

## SUBSIDIZED TRANSPORTATION PROGRAM SERVICE AGREEMENT

**THIS AGREEMENT**, made in duplicate, for the delivery of the **Subsidized Transportation Program (STP)**. Effective as of the 1st day of February 2015

BETWEEN:

**The Corporation of the County of Brant**  
(the "County")

- and -

2426987 Ontario Inc. o/a Paris Taxi  
("PARIS TAXI")

**WHEREAS**, the County of Brant provides a Subsidized Transportation Program;

**AND WHEREAS** the County wishes to contract with taxi companies to provide the Subsidized Transportation Program;

**NOW THEREFORE** in consideration of their respective agreements set out below, the parties covenant and agree as follows:

### ARTICLE 1 – DEFINITIONS

In this Agreement, the following words and phrases have the following meanings:

**"Term"** means the period of time from the effective date first above written, up to and including the later of:

- (a) January 31, 2017 or,
- (b) the Expiry Date of any extension to this Agreement;

**"Subsidized Transportation Client"** means a resident of the County of Brant who is deemed eligible to participate in the Subsidized Transportation Program by the County and may include a non-resident of the County, visiting the County for a short period of time who has received County approval to permit access to the STP for the duration of the visit.

### ARTICLE 2 - THE AGREEMENT

The attached Schedules form part of this Agreement.

## **ARTICLE 3 – REPRESENTATIVES FOR AGREEMENT**

**3.1** The PARIS TAXI representative for purposes of this Agreement shall be:

Marcia Hill  
764B Govenors Rd. E.  
Paris, Ontario  
N3L 3E1  
Tel. 519-4427873  
Paristaxi.ont@gmail.com

**3.2** The County representative for purposes of this Agreement shall be:

Lesley Head  
Director, Community Relations  
15 Curtis Ave.,  
Paris, Ontario  
N3L 3W1  
Tel. 519-442-1818  
lesley.head@brant.ca

## **ARTICLE 4 - TERM OF AGREEMENT**

**4.1** This Agreement shall expire at the end of the Term. The County shall have the option to extend this Agreement for up to two (2) further periods of up to one (1) year each, such extension to be upon the same terms, conditions and covenants contained in this Agreement, excepting that there shall be no further option to renew in the renewal period and subject to and with due consideration for price increases that may apply, satisfactory performance and budget approval for each and every subsequent year. The option shall be exercisable by the County upon written notice to PARIS TAXI setting forth the precise duration of the extension subsequent to receipt of the rates for renewal of the contract. PARIS TAXI shall deliver rates for the renewal of the contract ninety (90) calendar days prior to the Expiry of the Term of the contract.

## **ARTICLE 5 – SERVICES**

**5.1** PARIS TAXI agrees to provide the services to the County as described and in accordance with the terms of this agreement.

## **ARTICLE 6 - RATES AND PAYMENT**

**6.1** The County shall pay PARIS TAXI for each Trip provided to a Subsidized Transportation Client in accordance with the terms of this agreement, at the rate calculated as follows:

[Trip Fare at the Metered Rate as defined in the County of Brant Taxi By-law] minus [the applicable "Flat Rate for Subsidized Transportation Clients] multiplied by fifty percent.

- 6.2** PARIS TAXI shall invoice the County monthly at the end of each month. The invoice shall be accompanied by a list of all trips provided to Subsidized Transportation Clients pursuant to this agreement in the form provided by the County of Brant.
- 6.3** The payment terms are net thirty (30) days.

## **ARTICLE 7 - INSURANCE**

- 7.1** PARIS TAXI shall comply with the insurance requirements as set out in Schedule A of this Agreement.

## **ARTICLE 8 - NOTICES**

- 8.1** Notices shall be in writing and shall be delivered by email, postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the County addressed to the attention of the County Representative and to PARIS TAXI addressed to the attention of the PARIS TAXI Representative. The parties may change such addresses by notice in writing delivered to the other in accordance with this paragraph.
- 8.2** Notices shall be deemed to have been given:
- (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or,
  - (b) in the case of facsimile or mail, one (1) Business Day after such notice is sent in accordance with this paragraph.
- 8.3** In the event of a postal disruption, notices must be given by personal delivery or by facsimile or email, unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this Article.

