PROPOSED TERMS AND CONDITIONS FOR AN UPDATED 3-YEAR (2025 – 2027) SERVICE PURCHASE AGREEMENT BETWEEN THE CITY OF WINNIPEG (CITY) AND THE WINNIPEG HUMANE SOCIETY (WHS)

Agreement Article	Terms	Amount per the City of Winnipeg
Term	January 1, 2025 and terminate on December 31, 2027.	
Cats: Article 1.a)	Depending on WHS resources, accept and provide kenneling, care and disposal for all impounded, stray, trapped, surrendered, sick, or injured cats in the custody of Animal Services and for impounded, stray, trapped, surrendered, sick, or injured community cats. The annual fee for Article 1a is to be paid in quarterly instalments following the submission of the reporting requirements.	$385,000
Sick/Injured Animals: Article 1.b)	Emergency kenneling, care, medical treatment and disposal of Sick or Injured confined domestic companion animals (i.e. dogs) in the custody of Animal Services: • Monday to Friday 11:00AM – 6:00PM • Saturdays 10:00AM – 5:00PM • Sunday 12:00PM – 5:00PM • No Statutory holidays plus Civic holidays (see list to be included in contract terms) In the event that an animal must attend Bridgewater Hospital or Pembina Hospital outside of regular hours or on a statutory holiday, the WHS shall be responsible for the appropriate kenneling, care, and disposal of the animal upon its release, provided that further medical attention is required. Any invoices generated by Bridgewater or Pembina Hospitals for services rendered shall be the sole responsibility of the City. For the purposes of this Agreement; “Injured animal” will be defined as “domestic companion animals involved in any accident that causes visible wounds and lacerations and/or bleeding and/or immobilizes or limits the normal mobility of the animal.” “Sick animal” will be defined as “domestic companion animals requiring veterinary care or diagnostic for conditions such as, but not limited to: entropion, cherry eye, injured eyes, skin conditions (suspected mange, ringworm), limping, severely depressed, severe diarrhea, severe vomiting, stuporous, growths or presumptive tumors, or scoring 1, 2, or 3 on the 9point Nestle Purina body condition scale.”	$150,000
Behavioural Support – Dogs: Article 1.c)	Based on WHS’s availability to assist, accept and provide all necessary and appropriate kenneling, care, and disposal for impounded (in the custody of the Animal Services Agency), dogs with behavioural issues.	$20,000

Puppies: Article 1.d)	Accept and provide all necessary and appropriate kenneling, care, and disposal for all impounded puppies at or under the approximate age of three and a half (3.5) months.	$25,000

Advanced Diagnostics: Article 1.e)	Based on WHS's availability to assist, provide advanced diagnostics such as x-rays, ultrasounds, and tests for dogs in the custody of the Animal Services Agency.	$2,500
Dentals: Article 1.f)	Based on WHS's availability to assist, complete dental cleanings including extractions per year for dogs (average $500).	$2,500
Excess cat removal: Article 1.g)	Actively work with Animal Services when high volume cat calls are investigated to reduce neighbourhood livability issues by implementing scheduled removal, spaying/neutering, and such other acts as may be reasonably requested by the General Manager of the Animal Services Agency for this purpose.	$2,500
Specific Services (Licensing/ Adoptions/ RTOs/ redemption fees): Article 2	The WHS further agrees that it shall provide the following specific services pertaining to impounded animals whose known residence is the City of Winnipeg: (a) Provide a free-of-charge release program for licensed animals. (b) Provide appropriate licenses to all adoption and Spay and Neuter Assistance Program animals as a no charge item from the City. (c) When able, The WHS must sell a license prior to any release of impounded dogs and cats. The WHS is authorized, under their own terms, to provide a free license to residents who are unable to purchase upon redemption of all impounded dogs and cats. The City acknowledges and confirms that WHS is not required to remit payment for such free licenses. (d) The WHS is authorized to charge and retain redemption fees found in the City of Winnipeg Fees and Charges Schedule for unlicensed animals not provided a free release.	
Supplies/ Expenses: Article 3	The WHS shall provide, at its sole and exclusive expense, all necessary supplies, personnel, equipment and transportation to perform its obligations under this Agreement. The WHS shall not charge any fees to the public for providing the Services or performing its obligations under this Agreement without obtaining the prior written permission of the General Manager of the Animal Services Agency.	
Promotion of AS: Article 4	The WHS shall promote pet licensing quarterly on its social media channels and in its newsletter incorporating The City of Winnipeg logo.	
Access to WHS: Article 5	During the term of this Agreement, representatives of the City shall be granted access to the premises of The WHS with permission during any hours the said premises are open for the purpose of determining WHS compliance with the contract.	

