

THE CORPORATION OF THE CITY OF KENORA

BY-LAW NUMBER 138-2005

A BY - LAW TO AUTHORIZE THE EXECUTION OF A PROSECUTION SERVICES CONTRACT BETWEEN THE CORPORATION OF THE CITY OF KENORA AND RICK STRAIN WITH RESPECT TO THE PROVISION OF PROSECUTION SERVICES IN RELATION TO PROSECUTION OF PART I AND PART II OF THE PROVINCIAL OFFENCES ACT

WHEREAS the Corporation of the City of Kenora and the Attorney General have entered into a Memorandum of Understanding with respect to Provincial Offences Act transfer of responsibilities to the City; and

WHEREAS it is deemed expedient to enter into a contractual agreement for the provision of Prosecution Services for the prosecution of matters under Part I and Part II of the Provincial Offences Act;

NOW THEREFORE the Council of the Corporation of the City of Kenora hereby enacts as follows:

1. **THAT** the City of Kenora enters into a Prosecution Services contract with Rick Strain for the provision of prosecution services regarding matters to be prosecuted under Part I and Part II of the Provincial Offences Act;
2. **THAT** this contract covers a time period commencing on October 1, 2005 and ending on December 31, 2006 with a one year renewable clause;
3. **THAT** the Mayor and Clerk of the Corporation of the City of Kenora are hereby authorized to execute the contract attached to and forming part of this By-Law as Schedule "A" between The Corporation of the City of Kenora and Rick Strain;
4. **THAT** this by-law shall take effect and come into force on October 1, 2005.
5. **THAT** By-Law #116-2004 is hereby repealed effective October 1, 2005.

**BY-LAW READ A FIRST & SECOND TIME THIS 24TH DAY OF OCT., 2005.
BY-LAW READ A THIRD & FINAL TIME THIS 24TH DAY OF OCT., 2005.**

THE CORPORATION OF THE CITY OF KENORA

.....**MAYOR**
David Canfield

.....**CLERK**
Joanne McMillin

SCHEDULE "A" BY-LAW NUMBER 138-2005

PROSECUTION SERVICES CONTRACT

- BETWEEN -

RICK STRAIN

- AND -

THE CITY OF KENORA

1.0 Contract for Services

The City of Kenora (hereinafter referred to as the City) hereby engages the services of Rick Strain (hereinafter referred to as the Municipal Prosecutor) for the provision of prosecution responsibility and duties regarding matters under Part I and Part II of the Provincial Offences Act as transferred from the Ministry of the Attorney General to the City of Kenora and in accordance with the Memorandum of Understanding entered into between the City and the Attorney General.

The Municipal Prosecutor shall undertake the specific tasks and activities as outlined in the attached Job Description and governed by the Standards as set out in Schedule 1 of the Memorandum of Understanding.

2.0 Assignment of Services

The Municipal Prosecutor shall not assign this agreement, or any part of this agreement, to any person without prior approval of the City's Customer Services Coordinator or the City Solicitor.

3.0 Term of Contract

This contract covers a time period commencing October 1, 2005 and ending December 31, 2006 with a negotiable option to renew for a further year. This agreement may be cancelled by either party with ninety (90) days written noticed.

Fees, Disbursements and Billing

The fees for these prosecution services will be at the rate of \$33.00 per hour charged for in-court time, preparation time, and travel time with no additional benefits. Eligible expenses for which the Municipal Prosecutor will be reimbursed include mileage, meals, accommodation and incidental expenses related to travel or services rendered. Mileage and meal expenses will be reimbursed at the rate set by the City for all City employees.

The Municipal Prosecutor shall invoice the City monthly and the invoice shall clearly indicate the services rendered, location at which the services were rendered, the number of hours of service provided and the expenses incurred to provide the services.

The invoice shall be paid upon the approval of the Customer Services Coordinator, or her designate. Cheques payable to Rick Strain, Kenora, Ontario.

4.0 Reporting / Supervision

The Municipal Prosecutor shall be supervised as necessary by the City Solicitor, while administrative functions will be supervised by and reported to the Customer Services Coordinator and all issues relating to court scheduling and statistics will be coordinated with the Provincial Offences staff.

5.0 Conflict of Interest

The Municipal Prosecutor shall disclose any conflict of interest as outlined in Section 2.5 of Schedule 1 of the MOU and shall swear the oath or affirmation as outlined in Section 2.4 of Schedule 1 of the MOU.

6.0 Entire Agreement

Subject to section 1.0 this agreement including the attached Job Description and Schedule 1 of the Memorandum of Understanding constitutes the entire Agreement between the parties and there are no other agreements, understandings, representations; either collateral or otherwise.

CITY OF KENORA

Per _____ MAYOR
D. Canfield

Per _____ CITY CLERK
J. McMillin

Per _____ MUNICIPAL
Rick Strain PROSECUTOR

Date