

Executive Committee

August 9, 2023 | 3:30 p.m. – 5:00 p.m.



Onsite:

Greater Portland Transit District
114 Valley Street, Conference Room A | Portland, ME 04102

Remote:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85686361578?pwd=OTluMjRJY0Y5dTFUang0TzEzb1NtUT09>

Passcode: 822577 | Webinar ID: 856 8636 1578

Phone: (646) 558-8656 | Telephone participants: *9 to raise hand, *6 to unmute

MEETING AGENDA

AGENDA ITEM	PRESENTER	ACTION or INFORMATION
1. Call Meeting to Order (3:30)	Mike Foley, Board President	N/A
2. Public Comment (3:30-3:35) The Executive Committee welcomes public comments at this time for items <u>not listed</u> on this agenda at this time. For items listed on the agenda, the chair will allow members of the public to comment following the staff presentation. There is a <i>three-minute time limit</i> per speaker. (Comments will be paraphrased in meeting minutes)	Mike Foley, Board President	Information
3. Approval of Meeting Minutes (3:35-3:40) Review and approve the minutes from the June 14, 2023 meeting of the Executive Committee.	Mike Foley, Board President	ACTION
4. Staffing Update (3:40-3:50) Staff will provide a brief update on agency staffing and introduce new members of the management team.	Greg Jordan, Executive Director	Information
5. Metro Strategic Planning Initiative (3:50-4:05) Staff will provide a brief synopsis of the June 22, 2023 board workshop and review the draft agenda for the August 24 board meeting and workshop.	Greg Jordan, Executive Director	Information
6. Transit Pass Program Agreement with the University of Maine System (4:05-4:20) Consider approving an agreement with the University of Maine System which will continue the transit pass program with University of Southern Maine, add University of Maine Law School, and establish direct funding support for the Husky Line distinct from the base pass program.	Greg Jordan, Executive Director	ACTION

7. Executive Session – Collective Bargaining Agreement (4:20-5:20) Staff recommends the committee enter executive session pursuant to 1 MRSA Section 405 (6) (D), to review proposed tentative agreements with ATU Local 714 for the incorporation of three (3) job classes (comprising 7 employees) into the existing Collective Bargaining Agreement. Any action must be taken in public session.	Glenn Fenton, Chief Transportation Officer	ACTION
8. Future Agenda Items (5:20-5:30) <ul style="list-style-type: none"> • Agency Strategic Planning (Ongoing) • PACTS Initiatives and Reforms (Ongoing) • Engaging New Stakeholders (Ongoing) 	Mike Foley, Board President	Information
9. Upcoming Meetings (5:20-5:30) <ul style="list-style-type: none"> • Finance Committee – August 16, 2023 at 4:00 p.m. • Ridership Committee – August 16, 2023 at 4:00 p.m. • Board of Directors – August 24, 2023 at 4:00pm. • Finance Committee – September 6, 2023 at 4:00 p.m. • Executive Committee – September 13, 2023 at 3:30 p.m. 	Mike Foley, Board President	Information
10. Adjournment (5:30)	Mike Foley, Board President	N/A

As of November 9, 2022 Greater Portland METRO is holding meetings of the Board of Directors (and its committees) in hybrid format, both in person at METRO's offices and via webinar. The remote portions of all meetings are conducted in accordance with the requirements of [METRO's Remote Participation Policy](#) (adopted August 25, 2022) as well as LD 1772, PL 2022 Ch. 666, and 1 MRSA Chapter 13, Subchapter 1.

EXECUTIVE COMMITTEE

AGENDA ITEM 6

DATE

August 9, 2023

SUBJECT

Agreement with University of Maine System

PURPOSE

Gather committee input and endorsement of new agreement with the University of Maine System for the provision of a transit pass program and Husky Line funding support.

BACKGROUND/ANALYSIS

Metro entered into an agreement with the University of Southern Maine (USM) in 2018 to implement an unlimited access transit pass program. The pass program would be made available to all students, staff and faculty. The program would bolster Metro's ridership and fare revenue as well as provide partial operating funding for the Husky Line. The original agreement was set-up to charge USM a discounted fare per student boarding of 66.6% of the full one-way cash fare, and staff/faculty a discounted fare per boarding of 77%.

Table 1 provides the revenue history associated with the agreement. Because ridership and fare revenue stemming from the program was unknown prior to launch, the agreement included a "Minimum Revenue Guarantee" to ensure Metro acquired sufficient funding to operate the Husky Line (in conjunction with federal and local funding support).

