

**CITY OF YELLOWKNIFE  
BY-LAW NO. 4115**

A BY-LAW of the Council of the Municipal Corporation of the City of Yellowknife in the Northwest Territories, to authorize the Mayor and City Administrator to execute on behalf of the City an Agreement with Great Slave Animal Hospital for dog impound services;

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 Council of the Municipal Corporation of the City of Yellowknife wishes to enter into a written Agreement with Great Slave Animal Hospital for the provision of dog impound services.

NOW, THEREFORE, THE COUNCIL OF THE MUNICIPAL CORPORATION OF THE CITY OF YELLOWKNIFE, in regular sessions duly assembled, enacts as follows:

**SHORT TITLE**

1. This By-law may be cited as the "**Great Slave Animal Hospital Contract By-law.**"

**APPLICATION**

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.
3. That the Mayor and City Administrator 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 the behalf of the Municipal Corporation of the City of Yellowknife, to execute with Great Slave Animal Hospital the Agreement as set out in Schedule A by affixing the corporate seal of the City thereto and signifying their presence by inscribing their names in the spaces provided for.

**REPEALS**

4. By-law No. 3969 is hereby repealed.

**EFFECT**

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

Read a First Time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2000.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY ADMINISTRATOR

Read a Second Time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2000.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY ADMINISTRATOR

Read a Third Time and Finally Passed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2000.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY ADMINISTRATOR

CITY OF YELLOWKNIFE  
BY-LAW NO. 4115  
Schedule A

**SERVICE CONTRACT**

This contract, made and entered into this            day of            , 2000:

**BETWEEN:**

THE MUNICIPAL CORPORATION OF THE CITY OF  
YELLOWKNIFE ("the City")  
PO Box 580  
Yellowknife, NT            X1A 2N4

**OF THE FIRST PART**

**AND:**

GREAT SLAVE ANIMAL HOSPITAL ("the Veterinary")  
P.O. Box 2255  
Yellowknife, NT            X1A 2P7

**OF THE SECOND PART**

**WHEREAS:**

The Veterinary is desirous of providing kennel and veterinary services and the City is desirous of having and paying for, from the Veterinary, kennel and veterinary services.

NOW THEREFORE, in consideration of covenants and agreements hereinafter reserved and contained, the parties agree as follows:

**ARTICLES**

**1**

**TECHNICAL**

1.1 SCOPE OF CONTRACT

Except as expressly stated herein, the Veterinary shall provide kennel and veterinary services in accordance with the scope of services set out in Appendixes attached to and forming part of this Contract ("the Service"). Without limiting the generality of the foregoing, the Veterinary shall, at its own risk and expense:

- 1.1.1            organize and perform the Service in accordance with this Contract, including the appendices attached hereto;

1.1.2 complete all reports on time required by the City; and

1.1.3 obtain all licenses and permits required for the provision of the Service.

1.2 TERM OF CONTRACT

Service shall commence on May 1st, 2000 and shall continue until April 30, 2003.

1.2.1 At the end of the contract period, this Contract may be renewed, at the discretion of the Senior Administrative Officer, provided acceptable service and competitive pricing is maintained.

1.3 CITY'S REPRESENTATIVE

For the purposes hereof, the City's representative will be the Manager of the City's Municipal Enforcement Division.

1.4 VETERINARY'S REPRESENTATIVE

For the purposes hereof, the Veterinary's representative will be Dr. Tom Pisz.

**2**

**FINANCIAL**

2.1 PAYMENT

As consideration for performance hereof, the City will pay the Veterinary according to Appendix B "financial" which shall be deemed as part hereof.

**3**

**GENERAL TERMS AND CONDITIONS**

3.1 INDEPENDENT VETERINARY

3.1.1 The Veterinary is an independent Veterinary, and all persons employed by the Veterinary in connection herewith shall be employees of the Veterinary, and not employees of the City in any respect.

