PARATRANSIT AND SENIORS TRANSPORTATION SERVICE CONTRACT

This Contract made and entered into this and day of April , A.D. 2024.

BETWEEN:

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The City of Prince Albert ("the City")

OF THE FIRST PART

AND: Prince Albert and District Community Service Centre Inc. ("the Contractor")

OF THE SECOND PART

WHEREAS:

The Contractor is desirous of providing Paratransit Transportation and Senior *Transportation Services* and the City is desirous of paying for and acquiring from the Contractor professionally managed and delivered service for both Paratransit Transportation and Senior Transportation for the benefit of the residents of the City of Prince Albert.

NOW THEREFORE, in consideration of mutual covenants and agreements hereinafter reserved and contained, the parties agree as follows:

Article 1 - Technical

1.1 Scope of Service

- a. The Contractor shall, at its own risk and expense, perform during the Term of this Contract the services as hereinafter described and, except as may otherwise be provided in this Contract, shall furnish such services as include all drivers, dispatchers, supervision, labour, clerical staff, telephone answering service, and management required therefor, and in the case of the senior transportation service all vehicles for such service, and the Contractor shall obtain all licenses and permits (excluding licenses and safety certifications for paratransit) required for the performance of providing efficient, high quality, consistent and reliable customer-oriented paratransit transportation and senior transportation services for the residents of the City of Prince Albert, each in accordance with standards determined and approved by the City of Prince Albert, which services shall include without limitation the services and obligations of the Contractor referred to in Articles 2.1(g), 3.1, 3.5 and 3.11 below (collectively "the Services").
- b. The City grants to the Contractor, subject to the terms of the Contract, a nonexclusive license to provide the Services.
- c. The Services shall each be door to door service that pick up and drop off users

at specific locations determined by the passenger.

1.2 Term of Contract

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a. The Services shall be performed for the term commencing January 1, 2025 and shall continue until December 31, 2026. The Contract may be renewed for an additional term of a duration to be mutually agreed by the Parties, subject to approval by City Council ("the Term").

1.3 City's Representative

a. For the purposes of administering and implementing this Contract, the City's contact representative will be the City's Transportation and Traffic Manager or designate as assigned by the Director of Public Works.

1.4 Contractor's Representative

a. For the purposes of administering and implementing this Contract, the Contractor's contact representative will be as designated by written notice to the City by the Contractor from time to time, provided that at the commencement of service under this Agreement the contractor's representative shall be the Chief Executive Officer.

ARTICLE 2- Financial

2.1 Payment

- a. Subject to Article 2.1(c) herein, payments to the Contactor hereunder shall be made on a monthly basis during the Term based on the annual amount approved by City Council:
 - i. which in the case of the Senior Transportation Service, will be the annualized Service Payment as delineated therefor in Article 2.1(f); and
 - ii. which in the case of the Paratransit Transportation Service, will be for the Supported Operating Costs [as defined by Article 2.1 (g) and reflected as the annual Service Payment therefor in Article 2.1(f)], subject to the adjustments contemplated in this Agreement;

prorated on a monthly basis ("Monthly Payment(s)").

- b. Subject to Article 2.1 (c), the Monthly Payment to the Contractor for the Paratransit Transportation Service shall be applied and/or credited by the Contractor to the Supported Operating Costs [as defined by Article 2.1 (g)] for providing the Paratransit Transportation Service in accordance with the terms of this Contract.
- c. The Monthly Payment to the Contractor for the Paratransit Transportation Service will be adjusted by the City to achieve and ensure a reduction of the annualized Service Payment for the Paratransit Service in an amount equivalent to:
 - i. any incremental reduction of actual Supported Operating Costs

expended by the Contractor in comparison to the Funded Operating Costs approved by the City in Article 2.1(f); and, if applicable

- ii. the value of any costs incurred by the City caused by the Contractor's breach or deficient performance of its covenants and responsibilities under Articles 3.1(g),(j), 3.5(d), and/or 3.11(f) herein; (*"Adjustments"*).
- d. In respect of the Paratransit Service, the Contractor shall submit to the City documented verification of its full and actual -Supported Operating Costs [as defined in Article 2.1(g)] in relation to the delivery of the Services on a quarterly basis through each year of the Term as follows:

