

## TRANSPORTATION PASS FUNDING AGREEMENT

BETWEEN:

**THE REGIONAL MUNICIPALITY OF HALTON**

hereinafter referred to as the "Region"

- and -

**THE CORPORATION OF THE CITY OF BURLINGTON**

hereinafter referred to as the "Transit Company"

**WHEREAS** the Region funds the Subsidized Passes for Low Income Transit ("SPLIT") program to assist low income residents of the Region with the cost of public transportation by providing them with discounted Transit Passes and/or Single Fare Tickets;

**AND WHEREAS** the Transit Company has agreed to assist the Region with the SPLIT program by distributing the Transit Passes and/or Single Fare Tickets to Eligible Residents subject to certain criteria and terms and conditions established by the Region;

**NOW THEREFORE** in consideration of their respective obligations and agreements set out below, the parties agree as follows:

### **1.0 INTERPRETATION**

**1.1** In this Agreement, the following definitions will apply:

- (a) "Applicable Legislation" means all applicable law, statutes, regulations, guidelines and policies, now or hereafter in existence having the force of law related to the Transit Company's services;
- (b) "Commissioner" means the Commissioner of Social and Community Services for the Region, or the Commissioner's delegate;
- (c) "Eligible Resident" means a resident of the Region that the Region determines meets its eligibility requirements for a discounted Transit Pass and/or Single Fare Ticket;
- (d) "Funding" means the Regional funding used to reimburse the Transit Company for the costs of distributing discounted Transit Passes and/or Single Fare Tickets to Eligible Residents;

- (e) "Services" means the distribution by the Transit Company of discounted Transit Passes and/or Single Fare Tickets to Eligible Residents;
- (f) "Single Fare Ticket" means a single fare ticket for municipal public transit purchased at the Transit Company by the Eligible Residents for a discounted rate; and
- (g) "Transit Pass" means a monthly transit pass for municipal public transit purchased at the Transit Company by the Eligible Residents for a discounted rate.

## **2.0 TERM AND TERMINATION**

- 2.1** The term of this Agreement shall commence upon the execution of this Agreement and continue until December 31, 2017, subject to Funding availability.
- 2.2** Either Party may at any time provide thirty (30) days' written notice to the other Party to suspend or terminate this Agreement. On receipt of such notice, the Transit Company will perform no further Services other than those reasonably required to complete the Services in progress as determined by the Region.
- 2.3** Notwithstanding Section 2.2, either Party may terminate this Agreement for cause, with five (5) days written notice, where the other Party fails to comply with the terms and conditions set out in this Agreement. On receipt of such notice, the Transit Company will perform no further Services other than those reasonably required to complete the Services in progress as determined by the Region.
- 2.4** Without limiting the Region's rights under Section 2.2 and Section 2.3, where the Transit Company fails to comply with the terms and conditions in this Agreement, the Region may as an alternative to termination undertake the dispute resolution procedure in Section 15.
- 2.5** Within thirty (30) days of the earlier of either the end of this agreement or a notice of termination from the Region, the Transit Company will forward to the Region any and all records, files, reports, data, documentation or information in the possession of the Transit Company relating to the Services provided.

**3.0 FUNDING**

- 3.1** The Transit Company will provide an invoice to the Region on a monthly basis through a mutual portal system, in a form acceptable to the Region and in accordance with Section 5.
- 3.2** The Region will reimburse the Transit Company fifty percent (50%) of the cost of each Transit Pass and/or Single Fare Ticket, exclusive of applicable taxes, purchased by an Eligible Resident within thirty (30) days of receiving an invoice.
- 3.3** The invoice from the Transit Company immediately following a fare increase shall include notice to the Region of the new Transit Pass and/or Single Fare Ticket prices.
- 3.4** Despite the provision of Section 3.1, the Commissioner will, in his/her sole discretion, be entitled to amend the terms and conditions of payment set out above, of which written notice will be provided to the Transit Company.

