

THIS AGREEMENT made in triplicate this ____ day of _____, 2019.

BETWEEN

THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the City)

AND

URBAN ANIMAL MANAGEMENT INC.
(hereinafter referred to as UAM Inc.)

WHEREAS the City has adopted a policy on animal welfare services which establishes a target for adoption rates and reduced euthanasia rates;

AND WHEREAS the services and programs to be provided by UAM Inc., are to contribute to a live release rate of 90% to be achieved on a collaborative basis in partnership with the other contributions of other animal welfare programs and service providers;

AND WHEREAS the City has contracted 3 programs, offered by 2 separate service providers being those of UAM Inc., for shelter/pound/adoption services at 121 Pine Valley Blvd., London ON, and for cat adoption services at 756 Windermere Rd., London ON; and Veterinarian Services provided at 1021 Wonderland Rd. South, London ON. All services are to be provided on a collaborative basis with each service being reported and evaluated separately so that each provider and program will contribute to the overall common goal of the City of London to remain a no euthanasia community;

AND WHEREAS the City has an Agreement with UAM Inc., as one of the contributors, to provide animal control, pound and licensing services, and adoption services in accordance with Civic Council Resolution dated August 27th, 2019 (attached);

AND WHEREAS services and programs to be provided by UAM Inc., will be governed by the provisions of this Agreement which reflect the City's current approval program for the delivery of two of its animal welfare contributors;

AND WHEREAS this Agreement embodies the entire Agreement and supersedes any other understanding or Agreement, collateral, oral or otherwise, existing between the parties at the date of execution and relating to the subject matter of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties thereto covenant and agree, each with the other as follows:

DEFINITIONS

1. For the purpose of this Agreement including attachments (hereinafter referred to as the Agreement), unless a contrary intention appears:
 - a) "After Hours' Emergency Service" means an unforeseen combination of circumstances which calls for immediate action, and includes emergency services for sick, rabid, injured and dying animals and wildlife. In addition for Stray Dogs and Confined Cats (as hereinbefore defined) emergency service includes situations where these animals are in the action of posing an immediate threat to public safety, Eg. (bite occurrences and/or aggressive behaviour towards people or animals). "After Hours' Emergency Service" may also include providing assistance to London Police Services, Middle-Sex London Health Unit, and Humane Society London Middlesex when an unforeseen combination of circumstances calls for partnered emergency action.
 - b) "Animal Control" includes:
 - i) Stray dogs and stray pit bull dogs;
 - ii) Confined cats but subject to the terms of this Agreement;
 - iii) Sick, injured or dying domestic animals and sick, injured or dying wild animals, except for those animals for which services shall be provided for by the Humane Society London Middlesex;
 - iv) Parks patrol subject to the terms of this Agreement.

- c) "Animal Control Officer" means a person appointed by the City Poundkeeper whose duties include the administration and enforcement of Animal Control By-law PH-3, as amended from time to time, or any successor by-law, Dog Licensing & Control By-law PH-4, as amended from time to time, or any successor by-law, Dogs Off Leash Areas By-law PH-7, as amended from time to time, or any successor by-law, Pit Bull Dog Licensing By-law PH-12, as amended from time to time, and any successor by-law, and the enforcement of the *Dog Owners' Liability Act*, R.S.O. 1990 with specific reference to pit bull dogs namely Ontario Regulation 157/05, as amended from time to time, or any successor legislation.
- d) "Animal Control Services" means the delivery of all services described in Schedule "B" within the Service Area in relation to animal control.
- e) "Animal Licensing Services" means the process whereby dog and cat owners purchase their license or registration of pet identification, and includes a renewal process undertaken by UAM Inc. as described in Schedule "C".
- f) "By-law or Provincial law" means the by-law of the City or Provincial law as amended from time to time or any re-enactment of or successor to such by-law or provincial law.
- g) The "Cat Adoption Facility" means a City owned property and the buildings located at 756 Windermere Rd., London ON, awarded under this Agreement to UAM Inc. in order to facilitate cat adoptions, and to provide temporary housing for adoptable cats transferred primarily from London Animal Care Centre, and as a secondary source as space permits, local approved Fostering Organizations.
- h) The "City" means The Corporation of the City of London as being represented by the Managing Director, Development and Compliance Services (hereinafter referred to as the "Managing Director") or his designate who shall be responsible for the administration of this Agreement.
- i) "City Companion Animal Hospital" means the CVO accredited facility, currently located at 1021 Wonderland Rd. South, London ON; managed by the City, known as London Animal Shelter Services (LASS).
- j) "City Poundkeeper" means the person or agency as appointed by London Municipal Council and is UAM Inc. pursuant to the Public Pound By-law PH-5, whose duties include the administration and enforcement of the provisions of the Public Pound By-law of the City, the *Pound Act*, *Animals for Research Act*, the *Municipal Act 2001* and all other applicable by-laws and legislation and except as otherwise provided for and addressed in this Agreement.
- k) "CVO" means College of Veterinarians of Ontario.
- l) "Confined Cat" means a cat that has been captured by a London resident or visitor and delivered to the Pound Facility, which is described as being located at 121 Pine Valley Boulevard, London Ontario, N6K 3T6.
- m) "Community Cat" means a cat that is un-owned, free roaming, living mostly outdoors. Community Cat also refers to a cat in a managed Trap Neuter Return (TNR), or unmanaged Shelter Neuter Return (SNR) program which have been approved by the City.
- n) "Companion Animal Hospital" means an accredited facility where a Veterinarian performs surgeries and medical procedures, as regulated by the CVO.
- o) "Fundamental Breach by UAM" means an act or omission on the part of UAM Inc., which results in a total cessation of services to be delivered by UAM under the within Agreement for more than five (5) consecutive days, the bankruptcy of UAM Inc., the transfer or assignment of the interest of UAM Inc. in the Agreement without the approval of the City, or the failure by UAM Inc. to maintain insurance.
- p) "Fundamental Breach by the City" means an act or omission on the part of the City, which results in a total cessation of services to be delivered by UAM under the within Agreement for more than five (5) consecutive days.

- q) “Non-active Service Areas” mean sewers, drains and culverts, outdoor elevations above ground (e.g., rooftops), airport lands, railway lands, and other federally owned or operated lands, trees and utility poles, rivers, streams, creeks and all bodies of water and wetlands.
- r) “Satisfactory”, “approved”, “adequately”, “suitably”, or similar words or phrases mean “satisfactory” and so forth to the City, acting reasonably.
- s) “Service Area” means all lands within the municipal boundaries of the City of London, save and except those areas designated as Non-active Service Areas, as of the date of this Agreement.
- t) “Service Areas for Bite Investigations” means all lands within the municipal boundaries of the City of London, as of the date of this Agreement.
- u) “Stray Dog” means a dog deemed to be running at large when found in any place other than the premises of the owner (as defined in by-laws PH-4, and PH-12) of the animal and not under control by means of a leash.
- v) “Veterinarian” means a person who is qualified to practice veterinary medicine as a Doctor of Veterinary Medicine, who is licensed and in good standing with the CVO, and includes Locum Veterinarians with the same credentials and standing with CVO.

TERM OF AGREEMENT

2. The terms of this Agreement shall be for a period of five (5) years commencing November 1st, 2019 and ending October 31st, 2024. The City at its absolute sole discretion shall have the option to renew the contract for an additional three (3) year period in one (1) year increments.

SERVICES

3. Within the Service Area and the Service Area for Bite Investigations, UAM Inc. shall deliver the following services as more specifically described in the Schedules which are attached hereto and form part of the Agreement:

Schedule “A” Shelter Facility Services/Programs related to Stray & Impounded Animals
 Schedule “B” Animal Control Services
 Schedule “C” Animal Licensing/Identification Services
 Schedule “D” Pound Services
 Schedule “E” Animal Control Services – Pit Bull & Dangerous Dogs
 Schedule “F” Animal Licensing Services – Pit Bull Dogs
 Schedule “G” Pound Services – Pit Bull Dogs
 Schedule “H” Cat Adoption Facility Hours of Service - Operation/Upkeep (Catty Shack)
 Schedule “I” Freedom of Information and Protection of Privacy

REMUNERATION

4. Remuneration for the services and programs provided by UAM under the terms of this Agreement shall be paid to UAM Inc. or the City as follows:

UAM Inc. shall receive an annual total cost for services of \$2,250,580, adjusted annually by the Consumer Price Index of Ontario commencing November 1st, 2019, and again each November 1st for the duration of the Agreement. The total annual cost shall be divided evenly into 12 monthly payments. These monthly payments, representing 1/12th of the annual total cost for service, shall be made at each month end, in arrears.

Although UAM Inc. will manage and maintain the Pet Identification and Licensing program, any fees collected by the City from Licenses and Identification issuances which it issues through the City and other designated locations shall be fully verified, reconciled and retained by the City. The City shall inform UAM Inc. at each month end for reconciliation purposes.