3.1.2 The Veterinary is not and shall not hold itself or be held out to be an agent of the City.

3.2 CONTROL OF THE SERVICE

Although the delivery of the Service is the sole responsibility of the Veterinary, the City reserves the right to generally oversee the operations of the Veterinary and to issue directives to the Veterinary to remedy any conditions which the City considers to be detrimental to the Service. The Veterinary will be required to carry out the terms of such directives as soon as possible and, in any event, not more than seven (7) days after receipt of notice in writing from the City. The City shall not supervise or have control or authority over, nor be responsible for, the Veterinary's means, methods, techniques, sequences or procedures.

3.2.1 The Veterinary shall effectively direct and supervise the Service to ensure conformance with this Contract.

3.2.2 This Contract is administered through the City's Representative.

3.2.3 Any person employed by the Veterinary who is deemed by the City's Representative to be incompetent shall be removed from the job, at the request of the City's Representative.

3.3 CONTRACT PERFORMANCE

Payments to the Veterinary shall not be a waiver of any breach of this Contract by the Veterinary or relieve the Veterinary from the performance of any obligations under this Contract.

3.4 REPORTING

All fines, fees and costs collected, as herein described, and copies of records kept, shall be remitted monthly by the Veterinary to the City's representative.

3.5 CHANGES

Each change in the Service shall be authorized in advance by written change order issued by the City.

3.6 CODES, STANDARDS, REGULATIONS AND LAWS

3.6.1 The parties hereto shall comply with all codes, standards, regulations and laws, Federal, Territorial, or Municipal, pertaining to matters arising out of the Contract. The Veterinary shall acquire and keep in force all required permits and certificates.

3.6.2 The Veterinary warrants that all health and building regulations and laws applicable to the operation of the kennels located on the land have been, and shall be, complied with.

3.6.3 The City will not be responsible for the Veterinary's failure to comply with applicable codes, standards, regulations and/or laws.

3.7 CONFIDENTIALITY

The Veterinary acknowledges that in performing the Services they may be exposed to certain confidential information. The Veterinary agrees that, except as expressly permitted by the City, they will not at any time during or after the term of this Contract, make use of any confidential information or disclose any confidential information to any person.

3.8 CITY'S OBLIGATIONS

3.8.1 The City warrants that any dog delivered to the Veterinary pursuant to the terms of this Contract has been lawfully seized and impounded, and further warrants that the City is entitled to deliver such dog to the Veterinary.

3.9 VETERINARY'S OBLIGATIONS

3.9.1 Obligations shall be performed in good and professional manner in accordance with the

description which forms part of this Contract, and conforming to acceptable Veterinary practices whether referred to in this Contract or not.

3.9.2 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 Veterinary, pursuant to the terms of this Contract, is placed outside the land without the written permission of the Senior Administrative Officer, or his designate, the Veterinary shall be deemed to be in breach of the Contract and shall be liable for any loss of, or injury to, the dog whether or not it results from the negligence of the Veterinary, his agents or servants.

3.9.3 The Veterinary shall notify the City in writing of any intention materially to alter the premises or the procedures for keeping, sheltering, and feeding the dogs.

3.9.4 Proper records shall be kept by the Veterinary and open for inspection by the City.

### 3.10 INSPECTION

The City and/or representatives shall at all times have access to the area at which the Veterinary is performing its obligations under this Contract. Any inspections made by the City does not constitute a waiver of any obligation of the Veterinary.

### 3.11 INDEMNIFICATION

The Veterinary agrees to indemnify and hold harmless the City, it's Council, officers, employees and agents, against and from any and all loss, claims, actions or suits, including costs and attorney's fees, for or on account of injury, bodily or otherwise, to or death of persons, damage to or destruction of property belonging to the City, or others, resulting from, arising out of, or in any way connected with the Veterinary's operations hereunder, excepting only such injury or harm as may be

caused solely by the fault or negligence of the City, its Council, officers employees or agents.

3.12 APPLICABLE LAW

This Contract shall be governed by the laws of the Northwest Territories.

3.13 INSURANCE

The Veterinary will, during the period of this Contract, carry an insurance company or companies licensed to do business in the Northwest Territories where Service will be accomplished, appropriate liability and other insurance protection as is necessary for the Service involved and which is customary for the trade. Such insurance shall be maintained to underwrite and assume any liability arising from Section 3.11 Indemnification. The limits of liability for each requirement shall not be less than \$1,000,000.00 single limit.

