

Contract Agreement

Between

Municipal Support Services Inc.,
Hereinafter referred to as the Contractor

And

The Municipality of Arran-Elderslie,
Hereinafter referred to as the Municipality

Whereas the Municipality of Arran-Elderslie is a municipal corporation with by-laws which provide rules and regulations which apply to the municipal inhabitants and visitors;

And whereas the Municipality is desirous of enforcing the provisions of by-laws using the services of a private contractor;

And whereas the Municipality deems it expedient to enter into a contract agreement with the Contractor for the provision of by-law enforcement services in Arran-Elderslie.

Now therefore the parties hereto covenant and agree as follows:

1. Definitions

- 1.1 "Certificate of Offence" means a document issued to a person found to be in violation of a Municipality by-law and shall be used interchangeably with the words 'notice' and 'ticket'.
- 1.2 "Contract" means this agreement and includes any bonds or security, specifications, general conditions and any other documents referred to in this agreement or attached thereto.
- 1.3 "Contractor" or a pronoun in place thereof, means the person or persons who have undertaken to perform and carry out the provision of services as described herein.
- 1.4 "Price" means the total cost to the Municipality for the provision of the services described in this agreement. The price excludes HST or any taxes as deemed appropriate and enforceable by the Provincial, Federal or Municipal governments. The words "charge" and "price" may be used interchangeably with the terms "rate" and "fee".
- 1.5 "Municipality" means the Corporation of the Municipality of Arran-Elderslie and is interchangeable with the term 'Municipality'.
- 1.6 "Work" shall mean the provision of services under this contract and may be referred to as 'services' and 'operations'.

2. Definition of Contract

- 2.1 The work required of the Contractor under this contract is comprised of the provision of Animal Control enforcement services in the Municipality of Arran-Elderslie.
- 2.2 Other services which complement the provision of Animal Control enforcement services as required herein shall be further clarified as contained herein.
- 2.3 All such work shall be performed by the Contractor in accordance with the specifications and the conditions of the contract agreement.
- 2.4 The Contractor will be required to provide, at its own expense, except as otherwise indicated herein, all labour, vehicles, tools, equipment, articles, and things necessary for the due execution of the work set out or referred to herein.

3. Insurance

- 3.1 The Contractor shall obtain and maintain insurance coverage as outlined herein and provided by an insurance company or companies licensed to transact business in the Province of Ontario. Evidence of such insurance shall be provided to the Municipality in the form of a Certificate of Insurance signed by an authorized signatory prior to the execution of this agreement.
- 3.2 The Contractor shall have a Commercial General Liability insurance policy of not less than no \$5,000,000 (five million dollars) per occurrence. The policy must insure against third party claims for bodily injury (including death), personal injury and/or property damage as a result of actual or alleged negligence of the Contractor. The policy shall include:
 - 3.3 The Municipality of Arran-Elderslie as additional insured;
 - 3.4 Cross Liability/Severability of Interests clause; and
 - 3.5 Non-Owned Automobile Liability (SPF 6).
- 3.6 The Contractor must give the Municipality a minimum thirty (90) day's written notice of cancellation or non-renewal
- 3.7 The Liability Insurance Policy and/or endorsements shall be satisfactory to the Municipality, and it is hereby agreed that no contract will be considered to be executed of in full force and effect until insurance requirements are met by the Contractor
- 3.8 The insurance coverage noted above shall be maintained in force throughout the term of the contract agreement. Failure to maintain the required insurance and provide proof of same to the Municipality will render this contract null and void.

4. Equipment and Supplies

- 4.1 The Contractor shall furnish and maintain all such equipment and supplies as are considered necessary for conducting the work in an acceptable manner.
- 4.2 All equipment and supplies used by the Contractor for the execution of any part of the work shall be maintained in a satisfactory, safe and efficient working condition.
- 4.3 Equipment used by the Contractor shall be such that no injury to any person or property will result from its use or misuse.