## **ARTICLE 9 –TERMINATION**

### **9.1 Termination by Either Party**

Upon giving PARIS TAXI not less than thirty (30) days' prior written notice, the County may, at any time and without cause, cancel this agreement, in whole or in part. In the event of such cancellation, the County shall not incur any liability to PARIS TAXI apart from the payment for the services that have been satisfactorily delivered or performed by PARIS TAXI at the time of cancellation.

Failure of PARIS TAXI to perform its obligations under the Agreement shall entitle the County to terminate the Agreement upon ten (10) days' written notice to PARIS TAXI, if a breach which is remediable is not rectified at that time. In the event of such termination, the County shall not incur any liability to PARIS TAXI apart from the payment for the services that have been satisfactorily delivered or performed by PARIS TAXI at the time of termination.

All rights and remedies of the County for any breach of PARIS TAXI'S obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and shall

not be deemed to be in exclusion of any other rights or remedies available to the County under the contract or otherwise at law.

No delay or omission by the County in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or any other right or remedy.

## **ARTICLE 10 - LEGAL RELATIONSHIP BETWEEN COUNTY AND PARIS TAXI**

### **10.1 Paris Taxi Power to Contract**

PARIS TAXI represents and warrants that it has the full right and power and all necessary licences, authorizations and qualifications to enter into and perform its obligations under this Agreement and that it is not a party to any agreement with another person which would in any way interfere with the rights of the County under this Contract.

### **10.2 Subcontracting or Assignment**

PARIS TAXI shall not subcontract or assign the whole or any part of this agreement without the prior written consent of the County. Such consent shall be at the sole discretion of the County and subject to the terms and conditions that may be imposed by the County.

### **10.3 Independent Paris Taxi**

This Agreement is for a particular and non-exclusive service. PARIS TAXI shall have no power or authority to bind the County or to assume or create any obligation or responsibility, express or implied, on the County's behalf, or to hold itself out as an agent, employee or partner of the County. Nothing in the Agreement shall have the effect of creating an employment, partnership or institution relationship between the County and PARIS TAXI. For the purposes of this paragraph, PARIS TAXI includes any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

## **ARTICLE 11 – GENERAL**

### **11.1 Severability**

If any term or condition of the Agreement, or the application thereof to the parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the agreement, and the application of such term or condition to the parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

### **11.2 Changes By Written Amendment Only**

Any changes to this Agreement shall be by written amendment signed by both parties. No changes shall be effective in the absence of such an amendment.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

**THE CORPORATION OF THE COUNTY OF BRANT**

\_\_\_\_\_  
(R.E.F.) Ron Eddy, Mayor

\_\_\_\_\_  
Heather Boyd, Clerk

I have authority to bind the Corporation

**2426987 ONTARIO INC. O/A PARIS TAXI**

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name and Title)

I have the authority to bind the Corporation

## **SCHEDULE A – GENERAL CONDITIONS**

### **1. PERSONNEL AND PERFORMANCE**

PARIS TAXI shall be responsible for its own staff resources and for the staff resources of any subcontractors and/or consultants engaged by them and shall ensure that all personnel acting on behalf of the County comply with all applicable laws.

### **2. LAWS AND REGULATIONS**

PARIS TAXI shall be governed by the laws and regulations of Ontario.

### **3. CONFIDENTIALITY**

PARIS TAXI shall treat all information provided in performance of this contract as confidential information and shall not disseminate for any reason without the express written permission of the County.

### **4. INDEMNIFICATION**

PARIS TAXI shall indemnify and save harmless the County, its elected officials, officers, employees and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries, expenses and judgments (including legal fees and costs) arising from or related to PARIS TAXI's performance or non-performance of its obligations, including payment obligations to others and including breach of any confidentiality obligations under this Agreement.

### **5. INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION**

PARIS TAXI shall indemnify and save harmless the County, its elected officials, officers, employees and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries, and judgments (including legal fees and costs) arising from infringement, actual or alleged, its use or misuse, or by any of the deliverables developed or provided or supplied under or used in connection with the Services (including the provision of the Services themselves), of any Canadian, American or other copyright, moral right, trademark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

PARIS TAXI shall pay all royalties and patent license fees required for the Services.

If the Services or any part thereof is in any action or proceedings held to constitute an infringement, PARIS TAXI shall forthwith either secure for the County the right to continue using the Services or shall at PARIS TAXI'S expense, replace the infringing items with non-infringing Services or modify them so that the Services no longer infringe.

