

## Taxi Services Agreement

Between:

**THE CITY OF REGINA**, a city, continued under *The Cities Act*, c. C-11.1, S.S. 2002, (the “City”)

— and —

**CO-OPERATIVE TAXI LINES REGINA LTD**  
(the “Company”)

THE CITY AND THE COMPANY AGREE AS FOLLOWS:

### SERVICES

1. For a term of twenty-one (21) months starting April 1, 2022, and ending December 31, 2023, the Company will provide taxi Services for paratransit customers (“Passengers”) as requested and directed by the City.
2. The Company shall provide all Services (the “Services”) reasonably required to pick up and drop off Passengers at the locations directed by the City in accordance with the terms and conditions of this Agreement.
3. The Company agrees to provide the Services in accordance with the standards set out in Schedule A to this Agreement (“Service Standards”). The Company shall be responsible for ensuring that drivers utilized by it to provide the Services (“Drivers”) are made aware of and comply with the Service Standards. The Company acknowledges and agrees that the City may amend Schedule A on not less than 30 days’ notice to the Company.

### PAYMENT

4. The City shall pay to the Company, in Canadian funds, the applicable fare per trip as set out in clause 2(a), (b) and (c) of Schedule A of *The Taxi Bylaw, 1994* (“Meter Rate”). Where a Passenger does not have an RCard the City will instruct the Company to collect the transit fare as set out in *The Transit Fare Bylaw* from the customer. In such cases this amount will be retained by the Company and deducted from the amount that the City is required to pay to the Company. The Company shall not be entitled to bill the City or the Passenger for any other fee, including but not limited to the fees contained in clause 2(a), (b) and (c) of Schedule A *The Taxi Bylaw, 1994*.
5. The Company shall provide an invoice to the City detailing the Services rendered during the previous calendar month within 10 days of the end of each calendar month during the term of this Agreement. The invoice must be emailed to [scoady@regina.ca](mailto:scoady@regina.ca) or a different email as directed by the City.
6. Charges shown on the Company's invoice must be in conformity with the Services actually rendered and shall be subject to reconciliation and adjustment in accordance with the City's records.

7. Each invoice shall detail the following information:
  - a) Passenger name;
  - b) Driver name and car number;
  - c) Pick up location, date and time;
  - d) Destination location and time;
  - e) Meter Rate for trip less cash fare collected, if applicable; and
  - f) Any other relevant information as requested by the City.
8. Within 30 days of receiving an invoice from the Company, the City shall make payment to the Company. If an invoice does not contain the information required by this Agreement, the City shall be entitled to withhold payment until such information is provided.
9. The Company shall be responsible for the collection of the applicable transit fare from all Passengers when advised by the City that a cash fare is required for a particular Passenger. No other sum may be charged to any Passenger; however, a Passenger may, but shall in no way be pressured or required to, leave a gratuity for the taxi driver.
10. The City shall not be liable to the Company for any shortage or uncollected transit fares.
11. The Company must accept payment of the transit fare by cash or electronic payment method. The Company shall not be permitted to charge the Passenger or the City any fee for use of the electronic payment system.

#### **COMPANY COVENANTS**

12. The Company covenants and agrees to:
  - a) comply with *The Taxi Bylaw, 1994*, *The Traffic Safety Act*, and all other applicable laws in the provision of Services under this Agreement;
  - b) comply with all public health orders, public health guidance issued by the Saskatchewan Health Authority relating to the Services and applicable City policies provided to the Company as may be enacted or adopted from time to time;
  - c) use only duly qualified and licensed Drivers who hold a valid taxicab license issued by the City and duly inspected and properly equipped taxi vehicles in the provision of Services under this Agreement;
  - d) make the Services available during the regular business hours of the City's paratransit service, as determined by the City from time to time;
  - e) ensure that a sufficient number of taxicab Drivers have completed either City provided or City approved sensitivity training within the previous three (3) years or within six months of the start of the Agreement; and
  - f) ensure that all Drivers and taxicab vehicles assigned to perform the Services operate in accordance with the terms of this Agreement, including the Service Standards in Schedule A to this Agreement.

