CONTRACT BETWEEN:

CANINE FOUNDATIONS BEHAVIOUR & OBEDIENCE TRAINING INC.
(the "Consultant")

PARTY OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF AURORA
(the "Town")

PARTY OF THE SECOND PART

WHEREAS the Town requires services for a core multidisciplinary operational review and risk reduction assessment;

AND WHEREAS the Consultant is willing to provide the review and assessment within the scope set out in Appendix "A" to this Contract (the "**Quotation**");

AND WHEREAS the Town accepted the Quotation and the parties agreed to enter into this Contract;

NOW THEREFORE in consideration of the mutual promises, covenants and other terms and conditions hereinafter contained and the sum of Two Dollars ($2.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency whereof is hereby acknowledged), the parties hereby covenant, promise and agree each with the other as follows:

1. **Definitions**

In this Contract,

(a) "**Contract**" means this contract and all schedules and appendices attached thereto;

(b) "**Confidential Information**" means all information disclosed to or obtained by the Consultant from the Town in connection with the fulfillment of the terms of this Contract, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) is or becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Contract or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party;

(c) "**Director**" means the Department Head of the By-law Services Division of the Town or his/her designate or successor;

(d) "**Project**" means and consists of services for a core multidisciplinary operational review and risk reduction assessment;

(e) "**Services**" and "**Work**" means those services and deliverables as are to be provided by the Consultant pursuant to this Contract and as specified in section 5 and Appendix "A" of this Contract;

(f) "**Town**" means The Corporation of the Town of Aurora.

2. **Interpretation**

(1) Words importing the masculine gender shall include the feminine and neuter, and the singular shall include the plural where the meaning or context so requires.

(2) References to any enactment, order, regulation or other similar instrument shall be construed as a reference to such enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

3. **Entire Contract**

(1) This Contract constitutes the complete and exclusive statement of the Contract between the parties, which supersedes all quotations, oral or written, and all other communications between the parties, relating to the subject matter of this Contract.

(2) This Contract may be changed only by a written amendment signed by the authorized representatives of both parties.

4. **Priority of Documents**

(1) In the event of conflict or inconsistency between the body of this Contract and the Appendix attached to this Contract, the body of this Contract shall prevail.

5. **Services**

(1) The Consultant shall perform the scope of Services and Work, on an as-needed basis when requested by the Town, as set out and in accordance with the Quotation, and as further mutually agreed upon by the parties in writing.

(2) The Consultant shall perform the Services with all due and reasonable diligence, professional skill, and competence.

(3) The Consultant shall, upon the written request of the Town, attend and provide reasonable assistance to the Town in connection with any legal proceeding, inquiry, arbitration, tribunal or hearing relating to the Services or the Project, including attending to give evidence and providing information, documents and cooperation as may be reasonably required.

The Consultant shall be compensated for such services requested by the Town at rates set out in the Quotation.

(4) The parties agree that the Services are focused solely on reviewing and making recommendations regarding the Town's policies and procedures for animal handling. The Services are not a parallel investigation to, nor will provide any opinion regarding any other matters related to the recent animal death, such as animal welfare, or employment-related matters.

(5) Subject to the Town's right to approve sub-consultants, the Consultant reserves the right to determine which of its personnel will provide the Services.

(6) The Town acknowledges that the Consultant's successful performance of the Services relies on the Town's timely and satisfactory performance of its responsibilities under this Contract.

(7) The Town acknowledges and agrees that the Services:

(1) may include advice and recommendations, but all decisions to act or not to act on such advice and recommendations will be the responsibility of, and be made solely by the Town. The Consultant will be entitled to rely on all decisions and approvals of the Town;

(2) are not legal advice;

(3) are point-in-time advice based on the information provided to the Consultant, and the Consultant is under no responsibility to update such advice unless specifically engaged to do so by the Town; and

(4) are provided without guarantee as to the results of implementation by the Town.

6. **Fees and Disbursements**

(1) The Town shall compensate the Consultant for Services performed and invoiced, to the reasonable satisfaction of the Director, in accordance with the rates set out in the Quotation and subject to all other terms and conditions set out in this Contract.

