

THIS AGREEMENT made in triplicate this day of , 2013

BETWEEN:

COMMISSIONAIRES (GREAT LAKES)
(hereinafter called the CORPS)

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called CITY)

OF THE SECOND PART

WHEREAS the City desires to retain the CORPS to provide Building Security Services and Surveillance Camera Monitoring Services at City Hall, Market Tower and the Provincial Offences Office.

AND WHEREAS the CORPS has agreed to provide such service to the City.

NOW THEREFORE THE AGEEMENT WITNESSETH that in consideration of mutual covenants herein contained, the parties hereto covenant and agree, each with the other, as follows:

1.0 SERVICES

The City hereby retains the CORPS to provide Building Security Services and Surveillance Camera Monitoring Services at City Hall, Market Tower and the Provincial Offences Office.

2.0 TERM

The contract will commence April 1, 2014 for a three (3) year period, with an option to renew the contract for an additional two (2) year period, at the absolute sole discretion of the City.

3.0 SCOPE OF SERVICES

- a) The CORPS agrees to provide various ranks of Commissionaire including, but not limited to, a Chief Warrant Officer (C.W.O.), Sergeant, Level Three Commissionaire, Level Two Commissionaire and Level One (Trainee) Commissionaire for Security Services and Surveillance Camera Monitoring Services for City Buildings and the Downtown Camera Surveillance Program. The Commissionaires will also be required to provide witness in Provincial Court to any infractions relating to security or monitoring services; provide management and supervisory functions; and training programs; in accordance with the terms of this Agreement. The City, in consultation with the Corp, will schedule required CORPS personnel, court dates and the times at which they will be required to attend at the Provincial Court.
- b) The CORPS warrants that the C.W.O., Sergeant and Commissionaires so provided will be ex-servicemen and/or women, with honourable discharges, who have been regularly enrolled as members of the CORPS, have been screened, whose civilian activities have been investigated, finger printed and who are considered by the CORPS to be physically and mentally fit to perform the duties required.
- c) The CORPS will provide not less than four hundred and twenty one (421) hours weekly of security and monitoring services inclusive, by means of the Commissionaires appointed by the Manager of Corporate Security. The CORPS' Account Manager will provide overall management of the C.W.O., Sergeant and Commissionaires and liaise between the CORPS and the City's representatives. The C.W.O. (City Hall) and Sergeant (Market Tower) will provide day to day supervision of the Commissionaires and assist with special enforcement programs including training and disciplinary functions
- d) The hours of enforcement will be specified by the City, from time to time, and will be based upon a minimum four hundred and twenty-one (421) hours of security services each week. The basic schedule is subject to change at the discretion of the City. The CORPS will be available to provide for twenty-four (24) hours per day security services, seven (7) days per week including coverage during statutory holidays.

