

Agreement made this _____ day of _____, 2019.

BETWEEN:

LEDUC BUS LINES LTD

8467 County Road 17, Rockland (Ontario),
represented by Gilbert Leduc,

AND

The **CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**

1560 Laurier Street, Rockland (Ontario),
represented by Pierre Boucher, Director of Community Services

WHEREAS the City of Clarence-Rockland has terminated its service agreement with Leduc Bus Lines Ltd for the provision of public transportation services (CR Transpo); and

WHEREAS Council has deemed it appropriate to collaborate with service providers that are willing to provide private transit services to the residents of Clarence-Rockland; and

WHEREAS Council has deemed it in the interests of the residents of the City of Clarence-Rockland to enter into an Agreement to allow for the use of City bus shelters, stops, and parking lots by private transit service providers;

BOTH parties hereby agree to the following:

1. Use of City Bus Shelters and stops

- a. The City of Clarence-Rockland hereby authorizes Leduc Bus Line Ltd to utilize all available municipal bus shelters and stops within its jurisdiction, for its users, at no cost.

2. Use of Municipal Parking Lots

- a. The City of Clarence-Rockland hereby authorizes Leduc Bus Line Ltd to utilize the municipal parking lots identified under Schedule 'A' to this Agreement, as park-and-ride for its users, subject to availability, at no cost.

3. Ridership Statistics

- a. Leduc Bus Lines Ltd hereby accepts to prepare and submit an annual ridership statistical report to the City of Clarence-Rockland.

4. Insurance

- a. Leduc Bus Lines Ltd shall provide and maintain, during the term of the Agreement, General Liability insurance subject to limits of not less than \$5,000,000.00 per occurrence
- b. Leduc Bus Lines Ltd shall provide and maintain an owned automobile liability policy that provides coverage to carry passengers for compensation for at least the minimum limits required for the jurisdiction in which they operating and a Public Vehicle Operating Licence where required.

5. Indemnification

- a. Leduc Bus Lines Ltd shall defend, indemnify and save harmless the City of Clarence-Rockland its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Leduc Bus Lines Ltd, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by Leduc Bus Lines Ltd in accordance with this Agreement, and shall survive this Agreement.
- b. Leduc Bus Lines Ltd agrees to defend, indemnify and save harmless the City of Clarence-Rockland from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to Leduc Bus Lines Ltd's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Leduc Bus Lines Ltd in accordance with this Agreement, and shall survive this Agreement.

6. General Provisions

- a. This Agreement shall not be deemed or construed as being an exclusive right to Leduc Bus Lines Ltd.
- b. Nothing herein contained shall be deemed or construed so as to make, render or constitute the parties hereto partners with one another.
- c. All references to a day or days in this Agreement shall mean a calendar day or calendar days.

7. Notice

- a. Any notice provided for under this Agreement shall be in writing and shall be sufficiently given if delivered personally or if transmitted by email or facsimile with an original signed copy sent by prepaid registered mail within forty-eight (48) hours thereafter or if mailed, by prepaid registered mail, to the parties, as follows:
 - (a) To the City of Clarence-Rockland:
1560, rue Laurier Street
Rockland, ON K4K 1P7
Attention: Director of Community Services
 - (b) To Leduc Bus Lines Ltd:
8467 County Road 17
Rockland, ON K4K 1K7
Attention: Gilbert Leduc

8. Term

- a. This Agreement comes into force on the 1st day of September 2019 provided that it is executed by both parties hereto and shall continue in force for a period of five (5) years.

9. Renewal

- a. This Agreement shall automatically review for another five (5) years unless one of the parties provides the other party sixty (60) days written notice prior to the renewal date of an intent to revise portions of the Agreement.

10. Termination

- a. This Agreement may be terminated, by either party, upon sixty (60) days written notice of intention to terminate, by the party wishing to terminate upon the other party.

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

LEDUC BUS LINE LTD.

GILBERT LEDUC

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

PIERRE BOUCHER, Director of Community Services

Agreement between Leduc Bus Lines Ltd and the Corporation of the City of Clarence-Rockland

Municipal Parkings

City Hall - Rockland
Jean-Marc Lalonde Arena – Rockland
Clarence-Rockland Museum – Rockland
Clarence Creek Arena
Ronald Lalonde Community Centre - St-Pascal
Bourget Community Centre
Alphonse Carrière Community Centre - Hammond

Bus Shelters

Laurier / Bonavista – Rockland
Museum – 687 Laurier – Rockland City Hall – Rockland
Très Sainte-Trinité Church – Rockland
Laurier / Laporte – Rockland
Jérôme Corbeil / Topaze – Rockland
Landry / Hwy 17
Clarence Creek Arena
Bourget Community Centre
Alphonse Carrière Community Centre - Hammond
Russell / Grand Tronc - Cheney