



Request for Proposals

RFP NO. SI-25-001

Provision of Animal Management Services for the Township of Esquimalt

Date of Issue: October 10, 2025

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1.0 INSTRUCTIONS TO PROPONENTS

1.1 Invitation

The Township of Esquimalt (Township) invites detailed Proposals from qualified suppliers (Proponents) in accordance with these Proposal Documents (RFP #SI-25-001) to submit a proposal for consideration to the Township for the delivery of animal management services.

The Township is seeking to enter into a contract with a Proponent who possesses the necessary qualifications, capabilities, experience, and facilities to fulfill the requirements to provide the Services described in this RFP in the Scope of Work (Appendix A).

1.2 Background

The Township currently has a contract for Animal Management Services (Services) with Victoria Animal Control Services (VACS); however, it expired on February 28, 2025. VACS has agreed to continue providing this service until a new contract is awarded as part of this RFP.

The Township is seeking a Contractor to provide Services with an anticipated start date of Thursday January 1, 2025 for a three-year term (plus up to two additional one-year terms upon mutual agreement).

The Contractor will be responsible for providing Services for the comprehensive enforcement and administration of the Township's Bylaws in regards to animal management.

Although the Municipality has for many years contracted for the provision of animal patrol, enforcement and pound services, the Municipality administers the dog licensing system, with the exception of a small "field sale" role for the Contractor.

1.3 Closing Time and Date for Submissions of Proposals

The Proposed schedule for the award of this Service contract is as follows:

- RFP issued on Friday October 10, 2025
- RFP closes at Friday November 7, 2025 at 4:00pm PST "Closing Time"
- Review and Recommendation to Township Council on Monday December 1, 2025

The Township, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time.

Proposals received after the Closing Time will not be accepted or considered.

1.4 Inquiries

All inquiries related to this RFP must be directed in writing to the contact person named below (the "Township Representative"). Information obtained from any person or source other than the Township Representative, designated below, may not be relied upon.

- Name: Judy Kitts, Director, Strategic Initiatives
- Email: judy.kitts@esquimalt.ca

Inquiries should be made by no later than Wednesday October 22, 2025. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the Township. The Township will not hold any information meetings regarding this RFP.

If the Township determines that an addendum is required to this RFP, the Township will issue an addendum on BC Bid under the Addenda Tab and that will be incorporated into and become a part of this RFP.

Any and all addendums to this Proposal opportunity will be posted on the Township's website at <https://www.esquimalt.ca/business-development/bids-tenders>, on BC Bid provincial government site at www.bcbid.gov.bc.ca and at www.civicinfo.bc.ca. It is the sole responsibility of participants to make sure that they are in receipt of all addendums prior to the RFP closing.

2.0 PROPOSAL SUBMISSION

2.1 Process for the Submission of Proposals

The proponent must submit electronic PDF copies of the Technical Proposal and Financial Proposal. Hard copy proposals will not be accepted.

Please send the copy to the following email address on or before the Closing Time with the subject line: Animal Management Services, RFP to: Judy.kitts@esquimalt.ca

The Technical Proposal file must include any submittal forms that are required as part of the submission.

The Financial Proposal file must include only the financial proposal and any insurance or bonding documents required.

The maximum file size accepted will be 20MB. It is the responsibility of the proponent to ensure the email submitted is within the maximum file size limit. Zip files will be accepted.

Delays caused by any computer related issues will not be grounds for an extension of the Closing Time.

The Township cannot be held responsible in any way for lost, misdirected, illegible or obscured emails. It is the sole responsibility of the submitting party to confirm a clear receipt of the transmission to the correct email address.

Proposals received electronically at the email address above with a time stamp after the Closing Time will be returned unopened to the Proponent.

2.2 Form of Proposal

Proponents must submit their Proposal in accordance with the instructions set out in Appendix "B" - Form of Proposal. The proposal must be signed by an authorized representative on behalf of the Proponent.

3.0 EVALUATION

3.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the Township by the Evaluation Team. All evaluators will be bound by standards of confidentiality.

The Evaluation Team may consult with others including Township staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required.

The Evaluation Team will compare and evaluate each Proposal to determine the Proponent's strength and ability to provide the Services.

3.2 Evaluation Criteria

The Evaluation team will evaluate Proposals based on the following:

Weighted Criteria	Weight
Technical	
Services Methodology and Task List	30
Experience and capacity of the Proponent in providing similar Services	25
Past performance of Proponent as determined by references	10
Financial	
Cost of Service	35
TOTAL	100

3.3 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

3.4 Negotiation of Contract

If the Township selects a Preferred Proponent, then it may enter into a Contract with the Preferred Proponent or enter into discussions with the Preferred Proponent to attempt to negotiate the terms of the Contract, and such discussions may include but are not limited to negotiating amendments to the scope of Services and the Preferred Proponent's price(s).

If at any time the Township reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within thirty days, the Township may, at its discretion at any time thereafter, terminate negotiations with the Preferred Proponent and either enter into negotiations with any qualified Proponent or cancel the RFP process in its entirety.

3.5 Debriefing

Following the final selection of a Preferred Proponent for contract award, all other Proponents have the right to receive a debriefing on the strengths and weaknesses of their proposal. Points awarded by the Evaluation Teams for both technical and financial proposals will remain confidential and may not be divulged to any Proponent.

4.0 AVAILABLE INFORMATION

Information available to the Proponent is located in the following listed Appendices:

- Appendix A: Scope of Work
- Appendix B: Proposal Requirements
- Appendix C: 2021 02 Animal Management Bylaw, 2841
- Appendix D: Sample Professional Services Agreement
- Appendix E: 2023 and 2024 Statistical Information

5.0 GENERAL PROVISIONS

5.1 The Township expressly reserves the right not to select a Preferred Proponent, or to proceed to discussions or negotiations for a Contract, or to award any Contract, and the Township reserves the complete right to at any time reject all Proposals, and to terminate this RFP process for any reason.

5.2 Proponents are solely responsible for their own expenses in preparing a response and for subsequent negotiations, if any. If the Township elects to

reject all responses, the Township will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the response, loss of any anticipated profit in connection with any final contract, or any other matter whatsoever.

- 5.3 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP.
- 5.4 While the Township has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive. The Township will assume no responsibility for any oral information or suggestion(s).
- 5.5 A contract is formed only when the Township enters into an agreement with the selected Preferred Proponent.
- 5.6 Any contract that may be entered into as a result of this Proposal will be subject to the laws of the Province of British Columbia.
- 5.7 A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Township, its elected or appointed officials or employees.
- 5.8 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the Township with respect to the Proposal, whether before or after the submission of the Proposal, the Township shall be entitled to reject or not accept the Proposal.
- 5.9 All documents, reports, Proposal submissions, working papers or other materials submitted to Township shall become the sole and exclusive property of the Township and as such, are subject to Freedom of Information Legislation. To request documentation confidentiality, proponents must submit a covering letter, with their Proposal, detailing the specifics of their request.
- 5.10 Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.
- 5.11 Any contract that may be entered into as a result of this Proposal will be subject to the laws of the Province of British Columbia.

- 5.12 The key personnel named in the Proponent's RFP response, shall remain in these key positions throughout the term of the Service. In the event that key personnel leave the firm, or for any reason are unable to continue fulfilling their role, the Proponent must propose a suitable replacement and obtain written consent from the Township. Acceptance of the proposed replacement is at the sole discretion of the Township.
- 5.13 Proponents responding to this competitive process agree to the terms and conditions of the Proposal opportunity as issued by the Township. Submissions shall not contain any alterations to the posted document other than entering data in the spaces provided or including attachments as necessary. Participants who alter the document as issued may be disqualified from this competition.
- 5.14 The Proponent shall indemnify and save harmless the Township and its officials, officers, employees and agents from any claim, lawsuit, liability, debt, demand, loss or judgment (including costs, defense expense and interest) whatsoever and howsoever arising either directly or indirectly as a result of the granting of this contract or the use of the Township's property or facilities.
- 5.15 The Proponent shall waive all rights or subrogation or recourse against the Township as a result of the granting of this contract or the use of the Township's property or facilities.
- 5.16 The Proponent shall indemnify and pay to the Township promptly, on demand for any loss or damage to the Township's property and facilities arising either directly or indirectly as a result of the use of the property or facilities under the terms of this contract.
- 5.17 The Contractor must possess an inter-municipal or non-resident business licence and will be required to provide evidence of same.
- 5.18 The Proponent must be registered and remain in good standing, throughout the terms of this contract with the WorkSafeBC and will be required to provide evidence of same.
- 5.19 All Proposals shall be irrevocable to remain open for acceptance for at least (60) sixty days after closing time, whether or not another Proposal has been accepted.
- 5.20 The successful Proponent will enter into a contract in the format of the attached, including all conditions included in the RFP.