5. Bribery or Corrupt Practice

- 5.1 Should the Contractor or any of its employees or agents give, or offer any gratuity to, or attempt to bribe any member of the Municipality Council, officers or servants of the Municipality, the Municipality shall:
- 5.2 Be at liberty to cancel the contract forthwith; or
- 5.3 Take the whole or any part of the contract out of the hands of the Contractor.

6. Assignment and Subletting

- 6.1 The Contractor shall not assign or sublet the contract or any part thereof or any benefit or interest therein or thereunder, without the written consent of the Municipality.
- 6.2 The Contractor shall be held as fully responsible to the Municipality for the acts and omissions of the sub-contractors, volunteers and of persons directly or indirectly employed or otherwise engaged by the Contractor in the undertaking of services as described herein.

7. Notice

- 7.1 Any notice or communication shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent to the business address herein.

For the Contractor:

Municipal Support Services Inc.
132 Drive in Crescent
Owen Sound ON N4K 5N7
Attn: Andrew James

For the Municipality:

Municipality of Arran-Elderslie
1925 Bruce Road 10, Box 70
Chesley ON, N0G 1L0
Attention: Christine Fraser-McDonald, Clerk

- 7.2 The parties hereto will provide to the other, any change in contact information within ten (10) days of said change being effective.
- 7.3 Any notice shall be considered to have been legally served after being given one party to the other when hand delivered or in the case of notice by postal service, three (3) days after being post marked for mailing.
- 7.4 In any written or printed notice to the Contractor in respect of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Municipality to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, or the precise defect or fault, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing the matter, and a description of the default in general terms and sufficiently clear, in the opinion of the Municipality to indicate where the defect or trouble exists, shall be deemed to be and shall be ample notice.

8. Employees and Labour Force

- 8.1 The Contractor agrees that the Municipality is not to be deemed the employer of the Contractor nor its personnel, employees, sub-contractors or officers under any circumstances whatsoever.
- 8.2 Should any overseer, supervisor, officer, employee or sub-contractor employed in connection with this contract give any just cause for complaint, the Municipality shall notify the Contractor, in writing, stating the reasons therefore and the Contractor shall take such actions as are deemed necessary to remedy the complaint. The Municipality reserves the right to request that the Contractor dismiss such persons from the works associated with this contract forthwith and he/she shall not again be employed by the Contractor on any Municipality project without the written consent of the Municipality.
- 8.3 The Contractor shall employ only such workers, employees and sub-contractors who are careful, competent and fully qualified to perform the duties or tasks assigned to them and shall immediately remove from Municipality projects under this contract, any workers who shall be incompetent, disrespectful, intemperate, dishonest, inebriated or otherwise objectionable or neglectful in the proper performance of their duties or who neglects or refuses to comply with or carry out the directions of the Contractor as it relates to this contract agreement.

9. Smoking and Vaping

- 9.1 The Contractor, as their employees, supervisors, sub-contractors and officers must at all times abide by the Municipality's Smoking and Vaping By-Law and any Municipality policies regarding smoking and vaping as well as any and all provincial and federal regulations, when performing the services under the contract agreement.'

10. Accessibility Regulations for Contracted Services

- 10.1 In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Section 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service provider's policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:
 - 10.1.1 How to interact and communicate with persons with various types of disability;
 - 10.1.2 How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person;
 - 10.1.3 How to use equipment that is available on premises that may help in the provision of goods and services;
What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services; and
 - 10.1.4 Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.
- 10.2 Contracted employees, third party employees, agents and others that provide customer service on behalf of the Municipality must meet the requirements of Ontario Regulation 429/07 with regard to training. In accordance with Ontario Regulation 429/07 a document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Municipality upon request.

10.3 The Contractor shall be aware of the policies adopted by the Municipality in accordance with Accessibility for Ontarians with Disabilities Act, as may be amended from time to time and will abide by all policies and regulations as they apply to the contract.

