 REPRESENTATIONS**

15.1 Any representations, warranties, covenants, responsibilities, or obligations contained in this Agreement or in any related documents delivered hereunder shall survive an expiration or termination of this Agreement.

### **16 TIME OF THE ESSENCE**

16.1 Time shall be of the essence in the performance of obligations pursuant to this Agreement.

### **17 AMENDMENTS**

17.1 No provision of this Agreement shall be amended, altered or restated except in writing and signed by each Party.

### **18 ACKNOWLEDGMENTS**

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

## **19. WAIVER**

19.1 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.

## **20. COUNTERPARTS/ELECTRONIC SIGNING**

20.1 This Agreement may be executed and delivered in any number of counterparts and by electronic means. All signed copies together will be considered one original, legally binding document.

*The remainder of this page is intentionally left blank.*

The Parties have executed this Agreement on the dates set out below.

**SIGNED, SEALED AND DELIVERED**

**OWEN SOUND ANIMAL SHELTER**

Date: \_\_\_\_\_

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

I/WE have authority to bind the corporation.

**THE CORPORATION OF THE TOWN OF SAUGEEN SHORES**

Date: August 11, 2025

Per: \_\_\_\_\_

Name: Luke Charbonneau

Title: Mayor

Per: \_\_\_\_\_

Name: Dawn Mittelholtz

Title: Clerk

We have authority to bind the corporation.

**SCHEDULE "A"**

**SCHEDULE OF CONTRACT FEES**

**The following fees shall be paid to the Contractor by an Owner who reclaims their impounded dog.**

Reclaim Fee	\$100
Board per day	\$ 10.00
Call out during normal hours	\$65.00
Emergency Call outs (after 10 p.m. and before 8:00 a.m.)	\$95.00

**The following fees shall be paid by the Corporation to the Contractor if a dog which has been impounded is not reclaimed. These fees are over and above the monthly contract amount.**

Call out during normal hours	\$65.00
Emergency call outs (after 10 p.m and before 8:00 am)	\$95.00
Board per day	\$10.00 (for reclaim period only)
Confinement orders as a result of a dog bite incident to be paid by the Corporation at the Corporation's request for such	\$100.00

All fees are plus HST.

**Monthly Contract Fees**

The following are the monthly contract fees payable by the Corporation to the Contractor for Animal Control services performed under this agreement.

For the year 2025- \$1758.53 per month with a 2 percent increase per year.

**Cost Sharing**

The cost sharing amount is to paid to the City of Owen Sound for use of their facility.

\$0.60 per resident per year, paid month