6.0 INSURANCE

6.1 The Proponent shall, at his own expense, provide and maintain during the term of the Contract the following insurance in a form acceptable to the Township with an insurer licenced in British Columbia.

6.2 The Proponent shall provide and maintain Commercial or Comprehensive General Liability Insurance with a minimum limit of \$5,000,000 inclusive per occurrence, for bodily injury, death and property damage. Such policy shall:

6.2.1 include the Township and its officers, employees, officials, agents, representatives and volunteers as Additional Insured,

6.2.2 include cross liability and a waiver of subrogation or recourse against the Township; and

6.2.3 provide thirty (30) days prior written notice of cancellation or reduction in coverage in favour of the Township, to be delivered by registered mail to the attention of the Risk Manager at the address of the Township.

6.3 The Proponent shall be responsible for any deductibles or reimbursement clauses within the policy.

6.4 The Proponent shall provide the Township with a Certificate of Insurance prior to the commencement of the Contract and within two weeks of the expiry date of the policy to evidence renewal of the policy and continuous coverage.

6.5 The Township shall be under no obligation to verify that the required insurance coverage is adequate for the needs of the Proponent.

7.0 DEFINITIONS

The following definitions apply to this RFP:

- a) "Appendix" or "Appendices" means the appendices included in this RFP;
- b) "BC Bid" means the website located at <https://bcbid.gov.bc.ca/>.
- c) "Closing Time" means the date and time by which proposals are to be delivered, as defined in section 1.3 of this RFP;
- d) "Contract" means an agreement signed by the Preferred Proponent and the Township for the Services described in Appendix A of this RFP;
- e) "Contractor" means the Proponent that signs a Contract with the Township for the delivery of Services;
- f) "Township Council" means the elected officials of the Township;

- g) "Township Representative" means the individual identified in section 1.4 of this RFP;
- h) "Evaluation Team" means the individuals who will evaluate Proposals on behalf of the Township;
- i) "Financial Proposal" means all information related to the proposed pricing in a Proposal, as defined in Submittal Form A;
- j) "Preferred Proponent" means the Proponent that has been offered Contract for the Services;
- k) "Proponent" means a vendor or individual who intends or does submit a response to this RFP;
- l) "Proposal" means a Proponent's submission to this RFP;
- m) "Request for Proposals" or "RFP" means this document and the processes described within it;
- n) "Services" means the scope of work described in Appendix A of this RFP;
- o) "Submittal Form" means the submittal forms that are part of this RFP;
- p) "Technical Proposal" means all aspects of the Proposal excluding any references to pricing, as found in Submittal Form A.
- q) "Township" means the Township of Esquimalt.

APPENDIX A: SCOPE OF WORK

The Township is seeking Animal Control Services which include but are not limited to the following:

1. Administer and enforce the Township's Bylaws pertaining to animal management.
2. Provide pound keeping services, ensuring sanitary conditions and the humane treatment of the animals impounded, which are operated in compliance with all applicable regulations and bylaws.
3. Provide animal control management, including investigation, apprehension, and transportation of live Animals to veterinarian facility and/or Animal Shelter Facility.
4. Respond during regular working hours to routine and non-routine problems and questions pertaining to issues surrounding animal control.
5. Respond to animal control emergencies including, but not limited to, direct threats to public health and safety outside of regular working hours.
6. Issue Bylaw offence notices and warnings.
7. Keep detailed records of accounts and activities, which list the activities in relation to the Services by month and year to date, including:
 - Amount of time spent on patrols in Esquimalt, broken down between weekends and weekdays and types of contacts
 - Types and number of complaints received and incidents investigated
 - Number and types of animals impounded
 - Number of bylaw offence notices and warning notices issued
 - Impoundment, boarding, and revenue received
 - Actions taken / resolved by Service Provider
 - Dog license vendor remittance detail
8. Submit monthly reports and invoices within 10 business day of the end of each month.
9. A mandatory requirement is that the Service Provider immediately assumes sole responsibility of animals taken into custody.
10. A mandatory requirement is that the primary / initial pound keeping facility must be located on Vancouver Island and within thirty (30) kilometers of the Township's Municipal Town Hall. Long term pound keeping facilities, for impoundment of animals greater than 30 consecutive days, may be located elsewhere. Where long term facilities are contemplated, details of the long-term facility and the transport of animals to the facility are to be provided.
11. The Service Provider must enter into the Service Agreement (sample template attached to the Request for Proposal). The service provider must indicate in the proposal that they will enter into Service Agreement.

The RFP provides the Proponent the opportunity to provide optional services above the scope of work. The Proponent will identify these services clearly and separately include the associated costs. The evaluation of the RFP will be conducted upon the information requested to fulfil the Scope of Work.

APPENDIX B: PROPOSAL REQUIREMENTS

The Proponent shall include, along with their technical and financial proposal, the following:

- Title page – reference the RFP number and title, the firm's address, the name and number of the contact person and the date of the Proposal.
- Transmittal Letter – a letter, signed by a person duly authorized, briefly stating the Proponent's understanding of the Services required, benefits their organization brings and the commitment to perform the Services as requested and confirmed receipt of all addenda, if applicable.
- A section that lists the assumptions that the Proponent has assumed in preparing their Proposal.
- A brief narrative demonstrating the Proponent's clear understanding of the objectives and expected deliverables of the Services.
- Work Safe BC documentation.

Technical Proposal:

The technical proposal shall be organized into the following three sections and provide information as noted below:

1. Services and Methodology for Delivery
2. Capacity to Provide Services/Service Model and Experience Providing Similar Services
3. Past Performance

1. Services and Methodology for Delivery

The information should provide a clear and concise methodology and a corresponding task list that details how all aspects of the Service will be carried out. This includes task identification, benchmarks, and milestones.

2. Experience and Capacity

Provide a brief company profile and detail your experience and capacity to perform this work, including:

- Proposed Service Team:
 - Animal Control Officer as single point of contact and their relevant experience related to the Services.
 - Other staff and key personnel who will have responsibilities pertaining to the delivery of the Services and their relevant experience related to the Services.
 - If a sub-consultant/contractor/vendor is also to be utilized, this information must also be supplied.
- Service Delivery:
 - Information on the planned delivery of the Services including:
 - hours of operation (identifying enforcement services and pound keeping facilities separately)

- coverage outside of normal operating hours (identifying enforcement services and pound keeping facilities separately)
 - patrol schedule in the Township
 - programs to raise public awareness of the bylaws
 - programs to target non-compliance of the bylaws
 - ability for the public to contact the Service Provider to request Services and typical response time
 - equipment to be provided by the Proponent
 - tracking and reporting to the Township
- Facility & Equipment:
 - Description of the facilities and equipment to be used to deliver Services, including:
 - size, capacity and location of facility / facilities
 - hours accessible to public
 - Documentation supporting the:
 - standard of care provided to the animals
 - the suitability of the facilities for the variety of animals to be housed
 - condition of the facilities
 - Emergency Information
 - Information concerning the Proponent's emergency disaster operating plan for both the care of animals currently sheltered and for the capture, transport and care of additional animals affected by the disaster and the Proponents' ability to fulfil this plan in the event of a disaster (i.e., business continuity plan).
 - Enforcement Philosophy, Appeals and Complaints:
 - Information regarding the Proponent's enforcement philosophy and provide a flow chart/diagram showing how animal control complaints and ticket appeals will be dealt with. The Proposal shall identify code of conduct policies and procedures.

3. Past Performance

The Proponent shall provide detail on services that the Proponent has carried out which are similar or comparative in nature that demonstrate the Proponent's ability to undertake this Service.

Using the References Form, Submittal Form B, provide a minimum of three client (3) references (other than the Township) for similar requirements including the start and end dates of when the services were provided.

The Township will be evaluating this section on the relevance and quality of references of the Preferred Proponent. The References may be contacted to validate any part of the Proposal. The Township reserves the right to conduct reference checks to verify the information contained in the Proposal and confirm suitability of the Proponent.

Past working history with the Township will be considered in the evaluation of any proponent.

Financial Proposal:

The Financial Proposal shall provide details for the cost of the requested Services, including:

- the detailed cost of carrying out the Scope of Work
- the Proponent's proposed payment schedule and fee structure
- the detailed cost of carrying out optional services not included in the Proposal and the proposed payment schedule.

A Fee Schedule, see Submittal Form "A", for services provided in regards to impoundment, boarding, or other services deemed necessary while an animal is in the care and control of the service Provider. Clarification on whether the Fees are to be retained by the Service Provider, by the Township, or shared between the Service Provider and the Township. If Fees are to be shared the Proponent must indicate how the revenue is to be shared.