11. Working Safely

- 11.1 The Contractor shall agree to execute and abide by the Municipality's Occupational Health and Safety Compliance Form for Contractors, as attached to this contract as Schedule 'A'.
- 11.2 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services performed hereunder.
- 11.3 The Contractor agrees that any health and safety policies and precautions put in place by the Municipality will be recognized by the Contractor and the Contractor will abide by all such policies and precautions in the same manner as the public is expected to recognize and abide by same.
- 11.4 The Contractor shall provide reasonable protection to prevent property loss or damage and/or personal injury to persons, including but not limited to the employees of the Contractor and all other persons who may be affected thereby.
- 11.5 When in Municipality buildings, facilities and workplaces, the Contractor agrees to abide by all Municipality Health and Safety Policies in force and effect.

12. Liability

- 12.1 The Contractor, his agents and all persons employed by him, or under his control including sub-contractors, shall use due care to ensure that no person or property suffers injury or loss (including death) and no rights are infringed, as a result of or by reason of the provision of the services.
- 12.2 Under this agreement the Contractor shall be solely responsible for all damages by whomsoever claimable in respect of any such loss, injury or infringement of rights.
- 12.3 The Contractor shall assume the defense of, indemnify and save the Municipality, its agents, officers and employees harmless from any and all claims, demand, loss, damages, actions, lawsuits or other proceedings (and any costs, expenses thereby incurred by the Municipality) by whomsoever made or brought in any manner based upon, occasioned by, or attributed to any such loss, injury or infringement.

13. Municipality Funds and Monies Due

- 13.1 All monies payable to the Municipality by the Contractor under any stipulation herein, or to the Workplace Safety and Insurance Board of Canada (WSIB), as provided hereunder, may be retained out of any monies then due or which may become due from the said Municipality to the said Contractor under this or any other contract with the Municipality, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any court of competent jurisdiction, as a debt due to the Municipality and the Municipality shall have full power to estimate such sum even though the amount of such sum to be so retained may be ascertained.
- 13.2 All payments to the Contractor shall be made out of funds under the control of the Municipality in its public capacity and no member of the Municipality Council or any officer, employee or servant of the Municipality is to be held personally liable to the Contractor under any circumstances whatsoever.

14. Forfeiture of Contract

- 14.1 If the Contractor neglects or compounds with his creditors to commit any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sublet this contract, or any part thereof without the consent of the Municipality or if at any time the work or any part thereof without the consent of the Municipality or if at any time the work or any part thereof is, in the judgement of the Municipality, not executed or not being executed in a sound or workmanlike manner and in all respects in strict conformity with the contract, or if such work or any part thereof is not progressing in such manner as to ensure entire satisfaction, or to comply with any reasonable order the Contractor may receive from the Municipality, or if the Contractor shall persist in any course in violation of any of the provisions of the contract, after twenty-four (24) hours written notice from the Municipality to the Contractor, the Municipality shall have the full right and power, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the said notice.
- 14.2 The Contractor upon receiving notice to that effect shall immediately cease said operations, or the part or parts thereof specified in the said notice, peaceably and the Municipality may assign the same to any other contractor, person or persons with or without previously being advertised.
- 14.3 The Municipality may consider any action necessary or advisable in order to secure the completion of the said contract to its satisfaction.
- 14.4 The Contractor and his surety shall be liable for all damages, expenditures, including additional costs of the services which may be incurred by reason thereof.
- 14.5 All of the powers of the Municipality with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said Contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

15. Permits, Licenses and Qualifications

- 15.1 The Contractor shall obtain, retain and pay for, at his own expense, all licenses, permits and qualifications required by law or statute or regulations made thereunder.

16. Compliance with Laws

- 16.1 The contractor shall comply with all Federal, Provincial and Municipality laws, statutes, regulations and by-laws.
- 16.2 The Contractor shall be solely responsible for payment of any fines levied due to violation of Federal, Provincial and Municipality laws, statutes, regulations and by-laws as they pertain to the performance of this contract.

