

This agreement is entered into this 10th day of July, 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 SHELBURNE

hereinafter referred to as the "Town of Shelburne"

WHEREAS the Town of Shelburne and the Town of Orangeville are desirous of entering into an agreement for the provision of Licensing Administration and Bylaw Enforcement Services of a Vehicle for Hire Bylaw;

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

AND WHEREAS the Town of Shelburne has passed a uniform Vehicle for Hire Bylaw;

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 Bylaw with professionalism including:
 - a) receiving and reviewing an application for a licence;
 - b) evaluating an application in accordance with the criteria established in the bylaw;
 - c) issuing a licence in accordance with the provisions of the bylaw;
 - d) issuing notice for administrative suspensions, imposing conditions, refusal or revocation of a licence;
 - e) inspections as required under the Town of Shelburne bylaw XX-2023;
 - f) notice and conduct of a hearing where the applicant or licensee requests a hearing.
- 1.2 The Town of Orangeville agrees to provide bylaw enforcement services with professionalism on an as needed basis to the Town of Shelburne in response to Vehicle for Hire Bylaw including:
 - a) complaint intake;
 - b) inspection and investigation;
 - c) issuing of 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 Bylaw.
- 1.4 The Town of Orangeville shall invoice the Town of Shelburne on a monthly basis.

The invoice shall itemize the following:

- a) the date the bylaw enforcement service is provided;
- b) the number of hours in connection with the bylaw enforcement service;
- c) the total wage inclusive of benefits payable in connection with the bylaw

- 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 Shelburne 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 SHELburne RESPONSIBILITIES

- 2.1 The Town of Shelburne 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 (the Town of Shelburne) at the CRA mileage rate for bylaw enforcement services;
- d) disbursement costs.

- 2.2 The Town of Shelburne 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 Shelburne shall pass a Bylaw appointing bylaw enforcement staff identified by the Town of Orangeville Clerk from time to time as Bylaw Enforcement Officers in accordance with the *Municipal Act* and the *Police Services Act*.

- 2.4 The Town of Shelburne 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 July 17, 2023. Unless terminated, this agreement shall be automatically renewed for one (1) year.
- 3.2 The Town of Orangeville and the Town of Shelburne agree to comply with all applicable laws pertaining to this Agreement.
- 3.3 The Town of Orangeville or the Town of Shelburne 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 (the Town of Shelburne) or Town 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 Shelburne 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 Shelburne unless otherwise required by law.
- 3.8 The Town of Orangeville and the Town of Shelburne 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 Shelburne 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 Shelburne:

THE CORPORATION OF THE TOWN OF SHELburnE

203 Main Street East
Shelburne ON L9V 3K7

Attention: Jennifer Willoughby, Clerk

Email: clerk@shelburne.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.

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[Signature]

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WE HAVE AUTHORITY TO BIND THE CORPORATION