The City shall inform UAM Inc. of the reconciled total tags sold and fees collected by the City, at the end of each month end, so UAM Inc. can include these numbers for required reconciliation and reporting purposes when submitting the monthly invoice.

5. Other items associated with remuneration for existing or proposed services:

- a) While the City operates a companion animal hospital, the City agrees to the combined total annual cost of \$60,000 for the services of a Registered Veterinary Technician, and an Animal Care Assistant at the City operated companion animal hospital. This cost will be adjusted annually by the Consumer Price Index of Ontario commencing November 1st, 2019, and again each November 1st for the duration of this Agreement, or until a time that the service is no longer required, whichever comes first. The total annual cost shall be divided evenly into 12 monthly payments. These monthly payments, representing 1/12th of the annual total cost for service, shall be made at each month end, in arrears. Should the City decide to no longer operate a companion animal hospital UAM Inc. would receive a minimum of 60 days notice prior to the cancellation of this service.
- b) While the City operates a cat adoption centre, the City agrees to the total annual cost of \$108,042 for the services of a cat adoptions, and a satellite pet identification and licensing office. This cost will be adjusted annually by the Consumer Price Index of Ontario commencing November 1st, 2020, and again each November 1st for the duration of this Agreement, or until a time that the service is no longer required, whichever comes first. The total annual cost shall be divided evenly into 12 monthly payments. These monthly payments, representing 1/12th of the annual total cost for service, shall be made at each month end, in arrears. Should the City decide to no longer operate a cat adoption centre UAM Inc. would receive a minimum of 60 days notice prior to the cancellation of this service.
- c) UAM Inc. shall remit to the City 20% of all adoption fees collected at London Animal Care Centre and at the City Cat Adoption Centre.
- d) UAM Inc. will retain 75% of each first time licensing or pet identification fee, and UAM Inc. will remit the remaining 25% of each first time licensing or pet identification fee to the City. This pertains only those new licenses generated during the May through August Proactive Licensing Program.
- e) The monies payable under the Agreement are compensation for all materials, parts, tools, equipment, labour, bonding and compensation costs, including items required for protection of workers or public health and safety, as well as all other costs related to the performance of this Agreement, whether specifically stated or not.
- f) Despite clause a) above the monies payable under the Agreement do not include the materials, parts, tools, equipment, labour, bonding and compensation costs related to a City contracted Veterinarian, a potential future mobile spay neuter facility and related operational costs including maintenance of equipment and facility, utilities, taxes, permit fees, and do not include the proposed mobile microchip unit and the enhanced medical services and treatments as set out in RFP 14-17 and the resulting City contract with a Veterinarian.
- g) Should the City wish to add new Animal Control Services, Animal Licensing Services, or Pound Services or should significant changes to how a City By-law is to be administered/enforced or should significant changes occur to Provincial legislation and regulation, and prior to the delivery of such new or additional services, the City and UAM Inc. shall upon agreement of the new service negotiate a price for service delivery subject to Municipal Council approval. Should the parties be unable to negotiate a price for the new or additional services, the City and UAM Inc. agree that the issue shall be resolved in accordance with this Agreement.
- h) The City retains the rights to establish, and an obligation to coordinate animal welfare services with other service providers who agree to, in good faith, work in a cooperative environment with both the City and UAM Inc. but shall not impact UAM Inc. services from a resource, financial or service delivery perspective.
- i) Minor amendments to animal control services in this Agreement shall be accommodated by UAM Inc. through discussion with the City and possible minor adjustment in delivery of existing services. Minor amendments shall not have a financial impact on UAM Inc. Where the City and UAM Inc. are unable to come to an agreement on the addition of minor amendments, the process outlined in the Disputes portion of this Agreement will be relied upon.

- j) This Agreement is subject to Harmonized Sales Tax (HST), shall be in addition to and not included in the calculation of the sums hereinbefore provided and shall be paid by the City to UAM Inc. and remitted by UAM Inc. in accordance with application legislation.

PROSECUTIONS

6. Prosecutions under the following by-laws shall be handled by the City's Prosecution Services or its agent:
- a) By-law PH-3 Animal Control
 - b) By-law PH-4 Dog Licensing & Control
 - c) By-law PH-7 Dogs Off Leash Areas By-law
 - d) By-law PH-12 – Pit Bull Licensing By-law
 - e) Dog Owner's Liability Act (DOLA)
7. Dog Owner's Liability Act (DOLA) – Part III Charges

When it is more appropriate to lay a Part III charge under DOLA, UAM Inc. will:

- a) Review file documents and prepare summons; swear information before a Justice of the Peace prepare evidentiary package and send to Provincial Prosecutor
- b) Follow-up with Provincial Prosecutor as required prior to trial date

8. DOLA — Proceedings

When it is more appropriate to submit a Part IX Proceeding (Application for an Order) UAM Inc. shall:

- a) Take the lead and prepare all required documentation for the Courts including swearing the Statement of Summons
- b) Be required to provide such evidence as is available to the Prosecutor and be available as a witness including any necessary preparation requirements.

GENERAL

9. UAM Inc. shall not perform any animal control and pound services in any other municipality except to the extent that grants or payments from such municipalities have been made in sufficient amount to satisfy all costs and expenses of UAM Inc., services to such municipalities and such services to other municipalities shall not affect the level of service being provided by UAM Inc. to the City in accordance with the terms of this Agreement.
10. The City shall provide, at its cost, all approved animal control forms and promotional materials.

COMPLIANCE WITH REGULATIONS

11. Subject to the terms of this Agreement, UAM Inc. shall in all respects abide by and comply with all lawful rules, regulations and by-laws of the Federal, Provincial or Municipal Government in any manner affecting the operations conducted by UAM Inc. herein.

LICENSES AND PERMITS

12. UAM Inc. shall, at their own cost and expense, procure, maintain and keep available for inspection such licenses, permits or approvals from Federal, Provincial, Municipal or other Government authorities, as may be necessary to enable UAM Inc. to furnish the services and conduct the operations provided for in this Agreement, it being noted that radio permits are paid for by the City.

SAFETY

13. UAM Inc. shall perform all work and deliver all services under this Agreement in accordance with requirements of the Ontario Occupational Health and Safety Act and applicable Regulations and their safety policy and procedures. Should circumstances render UAM Inc. unable to comply with these requirements, UAM Inc. shall immediately notify the Managing Director.

14. UAM Inc. shall ensure the company's management, supervisors and employees are trained, qualified and possess the necessary certifications to perform all work and deliver all services in compliance with any federal, provincial and municipal regulatory codes, acts, law and by-laws.
15. Should any vehicle accident occur during UAM Inc.'s performance of work for the City, UAM Inc. shall immediately notify the City of London Dispatch Office at 519-661-4965. Subject to the direction of the Managing Director, UAM Inc. may be required to provide the City with a written report of the details of the vehicle accident and any related personal injury.
16. Should any critical injury or illness, as defined in the Occupational Health and Safety Act, occur to any person or worker during UAM Inc.'s performance of work for the City, UAM Inc. shall forthwith notify the Managing Director.

UAM Inc.'s shall forthwith notify the Managing Director of any orders, fines, or interactions with regulatory authorities such as the Ministry of Labour that arises as a result of a critical injury or illness.

17. Prior to providing services under this Agreement UAM Inc. shall submit to the City:
 1. UAM Inc.'s health and safety policy;
 2. A list of health and safety-related training and instruction that UAM Inc. provides to its personnel and/or requires its personnel to undertake;
 3. UAM Inc.'s procedures describing actions taken in the event of an accident, fire, medical emergency, or other emergency; and
 4. The names of personnel of UAM Inc. in possession of a valid First Aid Certificate.
18. In the event of any dispute between UAM Inc. and the City with respect to UAM Inc.'s compliance with any safety, contractual requirements, UAM Inc. and the City agree that the issue shall be submitted to mediation/arbitration in accordance with this Agreement.

SECURITY

19. UAM Inc. shall submit to the City, within ten (10) working days after the receipt of notice to do so by the City, a Performance Bond guaranteeing the full and faithful performance of the work for services to be provided, in the amount of \$1,209,311.00 Dollars by:
 1. A bonding agency licensed to operate in the Province of Ontario and only on the City standard Form of Bond; or
 2. An Irrevocable Letter of Credit in the amount of \$1,209,311.00 Dollars from a recognized Financial Institution in a form acceptable by the City Treasurer.

