

The Township of Cavan Monaghan

By-law No. 2024-14

Being a by-law to execute an agreement between the Peterborough Humane Society and The Township of Cavan Monaghan to set terms for the provision of pound services

Whereas Section 5.3 of the Municipal Act, 2001, S.O. 2001, c. 25 states a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

And Whereas the Council of the Township of Cavan Monaghan deems it expedient to enter into an agreement with the Peterborough Humane Society to set terms for the provision of pound services;

Now Therefore the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute the agreement between the Peterborough Humane Society and the Township of Cavan Monaghan.
2. That the Agreement is attached as Schedule "A" to this By-law.

Read a first, second and third time and passed this 4th day of March, 2024.

Matthew Graham
Mayor

Cindy Page
Clerk

Agreement for the Provision of Animal Support Services

THIS AMENDED AGREEMENT DATED this 4th day of March, 2024

BETWEEN

The Peterborough Humane Society (PHS)

and

The Township of Cavan Monaghan (Township)

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Recitals

- 1. PHS maintains and operates an Animal shelter for its objectives.
- 2. The Township and PHS wish to set out the terms and conditions upon which PHS will function as the Township’s Animal Pound keeper and provide Animal support services to the Township.

NOW THEREFORE, in consideration of the premises and covenants herein the parties hereto agree as follows:

Interpretation

- 1. In this Agreement:

- a) "Agreement" means this agreement and any schedules attached thereto as they may each be amended from time to time.
 - b) "Animal" means any domestic Canine (Dog) or Feline (Cat).
 - c) "Animal Pound" means a facility related to the seizure, impounding and sale of Animals and disposal of dead Animals.
 - d) "By-Law Officer" means the Township's Municipal By-Law Officer.
 - e) "Township" means The Township of Cavan Monaghan.
 - f) "Chief Administrative Officer" means the Township's Chief Administrative Officer.
 - g) "Contracted Services" means the services to be provided by PHS to the Township pursuant to this Agreement including in sections 7 and 8.
 - h) "Cost of Services" means the cost of the Contracted Services to be paid by the Township to PHS pursuant to section 9 of this Agreement.
 - i) "PHS" means The Peterborough Humane Society.
 - j) "Term" means the period commencing March 4, 2024 and automatically renewed annually at a 1% annual increase
2. The table of contents and headings are for convenience and do not affect the interpretation of this Agreement.
 3. This Agreement will be interpreted in accordance with the laws of the Province of Ontario in effect from time to time.

Term

4. Subject to section 5, this Agreement is in effect during the Term.
5. Either party may terminate this Agreement by giving no less than one hundred eighty (180) days' written notice to the other.

Contracted Services

6. PHS will provide Contracted Services to the Township during the Term in accordance with this Agreement, in accordance with Applicable Law and to the Chief Administrative Officer's satisfaction.

Animal Pound

7. PHS will provide, maintain and operate an Animal Pound as follows:

- a) The Animal Pound must function, operate and be maintained in accordance with all Applicable Law.
- b) The Animal Pound must be open to the public and operate at all times between the hours of 8:00 a.m. and 4:30 p.m. for each of the days, Monday to Saturday, inclusive, except a day that is a statutory holiday.
- c) The Animal Pound must be capable of providing adequate accommodation and care for Animals that are impounded during the times referred to in 7.b) or additional times that PHS deems suitable. Without limitation, PHS must fully equip and supply the Animal Pound with sufficient equipment and supplies to perform its obligations under this Agreement including:
 - i) Maintaining and providing sufficient quantities and varieties of food to feed impounded Animals;
 - ii) Maintaining and providing sufficient equipment, apparatus, chemicals, pharmaceutical supplies and other materials and supplies necessary to ensure the humane and compassionate treatment of impounded Animals; and
 - iii) Employing a sufficient number of staff to operate the Animal Pound, providing appropriate training for and supervision of such staff and ensuring that each member of such staff has and maintains the necessary knowledge, experience and skills relevant to the fulfilment by PHS of its obligations under this section 7.

Animal Support Services

8. PHS will provide Animal support services as follows:

- a) PHS will administer and support standards established by Applicable Law in accordance with Applicable Law.
- b) Without limiting paragraph a), PHS will provide animal transport and support services to the Township's By-Law Officer to pick up and transfer animals within the Township as requested.
- c) PHS will employ adequate staff to provide the services contemplated by this section 8 including as follows:
 - i) At least one (1) member of staff at all times between the hours of 8:00 a.m. and 4:30 p.m. for each of the days, Monday to Friday, inclusive, except a day that is a statutory holiday;
- d) PHS will provide appropriate training for and supervision of the staff providing the services contemplated by this section 8 and will ensure that each member of such staff

has and maintains the necessary knowledge, experience and skills relevant to the fulfilment by PHS of its obligations under this section 8.

