

THIS AGREEMENT made in triplicate this 17th day of December, 2018

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called "Municipality"

OF THE FIRST PART

- AND -

THE WELLAND & DISTRICT HUMANE SOCIETY for the PREVENTION OF CRUELTY to ANIMALS

Hereinafter called "Society"

OF THE SECOND PART

WHEREAS the Municipality deems it necessary to enter into an agreement with the Society for the provision of certain services offered by the Society which address those animals dealt with in the Municipality's by-laws referred to below and in accordance with those services set out in Schedule "A" (the "Animal Control") collectively for those animals located in the boundaries of the Municipality;

AND WHEREAS Society has agreed to enter into an agreement with the Municipality for the purposes of those services as described in Schedule "A" attached hereto and forming part of this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained the parties hereto agree with each other as follows:

1. That between the hours of 8:00 o'clock a.m. and 7:00 o'clock p.m. Monday to Friday and 8:00 o'clock a.m. and 4:00 p.m. Saturday and Sunday, the Society shall provide services for the Municipality in accordance with the terms and conditions as described in Schedule "A" of this agreement.
2. The Society shall respond to Animal Control related calls after hours for the Municipality on an emergency basis only.
3. The Society shall perform all Animal control Services on behalf of the Municipality in accordance with provisions of its Dogs Nuisance by-law (By-law #1450-1992), Dog Control by-law (By-law #97-2010), Exotic Pet By-law (By-law 3448-2013), and its Animals at Large by-law (By-law #2174) currently in place, as approved by the Council of the Municipality, and as amended from time to time.
4. In the event that either or both of the abovementioned by-laws are amended, then this agreement shall be amended accordingly to reflect any necessary changes to the Society's obligations to provide the Animal control provided that such amendments are minor in nature and do not significantly increase the obligations of the Society or its costs to provide such services or if not minor in nature then the Society has consented to the necessary changes to its obligations pursuant to this agreement.
5. The Municipality agrees that the Society will be entitled to all revenue derived from the sale of dog licenses as set out in the dog control by-law for the duration of this agreement.

6. The Municipality agrees to pay the Society within fourteen (14) days following the end of each quarter of the year all revenue collected on behalf of the Society for the sale of dog licenses and the Society hereby agrees that it will make all reasonable efforts to establish, within the boundaries of the Municipality, additional outlets for the sale of dog licenses.
7. The Municipality agrees to pay the Society within fourteen (14) days following the end of each quarter of the year the sum of: \$9,000.00 to a maximum of \$36,000.00 for the year 2019, \$9,225.00 to a maximum of \$36,900.00 for the year 2020, \$9,450 to a maximum of \$37,800.00 for the year 2021 and an optional one year extension for the year 2022 for \$9,750.00 to a maximum of \$39,000.00.
8. The Society shall indemnify and save harmless the Municipality from and against all liability, losses, damages, actions, causes of action, claims, suits, demands, expenses or costs whatsoever that may arise either directly or indirectly from the Society's performance of the duties as described in this agreement.
9. The initial term of this agreement, subject to paragraphs 10 and 11, shall be from the first day of January 2019 until the thirty-first day of December 2021. An optional one year extension for the calendar year 2022 is at the sole discretion of the Municipality. To utilize this option the Municipality must provide written notice of its intent to exercise its right to extend the contract through 2022 to the Society prior to the expiration of the initial term.
10. Either party may terminate this agreement upon ninety (90) days written notice.
11. The Municipality may terminate this agreement upon any breach by the Society of its obligations or covenants contained herein.
12. Upon the expiration of the initial term, this agreement shall remain in force and effect on a month to month basis until negotiated on mutually agreeable terms or terminated by either party in accordance with paragraphs 10 or 11.
13. Any notice, demand, acceptance or request provided for in this agreement shall be in writing and shall be deemed to be sufficiently given if personally delivered or sent by registered mail (postage prepaid) as follows:

To the Municipality at:

Town Clerk
Town of Pelham
P.O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

To the Society at:

Welland & District Humane Society
60 Provincial Street
Welland, ON L3B 5W7

or as such other address as the party to whom such notice is to be given shall have last notified the party giving the notice in the manner provided in this paragraph. Any notice delivered to the party to whom it is addressed in this paragraph shall be deemed to have been given and received on the day it is so delivered to such address. Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth day next following the date of its mailing.

14. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and there are no other written or verbal representations hereto pertaining to the subject matter hereof. Any amendments to this agreement shall be in writing signed by all parties hereto.

15. if any term, clause or provision of this agreement shall be judged to be invalid, the validity of any other term, clause or provision shall not be affected, and any such invalid term, clause or provision shall be deleted from this agreement.
16. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
17. This agreement shall ensure to the benefit of and be binding upon the parties hereto and the respective heirs, executors and administrators, successors, transferees and permitted assigns.

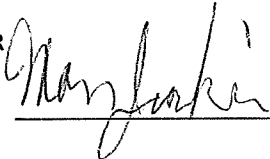
IN WITNESS WHEREOF the Municipality has hereunto affixed its seal under the hands of the Mayor and Clerk and the Society has duly affixed the hand and seal of its authorized officers.

