

Animal Control Contractor Agreement

This Agreement made between:

Enter Info Here

(Hereinafter referred to as “the Contractor”)

AND:

The Village of Valemount
735 Cranberry Lake Road
Valemount, BC V0E 2Z0

(Hereinafter referred to as “the Village”)

NOW THEREFORE THIS AGREEMENT WITNESS THAT in consideration of mutual covenant and agreements herein contained, and subject to the terms and provisions hereinafter set out, the parties covenant and agree as follows:

1) DEFINITIONS

- a) In this agreement:
 - a) **“Animal Control Officer”** means the animal control officer, or their designate, contracted by the Village of Valemount, as appointed by the Village Council, and referred to in Bylaw No. 700, 2013, under the definition “Bylaw Enforcement Officer”;
 - b) **“Animal Control Service Area”** means the boundaries containing the Village of Valemount;
 - c) **“Animal Control Services”** has the meaning set out in Sections 2 and 3 below;
 - d) **“Bylaws” or “the Bylaw”** means the Village of Valemount Animal Control Bylaw No. 700, and as amended;
 - e) **“Bylaw Administrative Coordinator”** means the staff member assigned by the Village to conduct administration of animal control services and act as the liaison between the Village and the Contractor and as communicated to the Contractor by the Bylaw Enforcement Supervisor.
 - f) **“Bylaw Enforcement Supervisor”** means the Bylaw Enforcement Supervisor for the Village
 - g) **“Chief Administrative Officer”** means the Chief Administrative Officer for the Village.

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- h) **“Pound”** means the building located with the Public Works Compound located at 201 Gorse Street, Valemount BC.
- i) **“Pound Keeper”** means the Contractor.
- j) **“Public Works Superintendent”** means the Public Works Superintendent for the Village
- k) **“Village hours”** means Monday through Friday (excluding Statutory Holidays) from 8:30 am to 4:30 pm and closed between 12:30 pm and 1:30 pm for lunch.
- ↳ **“Village”** means Village of Valemount.

2) ANIMAL CONTROL SERVICES

2.1 Animal Control Services

Unless otherwise stated in this Agreement, the Contractor will provide all necessary materials, labour, training, supervision, uniforms, vehicles and equipment required to carry out and performing the services set forth in this section and shall perform all works and services incidental to the proper execution of the duties of the Contractor and maintaining the *Pound* pursuant to the *Bylaw*, and direction of the *Bylaw Enforcement Supervisor*, including but not limited to:

- a) Answering and responding to phone calls from the public and the Village relevant to *Animal Control Services*, pursuant to the hours established in Section 6;
- b) Providing a vehicle for the use of responding to animal control service calls and transporting animals in a safe and humane manner;
- c) Understanding and carrying at all times a copy of the *Bylaw* for reference;
- d) Receiving and investigating complaints from the public and from the Village, within the *Animal Control Service Area*, related to the *Bylaw*;
- e) Communicating to the *Bylaw Administrative Coordinator* details and digital pictures of any impounded animals in order to facilitate their timely return to their owner;
- f) Taking appropriate and authorized enforcement measures, under the consultation and direction of the *Bylaw Enforcement Supervisor*, and as stipulated in the *Bylaw*;
- g) Gathering of evidence for the use of the *Bylaw Enforcement Supervisor* including but not limited to: written notes, affidavits, audio recordings and time stamped digital photographs;
- h) Communicating with the public in a respectful manner and resolving disputes with enforcement measures being the last resort;
- i) Operating and maintaining the *Pound* in a manner consistent with the *A Code of Practice for Canadian Kennel Operations* [Third edition 2018];
- j) Complying with all applicable local, provincial and federal regulations or guidelines relating to the proper and humane treatment of animals;

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- k) Utilizing various sized humane animal traps to trap problem animals that cannot be caught by any other manner, and to monitor those traps frequently to ensure captured animals are not unduly stressed;
- l) Keeping the *Pound* and all equipment in sanitary, good working order, and to report to the *Bylaw Administrative Coordinator* any items listed in 4.1 that are broken and require replacement.
- m) Referring any animals that require euthanasia to a qualified veterinarian, in accordance with the *Bylaw*;
- n) Before considering euthanasia for an animal that has been surrendered pursuant to the *Bylaw*, explore avenues for that animal to be adopted by contacting the BC SPCA North Cariboo Chapter and the Robson Valley Spay and Neuter Society;
- o) Directing members of the public requiring animal licenses and pound fees to the Village Office, during *Village hours*, in accordance to the *Bylaw*, and to follow up with the member of the public within fourteen (14) days to ensure animal licenses have been obtained;
- p) Working collaboratively with *Bylaw Administrative Coordinator* and the Robson Valley Spay and Neuter Society to educate the public on matters relevant to animal control;
- q) Remaining in regular communications with the *Bylaw Enforcement Supervisor* and *Bylaw Administrative Coordinator* about animal control actions taken;
- r) Pursuant to subsection 9.4, maintaining a record of activities and providing reports;
- s) Performing such other reasonable services as the Village may require from time to time in connection with the services set forth in this Agreement or such other reasonable services as the parties may agree pursuant to section 2.2 below.

