

The Corporation of the Municipality of Brockton



By-Law 2022-123

Being a By-Law to Authorize the Signing of an Agreement With the Walkerton/Hanover Veterinary Professional Corporation for the Purpose of Providing Pound Services for the Corporation of the Municipality of Brockton.

Whereas The Council for the Corporation of the Municipality of Brockton deems it expedient to enter into an agreement with the Walkerton/Hanover Veterinary Professional Corporation with respect to providing pound services for the Corporation Municipality of Brockton;

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That the Corporation of the Municipality of Brockton Council hereby enter into an agreement with the Walkerton/Hanover Veterinary Professional Corporation which is attached as “Schedule A” and forms part of this By-Law;
- 2.0 That the Mayor and Clerk be authorized to sign the agreement between the Corporation of the Municipality of Brockton and the Walkerton/Hanover Veterinary Professional Corporation as attached.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the “Pound Services Agreement By-Law”.

Read, Enacted, Signed and Sealed this 9th day of August, 2022.

Mayor – Chris Peabody

Director of Legislative and Legal Services (Clerk)
– Fiona Hamilton

POUND SERVICES AGREEMENT

This Agreement dated the 9th day of August, 2022.

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON
(hereinafter referred to as the “**Municipality**”)

-and-

WALKERTON-HANOVER VETERINARY CLINIC
(hereinafter referred to as the “**Clinic**”)

WHEREAS the *Animals for Research Act*, R.S.O. 1990, c. A.22, the *Municipal Act 2001*, S.O. 2001, c.25 the *Pounds Act*, R.S.O. 1990, c, P.17, contain certain provisions relating to Animals and Dogs, including provisions enabling municipalities to pass by-laws relating to Animals and Dogs;

AND WHEREAS pursuant to the above-mentioned statutes, the Municipality has passed and will pass by-laws relating to Animals and Dogs; and

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. DEFINITIONS

- (a) “**Business Day**” - means any day other than a Saturday, Sunday, or statutory holiday in the Province of Ontario.
- (b) “**Dog**” means any domestic dog (*canis familiaris*); and
- (c) “**Municipal Officer**” means a person appointed by the Municipality that includes a “Provincial Offences Officer” as defined by the Provincial Offences Act R.S.O. 1990, c. P.33 and an Animal Control Officer appointed by the Municipality or their Supervisor or Manager.
- (d) “**Owner**” includes any person who keeps or harbours a Dog and where the owner is a minor, the person who is responsible for custody of the minor.

2. TERM

This Agreement shall come into effect as of the 9th day of August 2022, and shall remain in effect until its termination pursuant to the terms of this Agreement.

3. SERVICES

- (a) The Clinic agrees to provide pound services for the Municipality more particularly described in **Schedule “A”** attached hereto (the “**Services**”).

4. PAYMENT FOR SERVICES

- (a) When providing the Services for the Municipality the Clinic may charge for admittance fees, housing, disposal, and any other fees as required, in their sole discretion when providing the Services to the Municipality.
- (b) All Fees for Services incurred on behalf of the Municipality shall be charged at current Clinic rates, which are subject to increase at any time without prior notice.

- (c) The Municipality is responsible for all outstanding fees invoiced by the Clinic for all Services provided to the Municipality pursuant to this Agreement.

5. CONDITIONS FOR RELEASE

- (a) It is agreed the Municipality is responsible for ensuring that all conditions for release implemented by the Municipality have been met prior to instructing the Clinic to release a Dog to its Owner, including but not limited to:
 - i. Determining who the Owner of the Dog is;
 - ii. Ensuring the Owner has a valid license with the Municipality for the Dog;
 - iii. Ensuring the Municipality is satisfied that the Owner has and/or will reimburse the Municipality for all municipal fines, licensing fees, and Clinic fees incurred by the Municipality for the Services provided, etc.;
 - iv. Ensuring the Owner of the Dog acknowledges the release of the Dog will be arranged directly with the Clinic during regular business hours, when staffing and additional resources, as necessary, are available.
- (b) For further clarification, it is acknowledged and agreed that at no time will the Clinic be responsible for determining the Owner of a Dog. Notwithstanding, at the request of the Municipality, the Clinic will scan a Dog for microchip information and provide said information to the Municipality to assist in their search for the Owner of a Dog.
- (c) Upon the Municipality being satisfied that all conditions of release have been met, an authorized employee of the Municipality shall provide a Dog Release Form as described on Schedule “B” attached hereto to the Clinic permitting the release of a Dog back to its Owner, together with the full legal name of the Owner, as determined in the sole discretion of the Municipality, to the Clinic so that Clinic staff can confirm the Owner’s identity at the time of the Dog’s release.