INSURANCE AND INDEMNIFICATION

20. UAM Inc. shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by UAM Inc., its agents, officers, employees or other persons for whom UAM Inc. is legally responsible.
21. UAM Inc. shall maintain comprehensive general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars and shall include the City as an additional insured with respect of UAM Inc.'s operations, acts and omissions relating to its obligations under this Agreement, such policy to 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. UAM Inc. shall submit on an annual basis, in advance of expiry a completed Insurance Certificate which provides for a minimum of thirty days notice in advance of cancellation of such insurance.
22. The policies shown above shall not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

23. UAM Inc. shall not commence work until such time as the required bond/letter of credit has been approved by the City Treasurer and satisfactory the evidence of insurance has been filed with and approved by the Risk Management Division of the City. UAM Inc. shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the Agreement.

REPORTING TO THE CITY

24. UAM Inc. shall prepare monthly shelter service statistics specific to all animals and activities based upon the distinct functions completed at 121 Pine Valley Blvd and 756 Windermere Rd. by way of separate reports specific to each facility. Reports are independent of one another and evaluated on a basis specific to the facility. Monthly shelter service statistics related to animals and activities approved by the Managing Director include but not limited to:

- (i) Licensing and Registration Activities and monthly financial reports for:
 - a) new applications for cats
 - b) new applications for dogs
 - c) new applications for cats via a foster adoption
 - d) new applications for dogs via foster adoptions
 - e) renewals for cats
 - f) renewals for dogs
 - g) renewals for Pit Bull dogs
 - h) service dog applications
- (ii) Shelter Intake:
 - a) cats
 - b) dogs
 - c) Pit Bull dogs
 - d) Wildlife/other
- (iii) Euthanasia, separated into distinct categories for:
 - a) number euthanized due to space constraints
 - b) euthanized due to age or illness
 - c) euthanized due to behavioural constraints
- (iv) Live Release Rate for each cats and dogs:
 - a) claim activities
 - b) all adoption activities
 - c) transfer activities to the City Cat Adoption Centre
 - d) transfer to other organizations or agencies
 - e) Pit Bull dog activities
- (v) Wildlife/other activities
- (vi) UAM Inc. agrees to undertake the following:
 - a) maintain accurate and up to date records of all substantive provisions of the service provided including statistical reporting
 - b) provide a monthly summary report to the City of services provided
- (vii) The City agrees to undertake the following:
 - a) acknowledge and review the monthly summary report prepared by UAM Inc.
 - b) bring to the attention of UAM Inc. any Agreement compliance issues identified in the monthly monitoring report within ten (10) business days from the receipt of the report.
- (viii) Additional reporting requests shall be discussed and agreed upon between the City and UAM Inc. prior to new reporting requirements and information being produced and publically reported.

PERFORMANCE MONITORING

25. Mandatory unannounced inspections of the municipal shelter at 121 Pine Valley Blvd., and at the cat adoption centre at 756 Windermere Rd., London Ontario, shall be conducted by the City no less than four (4) times per year. Each inspection will be documented with the date, time, and findings of the inspection. The Ontario Ministry of Agriculture and Food will continue to be responsible for Pound compliance under their governing regulations; and the College of Veterinarians of Ontario will continue to be responsible for the practices of the Veterinarian(s).
26. The City will implement a written complaint review process whereby:
- a) The City and UAM Inc. recognize the need to deal openly and timely where a concern is expressed by a Londoner or agency with respect to animal welfare, by-law compliance, limitation of contracted services or Agreement fulfillment, the City and UAM Inc. agree to the following complaint process (for the purposes of this section, business days refer to days City Hall is open and accessible to the public for services):
 - b) Where UAM Inc. receives a written complaint from the public, UAM Inc. agrees to forward the complaint to the City within two business days of receipt of the complaint. Further, during the initial contact the complainant will be encouraged to contact the City.
 - c) Where a written complaint is received by the City, the City will evaluate the details of the complaint relevant to the Agreement with UAM Inc. to determine if an investigation is required.
 - d) Where an investigation of the complaint is deemed to be required, the City shall notify UAM Inc. in writing within 30 days of receipt of the complaint. Subject to MFIPPA the City shall include the details of the complaint. Personal information can only be forwarded with the consent of the individual. UAM Inc. will not be responsible for responding to complaints which are anonymous and/or without the specific details required to conduct an inquiry into the complaint(s). The City recognizes that for UAM Inc. to investigate and respond to a complaint forwarded by the City, specific details including date, time, parties involved, concerns/issues are essential for a comprehensive review. Response to anonymous complaints or complaints coming from parties not directly involved will be at the discretion of the City and UAM Inc.
 - e) In all cases, where a written complaint is received and UAM Inc. has been notified that an investigation is required, UAM Inc. will have the opportunity of investigating and responding to the City within ten business days of receipt of notification of the complaint.
 - f) The City will have the discretion, at its expense, to investigate complaints, including retaining an independent party to investigate the complaint, ask appropriate governing bodies (i.e. The Ontario Ministry of Agriculture, Food and Rural Affairs) to conduct an investigation, or ask UAM INC. to investigate the complaint.
 - g) Where circumstance dictates specific action is required, the City will provide adequate time for UAM Inc. to take appropriate action to remedy the compliance issue as agreed upon by both parties.
 - h) Upon completion of the investigation, the City will report back to all parties included in the original written complaint with their findings indicating:
 - (i) no compliance issues found, or
 - (ii) where compliance issues identified the actions taken to remedy such concerns.
 - i) In all cases where an investigation is completed and UAM Inc. is notified of the results of the investigation, UAM Inc. will be given an opportunity to respond to the findings within ten (10) business days of receipt of the findings.
27. The City and UAM Inc. agree on the need for ongoing monitoring and reporting of Agreement compliance and undertake to the following:
- (i) UAM Inc. agrees to undertake the following:
 - a) provide separate reporting on any service quality complaints that are confirmed to be valid that where brought to the attention of UAM Inc. by the City under section 26 of this Agreement. The reporting will include a description of the complaint, facts obtained from

the investigation of the complaint, a summary of Agreement compliance with respect to the complaint, and a list of corrective actions if any to address the complaint.

(ii) The City agrees to the following:

- a) prepare a quarterly report on Agreement compliance in the form of a letter to UAM Inc. identifying any valid Agreement compliance issues and specifying remedies to address these issues. Where there are no Agreement compliance issues the City will certify that UAM Inc. is fully compliant with the Agreement.
- b) the City's quarterly monitoring report will address any valid complaints and set out the remedies to address the complaint.
- c) the City will prepare an annual monitoring report addressing Agreement compliance, service statistics, and complaint investigations.
- d) where the City fails to provide a monitoring report within thirty calendar days of each quarter and annual anniversary, the City acknowledges by this agreement that UAM Inc. will be deemed to be fully compliant with this Agreement.

OTHER CITY MANAGED PROGRAMS AND INITIATIVES AND THE ROLE OF UAM Inc.:

28. APPROVED FOSTERING ORGANIZATION PROGRAM

- a) UAM Inc. shall be required to implement a modified licensing renewal program to accommodate the \$0 fee requirement until the second renewal year.
- b) In future should the City implement a Foster Registry UAM Inc. shall maintain the registry at no additional service fee to the City, and the details of such registry shall be developed in a collaborative manner between the City and UAM Inc.

29. SHELTER NEUTER (or spay) RETURN (SNR) CAT PROGRAM

- a) UAM Inc. shall be required to return healthy feral cats following their spay/neuter surgery recovery period to their location of capture and keep record of such, should a registry ever be required, the details of such registry shall be developed in a collaborative manner between the City and UAM Inc. The approved locations will be determined by the City.

30. PET OWNERS LICENSING REWARDS

- a) The City will be responsible for all aspects of the program but will require that annual renewal stickers be included in the annual renewal "mail outs" sent by UAM Inc. Should the City and UAM Inc. decide to implement a paperless renewal program for interested clients, the City would then either pay for those "mail outs" or compensate UAM Inc. for the cost of postage if UAM Inc. is required to do the mailing.
- b) UAM Inc. shall provide the City with the annual address information required to complete the mailings should the City conduct the "mail outs".

31. CITY CAT ADOPTION CENTRE

- a) The City Cat Adoption Centre service provider's (UAM Inc.) role and responsibilities are to facilitate cat adoptions, and to provide temporary housing for adoptable cats transferred from primarily from London Animal Care Centre, and as a secondary source (as space permits), local approved Fostering Organizations. Care for the inhabitants of the Cat Adoption Centre will reflect the Five Freedoms of Animal Welfare:

- Freedom from hunger and thirst
- Freedom from discomfort
- Freedom from pain, injury or disease
- Freedom to express normal behaviour
- Freedom from fear and distress

- b) All cats entering the Cat Adoption Centre shall only be transferred to the centre if they have been spay or neutered, and further examined and treated as deemed necessary by a Veterinarian.

