

1600-007-2/4593

Box #

**Canadian Corps of Commissionaires - Parking Enforcement and
Scheduling Services**

Legal Administration - Contracts & Agreements - Authorized by Clerk

THIS AGREEMENT MADE THIS 19 DAY OF JUNE, 2013.

BETWEEN:

THE CITY OF REGINA, a city, continued under *The Cities Act*, c. C-11.1, S.S. 2002, (the "City")

— and —

THE CANADIAN CORPS OF COMMISSIONAIRES (SOUTH SASKATCHEWAN) an active business corporation, incorporated according to the laws of Saskatchewan (the "Contractor")

In consideration of the covenants and agreements hereinafter contained, the parties agree as follows:

DEFINITIONS

1 In this Agreement:

- (a) "Active Patrol" means the time when an Officer is equipped with a handheld ticket issuing device and actively performing duties while on urban or mobile patrol as assigned;
- (b) "Contract Administrator" means the Manager of Parking Services employed by the City and his or her designate as designated by the Contract Administrator in writing;
- (c) "Officer" means Contractor personnel assigned to mobile or urban patrol or as a patrol supervisor, site coordinator or enforcement scheduler;
- (d) "Out of Service" means the time when an Officer is not on Active Patrol, including preparation time, meal and health breaks as permitted by the Contractor;
- (e) "Parking Services" means the branch of City administration responsible to manage parking enforcement; and
- (f) "Patrol Areas" means an area of the City as defined by the City that are typically patrolled by a single Officer.

TERM

2 The term of this Agreement shall commence on June 25, 2013 and terminate May 31, 2016.

3 This Agreement may be renewed at the option of the City for two additional terms of one year on terms and conditions no less favourable to the City as those contained in this Agreement.

SERVICES

- 4 (1) The Contractor shall perform the Services as set out in this Agreement, as directed by the Contract Administrator, as further described in the RFP and its appendixes and any addenda related thereto, and as contained within the attached portions of the proposal, all of which form part of this Agreement and are attached hereto as follows:
- (a) Request for Proposals #2156 ("the RFP") Parking Enforcement and Scheduling Services (Schedule A);
 - (b) Excerpts from the proposal submitted by the Contractor in response to the RFP (Schedule B); and
- (2) If there is a conflict or inconsistency between the provisions or obligations of this Agreement, then the dispute shall be resolved in accordance with the following documents, which are listed in priority:
- (a) the body of this Agreement excluding Schedules;
 - (c) Addenda to the RFP, if any, with the most recent addenda taking priority;
 - (d) the RFP;
 - (e) Schedule B, excerpts from the Contractor's Proposal.
- 5 (1) The Services shall consist of:
- (a) regular weekly shifts as described in Appendix A of the RFP (Schedule A) ("Minimum Service Levels"; and
 - (b) seasonal shifts and event shifts dependent on operational needs.
- (2) The Minimum Service Levels required by the City shall be subject to change upon no less than 5 business days written notice by the Contract Administrator.
- (3) Services for seasonal shifts or special events shall be required as assigned on no less than 24 hours notice to the Contractor.
- (4) The City shall not be required to purchase Services in excess of the Minimum Service Levels or exclusively from the Contractor.
- 6 The Contractor shall be permitted to supply Officers for Active Patrol exceeding the Minimum Service Levels subject to the approval in writing of the Contract Administrator.

- 7 (1) The Contractor agrees to abide by and provide the Services in accordance with bylaws, operational rules and procedures adopted or as changed by the municipal council of the City, a committee thereof, and the Contract Administrator as may be amended from time to time, in the City's sole discretion.
- (2) The Contractor shall cooperate with the City's staff in the implementation of any procedural changes that may result in increased productivity, customer service and efficiency associated with the Services.
- 8 (1) The Contractor shall employ and keep on the Site, a competent supervisor, assigned to the role of Site Coordinator, as described in the RFP, acceptable to the Contract Administrator.
- (2) The supervisor shall represent the Contractor on the Site and shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.
- (3) Before commencement of services, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor.
- (4) The Contract Administrator may give instructions to the Contractor's on-site supervisor and such instructions shall be deemed to have been given to the Contractor.

PENALTY FOR FAILURE TO MAINTAIN MINIMUM SERVICE LEVELS

- 9 (1) The Contractor shall have until October 1, 2013 to achieve the Minimum Service Levels. Should the Contractor be unable to meet the Minimum Service Levels, the Contractor shall be considered in breach of this Agreement and, shall pay the City seventy five dollars (\$75.00) per hour for each and every hour that an Officer is not on Active Duty.
- (2) The amount specified is for liquidated damages and is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not provide the Minimum Service Levels.
- (3) The Contractor shall be exempt from payment of the penalty for a reasonable number of unplanned absences of personnel (i.e. illness, bereavement, injury) for which a substitute cannot reasonably be assigned for up to one day in length, for additional Out of Service time in extreme weather conditions, and as otherwise consented to by the City in writing.

