

THE CORPORATION OF HALDIMAND COUNTY

By-law No. 151 /01

Being a By-law to authorize the Mayor and the Clerk to enter into an agreement with the Welland and District S.P.C.A. for the provision of Animal and Canine Control Services.

WHEREAS Subsection 101.(1) of the Municipal Act, R.S.O. 1990, c.M.45, as amended, provides that a Municipal Council shall execute its powers by by-law;

AND WHEREAS the Council of the Corporation of Haldimand County deems it expedient to enter into an agreement with the Welland and District Society for the Prevention of Cruelty to Animals (S.P.C.A.) for the provision of animal and canine control services within the geographic limits of Haldimand County;

NOW THEREFORE the Council of the Corporation of Haldimand County enacts as follows:

1. THAT the Mayor and Clerk are authorized to execute an agreement between the Corporation of Haldimand County and the Welland and District S.P.C.A. for the provision of animal and canine control services and that this agreement be shown as Schedule "A" attached hereto and forming part of this By-law;
2. This by-law shall come into force and take effect on the date of passing.

READ a first and second time this 26th day of November, 2001

READ a third time and finally passed this 26th day of November, 2001

L. Bergstrand

MAYOR

J. Lankester

CLERK

15/01

SCHEDULE "A" TO BY-LAW NO. 151/01

AGREEMENT

BETWEEN

THE CORPORATION OF HALDIMAND COUNTY

AND

THE WELLAND AND DISTRICT S.P.C.A.

November, 2001

THIS AGREEMENT made the _____ day of _____, 2001.

BETWEEN

THE CORPORATION OF HALDIMAND COUNTY
(hereinafter called "Haldimand County")

OF THE FIRST PART

AND

THE WELLAND AND DISTRICT S.P.C.A.
(hereinafter called "S.P.C.A.")

OF THE SECOND PART

WHEREAS Haldimand County wishes to retain the services of the S.P.C.A. for the administration, inspection and enforcement of Haldimand County's Animal and Dog Control By-law and other provincial legislation and for that purpose has requested that the S.P.C.A. provide these services;

AND WHEREAS it has been agreed upon by the parties hereto that the administration, inspection and enforcement services shall be provided by the S.P.C.A. to the municipality upon the terms and conditions herein set out;

NOW THEREFORE this agreement witnesseth that in consideration of the terms and conditions herein contained, the parties hereto hereby covenant and agree as follows:

DEFINITIONS

- a. "By-law" means the Animal and Dog Control By-law for Haldimand County, being By-law No.
- b. "Legislation" means the following provincial statutes: Animals for Research Act, R.S.O. 1990, c.A.22, as amended; Pounds Act, R.S.O. 1990, c.P.17, as amended; Dog Owner's Liability Act, R.S.O. 1990, c.D.16, as amended; Health, Protection and Promotion Act, R.S.O. 1990, c.H.07, as amended; Livestock, Poultry and Honeybee Protection Act, R.S.O. 1990, c.L.24, as amended; Dead Animal Disposal Act, R.S.O. 1990, c.D.3, as amended.

"Manager" means the Manager and Chief Building Official of the Building and By-law Enforcement Division of Haldimand County or his designate.

Part 1 PURPOSE

- 1.1 This Agreement defines the framework within which the S.P.C.A. will provide Haldimand County services to administer and enforce the provisions of the By-law and Legislation.
- 2 This Agreement may, by mutual agreement, be amended in writing from time to time, to reflect changes in the programs of the parties to this Agreement, and/or as a result of changes in legislation or provincial policies, and/or as a result of subsequent discussions between the parties.

Part 2 DUTIES AND RESPONSIBILITIES

2. Haldimand County and the S.P.C.A. jointly agree that:

this Agreement is applicable to all of Haldimand County;

they will adhere to the schedule of fees and methods of collection or payment for the services as outlined in the By-law;

the terms and fee schedule in the By-law shall be reviewed after 12 months;

the parties will co-ordinate the collection of all dog tag fees.