Table 1: Pass Program Revenue History

Contract Year & Month	2018-19	2019-20	2020-21	2021-22	2022-23
July	\$ -	\$ 5,879	\$ -	\$ 3,013	\$ 3,500
August	\$ -	\$ 1,754	\$ -	\$ 5,608	\$ 8,405
September	\$ 24,276	\$ 26,734	\$ -	\$ 21,009	\$ 21,672
October	\$ 23,561	\$ 32,188	\$ 9,554	\$ 14,871	\$ 17,930
November	\$ 15,663	\$ 32,188	\$ 6,065	\$ 13,105	\$ 15,191
December	\$ 12,765	\$ 32,188	\$ 2,197	\$ 8,152	\$ 8,929
January	\$ 11,675	\$ 32,188	\$ 2,711	\$ 4,111	\$ 10,496
February	\$ 16,042	\$ 32,188	\$ 4,152	\$ 13,520	\$ 13,942
March	\$ 15,017	\$ -	\$ 5,457	\$ 13,817	\$ 14,740
April	\$ 17,860	\$ -	\$ 4,993	\$ 13,390	\$ 14,816
May	\$ 8,944	\$ -	\$ 2,790	\$ 4,820	\$ 4,832
June	\$ 6,130	\$ -	\$ 2,007	\$ 3,840	\$ 4,000
Total Fare Revenue	\$ 151,933	\$ 195,305	\$ 39,927	\$ 119,257	\$ 131,183
Husky Line Funding Support*	\$ 223,067	\$ -	\$ -	\$ 290,515	\$ 290,883
Minimum Rev. Guarantee**	\$ 375,000	N/A	N/A	\$ 409,772	\$ 422,065

* Husky Line funding support is the difference between total contact value and pass program revenue

** Minimum Revenue Guarantee is the minimum funding amount payable under the contract. The MRG was waived in 2020 and 2021 due to the COVID-19 Pandemic.

In June 2023, the Board approved a standardized transit pass program that staff would be able to execute with most current and future partner organizations. The agreement with the University of Maine system follows the same basic template, but staff is seeking board approval for this agreement as it includes the additional provision to provide funding for the Husky Line.

The primary changes associated with the new agreement include: 1) removing the “Minimum Revenue Guarantee” and segmenting the pass program element of the agreement from a new provision outlining direct funding support for the Husky Line, and 2) incorporating the University of Maine Law School under the same terms as USM.

Summary of Key Terms:

- **Contract term** – 5 years.
- **Percentage of Full One-Way Cash Fare** – 66.6% for all students, staff and faculty. The original agreement included a provision to apply a 77% percentage discount for staff/faculty. This is removed.
- **Boardings Payment Caps** – None.
- **Dirigo Transit Pass Type** – University of Maine System ID cards are equipped to be read by Metro’s fare payment system.
- **Pass Program Billing** – University of Southern Maine and U-Maine Law School will be billed separately for boardings associated with each school.
 - Total fare revenue under the contract was \$131,183 in Contract Year 2022-23. Staff expect this to increase as a result of the Husky Line extension to the Law School and Eastern Waterfront, and the opening of USM’s expanded Portland campus.
 - As this agreement also allows card holders to use the City of South Portland’s Bus Service and Biddeford-Saco-Old Orchard Beach Transit, a small portion of these revenues (< 5%) will be distributed by Metro to these agencies.
- **Husky Line Funding** – \$350,000 in funding to support the Husky Line is established as fixed allocated amounts for both USM and UMLS starting in Contract Year 2023-24. The amounts are escalated by 3% per year thereafter. The total combined amount represents 20% of total operating cost.

FISCAL IMPACT

Depending on pass program performance, this agreement is expected to generate revenues of \$480,000 in Contract Year 2023-24. This would represent a 14% increase compared to revenues received under the contract in 2022-23.

PRIOR COMMITTEE REVIEW

None.

RECOMMENDATION

Recommend the board approve the agreement with the University of Maine-System.

CONTACT

Greg Jordan

Executive Director

207-517-3025

gjordan@gpmetro.org

ATTACHMENTS

Attachment A: Proposed Agreement with University of Maine System

Attachment B: Original Agreement with University of Southern Maine

TRANSIT PASS PROGRAM AGREEMENT

Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

Effective Date:	September 1, 2023	
Expiration Date:	August 31, 2028	
Buyer:	University of Maine System (“University”) or (“Buyer”)	
Buyer’s Headquarters:	Portland, Maine	
Buyer’s Designee:	Name:	
	Title:	
	Address:	
	Phone:	
	Email:	
Buyer’s Pass Holders: (e.g., employees, students, tenants, lessees, occupants)	Students, staff, and faculty at the University of Southern Maine and the University of Maine School of Law	
Percent of Full One-Way Cash Fare:		75% - Buyer is a private or for-profit entity.
	X	66.6% - Buyer is a public or nonprofit entity.
		50% - Buyer is a public or nonprofit entity; Pass Holders are minors.
		50% - Buyer is member municipality; Pass Holders are municipal employees.
Boardings Payment Caps:	Cap:	Boardings Payment Cap Term:
	N/A	N/A
Dirigo Transit Pass Type:		Dirigo Smart Card
		Mobile App
	X	Authorized Buyer ID
Dirigo Smart Card Initial Supply (at no charge):		N/A
Additional/Replacement Per Diem Card Cost:		N/A

THIS TRANSIT PASS PROGRAM AGREEMENT (“Agreement”), dated as of the Effective Date, is entered into by and between Buyer and Greater Portland Transit District, a Maine public transit district with a principal place of business at 114 Valley Street in Portland, Maine (“METRO”) (collectively, the “Parties”).