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- i. January March: operating costs for this quarter shall be submitted by April 30th of the same year.
- ii. April June: operating costs for this quarter shall be submitted by July 31st of the same year.
- iii. July September: operating costs for this quarter shall be submitted by October 31st of the same year.
- iv. October December: operating costs for this quarter shall be submitted by January 31st of the following year.
- e. Adjustments that are not yet or cannot for any reason be adjusted as contemplated under Article 2.1(c) will become a debt due and payable by the Contractor to the City until adjustment or repayment is made.
- f. Subject to Article 2.1(a) and (c), the City shall in consideration of the Services performance pay to the Contractor during the Term of this Contract the following amounts:

Term	Paratransit Service Payment (\$) "Funded Operating Costs"	Senior Transportation Service Payment (\$)
January 1 – December 31, 2025	577,129	69,500
January 1 - December 31, 2026	588,822	69,500

g. "Supported Operating Costs" shall mean the annualized costs actually incurred, documented and verified by the Contractor to operate the City's buses during the Term in performance and delivery of the Paratransit Transportation Service ("the Paratransit Service"), in relation to the projected costs approved in accordance with this Contract agreed to support the continued operations of the Paratransit Service through the Term of this Contract as outlined in Article 2.1(f) above_(the "Funded Operating Costs"). The Funded Operating Costs shall be those projected costs of delivering the Paratransit Service during the Term that the Contractor on an annual basis reasonably projects, in consultation with the City's Director of Public Works or designate, to the extent that such projected costs are approved in writing by the City, as being needed for the professional management and delivery of the Services. The Supported Operating Costs and the Funded

Operating Costs shall each include either actual or projected costs, as the case may be, in relation to the Contractor's performance and delivery of the Paratransit Service by provision of indoor heated parking and storage for buses, drivers, dispatchers, labour and its supervision, operational supplies, clerical staff, telephone service, training, management and, as may be approved by the City, any other costs (excluding fuel and bus maintenance costs for the Paratransit Service) associated with the Contractor providing the Service.

"Maintenance" and "Maintenance costs" for purposes of this Contract shall mean costs associated to maintaining the City's buses used to perform and deliver the Paratransit Service, in accordance with thisContract, to ensure their continued operations through their useful life, including the cost of supplying to the Contractor during the Term oil/lubricants, parts, labour for repairs and services, welding, fabrication, rebuilding of components, tires, modifications, maintenance supplies, safety inspections, licenses and permits, and any other costs the buses may incur as a result of normal operations, provided that maintenance and maintenance costs do not include maintenance or costs resulting from damage, repairs or other cause incurred due to the Contractor's abuse, negligence, improper operation of the buses or required as a result of the Contractor' breach or deficient performance of Articles 3.1(g),(j) or 3.5(d) herein.

- h. Request for an increase to the annual Services Payment outside of the amount determined as per clause 2.1(f) above due to an extraordinary one-time expense may be submitted by the Contractor to the City for consideration, with documented verification of the expense. Approval of the requested amount is subject to the sole discretion and decision of City Council.
- i. The Contractor acknowledges that the Contractor currently enjoys property tax savings with respect to its business property in Prince Albert under a current fixed-term tax exemption granted by the City under the terms of an Agreement entered into between the parties. The Contractor acknowledges that any further tax exemption that may be considered beyond the term of such Agreement is in the absolute discretion of the City's elected Council in accordance with *The Cities Act.*
- j. In addition to the Services Payment for the Paratransit Service included in Article 2.1 (f) above, the City will, to support the Paratransit Service, include in its annual budget during the Term the following amounts (not payable to the Contractor):

Year	Fuel Cost (\$)	Maintenance Cost (\$)
January 1 - December 31, 2025	100,000	125,706
January 1 - December 31, 2026	105,000	128,849

ARTICLE 3- General Terms and Conditions

3.1 Vehicles

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a. A list of all the City's buses leased to the Contractor is included in the attached Seclude A ("**buses**"). These buses are leased by the City to the Contractor for exclusive use in the delivery of the Paratransit Service. The Contractor will provide at its cost all vehicles used in connection with the Senior Transportation Service.

