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TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON JULY 22, 2013
FROM:	JOHN BRAAM, P. ENG. MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	SCHOOL CROSSING GUARD PROGRAM ONE YEAR CONTRACT WITH STINSON SECURITY SERVICES LIMITED SINGLE SOURCE

RECOMMENDATION

That, on the recommendations of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions **BE TAKEN** in respect to the School Crossing Guard Program:

- a) the Single Source contract with Stinson Security Services Limited **BE APPROVED** in accordance with Section 14.4 (d) of the Procurement of Goods and Services Policy;
- b) the attached proposed by-law (Appendix "A") **BE INTRODUCED** at the July 30, 2013 Municipal Council meeting to authorize and approve an agreement with Stinson Security Service Limited to supply and manage School Crossing Guards;
- c) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this work;
- d) the Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents, if required, to give effect to these recommendations.

PREVIOUS REPORT PERTINENT TO THIS MATTER

- Community and Protective Services Committee – June 17, 2013 – School Crossing Guard Program Implementation, Single Source

BACKGROUND

The purpose of this report is to authorize the execution of a Single Source contract with Stinson Security Services Limited for the provision of School Crossing Guards. The London Police Services will no longer administer the School Crossing Guard Program effective September 1st, 2013. At the direction of Council, Civic Administration negotiated a Single Service contract for School Crossing Guards with the contractor until August 31st, 2014.

DISCUSSION

Stinson Security Services Limited has been providing School Crossing Guards to the London Police Services for many years. Stinson Security Services Limited has an existing compliment of staff that are experienced with the specific locations, are familiar with the legal requirements of the School Crossing Guard Program and should provide a seamless transition of the program to the City.

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This fall, City staff will undertake a service delivery review to assess various staffing options, develop a potential new Request for Proposals and incorporate these changes in the 2014 Operating Budget.

Stinson Security Services Limited has agreed to hold its fees for this contract at the 2012-2013 rates. The London Police Services 2013 Budget for providing the School Crossing Guard Program was \$1,049,242.

SUMMARY

The assignment of the one-year contract to Stinson Security Services Limited (Appendix "A") at existing rates for the provision of School Crossing Guards provides good value to the City and will allow for a service review to be undertaken. This will also allow time for the implementation of any changes to the School Crossing Guard Program as a result of the review prior to the start of school in September 2014.

Stinson Security Services Limited has reviewed the proposed contract and is in agreement with the terms and conditions (Appendix "B").

Acknowledgements

This report has been developed with the assistance of the Legal Department, Risk Management and Human Resources.

PREPARED BY:	REVIEWED & CONCURRED BY:
SHANE MAGUIRE, P. ENG. DIVISION MANAGER ROADWAY LIGHTING & TRAFFIC CONTROL	EDWARD SOLDI, P.ENG. DIRECTOR, ROADS AND TRANSPORTATION
RECOMMENDED BY:	
JOHN BRAAM, P.ENG. MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER	

June 17, 2013

Attached Appendix "A" – By-law to approve the Agreement between the City and Stinson Security Services Limited for Provision of School Crossing Guards
 Appendix "B" – Letter from Stinson Security Services Limited

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APPENDIX "A"
BY-LAW TO APPROVE THE AGREEMENT BETWEEN THE CITY AND STINSON SECURITY SERVICES LIMITED FOR PROVISION OF SCHOOL CROSSING GUARDS

Bill No.

By-law No. A.-

A by-law to authorize the agreement between the Corporation of the City of London and Stinson Security Services Limited for provision of School Crossing Guards.

WHEREAS the Council of The Corporation of the City of London wishes to enter into an agreement with Stinson Security Services Limited for the provision of School Crossing Guards;

AND WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 176 of the *Highway Traffic Act*, R.S.O. 1990, c. H.8, as amended, defines "school crossing guard", and provides for the display of a school crossing stop sign;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The agreement between the City and Stinson Security Services Limited attached hereto as Schedule "1", being an Agreement to Provide School Crossing Guards, is authorized and approved.
2. The Mayor and the City Clerk are authorized to execute the agreement authorized and approved under Section 1 of this by-law.
3. The Managing Director of Environmental & Engineering Services and City Engineer (or his or her written designate) is designated as the City Representative with respect to the agreement.
4. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on July 30, 2013

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First Reading – July 30, 2013
Second Reading – July 30, 2013
Third Reading – July 30, 2013

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SCHEDULE "1"