2.2 Review of Animal Control Services

The Village and the Contractor agree that within thirty (30) days of the expiry of six (6) months from the commencement of this Agreement, the parties will meet to review and discuss the scope of the *Animal Control Services*, the Contractor's performance of the *Animal Control Services* and any other matters that the parties, acting reasonably, may agree to. The Village and the Contractor acknowledge and agree that, as a result of any discussions between the parties pursuant to this section, the Village may, amend the scope of the *Animal Control Services* to be performed by the Contractor and the parties may, upon mutual agreement, amend any other term or provision of this agreement.

2.3 Area of Response

The Contractor must only respond to calls or carry out duties under this Agreement inside the Village boundaries, and shall not impound any animal brought into the Village boundaries unless accompanied by Valemount Fire and Rescue or the RCMP.

2.4 Familiarizing with Contractor's Duties and the Village

Within the first fourteen (14) days of this Agreement, the Contractor will meet with Village staff, as determined by and to the satisfaction of the *Bylaw Enforcement Supervisor*, in order to become familiar with the *Bylaw*, policies, Village personnel, the *Pound*, operation of equipment and supplies provided by the Village, and anything else the *Bylaw Enforcement Supervisor* deems necessary.

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3) THE POUND

3.1 Contractor's Use of the Pound

The Contractor will use the Pound for the purpose of carrying out *Animal Control Services* and will not interfere with the Village's access to and use of the pound for the purposes of ensuring the Contractor's compliance with this Agreement and inspecting all written records required to be kept by the *Pound Keeper* pursuant to this Agreement and the *Bylaw*.

3.2 Secure the Premises

The Contractor must secure the *Public Works Compound*, when accessed by the Contractor outside the regular hours of operation of the Public Works Department, Monday to Friday, 7 am to 3 pm, unless expressly told otherwise by the *Public Works Superintendent*.

3.3 No Interest in Land

The Contractor acknowledges and agrees that its right to use the *Pound* for the purpose of carrying out the *Animal Control Services* will not create or be deemed to create any interest in the Land or the Pound in the Contractor's favour.

3.4 Maintenance of the Pound and the Lands

The Contractor will secure and maintain the *Pound* in a clean, tidy and safe condition and will keep appropriate indoor and outdoor runs, adequate waters, quality feed and such other facilities and provisions as required to provide reasonable and humane accommodation for impounded animals pursuant to sub-section 6.2. The Contractor will not store any items on the lands outside the Pound building, but within the Public Works Compound without the expressed consent of the *Public Works Superintendent*.

3.5 Reporting of Maintenance Required

The Contractor agrees to contact the *Bylaw Administrative Coordinator*, within one working day of being noticed, any required maintenance to the *Pound* building, outdoor runs, plumbing, or electrical systems.

4) EQUIPMENT AND SUPPLIES PROVIDED BY THE VILLAGE

4.1 Equipment

The Village shall supply the following equipment for the use of the Contractor which shall be kept in good working order by the Contractor for the duration of the Term of this Contract and shall remain the property of the Village at the end of the term of this Contract Agreement:

- a) Animal Traps (4)
- b) Small Portable Animal Crate
- c) Cat Net Pole
- d) Large Portable Animal Crate
- e) Cat and Dog Food

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- f) Large Dog Bed
- g) Catch pole
- h) Feeding and watering dishes
- i) Rodent proof feed containers
- j) Litter box
- k) Leashes and collars
- l) Cell phone (see section 8)

4.2 No Lending or Borrowing of Equipment

The Contractor agrees that the equipment listed in subsection 4.1 must not be borrowed for personal use or lent out to any person, unless done so with the expressed consent of the *Bylaw Enforcement Supervisor*.

4.3 Supplies

The Village shall be responsible for paying for the following supplies stocked within the *Pound* so as to maintain health and safety of impounded animals:

- a) Disinfecting cleaning supplies
- b) Paper towels
- c) Towels
- d) Mop and bucket
- e) Broom
- f) Dog Food
- g) Cat Food
- h) Cat Litter

4.4 Restocking of Supplies

The Contractor shall obtain items listed in Subsection 4.3, a) through e), by contacting the Village and placing an order for such supplies through the Village's appointed supplier with consideration of delivery times so that supplies will not run out.

