

ACCESSIBLE TRANSPORTATION AD HOC PROGRAM AGREEMENT

THIS AGREEMENT, made in duplicate, for the Town of Halton Hills Accessible Transportation Ad Hoc Program, effective as of the _____ day of _____, 20____ (the "Effective Date").
(day) (month) (year)

BETWEEN:

TOWN OF HALTON HILLS

(the "Town")

- and -

INSERT LEGAL CORPORATE NAME

(the "Vendor")

WHEREAS the Town has instituted an Accessible Transportation Ad Hoc (the "Program") as part of its transportation services for persons with disabilities and seniors age 65 and older living in the municipal boundaries of Halton Hills;

AND WHEREAS the Program uses the transportation services available from licensed taxi vendors operating in the Town;

AND WHEREAS the Vendor is willing and qualified to provide the accessible transportation services required by the Town under the Program, for persons with disabilities and seniors who are eligible and registered to participate in the Program;

AND WHEREAS the Town and the Vendor have entered into this Agreement for the purpose of outlining the terms and conditions governing the Vendor's participation in the Program;

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

ARTICLE 1 – INTERPRETATION

1.01 When used in this Agreement, the following words or expressions have the following meanings:

"Accessible Vehicle" means a vehicle that has been constructed or modified to increase the interior size of the vehicle and to equip it with a means of wheelchair entry such as a wheelchair ramp or powered lift, to allow access;

"Accessible Service Vehicle" means Accessible Vehicles certified to operate in accordance with all applicable federal, provincial and municipal legislation and regulations. Accessible Service Vehicles may include, for example, sedans and minivans;

“ActiVan” means a specialized transportation service intended for residents residing within the municipal boundaries of Halton Hills who are age 65 and older or persons with disabilities;

“Agreement” means the sections and schedules of this Accessible Transportation Ad Hoc Program Agreement as amended from time to time and such other documents as are expressly incorporated by reference into this Accessible Transportation Ad Hoc Program Agreement;

“AODA” means Accessibility for Ontarians With Disabilities Act, latest version;

“Business Day” or **“Business Days”** means Monday to Friday, inclusive, other than a day that is observed as a statutory or civic holiday by the Town;

“Companion” means a person who accompanies a registered Passenger when travelling on the Town service. A Companion is not considered a Support Person and is required to pay a fare for travel, and have a trip booked in order that seating is available;

“Cross-Boundary Trip” means an address originating in Halton Hills to an approved Transfer Point or address outside the municipal boundaries of Halton Hills;

“Day Service” means the Vendor shall provide a vehicle(s) for the all-day use by the Town. The Town will schedule the activities for the vehicle(s) for the day using the Driver Manifest and will compensate the Vendor based on In-Service Kilometres, as calculated by the Town’s scheduling software;

“Driver Manifest” means a computerized log of daily planned trip requests, provided by the Town to the Vendors, identifying Town client information and Day Service trip details;

“In-Service Kilometres” means the number of kilometres travelled by a Vendor vehicle while transporting a passenger;

“Late Cancellations” means a Passenger Trip confirmed by the Town, which is cancelled by the Passenger in advance of the scheduled pick-up time if the Town informs the Vendor less than 20 minutes before the scheduled trip;

“Mobility Aid/Device” means a device used to facilitate the transport, in a seated posture, of people with disabilities;

“No-Show” means a Passenger Trip request confirmed by the Town for which the Passenger did not show, or the Passenger cancelled at the door when the vehicle arrived;

“On-Time Cancellation” means a Passenger Trip confirmed by the Town, which is cancelled by the Passenger in advance of the scheduled pick-up time is deemed to qualify as “On-Time Cancellation” if the Agency informs the Vendor within 20 minutes or greater, before the scheduled pickup time;

“Passenger” means a traveler on an Accessible Service Vehicle other than the Service Vehicle Driver;

“Passenger Trip” means a one way trip from origin to destination by one Passenger and may include a Support Person, Companion and/or a Service Animal up to a maximum of three persons including the client;

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all authorities that now or at any time hereafter may be applicable to either this Agreement, or the Services described in Schedule 2 or elsewhere in this Agreement, or any part of either of them;

“Same Day Trip” means trip requests made to the Vendor(s) on the same day the trip is to be performed;

“Service Animal” means animals that are trained to perform tasks for persons with disabilities. Service Animals are required to be transported with Passengers;

“Services” means the transportation services required by the Town under the Program to be provided by the Vendor to Program Users as more particularly described in Schedule 2 (Services);

“Standard Service Vehicle” means standard Taxi Vehicles under 4,990kg (11,000 lb.), equipped and certified to operate in accordance with all applicable federal, provincial and municipal legislation and regulations;

“Standard Wheelchair” means a Standard Adult Wheelchair is designed for full grown adults of average size and build: Seat width 45.7cm (18 in); seat depth 40.6cm (16 in); seat height 50.8cm (20 in); arm height 25.4 cm (10 in); and back height 41.9cm (16.5 in);

“Support Person” means, in relation to a person with a disability, another person who accompanies the person with a disability in order to help with communication, mobility, personal care or medical needs or with access to services or facilities;

“Transfer Point” means the Transfer Points that are established by the Town to assist clients with accessing services in neighboring municipalities;

“Trip Request” means a Passenger request for a trip, called in to the Town. Trip Requests must be relayed and confirmed by the Town to the Vendor(s) to be included in Vendor(s) service and billing; and

“Vehicle No-Show” means when the scheduled Trip Request does not arrive within the confirmed pick-up time.

ARTICLE 2 – TERM AND TERMINATION

2.1 The term of this Agreement will commence on the Effective Date above for one (1) year with five one (1) year options to renew based on successful service levels and will continue until otherwise terminated in accordance with the provisions of this Agreement (the “Term”).

2.2 The Town may terminate this Agreement immediately on written notice to the Vendor, if the Vendor: (i) ceases to carry on business in the normal course, makes a general assignment for the benefit of creditors, or becomes subject to any proceeding for liquidation, insolvency or the appointment of a receiver; or (ii) is in material default of any provision of this Agreement that is not cured or addressed to the satisfaction of the Town (acting reasonably) within twenty (20) Business Days following the Vendor’s receipt of written notice of the default from the Town.

- 2.3 Each party reserves the right, in its sole discretion, to terminate this Agreement without cause and without any liability, cost or penalty upon sixty (60) Business Days' prior written notice to the other party.
- 2.4 The Town shall only be responsible for the payment for the In-Service Kilometres calculated by the Town, and the Services provided under this Agreement, up to and including the effective date of any termination.

ARTICLE 3 – ACCESSIBILITY FOR ONTARIANS WITH DISABILITES

- 3.1 The Vendor SHALL COMPLY WITH THE PROVISION OF the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder, with regard to the provision of its goods and/or services to persons with disabilities.

ARTICLE 4 – RELATIONSHIP BETWEEN TOWN AND VENDOR, CHANGE OF CONTROL, CONFLICT OF INTEREST

- 4.1 The Vendor represents that the Vendor's Representative has the authority to legally bind the Vendor to the extent permissible by the Requirements of Law.
- 4.2 The Vendor shall have no power or authority to bind the Town or to assume or create any obligation or responsibility, express or implied, on behalf of the Town. The Vendor shall not hold itself out as an agent, partner or employee of the Town. Nothing in this Agreement shall have the effect of creating an employment, partnership or agency relationship between the Town and the Vendor or any of the Vendor's directors, officers, employees, agents, partners, affiliates or volunteers.
- 4.3 The Vendor has the overall responsibility for the provision of the Services described in Schedule 2 or elsewhere in this Agreement to the Town, and the Vendor agrees that it is responsible and liable for its own acts and the acts or omissions of its directors, officers, employees, agents, partners, affiliates and volunteers within the scope and course of their duties with respect to the provision of the Services as if they were the Vendor's own acts or omissions.
- 4.4 The Vendor shall not subcontract or assign the whole or any part of this Agreement or any monies due under it to any subcontractor without the prior written consent of the Town. Such consent shall be in the sole discretion of the Town and subject to the terms and conditions that may be imposed by the Town. Without limiting the generality of the conditions that the Town may require prior to consenting to the Vendor's use of any subcontractor, every contract entered into by the Vendor with the subcontractor shall adopt all of the terms and conditions of this Agreement as far as applicable to those parts of the Services provided by the subcontractor. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or its employee and the Town.
- 4.5 In the event that the Vendor undergoes a change in control the Vendor shall immediately disclose such change in control to the Town and shall comply with any terms and conditions subsequently prescribed by the Town in response to the disclosure.

- 4.6 The Vendor represents and declares that no member, officer, employee of the Town or Council has or will have an interest, directly or indirectly, in the performance of this Agreement or in the Services or business in connection with the said Agreement, or in any portion of the profits thereof, or in any monies to be derived therefrom. The Vendor shall:
- (a) avoid any conflict of interest in the performance of its contractual obligations under this Agreement;
 - (b) disclose without delay any actual or potential conflict of interest that arises during the performance of its contractual obligations under this Agreement; and
 - (c) comply with any requirements prescribed by the Town to resolve any conflict of interest.
- 4.7 In addition to any other contractual rights or remedies available at law or in equity, the Town may, at its sole and absolute discretion, immediately terminate this Agreement upon giving notice to the Vendor where:
- (a) the Vendor fails to disclose an actual or potential conflict of interest;
 - (b) the Vendor fails to comply with any requirements prescribed by the Town to resolve a conflict of interest; or
 - (c) the Vendor's conflict of interest cannot be resolved.

This paragraph shall survive any termination or expiry of this Agreement.

ARTICLE 5 – SERVICES AND SERVICE VOLUMES

- 5.1 The Vendor agrees to provide to the Town the Services described in Schedule 2 (Services) or elsewhere in this Agreement in accordance with the terms and conditions set forth in this Agreement.
- 5.2 The Vendor acknowledges that it is providing the Services to the Town on a non-exclusive basis. The Town makes no representations regarding the volume of Services required under this Agreement. The Town reserves the right to establish an Agreement with other parties for the same or similar Services as those provided by the Vendor and reserves the right to obtain the same Services internally.
- 5.3 The Vendor acknowledges that the projected scope of service (number of In-Service Kilometres) is not guaranteed by any volume. Volume and composition are subject to change. The Town reserves the right to increase or decrease the required number of Accessible Service Vehicles and/or In-Service Kilometres at any time, in accordance with the provision of this Agreement.
- 5.4 The Vendor shall accept all trips set out on the Day Service Driver Manifest and Trip Service requests and shall not, for any reason, be permitted to refuse any assignment. For Trip Service the requirements and volumes will fluctuate on a daily basis.

