

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES
(hereinafter referred to as "Fort Frances")

- and -

CORPORATION OF TOWNSHIP OF ALBERTON
(hereinafter referred to as "Alberton")
collectively referred to herein as the "Parties"

REGARDING: Provision of specific Dog By-Law Enforcement Services by Fort Frances to Alberton

The Parties hereto acknowledge and agree as follows:

1. Council for the Township of Alberton wishes to engage, and Fort Frances agrees to provide, bylaw enforcement services from Town of Fort Frances related to vicious dogs at large and/or dog attacks which occur in Alberton.
2. Alberton Municipal Office staff will receive all dog-related calls from residents and will forward only those calls related to vicious dogs at large and/or dog attacks to Fort Frances by-law enforcement staff. Notification of need for service shall be provided by Alberton to Fort Frances by-law enforcement staff by telephone followed by confirming email.
3. The services to be provided to Alberton by Fort Frances by-law enforcement staff shall include response to complaints of vicious dogs at large and/or dog attacks as is deemed necessary and expedient by the Fort Frances by-law enforcement officer, and providing written reports to Alberton on complaints received and actions taken on behalf of Alberton.
4. Alberton confirms the authority of the Fort Frances by-law enforcement officer shall include all actions deemed necessary by the said officer to respond to the call for service, which specifically include authority for immediate impounding of a dog, laying of charges under the *Dog Owners Liability Act*, attending in court for prosecution, and issuing an order for and/or arranging for an animal to be put down (euthanized).
5. The Fort Frances by-law enforcement officer shall provide to Alberton written reports identifying steps taken for Township information and records. Updates on response(s) in progress will be provided to Alberton in order that it is aware of and apprised of matters.
6. Fort Frances acknowledges that Alberton receives few calls related to vicious dogs and, therefore, Alberton's requirement for service is expected to be sporadic.
7. The Parties agree that the cost for such services shall be as set out on Schedule "A" attached hereto and that such costs may be updated with the agreement of both Parties.

DATED this _____ day of December, 2020.

THE CORPORATION OF THE TOWN OF FORT FRANCES

CORPORATION OF THE TOWNSHIP OF ALBERTON

Per: _____
J. Caul, Mayor

Per: _____
Michael Ford, Reeve

Per: _____
E. Slomke, Clerk

Per: _____
Dawn Hayes, CAO/Clerk-Treasurer

WE HAVE AUTHORITY TO BIND THE CORPORATION

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SCHEDULE "A"
TO LETTER OF UNDERSTANDING REGARDING
DOG BY-LAW ENFORCEMENT SERVICES

The Parties hereto agree that the following specific terms regarding Dog By-Law enforcement services provided by Fort Frances to Albertain:

1. The provision of Services by Fort Frances to Albertain under this Letter of Understanding shall commence on Monday, January 4, 2021.
2. Services shall be provided on a one-year trial basis ending on January 3, 2022. Either or both of the Parties may decline to renew the Services for a further term with no further obligation to the other. The Parties may agree to extend the Services for such additional term as they desire and deem appropriate upon such terms and conditions as are mutually agreed.
3. The regular work hourly rate, including vehicle, during the initial one-year term shall be \$143.00 per hour plus HST, based on the 2021 charge-out rates for Public Works labour costs and half-ton trucks approved under Fort Frances Council Resolution #529, which shall be confirmed by by-law on December 14, 2020.
4. While it is expected that Services will be provided during regular work periods, where the responding Fort Frances by-law enforcement officer is required to work outside of the regular work period, the overtime total hourly rate of \$199.72 plus HST shall apply to such hours in place of the \$143.00 per hour plus HST rate cited in paragraph 3 above.
5. The animal control impound fee of \$84.00 and protective care fees of \$21.15 per day shall apply to such services provided by Fort Frances to Albertain, which rates are based on the 2021 rates approved under Fort Frances Council Resolution #529, which shall be confirmed by by-law on December 14, 2020.
6. Albertain shall be responsible for, and shall save Fort Frances harmless from, all costs and expenses related to the apprehension, harbouring and/or euthanasia of a vicious dog in Albertain, including medical expenses for vicious dogs captured, transported or harboured, and the cost of transport by Fort Frances of such dog to a local animal clinic for treatment or euthanasia at the rates set out in paragraphs 3 and 4 above.
7. In the event that a request is made by Albertain for preparation and provision to it of additional records and reports regarding Services, only one by-law enforcement officer shall perform such work and such work shall be charged to Albertain at the unapproved hourly rate of \$56.72 plus HST as approved under Fort Frances Council Resolution #529, which shall be confirmed by by-law on December 14, 2020.
8. The respective Councils for each of Fort Frances and Albertain shall approve an authorizing by-law to formally give effect to this Letter of Understanding and the Services, actions and costs contemplated in it.