

# The Corporation of the Municipality of Brockton



## By-Law 2020-105

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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 Brockton for a Shared Contractual Animal Control and By-Law Enforcement Officer

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**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 with respect to a shared contractual Animal Control and By-Law Enforcement Officer;

**And Whereas** the Corporation of the Municipality of Brockton entered into an agreement with the Corporation of the Municipality of South Bruce and the Corporation of the Municipality of Arran-Elderslie on July 9, 2019 and wishes to amend the agreement;

**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 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 September 20, 2020, between the Corporation of the Municipality of Brockton, and the Corporation of the Municipality of South Bruce is hereby authorized, ratified, and confirmed.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 That By-Law 2019-082 be hereby repealed and replaced.
- 5.0 This By-Law may be cited as the "Updated Animal Control By-Law Enforcement Officer Shared Services Agreement By-Law".

**Read, Enacted, Signed and Sealed this 22nd day of September, 2020.**

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Mayor – Chris Peabody

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Clerk – Fiona Hamilton

**Schedule A to By-Law 2020-105**

**This Agreement made as of this 22nd day of  
September, 2020**

**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**

Whereas Brockton and South Bruce entered into an Agreement for a shared contractual Animal Control and By-Law Enforcement Officer as of July 9, 2019;

Whereas Brockton and South Bruce are desirous of entering into a new agreement to confirm the number of hours of service the Animal Control and By-Law Enforcement Officer will provide to each of Brockton and South Bruce;

Now Therefore in consideration of Brockton and South Bruce 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.
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 shall not exceed eleven (11) hours per week unless expressly approved by the Chief Building Official and/or Chief Administrative Officer/Clerk for South Bruce. 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.
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 agrees to pay Brockton a weekly fee of \$330.00 for the eleven (11)

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 Brockton and South Bruce and shall be compensated for any such mileage. Brockton shall invoice South Bruce for the mileage incurred by the Officer within South Bruce 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 South Bruce shall be responsible for making alternate arrangements for coverages of the Services. South Bruce 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 or its representatives.
10. This Agreement shall be for a term beginning on September 30, 2020 and expiring on July 9, 2021 unless terminated by the parties in accordance with the subsequent paragraph.
11. This Agreement shall continue in force as of September 30, 2020, 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 enure to the benefit of and be binding upon the parties hereto, their successors, agents 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**

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Mayor - Chris Peabody

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Clerk - Fiona Hamilton

**The Corporation of The Municipality Of South Bruce**

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Mayor - Robert Buckle

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CAO/Clerk - Leanne Martin