

Bill No. 57
2018

By-law No. A.-_____

A By-law to authorize a Service Agreement between The Corporation of the City of London and Tracy Satchell Professional Corporation and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS The Corporation of the City of London (the "City") wishes to establish the contracted services of a Veterinarian to operate London Animal Shelter Services, and to provide care and medical services to animals at the municipal shelter as part of an enhanced veterinary care program;

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Agreement attached as "Schedule A" to this By-law, being a Service Agreement between the City and Tracy Satchell Professional Corporation is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on January 30, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – January 30, 2018
Second Reading – January 30, 2018
Third Reading – January 30, 2018

“Schedule A”

THIS AGREEMENT made in triplicate this ____ day of _____, 2018

BETWEEN

THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the City)

AND

Tracy Satchell Professional Corporation
(hereinafter referred to as the Veterinarian)

WHEREAS the City has adopted a policy on animal welfare services which establishes a target for adoption rates and reduced euthanasia rates;

AND WHEREAS the services and programs to be provided by the Veterinarian are to contribute to a live release rate of companion animals of 90% to be achieved on a collaborative basis in partnership with the contributions of other animal welfare programs and service providers;

AND WHEREAS the City has contracted 3 separate programs offered by 3 separate providers being those services to be provided by Urban Animal Management Inc. (UAM Inc.), Cat Adoption Centre and the City Contracted Veterinarian Services provided by the Veterinarian. All of which are to be provided on a collaborative basis with each service being reported and evaluated separately so that each provider and program will contribute to the overall common goal of attempting to assist the City of London to be a no kill community;

AND WHEREAS the Veterinarian has agree to provide Veterinary Animal Care Services in accordance with Civic Council Resolution dated December 18, 2014 (attached);

AND WHEREAS the services provided by the Veterinarian will be governed by the provisions of this Agreement which reflect the City's current approval program for the delivery of one of its animal welfare service contributors;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties thereto covenant and agree, each with the other as follows:

DEFINITIONS

1. For the purpose of this Agreement including attachments (hereinafter referred to as the Agreement), unless a contrary intention appears:
 - a) “After Hours’ Emergency Service” means an unforeseen combination of circumstances which calls for immediate action, and includes emergency services for sick, rabid, injured and dying animals and wildlife where and Animal Control Officer is not in the position to take appropriate action.
 - b) “Animal Care or Veterinary Care Services” means the delivery of all services described in Schedule “B” within the Service Area in relation to animal control.
 - c) “Animal Welfare Coordinator” means an employee of the City of London who undertakes research on animal welfare issues and performs community outreach including coordinating volunteer activities; collecting and synthesizing information, data interpretation and analysis; exercises problem solving skills, prepares advice and formulates recommendations/solutions; prepares reports; supervises volunteers involved with City sponsored animal welfare activities.
 - d) “By-law or Provincial law” means the by-law of the City or Provincial law as amended from time to time or any re-enactment of or successor to such by-law or provincial law.
 - e) The “City” means the Corporation of the City of London as being represented by the Managing Director, Development and Compliance Services (hereinafter referred to as the “Managing Director”) or their designate who shall be responsible for the administration of this Agreement.

- f) "City Poundkeeper" means the person or agency as appointed by London Municipal Council as its poundkeeper and is Urban Animal Management Inc. (UAM Inc.) pursuant to the Public Pound By-law PH-5, whose duties include the administration and enforcement of the provisions of the Public Pound By-law of the City, the *Pound Act*, *Animals for Research Act*, the *Municipal Act 2001* and all other applicable by-laws and legislation and except as otherwise provided for an addressed in this Agreement.
- g) "Community Cat" means a cat that is un-owned, free-roaming which spends most of its time outdoors. Community cat also refers to a cat in a managed TNR (Trap Neuter, Return) program or SNR (Shelter, Neuter, Return) program which is approved by the City.
- h) "Companion Animal Hospital" means the accredited facility where the Veterinarian performs surgeries, as regulated by College of Veterinarians of Ontario (CVO).
- i) "Confined Cat" means a cat that has been captured by a London resident or visitor and delivered to the designated Public Pound Facility.
- j) "Fundamental Breach by the City" means failure of the City to pay any amounts to the Veterinarian in accordance with the terms hereof.
- k) "Fundamental Breach by the Veterinarian" means an act of omission or a series of acts of omission on the part of the Veterinarian which interrupts services for more than five (5) consecutive days, or cessation or threat by the Veterinarian of cessation of business or withdrawal of services.
- l) "Locum Veterinarian" means a Veterinarian whom works in the place of the regular Veterinarian.
- m) "Satisfactory", "approved", "adequately", "suitably", or similar words or phrases mean "satisfactory" and so forth to the City, acting reasonably.
- n) "Service Area" means that area within the Companion Animal Hospital and may also include a mobile service that meets the requirements of the College of Veterinarians of Ontario.
- o) "Stray Dog" means a dog deemed to be running at large when found in any place other than the premises of the owner (as defined in by-laws PH-4, and PH-12) of the animal and not under control by means of a leash.
- p) "Veterinarian" means a person who is qualified to practice veterinarian medicine including licensure and good standing with the College of Veterinarians of Ontario, and includes Locum Veterinarians.
- q) "Registered Veterinary Technician" (RVT) means a person who submits proof of graduation from an Ontario Association of Veterinary Technicians (OAVT) program through an accredited college and is a member in good standing with that organization.

