

ANIMAL CONTROL AND BYLAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT dated for reference the 1st day of December, 2026 is

BETWEEN:

_____,

(the "Supplier")

AND:

VILLAGE OF POUCE COUPE,
5011 49th Ave, P.O. Box 190,
Pouce Coupe, B.C. V0C 2C0
(the "Village")

GIVEN THAT:

The Village, by virtue of its Bylaws, regulates, prohibits and imposes requirements within its jurisdictional boundaries, including provisions for the licensing and control of animals;

The Village and the Supplier wish to enter into this agreement for animal control and bylaw enforcement services;

THIS AGREEMENT IS EVIDENCE THAT in consideration of the above recitals and other good and valuable consideration (the receipt and sufficiency of which the parties acknowledge), the parties agree as follows:

1. DEFINITIONS & SCHEDULES

1.1 In this Agreement:

"Animal Control and Bylaw Enforcement Services" means the services described in Section 3 of this Agreement;

"Emergency" means immediate danger to life, property or the environment.

"Emergency Service" means to respond, on a call out basis, to after-hours situations concerning vicious dogs, injured animals and the disposition of animal carcasses as required or directed by the Village, including removing dead animals obstructing traffic or from a high profile public location;

"Law Enforcement Information" means information the release of which may be harmful to law enforcement as described in section 15(1) of the *Freedom of Information and Protection of Privacy Act* of British Columbia;

“Personal Information” has the same meaning as under the *Freedom of Information and Protection of Privacy Act* of British Columbia;

“Pound” means a facility provided or arranged by the Supplier and approved by the Village for the temporary boarding and care of animals taken into custody under this Agreement; and

“Premises” means the land, buildings and surrounding areas used by the Supplier to operate the Pound. The following Schedules are incorporated into and form a part of this Agreement:

2. TERM

- 2.1 The Village hereby engages the Supplier to provide the Animal Control and Bylaw Enforcement Services for and on behalf of the Village, for a term of 38 months commencing December 1, 2026, or another date agreed to in writing by the parties. The Agreement shall expire on January 31, 2030, unless terminated earlier under this Agreement.

3. ANIMAL CONTROL AND BYLAW ENFORCEMENT SERVICES - SCOPE OF WORK

General

- 3.1 The Supplier shall provide the services with care, skill and diligence, and treat members of the public with courtesy and respect. The Supplier shall use education and practical assistance to help neighbours understand their responsibilities, resolve concerns and live well together, while taking enforcement action where necessary.
- 3.2 The Supplier shall be, and in all respects be deemed to be, an independent contractor and nothing in this Agreement shall be construed to mean that the Supplier is an employee of the Village or that any agency, joint venture or partnership exists between the Supplier and the Village.
- 3.3 The Supplier shall be responsible for providing its own employment insurance, WorkSafe BC coverage, business licence, income tax remittance and complying with any other applicable laws and regulations applicable to an independent contractor.
- 3.4 Without limiting the foregoing, the Supplier covenants and agrees to:
- (1) act as the Village’s Animal Control Officer and Bylaw Enforcement Officer and enforce the Village’s animal control and general regulatory bylaws, including:
 - (a) property maintenance,
 - (b) unsightly premises, noise,
 - (c) nuisance, traffic, parking, off-road vehicles,
 - (d) business licensing,
 - (e) zoning and land use.

Work shall follow Village priorities and remain within the Supplier's lawful authority. Matters requiring technical inspections or professional determinations shall be referred to the responsible official.