General Services – Fees: Article 6	Subject to the annual City operating budget approval and provided that The WHS complies in full with providing General Services outlined in article 1a and completing all reporting requirements to the satisfaction of the City, the City agrees that it will pay The WHS a maximum sum of $385,000 per year (year one of the term), subsequently adjusted annually for the CPI rate. The annual fee for article 1.a is to be paid in quarterly instalments following the submission of the reporting requirements.	

	Subject to the annual City operating budget approval and provided that The WHS complies in full with providing General Services outlined in article 1b, 1c, 1d, 1e, 1g and completing all reporting requirements to the satisfaction of the City, the City agrees that it will pay The WHS a maximum cumulative sum for all articles of $202,500 per year (year one of the term), subsequently adjusted annually for the CPI rate. The annual fee for article 1b through 1g is to be paid based on invoices detailing the services provided by the WHS on a monthly basis. The CPI rate for the annual increase will be confirmed once approved by the City's Chief Financial Officer (CFO) each year, as outlined in the City of Winnipeg's FEES AND CHARGES BY-LAW NO. 196/2008. If it is determined that the monies assigned to any of 1(b)-(g) won't be expended by the end by the end of a calendar year, the parties will discuss reallocating those monies as follows and in order of preference: 1. first, to be reallocated to another category within 1(b)-(g) within the same calendar year; 2. second, to be carried over into the next calendar year, for the term of the agreement.	

Subsidized Spay and neuter Program (SNAP): Article 7	The WHS further agrees that it shall provide services under the City's Subsidized Spay and Neuter Program (henceforth called "SNAP") for cats and dogs owned by low income residents of Winnipeg and report monthly in a format prescribed by the General Manager of the Animal Services Agency to the City about the number of procedures performed under SNAP. Subject to annual City operating budget approval and provided that The WHS complies in full with providing SNAP and completing all reporting requirements to the satisfaction of the City, the City agrees that it will pay The WHS the sum of $400,000 per year (year one of the term), subsequently adjusted annually for the CPI rate. The CPI rate for the annual increase will be confirmed once approved by the City's Chief Financial Officer (CFO) each year, as outlined in the City of Winnipeg's FEES AND CHARGES BY-LAW NO. 196/2008. The annual fee for SNAP services is to be paid based on invoices detailing the services provided by the WHS on a monthly basis. If it is determined that the monies assigned won't be expended by the end by the end of a calendar year, the parties will discuss reallocating those monies to be carried over into the next calendar year, for the term of the agreement.	$400,000
Reporting Requirements: Article 8	The following detailed reporting to the City is required as a responsibility of The WHS: (a) To be submitted on a monthly basis: i. Return to Owner (RTO) license information via email. Transmitted information to include copies of completed license forms and the date the animal entered The WHS. (b) To be submitted on a monthly basis: i. Monthly reconciliation of license fees collected in a format prescribed by the City. (c) To be submitted and invoiced on a monthly basis: i. Reporting on the SNAP program, both	
	financial and statistical, presented separately and not within general clinic expenses. Including a specific fee schedule pertaining to SNAP funding. The City reserves the right to audit the names and addresses at The WHS premises to ensure the program is being run as required under this Agreement. ii. Reporting on Articles 1.b (Sick/Injured Animals), 1.c (Behavioural Support – Dogs), 1.d (Puppies), 1.e (Advanced diagnostics), 1.f (Dentals), 1.h (Excess Cat Removal). Individual invoices for every procedure/service provided. (d) To be submitted on an annual basis: i. Audited Financial Statements ii. Financial statements containing a separate schedule showing revenue and expenses associated with the performance of this Agreement, as well as the cost allocation methodology; iii. The WHS Annual Report.	