AGREEMENT TO PROVIDE SCHOOL CROSSING GUARDS

THE AGREEMENT made in triplicate this day of 2013.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called the "City")

OF THE FIRST PART

-AND-

STINSON SECURITY SERVICES LIMITED
(hereinafter called "Contractor")

OF THE SECOND PART

WHEREAS the City has implemented a School Crossing Guard Program to provide School Crossing Guards for directing the movement of school children and other persons at selected highway crossings close to schools in the City of London;

AND WHEREAS the City requested the Contractor to provide School Crossing Guard Services;

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

1.0 SERVICES

The City hereby retains the Contractor to provide School Crossing Guard Services at School Crossing locations specified in Schedule "A" and other or alternate locations which may from time to time be designated by the City. School Crossing Guards are to direct the movement of children across the highways located at such locations.

2.0 TERM

The contract will commence September 1, 2013 and terminate on August 31, 2014, unless sooner terminated in accordance with Section 7.0.4 below.

3.0 SCOPE OF SERVICE

There are presently 106 separate School Crossings requiring School Crossing Guards (refer to Schedule "A") for approximately 188 school days for each school year, commencing on September 1, 2013 and terminating on the end of the last school day in June, 2014. The total hours of coverage are approximately 306 hours per day.

School Crossing Guards will be needed at four to eight locations during specified times in the months of July and August, 2014. The location of these School Crossings will be determined prior to the end of June, 2014.

Any changes to School Crossing Guard locations or hours shall be approved in advance by the individual appointed by the City to represent the City with respect to this Agreement ("City Representative").

The City retains the right to increase or decrease the number of School Crossings in the City of London. In the event of such increase or decrease, the City shall inform the Contractor by written notice.

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Contractor shall not fail to provide appropriate School Crossing Guard coverage at the School Crossings during the designated hours of coverage.

3.0.1 Hours and Days of Service

The School Crossing Guards shall serve at the locations and times set down in Schedule "A", daily Monday to Friday, commencing the first day of the school year (being approximately the day after Labour Day in September) to the last day of the school year (being generally the last Friday in June), being approximately 188 school days. School Crossing Guard services will not be required when the school being serviced is closed (e.g., but not limited to, statutory holidays, Christmas closures, March Break closures, professional development days, weather closures, etc.).

It shall be the responsibility of the Contractor to liaise with the principals of the schools served by the crossing to which a School Crossing Guard is assigned, to determine any days that the school is not operating during the school term.

At the commencement of the school term, the Contractor shall ensure that each School Crossing Guard is provided with a list of "Professional Development Days" which the Boards of Education will be observing. School Crossing Guards crossing for both school boards will be required to be on duty when the Professional Development Days for both boards do not coincide.

3.0.2 School Crossing Guard Qualifications

The Contractor shall ensure that School Crossing Guards:

- a) are over eighteen years of age;
- b) possess sufficient health so as to be able to carry out the duties required of School Crossing Guards during the rigours of inclement weather;
- c) possess sufficient vision, with or without corrective lenses, as measured by a standard screening test for visual acuity and contrast sensitivity, to perform the duties of a School Crossing Guard;
- d) are capable of readily hearing normal conversation at a distance of three meters and emergency vehicle sirens; and
- e) provide an acceptable Police Vulnerable Sector Check (PVSC) for Employment clearance at no cost to the City.

3.0.3 Duties of Supervisor

The Contractor shall provide supervisors whose sole duties will be the administration of this contract and the supervision of School Crossing Guards ("Supervisor"). This Supervisor shall meet the requirements for School Crossing Guards, as set out in Section 3.0.2 of this agreement. This Supervisor shall be on patrol, in a motor vehicle, which is equipped with two-way radio communications, and wear a uniform at all times, when School Crossing Guards are on duty, as per Schedule "A". The Supervisor shall file a bi-weekly report to the City Representative on a form supplied or approved by the City Representative.

3.0.4 Training Requirements & Duties of School Crossing Guard

The Contractor shall: (i) continue the training of School Crossing Guards to the standards required by the City Representative; (ii) ensure that each School Crossing Guard is familiar with the provisions of *The Highway Traffic Act*, as to the rights and duties of School Crossing Guards and any other applicable legislation, by-laws, rules

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and regulations; and (iii) ensure that the School Crossing Guards have an appreciation of and carry out the duties of School Crossing Guards, set out below.