- (2) provide prompt and diligent investigation, enforcement and, where necessary, carcass removal services in relation to:
 - (a) violations of the Bylaws, including use of violation tickets supplied by the Village;
 - (b) dangerous or vicious dogs;
 - (c) domestic or wild animals, birds and fowl.
- (3) pick up animals running uncontrolled through the Village, transport them to the Pound and maintain them there;
- (4) transport animals to receive veterinary services, where necessary;
- (5) attend at court in relation to enforcement of the Bylaws;
- (6) attend meetings with the Village, other agencies, and/or the public from time to time;
- (7) Liaison with other enforcement agencies, such as RCMP and Conservation Officers, where needed; and
- (8) provide proactive patrols,
- (9) Notify the Village when an animal is apprehended,
- (10) At no time will the supplier make arrangements for the apprehended animal to be removed from the Village without prior consent from Village Council. Decisions to relocate an animal will be at the Village Councils discretion.
- (11) Assist with bylaw writing.

3.5 The Supplier will provide temporary pound facilities for such animals at its own expense when necessary. Such facilities shall meet reasonable veterinary standards. The Village is willing to help in finding a suitable location for such an animal.

Expenses

3.6 The Supplier must provide a vehicle for use when transporting animals and patrolling the Village, and shall be responsible for all associated costs including fuel, insurance, maintenance, and outfitting with specialty equipment required to carry out the duties under this Agreement. The Village shall provide a decal with the Village logo and text indicating that the vehicle is used for bylaw enforcement within the Village.

3.7 The Supplier shall be responsible for the cost of any subcontractors or employees, and in the event that subcontractors are utilized, the Supplier shall become the Prime Contractor for the purposes of all WorkSafeBC requirements in relation to multiple-employer workplaces.

3.8 The Village shall provide clothing items featuring the Village logo, to be worn by all employees or subcontractors of the Supplier while carrying out duties under this

Agreement, and any necessary personal safety equipment required by WorkSafeBC standards.

- 3.9 The Village shall pay necessary immediate veterinary care and euthanasia costs where they are not recovered from an owner, subject to this section. The Supplier shall obtain approval from the CAO or designate before incurring these costs. If neither can be reached after reasonable attempts and urgent treatment cannot wait, the Supplier may authorize necessary emergency veterinary care up to \$500 per incident, including taxes. Costs above \$500 require express approval.

The Supplier shall promptly notify the Village and provide the veterinary assessment and itemized invoice. Where an owner claims the animal, the Supplier shall collect recoverable veterinary costs and remit them to the Village. These approval requirements also apply to expenses under section 3.17. The Village shall provide and pay the cost of one cellular phone for the Supplier to use in the course of carrying out duties under the Agreement.

Staffing

- 3.10 If any director, officer, employee or subcontractor of the Supplier is, in the opinion of the Village, unable to perform the Animal Control and Bylaw Enforcement Services required under this Agreement, or is incompetent, intemperate, negligent or dishonest in the performance of their duties, the Supplier shall, at the discretion of the Village, remove that director, officer or employee or subcontractor and that director, officer, employee or subcontractor shall not be permitted to continue performing Animal Control and Bylaw Enforcement Services under this Agreement.
- 3.11 All directors, officers, employees or subcontractors of the Supplier who perform investigation and enforcement work under this Agreement must complete a Bylaw Enforcement Officer 1 program from the Focus College of Professionals or a comparable level of experience.

Patrols

- 3.12 The Supplier shall provide 40 hours of service each week, consisting of 10 hours on site at the Village Office or Fire Hall, 20 hours of patrols within the Village, and 10 hours off site for calls, research, public communication and education. The Supplier shall submit work schedules to the Village in advance and coordinate any changes with the Village.
- 3.13 The Supplier will provide services 345 days per year, each year. The Supplier shall maintain and provide a weekly service schedule to the CAO. The Supplier shall promptly advise the Village of any interruption and the arrangements made to maintain service.