APPENDIX C: 2021 02 ANIMAL MANAGEMENT BYLAW, 2841**CORPORATION OF THE TOWNSHIP OF ESQUIMALT****ANIMAL MANAGEMENT BYLAW, 2015, No. 2841****Table of Contents**

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CORPORATION OF THE TOWNSHIP OF ESQUIMALT

BYLAW NO. 2841

A Bylaw to regulate animal nuisances and the welfare and keeping of animals, and to provide for dog licensing and animal pounds within the Township of Esquimalt

The Municipal Council of the Corporation of the Township of Esquimalt, in open meeting assembled, enacts as follows:

PART 1 – INTRODUCTION

Title

1. This Bylaw may be cited as the "*Animal Management Bylaw, 2015, No. 2841*".

Definitions

2. In this Bylaw, unless the context otherwise requires,

"animal" means any member of the animal kingdom.

"animal control officer" means a person designated as an animal control officer for the Township, including for the purposes of section 49 of the *Community Charter [dangerous dogs]*, and includes all bylaw enforcement officers and police officers of the Township.

"at large" means in a public place unless the animal is under the effective control of the owner, or on private property without the consent and knowledge of the owner or occupier of the private property.

"bird" includes ornamental bird, pigeon and poultry.

"body-gripping trap" means a trap or device that is designed or used to capture an animal by its body or body parts, including but not limited to, leg-hold traps, conibear traps, and snares except cage traps, box traps, nets, suitcase type traps and mouse and rat traps.

"dangerous dog", means a dog that has been designated as a dangerous dog under section 42.

"dog-prohibited area" means all lands described in Schedule "B" as "No Dogs Allowed" attached to and forming part of this Bylaw.

"effective control" means that the person can see the animal and when the person calls, the animal returns to the person within three calls.

"farm animal" means any domesticated animal normally raised for food, milk or as a beast of burden and includes cattle, horses, swine, sheep, goats, mules, donkeys, asses and oxen, but does not include poultry or bees.

“guide dog” means a dog used by a blind or otherwise disabled person to assist them to avoid hazards and for which a certificate has been issued under the *Guide Animal Act*.

“impound” means to seize, deliver, receive or take into the Pound or into the custody of the poundkeeper; and “impounded” means seized, delivered, received or taken into the Pound or into the custody of the poundkeeper.

“kennel” means any property in which 5 or more dogs over the age of 4 months are kept or harboured, not including the Pound, veterinary medical clinics, pet care establishments and pet stores.

“leash” means a chain, harness, line or rope that is of sufficient strength to restrain the animal without breaking.

“licence” means a licence that has been paid for by the owner of a dog and issued by the Township for the dog for the current licensing year.

“licensing year” means from January 1 to December 31 in any year.

“off-leash area” means all lands described in Schedule “B” as “Dogs Off Leash” attached to and forming part of this Bylaw.

“ornamental bird” means any bird which is normally kept in a cage or aviary, primarily as a show or decorative bird, and without limiting the generality of the foregoing includes budgerigar, canary, cockatoo, myna bird, ornamental pheasant, parakeet, parrot and pigeon.

“other animal” means any animal, including any mammal, bird, reptile or amphibian, except a dog or domestic cat.

“owner” means any person who is in possession of or who has the care, custody or control of an animal, or any person who possesses, harbours or allows an animal to remain about his or her residence, land or premises, and, in the case of a dog, any person whose name appears on the dog licence.

“police dog” means any dog owned by a municipal police force or the Royal Canadian Mounted Police and which is trained to assist police on investigations.

“pound” means the Pound established pursuant to this Bylaw.

“poundkeeper” means the person appointed by Council as poundkeeper for the Township, or the person under contract with the Township to act as a poundkeeper, and includes persons acting under the direction of the poundkeeper.

“public place” includes all highways, boulevards, municipal parks or other real property owned, held, operated or administered by the Township or by a school district within the Municipality.

“rodent” means any animal of the order *Rodentia* or any other small mammal kept as a pet and without limiting the generality of the foregoing includes ferret, gerbil, guinea pig, hamster, rat and mouse.

“Township” means the Corporation of the Township of Esquimalt.

“Urban Hen” means a domesticated female chicken or duck that is at least 4 months old.

“Zoning Bylaw” means the *Zoning Bylaw, 1992, No. 2050* and amendments thereto, or in the case that it is repealed, its successor bylaw.

Application

3. With the exception of Part 3 hereof, this Bylaw does not apply to:
- (1) a person with a disability with respect to a guide animal certified under the *Guide Animal Act*;
 - (2) a police officer with respect to a police dog;
 - (3) a person with respect to animals participating in a show, exhibition, performance, circus or other commercial event at a municipal park or municipal facility provided the event is being conducted in accordance with a permit issued by the Director of Parks & Recreation Services; or
 - (4) the exhibition or use of animals at a community event, parade or pet show.

PART 2 – POUND AND POUNDKEEPER

Establishment of a Pound

4. Council hereby authorizes the establishment, maintenance and operation of or contracting for facilities for the impounding of animals at such place or places and upon such premises as the Council may, from time to time, determine, and designates the person in charge of the pound as the poundkeeper.

Duties of the Poundkeeper

5. The poundkeeper must impound and detain all animals delivered to him or her pursuant to the provisions of this Bylaw and must furnish them with sufficient food, water, shelter and attendance.
6. The poundkeeper must, upon receipt of an animal delivered to the Pound by an animal control officer, bylaw enforcement officer, police officer or a member of the public other than the owner of the animal, deal with that animal in the same manner as other animals seized and impounded pursuant to this Bylaw.

Keeping of records

7. The poundkeeper must maintain the following records for each impounded animal:
- (1) the date, time and location where the animal was impounded;
 - (2) description of the animal;

- (3) name and address of the person who brought the animal to the Pound;
- (4) name and address of the person who redeems the animal, and, if the person who redeems the animal is not the owner, the name and address of the owner of the animal;
- (5) the date when the animal was redeemed or otherwise disposed of;
- (6) a description of the method of and reason for the disposition; and
- (7) the amount of money, if any, recovered in respect of the animal.

PART 3 – ANIMAL WELFARE

Animal abandonment

8. No owner of an animal shall abandon the animal.

Basic animal care requirements

9. The owner of an animal must ensure that the animal is provided with:
 - (1) clean, potable drinking water at all times and suitable food of sufficient quantity and quality to allow for normal growth and the maintenance of normal body weight;
 - (2) clean and disinfected food and water receptacles that are located so as to avoid contamination by excrement;
 - (3) the opportunity for regular exercise sufficient to maintain good health; and
 - (4) necessary veterinary care when the animal exhibits signs of pain, injury, illness or suffering.

Outdoor shelter requirements

10. No person may keep an animal outside, unless the animal is provided with a shelter that provides:
 - (1) protection from heat, cold and wet that is appropriate to the animal's weight and type of coat;
 - (2) sufficient space to allow the animal the ability to turn about freely and to easily stand, sit and lie in a normal position; and
 - (3) sufficient shade to protect the animal from the direct rays of the sun at all times.

Sanitation requirements

11. No person shall keep an animal in a shelter, pen, cage or run area unless the shelter, pen, cage or run area is clean, sanitary and free from wild vermin.
12. No person shall allow animal excrement to accumulate on or about the land or premises where an animal is kept.

Tying animals

13. No person shall cause an animal to be hitched, tied or fastened to a fixed object by a rope, chain or cord that is directly tied around the animal's neck or to a choke collar, for an extended period of time, and in any event for not more than 30 minutes.

Animals in an enclosed space

14. No person shall confine an animal in an enclosed space, vehicle or vessel without providing adequate ventilation and water so as to prevent the animal from suffering distress and without providing sufficient shade to protect the enclosed space, vehicle, vessel and animal from the direct rays of the sun at all times.

Transport of animals in motor vehicles

15. No person shall transport an animal in a motor vehicle outside the passenger compartment or in an uncovered passenger compartment unless the animal is adequately confined or secured in a body harness or other manner of fastening that is adequate to prevent the animal from jumping or falling off the vehicle or otherwise injuring itself.

Exercising Dogs from motor vehicle or bicycle

16.
 - (1) No person shall exercise a dog by allowing it to run next to a moving motor vehicle.
 - (2) No person shall exercise a dog by allowing it to run next to a bicycle unless the dog is attached to the bicycle by an apparatus that allows the person to retain two-handed control of the bicycle at all times.
 - (3) Subsection (2) does not apply to a person exercising a dog in an off-leash area if:
 - a) the dog is not being held; and
 - b) bicycle riding is permitted in the area.

Traps

17.
 - (1) No Person shall use or suffer or permit to be used a body-gripping trap within the Township of Esquimalt.
 - (2) Subsection (1) shall not apply to the use of body-gripping traps by the Township and the Government of British Columbia or their employees, agents, or officers or to a conservation officer acting within his or her duties, or other person acting within the authority of a valid Provincial permit.

