



**THE CORPORATION OF THE TOWN OF INGERSOLL  
BY-LAW NO. 08-4480**

**A by-law to authorize the execution of an agreement  
with Commissionaires Great Lakes**

**WHEREAS** Commissionaires Great Lakes is desirous to enter into an agreement with the Town to provide parking enforcement for the Town of Ingersoll for the period commencing March 24, 2009.

**NOW THEREFORE** the Council of The Corporation of The Town of Ingersoll enacts as follows:

- 1 That the Mayor and Clerk are hereby authorized to execute an agreement with Commissionaires Great Lakes for the provision of parking enforcement in the Town of Ingersoll.
- 2 That a copy of the said agreement shall be annexed to and form part of this by-law.

READ a first and second time in Open Council this 14th day of April 2009.

READ a third time and passed in Open Council this 14th day of April 2009.

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Paul Holbrough, Mayor

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Elaine Clark, Clerk / Deputy Administrator

# **SERVICES AGREEMENT**

BETWEEN

COMMISSIONAIRES (GREAT LAKES)

AND

THE CORPORATION OF THE  
TOWN OF INGERSOLL

## SERVICES AGREEMENT

This Agreement is for non guard services commencing the 24<sup>th</sup> day of March, 2009 between Commissionaires (Great Lakes) ("CGL") having offices at 80 Church Street, Toronto ON M5C 2G1; and The Corporation of the Town of Ingersoll ("Client") having offices at 130 Oxford Street 2<sup>nd</sup> Floor, Ingersoll, ON N5C 2V5.

In consideration of the covenants and agreements herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties agree as follows:

### I INTERPRETATION

#### 1. Defined Terms

When used in this Agreement, the following words or expressions have the following meanings:

- (a) "Agreement" means this services agreement, and all schedules attached hereto;
- (b) "Fiscal Year" means any accounting period of twelve months. CGL's fiscal year begins April 1<sup>st</sup> and ends March 31<sup>st</sup>.
- (c) "Post" (or "Site") refers to the physical location where CGL personnel performing services hereunder are assigned to work;
- (d) "Rates" has the meaning ascribed to it in Schedule 2 of this Agreement;
- (e) "Services" mean the security guard services to be provided by CGL as described herein and in Schedule 1 of this Agreement;
- (f) "Term" means the period between the Commencement Date of this Agreement and the date of termination, and shall include the Initial Term and any Extension Period or Month-to-Month Period;

#### 2. Entire Agreement

This Agreement, including schedules, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the parties.

#### 3. Amendment and Waiver

No amendment or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver, unless otherwise expressly provided therein.

**4. Invalidity**

If any of the provisions contained in this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.

**5. Currency**

Unless otherwise specified in this Agreement, all dollar amounts referred to herein are expressed in Canadian dollars.

**6. No Adverse Presumption**

The parties agree that in any dispute over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms and conditions, there shall be no inference, presumption or conclusion drawn against either party by virtue of that party having drafted all or parts of this Agreement.

**7. Governing Law**

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

**8. Schedules**

The following Schedules are attached to, and form an integral part of this Agreement:

<b>Schedule "1"</b>	–	<b>Scope of Services</b>
<b>Schedule "2"</b>	–	<b>Rates of Services</b>

If there is any conflict or inconsistency between the provisions set forth in the body of this Agreement and the provisions set forth in any Schedule hereto, the provisions set forth in the body of this Agreement shall prevail, unless expressly provided otherwise in the Schedule.

## **II PERFORMANCE OF SERVICES**

**9. Scope of Services**

A summary of the Scope of Services (work) is set out in Schedule 1. CGL agrees to perform the by-law enforcement services in a timely fashion with all due skill, competence and diligence and in accordance with such requirements or restrictions as may be lawfully imposed by governmental authorities. CGL shall

take instructions from and report to the Client, or such other Client designates as are identified by the Client to CGL.

**10. Detailed Work Instructions**

- (a) Detailed work instructions shall be defined in "Post Orders". In the event of conflicting direction between Schedule 1 of this agreement and Post Orders; Schedule 1 of this agreement shall prevail.
- (b) Post Orders shall be prepared and provided for by the Client. Post Orders must be approved by CGL prior to implementation. Verbal instructions must be confirmed in writing within one business day.
- (c) CGL shall not accept responsibility or liability for the performance of duties not identified in Post Orders.
- (d) Additional training costs, including wage hours, resulting from changes to the Scope of Services shall be borne by the Client.

**11. Comply with Client Rules**

CGL shall not engage in any activity or provide any services where such activity or the provision of such services creates an actual, potential or perceived conflict of interest with the provision of Services pursuant to this Agreement. CGL shall disclose to the Client without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential or perceived conflict of interest.