(2) The Consultant shall invoice the Town every two weeks, as Services are completed and disbursements incurred in the immediately preceding project period, in a form acceptable to the Director. Expenses and disbursements must be approved by the Town in writing, in advance. Anticipated expenses are set out in the Quotation.

(3) Provided the Town does not dispute an invoice submitted by the Consultant, invoices will be payable within thirty (30) of receipt by the Town. The Town will notify the Consultant of any dispute related to an invoice within ten (10) days after delivery of the invoice. If the Town does not dispute an invoice within the ten (10) days, it will be deemed to have accepted the invoice.

(4) If, in the reasonable discretion of the Town, the Consultant fails to perform any or all Services required pursuant to this Contract, the Town reserves the

right, in addition to all other rights and remedies whether at law or in equity, to withhold payment for the portion of Services not performed.

7. **Estimates, Schedules and Staff List**

(1) Any changes to the terms, conditions, timelines and fees set out in this Contract must be mutually agreed by the Parties in writing. Any increase in salaries, benefits or other costs will not entitle the Consultant to an increase in the fees provided in this Contract and/or as set out in the Quotation.

(2) When requested by the Town, the Consultant shall provide the Town with a written report, at no further cost to the Town, showing the portion of the Services completed in the preceding project month.

8. **The Consultant's Covenants**

(1) The Consultant hereby covenants as follows:

(a) that the Town shall be permitted to monitor the Project on an ongoing basis as reasonably determined by the Town; and

(b) to co-operate with the Director and to do all things necessary to enable the Director to evaluate the Project and Services as required, and in particular, to make its staff and sub-consultants available at all reasonable times, to the Director. Time spent in such meetings shall be invoiced and payable at the hourly rates set out in Appendix "A".

9. **Town's Covenants**

(1) **Review.** The Town will review all deliverables provided by the Consultant in the course of the Services within ten (10) business days after delivery, and either accept such deliverables as-is, or notify the Consultant of any deficiencies (in which case, the Consultant will promptly remedy such deficiencies at no additional cost to the Town). If the Town does not notify the Consultant of any deficiencies within the ten (10) day period, the Town will be deemed to have accepted the deliverables as-is.

(2) **Cooperation**. The Town will cooperate with the Consultant in the performance of the Services, including providing the Consultant with timely responses, feedback and direction on the Services, reasonable facilities, and timely access to data, information and personnel of the Town. The Town will be solely responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided to the Consultant.

(3) **Site Safety, Conduct.** The Town shall be solely responsible for the safety, security, and site conditions of all premises owned, leased, controlled or

maintained by it where the Services are performed, and for the conduct of its personnel.

(4) **Management**. The Town shall be solely responsible for its operations, including:

i. making all management decisions and performing all management functions;

ii. designating one or more individuals who possess suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the Services;

iii. evaluating the adequacy and results of the Services; and,

iv. accepting responsibility for the implementation of any advice or recommendations resulting from the Services.

(5) **Access and reliance**. The Town will provide the Consultant with all information (financial or otherwise) reasonably necessary to enable the Consultant to provide the Services. This may include information, advice and opinions relevant to the Services that may be delivered by third parties, such as legal counsel (except where necessary to preserve privilege), and accounting, financial, environmental or other advisors. The Town will ensure that such third parties co-operate with the Consultant on matters which the Consultant considers to be relevant to the Project.

(6) **Regulatory or legal action**. The Town will notify the Consultant promptly of any request received by the Town from any third party, including a regulatory authority, for any material information or for a meeting or hearing; the issuance of any restraining order; or the initiation of a proceeding or litigation relating to this Project.

(7) **Compliance with Laws**. The Town will comply with all applicable laws in performing its obligations under this Agreement.

10. **Time Schedule**

(1) The Consultant shall carry out the Services within the timelines as agreed upon by the parties in writing.

(2) Neither party will be liable for any delays or non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by the other party (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and agents), acts or omissions or the failure to cooperate by any third party, fire or other casualty, act of God, epidemic, strike or labour dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.

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11. **Level of Services**

(1) The Consultant agrees to supply at its sole cost and expense all staff, equipment, accommodations and technical assistance necessary to perform the Services to be furnished by it under this Contract and assume all overhead expenses in connection with the Services.