### **SCHEDULING AND DISPATCHING**

13. When the City has identified a trip to be assigned to a taxicab service provider it will contact the Company contact number and/or email address provided by the Company in order to schedule Services.
14. The City shall be entitled to cancel a trip at any time but will use reasonable efforts not to cancel a trip within two (2) hours of the scheduled trip time unless the cancellation is beyond the control of the City.
15. The Parties shall each be required to designate individuals to be readily available by telephone and email between the hours of 5:30 and 23:30, seven (7) days a week, in order to facilitate timely and open communication in the scheduling and provision of Services.
16. The Company shall be responsible for having sufficient duly qualified taxicab Drivers and taxicabs available to fill the Service requirements of the City.
17. The City will not pay the Company for any passengers carried who have not been scheduled by the City.
18. The Company shall advise the City immediately of any difficulties maintaining scheduled trips and any situations where a Passenger is not present upon arrival or refuses the trip.
19. The City will pay the Company \$5.00 for any scheduled trips where the passenger does not show up for regular taxi trips and \$10.00 for accessible taxi trips, provided that the Company follows #22 and notifies the City prior to leaving.
20. The Company shall complete a daily tally sheet for each day in which Services are provided which records: Passenger name, Driver name, pick-up and drop-off location, time, date, meter rate, and if a customer is not present upon arrival or refuses the trip and provide this documentation to the City with the monthly billing and taxi chits.
21. The Company shall allow, if space is available in the vehicle, attendants, and companions, free of charge.
22. The Company shall not make additional stops other than the trip as requested by the City.

### **PASSENGER AND VEHICLE SAFETY**

23. The Company acknowledges that the safety and comfort of Passengers with disabilities is of the essence in this Agreement.
24. All Drivers must complete a criminal record check and vulnerable sector check prior to transporting paratransit customers. The criminal record check and vulnerable sector check must be updated annually.
25. The Company shall ensure the safety of Passengers in the manner of a reasonably prudent person providing the Services.
26. The Company shall ensure that each Passenger in the vehicle is properly secured by a seat belt and mobility aid restraint system, if required, and properly fastened prior to the vehicle being put into motion;



27. The Company shall advise the City immediately of any injuries to Passengers, and/or any accidents involving Passengers. This shall be followed-up with a written report in the form provided by the City, outlining the time, location, date, and circumstances of the occurrence.
28. The Company shall comply with any request by the City that a particular Driver no longer be assigned to provide the Services.
29. The Company shall not use the Ring Road while completing any Paratransit trips.

#### **COMPLAINTS**

30. The Company shall ensure that complaints and commendations from Passengers, or any other persons, regarding the Service shall be referred to Service Regina at 306-777-7000, or as directed by the City.
31. The City will contact the Company with complaints or inquiries by email and the Company shall provide a response by email to the City within 48 hours of the City's email being sent. The response will be courteous and will demonstrate that the company has conducted a detailed investigation of the incident, including follow-up with the Driver.
32. The Company shall provide full assistance in the investigation of any complaints. The City and Company shall jointly investigate complaints where site visits or face-to-face meetings with Passengers and/or the public may be required.

#### **PROTECTION OF PERSONAL INFORMATION**

33. For the purposes of this section "Personal Information" means information about an identifiable individual that is recorded in any form and includes personal information as defined in section 23 of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
  - (a) The Company acknowledges that in order to provide the Services, it will require and receive documents, data and other information from the City, including Personal Information.
  - (b) The Company acknowledges and agrees that it is responsible for compliance at all times with any and all regulations relating to privacy and the collection, use and disclosure of Personal Information.
  - (c) The Company covenants and agrees to only use the Personal Information in accordance with the purpose for which such information was originally collected, to obtain consents where required by applicable privacy regulations prior to using or disclosing such Personal Information, to make the Personal Information accessible only to those of its employees who require it to perform the Services and to ensure that its employees and approved subcontractors comply with all applicable privacy laws applicable to its performance of the Services.
  - (d) The Company agrees that it shall be liable for protecting all Personal Information in its possession or control and for any loss or unauthorized use or disclosure thereof and that the Company shall defend, indemnify, and hold the City, its associated, affiliated or subsidiary entities and their respective officers, directors,

employees, solicitors, agents, engineers, insurers, contractors, subcontractors successors and assigns harmless from and against any and all losses, claims, liens, demands, debts, liabilities, damages, losses, fines, actions, suits, penalties and causes of action including actual attorneys' fees on a solicitor and client basis and disbursements and court costs arising from or related to the alleged or actual breach of this section by one or more of the Company and its employees and approved subcontractors.