**12. Personnel**

- (a) Individuals performing the services hereunder are CGL employees, and while assigned for duty at the Client site, remain subject to CGL policies and procedures including dress and discipline.
- (b) CGL management (or designated supervisory personnel) shall be granted access to the site as required for the purpose of quality assurance and/or supervision of CGL personnel.
- (c) The Client shall observe the same Occupational Health and Safety (OH&S) precautions, and considerations for comfort for CGL employees as for Client employees.
- (d) If the Client wishes CGL to replace any individual performing the Services hereunder, the Client shall advise CGL in writing, explaining the reason for such a request. CGL shall immediately take steps to rectify the situation then advise the Client.
- (e) In the event that the Client offers employment to CGL employees performing services hereunder, or within four months of the last day worked at the site by said CGL employee, the Client will compensate CGL not-less-than three months remuneration including overhead and benefits, and not greater than \$5,000.00 + GST in each instance.

**13. Services not Performed**

CGL shall not be held accountable or responsible for services not performed if directed not to perform those services by the Client, or if those services could not be performed due to reasons beyond the control of CGL. When services can not be performed, CGL will provide an explanation, and record the same on an applicable incident report.

### III FEES AND PAYMENT

**14. Fees**

- (a) The Client shall pay CGL for the Services performed at the rates set out in Schedule 2. Unless otherwise provided herein, the Rates shall include all applicable duties and taxes, excluding Provincial Sales Tax ("PST") and Goods and Services Tax ("GST"). GST will be added in all cases unless an authorized exemption is in effect.
- (b) Rates as set out in Schedule 2 are inclusive of CGL employer obligations. Legislated changes affecting employer's contribution costs including but not limited to: Employment Insurance (EI), Workplace Safety & Insurance Board (WS&IB), and Canada Pension Plan (CPP) shall be passed to the Client.
- (c) Statutory holidays include: New Years Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving, Christmas and Boxing Day. Costs attributed to statutory holidays not worked are included in rates set out in Schedule 2.
- (d) Client recognized holidays include: Remembrance Day. Also other unspecified days off authorized by client. Costs associated with Client approved holidays/days off shall be borne by the Client.
- (e) In the event this agreement applies to multiple sites where CGL personnel are required by the client to be cross-trained; CGL personnel shall be paid at the higher of a) their normal rate of pay or b) the rate of pay at an alternate work site, during the period of assignment. The Client shall be billed at the higher rate during this period as well.
- (f) Cost of Living (COL) consideration shall apply. The new rate will be applied on each anniversary date of the contract, and calculated as the previous year's rate plus CPI or 2% (which ever is greater).

**15. Payment**

- (a) CGL shall submit invoices to the Client bi-weekly for services rendered.
- (b) Invoices not paid within thirty days shall be deemed "outstanding" and shall be assessed 2% per month interest and fees. In the event collection services are retained by CGL for the purpose of the Client account, all fees including legal shall be added to the value of the outstanding account and paid for by the Client.

## IV OWNERSHIP

**16. Assignment of Equipment and Manuals**

The Client agrees and acknowledges that all equipment and manuals supplied by CGL in the course of providing the Services shall be the sole and exclusive property of CGL.

**17. Return of CGL Equipment and Manuals**

The Client shall, forthwith upon the termination of this Agreement, return all CGL equipment and manuals to CGL; or where CGL Confidential Information or Personal Information is in an electronic format, delete such information in such manner that the information cannot be recovered and, where appropriate, provide CGL with a written confirmation by a senior officer certifying that all Personal Information and CGL Confidential Information in the Client's possession has been destroyed.

## V INSURANCE

**18. Insurance**

CGL accepts normal employer responsibilities including associated administrative requirements; as well:

- (a) \$5 million Public Liability Insurance, and
- (b) Dishonesty Insurance (Bonding) of each CGL employee for \$100,000.

## VI TERM AND TERMINATION

**19. Term**

This Agreement shall be effective for a period of one (1) year commencing on March 24, 2009 (the "Commencement Date") and continuing until March 25, 2010 unless earlier terminated in accordance with the terms herein.

**20. Automatic Renewal**

Unless the Client has provided CGL with thirty (30) days prior notice that this Agreement will terminate, then upon the expiry of the Term of this Agreement, this Agreement shall be automatically renewed on a month-to-month basis thereafter, on the same terms and conditions, and this Agreement shall remain in effect until terminated by either party on thirty (30) days notice.

**21. Termination for Convenience**

Either party may terminate this Agreement at any time, without cause, upon thirty (30) days prior written notice to the other party.

**22. Immediate Termination**

In addition to all other rights of termination available at law, CGL may immediately terminate this Agreement upon giving notice to the Client if:

- (a) The Client is in default of any of its material obligations hereunder and such default is not remedied within thirty (30) days of the date of receipt of written notice thereof;
- (b) The Client is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Client's insolvency;
- (c) The Client undergoes a change in control which, in the sole opinion of CGL, adversely affects CGL's ability to satisfy some or all of its obligations under this Agreement or the Client does not promptly advise CGL of a change in control;

**23. Payment upon Termination**

The Client shall pay-in-full, including arrears, interest and penalties of all recent and outstanding invoices within thirty days of the last day of services provided.

## VII GENERAL

**24. Notice**

Except where otherwise provided herein, any notice, provided or permitted hereunder, shall be in writing and delivered by courier addressed to the party for which it is intended.