TERM OF AGREEMENT

2. The terms of this Agreement shall be for a period of two (2) years commencing _____, 2018 and ending _____, 2020 with provisions for contract extensions of up to three (3) additional years to be negotiated yearly.

SERVICES

3. Within the Service Area the Veterinarian shall deliver the following services as more specifically described in the Schedules which are attached hereto and form part of the Agreement:

Schedule "A" – City Contracted Veterinarian's Hours of Service
 Schedule "B" – Animal Care and Veterinary Services and Programs
 Schedule "C" – Discretion of Extent of Care
 Schedule "D" – Expectations of High Volume Spay/Neuter Program

REMUNERATION

4. Remuneration for the following services shall be paid to the Veterinarian as follows:
 - a) The Veterinarian shall receive an annual total cost for services of \$107,823.00 plus applicable sales tax(es), which shall be divided evenly into 12 monthly payments, or 24 bi-weekly payments. These payments, representing 1/12th or 1/24th of the annual total cost for service, shall be made at each month end, or every two weeks in arrears.
 - b) The Veterinarian shall receive from the City an annual expenditure of up to \$2000.00 to cover her veterinary membership fees;
 - c) The Veterinarian shall receive from the City an annual expenditure of up to \$1500.00 to cover veterinary continuing education expenses;
 - d) The Veterinarian shall receive from the City three (3) weeks paid vacation;
 - e) Any sick, disability or other leave taken by the Veterinarian will be unpaid;
 - f) Payment for services shall be adjusted annually commencing one year from the date of the commencement of this Agreement in the calendar year of 2019. The payment adjustment shall be based on the annual increase in the Consumer Price Index (CPI) for the Province of Ontario from the preceding year.

5. Other items associated with remuneration for existing or proposed services:
 - a) The City will provide the materials, parts, tools, equipment, furniture, electronics, medicines and medical supplies for the Companion Animal Hospital facility and related operational costs including maintenance of equipment and facility, utilities, taxes, permit fees, and will include the proposed mobile microchip unit and the enhanced medical services and treatments of the mobile microchip unit as set out in RFP 14-17 but at a later date when the City decides to implement such a program.
 - b) Should the City wish to add new Animal Care or Veterinary Care Services or should significant changes to how a City By-law is to be administered/enforced or should significant changes occur to Provincial legislation and regulation, and prior to the delivery of such new or additional services, the City and the Veterinarian shall upon agreement of the new service negotiate a price for service delivery subject to Municipal Council approval. Should the parties be unable to negotiate a price for the new or additional services, the City and the Veterinarian agree that the issue shall be resolved in accordance with this Agreement.
 - c) The City retains the rights to establish, and an obligation to coordinate animal welfare services with other service providers who agree to, in good faith, work in a cooperative environment with both the City and the Veterinarian but shall not impact the veterinary services from a resource, financial or service delivery perspective.
 - d) Minor amendments to animal care or veterinary care services in this Agreement shall be accommodated by the Veterinarian through discussion with the City and possible minor adjustment in delivery of existing services. Minor amendments shall not have a financial impact on the Veterinarian. Where the City and the Veterinarian are unable to come to an agreement on the addition of minor amendments, the process outlined in the "Disputes" portion of this agreement will be relied upon.
 - e) This Agreement is subject to Harmonized Sales Tax (HST), which shall be in addition to and not included in the calculation of the sums hereinbefore provided and shall be paid by the City to the Veterinarian and remitted by the Veterinarian in accordance with application legislation.

GENERAL

6. Should the Veterinarian decide to perform any private veterinary services outside of this Agreement the Veterinarian shall be responsible to ensure the acquisition of and shall supervise a Locum Veterinarian or team of Locum Veterinarians to ensure provision of full services of this contract, the cost of which shall be included in the fees set out in Paragraph 4.a). The acquisition of any replacement veterinarian shall be subject to the approval of the City acting reasonably.
7. The City shall provide the services of a Veterinary Technician(s) to the Veterinarian. The service of the Veterinary Technician will be at the City's expense or provided through a partnered agreement with the Animal Services provider, and such expense is not the responsibility of the Veterinarian. The Veterinary Technician will be under the direction and supervision of the Veterinarian. Under this contract should the City and Veterinarian agree that the services of a second Veterinary Technician is required, the service of the second Veterinary Technician will be at the City's expense or provided through a partnered agreement with the Animal Services provider, and such expense is not the responsibility of the Veterinarian. The Veterinarian shall assist the City in ensuring, upon hiring, that the Veterinary Technician(s) are trained, qualified and possess the necessary certifications to perform all work and deliver all services in compliance with any federal, provincial and municipal regulatory codes, acts, law and by-laws.
8. The Veterinarian shall only acquire Locum Veterinarians that are in good standing with the College of Veterinarians of Ontario to conduct City services.
9. The City shall provide, at its cost, all approved animal care forms and promotional materials.

