

**Town of Wadena
Animal Control - Bylaw Enforcement**

THIS AGREEMENT made this 17th day of October, 2018

BETWEEN:

TOWN OF WADENA, PO Box 730, Wadena, SK S0A 4J0
in the Province of Saskatchewan,
(hereinafter referred to as the "TOWN")
- and -

ANDY LABDON, PO Box 4, Lintlaw, SK S0A 2H0
in the Province of Saskatchewan,
(hereinafter referred to as the "CONTRACTOR(S)")

CONTRACT FOR SERVICE

A. GENERAL

1. The Contractor agrees to provide bylaw enforcement services for the Town regarding animal control.
2. The Contractor agrees to provide the bylaw enforcement services for roughly eight (8) hours per week, those hours being governed by the Contractor but will generally be provided between the hours of 7:00 AM and 10:00 PM on the days chosen by the Contractor with input from the Town based on the needs of the community.
3. The Contractor agrees to provide on-call and call-out services to the Town when incidents or issues are reported and is also required to conduct regular patrols within the stipulated price of this contract.
4. The Town reserves the right to request to increase or decrease enforcement based on need and will negotiate enforcement requirements with the Contractor on an on-going and continual basis.
5. The Contractor will provide other services such inspecting various sites and reporting on animal activity, and making recommendations for containment or elimination.
6. It shall be to the Contractor's discretion as to whether or not attendance is required to properly remedy the incident. The Contractor is encouraged to work closely with the Town, the RCMP and other relevant partners where assistance or direction may be required.
7. In the event the Contractor cannot temporarily meet the duty requirements, the contractor is responsible for finding a suitable replacement that has been approved by the Town in writing.
8. The bylaw enforcement services will include the following:
 - a. Community engagement and education on the relevant bylaws in the Town;
 - b. Animal control including catching and trapping of "at large" cats, dogs, livestock and domesticated animals;
 - c. Handling of non-domestic animal disturbances such as crows, magpies, skunks, raccoons, etc.
 - d. Issuing of fines and following up on payment of fines, including orders to remedy, if needed;

B. SUPPLY

1. The Town will supply clothing to distinguish the Contractor as a “Bylaw Enforcement Officer”, that clothing to be, at a minimum, a shirt(s) or vest(s) identifying the Contractor as “Bylaw Enforcement Officer” and/or “Animal Control Officer” plus any other article of clothing deemed necessary through consultation between the Contractor and the Town, should the contractor possess such clothing as is deemed adequate by the Town, additional clothing need not be provided.
2. The Town will supply up to two magnetic vehicle signs to distinguish the Contractor’s vehicle as a “Bylaw Enforcement”, and/or “Animal Control”. Should the contractor possess signage or decals as is deemed adequate by the Town, additional signage need not be provided. If provide signage is damaged or lost replacement is at the Contractor’s own expense and may be deducted from their fee.
3. The Contractor will be supplying their cellular phone and laptop computer for use in checking the online licensing database during the course of duties and to prepare reports, and will make the cell phone number publicly available.
4. The Town shall lease to the Contractor on an “as needed” basis, the Town’s supply of cat traps and animal control equipment at negotiated rates for the term of the Contract. If equipment is damaged or lost replacement may be at the Contractor’s own expense and may be deducted from their fee. Should the contractor possess such equipment as is deemed adequate by the Town, the Town shall not be held liable to any damages to the Contractor’s own vehicles or equipment that may be cause while fulfilling duties under this Contract.
3. The Town will provide all tickets, warnings, and stationary required by the Contractor in providing the service.
5. The Contractor will be supplying their own enclosed, heated and air-conditioned vehicle, including licensing, insurance and gasoline to operate the vehicle, for the provision of service.
6. The Town will work with the Contractor to look into courses and training related to bylaw enforcement, payment for such courses to be negotiated on an as needed basis.
7. The Contractor will be responsible for ensuring they have and maintain a valid Town of Wadena Business License.
8. The Contractor will be covered under the Town of Wadena’s liability insurance while performing work for the Town under this contract and any amendments thereto.

C. INSPECTION, REPORT AND REMUNERATION

1. Accurate logs shall be kept and maintained by the Contractor submitted monthly on the first Monday of each month. The report is to contain a listing of files opened, ongoing progress of the files, and the status of the files.
2. Subject to the terms and conditions herein stated, the Town of Wadena agrees to pay the Contractor(s) a rate of \$600.00 per month payable bi-weekly beginning on the next regularly scheduled pay run after the contract signing date. Any services provided in in the first pay period shall be prorated based on the number of days of service in the period. Payment schedules may be amended from time to time at the sole discretion of the Town.

D. TERM OF CONTRACT

1. The term of the contract shall be for a six month trial period beginning on October 22, 2018 and expiring on April 22, 2019, or as may be negotiated or extended by mutual agreement.
2. The contract may be terminated by either party with 30 days written notice within the contract period, and without notice outside of the contract period.
3. The contract may be extended and/or amended by mutual agreement of both parties for purposes including but not limited to the provision of additional services and the remuneration for said services.

IN WITNESS WHEREOF the Contractor(s) hereto has hereunto set his/her hand on the _____ day of _____, 2018.

Andy Labdon, Contractor

IN WITNESS WHEREOF the Town has hereunto affixed its corporate seal attested to by its proper signing officers this _____ day of _____, 2018.

Ferne Hebig, CAO

Greg Linnen, Mayor

SEAL