

AGREEMENT signed in duplicate this 16TH day of AUGUST , 1993

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Ministry of the Attorney General

(the "Ministry")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

(the "Corporation")

OF THE SECOND PART

WHEREAS the Corporation has requested that it be authorized by
regulation to collect parking fines;

THEREFORE, IN CONSIDERATION of this Agreement's mutual
provisions, the parties agree as follows:

1. THE CORPORATION SHALL:

- (a) on the request of the Ministry, exchange data with the court office electronically, which data may include:
 - (i) information on Failure To Respond tickets for conviction;
 - (ii) conviction information from the Ministry;
 - (iii) information on the scheduling of trials; and
 - (iv) information respecting plate denial requests;

- (b) schedule trials for parking offences, including producing notices of trial and courtroom dockets, according to the procedures set out in Appendix A to this Agreement, which scheduling shall be based upon court facilities and personnel provided by the Ministry; the dockets shall be delivered to the court office five working days before the trial date;
- (c) within a reasonable time of receiving conviction information from the Ministry, send a Notice of Fine and Due Date in the prescribed form to all those convicted and sentenced to a fine;
- (d) by the twentieth day of the month following the month in which parking fines are collected by the Corporation: (i) remit to the Ministry all sums due to it, such sums being the Ministry's share of the court costs imposed on the defendants and collected by the Corporation; and (ii) provide a written report confirming the amount of funds being remitted under (i) and the number of cases represented by that amount;
- (e) provide to the Ministry, not later than three months after the end of the Corporation's fiscal year, a report for the prior fiscal year or, where this Agreement does not commence on the first day of the Corporation's fiscal year, a report for the part of the fiscal year, which report shall set out the total number of cases, the total amount remitted, the number and amount of write-offs, and the number of plate denials;
- (f) transmit the appropriate data and certificate to the Ministry in the format set out in Appendix B, if it wishes to have plate denial orders made for the fines the municipality is unable to collect and unwilling to write off;
- (g) abide by write-off procedures established by the Ministry for proposed write-offs of court costs or fines; and,
- (h) answer questions from the public about the fines and the collection process generally.

2. **VIRUS PROTECTION**

- (a) In this section,
 - (i) "Software" means all computer code whether executable or otherwise and includes programs, data and graphics codes, and databases;
 - (ii) "Software Media" means the electromagnetic or other media in which the Software is contained, recorded or fixed and includes disks and tape; and
 - (iii) "Software Virus" means any computer code which is not part of the Software and includes any computer code which may or does in any manner and to any extent affect or interfere with the use or operation of the Software, any other computer software, equipment or computer systems.
- (b) All software and Software Media provided to the Ministry by the Corporation, either by the Corporation itself or by way of a third party, pursuant to this Agreement shall be free of Software Viruses.
- (c) The Corporation shall immediately give notice to the Ministry if a Software Virus is or may be or may have been contained on the Software Media or in the Software provided to the Ministry by the Corporation pursuant to this Agreement. The notice shall contain sufficient information to identify and locate the Software Virus and shall describe the operation and effects of the Software Virus and the steps to take to remove the Software Virus from the Software.

9. **INSURANCE**

During this Agreement the Corporation at its expense shall maintain continuously in force comprehensive general liability insurance (including errors and omissions coverage) acceptable to the Ministry and subject to limits of not less than one million dollars inclusive, per occurrence, for bodily injury (including personal injury), death and damage to property, including loss of use thereof. The policies of liability insurance shall include the Ministry as an additional insured, but only in respect of and during services performed by the Corporation under this Agreement on behalf of the Ministry and not in respect of any act or omission of the Ministry or any of its officers, employees or agents. In addition, the policies shall contain a cross-liability clause and a contractual liability clause endorsement acceptable to the Ministry. The certificates shall include a provision requiring the insurer to give prior written notice to the Ministry in the manner set forth in the policy conditions if a policy is to be changed or cancelled. The completed certificates shall be lodged with the Ministry within ten days of its signing this Agreement.