2.2 Haldimand County agrees to:

provide an advisory services to the S.P.C.A. and assist in developing guidelines and policies in respect to the S.P.C.A.'s responsibilities this Agreement.

2.3 The S.P.C.A. agrees to:

2.3.1 investigate all complaints with respect to any animal or dog control issue, undertake compliance counselling and prepare reports for abatement action if necessary;

provide Haldimand County with monthly reports related to all activities undertaken pursuant to this Agreement, in a form provided by the Haldimand County;

provide any clerical services required to fulfil its duties responsibilities pursuant to this Agreement, including but not limited to reception, typing reports, computer data entry, document preparation, and data management and maintenance, filing and mailing activities;

attend meetings of Haldimand County Council, when requested;

generally enforce the provisions of the By-law and the Legislation.

2.4 Without limiting the duties agreed to in Section 2.3, the S.P.C.A. shall provide the specific services to Haldimand County:

Administrative Services

- provide the services of a valuer of livestock, poultry and honeybees for the purpose of the Livestock, Poultry and Honeybee Protection Act.

administer the provisions of the By-law applicable to licensing dogs and imposing licensing fees upon owners.

issue dog licenses and provide dog tags in accordance with the provisions of the By-law.

- be responsible for the collection of all licence fees, other than those paid directly to the County Clerk.

account for all license fees, including those which the County Clerk advises that he has received, for the purpose of determining the S.P.C.A.'s 20% share.

pay the cost of dog tags, advertising, travel and other administrative expenses in connection with its duties under this section.

- serve as "Poundkeeper" for the municipality in accordance with the provisions of the By-law.

Inspection Services

- make a general patrol of the entire Haldimand County twice per week to a minimum of twelve (12) hours weekly.

respond, on a complaint basis, to allegations of breaches of the By-law or the Legislation.

Enforcement Services

conduct investigations of alleged breaches of the By-law and the Legislation.

- achieve compliance with the By-law through resolution of breaches or through prosecution.
- enforce additional municipal by-laws that may be enacted from time to time pertaining to the control and keeping of animals.

expeditiously respond to complaints from members of the public with respect to matters contained in the By-law.

enforce within the municipality the provisions of the Dead Animal Disposal Act, R.S.O. 1990, c.D.3, as amended, the Dog Owners Liability Act, R.S.O. 1990, c.D.16, as amended, and their respective successor statutes, if any, from time to time.

feed and care for dogs impounded pursuant to the By-law

Prosecution and Court Services

institution of prosecution for breaches of the By-law and the Legislation

service of any Summons to compel attendance of a defendant before the Courts.

attendance at Court appearances.

conduct of guilty pleas and/or trials under the *Provincial Offences Act* for breaches of the By-law.

a report to Haldimand County with respect to the disposition of any prosecution under the By-law.

2.4.5 Other Services including Impoundment Services

- remove, impound, relocate, euthanize or otherwise dispose of animals not caught in humane traps, but otherwise confined or captured on private property, whether wild or domestic animals, in accordance with the discretion and powers conferred by the relevant municipal by-laws and provincial statutes.

remove, impound, relocate, euthanize or otherwise dispose of animals caught in humane traps, whether wild or domestic animals, in accordance with the discretion and powers conferred by relevant municipal by-laws and provincial statutes.

all animals taken into custody under the Agreement shall either be returned to their owner(s) forthwith or taken to and maintained at the proponent's compound, or other approved location, until released to the owners or legally disposed of.

- capture or receive and impound stray dogs.

capture or receive and impound stray cats.

capture or receive and impound such other species which may properly be held in the custody of the pound keeper under the terms of the relevant legislation.

remove and dispose of stray animal carcasses from roadways, road allowances or other municipal property.

remove and dispose of stray animal carcasses, wild or domestic from private property.

dispose of all animal carcasses received, through pathological incineration, or other methods, which meet with approval of the relevant health and environmental authorities and subject to the approval of the Manager.

