



Contract 3380P

Shelter Operation and Animal Control Services

1. Introduction

The City of Richmond proposes to engage the services of a qualified contractor to provide one of the following (to be determined based on analysis of submissions):

1. Animal shelter services as well as routine maintenance through the City's existing shelter facility located on a portion of 12071 No. 5 Road in Richmond for a period of two years*.
2. Animal shelter *and control* services as well as routine maintenance through the City's existing shelter facility located on a portion of 12071 No. 5 Road in Richmond for a period of two years**.

The objective of this request for proposal is to provide the City with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

2. Submission Details

Three (3) copies of proposals marked "**Shelter Operation and Animal Control Services - Contract 3380P**" addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 4:00pm, Local Time on Monday, October 20, 2008. Submissions received after this time will be returned to the sender.

The City reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.

Proposals may be withdrawn by written notice only provided such notice is received at the office of the City's Purchasing Section prior to the date/time set as the closing time for receiving proposals.

Proposals shall be open for acceptance for 90 days following the submission closing date.

* *Please see Attachment "A" for more details on portion of property to be used by contractor.*

All proposals will remain confidential, subject to the Freedom of Information and Protection of Privacy Act (BC).

Any interpretation of, additions to, deletions from, or any other corrections to the Proposal document, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Proponents to check with the City of Richmond's Website, and / or BC Bid to ensure that all available information has been received prior to submitting a proposal.

Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

3. Enquiries

3.1 Clarification of terms and conditions of the proposal process shall be directed to:

Purchasing

Kerry Lynne Gillis
Buyer II - Contracting Specialist
Purchasing Section
City of Richmond

Telephone: 604-276-4135
E-mail: purchasing@richmond.ca

3.2 Technical clarification shall be directed to:

Technical

Jodie Shebib
Supervisor Community Bylaws
Community Bylaws
City of Richmond

Telephone: 604-247-4642
E-mail: jshebib@richmond.ca

The City, its agents and employees shall not be responsible for any information given by way of verbal communication.

Any questions that are received by City of Richmond Staff that affect the Proposal Process will be issued as addenda by the City of Richmond.

4. Negotiations

4.1 The award of the contract is subject to negotiations with the lead proponent including, but not limited to the following:

- a) Changes or work refinements in the service requirements or scope of work proposed by the proponent,

- b) Price – if directly related to a change or refinement in the proposal scope of work proposed by the proponent,
 - c) Specific contract details as deemed reasonable for negotiation by the City of Richmond.
- 4.2 If a written contract cannot be negotiated within 60 days of notification to the lead proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the lead proponent and either enter into negotiations with the next qualified proponent or cancel the RFP process and not enter into a contract with anyone.

5. Project Background

The City of Richmond requires a contractor to provide *either* animal shelter services or animal shelter services and animal control/regulation services on behalf of the City. The submissions received by the City will be evaluated to determine which of the two options is most appropriate. The contractor will operate out of the current animal shelter located on a portion of 12071 No. 5 Road in Richmond.

The contractor will report directly to the Manager, Community Bylaws and will be responsible for ensuring the complete execution of contract services.

6. Project Scope

Contractor Duties

The successful proponent (Contractor) will be responsible for all of the following duties, which include but are not limited to:

- provide daily cleaning of all shelter, kennel and specified land areas, food and water bowls, hallways and equipment; collection and proper disposal of animal refuse, manure or other animal waste;
- provide shelter services, including feeding, boarding and exercise, for animals strayed, abandoned or otherwise deposited to their care from within the City of Richmond;
- provide humane treatment of all animals while in shelter; provide basic first aid services, including licensed veterinary care, at the Contractor's expense for all sick and injured animals;
- ensure that all veterinarian services shall be provided by qualified personnel licensed by the British Columbia Veterinary Medical Association;

- provide humane destruction of animals as required in cooperation with a licensed veterinarian in a manner that conforms with the BC Veterinary Medical Association;
- disposition of any animal carcasses as required in a timely manner;
- maintain the following hours of operation of the animal shelter for the public:
 - Monday to Friday; 10:00am to 6:00pm
 - Saturday and Sundays; 9:00am to 5:00pm;
- maintain accurate records of all activities, business transactions, monies received and monies paid out in the performance of this agreement; such records shall include but not be limited to:
 - a 'Call Log' to be used for recording all general complaints;
 - a 'Found Log' to be used for recording all animals found;
 - an 'Animal Log' to be used for recording all animals surrendered for adoption, for humane destruction and animals impounded;
 - a 'Dog Licence Log' to be used for recording all dog licences sold by the contractor;
 - a list of all other monetary transactions taking place at the shelter;
- provide a monthly operations report in a manner acceptable to the Director of Finance and the Manager, Community Bylaws outlining all licence fees, impound fees, boarding fees, adoption fees, spay/neuter fees, destruction fees, number and type of complaints received, number of dogs impounded, number of dogs claimed, number of dogs sold, number of dogs destroyed and number of any other animals processed, and the monthly remittance of 50% of all licence fees collected to be granted to the City;
- maintain adequate security for impounded animals including the operation and maintenance of a monitored security system for the City's shelter;
- provide maintenance and repairs to the building in accordance with Schedule B - *Chart of Services for Building Maintenance*, included with this Request for Proposal;
- maintain, at the contractor's expense, comprehensive general liability and property damage insurance which includes coverage for injury to, loss or death of any animal in the custody of the contractor; for a minimum amount of \$5,000,000.00 and including the City as additionally insured;
- provide, upon execution of an agreement, a performance security or deposit for a minimum of \$20,000.00, in a form acceptable to the City and to be maintained for the term of the agreement and 30 days beyond any expiry or termination;

