

The Corporation of the Municipality of Brockton



By-Law 2019-082

Being a By-Law to Authorize the Signing of an Agreement With the Corporation of the Municipality of South Bruce and the Corporation of the Municipality of Arran-Elderslie for a Shared Contractual Animal Control and By-Law Enforcement Officer

Whereas The Council for the Corporation of the Municipality of Brockton deems it expedient to enter into an agreement with the Corporation of the Municipality of South Bruce and the Corporation of the Municipality of Arran-Elderslie with respect to a shared contractual Animal Control and By-Law Enforcement Officer;

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enter into an agreement with the Corporation of the Municipality of South Bruce and the Corporation of the Municipality of Arran-Elderslie which is attached as "Schedule A" and forms part of this By-Law;
- 2.0 The execution by the Mayor and Clerk of said agreement dated July 9, 2019, between the Corporation of the Municipality of Brockton, and the Corporation of the Municipality of South Bruce and the Corporation of the Municipality of Arran-Elderslie is hereby authorized, ratified, and confirmed.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "Animal Control By-Law Enforcement Officer Shared Services Agreement By-Law".

Read, Enacted, Signed and Sealed this 9th day of July, 2019.

Mayor – Chris Peabody

Clerk – Fiona Hamilton

Schedule A to By-Law 2019-082

This Agreement made as of this day of 2019

Between

**The Corporation of The Municipality Of Brockton
(hereinafter referred to as “Brockton”)**

Of The First Part

-And-

**The Corporation of The Municipality Of South Bruce
(hereinafter referred to as “South Bruce”)**

Of The Second Part

-And-

**The Corporation of The Municipality Of Arran-Elderslie
(hereinafter referred to as “Arran-Elderslie”)**

Of The Third Part

Whereas Brockton, South Bruce and Arran-Elderslie are desirous of obtaining a shared contractual Animal Control and By-Law Enforcement Officer; and,

Whereas Brockton, South Bruce and Arran-Elderslie are agreeable to entering into a shared service agreement for the provision of a contractual Animal Control and By-Law Enforcement Officer (the “Agreement”);

Now Therefore This Agreement Witnesseth That in consideration of Brockton, South Bruce and Arran-Elderslie approving the said proposed Agreement and the covenants hereinafter expressed, the parties hereto covenant and agree on with the other as follows:

1. Brockton shall employ an Animal Control/By-law Enforcement Officer (the “Officer”) who will provide Animal Control and By-law Enforcement services (the “Services”) to South Bruce and Arran-Elderslie.
2. For the purposes of this Agreement, the Services shall mean the performance of duties of the position of the Officer as listed in Appendix “A” attached hereto.
3. The Services provided to South Bruce and Arran-Elderslie shall not exceed seven and a half (7.5) hours per week unless expressly approved by the Chief Building Official and/or Chief Administrative Officer/Clerk for South Bruce or Arran-Elderslie. Also, the hours of service shall not extend outside of regular business hours unless expressly approved by the Chief Building Official and/or Chief Administrative Officer/Clerk for South Bruce and Arran-Elderslie.
4. Any required training shall be determined by Brockton and the expense of such training shall be paid by Brockton.
5. Brockton shall provide the Officer with all equipment, material and supplies needed to perform the Services, as determined by Brockton in its shared sole discretion.
6. South Bruce and Arran-Elderslie agree to pay Brockton an annual fee of \$12,000.00 for the 7.5

hours of Services to be billed on a monthly basis, with any additional hours to be billed at the rate of \$30.00 per hour and added to the monthly invoice. Payment will be due within thirty (30) days of each monthly invoice.

7. The Officer shall be required to use a personal vehicle when providing the Services. The Officer shall track all mileage within each of Brockton, South Bruce and Arran-Elderslie and shall be compensated for any such mileage. Brockton shall invoice South Bruce and Arran-Elderslie for the mileage incurred by the Officer within those municipalities on each monthly invoice.
8. In the event that Brockton does not have a qualified Officer in its employ (for example, a resignation where recruitment has not yet been completed) or the person so employed is unable due to illness, vacation or other cause to perform the duties of the Officer, Brockton shall not be required under the terms of this Agreement to provide the Services to South Bruce and Arran-Elderslie and alternate coverage shall be arranged. South Bruce and Arran-Elderslie shall not be required to make any payments for the period of time in which Brockton is not able to provide the Services.
9. Brockton disclaims any responsibility for liability from the performance of the Services assigned to the Officer by South Bruce, Arran-Elderslie or their representatives.
10. This Agreement shall be for a term of two (2) years from the date of execution by all parties.
11. This Agreement shall continue in force from the date hereof, unless terminated by not less than thirty (30) days prior notice in writing to the other party to this Agreement by the party desiring to terminate this Agreement.
12. This Agreement and everything contained herein shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns.

In Witness Whereof the parties hereto have affixed their Corporate Seals attested by the hands of their proper officers.

Signed, Sealed and Delivered In the presence of:

The Corporation of The Municipality Of Brockton

Mayor - Chris Peabody

Clerk - Fiona Hamilton

The Corporation of The Municipality Of South Bruce

Mayor - Robert Buckle

CAO/Clerk - Leanne Martin

The Corporation of The Municipality Of Arran-Elderslie

Mayor - Steve Hammell

CAO/Clerk - Peggy Rouse