- investigate all reported animal to animal biting instances, reporting same to the Canadian Food Inspection Agency.

patrol roadways, road allowances and other public lands for the purpose of observing municipal by-law infractions.

- provide, upon request, humane traps to persons residing within the area of operations for the purpose of assisting in the capture of nuisance wildlife on private property.

2.5 The S.P.C.A and Haldimand County may, by mutual written agreement, amend or alter the services described in 2.4 above subject to any such amendment being in accordance with the terms and provisions of the By-law and the Legislation.

2.6 The S.P.C.A. shall provide the following services which are considered to be emergency services,

24 hours each day on each and every day, including Saturdays, Sundays, and Statutory Holidays, throughout the duration of the term of the Agreement:

- a) Render assistance to the Haldimand County Fire Department, the Ontario Provincial Police, the Ministry of Transportation Ontario, any Department of Haldimand County and any member of the public with respect to any situation involving:
 - i) the safety of an animal; or,
 - ii) the safety of a member of the public because of a risk of harm, real or reasonably apprehended, which might be caused by an animal.
- b) Remove and/or euthanize an animal which is injured; or is in immediate danger of injury or death; or which poses a real or reasonably apprehended risk of harm to a member of the public.
- c) The S.P.C.A. shall respond to the location of the emergency at any time for the above listed matters without choice of favour, and within a maximum of 45 minutes unless otherwise permitted by the requestor.

The S.P.C.A., when called out by the Haldimand County Fire Department, the Ontario Provincial Police, the Ministry of Transportation Ontario, or a Department of Haldimand County shall forthwith telephone the service requestor and provide an estimated time of arrival.

In cases where the S.P.C.A. fails to respond to an emergency call out and another service provider has to be retained, the cost for retaining the alternate service provider shall be deducted from the monthly service fee normally paid to the S.P.C.A..

The S.P.C.A shall ensure that all instances of animals biting, scratching, or otherwise injuring humans and any other type of exposure or contact between a human and an animal suspected of carrying rabies, are immediately reported to the Haldimand-Norfolk Health Unit.

If requested to do so by the Haldimand-Norfolk Health Unit, Environmental Health Branch, and subject to the Health Protection and Promotion Act, R.S.O. 1990, c.H.7 the S.P.C.A. shall:

- a) Capture, collect or otherwise receive and impound animals having injured, or caused rabies related exposure to, humans for a period as required by the Medical Officer of Health; and,
 - b) Quarantine said animals if and as required; and,
 - c) Pursuant to an inspection of said animal by a Haldimand-Norfolk Health Unit, Environmental Health Branch, Public Health Inspector and subject to authorization by the Inspector, release such animal as have been quarantined at the expiration of the quarantine period.
 - d) The S.P.C.A. shall perform such other duties related to animal control within the area of operations as may be required by the Haldimand-Norfolk Health Unit, Environmental Health Branch, from time to time, including but not limited to live animal collections for rabies testing and, when known, the provision of rabies vaccination information for dogs and cats.
- 2.8. The S.P.C.A. shall designate one or more of its employees as Directors, Inspectors/ Provincial Offences Officers as may be required, provided same are qualified in accordance with provincial legislation. Such persons shall be deemed for such purposes to be agents of the S.P.C.A. when

acting on execution or intended execution of any duty or authority under the Animals for Research Act, the regulations, or this Agreement.

- 2.8.2 The S.P.C.A. shall ensure that its employees and agents are qualified to use a firearm and hold the appropriate permits to do so, or be able to earn such qualification and obtain said permits within six months of being awarded the contract. Said qualification and permits are to be to the satisfaction of the Ontario Provincial Police.
- 2.8.3 The S.P.C.A. shall ensure that its employees and agents operate and maintain a pager or a cellular phone for the purpose of receiving calls from the Haldimand County Fire Department, the Ontario Provincial Police, the Ministry of Transportation Ontario, or any Haldimand County department or division required to do so as carrying out their municipal duties.