10. **ENTIRE AGREEMENT**

This Agreement, including Appendices A and B, constitutes the whole agreement between the parties with respect to the matters dealt with in it, and it rescinds any prior agreements, undertakings, discussions and the like respecting the matters dealt with in this Agreement and entered into by the parties before the date the Ministry signs this Agreement.

11. **RECORDS; AUDIT**

The Corporation shall prepare and maintain books and records of account related to its performance under this Agreement, which books and records shall be open to audit examination by representatives of the Ministry or the Provincial Auditor at any time during the Corporation's normal business hours on reasonable advance notice during this Agreement and for a period of one year after the expiration or termination of it.

12. **COMMUNICATION**

(a) All communication between the parties in respect to this Agreement shall be conducted through the following people:

Ministry Personnel

NAME

TITLE

Court Services Manager

Corporation's Personnel

NAME

TITLE

Murray Hackett

C.A.O./Clerk

Either party may at any time designate personnel different from those indicated above by giving the other party written notice.

(b) Any written communication between the parties shall be validly given to and received by the addressee if served personally or transmitted by electronic mail or fax, on the date of such personal service or transmission or, if mailed, on the third business day after the day on which it was mailed in Canada by prepared post addressed:

(i) If to the Corporation:

20 Pelham Town Square, P. O. Box 400

FONTHILL, Ontario, L0S 1E0

(ii) If to the Ministry:

59 Church Street

2nd Floor

St. Catharines, Ontario

L2R 7N8

or at such other address as either party may from time to time designate by notice in writing to the other. In the event of disruption of postal services, written communication shall be given by the personal service or transmission mentioned above.

13. **WAIVER**

Any provision of this Agreement may be waived in whole or in part by the other party without prejudice to that party's rights in the event of the breach of any other provision of it. A waiver shall be binding on the waiving party only if it is in writing. The waiver of any breach of any provision of this Agreement shall not be taken or held to be a waiver of any further breach of the same provision.

14. **TERM**

This Agreement commences on the 16th. day of August, 1993 and it continues until terminated.

15. **TERMINATION**

(a) If the Corporation is in breach of any provision of the agreement, then the Ministry, in addition to any other remedy available to it, may terminate this Agreement on 30 days written notice to the Corporation, and the Ministry shall be under no further obligation to the Corporation except to pay it all sums due to it under this Agreement to the date of termination. The Ministry may recover from the Corporation any damages, costs and expenses incurred by the Ministry as a result of such termination, and the Ministry may set them off against any amount payable by the Ministry to the Corporation at the date of termination.

(b) Either party may terminate this Agreement on 6 months express written notice to the other party and, on such termination, the parties shall be under no obligation to each other except to pay one another the sums due at the date of termination under paragraphs 1(d) and 3(c).

16. REMEDIES

The rights and remedies of the parties under this Agreement are cumulative and in addition to, and not in substitution for, their rights and remedies provided by law, equity, and legislation.

SIGNED, SEALED AND DELIVERED)

In the presence of:)

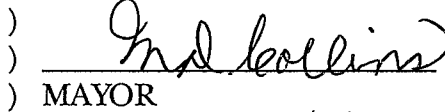
) THE MINISTRY OF THE
) ATTORNEY GENERAL

Witness

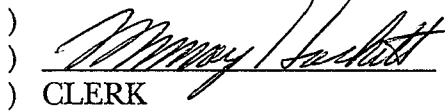
) 
) _____

Date

)
) THE CORPORATION OF THE
) TOWN OF PELHAM

) 
) _____

) MAYOR

) 
) _____

) CLERK

Date

NOTICE OF TRIAL

After the trial has been scheduled, the municipality will produce two copies of the trial notice (one for the defendant, one for the prosecutor) and send them to the court office, along with envelopes indicating the mailing address of the municipality, for signature by the clerk of the court or designated person. The notices will then be sent/mailed by the court to the prosecutor and to the defendant. The notices of trial cannot be dated prior to the date the municipality commenced the proceeding. In other words, the notices must be dated after the date on which the proceeding was commenced.