The duties of the School Crossing Guard include but are not limited to:

- a) School Crossing Guards shall attend their school crossing at the times specified for that particular location;
- b) School Crossing Guards shall be responsible for the safe passage of school children and other persons across the crossing;
- c) School Crossing Guards shall instruct children and other persons to remain on the sidewalk, until they are signaled to cross the highway;
- d) School Crossing Guards shall select a time to halt traffic, when vehicles are not too close to the crossing and have ample time to stop before reaching such crossing;
- e) School Crossing Guards will attempt to make eye contact with motorists to ensure motorists have observed the School Crossing Guard and recognized the School Crossing Guard's intention to enter the highway; once the School Crossing Guard is assured that all motorists are intending to stop, the School Crossing Guard should promptly enter onto the highway.;
- f) School Crossing Guards shall, prior to entering the highway, display a school crossing stop sign (the "STOP" paddle) in an upright position so that it is visible to vehicles approaching from each direction and shall continue to so display the "STOP" paddle until all persons, including the School Crossing Guard, have cleared the roadway;
- g) School Crossing Guards shall when entering the highway, hold the "STOP" paddle as high as possible to show approaching motorists that they must stop;
- h) School Crossing Guards shall position themselves in the centre of the highway, so as to be clearly visible to approaching drivers;
- i) When all approaching vehicles are stopped, School Crossing Guard shall signal school children and other persons to enter the highway by sounding his or her whistle with two short blasts;
- j) While school children and other persons are crossing, School Crossing Guards shall continue to hold the "STOP" paddle as high as possible and extend the other hand horizontally at shoulder length during the crossing of the school children and other persons;
- k) School Crossing Guards shall remain in the centre of the highway, until all school children and other persons have crossed the highway to the opposite boulevard or sidewalk;
- l) School Crossing Guards will, under **NO** circumstances, allow persons to be on the highway, until they have displayed the "STOP" paddle in an upright position as set out above, and sounded their whistle to signal the school children and other persons to cross;
- m) School Crossing Guards must abide by the requirements of the Highway Traffic Act when a crossing is controlled by a traffic signal. The School Crossing Guards shall not push the pedestrian button unless there are school children or other persons waiting to cross. If school children or other persons have not started to cross before the end of the Walk indication, School Crossing Guards must indicate that they have to wait until the next Walk indication;

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- n) When leaving the highway after school children and other persons have crossed, the School Crossing Guard shall hold the "STOP" paddle as high as possible until completely off the traveled portion of the highway;
- o) School Crossing Guards shall be considerate to the motorists; and
- p) School Crossing Guards shall avoid all conflicts/arguments with motorists and the general public. All incidents of this nature must be reported to the Supervisor immediately after the shift.

School Crossing Guards shall **NOT**:

- a) STOP AMBULANCES, FIRE TRUCKS and POLICE when the emergency vehicle lights are flashing or siren is operating;
- b) Direct traffic;
- c) Have any physical contact with the public in any manner whatsoever;
- d) Strike vehicles with the "STOP" paddle or any other object. The City shall not be liable for any damage done to vehicles by the School Crossing Guards;
- e) Use the "STOP" paddle for any purpose except to signal motorists (e.g. they shall not be used for shovelling snow, breaking up ice, etc.); and
- f) While on duty, smoke tobacco products or possess, consume or be under the influence of any intoxicating beverage or drug.

3.0.5 Equipment, Clothing and Footwear

The Contractor shall supply each School Crossing Guard with an approved school crossing "STOP" paddle, a Canadian Standards Association safety vest, a whistle, and other safety clothing or equipment, which may, from time to time, be stipulated by the Highway Traffic Act for School Crossing Guards. All equipment supplied to the School Crossing Guards shall be approved by the City Representative.

School Crossing Guards should be dressed in accordance with the expected weather conditions. Footwear should be low heeled, have a good tread to prevent slipping, properly laced, provide good support and be water resistant. Opened toed shoes such as sandals are NOT permitted.

4.0 PAYMENT FOR SERVICES

4.0.1 Payment to Contractor

- a) School Crossing Guards \$15.93 per hour
- b) Supervisors \$23.63 per hour

4.0.2 Payment to Employees by the Contractor

The Contractor agrees hereby that it will not pay to its employees, providing the School Crossing Guards service, an hourly rate less than:

- a) School Crossing Guards \$11.75 or minimum wage, whichever is greater
- b) Supervisors \$19.30

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4.0.3 Failure to provide School Crossing Guard services

The Contractor acknowledges that school crossing guard locations listed in Schedule “A” must not be left unprotected, that is without School Crossing Guards during the times stated in Schedule “A”. The Contractor agrees that it will pay to the City \$200.00 as reimbursement for every hour or part of an hour if the Contractor fails to provide a School Crossing Guard at one of the identified locations.

