

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2009- 12

Being a By-law Authorizing the execution of a Contract Agreement between the Corporation of the Town of Amherstburg and Michael Beckett operating as 21st Century Canine

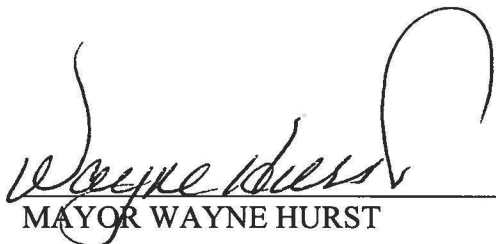
WHEREAS The Town of Amherstburg considers it desirable to enter into a contract with Michael Beckett operating as 21st Century Canine to perform services for the Town as the Animal Control Officer by retrieving dogs at large or trespassing and disposing of them in accordance with the agreement in accordance with the Municipal Act to regulate, prohibit, impound and dispose of dogs which are found trespassing, running at large or abandoned;

AND WHEREAS the Town and Michael Beckett operating as 21st Century Canine wish to enter into an Agreement for a period of one (1) Year to set out the terms and conditions upon which the premises may be rented;

AND WHEREAS the specifics of such Contract Agreement have been negotiated and are set out in the Contract Agreement attached to and forming part of this bylaw;

**NOW THEREFORE THE CORPORATION OF THE TOWN
OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

- 1) An Agreement between the Municipality and Michael Beckett operating as 21st Century Canine is attached hereto and is hereby approved and the Mayor and Clerk are hereby authorized to execute the Agreement on behalf of the municipality.
- 2) This By-law shall come into force and take effect immediately upon the final passing thereof.


MAYOR WAYNE HURST


CAO/CLERK PAMELA MALOTT

1st Reading – February 9th, 2009

2nd Reading – February 9th, 2009

3rd Reading – February 9th, 2009

THE CORPORATION OF THE TOWN OF AMHERSTBURG

CONTRACT AGREEMENT

THIS AGREEMENT made in duplicate this 1st day of February 2009

BETWEEN:

THE CORPORATION OF THE TOWN OF AMHERSTBUG

(hereinafter called "the TOWN")

of the FIRST PART

-and-

MICHAEL BECKETT Operating as 21st Century Canine
of the Town of Amherstburg, in the County of Essex

(hereinafter called "BECKETT")

of the SECOND PART

WHEREAS the Town has enacted by-laws under the Municipal Act to regulate, prohibit, impound and dispose of dogs which are found trespassing, running at large, or abandoned;

AND WHEREAS Beckett has expressed an interest in performing services for the Town as the Animal Control Officer by retrieving dogs at large or trespassing and disposing of them in accordance with this agreement.

AND WHEREAS the Town agreed to retain Beckett to provide dog retrieval services as an Animal Control Officer for the Town;

NOW THIS INDENTURE WITNESSETH that in consideration of the mutual covenants contained herein, the parties hereto covenant and agree as follows:

APPOINTMENT

1. The Town hereby agrees to retain the services of Beckett as the Animal Control Officer of the Town of Amherstburg on the terms and conditions as set out herein, all of which is hereby accepted by Beckett. Both the Town and Beckett acknowledge and agree that under no circumstances is Beckett to be considered, now or in the future, to be an employee of the Town.

TERM OF CONTRACT

- 2.1 The contract shall be for a one year period (12-months) beginning February 1, 2009 ending January 31, 2010 with an option of renewing an additional one year term pending a separate established agreement with the Town.
- 2.2 This agreement may be altered or amended by an addendum in writing, signed by all parties hereto and attached to this Agreement and all such alterations and amendments shall be adhered to and have the same effect as if they had been originally embodied in and formed part of this agreement.