**4.0 SERVICES**

- 4.1** The Region will establish an application process and identify Eligible Residents by applying the Region's eligibility requirements. Upon consent of the Eligible Resident, his/her name and approved fare type will be input by the Region into the secure SPLIT portal which can be accessed by the Region and authorized Transit Company staff. Eligible Residents will be eligible for one (1) year and must reapply thereafter.
- 4.2** The Transit Company will establish and apply a process for verifying and documenting the names of the Eligible Residents in order to ensure that Transit Passes are distributed to Eligible Residents only.
- 4.3** If the Transit Company's failure to exercise proper due diligence in the verification and documentation process required by Section 4.2 results in the provision of Transit Passes to individuals who are not Eligible Residents, the Region may not reimburse the Transit Company for the amount that represents the cost of the improperly distributed Transit Passes.

**5.0 REPORTING AND MONITORING**

- 5.1** The Transit Company will provide monthly Point of Sale Reports via mail to the Region in a format satisfactory to the Region.

**6.0 RECORDS**

- 6.1** The Transit Company will maintain financial and other records related to this Agreement in a manner satisfactory to the Region. Such records will be made available to the Commissioner for review and/or audit upon reasonable notice to the Transit Company and subject to the Transit Company's security procedures. The Region will be entitled to make copies of any of the Transit Company's records in connection with this Agreement.
- 6.2** The Transit Company will retain all records referred to in Section 6.1 for a minimum period of seven (7) years from the creation of such record.
- 6.3** Section 6.0 will survive expiration or termination of this Agreement.

**7.0 INDEMNIFICATION**

- 7.1** The Transit Company indemnifies and saves harmless the Region, its councillors, officers, employees, agents and contractors from any and all costs, claims, actions, loss, injury, expense, damages, fines, or recoveries, arising out of any act or omission of the Transit Company, its councillors, officers, employees, agents and contractors in connection with this Agreement.
- 7.2** The Region indemnifies and saves harmless the Transit Company, its councillors, officers, employees, agents and contractors from any and all costs, claims, actions, loss, injury, expense, damages, fines or recoveries arising out of any act or omission of the Region, its councillors, officers, employees, agents and contractors in connection with this Agreement.
- 7.3** The indemnities in Sections 7.1 and 7.2 include all reasonable legal costs (including fees and disbursements) incurred by the party indemnified, but does not include any administrative costs incurred by the party indemnified.
- 7.4** Section 7.0 will survive expiry or termination of this Agreement.

**8.0 COMPLIANCE WITH LAWS**

- 8.1** The Transit Company agrees that it will take any and all action and will do and provide the Services herein required to be provided in compliance with any Applicable Legislation. The Transit Company acknowledges and agrees that this Agreement may be terminated for the failure of the Transit Company to comply with any Applicable Legislation.

**9.0 FREEDOM OF INFORMATION**

- 9.1** The Region may audit the Transit Company's policies, practices and procedures with respect to the Transit Company's compliance with the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and the Transit Company will allow the Region to enter the Transit Company's premises, talk to staff, review documents and take any other steps that may be necessary in this regard; all subject to the Transit Company's security procedures.
- 9.2** The Transit Company acknowledges that the Transit Company has an obligation to comply with the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56, as amended. The Transit Company will assist and cooperate with the Region in complying with the requirements of the Act.
- 9.3** Either Party acknowledges that it may receive confidential information about the other Party during the term of this Agreement. The receiving Party, its employees, agents and contractors will not divulge any confidential information about the disclosing Party acquired during the term of this Agreement, without the prior written consent of the disclosing Party. Furthermore, the receiving Party will not use any confidential information acquired during the term of this Agreement for any purposes other than to fulfill its obligations under this Agreement, without specific written authorization by the disclosing Party. For the purposes of this section, confidential information means any information that is not publicly available.

**10.0 NOTICE**

- 10.1** Any notice, election, demand, request, consent or objection required or contemplated to be given or made by any provisions of this Agreement will be given or made in writing and either delivered personally or sent by registered mail, postage prepaid, addressed:

to the Region at:

1151 Bronte Road  
Oakville, Ontario  
L6M 3L1  
Attention: Director, Employment & Social Services

to the Transit Company at:

426 Brant Street  
Burlington, Ontario  
L7R 3Z6  
Attention: Director of Transit

and will be deemed to have been received, if delivered personally, upon delivery and if mailed, five (5) days after the mailing thereof in a Post Office in Ontario. Any party may from time to time change the address to which notice is to be sent by giving written notice to the other party hereto.