5.0 INVOICING AND PAYMENT

- a) The Contractor is to submit bi-weekly statements along with supporting documentation to the City. Provided the City in its sole discretion is satisfied with the supporting documentation and subject to its review of same, the City shall make payment of the statement to the Contractor within thirty (30) days following receipt of the statement.
- b) The City will not process any statement without adequate supporting documentation.
- c) Statements should not include days when School Crossing Guard services are not required as per Section 3.0.1; however, if the announcement (e.g. media release, etc) by the school board to close a school or schools is made after 7:00 a.m. of the day of closure then the Contractor is eligible for payment of the morning hours as identified in Schedule “A”.
- d) There will be no extra payment for extra services to this contract without prior written authorization from the City Representative.
- c) The City may, through its agents or servants, at reasonable times during business hours, examine the books and accounts of Contractor to ascertain that payments to employees are being paid, in accordance with the terms of this agreement.

6.0 RESPONSIBILITIES OF THE CONTRACTOR

6.0.1 Insurance and Indemnification

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

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than ten million (\$10,000,000) dollars and shall include the City as an additional insured with respect to the Contractor 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 five million (\$5,000,000) 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 Contractor 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 as their interest may appear, with respect to incidents arising from work performed under the contract.

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- d) 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 reasonably require.
- e) The Contractor shall not commence work until such time as the required bond has been approved by the City Treasurer and satisfactory evidence of insurance has been filed with and approved by the Risk Management Division of the City. The Contractor shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- f) The Contractor shall indemnify and hold harmless the City, its officers and employees and their respective heirs, executors, administrators successors and assigns, 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 Contractor, its agents, officers, employees or other persons for whom the Contractor is legally responsible, including:
 - (i) any claim or finding that any of the Contractor, the Contractor's employees, or persons for whom the Contractor is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any employment benefits of any kind; or,
 - (ii) any liability on the part of the City, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any employment benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Contractor; Contractor's employees or others for whom Contractor is at law responsible in connection with the performance of Services or otherwise in connection with Contractor's business.
- g) The Contractor will be held financially responsible for any damage to City owned property that the City provides to the Contractor employees and/or subcontractors. Additionally, loss or damage to City property that is a direct result of the School Crossing Guard negligence may result in the Contractor being held financially responsible for said loss and/or damage.

6.0.2 Workplace Safety & Insurance Board

The Contractor shall provide a WSIB Clearance demonstrating that it is registered with the WSIB and that its WSIB account is in good standing at the commencement of and throughout the term of the Agreement. The Contractor shall maintain its WSIB account in good standing throughout the contract period.

7.0 TERMS AND CONDITIONS

7.0.1 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 Representative shall be the judge of acceptable standards of operation and service throughout the contract period. Should the City Representative determine that an aspect of the service or operation is unsatisfactory the City Representative may notify the Contractor in writing of the problem.

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- c) Should the Contractor employee(s) be unable (sick, etc.) or otherwise fail to attend work for any reason, the Contractor is still entirely responsible for completing the necessary service(s). Failure to do so may result in cancellation of the contract pursuant to the termination provisions, and/or the requirement to pay reimbursement to the City under s. 4.0.3.

7.0.2 Revisions to Specifications

The City Representative and the Contractor's Contract Manager may, if both agree and if done in writing, make minor deletions or additions to specifications at any time conditions warrant, without amendment to the Agreement. The Scope of Work shall not be significantly altered without a written amendment to the Agreement.

7.0.3 Personnel

- a) The Contractor shall conduct sufficient background checks on all individuals providing services under this agreement, including obtaining a Police Vulnerable Sector Check (PVSC) for Employment clearance to ensure that each individual is suitable to provide services as a school crossing guard. No person shall commence duties as a school crossing guard at any location covered by this contract until he/she successfully completes a PVSC which must be kept current throughout the term of this agreement. The Contractor shall provide the City with a list of employees' and Supervisors' names and shall make the PVSC's available for review by the City's Representative upon request. The City may conduct random reviews upon advance notice to the Contractor to ensure compliance with this provision.

- b) (i) The Contractor acknowledges and agrees this agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Contractor nor any person employed by or associated with the Contractor is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City or statutory programs and coverages, whether under employment standards statutes, worker's compensation plans, unemployment/employment insurance schemes, health plan contributions, pension plan contributions, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance 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; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

(ii) Notwithstanding paragraph (i) above, it is the sole and exclusive responsibility of the Contractor 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.

