

---

## Memorandum

---

**To:** Budget Standing Committee

**Cc:** Shelley Chemnitz, CAO; Kristine Douglas, Director - FMS; Steve Solski; Executive Director – FirstOntario PAC

**From:** Dan Dillon, P.Eng. – Director – TES

**Date:** January 26, 2018

**Subject:** Security – FirstOntario Performing Arts Centre

---

At its meeting on November 6, 2017, the Budget Standing Committee (BSC) asked that “Staff look at the cost of security coverage for the FirstOntario Performing Arts Centre (FirstOntario PAC), and the BSC be shown the security agreement between Brock University and the FirstOntario PAC”. This memo addresses that request.

As part of the operating budget for the FirstOntario PAC, security for the building, artists, clients and patrons is provided through in-house staffing. Contracted services are also provided on an as-needed basis, based on contracts with artists, and the risk assessment of each performance. An allocation of \$20,000 is included in the approved 2018 Operating Budget for the additional contract security needs at the FirstOntario PAC.

Brock Campus Security provides 24/7 on-site security for Brock University’s Marilyn I. Walker School of Fine and Performing Arts (MIWSFPA) facility. In 2016, the PAC entered into a one year agreement with Brock University to provide additional partial interior and exterior security monitoring for the PAC. This agreement provided approximately 44 hours per week, over a 44 week period at a cost estimated at approximately \$51,000 plus HST. A copy of this agreement is attached as Appendix 1.

In May of 2017, after a review of the service provided by Brock University, it was determined that there was no need for an on-site security guard at the FirstOntario PAC for 44 hours a week during the time students were in the building. All minor issues with the students experienced at the FirstOntario PAC could be dealt with by security from MIWSFPA attending as is their responsibility. In consideration of the limited resources the FirstOntario PAC has to operate a fully functioning world-class performing arts centre, and in consideration of the desire of the BSC to see the cost of the FirstOntario PAC reduced, the contract with Brock for security was not renewed.

At a Joint Executive Committee (JEC) Meeting of June 20, 2017, it was discussed and agreed that it was the responsibility of Brock to secure its students while they were in

class per their funding model, and that the FirstOntario PAC funding model did not contemplate the cost of securing the students while in class. The JEC is a committee established as a joint undertaking of the City and Brock to act as a coordinating body between the two projects through the Development, Construction and now the Operational phase of the two projects. The JEC alternates Chairs each meeting between the CAO of the City and the Vice President of Brock and now meet every 6 months.

As indicated above, security for the FirstOntario PAC building, artists, clients and patrons is provided through in-house staffing. Contracted services are arranged on an as-needed basis, based on contracts with artists, and the risk assessment of each performance. As requested, the City's CAO has discussed this matter with the Vice President of Brock. FirstOntario PAC is monitoring its security needs and will be in contact with Brock should their security needs change. Brock Campus Security will continue to patrol inside the PAC during the academic year (September to May) while Brock students are utilizing the FirstOntario PAC for academic purposes.

In 2017, Brock Campus Security presented a proposal for providing after-hours external security patrols for the FirstOntario PAC. The after-hours patrol would have assisted in some degree of protection to the property and surrounding area, the monitoring of any inappropriate activities, and reporting damage to the building. The proposal provided approximately 24 hours per week security, over a 52 week period at a cost of approximately \$35,000 plus HST. Again, due to budgetary considerations, those costs were not included in the approved 2018 Operating Budget for the FirstOntario PAC.

