

**THIS AGREEMENT MADE AS OF THE 1<sup>ST</sup> DAY OF January, 2022.**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF NORTH BAY  
(Hereinafter referred to as “the City”)**

**OF THE FIRST PART**

**- and -**

**THE NORTH BAY & DISTRICT SOCIETY FOR THE PREVENTION  
OF CRUELTY TO ANIMALS  
(Hereinafter referred to as “the Humane Society”)**

**OF THE SECOND PART**

**WHEREAS** the City has enacted a number of by-laws dealing with the control of animals;

**AND WHEREAS** the City and the Humane Society have agreed that the Humane Society shall act as the City’s Pound Keeper and Animal Control Officer with respect to the enforcement of such by-laws enacted by the City;

**AND WHEREAS** the annual grant to the Humane Society is to be continued with this Service Agreement with the intention that the fees payable hereunder shall not increase for the duration of this three (3) year agreement.

**IN CONSIDERATION** of the sum of two dollars and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. DEFINITION:**

For the purposes of this Agreement, the term “animal” shall include dogs, cats and any other domestic animal.

**2. THE CITY AGREES:**

- a) To appoint the Humane Society and does hereby appoint the Humane Society as Pound Keeper and Animal Control Officer for the City with the duties of such Pound Keeper and Animal Control Officer to be exercised by the Humane Society to pick up and impound any animals in accordance with the provisions of the City’s by-laws.
- b) To appoint the Humane Society and does hereby appoint the Humane Society employees as Provincial Offences Officers pursuant to the Provincial Offences Act and delegations made thereunder.
- c) To pay the Humane Society as remuneration for its services as Pound Keeper and Animal Control Officer:
  - i. commencing January 1, 2022 up to and including December 31, 2022 the annual sum of \$377,265.00 payable monthly, in advance, in equal instalments of \$31,438.75; and
  - ii. commencing January 1, 2023 up to and including December 31, 2023 the annual sum of \$381,037.00 payable monthly, in advance in equal instalments of \$31,753.08; and
  - iii. commencing January 1, 2024 up to and including December 31, 2024 the annual sum of \$384,848.00 payable monthly, in advance in equal instalments of \$32,070.67.
- d) To grant to the Humane Society and does hereby grant to the Humane Society the right to dispose of all animals impounded by the Humane Society all in accordance with City by-laws.

- e) To grant to the Humane Society and does hereby grant to the Humane Society the right to dispose of the carcasses of all animals lawfully impounded and lawfully destroyed or found dead in accordance with the City by-laws and not to charge tipping fees therefor.
- f) To grant to the Humane Society and does hereby grant to the Humane Society the right to collect and retain all pound fees, fines, destruction and disposal fees levied by the Humane Society in accordance with the scale of fees and penalties authorized by the Humane Society and including licence fees for all licences issued both by the City and the Humane Society as agents for the City.

**3. THE HUMANE SOCIETY AGREES:**

**Shelter:**

- a) To provide an animal shelter capable of providing adequate accommodation for animals impounded, except those requiring isolation during winter months and of meeting the requirements set for this type of building by the Humane Society, and of meeting the requirements of all applicable provincial legislation.

**Officers:**

- b) To employ and supervise such Animal Control Officers (hereinafter referred to as “Officers”) as may be considered necessary and to provide such Officers with adequate vehicles and radio control facilities and to pay all the costs of such Officers and vehicles and radio equipment as provided by the Humane Society.

**Patrols:**

- c) To provide one regularly scheduled patrol of Officers, within the City limits, from 9:00 a.m. to 5:00 p.m. each day from Monday through and including Friday and from 10:00 a.m. to 2:00 p.m. on Saturdays and to provide one regularly scheduled patrol of Officers, in addition to the regular scheduled patrols, to patrol City parks and to respond to calls as promptly as possible each day from Monday through and including Friday and from 10:00 a.m. to 2:00 p.m. on Saturdays.

**Impound:**

- d) To receive, impound and hold for claiming by the owners, any stray animal delivered to the Humane Society’s shelter or any animal received or impounded by the Animal Control Officer, and, if not claimed by the owner, to dispose of such animal by sale or destruction. Owners of licenced dogs and registered cats will be contacted, if possible.

**By-laws & Laws:**

- e) To enforce all City by-laws affecting the control and keeping of animals, as adopted and or amended from time to time, such by-laws including those currently in force in the City, namely:

By-law No. 151-93	Dog Control By-law, and all amendments
By-law No. 74-88	Stoop and Scoop By-law, and all amendments
By-law No. 1998-94	Cat By-law, and all amendments
By-law No. 145-93	Pet Shop By-law
By-law No. 35-96	Parks By-law, and all amendments

**Licences:**

- f) To receive and solicit applications for dog licences and to carry out their licencing procedures according to the procedure approved by the Council at the time of execution of this Agreement.
- g) To arrange for prosecution, on behalf of the City, any of the offences charged pursuant to the City’s by-laws as set out in paragraph (e) above.