(iii) The Contractor and the Contractor's employees have the right to provide services to any other person, business, or Corporation.

- c) Nothing in this Agreement shall entitle or enable the Contractor or any subcontractor to act on behalf of, or as agent for, or to assume or create any obligation on behalf of, or to make any representation, promise, warranty or guarantee binding upon, or otherwise to bind the City. The Contractor, any subcontractor of the Contractor and the City is independent and not the agent, employee, partner or joint venturer of any of the others.

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- d) As the Contractor's personnel remain the employees of the Contractor, payment of employee fringe benefits including statutory holiday pay, overtime pay, severance pay, etc., shall be the responsibility of the Contractor.
- e) The Contractor shall provide a trained Supervisor for the City requirements, with the qualifications and capabilities to perform the duties and responsibilities as outlined.
- f) The Supervisor shall be available to the School Crossing Guards that are on duty at all times to support the School Crossing Guards as required. The Supervisor will respond to issues concerning the School Crossing Guards as needed (and requested by the City) and there will be no additional charges incurred for those responses.
- g) The City reserves the right to have removed any employee of the Contractor who, in the City Representative's opinion, is not fulfilling the responsibilities of the position satisfactorily.
- h) The Contractor will assign a single Contract Manager as the primary contact/liaison between the Contractor and the City Representative. The Contract Manager will supply their contact information to the City Representative that will enable immediate communications as situations dictate.

7.0.4 Termination Provisions

- a) If the Contractor fails to perform its duties as outlined in the agreement or is otherwise in breach of the performance of, or compliance with any term, condition or obligation on its part to be observed or performed hereunder, the City Representative may notify the Contractor of the default and the Contractor shall have seven (7) days to correct the default(s).

If the default(s) is not corrected in the seven (7) day time frame to the satisfaction of the City, the City may terminate the contract upon at minimum fifteen (15) days written notice ("Notice of Termination") for non-performance of the contract, without in any way negating the responsibility of the Contractor to perform its contractual obligations to the City until the termination date specified in the Notice of Termination. In the event of such termination, the City shall only be required to make payment to the Contractor in accordance with Section 5.0 above for services satisfactorily completed prior to the date of termination specified in the Notice of Termination.

- c) The City reserves the right, at its absolute sole discretion, to cancel this contract with thirty (30) days written notice, without cause and without penalty.
- d) The City may terminate this agreement at any time, if Contractor shall be judged bankrupt or if, under any present or future *Bankruptcy Act*, any receiving order shall be made against them or if they shall enter into, make, or execute any deed or arrangement for the benefit of their creditors, or purport to do so, or trust deed be granted for the benefit of creditors, or purport to do so, or trust deed be granted to them for behoove of creditors, or if Contractor, being a company, shall pass a resolution, or the court shall make an order for the liquidation of their affairs.
- e) Should the Contractor, or any person employed by them, offer to pay any gratuity, or reward, or commission to any person in the employment of the City, the City may terminate the contract forthwith, and the amount, if any, then due to Contractor shall be forfeited to the City, without prejudice, to the right of the City to sue the Contractor for the cost incurred by it over the contractual rate in purchasing the School Crossing Guard Services elsewhere.

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- f) In the event of a breach of any provision of this Agreement by one party, no action or failure to act by the other party shall constitute a waiver of any right or duty afforded by that party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any such breach, except as may be specifically agreed to in writing.

7.0.5 Subcontractors

The Contractor shall not use subcontractors to provide services under this agreement without the express written prior consent of the City Representative. Use of subcontractors will only be permitted on an individual basis and provided advance written authorization has been obtained from the City regarding the specific subcontractor.

7.0.6 Assignment

The Contractor shall not, without prior written consent of the City Representative, make any assignment or any subcontract for the execution of any service or product contained in this agreement.

7.0.7 Meetings

The Contractor's Contract Manager and the Supervisor(s) are expected to meet monthly (more frequent as required) with the City Representative.

7.0.8 Emergency Contact List

The City and Contractor will exchange a list of contact names and numbers to be used in cases of emergency.

7.0.9 Statutory Holidays

Where mention is made of statutory 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 and Christmas Day, Boxing Day, .

7.0.10 Occupational Health & Safety

The Contractor must be in compliance with all aspects of the Occupational Health & Safety Act and ensure all School Crossing Guards are provided with the necessary training to safely perform their duties and responsibilities.