Infectious or contagious disease

18. No person shall own, possess or harbour any animal suffering from any infectious or contagious disease unless such animal is in isolation and under veterinary care and treatment for such disease.

Deliberately injuring animals

19. No person shall deliberately harass, chase, attack or injure any animal.

PART 4 – ANIMAL CONTROL**Animals on private property**

20. The owner of an animal must not allow the animal to be on any private lands or premises without the consent of the owner or occupier of the lands or premises.

Dogs in public places

21. (1) The owner of a dog must not allow the dog to be in a public place unless the dog is firmly held on:
- a) a leash not exceeding 2.4 m in length; or
 - b) a retractable lead not exceeding 8 m in length when fully extended;
- by a person competent to restrain and keep the dog under his or her physical control.
- (2) Despite subsection (1), the owner of a dog may allow the dog to be in an off-leash area without being firmly held if:
- a) the dog is under the effective control of a competent person;
 - b) the off-leash area is not being used under a permit issued by the Director of Parks & Recreation Services; and
 - c) the off-leash area has not been closed by the Director of Parks & Recreation Services.
- (3) Despite subsection (1), the owner of a dog must not allow the dog to be in a dog-prohibited area at any time.

Other animals in public places

22. (1) The owner of a snake or other reptile must not allow it to be in a public place unless it is securely confined in a cage or other container.
- (2) The owner of an animal other than a dog, snake or other reptile must not allow the animal to be in any public place unless the animal is under the effective control of a competent person.
- (3) An owner of a cat or rabbit must not allow the animal to be in an off-leash area at any time.

Control of cats

23. No person shall own, possess or harbour more than 5 cats over the age of 4 months on any property within the Township.
24. The owner of a cat must not allow their cat to be at large.

Animals damaging public property

25. The owner of an animal must not allow the animal to damage or destroy any public or private property including any building, structure, tree, shrub, plant, turf, equipment or apparatus.

Animals chasing or harassing

26. The owner of an animal must not allow the animal to chase, harass, molest or attack a person or animal.

Limit on the number of dogs

27. (1) No person shall keep more than 4 dogs over the age of 4 months on one property, unless the dogs are kept only during business hours on premises where a registered veterinarian practices veterinary medicine.
- (2) No person being the owner or occupier of any residential property within the Township shall permit such property to be used as or for a kennel.

Dogs in heat

28. Except as permitted by section 29, the owner of a female dog in heat must confine the dog within a building or kennel until the dog is no longer in heat.
29. The owner of a female dog in heat may allow the dog to leave the building or kennel in order to urinate or defecate on the person's private lands if the person:
- (1) firmly holds the dog on a leash, and
- (2) immediately returns the dog to the building or kennel upon completion of the urination or defecation.

Farm animals

30. (1) No person shall keep a farm animal, rooster, or peafowl.
- (2) Subsection (1) does not apply to a person who brings a farm animal into the Township for an event conducted in accordance with a permit issued by the Director of Parks & Recreation Services.

Poultry

- 31.** Subject to section 32, no person shall keep any poultry on any parcel of land in the Municipality.
- 32.** Despite section 31, no more than 7 Urban Hens may be kept on any parcel zoned for Single Family Residential or Two Family Residential Use (in this section referred to as "the property"), provided that:
- (1) no roosters, cocks, or cockerels are kept on the property;
 - (2) a minimum enclosed area of 0.4 sq m is provided per Urban Hen;
 - (3) any structure containing Urban Hens, whether portable or stationary, shall be located at least 1.5 m from any property line;
 - (4) only one structure containing Urban Hens is permitted on any property;
 - (5) the ground underneath any structure housing Urban Hens shall be kept clean and dry and the structure shall be placed on a solid surface during prolonged periods of wet weather;
 - (6) Urban Hens are not permitted to run at large;
 - (7) every structure housing Urban Hens and the grounds surrounding it shall be kept clean and free of odours and wild vermin;
 - (8) any diseased Urban Hen shall be delivered to a veterinarian or other facility that has the ability to dispose of hens lawfully;
 - (9) no slaughtering or euthanizing of Urban Hens shall be permitted on any property;
 - (10) manure and waste products shall be composted or disposed of regularly so as to prevent odours;
 - (11) any structure containing Urban Hens, whether that structure is portable or stationary, shall not be located within the front yard setback unless such structure is screened by vegetation of a sufficient height and width to prevent the structure from being visible from the street or from any adjacent residence;
 - (12) biosecurity procedures as recommended by the Canadian Food Inspection Agency for backyard flocks are followed; and
 - (13) Urban Hens may be kept for personal use only and no sale of eggs, manure, meat or other products delivered from hens is permitted.

Birds

- 33.** No person shall keep more than 10 ornamental birds on any parcel of land in the Township provided that they are housed and enclosed at all times on the parcel on which they are kept.

- 34.** Where any bird is housed in any building or enclosure, the building or enclosure must meet the minimum clearances from any property lines as required by the Zoning Bylaw.

Rabbits and rodents

- 35.** No person shall own, possess or harbour more than 10 rabbits or rodents over the age of 12 weeks on any parcel of land.
- 36.** No owner of any rabbit or rodent shall allow their rabbit or rodent to be at large.
- 37.** Where any rabbit or rodent is housed in any building or enclosure, the building or enclosure must meet the minimum clearances from any property lines as required by the Zoning Bylaw.
- 38.** (1) No person shall keep rabbits in an outdoor pen, cage or run, unless the pen, cage or run is securely enclosed to prevent escape.
- (2) Every owner of a rabbit or rodent shall keep the rabbit or rodent at all times when it is away from the parcel of land on which it is normally kept or harboured secured on a leash or confined in a suitable cage or pet carrier so as to prevent its escape.

Bees

- 39.** Bees may be kept on any parcel of land in any residential zone as established by the Zoning Bylaw, subject to the consent of the owner of the land.
- 40.** A maximum of 3 beehives may be kept on any parcel of land.
- 41.** Beehives must:
- (1) be set back a minimum of 1.5 m from any property line,
- (2) have a vertical screen in front of the entrance to the hive measuring at least 1.8 m high within 0.6 m of the entrance to the hive,
- (3) be placed so that flight paths do not cross publicly frequented areas; and
- (4) be maintained in accordance with good beekeeping practices including providing an adequate source of fresh clean water.

PART 5 – DANGEROUS DOGS

Designating dangerous dogs

42. (1) An animal control officer may designate a dog as a dangerous dog if the dog:
- a) has injured, bitten or killed a person or animal or has aggressively pursued, threatened or harassed a person or animal without provocation,
 - b) has a known propensity, tendency or disposition to attack a person or animal without provocation, or
 - c) has previously been designated as a dangerous dog and endangers the safety of a person or animal.
- (2) A designation under subsection (1) may be for any time period that an animal control officer considers appropriate, considering the circumstances of the incident, the severity of the incident, and any previous incidents.
- (3) After designating a dog as a dangerous dog, an animal control officer must inform the owner of the dog in writing of:
- a) the designation and its length, and
 - b) the responsibilities of the owner of a dangerous dog.

Control of dangerous dogs

43. (1) Except as allowed under subsection (2), the owner of a dangerous dog must not allow the dangerous dog to be in a public place or on any private lands and premises unless the dog is
- a) firmly held by a person competent to restrain the dog on a leash not exceeding 2.4 m in length, and
 - b) muzzled by a properly fitted humane basket muzzle.
- (2) A person may allow a dangerous dog to be in areas of private lands or premises that are exclusively owned or occupied by that person without a muzzle or leash so long as the dog is securely confined:
- a) indoors,
 - b) on a deck that is no less than 3 m above ground level; or
 - c) in a rear yard and inside a pen, enclosure or fenced area that:
 - (i) is adequately constructed to prevent the dog from escaping,
 - (ii) is locked to prevent casual entry by another person, and
 - (iii) has been inspected and approved by an animal control officer.

Signage

44. (1) The owner of a dangerous dog must:
- a) pay the fee prescribed in Schedule “A” and obtain from the Township a sign in the form prescribed in Schedule “C”; and
 - b) display the sign at each entrance to:
 - (i) the property and building in or upon which the dog is kept, and
 - (ii) any deck, pen, enclosure or fenced area used to securely confine the dog.

- (2) A sign displayed in accordance with subsection (1) must be:
 - a) attached so that it cannot be removed easily by passersby, and
 - b) visible and capable of being read from any adjacent sidewalk, street or lane.
- (3) No person shall deface or remove a sign that is required to be displayed under subsection (1).

Duties of a dangerous dog owner

45. The owner of a dangerous dog must:

- (1) immediately advise an animal control officer if the dog is at large or if it has bitten or attacked any person or animal,
- (2) allow an animal control officer to photograph the dog, on demand,
- (3) within two working days of moving to a new residence, provide an animal control officer with the owner's new address,
- (4) within two working days of selling or giving away the dog, provide an animal control officer with the name, address and telephone number of the new owner, and
- (5) within two working days of the death of the dog, provide an animal control officer with a veterinarian's certificate of the death.

