

CITY OF YELLOWKNIFE

BY-LAW NO. 3772

A BY-LAW of the Municipal Council of the Corporation of the City of Yellowknife in the Northwest Territories, to authorizes the City of Yellowknife to enter into an agreement for dog impound service with Great Slave Animal Hospital.

PURSUANT to Sections 115, 116 and 130 of the Cities, Towns and Villages Act, R.S.N.W.T., 1988, c. C-8.

WHEREAS the Municipal Corporation of the City of Yellowknife is desirous of entering into a written Agreement with Great Slave Animal Hospital.

NOW THEREFORE the Council of the Municipal Corporation of the City of Yellowknife, in regular session duly assembled, enacts as follows:

SHORT TITLE

- 1. This By-law may be cited as the "Great Slave Animal Hospital Contract By-law".
- 2. That the Municipal Corporation of the City of Yellowknife is hereby authorized to enter into an Agreement with Great Slave Animal Hospital, for the terms and conditions as set out in the Agreement, attached to and forming part of this By-law, as Schedule A.

APPLICATION

- 3. That the Mayor and Senior Administration Officer of the Municipal Corporation of the City of Yellowknife, or lawful deputy of either of them, are hereby authorized in the name of, and on behalf of the Municipal Corporation of the City of Yellowknife, to execute the Agreement as set out in Schedule A.

EFFECT

- 4. This By-law shall come into effect upon receiving Third Reading and otherwise meeting the requirements of Section 57 of the Cities, Towns and Villages Act.

READ a First Time this _____ day of _____, A.D., 1994.

MAYOR

SENIOR ADMINISTRATIVE OFFICER

READ a Second Time this _____ day of _____, A.D., 1994.

MAYOR

SENIOR ADMINISTRATIVE OFFICER

READ a Third Time and Finally Passed this _____ day of _____, A.D., 1994.

MAYOR

SENIOR ADMINISTRATIVE OFFICER

CITY OF YELLOWKNIFE

BY-LAW NO. 3772

SCHEDULE A

THIS AGREEMENT made this 1st day of July A.D., 1994

BETWEEN:

THE CITY OF YELLOWKNIFE, a Corporation under the laws of the Northwest Territories,

hereinafter call "the Bailor"

OF THE FIRST PART

- AND -

GREAT SLAVE ANIMAL HOSPITAL, a business licenced by the City of Yellowknife, with an office in the City of Yellowknife in the Northwest Territories,

hereinafter call the "Bailee"

OF THE SECOND PART

WITNESSES that in consideration of the mutual covenants and arrangements herein contained, the parties hereto agree as follows:

- 1. For a period of two years from the commencement date of this Agreement, the Bailee shall receive any dogs delivered to him by any person duly authorized in writing by the Bailor to deliver them to:

the property presently known as Lot 10, Block 503, Kam Lake Subdivision, with the title in Commissioner of the Northwest Territories.

(hereinafter called "the land") and safely keep, shelter and feed them for the Bailor as herein provided.

- 2. The commencement date of this Agreement shall be the 1st day of July, A.D. 1994, or the first day thereafter on which the Bailor through its duly authorized officers or servants has satisfied itself that the Bailee's premises and procedures are fit for the purpose of keeping, sheltering and feeding dogs under the provisions of the Dog By-law.

- 3. For such keeping, sheltering and feeding, the Bailor shall pay the Bailee:

- (i) effective July 1st, 1994, the sum of \$10.25 per dog day payable at the end of the month during which such services were rendered;

- (ii) effective July 1st, 1994, a fee for the humane killing of dogs, as required and authorized under this By-law, at the rate of \$15.00 per dog destroyed;

- (iii) effective July 1st, 1994, a fee for transporting and disposal of dogs humanely killed pursuant to this By-law, at the rate of \$5.00 per carcass or at the discretion of the Bailor, cremation at the rate of \$1.00 per pound of body weight subject to a minimum of \$20.00 per cremation.

The above is subject to the provision that the City will not be responsible for any dog impounded for more than five (5) working days. If a dog must be quarantined under the provisions of Section 25 of the

Dog By-law, the City will bear the costs of impoundment for five (5) working days and the costs of quarantining for a period of ten (10) days subject to the provisions of Section 25 of the Dog By-law.

