

Universal Transit Pass Agreement for students of Sir Sandford Fleming College dated this 25 day of JANUARY 2016

Between:

The Corporation of the City of Peterborough
(herein referred to as "Peterborough Transit")

and

Fleming College Student Administrative Council Inc.
(herein referred to as "Fleming SAC")

Recitals

- A. The Fleming SAC for the Sutherland Campus of Sir Sandford Fleming College ("SSFC") and the City of Peterborough's Transit Division ("Peterborough Transit") have entered into discussions about establishing a universal transit pass for students of the Sutherland Campus of SSFC.
- B. Fleming SAC and Peterborough Transit wish to set out the terms and conditions upon which a Universal Transit Pass and enhanced Transit Service to SSFC would be provided pending the outcome of a student referendum supporting same.
- C. Prior to establishing a Universal Transit Pass and enhanced Transit Service to SSFC, Fleming SAC held a student referendum and the outcome of that referendum supported same.

Now the parties, for the consideration and exchange of the covenants set out herein, the receipt and sufficiency which is hereby acknowledged, agree as follows:

Term and Termination

- 1. The term of the agreement will remain in full force and effect for a term of three years, commencing on June 1, 2016 and being fully completed on June 1, 2019, subject to either party invoking applicable termination or extension clauses.
- 2. Under mutual agreement the parties shall have the right to extend the term of the agreement for two additional years commencing on June 1, 2019, and ending on June 1, 2021, upon the same terms and conditions. Either party wishing to invoke this extension shall provide notice in writing on or before January 30, 2019.

3. Following the completion of the first three year term, and providing that the party seeking to terminate the agreement is not in breach of any material obligation contained herein, Fleming SAC or the City of Peterborough may terminate this agreement effective June 1 of the applicable year upon providing notice to the other in writing on or before January 30 of the applicable year.

Student Access to Peterborough Transit Services

4. All eligible students of SSFC will be permitted unlimited rides on all Peterborough Transit Routes and associated Specialized Transit Services (Handi-van), for the 12 month period of each school year between September 1 to August 31 of each year of this agreement, subject to the following conditions:
 - a. Students are enrolled in programs at SSFC and must be deemed eligible for the Universal Transit Pass in accordance with the Eligibility Policies established by Fleming SAC;
 - b. Students abide by the policies of Peterborough Transit;
 - c. Students present valid SSFC student transit pass to the bus driver upon boarding proving their eligibility to ride on Peterborough Transit;
 - d. Access to the Handi-van service is subject to the eligibility requirements of Peterborough Transit, as amended from time to time; and
 - e. Access to the Handi-van service is subject to established ride booking procedures and appointment availability.

Continuity of Existing Services Provided by Peterborough Transit

5. Peterborough Transit will continue to provide regular base transit service to SSFC during the term of the agreement.
6. Peterborough Transit reserves the right to add, remove or modify existing base transit routes to SSFC as it deems appropriate, which may include additional base routes that use or access transit stops within the campus or stops along the routes of the proposed SSFC Express routes.
7. Peterborough Transit reserves the right to adjust the schedule and/or frequency of existing or any new base services in response to ridership demands or other factors deemed appropriate by Peterborough Transit in its sole opinion.

8. In event of a change to existing or new base transit services to SSFC during the term of the agreement, Peterborough Transit will provide reasonable notice to Fleming SAC in advance of the change in service.