- b. Any removals or additions to number of buses provided in Schedule A will require the prior written agreement between the City and the Contractor.
- c. All buses used to operate the Paratransit Service shall operate in a safe and reliable manner. The Contractor and the City shall ensure that all buses are kept in good repair so that passenger and/or service disruptions do not occur.
- d. All buses are required to prominently display the City's logo as supplied by the City.
- e. To ensure the safety, convenience and comfort of the customers, the Contractor shall ensure that buses are kept in an optimum state of cleanliness.
- f. All buses are provided and owned by the City.
- g. The City is responsible for the Maintenance and Maintenance costs of the buses owned by the City, except for maintenance or costs resulting from damage, repairs or other cause incurred due to the Contractor's abuse, negligence,

improper operations of the buses or arising from the Contractor's breach or deficient performance of Article 3.5(d) herein, for which the Contractor will be responsible and accountable as provided for in this Contract.

- h. All buses will be designated "no-smoking" buses, which the Contractor shall be responsible to enforce.
- i. All buses shall be parked indoor after the end of their shifts. The Contractor is responsible for securing an indoor heated parking space for the buses.
- j. If, in the opinion of the City, any bus is not in good working order, condition, repair, or clean and is considered unsuitable for the safe and comfortable transportation of passengers, the Contractor will immediately rectify the condition with or without notice from the City.
- k. Access to any of the Contractor's files and records that are related to the buses will be made available promptly upon request by the City.
- I. The Contractor shall be responsible for all costs associated with procuring, maintaining, licensing and/or any other costs associated with operating the fleet of vehicles utilized for the Senior Transportation Service.

3.2 Operation of City Owned Buses

- a. The City will lease the buses to the Contractor for the contract Term at the nominal rate of \$1.00 per annum.
- b. The Contractor shall inform the City, in a timely manner, of any issues or maintenance requirements needed for the buses.
- c. The Contractor shall be solely and totally responsible for the operation of each of the buses used to carry out the terms of this Contract.

3.3 Standard of Care

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a. The Contractor shall operate each of the buses and vehicles used in the performance of the Services in conformity with all applicable Federal, Provincial, and Municipal Statues, regulations, bylaws and Orders in Council.

3.4 Independent Contractor

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a. The Contractor is an independent contractor, and all persons employed by the Contractor in connection herewith shall be employees of the Contractor, and not employees of the City in any respect. The Contractor shall effectively direct and supervise the Services to ensure conformance with the Contract.

3.5 Contract Performance

- a. The Contractor's performance will be reviewed as the City determines in its discretion is necessary to enforce the Contractor's performance of the Services to the quality of the Services required under this Contract.
- b. Payments made hereunder shall not relieve the Contractor from any liability or responsibility for performance required or implied by this Contract.
- c. If Contract performance is not satisfactory as determined by the City, the Contractor will be afforded a reasonable amount of time to rectify any default identified and if the situation is not resolved at such time, the Contract will at the City's option be subject to termination.
- d. All buses used in performance of this Contract shall be operated and maintained by the Contractor on a daily basis during the Term in a safe, lawful and reliable manner, with reasonable and incremental operational care, caution and precautionary mechanical servicing and attentions so as to avoid and mitigate Services disruptions and unnecessary or extraordinary Maintenance or Maintenance costs.
- e. To ensure the safety, convenience and comfort of the public using the Services, all buses and vehicles shall be maintained by the Contractor in an optimum state of cleanliness. Each bus and vehicle utilized in performance of this Contract by the Contractor will be maintained in its interior in neat, clean, dry and good repair, and on its exterior, in clean and good repair, free from external body or functional damage or risk thereof, and with a well-maintained external finish.
- f. If, in the opinion of the City, any buses used by the Contractor in performance of this Contract are not in good working order, condition, repair or clean, or is for any other reason considered unsuitable for the safe and comfortable transportation of passengers, or to avoid unnecessary or extraordinary Maintenance or Maintenance costs, the Contractor will immediately rectify the condition with or without notice from the City.
- g. Without limiting the Contractor's responsibilities under Article 3.13, the Contractor shall at all times maintain itself in good standing with necessary Safety Standard Certificates and ensure full compliance under *The Workers' Compensation Act*, and shall on demand of the City provide documentation verifying same.
- h. Without limiting the Contractor's responsibilities under Article 3.1(h), all buses will be designated and prominently posted as being "no-smoking" buses.
- i. All buses will be equipped with a two-way radio, a first aid kit, working climate control and a fire extinguisher approved by the City.
- j. The Contractor shall provide the City with maintenance records and verification of actual expenses incurred in such format and at such timeframes as the City reasonably requests.
- k. The Contractor's hours of service in delivering the Services shall be maintained by the Contractor in accordance with the attached Schedule B. Any changes to the service

hours for either Service require the prior written consent of the City.