3.0 SCOPE OF SERVICES...cont'd

- e) Scheduling of shifts (subject to change as required) will be per POSTED ORDERS. The CORPS will provide continued service as agreed during labour disputes or strike action, if required.
- f) The CORPS will be responsible for maintaining the safe storage and handling of all City owned equipment in their care and to report any breakdowns to the Manager of Corporate Security within twenty-four (24) hours of such breakdowns. The CORPS will maintain a log of all City owned equipment recording make, serial number and details on servicing.
- f) The CORPS agrees to provide service as described herein and inherently associated with this type of service whether specifically stated or not. There will be no extra payment for extras to this Agreement unless agreed to in writing in advance by the Manager of Corporate Security.
- g) The CORPS will be responsible for paying its' personnel for court appearances following the termination of this agreement and will be reimbursed by the city at the base hourly rate stipulated in Clause 5 of this Agreement for such court appearances, dependant on with Commissionaire may be required to make a court appearance. The CORPS will be responsible for advising the city of the whereabouts of its personnel following termination of this Agreement or of such personnel until such personnel have no further court appearances. The provisions of this clause will survive the termination of this agreement.
- h) The CORPS must ensure all Security Officer have successfully completed the forty (40) hour security course that must comply with the National Standard of Canada for Security Guards Uniformed (CAN/CGSB-133.1-87). Proof of completion of this course by CORPS must be submitted to the Manager of Corporate Security prior to commencement of duties.
- i) The Commissionaires located will be required to sign in and out of a log book for every shift. This log book is to be supplied by the CORPS and approved by the Manager of Corporate Security.
- j) The CORPS will provide a Trained Account Manager or designate for the City requirements, with the qualifications and capabilities to perform the duties and responsibilities as outlined.
- k) The Account Manager or designate will be available at all times that Commissionaires are on duty at City locations, to coordinate the security and to investigate intrusion occurrences.
- l) Should the CORPS employee(s) be unable to work (sick, etc.), the CORPS is still entirely responsible for completing the necessary service(s). Failure to do so may result in cancellation of the contract.
- m) Should the CORPS provide in-house training courses equivalent to that recommended by the Canadian Standards Act, such courses must be approved by the Canadian General Standards Board and proof of same must be submitted to the Manager of Corporate Security.
- n) The City agrees that it will provide a Court Prosecutor for the processing of security breaches or infractions and that it will be responsible for giving instructions with respect to the routine, type, extent and method of execution of duties performed, (including court training). The Commissionaires may be subject to regular review, evaluation and testing by City staff or its' agents in regard to their knowledge of City security policies and procedures. Notwithstanding the aforementioned statements, the CORPS warrants that its' personnel will be adequately trained in all appropriate procedures.
- o) The CORPS will deliver to the Manager of Corporate Security, 300 Dufferin Ave., 3rdst Floor, by 10:00 a.m. each weekday (Monday through Friday) all previous days Security infractions issued by each Officer. Saturdays and Sundays are to be separated and delivered with Friday's notices on Monday by 10:00 a.m.

4.0 PAYMENT FOR SERVICES

- a) The City agrees to pay the CORPS for the service at the following billing rates. Harmonized Sales Tax will be applied at time of payment of statements.

APRIL 1, 2014

- i) \$15.21/hour – Commissionaire Level Two (City Hall)
- ii) \$15.30/hour – Commissionaire Level One (Market Tower)
- iii) \$17.66/hour – Supervisor (Market Tower)
- iv) \$16.67/hour – Sergeant/Commissionaire
- v) \$21.73/hour – Chief Warrant Officer
- vi) Court time hourly rate paid as the standard hourly billing rate of the above positions.
- vii) A premium rate for above positions at 1.5 times the billing rates and will be approved for payment only with prior authorization from a City representative.
- viii) A premium rate for the above positions during stat holidays at 2.5 times the billing rates.

APRIL 1, 2015

- i) \$15.51/hour – Commissionaire Level Two (City Hall)
- ii) \$15.61/hour – Commissionaire Level One (Market Tower)
- iii) \$18.01/hour – Supervisor (Market Tower)
- iv) \$17.00/hour – Sergeant/Commissionaire
- v) \$22.16/hour – Chief Warrant Officer
- vi) Court time hourly rate paid as the standard hourly billing rate of the above positions.
- vii) A premium rate for above positions at 1.5 times the billing rates and will be approved for payment only with prior authorization from a City representative.
- viii) A premium rate for the above positions during stat holidays at 2.5 times the billing rates.

APRIL 1, 2016

- i) \$15.82/hour – Commissionaire Level Two (City Hall)
- ii) \$15.92/hour – Commissionaire Level One (Market Tower)
- iii) \$18.37/hour - Supervisor
- iv) \$17.34/hour – Sergeant/Commissionaire
- v) \$22.60/hour – Chief Warrant Officer
- vi) Court time hourly rate paid as the standard hourly billing rate of the above positions.
- vii) A premium rate for above positions at 1.5 times the billing rates and will be approved for payment only with prior authorization from a City representative.
- viii) A premium rate for the above positions during stat holidays at 2.5 times the billing rates.

- b) The City reserves the right to audit the CORPS payroll records during regular business hours.

