THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 10-129

BEING A BY-LAW TO PROVIDE SITE SECURITY SERVICES FOR
THE CITY OF PETERBOROUGH, SOCIAL SERVICES DIVISION
(RFP P-20-10)

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 AGREEMENT made this 1st day of August 2010

BETWEEN:

SECURITAS CANADA

hereinafter referred to as “the Security Services Company” OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter referred to as the “City” OF THE SECOND PART

WHEREAS the City requested Proposals from interested Proponents for the provision of site security services for the Social Services Division of the City of Peterborough, as set out in Request for Proposals Document No. P-20-10, which is attached as Appendix A (referred to as the “Service(s)”);

AND WHEREAS the Security Services Company submitted a Proposal dated June 9th 2010, which is attached as Appendix B (referred to as the “Proposal”), which the City wishes to accept;

NOW THEREFORE in consideration of the mutual covenants herein contained and the provision of other good and valuable consideration (the receipt and adequacy of which is acknowledged) the parties hereto have agreed as follows:

1.00 TERM OF THE AGREEMENT

1.01 This Agreement shall remain in full force and effect for a term of three (3) years, commencing August 1, 2010, and being fully completed on July 31, 2013, provided that the Security Services Company maintains acceptable standards of operation and Service throughout the contract period.

1.02 The City shall have the right to extend the term of this Agreement for one (1) additional year, commencing on August 1, 2013, upon the same terms and conditions herein as set out in Section 3.0. The City shall advise the Security Services Company, in writing, on or before December 31, 2012, of its desire to extend the Agreement for the additional one (1) year term.
2.00 SCOPE OF SERVICES PROVIDED BY THE SECURITY SERVICES COMPANY

2.01 The Security Services Company agrees to furnish to the City, daily Services for the Social Services Division, in a high volume office setting, serving vulnerable populations. In the event of a conflict or inconsistency between the Services and the Proposal, the provisions of the Services shall prevail.

2.02 In the event that the Social Services Division be mobilized in response to a City or County emergency and may be assigned to provide site security functions.

2.03 Unless otherwise expressly specified in this Agreement, Security Services Company agrees to supply at its sole cost and expense all permanent employees only. Part time employees assigned to the City will not be accepted. The Security Services Company shall also provide all equipment and technical assistance necessary to perform the Services to be furnished under this Agreement and assume all overhead expenses in connection herewith, to the reasonable satisfaction of the City.

2.04 Any persons performing Services pursuant to this Agreement shall remain the employees of the Security Services Company (“Security personnel”), 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 Security Services Company shall be subject to the approval of the City.

2.05 Security personnel assigned to this Agreement must meet the following standards, unless waived at the discretion of the City and in exceptional circumstances:

a) They must be mature and reliable with a character beyond reproach. They must be of a calm, serious disposition; be able to perform their duties with extreme discretion and firmness. Their previous background and performance must reflect alertness, initiative, ingenuity and sound judgment. They must be able to take quick action and make appropriate decisions.

b) Be fidelity bonded and currently licensed by the Province of Ontario.

c) Be in good general health without physical defects or abnormalities, which would interfere with the performance of duties.

d) It is mandatory that the Security Services Company assigns only personnel fluent in speaking, writing and understanding the English language.

e) First aid trained.

f) Education equivalent to Grade 12 Ontario standards.

2.06 All Security personnel may be subjected to security clearance screening through the Director of Community Services.
2.07 The Security Services Company shall be responsible for maintaining high standards of performance, conduct, competency and integrity of the Security personnel assigned pursuant to the provisions of this Agreement.

2.08 The Security Services Company shall provide training, as set forth in RFP P-20-10 and shall provide to the City in writing that Security personnel are certified that they have satisfactorily completed the training. This certification shall be required for all subsequent Security personnel assigned pursuant to the provisions of this Agreement prior to their assignment.

2.09 The City shall provide initial on-the-job-training to supervisors or representatives of the Contractor on the basic outline of security requirements necessary at the Facility.

