

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NUMBER 2019-108

Being a By-law to Appoint Dog Control Officer and Pound Facility

**WHEREAS** Section 11 of the Municipal Act, 2001, authorizes lower tier municipalities to pass by-laws with respect to animal control;

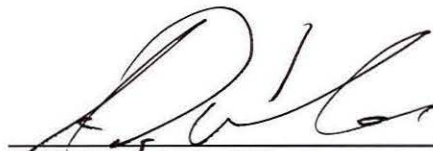
**AND WHEREAS** Section 103 of the Municipal Act, 2001, provides authority to seize and impound animals and for the establishment of procedures for payment of fines;

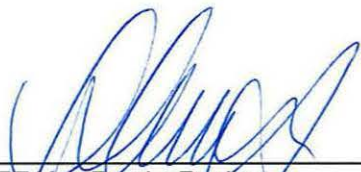
**AND WHEREAS** Council deems it necessary to enact a by-law to appoint a Dog Control Officer and Pound Facility for the municipality;

**NOW THEREFORE** the Council of the Corporation of the Town of Amherstburg hereby enacts as follows:

1. That the Windsor Essex County Humane Society provides the service of Dog Control Officer and Pound Facility commencing January 1<sup>st</sup>, 2020 – December 31<sup>st</sup>, 2021.

Read a first, second and third time and finally passed this 9<sup>th</sup> day of December, 2019.

  
\_\_\_\_\_  
MAYOR – Aldo DiCarlo

  
\_\_\_\_\_  
CLERK – Paula Parker

THIS AGREEMENT made in duplicate this 2<sup>th</sup> day of December, 2019

BETWEEN:

THE CORPORATION OF THE TOWN OF AMHERSTBUG

(hereinafter called "the TOWN")

of the FIRST PART

-and-

WINDSOR ESSEX COUNTY HUMANE SOCIETY

(hereinafter called "WECHS")

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 or running at large or abandoned;

**AND WHEREAS** WECHS 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 WECHS to provide dog retrieval services as a Dog Control Officer and provide a Pound Facility for the Town;

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

**1. APPOINTMENT**

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

**2. TERM OF CONTRACT**

**2.1** The contract shall be for the period beginning January 1<sup>st</sup>, 2020 and ending December 31, 2021.

**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.

**3. TERMINATION OF CONTRACT**

**3.1** Either party can terminate this agreement by notifying the other party in writing granting a minimum of sixty (60) 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 the WECHS 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 given by the Town to the WECHS;
- b) If there is repeated and demonstrated failure on the WECHS's part to perform the duties of the Dog Control Officer in a competent manner;
- c) If the WECHS is prevented by any reason of illness, incapacity or otherwise from performing their duties as outlined herein for a period of two (2) consecutive months;
- d) If the WECHS ceases to operate; or
- e) If the WECHS takes any action or omits to take any action which constitute gross misconduct which will likely take the reputation of the Town into question.

**3.3** Upon termination of this Contract, the WECHS will deliver to the Manager of Licensing and Enforcement of the Town all records or documents of any type relating to the Town that are in the custody, possession or control of the WECHS.

**3.4** Upon termination of this Contract, the WECHS will deliver any and 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 the Town has record of issuing the WECHS for the purposes of performing Dog Control Officer services.

#### **4. JOB DUTIES**

**4.1** To provide the Town with Dog Control Officer and dog retrieval services in accordance with Amherstburg By-law No. 2012-104, 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 WECHS are requested to the time WECHS arrives at the location where the service is required during the hours of 8:00 am to 8:00 pm on weekdays and 9:00 am to 5:00 pm weekends, exclusive of holidays.

#### **5. HOURS OF WORK**

**5.1** The WECHS shall provide services to the Town as the Dog Control Officer everyday on a 24-hour basis during the contract term in accordance with the provisions of paragraph 5.2 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 the WECHS so long as the services were requested any day between the hours of 8:00 pm to 8:00 am on weekdays and 5:00 pm to 9:00 am on weekends exclusive of holidays.

**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 Detachment or other Town employee deems the incident an emergency.

