

ProPASS Service Agreement

THIS AGREEMENT made this _____ day of _____, 20_____.

BETWEEN:

CITY OF KAMLOOPS

a municipal corporation under the *Local Government Act*,
having its offices at 7 Victoria Street West, Kamloops, in the
Province of British Columbia, V2C 1A2

(hereinafter called the "City")

OF THE FIRST PART

AND:

(hereinafter called the "Employer")

OF THE SECOND PART

WHEREAS:

- A. The Employer's Transportation Demand Management policies encourage employees to use alternative modes of transportation to reduce the number of employees traveling in single occupancy vehicles to and from work.
- B. The Employer and the City agree to work together to encourage the use of alternate forms of transportation to and from work by making the purchase of ProPASS available to the Employer's employees through payroll deduction. The purchase of ProPASS is allowed for each employee.

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

"Program" means the ProPASS program, which offers annual transit passes by way of employee payroll deduction.

"ProPASS" means the form of bus pass supplied by the City for the sole purpose of the Program.

2. PROGRAM REQUIREMENTS

- 2.1 Once executed, this agreement is perpetual, but either party may terminate the agreement on written notice delivered as noted herein.
- 2.2 The City reserves the right to approve or decline employer applications to the Program.

- 2.3 The Employer must have a minimum of three staff members to enter into this agreement (not all of the Employer's staff need to enroll in the ProPASS program).
- 2.4 The Employer will be responsible for the administration of all ProPASSes to employees by:
 - a) ensuring each principal applicant is an employee of the Employer and is eligible to receive a ProPASS
 - b) deducting payment for the principal ProPASS and any additional ProPASSes signed up for under a principal ProPASS holder from the principal ProPASS holder's earnings and submitting the remittance to the City (see item 3.2 below)
 - c) completing applicable City forms as provided to the Employer
 - d) using the ProPASS production process as established by the City
- 2.5 The design and specifications of the ProPASSes are the sole responsibility of the City.

3. PROGRAM COST AND REMITTANCES

- 3.1 The ProPASS is available at an annual rate of \$480 (effective September 1, 2019).
- 3.2 The ProPASS program allows for up to two additional adult family members living in the same household as the ProPASS holder to also sign up for ProPASS. As the principal ProPASS holder's employer, you must agree to this and will be responsible for deducting payment for each additional individual from the principal ProPASS holder's earnings and submitting the remittance to the City.
- 3.3 By the 25th day of each month, the Employer will provide the City with a written statement that lists the names of all employees enrolled in the Program and the number of corresponding ProPASSes for the following month. By the first day of each month, the City will invoice the Employer for the remittance due for that month, based upon the number of ProPASSes listed in the written statement for that month (e.g. 10 ProPASSes x \$40 = \$400). The term is 30 days.
- 3.4 The tariff rate of ProPASS for the City will be reviewed and adjusted by the City periodically. The Employer will receive a minimum of two months' advance notice of any changes to the tariff rate, specifying an implementation date. Tariff rate changes must be applied to all existing and future ProPASS holders no later than the implementation date specified in the notice provided herein.
- 3.5 The City reserves the right to refuse to provide passes if any payments due and owing to Kamloops Transit by the employer are outstanding.

4. EMPLOYEE ENROLMENT, SUSPENSION, TERMINATION

- 4.1 Employees must participate in the Program for a minimum of four months. Once enrolled, the ProPASS will be a "perpetual pass" and will not have to be renewed annually.

- 4.2 An employee may terminate their participation in the program if ONE of the following conditions applies and items 4.3 through 4.7 and items 5.1 through 5.2 of this agreement have been complied with:
- after the first four months upon submitting a request to terminate, in writing, to the employer
 - where an employee moves or is relocated outside the Kamloops Transit service area
 - where an employee's employment with the Employer is terminated (this includes retirement)
 - for any other reason which has been authorized and agreed to in writing by the Employer and the City
- 4.3 Prior to terminating their participation in the Program, an employee must physically return their ProPASS to the Employer.
- 4.4 The Employer will, upon the employee's return of a ProPASS under item 4.5 below, return the ProPASS to the City for purpose of cancellation and reporting.
- 4.5 Upon termination of an employee's employment, the Employer will undertake to retrieve the ProPASS from the terminated employee. The ProPASS will be forwarded to the City for cancellation and reporting. Where a ProPASS cannot be retrieved from a terminated employee, the City will be notified in writing by the Employer that the ProPASS should be cancelled.
- 4.6 The Employer shall be responsible for remitting the ProPASS rate established herein until the ProPASS is returned to the City or notice is provided to the City to cancel the ProPASS.
- 4.7 An employee's participation in the Program may be suspended for periods of time under the following conditions. Upon suspension, the Employer shall immediately notify the City, in writing, and undertake to keep the ProPASS in safekeeping at its premises until the leave is ended. The conditions are as follows:
- maternity or parental leave
 - long-term disability
 - WorkSafeBC time-loss claims lasting more than 30 days
 - other leave as authorized and agreed to in writing by the Employer and the City

Scheduled vacation, training, or leaves of absence not described above are not qualifying conditions for suspension under this Section.

5. LOST OR STOLEN PASSES

- 5.1 Employees shall notify the City and the Employer, in writing, if their ProPASS has been lost or stolen. The employee shall go to Development, Engineering, and Sustainability (105 Seymour Street) directly to arrange for a replacement ProPASS to be issued. The employee will pay the City a \$20 ProPASS replacement fee.
- 5.2 A lost or stolen ProPASS does not relieve the Employer from continuing to make remittances for that employee under the Program.

6. NOTICES

All notices and communications between the City and the Employer will be in writing and will be deemed to have been sufficiently given or made if personally delivered to the person to whom they are addressed or if sent by mail or facsimile transmission addressed as shown below. Notices or communications sent by mail shall be deemed to be received on the fifth business day after mailing.

To the Employer:

Company or Agency Name:

Address:

City:

Attention:

Fax:

Phone:

To the City:

City of Kamloops
7 Victoria Street West
Kamloops BC V2C 1A2
Attention: ProPASS Program
Phone: 250-828-3702
Email: transit@kamloops.ca

The addresses herein shall be deemed amended when either party notifies the other in writing as outlined above.

In consideration of the foregoing, the parties are agreed as evidenced by the signatures below:

Employer:

Representative (Please Print)	Signature	Date

City of Kamloops:

Representative (Please Print)	Signature	Date

**Appendix A
City/Employer Contact Information**

Please complete the Employer information and return to City by email to transit@kamloops.ca.

Contact	Name and email	Phone No.
Employer: ProPASS administrator (regarding agreement, employee enrolment, and employee changes)		
Employer: ProPASS accounts payable contact (regarding monthly remittance to City)		
City of Kamloops Transportation Division For information regarding the agreement, new applications, and employee information for the ProPASS Program	transit@kamloops.ca	250-828-3702