2.10 The City may assist the Security Services Company supervisors or representatives in Security personnel if deemed necessary.

2.11 The Security Services Company shall ensure the satisfactory completion of the following on-the-job-training by each Security personnel prior to or within 24 hours of assignment or reassignment:

(a) Thorough knowledge and understanding of standing orders including policy and specific orders for responding to:

   (i) removal of vulnerable population individuals;
   (ii) emergency alarms;
   (iii) bomb threats;

(b) Orientation and operation of security system.

(c) Operation of access and egress control equipment.

2.12 The occasional orientation briefings may be provided by the City, the content of which includes lectures on security requirements, knowledge of new or existing equipment, and fire drills. It is expected that the Security Services Company will pay the time of employees attending such orientation.

2.13 The Security Services Company shall be responsible for ensuring the security personnel do not read or disturb papers on desks, open desk drawers or cabinets or use the City telephones except as authorized by the City.

2.14 Further Security personnel shall not use any City office equipment, paper, envelopes or other stationary supplies or remove any such material or items from the facilities.
3.00 COMPENSATION FOR SERVICES

3.01 The City agrees to pay to Security Services Company a total cost of $34,320 for the year commencing August 1, 2010.

3.02 In the event the City exercises its option to extend this contract into the fourth year, the price paid to the Security Services Company shall increase by the lower of 3% or the amount of the Consumer Price Index as calculated during the third year of the Agreement. Following the fourth year and provided the parties agree, the Agreement may be extended on a month-to-month basis, on terms mutually agreeable to the parties.

3.03 The Security Services Company 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.

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

3.05 The City reserves the right to make any amendments to, without limiting the generality of the following, shift hours, number of security personnel and working days, as prescribed by this Agreement. Any amendments will be in writing between the City and the Security Services Company, and will form part of this Agreement.

4.0 TERMINATION OF AGREEMENT

4.01 Should the City determine, in its sole discretion that any aspect of the Service or operation is unsatisfactory, the City shall notify the Security Services Company in writing, and the Security Services Company shall thereafter have twenty (20) days to correct the problem. In the event that the Security Services Company fails to correct the problem within the aforementioned period, the City shall have the right to terminate this agreement upon thirty (30) days written notice to the Security Services Company.

4.02 In the event of non-performance of Services involving health and safety issues, the Agreement may be cancelled immediately by the City, without notice.

4.03 No Security personnel who have been found unsuitable, after a reasonable amount of training and in the opinion and at the sole discretion of the City, shall be employed by the Security Services Company in connection with this Agreement.
5.0 **INSURANCE**

5.01. The Security Services Company shall procure, maintain and pay for all premiums and expenses incurred with the following Comprehensive General Liability Insurance, which shall include:

a) Public liability of $2,000,000 for the death or injury to one person arising from any one accident;

b) Public Liability for death or injury to more than one person arising from any one accident;

c) Property damage of $2,000,000 for damage to property arising from any one accident;

d) Contingent liability to the same limits as established to cover the Security Services Company’ direct liability;

e) Include insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the Security Services Company;

f) Be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the City;

g) Name “The Corporation of the City of Peterborough” and “Aon Inc.” as additional insured parties; and

h) Contain a cross-liability clause.

Security Services Company shall provide a Certificate of Insurance to the City at the time of execution of this Agreement.

5.02 In addition, each person employed with the Security Services Company pursuant to this Agreement shall be covered by Employee Dishonesty Insurance and the Security Services Company shall provide to the City proof of such coverage.

5.03 The Security Services Company shall provide a current and valid Certificate of Clearance from the WSIB.

6.0 **INDEMNIFICATION**

6.01 The Security Services Company shall always indemnify and save harmless the City, its agents and employees, against all actions, suits, claims and demands, which may be brought for any loss, costs, damages, changes or expenses whatsoever which may be sustained, incurred or paid by the City, its agents or employees, by reason of the errors or omissions of the Security Services Company, in regard to this Agreement, including any charges arising as a result of any health and safety violation on the part of the Security Services Company. The Security Services Company hereby grants to the City full power and authority to settle any action, suit, claim or demand on such terms as the City may deem advisable, and hereby
covenants and agrees to pay the City on demand all monies paid by the City pursuant to any such settlement, together with the reasonable costs of the City or its Solicitor in defending or settling any such action, suit, claim or demand.