7.0.11 Accessibility for Ontarians with Disabilities Act (AODA) Training

Contractor shall ensure that it and all of its volunteers, employees or agents, if they deal with members of the public under this Agreement, receive training about the provision of services to persons with disabilities, in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005* and its Regulations.

7.0.12 Workplace Harassment/Discrimination Prevention Policy and Complaint Procedure, Workplace Violence Prevention Policy, and Code of Conduct

The Contractor shall ensure that its employees conduct themselves in a professional manner while on the City's premises and/or workplaces including ensuring that their employees' conduct is in compliance with the City's *Workplace Harassment/Discrimination Prevention Policy and Complaint Procedure, Workplace Violence Prevention Policy, and Code of Conduct*, and any such further policies as the City may provide to the Contractor from time to time. The Contractor acknowledges that copies of these policies have been provided to and/or made available to it.

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8.0 COMPLIANCE WITH LAW

The Contractor shall comply with all applicable laws, by-laws, rules and regulations.

8.0.1 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 City:	The Corporation of the City of London 300 Dufferin Ave., London, ON N5A 4L9 Att'n: Managing Director, Environmental & Engineering Services and City Engineer
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To the Contractor:	Stinson Security Services Ltd. 490 Oxford Street East London, ON N5Y 3H7 Att'n: President
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8.0.2 Catastrophe

Neither the Contractor 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.

8.0.3 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.

8.0.4 Independent Contractors

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

8.0.5 Amendments

All provisions of the Agreement shall remain in effect throughout the term 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 permitted successors and assigns.

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8.0.6 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.

SIGNED SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

By: _____
Joe Fontana, Mayor

By: _____
Catharine Saunders, City Clerk

STINSON SECURITY SERVICES LIMITED

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

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

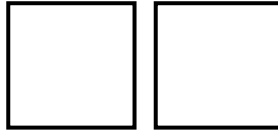
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SCHEDULE "A"

School Crossing Guard Locations and Hours of Coverage

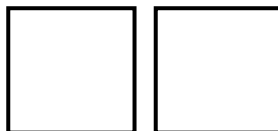
<u>Location</u>	<u>Morning</u>	<u>Noon</u>	<u>Afternoon</u>	<u>Hours per Day</u>
Aldersbrook & Hawthorne	0805 - 0910	1130 - 1305	1500 - 1615	4
Admiral & Trafalgar	0815 - 0905	1130 - 1255	1520 - 1610	3.25
Byron Baseline & Byron	0830 - 0905	1140 - 1305	1515 - 1600	2.75
Byron Baseline & Griffith	0815 - 0905	1145 - 1300	1520 - 1615	3
Baseline & Lansing	0820 - 0900		1520 - 1605	2
Baseline & Ridout	0815 - 0910	1130 - 1305	1530 - 1615	3.25
Baseline & Wortley	0815 - 0910	1130 - 1300	1520 - 1605	3.25
Belfield & Monsarratt	0815 - 0900	1115 - 1245	1500 - 1540	3
Belmont & St. Lawrence	0820 - 0905	1135 - 1215 1230 - 1300	1520 - 1600	2.75
Blackfriars & Wharncliffe	0750 - 0850		1445 - 1620	2.75
Bonaventure & Admiral	0815 - 0915	1035 - 1145	1515 - 1615	3.25
Briarhill & Melsandra	0815 - 0905	1130 - 1255	1515 - 1600	3
Bradley & Jalna	0825 - 0910	1040 - 1200	1520 - 1615	3
Bradley & Ernest	0815 - 0905	1140 - 1300	1520 - 1615	3.25
Byron & Wharncliffe	0825 - 0905	1140 - 1300	1520 - 1605	2.75
Central & Maitland	0730 - 0815		1430 - 1510	2
Chapple Hill & Hawthorne	0825 - 0915	1140 - 1250	1510 - 1610	3
Cheapside & Maitland	0810 - 0910		1525 - 1615	2
Cheapside & Adelaide	0810 - 0900		1525 - 1615	2
Chippewa & Apache	0825 - 0910	1130 - 1300	1515 - 1600	3
Commissioners & Frontenac	0820 - 0905		1520 - 1610	2
Commissioners & Stephen	0825 - 0910	1130 - 1300	1520 - 1600	3
Commissioners & Viscount	0810 - 0905		1520 - 1610	2
Creston & Nixon	0820 - 0905		1525 - 1605	2
Dundas & English	0815 - 0905		1515 - 1605	2
Emery & Wellington	0815 - 0900	1150 - 1300	1520 - 1610	2.75