RECITALS

WHEREAS, METRO is a participant in a regional fare payment system known as the Dirigo UMO Fare Payment System in partnership with certain Transit Partners, as defined hereinbelow; and

WHEREAS, the Parties have agreed upon terms for METRO to provide free and unlimited access public transit passes to Buyer for distribution to Buyer’s Pass Holders for the purpose of using the public transportation services operated by METRO and its Transit Partners (the “Transit Pass Program”).

NOW, THEREFORE, in consideration of the payments and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire at the earlier of (i) the termination of this Agreement in accordance with its terms or (ii) the Expiration Date (the "Initial Term"), except that this Agreement shall automatically renew for a term of one year provided that neither Party has given the other Party a written notice of non-renewal of this Agreement prior to the end of the Initial Term or, as applicable, any Renewal Term (each, a "Renewal Term," and collectively with the Initial Term, the "Term").

2. Scope of Services.

- A. **Transit Passes.** METRO agrees to grant all qualified Pass Holders the privilege to ride on the systems of public transportation (including all existing and future public transit routes) operated by METRO and its Transit Partners as part of the regional transit fare payment system known as the Dirigo UMO Fare Payment System (the "Dirigo Transit Routes"), upon the display or electronic validation of a duly issued Dirigo Transit Pass, subject to the conditions of ridership privileges set forth in Section 2.C of this Agreement.

For purposes of this Agreement, "Transit Partners" are the South Portland Bus Service, the Biddeford-Saco-Old Orchard Beach Transit System, and any other public transit agency that owns and operates a separate system of public transportation now or in the future and has partnered with METRO to participate in the Dirigo Transit Routes.

Notwithstanding anything to the contrary in this Agreement, all decisions regarding the Transit Pass Program, the Dirigo Transit Routes, transit system design and service levels (including without limitation route alignments and transit stop placements) are at the sole discretion of METRO and the Transit Partners.

- B. **Transit Program Eligibility.** Pass Holders' eligibility for inclusion in the Transit Pass Program under this Agreement shall be determined by Buyer in its sole discretion.
- C. **Conditions of Ridership Privileges.** Pass Holders shall have the privilege of riding the Dirigo Transit Routes during service hours upon the display or electronic validation of a duly issued Dirigo Transit Pass. Pass Holders shall at all times be required to observe all rules and regulations applicable generally to passengers of the Dirigo Transit Routes. METRO or a Transit Partner may revoke a Pass Holder's privilege of ridership at any time, as METRO or the Transit Partner deems necessary or appropriate in its sole discretion. Upon request and to the extent allowed by applicable law, METRO shall provide or shall request its Transit Partners to provide after-the-fact written notice to Buyer for any such revocation of ridership privileges.

3. Payment.

- A. **Discounted Fare.** Buyer agrees to pay METRO a Pass Holder per-boarding fare equal to the Discounted Fare Percentage of METRO's or the Transit Partner's full one-way cash fare charged to the general public in effect at the time of boarding ("Discounted Fare"). Refer to Exhibit A for the current METRO and Transit Partner fare pricing structure, which may be adjusted by METRO or its Transit Partners at any time during the Term in their sole discretion. The Discounted Fare shall be charged each time a Pass Holder boards a Dirigo Transit Route vehicle (without regard to the place of boarding, the place of disembarkation, or the distance traveled) until such time that any applicable Boardings Payment Caps are reached; thereafter, METRO will continue to provide Pass Holders with free and unlimited access to the Dirigo Transit Routes for the remainder of the Boardings Payment Cap Term, subject to the provisions of Section 2.

- B. **Dirigo Transit Passes.** Buyer shall select the Type of Dirigo Transit Passes from those identified in the Definitions section, above. A Buyer ID may be used as a Dirigo Transit Pass only with METRO's prior authorization. If the Dirigo Transit Pass Type is a Dirigo Smart Card, METRO will provide Buyer with the Initial Supply of Dirigo Smart Cards at no charge upon Buyer's request. METRO will supply additional or replacement Dirigo Smart Cards to Buyer upon its request at the Additional/Replacement Per Diem Card Cost.
- C. **Invoices.** METRO shall invoice Buyer monthly in arrears for any additional or replacement Dirigo Smart Cards and actual Pass Holder boardings, up to any applicable Boardings Payment Cap, and Buyer shall pay all undisputed invoices, or portions thereof, within thirty (30) days after the date of the invoice. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.
- D. **Revenue Distribution.** METRO will be responsible for distributing to the Transit Partners any revenue associated with Pass Holder boardings that occur on Transit Partner systems.