3.13.1 A Certificate of Insurance may, at City's option, be required.

3.14 WORKERS' COMPENSATION

Prior to commencing Service, the Veterinary shall comply with all applicable Workers' Compensation and Employers' Liability Acts in the Northwest Territories and, upon request, shall furnish proof thereof satisfactory to City.

3.15 TIME AND DELAYS

3.15.1 Time is of the essence of this Contract.

3.16 FORCE MAJEURE

If the Veterinary or the City is prevented from or delayed in its performance under this Contract as an unavoidable result of fire, delays in transportation, an act of God or of the Queen's Enemies, an order of a governmental official body, a labor dispute, or other cause beyond its reasonable control, the time for performance of that party shall be extended by the length of time it is so prevented or delayed. If any event of



force majeure involving the Veterinary or its subcontractors disrupts, or threatens to disrupt, the City's operations, the City may cancel this Contract by written notice terminating without liability all obligations imposed by this Contract.

3.17 NO ASSIGNMENT, DELEGATION OR SUB-CONTRACT

The Veterinary shall not assign this Contract nor delegate or sub-contract any of the Services to be performed by it hereunder without the express written consent of the City in a By-law. Any such attempted assignment, delegation or sub-contract shall entitle the City to terminate. If assignment, delegation or sub-contract is done with such consent it shall not relieve the Veterinary from its responsibility for the performance of any of its obligations hereunder.

3.18 NO WAIVER

The City may at any time insist upon strict compliance with the terms and conditions of this Contract, notwithstanding any previous custom, practice or course of dealing to the contrary. Conversely, the failure of the City to insist upon or enforce strict compliance with any of the terms and conditions of this Contract or to exercise any rights herein shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

3.19 UNAUTHORIZED USE OF NAME

The Veterinary shall not, without prior written approval of the City make any statement or publish or release to any other person any photograph, advertisement, testimonial, letter or commendation or approval, or any other document or written matter which might imply the City's approval of the products, actions, or performance of the Veterinary.

3.20 RENEGOTIATION

Except for pricing, as per Appendix B, renegotiation of the terms and conditions of this Contract may be proposed by either party upon three (3) months written notice,

delivered to the other party at its proper address set out below.

3.21 SUSPENSION OF SERVICE

The City may, at any time, suspend any part of the Service, including all remaining Service, for any reason whatsoever by giving notice to the Veterinary specifying the part of Service to be suspended and the effective date of suspension. The Veterinary shall continue to prosecute any unsuspended part of the Service. Suspension, as aforesaid, shall not limit or waive the Veterinary's responsibility pursuant to Article 1. The City shall not be held liable for any damages or loss of anticipated profits on account of suspension of any part of the Service.

3.22 TERMINATION FOR CONVENIENCE

Either party may terminate this Contract at any time by giving three (3) months written notice to the other party. Such termination shall not affect the rights of the parties which have accrued prior to the date of termination and shall not relieve any party from obligations arising during the term thereof. In the event of termination, the Veterinary and the City shall each be released and discharged from any claims by one against the other in connection with the termination of this Contract of the Service herein described. The City shall not be held liable for damages or loss of anticipated profits on account of such termination.

3.23 TERMINATION FOR CAUSE

The City retains the right to terminate this Contract without notice or penalty if the Veterinary does not provide acceptable service or maintain competitive prices.

3.24 DEFAULT

If:

- 3.24.1 the Veterinary fails to comply with any of the terms or conditions of this Contract;
- 3.24.2 a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Veterinary or his property; or

3.24.3 the Veterinary makes an assignment for the benefit of creditors;

the City may sue the Veterinary for damages or terminate the Contract without notice or penalty.

3.25 OTHER CONDITIONS

3.25.1 The Contract shall operate for the benefit of and be binding upon the respective executors, administrators, successors and assigns of the City and the Veterinary.

3.25.2 Headings, titles and marginal notes which appear in the Contract Documents are inserted for convenience only and shall not be used to explain or clarify the clauses or paragraphs below or opposite which they appear.

3.25.3 Absolutely no deviations from the Terms and Conditions as contained in this Agreement will be permitted.

3.25.4 The words "Veterinary" and "he" or any derivative thereof shall have a plural, feminine or neuter meaning where the context so requires.