Emergency Services

3.14 The Supplier will provide a 24-hour Emergency Service, seven days per week, 345 days per year, each year.

3.15 The Supplier shall respond to all calls for service. Urgent matters shall be acknowledged within one hour. Non-urgent matters shall receive a response within 12 hours, and an investigation shall begin within three days of receiving the call:

- 3.15.1 be available to the public at the Supplier's normal telephone number;
- 3.15.2 return the call and advise how and when the matter will be attended to, unless the person who made the call indicates a return call is not necessary;
- 3.15.3 attend to the matter for which the call was made;
- 3.15.4 document, on a daily basis, each call, noting the time of call from the public, the time of the return call, and how and when the matter was dealt with;
- 3.15.5 The response time for an Emergency Service shall not exceed 1 hour from the time a call is made by a member of the public, unless the representative of the Supplier providing the Emergency Service is attending to another call, in which case the representative shall attend to the matter as soon as the previous call has been dealt with; and
- 3.15.6 Shall respond to village building alarms when called upon to do so.

Injured and Dead Animal Services

3.16 The Supplier will respond, on a call out basis, to after-hours situations concerning vicious dogs, injured animals and the disposition of animal carcasses as required or as directed by the Village, and:

- 3.16.1 arrange for immediate veterinary assessment of injured animals, the cost of which will be borne by the Village except in those cases where an owner is identified;
- 3.16.2 provide for the euthanasia of animals by means of lethal injection, the cost of which will be borne by the Village except in those cases of injured animals where an owner is identified;
- 3.16.3 pick up and dispose of all animal, bird and fowl carcasses throughout the Village;
- 3.16.4 ensure that no animals, whether alive or dead, will be released for research purposes;
- 3.16.5 enforce licensing requirements; and
- 3.16.6 Submit veterinary invoices, in the event the owner cannot be identified, by mail or electronically to the Village for reimbursement.

Records and Reports

- 3.17 The Supplier shall maintain complete and accurate records of complaints, investigations and enforcement activities. These records belong to the Village and shall be provided upon request and at the expiry or earlier termination of this Agreement. The Supplier shall keep the records secure and protect confidential information.
- 3.18 The Supplier will deliver to the Village a weekly report. The report will include all matters dealt with up to and including the last day of the preceding week showing:
- 3.18.1 The Supplier will attend regular weekly staff meetings. (*staff meetings are on Wednesday's at 1030 am*);
 - 3.18.2 The number of animals impounded, including information concerning, the type of animal, each animal's length of impoundment, and release, adoption or euthanasia; and;
 - 3.18.3 The names of, hours worked by and duties of each employee of the Supplier.
- 3.19 The Supplier will deliver to the Village upon request, the following:
- 3.19.1 a copy of each complaint received in such form as the Village shall prescribe;
 - 3.19.2 complaint and incident reports including investigating officer's field notes;
 - 3.19.3 the details of Emergency Services provided further to section 3.16; and
 - 3.19.4 correspondence in relation to all investigation and enforcement work.

4. THE SUPPLIER'S ADDITIONAL OBLIGATIONS

Equipment to Perform Animal Control and Bylaw Enforcement Services

- 4.1 The Supplier is solely responsible to provide all equipment necessary or convenient for the performance of its obligations under this Agreement, including but not limited to motor vehicles, portable radio and additional computers compatible with the Village's computer system, internet service to access the Village's computer system, and telephone communication.

Maintenance of Village's Equipment

- 4.2 Any chattels owned by the Village and used by the Supplier pursuant to the terms of this Agreement shall be maintained by the Supplier in the same condition as it was at the date of this Agreement. Such chattels shall be returned to the Village in a good state of repair at the expiry or early termination of this Agreement. Any chattels missing for any reason shall be replaced by the Supplier forthwith with ownership in the name of the Village.

Indemnity

4.3 The Supplier shall indemnify and save the Village harmless from claims, damages, losses and reasonable legal costs to the extent caused by the negligence, wilful misconduct or breach of this Agreement by the Supplier or its officers, employees or subcontractors. The Supplier shall not be responsible under this section to the extent that the loss is caused by the negligence, wilful misconduct or breach of this Agreement by the Village or its officers, employees or agents.

