

TOWN OF FORT FRANCES

Community Services Executive Committee

AGENDA - March 20, 2017 10:30 AM

MEETING - Memorial Sports Centre - '52 Canadians Meeting Room

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1. <u>CALL TO ORDER (Session # 043)</u>	
2. <u>APPROVAL OF AGENDA (Call for non-agenda items)</u>	
3. <u>DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF</u>	
4. <u>APPROVAL OF PREVIOUS COMMITTEE MINUTES</u>	
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5. <u>ITEMS REFERRED FROM COUNCIL</u>	
NIL	
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8. <u>INFORMATION</u>	
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9. <u>CLOSING</u>	

TOWN OF FORT FRANCES

MINUTES

SESSION NO. # 042

March 6, 2017

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Memorial Sports Centre - '52 Canadians Meeting Room on March 6, 2017 from 10:30 a.m. to 10:57 a.m.

PRESENT: Wendy Brunetta - Chairman, John Albanese - Councillor, Doug Brown - CAO,
Jason Kabel - Manager of Community Services

REGRETS: Doug Kitowski - Councillor

1 CALL TO ORDER (Session # 042)

W. Brunetta called the meeting to order at 10:34 am.

2 APPROVAL OF AGENDA (Call for non-agenda items)

3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

Community Services Executive Committee - February 6, 2017

4.1 Community Services Executive Committee - February 6, 2017 - **approved as circulated.**

5 ITEMS REFERRED FROM COUNCIL

NIL

6 NEW BUSINESS

6.1 Public Transit Infrastructure Fund (PTIF) Phase One Application Agreement - it was recommended to authorize the form submission to MTO, agreement execution, and forthcoming by-law for the purchase of a 2nd Handivan bus as per the 2017 Capital Budget.

7 NON-AGENDA ITEMS

8 INFORMATION

8.1 Next meeting - March 20, 2017

W. Brunetta, Executive Committee Chair

J. Kabel, Manager of Community Services

REPORT

TO: Community Services Executive Committee

FROM: Jason Kabel, Manager of Community Services

DATE: March 17, 2016

RE: **Dial-a-ride Agreement**

Background

The Community Services Division undertook a Request For Proposals process (RFP #17-CS-02) that closed on Tuesday, February 28, 2017 for the 'provision of door to door bus-type transportation services in the Town of Fort Frances known as Dial-a-ride (3 year term).

There were 3 RFP packages picked up at Town Hall with 1 submission received by the deadline. There were 10 items, as a minimum, that needed to be included in the proposal; particulars of the submitted RFP by the incumbent, North-Air Services are detailed below.

1. Experience-

North-Air is a transportation company based out of Fort Frances in which has been operating taxi services for over 40 years. Henry Bock started the company as a taxi service in the 60's. His son Paul took over in 1988 and in that time it had expanded into not only taxi services but provided the town with a bus depot as an agent for Greyhound and Caribou Coach, an AVIS car rental agent as well as UHAUL services. In the year 2000 Paul went into an agreement with the Town of Fort Frances to provide a transit type service to the community, known as dial-a-ride. It provides door to door affordable transportation 7 days a week and currently still operates under virtually the same schedule, pattern and prices as it did 17 years ago when it started.

In 2009 Bock's sold the business to Kevin and Lisa Pocock, who are the current owners today. With them they brought 20 years of experience in their ground transportation business, Pokey's Vans. Pokey's was a highway transportation company providing services for companies like CN Rail and MNR. They amalgamated the companies in 2010 and operate as North-Air Services.

2. Employees-

Margaret Silk: Maggie has been employed with North-Air since October 2013. She was hired as a full-time taxi driver and occasional dispatcher. In April of 2016 she started as the primary dial-a-ride driver, working Monday to Friday. Since then she has developed a faithful following of clients who all adore her and the sales have increased 17% over the last 10 months. Maggie has experience with the processing of the dial-a-ride paperwork as a dispatcher well as having to record and total the statistics daily as the primary dial-a-ride driver.

James Dobie: James has been employed with North-Air since February 1997. He was hired as a taxi driver, dispatcher and Limo Driver. He has been the primary dispatcher for the last 18 years. He has assisted with the dial-a-ride service since it started in 2000 and is currently the primary dial-a-ride driver on Saturday's, a position he has held for the last 10 years. James also has experience processing the dial-

a-ride paperwork during his 5 day work week as the dispatcher as well as having to record and total the statistics for his Saturday shifts.