Part 3 INDEMNIFICATION

3. The S.P.C.A. shall indemnify and save harmless Haldimand County, its officials, officers, employees and agents against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses including defence costs or loss which Haldimand County may bear, suffer, incur, become liable for or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the S.P.C.A. of any provision of this Agreement, or by reason or arising out of the use of any S.P.C.A. facility or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default or omission by the S.P.C.A. or of any of its agents or employees or any other person or persons, in, on, or about any S.P.C.A. facility.
- 3.2 The S.P.C.A. covenants that the indemnity herein contained shall extend to all claims, loss, costs and damages by reason of or arising out of improper or faulty erection or construction of the structures erected or installed in connection with this contract by the S.P.C.A., its servants or agents, whether or not these have been approved by Haldimand County, its servants or agents. The rights to indemnity contained in this paragraph shall survive any termination of this Agreement, anything in this Agreement to the contrary notwithstanding.

Part 4 INSURANCE

4. The S.P.C.A. shall maintain errors and omissions insurance for its employees and agents acting on its behalf under this Agreement in the amount of not less than \$1,000,000 dollars per claim made under the insurance policy.
- 4.2 The S.P.C.A. shall maintain during the term of this Agreement property damage and Commercial General Liability insurance (#IBC2100 or as amended) in amount and with policies in a form satisfactory to Haldimand County, determined from time to time by Haldimand County, with insurers acceptable to Haldimand County.
- 4.2.1 In particular:
- a) Each policy shall name Haldimand County as an additional insured as its interest may appear and in the case of such Commercial General Liability insurance shall contain provision for cross liability and severability of interest as between Haldimand County and contractor;

- b) The S.P.C.A. shall obtain from the insurers undertakings to notify Haldimand County in writing at least thirty (30) days prior to any cancellation, material change thereof, or non-payment of premium;

4.2.2 The minimum amount of Public Liability and Property Damage Insurance shall be \$3,000,000 each occurrence. Depending on the nature of the contract, further insurance endorsements may be required by Haldimand County.

The S.P.C.A. shall also maintain such Fire & Theft Insurance, including dishonesty of any employee or agents hired by the proponent, as will provide adequate coverage for the loss by burglary, fire, or theft of any stock or equipment of the S.P.C.A.'s upon Haldimand County premises.

4.3 The S.P.C.A. shall provide and maintain Standard Owner's Form Automobile Policy providing Third Party Liability and Accident benefits Insurance and covering licensed vehicles owned or operated by or on behalf of the S.P.C.A., of not less than Two Million (\$2,000,000) Dollars inclusive per occurrence for bodily injury, death and damage to property, endorsed to provide Haldimand County with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.

The S.P.C.A. shall further provide evidence of "Non-Owned" Automobile coverage endorsed, if applicable.

Certificates of insurance originally signed by authorized insurance representatives shall be delivered to Haldimand County prior to the commencement of any work required under the contract and for all policy renewals thereafter during the time that the contract is in effect within sixty (60) days of their renewal date.

The insurance certificates and policies shall contain a provision that the insurer shall not cancel or materially change coverage as would effect the contract without providing Haldimand County at least thirty (30) days prior written notice.

All insurance coverage to be provided by the S.P.C.A. for this contract shall be primary and not call into contribution any other insurance coverage available to Haldimand County. The S.P.C.A. shall not do or omit to do anything, which would impair or invalidate the insurance policies.

4.4 In the event that the S.P.C.A. fails to take out or maintain insurance as required pursuant to the provisions of this Agreement, Haldimand County may, at its option, be entitled to terminate this Agreement forthwith or in the alternative, Haldimand County shall have the right to take over and maintain the required insurance and the S.P.C.A. shall be required to pay Haldimand County any premium paid by Haldimand County under the terms of any such insurance policy.