New Services to be Provided by Peterborough Transit

9. Notwithstanding the following sections, modifications or changes to the new services being provided as part of this agreement may be made by the parties without requiring amendments to this agreement. All changes will be confirmed in writing as per the notification procedure in this agreement.
10. All new services provided as part of this agreement can also be used and accessed by all customers of Peterborough Transit upon payment of regular transit fares in force at the time. Fares collected on any new service routes provided as part of this agreement will be retained by Peterborough Transit and will not reduce any amounts owing by Fleming SAC.
11. Peterborough Transit will introduce and operate two Fleming Express Routes between the Downtown Transit Terminal and SSFC on Monday to Friday during the fall and winter semesters with implementation to occur in two phases as described below:
 - a. Phase 1: Route 1 will begin service on or about September 6, 2016, and will follow the existing Fleming Express route and operate on 30 minute frequency between the hours of 6:30 am and 7:00 pm, and a 60 minute frequency between the hours of 7:00 pm and 10:30 pm;
 - b. Phase 2: Route 2 will begin on or about September 5, 2017, or as agreed to subsequently, and will generally follow Sherbrooke Street and Brealey Drive and operate on a 30 minute frequency between the hours of 6:45 am and 7:15 pm; and
 - c. Unless otherwise agreed, service will not be provided on the two Fleming Express routes during the December-January planned closure of SSFC, as announced in the annual academic calendar for each school year.
12. Peterborough Transit will introduce and operate a late night shuttle service in Phase 1 beginning on or about September 8, 2016 each Thursday, Friday and Saturday evening during the fall and winter semesters, between the hours of 11:30 pm and 3:30 am, with routing and schedule to be agreed upon between the parties.

13. Peterborough Transit and Fleming SAC agree that the following additional provisional services may be implemented in Phase 2, or as agreed to subsequently, if it is agreed that there is sufficient demand:
 - a. Saturday Express Service – hourly service on one express route between the hours of 7:30 am and 5:30 pm; and
 - b. Summer Semester Service – hourly service on one express route between the hours of 7:30 am and 5:30 pm during the Summer Semester.
14. Unless otherwise agreed, New Services described in Section 11-13, will not be provided on the following Statutory Holidays: New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.
15. The additional provisional services described in Section 13 will be implemented by Peterborough Transit within 4 months following receipt of written notice requesting the addition of the provisional service, unless agreed to otherwise.
16. Either party may reduce or otherwise amend the service levels outlined in this agreement, or agreed to in writing subsequently, upon providing 4 months written notice to the other party.

Other Enhanced Services

17. Peterborough Transit and Fleming SAC may enter into an additional agreement(s) to fund and provide additional customer service enhancements, as follows:
 - a. Integrated Real Time Passenger Information System, providing automated 'next bus' information to passengers through various media including internet, smart phone and cell phone applications;
 - b. Automated passenger counting technology for enhanced ridership monitoring; and
 - c. Enhanced / upgraded Fleming Express stops which may include fully accessible stop infrastructure, shelters, benches, real time bus arrival displays, route maps and schedules, and other amenities as agreed upon by the parties.

Program Administration

18. The parties agree to the establishment of Program Liaison Committee with membership from Peterborough Transit, Fleming SAC, and SSFC. The Program Liaison Committee will meet quarterly to:
 - a. review program performance;
 - b. to review and/or resolve service levels, route performance, ridership, and other performance issues that may arise from time to time; and
 - c. discuss program or service issues, changes to services or to this agreement.
19. Administration for the Universal Transit Pass Program will be the responsibility of Fleming SAC. New services provided as part of this agreement will be provided by Peterborough Transit on a fee for service basis as described in this agreement.
20. Fleming SAC will develop and implement policies to govern the Universal Transit Pass Program including:
 - a. program eligibility, including consideration of full / part time students and continuing education students;
 - b. establishment, collection, and management of fees or levies applied to student tuition;
 - c. refund policies and processes for students who withdraw from classes;
 - d. policies and process for replacing lost or stolen passes (including issuing temporary passes as required);
 - e. anti-fraud policies including use of student photo ID card or Student Transit Pass Card to prove eligibility for access to Peterborough Transit buses;
 - f. provision and dissemination of printed route maps and schedules to eligible Fleming Students for all Fleming Express routes and other new services provided as part of the agreement including any planned variations to routes or schedules for different periods of the school year. Electronic copies of route maps and schedules for Fleming Express routes will be provided by Peterborough Transit for posting on the City of Peterborough Website and in the downtown Transit Terminal. Fleming SAC will arrange for posting electronic copies of route maps

and schedules for Fleming Express routes on the Fleming SAC website;

