# SARNIA POLICE SERVICES BOARD November 29, 2018 9:30 a.m. BOARDROOM, POLICE SERVICES BUILDING, SARNIA, ONTARIO

# SPECIAL OPEN MEETING AGENDA

Page

# DECLARATIONS OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

# **MINUTES**

5 - 8

1. Adoption of Minutes - October 11, 2018

# That the Minutes of October 11, 2018 be adopted.

# **REPORTS AND INQUIRIES**

9 - 22

1. Collision Reporting Centre (Report)

That the Sarnia Police Services Board authorize the Chair Mayor Mike Bradley to sign an agreement for a one-year pilot program with Accident Support Services International Ltd. (ASSI) for a Collision Reporting Centre (CRC) to be located in the Sarnia Police Headquarters.

# **ROUTINE APPROVALS AND INFORMATION**

23 - 24A. Reduce Impaired Driving Everywhere (R.I.D.E.) Allocation<br/>for 2018/2019 (Report)

# For Information

25 - 29 B. October 31 Budget Status Report (Report)

## For Information

31	C.	New Backup Server for Business Continuity and Disaster Recovery (Report)
		That the Sarnia Police Services Board approve the purchase of a new backup server in the amount of \$63,070 including the cost of non-rebatable HST funded from the Operating Budget.
33 - 43	D.	Proposal RFP18-235 for Radio Communications Tower (Report)
		That the Sarnia Police Services Board accept the proposal submitted by Spectrum Communications in the amount of \$609,628 including non-rebatable HST (\$599,084 excluding taxes) for the supply and construction of Radio Communications Towers
45 - 46	E.	Officer Request for Leave of Absence for Military Deployment (Report)
		That the Sarnia Police Services Board approve Cst. Allison Knapp's leave of absence for military deployment.
47	F.	Officer Retirement and Replacement (Report)
		For Information
49	G.	Civilian Employees - Retirements and Replacements (Report)
		For Information
51	н.	New Civilian Employees (Report)
		For Information
53 - 55	I.	Ontario Association of Police Services Boards (OAPSB) Membership Dues for 2019 (Letter)
		<i>That the Sarnia Police Services Board approve the renewal of the Ontario Association of of Police Services Boards (OAPSB) Membership for 2019.</i>

# **NEW BUSINESS**

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# ADJOURNMENT

# OPEN MINUTES 9:30 a.m. – THURSDAY, OCTOBER 11, 2018 BOARD ROOM POLICE SERVICES BUILDING

The Sarnia Police Services Board met in regular session.

Mayor Mike Bradley took the Chair and the following Members of the Board were present: Councillor D. Boushy, B. Trothen and J. Rogers.

Absent: Deputy Chief Owen Lockhart

Present from staff were: Chief Norm Hansen, Director of Financial Services Cathy Dam, and Joan Knight, Board Secretary.

# DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

There were no disclosures of pecuniary interest.

# MINUTES

Moved by Board Member Rogers, seconded by Board Member Councillor Boushy, and **<u>carried</u>**:

# THAT the Open Minutes of September 27, 2018 be adopted.

# **REPORTS AND INQUIRIES**

1. 2019 Police Operating Budget (Report)

Cathy Dam, Director of Financial Services provided a report dated October 11, 2018 to the Sarnia Police Services Board regarding the 2019 Police Operating Budget.

Discussion took place with regard to the budget, Cathy Dam advised that this budget had been prepared with a focus on Asset Replacement and Long Term Budget Plan, moved by Board Member Councillor Boushy, that the 2019 Operating Budget be reduced to 2.85%, **failed to receive a seconder.**  Moved by Board Member Rogers, seconded by Board Member Trothen, and **<u>carried</u>**:

# *That the Sarnia Police Services Board receive the 2019 Proposed Operating Budget with net expenditures of \$23,853,954 representing an increase of 2.95% over 2018.*

2. Proposed 2019 Fees for Services Schedule (Report)

Cathy Dam, Director of Financial Services provided a report dated October 11, 2018 to the Sarnia Police Services Board regarding the Proposed 2019 Fees for Services.

Moved by Board Member Rogers, seconded by Board Member Trothen, and **<u>carried</u>**:

# *That the Sarnia Police Service Board approve the attached Proposed Fees for Services Schedule for 2019.*

2. 2019 Capital Budget Funding Request (Report)

Cathy Dam, Director of Financial Services, provided a report dates October 11, 2018 regarding the 2019 Capital Budget Funding Request.

Discussion took place with respect to the RFP for this project.

Moved by Board Member Councillor Boushy, seconded by Board Member Trothen, and <u>carried</u>:

# *That the Sarnia Police Services Board approve the request of \$2,761,000 funding from City Council required to complete the upgrade of the Communication System.*

4. Snow Removal Contract - Winter 2018/2019 (Report)

Cathy Dam, Director of Financial Services, provided a report dated September 25, 2018 regarding the Snow Removal Contract for the Winter 2018/2019.

Moved by Board Member Trothen, seconded by Board Member Rogers, and **<u>carried</u>**:

That the Sarnia Police Services Board approve a proposal from Poirier Services in the estimated amount of \$30,000 for Winter Parking Lot and Sidewalk Maintenance including Snow Removal for the period beginning in November 2018 and ending in the spring of 2019.

5. 2019 Police Reserves Forecast & Ten Year Capital Plan (Report)

Cathy Dam, Director of Financial Services, provided a report dated October 11, 2018 to the Sarnia Police Services Board, regarding the 2019 Police Reserves Forecast and Ten Year Capital Plan.

Discussion took place and Cathy Dam advised the Board that the Province is pushing Police Services Boards to develop A Ten Year Capital Plan along with a plan for future contributions to reserves.

Chair Mayor Bradley advised that the City is behind this incentive as well.

Moved by Board Member Trothen, seconded by Board Member Rogers, and **carried**:

*That the Sarnia Police Services Board approve 2019 expenditures totaling \$1,144,582 from Reserves; and* 

*That the Sarnia Police Services Board approve the 2019 Ten Year Capital Plan; and* 

*That the Sarnia Police Services Board approve renaming the Major Crimes Reserve to the Police Operating Contingency Reserve; and* 

*That the Sarnia Police Services Board approve consolidating the Sick Leave Reserve into the Police Operating Contingency Reserve* 

# **NEW BUSINESS**

1. Cannabis (Verbal)

Chair Mayor Bradley had questions concerning funding for Cannabis enforcement. Chief Hansen advised that presently the Province has frozen all funding and he has received no decision from the Province.

2. Fit for Duty Policy (Verbal)

Chair Mayor Bradley made an inquiry regarding the Fit for Duty Policy. Chief Hansen advised he will bring this policy to the Board in the near future.

3. Ride Program (Verbal)

Chair Mayor Bradley questioned Chief Hansen on the future of the Ride Program in light of the Provincial Funding cuts. Chief Hansen advised that no information had been received with regard to the funding for this program.

4. Human Resources Information System (Late Item Report)

Moved by Board Member Rogers, seconded by Board Member Trothen, and **<u>carried</u>**:

# *That the Sarnia Police Service Board approve the use of InfoHR as the primary Human Resources Information System (HRIS) for the Service.*

# ADJOURNMENT

Moved by Board Member Trothen, seconded by Board Member Rogers, and **carried**:

# THAT the Sarnia Police Services Board adjourn.

CHAIR

#### SARNIA POLICE SERVICE People Serving People

#### DEPARTMENT CORRESPONDENCE

DATE:	November 12, 2018
то:	Norman Hansen, Chief of Police
FROM:	Jeff Hodgson, Inspector, Community Response Division
SUBJECT:	Collision Reporting Centre

#### **RECOMMENDATION:**

It is recommended that the Sarnia Police Services Board authorize the Board Chair to sign an agreement for a one-year pilot program with Accident Support Services International Ltd. (ASSI) for a Collision Reporting Centre (CRC) to be located in the Sarnia Police Headquarters.

#### **BACKGROUND:**

Upon approval of the recommended agreement, ASSI will establish a CRC within the Sarnia Police Headquarters facility that will operate 40 hours per week. All collisions that do not involve personal injury, death or a criminal offense such as Impaired Driving, Dangerous Driving, etc., will be diverted to the CRC for processing.

Currently, the Sarnia Police Service attends and reports on all motor vehicle collisions that occur in the City of Sarnia. In 2017, the Sarnia Police reported 1506 collisions involving 2,870 vehicles. 184 collisions involved personal injury or fatalities. Of the remaining 1322 collisions, 538 occurred on private property and 784 collisions took place on a highway. Charges were laid in 31.6% of those collisions.

