



The Municipal Corporation of the Town of Fort Erie

By-law No. 34-2022

Being a By-law to Authorize the Entry into an Amending Agreement with Rutherford Prosecutions for Hearing Officer Services under the Administrative Penalty System (Fees for Services)

Whereas the Town entered into an Agreement with Rutherford Prosecutions (the "Contractor"), for Hearing Officer Services under the Administrative Penalty System, dated February 27, 2020 (the "Agreement"), pursuant to which the Town engaged the Contractor to provide the services of a Hearing Officer as required by By-law Nos. 111-2019 and 114-2019, as amended from time to time; and

Whereas section 5 of the Agreement sets out the fees to be paid by the Town to the Contractor for professional services rendered pursuant to the Agreement; and

Whereas the Town and the Contractor have agreed to increase the fees payable by the Town to the Contractor for professional services rendered pursuant to the Agreement; and

Whereas Report No. PDS-09-2022 was considered and approved at the Council meeting of February 28, 2022, authorizing the entry into an Amending Agreement with the Contractor for Hearing Officer Services under the Administrative Penalty System, to revise the fees for services; and

Whereas it is deemed desirable to enter into an Amending Agreement with the Contractor for Hearing Officer Services under the Administrative Penalty System, to revise the fees for services as set out in Report No. PDS-09-2022;

Now therefore the Municipal Council of the Town of Fort Erie enacts as follows:

1. **That** entry into an Amending Agreement with Rutherford Prosecutions for Hearing Officer Services Under the Administrative Penalty System, to revise the fees for services, in the form of Schedule "A" attached to and forming part of this by-law, is authorized and approved.
2. **That** the Mayor and Clerk are authorized to execute the Amending Agreement and to affix the corporate seal thereto.

3. **That** the Clerk of the Town is authorized to effect any minor modifications, corrections or omissions, solely of an administrative, numerical, grammatical, semantical or descriptive nature to this by-law or its schedules after the passage of this by-law.

Read a first, second and third time and finally passed this 28th day of March, 2022.

Mayor

Clerk

I, Carol Schofield, Clerk of The Corporation of the Town of Fort Erie, certify the foregoing to be a true copy of By-law No. 34-2022 of the said Town. Given under my hand and the seal of the said Corporation, this day of , 20

**AGREEMENT FOR SERVICES
(INDEPENDENT CONTRACT)
AMENDMENT**

THIS AMENDING AGREEMENT made on the _____ day of _____, 2022
("the Amending Agreement").

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT ERIE

("the Town")

- and -

RUTHERFORD PROSECUTIONS

("the Contractor")

WHEREAS:

1. On or about February 27, 2020, the Town and the Contractor entered into an Agreement for Services (Independent Contract) pursuant to which the Town engaged the Contractor to provide the services of a Hearing Officer as required by Town By-law Nos. 111-2019 and 114-2019, as amended from time to time ("the Agreement"); and
2. Section 5 of the Agreement sets out the fees to be paid by the Town to the Contractor for professional services rendered pursuant to the Agreement; and
3. The Town and the Contractor have agreed to increase the fees payable by the Town to the Contractor for professional services rendered pursuant to the Agreement; and
4. Paragraph 8(d) of the Agreement provides that no modification to the Agreement may be made unless agreed to by the parties in writing;

NOW THEREFORE the Town and the Contractor (collectively "the parties"), in consideration of the mutual covenants and agreements contained in the Agreement, the further mutual covenants and agreements in this Amending Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 5 of the Agreement is amended as follows:

5. CONTRACTOR'S FEES FOR SERVICES REQUIRED

The Town shall pay to the Contractor the following fees for professional services rendered:

- (a) \$300.00 (plus HST) per half day (up to four (4) hours); and
- (b) \$550.00 (plus HST) per full day (9:00 a.m. to 4:00 p.m., with a lunch break from 12:00 p.m. to 1:00 p.m.)

2. All other provisions of the Agreement are unchanged and remain in full force and effect and are binding upon the parties.
3. This Amending Agreement may be signed in counterpart, each of which is an original and all of which together constitute a single document. Counterparts may be executed in original or electronic form and may be exchanged by way of mail or PDF file delivered by email.

IN WITNESS WHEREOF the parties have duly executed this Amending Agreement as of the date first written above.

**Signed, Sealed and
Delivered in the
presence of:**

THE CORPORATION OF THE TOWN OF FORT ERIE

)
)
) By: _____
) Name: Wayne H. Redekop
) Title: Mayor
)
)

)
) By: _____
) Name: Carol Schofield
) Title: Clerk
)
)

) We have authority to bind the Corporation.
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) **RUTHERFORD PROSECUTIONS**
)
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Witness

) Per: _____
) Janet Rutherford