

This Agreement made in duplicate this ____ day of _____, 2021.

BETWEEN:

Municipal Law Enforcement Services
(Hereinafter called the “Contractor”)
OF THE FIRST PART

AND:

The Corporation of the Township of Horton
(Hereinafter called the “Township”)
OF THE SECOND PART

WHEREAS it is deemed expedient to enter into a contract between the Corporation of the Township of Horton and Municipal Law Enforcement Services within the municipal boundaries of the Corporation of the Township of Horton;

NOW THEREFORE the Municipal Council of the Corporation of the Township of Horton and Municipal Law Enforcement Services agree as follows:

1. GENERAL CONDITIONS:

1.1 Interpretation of phrases

(A) The word “CORPORATION” or “TOWNSHIP” or the expression “PART OF THE SECOND PART” shall be understood as referring to the Corporation of the Township of Horton.

(B) The word “CONTRACTOR” or the expression “PARTY OF THE FIRST PART” shall be understood to mean the person, partnership or corporation who has agreed to perform the work embraced in the contract, or to his, or their, legal representatives or to heirs or assigns.

2. TERM OF CONTRACT

The Township is entering into an agreement with the Contractor to carry out the required Bylaw Enforcement Services stated herein for a five-year contract period from October 31, 2021, to October 31, 2026. If agreeable to both the Contractor and the Township, this contract may be renewed annually, subject to the original terms and conditions and upon receipt of notice from the Contractor or the Township within 30 days prior to the expiration of the agreement.

3. INSURANCE

3.1 The Contractor shall take out and keep in force during the term of the contract a Comprehensive Policy of Public Liability and Property Damage insurance acceptable to the Corporation providing at least two million dollars (\$2,000,000.00) exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property and such policies shall name the Corporation as an additional insured thereunder and shall protect the Corporation against all

claims for all damage or injury including death to any person or persons and for damage to any property of the Corporation or any other public or private property resulting from, or arising out of, any act by his/her servants or agents during the execution of the contract and the Contractor shall forward certified copies of the policies or certificates thereof to the Township’s Chief Administrative Officer.

3.2 The Comprehensive Liability Insurance referred to in section 3.1 shall name the Corporation of the Township of Horton as one of the insured parties and shall cover the work to date of completion of the contract.

3.3 Proof of the above insurance shall be provided to the Township’s Chief Administrative Officer prior to commencement of the work and on each and every anniversary date of the policy during the life of contract with the Township.

3.4 The above insurance policy shall contain an endorsement to provide the Named Insured and Additional Insured with 30 days prior written notice of cancellation in whole or in part.

4. WORKPLACE SAFETY & INSURANCE BOARD (W.S.I.B.)

4.1 The Contractor shall at the time of entering into this contract with the Township, furnish to the Chief Administrative Officer a satisfactory clearance from W.S.I.B. stating that all assessment or compensation payable to the W.S.I.B. has been paid. The Contractor further agrees to maintain that good standing throughout the contract period, and the Township may, at any time during the performance of the work or upon the completion of such contract, require the Contractor to proof of continual satisfactory clearance.

5. COMPLIANCE WITH LAWS AND LICENSING

5.1 The Contractor will be responsible for a strict adherence to all Federal, Provincial, and Municipal statutes, regulations, by-laws, codes, and codes of professional conduct, and where applicable must obtain all permits and licenses.

6. REGULATION COMPLIANCE AND LEGISLATION

The Contractor shall ensure all services and products provided in respect to this contract are in accordance with and under authorization of all applicable authorities, Municipal, Provincial, and Federal legislation, including but not limited to:

- Provincial Offences Act and its regulations
- Police Services Act of Ontario and its regulations;
- Municipal Act and its regulations;
- Planning Act and its regulations
- Municipal By-laws (as specified)
- Pounds Act and its regulations;
- Animals for Research Act and its regulations;
- The Dog Owners' Liability Act and its regulations;

7. MODIFICATIONS TO CONTRACT

Any modifications to the contract between the Contractor and the Township shall be in writing, signed by the Township and the Contractor, or it shall have no effect and shall be void.