COMPLIANCE WITH REGULATIONS

10. Subject to the terms of this Agreement, the Veterinarian and all Locum Veterinarians acquired by and supervised by the Veterinarian to provide City services shall in all respects abide by and comply with all lawful rules, regulations and by-laws of the Federal, Provincial or Municipal Government, and with the regulations of the College of Veterinarians of Ontario in any manner affecting the operations conducted by the Veterinarian herein.

SAFETY

11. The Veterinarian and those under the direction and supervision of the Veterinarian shall perform all work and deliver all services under the contract in accordance with requirements of the Ontario Occupational Health and Safety Act and applicable Regulations and their safety policy and procedures. Should circumstances render the Veterinarian and those hired by her unable to comply with these requirements, the Veterinarian shall immediately notify the Managing Director.
12. Should any critical injury or illness to any person or worker occur during the Veterinarian performance, or the performance of her hired associates for the City, the Veterinarian shall forthwith notify the Managing Director.
13. The Veterinarian shall forthwith notify the Managing Director of any orders, fines, or interactions with regulatory authorities such as the Ministry of Labour that arises as a result of a critical injury or illness.

Under Ontario's Occ. H&S Act, a critical injury is defined below:

"critically injured" means an injury of a serious nature that,

- (a) places life in jeopardy,
- (b) produces unconsciousness,
- (c) results in substantial loss of blood,
- (d) involves the fracture of a leg or arm but not a finger or toe,
- (e) involves the amputation of a leg, arm, hand or foot but not a finger or toe,
- (f) consists of burns to a major portion of the body, or
- (g) causes the loss of sight in an eye. R.R.O. 1990, Reg. 834, s. 1.

14. The Veterinarian shall implement such health and safety policies established by the City in relation to City staff under the supervision of the Veterinarian, and further shall implement all health and safety policies established by the College of Veterinarians of Ontario, and Ministry of Labour in relation to all animal service support staff.
15. In the event of any dispute between the Veterinarian and the City with respect to the Veterinarian compliance with any safety, contractual requirements, the Veterinarian and the City agree that the issue shall be submitted to mediation/arbitration in accordance with this Agreement.

INSURANCE AND INDEMNIFICATION

16. The Veterinarian agrees to indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the Veterinarian, their agents, officers, employees or other persons for whom the Veterinarian is legally responsible arising from "Animal Care or Veterinary Care Services".
 - (a) It is understood that the City shall include this project under its commercial general liability insurance.
 - (b) **Medical Malpractice Insurance**

The Veterinarians shall obtain and maintain Medical Malpractice with a limit of not less than \$2,000,000, at her cost.
17. The Veterinarian shall submit on an annual basis, in advance of expiry a completed Insurance Certificate evidencing Medical Malpractice insurance.

REPORTING TO THE CITY

18. The Animal Welfare Coordinator shall prepare and provide to the City and Veterinarian monthly veterinary service statistics specific to all animals and activities approved by the Managing Director including but not limited to:
 - i) maintain accurate and up to date records of all substantive provisions of the service provided including statistical reporting on number of cats and dogs treated in the companion animal facility, number and type of surgeries performed, number of euthanasia performed
 - ii) provide a monthly summary report to the City of services provided
 - iii) monthly inventory reports, including product costs

The City agrees to undertake the following:

- i) acknowledge and review the monthly summary report prepared by the Animal Welfare Coordinator; and
- ii) bring to the attention of the Veterinarian any contract compliance issues identified in the monthly monitoring report within ten business days from the receipt of the report.

Additional reporting requests shall be discussed and agreed upon between the City and the Veterinarian prior to new reporting requirements and information being produced and brought forward for public viewing.

PARTNERED COMMUNICATIONS

19. The Veterinarian shall participate in weekly partnership meetings facilitated by the City of London Animal Welfare Coordinator, with London Animal Care management and staff, and as required by the City's Animal Welfare Coordinator, the operator of the City's Cat Adoption Centre to maintain good communications amongst the all service areas.

PERFORMANCE MONITORING

20. Mandatory unannounced inspections of the municipal Companion Animal Hospital shall be conducted by the City no less than four (4) times per year. Each inspection will be documented with the date, time, and findings of the inspection. The College of

Veterinarians of Ontario will continue to be responsible for the practices of the Veterinarian(s).