I. The Contractor's staffing complement for performing the Paratransit Transportation Service shall be maintained by the Contractor in accordance with the attached Schedule C. Any changes to the staffing complement require the prior written consent of the City.

3.6 Drivers

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- a. The Contractor shall ensure that every driver operating a City owned bus or a vehicle utilized in delivery of the Services has a valid subsisting driver's license endorsed for the operation of the bus as provided by applicable legislation or regulations; provided that if in any court of law such an operator is found not to be properly licensed and the City is assessed a fine or court costs as a result thereof, the City shall be indemnified and/or reimbursed forthwith by the Contractor for such fine or costs incurred by the City.
- b. The Contractor shall establish a dedicated pool of trained drivers who are qualified to participate in the performance of this Contract.
- c. The Contractor shall provide drivers who are in good mental and physical health.
- d. Drivers shall be alert and well rested at all times while operating buses and vehicles in performance of this Contract.
- e. Drivers shall be polite and well groomed, properly attired, and considerate of the customer at all times (i.e. no foul language, the customers are to be treated with respect, etc.).
- f. Any driver employed by the Contractor who is determined by the City's representative to be incompetent or unsuitable to interact with the public or otherwise of adverse impact on the City's reputation in connection with the Services, shall be immediately removed from his/her driving duties by the Contractor, at the written request of the City's contact representative.
- g. Drivers will be required to attend routine training services such as First Aid and Harassment Prevention. Such training will be the responsibility of the Contractor.

3.7 Quality and Reputational Assurances in Delivering the Service

a. Although the delivery of the Services is the sole responsibility of the Contractor, the City reserves and shall have the right to regularly during the Term review the Contractor's operations under this Contract and issue directives to the Contractor to remedy any condition that the City considers to be detrimental to the quality of the Service or the City's reputation in its delivery. The Contractor will be required to carry out the terms of such directives within seven (7) days after receipt of notice in writing from the City. The City may without prejudice to its rights under this Contractor. The City shall not supervise or have control or authority over, nor be responsible for, the Contractor's means, methods, techniques or procedures.

3.8 Reporting

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- a. In an acceptable reporting format to the City, the Contractor shall provide the City with the following:
 - i. Quarterly passenger trip statistics
 - ii. Annual audited financial statement.
 - iii. Annual operation report.
 - iv. Eligibility statistics.
- Actual detailed revenue and operating costs on a quarterly basis as per Clause 2.1 (d).

3.9 Compliance with Laws and Regulations

- a. The Contractor shall obtain all licenses and permits required for the performance of the Services, and in conformity with Article 3.13 ensure that it delivers the Services in compliance with all applicable laws and regulations
- b. The City will not be responsible for the Contractor's failure to perform the Services in accordance with the Contract, nor for its failure to comply with applicable laws and regulations.
- c. The Contractor shall hold and remain current, for the duration of the Contract Term, a City Business License.
- d. The Contractor shall immediately give notice to the City in the event the Contractor becomes or should reasonably become aware that the Contractor may for any reason be in contravention of applicable laws or regulations.
- e. The Contractor shall indemnify and save harmless the City from any legal liability or contravention of laws or regulations for which the Contractor is responsible.

3.10 City's Obligations

- a. The City shall be responsible for the provision of fuel cards to the Contractor for the exclusive and specific use related to its performance of Paratransit Transportation Service under this Contract.
- b. Subject to Articles 3.1(g),(j) and 3.5(d), the City shall be responsible for the Maintenance and Maintenance costs [as defined in Article 2.1(h)] of the buses owned by the City that are utilized for providing the Paratransit Service.
- c. The City shall be responsible for the replacement of any of its buses used in performance of this Contract.
- d. Notwithstanding Article 2.1(a) and (f), costs paid directly by the City pursuant to this clause 3.10 or otherwise as required under this Contract shall under no circumstances constitute or be characterized as Supported Operating Costs, and costs incurred by the City related to the Contractor's deficient performance of the Contractor's obligations under this Contract shall be deducted in accordance with Article 2.1(c).