17. Specifications

- 17.1 The Contractor agrees to provide uniformed Animal Control Enforcement Officers
- 17.2 The Contractor will ensure that the Animal Control by-laws of the Municipality, as they relate to the entirety of the Municipality of Arran-Elderslie will be enforced.
- 17.2.1 For greater certainty, the Contractor will enforce:
- The provisions of all Animal Control by-laws requiring the issuance of tickets or certificates;

- The Contractor, when performing Animal Control Services, agrees to complete all requisite documents and paperwork required by the Municipality and Animal Control facility.

17.3 The Municipality will enact an Appointment By-Law which will authorize the Contractor to enforce the by-laws of the Municipality.

17.3.1 In order to facilitate this, the Contractor agrees to furnish to the Municipality the names and officer numbers of any employees, officers or sub-contractors who will be enforcing the by-laws of the Municipality.

17.3.2 The Municipality will ensure that the Appointment By-Law is filed with the Provincial Offences Court.

17.4 The Municipality permits the Contractor to enforce the provisions of the Municipality's by-laws to the fullest extent of the by-law provisions.

17.5 The parties hereby agree that each party will to the best of their ability and as appropriate, inform the other verbally or in writing with regard to any complaints, compliments and comments, as filed or reported.

17.6 The Contractor, in consideration of the health and safety of its officers, employees and sub-contractors, will issue and use any/all necessary Personal Protective Equipment (PPE), in order to carry out their duties. The Municipality will not be responsible for the use or misuse of any PPE.

17.7 The Municipality will in its sole discretion, defend any infraction notices, orders and certificates of offence which are challenged. This includes the supply of solicitors, paralegals, etc. to attend court. The Municipality reserves the right to cancel, withdraw, settle or otherwise dispose of any infraction notice, order and certificate of offence, whether or not it is challenged.

17.7.1 The Contractor agrees to provide Municipal Law Enforcement Officers to attend court and provide necessary statements and evidence related to the notices, offences and orders, as required.

17.7.2 The Contractor agrees to make, and furnish to the Municipality, such notes, documentation and photos as required for any investigations undertaken in the performance of services under this agreement. It is hereby agreed by the parties hereto that no infraction notice, order or certificate of offence will be given to the Municipality without the requisite officer notice and photos pertaining to the said infraction notice, order or certificate of offence.

17.8 The Contractor and Municipality agree to establish such administrative processes as will provide each party with the required information as it relates to the issuance of infractions, correspondence, warnings, orders, certificates of offence, the scheduling of court hearings, etc.

17.9 Municipality staff will provide secretarial services as needed, available and as it relates to the requirement to send notices, correspondence, orders, etc. in accordance with Municipality by-laws.

17.10 The Municipality will provide infraction notices, certificates of offence, templates, notebooks, a dog transport cage and ticket book holders for use by the Contractor in the performance of their duties. It is agreed that all items provided will continue to be the property of the Municipality and must be returned to the Municipality upon request and upon termination or cancellation of this agreement.

17.11 The Contractor will be permitted to affix the Municipality logo to vehicles provided by the Contractor for the provision of services under this agreement as long as the Contractor's logo is also prominently displayed on said vehicles. Alternatively, the Contractor may identify the vehicles with the title "Municipal Law Enforcement".

17.12 The Municipality will provide a non-dedicated workspace which may be used by the Contractor from time to time. The Municipality will not be required to provide the Contractor with a key to the building where the workspace is located nor will any telephone or computer be provided. Access

to Municipality files will be provided only as required and under the supervision of Municipality staff.