- maintain adequate staff levels to ensure all services outlined in the contract are provided in an efficient and professional manner; all staff members to be uniformed and carrying identification cards acceptable to the City; staff members not acting in the best interests of the City will be removed from duty in Richmond at the City's request and
- respond, on a call out basis, to after hours emergencies involving domestic animals.

The Contractor may also be responsible for the following, in addition to the above noted items:

- provide, during regular hours of operation, pick up and seizure for injured, stray, dangerous or dead domestic animals within the City of Richmond;
- provide incineration services, specific tasks to be determined;
- provide active enforcement, where required, of the *Animal Control Regulation Bylaw No. 7932*, the *Dog Licensing Bylaw No 7138* (available on-line at http://www.richmond.ca/_shared/assets/Bylaw_7932434.pdf) http://www.richmond.ca/_shared/assets/Bylaw_7138435.pdf) and amendments thereto, including the issuance of violations under the *Municipal Ticket Information Authorization Bylaw No. 7321* (available on-line at http://www.richmond.ca/_shared/assets/bylaw_7321455.pdf) and amendments thereto;
- provide a minimum of one (1) dedicated, animal control vehicle equipped with a two-way radio communication, together with a base station, telephone recorder and other in-vehicle equipment necessary to conduct animal control services in a humane and safe manner;
- liaise with the British Columbia Society of Prevention of Cruelty to Animals (BC SPCA) in order to address animal cruelty issues coming to the contractors attention which fall under the BC SPCA's jurisdiction.
- maintain access to a dedicated, animal control vehicle of sufficient size and capacity to transport large animals in a humane and safe manner;
- respond to complaints regarding injured or dangerous wildlife.

7. City Provided Items

The City will provide use of its animal shelter facility on a portion of 12071 No. 5 Road, and will assume responsibility for all structural improvements and repairs to the building in accordance with Schedule B - *Chart of Services for Building Maintenance*, included with this Request for Proposal.

8. Pre-Bid Meeting/Facility Tour

There will be a pre-bid meeting conducted on October 6, 2008 at 6:30pm, with sign-in attendance forms. Potential Bidders are asked to meet at 12071 No 5 Road Richmond, BC. The City strongly encourages all potential proponents to attend this session. No other sessions will be organised or arranged for this project.

9. Term of Contract

The City anticipates that the term of the contract developed from this Request for Proposal will be a two-year period, with the possibility to extend the term for two additional one-year periods to a maximum term of four years.

10. Proposal Submissions

All proponents are required to provide the following information with their submissions, and in the order that follows:

- A corporate profile of their firm outlining its history, philosophy and target market.
- A detailed listing of animal shelter operation and animal control experience.
- A description of the contractor's understanding of the project objectives/outcomes and vision, and how these will be achieved.
- A detailed work methodology explaining each project task including what will be expected of both the contractor and the City with respect to each task.
- Team Composition – a complete listing of all key personnel who will be assigned to this work. This will include their relevant experience, qualifications for this work, roles and responsibilities, leadership, etc., in addition to their availability for this work.
- A detailed proposal of what will be delivered, including the expected outcome and benefits to the City of Richmond.
- A complete definition of the process that will be employed to meet the objectives of this project, e.g., approach to be taken, feasibility and market study, etc.
- Two separate price methodologies, one for animal shelter operations, and a second for animal shelter operations *combined* with animal control services during regular operating hours. Each price methodology needs to include: a time allotment on a calendar month basis, for each identified resource you propose to employ to carry out the work; supplemented with a detailed schedule of monthly

fees for staff or resources as outlined in Schedule 'A'. These rates shall form the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed.

- A call out rate for Emergency after hours calls requiring contractor attention.
- A minimum of three (3) client references from projects or contracts of a similar size and scope.

11. Working Agreement

The successful proponent will enter into a contract for services with the City based upon the information contained in this request for proposal and the successful proponents submission and any modifications thereto.

Proponents may include their standard terms of engagement.

12. Evaluation Criteria

Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria:

- Understanding of project objectives/outcomes and vision.
- Project Methodology.
- Team Composition – Experience and Qualifications of those staff to be assigned to the project.
- Project Deliverables.
- Value for Money.
- References.
- Interview (if required).

Attachment "A"
Arial Photo of 12071 No 5 Road

Portion outlined in red to be utilised by the contractor.



