

PROFESSIONAL SERVICES PURCHASE AGREEMENT

MUNICIPAL ANIMAL CONTROL

This agreement made this 15th day of DECEMBER 2020.

BETWEEN

**New Brunswick Society for the Prevention of Cruelty to animals
(herein called the NBSPCA)**

and

The Village de Lac Baker, a body corporate under the Local Governance Act, RSNB 2017 and amendments thereto (hereinafter collectively called the “Village”).

Whereas the NBSPCA has agreed to provide services related to carrying out the functions and the enforcement of the Provincial Dog Regulation under the **Local Governance Act** and the **"By-Law No. 2014-01 A By-Law of the Municipality of Baker Lake Relating to Establishing Control of Animals in the Village of Baker Lake"** for the area encompassed by the civic boundaries of the Village de Lac Baker.

And whereas the Village wishes to purchase services from the NBSPCA that will include Dog Control and Pound Operation.

Note: In addition to its contacted service(s) the NBSPCA agrees to provide, at no additional cost, the provision of an animal neglect and abuse investigation service as per its provincial mandate.

EXCLUSION

This contract pertains to dogs only and does not include any control service related to wildlife, livestock, cats (whether domestic or feral), or any other animal.

SERVICES PURCHASED

Dog Control Service

The NBSPCA agrees to provide the following as its dog control service:

1. A toll-free, call-in, bilingual dispatch service to which allegations of by-law violations can be reported.

2. A uniformed Animal Control Officer on an as-needed basis to be responsible for by-law enforcement. (Note: Response times may vary based on the urgency of the complaint and/or availability of the officer). Equipment and training will be supplied by the NBSPCA.
3. Enforcement of the village by-law including the issuance of compliance notices and tickets/letters or notice-of-fine-due related to dogs at large in the village or other violations of the by-law.
4. The collection of fines, tickets, impound fees and any other monies, as well as receipting of the same. Also, the collection of any sums, such as veterinary care, owed by the owner of the animal and related to the animal having been at large. (Note: Neither the NBSPCA officer, nor the pound, will handle money or receipting.). Monies collected for fines issued for by-law violations may be remitted back to the Village de Lac Baker if requested.
5. Seizure of dogs found running at large and transportation for veterinary care if required.
6. Posting notice of the dog found running at large on the NBSPCA Facebook page with contact information for the owner to reclaim it.
7. Transportation of seized, stray dogs to the impound facility.
8. Monthly reporting of statistics related to the dog control service.
9. Liability insurance for the dog control officer.

The village agrees to provide:

1. The sale of municipal dog tags through DocuPet (if mutually agreed upon).
2. Municipal tickets/letters for fines issued for non-compliance with municipal by-laws
3. Payment of any additional expenses (ie. daily impound and/or surrender fees for unclaimed dogs) and all veterinary expenses associated with the contracted animal control service upon invoice by the NBSPCA (Note: The NBSPCA officer has pre-authorization from the Village de Lac Baker for up to the amount of \$250 for necessary veterinary care and must seek approval from the Village for amounts in excess of \$250).
4. Payment of any legal fees and any settlement resulting from legal action as a result of an animal seizure or enforcement of the by-law.

Pound Service

The NBSPCA agrees to provide the following:

1. Impound facilities for seized dogs at the nearest SPCA or designated shelter that has the capacity at that time to provide care for the dog, hereafter, "the Shelter."
2. Dogs seized for running at large or otherwise in violation of the by-law will be impounded for up to three working days of notice being posted, after which if not reclaimed they become the property of the Shelter.
3. Any dog owner who wishes to reclaim a dog seized for running at large, or any other violation of the by-law, shall pay directly to the NBSPCA the applicable boarding fee for each day the dog is impounded, up to a maximum of 72 hours of notice being posted.
4. Dogs may be reclaimed at the shelter by their owners during hours specified by the Shelter (typically 11:00 a.m. to 5:00 p.m., Monday through Friday at most shelters, but hours may vary between shelters), upon proof that a fee of the impound fees stated above, plus any other fines or cost-due, has been paid to the NBSPCA.
5. If the owner of a seized animal is unable to come to the shelter to reclaim an animal, the NBSPCA will provide transportation of the animal back to Lac Baker, if so authorized by the Village and/or pet owner. The fee for this service will be \$100 and is payable directly to the NBSPCA.
6. Neither the NBSPCA, nor the Shelter, will be held responsible for illness, accident, or death of any dogs while in the custody of the NBSPCA or the shelter.

Both parties to this agreement agree that no animal will be returned to its owner until payment for all expenses related to their animal being at large are paid, that the current tags are purchased by the animal owner. This includes fines, tickets, purchase of the required dog tags, pound fees, and any veterinary expenses.

Compensation

The NBSPCA agrees to provide the service(s) described above for a fee of \$2400, per year, excluding any applicable taxes, payable as four quarterly instalments of \$600, each instalment to be paid within fifteen days following the end of the quarter.

Termination / Alteration

This agreement comes into effect on January 1, 2021.

Either party to this agreement may cancel the agreement, or call for its re-negotiation, by notifying the other party in writing thirty days prior to the re-negotiation or cancellation. If neither party to this agreement calls for its re-negotiation or cancellation within thirty days, it will auto-renew yearly on its effective date (January 1).

In witness thereof the parties have executed this agreement on the day and year first above mentioned.

Dated this 15th day of DECEMBER, 2020.

For the New Brunswick SPCA,

For the Village de Lac Baker,



Louis Chouinard
Mayor