4. Termination; Default.

- A. **Default by METRO.** In the event of any material breach of the terms of this Agreement by METRO, Buyer agrees to notify METRO in detail in writing of such breach and to give METRO a reasonable time, not to exceed sixty (60) days or such reasonable longer period as the circumstances may require if METRO is diligently pursuing a cure, to cure the breach to Buyer's reasonable satisfaction, before taking any steps to terminate this Agreement. If METRO fails or refuses to cure any breach as aforesaid, Buyer may terminate this Agreement upon seven (7) days' written notice to METRO in writing without further liability to METRO.
- B. **Default by Buyer.** In the event of any failure by Buyer to pay sums due hereunder when they are due, in addition to all other remedies available to it, METRO may notify Buyer in writing of such non-payment and if such non-payment is not cured by payment in full of all sums due within thirty (30) days, may thereupon terminate this Agreement by giving Buyer written notice of termination, without further liability to Buyer hereunder. In the event of any material breach of the terms of this Agreement by Buyer other than the failure to pay money, METRO agrees to notify Buyer in detail in writing of such breach and to give Buyer a reasonable time, not to exceed sixty (60) days or such reasonable longer period as the circumstances may require if Buyer is diligently pursuing a cure, to cure the default to METRO's reasonable satisfaction, before taking any steps to terminate this Agreement. If Buyer fails or refuses to cure any breach as aforesaid, METRO may terminate this Agreement upon seven (7) days' written notice to Buyer in writing without further liability to Buyer.
- C. **Termination Without Cause.** Either Party may terminate this Agreement without cause, including for its convenience, providing that the terminating Party must provide at least ninety (90) days' written notice prior to the effective date of termination. Buyer shall compensate METRO for ridership services in accordance with Section 3 ("Payment") of this Agreement up to and including the date of termination.
- D. **Compensation.** In the event of termination, METRO shall forthwith disable Buyer's Pass Holder transit passes and ridership privileges. Buyer shall compensate METRO for ridership services in accordance with Section 3 ("Payment") of this Agreement up to and including the date of termination.

5. **Amendment; Binding Effect.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, or terminated orally or in any manner other than by a written instrument signed by each of the Parties. Each Party represents and warrants to the other that it has the requisite power and authority to enter into and perform this Agreement, that it has been duly authorized thereunto, and that this Agreement is binding and enforceable according to its terms. This Agreement shall insure to the benefit of and be binding on the respective Parties and their respective successors and assigns.
6. **Administration of Agreement.** The Parties agree to work collaboratively in good faith to achieve the purposes of this Agreement and to attempt to informally address any problems or disagreements that arise. Buyer (through its Designee) and METRO (through its Chief Transportation Officer) shall meet annually to review the implementation of this Agreement, to discuss any previously unanticipated issues, to attempt to resolve any problems, and to attempt in good faith to negotiate amendments to this Agreement if needed to ensure that the Agreement will serve the mutual interests of the Parties. Any amendment to this Agreement must comply with Section 5 ("Amendment, Binding Effect") of this Agreement. The Parties shall each designate a person responsible for day-to-day communication concerning the administration of this Agreement.
7. **Insurance.** During the term of this Agreement, METRO shall maintain insurance, including general liability, motor vehicle liability, and workers' compensation insurance, in amounts equal to or greater than the coverage limit noted in the table directly below. Upon request by Buyer, METRO shall provide proof of such insurance to Buyer and shall name Buyer an additional insured on its policies.

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel

Certificates of Insurance for all of the above insurance shall be filed with:

**University of Maine System
Risk Manager
Robinson Hall
46 University Drive
Augusta, Maine 04330**

8. **Indemnification.** METRO, its successors and assigns, hereby agrees to indemnify and hold harmless Buyer, its successors and assigns, from any claim, costs, liability and expense to the extent arising from or attributable to any acts or omissions of the servants or employees of METRO in performing its obligations pursuant to this Agreement. Nothing herein is intended, nor shall it be deemed, to expand or extend either Party's liability, or to waive any immunity, or any defenses or limitations of liability, to which it is entitled under the Maine Tort Claims Act, 14 M.R.S.A. § 8101 *et seq.* and other applicable law, and nothing in this Agreement shall be interpreted or operate in any practical effect to waive any such defenses, immunities, or limitations of liability with respect to claims by third parties. The

provisions of this Section 8 ("Indemnification") shall survive the termination or expiration of this Agreement.

- 9. Dispute Resolution.** The Parties will make good faith efforts to first resolve informally and internally any legal controversy or claim ("Dispute") under this Agreement by escalating it to higher levels of management. If for any reason the Dispute is not informally resolved within thirty (30) days after delivery of written notice of the Dispute by the aggrieved Party to the other Party, any Party may serve on the other Party a written request for non-binding mediation of the Dispute. The mediation shall be conducted in Portland, Maine by one mediator mutually agreeable to the Parties, shall not exceed one full day or two half days in length, and shall be completed within thirty (30) days from the date of receipt of notice of a request for mediation by the last Party to receive notice. In the event that the Parties are unable to agree on a mediator within ten (10) days, or to resolve the dispute through mediation within thirty (30) days, the Parties reserve the right to file a civil action in a court of competent jurisdiction located in Cumberland County, governed by and construed in accordance with the laws of the State of Maine. This dispute resolution mechanism shall be binding upon the successors, assigns, foreclosing mortgagee, and any trustee or receiver of the Parties.

