

This agreement is entered into this day of _____, 2023.

B E T W E E N

THE CORPORATION OF THE TOWN OF ORANGEVILLE

hereinafter referred to as the "Town of Orangeville"

- and -

THE CORPORATION OF THE TOWN OF GRAND VALLEY

hereinafter referred to as the "Town of Grand Valley"

WHEREAS the Town of Grand Valley and the Town of Orangeville are desirous of entering into an agreement for the provision of Licensing Administration and By-law Enforcement Services of a Vehicle for Hire By-law;

AND WHEREAS the Town of Orangeville has employees qualified to provide Licensing Administration and By-law Enforcement Services;

AND WHEREAS the Town of Grand Valley has passed a uniform Vehicle for Hire By-law;

NOW THEREFORE that in consideration of the sum of one (1) Dollar, the receipt and sufficiency of which is hereby acknowledged and the covenants and agreements contained herein, the parties hereto mutually covenant and agree as follows:

1. TOWN OF ORANGEVILLE RESPONSIBILITIES

1.1 The Town of Orangeville agrees to administer the licensing program for the Vehicle for Hire By-law with professionalism including:

- a) receiving and reviewing an application for a licence;
- b) evaluating an application in accordance with the criteria established in the by-law;
- c) issuing a licence in accordance with the provisions of the by-law;
- d) issuing notice for administrative suspensions, imposing conditions, refusal or revocation of a licence;
- e) inspections as required under the Vehicle for Hire By-law;
- f) notice and conduct of a hearing where the applicant or licensee requests a hearing.

1.2 The Town of Orangeville agrees to provide by-law enforcement services with professionalism on an as-needed basis to the Town of Grand Valley in response to Vehicle for Hire By-law including:

- a) complaint intake;
- b) inspection and investigation;
- c) issuing or notices, orders and correspondence;
- d) laying of charges in accordance with the Provincial Offences Act;

e) courtroom preparation and appearance.

1.3 The Town of Orangeville agrees to provide and pay for prosecution services related to charges laid for violations of the Vehicle for Hire By-law.

1.4 The Town of Orangeville shall invoice the Town of Grand Valley on a monthly basis. The invoice shall itemize the following:

- a) the date the by-law enforcement service is provided;
- b) the number of hours in connection with the by-law enforcement service;
- c) the total wage inclusive of benefits payable in connection with the by-law enforcement service;
- d) prosecution costs;
- e) mileage payable in connection with the service including the mileage travelled and the rate per kilometre; and
- f) disbursements.

1.5 The Town of Orangeville shall notify the Town of Grand Valley of any adjustments in the hourly rate inclusive of benefits thirty (30) days in advance of any invoice being issued by the Town of Orangeville at the adjusted rate.

2. TOWN OF GRAND VALLEY RESPONSIBILITIES

2.1 The Town of Grand Valley agrees to pay within thirty (30) days of receipt of an invoice from the Town of Orangeville:

- a) an annual retainer fee of \$1,000.00 for administration of the licensing program, complaint intake, hearings and prosecution services;
- b) the hourly rate inclusive of benefits of \$59.04 per hour including travel time for bylaw enforcement services;
- c) mileage including mileage to the Town of Grand Valley at the CRA mileage rate for by-law enforcement services;
- d) disbursement costs.

2.2 The Town of Grand Valley acknowledges and agrees that the hourly rate inclusive of benefits shall be adjusted annually according to the Town of Orangeville's salary and benefits program.

2.3 The Town of Grand Valley shall pass a By-law appointing by-law enforcement staff identified by the Town of Orangeville Clerk from time to time as By-law Enforcement Officers in accordance with the Municipal Act and the Police Services Act.

2.4 The Town of Grand Valley at all times shall fully indemnify and save harmless the Town of Orangeville against all actions, suits, claims, and demands whatsoever which may be brought against or made upon the Town of Orangeville and from and against all loss, costs, damages, charges and expenses whatsoever which may be incurred or injury caused by or in connection with the services provided under this Agreement.

3. GENERAL PROVISIONS

3.1 The term of this agreement shall be three (3) years, commencing on September 11, 2023. Unless terminated, this agreement shall be automatically renewed for one (1) year.

3.2 The Town of Orangeville and the Town of Grand Valley agree to comply with all applicable laws pertaining to this Agreement.

3.3 The Town of Orangeville or the Town of Grand Valley may, at any time and for any reason, terminate this Agreement by giving sixty (60) days written notice to that effect.

3.4 Termination of this Agreement shall not affect the parties' rights, responsibilities, obligations or liabilities arising during the term of the Agreement with respect to matters arising prior to the date of termination and shall not affect any right or remedy to which the Town of Grand Valley or Town of Orangeville would otherwise be entitled.

3.5 All information collected or acquired by the Town of Orangeville in the performance of the services subject to this Agreement shall become the property of the Town of Orangeville.

3.6 The Town of Grand Valley acknowledges that the Town of Orangeville may acquire information about certain matters that are confidential.

3.7 The Town of Orangeville agrees to protect the confidential information to the same extent that it protects its own confidential information. The Town of Orangeville shall not disclose any information it acquires without the consent of the Town of Grand Valley unless otherwise required by law.

3.8 The Town of Orangeville and Town of Grand Valley acknowledge that they are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. Any requests for access to information in relation to the services provided shall be the responsibility of the Town of Orangeville.

3.9 The Town of Grand Valley and Town of Orangeville hereby agree that any notice required or given pursuant to this Agreement shall be sufficiently given if personally delivered, postage prepaid at any time other than during a general discontinuance of postal services or sent by email, as follows:

In the case of the Town of Grand Valley:

THE CORPORATION OF THE TOWN OF GRAND VALLEY

5 Main Street North
Grand Valley, ON L9W 5S6
Attention: Clerk's Office
Email: mail@townofgrandvalley.ca

In the case of the Town of Orangeville:

THE CORPORATION OF THE TOWN OF ORANGEVILLE

87 Broadway
Orangeville, ON L9W 1K1
Attention: Carolina Khan, Clerk
Email: clerksdept@orangeville.ca

or to such other address or person as either party may notify the other of in writing.

3.10 Any notice shall be deemed to have been given and received by the party to whom it is addressed if:

- a) delivered, on the date of delivery;
- b) mailed, on the fifth day after the mailing thereof;

c) email transmission before 4:30 p.m., on the date of the email transmission with confirmation of delivery of the email;

d) email transmission after 4:30 p.m., on the next business day following the email transmission with confirmation of delivery of the email.

In Witness whereof the Parties have signed this agreement.

) THE CORPORATION OF THE TOWN OF ORANGEVILLE

)

) _____

) Lisa Post, Mayor

) Date: _____

)

) _____

) Carolina Khan, Clerk

) Date: _____

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) WE HAVE AUTHORITY TO BIND THE CORPORATION

)

) THE CORPORATION OF THE TOWN OF GRAND VALLEY

)

)  _____

) Steve Soloman, Mayor

) Date: Aug 27/23

)

)  _____

) Meghan Townsend, Clerk

) Date: Aug 18/23

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) WE HAVE AUTHORITY TO BIND THE CORPORATION

Agreement executed in
accordance with By-law 2023-32