**25. Force Majeure**

Neither party shall be liable for any default or delay in the performance of its obligations hereunder: (a) if and to the extent such default or delay is caused, directly or indirectly, by any cause beyond the reasonable control of such party; and (b) provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of commercially reasonable alternative sources, work-around plans or other means, (individually, each being a "**Force Majeure Event**").

**26. Assignment**

The parties agree that neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred without the prior express written consent of the other party. Any attempt by a party to affect such a transfer

or assignment without such consent shall be wholly void and totally ineffective for all purposes.

**27. Survival**

The rights and obligations, which by their nature extend beyond the termination of this Agreement, shall survive the expiry of the Term or the earlier termination or expiration of this Agreement and shall remain in force and effect after the termination hereof, until such time as the parties may mutually agree to the release of the obligations contained therein. No termination of this Agreement by any party shall affect the rights and obligations of any party which have accrued as of the date of such termination.

**28. Cumulative Remedies**

The rights, powers and remedies of either party under this Agreement are cumulative, and in addition to, and without prejudice to, any other right, power or remedy available to the party under this Agreement or otherwise available at law.

**29. Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

**30. Further Acts**

Each party agrees that upon the written request of the other party, it shall do all such acts and execute and deliver all such further documents and shall cause the doing of all such acts and shall cause the execution of all such further documents as are within its power to cause or execute, as the other party may from time to time reasonably request be done and/or executed as may be necessary or desirable to give effect to this Agreement.

**31. Counterparts**

This Agreement may be signed in any number of counterparts which, when taken together, will constitute one and the same Agreement.

**32. Electronic Transmission**

A party may deliver an executed copy of this Agreement electronically or by facsimile but that party shall deliver within ten working days to the other party an originally executed copy of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

**Strathroy District Collegiate Institute &  
Holy Cross Catholic Secondary School**

**Commissionaires (Great Lakes)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: : \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(I/We have authority to bind the Corporation.)

(I/We have authority to bind the Corporation.)

## **Schedule 1 – Scope of Services**

### **General Description of Services**

## **INGERSOLL BY LAW ENFORCEMENT**

### **PHYSICAL DUTIES**

Patrol town centre and write tickets for incorrect parking in accordance with the Town of Ingersoll By-Laws. Duration of duties is between the hours of 0800 and 1800 hrs daily. Patrols hours are not fixed, and starting times vary. During this time period it is expected that no less 3 trips around the designated area take place. One "trip", takes approximately 1 hour and 15 minutes to complete. Average daily work is 4 ½ hours per day with a total 45 hours in a two week pay period.

### **COMPUTER DUTIES**

Familiarity is required with computer program Auto Cite and Auto Process.

Monday – Receives CRC (Certificate of Request Conviction) download from the Auto Process program. Sign and deliver to the local Ontario Provincial Police (OPP) station for transport by the OPP to the Provincial Offences Court in Woodstock, Ontario. Receive signed CRC from previous week from OPP. This information contains the conviction dates assigned. This submission to the 3<sup>rd</sup> party administrator Park Smart is completed via email using Microsoft Outlook program. Receive NIC (Notice of Impending conviction), and sort and file tickets according to date of notice.

### **DAILY**

- Upload hand held Auto Cite into the Auto Cite program at the end of each day
- Pick up from the local OPP station any tickets they have written during the past 24 hours and enter into the Auto process program.
- Prepare paperwork and book court dates for person who have had tickets issued and wish to go to court.
- Attend and give testimony in court on day of trial at Woodstock, Ontario in Provincial Offices court.
- Check to ensure all is in order when the Parksmart uploads the previous day's ticket to their system.
- Respond to complaints made and review and make written comment to the attention of the Town Clerk for resolution.
- Compile and audit tickets to ensure none are missing file by date.

- As tickets are paid, collate necessary copies and or receipts and enter information of payment into auto Process program.
- After payment information is entered file paid tickets by date.
- File necessary NIC tickets for processing.
- When CRC is received, tickets still unpaid from the NIC file are removed and filed in the CRC file.
- When the CRPD is received, pull ticket from the CRC file and put in the CRPD file.

## **MONTHLY**

- On the first Thursday of the month, download the CRPD (Certificate Requesting Plate Denial).
- Ensure all is in order and present to the Town Clerk who will sign and submit to the MTO (Ministry of Transportation).
- Inform ParkSmart via email of notification of MTO so they may send supporting documentation to MTO.

## Schedule 2 – Rates of Services

The Client shall pay CGL for its services and personnel at the following hourly rates, subject to the conditions set out below:

Classifications of CC personnel	Standard Rate per hour	Overtime Rate per hour	Statutory Holiday Rate per hour
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Year 1

Bylaw Officer	\$16.65	\$24.98	\$41.63
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CGL may charge the Client the Overtime Rate if less than 48 hours notice is provided prior to an assignment. The Overtime Rate will only be charged if CGL must pay Security Personnel overtime as a result of the notice provided.

CGL will charge the Client the Statutory Holiday Rate for any work performed on a Statutory Holiday.