(2) Upon completion of the Project, the Town may complete an evaluation of the Consultant's performance. A copy of this evaluation shall be kept by the Town on file and may be given to the Consultant. Information contained in the evaluation may, subject to applicable laws including privacy law, be made available to persons requesting Town references for a future contract and also may be reviewed and may form part of the criteria in considering the award of future Town projects. Consultants deemed, at the sole discretion of the Town, to have poor performance of the Project may be placed on a probationary period and/or may not be recommended for future Town projects. The Consultant hereby authorizes the completion, maintenance and release of any information that forms part of the evaluation.

12. **Amendments, Alterations and Additional Services**

With the consent of the Consultant, the Town may in writing at any time after the execution of this Contract or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services and if such action by the Town necessitates additional staff or services, the Consultant shall submit a revised work plan and a quotation to the Director and seek the Director's prior approval of any changes, deletions, amendments, or additions to either services, staff or both. If approved by the Director and/or Council in accordance with the Town's requisite purchasing policies and procedures, the Consultant shall be paid in the manner set out in section 6 for additional Services required, together with such expenses and disbursements as allowed.

13. **Town Information**

Any and all documents, policies, standard operating procedures, or reports furnished by the Town to the Consultant will be prepared on the assumption that all information supplied by the Town or on behalf of the Town by any person or persons other than the Consultant is correct, and the Town shall not be liable for any loss or damage arising from any inaccuracy in such information. The Consultant shall be entitled to rely on such information, and shall not be required to verify its accuracy and completeness. The Town shall immediately notify the Consultant of any discrepancies or inaccuracies in such information as they become apparent. The Consultant shall be entitled to make any necessary change or changes in the documents, policies, standard operating procedures, or reports if any such information should be erroneous or inaccurate.

14. **Indemnity**

Each Party shall from time to time and at all times, defend, keep harmless and fully indemnify the other Party, its affiliates, elected officials, directors, officers, employees and agents ("Indemnified Parties") from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Indemnified Parties and against all losses, liabilities, judgements, claims, suits, demands or expenses which the Indemnified Parties may sustain, suffer or be put to resulting from or arising out of the indemnifying Party or its' representatives, affiliates, elected officials, subcontractors, directors, officers, employees and agents':

a) negligent acts, omissions, or failure to exercise reasonable care, skill or diligence in the performance of their obligations under this Agreement,

b) acts or omissions causing or leading to property damage or personal injury, including death, willful, fraudulent or criminal misconduct,

c) breach or disclosure of Confidential Information,

d) failure to comply with applicable law, or

e) a claim by a third-party alleging infringement upon the third-party's intellectual property rights.

15. **Limits of Liability**

(1) **Application**. This Section will apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

(2) **Limitation of liability**. In the event that the Consultant is held to be liable to the Town or any third-party claiming through the Town for any losses arising from or related to this Contract:

i. In no event will the Consultant be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, including loss of revenue or profit, failure to realize expected savings or any other commercial or economic loss;

ii. The Consultant's aggregate liability:

1. for indemnities under Sections 14 (c), (e), or in cases of gross negligence or illegal acts of the Consultant will be limited to the limits of the Consultant's insurance; and

2. in all other events will be limited to the amount of Fees paid by the Town in the 12 months from when the claim for damages arose; and

iii. In any action, claim, loss or damage arising out of the engagement, the Consultant's liability will be several and not joint and several. The Town may only claim payment from the Consultant of the

Consultant's proportionate share of the total liability based on the degree of fault of the Consultant as finally determined by the finder of fact.

16. **Insurance**

(1) The Consultant agrees to maintain for the duration of the Project and at its own expense, the following policies of insurance: (a) Commercial General Liability ("CGL") insurance in the amount of Two-Million Canadian Dollars ($2,000,000.00 CAD); (b) Automobile Liability insurance coverage in the amount of no less than Two-Million Canadian Dollars ($2,000,000.00 CAD); and Professional Liability coverage in the amount of no less than Two-Million Canadian Dollars ($2,000,000.00 CAD).

(2) In respect of the Commercial General Liability coverage, such coverage shall include:

(a) the Town as an additional insured; and

(b) a cross liability/severability of interest clause.

(3) In respect of the Automobile Liability coverage, such coverage shall be inclusive per occurrence for bodily injury, death, and damage to property, in the following forms:

(a) Standard non-owned automobile policy including standard contractual liability endorsement; and

(b) Standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Consultant.