TERMINATION OF CONTRACT

- 3.1 Either party can terminate this agreement by notifying the other party in writing granting a minimum of 10-days notice. The Town reserves the right to dissolve this contract/agreement for any issues of breach of contract which may include non-performance or unlawful behaviour.
- 3.2 The Town may terminate this contract without notice in the following events:
 - a) if Beckett is in breach or default of any material provision of this Contract, and the breach or default has not been cured within a reasonable time of written notice of such breach or default being give by the Town to Beckett;
 - b) if there is repeated and demonstrated failure on Beckett's part to perform the duties of the Animal Control Officer in a competent manner;
 - c) if Beckett is prevented by any reason of illness, incapacity or otherwise from performing his duties as outlined herein for a period of three (3) consecutive months;
 - d) if Beckett dies;
 - e) if Beckett is convicted of a criminal offence;
 - f) if Beckett no longer has a valid Ontario Driver's License; or
 - g) if Beckett takes any action or omits to take any actions which constitute gross misconduct which will likely take the reputation of the Town into question.
- 3.3 Upon termination of this Contract, Beckett will deliver to the Clerk of the Town all records or documents of any type relating to the Town that are in the custody, possession or control of Beckett.
- 3.4 Upon termination of this Contract, Beckett will deliver all equipment provided to him by the Town such as but not limited to safety vest(s), photo identification, magnetic vehicle placards(s) and any other thing has of record of issuing Beckett for the purposes of performing Animal Control Officer services.

JOB DUTIES

- 4.1 To provide the Town with Animal Control Officer and dog retrieval services in accordance with Amherstburg By-law No. 1998-57 as amended from time to time. To

provide this service in a manner where calls are responded to and addressed in a timely manner.

- 4.2 “Timely manner” is defined as no more than 60-minutes have transpired since the services of Beckett are requested to the time Beckett arrives at the location where the service is required during the hours of 8:30 am to 11pm seven days a week.

HOURS OF WORK

- 5.1 Beckett shall provide services to the Town as the Animal Control Officer everyday on a 24-hour basis during the contract term in accordance with the provisions of paragraph 5.1 herein.
- 5.2 Calls that are not of an emergency nature or, incidents where there is no immediate threat to the public or there is no reason to believe the health of any dog is in jeopardy can be attended to at a time deemed convenient to Beckett so long as the services were requested any day between the hours of 11:01pm and 8:29am.
- 5.3 “Emergency nature” is defined as situations where public safety is in jeopardy, the health of any dog is in jeopardy or information from Amherstburg Police or other Town employee deems the incident an emergency.

SPECIFIC RESPONSIBILITIES

- 6.1 Beckett shall respond to requests to retrieve dogs “at large” within the Town and/or dogs trespassing on private property.
- 6.2 Beckett hereby acknowledges and agrees that it may be necessary to enter onto private property to capture a dog found trespassing or running at large, which authority to do so is contained in the *Municipal Act, 2001* and in By-law 1998-57 passed by the Town on August 10, 1998.
- 6.3 Beckett will respond to service requests made by Town Residents, Business Owners, Municipal Employees, Council Members and Police of the Town.
- 6.4 Beckett will receive requests for services by phone and that a phone number to contact him will be available information on the Town web-site, Town Communication Ads or from Town staff.
- 6.4 Beckett will respond to emergency calls on a twenty-four hour per day basis. The Animal Control Officer shall carry out the responsibilities in a timely manner when not deemed of an emergency nature.
- 6.5 Beckett shall retrieve sick and/or injured dogs within the Town. Injured and sick dogs will be transported to one of two approved Veterinary Clinics for appropriate treatment.
- 6.6 All costs associated with veterinarian treatment for dogs will be the responsibility of the Town.