Cost of Services

9. The Township will pay to PHS the Cost of Services within schedule “A” during the Term, payable each month of the Term based on services provided:
10. The Township permits PHS to provide stray animal pound keeping services for up to seventy-two (72) hours in an attempt to locate the proper owner of the animal. The Township will pay PHS all fees associated with the stray hold period as outlined in schedule “A” of the agreement.
11. Following the seventy-two (72) hour stray hold period, the Township agrees to transfer the ownership of the animal to PHS.
12. In the event ownership of the animal is known and reclaims the animal within the stray hold period, the owner would be responsible for all fees incurred prior to release of the animal back into the owner’s care, including; intake, daily care, microchipping, and any related Veterinarian costs.

Reporting

13. PHS will submit to the Township a monthly and year-end report respecting the services provided to on behalf of the Township as requested for each such matter:
 - a) The number, by species, of Animals impounded by PHS;
 - b) The number of stray or at-large Animals received by PHS, excluding those reported pursuant to paragraph a);
 - c) The number of complaints received and particulars of each such complaint including the person(s) associated with the complaint, and response to each;
 - d) Particulars of such other matters as the Chief Administrative Officer, or designate may, from time to time, require.

Indemnification

14. PHS will indemnify and save harmless the Township, its Councilors, employees, agents and volunteers (each an “Indemnatee”) from and against demands, claims and proceedings which may be brought against or made upon any such Indemnatee and against all losses, liability, judgments, claims, costs, demands or expenses which an Indemnatee may sustain, suffer or be put to in any way related to the provision by PHS of Contracted Services.

Insurance

15. PHS must procure and maintain in full force and effect at its expense a policy of Commercial General Liability insurance insuring against bodily injury (including death) and property damage with limits of not less than \$5,000,000 per occurrence or such greater amount as the Township may from time to time request.
16. PHS must procure and maintain in full force and effect at its expense a Standard OAP 1 Automobile Insurance Policy including all applicable Standard OPCF Endorsements as are necessary or advisable for PHS to fulfill its obligations pursuant to this Agreement. The policy will be subject to a limit of no less than \$2,000,000 per occurrence or such greater amount as the Township may from time to time request.
17. PHS is solely responsible for procuring and maintaining in full force and effect at its expense such additional insurance, if any, that is necessary or advisable for PHS to fulfill its obligations pursuant to this Agreement.

Confidential Information

18. PHS must not use or disclose confidential information in its possession, control or power in any way related to Contracted Services except in accordance with this Agreement, Applicable Law and the Chief Administrative Officer's directions from time to time. Upon termination of this Agreement, PHS must forthwith deliver to the Township all records containing confidential information in any way related to Contracted Services.

Notice

19. Any notice or other communication required or contemplated by this Agreement must be in writing and delivered by regular letter mail, telephone, e-mail or by personal delivery as follows:
 - a) To the Township:
The Township of Cavan Monaghan
988 County Road 10
Millbrook, ON. L0A 1G0
Phone: (705) 923-2929
E-mail: cpage@cavanmonaghan.net
 - b) To PHS:
The Peterborough Humane Society
1999 Technology Drive
Peterborough, ON K9J 6X7
Fax: (705) 745 4722
E-mail: s.morey@ptbohs.com
Attention: Executive Director

20. The delivery of a notice or communication is effective as follows:

- a) On the third (3rd) day after being sent by regular letter mail;
- b) Upon receipt of a telephone communication or e-mail; or
- c) Upon personal delivery.

21. Either party may change particulars of its address, facsimile transmission number or e-mail address by giving notice of the change to the other party.

Entire Agreement

22. This Agreement constitutes the complete and exclusive statement of the agreement between the parties which supersedes all other communications between the parties relating to the subject matter of this Agreement.

23. This agreement may automatically renew beyond the Term for an additional one-year period providing a minimum of thirty (30) days written notice between the parties.

Successors and Assigns

24. Neither party may assign this Agreement except with the prior written consent of the other party. This Agreement ensures to the benefit of and is binding on the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF PHS and the Township have affixed their corporate seals attested by the signature of their duly authorized signing officers.

The Peterborough Humane Society

Shawn Morey, Executive Director
I have authority to bind PHS

The Township of Cavan Monaghan

Cindy Page, Clerk

I / We have authority to bind the Township

Schedule "A"

Peterborough Humane Society – Animal Impound & Support Services

The Township will pay to PHS the Cost of Services in the following amounts each year during the term, payable in equal monthly instalments as invoiced by PHS each month of the term as follows;

Animal Impound & Support Services Fee Agreement - \$12,000 per year

Additional Fees

Animal Services Officer Response - \$27.00 / hour *(Min. 3 hour per response)*

PHS Mileage – Based on current CRA rate

Veterinarian Services – As required above agreement minimum *(Approved by PHS & The Township)*