21. The City will implement a written complaint review process whereby:

The City and the Veterinarian recognize the need to deal openly and timely where a concern is expressed by a Londoner or agency with respect to animal welfare, limitation of contracted services or contract fulfillment, the City and the Veterinarian agree to the following complaint process (for the purposes of this section, business days refer to days City Hall is open and accessible to the public for services:

- a. Where the Veterinarian receives a written complaint from the public the Veterinarian shall forward the complaint to the City within two business days of receipt of the complaint. For the purposes of this section, business days refers to days that City Hall is open for business and accessible to the public for services. Further, during the initial contact the complainant will be encouraged to contact the City. The City has a complaint procedure and form available on its Animal Services web page.
- b. Where a written complaint is received by the City, the City will evaluate the details of the complaint relevant to the contract with the Veterinarian to determine if an investigation is required.
- c. Where an investigation of the complaint is deemed to be required, the City shall notify the Veterinarian in writing within fifteen (15) days of receipt of the complaint. Subject to MFIPPA the City shall include the details of the complaint. Personal information can only be forwarded with the consent of the individual. The Veterinarian will not be responsible for responding to complaints which are anonymous and/or without the specific details required to conduct an inquiry into the complaint(s). The City recognizes that for the Veterinarian to investigate and respond to a complaint forwarded by the City, specific details including date, time, parties involved, concerns/issues are essential for a comprehensive review. Response to anonymous complaints or complaints coming from parties not directly involved will be at the discretion of the City.
- d. In all cases, where a written complaint is received and the Veterinarian has been notified that an investigation is required, the Veterinarian will have the opportunity of investigating and responding to the City within ten (10) business days of receipt of notification of the complaint.
- e. The City will have the discretion to investigate complaints, including retaining an independent party to investigate the complaint, ask appropriate governing bodies (i.e. College of Veterinarians of Ontario) to conduct an investigation.
- f. Where circumstance dictates specific action is required, the City will provide adequate time for the Veterinarian to take appropriate action to remedy the compliance issue as agreed upon by both parties, or dictated by another governing body.
- g. Upon completion of the investigation, the City will report back to all parties included in the original written complaint with their findings indicating
 - no compliance issues found, or
 - where compliance issues identified the actions taken to remedy such concerns.
- h. Where an investigation is completed and the Veterinarian is notified of the results of the investigation, in all cases the Veterinarian will be given an opportunity to respond to the findings within ten business days of receipt of the findings.

CONFIDENTIALITY, PRIVACY OF REPORTS

22. In accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), the Veterinarian will hold confidential and will not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, any information or document without obtaining the written consent of the individual/organization concerned prior to the release or disclosure of such information or document and shall comply with the requirements regarding Personal Information and Confidentiality as contained in **Schedule "F"** attached hereto and forming part of this Agreement.

23. When collecting Personal Information under this Agreement, the Veterinarian shall use only the forms approved by the City for that purpose, unless the College of Veterinarians has superseding legislation/regulations.
24. In the event that the Veterinarian ceases operation, it is agreed that the Veterinarian will not dispose of any paper and electronic records related to Animal Care provided for under this Agreement without the written consent of the City, but when requested by the City shall return the records to the City forthwith, but also in accordance with any regulations set out by the College of Veterinarians of Ontario.
25. Subject to MFIPPA all financial information pertaining to the business operation of the Veterinarian shall be kept confidential and shall not be matters of public record in accordance with the relevant provisions of the Municipal Freedom of Information and Privacy Protection Act and in accordance with the provisions of the Confidentiality of Proprietary Information sections of Council Policy.
26. All information including but not limited to Standard Operating Procedures, Policy, Manuals, business operation and systems in place to perform the work described in this agreement shall be kept confidential and shall not be matters of public record subject to the provisions of the Municipal Freedom of Information and Privacy Protection Act and all records must be pulled except as required by law and provided to the head for MFIPPA requests.

NON-DISCLOSURE AGREEMENT

27. The Veterinarian shall complete and submit to the City a Non-Disclosure Agreement (NDA), Form no. 1033.

AMENDMENTS

28. Any future amendments to this service agreement can be modified via written email confirmation by both parties.

NOTICE

29. Whenever notice is required or permitted to be given by either party to the other, such notice shall be in writing and shall be validly given or sufficiently communicated if forwarded by registered mail or delivered as follows:

To the City: Managing Director, Development and Compliance Services
300 Dufferin Avenue
London Ontario N6A 4L9

To the Vet: Tracy Satchell Professional Corporation
22 Pickwick Crescent
London Ontario N5V 2P8

If any question arises as to whether any notice was communicated by one party to the other, it shall be deemed to have been effectively communicated or given on the day received or on the fifth day after it was mailed or sent, whichever is earlier.

NON-ASSIGNMENT

30. The Veterinarian shall not assign this Agreement without the prior consent in writing of the City which consent may not be unreasonably withheld.

DEFAULT

31. A default of either party to this Agreement, other than a fundamental breach, shall, failing settlement by the parties be referred to the dispute resolution provisions of this agreement.

Fundamental Breach by the Veterinarian:

In the event that a fundamental breach by the Veterinarian occurs:

- (a) The City may invoke the provisions of this section of the Agreement by notice in writing delivered to the Veterinarian. The notice shall set out the nature of the Fundamental Breach by the Veterinarian and shall specify the date (Effective Date) on which the provisions of this section shall have effect, which date shall not be less than five (5) business days following the delivery of the notice;
- (b) If the Veterinarian remedies the Fundamental Breach by the Veterinarian prior to the Effective Date, or, if the circumstance in question cannot reasonably be remedied within such period, if the Veterinarian has promptly initiated measures required to remedy the Fundamental Breach and continues to diligently advance the same, then the provisions of this section of the Agreement shall not become effective.

