

THIS AGREEMENT made in triplicate this day of , 200__

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

hereinafter referred to as "the Corporation"

- AND -

MUNICIPAL BYLAW ENFORCEMENT SERVICES INCORPORATED

hereinafter referred to as "the Contractor"

WHEREAS the Corporation desires to engage the services of the Contractor as its Municipal Law Enforcement Officer and Property Standards Officer and the Contractor desires to accept the Corporation's engagement all upon the terms and conditions herein contained:

NOW AND THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants and agreements hereinafter set-forth, covenant and agree with each other as follows:

1. The Corporation hereby appoints the Contractor and its employees as necessary to the position of Municipal Law Enforcement Officer and Property Standards Officer of the Town of Pelham for the period **and term of this contract** commencing May 6, 2004 and ending May 5, 2005.
2. The Contractor shall well and faithfully supply all the services of Municipal Law Enforcement Officer and Property Standards Officer as provided in the By-laws, Policies and Work Step Procedures of the Corporation and shall submit **activity** reports to the Corporation's Director of Building & Enforcement Services **with each invoice**.
3. For the above term of contract, the Corporation shall pay the Contractor an hourly rate of **\$31.17** for the complete service.
4. The Contractor acknowledges that the total hours of work shall be determined by the Corporation in consultation with the Contractor and may be adjusted from time to time as the caseload requires.
5. The Contractor shall, for himself or his employees, provide a vehicle, cellular phones for communication, photographic equipment and film processing, safety equipment and uniforms for the performance of the duties within the municipal boundaries of the Corporation **and its partner municipalities** at the Contractor's expense.
6. The Contractor agrees that the Corporation will pay the Contractor the hourly wage as above for attendance at any court proceedings related to the performance of the duties and that a minimum of two (2) hours be paid for each required attendance at such proceedings. This paragraph will continue in effect for a period of two (2) years if the contract is terminated should the contractor be required for court.
7. The Corporation shall only provide all legal documentation necessary for the Contractor to effectively and efficiently carry out the duties.
8. The Contractor acknowledges that the Corporation may terminate this Agreement at any time without notice or compensation in lieu thereof for just cause.
9. **The parties acknowledge that either party** may terminate this Agreement, without cause, at any time upon first giving three (3) months' notice in writing. The Contractor acknowledges that in such a case he shall be entitled to no compensation under this Agreement upon the expiry of the said three (3) months.
10. The Contractor acknowledges that the Corporation may also terminate this agreement without cause and that in such an event the Corporation shall pay, in lieu of notice, to the Contractor, compensation equal to One Thousand Five Hundred Dollars (\$1,500.00) and that upon such payment the Contractor shall have no further claim or claims against the Corporation for such termination.

11. Upon the termination of this Agreement **or any extension or renewal thereof**, the Contractor hereby expressly waives and releases any and all rights, claims and interests whatsoever which he now has, or may have in future, arising out of this Agreement save as to those expressly provided in this Agreement and he does hereby discharge the Corporation from all liabilities therefore and this provision may be pleaded as a full and effective answer and estoppel to any such claims which he may assert in any civil proceeding. This provision shall be binding upon and enure to the benefit of the respective heirs, executor, administrators and successors of the parties hereto.
12. The Contractor acknowledges the right of the Corporation to promulgate policies and procedures governing the enforcement of its by-laws and the Contractor agrees to be bound by all such policies and procedures save and except where they specifically contradict the terms of this Agreement.
13. The Contractor shall devote his agreed time and attention to the discharge of the duties under this Agreement **and as more particularly described in the Position Description appended hereto** in that he shall devote that amount of time and attention normally expected of the By-law Enforcement Officer and Property Standards Officer of a municipal corporation.
14. The Corporation acknowledges that the Contractor may be under contract to other persons during the term of this agreement provided such contract does not interfere with the efficient provision of the duties under this Agreement.
15. The Contractor acknowledges that any trade secrets or confidential information he or his employees become aware of or develop in the performance of the duties under this Agreement shall be held by him or his employees in the strictest of confidence and not released without the express prior approval of the Town Council. The Contractor acknowledges that any benefits arising from the development of such trade secrets shall be the sole property of the Corporation. The Contractor further acknowledges that this restriction is reasonable on the part of the Corporation and shall survive the termination of this Agreement.
16. Any notice under this Agreement shall be deemed to be valid if given in writing and delivered by hand as follows:
 - a. To the Corporation:

Gord Cherney, Chief Administrative Officer/Treasurer
20 Pelham Town Square
P.O. Box 400
Fonthill ON L0S 1E0
 - b. To Contractor:

Municipal Law Enforcement Services Incorporated
30 Ker Crescent
Fenwick, ON L0S 1C0

or such other address as the Contractor shall provide by letter to the Chief Administrative Officer.
17. Notwithstanding Section 1, this Agreement may be extended for a further period or periods or amended by consent, such extension or amendments to be made in writing. In the event the parties agree to extend the term of this Agreement for a further period or periods, such extension or extensions shall be confirmed in writing not later than three (3) months prior to the expiration of the initial term or any extended term as the case may be. In the event that this Agreement shall not be extended **for a specific period by mutual agreement, this agreement shall remain in force and effect on a month to month basis until negotiated on mutually agreeable terms or terminated by either party in accordance with Paragraph 9 of this agreement.**
18. This Agreement is not assignable, either in whole or in part.
19. This Agreement shall be governed by the laws of the Province of Ontario.


- IN WITNESS WHEREOF the Contractor has hereunto placed his hand and seal and the Corporation has hereunto affixed its seal as witnessed by the hands of its proper signing officers duly authorized in that behalf the day and year first above written.

Per: Ronald W. Prewen
Mayor

Per: Debra J. Mitchell
Clerk

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Clerk)



Contractor

SEAL OF THE DISTRICT COURT
OF THE COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

Witness

TOWN OF PELHAM
BUILDING & ENFORCEMENT SERVICES DEPARTMENT
POSITION DESCRIPTION

POSITION TITLE: By-law Enforcement Officer and Property Standards Officer

PRIMARY FUNCTIONS: Performs by-law enforcement including parking enforcement and property standards enforcement duties as follow up to the Town's By-laws, Policies and Procedures.

REPORT RELATIONSHIP: Reports to the Director of Building & Enforcement Services

DUTIES AND RESPONSIBILITIES:

1. Provides part-time enforcement of the Town's by-laws in accordance with the Town's by-laws, policies and procedures. Provides part-time parking enforcement in the Town's partner municipalities of the Townships of West Lincoln and Wainfleet.
2. Investigates Formal Complaints received by the Town.
3. Meets with all parties concerned including apparent offenders and complainants.
4. Provides all necessary warnings and notices both verbal and in writing as necessitated in the circumstances.
5. Issues Parking Infraction Notices and Provincial Offence Notices as necessary for minor offences where by-laws have set fines approved.
6. Issues Informations for major offences, frequently occurring minor offences and for offences under by-laws not having set fines approved.
7. Makes court appearances as necessary for municipal prosecution.

WORKING RELATIONSHIPS:

1. WITH THE PUBLIC - responds to inquiries and complaints, maintains courteous relations while enforcing regulations strictly but tactfully, encourages self and voluntary compliance.
2. WITH OTHER TOWN STAFF - maintains harmonious relations with other staff members to coordinate activities and maintain cooperation and courtesy.
3. WITH EXTERNAL CONTACTS - usual courtesy and cooperation in obtaining and furnishing information.

QUALIFICATIONS: Completion of community college - Law & Security
or equivalent experience
CPSO designation - Certified Property Standards Officer

EXPERIENCE: 3 to 5 years in a municipal by-law enforcement department or equivalent experience.