

The Corporation of the Township of Southgate

By-law Number 2025-028

**being a by-law to authorize an agreement between
Municipal Support Services and the
Corporation of the Township of Southgate for by-law enforcement and
canine control services**

Whereas the Municipal Act, 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

Whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into an agreement with Municipal Support Services,

Now therefore be it resolved that the Council of the Corporation of the Township of Southgate enacts as follows:

1. **That** the agreement between Municipal Support Services and The Corporation of the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and the Clerk are hereby authorized and directed to sign the agreement, in substantially the same form as the agreement attached hereto as Schedule "A" on behalf of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**Read a first, second and third time and finally passed this 19th day of
March, 2025.**

Brian Milne – Mayor

Lindsey Green – Clerk

THIS AGREEMENT made this 19th day of March, 2025.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE
(Hereinafter referred to as the "Municipality")

AND

MUNICIPAL SUPPORT SERVICES INC.
(Hereinafter referred to as "The Contractor")

WHEREAS, the Municipal Act, S.O. 2001, requires the Municipality to fulfill Municipal obligations set out by the *Municipal Act, 2001*, and other applicable legislation, including the obligation to enforce its bylaws within the Township of Southgate (the "Township");

WHEREAS, the Municipality deems it desirable to enter into a contract for services with the Contractor for the enforcement of certain Municipal by-laws, namely the by-laws for animal control and for conduct after-hours;

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

1. TERMS OF THE CONTRACT AND RELATIONSHIP

1.1 The Contractor is hereby engaged to provide uniformed Animal Control and By-law Enforcement Officers required by the Municipality on the terms and conditions as defined by the Municipality. The Contractor shall be responsible to ensure that the relevant by-laws are enforced.

1.2 The engagement of the Contractor pursuant to this Agreement shall commence on the 19th day of March, 2025 at and shall expire on the 30th day of April, 2027 subject to the terms herein.

1.3 It is understood that this Agreement is an Agreement for services and that the Contractor is an independent Contractor and not an employee of the Municipality. Further, the payment detailed in Section 3 below is the sole obligation of the Municipality to the Contractor and the Contractor is not entitled to receive any of the employment benefits received by the employees of the Municipality. The Contractor shall assume full responsibility and liability for payment of any monies received by the Municipality and shall indemnify and hold the Municipality harmless 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* or the *Canada Pension Plan Act*, or such other similar legislation thereto, and any cost or expenses incurred in defending such claims or demands.

1.4 Should any overseer, supervisor, officer, employee or sub-contractor employed by the Contractor give any just cause for complaint, the Corporation may notify the

Contractor, in writing, stating the reasons therefore and the Contractor shall take such actions as are deemed necessary to remedy the complaint. The Township reserves the right to request that the Contractor dismiss such persons from the works associated with this Agreement forthwith and he/she shall not again be employed by the Contractor to provide services to the Corporation without the Corporation's written consent. This includes, without limitation, any workers who shall be incompetent, disrespectful, intemperate, dishonest, inebriated or otherwise objectionable or neglectful in the proper performance of their duties or who neglects or refuses to comply with or carry out the directions of the Contractor as it relates to this contract agreement.

2. TERMINATION OF AGREEMENT

2.1 This Agreement may be terminated by the Municipality or the Contractor in one of the following ways:

- a) Upon either party giving the other thirty (30) days written notice of the intention to terminate the agreement; or
- b) In the event of acts of wilful negligence or disobedience by the Contractor resulting in injury or damages to the Municipality, this Agreement may be terminated at the option of the Municipality upon five (5) days written notice.

2.2 If the Contractor neglects or compounds with his creditors to commit any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sublet this contract, or any part thereof without the consent of the Township or if at any time the work or any part thereof without the consent of the Township or if at any time the work or any part thereof is, in the judgement of the Township, not executed or not being executed in a sound or workmanlike manner and in all respects in strict conformity with the contract, or if such work or any part thereof is not progressing in such manner as to ensure entire satisfaction, or to comply with any reasonable order the Contractor may receive from the Township, or if the Contractor shall persist in any course in violation of any of the provisions of the contract, after twenty-four (24) hours written notice from the Township to the Contractor, the Township shall have the full right and power, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the said notice.

