

**SERVICE CONTRACT AGREEMENT BETWEEN:
THE NORTH BAY AND DISTRICT HUMANE SOCIETY
AND
MUNICIPALITIES OF FRENCH RIVER, KILLARNEY,
MARKSTAY-WARREN AND ST.-CHARLES**

The following outlines an agreement for the North Bay and District Humane Society to provide pound keeping services for the Municipalities of French River, Killarney, Markstay-Warren and St.-Charles.

1. DEFINITIONS:

For the purpose of this Agreement, the term “animal(s)” shall refer to domestic dog(s) only.

For the purpose of this Agreement, the North Bay and District Humane Society will be referred to as “NBDHS”.

For the purpose of this Agreement, the Municipalities of French River, Killarney, Markstay-Warren and St.-Charles will be referred to as “the Municipalities”.

2. THE HUMANE SOCIETY AGREES:

Shelter:

To provide an animal shelter capable of providing adequate accommodations, food and water, daily housekeeping and veterinary care (when deemed necessary) for animals impounded, and of meeting the requirements set for this type of building by the NBDHS, and of meeting the requirements of all applicable provincial legislation.

General Service Provision:

- a. To provide pound services up to an annual limit of 15 animals. Any decision relating to animals above the annual limit will be made at the discretion of the NBDHS.
- b. To receive and hold for claiming by owners, any stray animal delivered to the NBDHS shelter by a By-law Enforcement Officer, Animal Control Officer or other authorized employee of the Municipalities, and, if not claimed by the owner, to dispose of such animal by sale (adoption) or euthanasia. Owners of licensed and/or microchipped animals will be contacted, whenever possible.

- c. To provide an animal shelter capable of providing adequate accommodations, food and water, daily housekeeping and veterinary care (when deemed necessary) for animals impounded.
- d. To meet the requirements set for this type of building by the NBDHS and Provincial legislation.
- e. To install in the animal shelter all the equipment necessary for the proper operation of the animal shelter, and, in particular, to supply the methods and equipment necessary to humanely euthanize unwanted or unclaimed animals, if necessary. Such methods and equipment must meet the standards and comply with the applicable Provincial legislation.
- f. NBDHS will only receive stray animals as defined in the Municipalities' by-laws. NBDHS will not receive seized, removed or aggressive dogs in relation to the *Dog Owners' Liability Act* or any other piece of legislation outside of the Municipalities' by-laws.

Hours of Operation:

The NBDHS shelter will be open to the public and in operation between 10:00 a.m. and 4:30 p.m. Monday to Friday (exclusive of statutory holidays), between 10:00 a.m. and 3:30 p.m. Saturdays, and between 12:00 p.m. and 3:30 p.m. Sundays. Hours of Operation may change from time to time at the discretion of the NBDHS.

It is understood by the Municipalities and the NBDHS that ALL calls reporting complaints or concerns from residents will be forwarded to the Municipalities.

Licenses:

The NBDHS will NOT issue licenses for animals received within the Municipalities' jurisdiction.

Invoicing:

The NBDHS will invoice the Municipalities \$150.00 per animal.

Indemnity:

To indemnify and save harmless the Municipalities in respect to 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:

To insure and keep insured the shelter building for fire and any other hazards and to provide, if required, the Municipalities a proof of insurance.

Such liability policy shall provide for the indemnification of the Municipalities and the NBDHS against the loss arising from claims of damage, injury or otherwise in connection with the carrying out of the terms of this agreement.

The NBDHS shall maintain the policy of insurance in force during this agreement. The limits of such policy shall not be less than One Million Dollars (\$1,000,000.00) inclusive for public liability and property damage and for liability coverage for injury to animals caused by an accident and resulting in the death or destruction while in the care, custody and control of the NBDHS.

Such policy shall include the names of the Municipalities and the NBDHS as the insured. The NBDHS shall pay the premium on the policy.

3. THE MUNICIPALITIES AGREE:

- a. To appoint the NBDHS as a Pound Keeper.
- b. To grant the NBDHS the right to dispose of all animals impounded by the NBDHS in accordance with the By-laws.
- c. To grant the NBDHS the right to dispose of the carcasses of all animals lawfully impounded and lawfully euthanized.
- d. To grant the NBDHS the right to collect impound fees, fines, destruction, and disposal fees levied by the NBDHS in accordance with the scale of fees and penalties authorized by the NBDHS.

4. DURATION OF AGREEMENT:

The term of the agreement shall commence on the 1st day of July, 2024 and shall expire on the 31st day of December, 2026.

This agreement may be terminated by either party upon ninety (90) days written notice of intention to terminate, delivered to the other party by prepaid registered mail.

IN WITNESS WHEREOF the parties hereto have executed these presents under the hand of their officers duly authorized in the behalf at the date below written.

FOR THE MUNICIPALITIES OF FRENCH RIVER, KILLARNEY, MARKSTAY-WARREN AND ST.-CHARLES:

Mayor
Municipalities of French River, Killarney,
Markstay-Warren and St.-Charles

Date

CAO / Clerk-Treasurer
Municipalities of French River, Killarney,
Markstay-Warren and St.-Charles

Date

FOR THE NORTH BAY AND DISTRICT HUMANE SOCIETY:

Jodi Steeves
President of the Board of Directors
North Bay and District Humane Society

Date

Liam Cullin
Executive Director
North Bay and District Humane Society

Date