PART 6 – LICENSING OF DOGS

Obtaining licences

- 46.** (1) No person shall keep a dog over the age of 4 months unless a licence has been obtained from the Township for the dog.
- (2) Every licence expires on December 31 of the calendar year for which the licence is issued.
- (3) A person may obtain a licence for a dog by:
 - a) applying to the Township for a licence, and
 - b) paying the fee prescribed in Schedule "A".
- (4) Despite subsection (3)(b), a person may obtain a licence for a dog without paying the prescribed fee if:
 - a) the dog has been sterilized within the 12 months prior to the application for a licence, the person provides proof of sterilization, and a free licence has not previously been issued for that dog under this subsection, or
 - b) the person holds a valid licence for the dog issued in another jurisdiction and surrenders the licence tag from the other jurisdiction.

- (5) A person who obtains a licence on or after February 1st must pay the late purchase fee prescribed in Schedule "A" in addition to the licence fee.
- (6) The late purchase fee provided for in subsection (5) does not apply to a person who obtains a licence for a dog that was purchased or acquired in the calendar year for which the licence is issued.
- (7) An owner may obtain a replacement licence tag if a valid licence tag is lost or destroyed by paying the fee prescribed in Schedule "A".

Licence tags

- 47.** (1) A licence consists of a written receipt and a licence tag designed to be attached to a dog collar or harness.
- (2) The owner of a dog over the age of 4 months must not allow the dog to be anywhere except on premises normally occupied by the owner unless a valid licence tag is attached to the dog's collar or harness.
- (3) If a dog does not wear a collar or harness to which the licence tag is attached in a conspicuous place, it shall be presumed that the dog is not licensed.
- (4) No person shall remove a licence tag from a dog, unless that person is:
- a) the owner,
 - b) a person authorized by the owner,
 - c) the poundkeeper, or
 - d) an animal control officer.

Exemption for visiting dogs

- 48.** No licence is required for a dog owned by a non-resident of the Township who is temporarily residing in or visiting the Township, for a period not exceeding 30 consecutive days, provided that the dog is licensed for the current year in the jurisdiction in which the owner of the dog ordinarily resides.

Exemption for Police and Guide Dogs

- 49.** No dog licence fee, late licensing penalty or replacement dog licence tag fee shall be charged for guide dogs and police dogs.

PART 7 – ANIMAL NUISANCES

Noisy dogs

- 50.** In addition to the requirements of the *Maintenance of Property and Nuisance Regulation Bylaw, 2014, No. 2826*, the owner of a dog must not allow the dog to bark, howl or cry continuously for 10 minutes or more without significant periods of rest, sporadically for a cumulative total of 15 or more minutes within one hour, or otherwise in such a manner as to cause a nuisance.

Animal waste

51. (1) The owner of a dog must not allow the dog to defecate:
- a) in a public place, or
 - b) on any private property other than the property of the owner;
- unless the owner immediately removes the excrement and lawfully disposes of it.
- (2) A person who grooms an animal in a public place must remove and lawfully dispose of any hair or other debris that results from the grooming process.

Feeding wildlife

52. (1) No person shall intentionally feed or leave food out for the purpose of feeding wildlife in particular deer, raccoons, eastern grey squirrels or Canada geese.
- (2) Subsection (1) does not apply to a person who is engaging in hunting or trapping wildlife in accordance with the *Wildlife Act* and its regulations.

PART 8 – PET STORES**Sale of rabbits**

53. A pet store operator must not sell or give away a rabbit unless the rabbit has been spayed or neutered.

Pet store register

54. A pet store operator must:
- (1) keep and maintain a pet store register in the pet store containing a record of each transaction in which the operator acquires or disposes of a rabbit, cat or dog, including the following information:
 - a) the name and address of the person from whom the operator acquired the animal;
 - b) the date of the acquisition;
 - c) the animal's date of birth;
 - d) a description of the sex and colouring of the animal, and of any tattoo, microchip number, or other identifying marking;
 - e) the date the operator disposed of the animal; and
 - f) if the disposition is other than by sale, the method of and reason for the disposition;
 - (2) produce the pet store register for inspection by an animal control officer or bylaw officer,
 - (3) provide copies of any entries required by an animal control officer or bylaw officer, and
 - (4) retain each transaction recorded in the pet store register for at least 12 months from the date of the transaction.

Record of sale

- 55.** At the time of the sale of an animal, a pet store operator must:
- (1) provide the purchaser with a written record of sale including the following information:
 - a) the date of sale;
 - b) the name and address of the pet store;
 - c) a description of the animal;
 - d) a description of any tattoo, microchip number, or other identifying marking;
 - e) the breed or cross breed, if applicable; and
 - (2) if the animal is a dog or cat, provide the purchaser with:
 - a) a health certificate from a registered veterinarian, and
 - b) a record of medical treatment, vaccinations and de-worming.

PART 9 – SEIZING AND IMPOUNDING ANIMALS**Authority to seize and impound**

- 56.** (1) An animal control officer may seize:
- a) a dog if the owner does not hold a valid licence for the dog as required by section 46(1),
 - b) an animal that is at large in a public place in contravention of sections 21, 22, 24, 36 or 43,
 - c) an animal that is on any private lands or premises without the consent of the occupier or owner of the lands or premises,
 - d) an animal that is on unfenced land and not securely tethered or contained,
 - e) a dangerous dog that is found to be in a place under circumstances prohibited by this Bylaw, or
 - f) any animal where in the opinion of the animal control officer any of the provisions of Part 3 hereof have been contravened.
- (2) The poundkeeper shall impound any animal seized under subsection (1) and delivered to the pound by an animal control officer and may impound any animal brought to the pound by any other person.

Releasing an animal before its arrival at the Pound

- 57.** (1) If the owner or the agent of the owner appears and claims an animal that has been seized at any time before the animal has been taken to the pound, an animal control officer must release the animal to the owner or agent if the person:
- a) proves ownership of the animal to the satisfaction of the animal control officer or, in the case of an agent, satisfies the animal control officer of the agent's authority to redeem the animal,
 - b) pays any applicable licence fees, and
 - c) pays to the animal control officer half of the applicable impoundment fee set out in Schedule "A".

- (2) Subsection (1) does not apply if the animal that has been seized is a dangerous dog.

Informing the owner of impoundment

- 58. (1) If the poundkeeper knows the name and address of the owner of an animal which has been impounded, the poundkeeper will provide notice to the owner verbally or by mail within 24 hours of the impoundment.
- (2) The notice to the owner must inform the owner of the impoundment costs, boarding fees and other costs and fees payable, that all such applicable fees and costs must be paid in full prior to release of the animal to the owner, and that the animal will be disposed of if not claimed by the owner by a specified date.

Redeeming an animal from the Pound

- 59. (1) The owner of an impounded animal or the owner's agent may redeem the animal from the pound by:
 - a) proving ownership of the animal to the satisfaction of the poundkeeper or, in the case of an agent, satisfying the poundkeeper of the agent's authority to redeem the animal, and
 - b) paying to the poundkeeper
 - (i) any applicable licence fees,
 - (ii) the applicable impoundment fees prescribed in Schedule "A",
 - (iii) the applicable maintenance fees prescribed in Schedule "A" for each day or part of a day that the animal was impounded,
 - (iv) the costs of any special equipment, resources or boarding facilities required to seize, impound or maintain the animal,
 - (v) any veterinary costs incurred in respect of the animal during the impoundment period; and
 - (vi) any outstanding undisputed municipal tickets or bylaw notices owing to the Township relating to the animal.
- (2) Despite subsection (1), the poundkeeper may detain a dangerous dog for a period of up to 14 days before allowing the owner or the owner's agent to redeem the animal.

No liability for injury to animal or damage to property

- 60. No provision of this Bylaw shall be construed as making the poundkeeper, an animal control officer or the Township liable to the owner of any animal:
 - (1) for injury to, sickness or death of the animal while such animal is in the custody of the poundkeeper or at any time thereafter, or
 - (2) for any damage to property that may occur as a result of the animal control officer seizing the animal pursuant to section 56.

Disposition of unredeemed animals

- 61.** (1) An animal becomes the property of the Township if it is not redeemed within 96 hours after:
- a) its impoundment, or
 - b) the expiration of an impoundment period set under section 59(2).
- (2) If an animal becomes the property of the Township under subsection (1), the poundkeeper may:
- a) sell it on behalf of the Township,
 - b) give it away, or
 - c) destroy it in a humane manner.