Items f) through h) shall be purchased by the contractor and the cost of those items shall be reimbursed to the Contractor by the Village upon receipt of proof of purchase.

5) TERM AND TERMINATION

5.1 Term

Subject to the terms and conditions of this Agreement, the term of this Agreement (the "Term") shall consist of (3) years, commencing on **January 1, 2021** (the "Commencement date") and expiring on **December 31, 2024**.

5.2 Termination for Cause

The Village may terminate this Agreement upon breach by the Contractor of any terms or covenant

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of this Agreement, provided the Contractor has first been given seven (7) days' notice of such breach and has failed in such time to remedy the breach to the satisfaction of the Village.

5.3 Termination on Notice

The Contractor may terminate this Agreement at any time, upon ninety (90) days prior written notice to the Village. The Village may also terminate this Agreement at any time, upon ninety (90) days prior written notice to the Contractor.

5.4 Renewal of Agreement

The Contractor agrees to provide the Village written notice, at least 60 days' notice prior to the Agreement's expiring date, indicating their intention to renew this agreement for a period of up to two years. Should the notice of intent to renew this Agreement is not be received by the Village from the Contractor within the above time frame, the Village may advertise for a new party to enter into an Agreement for Animal Control Services. For certainty, this agreement may not be extended for more than two additional years beyond the original Term without the Village conducting an open procurement process.

6) SERVICE HOURS

6.1 Hours of Service

The contractor shall be available seven (7) days a week, on-call, between the hours of 8:30 am and 6 pm, to receive and respond to calls from members of the public and the Village.

6.2 Care of Animals Kept in the Pound

The Contractor shall take the time necessary to properly and humanely care for any animal being kept in the Pound to the basic standards as outlined in *A Code of Practice for Canadian Kennel Operations* [Third edition 2018].

6.3 Emergency Calls

Notwithstanding subsection 6.1, the contractor shall respond to calls received from Valemount Fire and Rescue, or RCMP, requiring emergency sheltering of an animal due to a vehicle accident or fire, at any time.

6.4 Absence of Contractor

When the Contractor will be unavailable, they shall designate a responsible person, over the age of 19, to carry out the provisions contained in this Agreement. The Contractor must provide advanced notice to the Village, during *Village Hours*, including the name of the designated person. The contractor warrants that their designate will be trained to be able to fulfill the duties contained in this Agreement to the satisfaction of the Village.

In the event a suitable person cannot be secured to fill the Contractor's duties, and all reasonable efforts have been made to by the Contractor to do so, the Contractor shall provide the Village notice during *Village Hours* so that the public may be made aware of the absence of *Animal Control Service*.

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6.5 Animals Must be Cared For

Notwithstanding subsection 6.4, the Contractor must not be absent from duty, at any length of time an animal is present in the *Pound*, unless a suitable person has been designated to care for animals located present in the *Pound*.

6.6 Contractor may not frustrate the Agreement

Should the contractor be absent, without a designate, pursuant to subsection 6.4, for more than seven (7) days within a calendar year, the Village may terminate this agreement, with cause.

7) COMPENSATION AND PAYMENT

7.1 Compensation for Service

The Village agrees to pay the contractor \$15,000 in consideration of 12 months service. The Village will pay the Contractor in four (4) equal payments of \$3,750 as per the following schedule:

- Within ten (10) business days of the Commencement date of this Agreement.
- Within ten (10) business days of the beginning of the fourth (4th), seventh (7th), and tenth (10th) month for each consecutive payment.

7.2 Liability Insurance Costs

Subject to the Contractor completing a full year, from the Commencement date of the Agreement, and after each subsequent year of service, The Village agrees to reimburse the Contractor for the cost of such Comprehensive Liability Insurance as purchased by the Contractor for the purpose of providing Animal Control Services, pursuant to sub-section 10.1(a). For clarity, this does not include any vehicle insurance required by the Contractor.

7.3 Training Costs

The Contractor, within the first year of the term of this agreement, will enroll and complete Introduction to Animal Control as offered online through Langara College (or equivalent as deemed by the Chief Administrative Officer). Upon proof of successful completion of the above training the Village shall reimburse the Contractor for the cost of enrollment and tuition. Further coverage of training costs of the Contractor may be considered by the Village in subsequent years within the term of this agreement and will be at the sole discretion of the Chief Administrative Officer.