2.3 Notwithstanding the term prescribed herein, the Contractor may be required to attend in court and/or at a hearing which takes place or continues beyond the end of the term to provide evidence or testimony. Where such attendance is required, the Contractor shall charge the Township at the hourly rate as prescribed herein.

3. PAYMENT AND INVOICING FOR SERVICES RENDERED

3.1 For the provision of after-hours by-law under this agreement, the Contractor shall charge the Township at a rate of \$1,270.00 (one thousand, two hundred and seventy dollars) per month plus HST for priority dispatching for all after-hours by-law enforcement services beginning at 16:00 on Friday until 07:30 on Monday on all weekends and on Holiday weekends which shall include the Holiday before or after the

weekend, between April 1 and November 30 of each contracted year. Holiday shall be understood to be any statutory holiday that is recognized in the Province of Ontario.

1.2 For the provision of Animal Control services under this agreement, the Contractor shall charge the Township at a rate of \$40.00 (forty dollars) per hour plus HST, increasing 1.88% annually, for Officer response within the Township.

1.3 For the provision of By-law services under this agreement, the Contractor shall charge the Township at a rate of \$38.00 (thirty-eight dollars) per hour plus HST, increasing 1.88% annually for Officer response and service within the Township.

1.4 For the provision of all services under this agreement, the Contractor shall charge the Township at a rate of \$45.00 (forty-five dollars) per hour plus HST, increasing 1.88% annually, for Officer response within the Township specifically on days recognized as Statutory Holidays in the province of Ontario.

1.5 For the provision of all services under this agreement, the Contractor shall charge the Township at a rate of \$.60 per kilometre plus HST. Distance is measured from the Contractors Office to all destinations required to fulfill animal control and by-law duties including, but not limited to, out of region facilities.

1.6 The Contractor will invoice the Township every 15 days. the Contractor will provide detailed invoices of services provided, involving calls-for-service to be itemised. Invoices submitted by the Contractor to the Township are due within 15 days of receipt. Invoices paid past due shall accrue interest at the rate of 2.5% per annum, compounded monthly.

4. SERVICES

4.1 The Contractor agrees to provide uniformed Animal Control & Bylaw Enforcement Officers to enforce certain by-laws of the Corporation to fulfil the requirements of this Agreement.

4.2 For greater certainty, the Contractor will:

- i) enforce provisions of all Animal Control by-laws requiring the issuance of tickets or certificates;
- ii) inspect and enforce compliance for all Kennel Licensing within the Township;
- iii) complete all requisite documents and paperwork required by the Township and Animal Control facility when performing Animal Control Services;
- iv) Enforce After-Hours By-laws as they relate to noise, fireworks, parking enforcement, public nuisance and other bylaws in place within the Township between the hours of 1600 on Friday until 0730 on Monday, between April 1 and November 30 of each contracted year;
- v) provide after-hours by-law enforcement services beginning at 1600 on Friday until 0730 on Monday on all weekends and on Holiday weekends shall include the Holiday before or after the weekend, between April 1 and November 30 of each contracted year;

- vi) provide Municipal Law Enforcement Officers to attend court and provide necessary statements and evidence related to the notices, offences and orders, as required;
- vii) make, and furnish to the Township, such notes, documentation and photos as required for any investigations undertaken in the performance of services under this agreement. It is hereby agreed by the parties hereto that no infraction notice, order or certificate of offence will be given to the Corporation without the requisite officer notice and photos pertaining to the said infraction notice, order or certificate of offence;
- viii) in consideration of the health and safety of its officers, employees and sub-contractors, the Contractor will issue and use any/all necessary Personal Protective Equipment (PPE), in order to carry out their duties. The Township will not be responsible for the use or misuse of any PPE;
- ix) Within 48 hours of collection of a canine, the Contractor shall provide photos of the canine, location of collection; the contact (if applicable) of the canine finder; and the facility in which the canine is held for the required hold period. The Township will not be responsible for, nor will the Contractor collect on behalf of the Township, any uncontained at-large canine or any canine outside of the Township;
- x) provide dispatch or a message reception services which are capable of accepting messages from individuals regarding by-law infractions;
- xi) provide such training to its employees, officers and sub-contractors as is required to ensure that offences and infraction notices issued and actions taken are accurate, complete and will be defensible if challenged in court;
- xii) obtain, retain and pay for, at his own expense, all licenses, permits and qualifications required by law or statute or regulations made thereunder;
- xiii) furnish and maintain all such labour, equipment and supplies as are considered necessary for the due execution of the work set out or referred to herein. All equipment and supplies used by the Contractor for the execution of any part of the work shall be maintained in a satisfactory, safe and efficient working condition;
- xiv) abide by the Township's Smoking and Vaping By-Law and any Township policies regarding smoking and vaping as well as any and all provincial and federal regulations, when performing the services under the this Agreement;
- xv) meet the requirements of Ontario Regulation 429/07 (Accessibility for Ontarians with Disabilities Act) with regard to training. In accordance with Ontario Regulation 429/07 a document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Township upon request;
- xvi) review and abide by the Township's Occupational Health and Safety policies instituted by the Township from time to time;
- xvii) be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services performed hereunder; and
- xviii) provide reasonable protection to prevent property loss or damage and/or personal injury to persons, including but not limited to the employees of the Contractor and all other persons who may be affected thereby.