Schedule 'A'

Contract 3380P

City of Richmond
Shelter Operation & Animal Control Services

Selected Staffing / Resources & Relative Costs

			Monthly Average	
Shelter Operation				
Staffing	Position	FTE	Cost	Average Callout Rate / Hr
	Manager		\$	\$
	Supervisor		\$	\$
	Patroller		\$	\$
	Staff		\$	\$
	Other (Detail)			
			\$	
			\$	
			\$	
			\$	

Resources	Vehicles	#	\$	\$
	Base Radio	#	\$	

Animal Control Services				
Staffing	Position	FTE	Cost	Average Callout Rate / Hr
	Supervisor		\$	\$
	Patroller		\$	\$

Resources	Vehicles	#	\$	\$
	Patrol Radio	#	\$	
	Patrol Equipment		\$	
	Other (Detail)			
			\$	
			\$	
			\$	
			\$	



Note: Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.
Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender No.

3380P

A Quotation/Proposal/Tender is not being submitted for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> Specifications are not sufficiently defined | <input type="checkbox"/> Cannot quote/tender a firm price at this time |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender. |
| <input type="checkbox"/> Quantity too small | <input type="checkbox"/> We are unable to competitively quote/tender at this time. |
| <input type="checkbox"/> Quantity too large | <input type="checkbox"/> We do not have facilities to handle this requirement |
| <input type="checkbox"/> Quantity beyond our production capacity | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> Cannot meet packaging requirements | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments	Firm Name	
	Address	
	City	
	Province Postal Code	
	Telephone Number	



This Operating Agreement dated the 1st day of February, 2009

BETWEEN:

CITY OF RICHMOND,
6911 No. 3 Road
Richmond, British Columbia V6Y 2C1

("City")

AND:

Successful Proponent

("Contractor")

WHEREAS:

The City requires the provision of animal control and the operation of an animal shelter and associated services on a portion of 12071 No. 5 Road, Richmond, British Columbia, on property owned by the City and having the following legal description (see attachment "a" for more detailed information):

P.I.D. 013-082-531
Parcel "A" (Reference Plan 15624) of Parcel "J" (Reference Plan 8114)
North East Quarter Section 12 Block 3 North Range 6 West
New Westminster District

("Shelter Property")

The City issued a Request for Proposal XXXX and Addenda ("RFP"); and

The Contractor is willing and prepared to deliver the services described herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$10.00 (ten dollars) paid by the City to the Contractor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. Definitions

1.1 For the purposes of this Agreement:

“City” means the City of Richmond;

“domestic animal” means any domesticated or tamed animal that is typically kept as a pet, including, without limitation, cats, dogs, rabbits, birds, ferrets and weasels;

“domestic farm animal” means farm animals typically kept for farm purposes, including, without limitation, cows, horses, sheep, goats, chickens, pigs, and llamas, but does not include domestic animals;

“statutory holiday” has the same meaning as in the *Employment Standards Act* of British Columbia and any amendments thereto; and

undefined terms in this Agreement shall be interpreted consistently with the *Community Charter*, S.B.C. c. 26; the *City’s Animal Control Regulation Bylaw* No. 7932; and the *City’s Dog Licencing Bylaw* No. 7238, and any amendments thereto.

2. Term of Agreement

To be established

2.1 This Agreement may be terminated by either party upon delivering at least eight (8) weeks’ notice in writing to the other party at the address shown on the first page of this Agreement, or such shorter time and in such a manner as may be mutually agreed upon in writing by the parties.

2.2 If in the opinion of the City, acting reasonably, the Contractor has breached a material term of this Agreement, the City may notify the Contractor in writing of such breach and require it to be remedied within a certain time period. If the Contractor has not rectified the breach to the satisfaction of the Manager of Community Bylaws within the period identified in the notice, the City may terminate this Agreement in writing immediately and without further notice.

3. Contractor’s Duties and Responsibilities:

3.1 The Contractor shall be responsible, at its own expense, for the following:

Animal Control Services

- (a) between the hours of 10:00 a.m. and 6:00 p.m. Monday through Friday, and between 9:00 a.m. and 5:00 p.m. on Saturday and Sunday, except on statutory holidays, provide for:
- i. patrol in all areas of the City for animal control and enforcement of related bylaws, with concentrated patrols for high incidence problem areas as may be identified or determined by the City, in consultation with the Contractor, from time to time;
 - ii. pick up and seizure of injured, stray or dangerous **domestic animals** or **domestic farm animals** and for removal of dead animals within the City and for transportation and delivery of such animals in a humane and safe manner as appropriate and necessary in the circumstances;
 - iii. active enforcement of the following bylaws of the City, and issuance of tickets as circumstances may warrant:

Animal Control Regulation Bylaw No. 7932;

Dog Licensing Bylaw No. 7138;

13. Municipal Ticket Information Authorization Bylaw No. 7321;

and any amendments thereto;

