The Corporation of the Town of South Bruce Peninsula

By-Law Number 25-2017

Being a By-Law to Authorize the Mayor and Clerk to Sign a Service Agreement with the Municipality of Northern Bruce Peninsula for the Provision of By-Law Enforcement and Animal Control Services

Whereas Section 8 of the Municipal Act, 2001, SO 2001, c.25, as amended, provides that Section 8 shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

And whereas Section 9 of the Municipal Act, 2001, SO 2001, c.25, as amended 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 Town of South Bruce Peninsula has within their employ a By-Law Enforcement/Animal Control Officer;

And whereas the Municipality of Northern Bruce Peninsula wishes to provide By-Law Enforcement and Animal Control services to its residents;

And whereas the Council of the Corporation of the Town of South Bruce Peninsula is desirous of entering into a service agreement with the Municipality of Northern Bruce Peninsula for the provision of By-Law Enforcement and Animal Control services.

Now therefore the Corporation of the Town of South Bruce Peninsula enacts as follows:

1. That the Mayor and Clerk are hereby authorized to sign a service agreement with the Municipality of Northern Bruce Peninsula for the provision of By-Law Enforcement and Animal Control services.

2. That the agreement referred to herein shall be attached hereto and form part of this by-law.

3. That any by-law inconsistent with this by-law is hereby repealed and replaced.
4. That the agreement referred to in this by-law will come into full force and effect in accordance with the terms contained therein.

Read a first and second time this 21st day of March, 2017.

[Signatures]

Read a third time and finally passed this 21st day of March, 2017.

[Signatures]
Service Agreement for the Provision of
By-Law Enforcement and Animal Control Services

Between

The Municipality of Northern Bruce Peninsula,
hereinafter referred to as NBP of the first part;

And

The Town of South Bruce Peninsula,
hereinafter referred to as SBP of the second part.

Whereas the Municipality of Northern Bruce Peninsula and the Town of South Bruce Peninsula are desirous of sharing Municipal By-Law Enforcement and Animal Control personnel;

And whereas SBP employs a By-Law Enforcement/Animal Control Officer on a contract basis;

And whereas NBP wishes to purchase By-Law Enforcement/Animal Control services from SBP.

Now therefore in consideration of the services and remuneration set forth herein, both parties agree as follows:

1. Employee

1.1 SBP shall provide NBP with an employee two days per week. The employee will work in SBP the remaining three days per week.

1.2 When the employee is absent due to vacation, sickness, personal or other reasons, SBP will not provide another employee to cover the absent employee. SBP will not be required to compensate NBP in any manner including providing alternative employment days for any time lost due to vacation, sickness or personal absences.

1.3 It is understood that while the employee is working for each municipality, the employee will be under the supervision of that municipality.

1.4 Each municipality will be responsible for setting down what type and level of enforcement and animal control services will be provided in accordance with the by-laws of each municipality.
2. **Office Space, Telephone, Supplies**

Necessary office space, stationery, telephone, internet, etc. is to be provided by each individual municipality at their cost and is not part of this service agreement.

3. **Hours of Work**

3.1 It is understood that the normal working hours are Monday to Friday from 8:30 am to 4:30 pm. The employee will leave SBP at 8:30 am and will return to SBP by 4:30 pm. During specific events, summer hours, and when called to perform Animal Control duties, the hours of work for the employee may be flexible to allow for weekend coverage and coverage for hours outside of the normal working hours subject to SBP policies. Any time spent outside of normal office hours performing duties for NBP will be treated as built up time in accordance with SBP policies. Any built up time as a result of NBP work will be deducted from the hourly working commitment to NBP.

3.2 Where it is necessary for the employee to attend meetings, special events or provide training or other services within the purview of by-law enforcement and animal control, the municipalities agree that they will come to agreement as to the share of hours in any particular week.

4. **Liability**

The contract employee is deemed to be an employee of SBP for the purpose of compensation, wages, Occupational Health and Safety and WSIB and other applicable legislated regulations, as the case may be.

5. **Legal Costs**

Each municipality will be responsible for their own legal or court costs which may occur as a result of by-law enforcement or animal control fines, tickets or offences.

6. **Vehicle and Insurance**

6.1 SBP will continue to provide a vehicle for the provision of by-law enforcement and animal control services. The vehicle will be registered, licensed, plated and insured in the name of South Bruce Peninsula and will be used in accordance with SBP policies and practices.
6.2 While NBP provided compensation during the first year of the contract for the purchase of a vehicle, it is understood that the vehicle will remain in the ownership of SBP at the end of the agreement. NBP will not be compensated in any way for any residual value, if any, of the vehicle.

7. Animal Control Holding Facility

Each municipality will make their own arrangements for animal control holding facilities and will be responsible for payment for the holding facility services.

8. Term and Termination

8.1 This agreement shall remain in full force and effect for a period of one (1) year beginning April 1, 2017 and ending March 31, 2018.

8.2 Both parties agree that any instances of gross negligence by either party shall give the right to the affected party to terminate this agreement immediately.

8.3 SBP will not be responsible for provision of services to NBP should NBP not wish to work with the employee provided by SBP.

8.4 Either party may terminate this agreement without cause upon giving 6 (six) months written notice one party to the other.

9. Fees for Services

9.1 In consideration of payment for vehicle fuel, vehicle maintenance, animal control supplies, cell phone usage, insurance, wages, benefits, clothing, conventions, seminars and training and memberships, NBP will pay to SBP $37,025 for the year.

9.2 An administrative charge in the amount of $1,500 per annum will be paid by NBP to SBP. This administrative charge will be over and above the fees for service outlined in Section 9.1 above.

10. Payment Schedule and Method

10.1 SBP will invoice NBP monthly for the services provided.
10.2 The annual fee in accordance with this agreement or any negotiated annual budget will be invoiced in twelve equal instalments.

11. Notice

Any notice required or permitted to be given pursuant to this agreement shall be given to the address indicated.

11.1 Town of South Bruce Peninsula
315 George Street, PO Box 310
Wiarton ON N0H 2T0

11.2 Municipality of Northern Bruce Peninsula
56 Lindsay Rd 5, RR 2
Lion’s Head ON N0H 1W0

Either party may at any time, designate by written notice to the other party, a change in the above address but such change shall be binding upon the party to whom it is sent only from and after the date of receipt by such party.

In witness whereof, the parties hereto have hereunder set their hands and seals.

Municipality of Northern Bruce Peninsula

Mayor

Date

Clerk

Date

We have the authority to bind the Corporation

Town of South Bruce Peninsula

Mayor

March 21, 2017

Date

Clerk

March 21, 2017

Date

We have the authority to bind the Corporation