## 6. INSURANCE

Upon Execution of this agreement until the end of the term, PARIS TAXI shall be required to purchase and maintain in force, at its own expense (including the payment of all deductibles) and for the duration of this Agreement, the following policies of insurance:

- (a) Commercial General Liability Insurance in the amount of at least \$5,000,000.00, Canadian Dollars per occurrence, issued by an insurer licensed to do business in Ontario, that protects PARIS TAXI from all claims, demands actions, causes of action that may be taken or made against PARIS TAXI, its employees or agents, for any loss of or damage to property, and personal injury, including bodily injury or death, that may arise with respect to PARIS TAXI'S performance of services, which names the County as an additional insured and which is endorsed to provide 30 days' notice of amendment, cancellation, non-renewal or revocation. The Policy must also include contractual liability, non-owned automobile liability, products and completed operations coverage, employees as additional insured's, as well as a cross liability and severability of interests' clause
- (b) Automobile insurance, issued by an insurer licensed in Ontario, evidencing a motor vehicle liability policy as defined in the *Insurance Act*, in respect of each *vehicle* used to provide the service, with a minimum limit of liability in the amount of \$2,000,000.00 per occurrence, and indicating that such policy provides coverage while the *motor vehicle* is used to carry *persons* with disabilities for compensation or hire and is endorsed to provide that the County will be given at least ten (10) days' notice in writing prior to any cancellation, expiration or change in the amount of the policy and including the following:
  - i. for all vehicles registered as public vehicles produce proof of insurance, confirmation of Permission to Carry Passengers for Hire;
  - ii. Liability Coverage for Attached Machinery;
  - iii. OPCF 22 Damage to Property of Passengers.
- (c) Any other insurance policy or confirmation of insurance coverage which may be required by the County, its Lenders or any other Interested Party identified by the County to be entitled to receive this information.
- (d) Workplace and Safety Insurance Clearance Certificate if applicable to any of the services performed by PARIS TAXI.

Upon Execution of the Contract and thereafter upon or prior to the expiry date of any policy, PARIS TAXI shall provide a certificate of automobile insurance and an original signed certificate of liability insurance naming the County as an additional insured evidencing renewal or replacement to the County prior to the expiration date of the original policies, without notice or request by the County.

## **7. NON-EXCLUSIVITY**

The entry into a contract by the County shall not be a guarantee of exclusivity to PARIS TAXI.

## **8. NO ASSIGNMENT**

PARIS TAXI shall not assign the whole or any part of the contract, and PARIS TAXI shall not assign any monies which may be due or which may become payable under the Agreement, without the written consent of the County which consent shall not be unreasonably withheld. Such consent shall not, under any circumstance, relieve PARIS TAXI of any or all liabilities and obligations assumed by it under the Agreement. For the purposes of the contract, assignment shall include any transfer in the majority ownership or controlling interest in PARIS TAXI, whether through the sale of shares, direct acquisition of assets or otherwise.

## **9. CONFLICT OF INTEREST**

- a) PARIS TAXI must declare any situation that may be a conflict of interest or that may appear as a potential conflict of interest in performing the service. If such a conflict of interest does exist, the County may, at its discretion, terminate the Contract.
- b) Any trips provided pursuant to this contract for employees of PARIS TAXI must be authorized in writing by the County of Brant representative.

## **10. ERRORS AND OMISSIONS**

No oral interpretation or clarification provided to PARIS TAXI will be effective to modify any provisions of these Contract Documents or subsequent contract. Any modification or clarification to the contract must be by written amendment to this agreement.

## **11. RIGHT TO AUDIT**

The County or anyone designated in writing by it may audit and inspect all financial and related records associated with the terms of the Contract including timesheets, accounts, records, receipts, vouchers, and other documents relating to the Services and shall have the right to make copies thereof and take extracts there from. PARIS TAXI shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the County and its authorized representatives with all such information as it, or they, may from time to time require with reference to such timesheets, accounts, records, receipts, vouchers, and other documents. PARIS TAXI shall cause all such timesheets, accounts, records, receipts, vouchers, and other documents, as aforesaid, to be preserved and kept available for audits and inspection at any reasonable time, and from time to time, until the expiration of **five (5)** years from the later of:

- (a) the date of termination of or cancellation of the Contract;
- (b) the date of completion of the Services hereunder; or
- (c) the expiration of such lesser or greater period of time as shall be approved in writing by the County.