- 17.13 The Contractor will provide dispatch or a message reception services which are capable of accepting messages from individuals regarding by-law infractions.
- 17.14 If required, the Municipality will provide an email address which may be used by the Contractor in the performance of services under this contract.
- 17.15 The Contractor will provide 24 hours per week of by-law enforcement services.
- 17.16 The Municipality reserves the right to request additional hours from the Contractor in order to ensure that deadlines and requirements are met.
- 17.17 The Contractor will not incur hours in excess of 24 hours per week, as required herein, without the express permission of the Municipality. The Municipality will not be responsible for payment for any hours in excess of 24 hours per week, as required herein which are not previously approved by the Municipality.
- 17.18 The parties hereto agree to deliver to the court without delay, after processing and aging by the Municipality as required, all infraction notices and certificates of offence issued and other documentation as required.
- 17.19 The Contractor will provide such training to its employees, officers and sub-contractors as is required to ensure that offences and infraction notices issued and actions taken are accurate, complete and will be defensible if challenged in court.
- 17.20 The Municipality will provide assistance regarding best practices for writing infraction notices, orders, warnings, certificates of offence, interpretation of by-laws, etc.
- 17.21 The Municipality will provide training for the Contractor as required with regard to enforcement areas and expectations of the Municipality in the performance of by-law enforcement services.

18. Confidentiality

- 18.1 Confidential information refers to any data or information relating to the business of the Municipality which would reasonably be considered to be proprietary to the Municipality including, but not limited to, accounting records, business processes, payment and law enforcement records.
- 18.2 Confidential information shall be as defined in the Municipal Freedom of Information and Protection of Privacy Act.
- 18.3 The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Municipality or as required by law.
- 18.4 The obligation to maintain confidentiality will apply during the term of this contract agreement and will survive indefinitely upon termination of this contract agreement.
- 18.5 All written and oral information and material disclosed or provided by the Municipality to the Contractor under this contract agreement which is considered to be confidential information will continue to be considered as such regardless of whether it was provided before or after the date of execution of this contract agreement or how it was provided to the Contractor.
- 18.6 The parties hereto agree that by executing this contract agreement, the parties, their heirs, successors, assigns, employees and officers are bound to maintain confidentiality as if each individual had executed the agreement.

19. Ownership of Intellectual Property

- 19.1 All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name that is developed or produced under this agreement, will be the sole property of the Municipality.
- 19.2 The use of the intellectual property by the Municipality will not be restricted in any manner.
- 19.3 The Contractor may not use the intellectual property for any purpose other than that contracted for in this agreement but may use the intellectual property for other purposes with the written consent of the Municipality.
- 19.4 The Contractor will be solely responsible for any and all damages resulting from the unauthorized use of the intellectual property.

20. Return of Property

- 20.1 Upon the expiry, termination or cancellation of this agreement, the Contractor will return to the Municipality any property, documentation, records and confidential information which is the property of the Municipality.

21. Payment

- 21.1 Except as otherwise provided in this contract agreement, all monetary amounts referred to in this agreement are in Canadian dollars.
- 21.2 The Contractor will be permitted to charge a penalty of 2.50%, compounded monthly on any outstanding amount.
- 21.3 For the provision of all services under this agreement, the Contractor shall charge the Municipality at a rate of \$45.00 (forty-five dollars) per hour plus HST on weekends and weekday evenings, specifically between 1600 and 0700 from Monday to Friday and all day on Saturdays, Sundays and days recognized as Statutory Holidays in the province of Ontario.
- 21.4 For the provision of all services under this agreement, the Contractor shall charge the Municipality at a rate of \$35.00 (thirty-five dollars) per hour on weekdays between the hours of 0700 and 1600.
- 21.5 For the provision of all services under this agreement, the Contractor shall charge the Municipality at a rate of \$.60 per kilometre. Distance is measured from Municipality of Arran-Elderslie Municipal Office (1925 Bruce County Rd 10, Chesley, ON) to all destinations required to fulfill animal control duties including, but not limited to, out of region facilities.
- 21.6 The Contractor will invoice the Municipality every 15 days.
- 21.7 Invoices submitted by the Contractor to the Municipality are due within 15 days of receipt.