A Party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage. Despite any such action, the Parties will continue to participate in good faith in the procedures set forth in this Section 9 ("Dispute Resolution"). All applicable statutes of limitation will be tolled during the pendency of any Dispute Resolution hereunder, and the Parties agree to take such action, if any, required to effectuate such tolling.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by METRO or Buyer shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

- 10. Notice.** Any notice that is required for purposes of this Agreement must be given in writing and is effective when received in person by the individual designated to receive notice, or after being mailed, post paid, by certified mail, to the individual designated to receive notice according to this Section 10 ("Notice"). The individual designated to receive notice for each Party is as follows:

METRO

Executive Director
Greater Portland Transit District
114 Valley Street
Portland, ME 04102
(207) 517-3025
gjordan@gpmetro.org

Buyer: Buyer's Designee, as identified in the Definitions section, above.

- 11. Governing Law; Other.** This Agreement has been delivered and is intended to be performed in the State of Maine and shall be construed and enforced in accordance with the laws of Maine without regard to its conflict of laws provisions. In the event that any provision of this Agreement shall be held to be invalid, the other provisions hereof shall remain in full force and effect. This Agreement may be

executed electronically and in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Non-Discrimination. At no time shall either Party discriminate against anyone on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information or veteran status. METRO agrees that it shall provide reasonable accommodations to individuals with disabilities in accordance with applicable laws.

13. Confidentiality; Trademarks. The Parties agree to implement and maintain reasonable safeguards to protect the security and confidentiality of Pass Holders' personally identifiable records and information, protect against anticipated threats to the security or integrity of such records and information, and protect against unauthorized access to, or use of, such records and information. METRO shall use such records and information only for the purposes for which the disclosure to METRO was made, and shall not use or disclose such records or information except as permitted or required by this Agreement or as required by law or a valid order of the court.

Neither Party shall use the other Party's name, symbols, trademarks, or service marks in external advertising, marketing, or promotional materials without the prior written consent of the other Party; provided that Buyer may use METRO's name in literature and other media distributed to Pass Holders and other public information in promoting the ridership of METRO to Pass Holders. Any use by a Party, without the approval of the other Party, of the name, symbols, trademarks or service marks of such other Party shall cease immediately upon the earlier written notice of such other party or termination of this Agreement.

14. Independence. For the purposes of this Agreement, METRO is an independent contractor of Buyer, not a partner, agent, or joint venture of Buyer and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either Party be bound by any representation, act, or omission whatsoever of the other Party.

15. No Assignment. This Agreement, or any part thereof, may not be assigned, transferred, or subcontracted by either Party without the prior written consent of the other Party.

16. Compliance with Applicable Law. In performing under this Agreement, METRO shall comply with all applicable Federal, State and local laws, regulations, and ordinances. METRO shall secure at its expense all licenses and permits required for performing under this Agreement.

17. Additional Terms and Conditions. The additional terms and conditions set forth in Exhibit B, if any, are attached hereto and made a part hereof as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this TRANSIT PASS PROGRAM AGREEMENT to be executed by their respective undersigned authorized officer as of _____, 20__.

BUYER

By: _____
Name:
Title:

GREATER PORTLAND TRANSIT DISTRICT (METRO)

By: _____
Greg Jordan
Executive Director

TRANSIT PASS PROGRAM AGREEMENT
EXHIBIT A

Current Board Adopted Fare Pricing Structure
&
Existing Transit Routes

	LOCAL	EXPRESS	ZOOM
Full One-way Cash Fare	\$2.00	\$4.00	\$5.00
Transit Routes			
Metro Route 1	X		
Metro Route 2	X		
Metro Route 3	X		
Metro Route 4	X		
Metro Route 5	X		
Metro Route 7	X		
Metro Route 8	X		
Metro Route 9	X		
Metro BREEZ		X	
Metro Husky Line	X		
BSOOB Route 50 (Orange)	X		
BSOOB Route 51 (Black)	X		
BSOOB Route 52 (White)	X		
BSOOB Route 60 (Green)	X		
BSOOB Zoom (Purple)			X
South Portland Route 21	X		
South Portland Route 24A	X		
South Portland Route 24B	X		

TRANSIT PASS PROGRAM AGREEMENT
EXHIBIT B

Additional Terms

B-1. Non-Appropriation (applicable to Buyer if Buyer is a governmental or quasi-governmental entity).