Part 5 COMPENSATION

5.1 The County agrees to pay the S.P.C.A. \$11,070 monthly inclusive of all taxes and expenses as compensation for the services to be performed pursuant to the provisions of this Agreement.

5.2 In addition to the payment noted in section 5.1 above, the S.P.C.A. shall be entitled to retain a commission on the issuance of dog licenses sold as follows:

- a) On all dog licenses sold prior to January 1st of each year, 20% of sales revenue, with the balance of the revenue accruing to Haldimand County.
 - b) On all dog licenses sold after January 1st of each year, 20% of sales revenue, with the balance of the revenue accruing to Haldimand County (The Licence fee after January 1st includes a late fee).
- 5.3 The balance of dog tag revenues shall be remitted to Haldimand County quarterly on March 31, June 30, September 30 and December 31 of each year.
- 5.4 The parties acknowledge and understand that any fine revenue generated by provincial offence prosecutions is and remains the property of Haldimand County.

Part 6 ANIMAL SHELTER

6. The S.P.C.A. shall provide the appropriate facilities in order to allow it to fulfil its obligations pursuant to the provisions of this Agreement.
- 6.2 The S.P.C.A. shall provide a clean business office space sufficient to perform its obligations pursuant to the provisions of the By-law as outlined in this Agreement. The office shall be accessible to the public during the following hours:

Hours of Operation for the animal Control Services provider shall be as follows:

Non-Emergency Services:

November 1 st to April 30 th	Monday to Friday, 9:00a.m. to 5:00 p.m. Saturday, 9:00a.m. to 1:00p.m.
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May 1 st to October 31 st	Monday to Friday, 9:00a.m. to 7:00p.m. Saturday, 9:00a.m. to 1:00p.m.
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Emergency Services:

On Call	24 Hours per day – 7 days per week
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NOTE: The hours of operation are subject to amendment pursuant to mutual written agreement between the parties prior to the execution of the Agreement.

- 6.2 The S.P.C.A. shall ensure that the facility provides a secure and suitable shelter for the holding or housing of animals.
- 6.3 The S.P.C.A. must have exclusive control over their office and shelter.
- 6.4 The S.P.C.A. office and shelter shall be located at S.P.C.A., Provincial Street, Welland, Ontario L8B 5W7. The location of the building and shelter at these locations shall form a part of this Agreement and the S.P.C.A. shall not relocate without the written approval of the Manager, said approval not to be unreasonably withheld and, subject to the terms and conditions as the Manager sees fit.

- 6.5 The Manager shall retain the right to attend any S.P.C.A. facilities to inspect the premises, to inspect the animals and the records pertaining thereto, and to review administrative and operational procedures.
- 6.6 The S.P.C.A. must maintain a secure drop box at their facilities that is accessible from the roadway for the receipt of documents after hours.
- 6.7 The S.P.C.A. must install and maintain such equipment as is necessary for the proper operation of its facilities.
- 6.8 The S.P.C.A. must maintain adequate insurance against damage or loss by fire or other occurrence respecting its facilities in accordance with the provisions of the By-law. Said insurance coverage must be to the full insurable value of all subject building(s) and, in the event of loss, the amount of the insurance must be applied to the reconstruction of the premises unless otherwise authorized by the Manager, in writing.