- (e) The Company shall promptly notify the City of all inquiries, complaints, requests for access, and claims of which the Company is made aware in connection with any disclosed Personal Information.
- (f) The Company shall promptly notify the City if the Company knows or suspects that the Personal Information may have been compromised.
- (g) The Company shall cooperate with the City and with, any governmental authority charged with enforcement of applicable privacy regulations, in responding to any inquiries, complaints, requests for access, investigations or claims.
- (h) The Company will promptly return any Personal Information received from the City to the City, or destroy the Personal Information in a manner approved by the City and provide written confirmation to the City that it has been so destroyed, when it is no longer required by the Company to provide the Services and in any event no later than 30 days after the termination or expiration of this Agreement.

#### **INDEMNIFICATION AND INSURANCE**

- 34. The Company shall, at all times, keep harmless and fully indemnify the City from and against all claims and demands, including third party claims, which may be brought against or made upon the City and against all loss, liabilities, judgements, costs, damages or expenses that the City or a third party may sustain, suffer or be put unto resulting from, arising from, or in any way incidental to the performance of this Agreement by the Company or arising from any act or deed, or any omission or act of the Company, its contractors including Drivers, or any servant or agent or employee of any of them during the term of this Agreement.
- 35. The Company shall obtain, maintain and provide the City with proof thereof, during the course of this Agreement:
  - (a) Comprehensive commercial general liability insurance with a limit of liability of \$2,000,000.00, combined single limit, for bodily injury and property damage, for each claim or series of claims arising from the same originating cause and such policy shall include:
    - i) the City as an Additional Insured;
    - ii) a Cross Liability Clause;
    - iii) contractual liability coverage; and
    - iv) non-owned Automobile liability.
  - (b) Comprehensive automobile liability insurance covering all vehicles, hired, owned and non-owned, with a limit of liability of \$5,000,000 combined single limit per occurrence for bodily injury and property damage; and



- (c) statutory worker's compensation insurance for all personnel covering all claims filed under the applicable worker's compensation law.

The Company covenants and agrees that the City's insurance requirements in this Contract shall not be construed to and shall in no manner limit or restricts the liability of the Company.

- 36. The Company shall provide the City with proof of the insurance required by the Contract in the form of valid certificates of insurance that reference the Contract and confirm the required coverage. The Company shall provide the City with renewal replacements on or before the expiry of any such insurance. Upon the request of the City, a copy of each insurance policy shall be made available to it. The Company shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the City and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.
- 37. The Company's insurance obtained and provided under this Contract shall include provision for the City to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change requested by the successful Proponent of said insurance policies.
- 38. The Company is solely responsible for full payment of any premium amounts and any deductible amounts which may be due in the event of any and all claims under policies required by this Contract.
- 39. The Company shall, within 7 days of becoming aware of an incident, notify the City of any incident that may result in a claim against either the Company or the City, including, but not limited to such losses as, property damage to City assets, third party property damage, injury or death of any Company member, employee, instructor or volunteer and any third party bodily injury.
- 40. The Company warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to the City upon request. The Company covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Company further agrees to indemnify the City for any and all liability, loss, costs, damages and expenses (including legal fees) or other charges in connection with the Company's failure to comply with any applicable workplace safety and insurance laws or related to the Company's status with any workplace safety and insurance board or body

#### **TERMINATION**

- 41. The City may, by written notice to the other party, immediately terminate this Agreement without prejudice to any other remedy or right it may have, if:
  - (a) the Company becomes bankrupt or insolvent or is so adjudged;

