

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 05-257

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND SECURITAS CANADA LIMITED

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

1. That the Mayor and Clerk be and they are hereby authorized to execute an agreement between The Corporation of the City of Peterborough and Securitas Canada Limited 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 December, 2005

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

THIS AGREEMENT made this 30th day of November, 2005.

BETWEEN:

SECURITAS CANADA LIMITED

hereinafter referred to as "Securitas"

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter referred to as the "City"

OF THE SECOND PART

WHEREAS Securitas and the City wish to enter into a contract pursuant to which Securitas will provide services to the City with respect to parking control upon the terms and conditions hereinafter set forth;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. Securitas agrees to furnish to the City sufficient personnel to carry out the duties with respect to parking control services which are set forth in Request for Proposal Document No. P-31-05 and Securitas' Security Services Proposal dated November 2, 2005, a copy of which is attached hereto as Schedule A.
2. (a) This agreement shall remain in full force and effect for a term of three (3) years, commencing February 1, 2006, and being fully completed on January 31, 2009, provided that Securitas maintains acceptable standards of operation and service throughout the contract period. Should the Director of Utility Services or his designate determine that any aspect of the service or operation is unsatisfactory, he or she shall notify Securitas in writing, and Securitas shall thereafter have twenty (20) days to correct the problem. In the event that Securitas 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 Securitas.

(b) The City shall have the right to extend the term of this agreement for one (1) further year, commencing on February 1, 2009, 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 Securitas, in writing on or before June 30, 2009, of its desire to extend the agreement for the further term of one (1) year, and the parties shall agree upon the appropriate rates, failing which agreement, the rates shall be set by arbitration, in accordance with the *Arbitration Act*.

3. The City agrees to pay to Securitas for the services set out in Schedule A at the rates set out on pages 21 and 22 in Schedule A. Securitas 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. Securitas 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 Securitas within thirty (30) days following the date of the invoice.
5. Any persons performing services pursuant to this agreement shall remain the employees of Securitas, 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 Securitas shall be subject to the approval of the City.

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6. Securitas 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 security officer who has been found unsuitable, after a reasonable amount of training and in the opinion and at the sole discretion of the Director of Utility Services and/or his designate, shall be employed by Securitas in connection with this agreement.
7. All Parking Control Services Officers must be licenced under Securitas, pursuant to the provisions of the *Private Investigators and Security Guards Act*. In addition, each person employed with Securitas pursuant to this agreement shall be covered by employee dishonesty insurance and Securitas shall provide to the City proof of such coverage. The City shall provide the following support services:
 - (a) A Court Prosecutor for the processing of by-law infractions;
 - (b) One patrol vehicle; and
 - (c) One vehicle suitable for revenue collection.

Any employee of Securitas operating a City vehicle shall be required to obtain a City of Peterborough driver's licence.

8. Securitas 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 Securitas in executing the work required by this agreement.


9. Securitas shall provide liability insurance, as provided in Schedule A, to cover all claims arising out of the negligence of Securitas or its failure to fulfil any of its obligations pursuant to this agreement. A certificate confirming all such insurance coverage shall be provided to the City.
10. Securitas shall provide training, as set forth in the Training-Employee Development Section of Securitas' 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. Securitas shall provide the City with a performance security bond in the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00) in the form of an irrevocable letter of credit, cash, or other acceptable surety. The performance security will be retained throughout the term of the contract by the City, but the amount of the security may be reduced proportionately following each successfully completed year of the contract. If the contract is extended on a year to year basis, the City shall retain the final third of the initial performance security bond until such time as the parties cease to contract with each other.
12. If there is any conflict between the provisions of this agreement and the provisions of Schedules A and B, the provisions of this agreement shall prevail.
13. This agreement 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:

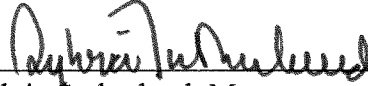
SECURITAS CANADA LIMITED

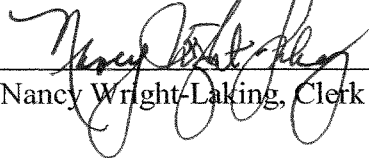

Name: **JAKE WARKILL,**
Office: **OTTAWA, ONT**

Name:
Office:

I have authority to bind the Corporation

**THE CORPORATION OF THE
CITY OF PETERBOROUGH**


Sylvia Sutherland, Mayor


Nancy Wright-Laking, Clerk