

The Corporation of the Town of Essex

By-Law Number 2026

Being a by-law to Appoint Municipal By-Law Enforcement Officers for the Town of Essex

Whereas Section 224 (d) of the Municipal Act, 2001, S. O. 2001, c. 25 and amendments thereto provides that one of the roles of Council is to ensure that administrative policies, practices and procedures and controllership policies, practices and procedures are in place to implement the decisions of Council;

And Whereas Section 227 of the Municipal Act, 2001. S.O. 2001, c 25 and amendments thereto provides that it is the role of the officers and employees of the municipality:

- a) To implement council's decisions and establish administrative practices and procedures to carry out council's decisions;
- b) To undertake research and provide advice to council on the policies and programs of the municipality; and
- c) To carry out other duties required under this or any Act and other duties assigned by the municipality.

And whereas, Section 15 of the Police Services Act, R.S.O. 1990 and amendments thereto allows for Councils to appoint persons to enforce the By-Laws of the Municipality;

And whereas, the Town of Essex is desirous of appointing designated members of the Canadian Corps of Commissionaires Ottawa as Municipal By-Law Enforcement Officers for the Town of Essex for the purposes of enforcing its municipal by-laws, regulations, fire routes and assessable parking areas;

Now therefore be it resolved that the Council of The Corporation of the Town of Essex enacts as follows:

1. That the Canadian Corps of Commissionaires Ottawa and its members designated (such designations as may be amended from time to time) be duly appointed as Municipal By-Law Enforcement Officers with full authority to enforce all assigned municipal by-laws, regulations, fire routes and accessible parking areas;
2. That the term of this appointment shall commence effective immediately and shall continue at the pleasure of the Council of the Corporation of the Town of

Essex pursuant to the terms and conditions of the Agreement attached hereto and marked as Schedule “A” to this By-law;

- 3. That this By-Law shall come into full force and effect upon the final passage thereof.

Read a first, a second and a third time and finally passed on June 7, 2021.

Mayor

Clerk

Schedule "A" to By-Law Number 2026

**The Canadian Corps of Commissionaires Ottawa
24 Colonnade Road, Ottawa, Ontario, K2E 7J6**

AGREEMENT TO PROVIDE PARKING ENFORCEMENT SERVICES

THIS AGREEMENT MADE this 19th day of April, 2021

BETWEEN:

**TOWN OF ESSEX
33 TALBOT STREET SOUTH
ESSEX, ONTARIO
N8M 1A8**

Herein after called the "Company,"

OF THE FIRST PART

AND

**COMMISSIONAIRES OTTAWA
24 COLONNADE ROAD
OTTAWA, ONTARIO
K2E 7J6**

Herein called the "Commissionaires Ottawa"

OF THE SECOND PART

WITNESSETH THAT the parties hereto, in consideration of the covenants and conditions herein contained, understand, and agree with each other as follows:

1.0 NATURE OF THE AGREEMENT

Commissionaires Ottawa – Windsor Regional Office shall furnish Parking Enforcement services for the Town of Essex from June 1 until September 15, 2021 around the Colchester Beach and Harbour area.

- 1.1 The assigned Commissionaires shall be suitable for the work required. If a Commissionaire is found to be unsuitable, the Company shall immediately inform Commissionaires Ottawa and provide written substantiation for that decision. Commissionaires Ottawa will provide a replacement as soon as possible.
- 1.2 The Commissionaires will provide services as listed in Appendix "A" – "Scope of Work".

2.0 FINANCIAL PROVISIONS

2.1

| DESCRIPTION | REGULAR RATE | OVERTIME RATE | STAT HOLIDAY RATE |
|-------------|--------------|---------------|-------------------|
| Guard Rate | | | |

- Taxes are not included in above pricing

2.2 The Company shall, when having called a Commissionaire in to work, pay the Commissionaires Ottawa for a minimum of four (4) hours at the rate applicable for that day, notwithstanding that the hours actually worked may have been less than four (4) hours.

2.3 Company authorized Overtime shall be at one-and-one half times the Regular Rate. Overtime is payable when our personnel works more than forty four (44) hours per week.

2.4 The Company authorized Public Holidays and Civic Holidays will be:

- | | | |
|------------------------------|---------------------|--------------------|
| a. New Year's Day | d. Canada Day | g. Remembrance Day |
| b. Good Friday | e. Labour Day | h. Christmas Day |
| c. The Queen's Birthday | f. Thanksgiving Day | i. Boxing Day |
| (May 24 or preceding Monday) | | j. Family Day |

2.5 The Company shall pay Commissionaires Ottawa for the aforementioned Public Holidays as follows:

- a. For hours **Worked**: Two-and-half times the Regular Billing Rate

2.6 For other than at paragraph 2.1, the rate per hour shall not be increased during the period of this Agreement without the prior approval of the Company.

