

MEMORANDUM OF UNDERSTANDING

BETWEEN

The Corporation of the Town of Aurora

AND

The Corporation of the Town of East Gwillimbury

AND

The Corporation of the Town of Georgina

AND

The Corporation of the Town of Newmarket

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "**Agreement**") is made between The Corporation of The Town of Aurora (hereinafter referred to as "Aurora"), and The Corporation of The Town of East Gwillimbury (hereinafter referred to as "East Gwillimbury"), and The Corporation of The Town of Georgina (hereinafter referred to as "Georgina"), and the Corporation of The Town of Newmarket (hereinafter referred to as "Newmarket"), (each a "**Municipality**", and collectively the "**Municipalities**"), each of which is an incorporated entity under the provincial statute applicable to municipal corporations.

WHEREAS the Municipalities agree that Georgina shall provide certain Animal Shelter Services ("**Services**") in the terms and manner described in this Agreement at the Georgina Animal Shelter and Adoption Centre (the "**Shelter**") located at 26815 Civic Centre Road, Keswick, ON.

AND WHEREAS the purpose of this Agreement is to describe how the Municipalities will work together in dealing with the potential issues that may arise in respect of the Agreement, and to put certain mechanisms in place that will help to ensure that the Municipalities support each other during the term of the Agreement.

NOW THEREFORE for good and valuable consideration, the sufficiency of which is acknowledged hereto, the parties hereto agree as follows:

1. GENERAL

- 1.1 The Municipalities agree that during the term of the Agreement, their relationship to each other in respect of the Services shall be governed by the terms of this Agreement.
- 1.2 Save and except for the payments that are due under Section 3.1 of this Agreement, the Municipalities agree that no Municipality shall have any right to assert or make any request, demand or claim whatsoever for any financial compensation against any other Municipality in respect of any matter related to the Services unless such right is expressly stipulated in this Agreement.
- 1.3 For certainty, the Municipalities acknowledge that outside the scope of the Services which are provided by Georgina for the benefit of the Municipalities, the legal relationship of each Municipality to the others individually and collectively shall remain as it was the day prior to the date the Agreement came into force.

2. TERM OF THE AGREEMENT

- 2.1 This Agreement shall come into force on the 1ST day of January, 2024.
- 2.2 This Agreement shall remain in force for a five (5) year period with an optional one (1) year extension.

3. COST SHARING FORMULA

- 3.1 The financials for delivery of the Services are based on a cost sharing formula that contemplates both a fixed and actual usage contribution. The following table shows the amount for budget purposes. The projected contributions are to remain within current budget amounts plus inflation, cost increases due to legislative changes and collective agreement impacts for the next 5 years:

2024 Budgeted Operating Revenues and Expenditures		Georgina	East Gwillimbury	Newmarket	Aurora	TOTAL
\$ 1,028,035	Fixed Cost Allocation @ 60%	\$154,205	\$154,205	\$154,205	\$154,205	\$616,821
	Variable Cost Allocation:	58.05%	9.99%	23.64%	8.32%	100.00%
	Fixed Costs @ 40%	238,710	41,080	97,211	34,213	411,214
\$ 93,000	Variable Costs @ 100%	53,987	9,291	21,985	7,738	93,000
\$ 1,121,035	Total Operating Expenditures	\$446,902	\$204,576	\$273,402	\$196,156	\$1,121,036
\$ (74,890)	Shelter Revenues	(43,474)	(7,482)	(17,704)	(6,231)	\$(74,890)
\$ 1,046,145	2024 Net Shelter Operations	403,428	197,095	255,698	189,925	\$1,046,146

- 3.2 Fixed costs include: salaries and benefits; training; cleaning supplies; clothing/uniform; hydro/gas/water; insurance; telephone; office supplies and equipment; contracted services; building repairs/maintenance; bank charges; equipment repairs and internet access.
- 3.3 Variable costs include: medical supplies; animal food; veterinary services; disposal of animals; advertising; travel/vehicle expenses.
- 3.4 In addition to the 2024 amounts in section 3.1, net Shelter operation costs are increased on January 1st of each year based on the Consumer Price Index (CPI), 12 month change for all products in the province of Ontario. The source used will be Statistics Canada, for the month of June of each year. This does not account for any change in service levels.
- 3.5 As per the chart in section 3.1, 60% of the total fixed costs are to be allocated equally amongst the participating Municipalities.

