

SCHEDULE A TO By-Law 2022-53

AGREEMENT made this ____ day of August, 2022.

BETWEEN:

Tenet Security Group Incorporated,
(Hereinafter the “**Contractor**”)

and

The Municipality of West Elgin,
(Hereinafter the “**Municipality**”)

WHEREAS the Council of Municipality deems it expedient to enter into a contract to provide services for the enforcement of municipal by-laws and provincial offences;

AND WHEREAS both parties hereby mutually covenant and agree that all services and supplies provided to the Municipality by the Contractor, shall be on the following terms and conditions;

NOW THEREFORE be it enacted as follows:

ARTICLE 1 - INTERPRETATION

1. Definitions

In this Agreement:

- a) "CAO" means the Chief Administrative Officer of the Municipality of West Elgin, or designate.
- b) "Agreement" means this agreement and all schedules which may be a part thereof.
- c) "Clerk" means the Clerk of the Municipality of West Elgin, or designate.

2. Severability

If any one or more clauses or paragraphs, or part or parts thereof, in this Agreement are illegal or unenforceable, it or they shall be considered separate and severable from this Agreement, and the remaining provisions shall remain in full force and effect and shall be binding upon the parties hereto as though the said clause or part/parts of clauses had never been included.

3. Number and Gender References

Whenever a word imparting the singular number only is used in this Agreement, such word shall include the plural, and words imparting either gender or firms or corporations shall include the person or other gender and firms or corporations where applicable. Any reference to the terms of this Agreement shall, unless the context otherwise required, be deemed to include any renewals thereof.

4. Headings

The headings appearing in this Agreement have been inserted as a matter of convenience, for reference only and in no way define, limit or enlarge the scope of meaning of this Agreement or of any provisions thereof.

5. Entire Agreement

This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations and agreements, either written or oral. Changes, alterations, or modifications to this Agreement will be effective in stated in writing and signed by the parties hereto.

6. Representations

Each party represents that it is authorized to enter into and perform this Agreement in all respects is in full compliance with all applicable federal legislation provincial statutes and/or regulations, and further represents that it is duly authorized hereunto.

ARTICLE II - TERMS

7. Terms and Nature of Contract

The Municipality hereby agrees to contract the services of the Contractor, who accepts such conditions, and agrees to serve the Municipality to provide services for the enforcement of by-laws, and any other legislation requested by the Municipality for a one-year term. The contract will commence on the execution date of this Agreement and subject to any changes to the scope of work and subject to the provisions of this Agreement and services required as outlined on Schedule 'A' and Schedule 'B' attached hereto.

The Municipality and the Contractor further agree that the Municipality has the option of one-year Agreement extensions after the Agreement term expires.

The Contractor will provide an averaging of 14 hours of service per calendar week at the discretion of the contractor, unless otherwise advised by the Municipality.

8. Compensation

In consideration of the services to be performed by the Contractor hereunder and further described in Schedule 'A' attached hereto, the Contractor during the term of this Agreement shall be paid in accordance with rates set out in Schedule 'B' attached hereto, and subject to an increase of 2% for any extension awarded annually.

No municipal benefits will be paid to the Contractor or its employees. HST shall be paid in addition to the Contractor's remuneration set out in Schedule "B".

9. Termination Prior to Term

This Agreement may be terminated prior to the end of the term specified herein with Sixty (60) days written notice by either party prior to the termination date, or in the following manner in the specified circumstance(s):

At any time by the Municipality for cause, including any material breach of the provisions of this Agreement, and without notice or pay in lieu thereof;

For the purposes hereof, "cause" shall include, but shall not in any way be limited to:

- The theft or fraud by the Contractor involving property of the Municipality;
- Action of gross moral turpitude or other criminal acts bringing the Municipality into disrepute;
- Intoxication of the Contractor, as determined by the Municipality, while providing services under the terms of this contract, or when representing the Municipality;
- Failure to maintain a valid driver's license; and,
- Failure to complete the required work to satisfaction and standard of performance acceptable to the Municipality.

10. Termination at End of Agreement

On or before the thirtieth (30th) day prior to the Term of this Agreement expiring the Municipality shall advise whether it intends to extend this Agreement in accordance with section 7.

In the event that the Municipality does not advise the Contractor that it wishes to renew this Agreement, then this Agreement will terminate on the expiration date of this Agreement in accordance with section 7

The Contractor will not be entitled to any further notice, pay or remuneration whatsoever.

After the termination of this Agreement, the Contractor shall promptly return, without request from the Municipality information, materials and other property, which may be subsequently in Contractor's possession.

11. Reporting

Unless otherwise designated, the Contractor will report directly to the CAO, Clerk, and/or any other designated person.

Unless extenuating circumstances dictate otherwise, the Contractor shall provide written reports within 72 hours of end of shift and/or call in.

12. Other Provisions

The Municipality will provide the Contractor the following:

- administrative and operational forms/certificates, including office stationary, for the purposes of enforcement and prosecution;
- end-user access to any relevant software applications and information owned or managed by them for the purposes of aiding an investigation and incident documentation;.
- postage for notices, orders and correspondence;
- a designated phone line extension to receive complaints (call forwarded to mobile phone); and,
- a municipal email account to assist with correspondence.