- c) No medical procedures will be conducted at the Cat Adoption Centre unless completed by a Veterinarian, and authorized by the City. Enhanced medical procedures available at the City's Companion Animal Hospital are at the discretion of the City Veterinarian.
- d) To ensure the health of the adoptable cat at the Cat Adoption Centre, no stray or surrendered animals are to be accepted at this facility.
- e) Additionally under this Agreement, this facility will serve as a secondary satellite location for pet licensing/identification for cats, and renewal licensing for both cats and dogs.
- f) Schedule "H" attached to this Agreement further details the facility operation and upkeep.

32. ENHANCED VETERINARY CARE

UAM Inc. agrees:

- a) that the City and the City contracted Veterinarian will establish the level of care to be provided to the shelter and Cat Adoption Centre population.
- b) that the role/responsibilities of the Veterinarian, and reporting structure of the Veterinarian will be documented.
- c) that compensation of the Veterinarian will be provided by the City.
- d) that related costs associated with the enhanced medical services and treatments will be paid by the City.
- e) that should the UAM Inc. facility require structural changes to accommodate any new medical equipment the City will provide compensation to UAM Inc. for the required work.

CONFIDENTIALITY, PRIVACY OF REPORTS

- 33. (MFIPPA), UAM Inc., its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, any information or document without obtaining the written consent of the individual/organization concerned prior to the release or disclosure of such information or document and shall comply with the requirements regarding Personal Information and Confidentiality as contained in **Schedule "I"** attached hereto and forming part of this Agreement. When collecting Personal Information under this Agreement, UAM Inc. shall use only the forms approved by the City for that purpose other than for law enforcement investigations.
- 34. In the event that the UAM Inc. ceases operation, it is agreed that the UAM Inc. will not dispose of any records related to Animal Services provided for under this Agreement without the written consent of the City, but when requested by the City shall return the records to the City forthwith.

PREVIOUS AGREEMENTS

- 35. This Agreement supersedes all previous Agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the services.

NOTICE

- 36. Whenever notice is required or permitted to be given by either party to the other, such notice shall be in writing and shall be validly given or sufficiently communicated if forwarded by registered mail or delivered as follows:

To the City: Managing Director, Development and Compliance Services, 300 Dufferin Avenue, London Ontario N6A 4L9.

To UAM Inc.: Urban Animal Management Inc., 121 Pine Valley Boulevard, London Ontario N6K 3T6, Attention: President.

If any question arises as to whether any notice was communicated by one party to the other, it shall be deemed to have been effectively communicated or given on the day received or on the fifth day after it was mailed or sent, whichever is earlier.

NON-ASSIGNMENT

37. UAM Inc. shall not assign this Agreement without the prior consent in writing of the City which consent may not be unreasonably withheld.

DEFAULT

38. A default of either party to this Agreement, other than a fundamental breach, shall, failing settlement by the parties be referred to the dispute resolution provisions of this Agreement.

39. Fundamental Breach by UAM Inc.

In the event that a fundamental breach by UAM Inc. occurs:

- (a) The City may invoke the provisions of this section of the Agreement by notice in writing delivered to UAM Inc. The notice shall set out the nature of the Fundamental Breach by UAM Inc. and shall specify the date (Effective Date) on which the provisions of this section shall have effect, which date shall not be less than five (5) business days following the delivery of the notice;
- (b) If UAM Inc. remedies the Fundamental Breach by UAM Inc. prior to the Effective Date then the provisions of this section of the Agreement shall not become effective.

40. Fundamental Breach by the City

In the event that a Fundamental Breach by the City Occurs

- (a) UAM Inc. may invoke the provisions of this section of the Agreement by notice in writing to the City. The notice shall set out the nature of the Fundamental Breach by the City prior to the Effective Date on which the provisions of this section shall have effect, which date shall not be less than five (5) business days following delivery of the notice.
- (b) If the City remedies the Fundamental Breach by the City prior to the Effective date then the provisions of this section of the Agreement shall not become effective.

Where UAM Inc. has committed a fundamental breach of this Agreement and has not rectified the breach under the terms of this Agreement the City may without any other authorization, take all or part of the services out of UAM Inc.'s hands and may employ such means as it sees fit to deliver the services. Where the work or any portion thereof has been taken out of UAM Inc.'s hands, the obligation of the City to make payment for such work or portion thereof shall be at an end of UAM Inc. shall not be entitled to any further payment in respect of such work or portion thereof.

Where the City has created a fundamental breach and has not rectified the breach under the terms of this Agreement, UAM Inc. has the right to terminate this Agreement and take any legal steps against the City for damages and loss of income.

FORCE MAJEURE

41. Notwithstanding any other provision contained herein, in the event that either party is delayed or prevented from the performance of any act required hereunder by reason of any event beyond the control of the party, including fire, flood, earthquake, element of nature, explosion, acts of God, acts of war, terrorism, riots, civil or public disorders or disobedience, strikes, lock outs, labour disputes, acts of vandalism, sabotage, or other unlawful acts then performance of such act shall be postponed to a period of time equivalent to the time lost by such delay.

DISPUTES

42. Dispute Resolution

The provisions of this section shall apply:

- a) Whenever any issue arises with respect to interpretation of this Agreement that is not resolved in a manner or time frame acceptable to either party; or
- b) Whenever a party breaches or is alleged to have breached its obligations pursuant to this Agreement, except in the case of a fundamental breach; or
- c) Whenever a matter is subject to agreement between the parties and the parties are unable to agree.

The parties agree to first endeavor to settle the dispute in an amicable manner by participating in mediation with a mutually acceptable independent third party mediator before having recourse to arbitration or a judicial forum.

MEDIATION

43. If the matter has not been resolved within thirty (30) calendar days of the disputing Party's notice, or if the party receiving the notice will not meet within seven (7) calendar days (the earlier of which is the "Submission Date"), the dispute shall be submitted to mediation in accordance with the following procedure.

a) Selection of Neutral

The Parties shall have five (5) days from the Submission Date to agree upon a mutually acceptable neutral person not affiliated with either of the Parties (the "Neutral"). If no Neutral has been selected within such time, the Parties agree jointly to request that their respective solicitors supply within five (5) days, a list of potential Neutrals with qualifications as specified by the Parties in the joint request. Within two (2) business days of the receipt of the list, the Parties shall independently rank the proposed candidates, shall simultaneously exchange rankings, and shall select as the Neutral the individual receiving the highest combined ranking who is available to serve. If either Party does not rank and provide a copy of the ranking to the other Party, the Party who does rank the Neutral will be able to select the Neutral.

b) Time and Place for Mediation

In consultation with the Neutral, the Parties shall promptly designate a mutually convenient time and place for the mediation (and unless circumstances require otherwise, such time to be not later than ten (10) days after the selection of the Neutral).

c) Summary of Views

One (1) week prior to the first scheduled session of the mediation, each Party shall deliver to the Neutral and to the Other Party, a concise written summary of its views on the matter in dispute not to exceed five (5) pages.

d) Staffing at Mediation

In the mediation, each Party may be represented by Counsel. In addition, each Party may bring such additional persons as needed to respond to questions, contribute information and participate in the mediation.

e) Conduct of Mediation

The parties will attempt to resolve the dispute with the assistance of the Neutral. To this end, the Neutral is authorized to conduct both joint meetings and separate private caucuses with the Parties.

f) The Neutral's Views

Any opinions or recommendations of the Neutral shall not be binding on the Parties.

g) Termination of Procedure

The Parties agree to participate in the mediation for at least four (4) hours (unless terminated earlier by the Neutral). After that time, either of the Parties may leave the mediation at any time. The Parties agree not to take any action in relation to the dispute prior to the conclusion of a five (5) day post-mediation period that commences on the day after the conclusion of the mediation.

h) Fees of Neutral; Disqualification

The fees of the Neutral shall be shared equally by the Parties. The Neutral shall be disqualified as a witness, consultant, expert or counsel for either Party with respect to the matters in dispute and any related matters.

i) Confidentiality

The mediation is confidential, and no stenographic, visual or audio records shall be made. All conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the mediation by either the Parties, their agents, employees, representatives, or other invitees and by the Neutral (who will be the Parties' joint agent for the purposes of the mediation) are confidential. Any conduct, statements, promises, offers, views and opinions shall not be discoverable or admissible for any purposes, including impeachment in any litigation or other proceedings involving the Parties, and shall not be disclosed to anyone, not an agent, employee, expert, witness, or representation of either of the Parties; provided, however, that evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the mediation.