5.5 The Vendor must communicate with the Town's dispatch to notify of emergencies, vehicle breakdowns, vehicle accidents, Passenger incidents, and schedule delays for the purpose of advising ActiVan Passengers. The Vendor shall not be permitted to directly contact Passengers unless authorized by the Town.

ARTICLE 6 – PERFORMANCE BY VENDOR

6.1 The Vendor hereby represents and warrants to the Town that:

- (a) the Services shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations, with the required accessibility training for assisting persons with disabilities, and all Services will be provided in accordance with: (a) this Agreement; and (b) the Requirements of Law. If any of the Services, in the opinion of the Town, are inadequately provided or require corrections, the Vendor shall forthwith make the necessary corrections at its own expense as specified by the Town in a rectification notice;
- (b) all information provided to the Town in connection with the Vendor's application to participate in the Program is accurate and true;
- (c) the vehicle taxi license numbers provided to the Town by the Vendor in Schedule 1 (Vendor Information) are valid, up-to-date and in good standing; and
- (d) the information provided to the Town by the Vendor respecting the Vendor's drivers and vehicle taxi license numbers as listed in Schedule 1 (Vendor Information) is a complete list of the drivers that will be used by the Vendor to perform the Services. The Vendor must advise the Town's Representative immediately in writing of any changes to Schedule 1 (Vendor Information). In accordance with section 4.4 of this Agreement, the Town must provide its prior written consent prior to the Vendor's use of any subcontractors or change to its subcontractors.

6.2 The Town, either by its own staff, or by an authorized inspector appointed by the Town, shall have the right to inspect the Vendor's operating and maintenance records as they relate to the provision of the Service. These inspections may be conducted during normal business hours, when possible. The Vendor shall provide adequate cooperation to Town staff or the inspector appointed by the Town to permit the staff or the inspector to determine the Vendor's conformity with the requirements prescribed by this Agreement and the adequacy of the Services being provided. All inspections by the Town shall be conducted in a manner that does not interfere with the Vendor's ability to perform its obligations under this Agreement.

6.3 The Vendor during the Term of this Agreement shall:

- (a) obtain, at its own cost and expense, and keep in good standing all licenses and permits that are required under all applicable Federal, Provincial and Municipal laws, by-laws and regulations for the conduct of its business and the provision of the Services;

- (b) comply with all applicable laws and by-laws related to the provision of the Services including without limitation, the *Ontarians with Disabilities Act, 2001*, the *Accessibility for Ontarians with Disabilities Act, 2005*, the *Workplace Safety Insurance Act, 1997* (Ontario), the *Occupational Health and Safety Act* (Ontario), and the *Human Rights Code* (Ontario), as amended or replaced from time to time. Any breach or breaches of any applicable laws or by-laws, whether by the Vendor or any of its subcontractors or agents, may result in the immediate termination of this Agreement;
- (c) immediately advise the Town in writing of any changes required to any of the Vendor information specified in Schedule 1 (Vendor Information);
- (d) provide to the Town's Representative annually, prior to the anniversary date of the Effective Date of this Agreement, a new fully completed Schedule 1 (Vendor Information);
- (e) provide to the Town's Representative annually, its current policy of insurance in accordance with section 13.3 of this Agreement; and
- (f) comply with any information requests received from the Town's Representative relating to the Services.

ARTICLE 7 – PAYMENT FOR SERVICES AND AUDIT

7.1 All payment invoices for reimbursement shall be mailed by the Vendor to the following address:

Attention: ActiVan Services

The Town of Halton Hills
Robert C. Austin Operations Centre
11620 Trafalgar Road
Halton Hills, Ontario
L7G 4S4

7.2 The Vendor shall invoice the Town within fifteen (15) days following the end of the month, in the format approved by the Town, for a billing period of not less than one (1) month. The Vendor's invoice shall accompany all fare payment, inclusive of monies collected as fare payment, and shall show separately the following information:

- Vendor Name
- Vendor Address
- Service Date
- Total number of No-Shows and Late Cancellations
- Total Kilometres travelled
- Total Trips

7.3 Charges shown on the Vendor's invoice must correspond with the number of kilometres rendered as recorded on the Town's scheduling software. Total In-Service Kilometres travelled and Trip Requests delivered for the previous month will be summarized for the Vendor by the Town on the first working business day of each month.

- 7.4 The Town reserves the right to request changes to the invoice amount to correlate with its billing records for In-Service Kilometres, No-Shows, and Late Cancellations for the month of operated service.
- 7.5 The Town shall pay the Vendor within 30 days of receiving an invoice from the Vendor, provided that the invoice is in a form acceptable to the Town and the Services have been performed to the satisfaction of the Town.
- 7.6 The Town will schedule the activities for the vehicle(s) for the day using the Driver Manifest and will compensate the Vendor based on In-Service Kilometres, as calculated by the Town's scheduling software. For Day Service, there will be no compensation to Vendors for No-shows or Late Cancellations;

Vehicle Services	Starting Rate (entering vehicle)	Vehicle Unit Rates (\$/km)
Day Service	\$3.60*	\$1.80*
Trip Service	\$3.60*	\$1.80*

* Rates may be amended annually as per Municipal Rates and Service Charges By-Law; as amended by By-Law 2008-0003

- 7.7 For seven (7) years following either the end of the term of, or any earlier date of termination of, this Agreement, the Vendor shall maintain all necessary records to substantiate (a) all requests for reimbursement and payments under this Agreement, and (b) that the Services were provided in accordance with this Agreement and with the Requirements of Law. During the term, and for seven (7) years following either the end of the term of, or any earlier date of termination of, this Agreement, the Vendor shall permit, and assist the Town in conducting, audits of the operations of the Vendor to verify (a) and (b) above. The Town shall provide the Vendor with at least ten (10) Business Days' prior notice of its requirement for such audit. The Vendor's obligations under this paragraph shall survive any termination or expiry of this Agreement.

ARTICLE 8 – REPORTING REQUIREMENTS

- 8.1 The Vendor shall complete and submit the following reports to the Town within the following timelines:
 - (1) Passenger complaints shall be submitted to the Town no later than two (2) Business Days following that date of the complaint; and
 - (2) Monthly financial reports, such as invoicing, shall be submitted to the Town no later than the fifteenth (15) day of the following month.
- 8.2 The Vendor will be required to supply, operate and maintain various types of Standard Service Vehicle and a minimum of one Accessible Service Vehicle within its fleet to be used exclusively and non-exclusively to carry out the Town's ActiVan service for this Agreement.
- 8.3 The Vendor shall immediately notify the Town's dispatch of any missed trip(s) arising from vehicle no-shows, road calls, detours, or extraordinary delays caused by an abnormal or emergency factor.

- 8.4 The Vendor shall IMMEDIATELY NOTIFY THE Town dispatch of a pick-up for which the Passenger did not show. The Town dispatch will attempt to contact the Passenger, and will confirm the “No-Show”.
- 8.5 The Vendor shall immediately report all accidents/incidents to the Town. The Vendor shall provide an accurate and complete accident/incident report within one (1) Business Day following the date of the accident/incident. The occurrences are to be sent to the Town by the Vendor via email. Should the Vendor fail to meet this standard, respective follow-up action will be required such as, but not limited to: suspensions, decreased requests for service or termination of the Agreement. The Vendor shall also report all major accident/incidents (i.e. an incident where emergency services have been contacted, such as for personal injury, vehicle accident, terrorist acts, acts of crime contrary to federal, provincial or municipal legislation, fires, injuries, disasters, natural or manmade, or anything that could jeopardize safety, and security or life) to the Town’s dispatch immediately by telephone followed by the submission of the required reports. The Vendor shall supply all necessary information and update the Town as the situation changes. A Town staff member may be dispatched to attend the incident. In the event of a major incident, the Vendor shall contact the police prior to contacting the Town’s dispatch.
- 8.6 The Town may conduct Passenger random satisfaction surveys, to determine Passenger satisfaction with the performance of the Vendor(s). On the completion of the Passenger satisfaction survey, the Town will tabulate the Survey questionnaires and meet with the Vendor to discuss the Vendor’s rating and any required follow up action such as, but not limited to: additional training, decreased requests for service, or termination.

ARTICLE 9 – VENDOR REQUIREMENTS

- 9.1 The Vendor must work with the Town to identify patterns of inconsistent schedule times and/or either excessive or insufficient running, boarding and disembarking time, operational issues and problems and to suggest potential improvements to the Service. The Vendor must co-operate with the Town on any new initiatives to improve Service and/or reduce costs.
- 9.2 The Vendor shall attend bi-annual meetings with the Town, and other informal meetings as required. The Vendor’s management, operational and dispatch staff may be required to participate in additional meetings with Town staff, as required.
- 9.3 The Vendor must ensure that all Services are operated on time in accordance with this Agreement, and must perform such other actions as the Town may assign from time to time.
- 9.4 The Vendor shall communicate to the Town, information regarding service performance, scheduled/unscheduled detours, service disruptions, irregularities, serious incidents, accidents, motor vehicle collisions, technology issues and other information required from time-to-time.
- 9.5 The Vendor must respond to all calls from the Town regarding Passenger concerns or complaints regarding Vendor services. The Vendor shall possess the ability to identify and resolve issues and escalate them as required by the Town.
- 9.6 In future, the Town may move to establish an automatic fare payment system such as Presto. In the event of this, the Vendor shall, where applicable:

- (1) collect and protect revenues and operate related equipment in accordance with the provisions of this Agreement;
- (2) report abuse or inappropriate use of fare media to the Town, which shall be investigated by the Town, and charges may be laid;
- (3) change or add to the method of revenue collection and revenue auditing during the duration of this Agreement as identified by the Town.