5.0 INVOICING AND PAYMENT

- a) Monthly statements are to be submitted to the City. Separate statements are to be sent in for each location on a monthly basis. Payment of the monthly statement shall be made to the CORPS within thirty (30) days following receipt of the statement.
- b) There will be no extra payment for extra services to this contract without prior written authorization from the City's representative.
- c) A statement of account including copies of time sheets is to be submitted by the CORPS, and will cover each bi-weekly period. Payment of the account will be made to the CORPS, (Great Lakes), P.O. Box 33059, London, Ontario, N5Y 1A0, within thirty (30) days following the receipt of the statement by the City.

6.0 RESPONSIBILITIES OF THE CORPS

6.0.1 Insurance

The CORPS shall at its own expense obtain and maintain until the termination of the contract, and provide the City with evidence of:

6.0 RESPONSIBILITIES OF THE CORPS...cont'd

6.0.1 Insurance...cont'd

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars and shall include the City as an additional insured with respect to the CORPS operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- b) Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
- c) The CORPS shall furnish the City with a comprehensive (3D) Dishonesty Disappearance and Destruction Blanket Position Policy in the amount of \$20,000 per employee. The City of London shall be shown on the policy as a named Obligee, with respect to incidents arising from work performed under the contract.
- c) The CORPS will furnish the City with a Commercial Crime & Insurance Policy covering losses caused or due to any activities of CORPS employees and coverage for robbery and burglary resulting in loss of City assets in the amount of Fifty Thousand Dollars (\$50,000.) in any one occurrence. The City will be named as an Oblige on the policy with respect to loss or damage to assets in the care, custody or control of the CORPS' employees or to others for whom the CORPS is responsible.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonable require.

- d) The CORPS shall not commence work until such time as the required bond has been approved by the City Treasurer and satisfactory the evidence of insurance has been filed with and approved by the Risk Management Division of the City. The CORPS shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- e) The CORPS shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the CORPS is legally responsible.

6.0.2 Workplace Safety & Insurance Board

The CORPS agrees to maintain their WSIB account in good standing throughout the contract period.

6.0.3 Occupational Health & Safety & First Aid

- a) The CORPS must be in compliance with all aspects of the Occupational Health & Safety Act.
- b) All Security Guards must have completed a recognized course in First Aid and hold a current valid certificate.

6.0.4 Damages

The CORPS will be held financially responsible for any damage to City owned property that the City provides to the CORPS employees and/or subcontractors. This includes the scanners, communication devices, keys, guard booths etc. used by the Security Guards. Additionally, loss or damage to City property that is a direct result of Security Guard negligence may result in the CORPS being held financially responsible for said loss and/or damage.

6.0 RESPONSIBILITIES OF THE CORPS...cont'd

6.0.5 Court Appearances

The CORPS will be responsible for paying its' personnel for court appearances following the termination of this agreement and will be reimbursed by the City at the base hourly rate stipulated in Clause 5 of this Agreement for such court appearances, dependant on with Commissionaire may be required to make a court appearance. The CORPS will be responsible for advising the City of the whereabouts of its personnel following termination of this Agreement or of such personnel until such personnel have no further court appearances. The provisions of this clause will survive the termination of this Agreement.

7.0 RESPONSILITY OF THE CITY

- a) The City agrees to provide personal computer system equipment with modem line connections, a radio communications system and camera surveillance and monitoring equipment including all related consumable materials and supplies.
- b) The City will supply and arrange for servicing and repairs to all City owned equipment that requires attention under normal usage by the CORPS. Any equipment damaged by negligence, abuse, lost or stolen will be the responsibility of the CORPS to repair or replace as the situation warrants, at its' expense.
- c) The City agrees that it will provide a Court Prosecutor for the processing of security breaches or infractions and that it will be responsible for giving instructions with respect to the routine, type, extent and method of execution of duties performed, (including court training). The Commissionaires may be subject to regular review, evaluation and testing by City staff or its' agents in regard to their knowledge of City security policies and procedures. Notwithstanding the aforementioned statements, the CORPS warrants that its' personnel will be adequately trained in all appropriate procedures.

