

**CAT CONTROL SERVICES AGREEMENT
(PILOT PROJECT)**

THIS AGREEMENT made this ____ day of _____, 2025

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF NORTH MIDDLESEX

(the "**Municipality**")

OF THE FIRST PART

-and-

SOUTHWEST MIDDLESEX ANIMAL SHELTER

(the "**Contractor**")

OF THE SECOND PART

WHEREAS the Municipality has the authority pursuant to sections 11(3) and 103 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the "**Municipal Act**"), to pass by-laws respecting animals and to regulate, prohibit, and control animals for the purposes of protecting public health and safety and preventing nuisance;

AND WHEREAS the Municipality does not currently have in force any by-law regulating, controlling, or providing for the care of stray or feral cats, but has determined that it is necessary to address matters of animal welfare, public health, and nuisance related to stray and feral cat populations within its jurisdiction;

AND WHEREAS the Municipality has determined that it is appropriate to engage the Contractor to provide, on a limited and pilot project basis, services related to the humane trapping, care, transportation, and management of stray and feral cats within the boundaries of the Municipality;

AND WHEREAS the Municipality intends to evaluate the results of this pilot project, including the scope, effectiveness, and impact of such services, to inform any future legislative, policy, or procurement decisions with respect to the regulation and control of cats within its jurisdiction;

AND WHEREAS the Municipality expressly reserves all rights, following the expiry or termination of this Agreement, to issue public procurement calls, including but not limited to Expressions of Interest and Requests for Proposals, or to adopt, amend, or repeal any by-laws or policies governing the regulation or control of cats, in accordance with applicable legislation and the Municipality's procurement policies and procedures;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

1.0 INCORPORATION OF RECITALS

- 1.1 The Recitals to this Agreement are hereby acknowledged by the parties to be true and correct in all material respects and are incorporated into and form an integral part of this Agreement.

2.0 DEFINITIONS

- 2.1 **“Agreement”** means this Agreement, including all Recitals, Schedules, and any amendments hereto.
- 2.2 **“Cats”** or **“Cat”** means a domestic cat (*Felis catus*), whether owned, stray, feral, or roaming at large, and does not include wild or exotic feline species, including but not limited to lynxes, bobcats, cougars, or any other non-domesticated feline species, for the purposes of this Agreement.
- 2.3 **“Contractor”** means Southwest Middlesex Animal Shelter.
- 2.4 **“Effective Date”** means July 19, 2025.
- 2.5 **“Feral Cat”** means any Cat that is not socialized to humans and is not accustomed to being handled or kept indoors.
- 2.6 **“Municipality”** means the Corporation of the Municipality of North Middlesex.
- 2.7 **“Service Trip”** means a single call-out to a location within the Municipality for the purpose of responding to, capturing, or collecting stray or feral Cats, regardless of the number of Cats collected during that visit.
- 2.8 **“Stray Cat”** means any Cat found at large within the Municipality that is not under the immediate care, custody, or control of its owner.
- 2.9 **“Term”** means the period of the agreement, unless terminated earlier in accordance with this Agreement.

3.0 TERM

- 3.1 The Term of this Agreement shall commence on July 19, 2025, and shall continue in full force and effect until July 2, 2026, unless terminated earlier in accordance with the provisions of this Agreement.
- 3.2 The parties may, by mutual written agreement entered into prior to the expiry of the Term, renew this Agreement for such further period and on such terms as may be agreed. For greater certainty, in the event that no written agreement to renew is executed prior to the expiry of the Term, this Agreement shall automatically
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terminate on July 2, 2026.

4.0 TERMINATION

- 4.1** Either party may terminate this Agreement, for any reason and without cause, upon providing not less than ninety (90) days' prior written notice to the other party, which notice shall be delivered in accordance with Section 16 of this Agreement.
- 4.2** Notwithstanding Section 4.1, this Agreement may be terminated at any time by the mutual written consent of the parties, without penalty or further obligation.
- 4.3** In the event of termination under Section 4.1 or 4.2, the Contractor shall be entitled to payment for all Services performed up to the effective date of termination and, if applicable, for any reasonable wind-down costs agreed to in writing by the Municipality.