- (b) respond to complaints regarding injured or dangerous wildlife, picking up and transporting injured or dangerous wildlife, where practicable, in a safe and humane manner for care, impoundment, rehabilitation or disposal as necessary or appropriate in the circumstances;
- (c) invoke enforcement of the *Prevention of Cruelty to Animals Act* of British Columbia and Regulations and amendments thereto as circumstances may warrant; and report to the B.C. Society for the Prevention of Cruelty to Animals any potential cases of cruelty or neglect that come to the attention of the Contractor or the City;
- (d) provide at least one (1) vehicle dedicated for animal control pursuant to this Agreement that is equipped with a two-way radio communication, together with a base station, telephone recorder and other in-vehicle equipment necessary for the purposes of this Agreement, including, without limitation, maintaining access to at

least one dedicated animal control vehicle of sufficient size and capacity to transport large animals in a humane and safe manner;

1. Animal Shelter Services

- (e) provide, maintain and staff a fully equipped animal shelter at the Shelter Property for animals located within the City that have strayed, been abandoned, or otherwise delivered to the Contractor;
- (f) make the animal shelter available to the public between the hours of 10:00 a.m. and 6:00 p.m. Monday through Friday, and between 9:00 a.m. and 5:00 p.m. on Saturday and Sunday, except on statutory holidays;
- (g) receive, impound and hold for claiming by the owners, any animal delivered to the shelter by City employees, bylaw enforcement officers, and residents of the City;
- (h) provide two (2) dedicated kennels, plus food and water, for receipt of seized or stray animals delivered by the City's bylaw enforcement officers beyond the hours of operation outlined in paragraph 3.1 (f) herein;
- (i) clean the shelter on a daily basis, including all shelter and kennel areas, hallways and equipment, food and water containers; and collect and properly dispose of animal refuse, manure, or other animal waste;
- (j) provide for humane treatment of all animals delivered to the shelter, including, without limitation,
 - i. basic first aid services;
 - ii. licensed veterinary care as appropriate for all sick or injured animals; and
 - iii. feeding, boarding and exercise for animals who remain in the shelter;
- (k) dispose of unclaimed animals by adoption or by humane destruction;
- (l) when an animal is to be destroyed, ensure each destruction is carried out in cooperation with or under the supervision of a licensed veterinarian in a manner that conforms to the standards of the B.C. Veterinary Medical Association;
- (m) provide for hygienic storage, incineration or other disposal of animal carcasses in accordance with any applicable laws;

- (n) ensure that any and all veterinarian services are provided by a person licensed by and in good standing with the B.C. Veterinary Medical Association for that service or services;
- (o) maintain adequate security for impounded animals, including without limitation the operation and maintenance of a monitored security system for the shelter;
- (p) provide building maintenance services as outlined in Appendix A, Chart of Services for Building Maintenance, attached to and forming part of this Agreement;
- (q) at the time that the amounts become due and owing,
 - i. pay property taxes, municipal utility rates, permit and licence fees, and other municipal fees to the City;
 - ii. pay telephone, electric, gas or other utility bills and garbage collection fees to the respective service providers; and
 - iii. pay for other operating expenses as necessary;

2. Records

- (r) maintain accurate records of all activities, business transactions, monies received and monies paid out in the performance of this Agreement; such records to include, but not be limited to:
 - i. log reporting all general complaints (“Call Log”);
 - ii. log reporting all animals found (“Found Log”);
 - iii. log describing all animals impounded, surrendered for adoption, or for destruction (“Animals Log”); and
 - iv. log identifying all dog licenses sold by the Contractor (“Dog Licence Log”);
- (s) provide a monthly operations report to the City, in a manner acceptable to the Director of Finance and the Manager of Community Bylaws, identifying:
 - i. all revenue, fees and charges collected for impounding, boarding, adoption, spaying or neutering, destruction;
 - ii. total licence fee revenue amounts for the previous month; 50% to be remitted to the City on a monthly basis;
 - iii. number and type of complaints communicated to the Contractor;
 - iv. number of dogs claimed, impounded, sold, and destroyed; and
 - v. number of any other animals processed pursuant to this Agreement.

3. Staffing

- (t) employ sufficient personnel and maintain adequate staffing levels to ensure all services pursuant to this Agreement are carried out in an efficient and professional manner;
- (u) ensure all staff members are uniformed in such a way to identify themselves clearly with the Contractor and the service, and carry identification cards acceptable to the City;
- (v) ensure any and all persons hired by the Contractor as animal control officers are certified by the Justice Institute of British Columbia as having successfully completed the Bylaw Enforcement and Investigative Skills program, or equivalent combination of experience and training as determined by the City's Manager of Community Bylaws; and
- (w) comply with all Provincial and Federal laws relating to employees and volunteers, and in particular, without limitation, any requirements of the Workers' Compensation Board of B.C., for the term of this Agreement.

3.2 The Contractor agrees to:

- (a) conduct itself professionally and with integrity, so as not to embarrass or discredit the City, throughout the performance of the duties and obligations established in this Agreement; and
- (b) conduct all public relations and customer service in a neutral and respectful manner.