4.3 For greater certainty, the Corporation shall:

- i) enact an Appointment By-Law which will authorize the Contractor to enforce the by-laws of the Corporation and. In connection with this, the Contractor agrees to furnish to the Township the names and officer to the Corporation and the Corporation will ensure that the Appointment By-Law is filed with the Provincial Offences Court;
- ii) subject to the Corporation's sole discretion, defend any infraction notices, orders and certificates of offence which are challenged. This includes the cost of solicitors, paralegals, etc. to attend court. The Township reserves the right to cancel, withdraw, settle or otherwise dispose of any infraction notice, order and certificate of offence, whether or not it is challenged;
- iii) provide Township staff's secretarial services as needed, available and as it relates to the requirement to send notices, correspondence, orders, etc. in accordance with Township by-laws;
- iv) provide infraction notices, certificates of offence, and templates for use by the Contractor in the performance of their duties. It is agreed that all items provided will continue to be the property of the Township and must be returned to the Township upon request and upon termination or cancellation of this agreement;
- v) provide a non-dedicated workspace which may be used by the Contractor from time to time, however the Corporation will not be required to provide the Contractor with a key to the building where the workspace is located nor will any telephone or computer be provided. Access to the Corporation's files will be provided only as required and under the supervision of Corporation staff;
- vi) provide an email address which may be used by the Contractor in the performance of services under this contract;
- vii) provide assistance regarding best practices for writing infraction notices, orders, warnings, certificates of offence, interpretation of by-laws, etc; and
- viii) provide training for the Contractor as required with regard to enforcement areas and expectations of the Township in the performance of by-law enforcement services.

4.4 The parties hereby agree that each party will to the best of their ability and as appropriate, inform the other verbally or in writing with regard to any complaints, compliments and comments, as filed or reported. Further each party agrees to provide the required information as it relates to the issuance of infractions, correspondence, warnings, orders, certificates of offence, the scheduling of court hearings, and for other purposes as necessary to carry out the responsibilities set out in this Agreement. The parties further agree to deliver to the court without delay, after processing and aging by the Township as required, all infraction notices and certificates of offence issued and other documentation as required.

4.4 The Contractor will be permitted to affix the Township logo to vehicles provided by the Contractor for the provision of services under this agreement as long as the

Contractor's logo is also prominently displayed on said vehicles. Alternatively, the Contractor may identify the vehicles with the title "Municipal Law Enforcement".

4.5 The Contractor will not incur hours in excess of 35 hours per week for Animal Control, as required herein, without the express permission of the Township. The Township will not be responsible for payment for any hours in excess of 35 hours per week, as required herein which are not previously approved by the Township. The Township reserves the right to request additional hours from the Contractor in order to ensure that deadlines and requirements are met.

5. CONFIDENTIALITY OF INFORMATION

5.1 The Contractor shall not disclose to anyone outside the employ of the Corporation, without prior written permission of the Corporation, any aspect of the Corporation's business, except as required in the course of exercising its duties and responsibilities with the Corporation. Confidential information shall be as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, amended or replaced.

5.2 This Agreement will continue to restrict the Contractor's disclosure of such information after the termination of this Agreement indefinitely, unless such information has been made public through no fault of the Contractor. The parties hereto agree that by executing this contract agreement, the parties, their heirs, successors, assigns, employees and officers are bound to maintain confidentiality as if each individual had executed the agreement.