- 3.6 The cost sharing formula set out in section 3.1 does not include an impact for collective agreements or provincial wage legislation. The Municipalities acknowledge the potential cost impacts that may arise due to collective agreements or provincial wage legislation and that those costs shall be shared amongst the municipalities, allocated equally as part of the fixed cost allocation. Georgina shall provide the Municipalities with a minimum of 30 days' notice of any such potential cost impacts.
- 3.7 Georgina will continue to assume sole liability for indirect shelter costs including but not limited to, Human Resources, payroll, and accounts payable.
- 3.8 The cost sharing formula does not include a capital investment for future replacement, addition, or major rehabilitation of the Shelter. Georgina staff will complete repairs and maintenance of the Shelter, as provided for in annual budget estimates for Building Repairs/Maintenance and the Provision for Capital Expenditures.
- 3.9 The cost sharing formula does not include Animal Control costs.
- 3.10 The Municipalities acknowledge the potential for unanticipated and uncontrollable expenditures that may arise due to disease, the Joint Shelter Services Management Board shall establish a protocol to address the cost sharing, communications and any other impacts as a result.

4.0 ANIMAL SHELTER SERVICES

- 4.1 The Services provided by Georgina at the Shelter shall include the following:
- Temporary shelter and care of stray and abandoned dogs and cats;
 - Lost and found animal reporting;
 - Reuniting owned animals with their owners;
 - Adoption services at the Shelter and various pet store locations;
 - Transfer of animals from the Shelter to other facilities for further adoption opportunities;
 - Providing education and resources to adopters and general guidance in animal ownership and care;
 - Basic and ongoing medical care for animals in the care of the Shelter;
 - Co-ordinating veterinary services i.e.: spay/neuter and other procedures for animals in the Shelter;
 - 10 day rabies quarantine for bites and scratches of potentially dangerous cats or dogs, pending by-law orders and court orders;
 - Euthanasia of animals in the care of the shelter due to terminal diseases, severe illness, injury and/or dangerous and concerning temperament/behaviour; and
 - Animals kept in trust/Protective custody holds when capacity permits.

4.2 Hours of operation of the Shelter:

Winter Public Hours (Oct 1-May 31): Monday-Friday 8:30am-5:30pm
Saturday 8:00am-12:00pm

Non-Public:

Additional Animal Care and Operations:

Saturdays 12:00pm-5:00pm

Sundays 8:00am-5:00pm

Summer Public Hours (June 1-Sept 30):

Monday-Friday 8:30am-5:30pm

Saturday 8:00am-4:00pm

Non-Public:

Additional Animal Care and Operations:

Saturdays 4:00pm-5:00pm

Sundays 8:00am-5:00pm

4.3 Georgina shall provide, maintain and fully staff the Shelter to receive animals impounded by the participating Municipalities and the Shelter shall meet applicable provincial and federal regulations and standards for such facilities.

4.4 Georgina shall ensure that the shelter is staffed with qualified and competent staff.

4.5 On behalf of each Municipality, Georgina agrees to collect the appropriate domestic animal licensing fees for all applicable domestic animals that are reclaimed, in accordance with the applicable animal control by-laws, as amended, before releasing any animal impounded that does not have a valid licence. The fees collected on behalf of each Municipality shall be forwarded to each Municipality annually.

4.6 Georgina shall prepare a quarterly report in relation to Shelter usage, fees collected and any other administrative matters to be reviewed by the Joint Animal Shelter Services Board.

5. **MUNICIPAL REPRESENTATIVES
(JOINT SHELTER SERVICES MANAGEMENT BOARD)**

5.1 Each Municipality shall designate a municipal representative that has the authority to administer the requirements of this Agreement (each a "Municipal Representative") for the purposes of this Agreement.

5.2 The Municipal Representatives recognize that they will each make every effort to attend every scheduled meeting of the Municipal Representatives, and will avoid delegating the responsibility to attend personally.