Euthanization of impounded animals

- 62.** The poundkeeper may have an impounded animal humanely euthanized at any time if:
- (1) a registered veterinarian certifies that the animal is suffering from an infectious or contagious disease, or
 - (2) the poundkeeper is satisfied that the animal has been so seriously injured that its death is imminent;

where in the case of subsection (1) or (2) it would be impractical to provide the necessary veterinary care to return the animal to health.

Prohibition against breaking into Pound

- 63.** No person shall:
- (1) break open or in any manner directly or indirectly aid or assist in breaking open the pound,
 - (2) enter the pound without the permission of the poundkeeper, or
 - (3) take or release any animal from the pound without the consent of the poundkeeper.

PART 10 – ENFORCEMENT AND PENALTIES**Right of entry**

- 64.** An animal control officer may enter, at all reasonable times, upon any property in order to ascertain whether the provisions, regulations or directions contained in this Bylaw are being contravened.

Prohibition against hindering the Animal Control Officer

- 65.** (1) No person shall prevent, hinder, delay or obstruct an animal control officer in the performance of his or her duties under this Bylaw.

- (2) Without limiting the generality of subsection (1), no person shall:
 - a) release an animal from a trap set by an animal control officer, or
 - b) tamper with, damage, move or remove a trap set by an animal control officer.

Provision of information

- 66.** (1) If a person occupies premises where an animal is kept or found, the person must provide the following information when requested by an animal control officer, bylaw officer or police officer:
- a) the person's name, address and telephone number;
 - b) if the person is not the animal's owner, the owner's name, address and telephone number;
 - c) the number of animals kept on the property,
 - d) the breed, sex, age, name and general description of each animal kept on the property; and
 - e) whether each dog kept on the property is licensed.
- (2) If a person has apparent custody of an animal, the person must provide the following information when requested by an animal control officer, bylaw officer or police officer:
- a) the person's name, address and telephone number;
 - b) if the person is not the animal's owner, the owner's name, address and telephone number;
 - c) the place where the animal is kept;
 - d) the breed, sex, age, name and general description of each animal owned or in the custody of the person; and
 - e) whether each dog owned or in the custody of the person is licensed.

Offences

- 67.** (1) A person commits an offence and is subject to the penalties imposed by this Bylaw and the *Offence Act* if that person:
- a) contravenes a provision of this Bylaw,
 - b) consents to, allows, or permits an act or thing to be done contrary to this Bylaw, or
 - c) neglects or refrains from doing anything required to be done by a provision of this Bylaw.
- (2) Each day that a contravention of a provision of this Bylaw continues is a separate offence.

PART 11 – GENERAL PROVISIONS

Severability

- 68.** Each section of this Bylaw shall be severable, and if any provision of this Bylaw is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Bylaw.

Schedules

69. The following Schedules attached hereto form part of this Bylaw:

Schedule “A” – Fees

Schedule “B” – Dogs-Prohibited Areas / Off-Leash Areas

Schedule “C” – Dangerous Dog Sign

Repeal

70. The Animal Bylaw, 2002, No. 2495, together with all amendments thereto being Bylaw Nos. 2577, 2605, 2692 and 2788, are hereby repealed.

READ A FIRST TIME the 16th day of March, 2015.

READ A SECOND TIME the 16th day of March, 2015.

READ A THIRD TIME the 16th day of March, 2015.

ADOPTED on the 13th day of April, 2015.

BARBARA DESJARDINS
MAYOR

ANJA NURVO
CORPORATE OFFICER

SCHEDULE “A”**FEES****Dog Licence Fees (Section 46)**

Description	Fee
1. Sterilized Dog licence	\$30.00
2. Unsterilized Dog licence	\$40.00
3. Late purchase	\$20.00
4. Replacement licence tag	\$5.00

Dangerous Dog Sign (Section 44)

Description	Fee
1. Dangerous Dog Sign (including GST and PST)	\$25.00

Impoundment Fees (Part 9)

Description	Fee
1. Call out fee for all impounds conducted between 5:00 p.m. and 9:00 a.m.	\$50.00
2. Licensed dog	
(i) First impound	\$50.00
(ii) Second impound	\$100.00
(iii) Third and subsequent impound	\$150.00
3. Unlicensed dog	
(i) First impound	\$100.00
(ii) Second impound	\$200.00

Description	Fee
(iii) Third and subsequent impound	\$300.00
4. Cat	\$25.00
5. Bird, rabbit, rodent or other animal	\$10.00

Maintenance fees (Section 59)

Description	Fee
1. Dog	\$15.00
2. Cat	\$10.00
3. Bird, rabbit, rodent or other animal	\$5.00

SCHEDULE “B”**DOGS-PROHIBITED AREAS / OFF-LEASH AREAS**

Dogs on Leash	Dogs Off Leash	No Dogs Allowed Dogs not permitted in lacrosse box, sports fields, playgrounds, splash park, skate parks or gardens.
Arm Street Park (Beach Access)	Captain Jacobsen Park	Anderson Park
Colville Park	Esquimalt's Gorge Park – In designated area (see map)	Brodeur Field
Denniston Park	Fleming Beach at Macaulay Point Park November 1 st to May 1 st only.	Bullen Park
Esquimalt's Gorge Park	Highrock Park	Hither Green
Esquimalt's Town Square	Macaulay Point Park – on trails from top of hill at breakwater to park entrance off Clifton Terrance AND designated area (see map)	Lampson Park
Forshaw Park (Beach Access)	Saxe Point Park westerly side (see map)	Lugrin Tot Lot
Foster Park (Beach Access)		Macaulay Point Park in fenced protected species areas.
Freeman Ken Hill Park		Paradise Tot Lot
Garthland Park (Beach Access)		Saxe Point Park wedding area and grass area on easterly side (see map)
Glenvale Park (Beach Access)		
Kinver Park (Beach Access)		
McNaughton Park (Beach Access)		
Macaulay Point Park – from parking lot to top of hill before breakwater (see map)		
Memorial Park		
Nelson Park (Beach Access)		
Phil Ross Park		
Rockcrest Park - On leash on trails		
Saxe Point Park - On leash on trails easterly side (see map)		
Sturdee Park (Beach Access)		
Westbay Walkway		
Wurtele Place Park – on leash on pathway		
Yarrow Pathway (Beach Access)		

Reference Maps:**Macaulay Point Park**

-  Dogs on leash
-  Dogs off leash, under control. Dogs not permitted in species at risk protected areas.
-  Dogs off leash - Seasonal: November 1st to May 1st



Saxe Point Park

-  Dogs off leash, under control, on trails
-  Dogs on leash on trails



Esquimalt's Gorge Park

Dogs on leash throughout park



Dogs off leash, under control, area



SCHEDULE "C"

DANGEROUS DOG SIGN (SECTION 44(1))

Actual Size of Sign: 30.5 cm x 23.5 cm [12 inches x 9.25 inches]

Red lettering. Black graphic of dog's head



APPENDIX D: SAMPLE PROFESSIONAL SERVICES AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

Dated this [Click or tap to enter a date.](#)

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

1229 Esquimalt Road
Esquimalt, BC V9A 3P1

("The Township")

OF THE FIRST PART

AND:

[Click here to enter consultant name.](#)

("Consultant")

OF THE SECOND PART

- A. The Township wishes to retain services of the Consultant, for the Inflow and Infiltration Master Plan as specified in the attached Schedules.
- B. The Consultant, in order to perform the services as described in the attached Schedule "A", has the skill, training, and technical knowledge expected of a properly qualified and experienced person in a work environment.
- C. The Consultant is willing to provide the services as described in Schedule "A" for the fees as outlined in Schedule "B".

The Parties agree as follows:

1.0 **AGREEMENT**

1.1 Attached hereto and forming part of this Agreement are:

- 1. Schedule A – Services
- 2. Schedule B – Terms of Payment
- 3. Schedule C – Certificates of Insurance

2.0 **DEFINITIONS**

In this Agreement:

- 2.1 "**Fees**" means the fees to be paid by The Township to the Consultant as set in the Terms of Payment, Schedule "B"



PROFESSIONAL SERVICES AGREEMENT – PAGE 2

- 2.2 “**Services**” means those services to be provided by the Consultant in accordance with Schedule “A”.
- 2.3 “**PSAB**” means Public Sector Accounting Board.

3.0 **TERM**

- 3.1 This Agreement commences on [Click or tap to enter a date.](#) and ends upon completion of the Services to the full satisfaction of The Township, which completion shall not be later than [Click or tap to enter a date.](#)

4.0 **SERVICES**

- 4.1 The Consultant shall provide the Services described in the attached Schedule “A” entitled Inflow and Infiltration Master Plan (the “**Project**”).
- 4.2 The Consultant shall comply with all reasonable requirements established by The Township for the performance of the Services, including but not limited to value, security, safety, emergency procedures, and access.
- 4.3 The Consultant shall exercise the degree of care, skill, and diligence normally provided by professional consultants in the performance of services in respect of projects of a similar nature to those services required under this Agreement.
- 4.4 The Township and the Consultant, by agreement in writing, may from time to time, make changes to the Services by altering, adding to, or deducting from the scope of the Services. The time for completion of the Services shall be adjusted accordingly. All Services shall be executed under the conditions of this Agreement.