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

5.4 All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name that is developed or produced under this agreement, will be the sole property of the Township. The Contractor may not use the intellectual property for any purpose other than that contracted for in this agreement but may use the intellectual property for other purposes with the written consent of the Township and the Contractor will be solely responsible for any and all damages resulting from the unauthorized use of the intellectual property.

6. INSURANCE AND INDEMNITY

6.1 The Contractor shall obtain and maintain insurance coverage as outlined herein and provided by an insurance company or companies licensed to transact business in the Province of Ontario. Evidence of such insurance shall be provided to the Township in the form of a Certificate of Insurance signed by an authorized signatory prior to the execution of this agreement and such shall be provided to the Township at least annually, or on request.

6.2 The Contractor shall have a Commercial General Liability insurance policy of not less than no \$5,000,000 (five million dollars) per occurrence. The policy must insure against third party claims for bodily injury (including death), personal injury and/or property damage as a result of actual or alleged negligence of the Contractor. The policy shall include:

- i) The Township of Southgate as additional insured;
- ii) Cross Liability/Severability of Interests clause; and
- ii) Non-Owned Automobile Liability (SPF 6)
- iii) a minimum thirty (30) day's written notice to the Corporation of cancellation or non-renewal.

6.3 The Liability Insurance Policy and/or endorsements shall be satisfactory to the Township, and it is hereby agreed that no contract will be considered to be executed of in full force and effect until insurance requirements are met by the Contractor.

6.4 The insurance coverage noted above shall be maintained in force throughout the term of the contract agreement. Failure to maintain the required insurance and provide proof of same to the Township will render this Agreement null and void.

6.5 The Contractor agrees to fully indemnify and hold harmless the Corporation from and against all suits, judgments, claims, demands, expenses including reasonable legal fees, actions, causes of action and losses of any kind and for any and all liability which the Corporation may incur, sustain or suffer as a result of, arising out of or in any way related to the matters addressed in this Agreement occasioned wholly or in part by any negligent act or omission whether willful or otherwise by the vendor, their agents, officers, employees or other persons for whom the Contractor is legally responsible, unless such losses are caused solely by the Corporation's own negligence or misconduct.

7. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB) CLEARANCE

7.1 The Contractor shall, when required by WSIB, keep a current clearance certificate dated within sixty (60) days of the date of the work when performed and the invoice when submitted, and a copy of the clearance certificate shall be submitted at the earliest possible date or alternatively, provide a Workplace Safety and Insurance Board Independent Operator number in addition to the liability insurance required above.

8. SUBCONTRACTING

8.1 The Contractor shall not assign or subcontract without prior written consent of the Corporation. No permitted assignment or subcontract shall relieve the Contractor from its obligations arising from this agreement or impose any liability upon the Corporation or any assignee or subcontractor. The Contractor shall at all times be held fully responsible for the acts and omissions of the assignee's or subcontractor's

directors, officers, employees, independent contractors, sub contractors, shareholders, agencies, partners or volunteers.

9. NOTICE

9.1 Any notice or communication shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent to the business address herein.

For the Contractor:

Municipal Support Services Inc.
132 Drive in Crescent
Owen Sound ON N4K 5N7
Attn: Andrew James

For the Township:

Township of Southgate
185667 Grey County Road 9
Dundalk, ON, N0C 1B0
Attn: Lindsey Green, Clerk

9.2 The parties hereto will provide to the other, any change in contact information within ten (10) days of said change being effective.

9.3 Any notice shall be considered to have been legally served after being given one party to the other when hand delivered or in the case of notice by postal service, three (3) days after being post marked for mailing.

10. SEVERABILITY

10.1 If any provision or portion of any provision in this Agreement shall be held by 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.

11. GOVERNING LAW

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

12. BINDING EFFECT

12.1 This Agreement shall be binding upon the parties, their heirs, executors, administrators, successors and assigns.

13. AMENDMENTS

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

Agreement shall operate as a waiver of any other provision or of the same provision on a future occasion.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

The Corporation of the Township of Southgate

Per: Brian Milne, Mayor

Per: Lindsey Green, Clerk

Date:

I/We have the authority to bind the corporation

Municipal Support Services Inc.

Per: Andrew James, President

Date:

I/We have the authority to bind the corporation