- 5.3 The Municipal Relationship Manager, as appointed under Section 6 below, shall be responsible to ensure that minutes of each meeting of the Municipal Representatives are prepared within ten (10) Working Days of each meeting, and shall arrange to circulate such minutes to all Municipal Representatives for their review and approval within five (5) Working Days of receipt. Where any Municipal Representative does not respond within the prescribed timeframe, such Municipal Representative shall be deemed to have approved the minutes.
- 5.4 Where any Municipal Representative disagrees with any aspect of the account of the minutes circulated, such Municipal Representative shall notify the Municipal Relationship Manager within the timeframe prescribed in section 5.3, and if the matter cannot be immediately resolved, the Municipal Relationship Manager shall put the matter on the agenda for the next meeting of the Municipal Representatives for resolution.
- 5.5 At the invitation of the Municipal Representatives, any meeting of the Municipal Representatives may be attended by persons who are employees of any Municipality.

6. MUNICIPAL RELATIONSHIP MANAGER

- 6.1 The Municipalities agree that for the purposes of discharging the obligations of the Municipal Relationship Manager described in the Agreement, the Municipal Relationship Manager shall be selected from among the Municipal Representatives identified in section 5.1 above, or otherwise be a mutually agreed to alternative person. Once selected, the Municipal Relationship Manager shall occupy such position until a majority of the Municipal Representatives agree to a replacement. For clarity, the duties of the Municipal Relationship Manager include:
- Coordinating meetings, chair and general administration of the Joint Shelter Services Management Board;
 - Ensuring service reporting requirements are met; and
 - Attending the annual Chief Administrative Officer meeting and other meetings as requested.

7. MEETINGS OF THE JOINT SHELTER SERVICES MANAGEMENT BOARD

- 7.1 The Municipal Representatives shall meet at least quarterly, or at such time as may be determined by the Municipal Representatives, during the Agreement term, at a location to be determined by the Municipal Relationship Manager. Among any other matters that may be put on an agenda by any Municipal Representative, the meeting shall be for the purposes of:
- a) reviewing the performance of the Services including the reports submitted

- and the charges and payment in respect of the Services Agreement;
- b) considering any estimate or other change management issue that may arise pursuant to the Agreement (such as Services in addition to those set out in section 4.1 or changes in the scope of the Services or Service levels);
 - c) discussing any potential efficiencies or service improvements including but not limited to:
 - i) Shelter fees review;
 - ii) Animal Control By-laws review for future consistency regarding enforcement, fees and administration among partnering Municipalities;
 - iii) Review of Animal Licencing program to promote consistent responsible pet ownership among partnering Municipalities;
 - iv) Review of current trends, best practices and opportunities for shared community educational opportunities;
 - v) Discussion regarding future facility needs and capital requirements, including an expansion for small domestic animals; and
 - vi) Exploration of further partnerships and shared-services opportunities related to animal services including animal control and wildlife services.
 - d) assessing any dispute or difference between the Municipalities where one has notified another pursuant to the Agreement; and
 - e) preparing and reviewing any required reports required by the Chief Administrative Officers.

8. REPORTING TO THE CHIEF ADMINISTRATIVE OFFICERS

- 8.1 The Municipal Relationship Manager shall provide an annual Report to the Chief Administrative Officers prior to each anniversary of this Agreement, or at any other frequency requested by the Chief Administrative Officers.
- 8.2 The purpose of the report required under section 8.1 shall include the following:
 - a) to brief the Chief Administrative Officers on the current status of the agreement and the Services;
 - b) to afford an opportunity to the Chief Administrative Officers to provide input on any relevant aspect of the Agreement and the Services, as may come within the mandate of the Chief Administrative Officers;
 - c) to generally communicate and review any other matter related to the

performances of the Services; and

- d) to present any efficiency and/or cost management measures, service improvement and/or revenue opportunities identified by the Joint Shelter Services Management Board including any recommendations for consideration by the Chief Administrative Officers.

- 8.3 The annual Report shall be provided to each partnering municipal Council upon review and approval of the Chief Administrative Officers.

