

**ANIMAL CONTROL SERVICES AGREEMENT**

This Agreement dated for reference the 10<sup>TH</sup> day of March, 2015,

BETWEEN:

**CAPITAL REGIONAL DISTRICT**  
P.O. Box 1000  
625 Fisgard Street  
Victoria, B.C. V8W 2S6

(the "CRD")

OF THE FIRST PART

AND:

**DISTRICT OF SOOKE**  
2205 Otter Point Road  
Sooke, B.C. V9Z 1J2

("Sooke")

OF THE SECOND PART

**WITNESSES THAT WHEREAS:**

- A. A local government may make and enforce regulations in relation to animals;
- B. A local government may enter into an agreement with another public authority respecting enforcement of regulations enacted by a party to the agreement;
- C. Sooke and the CRD wish to enter into an agreement for the enforcement of the Sooke Animal Control Bylaw by the CRD;

**NOW THEREFORE** in consideration of the premises and the terms and conditions hereinafter contained, the sufficiency of which is hereby acknowledged by both parties, the CRD and Sooke covenant and agree each with the other as follows:

**1.0 DEFINITIONS**

1.1 In this Agreement,

"Bylaw" means District of Sooke Bylaw No. 392, *Animal Regulation and Impounding Bylaw, 2009*.

“Costs” means Sooke’s share of the total costs to the CRD of the services, net or revenue generated by the services, apportioned on the basis of net taxable value of land and improvements for Regional Hospital District purposes and determined as if Sooke was a participant in the CRD Animal Control function.

“Services” means the enforcement and administration of the Bylaw, the administration and marketing of dog licenses, and including without limitation the following work, carried out and delivered to the equivalent level of similar services provided by the CRD within the municipalities and electoral areas in which it provides such work:

- (a) in accordance with the Bylaw and all other applicable enactments, the seizure, impounding and destruction of cats, dogs and other domestic animals in Sooke that come to the attention of the Animal Control or Bylaw Enforcement Officers of the CRD, which are at large, or in other circumstances authorized by the Bylaw or other applicable legislation or regulations;
- (b) the full range of enforcement activities under the Bylaw including, but not limited to regular patrol of streets, parks and other public areas within Sooke, complaint response, emergency call-out and police assistance.

## **2.0 TERM**

2.1 This Agreement is for a term commencing 12:00 AM, January 1, 2015, and terminating at 11:59 PM on December 31, 2015.

## **3.0 CRD COVENANTS**

3.1 For the purposes of this Agreement, and in consideration of the Costs paid or agreed to be paid by Sooke pursuant to Section 1.1, the CRD shall provide the Services to Sooke in a competent, careful and professional manner, and shall without limitation:

- (a) maintain an office within the Capital Regional District which is open to the public during normal business hours for inquiries relating to the Services;
- (b) for the purpose of the poundkeeper component of the Services, maintain a pound facility in a location approved by the host local government, which facility and the operation thereof shall be and remain in compliance with all applicable regulations, bylaws and other enactments, and in particular shall be maintained in a sanitary condition providing for humane treatment of the animals impounded;

- (c) administer and enforce the Bylaw including without limitation any required court appearances and legal proceedings generally, engaging the professional legal counsel which may be required in connection therewith, and shall exercise the enforcement authority contained within the Bylaw for and on behalf of Sooke, except for any powers that remain to be exercised exclusively by Sooke pursuant to this Agreement or statute or common law applicable to local government;
- (d) account for and retain all revenue from impoundment fees, violation fees, municipal ticket information fines, fees from sale of animals, and fine and court costs recovered through enforcement of the Bylaw;
- (e) keep a detailed record of accounts and activities in relation to the Services; prepare and deliver to Sooke not less than quarterly a report including the following information:
- number of tickets, offence notices and warning notices issued;
  - number of animals impounded;
  - impoundment, boarding and ticket fine revenues received; and
  - number and types of complaints received; and
  - number of hours spent on patrols in Sooke.  
including such information for both the reporting period and the year-to-date;
- (f) comply with reasonable instructions from Sooke with respect to the provision of the Services, including requests for special attention to particular geographical areas as required from time to time;
- (g) pursue on Sooke's behalf any civil remedy i.e dog destruction orders, injunctions or civil proceedings authorized by resolution of Sooke council;
- (h) obtain proof that a current Sooke licence has been obtained and paid for before releasing any impounded dog;
- (i) maintain a monthly pound log in which shall be recorded, on a daily basis, all pound-related transactions, including a description of every animal impounded, the date and place where the animal was impounded, the date when the animal was redeemed or otherwise disposed of, the disposition of the animal and the amount of money, if any, recovered in respect of the animal;
- (j) maintain a monthly record of any reported dog bites which have occurred in that month, including information concerning the severity of the bite, the breed of the dog, the name and address of the dog owner if known, the name of the person bitten and the details of any

charges under the Bylaw and provide a report to Sooke on dangerous dogs upon identification;

- (k) ensure that CRD Animal Control and Bylaw Enforcement Officers are thoroughly informed of the provisions of the Bylaw and also the fine levels and offence descriptions set out in the Sooke Ticket Information Utilization Bylaw;
- (l) allow officers and employees of Sooke, at all reasonable times, access to all records, books and documents maintained by the CRD under this Agreement; and
- (m) provide after hours emergency call-out service for serious incidents, including assistance to the Sooke police service, attacks by dogs on people or animals, injured animals and unusual situations deemed to involve public safety in relation to domestic animals.
- (n) administer the CRD dog license system including the sale of licenses, bearing all costs and receiving and retaining all revenues.

