

CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA

BY-LAW NUMBER 47-2022

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN AGAPIK9 INC AND THE CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA FOR THE DELIVERY OF CANINE CONTROL SERVICES

WHEREAS Pursuant to the *Municipal Act, 2001. c. 25*, as amended, Council of the Township of East Garafraxa adopted By-Law 2-95, as amended, to provide for the regulating and licensing of dogs;

AND WHEREAS the Council of the Township of East Garafraxa wish to continue to retain AgapiK9 (formerly Olympus K9) for canine control services for the Township;

AND WHEREAS the Council of the Township of East Garafraxa deems it expedient to enter into an Agreement with AgapiK9 Inc. for the services of Canine Control Officer, Pound Keeper and Licence Fee Collector.

NOW THEREFORE THE CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA BY THE MUNICIPAL COUNCIL ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be authorized to execute the agreement in the same form or substantially the same form as attached hereto as Schedule "A" which forms part of this By-Law.
2. AgapiK9 Inc. is hereby appointed Canine Control Officer, Pound Keeper and Licence Fee Collector effective June 1, 2022 on the terms, provisions and conditions as set out in the Agreement as attached as Schedule "A";

BY-LAW READ A FIRST AND SECOND TIME THIS 16th DAY OF AUGUST 2022

BY-LAW READ A THIRD TIME AND PASSED THIS 16th DAY OF AUGUST 2022


CLERK


HEAD OF COUNCIL

AGREEMENT FOR THE PROVISION OF SERVICES

THIS AGREEMENT made this day of , 2022

(Township of East Garafraxa By-Law Number 2-95, as amended)

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA

(hereafter referred to as "Township of East Garafraxa" and/or "Township")

AND

AGAPIK9 INC

WHEREAS The Township of East Garafraxa and AgapiK9 are desirous of entering into a relationship whereby the Township of East Garafraxa will retain the services of AgapiK9 to carry out Canine Control Services according to Township of East Garafraxa By-law 2-95, as amended, being a by-law to regulate and licence dogs.

AND WHEREAS the Township of East Garafraxa and AgapiK9 wish to clarify certain obligations and rights in respect of the relationship between the parties;

IN CONSIDERATION of the above, and in further consideration of the mutual promises and covenants set forth, this Agreement witness is that the parties agree as follows:

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants in agreements herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

TERM OF AGREEMENT

- 1.1** The term of this agreement shall be the period from June 1st 2022 to June 1st 2024.
- 1.2** This Agreement may be terminated by either party upon the giving of ninety (90) days written notice to each of the other parties in accordance with the notice provisions of this Agreement. Upon such termination, the parties agree that neither shall have any further rights, claims, or actions against each other arising out such termination.
- 1.3** In the event of negligence or non-compliance with the terms of the agreement by AgapiK9, this Agreement may be terminated for cause at the option of the Township upon five (5) days written notice in accordance with the notice provisions of this Agreement. Upon such termination for cause, and notwithstanding section 1.2 of this Agreement, it is agreed that the Township may seek redress or damages for any costs, claims and/or damages it may have arising out of such termination for cause. It is further agreed that AgapiK9 waives any and all rights it may have to challenge such termination for cause and/or seek or claim redress and/or damages for such termination for cause against the Township.
- 1.4** Provided that this Agreement has not been cancelled or terminated by either party, by operation of law or otherwise, and provided that AgapiK9 has faithfully complied with and performed all of the terms, covenants, conditions and obligations contained herein, the Township and AgapiK9 covenant and agree that the Township shall have the option at the sole discretion of the Township to extend the term of this Agreement for a further one (1) year commencing at the expiration of the Term, upon the same terms, covenants, conditions and obligations herein set forth in this Agreement. the option for the renewal shall be exercised by giving AgapiK9 not less than ninety (90) days written notice prior to the end of the Term of the Township's intention to exercise its option and extend this Agreement. If this option is exercised, a cost of living (CPI) increase shall be factored into one-year extension so that the amounts payable by the Township under this agreement are adjusted by the

CPI index (as released by Statistics Canada in January of the year of extension, based on the CPI for Ontario including all items for the previous year).

CANINE CONTROL SERVICES

2.1 The parties of this Agreement agree and confirm that AgapiK9 -- including its principals, workers and agents -- are retained by the Township as an independent contractor and further AgapiK9 -- including its principals, workers and agents -- is not an employee of the Township. AgapiK9 shall provide and deliver the certain Canine Control Services as described in this Agreement.