## Security Service Agreement

### Brock University Campus Security Services &

### City of St. Catharines - Performing Arts Centre

1. Brock University Campus Security Services ("Brock") agrees to provide security services to the City of St. Catharines ("City") Performing Arts Centre ("P.A.C.") under the terms set out in this Agreement.
2. Services shall commence April 11<sup>th</sup> 2016 for a period of 12 months ending April 11<sup>th</sup> 2017; prior to that date, a meeting will commence for any negotiated changes to the Agreement. Either party may terminate this Agreement on 30 days prior written notice to the other party.
3. **Indemnity and limitation of Liability**
  - a) Performing Arts Centre (City of St. Catharines) authorizes Brock and its security personnel to enter upon site of the P.A.C. for the purpose of providing security services in conjunction and in consultation with the P.A.C. Security Manager.
  - b) The P.A.C. understands that the security services do not provide and are not intended to provide complete security for the site, but provide the degree afforded by the reasonable efforts of Brock Security staff carrying out the procedures agreed upon by the parties.
  - c) The P.A.C. and Brock University hereto do not contemplate that Brock University is assuming the risk of any or all damage, loss or injury that may result upon the failure of Brock University Security to perform any of its obligations hereunder except as expressly stated herein. Brock makes no warranties or representations, express or implied, with respect to the services provided under this Agreement and expressly disclaims any implied warranties including, without limitation, implied warranties of merchantability or fitness for purpose. In consideration of the provision of services, P.A.C. will indemnify and hold harmless Brock University and its directors, officers, agents, employees, volunteers and contractors, from and against all actions, suits, demands, damages, costs, and expenses of whatever kind/or nature including without limitation, negligence, breach of contract, breach of statutory duty or other duty of care which may be brought, alleged or made against Brock or which Brock

may pay or incur as a result of or in connection to the provision of the services under this Agreement.

- d) Notwithstanding any other provision of this Agreement, the sole and exclusive remedy of the P.A.C. in contract or in tort for any claim, loss or damages in any way related to, or arising out of this Agreement including without limitation, any loss, theft, burglary, vandalism, fire or other damage of whatever kind/nature to the P.A.C. site and any injury or death shall be limited to actual and direct damages and shall in no event exceed the total fees paid to Brock under this Agreement. Under no circumstances shall Brock or any director, officer, agent, employee, volunteer or contractor be liable for any indirect, special, consequential, incidental, exemplary or punitive losses or damages of any kind whatsoever or howsoever caused, even if Brock or such person had been advised of, had knowledge or reasonably could have foreseen the possibility of such damages.
- e) P.A.C. shall maintain at its own expense a comprehensive general liability insurance policy for the P.A.C. site and shall furnish to Brock University upon request, a certificate of insurance or other evidence satisfactory to Brock University that such coverage is in effect.

#### **Scope of Service**

1. In the existing umbrella Agreement between Brock University and the City of St. Catharines - Academic & Cultural Centre for Downtown St. Catharines dated March 5<sup>th</sup> 2012, Section 7.3, Brock University pays for the usage of the P.A.C. - in sections of 10 – 4 hour blocks per week throughout the school terms dependant on availability and usage. (an average of 40 hours a week)
2. During this time, the Campus Security Services - Garda Security members will include the Performing Arts Centre as part of their interior and exterior patrols which are conducted at the M.W.S. facility 24 hours a day.
3. Campus Security Services will also provide up to 24 hours a week of onsite security as scheduled by the Performing Arts Centre. If the Performing Arts Centre requires more than 24 hours on a given week it will be charged back at a rate of \$31.14/hour – (1.5 x) hourly rate due to overtime costs.
4. If the scheduled 24 hours for the P.A.C. is required on one of the contractual statutory holidays: New Years Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, the hourly rate is paid out at 2.5x the billing rate which is the contractual rate billed to Brock University. This rate will only apply to any scheduled statutory holiday assignments with the P.A.C approval.

5. After the facility is closed, the interior patrols are not conducted; only exterior patrols.
6. The supervisor from Brock Security Services at the M.W.S. campus will work in conjunction with the Security Manager at the P.A.C. to schedule the specific requests required in reference to the 24 hours per week.
7. The P.A.C. will provide card access to the Brock MWS Supervisor and staff to access the building based on the scheduled need.
8. Brock will supply a radio for the Security Manager in order to communicate, if necessary, in emergencies to the Command Centre or to the M.W.S. Security staff.
9. The officers will respond to emergencies to assist staff at the P.A.C. and any emergency responders from outside agencies.
10. Interior and exterior patrols will be conducted of the P.A.C. facility as determined by Security Managers of M.W.S. and P.A.C.
11. Monitoring of Brock cameras will occur, that view the south side of the P.A.C. and walkways between the buildings to ensure safety and security and any suspicious behaviour.
12. Incident reports will be submitted by officers involving any occurrence being at the P.A.C. and will be shared with management of the P.A.C. and any law enforcement agency as required.
13. Officers will maintain notes and observations and logs of their patrols and times at each facility.
14. All documentation created by Brock University officers as part of these services shall be in the custody and control of Brock and shall be made available to the City upon request, subject to any privacy or confidentiality restrictions.
15. Security officers will carry out duties in accordance with the directions and instructions of the University Marilyn Walker School Supervisor and any Platoon Supervisor after hours at the main Brock campus.
16. Brock University officers will carry out all other duties as may from time to time be assigned by the Security Supervisor or Manager from either facility.
17. All guards will be licenced in accordance with the Private Security and Investigative Services Act of the Province of Ontario.
18. All responses to fire alarms and fire panel issues will be done in coordination with the P.A.C. Security Manager and the Fire Plan for the P.A.C. facility.

