



MUNICIPALITY OF  
**West Elgin**

## **The Corporation of the Municipality of West Elgin**

### **By-Law No. 2025-19**

#### **A By-law to Authorize the Corporation of the Municipality of West Elgin and Southwest Middlesex Animal Shelter for the Provision of Animal Control Services (Canine), and Repeal By-law 2025-02.**

**Whereas** Section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

**Whereas** it is deemed expedient that The Corporation of the Municipality of West Elgin enters into an Agreement with Southwest Middlesex Animal Shelter for the Provision of Animal Control Services (Canine); and

**Now Therefore** the Council of the Corporation of the Municipality of West Elgin enacts as follows:

1. That the Corporation of the Municipality of West Elgin hereby authorizes the agreement with Southwest Middlesex Animal Shelter for the Provision of Animal Control Services (Canine), identified as Schedule "A" attached hereto and forming an integral part of this By-law.
2. That the Mayor and Clerk are hereby authorized and directed to execute such agreement and any related documents and affix the Seal of the Corporation of the Municipality of West Elgin thereto.
3. This by-law shall come into force and effect on April 1, 2025.

Read a first, second, and third time and passed this 10<sup>th</sup> day of April 2025.

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Richard Leatham, Mayor

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Terri Towstiuc, Clerk

## **Schedule 'A'**

### **SERVICES AGREEMENT**

**THIS AGREEMENT** effective the 1<sup>st</sup> day of April, 2025.

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN**  
(hereinafter referred to as the "**Company**")

OF THE FIRST PART

- and -

**SOUTHWEST MIDDLESEX ANIMAL SHELTER**  
(hereinafter referred to as the "**Contractor**")

OF THE SECOND PART

**WHEREAS**, the Company and the Contractor have agreed to engage the Contractor to provide certain prescribed services to the Company for a fixed term as an independent contractor;

**AND WHEREAS**, the Company and the Contractor wish to set out the terms and conditions under which the Contractor will provide the prescribed services during the term of the engagement;

**NOW THEREFORE**, in consideration of the terms and conditions described below and the sum of \$1.00 paid by the party of the First Part to the party of the Second Part, the sufficiency and receipt of which is hereby acknowledged, the Company and the Contractor agree as follows:

#### **1. Services Engagement**

1.1 The Company retains the Contractor as an independent contractor to provide the Services described in Schedules "A", "B" and "C" for the charges set out in Article 3.0 hereof, and in accordance with all other terms and conditions of this Agreement. Schedules "A", "B" and "C" are appended to and form part of this Agreement. All personnel of the Contractor who are assigned to perform the Services by the Contractor must be pre-approved by the Company.

1.2 The Contractor shall undertake the Services diligently, in a good, workmanlike and professional manner, in accordance with accepted industry standards, in good faith and in the best interests of the Company. The Contractor shall adhere to all applicable federal, provincial and municipal laws and regulations in the provision of the Services.

1.3 The Company acknowledges and agrees that the Contractor may provide the same or similar services to other parties, provided that the provision of services to other parties does not conflict with, or in any manner detract from, the Contractor providing the Services or otherwise undertaking its responsibilities under this Agreement.

## **2. Term and Commitment**

2.1 Subject to the provisions for earlier termination as hereinafter provided, the term of this agreement shall begin effective April 1, 2025, and continue in effect until March 31, 2026. This Agreement may be extended or renewed by agreement of the Parties in writing at least sixty (60) days prior to the end of the term.

2.2 The Contractor shall perform the services required by this Agreement for Animal Control Services during the term of this Agreement. Due to the unique nature of this agreement, it is understood and agreed that in order to properly perform the job required, the Contractor may have to spend additional time in advance of or beyond the normal workday, and the Contractor agrees to do same as is required from time to time.

## **3. Charges and Payment Terms**

3.1 As complete consideration for provision of the Services, the Company shall pay the lump sum rate monthly as set out in the Proposal for Animal Control Services attached as Schedule "B" to this agreement. As a Contractor, the Contractor will not be eligible for any benefits offered by the Company.

3.2 The Contractor will be solely responsible for any of its regular business expenses which are independent of this Agreement, including office rent, utilities, telephone, insurance and other of his ongoing expenses. The Company shall also not reimburse the Contractor for costs incurred by the Contractor in performing the Services of this Agreement, including costs of travel, meals and accommodation.

3.3 Payment shall be made in Canadian currency and payable upon signoff from the Municipality at project completion, within thirty (30) Business Days following receipt of an invoice from the Contractor to the Company prescribing the amount earned and how it was determined. In order to process an invoice, the Company must be provided with the Contractor's HST registration number.

3.4 The Contractor shall be responsible for any tax on the income of the Contractor. Any taxes levied on such income of the Contractor shall be separately identified on any invoice submitted by the Contractor. The Contractor shall remit all taxes relating to the performance of the Services and shall indemnify and hold the Company harmless for any costs, charges, penalties or other legal liability caused to the Company as a consequence of the non-payment or delay in payment by the Contractor of such taxes.