8. DISPUTE RESOLUTION

8.1 In the event of any dispute or claim arising between the Township and the Contractor as to their respective rights and obligations under the contract, either party may give the other written notice of such dispute or claim. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, then the Township and the Contractor shall have the right at any time to submit the particular matter to arbitration in accordance with Arbitrations Act, 1991, S.O. 1991 (Ontario). The third-party arbitrator shall be agreeable to both parties and any arbitration award rendered as a result of such arbitration shall be final and binding upon the Township and the Contractor.

8.2 All costs associated with the arbitration shall be shared equally by the Township and the Contractor.

9. CONDUCT OF CONTRACTOR'S EMPLOYEES

The Contractor agrees to employ only orderly and competent employees to do the work. The Township reserves the right to demand the removal of any Contractor's employees or contracted staff engaged in the contract if, in the Township's opinion, their conduct has been of an unacceptable nature.

10. PERFORMANCE

Any undue delays and/or costs incurred by the Township due to inefficiencies in performance on behalf of the Contractor shall be deemed to the responsibility of that Contractor and as such will be deducted from the invoiced payment amount.

11. MONIES DUE TO THE TOWNSHIP

All monies payable to the Township under the contract may be retained out of any monies due or which may become due from the Township to the Contractor under this or any other contract with the Township, or otherwise howsoever, or may be recovered from the Contractor or his/her surety in a court of competent jurisdiction as a debt due to the Township and the Chief Administrative Officer shall have full power to withhold any estimate or payment if circumstances arise which may indicate to them the advisability of so doing though the sum to be retained may be unascertained.

12. INDEMNIFICATION

12.1 The Contractor shall indemnify and save harmless the Township and its employees, officers and agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Township, its employees, officers or agents may suffer as a result of the negligence or breach of contract of the Consultant, its employees, officers or agents in the performance of this agreement. The Contractor agrees that the foregoing indemnify shall survive the termination of this agreement.

12.2 The Township shall indemnify and save harmless the Contractor and its employees, officers and agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Contractor, its employees, officers or agents may suffer as a result of the Contractor and its employees, officers and agents while acting in good faith and in the lawful execution of their duties while enforcing the by-laws. The Township agrees that the foregoing indemnify shall survive the termination of this agreement.

13. DEFAULT

13.1 If, at any time during the term of this contract, the Contractor fails to provide services as outlined in the agreement and in accordance with related Provincial legislation, this contract may be terminated by the Township.

13.2 Upon any default of the Contractor, the Township may notify the Contractor in writing that they are in default of their contractual obligations and instruct them to correct the default within ten (10) days immediately after receipt of such notice. If the Contractor fails to correct the default to the satisfaction of the Township within ten (10) days, the Township may terminate the contract.

13.3 Upon termination for default, payment will be withheld at the discretion of the Township.

13.4 The Contractor will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the Township in re-procuring and completing the work.

14. BANKRUPTCY AND CANCELLATION

If the Contractor becomes bankrupt or commits any act of insolvency or attempts to assign or otherwise dispose of this contract, or any part thereof, except as herein provided or should the work under this contract or any portion thereof be abandoned by the Contractor, the Township may terminate the contract.

15. NOTICES

Any notice to be given to the Contractor during the contract may be given by registered letter addressed to the Contractor and any such notice shall be deemed to be given in case of mailing at the time of mailing of such notice or in case of delivering at the time of delivery. Notice to the Township shall be given to the Chief Administrative Officer of the Township of Horton, at 2253 Johnston Road, Ontario, K7V 3Z8.

16. TERMINATION

The Township or the Contractor may terminate the contract, in whole or in part, by giving to the other party ninety (90) days' notice, in writing, by registered mail. The Township shall not be liable for any cost for such notice beyond the regular amount payable for the notice period.