2.2 AgapiK9 shall provide Canine Control Services within the geographic limits of the Township.

2.3 AgapiK9 -- including its principals, workers and agents -- are appointed as Canine Control Officer and Pound Keeper (for dogs) within the Township and have all powers and duties to be exercised in accordance with those functions. Further, AgapiK9 agrees to adhere to and enforce, as directed by the Township, the Township's By-Law 2-95, as amended, being a By-Law to provide for the keeping, control and licensing of dogs; together with any amendments or replacement versions of said By-Law.

2.4 AgapiK9 shall respond to enquiries from the public related to canine control including stray dog complaints and concerns.

2.5 AgapiK9 shall respond to requests for pick-up of stray dogs during the hours of 9:00 AM to 4:00 PM Monday to Friday, excluding statutory holidays and 9:00 AM to 3:00 PM on weekends and statutory holidays.

2.6 AgapiK9 shall carry out required annual scheduled or additional required inspections of all Township of East Garafraxa kennels and breeding establishments at a time mutually agreeable with the owner of such facilities.

2.7 AgapiK9 shall consult with Township staff when necessary for direction and advice.

2.8 AgapiK9 shall provide a phone number and electronic answering service where AgapiK9 can be reached 24 hours a day, 7 days a week, by the public. This

number shall be published by the Township and posted on the Township's website.

2.9 AgapiK9 shall contact dog owners by phone and/or in writing, when a complaint is received and keep written records of all correspondence, complaints and actions taken. The Township shall be provided with such written records on request.

2.10 AgapiK9 shall keep comprehensive and complete records of all calls and responses for service and shall prepare and deliver a report of all occurrences to the Township at the end of each quarter for the duration of the agreement.

POUND FACILITIES

3.1 AgapiK9 shall provide and maintain a pound facility for dogs to be located at 374127 6th Line, Amaranth, Ontario to serve the residents of the Township of East Garafraxa. Such facility shall be kept in good order and state of cleanliness at all times in accordance with the applicable legislation and generally accepted standards.

3.2 AgapiK9 shall ensure that the pound facility is serviced by its staff who shall ensure that all dogs impounded are kept clean, well-cared for, fed and watered during the time of confinement.

3.3 AgapiK9 shall ensure that all sick or injured dogs immediately receive medical attention by certified veterinary staff. If, in the opinion of the medical staff, any dog is severely injured or diseased and medical care shall only prolong the suffering of the dog, the dog shall be humanely euthanized by a certified veterinarian and properly disposed of. Every attempt shall be made by AgapiK9 to contact the owner and any such dog before such action is taken.

3.4 AgapiK9 shall retain a record of all dogs impounded and their disposition, shall be submitted to the Township quarterly reporting.

3.5 AgapiK9 shall ensure that the pound facility is open to the public during the hours of 9:00 AM to 4:00 PM Monday to Friday and 9:00 AM to 3:00 PM on

Saturdays and Sundays and statutory holidays. AgapiK9 agrees to obtain the authorization of the Township prior to any changes in the aforementioned hours of operation.

3.6 AgapiK9 shall display contact phone numbers and office hours at the pound facility in a place that is accessible to the public at all times.

3.7 AgapiK9 shall ensure that all dogs impounded shall be kept for a minimum of five (5) business days, excluding holidays and the day on which the dog was impounded. Any dog kept longer than the minimum shall be at the expense of AgapiK9. AgapiK9 shall attempt to contact the owner of any dog as quickly as possible. Where and if AgapiK9 is required by law to quarantine a dog for a specified time, the Township shall pay all associated costs for the quarantine, unless the dog owner reclaims the dog, in which case the dog owner shall be responsible as set out in the section 3.9.

3.8 AgapiK9 shall charge such fees to dog owners as deemed necessary to cover the costs of pick up, boarding and any veterinary services, if applicable, of impounded dogs including costs of any quarantine. Such fees charged to the dog owner shall be in accordance with Schedule "A" attached hereto and forming part of this Agreement.

3.9 AgapiK9 shall not invoice the Township for any fees charged to the dog owners for services provided, and it is agreed that AgapiK9 shall retain those fees as charged to the dog owners. For unclaimed dogs, it is agreed that AgapiK9 shall invoice the Township pursuant to Schedule "A" attached hereto.

3.10 AgapiK9 agrees that any dogs impounded that do not have a valid Township of East Garafraxa tag shall not be released to the owner or other persons until the dog tag license fee is paid. AgapiK9 shall collect the dog tag licence fee, which fee is as set by the Township, from the dog owner. AgapiK9 shall remit all monies together with records of the sale of the licenses received to the Township during the monthly report/invoicing. AgapiK9 shall advise the dog owners paying the dog tag license fees that the dog tags themselves shall be mailed to the dog owners by the Township. For the limited purpose only as set out in this section. AgapiK9 is appointed as a Licence Fee Collector.