9.7 The Town will establish fare policies and a fare structure, including transfer agreements. The Town may alter the fare rates from time to time and shall inform the Vendor forthwith. The Town will determine Town fares and will advise the Vendor from time to time, of any changes in the fare rate. The Vendor shall implement such changes.

9.8 The Vendor must ensure that all vehicles and equipment meet the required Ministry of Transportation (MTO) legislative systems and minimum requirements. The Vendor shall ensure that all service vehicles and equipment are maintained at all times in a state of good repair. The Vendor shall ensure that each service vehicle is issued with a MTO Semi-Annual Safety Inspection Number and Validation Date.

9.9 The Vendor shall ensure that each service vehicle shall be roadworthy, in good working order and repair, and kept in a clean condition while providing service under this Agreement.

ARTICLE 10 – VENDOR DRIVER REQUIREMENTS

10.1 Vendor drivers must adhere to the trip origin and destination as specified in the Driver Manifests and acknowledge that any deviations are to be approved in advance by the Vendor's Dispatch based on informing and requesting approval from Town dispatch. For Day Service, the Town will provide Driver Manifests for the following day, subject to change from time to time.

10.2 Vendor drivers shall not deviate from the Driver Manifest without the prior approval of Town's dispatch. Information contained in the Driver Manifests shall be strictly confidential and shall only be used by the Vendor and its employees to conduct services on behalf of the Town. Due to the private nature of the information outlined on the Driver Manifests, Vendor drivers shall treat them as confidential Town documentation and property. Driver Manifests must be disposed of in such a manner that the identities of those Passengers outlined on the Driver Manifests are protected, such as shredding. Any Driver Manifest that is lost or stolen shall be reported to the Town's dispatch immediately.

ARTICLE 11 – VENDOR/SERVICE DRIVER SCOPE OF WORK

11.1 The Vendor shall adhere to the following general service requirements:

- Be familiar with the Town's operating practices, procedures and policies, as amended from time to time;
- Deal in a courteous and professional manner with Passengers at all times;

- While performing work under this Agreement, Vendor service vehicle drivers shall not be in possession, and shall not purchase, consume, or be under the influence of any narcotic, intoxicant (including alcohol), harmful drug, or sedative medication; the consumption or the transporting of any of the above is strictly prohibited;
- Prohibit the consumption of food or beverages by Vendor service vehicle drivers while Passengers are on board;
- Ensure a smoke-free environment is maintained. Vendor service vehicle drivers shall not smoke while inside or near the entrances of the vehicles at any time and shall enforce onboard smoke free policy with all Passengers;
- Effectively communicate verbally in the English language with Passengers and others in the course of duties, and be able to understand written instructions, policies, procedures, and completion of any required written reports and forms;
- Comply with the Ontario Highway Traffic Act and its regulations including, but not limited to, the performance of daily pre-trip recorded inspections;
- Comply with future, Door-to-Door and/or Hand-to-Hand policies which may be implemented to govern service requirements for Passengers with physical and/or cognitive disabilities;
- Allow the carriage of a Service Animal accompanying a person with a disability;
- Ensure that, while in service for the Town, all Passengers and their Support Person, and/or approved Service Animal are transported safely;
- Ensure that Passengers shall not be transferred from one service vehicle to another, except in the event of a vehicle breakdown or when otherwise authorized by the Town;
- Ensure Passengers requiring assistance beyond the service driver's capability are accompanied by a Support Person. Where no Support Person is available at the pick-up point and it is indicated that the Passenger requires a Support Person, the service driver shall not move the service vehicle and shall notify their dispatch who in turn will request further instructions from the Town's dispatch;
- Service drivers are NOT permitted to enter a residence; and
- Service drivers are NOT permitted to unlock or lock the Passenger residence.

11.2 The Vendor shall adhere to the following Pick-up requirements:

- The service vehicle driver shall confirm they have the correct Passenger and verify that the Passenger's name correctly matches the Passenger name as stated on the Driver Manifest;
- If the service vehicle driver arrives late for a pickup, a three (3) minute waiting period shall apply;

- Ensure that all Passengers have the appropriate fare. The Vendor shall not collect any additional remuneration from the Passenger for the cost of the trip and shall not charge a fare for a Support Person for the Passenger(s) who are required to have a Support Person, as indicated on the Driver Manifest; and
- The service vehicle driver shall: assist the Passenger(s) from the accessible building entrance door at the pickup point if required; safely secure the Passenger and Mobility Aid/Device(s); aid the Passenger as needed, and not limited to: buckling and unbuckling of Passenger seatbelt, handling the transportation and securement of a Mobility Aid/Device(s), aiding Passenger to and from the nearest accessible entrance door from pickup to drop-off location; and meeting all requirements with respect to vehicle safety so as to prevent damage to the Mobility Aid/Device(s) or injury to the occupants in the service vehicle.

11.3 The Vendor shall adhere to the following Passenger boarding/during service requirements:

- Where a designated stop is in place, the service vehicle driver will ensure pick-ups and drop-offs are made at these designated locations only;
- Deploy or activate any wheelchair ramp whenever requested to do so by a Passenger and/or the Town;
- Accommodate up to three (3) grocery bags and/or other packages that the Passenger must be able to handle themselves. The service vehicle driver shall ensure that all packages are stowed to ensure Passenger safety;
- Maintain an appropriate environmental climate in the vehicle in relation to heating and air-conditioning;
- Reasonably accommodate any Passenger who engages in disruptive behavior on board a service vehicle and who refuses to comply. The service vehicle driver shall immediately contact the Vendor's dispatch and shall not remove the Passenger from a service vehicle, if the Passenger indicates that he or she does not want to be removed. Town dispatch will contact the Passenger's representative or emergency contact and assume control of the situation, which may include sending Town personnel immediately to the site. The Vendor shall comply with any directives issued by the Town with respect to management of such incidents;
- Ensure all pick-ups and drop-offs are conducted only at pick-up points and drop-off points respectively. Service drivers are not to comply with any Passenger request to change location of their drop-off point without first contacting Vendor dispatch, who will in turn request further instruction from Town dispatch;
- Ensure trips are made without interruption and that service vehicle drivers shall not refuel the service vehicle or pick up food or beverages with Passengers on board or while transporting Passengers; and

- DO NOT leave any Passengers who may appear to be lost or confused, or any Passenger designated as “hand to hand”, alone at any drop-off point. Should there be no person available to accept the Passenger, the service vehicle driver shall contact the Vendor dispatch who in turn shall immediately contact the Town’s dispatch for instruction

11.4 The Vendor shall ensure that Passengers are transported in forward facing positions and that every Passenger and service vehicle driver shall wear a seat belt at all times while performing service under this Agreement. The Vendor shall ensure that all Passengers and Mobility Aid/Devices(s) are secured by the service vehicle driver, in accordance with current regulations and standards.

If a Passenger refuses to wear a seatbelt, the service vehicle driver shall not set the service vehicle in motion. The service vehicle driver shall advise the Vendor’s dispatch who in turn will advise Town dispatch who will determine the appropriate course of action. The service vehicle driver may be required to submit an incident report, at the discretion of the Town. If a Passenger removes a seat belt during a trip, or a seatbelt becomes unfastened during a trip, the service vehicle driver shall immediately pull the service vehicle to a safe location to stop.

11.5 The Vendor’s responsibilities with respect to the supply of Accessible Service Vehicle(s) and Standard Service Vehicles shall include but not necessarily be limited to, the following:

- Provide sufficient dedicated Accessible Service Vehicle(s) and Standard Service Vehicles to meet the Day Service requirements as specified in this Agreement;
- Make available Accessible Service Vehicle (s) and Standard Service Vehicles, for Trip Service (to carry overflow trips that cannot be accommodated on regular service as supplied by the Town);
- All service vehicles shall be equipped with Passenger restraint systems, which comply with Ontario Highway Traffic Act, Regulation 629 and any other applicable regulation or standard;
- Accessible Service Vehicle(s) shall be ramp-equipped and fully accessible to accommodate the following minimum loading configurations: one (1) wheelchair, scooter or other Mobility Aid/Device with three (3) seated ambulatory Passengers;
- Each Passenger seating space shall be adequate for an adult person of average height and weight to be seated without having to contact a forward, lateral or overhead surface;
- Accessible Service Vehicle(s) shall be equipped with the Q-Strait lap and shoulder belt combination wheelchair/scooter securement and Passenger restraint systems, which meet all applicable safety regulations and standards;
- Accessible Service Vehicle(s) ramp shall be equipped with a colour strip that runs its full width, and is high colour-contrasted with its background. The ramp shall also be made of non-slip material; and
- Each Accessible Service Vehicle(s) purchased under this Agreement, shall meet all applicable federal and/or provincial regulations prior to entering service.

- 11.6 The Vendor shall conduct a daily pre-trip inspection on all service vehicle(s) utilized for services contained within this Agreement. The Vendor shall ensure that such service vehicles and defects shall be reviewed and acted upon by a mechanic who will take any corrective action, noting the corrective action taken.
- 11.7 In the event of a service vehicle failure while in service to the Town, the Vendor shall deploy a spare service vehicle to replace the failed service vehicle to ensure the continuation of service. The response time for a vehicle shall not exceed thirty (30) minutes.
- 11.8 The Vendor confirms that all staff employed for services contained within this Agreement have in depth knowledge and the ability to apply to the day-to-day operation systems that comply with all applicable Requirements of Law including but not limited to, the following: *Ontario Highway Traffic Act, Regulation 629; Occupational Health and Safety Act; Passenger Vehicle Act; Commercial Vehicle Operations Registration (CVOR); Accessibility for Ontarians with Disabilities Act (AODA); Town of Halton Hills ActiVan service policies and municipal by-laws, as applicable.*
- 11.9 Vendor training shall emphasize, but not be limited to, the following: *Defensive Driver Presentation, Operating procedures for the provision of the ActiVan service, including but not limited to, schedules, transfer points, No-Shows; Emergency procedures, including but not limited to, Incident/Accident/Motor Vehicle collision report writing; Mobility Aid/Device accommodation instructions on the use of on-board securement and occupant restraint systems such as Q-Straint; Pre and post trip inspections; Operation of wheelchair and scooter, ramps and occupant restraints; Emergency procedures, such as vehicle evacuation, medical and accident situations.*

ARTICLE 12 – INDEMNIFICATION

- 12.1 The Vendor shall, both during and following the expiry or termination of this Agreement, indemnify and save the Town, its officers, directors, employees, agents, Councillors, Chair and representatives harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by, or attributable to, any injury or death of a person, or loss or damage to property, caused or alleged to be caused, by any wilful or negligent act, omission or delay on the part of the Vendor or its employees, contractors, subcontractors, and agents in connection with anything purported to be or required to be provided by or done by the Vendor pursuant to this Agreement or done otherwise in connection with the Program.