5.0 **INVOICING**

- 5.1 Invoices are to be addressed to the Financial Services Department, The Township of Esquimalt, 1229 Esquimalt Road Esquimalt B.C., V9A 3P1.
- 5.2 The purchase order number must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists and correspondence.
- 5.3 **Taxes must be shown separately** on the invoice.
- 5.4 The invoices must conform to The Township’s *PSAB* requirements.

6.0 **PAYMENT**

- 6.1 The Township agrees to pay the Consultant in accordance with the provisions of Schedule “B”.
- 6.2 The Township shall not pay any amount exceeding [Click here to enter text.](#) (excluding applicable taxes) in Canadian funds, unless prior written authorization has been obtained by the Consultant from The Township.
- 6.3 Where changes have been made to the Services in accordance with Clause 4.4, The Township and the Consultant may adjust the payment schedules accordingly.

PROFESSIONAL SERVICES AGREEMENT – PAGE 3**7.0 CONSULTANT**

- 7.1 The Parties acknowledge that the Consultant is an independent contractor and is not the agent, servant, or employee of The Township. The Consultant shall pay for any required Workers' Compensation coverage for any employee employed by it in the performance of Services under this Agreement and shall be solely responsible to remit any amounts that may be owing to the Government of Canada for GST, Income Taxes, Employment Insurance and Canada Pension Plan contributions.

8.0 SUB-CONSULTANTS

- 8.1 The Consultant may not hire any Sub-consultant without the prior approval of The Township. The Township shall be entitled to inquire as to the credentials and qualifications of the Sub-consultant and satisfy itself that the Sub-consultant is a suitable party to provide services in connection with this Agreement.
- 8.2 The Consultant shall be responsible for all services under this Agreement even if the Sub-consultants are approved by The Township.
- 8.3 For Sub-consultants retained by the Consultant and approved by The Township, the Consultant shall bind the Sub-consultant to the terms of this Agreement.

9.0 INFORMATION AND PROPRIETARY RIGHTS

- 9.1 The Township agrees to provide the Consultant with such information as may be reasonably required by the Consultant in the performance of the Services.
- 9.2 Any information collected or generated by the Consultant in the course of the performance of the Agreement is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), as well as all other regulation requirements governing the management of personal information.
- 9.3 The Consultant agrees that all data, information, and material provided to the Consultant by The Township are and shall be confidential, both during and after the term of this Agreement. The Consultant acknowledges that this is a fundamental term of this Agreement and the Consultant and its officers, directors, and employees will not directly or indirectly disclose or use at any time any confidential information acquired in the course of performing this Agreement. All provided data, reports, and material shall be returned to The Township upon termination of the Agreement.
- 9.4 All material prepared or assembled by the Consultant in connection with this Agreement and the Services shall be the property of The Township. This includes all reports, drawings, sketches, designs, plans, specifications, media copy, logos, questionnaires, tapes, computer applications, photographs, and other materials of any type whatsoever. Proprietary software supplied by the Consultant is excluded.
- 9.5 Copyright and all such material shall belong exclusively to The Township and, whenever requested by The Township, the Consultant shall execute any and all applications, assignments, and other instruments which The Township deems necessary in order to apply for and obtain the copyright to any part of the work produced by the Consultant and in order to assign to The Township the sole and exclusive copyright in such work.



PROFESSIONAL SERVICES AGREEMENT – PAGE 4

10.0 LEGAL REQUIREMENTS

- 10.1 The Consultant shall ensure that the Services comply with all relevant legislation, including codes, bylaws, and regulations, as well as The Township's policies and procedures. Where there are two or more laws, bylaws, ordinances, rules, regulations or codes applicable to the services, the more restrictive shall apply.

11.0 INDEMNITY AND INSURANCE

- 11.1 The Consultant shall indemnify and save harmless The Township, its officers, agents, and employees against all third party claims, demands, actions, losses, expenses, costs or damages of every nature and kind whatsoever which they may incur or suffer as a result of the negligence of the Consultant or its officers, agents, or employees in the performance of this Agreement.
- 11.2 The Consultant shall maintain, in full force and effect with insurers licensed in the Province of British Columbia the following insurance:
1. Comprehensive General Liability Insurance in respect to the services and operations of the Consultant for bodily injury and/or property damage with policy limits of not less than \$2,000,000 per occurrence. The Township shall be added as an additional insured.
 2. Professional Liability Insurance in respect to the services provided by the Consultant with policy limits of not less than \$1,000,000 per claim.
 3. Certificates evidencing the existence of the policies shall be provided to The Township by the Consultant upon request and evidence of renewal shall be provided to The Township not less than thirty (30) days prior to the expiry dates of the policies.
 4. The Consultant shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Consultant shall maintain the required insurance during the term of this Agreement.
 5. If The Township wishes, because of its particular circumstances, or otherwise to increase the amount of coverage of the aforementioned insurance policy, or to obtain other special insurance coverage, then the Consultant will cooperate with The Township to obtain increased or special coverage at The Township's expense.

12.0 BREACH OF CONTRACT

- 12.1 Where The Township determines that the performance by the Consultant of the obligations in this Agreement is not in accordance with this Agreement, The Township may require the Consultant by written notice to remedy such deficiency at the Consultant's sole expense and within seven (7) days of the giving of notice.
- 12.2 If such deficiency is not remedied to the satisfaction of The Township, The Township shall have the right, but shall be under no obligation, to remedy the deficiency to its satisfaction at the sole expense of the Consultant.
- 12.3 The Consultant shall be liable for all costs incurred by The Township to remedy such deficiency including, but not be limited to, all legal fees and disbursements on a solicitor and own client (full indemnity) basis.

PROFESSIONAL SERVICES AGREEMENT – PAGE 5**13.0 SUSPENSION OF AGREEMENT**

- 13.1 The Township may suspend the Consultant's services at any time upon seven (7) days written notice.
- 13.2 The Township shall pay all Fees due to the Consultant accrued to the time of suspension, but payment of all other Fees may at The Township's sole discretion be suspended.
- 13.3 The Township shall not be responsible to pay any fees incurred by the Consultant during the period of any suspension unless the Consultant satisfies The Township, before incurring any such fees, of the necessity for the same and provides The Township with such documentation as may be required by The Township in support of the claim for fees.

14.0 TERMINATION OF AGREEMENT

- 14.1 The Township may terminate this Agreement by giving seven (7) days notice in writing, if the Consultant
 - 1. fails to fully complete the Services within the time limited by the Agreement, or
 - 2. fails to complete the Services to the satisfaction of The Township, or
 - 3. becomes insolvent, or
 - 4. commits an act of bankruptcy, or
 - 5. abandons the Project, or
 - 6. assigns the Agreement without the required written consent, or
 - 7. has any conflict of interest that may, in the opinion of The Township, have an adverse effect on the Project.
- 14.2 The Township may terminate this Agreement upon seven (7) days written notice to the Consultant if funds are not available for completion of the Services or if The Township abandons the Project.
- 14.3 The Township shall, in the event of termination of this Agreement, pay to the Consultant all amounts for completed work due to the Consultant in accordance with this Agreement, as well as all reasonable fees incurred up to the date of termination. The Township shall have no further liability of any nature whatsoever to the Consultant for any loss of profit or any other losses suffered, either directly or indirectly, by the Consultant as a result of the termination of this Agreement.
- 14.4 The Consultant may terminate this Agreement upon seven (7) days written notice to The Township if any invoice payable by The Township to the Consultant for services in accordance with the terms of this Agreement remains unpaid for a period in excess of sixty (60) days upon receipt.
- 14.5 The Consultant agrees that termination or suspension of this Agreement or a change to the Services to be provided under this Agreement in accordance with clause 4.4 does not relieve or discharge the Consultant from any obligation under the Agreement or imposed upon it by law with respect to the Services or any portion of Services that it has completed.



PROFESSIONAL SERVICES AGREEMENT – PAGE 6

15.0 **TERMINATION FOR CONVENIENCE**

- 15.1 The Township may terminate this Agreement at any time upon thirty (30) days written notice to the Consultant, whereupon The Township shall be liable for any Consultant's fees and expenses for satisfactorily completed work up to the date of termination and not thereafter.