(4) In respect of the Professional Liability coverage, it shall be per occurrence for any actual or alleged acts, errors, or omissions committed by the Consultant, its agents, or employees, arising out of the performance of the Contract. The said policy shall not contain a provision that would prevent, preclude, or exclude a claim brought by the Town. If written on a claims-made form, such insurance must be kept in force for a minimum of two (2) years following the completion / termination of the Agreement.

(5) The Consultant further agrees that, for the duration of the Project, the coverage provided by the policies specified in this section will not be (a) changed or amended to remove the Town from the insurance policy, to reduce the amount of coverage below the limits set out in Section 14(1), or to otherwise negatively affect the Town's coverage under the policy, or (b) cancelled by the Consultant, until thirty (30) days after written notice of such intended change or cancellation to General Liability coverage, Automobile

Liability coverage has been personally delivered to the Town's Clerk and such change or amendment has been approved by the Director.

(6) Where requested by the Town, the Consultant shall provide evidence, in a form satisfactory to the Town, of the above-noted required insurance coverages.

17. **Independent Contractor**

The parties agree that the relationship between the Town and the Consultant is that of an independent contractor and nothing contained in this Contract shall be construed as creating as employer-employee relationship, a joint venture, a partnership, or any other type of relationship. The Consultant agrees that neither the Consultant nor any Consultant personnel is or will become an employee, partner, agent, or principal of the Town while this Contract is in effect, including, without limitation, pursuant to or within the meaning of the *Employment Standards Act, 2000*, S.O. 2000, c. 41.

18. **Sub-consultants**

The Consultant shall be solely responsible for the payment of any sub-consultants required to complete the Project or perform the Services, as set forth in the Quotation, and which are consequently employed, engaged or retained by it for the purpose of assisting it in the discharge of its obligations under this Contract. The employment, engagement or retaining of any sub-consultants must, other than as set forth in the Quotation, have received prior written approval of the Director, which will not be unreasonably withheld or delayed. The Consultant shall co-ordinate the services of all sub-consultants so employed, engaged or retained by it, and the Consultant shall be liable for costs or damages arising from errors or omissions of the sub-consultants, or any of them.

19. **Accessibility for Ontarians with Disabilities**

(1) The Consultant hereby agrees that any Services being performed will be in accordance with the provisions and regulations set out in the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, as amended, by ensuring only appropriately trained consultants, agents, employees or sub-consultants are assigned to the Project.

(2) The Consultant shall make available to the Town, at the Director's request, all documents associated with the training of and/or written confirmation that its consultants, agents, officials, employees or sub-consultants have been appropriately trained as required under the *Accessibility for Ontarians with Disabilities Act, 2005*, and the regulation(s) made thereunder.

(3) All information and documents provided to the Town by the Consultant that is intended to be made publicly available shall be provided, and at the cost of the Consultant, in an accessible format in accordance with the

Accessibility for Ontarians with Disabilities Act, 2005. All such material shall conform to the most current Web Content Accessibility Guidelines (W.C.A.G) Level AA standard. Any such material provided to the Town that does not comply with the aforementioned requirements and standards shall be deemed to be incomplete and unacceptable.

(4) In the event that Consultant submits non-compliant material to the Town and does not render such material compliant with the aforementioned accessibility standards within five (5) days of written notice from the Town requesting that such material be remedied, the Consultant shall be deemed to be in default of its obligations under the Contract and the Town shall have the right, at its discretion, to render compliant such material at the cost of the Consultant, in which case the Town shall have the right to deduct the reasonable cost of rendering such material compliant from any monies owed or due to the Consultant.

20. **Dispute Resolution**

(1) The parties will make reasonable efforts to resolve disputes arising under this Contract by amicable discussions and negotiations.

(2) Neither party shall be precluded by this section from taking any such steps in relation to court proceedings as either party may deem necessary or desirable to protect its position.