ARBITRATION

44. It is the Parties' intention that any dispute between them should be settled amicably, by consultation, negotiation, and mutual agreement. If agreement cannot be obtained after good faith efforts by all Parties concerned, the Parties agree that the dispute shall be resolved by submission to final and binding arbitration in accordance with the provisions of this Article, and not by commencement of proceedings in a court of law. The following procedure shall be followed:

- a) A Dispute Notice will be delivered if there is any dispute respecting the interpretation of any provision of this Agreement or of the performance or non-performance of any act governed by this Agreement, then the matter under dispute shall be referred to arbitration utilizing the provisions of the *Arbitration Act (Ontario)*.
- b) Any matter referred to arbitration shall be heard by a single arbitrator, if the Parties agree upon one.
- c) If the Parties to the arbitration cannot agree to one single arbitrator within ten (10) days from the date notice requesting arbitration is given by a Party requesting arbitration (the "First Notice Period"), each Party to the arbitration may appoint an arbitrator within ten (10) days from the expiration of the First Notice Period (the "Second Notice Period").
- d) On the expiration of the Second Notice Period, the arbitrators appointed (the "Board of Arbitration") shall choose amongst themselves a person to act as "Chairperson" of the Board of Arbitration.
- e) The decision of the Board of Arbitration shall be final and binding on the Parties thereto and their respective heirs, executors, administrators and assigns.
- f) In the event that an arbitrator appointed hereunder shall refuse to act or fails to carry out his or her duties hereunder (a "Defaulting Arbitrator"):
 - (i) If the Defaulting Arbitrator is a nominee of a Party to the arbitration, such Party may appoint a substitute arbitrator; and
 - (ii) If the Defaulting Arbitrator is a Chairperson, the remaining members of the Board of Arbitration may appoint a member of the Board of Arbitration to act as Chairperson, or may apply to a court pursuant to the provisions of the *Arbitration Act (Ontario)* to appoint an arbitrator, independent of all Parties to the arbitration or their nominees as Chairperson.
- g) Each of the Parties to the arbitration shall be entitled to submit a proposal to the Board of Arbitration respecting the matter at issue, and shall be entitled to make written representation to the Board of Arbitration regarding any matter relevant to the arbitration. Such representations shall be provided to the other Parties at the same time as they are made to the Board of Arbitration, and such other Parties

shall have a right to submit within ten (10) days of receipt of such representations, written comments thereon or responses thereto to the Board of Arbitration and the other Parties.

- h) The Board of Arbitration shall have the power to require that the Parties to the arbitration shall present oral submissions to the Board of Arbitration in regard to any matter relevant to the arbitration.
- i) The Board of Arbitration may determine its own procedure subject to the terms of the submission by the Parties to the arbitration.
- j) The Board of Arbitration shall be entitled to consult with and accept the opinion of such expert or experts as it may deem advisable, and shall have unrestricted access to all books of account and records of the Corporation provided that the Board of Arbitration shall first be required to agree in writing to maintain the confidentiality of such books, records and documents.
- k) The Board of Arbitration shall make its decision within thirty (30) days of being fully constituted and shall submit a full and complete written report setting out its decision and the grounds therefore in reasonable detail, such report to be delivered to the Parties to the arbitration forthwith upon its completion.
- l) The decision of a majority of the Board of Arbitration so appointed shall be final and binding upon the Parties to the arbitration and shall not be subject to appeal except where such appeal is permitted by law.
- m) The Board of Arbitration shall have the authority to make an award of costs against one or more Parties to the arbitration as it deems appropriate.

SUCCESSORS AND ASSIGNS

45. This Agreement shall inure to the benefit of and be binding on the Parties hereto, their administrators, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective authorized signing officers.

THE CORPORATION OF
THE CITY OF LONDON

URBAN ANIMAL MANAGEMENT INC.

Ed Holder, Mayor*

J. Brett Harlton, Executive Director*

Catherine Saunders, City Clerk*

*I/We are authorized to bind the City/Agency.

LIST OF SCHEDULES TO AGREEMENT

Schedule "A" Shelter Facility Services/Programs related to Stray & Impounded Animals
Schedule "B" Animal Control Services
Schedule "C" Animal Licensing/Identification Services
Schedule "D" Pound Services
Schedule "E" Animal Control Services – Pit Bull & Dangerous Dogs
Schedule "F" Animal Licensing Services – Pit Bull Dogs
Schedule "G" Pound Services – Pit Bull Dogs
Schedule "H" Cat Adoption Facility Hours of Service - Operation/Upkeep (Catty Shack)
Schedule "I" Freedom of Information and Protection of Privacy

Schedule "A"

Shelter & Adoption Facility Services/Programs related to Stray & Impounded Animals

Services:

Intake of stray animals
Data Reporting – Shelter Metrics & Stats
Maintenance of animal records
Animal handling and equipment
Breed identification
Colour and marking assessment
Age assessment
Preliminary physical assessment of strays
Scanning for physical identification
Protocols for animals wearing ID tag/chip
Pet claims
Pit Bull sheltering compliance
Wildlife intake and identification
Fulfillment of mandated Redemption period
Sanitation and Disinfectant regime
Animal Assessment & Adoption Program
Adoption Promotion Initiatives
Housing and Feeding program
Grooming program
Parasite Recognition and Treatment as directed by the City Veterinarian
Animal Bite Investigations
Rabies Quarantine and Reporting
Humane Euthanasia as directed by the City Veterinarian in emergency situations
Public Education
Compliance with Provincial Shelter standards and inspections

Value Added Programs:

Volunteer programs
Foster Programs
Temperament Assessment & Behaviour
Restricted Breed Transfer programs
Transfer of Wildlife program
Lost and Found program
Free Ride Home program
Return by Phone program
Animal Transfer programs
Bifurcated Stray Hold
Enrichment Programs
Satellite Adoption Facility Partnerships
Social Media Adoption Promotion program
Shelter Neuter Return Program
Social Media & Communication

Continuous Improvement/Support Plans Implemented, or to be Implemented under this Agreement:

- Software integrations considered suitable and applicable by UAM Inc. for the service areas at LASS and the City Adoption Centre
- Outdoor cat space "catio" at London Animal Care Centre
- New dog run and play area at London Animal Care Centre
- Operation of the City cat adoption centre prior to the commencement of this 2019 Agreement, as a separate purchased service by the City
- Enhanced usage of social media to bolster adoptions
- A plan to accommodate maximum shelter capacity without closing caging portals

Schedule "B"
Animal Control Services

1. UAM Inc. shall at all times be fully responsible for the supply of Animal Control Services to the City within the Service Area as defined in this Agreement as it exists on the date of the Agreement, in accordance with an upon the terms, conditions and specifications of Tender RFP19-14, including enforcement of all animal control by-laws including Animal Control By-law PH-3, Dog Licensing & Control By-law PH-4, Public Pound By-law PH-5, Dogs Off Leash Areas By-law PH-7, Pit Bull Dog Licensing By-law PH-12, *Dog Owners' Liability Act*, R.S.O. 1990 with specific and limited reference to the provision of services with respect to pit bull dogs namely Ontario Regulation 157/05 and the *Animals for Research Act* R.S.O. 1990 including all amendments and regulations, the *Municipal Act 2001* and subject to the terms and conditions of this Agreement, all other applicable by-law and legislation, enacted by the City or others from time to time. UAM Inc. shall employ at all times not less than the equivalent of ten (10) full-time staff for the provision of Animal Control Services and their hours of work shall be so arranged that there shall be sufficient Animal Control Officers for delivery of the Animal Control Services, or as otherwise directed by the City. UAM Inc. is hereby authorized and empowered to do so under and in accordance with the provisions of the Public Pound By-law of the City, the *Pounds Act*, *Animals for Research Act*.
 - a) From 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, from November 1st in each year to April 30th in the following year;
 - b) From 8:00 a.m. to 9:00 p.m. local time Monday through Friday from May 1st to October 31st in each year;
 - c) From 8:00 a.m. to 4:00 p.m. local time, Saturdays and Sundays except on Statutory Holidays.
2. UAM Inc. shall provide appropriate phone answering and dispatch services in accordance with the required service.
3. At times other than the times hereinbefore provided, UAM Inc. shall provide an after hours emergency service. For the purposes of this clause, emergency service shall include matters requiring immediate action as defined in Section 1. a). During Statutory Holidays, UAM Inc. shall provide a service to accept and respond to emergency calls requiring immediate action and accept complaints to which UAM Inc. shall respond during the next regular working day in ordinary course of its service.
4. UAM Inc. shall transport Stray Dogs and sick, injured or dying wild animals picked up within the City to the Pound.
5. UAM Inc. will not pick up Confined Cats subject to the terms of this Agreement. Instructions shall be provided by a representative of UAM Inc. to the caller to deliver the Confined Cat to the Pound during the hours identified in section 1(a), (b) and (c) above.
6. Only trained personnel, neatly attired and supervised by UAM Inc. and fully qualified to perform the work shall be employed by UAM Inc. and all individuals performing the work of an Animal Control Officer outlined shall carry identification cards, issued by the City, complete with up-to-date signature and photograph. Animal Control Officers must also be trained and experienced in the following:
 - a) Animal Control
 - b) By-law enforcement; and
 - c) Provincial Offences Act.
7. UAM Inc. shall investigate incidents of dog bites on persons or domestic animals in all locations within the Service Area for Dog Bites and shall be authorized to require such dogs to be muzzled and/or leashed.
8. The City and UAM Inc. will follow an appeal process for dogs required to be muzzled under the By-law PH-4, Dog Licensing & Control.
9. UAM Inc. shall assign a fully experienced staff member to appear before a Hearings Officer to present the evidence in support of a Muzzle Order under PH-4 and to answer any questions.
10. The City shall supply on loan to UAM Inc. all currently owned vehicles which are dedicated to animal control at start of Agreement and radio equipment and in respect of these vehicles and equipment, it is agreed;