ARTICLE 13 – INSURANCE

- 13.1 During the Term of this Agreement, the Vendor is required to maintain and to cause each of its approved subcontractors to maintain in full force and effect and at their own expense, the following insurance coverage(s), as applicable to the Services being provided pursuant to this Agreement and to its business model and operations:

A. A Vendor who is an owner/operator:

- (a) Ontario Automobile Policy including commercial general liability naming the Town of Halton Hills as an additional insured, coverage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) for the Vendor and each and every subcontractor; further, the Vendor and each and every subcontractor's Ontario Automobile Policy must carry endorsements showing:
 - (1) permission to carry Passengers for fare or compensation;
 - (2) coverage being extended to the loading and off-loading of Passengers; and
 - (3) coverage per Ontario Policy Change Form (OPCF) 22 in an amount of not less than FIVE THOUSAND DOLLARS (\$5,000).

B. A Vendor who is a dispatch only (no owned vehicles):

- (a) general liability insurance including bodily injury and death, personal injury, property damage including loss of use thereof, contractual liability, owners' and contractors' protective, products and completed operations and employers' liability, with coverage including the activities and operations conducted by the Vendor and those for whom the Vendor is responsible for in law. These policies will all:
 - (2) be written on an occurrence basis with coverage for any one occurrence or claim of at least TWO MILLION DOLLARS (\$2,000,000);
 - (2) name the Town as additional insured;
 - (3) contain a severability of interests clause and cross liability clauses; and
 - (4) have a deductible amount of not greater than TEN THOUSAND DOLLARS (\$10,000) per incident or occurrence. The Vendor is responsible for payment of any loss or losses within the deductible; and
- (b) in addition the policy shall include or be endorsed to include non-owned automobile liability having a sublimit of not less than TWO MILLION DOLLARS (\$2,000,000) covering the Vendor's operations being provided to the Town.

For a Vendor who is a dispatch only, the Vendor must ensure that each and every subcontractor carry the following:

- (a) Ontario Automobile Policy including liability coverage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) for the Vendor and each and every subcontractor further, the Vendor's and each and every subcontractor's Ontario Automobile Policy must carry endorsements showing:
 - (1) permission to carry Passengers for fare or compensation;
 - (2) coverage being extended to the loading and off-loading of Passengers; and
 - (3) coverage per Ontario Policy Change Form (OPCF) 22 in an amount of not less than FIVE THOUSAND DOLLARS (\$5,000).

- 13.2 All policies of insurance shall be (1) written with an insurer licensed to do business in Ontario; (2) in form and content acceptable to the Town acting reasonably; (3) be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Town; and (4) contain an undertaking by the insurers to notify the Town in writing not less than thirty (30) days before any material change, cancellation, lapse or termination of the policies.

- 13.3 Within seven (7) working days of the Effective Date of this Agreement, and on a yearly basis thereafter, upon the renewal of the Vendor's insurance policies, the Vendor shall provide the Town with a completed Certificate of Insurance evidencing compliance with the policy requirements as detailed above.
- 13.4 Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole option of the Town, forfeiture of this Agreement.

ARTICLE 14 – DISPUTE AND RESOLUTION

- 14.1 In the event of a dispute, the party who wishes to raise the dispute will give notice of the dispute, to the other party. The dispute will be deemed to have arisen on the day that notice is received by the other party. Within five (5) Business Days of the dispute arising, the Representative from each party will meet and attempt to resolve the dispute. If the Representatives fail to resolve the dispute within ten (10) Business Days of that meeting, then either party may pursue any legal option to resolve the dispute.

ARTICLE 15 – NOTICES

- 15.1 Any notice given pursuant to this Agreement will be in writing and addressed to the other party at the address for the other party listed below. Any such notice will be deemed to have been received three (3) Business Days following: (i) deposit with a globally recognized overnight delivery service, all delivery charges pre-paid; or (ii) transmission if sent by facsimile and receipt confirmed by the facsimile machine used. Either party may designate a different address by written notice to the other party given in accordance with this section.

In the case of the Town:

Attention: Maureen Van Ravens, Manager of Transportation
The Town of Halton Hills
1 Halton Hills Drive
Halton Hills, Ontario L7G 5G2
Email: maureenv@haltonhills.ca
Phone: 905-873-2601 ext. 2314
Fax No.: (905) 873-8192

In the case of the Vendor:

To the attention of the name of the Vendor's Representative noted in Schedule 1 (Vendor Information) at the Vendor's business address or facsimile number specified in Schedule 1 (Vendor Information).

ARTICLE 16 – CONFIDENTIAL INFORMATION, MFIPPA

- 16.1 The Vendor shall not divulge or disclose any information, documents or data communicated to or acquired by the Vendor in the course of performing the Services without the prior written consent of the Town, which consent may be unreasonably withheld. No such information, documents or data shall be used by the Vendor for any purpose other than for the purpose of performing the Services, without the prior written consent of the Town, which consent may be unreasonably withheld.
- 16.2 All information that is in the custody or control of the Town is subject to the access provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended or replaced from time to time (“*MFIPPA*”).
- (a) The Town cannot guarantee the confidentiality of any information that is in the custody or control of the Town will be preserved if a request for access to it is made under *MFIPPA*. To the extent permitted under *MFIPPA*, the Town will inform the Vendor of any request made of the Town under *MFIPPA* for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by the Vendor to the Town so that the Vendor will have an opportunity to make representations to the Town with respect to the proposed disclosure.
 - (b) If a request is made to the Town under *MFIPPA* (or such other applicable legislation) for access to records relating to this Agreement, the Town shall inform the Vendor in writing of such request and the Vendor will use commercially reasonable efforts to provide the Town with reports and information, cooperation and assistance, as are reasonably requested by the Town in order to enable the Town to comply with *MFIPPA*.

The obligations contained in this Article shall survive the termination or expiry of this Agreement.

ARTICLE 17 – GENERAL

- 17.1 This Agreement constitutes the complete and exclusive agreement between the parties with respect to its subject matter, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding its subject matter. Should any provision of this Agreement be held to be invalid by a court of competent jurisdiction, then that provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the parties.
- 17.2 The headings used in this Agreement are for convenience of reference only. No provision of this Agreement will be interpreted against any party merely because that party or its legal representative drafted the provision. All remedies are cumulative. Throughout this Agreement, the term “including” or the phrases “e.g.” or “for example” have been used to mean “including, without limitation”.
- 17.3 No term of this Agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in a writing signed by the party waiving enforcement.

- 17.4 The Vendor will not issue any public notice or press release, or otherwise make use of its association with the Town or this Agreement, without the prior written consent of the Town. The Vendor acknowledges and agrees that the Town can issue any public notice or press release, or otherwise make use of its association with the Vendor without the consent of the Vendor for any purposes related to the Program.
- 17.5 Except as expressly provided otherwise in this Agreement, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight provided that the party affected by such failure or delay gives the other party prompt written notice of the cause, and uses reasonable commercial efforts to correct such failure or delay within a reasonable period of time (not to exceed thirty (30) days). Lack of finances shall in no event be deemed to be a cause beyond a party's reasonable control.
- 17.6 Except as set out in this Agreement, this Agreement may be changed only by a written document signed by an authorized signing officer of the Town and an authorized signing officer of the Vendor.
- 17.7 This Agreement shall enure to the benefit and be binding upon the parties and their respective successors and permitted assigns.
- 17.8 All amounts in this Agreement are stated and shall be paid in Canadian currency.
- 17.9 This Agreement is made in, and shall be governed by and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein. Each party hereby irrevocably attorns to and submits to the jurisdiction of the Courts of the Province of Ontario for the conduct of any legal proceedings under, or related to, this Agreement.

IN WITNESS WHEREOF THE PARTIES hereto have caused this Agreement to be duly executed by their respective signing officers as of the Effective Date first above written:

THE TOWN OF HALTON HILLS

Per: _____
Name: Rick Bonnette, Mayor

Per: _____
Name: Suzanne Jones, Clerk and Director of
Legislative Service

Document Execution No. _____
We have authority to bind the Corporation.

Insert Legal Corporate Name of Vendor *(print)*

Insert Name and Position of Authorized Signing Officer *(print)*

Per: _____
Signature of Authorized Signing Officer

Insert Name and Position of Authorized Signing Officer *(print)*

Per: _____
Signature of Authorized Signing Officer

I/We have the authority to bind the Vendor.

SCHEDULE 1 – VENDOR INFORMATION

(Note: By completing and submitting this form to the Town of Halton Hills the Vendor asserts that the information contained within it is accurate and understands that this information will form part of any resulting Accessible Transportation Ad Hoc Program Agreement entered into between The Town of Halton Hills and the Vendor)

GENERAL:

1. **Legal Corporate Name of Vendor** *(Note: This is the name on the incorporation documents, i.e. Articles of Incorporation)*

Registered Business Name of Vendor, if applicable *(Note: This may be the trade name or operating name that the business uses to carry on business with, which is not the same name as a legal corporate name on the incorporation documents)*

2. **Business Address, Telephone and Facsimile Number of Vendor** *(Note: This information will be used for any notices provided pursuant to this Agreement)*

Street Number and Name

Unit Number, if applicable

City

Province

Postal Code

Business Phone Number

Business Fax Number

3. **Vendor's Representative** *(Note: This individual **must have the authority to bind the Vendor** for the purposes of signing contracts and will act as the primary contact person)*

First Name

Last Name

Title

Phone Number

Fax Number

Email Address

4. **Alternative contact person, in case of emergency if Vendor's Representative is not available:**

First Name

Last Name

Title

Phone Number

Fax Number

Email Address _____

5. **Vendor's GST/HST Number:** _____

6. **Vendor's Drivers and Vehicle Taxi Licenses:** *(Note: Must be licensed in Halton Hills. If additional space is required the Vendor shall attach and initial any additional page or pages, as required, to this list)*

	Taxi License Number	Issuing Municipality	Name of Driver
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
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24.			
25.			
26.			
27.			
28.			