8.0 RIGHTS OF THE CITY

- a) The City shall retain the right to enforce such demands as are deemed necessary to ensure that an acceptable standard of service and operation is maintained.
- b) The City's Representative shall be the judge of acceptable standards of operation and service throughout the contract period. Should the City's Representative determine that an aspect of the service or operation is unsatisfactory, they shall notify the CORPS in writing of the problem.
- c) The City reserves the right to request the CORPS to transfer any employee of the CORPS who in the opinion of the Manager of Corporate Security is not fulfilling the responsibilities of the position satisfactorily.
- d) The City reserves the right to screen the CORPS employees and select who should be "on site"
- e) The City reserves the right, to have removed, any employee of the CORPS who, in the City's Corporate Security Manager's opinion, is not fulfilling the responsibilities of the position satisfactorily.

9.0 TERMS AND CONDITIONS

9.0.1 Uniform Dress

- a) The CORPS shall provide the Security Guards with appropriate uniformed clothing, safety glasses and safety footwear for the various work areas the Security Guards will be required to work in. The lack of appropriate clothing, eye wear or footwear **will not** be acceptable as a reason for rounds not being done properly.
- b) The Security Guards, will at all times, carry themselves in a professional and in a well groomed manner while on duty. Security Staff will wear their company uniform as per legislative requirements and as approved by the City's Representative, including an identification tag at all times while on duty.

9.0 TERMS AND CONDITIONS...cont'd

9.0.2 Personnel

- a) The CORPS security staff is to be bonded and a copy of their bonding submitted to the City representative. New staff is to be bonded prior to their working at any location covered by this contract. The City reserves the right to screen the CORPS employees and select who should be "on site". The CORPS shall provide a list of employees and supervisors names and telephone numbers. The security staff for City's locations, will be required to sign in and out of the log book for every shift.
- b) Any new staff is to be bonded and fingerprinted prior to their working on at any location covered by this Agreement.
- c) The Commissionaires are employees of the CORPS and are subject to the regulations of the CORPS respecting dress and discipline.
- d) The CORPS acknowledges and agrees this Agreement is in no way deemed or construed to be an agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the CORPS or its' employees are to be employees of the Municipality for the purpose of the *Income Tax Act*, S.O. 1996, c. 23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997 c.26 (Schedule "A"; the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R.S.O. 1990 c.P.7; or the *Health Insurance Act*, R.S.O. 1990, c.H.6; all as amended from time to time, and any legislation in substitution therefore.

Notwithstanding the above paragraph, it is the sole and exclusive responsibility of the Crops to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

- e) The CORPS will provide a list of employees and managers names and telephone number s to the Manager of Corporate Security.
- f) Security Staff including Supervisors shall be and will remain the employees of the CORPS who shall be solely responsible for the arrangement of relief's, substitutions, pay, supervision, discipline, Employment Insurance, Canada Pension, Workplace Safety and Insurance, leave, uniforms, eye wear, footwear and all other matters arising out of the relationship between employer and employee.
- g) As the CORPS personnel remain the employees of the CORPS, payment of employee fringe benefits including statutory holiday pay, overtime pay, severance pay, etc., shall be the responsibility of the CORPS. Any break periods provided by the CORPS to their employees are to be taken on the job site. Security Guards are not permitted to leave the site while on break periods.
- h) The CORPS shall provide a Trained Supervisor for the City requirements, with the qualifications and capabilities to perform the duties and responsibilities as outlined. Where Trained Supervisor is used in the tender document it refers to personnel trained under PSISA, 2005 and proof of successful completion of such must be submitted before the supervisor commences duties with the City. The CORPS supervisor will have access to keys to City sites. There is a lock box at each location which holds the keys for the site. **Keys are not to be removed from the site.**
- i) The Trained Supervisor shall be available to the Security Guards that are on duty at all times to support the guards as required. The Supervisor will respond to issues concerning the Guards as needed (and requested by the City) and there will be no additional charges incurred for those responses.
- j) The CORPS will assign a single Contract Manager as the primary contact/liason between the CORPS and the City's Corporate Security Manager. The Contract Manager will supply their contact information to the Corporate Security Manager that will enable immediate communications as situations dictate.
- k) Notwithstanding anything herein it is hereby expressly agreed that the City will not be liable in regard to costs, whether legal or otherwise, incurred as a consequence of the dismissal or termination of any employee of the CORPS or any accident, injury, or damage incurred as a consequence of the performance of the duties outlined in this Agreement, and that the CORPS assumes all such liabilities in that regard.