- a) That the vehicles and equipment shall be and remain the property of the City and shall be on loan to UAM Inc. for its use during the currency of the Agreement, provided they shall be used solely for the services within the City.
- b) The cost of maintenance of said vehicles and equipment shall be paid by the City. For the purposes of this clause, maintenance shall also include the supply, at the cost of the City, of necessary fuel and oil to keep the vehicles in operation.
- c) Vehicles shall be made available for periodic lubrication, maintenance and inspection at the A.J. Tyler Operations Centre, according to the schedule provided by the City Fleet Services. UAM Inc. shall provide equipment usage reports to the Managing Director, as requested, for the City owned vehicles.
- d) The City shall establish and maintain at the designated animal control facility a base and three desktop radio stations, antenna(e) and related equipment (mobile radios and cell phones) all of which shall remain the property of the City.

11. By-law Enforcement in City Parks shall be limited to the following parks and the service would be provided for a minimum 40 hours per week during the spring, summer and fall and upon written request during the winter months:

- a. All City Off Leash Dog Parks
- b. Harris Park
- c. Springbank Park
- d. Gibbons Park
- e. Greenway Park
- f. And all parks located adjacent to City bike pathway systems
- g. And in other parks upon written request and with specific instruction (written request shall include email correspondence).

Although specific parks and other parks are noted within this section, Animal Control Officers have jurisdiction to enforce all applicable by-laws within City of London parks resulting from community driven complaints or upon viewing infractions while on patrol.

12. The City agrees to provide UAM Inc. with the vehicles or a combination of vehicles as outlined in UAM Inc.'s proposal for parks patrol. These will be used to carry out the required parks patrol.

Schedule "C"
Animal Licensing/Identification Services

1. UAM Inc. is hereby appointed as the Licence Agent of the City, as indicated in the Dog Licensing & Control By-law PH-4, during the duration of this Agreement and subject to the licensing rights retained by the City, as the licensing authority to issue directly or indirectly and co-ordinate the issuance of dog licences and cat identifications in accordance with the Animal Control By-law PH-3 and the Dog Licensing & Control By-law PH-4. Without restricting the generality of the foregoing, UAM Inc. shall:
 - a) Obtain all necessary particulars identified in section 3 (a), (b) and (c) of this schedule before issuing the dog licence(s) and cat identification(s); and
 - b) Issue dog licenses and cat identification tag; and
 - c) Receive and collect licences and identification fees; and
 - d) Receive dog and cat registration forms for the issuance of dog licenses and cat identification tags under the rescue/foster/adoption initiative; and
 - e) Issue dog licenses and cat identification tags to owners of foster adopted dogs and cats without a license fee being required for that same calendar year, and without a renewal fee being applicable for the duration of the following calendar year; and
 - f) Maintain a Foster Registry should the City implement such a future data base.

2. Nothing herein however shall prevent the City as the licensing authority from issuing dog licences and cat identifications. Any fees collected by the City from Licences and Identification issuances which it issues through the City Clerk's Office and other designated locations shall be fully verified and retained by the City. Without restricting the generality of the foregoing, the City shall, in connection with issuing dog licenses and dog identification tags:
 - a) Obtain all necessary particulars before issuing the license or tag;
 - b) Issue the license or tag;
 - c) Receive and collect the fees for all licenses and tags processed through the City Clerk's Office and other designated locations (excluding the municipal shelter).

3. UAM Inc. shall on behalf of the City, obtain and maintain particulars on licenses and cat identification tags issued, namely:
 - a) A full description of a dog and/or cat in respect of which a license and/or cat identification tag fee is paid;
 - b) The name, address, telephone number and email address of the owner of the dog and the rabies vaccination date, if any, and the name of the dog's veterinarian clinic, if any; and
 - c) The amount of licenses fee paid and the date of purchase.

4. The City reserves the right to amend the animal licensing/identification requirements in the Animal Control By-law PH-3 and Dog Licensing and Control By-law PH-4 and to introduce at any time licensing/identification tag fees, expiry dates, valid periods and forms of identification.

5. The information data collected, for animal licensing/identification outlined in this Agreement shall be provided to the City in an electronic format acceptable to the City upon request. The City recognizes that UAM Inc.'s database management system is proprietary, and the information will not be made available in this format. It is further recognized that UAM Inc. will not be responsible for information being entered into a new data base format upon termination, or upon the expiry of this Agreement.

6. Proactive Licensing Program to be implemented each spring (May – August) to stimulate the growth of the City's base of licensed and identified animals. UAM shall provide the following services related to the program:
 - a) Create a designated Enforcement Team at a staffing level agreed upon by the City and UAM Inc. to carry out the duties of proactive licensing.
 - b) UAM will assume all responsibility for hiring, training, outfitting and compensating (hourly rate, Canada Revenue Act requirements etc.) the proactive Enforcement Team(s).
 - c) Implement in accordance with an operational plan as agreed upon between the City and UAM Inc. UAM Inc. shall notify the City of their intent to run the program in a specific year at least eight (8) weeks in advance of the start of the program to allow for sufficient time to make the necessary preparations to the service delivery.

UAM Inc. shall include in the program – public education of municipal by-laws, education on responsible pet ownership, provide education related to specific seasonal concerns, provide education and information specific to the rights of non-pet owners, and provide London residents with “Who to call” information in the event they require other animal associated services.

- d) The Enforcement Team will issue dog and cat licences at the door if the pet owner is inclined to purchase on the spot.
- e) The Enforcement Team will utilize the appropriate tools to ensure compliance and long term resolution to licensing and identification including verbal warnings, Notice of Contravention, and Provincial Offence Notices were warranted.

The City of London will supply:

- (i) A vehicle suitable to implement the project.
- (ii) Cellular telephones for the duration of the project.

Schedule "D"
Pound Services

1. UAM Inc. shall establish and maintain a suitable pound facility within the boundaries of the City and shall carry out and perform the duties of a poundkeeper. UAM Inc. is hereby authorized and empowered to perform the duties of a poundkeeper under and in accordance with the provisions of the Public Pound By-law of the City, the *Pounds Act*, *Animals for Research Act*, the *Municipal Act 2001* and all other applicable by-laws and legislation. The facility must be adequate to service the City's requirements and dedicated for City use only.
2. The pound shall be constructed and maintained in accordance with Ontario Regulation 178/92 under the *Animals Research Act*. Care and cleanliness standards within the pound shall comply with the standards designated by the Ontario Ministry of Agriculture and Food, Animal Industry Branch Inspectors. Copies of inspection reports shall be forwarded to the City.
3. At the pound, UAM Inc. shall receive all animals (stray dogs and sick, injured or dying wild animals) delivered by Animal Control Officers, confined cats and other domestic animals delivered from the general public, all from within the municipal boundaries of the City of London from the public during open hours except on Statutory Holidays:
 - a) from 8:00 a.m. to 8:00 p.m. local time, Monday through Friday;
 - b) from 8:00 a.m. to 4:00 p.m. local time, Saturdays;
 - c) from 8:00 a.m. to 4:00 p.m. local time, Sundays except confined cats will only be received from the public between the hours of 1:00 p.m. and 4:00 p.m.
4. UAM Inc. shall attempt to notify the pet owner when an animal that is wearing traceable identification to that owner has been impounded or order to arrange for pick up. UAM Inc. shall be required to be open to the public for claiming of stray animals a minimum six (6) hours per day from 2:00 p.m. through 8:00 p.m. local time, Monday through Friday, and six (6) hours per day from 10:00 a.m. through 4:00 p.m., local time, Saturday except where any such day is a statutory holiday. UAM Inc. shall be responsible for the non-medical care, feeding, impounding, and quarantining of all animals and for the payment of supplies, material and equipment for the provision of such care and feeding. UAM Inc. is to maintain the office and pound areas in a neat and clean condition. Where a wild animal which is suspected of being rabid is impounded by or delivered to the Pound, UAM Inc. shall, if the animal is alive, euthanize the animal and in any event retain it in a suitable fashion until it is retrieved by the appropriate government authority responsible for rabies testing.
5. Following the expiry of the prescribed redemption period in the *Animals for Research Act*, UAM Inc. may dispose of the animal by any lawful means and the City shall not be responsible for any costs associated therewith.
6. Sheltering / Pound services should have well developed adoption programs designed to save as many lives as possible. One of the best practices in adoption programs is to have open adoptions. In an open adoption process, adopters are matched with pets through open dialogue and conversation in a climate of trust, rather than applying restrictions that could dissuade people from adopting from an animal shelter. The goal is not only to move pets into homes and out of the shelter, but to create an ongoing relationship with community members. UAM Inc. operates an open adoption program, streamlined to encourage the public to adopt a shelter pet. Adoptable animals are featured using social media and frequent adoption promotions are utilized. UAM Inc. will continue to provide an active adoption program as a value added service within its Shelter / Pound program. UAM Inc. acknowledges that cats, dogs and other small domestic animals are available for placement or adoption subsequent to the expiry of the legislated "Redemption Period" (*Animals for Research Act*, s20 (1)). Further, UAM Inc. acknowledges that should another organization(s) or the City establish a facility capable of housing, caring and/or socializing these cats, feral and wild cats, and dogs with the intent of adopting these animals into appropriate environments, UAM Inc. agrees to make these animals available for pickup or delivery as directed by the Managing Director.
7. The City shall permit UAM Inc. to dispose of deceased animals, at the City's W12A Landfill Site, provided that the deceased animals are properly enclosed in plastic bags and delivered to such City Landfill Site. The City shall be responsible for the disposal of deceased animals in accordance with the provisions of the *Environmental Protection Act* and the Regulations made there under, and all other applicable legislation.
8. UAM Inc. shall be required to receive and collect all impounding, disposal and quarantine fees, all service charges required to be paid to the poundkeeper and shall be entitled to retain