The Sarnia Police Service is currently the only police service of its size in Ontario to be without the services of a CRC. In fact, many smaller services such as Belleville, Kawartha Lakes, North Bay, Timmins and Woodstock have full service CRC agreements with ASSI.

#### **COMMENTS:**

The 2016 Residential Survey conducted by Oracle Poll Research on behalf of the Sarnia Police Services Board reported that distracted driving, impaired driving, aggressive driving and speeding were identified as issues of great concern to the public.

The Sarnia Police Service 2017-2019 Business Plan identified several goals and objectives directed at addressing the traffic related concerns identified by the public.

The plan also sets goals and objectives relating to the improvement of service delivery quality and the efficient and effective deployment of resources.

The establishment of an agreement with ASSI will result in the annual diversion of more than of 1,000 motor vehicle collisions to a CRC.

This diversion will provide the public with improved customer service including a significant reduction in roadside wait times and increased public safety by reducing congestion and clearing roadways in a timelier manner. The process for reporting motor vehicle collisions and exchanging information will become more streamlined. The damage sustained by a vehicle is photographed and documented resulting in a reduction in insurance fraud. The CRC ensures a timely transfer of relevant information to the appropriate insurance companies allowing for a much speedier claims process.

Benefits to the Sarnia Police Service include enhanced officer safety by reducing time managing collision scenes and a reduction in secondary collisions. Assuming an average investment of approximately 105 officer minutes per collision, a CRC would result in a labour savings of approximately 1.3 officers annually.

The Sarnia Police Service will be able to redeploy officers to higher priority needs and engage in pro-active measures to more effectively address issues identified in the 2017-2019 Business Plan such as distracted driving and speeding.

The Sarnia Police Service will be responsible for providing office space within the Sarnia Police Headquarters and temporary parking space for tow-trucks and damaged vehicles. Office space will be created by restructuring the current classroom and installing a door from the lobby. Sufficient parking will be created through a request to City Council to restrict parking on the east side of Water Street between the Water Street points of entry/exit to the Sarnia Police Headquarters. It is anticipated that vehicles that are towed to the CRC can be processed and moved to another location in less than 15 minutes.

#### **CONSULTATION:**

Chief Hansen, D. Chief Lockhart, Financial Services Director C. Dam, Support Services Inspector P. Murphy, Investigative Services Inspector D. Whelpley, Community Policing Branch Sergeant M. Toutant, Information Services Sergeant C. Wilson, Communications Supervisor K. Wallace, Traffic Branch Constable R. Szabo, Ms. Lynn Hemingway ASSI, Ms. Jacqueline Massi, ASSI and City of Sarnia Director of Engineering M. Berkvens.

#### FINANCIAL IMPLICATIONS:

The total cost of modifications to the Sarnia Police Headquarters is approximately \$8,500 including non-rebatable HST costs which will be funded from the Police Building Reserve with an uncommitted balance of \$183,783.

Accident Support Services International pays an annual fee of \$1,500.00 - adjusted annually for inflation - to Sarnia Police Service to offset overhead costs such as heat, hydro, and insurance.

Prepared by:

# Jeff Hodgson

Jeff Hodgson Inspector, Community Response Division

cc. D. Chief O. Lockhart

#### Attachment

Agreement, Sarnia Accident Support Services Ltd.

#### AGREEMENT

1

THIS AGREEMENT made in quadruplicate this \_\_th day of \_\_\_\_\_, 2018

Between:

#### Sarnia Police Services Board (hereinafter called "the Board")

and

Sarnia Accident Support Services Ltd. (hereinafter called "the Operator")

WHEREAS the Board has approved the development of an agreement with the Operator for the provision of the services to the Sarnia Police Service (the "Service") at the Sarnia Collision Reporting Centre (the "Centre") at no cost to the Board or the Service, for the purpose of the Service's participation in the Centre;

AND WHEREAS the Board/Service is the occupier of the building and property situated at 555 Christina Street N. Sarnia ON (the "Property") and the Board is prepared to authorize the Operator to use a portion of the buildings and property for the purpose of the Centre and for the purposes of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein, the parties hereby agree as follows:

#### A. PARTICIPATION IN THE CENTRE

- 1. The Operator shall occupy the space within the property, ("the Space"), for the purpose of providing insurance services for the operation of the Centre as a reporting centre for a 12 month Pilot Project (the "Pilot Term") commencing \_\_\_\_\_\_ up to and including \_\_\_\_\_\_ The occupancy of the Space as provided for herein shall be by way of a licence only and specifically shall not amount to a lease or any other estate interest or manner of right.
- 2. The Operator shall cooperate fully with the Service and its police officers in the discharge of their motor vehicle accident investigation and reporting mandate pursuant to the *Highway Traffic Act*.
- 3. Upon the completion of a mutually agreed upon successful Pilot, the Board may, in their sole discretion, extend this agreement by a 5

year term (the "Second Term") to \_\_\_\_\_\_ by giving 2 months written notice to the Operator prior to the end of the Pilot Term.

- 4. Upon completion of the Second Term, the Board may, in its sole discretion, extend the term of this agreement for an additional 5 year term (the "Third Term") to \_\_\_\_\_\_\_ on giving 6 months written notice to the Operator prior to the end of the Second Term.
- 5. Upon completion of the Third Term, the Board may, in its sole discretion, extend the term of this agreement for an additional 5 year term (the "Fourth Term") to \_\_\_\_\_\_ on giving 6 months written notice to the Operator prior to the end of the Second Term.
- 6. The Board and the Service agree to provide exclusively to the Operator, in printed form (or in any other form that the Board, the Service and the Operator all agree to), all information relevant to the Operator's lawful activities relating to motor vehicle accident related occurrences occurring within the jurisdiction of the Board and the Service. Such exclusivity shall not in any way restrict the provision of information to any other government department or law enforcement agency for their use.

# B. GENERAL OBLIGATION OF THE OPERATOR REGARDING THE CENTRE

- 1. During the term of this Agreement (including any extensions thereto), the Operator shall:
  - a. provide all the equipment and staff necessary to provide insurance services to customers at no cost to the Board or the Service;
  - b. pay all taxes, including any Harmonized Sales Tax and/or Commercial Concentration Tax if applicable, rates, duties, levies, assessments and impositions whatsoever, whether municipal, Parliamentary or otherwise levied, charged or assessed upon the Centre;
  - c. pay all applicable business taxes, if any, in respect of the business carried on by the Operator at the Centre;
  - d. comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Centre;

- e. ensure that the Centre is fully functional 10:00 a.m. to 6:00 p.m. Monday through Friday, and that the determination of further days and times of operation be the discretion of the Operator.
- f. ensure that employees of the Operator do not enter the Service's area without the express permission of a member of the Service;
- g. ensure that employees of the Operator, while on duty at the Centre, wear a uniform of a style to be approved by the Service, or an identification tag that indicates the name of the employee and the name of the Operator;
- ensure that employees of the Operator act in a courteous and professional manner and maintain a neat and tidy appearance when providing services at the Centre;
- i. ensure that all interior and exterior signage installed or in use at the Centre is approved by the Service prior to installation or use; and
- j. pay to Sarnia Police Service the amount of \$1,500.00 annually with an annual increase based on the C.P.I. (Consumer Price Index) as the Operators' share of costs of general maintenance and utilities.