## **4. Limitation of Liability**

4.1 Save for the gross negligence or willful misconduct of the Company, the Company shall not be liable for any death or injury to the Contractor, its Contractors, agents or subcontractors, or for any damage or loss to equipment or other material of the Contractor in the course of provision of Services or otherwise arising out of this Agreement.

## **5. Termination**

5.1 This Agreement and the contractor relationship between the parties shall be terminated in each of the following circumstances:

- (a) at the option of the Company for convenience, forthwith upon the giving of three (3) weeks prior notice, in writing, to the Contractor;
- (b) at the option of the Company, forthwith upon the giving of notice, in writing, to the Contractor if the Contractor becomes insolvent or bankrupt or makes an assignment for the benefit of its creditors, or if a receiver is appointed in respect of the Contractor's property, or if the Contractor is otherwise unable to carry on business;
- (c) at the option of the Company, forthwith upon the giving of notice, in writing, to the Contractor by virtue of a material breach by the Contractor of this Agreement or the attached Confidentiality and Proprietary Information Agreement signed by the parties;
- (d) at the option of the Contractor for convenience, forthwith upon the giving of three (3) weeks prior notice, in writing, to the Company; or (e) by mutual agreement of the parties hereto.

5.2 Termination or cancellation of this Agreement will not affect any rights or duties arising under it with respect to those provisions intended to survive and remain in effect.

## **6. Confidential Information**

6.1 The Contractor acknowledges that, in the course of fulfilling his duties hereunder, it may have access to and be entrusted with confidential information, the disclosure of which could be detrimental to the Company. The Contractor further agrees that the right to maintain the confidentiality of such information constitutes a proprietary right which the Company is entitled to protect. Accordingly, the Contractor agrees that it will not, during the continuance of this agreement, disclose any such confidential information to any person, firm or corporation, nor shall they use, copy, transfer or destroy same, except in the normal course of work hereunder, and thereafter will not disclose or make use of same. The Contractor agrees to take all reasonable precautions to prevent inadvertent disclosure, use, copying, transfer or destruction of any confidential information.

6.2 The Contractor agrees and acknowledges that confidential information includes but is not limited to: work product whether generated by Contractor or others, internal personnel of the Company, contracts, and all information which becomes known to the Contractor, even if such information is not identified confidential if the Contractor knew or ought to have known was confidential. Confidential information does not include the general skills and experience gained during the Agreement which the Contractor could reasonably have been expected to acquire in similar work or that which was publicly known without the breach of this Agreement.

6.3 The Contractor agrees and acknowledges that all documentation containing Confidential Information in the Contractor's possession will be returned to the Company within five days of the termination of the Agreement, or upon request of the Company.

6.4 The Contractor agrees and acknowledges that these obligations regarding Confidential Information remain in effect perpetually and will exist notwithstanding any breach or repudiation or any alleged breach or repudiation of this Agreement by either party. Further, the Contractor agrees and acknowledges that any dissemination of Confidential

Information or use of Confidential Information for personal gain will cause the Company irreparable harm that may not be compensated for by damages alone.

6.5 The Contractor acknowledges that any breach or threatened breach of this section by the Contractor will entitle the Company to terminate the Agreement for just cause immediately and without notice, and without compensation in lieu of notice.

## **7. Personal Information Protection**

7.1 The parties acknowledge that in performance of the Services under this Agreement, the Contractor may be provided with or otherwise obtain access to personal information collected, used or disclosed by the Company for business purposes. The Contractor shall not access, use, disclose or otherwise make available any such personal information except as permitted to do so by the Company in undertaking the Services under this Agreement.

## **8. Recourse on Breach**

8.1 The Contractor acknowledges that damages may not be a sufficient remedy for the Contractor's breach or threatened breach of this Agreement. The Contractor agrees that the Company may apply for and obtain any interim relief, including injunctive relief, which relief is in addition to such rights as the Company may have to damages arising from any Contractor breach, or threatened breach, of this Agreement.

## **9. Indemnification**

9.1 The Contractor, at its own expense, will defend and indemnify the Company, its directors, officers, and employees from any third-party claims or actions for loss, damage or liability, including reasonable legal costs, as a result of or in connection with the provision of Services by the Contractor or its breach of this Agreement.

9.2 The Company, at its own expense, will defend and indemnify the Contractor, its directors, officers, or employees from any third-party claims or actions for loss, damage or liability, including reasonable legal costs, as a result of or in connection with the undertaking by the Company of its duties or obligations under this Agreement.

## **10. Dispute Resolution**

10.1 In the event of any dispute arising out of or relating to this Agreement, the parties agree first to engage in prompt and serious good faith discussions to resolve the dispute. If such discussions fail to resolve the dispute within thirty (30) days, the parties shall try to resolve the dispute through mediation. If such mediation fails to resolve the dispute, Consultant and the Company agree that any and all disputes, claims or controversies arising out of or related to this Agreement, including any claims under any statute or regulation, shall be submitted for binding arbitration.

## **11. Assignment**

11.1 This Agreement shall be binding upon the Company, and any successor government into which the Company may hereafter be merged, unified or consolidated. This Agreement may not be assigned by the Contractor.

