

## **ANIMAL CONTROL JOB DESCRIPTION**

### **1. OBLIGATIONS AND RIGHTS OF THE CONTRACTOR**

1.1 The contractor shall provide animal control services to the Town of Three Rivers for a period of one year, renewable each year thereafter, according to the conditions described hereafter and in accordance with any bylaws or regulations approved by Town Council.

1.2 The contractor shall carry out the following duties for the Town of Three Rivers, in the communities with Animal Control Bylaws:

- i) respond to, and investigate, all complaints received from citizens or town staff in a timely manner;
- ii) collect and impound any dog or cat (as provided in the applicable bylaw) that has been apprehended while running at large;
- iii) provide humane treatment to all animals handled or under his/her care;
- iv) build awareness among the residents of Three Rivers with respect to the humane care and treatment of animals and responsibilities of animal ownership;
- v) provide the Town of Three Rivers with seven (7) day per week service;
- vi) enforce the Town of Montague Companion Animal Control By-Law and the Lower Montague Animal Control Bylaw and any seceding bylaws;
- vii) collect all fees and fines as prescribed by the Town's By-Laws including fees collected for the licensing of impounded animals when the Municipal Office is closed and submit all fines and fees collected to the Town;
- viii) maintain a record of all requests for service noting the caller, day, time, nature of the call and the manner of response;
- ix) provide to the CAO a detailed monthly report of activity;
- x) provide to the CAO a monthly statistical report in the format provided.

1.3 The Contractor must supply his/her own vehicle and carry an appropriate amount of public liability and property damage insurance.

1.4 The Contractor must arrange a suitable, secure impoundment facility. Impound fees per day or part thereof are to be recovered from the person claiming an impounded animal. Fees for an unclaimed animal will be reimbursed by the Town.

1.5 The Contractor must enforce the Companion Animal Control Bylaw in accordance with any schedule established by the Town under Section 2.1

1.6 The Contractor, with prior approval of the Town, may subcontract with a third party, if he/she is incapable of carrying out the work described herein. In such a case, the subcontract shall not be for a period in excess of one month and the work performed by the subcontractor remains the entire responsibility of the Contractor, and all work must be carried out in conformance with this contract.

## **2. OBLIGATIONS AND RIGHTS OF THE TOWN**

- 2.1 The Town may establish a schedule and priorities with regard to the services carried out by the Contractor.
- 2.2 The Town will provide any necessary miscellaneous supplies or equipment required by the Contractor to fulfill the terms of this contract.
- 2.3 The Town shall pay the Contractor the agreed upon fee for service, for the services provided in accordance with this contract. Fees will be paid by direct deposit within two weeks of receipt of a monthly bill.
- 2.4 If the Contractor does not complete the work to the satisfaction of the Town Council, or according to the conditions of this contract, the Town may:
  - a) terminate the contract by providing a written notice to the contractor at least seven days prior to the termination date; or
  - b) hire another party to complete the work.

## **3. DURATION OF THE CONTRACT**

- 3.1 This contract shall remain in effect from October 1, 2019 to September 30, 2020.

## **4. AMENDMENTS**

- 4.1 This contract may be amended with the consent of both parties.

## **5. GENERAL**

- 5.1 The Contractor shall, at all times, indemnify and save harmless the Town from and against all claims, demands, losses, costs, damages, actions, suits, or other proceedings by whomever made, sustained, brought or prosecuted to the extent that the foregoing are based upon, occasioned by, or attributable to anything done or omitted by the Contractor, their servants, or their agents or employees in the fulfillment of any of its obligations under this Contract.

- 5.2 The provisions of this contract are severable from one another and the invalidity of one provision shall not prejudice the validity of enforcement of any other provision.
- 5.3 This contract shall be to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns, and those with whom they contract.
- 5.4 Time shall be of the essence in all matters pertaining to this contract and the parties hereto agree to comply with the terms of this contract in a timely manner.