FEES

- 10 (1) The City shall pay the Contractor for hours of service provided ("Service Hours") toward the Services including:
- (a) Officer time spent on Active Patrol in 15 minute increments;

- (b) Time spent by mobile patrol Officers fuelling, cleaning, and washing City mobile patrol vehicles as is reasonably necessary;
- (c) Personnel attendance at briefings by Parking Services at the request of the Contract Administrator;
- (d) Personnel attendance at City mandated training for Officers assigned to mobile patrol related to operation of the City's commercial carrier fleet;
- (e) Officer time spent attending court for prosecution or being interviewed by the prosecutor with respect to a prosecution, for tickets issued by the Officer, for the time period as stated on the court attendance notice or the time the interview is scheduled to start to the end of the trial or interview;
- (f) Hours spent on provision of Services by the Site Coordinator and Enforcement Scheduler; and
- (g) Up to 24 hours of on-site training for each of the personnel assigned to the City's Services, after the individual being trained remains assigned to the City's Services for at least 90 days.

(2) Service Hours shall not include:

- (a) Personnel health or meal breaks as permitted by the Contractor during an in-office shift, dispatched patrol or at all, excluding reasonable rest breaks for Officers on urban patrol in extreme weather conditions;
- (b) Preparation time before or after Active Patrol;
- (c) Travel time to and from court;
- (d) Contractor staff meetings; and
- (f) Contractor time spent on administration of the business affairs of the Contractor including but not limited to: generation of invoices and management of its employees and training of its employees except as set out in section 10(2).

11 Service Hours shall be payable at the rates as set out in Schedule C, based on the shift and personnel role as listed in the Schedule. No other fees or rates shall apply.

12 Invoices shall be submitted by the Contractor monthly and shall contain the following information and any additional information as the City may from time to time reasonably request:

- (a) The City's order number, if provided;
- (b) Date(s) of provision of Services;
- (c) Service type and quantity (number of hours rounded to the nearest 15 minutes) of Service Hours provided per Service rate;
- (d) Name and shift hours;
- (e) Total amount payable with GST and PST, if applicable, shown as separate amounts;
- (f) The Contractor's GST registration number.

- 13 The City shall have the right to verify Service Hours invoiced, quality of Services and compliance with the Minimum Service Hours required by auditing ticket issuance and cancellation rates or as otherwise determined by the City.
- 14 The City shall pay to the Contractor any charges payable less liquidated damages and chargebacks as set out in this Agreement within 30 days after receipt of the Contractor's invoice.
- 15 Invoices shall be provided to the City on a monthly basis and no later than 60 days after the services are rendered.

PERSONNEL

- 16 (1) The Contractor shall employ and make available to perform the Services, at all times during the term of this Agreement personnel qualified, trained by the Contractor and competent to perform the Services with such qualifications, training and services as further described in the RFP.
- (2) The Contractor shall remove any employee who:
 - (a) fails to maintain the required job skills or certifications; and/or
 - (b) in the sole opinion of the Contract Administrator, is deemed unacceptable for employment on this contract.
- 17 Personnel provided by the Contractor shall be and remain employees of and under the direction of the Contractor, for assignment of duty, arrangements of relief, vacation, substitution, pay, promotions, discipline and all other matters arising out of the relationship between employer and employee.
- 18 (1) Each individual proposed to provide services under the Contract shall be required to provide an original copy of a Criminal Record Search Certificate from the Regina Police Service or the police service having jurisdiction at his/her place of residence. The certificate must be dated within the past six (6) months.
- (2) Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to provide any services under this contract.
- (3) The City may, at its sole discretion and acting reasonably, require an updated criminal records search at any time during the term of the contract.
- (4) The Contractor shall remove any individual from the City's services if any of the personnel assigned to the City's Services are charged and/or convicted of a property offence or crime against another person during the term of the Agreement.