Richard Peachey: Peach has been employed with North-Air since August 1980. He was hired as a full-time taxi driver and has held that position for 36 years. Peach has experience with all aspects of the dial-a-ride. He assists with services during his 4 day a week work schedule and is the primary handi-van operator. He also has experience recording and totalling the dial-a-ride statistics daily.

Kathy Johnson: Kathy has been employed with North-Air since March 2016. She was hired as a full-time taxi driver, part-time dispatcher and highway driver. She currently is the primary dial-a-ride driver on Sunday's and assists with dial-a-ride during the week. Kathy has experience processing the daily dial-a-ride paperwork as a dispatcher as well as recording and totalling the statistics for her Sunday shift.

Kyle Baldwin: Kyle has been employed with North-Air since February 2015 as a full-time taxi driver. He has experience in assisting with dial-a-ride during his 4 day work schedule as well as being the handi-van operator.

Debbie Barnard: Debbie has been employed with North-Air since October 2011 as a full-time taxi driver. She occasionally assists with dial-a-ride services when needed and has experience with handi-van services during her 4 day work schedule.

Rick Chambers: Rick has been employed with North-Air since January 2014 as a full-time driver, part-time dispatcher and highway driver and he also fills in for dial-a-ride services during vacation/sick days. He has experience with handi van services and with recording/totalling the statistical paperwork as the dial-a-ride driver and with processing the paperwork as a dispatcher as well.

Richard Piotrowski: Richard has been employed with North-Air since October 2015 as a part-time dispatcher and taxi driver. Richard has experience with the handi-van services that North-Air provides.

John Galusha: John has been employed with North-Air since August 2010 as a full-time driver and evening dispatcher. He has experience with the handi-van services and has assisted in dial-a-ride services during his 4 day work schedule.

3. **Vehicles:**

North-Air currently has 13 vehicles in its fleet.

Primary Dial-A-Ride vehicle is unit # 58 2009 Dodge Grand Caravan.

Handicap accessible vehicle is unit # 6 2004 Dodge Caravan with rear wheelchair ramp.

We regularly use Unit #54 2002 Chevrolet Malibu for dial-a-ride customers who have trouble getting into the van.

When the primary dial-a-ride vehicle is down for maintenance it is often replaced with unit #96 2004 Chevy Express for the day or Unit #55 2004 Pontiac Montana.

4. **Statistics:**

Enclosed are examples of the current paperwork that is used to document and keep track of the daily stats as well as end of month reporting required for billing to the Town of Fort Frances. This same spreadsheets have been used to record ridership since dial-a-ride started in 2000.

Example A is the drivers worksheet used by the dial-a-ride driver to write down the times and locations of clients, their destination (according to area of town; East, West or downtown),

A is for adult and ½ is for Child, which means ½ fare, this is where the driver will record the number of occupants picked up at that location. Then there is the breakdown of whether or not the passenger is a child, a senior, low income, wheelchair or other. The driver submits this sheet along with any tokens collected during their daily shift and the back office completes the rest of the paperwork.

Example B is an excel spreadsheet used by the back office to record the data that was submitted by the driver. Each cell is formulated to calculate the information gathered from the driver's worksheet.

Example C is the summary of statistical information gathered that is included with the monthly invoice to the Town of Fort Frances.

5. **Token Program:**

Dial-A-Ride tokens are small, coloured poker chip type tokens used as a form of payment by clients specifically designed for dial-a-ride users. This method has proven to be key allowing various programs in the community to purchase in bulk from North-Air and provide to their clients free transportation. For Example: Canadian Mental Health will purchase 100 dial-a-ride tokens from North-Air and when needed, they will provide their clients with a token that they can use to pay for dial-a-ride transportation. North-Air currently has 15 community programs that purchase tokens for their clients and 2500 tokens in circulation. This is a very important part of what dial-a-ride is and we want to make sure that we are giving our clients the best possible option for transportation. Each of the drivers at North-Air is familiar with the dial-a-ride tokens, as they often assist in accommodating all of our customer's needs. There is a variety of colours and certain colours are often assigned to certain programs so we can keep track of who is using the service. We have designated yellow tokens as "child tokens" so programs can also have the option of purchasing the tokens for children riders as well. Included is a dial a ride token for your reference.