7.4 Payment Prorated for Early Contract Termination

The Village shall prorate the payment for service, should this agreement be terminated for any reason, resulting in the Contractor no longer providing Animal Control Services on behalf of the Village, from the commencement date of this Agreement, to the date the Agreement is terminated for any of the reasons contained in subsections 5.2, 5.3 and 6.6.

7.5 Acknowledgement

The Contractor acknowledges and agrees that, except as expressly stated in this agreement, the

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Contractor will not be entitled to, and the Village will not be obligated to pay, any monies other than the compensation for the Animal Control Services provided.

8) TELEPHONE AND COMMUNICATION SERVICES

8.1 Telephone Service

The Village will, at its own expense, supply a cell phone to be attended by the Contractor to receive calls for animal control service. The cell phone shall only be used for fulfilling the duties relating to this Agreement. The Contractor is aware the assigned phone number will be made available to the public.

8.2 Email Service

The Village will, at its own expense, supply an email address, for the use of the Contractor for the purposes contained within this Agreement. The email address will be linked with the Cell Phone provided to the Contractor.

9) CONTRACTOR'S COVENANTS

9.1 Compliance with this Agreement and Bylaws

The Contractor will carry out and obey every reasonable order and instruction given by the Village pursuant to this Agreement and the Bylaws, and shall observe and enforce the terms and conditions of the Bylaws in a professional and humane manner.

9.2 Compliance with the Laws

The Contractor will comply with all federal, provincial, municipal and local laws, regulations and ordinances applicable to the Animal Control Services.

9.3 Permits

The Contractor will, at its own expense, procure all permits, insurance, certificates and licenses required by the Agreement or required to perform the *Animal Control Services*.

9.4 Maintaining Records and Submission of Records to the Village

The Contractor shall, in accordance with the *Bylaw* and under the direction of the *Bylaw Enforcement Supervisor*, maintain complete logs which detail the time of calls, the addresses of calling parties, the nature of complaints, the actions taken by the Contractor to rectify the complaints in question and keep record of the animals kept in the *Pound* for any duration of time. The logs shall be provided to the *Bylaw Administrative Coordinator* once every two weeks and will be stored on the Village server. An annual report detailing all actions taken by the Contractor shall be provided by the Contractor to the *Bylaw Enforcement Supervisor*, not later than January 7th of each year of the term of this agreement.

9.5 Worker's Compensation

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The Contractor will, during the Term, maintain Worker's Compensation Registration in order to fully protect themselves, its employees, as may be required by the law, and shall, within fourteen (14) days of the signing of this Agreement, demonstrate proof to the Village of good standing with the Worker's Compensation Board. The Contractor will comply fully at all times with the Worker's Compensation Boards' rules and regulations.

9.6 Public Relations

The Contractor and its employees shall exercise good public relations in carrying out the *Animal Control Services* under this Agreement.

9.7 Contractor's Vehicle

The Contractor shall not park or store, or permit to be parked or stored, any patrol vehicle or equipment of the Contractor on any municipal streets or provincial highways, except as may be necessary or incidental to carrying out the *Animal Control Services* under this Agreement.

9.8 Protection of Property and Animals

The Contractor will use due care and take all reasonable precautions to ensure the protection of persons, property and the animals within the *Animal Control Service Area*. The Contractor will be liable for all injury or damage which may occur to persons, property or to the animals within the *Animal Control Service Area* due to any act, omission, neglect or default of the Contract or its employees, workers, or agents under this Agreement or the Bylaw.

9.9 Private Property

The Contractor acknowledges they have no jurisdiction to enter into any enclosed areas on private property without the expressed consent of the land owner or occupier to do so. In the event a complaint is received that would require unauthorized entry into an aforementioned enclosed area, the Contract must first contact the *Bylaw Enforcement Supervisor* for direction, or in their absence and in the event of an emergency, contact the RCMP.

9.10 Duty to Report

Should the Contractor witness or receive reports of animal cruelty taking place, the Contractor has a duty to report this information to the BC Humane Society (North Cariboo District Branch), the RCMP, and the *Bylaw Enforcement Supervisor*.

10) INSURANCE

10.1 Contractor's Insurance

The Contractor, at its cost pursuant to sub-section 7.2, will obtain and keep in force throughout the Term:

- a) Comprehensive general liability insurance against claims for personal injury, death or property damage (including without limitation fire, legal liability and contractual liability) arising from, occurring upon or in or about the Lands and the Pound in an amount of not less

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than \$2,000,000 per occurrence for bodily injury to any one or more persons or property damage and such greater amounts as the Village may reasonably require from time to time, and;

- b) Standard automobile insurance, covering all licensed vehicles owned by the Contractor, registered in the name of the Contractor, or any of its employees, and used in the performance of the Animal Control Services. Such insurance shall include liability insurance for bodily injury and property in an amount of not less than \$2,000,000, inclusive.

