The Corporation of the City of Kenora

By-law Number 116 - 2023

A By-Law to Authorize the Execution of a Contract Extension Agreement Between the Corporation of the City of Kenora and Alpine Janitorial (Kenora) Inc. for School Crossing Guard Services

Whereas Council authorized a tender for school crossing guard services in the City of Kenora from Alpine Janitorial (Kenora) Inc through an invitation to tender process by bylaw number 105-2021 for a two year period; and

Whereas Alpine Janitorial (Kenora) Inc. has proven their dedication, commitment, and professionalism to these services, it is recommended that the extension to the contract agreement for the 2023-2024 and 2024-2025 school years be approved; and

Whereas it is deemed necessary and expedient to execute an extension agreement between Alpine Janitorial (Kenora) Inc. and the Corporation of the City of Kenora with respect to performing school crossing guard services; and

Whereas at a Council meeting held on September 20, 2023 authorization was given to enter into an extension agreement with Alpine Janitorial (Kenora) Inc. for this purpose;

Now Therefore the Council of the City of Kenora enacts as follows:

1. That authorization is hereby given for the City of Kenora to enter into an agreement with Alpine Janitorial (Kenora) Inc. for the provision of school crossing guard services for the school years of 2023-2024 and 2024-2025 school years in accordance with the terms and conditions outlined in the original agreement and extension agreement.

2. That the Mayor and Clerk of the Corporation of the City of Kenora are hereby authorized to execute the extension Agreement on behalf of the City of Kenora in accordance with the terms and conditions set out therein and to affix the Seal of the Corporation thereto.

3. That this by-law shall come into force and be in effect from and after the final passing thereof.

By-Law Read a First and Second Time this 20th day of September, 2023

By-Law   Read a Third and Final Time this 20th day of September, 2023

The Corporation of the City of Kenora:-

_____

Andrew Poirier, Mayor

_____

Heather L. Pihulak, City Clerk

<p align="center">**This Agreement made this 20th day of September, 2023**</p>

Between:
<p align="center">**The Corporation of the City of Kenora**
(Hereinafter called "City")
Of the First Part</p>

<p align="center">**And**</p>

<p align="center">**Alpine Janitorial (Kenora) Inc.**
(Hereinafter called "Alpine")
Of the Second Part</p>

Whereas the City has the responsibility for School Crossing Guard Services located within the City of Kenora; and requires a contractor to supply crossing guard services for the care and control of these crossings; and

Whereas Alpine had submitted a bid on a Request for Tender in 2019 to supply labour services to operate and maintain the School Crossing Guard Services for a 2 year period in accordance with the Tender Documents, which is being extended up to and including the years of 2021/2022 and 2022/23 school year seasons; and

Whereas that in accordance with Section 15.1 (c) (ii) of Procurement Policy AF-1-1 this contract was sole-source-procured to Alpine Janitorial (Kenora) Inc. for the 2023-2024 and 2024-2025 school years and was not publicly tendered for the 2023-2024 and 2024-2025 school years;

Now Therefore This Contract Agreement Witness that in consideration of the premises noted below, the parties hereto covenant and agree as follows:

1. **That** Alpine will provide the operation of services in accordance with the contract documents and submitted tender form for the 2019 contract for another additional period of two years ending in 2025 at the end of the school year season.

2. **That** this agreement is not transferable.

3. **That** this agreement shall take effect and come into force on August 30, 2023.

In Witness Whereof the parties have hereunto affixed their hands and seals on the 20th day of September, 2023.

The Corporation of the City of Kenora:-

_____ **Andrew Poirier, Mayor**

_____ **Heather Pihulak, City Clerk**

Alpine Janitorial (Kenora) Inc.:-

_____

_____**Printed Name**

Signed in the presence of:

_____ **Witness**