Notwithstanding any other provision of this Agreement, if Buyer is, at any time during the Term, not appropriated sufficient funds to pay for the services to be performed under this Agreement or if funds are de-appropriated, then this Agreement shall automatically terminate on the last day of the fiscal period for which appropriations were received, without penalty or expense to Buyer, except as to the payments or portions thereof for which funds have been appropriated. All obligations of Buyer accruing prior to such automatic termination shall survive any such termination. For purposes of this Section, “non-appropriation” or “de-appropriation” means the failure of the governing body of Buyer to appropriate funds for the payment of Buyer’s obligations under this Agreement in accordance with applicable law and procedures.

B-2. Husky Line. As part of the Transit Pass Program, METRO agrees to provide at least one public transit route that connects Buyer’s University of Southern Maine (“USM”) campuses located in Gorham and Portland, Maine, and Buyer’s University of Maine School of Law (“Maine Law”) campus located at 300 Fore Street in Portland, Maine (collectively the “Husky Line”), subject to the agreements and understandings set forth in this Agreement and the following additional provisions:

- A. Route Type; Service Levels. Buyer understands and acknowledges that the Husky Line will be operated as an arterial Bus Rapid Transit (BRT) route, will be open to the general public, and will make a limited number of stops between Buyer’s Gorham and Portland campuses. Buyer agrees that the establishment, modification, and termination of any public transit routes and their associated service levels (defined as operating days, operating hours, headways and bus stops), including on the Husky Line, are at the sole discretion of METRO; provided, however, that METRO agrees to:
- i. Consult with Buyer’s representatives prior to establishing new public transit routes that may serve Buyer’s campuses or modifying service levels on the Husky Line in order to solicit input regarding service level needs;
 - ii. Operate the Husky Line to provide a weekday service to Buyer’s campuses every 30 minutes between 6:00 a.m. – 11:00 p.m. or as ridership demand warrants;
 - iii. Operate the Husky Line to provide Saturday service to Buyer’s campuses at least every 60 minutes between 7:00 a.m. – 11:00 p.m. or as ridership demand warrants;
 - iv. Operate the Husky Line to provide Sunday service to Buyer’s campuses at least every 60 minutes between 8:00 a.m. – 8:00 p.m. or as ridership demand warrants;
 - v. Provide Wi-Fi capabilities on the Husky Line; *provided, however*, that METRO shall not be responsible for Wi-Fi service or connectivity issues outside of its control; and

- vi. Where practicable, provide to Buyer at least 30 calendar days' notice prior to any route or schedule change affecting the Husky Line; where such notice is impracticable, METRO shall provide such notice as soon as reasonably practicable.

B-3. Husky Line Support Payment. In addition to Buyer's payment obligations set forth in Section 3, Buyer agrees to pay METRO the following annual payment to offset a portion of METRO's costs to operate the Husky Line (the "USM Husky Line Support Payment" and the "Maine Law Husky Line Support Payment," collectively the "Husky Line Support Payment"):

Year	USM Husky Line Support Payment	Maine Law Husky Line Support Payment
09/01/2023 – 08/31/2024	\$ 293,000.00	\$ 57,000.00
09/01/2024 – 08/31/2025	\$ 301,790.00	\$ 58,710.00
09/01/2025 – 08/31/2026	\$ 310,843.70	\$ 60,471.30
09/01/2026 – 08/31/2027	\$ 320,169.01	\$ 62,285.44
09/01/2027 – 08/31/2028	\$ 329,774.08	\$ 64,154.00

METRO shall separately invoice Buyer monthly in arrears for the USM Husky Line Support Payment and the Maine Law Husky Line Support Payment.

**AGREEMENT
BETWEEN
THE GREATER PORTLAND TRANSIT DISTRICT
AND
THE UNIVERSITY OF MAINE SYSTEM, ACTING THROUGH
THE UNIVERSITY OF SOUTHERN MAINE
REGARDING
THE UNLIMITED ACCESS TRANSIT PASS PROGRAM**

THIS AGREEMENT made as of the 9 day of August 2017, by and between the University of Maine System, acting through the University of Southern Maine, Portland, Maine (hereinafter "USM") and The Greater Portland Transit District, Portland, Maine, (hereinafter "METRO").

RECITALS

WHEREAS, METRO owns and operates a system of public transportation operating in Portland, Maine and surrounding communities; and,

WHEREAS, USM operates a university within the City of Portland, Maine and the Town of Gorham, Maine; and,

WHEREAS, the parties have agreed upon terms for METRO to provide transit passes to university students, staff and faculty for the purpose of using the public transportation system operated by METRO;

NOW THEREFORE, in consideration of the payments hereinafter described and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

AGREEMENT

1. **Term.** The term of this Agreement shall be from August 27, 2018 through August 26, 2021, renewable thereafter for two (2) additional one (1) year terms by written mutual agreement. USM agrees to give notice of its intent to exercise its option to renew this Agreement no later than January 31, 2021, and 2022, as appropriate.

2. Scope:

A. Transit Passes. METRO and USM will mutually agree on the type of transit pass(es) eligible USM students, staff and faculty will use in accordance with the terms and conditions of this Agreement. Eligibility for the transit passes shall be determined by USM. The transit passes will allow eligible students, staff and faculty to ride the buses operated by METRO any day or any time of day on the usual and customary transit routes as from time to time established by METRO, upon the display of a duly issued pass as provided in this Agreement.