- 6.7** Beckett will pick up dead dogs within the Town and dispose of them in manner approved of by the Town.
- 6.8** Beckett will be responsible for the humane treatment of all dogs retrieved including providing food, water and adequate shelter accommodations the entire time under his care.
- 6.9** Beckett will temporarily provide accommodations so that an effort to reunite a dog with its rightful owner can be exercised.
- 6.10** Beckett will assist in making arrangements with any rightful dog owner so that they can pick up a dog housed temporarily at his location of residence.
- 6.11** In the event the rightful owner cannot be determined 48-hours from the time the dog was retrieved, Beckett shall transport the dog the Lakeshore Pound. An additional 24-hours may be added to this Pound delivery timeline at the discretion of Beckett during incidents occurring on a weekend and/or holiday.
- 6.12** Beckett will maintain records of all dog retrieval incidents and details regarding temporary shelter accommodations, Pound delivery and incidents where a dog was reunited with the rightful owner.
- 6.13** Beckett will record the name and address of rightful dog owners who have been reunited with their dog(s).
- 6.14** Beckett will advise (when applicable) to the rightful owner that all dogs within the Town must be licensed on an annual basis.
- 6.15** It will be the responsibility of the Town By-law Enforcement Officer and not Beckett to ensure licensing compliance is adhered to.
- 6.16** Beckett shall not be responsible for cats or nuisance animals such as but not limited to skunks, racoons, rabbits, etc.
- 6.17** Beckett reserves the right to agree to cat retrieval on a case by case basis and under separate terms agreed upon by the Town. Any incident involving a sick or injured cat is not a requirement under this agreement but can be considered by Beckett and the Town under special circumstances.
- 6.18** Beckett will submit completed incident reports for each call to the Town By-law Enforcement Officer at the end of each month or as requested.
- 6.19** The Town shall provide Beckett with incident report forms, photo identification, safety vest(s), magnetic vehicle identification placard(s) and updated listings of dogs licensed within the Town.

- 6.20** Beckett shall acquire and maintain liability insurance in the amount of a minimum of \$2,000,000.00 during the life of the Agreement.
- 6.21** Beckett shall arrange for another person to replace him and assume said responsibilities during absences such as illness, vacation or other reasons.
- 6.22** Beckett will notify the Town in writing 24-hours in advance when a replacement will be utilized and whom the replacement is.
- 6.23** Any replacement for Beckett will have to carry a letter on their person issued by the Town indicating they are authorized to perform the Animal Control Officer duties in the absence of Beckett during a period of time indicated on said letter.
- 6.24** Beckett acknowledges and agrees that in the event his driver's license is suspended or revoked for any reason he shall notify the Town immediately of same. The Town shall have the option of terminating this contract in accordance with the provisions of paragraph 3 herein.

PAYMENT

- 7.1** Payment shall be made on a monthly basis in arrears. The gross amount to be paid is \$1,666.66 each month based on the accepted tender price of \$20,000.00 per year as agreed upon by Beckett.

VEHICLE & EQUIPMENT


- 8.1** Beckett shall provide an appropriate vehicle which must be:
- a) in good running condition and said vehicle must at all times be capable of passing mechanical fitness tests;
 - b) contain all fuel, oil and parts as required to keep the vehicle operational and mechanically reliable, and all associated costs be the responsibility of Beckett;
 - c) of sufficient size to carry all equipment necessary for effective dog control;
 - d) fully licensed and insured with respect to public liability and collision coverage for the type of service to be provided and Beckett agrees to provide proof of insurance to the Town prior to the execution of the above mentioned duties;
- 8.2** Beckett shall provide adequate and reliable communications such as a cell phone or pager device.
- 8.3** Beckett shall provide protective clothing and equipment required to capture dogs.

INDEPENDENT LEGAL ADVICE

9.1 Beckett acknowledges that he has read and understands the nature and effect of this Agreement and further acknowledges that he has been advised to obtain independent legal advice with respect to this Agreement, and he fully understands his rights and obligations under this Agreement.

IN WITNESS WHEREOF the parties have hereunto affixed their seals under the hands of their proper officials.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**



WITNESS



MICHAEL BECKETT
21st Century Canine

**THE CORPORATION OF
THE TOWN OF AMHERSTBURG**



MAYOR HURST



PAMELA MALOT, CAO