

THE CORPORATION OF THE COUNTY OF PERTH

BY-LAW NUMBER 3038

**Being a By-Law to authorize an Agreement
Between the Corporation of the City of Stratford and
The Corporation of the County of Perth
For the provision of By-law Enforcement**

WHEREAS Section 8 of the Municipal Act, 2001, S.O. 2001, c.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


AND WHEREAS the Corporation of the County of Perth deems it expedient to enter into an agreement with the Corporation of the City of Stratford for the provision of parking enforcement at 1 Huron Street, 24 St. Andrew Street and the St. Andrew Street parking lot;

NOW THEREFORE the Council of the Corporation of the County of Perth enacts as follows:


1. The Warden and Clerk are hereby authorized to execute and affix the corporate seal thereto to the Special by-law Enforcement Officer Agreement; and
2. The attached agreement showing as Schedule A shall form part of this by-law; and
3. THAT this By-law will come into force and take effect on the date of final passing thereof.

Read a first and second time this 9th day of August, 2007.

Read a third and final time this 9th day of August, 2007.



Ron McKay, Warden



Ria Colquhoun, CAO/Clerk

THIS AGREEMENT made this 23rd day of July, 2007.

BETWEEN:

THE CORPORATION OF THE CITY OF STRATFORD

Hereinafter called the "City"

OF THE FIRST PART

AND

JOHN KIRKHAM

Hereinafter called the "Special By-law Enforcement Officer"

OF THE SECOND PART

AND

THE CORPORATION OF THE COUNTY OF PERTH

Hereinafter called the "Employer"

OF THE THIRD PART

WHEREAS The Corporation of the County of Perth desires that John Kirkham be appointed a Special By-law Enforcement Officer (SBEO), under s. 15 of the *Police Services Act, R.S.O. 1990, c. P.15* (as may be amended from time to time, or under any successor legislation) for enforcing one or more municipal parking by-laws respecting only parking on private property, along fire routes or in disabled persons parking spaces or on City boulevards within the City or a specified part or parts thereof;

AND WHEREAS the *Highway Traffic Act, R.S.O. 1990, c. H.8, and the Municipal Act, 2001, S.O. 2001, c.25* empower SBEOs to authorize the removal of vehicles parked in contravention of municipal by-laws.

AND WHEREAS Council of The Corporation of the City of Stratford agrees to appoint John Kirkham as a Special By-law Enforcement Officers (SBEO) within the City of Stratford for the purposes of parking enforcement for 1 Huron Street, 24 St. Andrew Street and the St. Andrew Street parking lot;

NOW THEREFORE in consideration of the mutual covenants and agreements and other good and valuable consideration, the Parties hereto agree with each other as follows:

1. The SBEO hereby covenants and agrees to be trained by the City and certified as a person qualified to enforce such parking laws.
2. The SBEO and the Employer hereby covenant and agree to supervision of the SBEO by the City and agree that the SBEO will attend the required training sessions.
3. The Employer is the employer of the SBEO.
4. The SBEO may be appointed pursuant to By-law 206-90, as amended (or its successor) an Officer for, inter alia, the purposes of issuing certificates of parking infraction and parking infraction notices under Part II of the *Provincial Offences Act, R.S.O. 1990, c. P.33*, respecting parking on private property, along fire routes or in disabled persons' parking spaces and for such other matters as the Council of the City authorizes by by-law from time to time.
5. The Solicitor General of Ontario, on August 21, 1987, designated all Special By-law Enforcement Officers as provincial offences officers.
6. Part II of the *Provincial Offences Act* empowers provincial offences officers to issue certificates of parking infraction and parking infraction notices.
7. The SBEO and the Employer hereby covenant and agree to limit their municipal law enforcement to municipal parking by-laws respecting parking on private property, along fire routes or in disabled persons' parking spaces, and only while his or her appointment as an SBEO is still effective and has not lapsed, or been suspended or terminated.
8. The SBEO and the Employer hereby covenant and agree that the City in its sole discretion may by by-law revoke its appointment of the SBEO at any time and without prior notice to the SBEO or the Employer. Further, in revoking such appointment, it is agreed by the SBEO and the Employer that the City does not need to give reason for such revocation.
9. Notwithstanding any provision of this agreement, the appointment of the SBEO shall be automatically revoked without the passing of a by-law by the City immediately upon revocation of the SBEO's certification by the City. The SBEO and the Employer hereby covenant and agree that the City in its sole discretion may de-certify the SBEO at any time and without prior notice to the SBEO or the

Employer. Further, in revoking such certification it is agreed by the SBEO and the Employer that the City does not need to give reason for such revocation.

- 10. The SBEO and the Employer shall always indemnify and keep indemnified and save harmless the City from and against all actions, suits, proceedings, claims, losses, costs, damages and demands which may be brought about, against or made upon the City and against all loss, costs, demands, charges and expenses whatsoever which may be incurred, sustained or paid by the City in consequence of the actions of any one of the SBEO and the Employer and hereby grant to the City full power and authority to settle any such actions, suits, claims and demands on such terms as the City may deem advisable. The SBEO and the Employer hereby covenant and agree with the City to pay to the City or any of them on demand all moneys paid by the City or any of them in pursuance of any such settlement, and also such sum as shall represent the reasonable costs of the City or its solicitor defending or settling any such actions, suits, claims or demands.
- 11. The SBEO and the Employer hereby agree to provide and maintain liability insurance and file a current certificate of insurance satisfactory in form and amount to the City.
- 12. THE SBEO and the Employer hereby agree that the designation of the position of SBEO is not transferable.
- 13. Any notice to be given pursuant to this agreement shall be sufficiently given if served personally upon the party or an officer of the party for whom it is intended, or mailed, in the case of:

The City: The Corporation of the City of Stratford
 City Hall, P.O. Box 818
 STRATFORD ON N5A 6W1
 Attention: City Clerk

SBEO: John Kirkham
 1 Huron Street
 Stratford On N5A 5S4

Employer: The Corporation of the County of Perth
 Perth County Court House
 1 Huron Street
 Stratford On N5A 5S4
 Attention: County Clerk

This agreement and everything herein contained shall enure to the benefit of and be binding on the parties hereto and their respective successors and assigns and any subsequent corporations which may assume the assets and liabilities of the same.

IN WITNESS WHEREOF the City and the Employer hereto have set their hands and seals and affixed their corporate seals duly attested by the hands of their proper officers authorized in that behalf and the Special By-law Enforcement Officer has set his hand hereto.

THE CORPORATION OF THE CITY OF STRATFORD

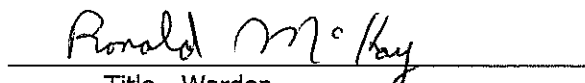


 Mayor - Daniel B. Mathieson

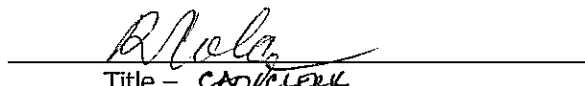


 Clerk - Joan Thomson

THE CORPORATION OF THE COUNTY OF PERTH




 Title - Warden
 Name - RONALD MCKAY



 Title - CAO/CLERK
 Name - RIA COLQUHOUN



 Witness Name - B. WESTLAKE POWER



 Special By-law Enforcement Officer
 John Kirkham