17. FINANCIAL CONSIDERATION

17.1 The Township shall pay the Contractor for the services provided under this Agreement maintaining the present cost structure agreed upon in the initial contract in 2011.

17.2 The Contractor agrees to accept payment on a quarterly basis with the payment to be made within 30 days of receipt of an invoice for the most recent month.

17.3 The Contractor agrees to comply with all the terms of the contract documents and, upon acceptance by the Corporation, all terms of the contract documents will be binding on the Contractor, it or his/hers executors, administrators or successors.

18. SCOPE OF WORK

The Scope of Work of the Contractor to provide By-law Enforcement for the Corporation of the Township of Horton shall be performed promptly, neatly, carefully, thoroughly, efficiently and in adherence to any and all applicable laws and shall include the supply of all equipment, necessary buildings, land and personnel required to fulfill the responsibilities stated below.

To enforce all municipal by-laws as adapted by the Township from time to time and to prosecute with all due diligence all breaches of the said by-laws.

Under the direction of the Township, the Contractor shall respond to complaints or concerns regarding municipal bylaws. The Contractor will be responsible for investigation, reporting, resolving violations, issuing violation tickets and/or warnings and the collection of fees for municipal by-laws, including but not limited to:

- Animal Control
- Noise
- Parking
- Property Standards / Clean Yards / Zoning
- Waste Collection
- Burning

In addition to the above, the Municipality may wish to provide increased proactive enforcement based upon Council priorities.

18.1 General

- To promote By-law awareness and provide By-law enforcement through a combination of Proactive (Prevention – Education & Awareness) and Reactive activities in accordance with the objectives established by Council through the municipality’s contact person.
- To investigate complaints, conduct investigations, submit investigation reports and take appropriate action to prevent a continuation of the offence(s). To resolve matters in a timely and effective manner.
- To keep records, prepare court documents, attend court, and assist in the prosecution of By-law offences.
- To establish a positive working relationship and regularly liaise with the O.P.P., Provincial Prosecutor, Chief Building Official, Court staff and others.
- To submit reports and prepare Court documents in order to prosecute offenders through the Provincial Offences court system.
- To review By-laws, make recommendations for change where necessary and prepare draft By-laws for review.
- To enforce By-laws as directed.

18.2 Hours of Operation

Normal hours of operation are 9 am – 5 pm Monday – Saturday, excluding Statutory Holidays. Frequently officers are required to work outside of normal service hours and days of the week to meet the demands for service. The actual hours per day or days per week are flexible to meet the needs for service. It should be understood that M.L.E.S. will accommodate additional hours of service should the client require additional service.

18.3 Emergency Service

Although By-law Enforcement is not a 24 hour/7 day per week “Emergency” Service the Complaint Lines are monitored 24/7 and it is understood that there may be a requirement to respond to a call for service outside the normal hours of operation. When an Emergency Complaint or Call for Service is received after normal hours MLES will respond with the appropriate staff as determined by the On Call Supervisor and the Supervisor will notify the municipal contact of the situation as soon as practical

19. CONTRACTOR, EMPLOYEES & EQUIPMENT

19.1 General

19.1.1 To provide own uniforms, of a design acceptable to the Township, and to ensure a photo identification card, specifying themselves as By-law Enforcement Officer, is carried at all times;

19.1.2 The Contractor shall ensure that all staff is adequately trained in the capture, confinement and care of animals. The Contractor shall keep apprised of changes in legislation or practices common to Animal Control functions;

19.1.3 As a representative of the Town/Township, employees shall be capable of dealing with the public in a professional courteous manner.

19.1.4 To supply a suitable vehicle(s) used for By-law Enforcement and shall be equipped with proper equipment to perform the duties.

19.1.5 To bear all expenses for the operation and maintenance of Bylaw Enforcement vehicles.

19.1.6 Front line patrol vehicles will be marked, by crest or other markings, as a By-law Enforcement vehicle.

James McBain, Director
Municipal Law Enforcement

Hope Dillabough, CAO/Clerk
Township of Horton