Based on this Agreement, hours of coverage will be approximately 44 hours per week, completed over a 24 hour day basis during the opening and closing hours of the Performing Arts Centre.

Of the 44 hours, 24 hours will be on site interior security which will be prescheduled when required by the Security Supervisors of the M.W.S. and the P.A.C. The remaining 20 hours per week will consist of interior and exterior patrols. These services will be provided for 44 weeks throughout the year.

On site scheduled security will total (24 hours a week x 44 weeks) - 1056 hours and patrols (20 hours x 44 weeks) 880 hours. The total number of billing rate hours (1056 + 880) of service will be 1936 hours.

Brock University will invoice the City of St. Catharines in quarterly payments as per the below schedule of fees.

### **Invoices**

June 30<sup>th</sup> 2016 – (April, May, June)

September 30<sup>th</sup> 2016 – (July, August, September)

December 31<sup>st</sup> 2016 – (October, November, December)

March 31<sup>st</sup> 2017 – (January, February, March)

---

### **44 Weeks**

44 Weeks x 44 Hours = 1936Hours

1936 Hours x \$20.93 (Billing Rate) = \$40,520.48

25% Administrative fee: \$10,130.12

Total: \$50,650.60

Plus 13% H.S.T. = \$6,508.00

Total: 12 months = \$57,158.00



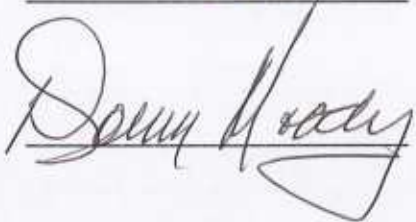
## General Provisions

1. **Force majeure:** Neither party shall be liable to the other party or shall be in default of its obligations under this Agreement if such default is the result of any cause beyond the reasonable control of the party affected, including strike, fire, flood. The Party affected by circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and shall take whatever reasonable steps are necessary to relieve the effect of such cause. In the event of a delay lasting for four weeks or more, the non-affected party shall have the right to terminate this Agreement on 7 days written notice.
2. **Assignment:** The City may not assign this agreement in whole or in part without the prior written consent of Brock.
3. **Waiver:** No waiver of any provision in this Agreement or any right or remedy under this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising and no course of dealing with respect to any right or remedy under this Agreement shall constitute a waiver of any other right or remedy.
4. **Entire Agreement and amendment:** This Agreement represents the entire agreement between the Parties with regard to the Services and supersedes any previous understandings, commitments or agreements, whether written or oral. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.
5. **Severability:** If any provision of this Agreement is wholly or partially unenforceable for any reason, all other provisions will continue in full force and effect.
6. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.
7. **Governing law:** This Agreement will be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada and the Parties submit to the exclusive jurisdiction of the courts of Ontario.

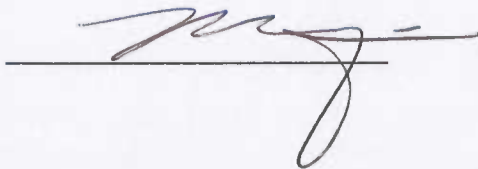
Dated APR 06 2016



Steve Solski – P.A.C. - City of St. Catharines



Donna Moody – Brock University Director of Security



Brian Hutchings – Brock University V.P. Administration