	Taxi License Number	Issuing Municipality	Name of Driver
29.			
30.			
31.			
32.			
33.			
34.			
35.			
36.			
37.			
38.			
39.			
40.			

DATED AT _____, THIS ____ DAY OF _____, 20__.

 Insert Legal Corporate Name of Vendor *(print)*

 Insert Name and Position of Authorized Signing Officer *(print)*

Per: _____
 Signature of Authorized Signing Officer

 Insert Name and Position of Authorized Signing Officer *(print)*

Per: _____
 Signature of Authorized Signing Officer

I/We have the authority to bind the Vendor.

SCHEDULE 2 – SERVICES

1. Services provided by the Vendor and made available to program users shall conform in every respect to standard taxi service and, in addition, provide such care and assistance as the nature of the disability of the Program User may reasonably require.
2. The Vendor shall, as part of the Services:
 - (a) assist program users to safely and securely enter and exit from the Accessible Service Vehicle and/or Standard Service Vehicle upon request of the program user;
 - (b) carefully transport in the service vehicle any mobility aid used by the program user and return the aid available for normal use at the end of the trip;
 - (c) ensure that, after alighting from the service vehicle at the destination, the program user, if required, is assisted to the external door at the destination address or otherwise left in a secure place;
 - (d) transport any necessary Support Person of the program user without charge;
 - (e) transport any Companions of the program user at full fare payment as indicated by the Town;
 - (f) transport any service animal which accompanies the program user without charge;
 - (g) monitor proper and authorized use of the Program by program users and report to the Town as soon as possible (i) any persons using or attempting to use the Program, without authorization or entitlement as designated by the Town; (ii) cases of suspected abuse, or fraud or any other situations involving improper or illegal use of the Program; and (iii) provide the Town all records, documents, including dispatcher records, driver records and any other documentation as may be deemed necessary by the Town in connection with the investigation of such situations;
 - (h) accept the Town's ActiVan tickets from program users, in full or partial payment of the meter rate fare for the transportation service provided to the holder of the Ad Hoc Program;
 - (i) not accept any payment for gratuity for services which are included as part of this Agreement;
 - (j) comply with such other requirements of the Program as may be stipulated by the Town from time to time; and
 - (k) comply with all reasonable change requests made by the Town, in writing, to alter, add or delete any of the Services. The Vendor shall comply with all reasonable change requests made by the Town and the performance of such request shall be made in accordance with the terms and conditions of this Agreement. If the Vendor is unable to comply with the change request, it shall notify the Town promptly in writing and provide the reasons for the non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

SCHEDULE 3 – CERTIFICATE OF INSURANCE

As attached

APPENDIX A – ACTIVAN USER GUIDE/POLICIES AND PROCEDURES

ActiVan User Guide

The Town of Halton Hills ActiVan service is a specialized transportation service intended for seniors age 65 and older and persons with disabilities residing within Halton Hills.

Passenger charter

As a passenger, you can expect to:

- Be transported in a safe manner and travel in a clean and well-maintained vehicle by an operator who practices appropriate personal hygiene
- Be treated with courtesy and respect
- Have your calls answered promptly and courteously
- Be picked up on time within the scheduled pick-up window
- Be transported to a safe place if delivery to your original destination is not possible
- Be taken to the first accessible door of your final destination, but not inside
- Expect service that is compliant with the Accessibility for Ontarians with Disabilities Act (AODA)

The responsibilities of a passenger are to:

- Pay the appropriate fare for the service provided
- Follow the User Guide and Policies
- Wear a seatbelt at all times
- Be courteous and considerate of other passengers, drivers and customer service agents
- Practice appropriate personal hygiene
- Be ready during your pick-up window
- Use ActiVan Services responsibly to ensure that the service is available to everyone

Booking your ride with ActiVan

ActiVan booking office operates five days a week; Monday to Friday, from 8:30 a.m. to 4:30 p.m. ActiVan transportation services and the ActiVan booking office do not operate during statutory holidays.

Bookings must be completed 48 hours prior to travel to ensure a scheduled pick-up time. Trips may be booked as early as two weeks in advance.

If you require spontaneous travel, all ActiVan clients are eligible for the taxi scrip program. More information can be found on our website or through the ActiVan booking office.

Please have the following details ready when booking:

- The exact date and time you wish to travel; both pick-up and return
- The exact address of your destination
- Number of companions travelling with you. Note, ActiVan Services allows one caregiver free of charge for travel to aid the registered rider
- The type of mobility aid(s) you currently use (e.g. a walker)

Rides booked in advance are guaranteed, however your pick-up window may change due to vehicle availability.

Clients are able to travel anywhere within Halton Hills during service hours: Monday through Sunday 7:00 a.m. until 11:00 p.m.

Subscription ride (recurring trips)

A subscription ride is a recurring trip that you take on a regular basis (for example: to school, work or other recurring event). Please call to arrange automated bookings for subscription rides. ***Note: subscription rides are all cancelled during statutory holidays**

Same day trip and standby ride

To request or change a same day trip, please call ActiVan during normal office hours. These trips are subject to availability and are not guaranteed. Clients will receive a confirmation call if their ride can be accommodated.

Travelling outside Halton Hills

You can travel beyond Halton Hills borders and continue your trip with any Halton Hills ActiVan participating taxi service. The participating taxi company will bring you to the border of Halton Hills. Once the driver reaches the Town's boundary, the driver will then turn the meter on and charge you the full rate of travel from the border of Halton Hills until you reach your destination. Please consult our website or call us for more information about these out of boundary trips.

Preparing for your ride

- Your pick-up window is a 20 minute time frame in which your ActiVan vehicle will arrive. The ActiVan may arrive 10 minutes prior to your scheduled pick up time or may arrive up to 10 minutes after your scheduled pick up time
- Customers must be ready and waiting for their pick-up 10 minutes prior to their scheduled pick up time at the nearest accessible entrance
- Your ride may arrive at any time during the pick-up window, please be prepared to wait up to 20 minutes
- Rides are not considered late until 10 minutes after your scheduled pick-up time
- Be waiting in an area in which you are visible to our drivers and are able to watch for them to arrive.

During travel

- Drivers are not required to call your apartment, knock on your door or ring your doorbell
- When you arrive at your destination, the driver will help you off the vehicle and escort you to the nearest accessible door (but not inside)
- For your return trip, please wait at the same location as your initial drop off (unless instructed otherwise)

Important note: ActiVan aims to accommodate as many clients as possible. As a result, **you may be on a vehicle for up to 90 minutes**. This time may increase if you are travelling:

- A long distance, during peak hours or during inclement weather

Please bring medication and other necessities for your trip in case of delays.

Inclement weather policy

During inclement weather, a delay or cancellation of the ActiVan service may be necessary. Up-to-date information regarding trips delays or cancellations will be posted on the Town of Halton Hills website www.haltonhills.ca In addition; clients may call 905-702-6435 for further information.

Important rules and safety tips when riding with ActiVan

- There is a No Scent Policy on all ActiVan vehicles. Please do not wear perfume or cologne
- For your safety, if travelling in a scooter, you will be required to transfer from your scooter to a seat
- A seatbelt is to be worn at all times
- Tell the driver if you feel ill or uncomfortable
- There is a maximum four bag limit which must be carried by yourself or your support person. Shopping bags cannot be left on board vehicles between trips
- Drivers are not required to carry groceries or parcels; groceries and parcels must be carried by yourself or your support person
- You should note the building closing times to ensure you have shelter in case of delays or inclement weather
- Please be aware that drivers will not lift or carry clients or mobility aids
- Driveways, pathways and stairs must be clear of snow and ice for the safety of the clients and the driver
- Drivers are not permitted to enter a client's place of residence
- Drivers cannot make unscheduled stops
- Wheelchairs and scooters are required to have functioning brakes

Fares and Payments

- Monday to Friday = one ticket each way (equivalent to \$3) between the hours of 7:30 a.m. and 6:00 p.m.
- Monday to Friday After hours (between 5:00 p.m. to 11:00 p.m.) = one ticket + \$1 each way (equivalent to \$4)
- Weekends = one ticket + \$1 each way (equivalent to \$4)

All clients are responsible for maintaining their ActiVan accounts and ensuring they are appropriately funded.

*No show and late cancellations (three hours prior to travel) will be marked as an unpaid trip. You will be responsible for repayment to maintain an up-to-date account balance. Owing balances can be made to a driver on your next scheduled trip with ActiVan Services.

Customers with repeated "no-show" violations (more than three in one month) will have their eligibility privileges reviewed, which may result in a suspension of services. If you are late for your ride, call the booking office, however it may take up to three hours for another ride to arrive.

Ticket Purchase Locations:

Town of Halton Hills

Civic Centre Corporate Services

1 Halton Hills Drive, Halton Hills

Halton Hills Active Living Centre

416 Queen Street East, Acton

318 Guelph Street East, Georgetown

Halton Hills Public Library

17 River Street, Acton branch

9 Church Street, Georgetown branch

Robert C. Austin Operations Centre

11620 Trafalgar Road, Halton Hills

Links2Care

47 Mill Street East, Acton

Georgetown Marketplace - Fred's Lotto

280 Guelph Street, Georgetown (ticket kiosk)

Gellert Community Centre

10241 Eighth Line, Georgetown

Frequently Asked Questions

What happens if I miss my ride?

If the ActiVan vehicle arrived at your pick-up location when you were not there, your ride will be considered a “no-show” and you will owe for that fare. If you still require a ride, please call the ActiVan booking office. It may take up to three hours to dispatch another available vehicle.

Why am I charged for a “no-show” or late cancellation?

