

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY**

**BY-LAW NUMBER 28 - 2011**

**BEING**, a by-law to authorize the Mayor and CAO to enter into a contract appointing Tim Lewis as a Municipal Prosecutor for the Municipality of West Grey;

**WHEREAS**, Section 130 of the Municipal Act, S.O. 2001, provides that every Council may pass such by-laws and make such regulations for the health, safety, morality and welfare of the inhabitants of the municipality;

**AND WHEREAS**, the Municipal Act, S.O. 2001, Chapter 25, section 227, establishes the role of the officers and employees of the municipality;

**NOW THEREFORE THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOWS:**

1. That the Mayor and CAO be authorized to sign a contract with Tim Lewis for the position of Municipal Prosecutor, on a part-time as needed basis, for the purpose of prosecuting by-law charges issued by a Provincial Offences Officer (West Grey Police, Director of Building Services/Chief Building Official, By-law Enforcement Officer, Property Standards Officer, and any other person authorized to issue a by-law charge) of the Municipality of West Grey.
2. That Tim Lewis be hired by contract for the period of time set out in Schedule "A".
3. That Schedule "A" – Contract Agreement form part of this by-law.
4. This by-law shall take full force and effect on the date of passing.

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Read a first and second time this 2<sup>nd</sup> day of May, 2011.

Read a third time and finally passed this 2<sup>nd</sup> day of May, 2011.

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Kevin Eccles, Mayor

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Christine Robinson, CAO

**SCHEDULE "A" TO BY-LAW NUMBER 28 - 2011**

**CONTRACT AGREEMENT**

This agreement made in duplicate this 2<sup>nd</sup> day of May, 2011.

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY  
(Hereinafter called the "Municipality")**

**AND**

**TIM LEWIS  
(Hereinafter called the "Contractor")**

**WHEREAS**, the Municipality requires the services of the Contractor to conduct the duties described herein, and the parties do hereto agree as follows;

**AND WHEREAS**, in consideration of this, that the Contractor shall be hired by contract and that this contract shall be subject to the following conditions;

1. The Municipality agrees to contract the services of the Contractor as a "Municipal Prosecutor", on a part-time as needed basis. The Contractor hereby agrees to diligently perform these tasks for the Municipality.
  - a) Prosecute by-law charges issued by a Provincial Offences Officer (West Grey Police, Director of Building Services/Chief Building Official, By-law Enforcement Officer, Property Standards Officer, and any other person authorized to issue a by-law charge) of the Municipality of West Grey, for any issue that goes before a Justice in a Provincial Offences Court, as deemed appropriate by the Municipality, in consultation with the Contractor;
  - b) Review each case and assess the potential for successful prosecution and make recommendations thereof to the Municipality;
  - c) Provide a report on the status of each case after each court appearance.
2. The Municipality shall maintain all records, and copies thereof, at the municipal office and shall permit the Contractor access to them as required in the course of his duties.
3. The Contractor shall receive instructions directly from the CAO or designate, through either written or verbal requests, and shall provide information necessary from time to time as the case may be, to the CAO or designate, for the completion of his duties.
4. The Municipality agrees to notify the Contractor immediately, in writing, if any default in the performance of his duties occurs.
5. The Municipality agrees to provide access to municipal office space, miscellaneous supplies such as paper, writing instruments and tablets, and use of a telephone, fax machine, and photocopier, to facilitate the carrying out of the contract by the Contractor and staff assistance when necessary.
6. The Contractor agrees to provide his own personal vehicle, at his own expense, for the purposes of traveling to and from the court in Walkerton in order to carry out the duties necessary to facilitate the carrying out of the contract. The Municipality shall reimburse the Contractor for the use of his own personal vehicle while on all other municipal business at a rate equivalent to the rate per kilometer provided to West Grey employees.

7. The Municipality agrees to reimburse the Contractor in the amount of \$100.00 per case, for up to two cases on the same court date, however, should the Contractor deal with more than two cases on the same court date, the additional fee for the cases will be paid at \$50.00 per case.
8. The Contractor agrees that he is not entitled to any medical, retirement or life insurance benefits which are currently provided by the Municipality.
9. The Contractor shall use due care to ensure that no person or property suffers injury or loss and that no rights are infringed as a result of the completion of the works or operations of the Contractor under this agreement. The Municipality agrees to supply any necessary liability insurance coverage for the Contractor.
10. The Contractor shall invoice the Municipality on a monthly basis.
11. The Contractor agrees that he will not act on defense on the same sort of matters for the duration of this contract.
12. The parties agree that this Agreement can be terminated by either party giving thirty (30) days written notice to the other party.
13. The Contractor acknowledges that failure to adhere to any of the above services will result in termination of the contract.

IN WITNESS WHEREOF, the Contractor and the Municipality have hereunto signed.

I have read the information above, and do hereby agree to comply with the requirements of this Agreement for contracted employment.

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Tim Lewis, Contractor

Signed and Sealed by the Municipality of West Grey

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Kevin Eccles, Mayor

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Christine Robinson, CAO