The Security Services Company shall indemnify and save harmless the City from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, or attributable to the activities of the Security Services Company in executing the work under this Agreement, or to an infringement or an alleged infringement by the Security Services Company including an act improperly carried out, and omission to carry out an act and a delay in carrying out an act.

7.00 FORCE MAJEURE

7.01 Save and except for the payment of any monies required hereunder, neither party shall be deemed to be in default of this Agreement where the failure to perform or the delay in performing any obligation is due wholly or in part to a cause beyond its reasonable control, including, but not limited to an act of God, an act of any federal, provincial, municipal or government authority, civil commotion, strikes, lockouts and other labour disputes, fires, floods, sabotage, earthquakes, storms, epidemics and an inability to perform due to causes beyond the reasonable control of the party.

The party subject to such an event of force majeure shall promptly notify the other party of its inability to perform or of any delay in performing due to an event of force majeure and shall provide an estimate, as soon as practicable, as to when the obligation will be performed. The time for performing the obligation shall be extended for a period equal to the time during which the party was subject to the event of force majeure.

Both parties shall explore all reasonable avenues available to avoid or resolve events of force majeure in the shortest time possible, but this requirement shall not oblige the party suffering the strike, lockout or labour dispute to compromise its position in such dispute.

8.00 ARBITRATION / DISPUTES

8.01 Any matter in dispute between the parties hereto in relation to this Agreement may be referred to arbitration.

8.02 No person shall be appointed to act as arbitrator who has an interest, financial or otherwise, in the conduct of the Services performed, or in the business or other affairs of either the City or the Security Services Company.

8.03 The award of the arbitrator shall be final and binding upon the parties. The provisions of the Ontario Arbitration Act shall apply.
9.00 MFIPPA

9.01 This Agreement and all schedules and attachments are subject to the Municipal Freedom of Information and Protection of Privacy Act (referred to as MFIPPA). Any information collected by the City pursuant to this Agreement is subject to the rights and safeguards provided for in the MFIPPA.

10.00 NOTICES

10.01 Any notice required to be given pursuant to this Agreement may be Served or given by prepaid registered mail, by personal mail, email or by service by facsimile transmission at the following addresses:

10.02 To the Security Services Company at:
Address:
349A George Street
Peterborough, ON K9H 3P9
Attention: Shawn Parks
Facsimile Number: (705) 743-3043
Email: shawn.parks@securitas.ca

With a copy to:

To the City at:
500 George Street North
Peterborough, Ontario K9J 3R9
Attention: City Clerk

11.00 COMPLETE AGREEMENT

11.01 This Agreement and the appendices attached, constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all other communications between the parties relating to the subject matter of this Agreement.

12.00 LAW GOVERNING THE AGREEMENT

12.01 This Agreement shall be governed by the law of the Province of Ontario.

13.00 RELATIONSHIP OF THE PARTIES

13.01 Nothing in this Agreement shall be construed to place the parties in the relationship of partners, joint venturers, principal/agent, or employer/employee. The Security Services Company also acknowledges that it has no authority to bind the City to any obligation of any nature or any kind, in law or equity.

14.00 SUCCESSORS AND ASSIGNMENT

14.01 This Agreement shall enure to the benefit of and be binding upon the parties, and their executors, administrators, successors and assigns.

14.02 Neither party shall assign this agreement without the consent in writing of the other.
15.00 AMENDMENTS

15.01 This Agreement may be amended by the parties and any amendments to this Agreement shall be in writing and signed by the parties.

IN WITNESS WHEREOF the Parties have set their respective hands and seals.

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:

THE SECURITY SERVICES COMPANY

Name:
Office:

Name:
Office:
I/We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF PETERBOROUGH

Daryl Bennett, Mayor

John Kennedy, Deputy City Clerk