4. Sale of Dog Licenses and Remittance of Fees

4.1 The Contractor shall be responsible for arranging for dog licensing and selling decals and for collecting fees for the issuance of dog licenses for impounded and unlicensed dogs upon release to their owners and in relation to dogs released for adoption.

4.2 The Contractor shall:

- (a) ensure that the City's Dog License Application Form is completed for each dog licensed or decal sold;
- (b) submit the completed Dog Licence Application Form to the City on a monthly basis, along with the Statement of Account;

- (c) make available to the City, on request, completed Dog Licence Application Forms and unsold dog licenses and decals; and
- (d) forward to the City fifty percent (50 %) of licence revenues collected or received for dog licenses on a monthly basis, along with the Statement of Account.

5. Security

5.1 Upon execution of this Agreement, the Contractor shall provide the City with security for performing the services of this Agreement in the amount of at least \$20,000 (twenty thousand dollars) in the form of an irrevocable letter of credit in accordance with Appendix B to this Agreement (City Standards for Acceptable Letters of Credit), to be maintained for the term of this Agreement and for at least 30 days beyond its expiry or termination otherwise.

6. Insurance

6.1 The Contractor shall obtain and maintain comprehensive general liability and property insurance in the amount of at least \$5,000,000 (five million dollars) inclusive per occurrence for bodily injury and property damage, and at least \$5,000,000 (five million dollars) for personal injury per occurrence. The policies shall cover all premises and operations necessary or incidental to the performance of this Agreement; and shall include, but not necessarily be limited to:

- a) contractual liability assumed under this Agreement;
- b) cross liability clauses;
- c) automobile liability for vehicles owned, leased, hired or borrowed by the Contractor;
- d) owner's protective liability; and
- e) contingent employer's liability for operations of sub-contractors;

6.2 The City may require that a dedicated limit of the Contractor's professional liability policy be allocated to cover the Contractor's work while contracted by the City.

6.3 The City, its officers, officials and employees shall be added as an additional insured under the Contractor's comprehensive general liability insurance. All such insurance provided by these policies shall be primary regardless of any insurance or self-insurance that may be enforced at the time of any loss or claim that insures the City, its officers, officials, and employees.

- 6.4 All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- 6.5 Prior to the commencement of the services hereunder, the Contractor shall file with the City a certified copy of each insurance policy and certificate required and provide copies of renewals. All such insurance shall be maintained until final completion of the service.

7. Release and Indemnity

- 7.1 The Contractor hereby releases the City, its officials, employees, agents, servants and representatives from all costs, losses, damages, liabilities, costs, expenses, and reasonable legal fees, including those caused by personal injury, death, property damage, loss and economic loss and including arising from or allegedly rising from, suffered or experienced by the Contractor, its officers, employees, servants, agents, volunteers, assigns, or persons for whom the Contractor has assumed responsibility, in connection with its or their performance of services, duties or obligations under this Agreement, operation of its vehicles or activities related to animal control or shelter or the Shelter Property.
- 7.2 The Contractor hereby agrees to indemnify the City from and against all costs, losses, damages, liabilities, expenses and reasonable legal fees caused by any acts, omissions, negligence, breach of contract or other legal wrong of the Contractor, its officers, employees, servants, agents, volunteers, assigns, or persons for whom the Contractor has assumed responsibility, in connection with its or their performance of services, duties or obligations under this Agreement, operation of its vehicles or activities related to animal control or shelter or the Shelter Property.

8. Compensation

- 8.1 The City agrees to pay to the Contractor for services and obligations performed under this Agreement the following amounts:
- (a) amounts to be determined.
- 8.2 In the event of termination under section 2.2 or 2.3, the amount of payment owing to the Contractor shall be prorated to reflect the work actually performed to the date that termination takes effect.
- 8.3 Once each month, no sooner than the first business day of each month, commencing February 1, 2009, the Contractor shall submit a written

statement of account to the City that indicates the period covered and that provides:

- (a) a detailed summary of hours worked during the previous month;
 - (b) number of licenses sold at the Shelter Premises during the previous month and remittance of fifty percent (50 %) of the total dog licence fees collected;
 - (c) Contractor's GST registration number;
 - (d) the amount of GST or other tax charged on each transaction; and
 - (e) City's Purchase Order number.
- ("Statement of Account").

8.4 The fee portion of the Statement of Account must indicate the period covered and must show the amount of GST charged.

8.5 The City agrees to make payments to the Contractor within ten (10) business days of receiving the Statement of Account.