3.11 Contractor Obligations

Subject to and without limiting any other obligations of the Contractor under this Contract:

- a. The Contractor is required to provide the City with the reports as listed under Section 3.8 of this Contract.
- b. The Contractor is required to report all bus incidents and or/ accidents to the City within 48 hours of occurrence.
- c. The Contractor is required to store City's buses in an indoor heated place.
- d. The Contractor is required to maintain in full force an insurance coverage during the term of this Contract as specified under Section 3.14 of this Contract.
- e. The Contractor acknowledges that the City owns all buses utilized in the delivery of the Paratransit Service.
- f. The Contractor shall ensure the responsible and ethical use of the fuel cards provided by the City to ensure that the fuel costs incurred do not exceed costs reasonably necessary for delivery of the Paratransit Service.
- g. The Contractor owns the fleet of vehicles utilized for Senior Transportation Service and shall reasonably procure, maintain, and license these vehicles.

3.12 Indemnification

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a. The Contractor agrees to indemnify and hold harmless the City, it's Council, officers, administrators, employees and agents, against and from any and all losses, claims, actions or suits, including costs and legal fees and costs, for or on account of injury, bodily or otherwise, to or death of persons, damage to or destruction of property belonging to City, or others, resulting from, arising out of, or in any way connected with Contractor's operations hereunder, excepting only such injury or harm as may be caused solely by the fault or negligence of the City, its Council, officers employees or agents. This indemnification does not apply to any claim or demand arising from or that is caused by the negligence or willful misconduct of City, its agents or employees; passenger upon passenger violence; or the Contractor's good faith adherence to City's policies, procedures and directives.

3.13 Governing Law

- a. This Contract shall be governed by the laws of Saskatchewan.
- b. Prior to commencing and for the entire Term of the Contract, the Contractor shall observe and comply with all provision of City bylaws, the Saskatchewan Employment Act, the Workers' Compensation Act, and all applicable federal, provincial and municipal laws, amendments and regulations made pursuant thereto.

3.14 Liability Insurance

- a. The Contractor shall maintain in full force and effect throughout the duration of this Contract, and any renewal thereof, insurance as follows:
 - i. Automobile Liability Insurance with a limit not less than \$2,000,000 (two million dollars) for Third Party liability and Property Damage Liability. Such insurance shall cover all vehicles used by the Contractor in the performance of the Services.
 - ii. Commercial General Liability Insurance with a limit of not less than \$5,000,000 (five million dollars) inclusive per occurrence for bodily injury and property damage liability.

- b. The City shall be listed as an additional insured under all policies held by the Contractor.
- c. The Contractor shall deliver certified copies of the insurance policies or certificates of insurance with the City prior to the execution of the Contract by the City, and annually thereafter during the Term within fifteen (15) days of renewal thereof.
- d. The Contractor shall obtain the commitment of the insurer in writing that it shall provide at least thirty (30) days notice to the City in the event of any change in insurance coverage, and shall cause the commitment to be delivered to the City.
- e. If the Contractor fails to maintain the required policies of liability insurance, the City may purchase temporary liability insurance and deduct the cost of such insurance from any money, which is or may become due and owing to the Contractor under this Contract.
- f. If the Contractor fails to re-establish adequate insurance coverage within five (5) days from the date of receipt of a notice from the City requiring him/her to do so, the City may terminate the Contract without further notice to the Contractor.

3.15 No Assignment, Delegation or Sub-contracting

a. The Contractor shall not assign, delegate nor sub-contract any of the Services to be performed by it hereunder without the express written consent of the City, and any such attempted assignment, delegation or sub-contract shall entitle the City to terminate this Contract. If assignment, delegation or sub-contract is done with such consent it shall not relieve Contractor from its responsibility for the performance of any of its obligations hereunder.