9. ESCALATION PROCEDURE

- 9.1 Where any matter related to the Services cannot be resolved among the Municipal Representatives and the matter is of sufficient importance that failure to resolve it may be detrimental to the interest of any Municipality, the Municipal Representatives shall promptly bring the matter to the attention of their respective Chief Administrative Officers, who shall make reasonable efforts to resolve the matter as expeditiously as possible in the circumstances.

- 9.2 Where a decision is made to escalate any matter pursuant to this section, each Municipal Representative shall do so on a timely basis, providing to his or her Chief Administrative Officer all relevant background and documentation which may assist in expediting a resolution of the matter.

- 9.3 Where a matter has been escalated pursuant to this section, the Chief Administrative Officers shall take all appropriate steps to resolve the matter on a timely basis.

10. TERMINATION FOR CONVENIENCE OF THE AGREEMENT

- 10.1 The Municipalities agree that the purpose of collectively entering into an Agreement is to improve service delivery, lower service or administration costs and recognize cost sharing opportunities for the Municipalities. The Municipalities further agree that where a Municipality individually terminates its relationship in respect of the Services within the Agreement for any or no reason, other than for cause pursuant to section 11, and such termination leads to or results in an increase in the costs to the Municipalities that continue to receive the Services under the Agreement, the Municipality that terminated its relationship shall reimburse each other Municipality to the extent of the increase in the costs formula payable by each Municipality for the duration of the Agreement term. The remaining Municipalities shall have the onus to demonstrate to the terminating Municipality that they have suffered a legitimate financial impact as a result of the withdrawal of the terminating Municipality. A decision to terminate under this clause is required to be made by the terminating Municipality's Council.

- 10.2 Any Municipality that terminates the Agreement for convenience under this

section shall provide a minimum of six (6) clear months advance notice.

11. TERMINATION FOR CAUSE OF THE AGREEMENT

- 11.1 The Municipalities agree that where Georgina fails to perform its obligations under the Agreement in respect of one or more of the Municipalities, the Municipalities individually or collectively shall have recourse to every remedy available in the Agreement in order that Georgina may remedy its failure to perform as soon as possible.
- 11.2 Where, under section 11.1, above, one or more of the Municipalities have exhausted the remedies available in the Agreement in their effort to cause Georgina to meet its performance obligations under the Agreement, the Municipal Representatives shall meet to consider terminating the Agreement, provided at all times that the Municipalities shall consider the best interests of all of the Municipalities.
- 11.3 Where, under section 11.2, above, a dispute arises between the Municipal Representatives regarding whether the Agreement should be collectively terminated, the matter shall be brought to the attention of the Chief Administrative Officers in accordance with the procedure described in section 8, above.
- 11.4 A decision to terminate is required to be made by each of the respective Municipality Councils.
- 11.5 If the Municipalities, not including Georgina, unanimously agree to terminate the agreement for cause, then all additional costs arising from that termination shall be shared as per the formula in section 3.1 up to and including the effective date of termination as unilaterally determined by those Municipalities. Otherwise, should one or more, but not all, of the Municipalities, not including Georgina, proceed to terminate its/their obligations under the Agreement, then section 10 of this Agreement shall apply.

12. INSURANCE

- 12.1 Georgina shall at its own expense obtain and maintain until the termination of the Agreement, with insurers licensed to underwrite insurance in the Province of Ontario and who are acceptable to the Municipalities, the following insurance and provide evidence thereof, naming each of the Municipalities as additional insured, but only with respect to liability arising out of the operations of Georgina:
 - a) Comprehensive general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$ 5,000,000) per occurrence, an aggregate limit of not less than Ten Million Dollars (\$10,000,000) with respect to Georgina's operations, acts and omissions relating to its obligations

under the Agreement, such policy to include, but not be limited to, non-owned automobile liability; bodily injury including death, personal injury; broad form property damage including loss of use thereof; contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers' liability; and, cross liability and severability of interest clauses.

- b) Standard OAP 1 Automobile liability insurance for an amount not less than Five Million Dollars (\$ 5,000,000) meeting statutory requirements covering all licensed vehicles owned, operated or leased by Georgina and used in any manner in connection with the performance of the terms of the Agreement.