- (b) if the Company makes a general assignment for the benefit of creditors;
  - (c) the Company's goods or chattels are liable to seizure by any secured party or lienholder;
  - (d) a writ of execution, sequestration or extent issues against the goods or chattels of the Company;
  - (e) the Company becomes the subject of any act respecting liquidation or winding-up;
  - (f) the Company is in default of its obligations under this Agreement and the default is not remedied within 30 business days after notice is received;
  - (g) in the event acts or omission of the Company (including any Driver or vehicle operated on contract with the Company) gives rise to a reasonable apprehension for the safety of passengers entrusted to the care of the Company;
  - (h) Services of the nature provided by the Company are no longer required by the City; or
  - (i) funding is no longer available for the Services.
42. Either party may terminate this Agreement without cause by 30 days written notice provided to the other party.

**NOTICE**

43. Any notices to be given under this Agreement shall be deemed to be given if there is proof of delivery and the correspondence is addressed as follows:

To the City at:

Attention: Lynette Griffin, Manager of Paratransit and Revenue Services  
City of Regina  
333 Winnipeg Street  
P.O. Box 1790  
Regina, SK S4P 3C8  
Phone: (306-777-7815  
Email: [lgriffin@regin.ca](mailto:lgriffin@regin.ca)

To the Company at:

Attention: Inderpreet Kaur, Manager  
Co-Operative Taxi Lines Regina Ltd.  
1369 Scarth Street  
Regina, SK S4R 2E7  
Phone: (306) 791-9042  
Email: [coop.taxi@sasktel.net](mailto:coop.taxi@sasktel.net)

or to any other address as may be designated in writing by the parties.



44. Notice given if there is proof of delivery, if posted in Saskatchewan, shall conclusively be deemed to have been received on the fifth business day following the date on which such notice is mailed.

#### **INDEPENDENT CONTRACTOR**

45. Nothing herein shall be construed as in any way constituting this a partnership among or a joint venture by the parties, or be construed to evidence the intention of the parties to constitute such a relationship.
46. The parties acknowledge that the Company is at all times an independent contractor and shall not under any circumstances be under the employ of the City.
47. All Contracts, whether of employment or otherwise, entered into by the Company with respect to this Agreement shall be made by the Company as principal and not as agent of the City and the City shall have no liability therein.
48. The Drivers, dispatchers or other individuals who perform the Services on behalf of the Company are employees or contractors of the Company and shall not be construed as employees or contractors of the City.

#### **GENERAL**

49. Neither the City nor the Company may assign the Services or any portion of the Services without the prior written consent of the other party.
50. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, representations, or contracts, either written or oral, relating to any manner to the Services. No amendment of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.
51. This Agreement shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns of each of them.
52. The Company shall comply with all applicable legislation, including, but not limited to: *The Traffic Safety Act* and any bylaws of the City.
53. The Company shall procure and maintain at the cost and expense of the Company, such licences, permits or approvals from federal, provincial, municipal or other government authorities as may be necessary to enable the Company to conduct its business in accordance with the terms of this Agreement.
54. The waiver by the City or the Company of the strict performance of any condition, covenant of this Agreement herein contained shall not constitute a waiver of or abrogate such or any other condition, covenant of this Agreement, nor shall it be deemed a waiver of any subsequent breach of the same or of any other condition, covenant of this Agreement.
55. This Agreement shall not be modified, varied or amended except by an instrument in writing signed by the parties.
56. This Agreement may be executed by the parties in separate counterparts, each of which



when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single agreement among the parties.

EXECUTED this April day of 07, 2022.

(seal)



**CO-OPERATIVE TAXI LINES REGINA LTD**

Per: *Normal Naur*

EXECUTED this 22 day of April, 2022.

(seal)

**CITY OF REGINA**

Per: *Amber Ackerson*

Acting City Clerk



**AFFIDAVIT OF CORPORATE SIGNING AUTHORITY**

CANADA )  
PROVINCE OF SASKATCHEWAN )

I, NIRMAL MAUR, of REGINA, SK.  
(Print Full Name of Signing Authority) (City) (Province)

MAKE OATH/AFFIRM AS FOLLOWS:

- 1 I am an President (insert position) of Co-op Taxi named in the Taxicab Services Agreement to which the Affidavit is attached.
- 2 I am authorized by Co-op Taxi lines to execute the Taxicab Services Agreement without affixing the Corporate Seal of Co-op Taxi.