6. INDEPENDENT CONTRACTOR

- (a) The Clinic is and will at all times remain an independent contractor of the Municipality and is not and shall not represent itself to be the agent, partner, joint venturer or employee of the Municipality. No acts or assistance given by the Municipality to the Clinic shall be construed so as to alter this relationship.
- (b) The Clinic shall bear all expenses in connection with the Services, including, without limiting the generality of the foregoing, income and other taxes, Workplace Safety and Insurance, Canada Pension Plan, Employment Insurance premiums and costs and including the procurement and costs of any other benefits.

7. CLINIC’S RESPONSIBILITIES

The Clinic, its agents, servants, employees, and all persons under the control of the Clinic shall exercise reasonable care and attention in accordance with the clinic’s own professional obligations and the common law in the provision of their Services under this Agreement.

8. MUTUAL INDEMNIFICATION

- (a) Each party agrees that if it fails to observe or perform any obligation, or breaches any obligation within this Agreement, it will indemnify and hold the other party, and the other party’s directors, officers, agents, and/or employees harmless from and against the full amount of any loss, including but not limited to any and all claims, demands, actions, losses, causes of action, proceedings, suits, damages, expenses or liability of any kind, in which the other party or the other party’s directors, officers, agents, and employees may suffer as a result of the said breach or failure to perform.

9. INSURANCE

- (a) The Clinic and the Municipality shall each carry comprehensive general liability insurance, to cover all acts, obligations and responsibilities conducted in accordance with this Agreement by the Municipality and Clinic, respectively, and their agents, servants, employees, subcontractors and all persons under their control in amounts consistent with their market practice.

10. TERMINATION

- (a) Either party may terminate this Agreement without reason upon sixty (60) days written notice delivered to the other party, in accordance with section 11 of its intention to terminate (“Notice of Termination”).
- (b) If the Clinic is found to be in breach of any of its obligations under this Agreement including, without limiting, performing the Services in a manner which is not, in the judgement of the Municipality, acceptable or in conformance with this Agreement, the Municipality may terminate the Agreement upon a minimum of one (1) days’ written notice to the Clinic in accordance with section 11.
- (c) The Municipality acknowledges that should it terminate this Agreement in accordance with this Section, the Municipality is solely responsible for the removal and/or transport of any Dogs in the Clinic’s care on or before the termination date.
- (d) The Clinic acknowledges that should it terminate this Agreement in accordance with this Section, it will provide best efforts in assisting the Municipality in their removal and/or transport of any Dogs in the Clinic’s care on or before the termination date.
- (e) Notwithstanding, the Municipality acknowledges that upon delivery or receipt of any Notice of Termination of this Agreement, all Clinic fees for Services incurred in accordance with this Agreement up to the date of termination shall be due and payable to the Clinic by the Municipality.

11. NOTICE

- (a) All notices (“Notice”) given under this Agreement are to be set forth in writing and delivered personally, by facsimile, email correspondence, or by registered mail to:

The Municipality at:
Attention: Clerk
The Corporation of the Municipality of Brockton
100 Scott St. P.O. Box 68
Walkerton, ON N0G 2S0
Email Address: fhamilton@brockton.ca

The Clinic at:
Attention: Office Manager
Walkerton/Hanover Veterinary Professional Corporation
8 Brant Sideroad 20
Walkerton, ON, N0G 2V0
Email Address: walkhanvetclinic@whvc.ca

- (b) In the case of personal delivery, the notice shall be deemed received on the date of delivery and in the case of registered mail, the notice shall be deemed received five (5) Business Days after mailing.
- (c) In the case of delivery by email transmission, notice shall be deemed received on the 1st Business Day after confirmed transmission.
- (d) The addresses for delivery may be changed from time to time by either party by Notice as above provided in this Section.
- (e) No Notice, payment may be given by mail during a real or anticipated mail strike in Canada.