13. Notice

Any notice required to be given hereunder shall be deemed to have been properly given if delivered personally or sent prepaid registered mail as follows:

To:

Tenet Security Group, Ed Pimentel,
President and Managing Director
34 Hardy Court, Lucan, ON
N0M 2J0

AND

The Municipality of West Elgin,
22413 Hoskins Line,
Rodney, ON, N0L 2C0

AND, if sent by registered mail, shall be deemed to have been received on the fourth business day of uninterrupted postal service following the date of mailing. Either party

may change its address for notice at any time, by giving notice to the other party pursuant to the provisions of this Agreement.

14. Disputes

All disputes shall be settled in a timely manner between the Contractor and the Municipality.

16. Independent Contractor The parties hereby acknowledge that the Contractor shall, unless otherwise provided herein, supply all equipment, personnel and incur all expenses necessary to deliver the services set out in Schedule "A".

The Contractor shall deliver the said services as an independent contractor.

Agreement between the Municipality of West Elgin and Tenet Security Group Incorporated

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this ____ day of August, 2022.

THE Municipality Of West Elgin

Mayor: Duncan McPhail

Clerk: Jana Nethercott

TENET SECURITY GROUP

President and Managing Director: Ed Pimentel

Schedule 'A'

- The Contractor shall, upon receiving a request or direction from the Municipality, investigate/enforce all applicable municipal by-laws and/or provincial legislation as authorized by the Municipality;
- To work jointly with the Clerk to devise a service delivery model and coverage schedule which will include pertinent contact methods for service call requests;
- Uniformed response throughout the municipality including appropriate identification badge indicating they are representing the municipality;
- In consultation with the Clerk, the Contractor to arrange for any law enforcement back up when required for any by-law activities;
- As directed by the Municipality, provide coverage and/or presence at municipal events;
- As directed by the Clerk, patrol municipal property, including parkways, for the purposes of by-law compliance, to prevent crime and monitor for any acts of trespass and vandalism;
- Monthly Activity reports provided to the Clerk or designate regarding open files;
- In consultation with the Clerk, work with Ontario Provincial Police and any other agencies on municipal related matters and respond to any requests from the Ontario Provincial Police and other agencies in regard to municipal by-law matters;
- In consultation with the Clerk, assist in any emergency situations and co-operate with all local emergency services. This will include making the Contractor part of the municipality's emergency planning and part of its first/emergency response when needed;
- Take appropriate enforcement action including issuing tickets, Orders and Swearing of Information and other legal documents, prepare witness statements and conduct interviews and if necessary, give evidence in Court;
- Have a working knowledge of Part I, II and III of Provincial Notices and Provincial Crown briefs;
- Have a working knowledge of property court procedures, evidence procedures and Criminal Code of Canada matters. This shall include co-operating with the local courts for the Municipality;
- Work with Municipal appointed solicitor for any legal/court proceedings, as required
- The Contractor understands that enforcement may require evening and weekend shifts; Attend Council meetings when requested;
- The Contractor shall be responsible for properly trained and knowledgeable staff;

- The Contractor shall provide a Valid WSIB Certificate and proof of coverage for liability insurance in the amount of \$5,000,000.00 for carrying out all duties as provided for in this Agreement;
- Make recommendations to the Municipality about by-laws and municipal signage.
- To undertake a service based upon the Municipality's framework, and issue verbal and written warnings or charges as required;
- To also undertake an operational philosophy that focuses on community engagement and voluntary compliance, and offer alternative resolutions to formal charges whenever possible;
- Educate the public, whenever, possible, regarding municipal by-laws and the enforcement of such by-laws;
- Carry out any related duties as required and determined by the Municipality from time to time. Work closely with and under the jurisdiction of the CAO, Clerk and/or Senior Management;
- Provision of a patrol vehicle that is readily identifiable and a mountain bike to assist with patrolling parks and trails;
- Provision of a mobile phone and laptop to facilitate communications and by-law references.
- Maintain accurate records of complaints, logs and document occurrence reports
- Comply with all appropriate legislation and Municipal by-laws related to occupational health and safety
- Meet the requirements of the Customer Service Standard of the Accessibility for Ontarians with Disabilities Act, 2005
- Maintains a privacy procedure and complies with any requirement established by the municipality that is reasonably required to ensure that the municipality meets its obligations under the Municipal Freedom of Information and Protection of Privacy Act and will create, collect, receive, manage, access, use, retain and dispose of the Personal Information and the Records only to perform the work in accordance with the contract.

Schedule 'B'

The Contractor shall be paid an hourly rate of \$70.00 per uniform member, not including HST. This rate is all-inclusive (use of patrol vehicle).

At the request of the Clerk, any work conducted on a statutory holiday shall be paid at time and a half.

When directed by the clerk, utilizing two bylaw officers with one patrol vehicle, the contractor shall be paid an hourly rate of \$120.00.

The Contractor will issue invoices for a two-week period and terms of the invoice will be upon receipt from the date of receipt of the invoice. Any invoices past due 30 days will have a 2% penalty surcharge.

The Contractor is not responsible for the cost of any specialized equipment that may be required for enforcement. Any such cost shall be billed to the Municipality as required with prior approval by the Municipality.