Fundamental Breach by the City:

In the event of a Fundamental Breach by the City:

- (a) The Veterinarian may invoke the provisions of this section of the Agreement by notice in writing to the City. The notice shall set out the nature of the Fundamental Breach by the City prior to the Effective Date on which the provisions of this section shall have effect, which date shall not be less than five (5) business days following delivery of the notice.
- (b) If the City remedies the Fundamental Breach by the City prior to the Effective date then the provisions of this section of the Agreement shall not become effective.

32. Where the Veterinarian has committed a Fundamental Breach of this agreement and has not rectified the breach under the terms of this agreement the City may on SIXTY (60) DAYS notice in writing, or shorter notice if would otherwise clearly be prejudicial to the clients, without any other authorization, take all or part of the services out of the Veterinarian hands and may employ such means as it sees fit to deliver the services. Where the work or any portion thereof has been taken out of the Veterinarian hands, the obligation of the City to make payment for such work or portion thereof shall be at an end of the Veterinarian shall not be entitled to any further payment in respect of such work or portion thereof.
33. Where the City has created a Fundamental Breach and has not rectified the breach under the terms of this agreement, the Veterinarian has the right to terminate this agreement and take any legal steps against the City for damages and loss of income.

DISPUTES

34. Dispute Resolution

The provisions of this section shall apply:

- a. Whenever any issue arises with respect to interpretation of this Agreement that is not resolved in a manner or time frame acceptable to either party; or
- b. Whenever a party breaches or is alleged to have breached its obligations pursuant to this Agreement, except in the case of a fundamental breach; or
- c. Whenever a matter is subject to agreement between the parties and the parties are unable to agree.

The parties agree to first endeavor to settle the dispute in an amicable manner by participating in mediation with a mutually acceptable independent third party mediator before having recourse to arbitration or a judicial forum.

MEDIATION

35. If the matter has not been resolved within thirty (30) calendar days of the disputing Party's notice, or if the party receiving the notice will not meet within seven (7) calendar days (the earlier of which is the "Submission Date"), the dispute shall be submitted to mediation in accordance with the following procedure.

- (i) Selection of Neutral

The Parties shall have five (5) days from the Submission Date to agree upon a mutually acceptable neutral person not affiliated with either of the Parties (the "Neutral"). If no Neutral has been selected within such time, the Parties agree jointly to request that their respective solicitors supply within five (5) days, a list of potential Neutrals with qualifications as specified by the Parties in the joint request. Within two (2) business days of the receipt of the list, the Parties shall independently rank the proposed candidates, shall simultaneously exchange rankings, and shall select as the Neutral the individual receiving the highest combined ranking who is available to serve. If either Party does not rank and provide a copy of the ranking to the other Party, the Party who does rank the Neutral will be able to select the Neutral.

(ii) Time and Place for Mediation

In consultation with the Neutral, the Parties shall promptly designate a mutually convenient time and place for the mediation (and unless circumstances require otherwise, such time to be not later than ten (10) days after the selection of the Neutral).

(iii) Summary of Views

One (1) week prior to the first scheduled session of the mediation, each Party shall deliver to the Neutral and to the Other Party, a concise written summary of its views on the matter in dispute not to exceed five (5) pages.

(iv) Staffing at Mediation

In the mediation, each Party may be represented by Counsel. In addition, each Party may bring such additional persons as needed to respond to questions, contribute information and participate in the mediation.

(v) Conduct of Mediation

The parties will attempt to resolve the dispute with the assistance of the Neutral. To this end, the Neutral is authorized to conduct both joint meetings and separate private caucuses with the Parties.

(vi) The Neutral's Views

Any opinions or recommendations of the Neutral shall not be binding on the Parties.

(vii) Termination of Procedure

The Parties agree to participate in the mediation for at least four (4) hours (unless terminated earlier by the Neutral). After that time, either of the Parties may leave the mediation at any time. The Parties agree not to take any action in relation to the dispute prior to the conclusion of a five (5) day post-mediation period that commences on the day after the conclusion of the mediation.

(viii) Fees of Neutral; Disqualification

The fees of the Neutral shall be shared equally by the Parties. The Neutral shall be disqualified as a witness, consultant, expert or counsel for either Party with respect to the matters in dispute and any related matters.

(ix) Confidentiality

The mediation is confidential, and no stenographic, visual or audio records shall be made. All conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the mediation by either the Parties, their agents, employees, representatives, or other invitees and by the Neutral (who will be the Parties' joint agent for the purposes of the mediation) are confidential. Any conduct, statements, promises, offers, views and opinions shall not be discoverable or admissible for any purposes, including impeachment in any litigation or other proceedings involving the Parties, and shall not be disclosed to anyone, not an agent, employee, expert, witness, or representation of either of the Parties; provided, however, that evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the mediation.