Part 7 EQUIPMENT

7. The S.P.C.A. shall ensure that it leases or owns reliable vehicles suitable for transporting multiple animals.

7.2 The S.P.C.A. shall ensure that its vehicles are equipped with the following, as a minimum:

- a. yellow flashing or revolving emergency roof lights
- b. two way radio or cellular telephone
- c. spot light
- d. fire arms
 - 12 gauge shot gun
 - small caliber rifle
 - CO2 powered tranquilizer gun
- e. 1 extra large dog crate
- f. 1 puppy crate
- g. 2 cat cages
- h. 1 animal stretcher
- i. 1 rubberized net with 4' – 6' handle (suitable for birds and rodents)
- j. 1 pair steel mesh wild life gloves
- k. 1 pair work gloves
- l. 1 pair disposable rubber or latex gloves
- m. 1 quick release dog capture pole (4')
- n. 1 quick release dog capture pole (8' expandable)
- o. 1 cat grasper
- p. 1 spade
- q. 1 shovel
- r. 1 flashlight
 - 1 first aid kit
- t. 2 disposable emergency blankets
- u. 6 road flares
- v. 1 safety vest
- w. 1 ABC type fire extinguisher (5lb.)

- x. 1 Euthanasia Kit
 - disposable syringes
 - supply of T-61
 - supply of Atravet

7.3 Subject to the approval of the Manager, the S.P.C.A. may contract the use of the items listed above. Where such contract has been entered into, the S.P.C.A shall be exempt from the above noted provision.

7.4 The S.P.C.A. shall bear all costs and expenses for the purchase or lease and maintenance of the vehicle and all equipment.

7.5 There shall be clearly indicated upon the vehicle, by crest or other marking, its function as an animal control services vehicle.

7.6 The S.P.C.A. shall have full and immediate access to a truck and trailer or other vehicle suitable for the transportation of farm animals and large wild animals, including but not limited to cattle, horses, deer, swine, and goats.

7.7 The S.P.C.A. must, upon request, provide for inspection satisfactory proof that:

- a) all vehicles utilized in the provision of Canine and/or Animal Control Services are properly registered and licensed; and,
- b) the S.P.C.A. business has all required licenses, permits, certifications, and authorizations.

Part 8 REPRESENTATION AND WARRANTY OF THE S.P.C.A.

8.1 The S.P.C.A. hereby warrants and represents that it has the expertise to provide to Haldimand County the services identified in this Agreement.

8.2 The S.P.C.A. hereby warrants and represents that its employees and agents shall be well qualified, trained and experienced in all aspects of the duties and responsibilities required to be performed pursuant to the provisions of this Agreement.

8.3 The S.P.C.A. hereby warrants and represents that its equipment is in good working condition and that it has ready access to all materials and accessories required for the completion of this Agreement.

PART 9 RECORDS

9. The S.P.C.A. shall be required to complete and maintain any records required to be maintained pursuant to the provisions of the By-law or related to the matters set out in this Agreement. Further, the S.P.C.A. shall complete and maintain records evidencing the completion of the services to be provided to Haldimand County pursuant to Section 2.4 of this Agreement.

9.2 The S.P.C.A. shall, at their own expense, be responsible for obtaining, maintaining and keeping available for inspection and copying all Haldimand County and any other licenses, building and other permits, necessary to permit them, their employees or company to carry out the requirements of this Agreement.

- 9.3 The S.P.C.A., for the purposes of the administration and enforcement of the By-law shall collect statistical and other information and keep such records including financial records. Haldimand County may require information from the S.P.C.A. concerning the administration of the By-law and the S.P.C.A. will provide such information from time to time in a form stipulated by Haldimand County.
- 9.4 The S.P.C.A. shall maintain complete records of all animals received, collected, impounded, and euthanized.
- 9.5 The S.P.C.A. shall maintain complete records of all dead animals collected and disposed of.
- 9.6 Haldimand County may audit on an annual basis and at Haldimand County's own expense, the work being done by the S.P.C.A. and the records related hereto.

PART 10 INSPECTION BY HALDIMAND COUNTY AND COMPLAINTS PROCESS

Employees of the Building and By-law Enforcement Division or other persons authorized by the Manager may attend any facility of the S.P.C.A. between the hours of 9:00a.m. to 5:00 p.m., Monday to Friday, and inspect the office, shelter and operation records to ensure compliance with the Agreement.

