

**THIS AGREEMENT made in duplicate as of the                      day of                      A.D. 2024**

BETWEEN:

**THE TOWN OF NEPAWA**  
(hereinafter referred to as the "Municipality")

-and –

**XXXXX**  
(hereinafter called "the Contractor")

WHEREAS the Municipality has the authority under subsection 250 (2) of *The Municipal Act S.M. 1996* to enter into agreements to do with or on behalf of the Municipality anything the Municipality has the power to do within the Municipality;

AND WHEREAS pursuant to *The Municipal Act* the Municipality has enacted a By-Law to regulate and control dogs, cats, nuisance pests and vermin within the boundaries of the Town of Neepawa;

AND WHEREAS the Municipality has the power and has deemed it expedient to enter into a contract for the provision of animal control and impoundment services;

AND WHEREAS the Municipality and the Contractor have agreed to enter into a contract respecting the provision of animal control and impoundment services;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree as follows:

1. **TERM OF AGREEMENT**

This agreement shall be for a period commencing January 1, 2025 and terminating December 31, 2025 unless terminated before that date in accordance with the terms of this agreement.

2. **SERVICES TO BE PROVIDED**

- a. The Contractor is hereby appointed as "Animal Control Officer" for the Municipality as defined by the Municipality's Animal Control By-Law.
- b. During the term of this agreement, the Contractor shall provide equipment and labor, as specified within this contract, necessary for the performance and enforcement of animal control, as set out in the Animal Control By-Law.
- c. The Contractor shall be supplied with a jacket and a reflective vest for identification purposes while carrying out the duties of the animal control officer. The Municipality shall provide a hi visibility vest (for summer months) and a hi visibility jacket for winter.
- d. The Contractor shall be supplied with two magnetic signs for his vehicle while carrying out the duties of the animal control officer.
- e. The Contractor shall be responsible for employee safety in completion of animal control services in compliance with the regulations and practices required by the applicable Health and Safety legislation and shall be responsible for initiating, maintaining, and

supervising all safety precautions and programs in connection with the performance of those services and activities.

- f. The Contractor agrees to provide the animal control services in accordance with and shall comply with the provision of all legislation and statutory regulations, which may apply.
- g. The Contractor shall be responsible to ensure that dogs and cats captured shall be delivered to the Neepawa Veterinary Clinic, which has been designated as the Pound for the Town of Neepawa. The Contractor shall be responsible for the safe and proper disposal of all wild animals captured in the Town of Neepawa.
- h. The Contractor shall be responsible for the care and maintenance of all equipment and supplies utilized in the safe capture and delivery to the pound. The Municipality shall supply the required equipment and shall review the requirements on an annual basis.
- i. The Contractor shall be responsible for keeping an updated listing of all equipment and shall supply such list to the Municipality on a yearly basis. All equipment requests from the Contractor shall be reviewed by the Municipality for their consideration.
- j. The Municipality agrees to list the animal control officer as an additional insured under the Town of Neepawa Insurance Policy to be effective only when carrying out the duties of an animal control officer.

### **3. INVOICES AND PAYMENT**

- a. The Contractor shall invoice the Municipality on a monthly basis following the services provided in accordance with the monthly rate attached hereto and marked as Schedule "A" on the invoice template attached as Schedule "B".
- b. The submission of fraudulent invoices by the Contractor shall constitute grounds for the immediate termination of this agreement by the Municipality, any provision hereof to the contrary notwithstanding.
- c. The Contractor shall keep records of dates, locations, approximate times and animals caught and the Municipality shall have access to all such records upon reasonable notice.
- d. The Municipality shall pay to the Contractor any sales taxes that may be applicable to the amounts shown in any invoice rendered on account of the services herein described.