12. WAIVER

- (a) No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar) nor shall the waiver constitute a continuing waiver unless otherwise expressly provided.

13. ASSIGNMENT

- (a) This Agreement shall not be assigned by any party hereto without the other party's written consent. Any attempted assignment without the required consents shall be void.

14. ENTIRE AGREEMENT

- (a) This Agreement and the Schedules attached hereto constitute the entire agreement between the parties and supersedes all other agreements, understandings, negotiations and discussions with respect to the subject matter, whether oral or written. No amendment or waiver of this Agreement shall be binding unless executed in writing by both parties hereto.

15. INVALIDITY OF PROVISION

- (a) The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.

16. ENUREMENT

- (a) This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

17. HEADINGS

- (a) Headings are not to be considered part of the Agreement, are included solely for convenience and are not intended to be full or accurate descriptions of the content of the paragraphs.

18. JURISDICTION

- (a) This Agreement and the rights, obligations and relations of the parties hereto shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the courts of such Province shall have exclusive jurisdiction to ascertain any action in connection with this Agreement.

IN WITNESS WHEREOF the Municipality has hereunto caused to be affixed the corporate seal under the hands of the Mayor and Clerk and the Clinic has signed under the hands of its duly authorized officers as of the date of the Agreement.

Walkerton/Hanover Veterinary
Professional Corporation (the "Clinic")

The Corporation of the Municipality
of Brockton (the "Municipality")

Name:
Position:

Chris Peabody, Mayor

I have the authority to bind the Corporation.

Fiona Hamilton, Clerk

We have the authority to bind
the corporation.

SCHEDULE “A”

POUND SERVICES

In accordance with all applicable federal and provincial statutes and municipal by-laws:

RETRIEVAL AND INTAKE

- (a) The Clinic will provide assistance, as staffing and resources allow, to the Municipality when their Municipal Officer is delivering a Dog to the Clinic.
- (b) It is acknowledged by the Municipality that if a Dog is delivered to the Clinic outside of regular business hours, there may not be staff available or present at the Clinic to assist the Municipal Officer when delivering a Dog.
- (c) Upon delivery of a Dog to the Clinic by the Municipality, the Clinic will implement their standard intake procedures.
- (d) In order for this agreement to apply, a Municipal Officer must authorize that a Dog has been impounded and in the care of the clinic.

STANDARD OF CARE

The Clinic will:

- (e) provide a proper and adequate Dog shelter which will be available for use as the Municipality pound. The facilities shall be operated and maintained at the Clinic's own expense in a reasonably neat, clean and sanitary condition with adequate exercise space;
- (f) provide all Dogs with sufficient and suitable shelter, warmth, lighting, cleaning, sanitation, and veterinary care (as required), and any other care required to maintain the health, safety, and well-being of such Dogs;
- (g) provide all Dogs with clean potable drinking water at all times and suitable food of sufficient quantity and quality to allow for normal growth and the maintenance of normal body weight;
- (h) provide all Dogs with the opportunity for exercise sufficient to maintain good health unfettered from a fixed area, in the sole discretion of the Clinic based on their assessment of the Dog(s), under appropriate control;
- (i) ensure that all persons who attend to the care of Dogs have the skill, knowledge, ability, and supplies necessary for the humane care of such Dogs; and
- (j) protect all Dogs from unsupervised handling by members of the public.

VETERINARY CARE

The Clinic will:

- (k) ensure that medical treatment by a licensed veterinarian is reasonably available to provide necessary treatment to any Dog impounded;
- (l) ensure the prompt examination and treatment by a licensed veterinarian when any Dog in the Clinic's care exhibits signs of pain, suffering, injury, illness, or distress;
- (m) provide a suitable area to segregate Dogs who may be injured, ill, in need of special care, treatment, or attention, from other Animals and Dogs; and
- (n) ensure that all incidents of zoonotic diseases are identified and reported to the appropriate agency.