We do understand there are circumstances in which late cancellations are inevitable. However, we need everyone’s cooperation for our service to run smoothly. When you cancel, are late or a “no-show”, there are clients who could have used your ride that could not be accommodated.

What if my ride does not show up?

Please contact the ActiVan booking office if your ride has not arrived after the 20 minute pick-up window has passed.

What if my ActiVan registration has been suspended?

Activan policies will be addressed through written warnings prior to discontinuing use of the program. If your privileges have been suspended you may mail in a written appeal to the Appeals Committee for review. All appeal requests can be mailed to:

*ActiVan Services
ATT: Appeals Committee
1 Halton Hills Drive
Georgetown Ontario
L7G 5G2*

Once your appeal has been reviewed by the committee, you will then be given an appointment time to appeal your case in front of committee members. Continuation of your registration will be based on the decision of the Appeals Committee members.

Safety, Emergency Preparedness and Response

The following section outlines the emergency preparedness and response policies to help ensure the safety of our passengers for ActiVan Accessible Transit.

Bus maintenance and emergency equipment

All ActiVan vehicles are maintained to a high standard that meets or exceeds the Ministry of Transportation Guidelines. All vehicles are equipped with:

- Radio access to a transit coordinator at all times
- Fire extinguishers
- Emergency first aid kits
- Emergency reflectors to safely divert traffic in the event of breakdowns or accidents

ActiVan operators conduct a daily inspection on every bus before it is put in service for the day. The pre-trip identifies any operating defects and includes an inspection of the condition of passenger seats, floors, handrails, the audio announcement system, and a confirmation that accessible equipment (e.g. straps, harnesses) are present and functioning.

Emergency situations

ActiVan is committed to providing safe conditions for our passengers. An emergency can happen at any time. While no one can control weather conditions, unexpected vehicle breakdowns, accidents or passenger illnesses, ActiVan operators are trained and prepared for these possibilities. Operators will make first aid kits available for use; however, they are not required or expected to administer first aid. The following situations have been identified as risks based on the most probable emergency situations that may be encountered.

Vehicle breakdowns and unavoidable stops

In the event of a mechanical malfunction or vehicle breakdown, if possible, the vehicle will be safely guided onto the right shoulder or into a parking area. The ActiVan Coordinator/dispatch will be notified immediately by the operator. If the vehicle is unable to continue, another vehicle will be sent to the designated location. In the interim, the operator will advise passengers to remain on the bus unless it is unsafe to do so. The ActiVan operator will work to ensure passenger safety at all times.

Vehicle accidents and personal injury

The best time to think about an emergency procedure is before an emergency occurs. While each emergency is unique, it is important to know beforehand what to do to avoid panic or poor judgment. The safety of passengers and the public is an operator's first consideration. Operators are trained to exercise constant vigilance to prevent injury and to practice defensive driving at all times. In no case will the operator leave an injured person unattended.

If involved in an accident, the bus operator will:

- Stop immediately in as safe location as possible
- Put on hazard lights and set parking brake
- Determine status of passengers and the vehicle. If the passengers and the vehicle are in stable condition, passengers are required to remain in the vehicle
- Call 911 if personal injury occurs or if evacuation assistance is required
- Advise 911 operator if disabled passengers are on board who require special assistance
- Notify dispatch or supervisor
- Provide access to the first aid kit if applicable
- Put out reflective triangles and/or pylons about 30 meters from the front and rear of the vehicle
- Remain at the scene and wait for emergency personnel to arrive

TAXI SCRIP PROGRAM AGREEMENT

THIS AGREEMENT, made in duplicate, for the Town of Halton Hills ActiVan Taxi Scrip Program, effective as of the _____ day of _____, 20____ (the "Effective Date").
(day) (month) (year)

BETWEEN:

TOWN OF HALTON HILLS

(the "Town")

- and -

INSERT LEGAL CORPORATE NAME

(the "Vendor")

WHEREAS the Town has instituted a Taxi Scrip (the "Program") as part of its transportation services for persons with disabilities, seniors age 65 and older and youth (ages 13 to 19) living in the municipal boundaries of Halton Hills;

AND WHEREAS the Program uses the transportation services available from licensed taxi vendors operating in the Town;

AND WHEREAS the Vendor is willing and qualified to provide the taxi transportation services required by the Town under the Program, for persons with disabilities, seniors and youth who are eligible and registered to participate in the Program;

AND WHEREAS the Town and the Vendor have entered into this Agreement for the purpose of outlining the terms and conditions governing the Vendor's participation in the Program;

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

ARTICLE 1 – INTERPRETATION

1.01 When used in this Agreement, the following words or expressions have the following meanings:

"Agreement" means the sections and schedules of this Taxi Scrip Program Agreement as amended from time to time and such other documents as are expressly incorporated by reference into this Taxi Scrip Program Agreement;

"Business Day" or **"Business Days"** means Monday to Friday, inclusive, other than a day that is observed as a statutory or civic holiday by the Town;

“License” or “Licenses” means a Taxi Vehicle License or Licenses;

“Program” means the Town’s Taxi Scrip Program which provides transportation services to Program Users and allows Program Users to call participating taxi companies directly to personally book their transportation;

“Program User” or “Program Users” means a person or persons with disabilities, seniors or youth who have applied to participate in the Program and who the Town has identified as eligible to participate in the Program as registered users of the Program;

“Representative” in the context of the Vendor means the Vendor’s representative specified in Schedule 1 (Vendor Information) of this Agreement or his or her designate who will act as the primary contact person for the purposes of this Agreement, and in the context of the Town means the Manager of Transportation or his or her designate who will act as the primary contact person for the purposes of this Agreement;

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all authorities that now or at any time hereafter may be applicable to either this Agreement or the Services or any part of them;

“Services” means the transportation services required by the Town under the Program to be provided by the Vendor to Program Users as more particularly described in Schedule 2 (Services); and

“Taxi Scrip” means the Taxi Scrip purchased by Program Users from the Town to be used in full or partial payment for the Services rendered by the Vendor.

ARTICLE 2 – TERM AND TERMINATION

- 2.1 The term of this Agreement will commence on the Effective Date above for one (1) year with five one (1) year options to renew based on successful service levels and will continue until otherwise terminated in accordance with the provisions of this Agreement (the “Term”).
- 2.2 The Town may terminate this Agreement immediately on written notice to the Vendor, if the Vendor: (i) ceases to carry on business in the normal course, makes a general assignment for the benefit of creditors, or becomes subject to any proceeding for liquidation, insolvency or the appointment of a receiver; or (ii) is in material default of any provision of this Agreement that is not cured or addressed to the satisfaction of the Town (acting reasonably) within twenty (20) Business Days following the Vendor’s receipt of written notice of the default from the Town.
- 2.3 Each party reserves the right, in its sole discretion, to terminate this Agreement without cause and without any liability, cost or penalty upon sixty (60) Business Day prior written notice to the other party.
- 2.4 The Town shall only be responsible for the payment of the Taxi Scrip received from the Vendor for the Services provided under this Agreement up to and including the effective date of any termination.

ARTICLE 3 – RELATIONSHIP BETWEEN TOWN AND VENDOR, CHANGE OF CONTROL, CONFLICT OF INTEREST

- 3.1 The Vendor represents that the Vendor's Representative has the authority to legally bind the Vendor to the extent permissible by the Requirements of Law.
- 3.2 The Vendor shall have no power or authority to bind the Town or to assume or create any obligation or responsibility, express or implied, on behalf of the Town. The Vendor shall not hold itself out as an agent, partner or employee of the Town. Nothing in this Agreement shall have the effect of creating an employment, partnership or agency relationship between the Town and the Vendor or any of the Vendor's directors, officers, employees, agents, partners, affiliates or volunteers.
- 3.3 The Vendor has the overall responsibility for the provision of the Services described in this Agreement to the Town, and the Vendor agrees that it is responsible and liable for its own acts and the acts or omissions of its directors, officers, employees, agents, partners, affiliates and volunteers within the scope and course of their duties with respect to the provision of the Services as if they were the Vendor's own acts or omissions.
- 3.4 The Vendor shall not subcontract or assign the whole or any part of this Agreement or any monies due under to any subcontractor without the prior written consent of the Town. Such consent shall be in the sole discretion of the Town and subject to the terms and conditions that may be imposed by the Town. Without limiting the generality of the conditions that the Town may require prior to consenting to the Vendor's use of any subcontractor, every contract entered into by the Vendor with the subcontractor shall adopt all of the terms and conditions of this Agreement as far as applicable to those parts of the Services provided by the subcontractor. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or its employee and the Town.
- 3.5 In the event that the Vendor undergoes a change in control the Vendor shall immediately disclose such change in control to the Town and shall comply with any terms and conditions subsequently prescribed by the Town in response to the disclosure.
- 3.6 The Vendor represents and declares that no member, officer, employee of the Town or Council has or will have an interest, directly or indirectly, in the performance of this Agreement or in the Services or business in connection with the said Agreement, or in any portion of the profits thereof, or in any monies to be derived therefrom. The Vendor shall:
 - (a) avoid any conflict of interest in the performance of its contractual obligations under this Agreement;
 - (b) disclose without delay any actual potential conflict of interest that arises during the performance of its contractual obligations under this Agreement; and
 - (c) comply with any requirements prescribed by the Town to resolve any conflict of interest.
- 3.7 In addition to any other contractual rights or remedies available at law or in equity, the Town may, at its sole and absolute discretion, immediately terminate this Agreement upon giving notice to the Vendor where:
 - (a) the Vendor fails to disclose an actual or potential conflict of interest;

- (b) the Vendor fails to comply with any requirements prescribed by the Town to resolve a conflict of interest; or
- (c) the Vendor's conflict of interest cannot be resolved.

This paragraph shall survive any termination or expiry of this Agreement.

ARTICLE 4 – SERVICES AND SERVICE VOLUMES

- 4.1 The Vendor agrees to provide to the Town the Services described in Schedule 2 (Services) or elsewhere in this Agreement in accordance with the terms and conditions set forth in this Agreement.
- 4.2 The Vendor acknowledges that it is providing the Services to the Town on a non-exclusive basis. The Town makes no representations regarding the volume of Services required under this Agreement. The Town reserves the right to contract with other parties for the same or similar Services as those provided by the Vendor and reserves the right to obtain the same Services internally.