21. **Abandonment or Suspension**

Should the Town decide for any reason to, at any time, either abandon, suspend, discontinue and/or not proceed with the Services, whether temporarily or otherwise, the Town shall not be required to pay to the Consultant under this Contract any amount over and above the payment for the Services performed by the Consultant pursuant to this Contract from the commencement of the Services to the date that written notice of such decision not to proceed and/or to abandon, suspend, or discontinue, whether temporarily or otherwise, has been given to the Consultant, plus any non-refundable approved expenses and disbursements paid by the Consultant, and the Consultant's actual costs incurred as a result of such suspension or termination (such as third-party termination fees) notwithstanding anything to the contrary contained in this Contract.

22. **Cancellation or Termination of Contract**

(1) The Town may, in its sole and absolute discretion, for any reason whatsoever or for no reason, terminate this Contract, or any portion of this Contract, at any stage of the Project on thirty (30) days' notice in writing to the Consultant at the address set out in this Contract. Upon receipt of such termination notice, the Consultant shall perform no further services other

than those reasonably necessary to close out its Services or as otherwise instructed by the Director.

(2) In addition to the provisions of subsection (1), if the Consultant fails to comply with any request, instruction or order of the Town, or fails to comply with or persistently disregards statutes, regulations, by-laws or directives of relevant authorities relating to the work under this Contract, or fails to execute work with skill and diligence; or assigns or sublets work under this Contract or any portion thereof without the written consent of the Town, or the Consultants to correct defective work, or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of this Contract, the Town may, in its sole discretion, provide notice to the Consultant that it has ten (10) days to rectify the default. If the Consultant fails to rectify the default within the prescribed period, the Town will be entitled to immediately terminate this Contract. Additionally, the Town reserves the right to pursue any and all remedial actions whether at law or in equity resulting from the Consultant's default.

(3) In the event of termination pursuant to subsection (2), the Town shall have the right to:

(a) take possession of all of the Work in progress and finish the Work by whatever means the Town may deem appropriate under the circumstances;

(b) withhold any further payments to the Consultant for any completed work, until the completion of the Project to the full satisfaction of the Town and the expiry of all obligations; and

(c) recover from the Consultant any loss, damage and/or expense incurred by the Town by reason of the Consultant's default.

(4) In the event of termination, and subject to the above subsection (3) and sections 6 and 23 of this Contract, the Town agrees to pay the Consultant on a pro-rated basis in accordance with the provisions of this Contract for all services performed and for all expenses incurred up to and including the date of termination in full satisfaction of any and all claims pursuant to this Contract.

(5) In the event of termination, the Consultant shall immediately refund to the Town any monies advanced by the Town that the Consultant has not expended in accordance with the approved budget for the Project.

(6) In addition, the Town may, without notice, terminate this Contract if:

(a) the Consultant declares bankruptcy;

(b) a receiver is appointed on account of the Consultant's insolvency or in respect of any of its property; or

(c) the Consultant makes a general assignment for the benefit of creditors.

(7) If the Town materially breaches this Agreement, the Consultant may, in its sole discretion, provide notice to the Town that it has ten (10) days to rectify the default. If the Town fails to rectify the default within the prescribed period, the Consultant will be entitled to immediately terminate this Contract. Additionally, the Consultant reserves the right to pursue any and all remedial actions whether at law or in equity resulting from the Town's default.

23. **Right of Set Off**

Without limiting the specific rights of set-off in favour of the Town provided in this Contract, the Town shall have the right to set-off against the monies due or to become due to the Consultant, under this Contract, any amounts necessary to satisfy any amounts owing or due by the Consultant to the Town as a result of this Contract.

24. **Assignment, Successors and Assigns**

(1) Neither Party shall assign this Contract or any interest in this Contract without the prior written consent of the other Party, which consent will not be unreasonably withheld.

(2) This Contract shall jointly and severally enure to the benefit of and be binding upon the Consultant, its administrators, successors, executors and permitted assigns.

(3) This Contract shall enure to the benefit of and be binding upon the Town, its successors and assigns.