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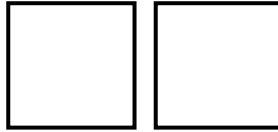
Ernest & Conway	0815 - 0915	1140 - 1310	1510 - 1610	3.5
Ernest & Lacey	0815 - 0915	1140 - 1310	1510 - 1610	3.5
Ernest & Muriel	0820 - 0910	1145 - 1305	1515 - 1600	3
Farnham Rd. / Farnham Grove	0825 - 0910	1205 - 1355	1525 1605	3.25
Ferndale & Dulaney	0825 - 0910	1130 - 1300	1515 - 1600	3
Ferndale & Nixon	0820 - 0905	1140 - 1255	1515 - 1600	2.75
Gore Road & Montebello	0820 - 0910	1045 - 1140	1525 - 1610	2.5
Gainsborough & Aldersbrook	0815 - 0910	1135 - 1300	1520 - 1615	3.25
Guildwood Blvd & St. Croix	0800 - 0910		1515 - 1605	2
Hamilton Road & Adelaide	0820 - 0905	1305 - 1405	1520 - 1605	2.5
Hamilton Road & Egerton	0820 - 0905	1125 - 1300	1515 - 1605	3.25
Hamilton Road & Elm	0810 - 0905	1130 - 1305	1520 - 1605	3.25
Hamilton Rd. & Glenwood	0815 - 0905	1310 - 1415	1515 - 1600	2.75
Hamilton Rd. & Meadowlily	0820 - 0910	1045 - 1145	1530 - 1600	2.5
Hamilton Rd. & Sackville	0820 - 0905	1125 - 1300	1515 - 1605	3.25
Hamilton Rd. & William	0820 - 0905	1305 - 1405	1520 - 1605	2.5
Hastings Drive at Virginia	0820 - 0905	1130 - 1300	1515 - 1600	3
Hill St. & Adelaide	0820 - 0905	1305 - 1405	1520 - 1605	2.5
Hillview Blvd & Cherokee	0820 - 0905	1130 - 1300	1520 - 1605	3
Huron St. & Webster	0750 - 0905	1130 - 1225 1230 - 1315	1440 - 1610	4.5
Jalna Blvd. & Ponderosa	0815 - 0900	1120 - 1250	1515 - 1600	3
Jalna Blvd. & Poplar	0815 - 0900	1125 - 1245	1510 - 1605	3
Jalna Blvd at Renny Cres.	0830 - 0910		1520 - 1615	2
Lawson and Limberlost Rd.	0815 - 0910	1130 - 1305	1515 - 1605	3.5
Lola St. & Blake	0820 - 0905	1130 - 1300	1515 - 1600	3
Lorne Ave. & Adelaide	0730- 0905	1255 - 1345	1430 - 1615	4.25
Lorne Ave. & Quebec	0755 - 0910		1455 - 1615	2.75
McNay St. & Victoria	0820 - 0905	1130 - 1305	1525 - 1605	3
Millbank & Bridlington	0815 - 0910	1135 - 1300	1515 - 1615	3.5
Millbank & Dudley	0800 - 0910	1135 - 1300	1520 - 1615	3.5

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Millbank & Southdale	0820 - 0905	1140 - 1300	1515 - 1615	3.25
Nicole at Stackhouse	0815 - 0915	1050 - 1200	1515 - 1605	3
Notre Dame & Norton	0820 - 0910	1130 - 1300	1520 - 1610	3.25
Osgoode & Adelaide North	0815 - 0900		1520 - 1600	2
Osgoode & Adelaide South	0815 - 0900		1515 - 1605	2
Osgoode & Harding	0820 - 0910	1125 - 1255	1510 - 1550	3
Oxford St. & Cherryhill	0815 - 0920	1045 - 1145	1530 - 1615	3
Oxford St. & Headley	0830 - 0915		1530 - 1615	2
Oxford St. & Juniper	0745 - 0905		1530 - 1610	2
Oxford St. & Quebec	0820 - 0910	1135 - 1245	1500 - 1600	3
Oxford St. & McNay	0820 - 0910	1150 - 1310	1515 - 1605	3
Oxford St. & Waterloo	0745 - 0910	1140 - 1300	1525 - 1610	3.5
Oxford St. & Wharncliffe	0745 - 0850		1445 - 1615	2.75
Piccadilly & Colborne	0825 - 0910	1140 - 1300	1525 - 1615	3
Piccadilly & Waterloo	0830 - 0915	1145 - 1330	1525 - 1610	3.25
Pond Mills & Commissioners	0810 - 0900		1520 - 1605	2
Pond Mills Rd. & Deveron	0815 - 0910	1250 - 1400	1520 - 1610	3
Pond Mills Rd. & Burlington	0810 - 0900		1525 - 1610	2
Princess & Colborne	0730 - 0840		1440 - 1620	3
Richmond St & Victoria	0815 - 0905		1520 - 1615	2
Riverside & Foster	0820 - 0905		1535 - 1620	2
Riverside & Pinetree	0815 - 0900	1135 - 1305	1525 - 1615	3.25
Royal York & Hyde Park	0815 - 0910	1130 - 1305	1510 - 1610	3.5
Sandford & Beckworth	0745 - 0905		1440 - 1615	3
Sarnia Rd. & Chapman	0820 - 0905	1130 - 1300	1515 - 1615	3.25
Second St. & Mardell	0815 - 0915	1300 - 1405	1520 - 1605	3
Springbank & Chessington	0740 - 0825		1430 - 1515	2
Springbank & Trowbridge	0830 - 0915	1140 - 1310	1500 - 1615	3.5
Spruce & Wavell	0820 - 0910	1240 - 1405	1520 - 1605	3
St. James & Colborne	0815 - 0915	1140 - 1300	1520 - 1615	3.25

