

## **Schedule “A” to Bylaw No. 19-2021**

THIS AGREEMENT made this 6<sup>th</sup> day of April, 2021

B E T W E E N:

The Corporation of the Municipality of Grey Highlands; and  
The Municipality of West Grey

(hereinafter called “the Municipalities”)

-- and --

Jennifer Watson

(hereafter called “the Contractor”)

Whereas the Municipality of West Grey deem it desirable to enter into a contract with Jennifer Watson for the provision of By-law Enforcement services.

NOW THEREFORE WITNESSETH in consideration of the services rendered by the Contractor to the Municipalities, the parties hereto agree as follows:

### **1. TERMS AND CONTRACT RELATIONSHIP**

- 1.1 The Contractor is hereby engaged to perform all By-law Enforcement duties as required by the municipalities in the conduct of its business and on the terms and conditions detailed in this Agreement.
- 1.2 The engagement of the Contractor pursuant to this Agreement shall commence on April 6, 2018 and shall expire on July 6, 2021.
- 1.3 It is understood that the Contractor is an independent Contractor and not an employee of any of the Municipalities. Further, the payment detailed in Section 3 below is the sole obligation of the Municipalities to the Contractor and the Contractor is not entitled to receive any of the employment benefits received by the employees of any of the Municipalities. The Contractor shall assume full responsibility and liability for payment of any monies received from the Municipalities and shall indemnify and save harmless, the municipalities from and against all claims and demands under the Income Tax Act of Canada and related legislation passed by the Province of Ontario, for or in respect of withholding tax and any interest or penalties relating thereto, and similarly with respect to the Occupational Health and Safety Act, Workplace Safety and Insurance Act, Unemployment Insurance Act, or the Canada Pension Plan Act and any cost of expenses incurred in defending such claims or demands.

### **2. TERMINATION OF AGREEMENT**

- 2.1 This Agreement may be Terminated by the Municipalities or the Contractor in one of the following ways:

- a) Upon either party giving the other sixty (60) days' written notice of the intention to terminate the Agreement;
- b) In the event of acts of willful negligence by the Contractor resulting in injury or damages to the Municipalities;
- c) In the event either party defaults under this Agreement, the other party shall be entitled to provide written notice of such default to the other, which notice shall be ten (10) days to rectify the default, failing which this Agreement shall be immediately terminated.

### **3. PAYMENT FOR SERVICES RENDERED**

- 3.1 The Contractor shall receive monthly payment for services rendered to the Municipalities upon the receipt of an invoice on the following basis:

\$4,000.00 per month plus HST commencing on April 6, 2021 in the following Allocations to each of the Municipalities:

Municipality of Grey Highlands	\$2,000.00
Municipality of West Grey	\$2,000.00

- 3.2 A 2% cost of living increase shall be applied per year, on the anniversary date of this agreement being executed.

### **4. HOURS OF SERVICE**

- 4.1 Hours of operation shall be 8:30 a.m. to 4:30 p.m. Monday to Friday. Should emergencies arise, the response shall be in a timely and appropriate manner. After hours services will be included in the cost outlined in Section 3.1 above.
- 4.2 The by-law enforcement office is entitled to take two weeks' paid leave, at a date to be agreed upon by all parties.

### **5. SERVICES**

- 5.1 The Contractor shall provide the services outlined in Sections 5.2 and 5.3 as By-law Enforcement Officer for the Municipalities. The Contractor shall provide services in a professional and fully competent manner in accordance with the provisions of this Agreement.
- 5.2 Enforcement of the Municipalities' by-laws including property standards and zoning by-law as required with the exception of canine control matters that may be enforced by others.
- 5.3 Services include:
- Response to general enquiries from residents within the Municipalities;
  - Prompt (within two days) response to both telephone and email messages;
  - Uniformed response throughout the municipalities including appropriate identification badge indicating they are representing the municipalities;