- g. on-campus advertising and marketing of services to students, including a web page for students that provides information on Fleming SAC policies and access to route maps and schedules for new services. The purchase of on-bus advertising is not included in this agreement and is subject to the Sponsorship, Naming Rights and Advertising Policy of the City of Peterborough;
 - h. receiving, tracking and responding to student passenger complaints about service hours or program policies. Complaints regarding Peterborough Transit service or policies shall be forwarded to Peterborough Transit;
 - i. policies and procedures to allow for routine adjustments to student levy rates to cover annual cost increases or planned service level changes without requiring a new referendum; and
 - j. policies for student initiated termination of this agreement.
21. Fleming SAC agrees that policies developed under Section 20 will be consistent with the operational policies of Peterborough Transit and that any new policies or changes to approved policies will be submitted in writing to Peterborough Transit for review and approval a minimum of 60 days in advance of implementation.
22. Peterborough Transit agrees that review and approval of any new policies or changes to approved policies will be completed within 30 days of receipt and that the review will focus on consistency with current or amended policies of Peterborough Transit and any applicable legislation governing delivery of transit services (E.g. Accessibility for Ontarians with Disabilities Act), and that approval of such policies will not be unreasonably withheld.
23. Notwithstanding Section 20(e) above, the City reserves the right to check the validity of a Student Transit Pass Card with respect to the identity of the user and to further deny use of the Student Transit Pass Card for cause.

Fees for Service and Billing

24. Peterborough transit will continue to provide existing services as described in Sections 5 to 8 inclusive of this agreement at no charge to Fleming SAC.
25. Existing Handi-van services will be provided for eligible students at no charge to Fleming SAC.

26. Peterborough Transit will provide new transit services to Fleming SAC as described in Sections 11 to 15 inclusive of this agreement, or as subsequently agreed to, and will charge Fleming SAC for each hour of service delivered at the rate of \$83.00, plus applicable taxes, per hour of service provided for the first year of this agreement. In subsequent years, the hourly rate for service will increase by 2.0% annually or the CPI, whichever is greater.
27. Hours of service will include the scheduled hours of "revenue service" for each vehicle utilized to deliver the service plus any additional "non-revenue" time required to cover reporting time plus any deadhead travel time incurred in delivering the service, in accordance with the applicable operational policies of Peterborough Transit.
28. Peterborough Transit will invoice Fleming SAC three times annually following delivery of the new transit services. An invoice for the fall semester will be issued in January, the invoice for the winter semester will be issued in May, and the invoice for the summer semester (if applicable) will be issued in September. Invoices shall be payable within 60 days of receipt.
29. In the event of a termination of service in accordance with this agreement, hours of new service provided up to the termination date will be billed to Fleming SAC within 60 days of the termination date.
30. Peterborough Transit will provide Other Enhanced Services as described in Section 17 of this agreement, and will invoice Fleming SAC separately for these services in accordance with the terms of the separate agreements covering these services.

Program Monitoring & Reporting

31. The parties agree to develop a monitoring and reporting program to provide information on statistics and usage of the new services.
32. The costs of program monitoring and reporting will be shared by both parties through in kind contributions of staff or other financial resources, unless otherwise agreed.
33. The Parties agree that any rights related to the reduction of Greenhouse Gas or particulate matter emissions, including any current or future value of greenhouse gas emissions from motor vehicles that may be created due to auto trip reduction associated with the Universal Transit Pass Program, including any tradable credits, offsets, reductions, transfers, or other instruments whether such rights or instruments are traded at the time of the execution of this agreement, will be retained by Peterborough Transit.