RELEASE, FUTURE CARE OR ADOPTION

- (o) Prior to releasing any Dog, the Clinic will ensure it has received written authorization from the Municipality to release the Dog to its determined Owner in accordance with section 5 of this Agreement;

- (p) In the event that the Municipality concludes that no owner of the Dog is found, the Municipality shall provide written confirmation to the Clinic of same. The Clinic will then propose recommended next steps regarding the treatment, transfer, foster, adoption, or euthanasia of the Dog, and obtain approval by the Director/Manager of the Animal Control Department of the Municipality prior to making any further decisions regarding the future care of the Dog;
- (q) In the event adoption is recommended by the Clinic for the Dog, upon the approval from the Director/Manager of the Animal Control Department of the Municipality, the Clinic shall then take full care and control of the Dog and make best efforts to adopt out the Dog.

EUTHANASIA

- (r) In the event that, at the Clinic's discretion, they receive a Dog with medical or behavioral issues that will impact the Dog's quality of life, the Clinic may euthanize the Dog.
- (s) In the event that, at the Clinic's discretion, they receive a Dog showing signs of serious aggression that impacts the safety of others, the Clinic may euthanize the Dog.
- (t) In all instances, the Clinic will ensure that any necessary euthanasia of the Dog is performed in a humane manner, and that this procedure is undertaken only by a licensed veterinarian or under veterinary supervision.
- (u) In the event it is necessary to euthanize the Dog, the Clinic will dispose of the corpse of such Dog in a manner prescribed and a method approved by law.

RECORDS

- (v) The Clinic will maintain a record, by calendar year, of all Dogs it handles in the performance of the Services for the Municipality. The records, which remain the property of the Clinic, shall be released to the Municipality upon written request by an authorized officer or employee and shall contain the following information for the Municipality:
 - (i) the number of impounded Dogs claimed by owners, adopted to new owners, sold pursuant to the *Animals for Research Act*, and euthanized;
 - (ii) the number of Dogs quarantined at the Clinic (if/as recorded on the clinical records);
 - (iii) any additional information that may be required by the federal or provincial governments upon receiving written notice of same from the Municipality.

FACILITIES

The Clinic will:

- (w) be responsible for the maintenance, repairs and all other operating costs of the Clinic facilities and equipment used in connection with the Services performed on behalf of the Municipality.

SERVICE HOURS

- (x) The Clinic will maintain regular business hours as provided for on the Clinic's website and will provide the agreed upon Services at the Clinic during regular business hours.
- (y) The Clinic will provide emergency/ after hour access and care at the discretion of the Clinic. The Municipality acknowledges that if emergency / after hour access or care is required, that said care is subject to a mutual emergency on-call Agreement with the Mildmay Veterinary Clinic. If the Mildmay Veterinary Clinic is on call outside of the Clinic's regular business hours, the

Municipality acknowledges and confirms:

- (i) The Municipal Officer is responsible to arrange for, and deliver the Dog to the Mildmay Veterinary Clinic;
- (ii) The immediate intake and/or emergency care of the Dog shall be completed by the Mildmay Veterinary Clinic, acting as an agent of the Clinic with respect to Services performed under this Agreement.;
- (iii) Upon the re-opening of the Clinic during regular business hours, it is the responsibility of the Animal Control Municipal Officer to transport the Dog from the Mildmay Veterinary Clinic to the Clinic; and
- (iv) The Mildmay Veterinary Clinic will invoice the Municipality directly for all Services performed by them in accordance with section 4 of this Agreement.

SCHEDULE “B”

RELEASE FORM



The Municipality of Brockton
Dog Release Form
519-881-2223

Owner Information

Name:	
Address:	
Phone Number:	Email:

Dog Information

Name:	Breed:	
Gender:	Neutered:	Spayed:
Age:	Colour/Markings:	
Disposition:	Tag Number:	

Date of retrieval: ____/____/____

Time of retrieval: ____:____

Total impound costs: \$____

Authorization for release: Signature: _____ Print Name: _____



The Municipality of Brockton
Dog Release Form
519-881-2223

Owner Information

Name:	
Address:	
Phone Number:	Email:

Dog Information

Name:	Breed:	
Gender:	Neutered:	Spayed:
Age:	Colour/Markings:	
Disposition:	Tag Number:	

Date of impound: ____/____/____

Time of impound: ____:____

Total impound costs: \$____

Authorization for release: Signature: _____ Print Name: _____