10.2 Policies

The Contractor will affect all policies with insurers satisfactory to the Village. The Contractor will cause its insurance policies to also cover the Village, and anyone employed directly or indirectly by the Contractor to perform a part of parts of the *Animal Control Services*. The Contractor will cause its insurance policies to contain a waiver of the insurer's subcontractors, and the Contractor hereby waives its rights of subrogation against such parties. The Contractor will cause liability insurance to name the Village as additional insured with cross-liability and severability of interest endorsements. The Contractor will, within 30 days of the commencement of this contract agreement, provide to the Village insurance certificates with respect to such requirements. If the Contractor fails to purchase or keep in force such insurance, the Village may affect such insurance, at the Contractor's cost.

11) INDEMNITY

11.1 Contractors Indemnity

The Contractor hereby indemnifies and saves harmless the Village, its officers, employees, contractors, subcontractors and agents from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description, which the Village may suffer or incur or be put to arising out of or in connection with any default by the Contractor in observing and performing its obligations under this Agreement or arising as a result of the Contractor's performance of the *Pound Keeper* duties and *Animal Control Services*.

12) MISCELLANEOUS

12.1 Independent Contractor Relationship

The Contractor agrees to perform the *Animal Control Services* solely as an independent contractor. The parties to this Agreement acknowledge and agree that this Agreement does not create any actual or apparent agency, partnership or relationship of employer and employees between the Village and the Contractor, or the Village and any of the individuals comprising the Contractor. Further, the Village and the Contractor acknowledge and agree that the Village will not be liable for taxes, Worker's Compensation premiums, unemployment insurance, employer's liability insurance, social security, withholding tax or any other taxes for or on behalf of the Contractor or the individuals comprising the Contractor. All such costs and taxes shall be the responsibility of the Contractor.

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12.2 Joint and several liability of the Contractor

The individuals comprising the Contractor, as set out in this Agreement, will be personally liable as well as jointly and severally liable for the obligations and the liabilities of the Contractor under this Agreement, including but without limitation the indemnity of the Contractor as set out in subsection 10.1.

12.3 Assignment

The Contractor will not assign or transfer this or any part of this Agreement without the prior written consent of the Village, which consent may be withheld by the Chief Administrative Officer's in their discretion.

12.4 Severability

In the event that any part of this Agreement is deemed void or invalid by a Court of competent jurisdiction, the remaining provisions, or parts thereof, shall be and remain in full force and effect.

12.5 Governing Law

The provisions of this Agreement shall be governed and interpreted in accordance with the laws of the Province of British Columbia.

12.6 Entire Agreement

Except as expressly set out herein, there are no representations, warranties, conditions or collateral agreements between the Village and the Contractor, and this Agreement constitutes the whole of the agreement between such parties with respect to the *Animal Control Services*.

12.7 Notice

All notices and communications pursuant to the Agreement shall be in writing between the two parties and will be deemed to have been received by the addressee if delivered to the individual, or to a member of the firm, or to any officer of the Village for whom they are intended, or if delivered by hand, sent by mail or fax addressed as follows:

To the Village at:

735 Cranberry Lake Road
PO Box 168
Valemount, BC. V0E 2Z0
Phone: 250-566-4435
Fax: 250-566-4249

To the Contractor at:

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12.8 Independent Legal Advice

The Contractor acknowledges and agrees that they have obtained independent legal advice with respect to the contents and consequences of this Agreement and has signed this Agreement of their own free will.

12.9 No Derogation

Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the Village in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Village and the Pound as if this Agreement had not been executed and delivered by the Village.

12.10 Counterpart Execution

This Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties to this Agreement had signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

12.10 No Fettering of Discretion

Notwithstanding any other provision of this agreement, none of the provisions of this agreement is intended to operate, nor will have the effect of operating, in any way to fetter the municipal council which authorized the execution of this agreement or any of its successor councils in the exercise of any of councils' discretionary powers, duties or authorities. The Contractor hereby acknowledges that it will not obtain any advantageous consideration or treatment by virtue of it having entered into this agreement or by virtue of the existence of this agreement.

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IN WITNESS WHEREOF the parties have signed this agreement as of: _____

Village of Valemount

Authorized Signature

Printed Name and Title

[Name of Contractor]

Authorized Signature

Printed Name

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