6. Reservations:

Dial-a-ride drivers carry a cell phone that connected to wireless ear piece through Bluetooth which enables them to answer calls and make reservations on the fly. The phone number associated with dial-a-ride has been the same since it started in 2000. To make a reservation you call 275-9741 which is the direct line to the driver. Clients are welcome to call the office at North-Air as well. The dispatcher can radio the dial-a-ride van and provide instructions. **Example D** is a copy of the current Dial-A-Ride services which shows the reservation procedures, rules & regulations, operating hours and cost outline for customers.

7. Schedule:

The Dial-a-Ride schedule has had minimal changes over the last 17 years. Times have been tweaked here and there to provide the best possible service and we feel that it is perfect the way that it is structured at this time.

Please refer to Example D for reference to the schedule.

Service operating times are as follows:

7:30 am to 5:00 pm Monday to Friday.

Customers can start calling dial-a-ride at 7:30, 20 minutes before the first scheduled pick-up begins.

8:30 am to 2:00 pm Saturday & Sunday.

Customers can start calling dial-a-ride at 8:30, 20 minutes before the first scheduled pick up at 8:50.

8. Rules & Regulations:

As outlined in Example D of the current schedule, the rules and regulations are as follows:

- A. Customers are asked to phone the driver a minimum of 20 minutes ahead of scheduled pick-up time.
- B. Customers should be prepared to tell the driver/dispatcher which address they want to be picked up at, what area of town they are going to and how many passengers they have in their group. The customer will then be informed roughly when the driver will pick them up give or take 5 minutes.
- C. Customers are asked to be ready to go when the vehicle gets there. The dial-a-ride is patterned after the transit service and if you are not ready to go when the bus is leaving, you are not on the bus.

9. Fee Structure:

	2017 (Apr-Dec)	2018 (Jan-Dec)	2019 (Jan-Dec)	2020 (Jan-Mar)
Town Subsidy for Adult	\$3.00	\$3.00	\$3.00	\$3.00
Adult user fare	\$2.50	\$2.50	\$2.50	\$2.50
Town subsidy for Child	\$1.50	\$1.50	\$1.50	\$1.50
Child fare	\$1.25	\$1.25	\$1.25	\$1.25
Additional Child	\$2.50	\$2.50	\$2.50	\$2.50
Age details for children(# of children per adult)	Age 4 & under are free. 1 Child per adult. Each additional child pays adult fare.	Age 4 & under are free. 1 Child per adult. Each additional child pays adult fare.	Age 4 & under are free. 1 Child per adult. Each additional child pays adult fare.	Age 4 & under are free. 1 Child per adult. Each additional child pays adult fare.
Town subsidy for wheelchairs	\$9.00	\$9.00	\$9.00	\$9.00
Wheelchair user fare	\$8.50	\$8.50	\$8.50	\$8.50

Cost:

Adults are \$2.50

Children 5-11 are \$1.25

12 & over pay adult fare

Children under the age of 4 are free

Every additional child must pay adult fare

1 child per adult


10. Miscellaneous:

Also included with the proposal is a petition signed and commented on by over 100 dial-a-ride customers.

RECOMMENDATION

The Community Services Executive Committee recommends to Mayor & Council to sanction the attached Agreement with 539989 ON LTD (North-Air Services) to provide Dial-a-ride services for a (3) year term with an option to renew for additional three (3) year terms, as may be negotiated to the satisfaction of both parties and further that an authorizing by-law be enacted.

Respectfully Submitted,



Jason Kabel

Council approval of this report will sanction the attached Agreement with 539989 ON LTD (North-Air Services) to provide Dial-a-ride services for a (3) year term with an option to renew for additional three (3) year terms, as may be negotiated to the satisfaction of both parties and further that an authorizing by-law be enacted.

FORM OF AGREEMENT TO BE EXECUTED BY THE INDEPENDENT CONTRACTOR

This Agreement dated the day of , 2017.

Between:

The Corporation of the Town of Fort Frances
(the "Town")

and

[Name of Independent Contractor to be inserted here]
(the "Independent Contractor")

Whereas:

- A. The Town requested proposals from Independent Contractors for the provision of the Services (as "Services" is detailed and defined in **Schedule A** attached to and forming part of this Agreement);
- B. The Independent Contractor, in response to the Town's request for proposals (the "RFP") submitted a proposal to provide the Services;
- C. This agreement (the "Agreement") is the Agreement (referred to in sections 2.2(c) and 2.11 of the RFP) that the Independent Contractor agreed to execute should the Independent Contractor's proposal be the one accepted and approved by Council of the Town; and
- D. Council approved the proposal made by the Independent Contractor.