9. Revenues

9.1 The Contractor shall have, throughout the term of this Agreement, exclusive receipt, management and control of the following sources of revenue:

- (a) fifty percent (50 %) of dog licence revenues collected or received for licensing and releasing an impounded or adopted dog to an owner;
- (b) all revenues derived from or related to the incineration or other disposal of animals; and
- (c) all revenues from charges for impoundment, maintenance, storage, spaying, neutering, surrender and charges related to the adoption of animals, including any increases to those charges implemented during the term of this Agreement;

10. Independent Contractor & WCB Coverage

10.1 The Contractor is an independent contractor and no agency, joint venture, association, partnership or employee-employer relationship arises between the City and the Contractor, or between the City and any of the Contractor's officers, employees, servants, agents, sub-contractors, volunteers or representatives as a result of this Agreement.

- 10.2 The Contractor hereby waives all rights, claims and entitlements whatsoever that may be afforded to employees of the City pursuant to the City's Group Life Insurance Plan, Long Term Disability Plan, Dental Plan, or any other plans or arrangements that confer benefits. Without limiting the generality of the foregoing, all payments required of an employer to the Federal or Provincial government or to the Contractor's employees, whether under legislation related to income tax, employment insurance, Canada Pension Plan, Workers Compensation, superannuation, or other Provincial or Federal laws, and other payments that may be required by law, shall be the sole responsibility of the Contractor and not the City.
- 10.3 The Contractor shall comply with all applicable requirements of the Workers' Compensation Board of British Columbia ("WCB") including, without limitation, any requirement to procure and carry or cause to be procured and carried and paid for, at its own expense, full WCB coverage for itself and all workers, employees, servants and others engaged in the services, duties and obligations under this Agreement. The City shall have the unfettered right to set off the amount of any unpaid premiums and assessments for such WCB coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Agreement until the WCB premiums, assessments or penalties in respect of the work done or services, duties or obligations performed in fulfilling this Agreement have been paid in full.
- 10.4 The Contractor confirms that it is, if required by law, registered and in good standing with the WCB and all assessments have been paid in full prior to the City having any obligation to pay monies under this Agreement. If requested by the City's Manager of Community Bylaws, the Contractor shall provide the City with the Contractor's WCB registration number and a letter from the WCB confirming that the Contractor is registered in good standing with the WCB and that all assessments have been paid to the date thereof. The Contractor shall release, indemnify and hold harmless the City from all manner of claims, demands, costs, losses, sanctions and penalties and proceedings arising out of or in any way related to unpaid WCB assessments owing from any person or corporation engaged in the performance of this Agreement.

11. Assignment & Subcontracting

11.1 The Contractor shall not, without obtaining the prior written consent of the City, duly executed, transfer or assign this Agreement or any obligation, right or privilege under it, which the City may arbitrarily or unreasonably withhold.

11.2 The Contractor shall not be relieved of any terms, obligations or duties under this Agreement by entering into a sub-contract.

12. Shelter Property

12.1 This Agreement entitles the Contractor to occupy and use the Shelter Property for the purposes of providing the services and carrying out the duties and obligations of this Agreement during the term of this Agreement.

12.2 This Agreement does not transfer or convey any interest in land. In particular and without limiting the generality of the foregoing, the Contractor may not rent or lease or allow residential or other occupation of any part of the Shelter Property beyond the terms of this Agreement unless prior written consent is obtained and formally executed by the City.

13. Confidentiality

13.1 The Contractor shall not, without first obtaining the express consent of the City in writing, provide or disclose to any other person any information provided by the City, specifically proprietary, sensitive, personal or confidential information or information developed as a result of the performance of this Agreement. All information provided to the Contractor or developed by the Contractor pursuant to this Agreement shall be returned to the City upon termination of this Agreement.

13.2 The Contractor acknowledges that the City is subject to the *Freedom of Information & Protection of Privacy Act* of British Columbia, and that the Contractor is a “service provider” within the meaning of that Act and as such, is subject to that Act.

14. Related Companies

- 14.1 The Contractor shall not, during the term of this Agreement, perform a service for or provide advice to any person, (including without limitation a firm or corporation) where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Contractor to the City under this Agreement and the obligations of the Contractor to such other person.

15. Notices

- 15.1 Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered or if sent by prepaid courier or by regular mail to the addresses of the parties described on the first page of this Agreement, or to such other addresses that may be specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered by courier, on the second business day after the courier is retained and if by mail, on the fourth business day after the date of mailing.

16. General

16.1 This Agreement:

- (a) may be amended or modified upon mutual agreement in writing and executed by both parties;
- (b) shall enure to the benefit of and be binding on the parties, notwithstanding any rule of law or equity to the contrary;
- (c) constitutes the entire agreement between the parties and no representations, warranties, terms or conditions are valid other than those expressed or implied herein, and any collateral agreements are not binding upon the City unless made in writing and executed by the City; and
- (d) shall be governed and construed in accordance with the laws of British Columbia.

- 16.2 Any opinion which the City is entitled by virtue of this Agreement to form may be formed on behalf of the City by the General Manager responsible for Community Bylaws, or his or her delegate, in which event the opinion of the City is determinative for the purposes of this Agreement.