9.0 TERMS AND CONDITIONS...cont'd

9.0.3 Cancellation

The City reserves the right, at its absolute sole discretion, to cancel this contract with sixty (60) days written notice, without cause and without penalty.

This Agreement may be terminated for grave or serious security incidents by the City with fourteen (14) days written notice to the CORPS, without penalty. It is agreed that a minimum of sixty (60) days' notice in writing shall be given by either party if at any time this Agreement is to be changed or terminated or if the Agreement is not going to be renewed on the expiry date.

9.0.4 Subcontractors

Absolutely **NO** subcontractors are to be used without the expressed consent of the City's Corporate Security Manager. Use of subcontractors will only be permitted on an individual basis and providing advance authorization has been obtained from the City regarding the specific subcontractor.

9.0.5 Assignment

The CORPS shall not, without written consent of the Manager of Purchasing and Supply, make any assignment or any subcontract for the execution of any service or product bid on.

9.0.6 Meetings

The CORPS Contract Manager (and possibly the Supervisor) is expected to meet monthly (more frequent as required) with the City's Corporate Security Manager or designate.

9.0.7 Emergency Contact List

A list of names and numbers to contact in cases of emergency will be provided by the City to the CORPS.

9.0.8 Statutory and other Holidays

Where mention is made of statutory and other holidays, they shall be known as New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, ½ day Christmas Eve, and ½ day New Year's Eve Day.

9.0.9 Bill 7 Information

The City is not responsible, under Bill 7, to provide the qualifications of current personnel providing security guard service. It is the responsibility of the CORPS to verify the qualifications of personnel they employ. Under the Labour Relations and Employment Stature Law Amendment Act, 1995 (BILL 7).

10.0 COMPLIANCE WITH LAW

The CORPS shall comply with all applicable laws, ordinances, rules and regulations. The City shall cooperate with the CORPS to accomplish the foregoing.

10.0.1 Notice

Any notice or communication required or permitted to be given under the Agreement shall be in writing and served personally, delivered by courier or sent by registered mail, addressed to the other party:

To the Corporation:	The Corporation of the City of London 300 Dufferin Ave., Room 406 London, ON N5A 4L9 Att'n: Dave O'Brien, Manager of Corporate Security
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To the CORPS:	Commissionaires Great Lakes 80 Church St. Toronto, ON M5C 2G1
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10.0 COMPLIANCE WITH LAW...cont'd

10.0.2 Catastrophe

Neither the CORPS nor the City shall be liable for failure to perform its respective obligations under the Agreement when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, lock out, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules and regulations or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

10.0.3 Severability

If any term or provision of the Agreement or the application thereof to any person or circumstance shall to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.0.4 Independent Contractors

Nothing in this Agreement, shall be interpreted as creating an employer/employee relationship between the City (as employer) and the CORPS or any of its employees, or agents as employed. The CORPS acknowledges that it is being retained to deliver the services described herein and is responsible for the performance of its employees and agents.

10.0.5 Amendments

All provisions of the Agreement shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. The Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto. This agreement is binding on the parties and their respective successors and assigns.

10.0.6 Governing Law

This Agreement shall be governed by and interpreted in accordance with Ontario law.

IN WITNESS WHEREOF, the parties hereto have entered into the Agreement as of the date first signed or the first day of the Term, whichever is sooner.

THE CORPORATION OF THE CITY OF LONDON

By: _____
Joe Fontana, Mayor

By: _____
Cathy Saunders, City Clerk

COMMISSIONARIES GREAT LAKES

By: _____
I/We have the authority to bind this Corporation/Company

By: _____
I/We have the authority to bind this Corporation