## **5.0 SOOKE COVENANTS**

5.1 In consideration of the performance by the CRD of the Services, Sooke shall pay the cost of the services as defined in Section 1.1 above, and in addition shall:

- (a) hereby designate the Chief Administrative Officer of Sooke, and in his absence the Corporate Officer of Sooke, as the primary contact with CRD staff with respect to the Services. The parties acknowledge that the intent of this provision is to avoid unnecessary duplication of effort by the CRD, as well as conflicting instructions from Sooke to the CRD. Other officers or employees of Sooke, including members of the Municipal Council, may contact the CRD Chief Bylaw Enforcement Officer directly but only for the purpose of making inquiries and not to give direction;
- (b) appoint those persons designated by CRD to enforce the Bylaws as authorized officers under section 268 of the Local Government Act;
- (c) pay over to the CRD, within thirty (30) days of receipt by Sooke from the Provincial Court Registry or directly from the offender, fine and court costs recovered through enforcement of the Bylaw by the CRD.

## **4.0 MUTUAL INDEMNIFICATION**

4.1 Except to the extent that a claim, loss, action, suit or demand, and legal fees and expenses associated therewith, is a result of a party's negligence or breach of its obligations under this Agreement, the other party shall indemnify

and hold harmless the first mentioned party and its officers, employees and contractors from and against all such claims, losses, actions, suits, demands, fees and expenses arising out of this Agreement.

## **5.0 INSURANCE**

- 5.1 The CRD through its self-insurance program, and Sooke through a private insurance company (HUB), shall each maintain sufficient liability coverage to meet its indemnification obligations under Section 8, and more particularly in the case of Sooke shall maintain liability insurance coverage in an amount not less than Two Million Dollars (\$2,000,000.00) per single occurrence, with the CRD to be added as an additional insured as defined in the Municipal Insurance Association Liability Protection Agreement. In the event that the CRD ceases to be self-insuring, it shall meet the same liability insurance policy requirements assumed by Sooke under this Agreement, with the necessary changes and as applicable.
- 5.2 Neither party shall cancel or materially change its insurance coverage without first providing the other with thirty (30) days written notice thereof.
- 5.3 Any liability insurance required hereunder must contain cross liability coverage in the event that both parties claim coverage under the same policy.

## **6.0 CONTRACTOR STATUS**

- 6.1 The parties agree that the CRD is an independent contractor engaged by Sooke for the sole purpose of providing the Services. Neither the CRD nor any of its personnel is engaged by Sooke as an employee, servant or agent. The CRD is solely responsible for payment of Workers Compensation premiums and compliance with all WCB Regulations, and shall bear sole responsibility for the safety of its officers and employees and any costs whatsoever arising out of employee injuries or claims records. The CRD shall make all payroll payments or deductions required by law or collective agreement. Nothing in this Agreement shall be construed as creating an agency, partnership or joint venture between Sooke and the CRD.

## **7.0 REFERENCE TO CRD**

- 7.1 The CRD agrees to permit the use of its name and bylaw enforcement office telephone number and address in any Sooke notices and advertising relating to animal control.

## **8.0 SETTLEMENT**

- 8.1 The parties acknowledge that they have a common goal of providing public service and will attempt to settle any differences arising in the administration of this Agreement amicably through discussion in good faith with a view to providing quality public service at a reasonable cost.

**9.0 NOTICE**

9.1 Unless otherwise specified herein, any Notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by ordinary mail, faxed to or delivered at the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such Notice shall be deemed to have been received if mailed seventy-two (72) hours after the time of mailing and, if faxed or delivered, upon the date of faxing or delivery.

**10.0 ASSIGNMENT**

10.1 This Agreement is not assignable by either party without the express written consent of the other.

**11.0 POLICE AUTHORITY**

11.1 Nothing in this Agreement shall operate so as to prevent, limit or derogate from the authority of a municipal police officer to take enforcement action under the Bylaw, in which case revenues from any violation fees, municipal ticket information fines or other pecuniary penalties or assessments shall be retained by Sooke.

**12.0 BINDING EFFECT**

12.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and permitted assignees.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed the day, month and year first above written.

Executed on behalf of the **DISTRICT OF SOOKE** by its authorized signatures on this

12<sup>th</sup> day of March, 2015

  
\_\_\_\_\_  
Mayor Maja Tait

  
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For: Gord Howie, CAO