ARBITRATION

36. It is the Parties' intention that any dispute between them should be settled amicably, by consultation, negotiation, and mutual agreement. If agreement cannot be obtained after good faith efforts by all Parties concerned, the Parties agree that the dispute shall be resolved by submission to final and binding arbitration in accordance with the provisions of this Article, and not by commencement of proceedings in a court of law. The following procedure shall be followed:

- i) A Dispute Notice will be delivered if there is any dispute respecting the interpretation of any provision of this Agreement or of the performance or non-performance of any act governed by this Agreement, then the matter under dispute shall be referred to arbitration utilizing the provisions of the *Arbitration Act (Ontario)*.
- ii) Any matter referred to arbitration shall be heard by a single arbitrator, if the Parties agree upon one.
- iii) If the Parties to the arbitration cannot agree to one single arbitrator within ten (10) days from the date notice requesting arbitration is given by a Party requesting arbitration (the "First Notice Period"), each Party to the arbitration may appoint an arbitrator within 10 (10) days from the expiration of the First Notice Period (the "Second Notice Period").
- iv) On the expiration of the Second Notice Period, the arbitrators appointed (the "Board of Arbitration") shall choose amongst themselves a person to act as "Chairperson" of the Board of Arbitration.
- v) The decision of the Board of Arbitration shall be final and binding on the Parties thereto and their respective heirs, executors, administrators and assigns.
- vi) In the event that an arbitrator appointed hereunder shall refuse to act or fails to carry out his or her duties hereunder (a "Defaulting Arbitrator"):
 - a) If the Defaulting Arbitrator is a nominee of a Party to the arbitration, such Party may appoint a substitute arbitrator; and
 - b) If the Defaulting Arbitrator is a Chairperson, the remaining members of the Board of Arbitration may appoint a member of the Board of Arbitration to act as Chairperson, or may apply to a court pursuant to the provisions of the *Arbitration Act (Ontario)* to appoint an arbitrator, independent of all Parties to the arbitration or their nominees as Chairperson.
- vii) Each of the Parties to the arbitration shall be entitled to submit a proposal to the Board of Arbitration respecting the matter at issue, and shall be entitled to make written representation to the Board of Arbitration regarding any matter relevant to the arbitration. Such representations shall be provided to the other Parties at the same time as they are made to the Board of Arbitration, and such other Parties shall have a right to submit within ten (10) days of receipt of such representations, written comments thereon or responses thereto to the Board of Arbitration and the other Parties.
- viii) The Board of Arbitration shall have the power to require that the Parties to the arbitration shall present oral submissions to the Board of Arbitration in regard to any matter relevant to the arbitration.
- ix) The Board of Arbitration may determine its own procedure subject to the terms of the submission by the Parties to the arbitration.
- x) The Board of Arbitration shall be entitled to consult with and accept the opinion of such expert or experts as it may deem advisable, and shall have unrestricted access to all books of account and records of the Corporation provided that the Board of Arbitration shall first be required to agree in writing to maintain the confidentiality of such books, records and documents.
- xi) The Board of Arbitration shall make its decision within thirty (30) days of being fully constituted and shall submit a full and complete written report setting out its

decision and the grounds therefore in reasonable detail, such report to be delivered to the Parties to the arbitration forthwith upon its completion.

- xii) The decision of a majority of the Board of Arbitration so appointed shall be final and binding upon the Parties to the arbitration and shall not be subject to appeal except where such appeal is permitted by law.
- xiii) The Board of Arbitration shall have the authority to make an award of costs against one or more Parties to the arbitration as it deems appropriate.

SUCCESSORS AND ASSIGNS

37. This Agreement shall inure to the benefit of and be binding on the Parties hereto, their administrators, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective authorized signing officers.

THE CORPORATION OF
THE CITY OF LONDON

TRACY SATCHELL
PROFESSIONAL CORPORATION

Matt Brown, Mayor*

Tracy Satchell, DVM*

Catherine Saunders, City Clerk*

*I/We are authorized to bind the City/Agency.

LIST OF SCHEDULES TO AGREEMENT

- Schedule "A" – City Contracted Veterinarian's Hours of Service
- Schedule "B" – Animal Care and Veterinary Services and Programs
- Schedule "C" – Discretion of Extent of Care
- Schedule "D" – Expectations of High Volume Spay/Neuter Program
- Schedule "E" – Companion Animal Hospital Facility Operation/Upkeep
- Schedule "F" – Freedom of Information and Protection of Privacy

Schedule "A"

City Contracted Veterinarian's Hours of Service, Leaves and Scheduling Requirements

Weekly service schedule:

- 1) Within London Animal Care Centre and/or the Companion Animal Hospital or combination thereof a normal work week shall be thirty-five (35) hours consisting of five (5) seven (7) hour normal work days (Monday to Friday) commencing at 8:30 am and ending at 4:00 pm or 4:30 pm, with 30 minutes or one (1) hour off for lunch. Lunch breaks are unpaid. Companion Animal Hospital hours of operation must be posted and will not be changed without 1 month advance notice and consent of the City of London.
- 2) The hours of service will not include and Statutory Holidays or days that City Hall is closed.

