

AGREEMENT FOR THE PROVISION OF SERVICES

This Agreement is effective the 1st day of September, 2025.

BETWEEN:

The Corporation of the Municipality of Strathroy-Caradoc

(hereinafter referred to as the “Municipality”)

OF THE FIRST PART

- and -

Jodi Bedore (Southwest Animal Shelter)

(hereinafter referred to as the “Animal Control Officer”)

OF THE SECOND PART

WHEREAS the *Municipal Act, 2001*, S.O. 2001, c. 25, Section 103, as amended, provides the Municipality with authority to create and enforce by-laws relating to animal control;

NOW THEREFORE the Council of the Corporation of the Municipality of Strathroy-Caradoc deems it expedient to enter into an Agreement with Southwest Animal Shelter for the provision of Animal Control services for the Municipality, as follows:

1. Duration of the Agreement

- 1.1 The term of this Agreement shall be for one (3) years, starting September 1, 2025 until August 31, 2028, inclusive.
- 1.2 This Agreement may be terminated by either the Municipality or the Animal Control Officer at any time upon a minimum of 90 days’ written notice, to be filed with the other party herein.
- 1.3 This Agreement shall not be assigned without the written consent of both parties herein.

2. General

- 2.1 Jodi Bedore, who resides in the Municipality of Southwest Middlesex, in the County of Middlesex, is appointed as Animal Control Officer for the Municipality of Strathroy-Caradoc for the duration of this Agreement. The Animal Control Officer shall report to the Director of Legal & Legislative Services/Clerk.

- 2.2 The Animal Control Officer shall provide a service during regular business hours, plus 24 hours per day, 7 days per week response to emergency calls (defined as a threat to the life of an animal or person). All complaints or request for service shall be followed up by a visit or phone call from the Animal Control Officer or her designate.
- 2.3 The Animal Control Officer shall respond to and/or investigate all complaints with respect to any contravention of the Municipality's Animal Control By-law.
- 2.4 The Animal Control Officer shall administer and enforce provisions of the Municipality's Animal Control By-law and have general knowledge of provincial and other legislation with respect to Animals. Municipal law enforcement will assist with enforcement, when required.
- 2.5 The Animal Control Officer shall maintain, at their expense, Pound Facilities in accordance with the provisions as set out in the *Animals for Research Act, R.S.O. 1990*, as amended. Said facility shall be inspected annually by the appropriate Ministry and the report of the inspection shall be filed with the Director of Legal & Legislative Services/Clerk.
- 2.6 The Animal Control Officer shall accept stray cats and kittens at no charge, at their discretion and subject to the availability of space at their facility, and when the cats have been determined to be strays and not owner cats.
- 2.7 The Animal Control Officer shall develop and maintain a volunteer cat registration program. Cat tags will be offered free of charge and the Animal Control Officer shall maintain a cat registration data base.
- 2.8 The Animal Control Officer shall distribute dog tags, free of charge, supplied by the Municipality, for the purpose of registering and licensing dogs in the Municipality. All postage and other supplies required for this purpose shall be at the cost of the Animal Control Officer.
- 2.9 The Animal Control Officer shall maintain a database for all dog and cat licenses and registrations in accordance with the Animal Control By-law and the database shall be available to the Municipality when and as required.
- 2.10 The Animal Control Officer shall assist, when possible, with complaints and advice with respect to issues with Wildlife on public property.
- 2.11 The Animal Control Officer shall respond, when requested by Strathroy-Caradoc Police Service or Municipal Staff, to remove injured domestic animals from public property and shall take the animal to the appropriate facility for treatment, and the cost of the treatment shall be included in the contract price.
- 2.12 The Animal Control Officer shall maintain, at their expense, a comprehensive adoption program.

- 2.13 The Animal Control Officer shall maintain, at their expense, a website promoting adoptions, hours of operation, contact information, and other information for the public.

3. Fees and Reporting

- 3.1 The Municipality agrees to pay the Animal Control Officer in consideration for the provision of services as described in this Agreement, during the term of this Agreement the following:

September 01, 2025 – August 31, 2026

\$55,000 plus HST, payable in twelve (12) equal monthly installments.

September 01, 2026 – August 31, 2027

\$56,100 plus HST, payable in twelve (12) equal monthly installments.

September 01, 2027 – August 31, 2028

\$57,222 plus HST, payable in twelve (12) equal monthly installments.

- 3.2 Kennel fees for unclaimed dogs and euthanasia fees are included in the amount paid to the Animal Control Officer under this contract.
- 3.3 Fines paid under the Municipality's Animal Control By-law shall be retained by the Municipality.
- 3.4 The Animal Control Officer shall provide Council with a written report annually, and at other times as requested, which contains, but is not limited to the following information:
- Number and types of complaints received and investigated;
 - Number of fines issued and the result;
 - Number of dogs and cats brought into the shelter;
 - Number of adoptions of cats and dogs;
 - Number of cats and dogs euthanized;
 - Number of dog and cat tags distributed.

4. Insurance

- 4.1 The Animal Control Officer, at their expense, shall supply the Municipality with a Comprehensive General Liability Insurance Policy with minimum coverage of Five Million Dollars (\$5,000,000) and shall include the Municipality as additional insured with respect to the Animal Control Officer's operations, acts, and omissions relating to its obligations under the contract. Such policy shall include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

- 4.2 The Animal Control Officer, at their expense, shall supply the Municipality with proof of Automobile Liability Insurance for an amount of not less than Two Million Dollars (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the contract.
- 4.3 The policies shown above shall not be cancelled or permitted to lapse unless the insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of cancellation of the policy.
- 4.4 The Animal Control Officer shall not commence work until such time as the required evidence of insurance has been filed with and approved by the Municipality. The Animal Control Officer shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.

5. Indemnification

The Animal Control Officer shall indemnify and hold the Municipality harmless from and against any liability, loss, claims, demands, costs and expenses, including legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

6. Severability

The parties agree that in the event that any provision, clause, Article, or attachment herein, or part thereof, which form part of this agreement, are deemed void, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions, clauses, Articles, attachments or parts thereof, shall be and remain in full force and effect.

7. Modification of Agreement

Modification of this agreement must be in writing and signed by the parties hereto or it shall have no effect and shall be void.

Signed on behalf of the Corporation of the Municipality of Strathroy-Caradoc this XX day of XX, 2025.

Colin Grantham, Mayor

Jennifer Pereira, Clerk

Jodi Bedore, Animal Control Officer

Witness