## **6. SPECIFIC RESPONSIBILITIES**

- 6.1** The WECHS shall respond to requests to retrieve dogs "at large" within the Town and/or dogs trespassing on private property.
- 6.2** The WECHS 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 2012-104, as amended.
- 6.3** The WECHS shall respond to service requests made by Town Residents, Business Owners, Municipal Employees, Council Members and Police of the Town.
- 6.4** The WECHS shall receive requests for services by phone and that a phone number to contact the WECHS will be available information on the Town website, Town Communication Advertisements or from Town staff.
- 6.5** The WECHS shall make every reasonable effort to locate the owner of the dog at large prior to transporting the dog back to WECHS.
- 6.6** The WECHS shall respond to emergency calls on a twenty-four hour per day basis. The Dog Control Officer shall carry out the responsibilities in a timely manner when not deemed of an emergency nature.
- 6.7** The WECHS shall retrieve sick and/or injured dogs within the Town. Injured and sick dogs will be transported to WECHS for appropriate treatment.
- 6.8** All costs associated with veterinarian treatment for dogs shall be the responsibility of the WECHS.
- 6.9** The WECHS shall pick up dead dogs within the Town and dispose of them in manner approved of by the Town.
- 6.10** The WECHS shall be responsible for the humane treatment of all dogs retrieved including providing food, water and adequate shelter accommodations the entire time under his care.
- 6.11** The WECHS shall meet the Pound regulations set out in the *Animals for Research Act*, R.S.O. 1990, c. A.22.
- 6.12** The WECHS shall temporarily provide accommodations so that an effort to reunite a dog with its rightful owner can be exercised.
- 6.13** The stray dogs shall be impounded for 3 days, exclusive of the date of intake and holidays when the shelter is closed. If not claimed during the 3 day impound period, the dog will be assessed for adoption.
- 6.14** The WECHS shall maintain records of all dog retrieval incidents and details regarding temporary shelter accommodations and incidents where a dog was re-united with the rightful owner.
- 6.15** The WECHS shall record the name and address of rightful dog owners who have been reunited with their dog(s).
- 6.16** The WECHS shall advise (when applicable) to the rightful owner that all dogs within the Town must be licensed on an annual basis.
- 6.17** It will be the responsibility of the Town By-law Enforcement Officer and not the WECHS to ensure licensing compliance is adhered to.

- 6.18 The WECHS shall not be responsible for cats or nuisance animals such as but not limited to skunks, racoons, rabbits, etc.
- 6.19 The WECHS 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 the WECHS and the Town under special circumstances.
- 6.20 The WECHS shall provide to the Town prior to the 15th day of each month the Call Reports up to the last day of the preceding month, showing the particulars of each call received, dogs picked up and their disposition.
- 6.21 The WECHS shall provide to the Town at the conclusion of the dog retrieval incident an electronic incident report on the prescribed form for each dog retrieval/incident.
- 6.22 The Town shall provide the WECHS with incident report forms, photo identification, safety vest(s), magnetic vehicle identification placard(s) and updated listings of dogs licensed within the Town.
- 6.23 The WECHS shall, at his sole expense, acquire, maintain and provide proof of Commercial General Liability Insurance with a limit in the amount of not less than \$2,000,000.00 which names the Corporation of the Town of Amherstburg as additional named insured. The WECHS will also provide proof of an Automobile Liability Policy not less than \$2,000,000 as part of this Agreement.
- 6.24 The WECHS shall ensure full compliance with this Agreement and have adequate staff during absences such as illness, vacation or other reasons.
- 6.25 Anyone in the WECHS's employ will have to carry a letter on their person issued by the Town indicating they are authorized to perform the Dog Control Officer duties.

**7. PAYMENT**

- 7.1 Payment shall be made on a monthly basis after receipt of an invoice from WECHS in 12 equal payments. The amount to be paid is \$2,583.33 each month based on the accepted tender price of \$31,000.00 per the first year of the agreement and \$ 2666.67 each month based on the tender price of \$32,000.00 per year 2 of the agreement agreed upon by WECHS. The payment of HST is not applicable to this Agreement.
- 7.2 The payment includes all cash for disbursements, travel, permits, licenses, accommodations, overhead, payroll, and benefits and all incidental matters, regardless of the quantity of services delivered by the WECHS.

**8. VEHICLE & EQUIPMENT**

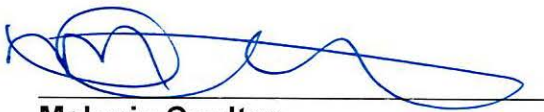
- 8.1 The WECHS shall provide an appropriate vehicle(s) which must be:
  - a) In good running condition and said vehicle must at all times be capable of passing mechanical fitness tests;
  - b) Contain all fuel, oil and parts as required to, keep the vehicle operational and mechanically reliable, and all associated costs be the responsibility of the WECHS;
  - 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 the WECHS agrees to

- provide proof of insurance to the Town prior to the execution of the above mentioned duties; and
- e) Meet the vehicle requirements set out in the *Animals for Research Act*, R.S.O. 1990, c. A.22.
- 8.2 The WECHS shall provide a live telephone answering service where a message can be left 24 hours a day, every day, including statutory holidays. It is understood that the phone number will be published by the Town.
- 8.3 The WECHS shall provide protective clothing and equipment required to capture dogs.

**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

  
**Melanie Coulter**  
**Windsor Essex County Humane Society**  
I have authority to bind the Corporation

**THE CORPORATION OF  
THE TOWN OF AMHERSTBURG**

  
CAO - GIOVANNI (JOHN) MICELI