Vacation Leave:

The Veterinarian will receive (3) three weeks paid vacation calculated at the same rate as the hourly service fee for the thirty-five (35) hours per week, plus HST.

Education Leave:

The Veterinarian will receive (1) one week paid leave for Continuing Education, calculated at the same rate as hourly service fee for the thirty-five (35) hours per week, plus HST.

Shared Hours with "Locum Veterinarian(s)":

- 1) The Veterinarian when preparing for a vacation or continuing education leave shall make arrangements with a Locum Veterinarian to cover the agreed upon hours of service as set out in Schedule "A" to ensure that there are no breaks in service at the municipal shelter and companion animal hospital. Payment to the Locum when providing coverage to the Veterinarian for the allotted vacation periods and allotted continuing education period will be at the expense of the City.
- 2) With the exception of a sick leave the Veterinarian agrees to arrange the scheduling of Locum Veterinarian(s) for all other leaves not mentioned in 1) above. For all other leaves not mentioned in clause 1) above the payment of service to the Veterinarian will cease during the leave and will be redirected by the City to the Locum Veterinarian.
- 3) The Locum Veterinarian(s) will receive remuneration in the same amount as the Veterinarian based on a per hour calculation of the agreed upon annual total cost of service.
- 4) The Locum Veterinarian(s) will provide services as per the prescribed regulations of the mobile license held by the Veterinarian through College of Veterinarians of Ontario. While the Locum Veterinarians provide services in lieu of the Veterinarian they will assume all responsibilities of the Veterinarian as set out in this agreement and will be accountable for their own actions with no impact on the Veterinarian holding the mobile licence in the event of any error or oversight.

Schedule "B"
Animal Care and Veterinary Care Services and Programs

- Examination
- Assessments
- Diagnosis
- Short term treatment
- Long term treatment
- Vaccinating
- Spaying/Neutering
- Micro-chipping
- Ear tipping
- Disease Prevention programs
- Pain Management
- Euthanasia to end suffering
- Owner education of animal care
- Staff education of animal care

1) The Veterinarian will provide care to domestic animals sheltered by the Poundkeeper. The extent of care at intake will be limited to:

- Examination
- Assessment
- Diagnosis
- Short term treatment/pain management
- Vaccinating, deworming, flea medication
- Euthanasia to end suffering

2) The Veterinarian and/or her personnel will conduct "daily rounds" within the shelter to monitor the overall herd health.

3) Following the redemption period and upon ownership of the Poundkeeper the extent of the care may broaden as set out in Schedule "C".

4) For cats entering the Companion Animal Hospital through the City of London's Trap Neuter Return (TNR) Program or a future "Shelter Neuter Return" (SNR) program the extent of care may be limited to:

- Examination
- Assessment
- Diagnosis
- Short term treatment/pain management
- Vaccinating
- Spaying/Neutering
- Micro-chipping
- Ear tipping
- Euthanasia to end suffering

5) Should cats or dogs through a City operated subsidized spay/neuter program be directed to this facility by the City, the extent of care through the program may include:

- Examination
- Assessment
- Vaccinating
- Spaying/Neutering/pain management
- Micro-chipping

Schedule "C"
Discretion of Extent of Care

Principles:

Care and medical procedures to successfully integrate a new pet into a family setting, ensuring that they have a happy and healthy life.

Care and medical procedures to successfully integrate a community cat into a colony.

Care and medical procedures to relieve pain or suffering to any sheltered animal within the municipal pound.

Enhanced medical treatment/procedures will be at the discretion of the Veterinarian recognizing program budget limitations. Treatment/procedures may include but are not limited to:

- Vaccination at intake (Distemper-Adenovirus Type 2 Parainfluenza-Parvovirus, Feline Rhinotracheitis-Calici-Panleukopenia-Chlamydia, Bordatella Intranasal), and Rabies vaccinations for "adoptables"
- Parasite treatment, including Strongoid T, revolution, Advantage, Milbemax, Panacur, Droncit, Marquis
- Upper Respiratory Infection (URI) treatment
- Kennel Cough
- Probiotics
- Snap tests – parvo, FIV, FeIV
- Fecal tests
- Fluid treatment (sub q)
- Eye and Ear treatments
- Anus prolapse
- Wound repair
- Cuterebra removal (larva)
- Lump removal
- Eye enucleation
- Cherry eye repair
- Hernia repair
- Canine influenza titre
- Urinary issues
- Skin issues
- Manageable Bone fractures (splint/wrap/sling whenever possible)
- Ringworm
- Pain management during recovery
- Microchip

Schedule "D"
Expectations of High Volume Spay/Neuter Program

In keeping with the agreement between the City of London and Petsmart Charities Canada there is an expectation for London Animal Shelter Services to meet various target numbers related to the volume of spay and neuters of the course of a five year period commencing with the signing of the agreement with the Veterinarian.