#### C. OBLIGATION OF OPERATOR REGARDING COLLISION REPORTING SERVICES

- 1. During the term of this Agreement, the Operator shall:
  - a) provide only those services at the Centre for which it contracts with an insurance company and information processing services, and shall not allow any other services to be provided on the premises of the Centre;
  - b) only offer or make available to a customer of the Centre the names of companies, groups or individuals that are recommended by the insurance company of the customer, provided that the Operator is not prohibited from contacting, on behalf of the customer, companies, groups or individuals that are recommended by such insurance company;
  - c) respect the right of the customers of the Centre to choose to avail or not avail themselves of any or all of the services of the Operator

provided on behalf of an insurance company and shall not, at any time, use unlawful or misleading information or tactics or pressure a customer, in order to convince the customer to use any of the offered services;

- d) post signage, the content and location which shall be approved by the Service, advising customers of the Centre of their right of choice regarding services offered by the Operator on behalf of an insurance company and the independence of the services provided from that of the Service;
- e) be permitted to offer advice and assistance to a customer of the Centre respecting matters arising from the incident being reported, but shall provide such advice and assistance only in accordance with the policy requirements of the insurance company of the customer and any other legal restrictions or requirements;
- f) not permit the display of advertising for any commercial vendors at the Centre, which shall not be construed to restrict the availability of materials provided by the Government or the insurance industry or the advertising of the services provided by the Operator on behalf of insurance companies;
- g) not permit commercial vendors to operate at the Centre, which shall not be construed to restrict the representation of an insurance company at the Centre or the provision of services which an insurance company has purchased, and nothing in this Agreement shall be construed to prevent an insurance company from recommending the use of specific vendors which have been approved by the insurance company;
- h) ensure that the operating name of the Operator shall not be a name that is likely to lead a person to reasonably believe the Operator is an agency of the Board or the Service;
- report, in writing, monthly during the Pilot period and quarterly thereafter, to the Service on the activity of the Centre during the preceding reporting period, which report shall include, but not to be limited to, information respecting the number of persons which have used the services of the Centre, the range and type of services offered by the Centre, the number and type of complaints received about service at the Centre and any action taken in response to such complaints;

- j) notify the Service in writing of any oral or written complaints received from members of the public and customers of the Centre, about the operation or services of the Centre within seventy-two hours of receipt of the complaint, each such notice to be accompanied by a copy of any materials submitted by the complainant;
- k) attempt, in good faith, to resolve the matter giving rise to the complaint in accordance with any procedure for complaint resolution established by the Service or the Board; and resolve the matter giving rise to the complaint to the satisfaction of the Service; and
- I) use any information, reports, data or material supplied by the Service or the Board only in accordance with any restrictions imposed from time-to-time by either or both of them on such use, and in accordance with any applicable legislation.

#### D. CONFLICT OF INTEREST OBLIGATIONS OF OPERATOR

- 1. During the term of this Agreement, the Operator shall not:
  - a) operate or have any direct or indirect interest in or control over any automobile body repair shop or automobile rental facility and shall ensure that no director, officer or employee of the Operator or any of its affiliated companies operates or has any direct or indirect interest in or control over any automobile body repair shop or automobile rental facility;
  - b) employ, or be wholly or partly owned by, an officer or employee of a police service, the Board, or any other municipal or provincial officer or employee, an officer or employee of an insurance company or an officer or employee of an automobile body repair shop or automobile rental facility; and
  - c) replace any officers or directors of the Operator, or add any additional officers or directors, without the prior written permission of the Board.

#### E. INDEMNIFICATION AND INSURANCE

1. The Operator shall at all times indemnify and save harmless the Board, and the Service, and all their officers, employees, agents and representatives of and from any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, made

or brought against, suffered by or imposed, on either or both of them in respect of any loss, damage or injury (including fatal injury) to any person or property directly or indirectly arising out of, resulting from or sustained as a result of the Operator's occupation or use of, or any operation in connection with, the Centre or any fixtures or chattels thereon.

- 2. The Board and the Service shall at all times indemnify and save harmless the Operator and all its officers, employees, agents and representatives of and from any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, made or brought against, suffered by or imposed on it in respect of any loss, damage or injury (including fatal injury) to any person or property directly or indirectly arising out of, resulting from or sustained as a result of the Service's occupation or use of the Centre.
- 3. The indemnification obligations set out in Sections 1. and 2. hereof shall not arise with respect to any losses sustained by the parties in respect to the property owned by each party or for which each party is legally liable.
- 4. The Operator and the Board shall each separately, and only as respects its occupancy, use and operations upon the Centre, affect, maintain and keep in good standing during the term of this Agreement or any extension or renewal thereof, the following insurance coverage:
  - (a) All Risk Property insurance for property of every description owned by it or to which it is legally liable, for the full replacement cost thereof. Each policy shall contain a waiver of subrogation rights against the Operator, the Board and the Service, respectively;
  - (b) Comprehensive general liability insurance including personal injury, property damage including loss of use thereof, broad blanket contractual liability, provisions for cross-liability and severability of interests with a limit of not less than \$2,000,000.00 per occurrence. Such policy shall be endorsed to show the Operator or the Board, as an additional insured, as applicable, and shall provide for 30 days' prior written notice by registered mail to such additional insured of any cancellation or material change that restricts or reduces the coverage;
  - (c) Such other insurance, coverage or policy limits as may be required by the Operator or the Board, acting reasonably.
- 5. The Operator will provide the Board with its Number assigned by the Workplace Safety and Insurance Board (WSIB).

6. The Operator and the Board shall each deliver to the other evidence of its insurance, in form and content satisfactory to both parties, prior to the commencement of this Agreement and upon request of the Operator or the Board thereafter.

#### F. NOTICE

- 1. Any notice pursuant to any of the provisions of this agreement shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:
  - (a) in the case of notice to the Board, to:

Chief of Police

(b) in the case of the Operator, to:

Mr. Steve Sanderson Sarnia Accident Support Services Ltd. 111 Toryork Drive Toronto, Ontario M9L 1X9

or to such other address as either party may notify the other of, and in the case of mailing as aforesaid such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling/delivery thereof, on the seventh business day next following the date of mailing.

2. Where either party to the Agreement has notified the other in writing of a change of address for the purposes of subparagraphs above, the address set out in the latest such notice of change of address, shall replace and supersede any prior address of the notifying party for such purposes.

#### G. LEGAL COSTS

1. The Operator shall pay to the Board all the Board's legal costs of all actions or other proceedings in which the Board participates in connection with, or arising out of the failure of the Operator to comply with its obligations under the Agreement.

2. The Board shall pay to the Operator all the Operator's legal costs of all actions or other proceedings in which the Operator participates in connection with, or arising out of the failure of the Board to comply with its obligations under the Agreement.

#### H. TERMINATION

- 1. The Board may terminate this Agreement following three months' written notice to the Operator in the event that:
  - a) legal requirements, in the Board's sole opinion, prohibit the Service from continuing its participation in the Centre; or
  - b) the Operator makes an assignment for the benefit of creditors, or becomes insolvent or commits an act of bankruptcy as defined by the Bankruptcy Act, or if the Operator is subject to voluntary or compulsory liquidation or winding-up, or if the Centre becomes abandoned.
- 2. The Board may terminate this Agreement following 30 days' written notice to the Operator from the Chief of Police that the Operator has breached any of the provisions of this Agreement; provided however, that the Operator shall have the opportunity to correct the situation giving rise to the breach to the satisfaction of the Chief of Police within the 30 day notice period.
- 3. Either party may terminate this Agreement on 6 months' written notice to the other party, during which time the Operator shall continue to be permitted to occupy and utilize the Centre in accordance with the terms and conditions of this Agreement, provided however that the Board shall not terminate the Agreement under this subparagraph:
  - a) for the sole purpose of entering into an arrangement or agreement with another person to operate a reporting centre; and/or
  - b) for the sole purpose of entering into an arrangement or agreement with another person to sell information to third parties; and/or
  - c) to operate an information vending service; and/or

d) to operate a business which uses the information contained in the accident reporting computing records and produces reports which can be sold to third parties.

#### I. WAIVER AND REMEDIES

- No action or failure to act shall constitute a waiver of any right afforded to any Party under this Agreement, and any such action or failure to act shall not constitute an approval of or acquiescence in any breach thereunder, or affect the Party's remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance, except as may be specifically agreed in writing.
- 2. No waiver shall be inferred from or implied by anything done or omitted to be done.
- 3. Any written waiver shall have effect only in accordance with its express terms.
- 4. All rights and remedies under this Agreement shall be cumulative and not alternative.

#### J. ENTIRE AGREEMENT AND SUCCESSORS

- 1. The Parties acknowledge that there are no covenants, representations, warranties, agreements or conditions express or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement which constitutes the entire Agreement between the Parties.
- 2. The provisions of this Agreement shall be binding upon, and enure to the benefit of the Parties hereto and their respective successors and assigns.
- 3. Neither this Agreement nor any part thereof shall be assigned by the Operator without the prior consent in writing of the Board, which consent may be arbitrary and unreasonably withheld. In the event that the Operator is a corporation, any transfer of encumbrance of 10% or more of the issued capital of the corporation or the issuance of capital stock which amounts to 10% of the issued capital shall be deemed to be an assignment which requires the consent of the Board.

# K. SEVERABILITY

1. The invalidity or unenforceability of any provision or part of any provision of this Agreement or any covenant shall not affect the validity or enforceability of any other provision or part of any provision and any such invalid provision or part thereto, or covenant shall be deemed to be severable.

## L. APPLICABLE LAW

1. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.