5.0 SERVICES

- 5.1** The Contractor shall provide services related to the humane trapping, care, transportation, and management of stray and feral Cats within the Municipality, as directed by the Municipality, and in accordance with all applicable federal, provincial, and municipal laws, by-laws, policies, and regulations in force at the time.
- 5.2** The Contractor shall provide such services on an as-needed and/or emergency basis, as requested by the Municipality.
- 5.3** The Contractor represents and warrants that it carries on business providing animal control and animal sheltering services and that it possesses the knowledge, skill, and expertise necessary to perform the services in a professional and competent manner.
- 5.4** The Contractor shall immediately report to the Director of Corporate Services/Clerk of the Municipality, or such other designate as may be directed by the Chief Administrative Officer (CAO), any matters of an emergency nature, including but not limited to instances of Cats impounded that have been the subject of bites to humans and/or other animals, whether such incidents are reported through the Ontario Provincial Police (OPP), Municipal By-law Enforcement Services, or members of the public.
- 5.5** The Contractor agrees that the Municipality may publish information regarding the services provided under this Agreement, including the hours of operation and the
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Contractor's name and contact telephone number, on the Municipality's website. The Contractor shall also provide an alternate emergency contact cellular telephone number, which shall be provided to the Municipality for exclusive use by its Municipal Law Enforcement staff.

6.0 FEES AND PAYMENT

6.1 The Municipality shall pay to the Contractor a monthly retainer fee of Eight Hundred Forty-Seven Dollars and Fifty Cents (\$847.50), being Seven Hundred Fifty Dollars (\$750.00) plus applicable Harmonized Sales Tax (HST). The monthly retainer fee shall constitute the entire base fee payable under this Agreement, exclusive of mileage reimbursement under Section 6.3.

6.2 The Contractor shall be reimbursed for mileage at a rate consistent with the rate established in the Municipality's current Fees and Charges By-law, per Service Trip to a location within the Municipality of North Middlesex.

6.3 Mileage reimbursement shall be calculated as follows:

- a) When dispatched from the Contractor's base of operations (being the address provided in writing to the Municipality as its primary operating location), mileage shall be calculated from the base to the first North Middlesex location and return.
- b) If the Contractor is already within North Middlesex when dispatched to an additional location, mileage may be billed from the current location to the next location only (and not back to base between locations).
- c) Where multiple stops are made during one continuous trip, mileage may be billed based on the actual distance travelled between locations, provided that a clear and itemized route summary is submitted with the corresponding monthly invoice, satisfactory to the Municipality.

6.4 The Contractor shall submit detailed invoices to the Municipality on a monthly basis, within thirty (30) days after the end of each calendar month, indicating the Contractor's HST registration number on each invoice. The Municipality shall remit payment of all undisputed amounts within thirty (30) days of receipt of a proper invoice. The Municipality shall have no obligation to pay any mileage charges that are not calculated in strict accordance with this Section 6.3 or that are not supported by adequate documentation to the satisfaction of the Municipality.

6.5 The Municipality shall make all payments to the Contractor under this Agreement without deductions in respect of, but not limited to, remittances required under the

Income Tax Act (Canada), Canada Pension Plan, or Employment Insurance Act. These remittances, as well as any remittances required under the Workplace Safety and Insurance Act or the Employer Health Tax Act, are the sole responsibility of the Contractor. The Contractor acknowledges responsibility for arranging for and paying all applicable payments, premiums, contributions, and/or penalties required under any applicable federal or provincial legislation in respect of the services provided under this Agreement.