- 12.2 The policies shown above shall be endorsed to provide the Municipalities with not less than thirty (30) days' written notice of cancellation, change or amendment restricting coverage. However, if for any reason the insurer, on behalf of Georgina, cannot endorse their policies to provide the Municipalities with not less than thirty (30) days written notice of change or amendment restricting coverage, the responsibility to do so shall automatically transfer to Georgina and it shall become Georgina's strict obligation to deliver to the Municipalities not less than thirty (30) days' written notice of change or amendment restricting coverage.
- 12.3 Georgina shall provide evidence of the continuance of this insurance at each policy renewal date, and/or following any amendment to the insurance. If required by the Municipalities, Georgina shall provide true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the services.
- 12.4 If Georgina fails to maintain insurance as required by this Agreement, the Municipalities shall have the right to provide and maintain such insurance and give evidence to Georgina. Georgina shall pay the cost thereof to the Municipalities on demand or the Municipalities may deduct the cost from the amount which is due to or may become due to Georgina under this Agreement.
- 12.5 The Municipalities reserve the right to request such higher limits of insurance or other types of appropriate policies as the Municipalities may reasonably require.
- 12.6 All policies shall apply as primary and not as excess of any insurance available to the Municipalities.
- 12.7 If requested, Georgina shall provide the Municipalities with a letter from its insurance provider confirming Georgina's ability to meet the insurance requirements as set out in this Agreement.

12.8 The Municipalities shall each maintain their own separate insurance coverage applicable to their respective obligations under this Agreement and their municipal representation on the Joint Shelter Services Management Board.

13. LAW AND JURISDICTION

13.1 This Agreement shall be considered an agreement made under the laws of Ontario and the federal laws applicable therein and shall be subject to the exclusive jurisdiction of the courts of Ontario to which the parties hereby submit.

13.2 This Agreement is legally binding on the Municipalities, their successors and assignees.

14. GENERAL

14.1 The Municipalities agree to execute and deliver such further documents and assurances and do such other things as may be reasonably required from time to time by any Municipality to give effect to this Agreement.

15. NOTICES

15.1 Any notice required to be sent under this Agreement shall be in writing and shall be served by sending the same by e-mail, registered mail, or by hand, leaving the same at:

THE CORPORATION OF THE TOWN OF AURORA
100 John West Way
Box 1000
Aurora, ON L4G 6J1
Attention: Patricia De Sario, Director, Corporate Services
E-mail: pdesario@aurora.ca

THE CORPORATION OF THE TOWN OF EAST GWILLIMBURY
19000 Leslie Street
Sharon, ON LOG 1V0
Attention: Municipal Clerk
E-mail : clerks@eastwillimbury.ca

THE CORPORATION OF THE TOWN OF GEORGINA
26557 Civic Centre Road
R.R.#2
Keswick, ON L4P 3G1
Attention: Mike Hutchinson, Manager of Municipal Law Enforcement
E-mail : mhutchinson@georgina.ca

THE CORPORATION OF THE TOWN OF NEWMARKET
395 Mulock Drive
PO Box 328, STN Main
Newmarket, ON L3Y 4X7
Attention: Lisa Lyons, Clerk
E-mail: llvons@newmarket.ca

- 15.2 Any Municipality may change its address for notice purposes by providing written notice under this section to the other Municipalities.
- 15.3 Notices given by registered mail shall be deemed to be received upon the earlier of (i) actual receipt, or (ii) five (5) Working Days after sending by registered mail. Notices given by e-mail shall be deemed to be received one (1) Working Day after sending by e-mail. Notices delivered by hand shall be deemed to be received upon delivery.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

THE CORPORATION OF THE TOWN OF AURORA

Date: _____

Mayor

Town Clerk

THE CORPORATION OF THE TOWN OF EAST GWILLUMBURY

Date: _____

Mayor

Town Clerk

THE CORPORATION OF THE TOWN OF GEORGINA

Date: _____

Mayor

Town Clerk

THE CORPORATION OF THE TOWN OF NEWMARKET

Date: _____

Mayor

Town Clerk