3.11 AgapiK9 agrees that any dog not claimed by the owner shall become the property of AgapiK9 and may be adopted or humanely euthanized by a licensed veterinarian and properly disposed of by AgapiK9.

3.12 AgapiK9 shall make every effort to find homes for unclaimed dogs through information to the public via social media, websites, posters and other media channels.

PAYMENT FOR SERVICES RENDERED

4.1 The Township agrees to pay AgapiK9 in consideration for the provision of services as described herein, during the term of this agreement, the following amounts plus Harmonize Sales Tax (HST), if applicable:

a) Retainer fee of \$400 per month, such retainer fee includes any and all phone calls (citizens, the Township & etc., including cell phone and long distance charges), preparation/delivery of all information and reports, including monthly report on occurrences, to the Township/ and

b) An amount equal to the actual operating costs as defined in Schedule "A" to the Agreement, of AgapiK9, which amount shall be substantiated by receipts submitted to the Township on a quarterly basis.

CONFIDENTIALITY OF INFORMATION

5.1 AgapiK9 shall not disclose confidential information to anyone outside of the employees of the Township without prior written permission of the Township, any aspects of the Township's business including all records AgapiK9 has and/or maintains, except as required in the course of exercising its duties and responsibilities with the Township.

5.2 This agreement shall continue to restrict AgapiK9's disclosure of such information after the termination of this Agreement, unless such information has been made public through other means and by no fault of AgapiK9.

5.3 After termination of this Agreement, AgapiK9 shall properly return, without request from the Township, to the Township any of the Township's information, materials or other property, which may be in AgapiK9's possession.

INDEMNIFICATION

6.1 AgapiK9 hereby indemnifies and save harmless the Township from any suit, action, cause of action, claim for damages whatsoever or any nature in kind arising from the breach by AgapiK9 of any terms and obligations to this Agreement, or the negligence of AgapiK9, its principals, workers and agents.

INSURANCE

7.1 AgapiK9 shall maintain and pay for Comprehensive General Liability Insurance, including coverage for all operations as Canine Control Officers and Pound Keepers. This insurance coverage shall be subject to limits of not less than Five million dollars (\$ 5,000,000) exclusive per occurrence for third party bodily injury and property damage. The coverage shall include the Township as an additional insured in respect of all operations performed by or on behalf of the Township. The coverage shall not be altered, cancelled or allowed to expire or lapse without thirty (30) days prior written notice to the Township. A certificate of such insurance shall be filed with the Township upon the signing of the agreement and should there be any changes to such insurance, AgapiK9 acknowledges that it has an ongoing obligation to provide an updated certificate to the Township.

SEVERABILITY

8.1 The invalidity or unenforceability of any provision or covenant contained in the Agreement shall affect the validity or enforceability of such provisions or covenant only and any such invalid provision or covenant shall be deemed to be severable from the balance of this Agreement.

GOVERNING LAW AND INTERPRETATION

9.1 This Agreement and the rights and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the Province of Ontario. it is further acknowledged and agreed by the parties that this Agreement shall be interpreted without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

NOTICE

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

Township of East Garafraxa

AgapiK9

065371 Dufferin County Road 3, Unit 2,
East Garafraxa, ON, L9W 7J8

374127 6th Line
Amaranth, ON, L9W 0M6

Any notice mailed as aforementioned shall be deemed to have been received five (5) business days after the posting thereof. the parties may provide notice by e-mail; however, such notice is only effective when the other party acknowledges receipt of same and shall be deemed to have been received when the party acknowledges such receipt.

TIME IS OF THE ESSENCE

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

AMENDMENTS

12.1 No provisions 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.

The parties hereby certify that we have read and that we understand the responsibilities as outlined above in the Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement. Upon execution of this Agreement by the Township, the Township shall insert such date on page 1 of this Agreement.

SIGNED, SEALED AND DELIVERED

AGAPIK9

(Witness Signature)

Matthew Slack
I have authority to bind the corporation

(Witness – Print)

(Address)

TOWNSHIP OF EAST GARAFRAXA

Guy Gardhouse, Mayor

Susan Stone, Clerk

Schedule "A"
Canine Control Services and Pound Keeper Agreement
Schedule of Fees

Service	Fee	Notes
Calls for Service	\$35 per hour plus Mileage	Pickups, calls with no pickups, patrols at the request of the Township
	\$87.50 per hour plus Mileage on statutory holidays	
Impound	\$40 per day per dog	Veterinary fees not included
Kennel Inspections	\$100 per inspection plus Mileage	Payable by kennel owner/operator
Mileage	\$0.61 per km	As per CRA mileage rates