NOW THEREFORE the Town and the Independent Contractor (collectively, the "Parties", individually, a "Party") agree as follows:

- 1. The Independent Contractor, for itself and on behalf of its employees, agents, consultants, contractors, and other representatives, covenants and agrees:
 - 2 (a) to provide and perform the Services for the Term (as "Term" is defined in paragraph 2 of this Agreement):
 - (i) in a diligent and good and workmanlike manner, and in compliance with the provisions of all applicable laws, rules, and regulations (including, without limitation, occupational health and safety laws and regulations); and
 - (b) that the Independent Contractor shall obtain any and all required licenses, approvals, and permits for the purposes of the provision of the Services pursuant to this Agreement; and
 - (c) to provide to the Town, before commencing provision of the Services, a valid Police Vulnerable Sector Check, of all persons performing the Services, satisfactory to the Town and in accordance with requirements to provide the Services in the presence of children.
- 2. The term (the "Term") of this Agreement shall be for three (3) years, from **April 1, 2017** to and including **March 31, 2020** with an option to renew for additional three (3) year terms, as may be negotiated to the satisfaction of both parties.
- 3. The Town agrees:
 - (a) to pay to the Independent Contractor, for the performance by the Independent Contractor of the Services, the sum of fares calculated by the following amounts:

[amounts set out in approved proposal to be inserted here]

per month plus HST thereon, if and as applicable.
- 4. Except as the Town may otherwise agree, the Independent Contractor shall not receive any other payment, benefit, or other compensation for the provision or performance of the

Services by the Independent Contractor other than as set out in paragraph 3 of this Agreement.

5. The Independent Contractor shall take out and keep in force, throughout and for the duration of the Term, a comprehensive policy (herein sometimes referred to as the "Policy") of public liability and property damage insurance in the amount of not less than \$2,000,000 inclusive per occurrence.

Such Policy shall name the Town as an additional insured thereunder and shall contain:

- (a) the insurer's waiver of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled as against the Town, its officers, employees, agents, and councilors, and other representatives, together with a severability of interest clause and a cross liability clause; and
 - (b) an undertaking by the insurer not to cancel, change, lapse or refuse to renew the insurance therein granted without first giving the parties notice of its intentions in writing of at least 60 days prior to the intended change, lapse, cancellation or termination.
6. Notwithstanding anything contained in this Agreement, if:
 - (a) the Independent Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed of the Independent Contractor or the Independent Contractor's business or any part thereof;
 - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Independent Contractor; or
 - (c) the Independent Contractor fails or neglects to properly perform or complete the Services or otherwise fails to comply with the requirements of the RFP

the Town may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Independent Contractor 10 days written notice.

7. It is understood and agreed that the Independent Contractor:
 - (a) is an Independent Contractor and that nothing herein contained shall be construed so as to create a master and servant, or principal and agent relationship, or any other relationship except that of Independent Contractor between the Town and the Independent Contractor respectively;
 - (b) shall be solely responsible for payment of income tax, Canada pension plan contributions, unemployment insurance contributions, WSIB premiums, and any other deductions or contributions required by any law whatsoever to be made by the Independent Contractor with respect to any monies or other benefits received by the Independent Contractor from the Town;
 - (c) is and shall be solely responsible for payment for and otherwise of and as to any of the Independent Contractor's partners, employees, or any person or otherwise associated or engaged in any of the Services with the Independent Contractor; and
 - (d) shall, forthwith upon request of the Town, provide a statement of good standing and/or clearance certificate and/or such other evidence of compliance by the Independent Contractor with Ontario workers compensation legislation and WSIB.
8. The Independent Contractor shall indemnify and save harmless the Town in the event that any governmental authority (including, without limitation, Revenue Canada, Employment Insurance, CPP, WSIB) were to require the Town to make a payment or to have deducted and remitted any amounts that would have been deducted from any payment had the Parties agreed that the payment was one being made in a relationship other than a relationship of independent contracting.
9. Neither this Agreement nor any rights or entitlements under it shall be assignable or otherwise transferable by the Independent Contractor without the prior written consent of the Town.