## **12. EVALUATION OF PERFORMANCE**

At any time during the course of and completion of the Contract the County may complete an evaluation of PARIS TAXI'S performance, which may be made available to persons requesting County references for the Contract and also may be reviewed and may form part of the criteria when awarding future Contracts by the County.

PARIS TAXI hereby authorizes the maintenance and release of this information.

## **13. QUALITY AND VALUE**

PARIS TAXI shall provide a preferred standard of service and value to the County. The County shall be the sole judge of the adequacy of such service and value, and may suggest changes as necessary.

## **14. DISPUTE RESOLUTION**

In the event of a misunderstanding or dispute between PARIS TAXI and the County concerning any aspect of the contract the parties agree that County does not waive its right to litigate the dispute within the period permitted under Ontario Law to bring such action, or to proceed in any other manner.

## **15. AGREEMENTS IN WRITING**

In all cases of misunderstanding and disputes, verbal arrangements will not be considered. PARIS TAXI must produce written authority in support of its contentions and shall advance no claim in the absence of such written authority, or use, or attempt to use any conversation with any parties against the County or in prosecuting any claim against the County.

## **16. MEETINGS**

PARIS TAXI representative(s), as requested by the County, shall attend all meetings required during the contract. This shall include all regular meetings and emergency meetings.

Paris Taxi representative(s) attending meetings shall be thoroughly versed and knowledgeable with respect to the proposed topics of discussion and shall have the authority to make the necessary decisions and commitments with respect to matters agreed upon at the meetings.

A Meeting may proceed by conference call, or may require personal attendance of PARIS TAXI.

## **17. NON-WAIVER**

No condoning, excusing or overlooking by the County of any default, breach or non-observance by PARIS TAXI at any time or times in respect of any provision herein contained shall operate as a waiver of the County's right hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the County herein in respect of any such continuing or subsequent default or breach. No waiver shall be inferred from or implied by anything done or omitted by the County save only for an express waiver in writing. Any work completed by the County required by this agreement to be done by PARIS TAXI, after reasonable notice, shall not relieve PARIS TAXI of its obligations to do that work or

to reimburse the County for its actual cost to the County of having done it, including an allowance for normal overheads.

## **SCHEDULE B - TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES**

### **1. SCOPE OF SERVICE**

- 1.1 PARIS TAXI shall provide services in accordance with the terms of this agreement including the Program Guidelines as set out in Schedule E.
- 1.2 PARIS TAXI shall accept all trip bookings for and provide transportation services to all County Subsidized Transportation Clients that are requested in accordance with the terms of this agreement and shall schedule trip requests on shared-ride basis whenever possible based on customer requests, efficiency and cost. PARIS TAXI shall also coordinate the handling of same day service issues.
- 1.3 PARIS TAXI will provide all vehicles drivers, dispatchers, supervisors and equipment required to carry out the service in accordance with the requirements set out in this Contract.

### **2. FARES**

- 2.1 PARIS TAXI shall ensure that Subsidized Transportation Clients are not charged any amount in excess of the "Flat rate per Trip for Subsidized Transportation Clients" as set out in the County Taxi By-law. Paris Taxi shall accept payment in the forms of payment as listed below:
  - a) cash payment;
  - b) any other fare products as directed by the County.
- 2.2 PARIS TAXI shall ensure that Companions, Support Persons and children sharing the exact same trip with the Subsidized Transportation Client are not charged any additional fare in excess of the applicable "Flat rate per trip for Subsidized Transportation Clients" as set out in the County Taxi By-law.
- 2.3 PARIS TAXI shall ensure that only one "Flat rate per trip for Subsidized Transportation Clients" as set out in the County Taxi By-law, is charged when Subsidized Transportation Clients share the exact same trip.
- 2.4 PARIS TAXI may charge each Subsidized Transportation Client the "Flat Rate per Trip for Subsidized Transportation Clients" as set out in the County Taxi By-law, where the pick up or drop off location for the Subsidized Transportation Clients are different.
- 2.5 PARIS TAXI will under no circumstances collect or attempt to collect any payment in excess of the "Flat Rate per trip for Subsidized Transportation Clients" as set out in the County Taxi By-law. PARIS TAXI shall ensure that drivers do not accept tips or gratuities from Subsidized Transportation Clients for work performed under this contract, or payment for extra services provided.