10. 2 Haldimand County shall notify the S.P.C.A. in writing as to any deficiency or infraction and the time within which corrective action must be taken.

The S.P.C.A. will comply with any requirements set out on the notice, and correct any deficiencies or infractions within the specified time period.

Any appeal with respect to an inspection requirement, or the period of time allowed for compliance, must be made in writing to the Manager and the decision of the Manager will be final and binding.

- 10.2 In the event of a public complaint regarding the conduct of the S.P.C.A., the following policy and procedure shall apply:

- a) All complaints will be forwarded, in writing, to the Manager.
- b) Upon receipt of a complaint, the Manager shall investigate the matter, give due consideration to all factors pertaining thereto including an opportunity by the S.P.C.A. to respond and may, at his absolute discretion, pursue whatever avenue of inquiry seems most appropriate to the circumstances.
- c) The S.P.C.A. will be notified in writing of the decision, if any, rendered by the Manager resolving the complaint.
- d) The S.P.C.A. shall be bound by the Manager's resolution.

PART 11 W.H.M.I.S COMPLIANCE

The S.P.C.A. shall submit a Material Safety Data Sheet or Information Sheets on all W.H.M.I.S regulated or "controlled substance" materials to be ordered.

The S.P.C.A. shall ensure that all material safety data sheets are current, contain all required information under the W.H.M.I.S legislation (Occupational Health & Safety Act of Ontario, R.S.O. 1990, c.O.1, as amended) and that they are dated and signed for future review.

- 11.3 The S.P.C.A. warrants that the service supplied to Haldimand County conform in all respects to the standards set forth by Federal and Provincial agencies and failure to comply with this condition will be considered a breach of contract.
- 4 The Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, shall govern the operation of these projects. Responsibility for compliance with this Act and Regulations rests exclusively with the S.P.C.A. and may be subject to the scrutiny of Haldimand County authorities. Regulations are available from the Ministry of Labour offices.
- 11.5 The S.P.C.A. shall be required to submit an original Certificate of Good Standing from the Ontario Workplace Safety & Insurance Board on request by Haldimand County and shall provide additional certificates as often as is deemed necessary by Haldimand County during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.
- 11.6 In the alternative to section 11.5 the S.P.C.A. shall provide proof to Haldimand County from the Workplace Safety & Insurance Board that the S.P.C.A. does not require Workplace Safety & Insurance Board Insurance. If the S.P.C.A. changes its status with the Workplace Safety & Insurance Board during the term of the contract such that coverage is required, the S.P.C.A. shall immediately provide Haldimand County with the W.S.I.B. Clearance Certificate.

PART 12 RELATIONSHIP

12. The S.P.C.A. shall for all purposes of the Agreement be considered as an independent contractor, not as an agent or partner of Haldimand County and further, not as creating a joint venture between the S.P.C.A. and Haldimand County.
- 12.2 It is understood and agreed that at all times the S.P.C.A. and any servant or agent who may from time to time carry out the services hereunder on behalf of Haldimand County shall not be deemed to be an employee of Haldimand County.

Part 13 TERMINATION

Any party to this Agreement may terminate the Agreement at any time by providing a minimum of 90 calendar days' written notice to the other party to the Agreement.

- 13.2 If the S.P.C.A. refuses or fails to comply with any of the terms and conditions set out in this Agreement, or with any proper order or request of Haldimand County, and such refusal or failure is not rectified upon receipt by the S.P.C.A. of notice in writing from Haldimand County setting out the particulars of such refusal or failure, Haldimand Council shall have the right at its sole option, to terminate this Agreement forthwith by notice in writing to the S.P.C.A. at the address given by them in the Agreement and thereupon the rights of the S.P.C.A. shall immediately cease, determine and be at an end, and all monies payable and owing to Haldimand County shall

immediately become due and payable and Haldimand County shall not be liable for payment to the S.P.C.A. of any monies whatsoever by reason of such termination.