Service Disruptions

34. In event of a service disruption impacting existing transit services or new services established as part of this agreement, Peterborough Transit will provide reasonable notice to Fleming SAC of the service disruption and the anticipated length of time before full services can be restored (if known).
35. Peterborough Transit will not be held responsible for service disruptions due to external factors (i.e. traffic congestion, weather, etc) impacting the on time service performance of existing services or new services established as part of this agreement.
36. Where a planned event, such as a detour or road construction, is anticipated to result in a disruption to service along a route covered by this agreement, Peterborough Transit will notify Fleming SAC as soon as we are aware of the need for the disruption, and will provide as much advance notice as possible of any changes proposed to the service during the period of the disruption. During the disruption Peterborough Transit will post appropriate notification of the service disruption in accordance with current Peterborough Transit policies, and may implement other measures including but not limited to providing a detour for the route, temporarily closing stops, opening temporary stops, or modifying the schedule in order to maintain service.
37. In the event of a labour disruption at Peterborough Transit, service will be suspended pending resolution of the labor disruption. Peterborough Transit will provide reasonable notice to Fleming SAC of the service suspension. Fleming SAC will not be billed for scheduled service hours that cannot be fulfilled due to a labour disruption at Peterborough Transit.
38. In the event of a labour disruption at SSFC, Fleming SAC will notify Peterborough Transit within 6 hours of the start of the disruption or by 6:00 am the day of the service disruption, whichever is earlier, and.
 - a. Peterborough Transit will continue to provide service to SSFC per the terms of this agreement save and except that transit vehicles will not enter the campus but will drop passengers off at the Brealey Drive or Dobbin Road entrances, as agreed to with Fleming SAC and/or SSFC; and
 - b. Peterborough Transit reserves the right to suspend Handi-van service to the Sutherland Campus pending resolution of the labour disruption.
39. In the event of a weather related disruption that results in the cancellation of some or all classes at SSFC, Peterborough Transit will continue to provide service to SSFC per the terms of the agreement.

Miscellaneous


40. Fleming SAC will not assign this agreement, or any of the rights granted by this agreement, without prior written approval of the Peterborough Transit.
41. This Agreement and all schedules and attachments are subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"). Any information collected by Peterborough Transit pursuant to this Agreement is subject to the rights and safeguards provided for in the MFIPPA.
42. The parties hereto declare that nothing in this Agreement shall be construed as creating a legally binding partnership or agency relationship between them. Fleming SAC is not in any way authorized to make a promise, agreement or contract on behalf of Peterborough Transit nor are they deemed to be a sales agent for Peterborough Transit.

Reciprocal Indemnities

43. Fleming SAC will indemnify and save harmless Peterborough Transit and its officers, employees, servants, agents, successors, and assigns from and against any and all claims whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought thereon arising directly or indirectly from or in connection with this Agreement, including breach of contract, or breach of any statutory or other duty of care, but excluding any and all negligence of Peterborough Transit.
44. Peterborough Transit will indemnify and save harmless Fleming SAC and its officers, employees, servants, agents, successors, and assigns from and against any and all claims whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought thereon arising directly or indirectly from or in connection with this Agreement, including breach of contract, or breach of any statutory or other duty of care, but excluding any and all negligence of Fleming SAC.

Signed, Sealed & Delivered this 25 day of JANUARY 2016

Fleming College Student Administrative Council Inc.

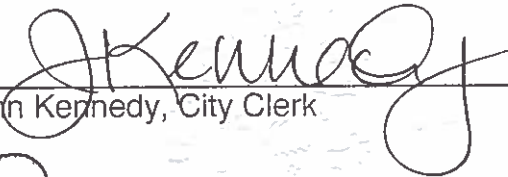


Robert Williams, President



Christopher Smith, General Manager

The Corporation of the City of Peterborough



John Kennedy, City Clerk



~~Alan Bealbrooke, Chief Administrative Officer~~
DARYL BENNETT, Mayor