25. **Right of Ownership and Use**

(1) From the date of this Contract being abandoned or suspended or from the date of early termination or expiry of this Contract and settlement of accounts, or upon completion of the Consultant's Services under this Contract, or upon submission of a report or document required to be provided to the Town as part of the Services or the presentation of such publicly or before the Council of the Town, and conditional upon payment by the Town of all amounts owing to the Consultant under this Agreement, all related information, notes, documents, memoranda, specifications or other paper writing gathered, assembled or prepared by the Consultant, its employees, sub-consultants or agents, for the purpose of this Contract (collectively called the "Material") shall become the sole property of the Town including copyright with respect to all such Material. The Consultant represents and warrants to the Town that it owns and/or shall own all copyright in the Material, or has sufficient rights in such Materials to grant

the rights to the Town set out in this paragraph. The Consultant hereby transfers and assigns and hereby agrees to transfer and assign and to sign all documents to give effect to such transfer and assignment to the Town of all right, title and interest of the Consultant including without limitation, all copyright in all the Material. The Consultant, its employees, sub-consultants and agents shall forthwith deliver to the Town any or all of the aforesaid Material and the Town may use any such Material for the purposes of the Services and for any other similar purpose as is deemed necessary by the Director.

(2) The Consultant waives in whole or in part any and all moral rights arising under the *Copyright Act,* R.S.C. 1985, c. C-42, as amended, in the Material as against the Town and anyone claiming rights of any such nature from or through the Town. Further, the Consultant represents and warrants that its employees, sub-consultants and agents have waived or shall waive in whole and in part any and all moral rights arising under the *Copyright Act* in the Material as against all parties including the Consultant and the Town and anyone claiming rights of any such nature from or through the Town.

(3) The Consultant shall have the limited right to retain a copy of all Material for archival purposes in order to comply with the requirements of this Contract, the rules of any professional regulatory association with which the Consultant must comply, for any purposes associated with the provision and/or giving of evidence and/or professional opinion in the context of any administrative tribunal matters, hearings or other litigation, and for purposes of providing an example of work undertaken by the Consultant when offering their services to and/or responding to requests for quotations of other potential clients.

26. **Conflict of Interest and Confidential Information**

(1) The Consultant, its directors, officers, employees, agents and sub-consultants shall not engage in any activity with or provide any services to the Town or any other party where, in the reasonable opinion of the Town, such activity or the provision of such services creates a conflict of interest, whether actual or perceived, with the provision of services pursuant to this Contract and the requirements thereof.

(2) The Consultant, its directors, officers, employees, agents and sub-consultants shall disclose to the Town without delay any actual or potential situation that may reasonably be interpreted as either a conflict of interest or a potential conflict of interest.

(3) The terms and conditions of this Contract shall be confidential as between the parties and shall not be disclosed to any third party without the prior written consent of all other parties to this Contract. The Town acknowledges that, as between the parties, the Consultant is providing the

commercial and financial terms of this Contract to the Town in confidence.

(4) The Consultant, its directors, officers, employees, agents and sub-consultants shall keep any Confidential Information in strict confidence and shall not release any such information, either in whole or in part, without the express written consent of the Town.

(5) In the event that the Consultant is required to provide or release any Confidential Information of the Town pursuant to an order, rule, law, regulation or summons or subpoena, the Consultant will, to the extent permitted by law, provide the Town with prompt notice of such request.

(6) A breach of this section of the Contract shall entitle the Town to terminate this Contract and to take such additional remedy that may be available in this Contract, in law or in equity.

(7) The Consultant, its directors, officers, employees, agents and sub-consultants shall keep strictly confidential any information and documents obtained, discovered or generated in the course of or in connection with the performance of the Services under this Contract, including, without limitation, all analyses, work product, findings, conclusions, reports and other deliverables, and shall not disclose any such information or documents without the prior written consent of the Town, and shall not, without the prior written consent or direction of the Town, make or permit to be made any public statement, communication, announcement or disclosure, or otherwise communicate with the media or any third-party, in any manner whatsoever, with respect to the Services, the Project or the Town.

27. **Disclosure**

Notwithstanding anything else in this Contract, the Consultant acknowledges and agrees that any reports, and analyses produced or provided by the Consultant pursuant to the Contract may be publicly disclosed and shared by the Town at any time, in whole or in part and at the Town's discretion. The Consultant hereby irrevocably consents to such disclosure and waives any claim, right, or cause of action to prevent, restrict, or challenge the release of such materials, including any claim based on confidentiality, proprietary interest, or commercial sensitivity. The Town is solely responsible for compliance with all applicable laws in any such disclosures, including privacy laws, and will indemnify, defend, and hold the Consultant harmless against any cost or consequence incurred by it as related to the Town's disclosure.