16.0 **DISPUTE RESOLUTION**

- 16.1 All claims, disputes, and other matters arising out of this Agreement or relating to a breach may, upon the agreement of both parties, be referred to either:
1. Mediation – voluntary, no risk, non-binding process bringing the parties to a resolution. The mediator will be appointed upon the agreement of both parties;
- or
2. Arbitration – upon the agreement of both parties, be referred to a single arbitrator under the *Commercial Arbitration Act*, and if so referred, the decision of the arbitrator shall be final, conclusive and binding upon the parties. If the parties are not able to agree on an arbitrator, the choice shall be referred to the British Columbia Supreme Court for decision. All costs associated with the appointment of the arbitrator shall be shared equally unless the arbitrator determines otherwise in accordance with the *Commercial Arbitration Act* of British Columbia.

17.0 **FORCE MAJEURE**

- 17.1 Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental actions, act of public authority, Act of God, or to any other cause beyond its control except labour disruptions.
- 17.2 In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.
- 17.3 Should force majeure event last longer than thirty (30) days either party may terminate this Agreement by notice in writing without further liability, expense or cost of any kind.

18.0 **NOTICES**

- 18.1 Any notices or other correspondence required to be given to an opposite party shall be deemed to be adequately given if sent by mail, fax or email, addressed as follows:

The Corporation of the Township of Esquimalt

Attention: [Click here to enter name.](#)

1229 Esquimalt Road

Esquimalt BC V9A 3P1

Phone: (250) [Click here to enter phone number.](#) Fax: (250) [Click here to enter fax number.](#)

Email:

PROFESSIONAL SERVICES AGREEMENT – PAGE 7



To the Consultant at:

[Click here to enter consultant name.](#)

- 18.2 Such notice shall conclusively be deemed to have been given on the fifth business day following the date on which such notice is mailed, or the day following the day the notice is sent by fax or email.
- 18.3 Either party may, at any time, give notice in writing to the other of any change of address or other contact information.

GENERAL

19.0 ASSIGNMENT

- 19.1 The Consultant shall not, without the prior written consent of The Township, which consent may be withheld at the discretion of the Township, assign the benefit or in any way transfer the obligations of this Agreement.

20.0 TIME OF ESSENCE

- 20.1 The Services must be provided within the time limits as herein specified.

21.0 GOVERNING LAW

- 21.1 This Agreement shall be deemed to have been made in accordance with the laws of the Province of British Columbia. The Courts of British Columbia shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

22.0 PURCHASE ORDER

- 22.1 Purchase Order does not supersede and take precedence over the terms and conditions in this Agreement.

23.0 SEVERABILITY

- 23.1 Should any term or portion of this Agreement be found to be invalid or unenforceable the remainder shall continue to be valid and enforceable.

24.0 WAIVER

- 24.1 The Township may at any time insist upon strict compliance with this Agreement regardless of past conduct or practice with this or any other consultant.



PROFESSIONAL SERVICES AGREEMENT – PAGE 8

25.0 EXECUTION

- 25.1 No work shall be performed by the Consultant until the Agreement has been executed by both parties hereto.

26.0 ENTIRE AGREEMENT

- 26.1 This Agreement is the whole agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

The parties hereto have executed this Agreement as of the day, month and year first above written.

[Click here to enter consultant name.](#)

Corporation of the Township of Esquimalt

Per: _____

Per: _____

[Click here to enter name.](#)

[Click here to enter title & name of department.](#)

Per: _____

Deb Hopkins

Director of Corporate Services



Schedule “A”

Services

SAMPLE



Schedule “B”

Terms of Payment

SAMPLE



Schedule “C”

Certificate of Insurance

SAMPLE

APPENDIX E: 2023 and 2024 STATISTICAL INFORMATION

Bylaw Enforcement – Animal Control

2023

	2023 Dec 1, 2022 - April 30	2023 May 1 – August 31	2023 Sept 1 – Nov 28	2023 Totals
Dog Licences Sold	1340	280	75	1695
➤ Municipal Hall	594	86	29	709
➤ eCommerce (online)	421	43	8	472
➤ Animal Control Contractor	26	54	11	91
➤ 3 rd Party Vendor	299	97	27	423

	2023 Jan – April	2023 May – Aug	2023 Sept – Dec	2023 Totals
Incidents Investigated by Animal Control Contractor	159	230	190	579
➤ Dogs at Large	11	17	11	39
➤ No Leash	60	74	54	188
➤ No License	19	52	26	97
➤ Barking/Noisy Dogs	14	10	4	28
➤ Dog Attacks (on animals)	8	2	4	14
➤ Dog Attacks (on humans)	5	2	2	9
➤ Cats at Large	1	8	6	15

Actions taken by Animal Control Contractor	2023 Jan – April	2023 May – Aug	2023 Sept – Dec	2023 Totals
➤ Verbal Warnings	25	77	66	168
➤ Written Notices	78	89	47	214
➤ BON Written	1	1	6	8
➤ Animals Impounded	12	16	9	37
➤ Contacts – With Dogs - No Violation	n/a	273	497	770
➤ Contacts – Without Dogs	n/a	140	322	462

*These numbers represent the number of contacts with people that Animal Control officers have while patrolling the parks. These statistics were not captured in previous years; however they represent an important part of the work that Animal Control officers do during their preventative patrol time in Esquimalt. Previous Animal Control Contractors report that the vast majority are positive encounters, and people are appreciative of the presence of the Animal Control Officers in the parks and trails.

Bylaw Enforcement – Animal Control 2024

	2024 Dec 1, 2023 - April 30	2024 May 1 – August 31	2024 Sept 1 – Nov 28	2024 Totals
Dog Licences Sold	1416	129	36	1581
➤Municipal Hall	560	43	18	621
➤eCommerce (online)	507	26	7	540
➤Animal Control Contractor	39	4	1	44
➤3 rd Party Vendor	310	56	10	376

	2024 Jan – April	2024 May – Aug	2024 Sept – Dec	2024 Totals
Incidents Investigated by Animal Control Contractor	108	113	60	281
➤Dogs at Large	16	5	5	26
➤No Leash	30	24	24	78
➤No License	4	17	1	22
➤Barking/Noisy Dogs	6	11	3	20
➤Dog Attacks (on animals)	6	6	5	17
➤Dog Attacks (on humans)	3	2	1	6
➤Cats at Large	2	1	6	9

Actions taken by Animal Control Contractor	2024 Jan – April	2024 May – Aug	2024 Sept – Dec	2024 Totals
➤Verbal Warnings	37	35	24	96
➤Written Notices	16	19	6	41
➤BON Written	6	27	3	36
➤Animals Impounded	17	8	10	35
➤Contacts – With Dogs - No Violation	413	350	398	1161
➤Contacts – Without Dogs	117	275	287	679

*These numbers represent the number of contacts with people that Animal Control officers have while patrolling the parks. These statistics were not captured in previous years; however they represent an important part of the work that Animal Control officers do during their preventative patrol time in Esquimalt. Previous Animal Control Contractors report that the vast majority are positive encounters, and people are appreciative of the presence of the Animal Control Officers in the parks and trails.

Submittal Form A – FINANCIAL PROPOSAL
RFP# SI-25-001
PROVISION OF ANIMAL MANAGEMENT SERVICES

Service	Rate Years 1&2	Rate Year 3	Rate Year 4	Rate Year 5
Investigation and Patrol Regular Hours (1) Cost Per Hour				
Investigation and Patrol Additional Regular Hours (2) Cost Per Hour				
Investigation and Patrol Overtime Hours (3) Cost Per Hour				
Call Outs (4) - Cost per Hour				
Pound Facility Fee - Cost Per Calendar Year				
Animal Control Officer Standby Charge Cost Per Calendar Year				

- 1) Submissions are to be based on X hours/week of patrol time. This would be the hourly fee required to provide the core patrol and enforcement components of the Services.
- 2) There may be times when the Township wishes additional patrol time (up to 40 more hours/year). These hours would be at the discretion of the Township. The Contractor would be provided at least 24 hours advance notice of these requests.
- 3) The hourly charge where, by reason of a serious animal control incident, an employee of the Contractor is required to extend a scheduled 8-hour shift.
- 4) This should include the hourly rate and minimum time required to be paid where, by reason of a serious animal control incident, an employee of the Contractor is called out to report to work while off shift. If more than 24 hours advance notice is provided, call out rates would not apply.

* Do not include taxes in the rates above.

Submittal Form B – REFERENCES

RFP# SI-25-001

PROVISION OF ANIMAL MANAGEMENT SERVICES

Provide at least three recent (within the last 5 years) references for similar/relevant services, using the form below.

Reference 1	
Name of Organization	
Contact Person and Title	
Contact Person Telephone and Email	
Contract Start and End Date	
Description of Services	

Reference 2	
Name of Organization	
Contact Person and Title	
Contact Person Telephone and Email	
Contract Start and End Date	
Description of Services	

Reference 3	
Name of Organization	
Contact Person and Title	
Contact Person Telephone and Email	
Contract Start and End Date	
Description of Services	