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St. James & Waterloo	0825 - 0915	1130 -1300	1520 - 1615	3.25
Tewksbury & Tudor	0825 - 0915	1145 - 1305	1515 - 1600	3
Thompson Rd. & Adelaide	0810 - 0915	1035 - 1140	1510 - 1600	3
Thompson Rd. & Jacqueline	0810 - 0910	1035 - 1145	1510 - 1600	3
Trafalgar & Condor	0750 - 0900		1440 - 1615	2.75
Trafalgar & Thorne	0800 - 0910	1240 - 1400	1510 - 1610	3.5
Tweedsmuir & Hale	0815 - 0905	1050 - 1150	1530 - 1630	3
Victoria & Waterloo	0825 - 0910	1125 - 1300	1520 - 1600	3
Viscount & Notre Dame	0815 - 0900	1130 - 1255	1510 - 1605	3.25
Viscount & Andover	0755 - 0900	1130 - 1300	1455 - 1605	3.75
Viscount & Galloway	0820 - 0905	1130 - 1300	1515 - 1600	3
Viscount & Steeplechase	0830 - 0910	1130 - 1310	1515 - 1605	3.25
Viscount & Woodcrest	0825 - 0910	1205 - 1355	1525 - 1605	3.25
Wavell & Castle	0820 - 0915	1035 - 1140	1515 - 1605	3
Wavell & Vancouver	0820 - 0900	1215 - 1355	1520 - 1600	3
Westminister & Whetter	0810 - 0905	1040 - 1150	1520 - 1615	3
Woodward & Edinburgh	0800 - 0910	1050 - 1140	1530 - 1620	3
Wortley Rd. & Briscoe	0820 - 0915	1130 – 1215 1230 - 1300	1515 - 1605	3
Wortley Rd. & Duchess	0820 - 0910		1520 - 1605	2
York St. & Lyle	0750 - 0905		1530 - 1615	2

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APPENDIX "B"
LETTER FROM STINSON SECURITY SERVICES LIMITED REGARDING SCHOOL CROSSING GUARDS



GEORGE E. STINSON
CEO
Former British Ministry of
Defence (R.A.F.) and N.A.T.O.

DAVID R. STINSON
President

SHANA-LII STINSON
Vice President

STINSON SECURITY SERVICES LIMITED



July 8, 2013

Mr. Edward Soldo, P. Eng.
Director of Roads and Transportation
City of London
300 Dufferin Ave.
P.O. Box 5035

Dear Mr. Soldo,

Further to our recent meeting this letter is to confirm Stinson Security Services Limited's position on a one year extension of the current School Crossing contract with London Police Services.

Stinson Security is in full agreement with THE CORPORATION OF THE CITY OF LONDON contract to continue the service for the period of September 1 2013 to August 31 2014. The billing rates for the 2012/2013 school year would not change and remain as is for the extension year of 2013/2014.

Those figures are:

Supervisor - hourly rate - \$23.63/hr and total yearly billing approximately \$55,199.68 plus HST.

Crossing guard - hourly rate - \$15.93 and total yearly billing approximately \$920,084.14 plus HST.

Should you have any further questions please contact me.

Sincerely,


Dave Stinson
President