ARTICLE 5 – PERFORMANCE BY VENDOR

- 5.1 The Vendor hereby represents and warrants to the Town that:
 - (a) the Services shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations, with the required accessibility training for assisting persons with disabilities, and all Services will be provided in accordance with: (a) this Agreement; (b) taxi industry standards; and (c) the Requirements of Law. If any of the Services, in the opinion of the Town, are inadequately provided or require corrections, the Vendor shall forthwith make the necessary corrections at its own expense as specified by the Town in a rectification notice;
 - (b) all information provided to the Town in connection with the Vendor's application to participate in the Program is accurate and true;
 - (c) the vehicle taxi license numbers and issuing municipality information provided to the Town by the Vendor in Schedule 1 (Vendor Information) are valid, up-to-date and in good standing; and
 - (d) the information provided to the Town by the Vendor respecting the Vendor's drivers and vehicle taxi license numbers as listed in Schedule 1 (Vendor Information) is a complete list of the drivers that will be used by the Vendor to perform the Services. The Vendor must advise the Town's Representative immediately in writing of any changes to Schedule 1 (Vendor Information). In accordance with section 3.4 of this Agreement, the Town must provide its prior written consent prior to the Vendor's use of any subcontractors or change to its subcontractors.

- 5.2 The Town, either by its own staff, or by an authorized inspector appointed by the Town, shall have the right to inspect the Vendor's operating and maintenance records as they relate to the provision of the Services. These inspections may be conducted during normal business hours, when possible. The Vendor shall provide adequate cooperation to Town staff or the inspector appointed by the Town to permit the staff, or the inspector, to determine the Vendor's conformity with the requirements prescribed by this Agreement and the adequacy of the Services being provided. All inspections by the Town shall be conducted in a manner that does not interfere with the Vendor's ability to perform its obligations under this Agreement.
- 5.3 The Vendor during the Term of this Agreement shall:
- (a) obtain, at its own cost and expense, and keep in good standing all licenses and permits that are required under all applicable Federal, Provincial and Municipal laws, by-laws and regulations for the conduct of its business and the provision of the Services;
 - (b) comply with all applicable laws and by-laws related to the provision of the Services including without limitation, the *Ontarians with Disabilities Act, 2001*, the *Accessibility for Ontarians with Disabilities Act, 2005*, the *Workplace Safety Insurance Act, 1997* (Ontario), the *Occupational Health and Safety Act* (Ontario), and the *Human Rights Code* (Ontario), as amended or replaced from time to time. Any breach or breaches of any applicable laws or by-laws, whether by the Vendor or any of its subcontractors or agents, may result in the immediate termination of this Agreement;
 - (c) immediately advise the Town in writing of any changes required to any of the Vendor information specified in Schedule 1 (Vendor Information);
 - (d) provide to the Town's Representative annually, prior to the anniversary date of the Effective Date of this Agreement, a new fully completed Schedule 1 (Vendor Information);
 - (e) provide to the Town's Representative annually, its current policy of insurance in accordance with section 8.3 of this Agreement; and
 - (f) comply with any information requests received from the Town's Representative relating to the Services.

ARTICLE 6 – PAYMENT FOR SERVICES AND AUDIT

- 6.1 All payment invoices for reimbursement shall be mailed by the Vendor to the following address:

Attention: ActiVan Services

The Town of Halton Hills
Robert C Austin Operations Centre
11620 Trafalgar Road
Halton Hills, Ontario
L7G 4S4

- 6.2 The Town shall, subject to the Vendor's compliance with the provisions of this Agreement, reimburse the Vendor for the Services provided on a monthly basis, based on the amount of original Taxi Scrip vouchers submitted by the Vendor to the Town for reimbursement, in accordance with the following billing and payment process:
- (a) the Vendor shall provide the Town with a monthly payment invoice, no later than fifteen (15) Business Days after the end of each month and that invoice shall include (i) detailed information with respect to all trips for which Taxi Scrip vouchers were used as payment by the Program User; and (ii) the total value received by the Vendor for payment of the Services, with any applicable taxes identified as separate items;
 - (b) the Town shall approve or reject the invoice within fifteen (15) Business Days of receipt of the statement and in the event that the Town rejects the invoice, it shall so advise the Vendor promptly in writing and the Vendor shall provide additional information as required by the Town to substantiate the invoice;
 - (c) each invoice is subject to the approval of the Town before any payment is released, and payment shall be made within thirty (30) Business Days of such approval; and
 - (d) payments for invoices approved by the Town will be made to the Vendor by the Town by way of cheque.
- 6.3 For seven (7) years following either the end of the term, or any earlier date of termination, of this Agreement, the Vendor shall maintain all necessary records to substantiate (a) all requests for reimbursement and payments under this Agreement, and (b) that the Services were provided in accordance with this Agreement and with the Requirements of Law. During the term of this Agreement, and for seven (7) years following either the end of the term, or any earlier date of termination, of this Agreement, the Vendor shall permit and assist the Town in conducting audits of the operations of the Vendor to verify (a) and (b) above. The Town shall provide the Vendor with at least ten (10) Business Days' prior notice of its requirement for such audit. The Vendor's obligations under this paragraph shall survive any termination or expiry of this Agreement.

ARTICLE 7 – INDEMNIFICATION

- 7.1 The Vendor shall, both during and following the expiry or termination of this Agreement, defend, indemnify and save harmless the Town, its officers, directors, employees, agents, Councillors, Chair and representatives harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by, or attributable to, any injury or death of a person, or loss or damage to property, caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Vendor or its employees, contractors, subcontractors, and agents in connection with anything purported to be or required to be provided by or done by the Vendor pursuant to this Agreement or done otherwise in connection with the Program.

ARTICLE 8 – INSURANCE

- 8.1 During the Term of this Agreement, the Vendor is required to maintain and to cause each of its approved subcontractors to maintain in full force and effect and at their own expense, the following insurance coverage(s), as applicable to the Services being provided pursuant to this Agreement and to its business model and operations:

A. A Vendor who is an owner/operator:

- (a) Ontario Automobile Policy including commercial general liability naming the Town of Halton Hills as an additional insured, coverage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) for the Vendor and each and every subcontractor; further, the Vendor and each and every subcontractor's Ontario Automobile Policy must carry endorsements showing:
 - (1) permission to carry Passengers for fare or compensation;
 - (2) coverage being extended to the loading and off-loading of Passengers; and
 - (3) coverage per Ontario Policy Change Form (OPCF) 22 in an amount of not less than FIVE THOUSAND DOLLARS (\$5,000).

B. A Vendor who is a dispatch only (no owned vehicles):

- (a) general liability insurance including bodily injury and death, personal injury, property damage including loss of use thereof, contractual liability, owners' and contractors' protective, products and completed operations and employers' liability, with coverage including the activities and operations conducted by the Vendor and those for whom the Vendor is responsible for in law. These policies will all:
 - (1) be written on an occurrence basis with coverage for any one occurrence or claim of at least TWO MILLION DOLLARS (\$2,000,000);
 - (2) name the Town as additional insured;
 - (3) contain a severability of interests clause and cross liability clauses; and
 - (4) have a deductible amount of not greater than TEN THOUSAND DOLLARS (\$10,000) per incident or occurrence. The Vendor is responsible for payment of any loss or losses within the deductible; and
- (b) in addition the policy shall include or be endorsed to include non-owned automobile liability having a sublimit of not less than TWO MILLION DOLLARS (\$2,000,000) covering the Vendor's operations being provided to the Town.

For a Vendor who is a dispatch only, the Vendor must ensure that each and every subcontractor carry the following:

- (a) Ontario Automobile Policy including liability coverage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) for the Vendor and each and every subcontractor further, the Vendor's and each and every subcontractor's Ontario Automobile Policy must carry endorsements showing:
 - (1) permission to carry Passengers for fare or compensation;
 - (2) coverage being extended to the loading and off-loading of Passengers; and
 - (3) coverage per Ontario Policy Change Form (OPCF) 22 in an amount of not less than FIVE THOUSAND DOLLARS (\$5,000).

- 8.2 All policies of insurance shall be (1) written with an insurer licensed to do business in Ontario; (2) in form and content acceptable to the Town acting reasonably; (3) be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Town; and (4) contain an undertaking by the insurers to notify the Town in writing not less than thirty (30) days before any material change, cancellation, lapse or termination of the policies.

- 8.3 Within seven (7) working days of the Effective Date of this Agreement, and on a yearly basis thereafter, upon the renewal of the Vendor's insurance policies, the Vendor shall provide the Town with a completed Certificate of Insurance evidencing compliance with the policy requirements as detailed above.
- 8.4 Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole option of the Town, forfeiture of this Agreement.

ARTICLE 9 – DISPUTE RESOLUTION

- 9.1 In the event of a dispute, the party who wishes to raise the dispute will give notice of the dispute (in accordance with Article 10), to the other party. The dispute will be deemed to have arisen on the day that notice is received by the other party. Within five (5) Business Days of the dispute arising, the Representative from each party will meet and attempt to resolve the dispute. If the Representatives fail to resolve the dispute within ten (10) Business Days of that meeting, then either party may pursue any legal option to resolve the dispute.

ARTICLE 10 – NOTICES

- 10.1 Any notice given pursuant to this Agreement will be in writing and addressed to the other party at the address for the other party listed below. Any such notice will be deemed to have been received three (3) Business Days following: (i) deposit with a globally recognized overnight delivery service, all delivery charges pre-paid; or (ii) transmission if sent by facsimile and receipt confirmed by the facsimile machine used. Either party may designate a different address by written notice to the other party given in accordance with this section.

In the case of the Town:

Attention: Maureen Van Ravens, Manager of Transportation
The Town of Halton Hills
1 Halton Hills Drive
Halton Hills, Ontario L7G 5G2
Email: maureenv@haltonhills.ca
Phone: 905-873-2601 ext. 2314
Fax No.: (905) 873-8192

In the case of the Vendor:

To the attention of the name of the Vendor's Representative noted in Schedule 1 (Vendor Information) at the Vendor's business address or facsimile number specified in Schedule 1 (Vendor Information).

