

## TRANSPORTATION SERVICE AGREEMENT

**THIS AGREEMENT**, made in duplicate, for the delivery of Accessible Transportation of [REDACTED], Paris, effective as of the 17<sup>th</sup> day of January 2019.

BETWEEN:

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

- and -

**Brant Taxi Inc.**  
(Brant Taxi)

**WHEREAS** is has been confirmed that all Accessible Taxicabs licensed in the County of Brant are unable to accommodate a larger wheelchair for the client named in this agreement who is required to attend medical appointments in the County of Brant;

**AND WHEREAS**, the County of Brant Taxicab By-law requires every driver, owner and taxicab broker conducting conveyances originating and ending in the County to obtain a license;

**AND WHEREAS**, Brant Taxi does not hold a license to conduct conveyances wholly within the County;

**AND WHEREAS**, Section 4(5) of the County of Brant Taxicab Licensing By-law provides an exemption whereby the provisions of the by-law do not apply to the conveyance of passengers pursuant to a written contract with the County to transport persons with physical, emotional or mental disabilities;

**AND WHEREAS**, the County wishes to enter into a contract with Brant Taxi to conduct conveyances for the client named in this agreement due to the size limitations of licensed taxicabs in the County of Brant;

**NOW THEREFORE**, in consideration of their respective agreements set out below, and the sum of \$2.00 the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

### ARTICLE 1 - THE AGREEMENT

The attached Schedules form part of this Agreement.

### ARTICLE 2 – REPRESENTATIVES FOR AGREEMENT

**2.1** The BRANT TAXI representative for purposes of this Agreement shall be:

Tom Bernas  
289 Murray St.  
Brantford, Ontario  
N3S 5S9  
Tel. 519-752-1010

tom@branttaxi.com

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

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

**ARTICLE 3 - TERM OF AGREEMENT**

**3.1** This Agreement shall expire on June 30, 2019.

**ARTICLE 4 – SERVICES**

**4.1** Brant Taxi agrees to provide transportation in an accessible taxi cab licensed by the Corporation of the City of Brantford, to [REDACTED], Paris, during the term of this agreement. Brant Taxi agrees to provide a copy of the City of Brantford taxi cab license prior to providing service and to provide the services as described and in accordance with the terms of this agreement. Brant Taxi acknowledges that the services authorized by this contract are limited to the services that has been described in this section.

**ARTICLE 5 - INSURANCE**

**5.1** BRANT TAXI shall comply with the insurance requirements as set out in Schedule A of this Agreement.

**ARTICLE 6 - NOTICES**

**6.1** 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 BRANT TAXI addressed to the attention of the BRANT TAXI Representative. The parties may change such addresses by notice in writing delivered to the other in accordance with this paragraph.

**6.2** 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.

**6.3** 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 7 –TERMINATION**

### **7.1 Termination by Either Party**

Upon giving not less than thirty (30) days' prior written notice, either party may, at any time and without cause, cancel this agreement, in whole or in part. In the event of such cancellation, neither party shall incur any liability to the other party.

## **ARTICLE 8 - LEGAL RELATIONSHIP BETWEEN COUNTY AND BRANT TAXI**

### **8.1 Brant Taxi Power to Contract**

BRANT 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.

### **8.2 Subcontracting or Assignment**

BRANT 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.

### **8.3 Independent Brant Taxi**

This Agreement is for a particular and non-exclusive service. BRANT 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 BRANT TAXI. For the purposes of this paragraph, BRANT TAXI includes any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

## **ARTICLE 9 – GENERAL**

### **9.1 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.

**9.2 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.

**9.3** The fare rates for conveyances under this contract shall be negotiated between the client named in the contract and BRANT TAXI and paid directly to Brant Taxi by the client.

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

**THE CORPORATION OF THE COUNTY OF BRANT**

\_\_\_\_\_  
David Bailey, Mayor

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

I have authority to bind the Corporation

**BRANT TAXI INC.**

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

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

I have the authority to bind the Corporation

## **SCHEDULE A – GENERAL CONDITIONS**

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

BRANT 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**

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

BRANT 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.

### **3. INDEMNIFICATION**

BRANT 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 BRANT TAXI's performance or non-performance of its obligations, including payment obligations to others and including breach of any confidentiality obligations under this Agreement.

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

BRANT 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.

BRANT 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, BRANT TAXI shall forthwith either secure for the County the right to continue using the Services or shall at BRANT TAXI'S expense, replace the infringing items with non-infringing Services or modify them so that the Services no longer infringe.

## 5. INSURANCE

Upon Execution of this agreement until the end of the term, BRANT 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 BRANT TAXI from all claims, demands actions, causes of action that may be taken or made against BRANT 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 BRANT 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 BRANT TAXI.

Upon Execution of the Contract and thereafter upon or prior to the expiry date of any policy, BRANT 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.

**6. NON-EXCLUSIVITY**

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

**7. NO ASSIGNMENT**

BRANT TAXI shall not assign the whole or any part of the contract, and 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 BRANT 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 BRANT TAXI, whether through the sale of shares, direct acquisition of assets or otherwise.

**8. CONFLICT OF INTEREST**

- a) BRANT 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.

**9. ERRORS AND OMISSIONS**

No oral interpretation or clarification provided to BRANT 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.

**10. DISPUTE RESOLUTION**

In the event of a misunderstanding or dispute between BRANT 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.

**11. AGREEMENTS IN WRITING**

In all cases of misunderstanding and disputes, verbal arrangements will not be considered. BRANT 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.

**12. NON-WAIVER**

No condoning, excusing or overlooking by the County of any default, breach or non-observance by BRANT 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.