3.16 Termination for Convenience

a. Either party may terminate this Contract without cause at any time by giving six (6) months' notice in writing to the other party. Such termination shall not affect the rights of

the parties which have accrued prior to the date of termination and shall not relieve any party from obligations arising during the term thereof. In the event of termination, the Contractor and City shall each be released and discharged from any claims by one against the other in connection with the termination or this Contract or the Services herein described.

3.17 Complete Agreement

a. This Contract and attached schedules constitute the complete and integrated agreement between the parties. It is subject to change only by an instrument executed in writing by the City.

3.18 Notices

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- a. Where notice is required from one party to the other to be given in writing, it may be delivered personally to either party's contact representative, or delivered or sent by mail, email or facsimile transmission to the appropriate address set out below.
- b. Notwithstanding the above, each party shall use the most expeditious method of giving the written notice or communication.
- c. A written notice or communication sent by mail shall be deemed to have been received ten (10) days from the date of posting. Whenever a notice or communication is sent by

email, acknowledgment by email from the receiving party must be given to the other party that the notice or communication has in fact been received, for it to be effective; if no such acknowledgment is given, it shall be deemed to have been received ten (10) days from the date of posting of the original document. Whenever a notice or communication is sent by facsimile transmission, acknowledgment from the receiving party must be given to the other party that the notice or communication has in fact been received, for it to be effective; if no such acknowledgment is given, it shall be deemed to have been received ten (10) days from the date of posting of the original document.

> Notices to: City of Prince Albert 1084 Central Avenue Prince Albert, SK S6V 7P3 Attention: Director of Public Works Email: JDaSilva@citypa.com

> > Prince Albert and District Community Service Centre Inc. 101 15th Street West Prince Albert, SK S6V 3P7 Attention: Chief Executive Officer Email: b.powalinsky@pacsc.com

3.19 Successors and Assigns

This agreement shall be binding on all successors and assigns of the respective parties.

(Municipal Seal)

THE CITY OF PRINCE ALBERT

MAYOR

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IN WITNESS WHEREOF Prince Albert and District Community Services Inc. has hereunto set their hand this day of $\Delta p \mu = 3$ A.D., 2024.

(Corporate Seal)



PRINCE ALBERT AND DISTRICT COMMUNITY SERVICES INC.

Per:

Per:_____

Schedule A

List of City Buses leased to the Contractor

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Quantity	Bus Description (type, model and serial number)
1	2023 FORD CHASIS PARATRANSIT BUS, FORD CHASSIS 350
	WARNER BUS LINES, DIAMOND COACH VIP 2800,
	1FDFE4FN0PDD06006
1	2022 FORD CHASIS PARATRANSIT BUS, FORD E450 CHASSIS
	CRESTLINE BODY, STARTRANS SENATOR II, 1FDXE4FN1NDC17675
1	2019 FORD CHASIS PARATRANSIT BUS, FORD E450 CHASSIS
	CRESTLINE BODY, STARTRANS SENATOR II,
	1FDFE4FS6KDC55691
1	2019 FORD CHASIS PARATRANSIT BUS, FORD E450 CHASSIS
	CRESTLINE BODY, STARTRANS SENATOR II, 1FDXE4FS1KDC70832
1	2018 FORD CHASIS PARATRANSIT BUS, FORD E450 CHASSIS
	CRESTLINE BODY, GOSHEN IMPULSE, 1FDXE4FS6JDC10382
1	2014 FORD CHASSIS PARATRANSIT BUS, FORD E450 STARCRAFT,
	ALLSTAR, 1FDFE4FS8EDB19325

Schedule B

Hours of Service

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Paratransit 1	ransportation	Seniors Trar	nsportation
Monday	7:30 am - 5:30 pm	Monday	8:30 am - 5:00 pm
Tuesday	7:30 am - 10:30 pm	Tuesday	8:30 am - 5:00 pm
Wednesday	7:30 am - 10:30 pm	Wednesday	8:30 am - 5:00 pm
Thursday	7:30 am - 10:30 pm	Thursday	8:30 am - 5:00 pm
Friday	7:30 am - 10:30 pm	Friday	8:30 am - 5:00 pm
Saturday	7:30 am - 10:30 pm	Saturday	9:00 am - 6:00 pm
Sunday	9:00 am - 5:30 pm	Sunday	9:00 am - 5:00 pm

Schedule C

Contractor's Organizational Chart



12. Shawn Greig