### 3. VEHICLES AND LICENSING

- 3.1 The vehicles shall be supplied, licensed, maintained, operated and equipped by PARIS TAXI in accordance with all applicable legislation and regulations of the federal, provincial and municipal authorities. All vehicles used to provide the Subsidized Transportation Program must be licensed as a County of Brant Taxi Cab or have been issued and be operating in compliance with a Public Vehicle License. PARIS TAXI is required to make available for service a minimum of one vehicle that is equipped as an Accessible Taxicab as defined in the County of Brant Taxi By-law.
- 3.2 PARIS TAXI will provide to the County and keep current for the duration of the contract, a list of all vehicles that will be used to provide the service which includes the Taxicab Vehicle License Number or a copy of the Public Vehicle License if applicable and the make, model, year, odometer reading, passenger capacity, license plate and registration number of each vehicle which will be appended as Schedule C. PARIS TAXI shall indicate the vehicles that are equipped as "Accessible Vehicles" as defined under the Highway Traffic Act, R.R.O. 1990, Regulation 629 and shall provide applicable licenses and inspection forms evidencing compliance with:
- a) the Accessibility for Ontarians with Disabilities Act, Transportation Standards for Specialized Transportation O. Reg 191/11;
  - b) the Highway Traffic Act R.R.O. 1990, Regulation 629 and Regulation 611;
  - c) the Public Vehicles Act, R.S.O. 1990, chapter P54;
  - d) the Insurance Act, R.S.O. 1990, chapter I-8.
- 3.3 PARIS TAXI shall use only the vehicles listed in Schedule C to perform the services pursuant to this contract. PARIS TAXI will notify the County representative in writing of any proposed changes to Schedule C and provide copies of all required licenses and inspections. The County representative will review the proposed changes and upon approval will update Schedule C. PARIS TAXI shall not use a vehicle to provide the service until approved for use by the County.
- 3.4 PARIS TAXI shall ensure that all vehicles are repaired promptly and returned to service as soon as possible and that all vehicle interiors are maintained on a daily basis and exteriors maintained on a weekly basis.
- 3.5 The County may, at any time inspect any vehicle proposed for use in this contract. If, following an inspection, the County is of the opinion that a vehicle is in an unsafe, unsuitable or unfit condition, PARIS TAXI will remove same from service and replace the vehicle with another vehicle approved by the County until such time as the original vehicle has been returned to a suitable or fit condition.
- 3.6 All vehicles will be equipped with a two-way radio and/or cell phone capable of communicating with PARIS TAXI'S dispatch.

### **3.7 Vehicle Maintenance Specifications, Records and Reports**

- 3.7.1 PARIS TAXI may be required to supply the County with a copy of its preventive maintenance program by vehicle type for approval by the County.
- 3.7.2 PARIS TAXI shall maintain at its operations site, the following records for each vehicle for inspection by the County, at the County's discretion:
- a) daily driver pre and post inspections sheets;
  - b) monthly service records of vehicle maintenance including kilometres driven, fuel consumption; and
  - c) work orders identifying mechanical defects and confirmation of repairs.
- 3.7.3 PARIS TAXI shall conduct a daily safety inspection "circle check" of all vehicles providing service before placing the vehicle in service.
- 3.7.4 PARIS TAXI will provide information regarding the average vehicle service intervals in kilometres; i.e. after how many kilometres is a vehicle serviced; (tune-up, brakes, emission testing, etc.) and provide any service standards that PARIS TAXI has or will have in place.

## **4. ACCESSIBILITY GUIDELINES**

- 4.1 PARIS TAXI must ensure that it complies with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, chapter 11, Ontario Regulation 429/07, Accessibility Standards for Customer Service, and Ontario Regulation 191/11, the Integrated Accessibility Standards and in particular shall provide documentation to the County indicating that PARIS TAXI has met the training requirements with respect to the following:
- a. How to interact and communicate with persons with various types of disability;
  - b. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person;
  - c. How to use equipment that is available on the premises that may help in the provision of goods or services;
  - d. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services;
  - e. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.
- 4.2 PARIS TAXI will be required to conduct employee and volunteer accessibility training in consultation with the County of Brant Accessibility Coordinator on a yearly basis. The accessibility training shall include training on:
- a. the safe use of accessibility equipment and features including proper securement of mobility aids and devices;

- b. acceptable modifications to procedures in situations where temporary barriers exist or accessibility equipment on a vehicle fails; and
- c. emergency preparedness and response procedures that provide for the safety of persons with disabilities.