7.0 PROVISION OF ANIMAL SHELTER AND CAT CARE SERVICES

- 7.1** The Contractor shall, at its own expense, provide, maintain, and staff a fully equipped animal shelter or kennel for Cats impounded under this Agreement. Such facility shall comply with all applicable federal, provincial, and municipal standards, by-laws, regulations, and legislation governing such shelters.
- 7.2** The Contractor shall hold all Cats impounded under this Agreement for a minimum period of three (3) business days (excluding Sundays and statutory holidays). If a Cat is not claimed by its owner within this period, the Contractor shall make reasonable efforts to adopt out the Cat. The Contractor shall not be responsible for legal claims related to the abandonment of Cats. Where such matters arise, the Contractor may refer the matter to applicable Provincial authorities or Police Services.
- 7.3** If the Contractor is required by law to quarantine a Cat for a specified period, the Contractor shall provide such quarantine services at its own cost. Where a Cat requires euthanasia in accordance with the direction of a qualified veterinary professional, the Contractor shall carry out such services at its own cost.
- 7.4** The Contractor shall provide to the Municipality an annual activity report, containing such information as may be reasonably requested by the Municipality. The report shall be submitted each October, or at such other time as may be requested by the Municipality.
- 7.5** The Contractor shall release Cats to their owners only upon the owner signing a release form provided by the Contractor, acknowledging responsibility for any fees incurred by the Municipality in respect of that Cat. The Contractor shall not be responsible for collecting fines issued by the Municipality. Any disputes related to fines or fees shall be handled by the Municipality or its Municipal By-law Enforcement staff.

8.0 INSURANCE AND INDEMNITY

- 8.1** The Contractor shall indemnify and save harmless the Municipality, its elected officials, officers, employees, and agents, from and against any and all charges, costs, expenses, claims, demands, actions, causes of action, damages, losses, fines, penalties, and liabilities of any kind whatsoever (including legal fees on a full indemnity basis), arising out of or in connection with the operation of the shelter,
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the provision of services under this Agreement, or any property damage to the Contractor's equipment incurred in the performance of the services. The Contractor further agrees to indemnify and save harmless the Municipality from and against any regulatory penalties, fees, premiums, or other amounts arising out of or in connection with the provision of services under this Agreement.

8.2 The Contractor shall, at its own expense, obtain and maintain in full force and effect throughout the Term of this Agreement, comprehensive general liability insurance in an amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence, satisfactory to the Municipality. Such insurance shall name the Municipality as an additional insured with respect to the services provided under this Agreement. The Contractor shall provide to the Municipality proof of such insurance upon execution of this Agreement and upon each renewal or replacement of the policy.

8.3 The Contractor represents and warrants that any vehicles used in the performance of services under this Agreement shall be owned by the Contractor and insured at all times with valid motor vehicle liability insurance coverage in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence. The Contractor further warrants that such insurance shall remain in full force and effect at all times when such vehicles are used in connection with the services provided under this Agreement.

9.0 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS

9.1 The Contractor shall hold in strict confidence and shall not, either during the Term of this Agreement or at any time thereafter, disclose to any person, firm, corporation, or other entity, any information obtained from or relating to the Municipality that is confidential in nature, including but not limited to information regarding the Municipality's business affairs, operations, proprietary practices, correspondence, documents, employment matters, or personal information, except as required to perform the services under this Agreement or as required by law.

9.2 The Contractor acknowledges that the Municipality is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("MFIPPA"), and that certain information may be required to be disclosed by the Municipality in accordance with applicable law. The Contractor agrees that the Municipality shall have no liability whatsoever to the Contractor in respect of any disclosure of information made by the Municipality in compliance with applicable law, including MFIPPA, or pursuant to any order of the Information and Privacy Commissioner of Ontario, or any court or tribunal of competent jurisdiction. The Contractor hereby fully releases and discharges the Municipality from any and all claims, actions, causes of action, demands, damages, losses, costs, or liabilities

arising out of or relating to any such disclosure.

- 9.3** The Contractor acknowledges that it is an independent contractor and is not, nor shall it be deemed to be, an employee, servant, or agent of the Municipality for any purpose whatsoever. The Contractor further acknowledges and agrees that this Agreement does not create any partnership, joint venture, or agency relationship between the parties. The Contractor, and any personnel employed or engaged by the Contractor to perform the services under this Agreement, shall not be entitled to receive from the Municipality any benefits, entitlements, or payments of any kind, including without limitation, vacation pay, sick pay, statutory holidays, health or life insurance coverage, WSIB premium payments, pension contributions, OMERS or any other pension plan participation, or any other fringe benefits or employment-related benefits whatsoever. The Contractor shall be solely responsible for payment of all applicable taxes, withholdings, premiums, contributions, and deductions required by applicable federal or provincial law in respect of the services provided under this Agreement.

10.0 ASSIGNMENT

- 10.1** This Agreement may not be assigned or transferred, in whole or in part, by the Contractor without the prior written consent of the Municipality, which consent may be withheld in the sole discretion of the Municipality.