3.26 COMPLETE AGREEMENT

3.26.1 This Contract and attachments constitutes the complete Contract between the parties. It supersedes and shall have effect in substitution for all previous agreements. It is subject to change only by an instrument executed in writing by the City.

3.26.2 In the event of a conflict between this Contract and the Veterinary's proposal submission or the City's original Request for Proposals, this Contract shall apply.

3.27 NOTICES

Where notice is required or permitted to be served by one party on the other the notice shall be given in writing and may be delivered personally, delivered or sent by mail or facsimile transmission at the following

addresses:

Notices to: City of Yellowknife  
P.O. Box 580  
Yellowknife, NT X1A 2N4  
Attention: Mr. Doug Gillard

Notices to: Great Slave Animal Hospital  
P.O. Box 2255  
Yellowknife, NT X1A 2P7  
Attention: Dr. Tom Pisz, D.V.M.

Notwithstanding the above, each party shall use the most expeditious method of giving the written notice or communication.

A written notice or communication sent by mail shall be deemed to have been received ten days from the date of posting. Whenever a notice or communication is sent by facsimile transmission, acknowledgment from the receiving party must be given to the other party that the notice or communication has in fact been received, for it to be effective; if no such acknowledgment is given, it shall be deemed to have been received ten days from the date of posting of the original document.

**4. EXECUTION**

IN WITNESS WHEREOF, the parties hereto have entered into this Contract to be effective the date it is executed by the City.

GREAT SLAVE ANIMAL HOSPITAL

MUNICIPAL CORPORATION OF THE  
CITY OF YELLOWKNIFE

By \_\_\_\_\_

By \_\_\_\_\_

Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date Executed

\_\_\_\_\_  
Date Executed

(SEAL)

(SEAL)

**APPENDIX "B"**  
**FINANCIAL**

1 PAYMENT

1.1 As consideration for performance, the City shall pay the Veterinary:

1.1.1 effective May 1<sup>st</sup>, 2000, to April 30, 2003, the sum of \$13.70 per dog day<sup>1</sup> payable at the end of the month during which such services were rendered;

1.1.2 effective May 1<sup>st</sup>, 2000, to April 30, 2003, a fee of \$30.31 for euthanasia of any dog, as required and authorized under this by-law, payable at the end of the month during which such services were rendered; and

1.1.3 effective May 1<sup>st</sup>, 2000, to April 30, 2003, a fee of \$1.54 per pound of body weight, with a minimum of \$30.31, for the cremation of dogs put down through euthanasia, as authorized under this by-law, payable at the end of the month during which such services were rendered.

1.2 Consideration in 1.1 is subject to the provision that the City will not be responsible for any dog impounded for more than five (5) working days.

1.2.1 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) working days subject to the provisions of Section 25 of the Dog By-law.

1.3 The Veterinary shall be entitled to a monthly payment of twenty-seven and a half (27.5) percent of the amounts set out in Appendix A, clause 6.1 and clause 6.2 commencing in the month following that in which the monies collected were remitted to the City.

1.4 Prices are in Canadian Currency.

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<sup>1</sup> "Dog day" means any calendar day or portion thereof when a dog is kept and cared for by the Veterinary pursuant to the terms of this Contract.

**APPENDIX "B"**  
**FINANCIAL**

1.5 Prices are exclusive of the Goods and Services Tax but, will have this tax added as a separate line at time of invoicing.

1.6 Payments to Veterinary hereunder shall be made subject to receipt of a properly itemized invoice. (Such invoices shall be submitted to Accounts Payable, City of Yellowknife, P.O. Box 580, Yellowknife, N.W.T., X1A 2N4, Canada.

2 ADJUSTMENTS FOR DEFICIENCIES

The City may at City's option, deduct an equitable amount from the invoiced amount for deficiencies in the Service if the City deems it not expedient to correct said deficiencies in accordance with the Contract.

3 PRICE INCREASE

The prices reflected in this Contract are firm and shall not be subject to adjustments, except only for changes, as authorized in writing in advance by the City.

4 ESCALATION

The City shall not entertain or accept escalations or means which would increase the prices.