

**TRANSPORTATION PASS FUNDING AGREEMENT**

B E T W E E N:

**THE REGIONAL MUNICIPALITY OF HALTON**

hereinafter referred to as the "Region"

- and -

**THE CORPORATION OF THE TOWN OF HALTON HILLS**

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 ActiVan Tickets and/or Taxi Scrip Dollars;

**AND WHEREAS** the Transit Company has agreed to assist the Region with the SPLIT program by distributing the ActiVan Tickets and/or Taxi Scrip Dollars 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) "ActiVan Ticket" means a ticket for ActiVan services purchased at the Transit Company by the Eligible Residents for a discounted rate;
- (b) "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 care and/or services;
- (c) "Commissioner" means the Commissioner of Social and Community Services for the Region, or the Commissioner's delegate;
- (d) "Eligible Resident" means a resident of the Region that the Region determines meets its eligibility requirements for discounted ActiVan Tickets and/or Taxi Scrip Dollars;

- (e) “Funding” means the Regional funding used to reimburse the Transit Company for the costs of distributing discounted ActiVan Tickets and/or Taxi Scrip Dollars to Eligible Residents;
- (f) “Fee” means the fee charged by the Transit Company for the ActiVan Tickets and/or Taxi Scrip Dollars;
- (g) “Services” means the distribution by the Transit Company of discounted ActiVan Tickets and/or Taxi Scrip Dollars to Eligible Residents;
- (h) “Taxi Scrip Dollars” means the taxi scrip dollars purchased at the Transit Company for use of taxis in the geographic area of Halton Hills 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, 2020, 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. Upon the expiry of the five (5) days, 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 either Party fails to comply with the terms and conditions in this Agreement, the compliant Party may as an alternative to termination undertake the dispute resolution procedure in Section 15 or may otherwise require the non-compliant Party to take remedial action to rectify or improve its performance.
- 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 ActiVan Ticket and/or Taxi Scrip Dollars, 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 ActiVan Tickets and/or Taxi Scrip Dollars 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 thirty (30) days' 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 ActiVan Tickets and/or Taxi Scrip Dollars 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 ActiVan Tickets and/or Taxi Scrip Dollars 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 ActiVan Tickets and/or Taxi Scrip Dollars.

### **5.0 REPORTING AND MONITORING**

- 5.1 The Transit Company will provide monthly documentation of the sale of ActiVan Tickets and Taxi Scrip Dollars via postal mail service or courier 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. 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.
- 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 law, the order of any Board or of any Court of competent jurisdiction, rule, regulation or requirement of the Government of Canada, or the Government of the Province of Ontario, or of any local Government, Board, Commission, Department or Officer. The Transit Company acknowledges and agrees that this Agreement may be terminated for the failure of the Transit Company to comply with any Applicable Law, rule, regulation, Policy or requirement.

## 9.0 FREEDOM OF INFORMATION

- 9.1 Either Party may audit the other Party's policies, practices and procedures with respect to the Party's compliance with *Personal Information Protection and Electronic Documents Act* (PIPEDA) or *Personal Health Information Protection Act* (PHIPA) and either Party will allow the other Party to enter the Transit Company's premises, talk to staff, review documents and take any other steps that may be necessary in this regard.
- 9.2 The Parties acknowledge that, in addition to any requirements under PIPEDA or PHIPA, both Parties have 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. Both Parties agree to assist and cooperate with the other Party in complying with the requirements of these Acts.
- 9.3 The Transit Company acknowledges that it may receive confidential information about the Region in the course of providing services pursuant to this Agreement. The Transit Company, its employees, agents and contractors will not divulge any confidential information about the Region acquired in the course of carrying out its services, without the prior written consent of the Region. Furthermore, the Transit Company will not use any confidential information acquired in the course of carrying out the services for any purposes other than the provision of services under this Agreement, without specific written authorization by the Region. For the purposes of this section, confidential information means any information that is not in the public domain.

## 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:

1 Halton Hills Drive  
 Halton Hills, Ontario  
 L7G 5G2

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 be, establish or deemed to be 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, 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.

*(executions on following page)*

This agreement is being validly signed by the parties.

This    day of                    , 2020  
at the Town of Halton Hills, in the  
Province of Ontario

) THE REGIONAL MUNICIPALITY OF HALTON  
)  
)  
)  
) Per: \_\_\_\_\_  
)                    Alex Sarchuk, Commissioner of Social  
)                    and Community Services  
)  
) I/We have authority to bind the corporation.  
)  
)

This    day of                    , 2020  
at the Town of Halton Hills  
Province of Ontario.

) THE CORPORATION OF THE TOWN OF HALTON  
) HILLS  
)  
)  
) \_\_\_\_\_  
) Name:  
) Title:  
)  
) I/We have authority to bind the corporation.  
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) \_\_\_\_\_  
) Name:  
) Title:  
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) I/We have authority to bind the corporation.