22. Term, Cancellation, Termination and Extension

- 22.1 The term of this agreement will begin at 0000 on Oct 1, 2023 and end on September 30, 2024 at 2359.
 - 22.1.1 Notwithstanding the term prescribed herein, the Contractor may be required to attend in court and/or at a hearing which takes place or continues beyond the end of the term to provide evidence or testimony.
 - 22.1.2 Where such attendance is required, the Contractor shall charge the Municipality at the hourly rate as prescribed herein.

22.2 In the event that either party wishes to terminate this agreement without cause prior to the end of the term, that party will be required to provide 30 days' written notice to the other party.

22.3 A six-month extension of this contract will be considered provided that all of the provisions of the contract remain the same with the exception of the term dates or amended to hourly service as meets the financial needs and service requirements of the Municipality.

22.4 Extension or amendment of this contract may be made by written affirmation of the Municipality and said written notification will be furnished to the Contractor indicating the extension or amendment date.

22.5 Extension of this contract may be made by written affirmation of the Municipality and said written notification will be furnished to the Contractor indicating the extension date with 45 days' notice to the Contractor.

22.6 Violation of any of the terms of this agreement, in the sole discretion of the Municipality, may render this contract null and void and the contract may be immediately terminated if deemed by the Municipality to be the appropriate action.

23. Inclusion and Gender

23.1 Words in the singular mean and include the plural and words in the plural mean and include the singular

23.2 Words in the masculine mean and include the feminine and words in the feminine mean and include the masculine.

23.3 It is hereby understood that the words *contract* and *agreement* shall hold the same meaning as they relate to the provision of services.

24. Governing Law

24.1 This agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario.

25. Severability

25.1 In the event that any of the provisions of this agreement are held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts being severed from the remainder of this agreement.

26. Entire Agreement and Amendment

26.1 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressly provided in this agreement.

27. Enurement

27.1 This agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators and permitted successors and assigns.

28. Titles, Headings and Numbering

28.1 Titles and headings are inserted for the convenience of the parties only and are not to be considered when interpreting this agreement.

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

Municipal Support Services Inc.

Municipality of Arran-Elderslie

Andrew James, Owner

Steve Hammell, Mayor

Date

Date

Witness

Christine Fraser-McDonald, Clerk

Date

We have the authority to bind the corporation.

Schedule A
Municipality of Arran-Elderslie
Occupational Health and Safety Compliance Form for Contractors

The contractor shall provide and maintain the necessary first aid items and equipment as required under the First Aid Regulations of the Worker's Compensation Act and Occupational Health and Safety Act as applicable to the scope of work. This shall include but not be limited to the provision of an adequately maintained first aid kit which shall be present at the project or job site.

The contractor shall ensure that all employees are provided with and instructed in the use of safety equipment as required by the Occupational Health and Safety Act and by other regulations. Normal safety precautions should be observed while around and operating equipment.

The contractor, by executing the contract, unequivocally acknowledges that he/she is the constructor within the meaning of the Occupational Health and Safety Act and amendments thereto.

The Contractor shall ensure that all work areas are secured in a safe manner so as to eliminate any injury or harm to workers or persons. The Contractor shall abide by all Occupational Health and Safety regulations and shall ensure proper safety attire and equipment is inspected and being used at all times. The Contractor shall not leave equipment or materials in such locations which would cause harm to any person, animal or thing.

Where any injury, accident or incident occurs on or about the work area, the Contractor shall immediately notify the Municipality of Arran-Elderslie and shall provide such documentation and follow up information as required by the Municipality.

The contractor hereby acknowledges by signing this form that he/she is aware of and shall view the Municipality of Arran-Elderslie Health and Safety Policy Document. The Contractor hereby acknowledges that the Municipality, when requested, shall be permitted to view the Health and Safety Policies of the Contractor and any firm or sub-contractor associated with the works.

Name of Contractor / Firm (print)

Signature of Contractor

Date