## **12. Entire Agreement**

12.1 This Agreement constitutes the entire Agreement between the Contractor and Company, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the relationship of the Contractor to the Company. This Agreement may not be modified or amended except in writing by the Company with the agreement of the Contractor.

## **13. Amendment & Waiver**

13.1 Any waiver, modification or cancellation to this agreement must be in writing and signed by the Parties to have any force or effect.

## **14. Severability**

14.1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## **15. Governing Law**

15.1 This Agreement shall be governed by and construed in accordance with the laws applicable in the Province of Ontario.

## **16. Titles/Headings**

16.1 All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

## **17. Notice**

17.1 Any notice required to be given under this agreement shall be delivered personally or by email to the opposite party, or shall be deemed delivered personally four (4) days after depositing in the mail postage prepaid addressed as follows:

**To the Company:** Terri Towstiuć, Clerk/Manager of Community Services  
The Corporation of the Municipality of West Elgin  
22413 Hoskins Line, Rodney, ON N0L 1C0

**To the Contractor:** Southwest Middlesex Animal Shelter  
C/O Jeoff & Jodi Bedore  
3427 Concession Drive  
Glencoe, Ontario N0L 1M0

## 18. Insurance

### 18.1 Insurance:

#### a) Comprehensive General Liability and Automobile Insurance:

The Consultant shall carry a Commercial General Liability (“**CGL**”) Insurance policy with coverage of not less than five million dollars (\$5,000,000.00) per occurrence for general liability, contractual liability, products & completed operations, bodily and personal injury (including death), damage to property (including loss of use thereof).

The CGL shall contain both cross liability and severability of interest clauses.

#### b) Errors and Omissions Insurance

The Consultant shall carry Errors and Omissions coverage for potential errors and omissions arising from the provision of its work in an amount determined to be appropriate by the Municipality, underwritten by an insurer licensed to conduct business in the Province of Ontario. The Errors and Omissions coverage shall be in force for each year of any potential contract and renewed for three (3) years post termination of any potential contract;

#### c) Aggregate Amounts

Where such policies set out in 18.1 a) and b) above have aggregates, the minimum acceptable aggregates shall be five million dollars (\$5,000,000.00).

#### d) Proof of CGL & E&O Insurance

Prior to the commencement of consulting services and at any time upon request of the Client, the Consultant shall provide the Client with proof of the above-noted insurance coverage on a Certificate of Insurance acceptable to the Client. .

#### e) Coverage Change by Consultant:

The insurance policies set out in Article 18.1 above shall be endorsed to provide that the coverage shall not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

#### f) Increased Coverage for Project

The Municipality trusts that as a business operator, the Consultant carries appropriate insurance coverage for the Project without increased fees to the Municipality. In the event the Client makes a request to have the amount of coverage increased or for the Client to obtain other special insurance for the Project, then the Consultant shall endeavour forthwith to obtain such commercially reasonable increased or special insurance at the Consultant's expense.

#### g) WSIB Certificate

Prior to the commencement of Services, the Consultant shall provide to the Municipality a satisfactory clearance certificate from the Workplace Safety Insurance Board both prior to the commencement of work and at any time during the Project, stating that all assessments or compensation payable to the Workplace Safety Insurance Board have been paid and that coverage of its workers is valid. If the Consultant is a sole proprietor, an Independent Operators Ruling is required. The Highest Scoring Respondent shall download the Form that corresponds to the

classification of Work for which this RFP is the subject from the Workplace Safety and Insurance Board site at: <http://www.wsib.on.ca> and submit the completed form to WSIB to receive the Independent Operators Ruling. The WSIB Ruling must be submitted to the Municipality prior to commencement of the Work. The Highest Scoring Respondent shall maintain such Insurance or pay such assessments as will protect the Highest Scoring Respondent and the Municipality from claims under *Workplace Safety and Insurance Act* and from any other claims for damage from personal injury (including death), and property damage which may arise from a successful Respondent's work under contract. In the event a successful Respondent is exempt from WSIB or has opted out, confirmation of Employer's Liability Insurance in the amount of \$2,000,000.00 is required. Such coverage can be confirmed on a Certificate of Insurance form deemed acceptable by the Municipality.

## **19. Independent Legal Advice**

19.1 The Contractor acknowledges that he has had the opportunity to obtain independent legal advice before executing this Agreement and acknowledges that he fully understands the nature of this Agreement, which the Contractor voluntarily enters into.

**[ONE (1) ENDORSEMENT PAGE FOLLOWS]**

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective as set out at the top of page one (1) of this Agreement.

**THE CORPORATION OF THE MUNICIPALITY OF  
WEST ELGIN**

Per: \_\_\_\_\_

Terri Towstiuc, Clerk/Manager of  
Community Services

*I have authority to bind the Corporation.*

**CONTRACTOR**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Name: Jeoff Bedore**

I have authority to bind Southwest Middlesex  
Animal Shelter

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Name: Jodi Bedore**

I have authority to bind Southwest Middlesex  
Animal Shelter

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Witness:**