SIGNED, SEALED AND DELIVERED)

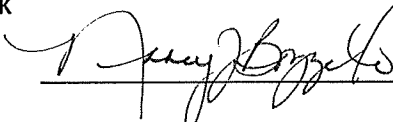
In the presence of)

THE CORPORATION OF THE TOWN OF PELHAM

MAYOR

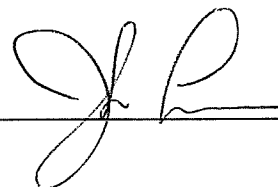


CLERK

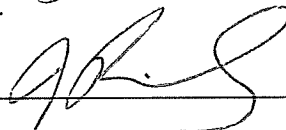


WELLAND & DISTRICT HUMANE SOCIETY

MANAGER



PRESIDENT



SCHEDULE "A"

Terms and Conditions for the Provision of Animal control and Humane Services Provided by the Welland & District Humane Society for the Prevention of Cruelty to Animals (Society) For the Town of Pelham (Municipality)

The **Society** shall undertake to provide the following for the Municipality:

1. All services and materials for the licensing of dogs and the issuance of identification tags for dogs.
2. Provide and maintain accurate records of all dogs licensed within the Municipality.
3. Provide and maintain Animal control services in accordance with the provisions of the Dog Nuisance by-law.
4. Provide and maintain dog control services in accordance with the provisions of the Dog Control by-law currently in place.
5. Provide and maintain Animal Control services in accordance with the provisions of the Animals at Large by-law, currently in place.
6. Provide and maintain Animal Control services in accordance with the provisions of the Exotic Pet By-law currently in place.
7. Provide quarantine services as directed by the Medical officer of health.
8. Provide for euthanasia and disposal of stray dogs and cats.
9. Provide disposal of "Road Kill" animals which have been delivered to the Society by Municipality staff.
10. Issue provincial Offences Notices (Certificate of Offence) for infractions of the Dog Nuisance By-law, Animals at Large By-law, Exotic Pet By-law, and Dog Control By-law currently in place and provide representation in court for the enforcement of such By-laws.

The **Municipality** agrees to pay the Society the following:

1. All revenues from the sale of dog licenses at the end of each yearly quarter.
2. The fee schedules outlined in paragraph 7 of this agreement.
3. \$10.00 per day to a maximum of \$100.00 for each dog or cat ordered to be quarantined by the Medical Officer of health, when the owner of such dog or cat cannot be ascertained.
4. The Municipality shall assume all costs associated with the seizing and keeping animals in accordance with its Animals at large by-law.

Welland & District SPCA

(Welland & District Humane Society)

Town of Pelham

*Animal Control and Humane Service
2019 to 2021*

**Welland & District SPCA
Animal Control Contract Renewal
Revenue & Expense Summary**

**Town of Pelham
2019 to 2021
Animal Control and Humane Services**

**LEVEL OF ANIMAL CONTROL and
HUMANE SERVICE
DEDICATED COVERAGE –TWO PART TIME
OFFICERS**

*Services include ALL
Animal control/ Humane service and shelter expense.*

*(After hours- on call emergency service to respond to injured
animals and to assist municipal emergency services, providing
24/7 service for the Town of Pelham)*

Response time 10 to 20 minutes-per call, on average.

***Town of Pelham
Animal Control Contract 2019 to 2021
Welland & District Humane Society***

| | 2019 | 2020 | 2021 |
|--|------------------------|------------------------|------------|
| <i>Welland & District Humane Society</i> | | | |
| REVENUE | | | |
| Animal Control Contract Proposal | <u>\$36,700</u> | <u>\$36,700</u> | CPI |
| Fourth year cost (2022) | <u>CPI</u> | | |

The management and staff of the Welland & District SPCA are very proud and honored to serve the Town of Pelham as the provider of animal control services.

The year of 2018 has followed the trend of the last several years, as the rise in the demand on our officers and the complexity of by-law enforcement in the Town of Pelham has increased each year.

It is very difficult to accurately reflect expenses such as overtime and the uncertain stability of fuel costs in an Animal Control proposal.

We feel that this proposal represents a fair projection of the cost of service for both the Welland & District SPCA and the Town of Pelham. We are aware of the complexity of current demands on municipal budgeting and have kept the requested increases to a minimum.

The proposal reflects no increases in the first and second year, and the additional years of three and four would be at that years CP Index allowing for the cost of inflation and to facilitate the cost of delivery of the animal control service for the Town of Pelham in 2019 through the year 2022.

The proposed agreement contract costs are in line with fees of service for other comparable municipalities and reflect the increasing demand on animal control services in every community in the region.

In our efforts to provide the services required we have been very diligent to keep up with current trends and be the leader in all animal welfare issues.

Our Animal Control Contract Renewal reflects the current and forecasted costs involved in providing Animal Control Services to the Town of Pelham for the years 2019 to 2021, with a fourth year option

| | <i>2019</i> | <i>2020</i> | <i>2021</i> | <i>2022</i> |
|-----------------|-----------------|-----------------|-----------------|-----------------|
| Animal Control | \$21,000 | \$21,500 | \$22,000 | \$22,500 |
| Shelter Expense | \$10,500 | 10,900 | \$11,100 | \$11,500 |
| **Other Costs | <u>\$4,500</u> | <u>\$4,500</u> | <u>\$4,700</u> | <u>\$5,000</u> |
| TOTAL | \$36,000 | \$36,900 | \$37,800 | \$39,000 |

First and second year no increase, year three and four would be based on that years CP Index

Proposed animal control contract 2019 to 2021 with one year option for year 2022

** Other costs include medication and blood work which is run on all animals coming into our care.