SWORN BEFORE ME at )  
136 9 Scarth St Regina Saskatchewan, )  
on April 5 2022 )  
)  
Adual )

Nirmal Maur  
Signature of Signing Authority

A Commissioner for Oaths or a Notary Public  
for the Province of Saskatchewan  
My Commission/Appointment expires Apr 30, 2025.  
Or Being a solicitor



## SCHEDULE A - SERVICE STANDARDS

The Company shall ensure that all taxicab Drivers and vehicles utilized in the provision of the Services meet the following Service Standards:

1. Drivers must be familiar with the terms of the Agreement, including the Service Standards and must provide the Services in compliance with the terms of the Agreement.
2. The Services must be provided in compliance with *The Taxi Bylaw, 1994*, *The Traffic Safety Act*, and all other applicable laws.
3. Vehicles used in the provision of Services must be insured, qualified and licensed taxicab vehicles and must pass any required inspections, be clean, in good repair and properly equipped with safety equipment required for the transportation of passengers with disabilities.
4. Drivers must be qualified and licensed taxi Drivers who hold a valid taxi driver license issued by the City. Drivers must also be in the process of completing within six months of the start of this agreement or have completed either City provided or City approved sensitivity training within the previous three (3) years.
5. Drivers arrive at pick-up locations in a timely manner and no earlier or later than ten (10) minutes outside of the designated arrival or departure time.
6. Drivers must follow the City's instructions related to specific programs and Passengers regarding arrival and departure times (e.g. school Passengers cannot arrive prior to a certain time).
7. Drivers must transport Passengers in the vehicle as safely, conveniently and lawfully close as possible to a building entrance door.
8. Drivers must enter the public place of trip origin (designated pick-up door) in order that Passengers are aware of the Driver's presence.
9. If a Passenger is not present after making contact at the designated pick up door then the Driver shall not leave the pick-up location until permitted to do so by the City. The Driver shall cause the City's dispatch to be contacted at 306-777-7007 – Press 1 as soon as it is determined that the Passenger is not present. The City will then attempt to contact the Passenger and will advise the Driver to either wait or that the trip is cancelled.
10. Drivers must assist Passengers one (1) at a time, in and out of the vehicle and between the vehicle and the inside of a heated area at the destination building. Passengers must not be left between a set of double entrance doors even when there is heat between the set of double doors. If instructed to do so by the City, a Driver may leave a Passenger with a person who is designated to meet the Passenger at their destination. The Driver must receive verbal confirmation from this person that they are there to meet the Passenger.

11. The Company shall confirm both pick-up and drop-off of Passengers as soon as these events occur, and no later than ten (10) minutes after pick-up or drop-off (by calling City dispatch 306-777-7007 – Press 1).
12. Drivers must confirm that each Passenger in the vehicle is properly secured by a seat belt; or if the Passenger is non-ambulatory, with a proper four (4) point tie down with lap and shoulder belt, prior to the vehicle being put in to motion.
13. Drivers must assist Passengers in manual wheelchairs up or down one (1) step or ramps provided that safe conditions exist.
14. Drivers must assist Passengers using assistive devices such as walkers and canes up or down multiple exterior stairs or ramps. Passengers using walkers must not sit on the walker and be pushed by the Driver.
15. Drivers must assist ambulatory Passengers with carrying one bag of goods.
16. Drivers shall not transfer any Passengers out of their mobility devices.
17. Drivers shall not drop-off a Passenger at any location other than the destination indicated by the City.
18. Drivers shall not use the Ring Road while completing any paratransit trips.
19. Drivers must collect the required paratransit fare. If the Passenger has a valid R-Card (bus pass) the City will advise that the fare is not required to be collected. If a cash fare is given, the fare is to be deducted from the metered fare and written on the taxi chit.
20. Taxi chits must be completely filled out (including fare total) prior to the passenger signing the chit.