# M. OVERALL PERFORMANCE

1. The Operator will supply to the Chief of Police, on an annual review basis and in addition to any other reporting requirements provided for in this Agreement, statistical data and information regarding the Collision Reporting Centre.

## SIGNATORIES

IN WITNESS THEREOF the parties hereto have executed this Agreement.

Sarnia Police Services Board Per: Mike Bradley

Chair

V. 6

Date

Sarnia Accident Support Services Ltd. Per:

Steven A. Sanderson President I have the Authority to bind the corporation.

Date

## SCHEDULE "A"

Collision Reporting Centre Space Allocation

Office Area: sq. meters

Public Reporting Area: sq. meters

Total Space Allocation: sq. meters

The Operator shall supply detailed space design/construction drawings to the Board prior to any space design/construction beginning for the Board to review and approve in writing, which approval shall not be unreasonably withheld.

11

Ministry of Community Safety and Correctional Services

Public Safety Division External Relations Branch

25 Grosvenor St. 12<sup>th</sup> Floor Toronto ON M7A 2H3 Tel.: 416 314-3010 Fax: 416 314-3092

November 2, 2018

His Worship Mike Bradley Chair Sarnia Police Services Board 555 N Christina St, PO Box 2776 Sarnia ON N7T 7W1

Dear Mayor Bradley:

#### Re: Reduce Impaired Driving Everywhere (R.I.D.E.) Allocation for 2018/2019

I am pleased to inform you that **Sarnia Police Services Board** has been granted an allocation of **\$24,207.00** for the fiscal year 2018/2019 under the R.I.D.E. Grant Program. This grant is intended to enhance the regular R.I.D.E. program currently being conducted by the Sarnia Police Service to offset the costs for sworn officers' overtime and paid duty.

Attached is a copy of the contractual agreement for the R.I.D.E. Grant Program, covering the period from April 1, 2018 and ending March 31, 2019.

Execution of this agreement is a precondition for the reimbursement of claims you will make under your R.I.D.E. Grant Program and binds you to specific requirements as referred to in Article 7 and stipulated in **Schedule D** (Budget, Payment Plan and Reporting).

Please have the authorized signatory for the grantee sign and date the enclosed contractual agreement, where noted, and return <u>two</u> signed copies along with **proof of your general liability insurance (\$5 million)**, including the Indemnified Parties as additional insureds, as per Article 10 of the agreement, by <u>December 3, 2018</u>, to:

Ms. Yoko Iwasaki Community Safety Analyst Program Development Section, External Relations Branch Public Safety Division Ministry of Community Safety and Correctional Services 12th Floor, 25 Grosvenor Street Toronto ON M7A 2H3

.../2

#### Ministère de la Sécurité communautaire et des Services correctionnels

Division de la sécurité publique Direction des relations extérieures





Mayor Mike Bradley Page Two

Your copy of the fully executed contract will be returned to you as soon as possible.

Regrettably, impaired driving is one of the leading causes of criminal death and injury in our society. The R.I.D.E. program continues to be an effective deterrent against drinking and driving and remains an important program to educate the public.

Thank you for your support and participation in this valuable initiative.

Sincerely,

h

Oscar Mosquera Manager Program Development Section External Relations Branch

Enclosure

c: Sarnia Police Service

#### SARNIA POLICE SERVICE People Serving People

#### DEPARTMENT CORRESPONDENCE

DATE:	November 29, 2018
то:	Norman Hansen, Chief of Police
FROM:	Cathy Dam, Director of Financial Services
SUBJECT:	October 31 Budget Status Report

#### **RECOMMENDATION:**

This report is for information only.

#### **COMMENTS:**

The 2018 Operating Budget includes a projection to December 31, 2018 based on actual results to October 31. The projection indicates an overall net savings of \$85,000. 2018 revenues are anticipated to be lower than budgeted due to uncertainty about the status of provincial grants. The offset to this is lower than projected 2018 expenditures driven primarily by savings due to long term sick leaves.

#### FINANCIAL IMPLICATIONS:

According to City Reserves Policy, any yearend savings or shortfall will flow through to the Police Operating Contingency Reserve.

Prepared by:

Cathy Dam Director, Financial Services

cc. Lisa Armstrong, Director of Finance, City of Sarnia

# SARNIA POLICE SERVICE 2018 BUDGET PROJECTION BASED ON RESULTS TO OCTOBER 31

Account No.	Account	Budget	Actuals	Projection	Variance
REVENUES					
<b>GENERAL REVENU</b>	ES				
05-4-2600-00403	AAMJIWNAANG FIRST NATIONS	(116,000)	(117,000)	(117,000)	1,000
05-4-2600-00404	POLICE CRUISER ESCORT SERVICE	(30,000)	(32,058)	(42,284)	12,284
05-4-2600-00405	IDENTIFICATION BRANCH SERVICES	(8,000)	(3,742)	(3,742)	(4,258)
05-4-2600-00407	LICENCES - BUSINESS (TAXI/CLEARANCES)	(115,000)	(107,960)	(115,378)	378
05-4-2600-00805	FEDERAL CROWN RECOVERIES	0	(2,282)	(2,282)	2,282
05-4-2600-00901	OTHER FEES & SERVICES	(55,000)	(18,251)	(21,051)	(33,949)
05-4-2600-00925	ADMINISTRATION FEES - SPECIAL DUTIES	(50,000)	(26,297)	(34,572)	(15,428)
05-4-2600-00930	COSTS RECOVERED	(8,000)	(5,717)	(5,717)	(2,283)
05-4-2630-00941	SALE - STOLEN & ABANDONED PROPERTY	(6,000)	(5,550)	(5,550)	(450)
		(388,000)	(318,857)	(347,576)	(40,424)
GRANTS					
05-4-2600-00400	COUNTY GRANT - POLICE GRANT	(374,653)	(374,653)	(374,653)	0
05-4-2600-00401	COUNTY CONT - COURT SECURITY	(878,000)	(454,009)	(878,000)	0
05-4-2600-00750	PROVINCIAL SUBSIDY - COURT SECURITY	(49,289)	(57,505)	(57,505)	8,216
05-4-2600-00750	PROVINCIAL SUBSIDY - HUMAN TRAFFICKING	0	(35,386)	(35,386)	35,386
05-4-2600-00753	COMMUNITY POLICING PARTNERSHIP GRANT	(150,000)	0	0	(150,000)
05-4-2625-00755	PROVINCIAL GRANT - RIDE GRANT	(24,365)	(24,493)	(24,493)	128
05-4-2625-00766	PROVINCIAL GRANT - PROV STRAT	0	(11,924)	(11,924)	11,924
		(1,476,307)	(957,970)	(1,381,961)	(94,346)
911/COMMUNICA	TIONS CENTRE				
05-4-2610-00402	REVENUE - PT EDWARD FIRE DISPATCH	(11,050)	(11,050)	(11,050)	0
05-4-2610-00929	REVENUE - PT EDWARD 911 DISPATCH	(2,978)	(2,978)	(2,978)	0
05-4-2610-00939	REVENUE - SARNIA FIRE DISPATCH	(442,000)	(442,000)	(442,000)	0
		(456,028)	(456,028)	(456,028)	0
TOTAL REVE	NITIES .	(2,320,335)	(1,732,855)	(2,185,565)	(134,770)
	INOES .	(2,520,555)	(1,752,055)	(2,103,303)	(134,770)
EXPENDITU					
UNIFORM					
05-5-2600-01000	SALADIES	12 022 175	0 208 600	11 522 005	400.270
05-5-2600-01025	SALARIES OVERTIME	12,023,175 540,000	9,398,699 533,358	11,523,905 738,198	499,270 (198,198)
05-5-2600-01025	SPECIALIST PAY	540,000 6,300	555,556	6,300	(198,198) 0
05-5-2600-01090	COURT TIME	166,900	82,302	120,424	46,476
05-5-2600-01090	STAND BY PAY	75,000	82,302 57,667	70,839	40,470
05-5-2600-01100	ACTING RANKS	40,000		62,793	(22,793)
05-5-2600-01105	SPECIAL DUTIES	40,000	51,290 13,117	02,795	(22,793)
05-5-2600-01105	VACATION PAY	2,000	58,035	58,035	(56,035)
05-5-2600-01115	STAT HOLIDAY PAY	171,000	67,603	134,928	36,072
05-5-2600-01125	SHIFT DIFFERENTIAL	23,000	15,416	19,216	3,784
05-5-2600-01299	TOTAL BENEFITS	4,008,716	3,358,980	3,870,525	138,191
		-,000,710	5,550,500	0,070,020	