- Monthly invoicing to each of the respective municipalities,
- Quarterly report of calls, actions taken and detailed description so as to identify the property and/or individual.
- Semi-annual Statistical report to municipal councils indicating types and numbers of files open, types and numbers of files closed, any courses of action that might include further costs (ie. legal);
- Closed files must be returned to the respective municipality as part of their records management system;
- Preparation of all notices, orders and correspondence related to by-law enforcement activities. Postage for notices, orders and correspondence to be the responsibility of the respective municipality. Letterhead, Parking ticket offence notices will be provided by the respective municipality.
- Regular updates provided to the municipal clerk or designate regarding open files;
- Contractor to arrange for any law enforcement back up when required for any by-law activities.
- Attend residences or issuing Part 1 Offences, or laying of charges for any by-law violations or any notices or Orders as may be required.
- Attending court as required.

5.4 The By-law Enforcement Officer shall provide a vehicle at no cost to the Municipalities.

5.5 The By-law Enforcement Officer shall provide a telephone and pager service at no cost to the Municipalities.

## **6. CONFIDENTIALITY**

6.1 The Contractor shall not disclose to anyone outside the employ of the Municipalities, without prior written permission of the respective Municipality, any aspect of the Municipality's business, except as required in the course of exercising his/her duties and responsibilities with the municipality. This Agreement will continue to restrict the Contractor's disclosure of such information after the termination of this Agreement, until such information has been made public through no fault of the Contractor.

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

## **7. INSURANCE**

7.1 The Contractor agrees to maintain in force for the term of this Agreement, a minimum of \$2,000,000.00 comprehensive liability insurance, at the contractor's expense, which notes the Municipalities as additional insured. A copy of the insurance Certificate shall be provided to the respective municipalities forthwith.

**8. INDEMNIFICATION**

- 8.1 The Contractor hereby indemnifies and saves harmless the Municipalities from any suit, action, causes of action, claim or damages whatsoever of any nature and kind arising from the breach by the Contractor of any terms of this Agreement or the negligence of the Contractor in conducting his/her services.

**9. SEVERABILITY**

- 9.1 If any provisions or portion of any provision in this Agreement shall be held by a Court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such portion of the provision shall be severable and shall be deemed to be completed and the remaining provisions or portions shall remain valid and binding.

**10. GOVERNING LAW**

- 10.1 This Agreement shall be construed in accordance with and governed by the laws in force in the Province of Ontario and as interpreted by the Courts of that Province.

**11. NOTICE**

- 11.1 Any notice required or desired to be given hereunder shall be delivered in person or sent by prepaid registered mail addressed as follows:

To the Municipalities:

The Municipality of Grey Highlands  
PO Box 409  
206 Toronto St. S, Unit 1  
Markdale, ON N0C 1H0; and to

The Municipality of West Grey  
402813 Grey Road 4, R R #2  
Durham, ON N0G 1R0

To the Contractor:

Jennifer Watson  
PO Box 412  
Markdale, ON N0C 1H0

Or at such other address as may be furnished in writing from time to time by either party to the other. Any notice mailed aforementioned by registered mail shall be deemed to have been received (4) business days after the posting thereof.

**12. AMENDMENTS**

- 12.1 No provision of this Agreement shall be amended, altered or waived except by further written agreement between the parties.

**14. ACKNOWLEDGMENT**

14.1 The Municipalities and the Contractor hereby acknowledge having read and understood the within agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, having proper authority to do so.

SIGNED, SEALED AND DELIVERED

In the presence of

)	Contractor:
)	
)	
)	_____
)	Jennifer Watson
)	
)	
)	The Municipality of Grey Highlands
)	
)	_____
)	Paul McQueen, Mayor
)	
)	_____
)	Raylene Martell, Clerk
)	
)	The Municipality of West Grey
)	
)	_____
)	Christine Robinson, Mayor
)	
)	_____
)	Genevieve Scharback, Clerk