Agreement

This Agreement dated January 1, 2018

Between

The Corporation of the Township of Selwyn – “The Township”

And

Kawartha Guard Service – “KGS”

Whereas The Township and KGS have agreed to enter into an agreement with respect to the provision of By-law Enforcement Services;

Now Therefore The Township and KGS hereby agree as follows:

1. General

KGS agrees to provide the following services:

a) Provide By-law enforcement services and complaints investigation Monday to Saturday at any reasonable time (typically business hours) related to:

   • Property Standards By-law
   • Clean Yard By-law
   • Sign By-law
   • Noise By-law
   • Zoning By-law

b) Investigate complaints within 2 working days of being provided the written complaint that is submitted to The Township.

c) Engage trained personnel to provide By-law enforcement services. Such training to include but not be limited to: power to arrest, and first aid and WHMIS training. Trained personnel must also have a current criminal reference check/vulnerable sector check.

d) Interpret and enforce Township By-laws in a manner consistent with The Township’s historic approach and in consultation with The Township staff as deemed necessary.

e) Investigate complaints and ensure compliance with applicable By-laws/policies.

f) Prepare Incident Report(s) detailing the complaint, witnesses, dates, applicable By-laws/policies impacted, potential remediation, follow-up measures and next steps.

g) Submit Incident reports to The Township within 24 hours of report preparation.

h) In the case of non-compliance, issue Part 1 tickets where short form wording is available and Part 3 summons before the Provincial Courts.
As it relates to the Parking Regulations By-law, KGS agrees to provide the following services as and when required:

a) Provide By-law enforcement services with respect to the Parking regulations By-law in effect for Nicholl’s Blvd., Kelly Blvd. and East Communications Road in Bridgenorth. Services will be provided based on a minimum rate of 1 hour to monitor and subsequent billing periods of one half hour as required.

b) Provide proactive monitoring in the regulated area as directed and/or approved by Township staff to promote awareness of the regulations and undertake enforcement activities as required.

c) Enforcement activities will be undertaken to coincide with periods of high-use of the Dutch marine boat launch during fishing season including weekends and scheduled fishing tournaments.

d) First offence – where a vehicle and or trailer is found to be parked in contravention of the By-law, issue a warning tag ensuring completion of all required information on the tag.

e) Subsequent offences – where a vehicle and or trailer is found to be parked in contravention of the By-law after having received a warning tag for the first offence, arrange for the towing and impound of the vehicle and or trailer. The Township will provide a list of tow companies to be utilized as available on a rotating basis.

f) Provide a record of all warning tags issued and or vehicles/trailers towed each month along with a detailed accounting of the time spent undertaking enforcement activities.

The Township agrees to:

  a) Engage KGS on a fee-for-service basis based an approved hourly rate of $24.00/hour (2018 rate). The minimum rate is based on three (3) hours and the maximum is based on eight (8) hours i.e. no overtime.
  b) Increase the hourly rate to $25.00 per hour for 2019 and to increase the rate by 2% per year for each year thereafter.
  c) Pay KGS an approved mileage rate of $0.46/km (2018 rate).
  d) To increase the mileage rate by 2% in 2019 and each year thereafter.
  e) Appoint staff as designated by KGS to act as By-law Enforcement Officers for The Township.

2. **Indemnification of the “The Township”**

The “KGS” hereby covenants and agrees to indemnify the “The Township” against all manner of claims, made by any person, firm, or corporation, as well as damages, loss, costs and charges suffered by the “The Township” or its property, either directly or indirectly, in respect of any matter or thing arising from “KGS” duties or of any operation in connection therewith, including the conduct of, work by, or through any act of negligence of the “KGS” or any assignee, sub-tenant, agent, contractor, servant, employee or licensee of the “KGS”.

5. d) Attachment
3. **WSIB, Occupational Health and Safety and Insurance**

   a) WSIB
   The KGS shall operate under the policies of the Workplace Safety and Insurance Board paying all members fees to the satisfaction of the Board and shall provide to the Township a WSIB Clearance Certificate.

   b) Occupational Health and Safety
   The KGS acknowledges that it provides a program and has policies in place compliant with the Occupational Health and Safety Act of Ontario. The KGS will make all reasonable efforts to provide a safe and healthy work environment and will abide by all relevant Township policies and procedures.

   c) Insurance
   The KGS shall provide proof of a minimum of $2,000,000 (two million dollars) general liability insurance including the Township of Selwyn as an additional insured. If there is a significant change in the Insurance, the Township will be notified of such changes within 30 days of the KGS provider becoming aware of the said change.

4. **Accessibility Standards – AODA Requirements**

   Agents, including contractors, hired by the Township who interact with the public during their work shall provide proof of Accessible Customer Service Awareness training, in accordance with Regulation 429/07 prior to their commencement of work for the Township. If the contractor is not required to meet the requirements of Regulation 429/07, the Township may, at its discretion, provide the necessary training materials.

   The Township will create, provide and receive information and communications in ways that are accessible to people with disabilities in accordance with Regulation 191/11. The Consultant will work with the Township on these requirements to ensure communications are accessible to those with disabilities.

5. **Confidentiality and Freedom of Information**

   All complaints will remain confidential and employees of KGS shall maintain confidentiality at all times. Information collected as part of an investigation and Incident Report will be managed subject to the *Freedom of Information and Protection of Privacy Act, 1990*. 
6. **Term**

The Township or KGS may terminate this contract at any time for any reason by providing at least 60 days written notice to the other party.

In Witness Whereof the parties have duly executed this Agreement.

The Corporation of the Township of Selwyn

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Mayor, Mary Smith

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Clerk, Angela Chittick

c/s

Kawartha Guard Service

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Authorized Signing Officer

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Name