Account No.	Account	Budget	Actuals	Projection	Variance
05-5-2600-01253	CAR ALLOWANCE	2,400	1,821	2,421	(21)
05-5-2600-01254	CLOTHING ALLOWANCE	25,400	27,686	28,686	(3,286)
05-5-2600-01255	UNIFORM EQUIPMENT		0	0	0
05-5-2600-01258	DRY CLEANING ALLOWANCE	17,100	0	17,100	0
05-5-2600-02301	MEMBERSHIPS / SUBSCRIPTIONS	8,298	9,114	11,114	(2,816)
05-5-2600-02310	CONFERENCES/SEMINARS	26,840	27,693	32,693	(5,853)
05-5-2600-02311	EDUCATION AND TRAINING	120,235	121,293	131,293	(11,058)
05-5-2600-02360	CLOTHING & UNIFORMS	60,856	67,141	71,141	(10,285)
05-5-2600-02388	OVERTIME MEALS	10,000	7,493	9,993	7
05-5-2600-02396	PERSONNEL EQUIPMENT	15,700	14,110	16,610	(910)
05-5-2600-05000	SUNDRY	1,500	658	1,158	342
05-5-2600-05126	MEDICAL EXAMINATIONS	10,000	16,915	17,915	(7,915)
05-5-2600-05128	EMPLOYEE ASSISTANCE PROGRAM	10,000	3,724	5,224	4,776
05-5-2600-05130	OCCUPATIONAL HEALTH & WELLNESS	22,000	1,317	16,317	5,683
		17,386,420	13,935,432	16,966,828	419,592
05-5-2605-01000	SALARIES	590,619	434,971	534,904	55,715
05-5-2605-01025	OVERTIME	14,600	15,136	19,085	(4,485)
05-5-2605-01110		7,855	3,728	10,328	(2,473)
05-5-2605-01115	STAT TIME		10,124	16,474	(16,474)
05-5-2605-01120		3,000	1,700	1,700	1,300
05-5-2605-01299	TOTAL BENEFITS	173,361	119,409	137,539	35,822
05-5-2605-02388	OVERTIME MEALS	50	79	79	(29)
		789,485	585,147	720,109	69,376
COMMUNICATION	S CENTRE				
05-5-2610-01000	SALARIES	1,522,461	1,153,729	1,421,077	101,384
05-5-2610-01025	OVERTIME	20,000	104,586	129,767	(109,767)
05-5-2610-01040	TRAINING PAY	1,200	3,435	3,435	(2,235)
05-5-2610-01090	COURT TIME	_,	277	277	(277)
05-5-2610-01110	VAC PAY	15,665	880	15,880	(215)
05-5-2610-01115	STAT PAY	17,125	34,772	45,572	(28,447)
05-5-2610-01120	SERVICE PAY	7,000	5,350	5,350	1,650
05-5-2610-01125	SHIFT DIFF	5,000	3,717	4,572	428
05-5-2610-01299	TOTAL BENEFITS	449,959	328,621	380,717	69,242
05-5-2610-02104	TELECOMMUNICATIONS	63,200	48,644	63,644	(444)
05-5-2610-02222	RADIO LICENCE	7,000	6,977	6,977	23
05-5-2610-02388	OVERTIME MEALS	1,000	935	1,035	(35)
05-5-2610-02410	EQUIP MAINT	76,669	60,857	79,905	(3,236)
05-5-2610-05505	CENTRAL DISPATCH-EQUIPMENT	5,870	10,484	10,484	(4,614)
		2,192,149	1,763,264	2,168,692	23,457
		2,252,245	2,700,204	2,200,002	20,407
CIVILIAN					
05-5-2615-01000	SALARIES	1,903,831	1,583,695	1,957,746	(53,915)
05-5-2615-01025	OVERTIME	10,000	20,514	24,551	(14,551)
05-5-2615-01040	TRAINING PAY	600	2,008	2,008	(1,408)
05-5-2615-01110	VACATION PAY	4,735	1,566	6,266	(1,531)
05-5-2615-01115	STAT HOLIDAY PAY	4,800	11,958	18,958	(14,158)
05-5-2615-01120	SERVICE PAY	11,000	9,050	9,050	1,950
05-5-2615-01125	SHIFT DIFFERENTIAL	2,600	1,667	1,973	627
		/			

Account No.	Account	Budget	Actuals	Projection	Variance
05-5-2615-01299	TOTAL BENEFITS	629,749	514,231	591,569	38,180
05-5-2615-01253	CAR ALLOWANCE	600	455	605	(5)
		2,567,915	2,145,144	2,612,726	(44,811)
STATION AND FLEE					
05-5-2620-01000	SALARIES	203,769	170,353	217,260	(13,491)
05-5-2620-01025	OVERTIME	375	189	189	186
05-5-2620-01110	VACATION PAY	3,055	1,931	5,040	(1,985)
05-5-2620-01115	STAT PAY	910	3,850	4,330	(3,420)
05-5-2620-01120	SERVICE PAY	1,000	950	950	50
05-5-2620-01299	TOTAL BENEFITS	61,761	48,695	56,946	4,815
05-5-2625-02101	HEATING FUEL	28,500	27,045	31,045	(2,545)
05-5-2625-02102	ELECTRICITY	130,000	125,555	155,555	(25,555)
05-5-2625-02103	WATER	11,000	10,437	12,437	(1,437)
05-5-2625-02104	TELECOMMUNICATIONS	148,560	167,080	197,080	(48,520)
05-5-2625-02220	VEHICLE EXPENSE/GASOLINE	194,820	188,932	216,032	(21,212)
05-5-2625-02224	VEHICLE RENTALS	1,000	0	500	500
05-5-2625-02300	OFFICE SUPPLIES	53,650	42,226	54,226	(576)
05-5-2625-02303	POSTAGE	15,000	7,514	12,514	2,486
05-5-2625-02320	JANITORIAL SUPPLIES/CLEANING	12,500	13,673	15,673	(3,173)
05-5-2625-02384	RADIO	11,650	2,721	7,721	3,929
05-5-2625-02386	MEALS FOR PRISONERS	3,000	3,113	4,613	(1,613)
05-5-2625-02400	SERVICE CONTRACTS	74,720	66,814	75,814	(1,094)
05-5-2625-02405	IT EQUIPMENT / MAINTENANCE	348,332	215,438	385,438	(37,106)
05-5-2625-02420	BUILDING MAINTENANCE	114,340	146,688	206,688	(92,348)
05-5-2625-02435	GROUND MAINTENANCE	31,000	38,794	58,794	(27,794)
05-5-2625-02440	VEHICLE MAINTENANCE	130,000	126,131	161,131	(31,131)
05-5-2625-04005	INSURANCE	237,830	236,616	236,616	1,214
05-5-2625-05000	SUNDRY	1,500	460	460	1,040
05-5-2625-05500	REPLACEMENT EQUIPMENT	2,000	2,015	10,015	(8,015)
05-5-2625-05505	NEW EQUIPMENT	10,000	5,325	5,325	4,675
		1,830,272	1,652,545	2,132,392	(302,120)
PROGRAM SUPPLIE	S				
05-5-2625-02006	IDENTIFICATION BRANCH	7,650	9,006	9,006	(1,356)
05-5-2625-03101	INVESTIGATIVE SERVICES	21,580	4,003	4,003	17,577
05-5-2625-03102	COMMUNITY POLICING/COPPS	5,000	1,699	1,699	3,301
05-5-2625-03103	INTELLIGENCE	13,000	9,359	9,359	3,641
05-5-2625-03104	CONTAINMENT TEAM	75,600	38,889	73,889	1,711
05-5-2625-03105	COURT SECURITY	500	16	16	484
05-5-2625-03106	TRAFFIC	11,450	1,756	5,556	5,894
05-5-2625-03107	MEDIA RELATIONS	5,400	0	0	5,400
05-5-2625-03108	FIREARMS/RANGE	67,125	32,989	57,989	9,136
05-5-2625-03109	VICE/MORALITY	1,500	1,811	1,811	(311)
05-5-2625-03110	UNIFORM DIVISION	6,000	6,836	11,836	(5,836)
05-5-2625-03111	BIKE PATROL	3,050	1,371	1,371	1,679
05-5-2625-03112	CRISIS NEGOTIATORS	1,000	299	299	701
05-5-2625-03113	ELECTRONIC CRIME	25,575	22,959	22,959	2,616
05-5-2625-43005	PROVINCIAL STRATEGY (CHILD)	0	13,516	15,516	(15,516)
	· · ·	244,430	144,509	215,309	29,121