2.7 The Company agrees to pay to Commissionaires Ottawa as per conditions outlined in Article 2.1 and Article 9.

3.0 PAYMENTS AND INVOICING

3.1 Invoices for the services prescribed in this Agreement shall be rendered by Commissionaires Ottawa bi-weekly on the basis of the number of hours actually worked, and in accordance with the Rates set out in the Financial Provisions portion of this Agreement and Terms set out in Section 3.0.

3.2 Invoices for services rendered shall be payable by the Company within 30 days of the invoice(s) date, in accordance with the terms of this Agreement.

3.3 If the Company has any objection to the charges contained in any invoice(s), the Company shall, within twenty-five (25) days of invoice date, notify Commissionaires Ottawa of the nature of the objection.

- 3.4 An amount is overdue when it remains unpaid for a period of forty-five (45) days after the date of the invoice, except in those cases where the Company has raised an objection. In those cases, the amount shall be considered overdue forty-five (45) days after the date on which the objection has been resolved to the satisfaction of both parties.
- 3.5 The Client shall be liable to pay, without demand from Commissionaires Ottawa, simple interest at the Bank of Canada Prime Business Rate in effect plus three (3) percent per annum on any amount which is overdue; from the day such amount became overdue, until the day prior to the day payment is received.
- 4.0 **PRICE ESCALATION**
- 4.1 In the event that, during the continuance of this Agreement, the costs to Commissionaires Ottawa were to increase as a result of the actions of the Provincial Legislature of Ontario and/or the Government of Canada, the rates set out in Paragraph 2.1 above shall be adjusted by an amount which will ensure that Commissionaires Ottawa, a non-profit organization, will fully recover any such cost increases.
- 5.0 **EMPLOYER/EMPLOYEE RELATIONSHIP**
- 5.1 The Commissionaires shall remain the employees of Commissionaires Ottawa, which shall be responsible for the arrangement of fill-in and substitutions of present personnel, pay, supervision, discipline, leave, and all other matters arising out of the relationship between employer and employee.
- 5.2 The Company shall be responsible to prepare the Post Orders covering security requirements. These Orders must be submitted to Commissionaires Ottawa for review and approval prior to implementation. Amendments to and/or verbal instructions altering those Orders must be confirmed in writing, as soon as possible after the change, and submitted to Commissionaires Ottawa for review and approval.
- 5.3 The Company shall appoint an official to whom the Senior Commissionaire shall report. This official shall provide all orders and instructions concerning the specific duties of Commissionaires, insofar as the Company is concerned, to the person designated by Commissionaires Ottawa as the Senior Commissionaire.
- 6.0 **PUBLIC LIABILITY, WORKERS COMPENSATION AND PROPERTY DAMAGE INSURANCE**
- 6.1 Commissionaires Ottawa agrees to carry sufficient public liability, workers compensation and property damage insurance to cover reasonable claims for damages and injuries against Commissionaires Ottawa, resulting from any wilful act or omission by Commissionaires Ottawa or its employees, in connection with the performance of their assigned duties.
- 6.2 Commissionaires Ottawa disclaims any responsibility resulting from the performance of any

duties not contained in relevant Post Orders, notwithstanding the fact that they may have been assigned to our personnel on duty by the Company or its representative.

- 6.3 Commissionaires Ottawa shall arrange, pay and maintain, during the Term of his Agreement, public liability workers compensation and property damage insurance in an amount not less than five million dollars (\$5,000,000.00) which insurance shall protect Commissionaires Ottawa against all claims from damages or injury, including death, to any person or persons, and for damage to any property of the Company or any other public and private property resulting from the execution of any work pursuant to the terms of this Agreement. Commissionaires Ottawa covenants and agrees at all times during and throughout the Term to maintain on file with the Company Certificates of Insurance containing: (i.e.) proof of insurance coverage for both its own equipment and that of its employees and of others who may perform services, from time to time, or hire for the purpose of performing the work required under this Agreement; (ii) payment of premiums; (iii) an undertaking of the Commissionaires Ottawa's insurer to notify the Company within (30) days prior to any cancellation or lapse of insurance coverage; and (iv) proof that the Company is named as a co-insured on all insurance policies resulting from all insurance coverage required under this Agreement. All insurance required under this Agreement shall exclude the exercise of any claim of Commissionaires Ottawa's insurers against the Company by subrogation.
- 6.4 Commissionaires Ottawa shall indemnify the Company and save it harmless from and against all loss, claims, actions, damages, liability and expense in connection with loss of life, personnel injury, damage to property or any other loss or injury whatsoever arising from or out of this Agreement or any occurrence in, at or upon the site or any part thereof, occasioned wholly or in part by any act or omission of Commissionaires Ottawa, its agents, employees, servants and sub-companies. If the Company shall without fault on its part, be made a party to any litigation commenced by or against Commissionaires Ottawa, then Commissionaires Ottawa shall protect, indemnify and hold the Company harmless and shall pay to the company, upon demand thereof, all costs and expenses, including reasonable legal fees (on a solicitor and his client basis) incurred or paid by the Company in connection with such litigation.