4. "Dog day" means any calendar day or portion thereof when a dog is kept and cared for by the Bailee pursuant to the terms of this Agreement.
5. The Bailee shall designate a place on the land where dogs may be destroyed and any person, duly authorized in writing by the Bailor, may lawfully destroy dogs at that place. Disposal of dog remains shall be the responsibility of the Bailor, his agents or servants. Transportation and disposal of dog remains shall be the responsibility of the Bailee, his agents or servants at a facility authorized by the Bailor.
6. The Bailee may, if he decides that any dog should be immunized against distemper, hepatitis, or rabies, immunize the dog and recover the actual costs of immunization from the owner of the dog. If a dog shows signs of being rabid, the Bailee shall destroy the dog. The Bailee shall make all reasonable efforts to confirm the existence of the disease before destroying the dog.
7. It is understood and agreed that dogs shall be kept and cared for at the kennels on the land and nowhere else. In the event that any dog received by the Bailee pursuant to the terms of this Agreement, is placed outside the land, without the written permission of the Senior Administrative Officer or his designate, the Bailee shall be deemed to be in breach of this Agreement and shall be liable for any loss of, or injury to, the dog whether or not it results from the negligence of the Bailee, his agents or servants.
8. In the event that the Bailor or Bailee fails to perform any of the terms of this Agreement the other party may terminate this agreement upon three (3) months written notification of the intention to terminate.
9. The Bailee, his agents or servants, shall not be liable for the death of, or injury to, any dog while in the Bailee's keeping if such dog, when delivered to the Bailee, was not in good physical condition. Without restricting the generality of the foregoing, a dog shall not be in good physical condition if, when delivered to the Bailee, it is under the influence of a tranquillizer or an immobilizing drug. The Bailee shall note, in writing, the physical condition of every dog when received by him.
10. The Bailee shall notify the Bailor in writing of any intention materially to alter the premises or the procedures for keeping, sheltering and feeding the dogs.
11. The Bailee shall be responsible for the collecting, from any person claiming any dog delivered to the Bailee pursuant to this Agreement, the following:
 - (a) pound fees at the rate as set out in Schedule "A" of the Dog By-law;
 - (b) fines and licence fees, if any, as set out in Schedule "A" of the Dog By-law, and
 - (c) immunization costs, if any.
12. Proper records shall be kept by the Bailee and open for inspection by the Bailor.
13. All fine, fees and costs collected and copies of records kept shall be remitted monthly by the Bailee to the Bailor.
14. Effective July 1, 1994 the Bailee shall be entitled to a monthly payment of twenty-seven and a half (27.5) percent of the amounts set out in Clause 11(a) and Clause 11(b) commencing in the month following that in which the monies collected were remitted to the Bailor.
15. Time shall be of the essence in this Agreement.
16. The Bailor warrants that any dog delivered to the Bailee pursuant to the terms of this Agreement has been lawfully seized and impounded, and further warrants that the Bailor is entitled to deliver such dog to the Bailee.
17. This Agreement shall be governed by the laws of the Northwest Territories.
18. The parties hereto shall comply with all laws, Federal, Territorial or Municipal,

pertaining to matters arising out of this Agreement. The Bailee warrants that all health and building laws and regulations applicable to the operation of the kennels located on the land have been, and shall be, complied with.

19. The Bailee shall not assign this agreement without the written consent of the City expressed in a By-law.
20. This Agreement may be terminated by either party upon three (3) months written notice delivered to the other party at its proper address.
21. Renegotiation of the terms and conditions of this Agreement may be proposed by either party upon three (3) months written notice, delivered to the other party at its proper address set out below.
22. Notice under this Agreement shall be delivered to the parties at the following addresses:

The Bailor: The Senior Administrative Officer
 City of Yellowknife
 P.O. Box 580
 Yellowknife, NT X1A 2N4

The Bailee: Great Slave Animal Hospital
 P.O. Box 2255
 Yellowknife, NT X1A 2P7
23. This Agreement contains the entire agreement between the parties relating to this matter and no representations, warranties, or conditions expressed or implied other than those contained herein shall apply.
24. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the parties hereto.

IN WITNESS WHEREOF THE CITY OF YELLOWKNIFE has hereunto affixed its corporate seal attested by the hands of its duly authorized officers and Great Slave Animal Hospital, has hereto affixed its corporate seal attested by the hands of its duly authorized officers on this 1st day of July, A.D., 1994.

CITY OF YELLOWKNIFE

Per: _____

SIGNED, SEALED)
AND DELIVERED)
in the presence of:)

Great Slave Animal Hospital

Per: _____