Account No.	Account	Budget	Actuals	Projection	Variance
<b>RESERVES AND ALL</b>	OCATIONS				
05-5-2610-06640	EQUIPMENT RESERVE - 911	20,000	20,000	20,000	0
05-5-2625-06225	CRUISER PURCHASING	250,000	250,000	250,000	0
05-5-2625-06650	CONTRIBUTION TO HR SPECIALIST	43,000	43,000	43,000	0
05-5-2625-06100	CONTRIBUTION TO RESERVES - BUILDING	75,900	75,900	75,900	0
05-5-2625-06100	CONTRIBUTION TO RESERVES - MAJOR CRIME	15,000	15,000	15,000	0
05-5-2625-06910	CONTRIBUTION CRIME STOPPERS	17,000	17,000	17,000	0
		420,900	420,900	420,900	0
POLICE SERVICE BO					
05-5-2630-02301	MEMBERSHIP, MUNICIPAL POLICE AUTHORITY	4,100	4,225	4,225	(125)
05-5-2630-02305	AWARDS FOR RETIRING MEMBERS	8,000	8,899	9,399	(1,399)
05-5-2630-02312	CONFERENCES & SEMINARS	2,500	0	2,500	0
05-5-2630-03100	AWARDS OUTSTANDING SERVICE	2,500	0	2,500	0
05-5-2630-04001	LEGAL FEES	40,000	757	10,757	29,243
05-5-2630-05000	SUNDRY	2,500	4,335	5,335	(2,835)
05-5-2630-05150	BUSINESS PLAN		0	0	0
		59,600	18,216	34,716	24,884
TOTAL EXPE	NDITURES	25,491,171	20,665,157	25,271,672	219,499
NET BUDGE	Г	23,170,836	18,932,303	23,086,108	84,728

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#### SARNIA POLICE SERVICE People Serving People

#### **DEPARTMENT CORRESPONDENCE**

DATE:	November 29, 2018
то:	Norman Hansen, Chief of Police
FROM:	Cathy Dam, Director of Financial Services
SUBJECT:	New Backup Server for Business Continuity and Disaster Recovery

#### **RECOMMENDATION:**

It is recommended that the Sarnia Police Services Board approve the purchase of a new backup server in the amount of \$63,070 including the cost of non-rebatable HST funded from the Operating Budget.

#### BACKGROUND

Real-time data backup to an offsite server is required in order to guarantee security of data on all critical servers. Police Information Technology systems have been gradually built up over the years as back up servers and extra data storage has been added. The primary function of this particular equipment is to allow for business continuity in the case of failure of the primary servers.

#### COMMENTS

This is an integral part of IT infrastructure that provides business continuity and disaster recovery.

#### FINANCIAL IMPLICATIONS:

Dell Canada is a pre-approved vendor of Information Technology equipment under an arrangement with the City of Sarnia. The cost of the backup server and the related network infrastructure is \$63,070, which is over the \$25,000 minimum requiring Board approval. The cost of the server was included as part of the 2018 Operating Budget in the 2625-02405 IT Equipment/Maintenance budget line.

#### **CONSULTATION:**

Consultation has taken place with Dan Cyr, Systems Manager.

Prepared by:

Cathy Dam Director, Financial Services

## SARNIA POLICE SERVICE People Serving People

#### DEPARTMENT CORRESPONDENCE

DATE:	November 29, 2018
то:	Norman Hansen, Chief of Police
FROM:	Cathy Dam, Director of Financial Services
SUBJECT:	Proposal RFP18-235 for Radio Communications Towers

#### **RECOMMENDATION:**

It is recommended that the Sarnia Police Services Board accept the proposal submitted by Spectrum Communications in the amount of \$609,628 including non-rebatable HST (\$599,084 excluding taxes) for the supply and construction of Radio Communications Towers.

#### **BACKGROUND:**

The supply and construction of radio communications towers is one of several components of the Police Radio Communications Upgrade project, the others being:

- Mobile Radios/Portable Radios New mobile radios and portable radios will replace the current fleet of radios approaching the end of manufacturer support;
- Dispatch Consoles Four new consoles will replace current dispatch consoles which are moving toward end of manufacturer support;
- Radio Receivers and Transmitters Transmitters and receivers at seven sites will replace a smaller current inventory of equipment nearing end of life. An increase in the number of transmitter and receiver sites will improve portable radio operation throughout the populated areas of the city. The new system will be expandable should the need for this be identified in the future;
- Wireless Backhaul System A new wireless backhaul (microwave system) will be responsible to transmit voice traffic from the various transmitter/receiver sites to the police radio network. These point to point wireless links are an ideal replacement to leased copper lines currently in place;
- Backup 911/Dispatch Centre enhancement Two new consoles at the 911 Backup site will provide an alternative should the main dispatch centre be unavailable for any reason;
- Project Consultation, Engineering, and Design

The City of Sarnia's tower infrastructure will be improved to accommodate new and replacement transmitters and receivers and the new wireless backhaul equipment. Three existing city communications towers will be replaced with higher and more robust towers

capable of supporting the new equipment. Tower design and location was carried out after thorough consultation with other City users and also with consideration to accommodating current City of Sarnia plans for a Wide Area Network.

Outside of this tower award, there are also pending agreements for the lease of three other tower sites from third parties, one of which will involve the construction of an additional tower to be tendered separately.

The award for the actual radio system (consoles, portable and mobile radios, 911/Backup equipment, and wireless backhaul system) will be presented for approval at the next Board meeting as funding is included in the 2019 Capital Budget for approval by City Council in early 2019.

#### COMMENTS:

Closing on August 24, 2018, the submissions were received electronically and processed by the City Purchasing team, PALIDOR, and other Police department representatives.

The final evaluations have been completed by the evaluation team and the financial portion calculated as per RFP requirements as follows:

Proponent	Technical Score	Financial Score	Total	Financial Cost (including Non-rebatable HST)
Spectrum Communications	454	400	854	\$609,628
Westower Communications	480	296	776	\$824,256
Rigarus	484	159	643	\$1,028,285
Experteers	362.50	n/a	n/a	

Acceptable submissions are summarized as follows:

Proponent	Cost Excluding Taxes	Cost including Non-rebatable HST
Spectrum Communications	\$599,084	\$609,628
Westower Communications	\$810,000	\$824,256
Rigarus	\$1,010,500	\$1,028,285

The anticipated change in construction costs is 15% based on undetermined geotechnical analysis of all tower sites as of yet.

The Spectrum proposal is considered acceptable subject to the following provisions:

• Spectrum will need to update the designs of the towers and foundations that were proposed in the original Spectrum proposal, including related prices (*Note: This step is required regardless of the selected vendor*);

- Sarnia Police Service engage the services of an independent qualified tower structural engineer to review and critique the tower and foundation designs supplied by Spectrum, in accordance with the relevant CSA standards and site-specific wind conditions;
- Concerns identified by the SPS structural engineer are to be resolved by Spectrum to the satisfaction of the structural engineer;

#### **CONSULTATION:**

The following individuals and groups were consulted in the development of this project:

- Fred Palidor and Stuart Palidor, Palidor Radio Communications Consultants (PALIDOR);
- Shawn Unsworth, Purchasing Manager, City of Sarnia;
- Mark Dillon, Corporate Manager, IT, City of Sarnia;

#### FINANCIAL IMPLICATIONS:

The total cost of the selected vendor is \$609,628, which will be funded from the Radio Communications System Upgrade Project. Approved 2017 and 2018 funding for the project to date is \$1.65 million of which approximately \$300,000 has been expended on consulting and engineering costs.

It should be noted that some tower design elements in the tender documents are preliminary. Given the high potential for the variation of the actual tower design resulting from the absence of geotechnical analysis and the possibility of other unknowns encountered in the field, final design may vary and additional elements may require inclusion as change work orders during the project. Actual tower design could vary depending on existing geotechnical conditions. This would result in the final payment on this contract being higher than the awarded amount. Such variances will remain within the approved capital project funding; Variances beyond the tolerance set out in the Procurement Policy will require notification of the next level of authority. Any remaining funds will be carried over to future capital projects.

Prepared by:

Cathy Dam Director, Financial Services

cc. Lisa Armstrong, Director of Finance, City of Sarnia D. Chief O. Lockhart

Attachment(s): RFP 18-135 for Radio Communications Towers - Evaluation of Vendor Proposals & Recommendations



Radio Communications Consultants Ltd.

