THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 10-128

BEING A BY-LAW TO PROVIDE PARKING CONTROL SERVICES FOR THE CITY OF PETERBOROUGH AT THE MORROW PARKING LOT (P-24-10)

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

That the Mayor and Clerk be hereby authorized to execute an agreement between The Corporation of The City of Peterborough and Securitas Canada Limited, 349 George Street North, Suite 206, Peterborough, Ontario, K9H 3P9, in the form attached hereby as Schedule “A”, and to affix the Seal of The Corporation thereto.

By-law read a first, second and third time this 5th day of July, 2010.

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Kevin Arjoon, Deputy Clerk
THIS CONTRACT made this_____ day of ________________, 2010

BETWEEN:

SECURITAS CANADA
(the “Contractor”)

and

THE CORPORATION OF THE CITY OF PETERBOROUGH
(The “City”)

WHEREAS the City desires the Contractor to provide Parking Control Services for Morrow Parking Lot to the City pursuant to Request for Proposals Document No. P-24-10, and in accordance with the Contractor’s Proposal both of which are attached hereto as Schedule “A” and form part of this Contract (hereinafter referred to as the “Work”);

AND WHEREAS the Contractor agrees to fully perform the Work;

NOW THEREFORE THIS CONTRACT WITNESSETH THAT in consideration of the mutual covenants and agreements herein contained the parties agree as follow:

1. The Contractor agrees to furnish to the City sufficient personnel to carry out the duties with respect to the Work which are set forth in the Contractor’s Proposal Document.

2. a) This Contract shall remain in full force and effect for a term of five (5) years, commencing September 1, 2010, and being fully completed on August 31, 2015, provided that the Contractor maintains acceptable standards of operation and service throughout the contract period. Should the Director of Community Services or his designate determine that any aspect of the service or operation is unsatisfactory, he or she shall notify the Contractor in writing, and the Contractor shall thereafter have twenty (20) days to correct the problem. In the event that the Contractor fails to correct the problem within the aforementioned period, the City shall have the right to terminate this Contract upon thirty (30) days written notice to the Contractor.
b) The City shall have the right to extend the term of this Contract for one (1) further year, commencing on September 1, 2015, upon the same terms and conditions herein, save and except the rates set out in Schedule “A”, which shall be renegotiated. The City shall advise the Contractor, in writing on or before March 31, 2015, of its desire to extend the Contract for the further term of one (1) year, and the parties shall agree upon the appropriate rates, failing which Contract, the rates shall be set by arbitration, in accordance with the Arbitration Act.

3. The City agrees to pay to the Contractor for the services set out in Schedule “A”. The Contractor acknowledges and agrees that the City shall not be responsible for any overtime or premium wages in respect of any statutory holidays, unless the City requests that services be provided on such holiday, and such services are actually provided.

4. The Contractor shall submit accounts to the City on a biweekly basis, which accounts shall be prepared from time sheets. Payment of any such account shall be made to the Contractor within thirty (30) days following the date of the invoice.

5. Any persons performing services pursuant to this Contract shall remain the employees of the Contractor, which shall be solely responsible for attendance, pay, supervision, discipline, unemployment insurance, Canada Pension, Workplace Safety and Insurance Act compensation, leave, uniforms, and all matters arising out of the relationship between employer and employee. The uniforms utilized by the Contractor shall be subject to the approval of the City.

6. The Contractor warrants that the personnel so provided shall be of clean appearance, good deportment, satisfactory physical capacity to perform
their duties under any emergency, able to understand, speak and write fluently in the English language, and have the ability to perform basic mathematical functions. No Parking Control Services Officer, who, after a reasonable amount of training, and who, in the opinion and at the sole discretion of the Director of Community Services and/or his designate, has been found unsuitable, shall continue to be deployed by the Contractor in connection with this Contract.

7. All Parking Control Services Officers must be licensed under the Contractor, pursuant to the provisions of the *Private Investigators and Security Guards Act*. In addition, each person employed with the Contractor pursuant to this Contract shall be covered by employee dishonesty insurance and the Contractor shall provide to the City proof of such coverage.

8. The Contractor shall indemnify and save harmless the City from and against any and all claims, demands, losses, costs, damages, actions, suits, court proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, or attributable to the negligence, acts or omissions of the Contractor in executing the Work required by this Contract.

9. The Contractor shall provide liability insurance, as provided in Schedule “A”, to cover all claims arising out of the negligence of the Contractor or its failure to fulfil any of its obligations pursuant to this Contract. A certificate confirming all such insurance coverage shall be provided to the City.

10. The Contractor shall provide training, as set forth in the Training- Employee Development Section of the Contractor’ Security Services Proposal, which forms part of Schedule “A” attached hereto. If the City
requires additional site training, any such additional hours will be billed to the City at straight time.

11. If there is any conflict between the provisions of this Contract and the provisions of Schedule “A”, the provisions of this Contract shall prevail.

12. This Contract shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

WITNESS the corporate seals of the parties hereto under the hands of their duly authorized signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

in the presence of:

SECURITAS CANADA

Name:
Office:

Name:
Office:

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF PETERBOROUGH

D. Paul Ayotte, Mayor

Nancy Wright-Laking, Clerk