ARTICLE 11 – CONFIDENTIAL INFORMATION, MFIPPA

- 11.1 The Vendor shall not divulge or disclose any information, documents or data communicated to or acquired by the Vendor in the course of performing the Services without the prior written consent of the Town, which consent may be unreasonably withheld. No such information, documents or data shall be used by the Vendor for any purpose other than for the purpose of

performing the Services, without the prior written consent of the Town, which consent may be unreasonably withheld.

- 11.2 All information that is in the custody or control of the Town is subject to the access provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O., c. M.56, as amended or replaced from time to time (“*MFIPPA*”).
- (a) The Town cannot guarantee the confidentiality of any information that is in the custody or control of the Town will be preserved if a request for access to it is made under *MFIPPA*. To the extent permitted under *MFIPPA*, the Town will inform the Vendor of any request made of the Town under *MFIPPA* for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by the Vendor to the Town so that the Vendor will have an opportunity to make representations to the Town with respect to the proposed disclosure.
 - (b) If a request is made to the Town under *MFIPPA* (or such other applicable legislation) for access to records relating to this Agreement, the Town shall inform the Vendor in writing of such request and the Vendor will use commercially reasonable efforts to provide the Town with reports and information, cooperation and assistance, as are reasonably requested by the Town in order to enable the Town to comply with *MFIPPA*.

The obligations contained in this Article shall survive the termination or expiry of this Agreement.

ARTICLE 12 – GENERAL

- 12.1 This Agreement constitutes the complete and exclusive agreement between the parties with respect to its subject matter, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding its subject matter. Should any provision of this Agreement be held to be invalid by a court of competent jurisdiction, then that provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the parties.
- 12.2 The headings used in this Agreement are for convenience of reference only. No provision of this Agreement will be interpreted against any party merely because that party or its legal representative drafted the provision. All remedies are cumulative. Throughout this Agreement, the term “including” or the phrases “e.g.” or “for example” have been used to mean “including, without limitation”.
- 12.3 No term of this Agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in a writing signed by the party waiving enforcement.
- 12.4 The Vendor will not issue any public notice or press release, or otherwise make use of its association with the Town or this Agreement, without the prior written consent of the Town. The Vendor acknowledges and agrees that the Town can issue any public notice or press release, or otherwise make use of its association with the Vendor without the consent of the Vendor for any purposes related to the Program.
- 12.5 Except as expressly provided otherwise in this Agreement, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its

reasonable control that could not have been avoided by the exercise of reasonable foresight provided that the party affected by such failure or delay gives the other party prompt written notice of the cause, and uses reasonable commercial efforts to correct such failure or delay within a reasonable period of time (not to exceed thirty (30) days). Lack of finances shall in no event be deemed to be a cause beyond a party's reasonable control.

- 12.6 Except as set out in this Agreement, this Agreement may be changed only by a written document signed by an authorized signing officer of the Town and an authorized signing officer of the Vendor.
- 12.7 This Agreement shall enure to the benefit and be binding upon the parties and their respective successors and permitted assigns.
- 12.8 All amounts in this Agreement are stated and shall be paid in Canadian currency.
- 12.9 This Agreement is made in, and shall be governed by and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein. Each party hereby irrevocably attorns to and submits to the jurisdiction of the Courts of the Province of Ontario for the conduct of any legal proceedings under, or related to, this Agreement.

IN WITNESS WHEREOF THE PARTIES hereto have caused this Agreement to be duly executed by their respective signing officers as of the Effective Date first above written:

THE TOWN OF HALTON HILLS

Per: _____
Name: Rick Bonnette, Mayor

Per: _____
Name: Suzanne Jones, Clerk and Director of Legislative Service

Document Execution No. _____
We have authority to bind the Corporation.

Insert Legal Corporate Name of Vendor *(print)*

Insert Name and Position of Authorized Signing Officer *(print)*

Per: _____
Signature of Authorized Signing Officer

Insert Name and Position of Authorized Signing Officer *(print)*

Per: _____
Signature of Authorized Signing Officer

I/We have the authority to bind the Vendor.

SCHEDULE 1 – VENDOR INFORMATION

(Note: By completing and submitting this form to the Town of Halton Hills the Vendor asserts that the information contained within it is accurate and understands that this information will form part of any resulting Taxi Scrip Program Agreement entered into between The Town of Halton Hills and the Vendor)

GENERAL:

1. **Legal Corporate Name of Vendor** *(Note: This is the name on the incorporation documents, i.e. Articles of Incorporation)*

Registered Business Name of Vendor, if applicable *(Note: This may be the trade name or operating name that the business uses to carry on business with, which is not the same name as a legal corporate name on the incorporation documents)*

2. **Business Address, Telephone and Facsimile Number of Vendor** *(Note: This information will be used for any notices provided pursuant to this Agreement)*

Street Number and Name

Unit Number, if applicable

City

Province

Postal Code

Business Phone Number

Business Fax Number

3. **Vendor's Representative** *(Note: This individual **must have the authority to bind the Vendor** for the purposes of signing contracts and will act as the primary contact person)*

First Name

Last Name

Title

Phone Number

Fax Number

Email Address

4. **Alternative contact person, in case of emergency if Vendor's Representative is not available:**

First Name

Last Name

Title

Phone Number

Fax Number

Email Address _____

5. **Vendor's GST/HST Number:** _____

6. **Vendor's Drivers and Vehicle Taxi Licenses:** *(Note: Must be licensed in Halton Hills. If additional space is required the Vendor shall attach and initial any additional page or pages, as required, to this list)*

	Taxi License Number	Issuing Municipality	Name of Driver
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			

	Taxi License Number	Issuing Municipality	Name of Driver
29.			
30.			
31.			
32.			
33.			
34.			
35.			
36.			
37.			
38.			
39.			
40.			

DATED AT _____, THIS ____ DAY OF _____, 20__.

Insert Legal Corporate Name of Vendor *(print)*

Insert Name and Position of Authorized Signing Officer *(print)*

Per: _____
 Signature of Authorized Signing Officer

Insert Name and Position of Authorized Signing Officer *(print)*

Per: _____
 Signature of Authorized Signing Officer

I/We have the authority to bind the Vendor.

SCHEDULE 2 – SERVICES

1. Services provided by the Vendor and made available to program users shall conform in every respect to standard taxi service and, in addition, provide such care and assistance as the nature of the disability of the program user may reasonably require.
2. The Vendor shall, as part of the Services:
 - (a) assist program users to safely and securely enter and exit from the taxi vehicle upon the request of the program user;
 - (b) carefully transport in the taxi vehicle any mobility aid used by the program user and return the aid available for normal use at the end of the trip;
 - (c) ensure that after alighting from the taxi vehicle at the destination the program user, if required, is assisted to the external door at the destination address or otherwise left in a secure place;
 - (d) transport any necessary companions or assistants of the program user up to the maximum capacity of the taxi vehicle without charge;
 - (e) transport any service animal which accompanies the program user without charge;
 - (f) provide the Services at the current meter rate fare lawfully charged by the Vendor in the ordinary course of business to other taxi customers;
 - (g) monitor proper and authorized use of the Program by program users and report to the Town as soon as possible (i) any persons using or attempting to use the Program, without authorization or entitlement as designated by the Town; (ii) cases of suspected abuse, or fraud or any other situations involving improper or illegal use of the Program or Taxi Scrip; and (iii) provide the Town all records, documents, including dispatcher records, driver records and any other documentation as may be deemed necessary by the Town in connection with the investigation of such situations;
 - (h) accept the Town's Taxi Scrip from program users presenting to the Vendor a valid Taxi Scrip ID Card issued by the Town bearing an identification number, in full or partial payment of the meter rate fare for the transportation service provided to the holder of the Taxi Scrip ID Card;
 - (i) require its taxi drivers to obtain the following information from program users and to record it on the supplied monthly invoice:
 - (i) date trip provided;
 - (ii) Program user's ID number and expiry date;
 - (iii) Pick-up and drop-off location
 - (iv) confirmation of whether or not a wheelchair accessible cab was used for the trip [Y (yes) N (no)]?

- (j) not accept the Town's Taxi Scrip for payment of the gratuity or any services which are not included as part of the meter rate fare;
- (k) ensure that the Vendor's current meter rate fare is consistent with the Requirements of Law;
- (l) make its taxi services available to program users, 365 (366 in a leap year) days a year, 24 hours a day, seven days a week, including statutory holidays;
- (m) comply with such other requirements of the Program as may be stipulated by the Town from time to time; and
- (n) comply with all reasonable change requests made by the Town, in writing, to alter, add or delete any of the Services. The Vendor shall comply with all reasonable change requests made by the Town and the performance of such request shall be made in accordance with the terms and conditions of this Agreement. If the Vendor is unable to comply with the change request, it shall notify the Town promptly in writing and provide the reasons for the non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

SCHEDULE 3 – CERTIFICATE OF INSURANCE

As attached

Collisions involving a pedestrian

If involved in a collision with a pedestrian the operator will:

- Remain at scene of the collision and provide assistance
- Contact emergency contacts
- Provide aid to those involved in the incident and to anyone sustaining an injury or loss
- Provide any needed information upon request from a police officer

Vehicle fire

At the first indication of fire on the vehicle, the operator will proceed as follows:

- Pull over to a safe location, stop the vehicle immediately, open all doors, shut off the engine and contact dispatch to request emergency services assistance
- Advise passengers that emergency services have been notified and instruct passengers who do not require assistance to deboard in an orderly manner
- Assist passengers with disabilities to deboard; if necessary, solicit help from other passengers
- Evacuation of vehicle is not necessary unless there is a fire or danger of fire or if the vehicle is in an unsafe position
- If possible, use the fire extinguisher located on the vehicle to extinguish the fire
- If fire cannot be controlled by the fire extinguisher, advise passengers not to reenter the vehicle
- Await emergency services assistance

In addition to the suggestions above followed by the operator it is also the operator's responsibility as a driver of seniors and persons of disabilities to notify his employer/contract employer and obtain specific requirements when involved in a collision or incident for insurance purposes. A collision report is filled out with both the operator's employer and the Town of Halton Hills.