The target numbers are as follows:

Year #1 – 2270 spay or neuter surgeries

Year #2 – 2670 spay or neuter surgeries

Year #3 – 3470 spay or neuter surgeries

Year #4 – 3770 spay or neuter surgeries

Year #5 – 3845 spay or neuter surgeries

The Veterinarian in collaboration with City of London Animal Services management, team and partners will work to achieve the Petsmart target numbers, but in no way will the sole responsibility be on the Veterinarian. With every effort being made, should the number of spay or neuter surgeries completed fall short of the target, this would not be considered a breach of this contract on the part of the Veterinarian. It will however be the responsibility of the Veterinarian to report to the City the number of spay and neuters surgeries conducted monthly for monitoring purposes. Should the Veterinarian decide that additional hours of service are required to better achieve the target numbers of the high volume spay and neuter program, the Veterinarian may increase the work week service hours by up to five (5) hours per week. The remuneration for the increased hours will be paid at the same hourly rate as the normal thirty-five (35) hour work week.

SCHEDULE "E"
Companion Animal Hospital Facility Operation/Upkeep

Responsibilities of the Veterinarian:

- 1) Maintain the inventory of all medical and non-medical care supplies, medicines, drugs that would be obtained via veterinary or medical suppliers and/or vendors, including the ordering of, and subsequent related monthly invoicing to the City
- 2) Maintain all Veterinary records for the City as per College of Veterinarians of Ontario regulations
- 3) Supervision and workload distribution of all Veterinary Technician(s) and care staff within the Companion Animal Hospital.
- 4) At the discretion of the Veterinarian the hiring and/or acceptance of services offered by students and volunteers is permitted, and as such the Veterinarian assumes the responsibility of training, scheduling and management of these individuals.
- 5) Administering disease/illness prevention policies/procedures established by the Veterinarian
- 6) Administering the cleaning procedures and maintenance specific to veterinary equipment and/or supplies established by the Veterinarian
- 7) Administering safety procedures related to animal handling, use of veterinary equipment and/or supplies, sharps, handling of biological waste established by the Veterinarian
- 8) Reporting any concerns related to the leasehold, lease space, or equipment (medical or non- medical) to the City

Responsibilities of the City:

- 1) Maintain the inventory of all non-medical office supplies that would be obtained via City Stores or through a City vendor arranged by the City's Purchasing Division
- 2) Maintain all City owned or leased equipment
- 3) Computer security and usage policy
- 4) Maintain Companion Animal Hospital lease and leasehold, and related utilities
- 5) Contracting of the cleaning service(s) and waste removal
- 6) Provide WHMIS and First Aid training
- 7) Maintain City records, hard copy and/or electronic
- 8) Maintain and implement the policies, procedures and statistical data related to the City's Animal Services Programs (eg. TNR and Subsidized Spay/Neuter Program)
- 9) Facility and Equipment repair or maintenance requests

Shared Responsibilities:

- 1) Scheduling of the Veterinary Services offered via the City programs (eg. TNR and Subsidized Spay/Neuter Program)

SCHEDULE "F"
Freedom of Information and Protection of Privacy

1. In this Schedule:
 - (a) "City Information" means General Information and Personal Information:
 - (i) provided by the City to the Veterinarian in relation to this Agreement;
 - (ii) collected by the Veterinarian in relation to this Agreement; or
 - (iii) derived by the Veterinarian from General Information and Personal Information provided under subsection 1(a)(i) or collected under subsection 1(a)(ii);
 - (b) "The Veterinarian Information" means General Information and Personal Information, except City Information, provided the Veterinarian by to the City in relation to this Agreement;
 - (c) "General Information" means recorded information that is not Personal Information; and
 - (d) "Personal Information" means recorded information about an identifiable individual, including,
 - (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
 - (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
 - (iii) any identifying number, symbol or other particular assigned to the individual,
 - (iv) the address, telephone number, fingerprints or blood type of the individual,
 - (v) the personal opinions or views of the individual except if they relate to another individual,
 - (vi) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
 - (vii) the views or opinions of another individual about the individual, and
 - (viii) the individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.
2. All City Information shall remain the sole property of the City and any part of it or all of it shall be given by the Veterinarian to the City within 5 business days of:
 - (a) the City's written request; or
 - (b) the termination or expiry of this Agreement.
3. Except for law enforcement purposes and in accordance with this Agreement, the Veterinarian shall, when collecting City Information that is Personal Information:
 - (a) limit its collection of the information to that which is necessary for it to comply with this Agreement;
 - (b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and
 - (c) identify the purpose for which the information is collected to the individual at or before the time of collection.
4. The Veterinarian shall retain all City Information in a manner that protects its security and confidentiality.
5. Except:
 - (a) with the consent of the individual; or
 - (b) for law enforcement purposes and in accordance with this Agreement, the Veterinarian shall not use City Information that is Personal Information for purposes other than that for which it was collected.

6. Except for law enforcement purposes and in accordance with this Agreement, the Veterinarian shall not disclose City Information in any manner whatsoever without the prior approval in writing of the City.
7. The Veterinarian shall not destroy any City Information which is held in either paper or electronic records.
8. Subject to all applicable legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, the City may disclose:
 - (a) any part of or all the Veterinarian Information; in relation to this Agreement.