- 16.3 Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party whenever the context so requires or allows.
- 16.4 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
- 16.5 No consent or waiver, express or implied, by a party to a breach or default by the other party shall be deemed or construed to be a consent to or waiver of any subsequent breach or default in the performance by such other party hereunder. Failure by a party to object or to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute consent or waiver by such party of its rights under this Agreement.
- 16.6 If any schedule, section, subsection, paragraph, sentence or phrase in this Agreement is for any reason held to be invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
- 16.7 The Contractor acknowledges that it has had the opportunity of obtaining independent legal advice, has reviewed this Agreement carefully and fully understands its contents and effects.
- 16.8 Nothing in this Agreement affects the City's rights and powers in the exercise of its statutory functions under its statutes, bylaws, resolutions, orders and regulations, all of which may be fully exercised in relation to the services and to the lands and improvements described herein as if this Agreement did not exist.
- 17.8 It is the express intention of the City and the Contractor that the granting of this License will not create between the City and the User a landlord and tenant relationship. This License is contractual only and transfers no interest in real property to the User.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF RICHMOND by its
Authorized Signatories:)

_____)

_____)

The Corporate Seal of
☼ was affixed in the presence of:)

_____)

Authorized Signatory)

_____)

Authorized Signatory)

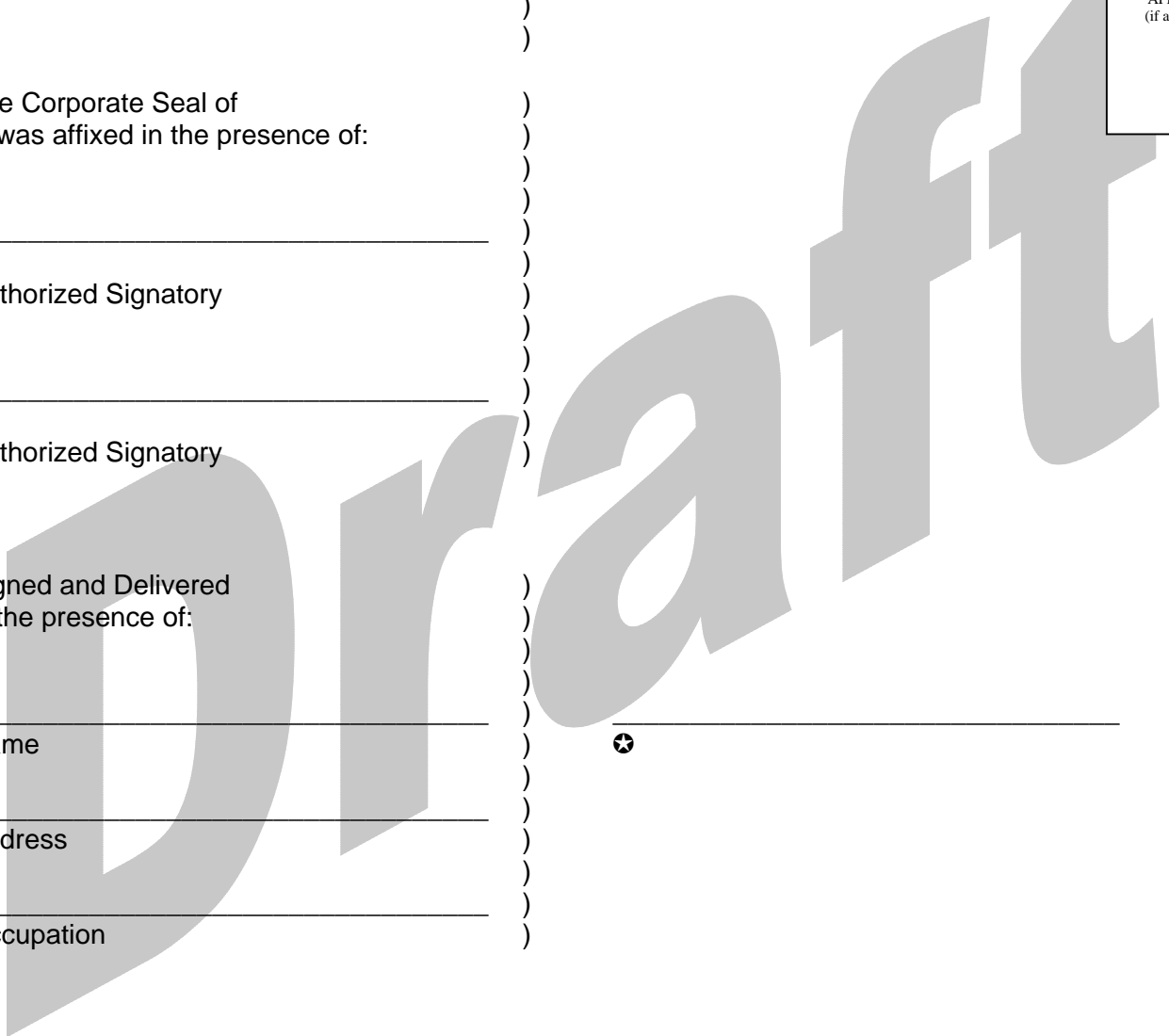
Signed and Delivered
in the presence of:)

Name)

Address)

Occupation)

CITY OF RICHMOND
APPROVED for content by originating dept.
APPROVED for form by Purchasing dept.
DATE OF COUNCIL APPROVAL (if applicable)



☼

Schedule B
Chart of Services for Building Maintenance:

This Chart defines the building maintenance responsibilities of both the City of Richmond and the Animal Shelter Contractor for the Animal Shelter Facility.