these fees. The fees for said services are established under the Public Pound By-law PH-5 which is reviewed annually. UAM Inc. shall maintain records regarding the collection of fees for impounding, quarantine and service charges as to the disposition of the animals and make the record accessible to the City upon written request. UAM Inc. shall release a dog to an owner or keeper, only if the dog has a dog license for the current year, issued under the City's Dog Licensing and Control By-law and/or the cat has a cat identification tag for the current year, issued under the City's Animal Control By-law.

Schedule "E"
Animal Control Services – Pit Bull & Dangerous Dogs

1. UAM Inc. shall enforce By-law PH-12, Pit Bull Dog Licensing By-law and shall include the following but not be limited to:
 - a) Investigation and enforcement on a complaint basis with the exception of licensing issues
 - b) Animal Control Officers to patrol for pit bulls as part of regular activities
 - c) Supply of pit bull dog information guide to dog owner
 - d) Issuance of one Written Warning for first offense followed by a Provincial Offense Notice for every subsequent offences
 - e) Complete documentation of activities

2. UAM Inc. shall enforce the applicable provisions of the *Dog Owner's Liability Act* (DOLA) and any regulations there under. UAM Inc. shall provide the following services but not be limited to:
 - a) Investigation and enforcement on a complaint basis
 - b) Assist London Police Services (hereinafter referred to LPS) as requested by LPS
 - c) Animal Control Officers to patrol for pit bulls as part of regular activities
 - d) Supply of pit bull dog information guide to dog owner
 - e) Swearing and serving of Part III summons information under DOLA.
 - f) Complete documentation of activities
 - g) Application for an Interim and Final Part IX Order under DOLA
 - h) If required, the City and UAM Inc. will take cooperative measures in regard to the DOLA occurrences relating to such phrases as "the dog as behaved in a manner that poses a menace to the safety of persons or domestic animals" or "the owner did not exercise reasonable precautions to prevent the dog from biting or attacking a person or domestic animal. With regard to these two phrases in a specific situation, UAM Inc. may consult City staff after the pit bull dog or other dog has been contained and safety for the public and domestic animals has been restored. After reviewing the circumstances, a determination shall be made by UAM Inc. for each case on appropriate direction or whether other appropriate enforcement instruments should be used.

3. The parties acknowledge and agree that LPS may for some occurrences assume responsibility for activities with respect to the *Dog Owner's Liability Act*, however should LPS not be involved, UAM Inc. will proceed with said occurrence investigations, relying upon the co-operative effort of LPS, the City Prosecutor and/or Provincial Prosecutor.

The City understands and agrees to communicate with Council and media regarding the following:

The final decision to proceed with action under the *Dog Owner's Liability Act* remains the sole discretion of the City Prosecutor and/or Provincial Prosecutor. The final outcome including monetary penalty, prohibition orders or destruction orders are subject to pre-trial resolution meetings and are ultimately at the sole discretion of the presiding Justice of the Peace.

The City, upon request, shall participate in discussions between UAM Inc., the City Prosecutor and/or Provincial Prosecutor to assist in facilitating the appropriate action under the *Dog Owners Liability Act* subject to the aforementioned prosecutorial privilege.

- a) At the request of UAM Inc. LPS to attend situations where a dangerous dog is exhibiting menacing behaviour and the situation – dog or person harbouring the dog – warrants additional support.

- b) As the first responder to a community driven complaint, LPS officers whom have grounds to believe a dog poses a menace to the safety of public or domestic animals and where the dog is ordered by the officer into the pound, the officer shall be responsible for applicable enforcement measures. UAM Inc. will work in collaboration with the attending LPS officer to determine the level of enforcement necessary to protect public safety.

- c) LPS will be requested to undertake all DOLA activities with respect to search and seizure of pit bull dogs and other dangerous dogs. LPS will function as the lead with the assistance of an *Animal Control Officer*.

- d) LPS, when first on scene and investigation a community driven complaint, will lead the court process for an Application for an Interim and Final Order (Part IX) under DOLA or Part III charges under DOLA or Part III charges under PH-12 for pit bull dogs that bite or are determined to have exhibited menacing behaviour.
- e) For Part III charges under DOLA, where the attending LPS officer is the first on scene and immediate witness to the infraction, LPS will serve summons, complete affidavit of service, have it sworn by a Commissioner of Oath and be available for any prosecution handled by the Provincial Prosecutor.

Schedule "F"
Animal Licensing Services – Pit Bull Dogs

1. UAM Inc. is hereby appointed as the License Agent of the City, as indicated in the Dog Licensing & Control By-law PH-4, during the duration of this Agreement and subject to the licensing rights retained by the City, as the licensing authority to issue directly or indirectly and co-ordinate the issuance of dog licenses and cat identifications in accordance with the Animal Control By-law PH-3 and the Dog Licensing & Control By-law PH-4. Without restricting the generality of the foregoing, with respect to the licensing of pit bull dogs, UAM Inc.'s licensing authority includes all additional details required by By-law PH-12 including specific details for:
 - a) A full description of the pit bull dog
 - b) A signed and witnessed statement
 - c) Current photograph of the pit bull dog
 - d) Evidence that the pit bull dog has been sterilized
 - e) Evidence that the pit bull dog has been vaccinated against rabies
 - f) Evidence that the pit bull dog has microchip implant
 - g) Issue pit bull dog license
 - h) Receive and collect license fees.
2. All licence fees collected by UAM Inc. shall be forwarded to the City on a monthly basis.
3. For an impounded restricted pit bull dog that is not in compliance with DOLA, the Pit Bull Control Regulation or By-law PH-12, and that has not bitten or behaved in a manner that poses a menace to the safety of persons or domestic animals, UAM Inc. may provide the owner an opportunity to demonstrate full compliance specific details for:
 - a) A full description of the pit bull dog
 - b) A Statutory Declaration signed and witnessed by a Commissioner of Oaths
 - c) Current photograph of the pit bull dog
 - d) Evidence that the pit bull dog has been sterilized
 - e) Evidence that the pit bull dog has been vaccinated against rabies
 - f) Evidence that the pit bull dog has microchip implant
 - g) Evidence that the pit bull dog will be muzzled
 - h) Evidence that the pit bull dog will be leashed
 - i) Payment of impound and feeding fees
4. The information data collected, for pit bull licensing outlined in this Agreement shall be provided to the City in an electronic format acceptable to the City upon request. The City recognizes that UAM Inc.'s database management system is proprietary, and the information will not be made available in this format. It is further recognized that UAM Inc. will not be responsible for information being entered into a new data base format upon termination, or upon the expiry of this Agreement.
 - a) Name and address of pit bull dog owner
 - b) Serial number of the pit bull dog license
 - c) Date of registration
 - d) Description of the dog
 - e) Amount of fee paid upon registration

Information data collected, as follows, shall be available to the City upon request in hard copy and not in database format:

- a) Statutory declaration signed and witnessed by a Commissioner of Oaths
- b) Current photographs of the pit bull dog
- c) Evidence that the pit bull dog has been sterilized
- d) Evidence that the pit bull dog has been vaccinated against rabies
- e) Evidence that the pit bull dog has been implanted with a microchip
- f) Evidence that the pit bull dog will be muzzled
- g) Evidence that the pit bull dog will be leashed

All pit bull dog information shall remain the property of the City.

