The Corporation of the Municipality of West Grey

By-law Number 19 - 2014

Being**,** A by-law to enter into a Contract Agreement with Richard Parker for the provision of Canine Control Officer services for the Municipality of West Grey;

Whereas, the Council of the Municipality of West Grey requires the services of a Canine Control Officer;

Now therefore the Council of the Municipality of West Grey enacts as follows:

1. That the Contract Agreement, with Richard Parker, attached hereto as Schedule "A" and forming part of this bylaw, is hereby approved.
2. That the Mayor and CAO/Deputy Clerk are hereby authorized to sign and seal the Contract Agreement.
3. That By-law Number 40-2010 is hereby rescinded.
4. That this By-law shall come into full force and effect on the date of passing thereof.

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Read a first and second time, this 17th day of February, 2014.

Read a third time and finally passed, this 17th day of February, 2014.

(SIGNED)	(SIGNED)
Kevin Eccles, Mayor	Larry C. Adams, CAO/Deputy Clerk

Schedule "A" to By-law Number 19 - 2014

Municipality of

Richard Parker – Canine Control Officer Contract Agreement

This Agreement made this 17th day of February, 2014.

Between:

The Corporation of the Municipality of West Grey

(Hereinafter referred to as "The Municipality")

Of the First Part

And

Richard Parker

(Hereinafter referred to as "The Contractor")

Of the Second Part

Whereas the Municipal Act, S.O. 2001, Section 11 (3) Spheres of Jurisdiction provides that a lower tier municipality and an upper tier municipality may pass by-laws, respecting animals;

And whereas the Contractor submitted a successful request for proposal for Canine Control Services for the Municipality;

And whereas the Municipality and the Contractor (hereinafter referred to as "the parties") deem it desirable to put the terms of this agreement for services in writing;

Now therefore witnesseth in consideration of the services rendered by the Contractor to the Municipality the parties hereto agree as follows:

1. Terms of the Contract and Relationship

1.1. The Contractor is hereby engaged to perform various duties of a Canine Control Officer as required by the Municipality in the conduct of its business and on the terms and conditions detailed in this Agreement.

1.2. The engagement of the Contractor pursuant to this Agreement shall have deemed to commence on the 1st day of January, 2014.

1.3. It is understood that this Agreement is an Agreement for services and is not a contract of services and that the Contractor is an independent Contractor and not an employee of the Municipality. Further, the payment detailed in Section 3 below is the sole obligation of the Municipality to the Contractor and the Contractor is not entitled to receive any of the employment benefits received by the employees of the Municipality. The Contractor shall assume full responsibility and liability for payment of any monies received from the Municipality and shall indemnify and hold the Municipality 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.

2. Termination of Agreement

2.1 This Agreement with the Contractor may be terminated by the Municipality or the Contractor in one of the following ways:

(a) Upon either party giving the other sixty (60) days written notice of the intention to terminate this agreement;

(b) In the event of acts of wilful negligence or disobedience by the Contractor resulting in injury or damages to the Municipality, this Agreement may be terminated at the option of the Municipality upon five (5) days written notice.

3. Payment for Services Rendered

3.1 The Contractor shall receive a monthly payment for services rendered to the Municipality within 30 days of the receipt of an invoice, and shall be paid $22.00/hour for services rendered to the Municipality.

4. Services

4.1 The Contractor shall provide the services outlined below as a duly qualified Canine Control Officer. The Contractor shall provide said services in a professional and fully competent manner in accordance with the provisions of this Agreement.

- Provide all secretarial services including complete record keeping of occurrences and reports as specified herein
- Respond to general enquiries from residents of the Corporation
- Provide at the contractors expense, a cell phone where someone can be reached at all times as well as a telephone answering service (paging system) twenty-four (24) hours a day seven (7) days a week with a local telephone number
- Provide a vehicle suitably maintained so as to professionally represent the Corporation to be used in the provision of canine control services, such vehicle to be clean, safe and licensed at all times.
- Respond to public safety issues and complaints as they relate to canines and take appropriate action
- Provide personnel as required
- Provide the enforcement of all Corporation canine control by-laws twenty-four (24) hours a day, seven (7) days a week as required including appearances in court as may be required
- Ensure adequate training in accordance with the Accessibilities for Ontarians with Disabilities Act.
- Carry a photo identification card which identifies them as a Canine Control Officer and further shall carry an adequate supply of business cards indicating name and applicable telephone numbers and information to be made available as necessary to the general public.
- The contractor will provide services for the pickup and impoundment of stray dogs to Animal Shelters (poundkeeping facilities) designated by the Corporation.
- The contractor will not provide services for the pickup of stray cats unless requested by the Corporation.

4.2 **Other Services**

- In the case of a dog which has been licensed and to the collar of which is attached a licensed tag, 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.

- 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 Corporation.

- In the case of a dog which is injured or should be destroyed without delay for humane reasons or for reasons of safety to person or animals, the Contractor may euthanize the dog as soon after seizure as the Contractor deems appropriate, and no damages or compensation shall be recovered by a dog owner as a result of the dog being euthanized.

- Revenue from set fine charges laid by the Contractor in accordance with the Corporation's Canine Control By-laws shall be remitted to the Corporation.

5. Confidentiality of Information

5.1 The Contractor shall not disclose to anyone outside the employ of the Municipality, without prior written permission of the Municipality, any aspect of the Municipality's business, except as required in the course of exercising its duties and responsibilities with the Municipality.

5.2 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.

5.3 After termination of this Agreement, the Contractor shall promptly return, without request from the Municipality, to the Municipality any of the Municipality's information, materials and other property, which may subsequently be in the Contractor's possession.

6. Insurance

The Contactor shall for the term of the contract, take out and keep in effect with insurers licensed to carry on business in the Province of Ontario, at their own expense.

The Contractor shall maintain sufficient Public Liability Insurance and Owned Automobile 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 satisfaction of 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 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.

7. Severability

7.1 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 shall remain valid and binding.

8. Governing Law

8.1 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.

9. Binding Effect

9.1 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 him.

10. Indemnification

10.1 The Contractor hereby indemnifies and saves harmless the Municipality from any suit, action, cause of action , claim or damages whatsoever of any nature and kind arising from the breach by the Contractor of any terms of this Agreement or the negligence of the Contractor in conducting his, his agents or his employee's services.

11. Notice

11.1 Any notice required or desired to be given hereunder shall be delivered in person or sent by prepaid registered mail addressed as follows:

(a) The Corporation of the Municipality of West Grey, 402813 Grey Road #4, RR #2, Durham, Ontario, N0G 1R0, Attn: CAO/Deputy Clerk

(b) To the Contractor at: Richard Parker, RR 1, Elmwood, Ontario, N0G 1S0

or at such other address that may be furnished in writing from time to time by either party to the other. Any notice mailed as aforementioned by registered mail shall be deemed to have been received three (3) business days after the posting thereof.

12. Time of the Essence

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

13. Amendments

13.1 No provision of this Agreement shall be amended, altered or waived except by a further written agreement between the parties. 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.

14. Acknowledgments

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

In witness whereof the parties have duly executed this Agreement under seal.

Signed, Sealed, and Delivered

At the Municipality of West Grey this 17th day of February, 2014.

) **Contractor**
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) _____
) **Richard Parker**
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) **The Corporation of the Municipality of**
) **West Grey**
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) _____
) **Mayor - Kevin Eccles**
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) _____
) **CAO/Deputy Clerk – Larry C. Adams**