INDEPENDENT WIRELESS VOICE & DATA COMMUNICATIONS SYSTEM DESIGN & CONSULTING

# Sarnia Police Service RFP18-135 for Radio Communications Towers Evaluation of Vendor Proposals & Recommendations

Revision History					
Issue	Issue Date	Reason for Revision			
1	November 19, 2018	Initial release			
2	November 21, 2018	AODA adjustments			

# 1.0 OVERVIEW

RFP 18-135 with detailed technical specifications for Sarnia Police Service Radio System Towers was published on the Bids and Tenders website on July 12, 2018 for the solicitation of proposals from Vendors registered on the website.

The closing date for the receipt of proposals was August 24, 2018.

A mandatory pre-proposal meeting including site surveys in Sarnia was conducted on July 24, 2018. All registered Vendors attended the pre-proposal meeting and site surveys.

5 proposals were received by the deadline from:

- Experteers Corporation (submitted a compliant proposal and supplementary proposals for 2 options);
- Rigarus Construction;
- Spectrum Communications;
- WesTower Communications;
- Wired World Communications.

#### 2.0 EVALUATION SUMMARY

### 2.1 Evaluation Process

Each proposal was reviewed in-depth for completeness of all required information, and for compliance with the RFP and Specifications.

<u>Note</u>: The Experteers alternative proposals for the monopole and tri-pole towers did not provide any structure or price advantages compared to the compliant lattice tower structures and therefore were eliminated from the final evaluation process.

A detailed list of missing information, requirements for clarifications, and questions about the proposed products and services was compiled for each proposal that was submitted by each Vendor.

All communications with the Vendors was via City of Sarnia Purchasing to ensure arms length business relationships between PALIDOR and all Vendors.

The responses from each Vendor were reviewed in-detail to ensure that the requested information and all details required to complete the evaluation were provided.

All Vendors except Wired World responded with the additional information that was requested. On October 2, 2018, Wired World responded with a request to withdraw its proposal because the key person was away and did not know when they could respond to the request for additional information.

A further follow up request for additional information was sent to Experteers, which Experteers answered in part.

A follow up request for additional information was sent to, and answered by Spectrum Communications. Subsequently, an additional request for further clarifications was sent to and answered by Spectrum.

The proposal and all responses to the questions and follow up requests for clarification were reviewed in detail again, to ensure that all information was available for a fair and equitable comparative evaluation of all proposals, and to determine if any alternatives should be considered as a result of the proposals

#### 2.2 Evaluation Results

A scoring sheet format (Template) was compiled by the City of Sarnia that included the following criteria:

- a) Proponent Qualifications and Stability with 2 sub criteria;
- b) Completeness of Proposal with 3 sub criteria;
- c) Product Information with 5 sub criteria;
- d) Health and Safety Program and Information;
- e) Post Sale Support and Maintenance with 3 sub criteria.

Summary - Tower Vendor Evaluations Recommendations\_Issue 2.docx

### 2.3 Vendor Technical Scores

Vendor	Total Points	Rank
Rigarus	484	1
Westower Communications	480	2
Spectrum Communications	454	3
Experteers	362.5	4
Wired World withdrew bid, but previously was unable to be properly evaluated and was eliminated from further evaluation because of non- responsiveness to follow up questions	n/a	n/a

#### 2.4 Pricing Summary

Summary of Vendor Pricing (Rounded to nearest dollar excluding taxes)

Vendor	Total	SPS Headquarters	Fire Station #2	Fire Station #5
Spectrum Communications	\$599,084	\$247,834	\$163,194	\$188,055
Westower Communications	\$810,000	\$299,500	\$258,500	\$252,000
Rigarus	\$1,010,500	\$549,500	\$215,500	\$245,500
Budget	\$445,000	\$275,000	Not budgeted	\$170,000

<u>Note</u>: The original plans and conceptual design was based on using the existing Fire Station 2 tower. It was determined during the detailed design work that the existing Fire Station 2 tower could not be certified to Canadian Standards Association (CSA 37) minimum structural load requirements, and is therefore considered unsuitable for the new radio system.

The requirements for a tower at Fire Station 2 were included in the RFP & Specifications after the capital budget had been established, which excluded a Tower at Fire Station 2.

### 2.5 Total Scores

Vendor	Technical Score	Financial Score	Total	
Spectrum Communications	454	400	854	
Westower Communications	480	296	776	
Rigarus	484	159	643	
Experteers	362.50	n/a	n/a	

### 3.0 CONCLUSIONS & RECOMMENDATIONS

#### 3.1 <u>WesTower Communications Evaluation Summary</u>

- 1. WesTower Communications is the 2nd highest price (and significantly higher than Spectrum).
- 2. WesTower has the greatest experience and largest number of towers installed that are comparable to the RFP requirements, compared to any of the other vendors.
- 3. WesTower is the only Vendor that has in house tower design, manufacturing and construction capabilities.

### 3.2 Spectrum Communications Evaluation Summary

- 1. Spectrum is the lowest priced compared to all vendors meeting the critical technical requirements.
- 2. Spectrum has a strong customer service record with SPS. However, during the RFP process Spectrum announced it is now part of BearCom, a large USA dealership network.

Major corporate decisions and customer related support decisions will be influenced by the USA based BearCom. Spectrum is no longer a fully local (Ontario) company, and this new relationship is too recent to assess how this will impact the previously good relationship SPS has had with Spectrum;

3. Spectrum Communications has substantially less in-house expertise, capabilities and experience compared to WesTower to carry out the complete design, manufacture, and construction of the towers.

- 4. Spectrum is reliant on sub contractors for the tower design and some of the construction work, and the combined relative experience of Spectrum with its subcontractors is significantly less than WesTower. These are not necessarily critical issues on their own but are important to note as part of an overall evaluation.
- 5. The Spectrum tower designer and manufacturer has significantly less experience and significantly less years designing and manufacturing towers when compared to both WesTower and Rigarus.
- 6. There is no reason to believe that with suitable safe-guard provisions, Spectrum will not be able to meet SPS's needs for the design and construction of the SPS towers.
- 7. Please refer to the Recommendations below for additional information on the safe-guard provisions.
- 8. Spectrum is the lowest price vendor that meets the critical technical requirements of the RFP and Specifications, Spectrum deserves further consideration for the following reasons:
  - a) The price is approximately 26% lower than WesTower and 41% lower than Rigarus.
  - b) Spectrum has a good working relationship with Sarnia and SPS including follow up support.

At this stage it is presumed that the recent purchase of Spectrum by BearCom will not negatively affect Spectrum's performance and the SPS relationship

### 3.3 <u>Rigarus</u>

- 1. Rigarus is the highest price of all vendors meeting the critical technical requirements.
- 2. Rigarus prices are almost 20% higher than the WesTower prices and over 40% higher than the Spectrum prices.
- 3. Although Rigarus Construction scores well except in price, WesTower is significantly more experienced than Rigarus in towers that are comparable to the RFP requirements.

4. Rigarus appears to have greater experience and capabilities than Spectrum for towers similar to the SPS requirements.

However, there is no apparent additional value to SPS that would justify the significantly higher price compared to WesTower and Spectrum.

#### 3.4 Experteers

- 1. The Experteers proposals do not meet the minimum requirements of the RFP including Specifications.
- 2. The Experteers proposal and subsequent responses to 2 sets of follow up questions have not provided the necessary information to provide confidence that the Experteers experience, capabilities and qualifications meet the needs of SPS for the design and construction of the SPS towers.
- Experteers experience is less than WesTower, Spectrum, and Rigarus, and although Experteers' pricing is lower, the value of the lower pricing does not outweigh the lower confidence level compared to WesTower, Spectrum, and Rigarus for tower design and construction projects similar to the SPS tower needs.

### 3.5 Wired World

- 1. Wired World is the lowest price of all vendors; however, there were a number of deficiencies in the Wired World proposal that generated follow up questions and requests for clarification, which also include pricing clarifications.
- 2. Wired World responded with a request to withdraw its proposal because of other project commitments that prevented responding to the follow up questions in a timely manner.
- ,
- 3. Wired World proposal does not provide the confidence that Wired World's experience and capabilities are comparable to either Rigarus, WesTower Communications or Spectrum Communications.
- 4. The Wired World proposal does not meet the minimum requirements of the RFP including Specifications.

### 4.0 <u>RECOMMENDATIONS</u>

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1. WesTower Communications and Spectrum Communications are recommended as finalists for further consideration by SPS.