5. UAM Inc. shall manage the license renewal system including an invoice for pit bull dogs.
6. The City reserves the right to amend the animal licensing requirements in the Pit Bull Dog Licensing By-law PH-12 and to introduce at any time licensing fees, expiry dates, valid periods and forms of identification. UAM Inc. shall be entitled to additional compensation, to be

negotiated with the City, should the changes have a cost impact on the current annual Invoicing and Reminder Notice process and the associated costs of envelopes, metal tags and postage.

Schedule "G"
Pound Services – Pit Bull Dogs

1. UAM Inc. shall at its own expense establish and maintain a suitable pound facility within the boundaries of the City and shall carry out and perform the duties of a poundkeeper. UAM Inc. is hereby authorized and empowered to perform the duties of a poundkeeper under and in accordance with the provisions of the Public Pound By-law of the City, the *Pounds Act*, *Animals for Research Act*, the *Municipal Act 2001* and all other applicable by-law and legislation. The facility must be adequate to service the City's requirements and dedicated for City use only.
2. The pound shall be constructed and maintained in accordance with Ontario Regulation 178/92 under the *Animals Research Act*. Care and cleanliness standards within the pound shall comply with the standards designated by the Ontario Ministry of Agriculture and Food, Animal Industry Branch Inspectors. Copies of inspection reports shall be forwarded to the City.
3. At the pound, UAM Inc. shall receive stray pit bull dogs and pit bull dogs from Animal Control Officers and London Police Services at all times and from within the municipal boundaries of the City of London, subject to the availability of space.
4. UAM Inc. shall be responsible for the care, feeding, impounding, and quarantining of all pit bull dogs and for the payment of supplies, material and equipment for the provision of such care and feeding. "Care" shall not include veterinary care for injuries (beyond existing standards as defined in the Standards of Operating Practices attached hereto) or illness sustained prior to or after entering the pound facility. UAM Inc. shall provide the level of care required as determined by the City Veterinarian. Regarding "owned" pit bull dogs, ("owned" means an owner has been identified) UAM Inc. shall require the owner of the pit bull dog to be responsible for fees for impounding, feeding, quarantine as established under Pound By-law PH-5. UAM Inc. is required to inform the City when a pit bull dog in its possession may be experiencing a change in health and/or behaviour due to its impounding. The cost for additional veterinarian care shall be the responsibility of the owner and, if necessary, the City.
5. UAM Inc. shall be required to receive and collect all impounding, board, euthanasia, disposal and quarantine fees, and all services charges required to be paid to the poundkeeper and shall be entitled to retain these fees. The fees for said services are established under Public Pound By-law, UAM Inc. shall maintain records regarding the collection of fees for impounding, board, euthanasia, quarantine and service charges as to the disposition of the pit bull and make the record accessible to the City upon written request. The City shall not be liable for the cost of impounding, board, and quarantine fees for stray pit bull dogs where no owner can be identified.
6. The City shall pay UAM Inc. any unpaid amount for pit bull dogs that are impounded including board, euthanasia, disposal and quarantine fees, where an owner is known and has been contacted by UAM Inc. but ignores or refuses the opportunity to claim their pit bull dog and/or refuses to pay fees and charges. The fees for said services shall be established under the Public Pound By-law. UAM Inc. shall provide complete details of all unpaid fees and the City will attempt to recover them.
7. Following the expiry of the redemption period as prescribed by the *Animal for Research Act* (minimum standard), R.S.O. 1990, c. A. 22, S. 20 (1) UAM Inc. may dispose of the animal by any lawful means including the disposal of deceased animals at the City's W12A Landfill Site.
8. UAM Inc. may release a pit bull dog to an owner, only if the pit bull dog is in full compliance with By-law PH-12, DOLA and the Pit Bull Control Regulation.

Schedule “H”
Cat Adoption Facility Hours of Service - Facility Operations/Upkeep

Weekly service schedule:

1. The Cat Adoption Facility is operational seven (7) days a week which includes a minimum of four (4) consecutive days where the facility is open to the public for at least five (5) hours. Established operational “open to the public” hours shall not be changed without the consent of the City.
2. Hours open to the public shall not include any Statutory Holidays.
3. Should the UAM Inc. or the City wish to alter the weekly service schedule in any way this will not occur until both parties have reached a satisfactory agreement.

“On call” service schedule:

In case of an emergency, when contacted by police or City Hall security staff, or the Managing Director or his designates.

Responsibility of UAM Inc.

- a) Hiring, training and scheduling of staff and volunteers;
- b) Installation, maintenance and security of point of sale equipment;
- c) Cash/credit/debit handling protocols;
- d) Installation, maintenance of telephone services for the facility;
- e) Installation, maintenance of internet services for the facility;
- f) Establishment of Standard Operating Procedures/policies for cat care at the centre;
- g) Establishment of Standard Operating Procedures/policies for adoptions at the centre;
- h) Transfers of cats from London Animal Care Centre to the Cat Adoption Centre;
- h) Disease Control via appropriate cleaning, sterilizing and handling;
- i) Establishment of safety procedures;
- j) Provision of WHMIS safety data sheets;
- k) Establishment of Security Protocols, including computer and records security;
- l) Loss or damage to equipment/furnishings/electronics/personal vehicles, repairs and/or maintenance in connection to UAM Inc. property, or the property of UAM Inc. employees or volunteers;
- m) Forwarding to the City and maintenance requests where the City is responsible;
- n) Ordering and maintaining the food, litter and care inventory/supplies for the cats on site;
- o) Sweeping of ramp and walk-way and points of entry;
- p) Salting of ramp and walk-way and points of entry;
- q) Proper garbage containment within the receptacle provided;
- r) Cleaning of the outdoor cat enhancement area (“catio” enclosure)

Responsibility of the City of London

- a) The building, HVAC, plumbing, mechanical, signs and site works;
- b) Maintenance of all appliances, furniture, and caging provided by the City;
- c) Security system and monitoring and City internet;
- d) Grass cutting and tree trimming;
- e) Snow removal from the west side parking lot, ramp, and entry point walk way;
- f) Garbage collection (removal from bins and payment for the service);
- g) Payment for and maintenance of utilities (water, hydro, natural gas, etc.) and subsequent payments
- h) Payment of annual property taxes

Joint responsibility of UAM Inc. and the City of London

- a) If created, Cat Adoption Centre website owned and maintained by the City, but updated and utilized by UAM Inc. under this Agreement;
- b) Maintain, promote and continually build upon the collaborative and harmonized efforts of the City of London Animal Services, to meet and/or exceed the collective goal of best practices and continuous improvements in Animal Services.

Schedule "I"
Freedom of Information and Protection of Privacy

1. In this Schedule:

(a) "City Information" means General Information and Personal Information:

- (i) provided by the City to the UAM Inc. in relation to this Agreement;
- (ii) collected by the UAM Inc. in relation to this Agreement; or
- (iii) derived by the UAM Inc. from General Information and Personal Information provided under subsection 1(a)(i) or collected under subsection 1(a)(ii);

(b) "UAM Inc. Information" means General Information and Personal Information, except City Information, provided by UAM Inc. to the City in relation to this Agreement;

(c) "General Information" means recorded information that is not Personal Information; and

(d) "Personal Information" means recorded information about an identifiable individual, including,

- (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
- (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
- (iii) any identifying number, symbol or other particular assigned to the individual,
- (iv) the address, telephone number, fingerprints or blood type of the individual,
- (v) the personal opinions or views of the individual except if they relate to another individual,
- (vi) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
- (vii) the views or opinions of another individual about the individual, and
- (viii) the individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

2. All City Information shall remain the sole property of the City and any part of it or all of it shall be given by UAM Inc. to the City within 5 business days of:

- (a) the City's written request; or
- (b) the termination or expiry of this Agreement.

3. Except for law enforcement purposes and in accordance with this Agreement, UAM Inc. shall, when collecting City Information that is Personal Information:

- (a) limit its collection of the information to that which is necessary for it to comply with this Agreement;
- (b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and
- (c) identify the purpose for which the information is collected to the individual at or before the time of collection.

4. UAM Inc. shall retain all City Information in a manner that protects its security and confidentiality.

5. Except:

- (a) with the consent of the individual; or
- (b) for law enforcement purposes and in accordance with this Agreement, UAM Inc. shall not use City Information that is Personal Information for purposes other than that for which it was collected.

6. Except for law enforcement purposes and in accordance with this Agreement, UAM Inc. shall not disclose City Information in any manner whatsoever without the prior approval in writing of the City.
7. The UAM Inc. shall not destroy any City Information which is held in either paper or electronic records.
8. Subject to all applicable legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, the City may disclose:
 - (a) any part of or all UAM Inc. Information; in relation to this Agreement.