EQUIPMENT

- 19 The City shall provide the Contractor with non-exclusive use of office space as determined by the City (including related furniture but not office supplies), equipment (including hand-held ticketing devices, ticket printers, two-way radios), and vehicles specific to the issuance of City parking tickets (the "Equipment"). The Equipment remains the property of the City and may only be used in relation to Services provided under this Agreement.
- 20 The Contractor shall provide personnel, uniforms, footwear and any other goods or services required in order to complete the Services. The Contractor's selection of uniforms shall be subject to review and approval by the Contract Administrator.
- 21 (1) The City may charge back to the Contractor costs incurred by the City for the following:
- (a) Damage to City vehicles where the damage is as a result of negligence on the part of the Contractor or their employees, as determined by Saskatchewan Government Insurance;
 - (b) Damage to City supplied equipment where the damage is as a result of negligence on the part of the Contractor or their employees;
 - (c) Damage to public or private property due to negligence of the Contractor or their employee; and
 - (d) Payment of any tickets issued to the City in respect of its vehicles while in operation by an employee of the Contractor;
- (2) The City may reduce the payment to the Contractor by the amount of any charges contained in this section.

COMPLAINTS

- 22 (1) The Contractor shall ensure that complaints, commendations and request for media interviews regarding the Services or parking enforcement generally be referred to Parking Services at 306-777-6374, or as otherwise directed by the City.
- (2) The Contractor shall not participate in any media interviews or provide any public statement with respect to the Services and shall maintain a friendly and courteous demeanor in all interactions with the public while in the Service of the City.
- (3) At the request of the City or where an incident is known to have occurred, the Contractor shall provide a written response or explanation to the City, sufficient to enable the City to respond to the public's inquiry, within 48 hours of the City's request or the incident having occurred.
- (4) The Contractor shall provide full assistance in the investigation of any complaints.

INDEPENDENT CONTRACTOR

- 23 The Contractor's performance of this Agreement does not create an employee/employer relationship between the Contractor and the City; the Contractor is an independent Contractor.
- 24 The Contractor and anyone the Contractor employs or allows to perform any part of the Services are not and will not ever be considered employees of the City within the meaning of *The Labour Standards Act* of Saskatchewan, or any other applicable legislation, or entitled to any of the benefits of an employee of the City as a result of their performance of any part of the Services.
- 25 The Contractor acknowledges that:
- (a) the consideration provided to the Contractor by the City under this Agreement is income and subject to the provisions of the *Canadian Income Tax Act*, the *Canada Pension Plan*, and the *Employment Insurance Act*;
 - (b) the Contractor is solely responsible for remitting any amounts that the statutes listed in clause (a) require to be remitted; and
 - (c) if a decision-maker of competent jurisdiction decides that the City ought to have remitted any amounts that the statutes in clause (a) require to be remitted, then the Contractor will pay the City an amount equal to the amount the City is required to remit and all the costs (including solicitor-client costs) that the City incurs as a result of the Contractor failing to remit the amounts.
 - (d) If the Labour Standards Branch of the Saskatchewan Department of Labour or the Canada Revenue Agency (CRA) (or both of them) determines or deems the City to be an employer under this Agreement, then the Contractor agrees that the Services performed under this Agreement should be considered entirely of a managerial character.

WORKERS' COMPENSATION

- 26 The Contractor shall comply with *The Workers' Compensation Act, 1979* of Saskatchewan or any successor legislation.
- 27 Prior to execution of this Agreement and upon request, the Contractor shall provide the City with a copy of a certificate from the Workers' Compensation Board showing that the Contractor is registered and is in good standing with the Board.
- 28 The Contractor shall indemnify and save the City harmless if the City is required to pay any Workers' Compensation charges arising from the Commissionaire's provision of the Services, the provision of the Services by a subcontractor of the Contractor or if the City is held liable for any damages or injury to any employee,

partner, or subcontractor of the Contractor while on City-controlled or City-owned property.

CONFIDENTIALITY

- 29 The Contractor shall keep confidential and secure all documents, data, information and other material of the City which is provided to or obtained or accessed by the Contractor in the performance of its obligations under this Agreement (the "Confidential Information").
- 30 The Contractor acknowledges that the City may be bound to third parties and is bound by *The Freedom of Information and Protection of Privacy Act* with respect to information used and obtained by the City and shall amend any of its business practices related to Confidential Information at the City's request.
- 31 All data/material/information gathered, produced/developed in the performance of the Contractor services, shall remain the property of the City.

CONFLICT OF INTEREST

- 32 The Contractor, including its principles and employees shall not use or share any of the information acquired as a result of the services provided under this Agreement for their own personal benefit or the benefit of others, including but not limited to parking their personal vehicles unlawfully in areas known to be unenforced or failing to issue tickets or cancelling or retracting tickets for vehicles based on any kind of personal relationship or preference. Should such activity occur, the City shall be entitled to request that a particular employee of the Contractor be removed from assignment to the Services and if in the opinion of the City the behaviour is not limited to a single individual, to provide the Contractor with 30 days notice to remedy the breach, failing which the City may immediately terminate the Agreement. Should a breach reoccur within 30 days, the City shall not be required to serve an additional 30 days notice but may terminate immediately.