6.5 HEALTH AND SAFETY OBLIGATIONS

6.5.1 COMPANY HEALTH AND SAFETY OBLIGATIONS

Before commencing any work on a project or site, the Company shall provide information in writing, notifying Commissionaires Ottawa of potential or actual exposure to biological, chemical or physical agents to protect the health or safety of the Commissionaires Ottawa employees.

The Company shall ensure that such facilities are maintained to the provincial Occupational Health and Safety Act regulations as prescribed. The company shall promptly and suitably correct all health and safety related deficiencies and hazards, including those that may be identified by Commissionaires.

Before beginning a contract, the company shall present a list of all designated substances that are present at the site to Commissionaires Ottawa.

6.5.2 COMMISSIONAIRES OTTAWA HEALTH AND SAFETY OBLIGATIONS

Commissionaires Ottawa and the Company agree to observe the same precautions for their safety while on duty and pursuant to this Agreement, as they do for their own employees. Commissionaires Ottawa agrees to report any known deficiency or hazardous conditions to the Company immediately. Commissionaires Ottawa will comply with provincial Occupational Health and Safety laws and Commissionaires Ottawa OHS policy and programs.

7.0 DRESS

- 7.1 Commissionaires Ottawa shall provide our site personnel with uniforms in accordance with the standard Order of Dress. Unless otherwise requested by the Company and agreed to by Commissionaires Ottawa, uniforms shall be worn at all times while on duty.

8.0 AVAILABILITY

- 8.1 Commissionaires Ottawa, subject to availability of personnel, shall provide additional personnel as requested by the Company, at the then current rates.

9.0 TERMINATION/CANCELLATION

- 9.1 In the event that either party is dissatisfied with the conditions and/or quality of service provided, this Agreement may be terminated, upon either party giving the other party **at least 30 days'** notice, in writing.
- 9.2 **In the event the client cancels approximately 8 hours or less before the Commissionaires services are requested, the client will be required to pay for the hours that were pre-booked. All cancellations must be sent in writing to mbellefleur@commissionaires-ottawa.on.ca and to kbossman@commissionaires-ottawa.on.ca.**

10.0 GENERAL

Notice

- 10.1 Any notice or other written communication required or permitted hereunder shall be in writing and:
- (a) advance copy of communication emailed.
 - (b) delivered personally to the Party or , if the Party is a corporation, an officer of the Party to whom it is directed; or

- (c) sent by registered mail, postage prepaid, return receipt requested (provided that such notice or other written communication shall not be forwarded by mail if on the date of mailing there exists an actual or imminent postal service disruption in the city from which such communication is to be mailed or in which the address of the recipient is found); or
- (d) sent by commercial overnight courier; or
- (e) sent by confirmed facsimile.

10.2 All such notices shall be addressed to the party to whom it is directed at the following addresses:

If to: Commissionaires Ottawa – Windsor Regional Office
3063 Walker Road, Suite 102
Windsor, Ontario
N8W 3R4

Attention: Matthew Bellefleur, Regional Manager – Southern Ontario
Phone Number: (519) 966-9651 Ext. 200
Cell Number: (519) 890-4996
Email: mbellefleur@commissionaires-ottawa.on.ca

If to: Town of Essex
33 Talbot Street South
Essex, Ontario
N8M 1A8

Attention: Doug Sweet, Director of Community Services/Deputy CAO
Phone: (519) 776-8811
Email: dsweet@essex.ca

11.0 AGREEMENT

11.1 This agreement shall be binding upon the parties hereto, their heirs and their respective successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered these presents by their respective authorized officers.

Signed, Sealed and Delivered

Commissionaires Ottawa

By: [Signature]
Name: Matthew Bellefleur

Date: April 20, 2021

Title: Regional Manager

Town of Essex

By: [Signature]
Name: Doug Sweet

Date: April 20, 2021

Title: Dir. of Community Services / Deputy CAO

Schedule “B” to By-Law Number 2026

APPENDIX “A” – “SCOPE OF WORK”

To provide parking By-Law enforcement services for the Town of Essex. The By-law Officer will educate the public on parking zones.

One officer will be provided per shift unless otherwise agreed upon.

Location of Services: Colchester Beach and Harbour area

Dates of coverage: June 1 until September 15, 2021

Hours of work: 1030-1845hrs unless otherwise agreed upon

INVOICE DIRECTION:

Attention: Doug Sweet, Director of Community Services
Town of Essex
33 Talbot Street South
Essex, Ontario
N8M 1A8

Phone: (519) 776-7336 ext. 1130

Email: dsweet@essex.ca