## **5. PARIS TAXI SUPERVISION**

- 5.1 PARIS TAXI will designate a person, in writing, to work directly with the County in carrying out the provisions of this work and to review the operation on a periodic basis to ensure the highest standards of customer service, and the greatest efficiency in the provision of service.
- 5.2 In conjunction with the above, PARIS TAXI will ensure that supervisory staff are knowledgeable in the operation of the County Subsidized Transportation Program and are on duty during all scheduled hours of operation.

## **6. DRIVER QUALIFICATIONS AND DUTIES**

- 6.1 PARIS TAXI will engage an adequate number of trained drivers and ensure that they are appropriately licensed and qualified to participate in the provision of the service. PARIS TAXI will provide a list of all drivers, which will be appended as Schedule D and shall provide evidence that the drivers hold a valid County of Brant Taxicab Drivers License.
- 6.2 PARIS TAXI will ensure each driver that will be transporting Subsidized Transportation Clients has signed a confidentiality agreement and will provide a copy of the signed confidentiality agreement to the County.
- 6.3 PARIS TAXI will allow the County to conduct an orientation session with the drivers as part of their training, upon request by the County.
- 6.4 PARIS TAXI will provide the County representative with prior written notice of any change or substitution of any of its drivers at least seven (7) days in advance of the effective date. Any change in drivers is subject to approval by the County representative. PARIS TAXI must obtain prior approval in writing from the County representative if unable to meet this minimum time requirement.
- 6.5 The responsibility for driver behaviour rests exclusively with PARIS TAXI. PARIS TAXI agrees to provide and supervise drivers to operate vehicles, in accordance with the terms and conditions included in the Subsidized Transportation Program Guidelines attached as Schedule "E" and in accordance with all operational rules and/or regulations, as determined by the County of Brant from time to time.
- 6.6 The County reserves the right to remove drivers from service when in the opinion of the County it is in the best interests of passenger safety or quality of service, or for failure to comply with specified regulations or procedures. In the event of

such action, the County will provide PARIS TAXI with a written explanation, identifying the driver and the reasons for disqualification.

## **7. CUSTOMER COMPLAINTS**

- 7.1 Passenger and other complaints regarding service operation reflect adversely on the County of Brant Subsidized Transportation Program, and PARIS TAXI. It is in the best interest of both parties to minimize complaints concerning transportation services.
- 7.2 The County will review all complaints. Complaints will be documented and forwarded to PARIS TAXI for investigation.
- 7.3 PARIS TAXI shall designate a person to receive, review and log complaints and to ensure that all complaints are received, investigated and responded to within five (5) business days.
- 7.4 PARIS TAXI must establish and maintain a standardized written customer complaint handling process in a form acceptable to the County.
- 7.5 The County will provide PARIS TAXI with written notice of any customer complaint regarding the service.
- 7.6 PARIS TAXI shall, within five (5) working days of receipt of notice of any complaint, respond in writing to the County identifying:
- a) if the complaint was well founded or not; and
  - b) if well-founded, the cause and the remedy for the specific problem, and the measures proposed to be instituted to prevent future occurrences; or if not well founded, a statement of the facts as known to PARIS TAXI.

## **8. AUDIT PROCEDURE AND RECORDS**

- 8.1 PARIS TAXI shall provide monthly reports indicating the required data for the report month. In addition to these monthly reports, PARIS TAXI shall keep such records as may be reasonably required by the County from time-to-time and assist the County in providing the reporting requirements of Provincial or Federal agencies, transit associations or similar bodies.
- 8.2 PARIS TAXI shall report all accidents or situations involving vehicle collisions or passenger injuries in compliance with applicable legislation and to the County immediately during regular business hours or if the accident or injury is after the County's regular business hours on the next business day.
- 8.3 The County may conduct regular audits of service including:
- a. on-time performance;
  - b. driver courtesy;
  - c. vehicle maintenance and records;

- d. vehicle cleanliness, care and comfort;
- e. safety of operations and facilities;
- f. fare security; and
- g. training records.

8.4 PARIS TAXI may be required to provide the County with any operation forms, which must be used to provide data and performance reports.



## SCHEDULE C-VEHICLE LIST

## SCHEDULE D- DRIVERS LIST

**SCHEDULE E –  
COUNTY OF BRANT SUBSIDIZED TRANSPORTATION GUIDELINES**