INDEMNIFICATION AND INSURANCE

- 33 The Contractor shall indemnify and save harmless the City from and against all costs, losses, damages, judgements, claims, demands, suits, actions or other proceedings arising from anything done or omitted to be done by the Contractor, its contractors, officers, employees or agents in connection with the services provided pursuant to this Agreement.
- 34 (1) The Contractor shall obtain and maintain during the course of this Agreement a comprehensive general liability insurance policy providing coverage of at least two million dollars (\$2,000,000.00) per occurrence.
- (2) The Contractor shall, at the time of executing this Agreement and thereafter upon renewal, provide the City with proof of the insurance required in (1).

- (3) The insurance obtained and maintained pursuant to this section must contain a statement whereby the insurer waives all rights of subrogation against any party named or contemplated as an insured party in the required policies.
 - (4) The Contractor is solely responsible for full payment of any deductible amount which may be due in the event of any and all claims under policies required by this Agreement.
 - (5) The Contractor shall ensure that all insurance policies required by this Agreement contain an endorsement by the insurer that states that the policies and coverage thereunder shall neither be amended or cancelled until 30 calendar days after written notice to such effect has been given to all named insureds.
- 35 The City shall obtain insurance for the vehicles supplied under this Agreement.

TERMINATION

- 36 The City may, by written notice to the other Party, personally delivered or delivered by registered mail, immediately terminate this Agreement without prejudice to any other remedy or right it may have, if:
- (a) the Contractor becomes bankrupt or insolvent or is so adjudged;
 - (b) if the Contractor makes a general assignment for the benefit of creditors;
 - (c) the Contractor's goods or chattels are liable to seizure by any secured party or lienholder;
 - (d) a writ of execution, sequestration or extent issues against the goods or chattels of the Contractor;
 - (e) the Contractor becomes the subject of any Act respecting liquidation or winding-up;
 - (f) the Contractor or any of its employees are in violation of the conflict of interest provisions of this Agreement; or
 - (g) the Contractor is in default of its obligations under this Agreement and the default is not remedied within 30 business Days after notice is received.
- 37 Either Party shall be entitled to terminate this Agreement without cause on 6 months written notice to the other Party.
- 38 The provisions contained herein regarding conflict of interest, confidentiality and indemnification shall survive the termination of this Agreement whether by expiration or termination.

NOTICE

- 39 All communications required by this Agreement shall be in writing and addressed as follows:

Canadian Corps of Commissionaires (Saskatchewan Division)
122 Albert Street
Regina, Saskatchewan
S4R 2N2
Attn: Laurie Mang

The City of Regina
2476 Victoria Ave.
Regina, Saskatchewan
S4P 3C8
Attn.: Andrea McNeil-Wilson

GENERAL

- 40 This Agreement, including the Schedule hereto constitutes the entire and exclusive agreement between the parties hereto relating to the subject matter hereof and supersedes all prior arrangements, undertakings, representations and understandings, written or oral, between the parties or their representatives relating thereto. No amendment to this Agreement shall be effective unless it is in writing and executed by the parties hereto.
- 41 The Contractor agree to maintain in force all approvals, licences and permits required by federal, provincial and municipal laws and comply with all applicable federal, provincial and municipal laws while providing the services outlined in this Agreement.
- 42 The Contractor shall be permitted to subcontract all or part of the Services subject to the consent in writing of the City.
- 43 The Contractor agrees to pay all debts and liabilities incurred in the performance of its obligations under this Agreement, including the liability to pay its employees the wages to which they are entitled according to law.
- 44 This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Saskatchewan.
- 45 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

- 46 If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

THIS AGREEMENT EXECUTED BY:

The City of Regina on June 27, 2013

Per: The City Clerk

J. Sordmucke



<affix corporate seal>

19 June, 2013

Per: Canadian Corps of Commissionaires
(Saskatchewan Division)

Signature Removed

<affix corporate seal> If the corporate seal is not affixed, then the Affidavit of Corporate Signing Authority printed on the next page.

✓

LAURIE G. mang

Print Name of Signing Authority

DIRECTOR OF BUSINESS DEVELOPMENT

Print Title of Signing Authority



AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA
SASKATCHEWAN

I, _____ of _____,
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

1. I am a Director or Officer of the The Canadian Corps of Contractor named in the Agreement to which this Affidavit is attached.
2. I am authorized by the The Canadian Corps of Contractor to execute the Agreement without affixing the Corporate Seal of the Corporation.

Sworn/Affirmed before me at _____, _____
on _____, 20____
Month Date

A Notary Public in and for the Province of Saskatchewan
Being a lawyer —or—

My appointment expires:

Signature of Signing Authority