Where the Agreement is terminated in accordance with section 13.2, Haldimand County without limiting the generality of the foregoing:

- a) may remove any of the S.P.C.A.'s fixtures or chattels, if any, from any premises of Haldimand County, and in that event, neither Haldimand County nor any of its servants, agents or employees shall be liable in damages or otherwise to the S.P.C.A. and there shall be no compensation payable for any improvements made by the S.P.C.A. and such improvements shall become the absolute property of Haldimand County.
- b) shall be deemed free to enter into an agreement with any other person or persons.

13.4 Where the Agreement is terminated for any reason, any and all animals in the care and custody of the S.P.C.A. shall be transported forthwith at the expense of the S.P.C.A. to a facility of Haldimand County's choosing.

13.5 Subject to the provisions of the Bankruptcy and Insolvency Act or any successful legislation or any other applicable legislation, where, during the term of the contract, the S.P.C.A. makes an assignment for the benefit of its creditors, or becomes bankrupt or insolvent, or undergoes reorganization, or makes a proposal to its creditors, or otherwise becomes financially unable to perform this contract, Haldimand County may, at its option, declare the contract immediately terminated. Where Haldimand County declares the contract immediately terminated, Haldimand County shall be entitled to enter into a contract with another party without the consent of the S.P.C.A.. The said declaration of immediate termination of the contract by Haldimand County and Haldimand County's entering into a contract with another vendor shall in no way prejudice any rights or remedies that Haldimand County may have at law against the S.P.C.A.

Part 14 GENERAL PROVISIONS

The S.P.C.A. shall comply with all applicable statutes, laws, by-laws, regulations, ordinances, notices and order whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this contract, and all rules and requirements of the Police and Fire departments, or other governmental authorities, and procure all C.S.A. approvals, if required.

The S.P.C.A. shall, at its own expense, be responsible for maintaining and keeping all municipal, provincial or other licenses, certificates, or approvals necessary to permit their business operations and employees, if any, to carry out the requirements of the Agreement.

14.3 The S.P.C.A. shall not assign this contract or any work to be performed under it without the prior written consent of Haldimand County. Any written consent granted by Haldimand County shall not under any circumstances relieve the S.P.C.A. of its liabilities and obligations under this Agreement and shall be within the sole and unfettered discretion of Haldimand County.

14.4 If any term, covenant or condition of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and/or the application of such term to circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or condition of this Agreement shall be separately valid and

enforceable to the fullest extent permitted by law.

14.5 In order to maintain an acceptable standard of service, meetings will be held at the direction and convenience of the Manager. Periodic meetings will be scheduled and representation at these meetings, which will be known as "Animal Control Service Meetings" will include an authorized representative of:

- (a) the S.P.C.A. having authority to act on its behalf; and,
- (b) the Building and By-law Enforcement Division; and,
- (c) such other persons as may be invited by the Manager.

Any written notice, or any other thing to be given or delivered pursuant to the Canine and/or Animal Control Services agreement shall be deemed properly given if delivered personally or mailed by registered mail:

- (a) To the Manager
Haldimand County, Greendale Drive, Unit 2, Caledonia, ON N3W 2N5
- (b) To the S.P.C.A.
Provincial Street
Welland, Ontario
L8B 5W7

And such notice shall be deemed to have been given at the time it was personally delivered, or three (3) calendar days from the date of mailing, as the case may be.

This Agreement sets forth all of the covenants, agreements and conditions between the S.P.C.A. and Haldimand County and there are no other covenants, agreements, conditions or representations either oral or written between them other than are herein.

Part 15 TIME FRAME FOR IMPLEMENTATION

This Agreement will take effect on the 1st day of July of the year 2001 and will remain in effect until December 31, 2004.

The parties have duly executed this Agreement.