B. Routes and Service Levels. METRO agrees to provide at least one public transit route (hereinafter referred to as the "Husky Line") that connects the USM Gorham and Portland campuses, as further described below. Service levels (defined as operating days, operating hours, headways and bus stops) on the Husky Line or any public transit route provided by METRO which directly serves a USM campus shall be subject to available funding and established at METRO's discretion in consultation with USM to ensure ridership demand is adequately served. METRO agrees to consult with USM representatives prior to establishing or modifying service levels in order to solicit input regarding service levels on any such public transit routes. METRO and USM agree to the following:

- a. USM understands that the Husky Line will be operated as an arterial Bus Rapid Transit (BRT) route, will be open to the general public, and will make a limited number of stops between the Gorham and Portland USM campuses.
- b. METRO will operate the Husky Line to provide a weekday service to both campuses every 30 minutes between 6:00 a.m.-11:00 p.m. or as demand warrants to avoid overloads.
- c. METRO will operate the Husky Line to provide Saturday service to both campuses at least every 60 minutes between 7:00 a.m.-11:00 p.m.
- d. METRO will operate the Husky Line to provide Sunday service to both campuses at least every 60 minutes between 8:00 a.m.-8:00 p.m.

Attachment A contains a listing of METRO's current and planned bus routes including frequencies and spans of service as of the date of execution of this Agreement. Every January, prior to the upcoming Academic Year (defined in paragraph 2F), METRO agrees

to provide USM planned bus routes and schedules. This is for information and reference only.

Modifications to routes and schedules are at METRO's sole discretion in consultation with USM. METRO agrees to provide USM thirty (30) calendar days notice prior to any route or schedule change effecting the public transit route(s) connecting the USM Gorham and Portland campuses. If thirty (30) calendar days notice is not feasible, then METRO agrees to provide schedule change notice as soon as reasonably possible.

- C. **METRO Bus Fleet.** Attachment B contains an inventory of METRO's existing and planned fleet through 2021. This is for information and reference only and modifications to this inventory are at METRO's sole discretion. METRO agrees to meet all required federal, state, and local bus safety requirements.
- D. **METRO Bus Driver.** METRO agrees to meet all required federal, state, and local bus driver safety requirements.
- E. **Wi-Fi Capability.** METRO buses serving the USM Gorham and Portland campuses shall have Wi-Fi capabilities. Both Parties shall mutually agree upon the minimum operating requirements for Wi-Fi capabilities however, METRO shall not be responsible for Wi-Fi service or connectivity issues outside of its control.
- F. **Academic Year.** Both parties agree that the "Academic Year" begins on the first day of USM's fall semester classes and ends on the day before the subsequent year of USM's first day of fall semester classes.
- G. **Bus Stop Shelters, Signage.** METRO shall work with USM to determine mutually agreed upon locations for the installation of new bus stops signage or shelters. Installation, maintenance, and removal of bus stop signage and standard shelters shall be at METRO's sole expense.
- H. **Marketing/Advertising – External and Internal Branding.** METRO is offering USM the opportunity to enter into an agreement covering the following terms:
 - a. Naming rights for the Husky Line;
 - b. USM exclusive exterior advertising/branding in coordination with METRO branding;

- c. At least 50% of available interior space for USM advertising and community notices. The remaining 50% of available interior space shall be reserved for METRO's federally required notices, public service announcements and transit program information.

Any agreement for covering these or related terms will be incorporated under a written amendment to this contract.

3. Payment.

- A. For students, USM will pay METRO a fare per boarding equal to sixty-six percent (66.6%) of the full one-way cash fare in effect at the time of boarding, as approved by METRO's Board of Directors. As of the execution of this Agreement, the current full one-way cash fare for LOCAL Bus service is \$1.50 and \$3.00 for EXPRESS Bus Service (i.e., Metro Breez). Metro agrees to base the discounted fares charged to USM on these current LOCAL and EXPRESS fares during the initial 3-year term of this contract.
- B. For staff and faculty, USM will pay METRO a fare per boarding equal to seventy-seven percent (77%) of the full one-way cash fare in effect at the time of boarding, as approved by METRO's Board of Directors. As of the execution of this Agreement, the current full one-way cash fare for LOCAL Bus service is \$1.50 and \$3.00 for EXPRESS Bus Service (i.e., Metro Breez). Metro agrees to base the discounted fares charged to USM on these current LOCAL and EXPRESS fares during the initial 3-year term of this contract.
- C. USM will be charged the applicable discounted fare for each time a student, staff or faculty member boards a METRO bus without regard to the place of boarding or the place of disembarkation or the distance traveled, subject to the maximum annual invoice amounts indicated in paragraphs 3E and 3F herein.
- D. METRO shall invoice USM monthly in arrears for actual boardings and USM shall pay all invoices within thirty (30) days after their submission to USM by METRO, subject to the dispute resolution provisions of paragraph 12.
- E. Both parties agree to the following payment terms:
 - a. Year 1. During the first year of this agreement, METRO will charge USM for no more than 400,000 USM student, staff, or faculty boardings annually.