### **4. CONTRACTOR'S COVENANTS**

- a. The Contractor covenants' as follows:
  - i. To maintain a valid class 5 drivers license;
  - ii. To be available 24/7 for Town emergencies;
  - iii. To obey and observe all applicable statutes, regulations ordinances, and by-laws;
  - iv. To perform the services supplied to the Municipality in a good and workmanlike fashion;
  - v. To contract for and maintain vehicle insurance on all vehicles and equipment owned or operated by the Contractor and used in the performance of this agreement with public liability and property damage limits of no less than \$500,000.00 for each vehicle;
  - vi. To arrange that no insurance coverage to be provided pursuant to this agreement shall be cancelled, lapsed varied or amended without 30 days prior written notice to the Municipality;

- vii. To take all reasonable and protective measures to ensure that no insurance or compensation coverage is voided, forfeited or invalidated;
- viii. To indemnify and save harmless the Municipality from and against any and all actions, suits, claims, demands, costs, damages, penalties and losses which may be brought or assessed against it in consequence of the errors, omissions, negligence or intentional acts of the Contractor or its officers, agents, or employees.
- ix. To provide a copy of current Possession and acquisition license (PAL) license should services with a firearm be provided (ex. shooting nuisance birds, gophers or ground squirrels).

**5. ASSIGNMENT**

- a. This agreement may not be assigned to any other party without the prior written approval of the Municipality, which approval may be withheld for any reason.
- b. For the purposes of this agreement a change in control or management of the Contractor shall be deemed to be an Assignment requiring approval of the Municipality.

**6. TERMINATION**

- a. This agreement may be terminated forthwith by the Municipality providing two (2) weeks written notice.
- b. In the event that the Contractor is in breach of any covenant or term hereof, the Municipality may provide written notice of breach to the Contractor and the Contractor shall forthwith take all reasonable measures to correct such breach. If such breach is not corrected within a reasonable time following written notice of it the same or a similar breach occurs more than five times, the Municipality may terminate the written agreement on 30 days written notice.

**7. GENERAL PROVISIONS**

- a. The Contractor shall not perform work or supply services to other persons and entities and that apart from the equipment to be provided by the Municipality as specified in this contract, has its own tools, equipment and employees and will supervise and direct the services to be supplied hereunder.
- b. The address for delivery of notices to a party shall be its last known address.
- c. The Contractor agrees to permit the Municipality to publish the Contractor's telephone number among the Municipality's listings in any telephone directories selected by the Municipality under the sub-heading "Animal Control"

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

TOWN OF NEEPAWA

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
XXXX

\_\_\_\_\_  
Witness

**SCHEDULE "A"**

To Agreement Between Town of Neepawa and \_\_\_\_\_

The Municipality agrees to pay \_\_\_\_\_ for the provision of animal control services as set forth in the written agreement as follows:

1. A monthly retainer in the amount of \$400.00
2. In addition to the monthly retainer the Contractor shall be paid the following per animal caught:
  - a. \$50.00 per dog
  - b. \$25.00 per cat
  - c. \$75.00 per skunk
  - d. \$50.00 per other nuisance wildlife (raccoon, badger, porcupine)
  - e. \$2.00 per ground squirrel / gopher
  - f. \$75 per beaver
  - g. \$10 per nuisance bird (pigeon, magpie)

**SCHEDULE "B"**

# INVOICE

**animal control officer**  
Box  
Neepawa, MB R0J 1H0

**DATE:**  
**INVOICE #**  
**FOR:** *Animal Control*

**Bill To:**

Town of Neepawa  
Box 339  
Neepawa, MB  
R0J 1H0

DESCRIPTION	AMOUNT
Monthly Retainer Fee	\$
_____ # dogs @ \$50 each	\$
_____ # cats @ \$25 each	\$
_____ # skunks @ \$75 each	\$
_____ # nuisance vermin @ \$50 each (porcupine, raccoon, badger)	\$
_____ # squirrels & gophers @ \$2 each	\$
_____ # beavers @ \$75 each	\$
_____ # nuisance birds @ \$10 each (magpie, pigeon)	\$
<b>TOTAL</b>	\$