10. Any notice required or permitted to be given under this Agreement shall be in writing and shall be effectively given if:
- (a) delivered personally;
 - (b) sent by prepaid courier service or mail; or
 - (c) sent prepaid by facsimile or other means of electronic communication confirmed the same or the following day by prepaid mail, addressed,
- on

in the case of notice to the Independent Contractor, as follows:

[Independent Contractor’s contact information to be inserted]

and in the case of the Town, as follows:

The Corporation of the Town of Fort Frances
320 Portage Ave.
Fort Frances, Ontario
P9A 3M5
Attention: Clerk
Email: Islomke@fortfrances.ca

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by facsimile or on the second day following the sending thereof by private courier or mail. Any Party may change any particulars of its address for notice by notice to the other Party in the manner aforesaid.

11. The Independent Contractor shall not disclose to any entity, in any manner whatsoever, any private or personal information, record, or otherwise, found out or otherwise while performing the Services except as permitted by the Town or in accordance with the order of any authority having jurisdiction.
12. This Agreement shall be read with all changes of gender as required where required.
13. This Agreement and everything contained in it shall ensure to the benefit of and be binding upon the respective heirs, executors, administrations, successors, assigns and other legal representatives, as the case may be, of each of the Parties.

IN WITNESS WHEREOF the Parties have executed this Agreement.

Witness to signature

Independent Contractor

Print name of witness

Address of witness:

The Corporation of the Town of Fort Frances

per: _____
Roy Avis, Mayor

per: _____
Elizabeth Slomke, Clerk

We have authority to bind the Town

Schedule A to Agreement

SERVICES TO BE PROVIDED BY THE INDEPENDENT CONTRACTOR

The Independent Contractor (The Operator) is required to provide and perform the following Services:

- 1. Provide a door to door transportation service know as dial-a-ride (the services), Monday to Friday 8:00 am to 5:00 pm and Saturday and Sunday 9:00 am to 1:30 pm except statutory holidays.
- 2. Provide the service only within the geographic boundaries of the Town of Fort Frances.
- 3. Make the service available on the basis of reservations only. Reservations by users to be made by phoning your specified contact number at least 20 minutes prior to scheduled pickup time (schedule below). Return trip reservations are to be arranged directly with the driver or by phone to the Operator (at least 20 minutes prior to schedule).
- 4. The driver shall collect the approved fare in effect from the passenger/user of the services. This may include the provision of pre-sold tokens by the Operator for organizations with clients who use the service.
- 5. The operator shall provide to the Town monthly statistical reports on the number of passengers/users itemized into categories of Seniors, Low income, Mobility Impaired and Other.
- 6. The operator will modify services as recommended by the Town based on feedback from users.
- 7. Abide by and adhere to all the articles listed in the signed Agreement.

Depart Downtown to East End	Depart East End to Downtown	Depart Downtown to North & West End	Depart West & North End to Downtown	Arrive Downtown
MONDAY TO FRIDAY (all times are approximate within 5-8 minutes)				
	7:50 AM	8:00 AM	8:10-8:20 AM	8:30 AM
8:30 AM	8:50 AM	9:00 AM	9:10-9:20 AM	9:30 AM
9:30 AM	9:50 AM	10:00 AM	10:10-10:20 AM	10:30 AM
10:30 AM	10:50 AM	11:00AM	11:10-11:20 AM	11:30 AM
11:30 AM	11:50 AM	12:00PM	12:10-12:20 PM	12:30 PM
12:30 PM	12:50 PM	1:00 PM	1:10-1:20 PM	1:30 PM
1:30 PM	1:50 PM	2:00 PM	2:10-2:20 PM	2:30 PM
2:30 PM	2:50 PM	3:00 PM	3:10-3:20 PM	3:30 PM
4:30 PM	3:50 PM	4:00 PM	4:10-4:20 PM	4:30 PM
Depart Downtown to East End	Depart East End to Downtown	Depart Downtown to North & West End	Depart West & North End to Downtown	Arrive Downtown
SATURDAY & SUNDAY (all times are approximate within 5-8 minutes)				
8:50 AM	9:00 AM	9:10 AM	9:20 AM	9:30 AM
9:50 AM	10:00 AM	10:10 AM	10:20 AM	10:30 AM
10:50 AM	11:00 AM	11:10 AM	11:20 AM	11:30 AM
11:50 AM	12 :00 PM	12:10 PM	12:20 PM	12:30 PM
12:50 PM	1:00 PM	1:10 PM	1:20 PM	1:30 PM