- h) To maintain a public education program for neutering dogs and cats.
- i) To continue a Homeward Bound program to return licenced dogs found at large to their owners.
- j) To install in the animal shelter all the equipment necessary for the proper operation of the animal shelter and, in particular, to supply the equipment necessary to humanely destroy unwanted or unclaimed animals. Such equipment must meet the standards set by the Humane Society and comply with the applicable provincial legislation.

**Records:**

- k) To submit to the City Clerk's Office on or before the 15th day of each month, a written statement of the operations of the shelter up to the last day of the preceding month showing:
  - i. the number and type of dog licences issued;
  - ii. personal and licencing information provided by the owner(s); and
  - iii. to respond to specific telephone requests, as required.
- l) To pay all costs of operating and maintaining the Humane Society's shelter.

**Hours:**

- m) To keep the Humane Society's shelter open to the public and in operation from 9:00 a.m. to 5:00 p.m., Monday through Friday and from 10:00 a.m. to 4:00 p.m. on Saturdays and to such other hours as may be agreed from time to time.

**Indemnity:**

- n) To indemnify and save harmless the City in respect of all charges, costs, expenses, suits and damages and claims for loss or accident or injury of any nature or kind whatsoever in connection with the carrying out of this agreement and in connection with the shelter.

**Insurance:**

- o) To insure and keep insured the shelter building for fire and any other hazards and to deposit with the City a policy of liability insurance. Such liability policy shall provide for indemnification of the City and the Humane Society against any loss arising from claims of damage, injury or otherwise in connection with the carrying out by the Humane Society of the terms of this agreement. The Humane Society shall maintain the policy of insurance in force during this agreement. The limits of such policy shall not be less than Five Million Dollars (\$5,000,000.00) inclusive for public liability and property damage and for liability coverage for injury to animals caused by an accident and resulting in death or destruction while in the care, custody and control of the Humane Society. Such policy shall include the Humane Society as the insured and The Corporation of the City of North Bay as an additional insured. The Humane Society shall pay the premium on the policy and shall, upon the execution of this agreement and from time to time thereafter furnish the Chief Financial Officer with a certificate of insurance and with satisfactory evidence that such insurance is in full force and effect and the premiums are paid. In the event any renewal premium is not paid, the City, in order to prevent the lapse of such liability insurance policy may pay the renewal premium or premiums and the Humane Society agrees to pay the cost of such renewal within ten (10) days of the account thereof being rendered to the Humane Society by the City.
- p) Not to release any impounded animal until such animal is licenced according to the current municipal by-law.
- q) To pick up injured animals 24 hours per day, 7 days per week.
- r) That any information provided to it by the City shall be used only for the purpose provided and for no other purpose and in strict compliance with the Municipal Freedom of Information and Protection of Privacy Act.

- s) To provide the City with a valid and current clearance certificate issued by the Workplace Safety and Insurance Board upon execution of this agreement and as further requested from time to time by the City for the duration of this agreement.
  - t) To provide animal handling support to the North Bay Police Service as may be requested by them in executing their duties pursuant to sections 13, 14, and 15 of the Dog Owners' Liability Act, R.S.O. 1990, c.D.16 (as amended).
  - u) To receive and impound any dog delivered to the Humane Society's shelter from the North Bay Police Service pursuant to section 17 of the Dog Owners' Liability Act, R.S.O. 1990, c.D.16 (as amended), and, if required, to dispose of such animal by transfer out of province or by destruction.
4. (a) The term of this agreement shall be from the 1<sup>st</sup> day of January, 2022 to the 31<sup>st</sup> day of December, 2024, inclusive, unless terminated earlier in accordance with the provisions of this agreement.
- (b) The Humane Society agrees to provide the City with a copy of its audited financial statements for the previous year by June 30 of each year for the 12 month period ending December 31 of the previous year, and to provide such further and other financial information as the Chief Financial Officer may request. The accounts of the Humane Society shall be open to inspection by the Chief Financial Officer upon request.
5. This agreement may be terminated by either party upon six (6) months written notice of intention to terminate delivered to the other party by prepaid registered mail at the following address:

FOR THE CITY:

Karen McIsaac, City Clerk  
The Corporation of the City of North Bay  
200 McIntyre St. E.,  
North Bay, Ontario P1B 8V6

FOR THE HUMANE SOCIETY:

Liam Cullin, Executive Director  
North Bay & District Humane Society  
2060 Main St. W.,  
P.O. Box 1383  
North Bay, Ontario P1B 8K5

6. The parties to this agreement may amend the terms of this agreement upon the written consent of both parties to this agreement to any such terms to be amended.

**IN WITNESS WHEREOF** the Parties herein have hereunder caused to be affixed their corporate seals under the hands of their proper signing officers duly authorized in that behalf.

**THE CORPORATION OF THE CITY OF NORTH BAY**

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**MAYOR ALLAN MCDONALD**

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**CITY CLERK KAREN MCISAAC**

*We have authority to bind the Corporation.*

**THE NORTH BAY & DISTRICT SOCIETY FOR  
THE PREVENTION OF CRUELTY TO ANIMALS**

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**Name: STEVEN JOHNSON**

**Title: CHAIR, BOARD OF DIRECTORS**

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**Name: JEFF BEAUDOIN**

**Title: VICE CHAIR, BOARD OF DIRECTORS**

*We have authority to bind the Corporation*