COURT DOCKET

The municipality will be responsible for producing the court docket, filing it with court office 5 working days prior to the court date. The court office will continue to post a copy of the docket the day of the trial. Source documents must correspond to the docket and be in docket order. **All** deletions or additions to the docket must be initialled by the clerk of the municipality or a designated person. The municipal prosecutor will also have to deliver the docket and the filed documents to the appropriate courtroom on the day of the trial.

- * Where a municipality has not opted in, all trial scheduling functions - scheduling of the trial itself, filing of cases, preparation of the trial notice and dockets will continue to be performed by the court office.

Appendix B

to an Agreement between The Queen in right of Ontario
and the Corporation of the Town of Pelham

Appendix B**POA 2 PLATE DENIAL INPUT FILE - SPECIFICATION FOR FILE LAYOUT:**Purpose:

POA 2 (parking offences) plate denials will be submitted to the Ministry of Attorney General, DFCC (Defaulted Fines Control System) from the Municipality. This specification outlines the layout of the input file and the format of the required fields on that file.

Frequency: Daily or as frequently as necessary.

Special Notes: A trailer record is required.

File Specifications:

Format	: EBCDIC
Record Size	: 272 characters
Block Size	: 272 characters

Tape Specifications:

Format	: EBCDIC
Density	: 6250 bpi
Labels	: standard labels if produced on IBM machine, no label otherwise
Record Size	: as above
Block Size	: "

Data Transmission:

To establish dial-up connection, a modem compatible with one these modem types: V.32bis or V.42 is required. If a personal computer is being used with an external V.32 bis-compatible or a V.24 compatible modem, a communications software package (and perhaps a communications board) will be required. Long-distance charges will apply when dialling from outside Toronto.

File Layout:

The following record types are required:

<u>Transaction Type</u>	<u>Ident</u>	<u>Record Length</u>
No File Header is required		
Detail Record (plate denial order)	pd31	272
File Trailer	pd98	272

The record formats are described below:

	<u>Type</u>	<u>Size</u>	<u>Value</u>
Tape Detail Record contains:			
Transaction Ident	A	4	always 'PD31'
Audit Trailer:			
Court id	N	4	To be provided by the court
Sequence Number	N	4	always 9999
Batch Date	N	6	zeroes or valid date
Batch Sequence Number	N	5	always 09999
Case id:			
Jurisdiction	N	3	To be provided by the court
Information Yr	N	2	Year of Offence
Information Prefix		A	8 Ticket 'Number'/Pin
Information Suffix	N	3	always 001
Driver Licence	A	15	Optional
Vehicle Plate Number	A	6	Mandatory
Convicting Court id	N	4	Mandatory, To be provided by the court
Offender Surname		A	35 Mandatory
Offender First Name	A	12	Mandatory unless sex code is 'C'
(company)			
Offender Init	A	2	
Address St	A	25	Mandatory, If 'unkown' the 'AU'
Address City	A	25	Mandatory
Address Province	A	25	
Postal Code		A	10
Sex	A	1	'M'ale, 'F'emale, 'U'nknown, 'C'ompany

POA2 PLATE DENIAL OUTPUT FILE - SPECIFICATION FOR FILE LAYOUT:Purpose:

The Ministry will provide a file of POA2 (parking offences) plate denials that have been paid at MTO. This specification outlines the layout of the output file and the format of the required fields on that file.

Frequency: Monthly or as frequently as necessary.

File Layout:

The record format is described below:

	<u>Type</u>	<u>Size</u>	<u>Value</u>
Tape Detail Record contains:			
FILLER	A	1	
Vehicle Plate Number	A	6	
Court Office	N	4	
Current Date	N	7	CYYMMDD
Transaction Date	N	6	YYMMDD
Case id:			
Court Office	N	4	
Jurisdiction	N	3	
Information Yr	N	2	
Information Prefix	N	8	
Information Suffix	N	2	
Count Number	N	1	
Fine Amount	N	9(2)	
Cost Amount	N	9(2)	always 00000000700
Fee Amount	N	9(2)	always zero
Amount Paid	N	9(2)	
Offender Surname	A	30	
Offender First Name	A	12	
Offender Init	A	2	
FILLER	A	68	