11.0 PERFORMANCE STANDARDS AND REPRESENTATIONS

- 11.1** The Contractor represents and warrants that it is duly qualified to provide the services under this Agreement and possesses the necessary skill, experience, expertise, personnel, and resources required to perform the services in a professional, diligent, and competent manner, in compliance with all applicable laws, regulations, and industry standards. Time shall be of the essence in the performance of this Agreement and each of the Contractor's obligations hereunder.

12.0 COMPLIANCE WITH LAWS

- 12.1** The Contractor shall comply with all applicable federal, provincial, and municipal statutes, regulations, by-laws, and codes in the performance of the services under this Agreement, including but not limited to the *Animal Welfare Services Act, 2019*, the *Municipal Act, 2001*, *MFIPPA*, and the *Accessibility for Ontarians with Disabilities Act, 2005*, as amended.
- 12.2** The Contractor shall ensure that all personnel engaged in the provision of services under this Agreement have received appropriate training in compliance with
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the *Accessibility for Ontarians with Disabilities Act, 2005* and shall provide written confirmation of such training to the Municipality upon request.

12.2 The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

12.2 The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement

13.0 SEVERABILITY

13.1 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provision shall be deemed severed from this Agreement, and the remainder of this Agreement shall continue in full force and effect.

14.0 ELECTRONIC SIGNATURES AND COUNTERPARTS

14.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The parties agree that electronic signatures, scanned signatures, or signatures transmitted in PDF format shall be deemed original signatures and shall have the same force and effect as original handwritten signatures.

15.0 ENTIRE AGREEMENT

15.1 This Agreement, including all schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, representations, and understandings, whether oral or written. No amendment or modification of this Agreement shall be valid or binding unless made in writing and executed by duly authorized representatives of both parties.

15.2 No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party granting the waiver. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any further exercise thereof or the exercise of any other right, power, or remedy.

16.0 NOTICE

16.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered personally, sent by registered

mail, or sent by email (with confirmation of receipt), to the following addresses:

To the Municipality:

The Corporation of the Municipality of North Middlesex
229 Parkhill Main Street, Parkhill, ON N0M 2K0
clerk@northmiddlesex.on.ca

To the Contractor:

Southwest Middlesex Animal Shelter
3427 Concession Dr.
Glencoe ON
swmanimalshelter@gmail.com

16.2 Notices shall be deemed received:

- a) on the date of delivery, if delivered personally;
- b) five (5) business days after mailing, if sent by registered mail; or
- c) on the date of transmission, if sent by email with confirmation of receipt, provided such email is transmitted during regular business hours. If sent outside of regular business hours, the notice shall be deemed received on the next business day.

16.3 Either party may change its contact information by providing written notice to the other party in accordance with this Section.

17.0 NON-EXCLUSIVITY

17.1 The Contractor acknowledges and agrees that this Agreement does not grant to it any exclusive right to provide animal control services or related services to the Municipality. The Municipality reserves the right, in its sole discretion, to engage other contractors or to provide such services through its own staff or other resources, as it may determine.

18.0 AMENDMENT

18.1 No amendment, modification, or supplement to this Agreement shall be valid or binding unless made in writing and executed by duly authorized representatives of both parties.

19.0 CONFIRMATION OF INDEPENDENT LEGAL ADVICE

19.1 Each party acknowledges that it has had the opportunity to obtain independent legal advice prior to executing this Agreement and that it enters into this

Agreement voluntarily, with full understanding of its terms and obligations.

20.0 GOVERNING LAW

- 20.1** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of Ontario for any dispute arising out of or relating to this Agreement.

SIGNATURE PAGE FOLLOWS

DRAFT

IN WITNESS WHEREOF the Parties have affixed their respective signatures hereto,
being the effective endorsement of their duly authorized officers:

**SOUTHWEST MIDDLESEX ANIMAL
SHELTER**

Date: _____

Per: _____

Title: _____

I have the authority to bind the Corporation.

**THE CORPORATION OF THE MUNICIPALITY
OF NORTH MIDDLESEX**

Date: _____

Per: _____
Mayor

Per: _____
Clerk

*We have the authority to bind the Municipal
Corporation.*