Insurance

4.4 The Supplier will, throughout the term of the Agreement, maintain the following:

- (1) general liability insurance including bodily injury, and property damage on an occurrence basis with respect to the business carried on within the Village's boundaries or from the Premises and Supplier's use and occupancy thereof. The limit of such insurance shall be for not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence or such higher limits as may be required by the Village from time to time. This insurance shall name the Village as an additional insured, shall include a cross liability clause and licensee's legal liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00); and
- (2) liability insurance in an amount not less than \$5,000,000.00 with the Insurance Corporation of British Columbia, for any licensed motor vehicle used by the **Supplier** or its directors, officers, employees and subcontractors in connection with the services provided under this Agreement.

4.5 All insurance policies shall be endorsed to provide the Village with 30 days' advance written notice of cancellation or material change.

4.6 Certified copies of the insurance policies shall be provided to the Village annually.

Safety and Workers Compensation

4.7 The Supplier must perform all services under this Agreement in accordance with all laws, regulations and requirements of the *Workers Compensation Act*, the Occupational Health & Safety Regulations under that *Act*, and the Village's safety policies and other applicable policies from time to time.

4.8 The Supplier shall provide WorkSafeBC coverage for all workers on their payroll, or ensure any subcontractors are possessed of the appropriate WorkSafeBC coverage, and provide the Village with a satisfactory Letter of Clearance prior to the commencement of any work.

4.9 The Supplier is designated as the Prime Contractor for this project per WorkSafe BC OH&S Regulations. The Supplier should also understand the general duties of the City as defined in the Workers' Compensation Act. The Supplier should have the

necessary qualifications and be willing to accept the responsibilities as Prime Contractor for the project.

- 4.10 The Supplier must provide, upon request, proof of its registration and current good standing as a contractor with WorksafeBC.

Confidential Information

- 4.11 The Supplier acknowledges that it will be required to collect and make use of Personal Information, Law Enforcement Information and other information marked “Confidential”, in connection this Agreement. The Supplier agrees that such information shall be maintained by the Supplier in strict confidence and shall not be released to any member of the public, or to any other person, except:
- 4.11.1 where the Village has approved such release; or
 - 4.11.2 where the release of that information is required by Court Order or by the order of the Information and Privacy Commissioner of British Columbia.

- 4.12 The Supplier shall instruct each of its directors, officers, employees and subcontractors as to the confidentiality requirements of this Agreement.

Work Performed by the Village

- 4.13 If the Supplier fails to provide a required service, the Village may arrange for its staff or another qualified service provider to perform that service. Except where immediate action is necessary to protect public safety or animal welfare, the Village shall first notify the Supplier and give it a reasonable opportunity to address the failure. The Village may recover its reasonable costs from the Supplier or deduct them from amounts payable under this Agreement, without charging twice for the same loss.
- 4.14 The Supplier agrees that performance of any work by the Village shall not relieve it of its duties under this Agreement.

5. VILLAGE’S OBLIGATIONS

- 5.1 Upon execution of this Agreement, and for so long as the Agreement remains in effect and has not been terminated, the Village:
- (1) will and hereby appoints the Supplier as Animal Control Officer and Bylaw Enforcement Officer for the Village further to the Bylaws;
 - (2) agrees to pay the Supplier a remuneration for its services under this Agreement, as set out herein; and
 - (3) grants to the Supplier the right to collect fines and issue licences and receipts on behalf of the Village.
- 5.2 The Village will conduct all prosecutions arising from violations of the Bylaws.
- 5.3 The Village may advertise matters as the Village shall decide are related to the Bylaws.