#### **11.0 CONFLICT OF INTEREST**

- 11.1** The Transit Company will have a policy in place which is satisfactory to the Region to prevent conflicts of interest in the management of the program. The Transit Company will disclose to the Region any existing or potential conflict of interest that may exist at the date of signing or arise during the term of this Agreement.

#### **12.0 RIGHTS AND REMEDIES**

- 12.1** Nothing contained in this Agreement will be construed as restricting or preventing either party from relying on any right or remedy available to it at common law or by statute in the event of any breach of this Agreement or any terms or conditions of this Agreement by either party.

#### **13.0 NO EMPLOYMENT**

- 13.1** The parties expressly declare that it is neither their intention, nor their agreement, that this Agreement or any arrangements between them, will establish or deem to establish the Region as employer of the Transit Company or the parties as partners, joint venturers, or as agents for one another.

#### **14.0 NON-EXCLUSIVITY**

- 14.1** Nothing in this Agreement will be construed as to give the Transit Company any exclusive right or privilege in providing the Services or other activities described herein. The Region will retain the right to perform or contract for the same or similar services to be provided for Eligible Residents in the same geographic area.

#### **15.0 DISPUTE RESOLUTION**

- 15.1** If any disputes arise in regard to this Agreement, the Region, while retaining the right to terminate this Agreement at any time as set out above, may follow the dispute resolution process set out below:

Step 1: A verbal warning from the Region will be issued to the Transit Company. The Regional representative will outline the non-compliance with respect to any of the terms and conditions or performance requirements outlined in this Agreement.

Step 2: If non-compliance continues, a written notice from the Region will be issued to the Transit Company, stating the non-compliance and setting a time period for the Transit Company to correct it and warning of termination should it not be corrected in the allotted time.

Step 3: If the non-compliance continues, the Region retains the right to terminate this Agreement in accordance with Section 2.3, at any time during the dispute resolution process at its sole discretion.

## **16.0 FORMALITIES**

- 16.1** The parties acknowledge that this Agreement constitutes the entire agreement between them. Any change, alteration or amendment to this Agreement will be made in writing and signed by the parties.
- 16.2** This Agreement extends and enures to the benefit of, and is binding upon, the parties and their respective successors and assigns.
- 16.3** Should any provision or provisions of this Agreement be illegal or unenforceable, it or they will be considered separate and severable from this Agreement, and the remaining provisions will remain in force and be binding upon the parties.
- 16.4** All agreements, covenants and indemnifications in this Agreement will survive the expiration or earlier termination of this Agreement.
- 16.5** The parties will, upon the reasonable request of the other, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, documents and assurances necessary to give effect to this Agreement.
- 16.6** Acknowledgement of Regional support will be made as per current visibility identity guidelines of the Region of Halton, Strategic Communications Division. The Transit Company will contact its Regional representative, Social and Community Services for all matters related to Regional recognition.
- 16.7** This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 16.8** Neither Party shall assign or transfer any or all of its rights or its duties or obligations hereunder without the prior written consent of the other Party.
- 16.9** Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.

*(executions on following page)*

This agreement is being validly signed by the parties.

	)	THE REGIONAL MUNICIPALITY OF HALTON
	)	
This    day of                    , 2017	)	
	)	
	)	Per: _____
at the Town of Oakville, in the	)	Alex Sarchuk, Commissioner of Social
	)	and Community Services
Province of Ontario	)	
	)	I/We have authority to bind the corporation.
	)	
	)	
This    day of                    , 2017	)	THE CORPORATION OF THE CITY OF BURLINGTON
	)	
	)	
at the            of                    , in the	)	
	)	
Province of Ontario.	)	_____
	)	Name:
	)	Title:
	)	
	)	I/We have authority to bind the corporation.
	)	