28. **Remedies Cumulative**

Unless stated otherwise, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise. No single or partial exercise by a party

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of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

29. **Waiver**

No delay or omission by either party to exercise any right, remedy or power occurring upon any non-compliance or default by the other party with respect to any of the terms of this Contract shall impair any such right or power or be construed to be a waiver thereof. The terms and conditions of this Contract may be waived only in writing and only by the party that is entitled to the benefits of the terms or conditions being waived. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement contained in this Contract (whether or not the provision is similar).

30. **Notice**

(1) Any notice herein required or permitted to be given under this Contract shall be delivered personally, through pre-paid courier or registered mail, or by electronic means, addressed as follows:

The Corporation of the Town of Aurora
Attention: Town Solicitor
100 John West Way, P.O. Box 1000
Aurora, Ontario, L4G 6J1
E-mail: [redacted]

and to:

Canine Foundations Behaviour & Obedience Training Inc.
Attention: Julie Speyer, Director
109 Balm Beach Road East
Tiny, Ontario, L0L 2J0
Email: [redacted]

(2) Any notice given in accordance with subsection (1) hereof, shall be deemed received upon receipt if delivered personally, upon delivery if by courier, upon transmission if provided electronically, and five (5) days after deposit of such notice in the mail if sent through registered mail.

(3) Either party may at any time give notice under subsection (1) to the other of a change of address and thereafter such changed address shall be substituted for the previous address set out in subsection (1) of this Contract.

31. **Severability**

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

32. **Survival**

Any terms and provisions of this Contract that by their nature operate beyond the term or expiry of this Contract shall survive the termination or expiry of this Contract.

33. **Health and Disease Regulation**

Subject to the Town's obligations under this Contract, the parties acknowledge and agree that the Consultant shall be responsible for ensuring the health and safety of any of its employees, sub-contractors, sub-consultants and personnel conducting Services or providing deliverables under the Contract, and the Consultant shall be responsible for compliance at all times with any applicable laws, rules, orders, regulations, decrees, policies, procedures, bulletins, directives, mandates, guidelines and recommendations put in place by any public health authority or government body, including the Town, in relation to health, safety, disease, virus, pandemic, epidemic or other biological or physical agents or health risks that may be detrimental to human health including, by way of example, COVID-19, SARS, Avian Flu, H1N1 or any variant thereof, as amended from time to time, regardless of when it is introduced, put into place or varied (collectively the "Health Regulations").

The Town may at any time request that the Consultant provide any health and safety protocols of the Consultant and proof of the Consultant's compliance with any Health Regulations, and the Consultant is forthwith required to provide the same to the Town. The Town shall disclose all of its relevant Health Regulations prior to commencement of the Services. Otherwise, the Consultant is responsible for being informed about and satisfying themselves with respect to any applicable Health Regulations.

34. **Applicable Law**

This Contract shall be governed by and enforced in accordance with the laws of the Province of Ontario and the laws of Canada.

35. **Authority to Execute Contract**

The parties and their respective representatives executing this Contract acknowledge and represent that they have the capacity and are duly authorized, with full authority, to enter into this Contract and bind the parties they represent.

36. **Counterparts and Electronic Signature**

This Contract may be executed in counterparts, each counterpart when so executed shall be deemed an original and all of which together shall constitute one and the same Contract. The counterparts of this Contract may be executed by electronic signature and may be delivered by any electronic format by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.

~ Signature Page to Follow ~

[redacted]

IN WITNESS WHEREOF the parties shall be deemed to have finally accepted and executed this Contract as of the final date on which all parties have indicated their acceptance by signing below.

CANINE FOUNDATIONS BEHAVIOUR & OBEDIENCE TRAINING INC.
Per:

[redacted] _____ 10-Jun-2026

Julie Speyer
Director

Date

I have the authority to bind the corporation

THE CORPORATION OF THE TOWN OF AURORA
Per:

[redacted] _____ 09-Jun-2026

Patricia De Sario
Director of Corporate Services/Town Solicitor

Date

I have the authority to bind the corporation

Approved as to form by Legal Services
Authorized by the Procurement By-law Number 6404-22, Appendix “A”, Schedule “D”, Part A and C.