6. EARLY TERMINATION

6.1 The Village may terminate this Agreement without notice if the **Supplier** breaches any term of the Agreement.

6.2 The Village may immediately terminate the Agreement if:

- (1) the Term or any of the goods or chattels on the Premises are at any time seized or taken in execution or attachment by any creditor of the Supplier or under bill of sale or conditional sale or chattel mortgage;
- (2) a writ of execution issues against the goods or chattels of the Supplier;
- (3) the Supplier makes any assignment or petitions for or enters into an arrangement for the benefit of creditors;
- (4) there is filed by or against the Supplier in any court a petition in bankruptcy or insolvency or for reorganization or for appointment of a liquidator of the Supplier's property, or the Supplier otherwise becomes insolvent or bankrupt;
- (5) the Supplier becomes a party to proceedings under which it seeks protection from its creditors, whether under the *Companies Creditors Arrangement Act* or any similar law of Canada or any province of Canada;
- (6) being an incorporated company or society, proceedings are begun to wind up the company or society; or
- (7) the Premises or any part of them becomes vacant and unoccupied for a period of thirty (30) days or is used by any other person or persons or for any other purpose than permitted in this Agreement without the written consent of the Village.

6.3 Either party may terminate this Agreement on 90 days' written notice. The Supplier shall continue providing the services during the notice period and cooperate with the Village to transfer outstanding files and responsibilities to its replacement.

6.4 In the event of early termination, the Supplier shall not have any claim or cause of action against the Village or be entitled to compensation for any damages, loss, injurious affection or disturbance resulting in any way from the early termination of the Agreement.

7. GENERAL PROVISIONS

7.1 Time is of the essence in this Agreement.

7.2 In the performance of its duties under this agreement, the Supplier shall abide by and be governed by the Bylaws of the Village in force from time to time.

7.3 The Supplier is not the constituted agent of the Village except as herein specifically provided, or reasonably necessary or required to perform the terms of this Agreement.

7.4 Nothing in this Agreement constitutes a joint venture by the parties.

7.5 Any notice required or permitted to be given hereunder may effectively be given by prepaid registered mail, or sent by facsimile transmission, or delivered to the Village at:

5011 - 49th Avenue
Box 190
Pouce Coupe, BC V0C 2C0
Attention: CAO
Fax: (250) 786-5257

or to the Supplier at:

and any such notice shall be deemed to have been given 48 hours following such posting or facsimile transmission or, if delivered, on the date of delivery. If there is a postal strike or slowdown, then a notice sent by the impaired means of communication will not be deemed to be received until actually received. The parties shall promptly advise the other in writing if there is a change of address.

7.6 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

7.7 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

7.8 The Supplier will not assign nor sublet, without permission of the Village's Council in its sole discretion. Where assignment is permitted, this Agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

7.9 When the singular or neuter are used in the Licence, they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require.

7.10 The headings to the clauses in this Licence have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Licence or any provision of it.

7.11 All provisions of this Licence are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph.

7.12 This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

7.13 Both parties will make reasonable efforts to resolve any disputes by amicable negotiations. They agree to provide frank, candid and timely disclosure of relevant

facts, information and documents to facilitate these negotiations, without prejudice to their rights and recourses.

- 7.14 If the dispute cannot be settled within the first 60 calendar days of formal negotiations, unresolved disputes may be submitted for final resolution by arbitration administered by the British Columbia International Commercial Arbitration Centre under its “Shorter Rules for Domestic Commercial Arbitration” in Vancouver, British Columbia, Canada. Alternatively, the Parties may agree, within 30 days of request by a party for final resolution, to submit the dispute for final resolution by arbitration in another manner.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement at Pouce Coupe, British Columbia.

_____ by its
authorized signatories:

Name:

Name:

Date: _____

VILLAGE OF POUCE COUPE by its
authorized signatories:

Name:

Name:

Date: _____

SCHEDULE 'A'
Remuneration

The Village will pay the remuneration as follows:

The Village shall pay the Supplier \$_____ per month (\$_____ annually), plus applicable GST. This fee covers all services and costs required under this Agreement, except costs expressly assigned to the Village. Any additional compensation must be agreed to in writing by both parties.

The Supplier will submit invoices, including an enumeration of and all expenses for which the Village is responsible under this Agreement, bi-weekly. Payment terms are 30 days following receipt of invoice.