Although WesTower has significantly greater experience and in-house resources and capabilities for tower design and construction compared to Spectrum, there is no reason to believe that with suitable safe-guard provisions, Spectrum will not be able to meet SPS's needs for the design and construction of the SPS towers.

- 2. At this time, the Spectrum proposal is considered acceptable subject to the safe-guard provisions summarized below.
- 3. The significantly lower Spectrum prices justify further consideration of Spectrum with the following provisions:

After the geotechnical analysis reports have been received:

- a) Spectrum will need to update the designs of the towers and foundations that were proposed in the original Spectrum proposal, including related prices (*Note: This step is required regardless of the selected vendor*).
- b) SPS engage the services of an independent qualified tower structural engineer, such as Piers Structural Engineering to review and critique the tower and foundation designs supplied by Spectrum, in accordance with the relevant CSA standards and site-specific wind conditions.
- c) Concerns identified by the SPS structural engineer are to be resolved by Spectrum to the satisfaction of the SPS structural engineer.
- d) The SPS tower structural engineer is further engaged to:
  - Review and critique the Spectrum excavation, foundation construction and tower erection plans.
  - Concerns identified by the SPS structural engineer are to be resolved by Spectrum to the satisfaction of the SPS structural engineer.
    - Monitor the construction of the towers:
      - at the completion of the excavation and construction of the concrete forms prior to pouring concrete.
      - at the completion of the concrete pour.

- During the erection of the towers at the erection mid-point and final erection of the towers.
- e) Concerns identified by the SPS structural engineer are resolved by Spectrum to the satisfaction of the SPS structural engineer.
- 4. Regardless of the selected vendor, a qualified City of Sarnia building engineer should review the final foundation design for the SPS Headquarters and Fire Station 5 towers to ensure that the foundation construction will not interfere with, or compromise the SPS Headquarters and Fire Station 5 building or foundation.

### **PALIDOR Radio Communications Consultants**

## **Department Correspondence**

**People Serving People** 

November 21, 2018

To: Sarnia Police Service Board Members

From: Owen Lockhart Deputy Chief of Police

### Re: Request for Unpaid Leave of Absence

Constable Allison Knapp, #203,

s, and are willing to take on any extra workload during her leave of absence.

Owen Lockhart Deputy Chief of Police

OL/rp

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Sarnia Police Service Sarnia, Ontario

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29 Oct 2018

Norm Hansen Chief of Police

Sir,

### Re:

### Leave of Absence for Military Deployment

I appreciate your consideration, and if you have any questions or concerns, please feel free to contact me at your convenience.

Respectfully,

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Allison Knapp #203 Constable Criminal Investigations Division Sarnia Police Service 519-636-8519

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01 Nov 2018. Approved - Good Luck 56

### Department Correspondence People Serving People

November 21, 2018

To: Sarnia Police Service Board Members

From: Owen Lockhart Deputy Chief of Police

#### **Re:** Officer Retirement and Replacement

On Friday, November 30, 2018, Sergeant Doug Cunningham will be retiring. His last official day of work was Tuesday, November 20, 2018.

Sergeant Cunningham was in his 32<sup>nd</sup> year of policing with the Sarnia Police Service. He was currently assigned to the Community Response Division; however, during his career he served in the Vice Branch, the Criminal Investigations Branch, and the JFO Court Services Branch. Sergeant Cunningham was an exemplary officer whose knowledge and expertise will be sorely missed.

On November 20, 2018, Constable Jim McCabe was promoted to the rank of Sergeant to fill the non-commissioned officer vacancy created by Sergeant Cunningham's retirement. We are confident that Sergeant Jim McCabe will prove to be an able replacement.

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Owen Lockhart Deputy Chief of Police

OL/rp

### Department Correspondence People Serving People

November 15, 2018

To: Sarnia Police Service Board Members

From: Owen Lockhart Deputy Chief of Police

### **Re:** Civilian Employees – Retirements and Replacements

On September 28, 2018, part-time vehicle technician, John Bourlier, retired. His position was filled by Larry Nead, who had held the position of part-time custodian.

On November 30, 2018, the Communications Supervisor, Kathy Wallace, will be retiring. Her successor, Lori Mitchell, has been working with her since November 1, 2018. Lori has 29 years' experience as a 9-1-1 dispatcher with us and has filled in as the supervisor on many occasions.

Owen Lockhart Deputy Chief of Police

OL/rp

Page 50 of 55

### Department Correspondence People Serving People

November 15, 2018

To: Sarnia Police Service Board Members

From: Owen Lockhart Deputy Chief of Police

### **Re:** New Civilian Employees

Four new part-time civilians commenced employment with the Sarnia Police Service on November 19, 2018.

Two part-time dispatchers, Cody Wilson and Chloe Dennis, were hired to replace two part-time dispatchers who resigned during the summer.

Two part-time court security officers, Isaac Baird and Philip Veale, were hired to fill a staff shortage amongst the court security Special Constable ranks.

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Owen Lockhart Deputy Chief of Police

OL/rp

November 21, 2018

### TO: SARNIA POLICE SERVICES BOARD MEMBERS

RE: Ontario Association of Police Services Boards (OAPSB) Membership Dues for 2019

### **Recommendation:**

It is recommended that the Sarnia Police Services Board approve the renewal of the Ontario Association of Police Services Boards (OAPSB) Membership for 2019.

### **Background & Comments:**

An e-mail from Eli El-Chantiry, Chair of the OAPSB was received requesting renewal of membership for 2019. The fee for 2018 was \$4,152.37 plus HST, a small increase of \$124.57 is shown in the 2019 fees. The renewal fee for Sarnia Police Services Board will be \$4,276.94 plus HST (see 2019 Membership Dues attached).

Joan Knight

Joan Knight, Secretary Sarnia Police Services Board

Subject:

FW: OAPSB 2019 Membership Renewal!

From: Eli El-Chantiry, Chair OAPSB [mailto:admin=oapsb.ca@cmail19.com] On Behalf Of Eli El-Chantiry, Chair OAPSB Sent: November 6, 2018 4:28 PM To: Joan Knight Subject: OAPSB 2019 Membership Renewal!

## **OAPSB 2019 Membership Renewal**

Greetings returning and prospective members!

It is time to register for your 2019 Membership - Register here

Thank you for your support and participation in the Ontario Association of Police Services Boards (OAPSB). Your Association works diligently to provide your with value-added services, as well as representation on issues affecting Police Services Boards throughout Ontario.

Through our conference, seminar, web site and emails, we aim to keep you and your Police Services Board up to date on key issues impacting you. In 2019 we will be updating our training program, and your continued involvement is more important than ever!

We thank you for your membership and look forward to continuing to serve you in 2019.

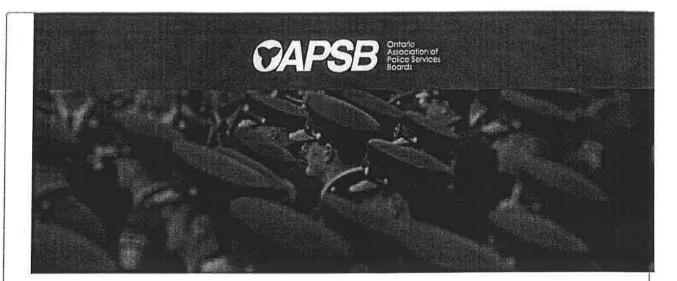
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Chair OAPSB

**Register Here** 



Ontario Association of Police Services Boards



# 2019 OAPSB MEMBERSHIP

### 2019 Membership Dues

Voting Members (Police Services Boards)

Force Size	Membership Dues	HST	Total
1-10	CAD 672.23	CAD 87.39	CAD 752.62
11-30	CAD 1,146.86	CAD 149.09	CAD 1,295.96
31-50	CAD 1,397.77	CAD 181.71	CAD 1,579.48
51-100	CAD 2,932.49	CAD 381.22	CAD 3,313.72
<b>*</b> 101-200	CAD 4,276.94	CAD 556.00	CAD 4,832.94
201-300	CAD 4,942.89	CAD 642.58	CAD 5,585.46
Over 300	CAD 5,609.88	CAD 729.29	CAD 6,339.17
31-50 51-100 <b>*</b> 101-200 201-300	CAD 1,397.77 CAD 2,932.49 CAD 4,276.94 CAD 4,942.89	CAD 181.71 CAD 381.22 CAD 556.00 CAD 642.58	CAD 1,579.48 CAD 3,313.72 CAD 4,832.94 CAD 5,585.46

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**Contact Information** 

\*Required