Activity	Who is Responsible		
	City of Richmond	Animal Shelter Contractor	Other (to be determined by the City)
BUILDING			
1. Exterior Building :			
• painting		X	
• graffiti removal		X	
• wall repair		X	
• roofing inspection & repair	X		
• window/glazing repair		X	
• window/glazing replacement		X	
• door locks & hardware		X	
• keys cutting maintenance		X	
• signage			
• free standing		X	
• attached		X	
• gutter cleaning		X	
• window/skylight cleaning(fall restraint protection required)		X	
• window/skylight cleaning (no fall restraint protection)		X	
• pressure washing		X	
• sidewalk maintenance			
• stairs		X	
• entrances & railings		X	
• ramps		X	
• snow removal		X	
• ice removal		X	
• pressure washing		X	
• ladders (attached)		X	
• access hatches		X	
• fall restraint systems		X	
• plumbing			
• backflow preventor maintenance		X	

Activity	Who is Responsible		
	City of Richmond	Animal Shelter Contractor	Other (to be determined by the City)
• ponds & fountains		N/A	
• architectural features (canopies, etc.)		X	
• landscaping		X	
• bike racks		X	
• benches & picnic tables		X	
• garbage cans		X	
• litter pick up		X	
2. Parking Lot and Driveways:			
• lighting		X	
• snow and ice removal		X	
• curbs		X	
• line painting		X	
• pavement		X	
• signage		X	
• sweeping		X	
3. Interior Building:			
• painting - major		X	
• painting – touch up		X	
• glazing repair		X	
• glazing replacement		X	
• window/skylight cleaning (fall restraint protection required)		X	
• window/skylight cleaning (no fall restraint protection required)		X	
• flooring maintenance (except cleaning)		X	
• carpet extraction		X	
• flooring replacement		X	
• large appliances/equip		X	
• small appliances		X	
• office equipment		X	
• racquet courts		N/A	
• weight room equip.		N/A	
• fixed gym equipment		N/A	
• score clocks/consoles		N/A	
• furniture		X	

Activity	Who is Responsible		
	City of Richmond	Animal Shelter Contractor	Other (to be determined by the City)
• sports equipment		X	
• play equipment		X	
• walls and partitions		X	
• ceiling systems		X	
• planters		X	
• door locks and hardware		X	
• millwork (counters, cabinets, chair rails, display cases)		X	
• toilet and change room partitions		X	
• signage		X	
• change room benches		X	
• lock & cash structures		X	
• baby change tables		X	
• window coverings		X	
• telephone system		X	
• P.A. & sound system		X	
• data wiring system		X	
4. HVAC Systems:			
• hydro & gas budgets		X	
• DDC system		X	
• HVAC major repairs		X	
• HVAC major inspections		X	
• HVAC (filters & belts)		X	
• HVAC PM's		X	
• pumps		X	
• energy management		X	
5. ELECTRICAL			
• power systems (including transformers and generators)		X	
• electrical (including lamp replacement)		X	
6. PLUMBING			
• plumbing system piping (interior/exterior)		X	
• plumbing fixtures		X	
7. LIFE & FIRE SAFETY			
a. Security Systems			

Activity	Who is Responsible		
	City of Richmond	Animal Shelter Contractor	Other (to be determined by the City)
• annual PM		X	
• monthly reports		X	
• duress system		X	
• staff training		X	
• monitoring cost		X	
• CCTV		X	
• magnetic door locks		X	
• panel replacement		X	
• panel maintenance		X	
b. Fire Alarm System			
• fire extinguishers		X	
• suppression system		X	
• sprinkler system		X	
• mag. door closers		X	
• roll down shutters		X	
• fire safety plan		X	
• staff training		X	
• exit alarms		X	
• annual inspection		X	
• fire drills		X	
c. Emergency Lights			
• annual		X	
• monthly		X	
• staff training		X	
• exit lights		X	
d. Emergency Power Generator			
• annual test		X	
• monthly test		X	
• staff training		X	
• U.P.S. system		X	

Activity	Who is Responsible		
	City of Richmond	Animal Shelter Contractor	Other (to be determined by the City)
8. COMMON PROPERTY			
• fence		X	
• playground equipment		X	
• Irrigation system		X	
• landscape		X	
• outdoor furniture		X	
• elevator, loading dock		X	
• tenant space		X	
• annual strata fee		X	
• garbage P.U		X	
• recycling		X	
MISC.			
• janitorial cleaning		X	
• key cutting - operational needs		X	
• office moves		X	