- b. Year 2. During the second year of this agreement, METRO will charge USM for no more than 460,000 USM student, staff, or faculty boardings annually.
 - c. Year 3. During the third year of this agreement, METRO will charge USM for no more than 529,000 USM student, staff, or faculty boardings annually.
- F. In the event that revenue from actual student, staff and faculty boardings are below \$375,000 in year 1 of the Agreement, USM agrees to pay METRO no less than \$375,000 for year 1 of the Agreement. The aforesaid minimum payment shall be adjusted upward by three percent (3%) for each subsequent year identified in this Agreement. The purpose of this provision is to ensure METRO can financially sustain the transit services required to support the pass program.
- G. If METRO provides to USM a pass for each eligible student, staff or faculty member submitted to METRO by USM, the passes issued by METRO shall be valid only for the school years specified in paragraph 1. Under this scenario, METRO and the USM will mutually agree on the form and content of the physical pass. METRO will replace a damaged, lost or stolen pass for a \$5.00 fee paid by the student, staff or faculty member. METRO's determination whether a pass has been damaged to a degree requiring that it be replaced is final.
- H. If applicable, in addition to the monthly invoices, METRO shall invoice USM for the costs of supplying initial physical passes to eligible students, staff and faculty at a per-card amount of \$1.50, and for the costs of replacing passes at a per-card amount of \$5.00.
4. **Conditions of Ridership Privileges.** USM students, staff and faculty riding a METRO bus shall at all times be required to observe all rules and regulations applicable generally to passengers of the METRO system and shall be subject to revocation of their privilege of ridership at any time by METRO as it deems necessary in its sole discretion. METRO shall provide after-the-fact written notice to USM for any such revocation of ridership privileges.
5. **Accessibility.** If the transit passes or readers include any end-user-facing human interface, such as an end-user device software component or web site form, file upload system, etc. METRO hereby warrants that the products or services to be provided under this agreement comply with the accessibility guidelines of "Section 508 of the Rehabilitation Act of 1973" as amended as of the date of this agreement, and the "Web Content Accessibility Guidelines (WCAG) 2.0" published by www.w3.org.

If the transit passes or readers include any end-user-facing human interface, such as an end-user device software component, web pages or site, video or audio playback, file upload system, mobile device components, etc., METRO agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and METRO further agrees to indemnify and hold harmless USM from any claim arising out of its failure to comply with the aforesaid requirements.

USM, at its discretion, may at any time test METRO's products or services covered by this Agreement to ensure compliance with Section 508 and WCAG 2.0. METRO agrees to correct any findings of non-compliance within 60 days of receiving notification.

Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.

6. **Default by METRO.** In the event of any material breach of the terms of this Agreement by METRO, USM agrees to notify METRO in detail in writing of such breach and to give METRO a reasonable time, not to exceed sixty (60) days or such reasonable longer period as the circumstances may require if METRO is diligently pursuing a cure, to cure the breach to USM's reasonable satisfaction, before taking any steps to terminate this Agreement. If METRO fails or refuses to cure any breach as aforesaid, USM may terminate this Agreement upon written notice to METRO in writing without further liability to METRO.
7. **Default by USM.** In the event of any failure by USM to pay sums due hereunder when they are due, in addition to all other remedies available to it, METRO may notify USM in writing of such non-payment and if such non-payment is not cured by payment in full of all sums due within ten (10) business days, may thereupon terminate this Agreement by giving USM written notice of termination, without further liability to USM hereunder. In the event of any material breach of the terms of this Agreement by USM other than the failure to pay money, METRO agrees to notify USM in detail in writing of such breach and to give USM a reasonable time, not to exceed sixty (60) days or such reasonable longer period as the circumstances may require if USM is diligently pursuing a cure, to cure the default to METRO's reasonable satisfaction, before taking any steps to terminate this Agreement. If USM fails or refuses to cure any breach as aforesaid, METRO may terminate this Agreement upon written notice to USM in writing without further liability to USM.
8. **Cancellation/Termination.** Both parties agree that either party may terminate this Agreement without cause, providing that the terminating party must provide at least 6

months notice prior to the effective date of termination. The effective date of termination shall ~~only~~ occur during USM's Summer Session.

9. **Amendment, Binding Effect.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated orally or in any manner other than by a written instrument signed by each of the parties. Each party represents and warrants to the other ~~that~~ it has the requisite power and authority to enter into and perform this Agreement, that it has been duly authorized thereunto, and that this Agreement is binding and enforceable according to its terms. This Agreement shall inure to the benefit of and be binding on the respective parties and their respective successors and assigns.
10. **Administration of Agreement.** The parties agree to work collaboratively to achieve the purposes of this Agreement and to attempt to informally address any problems or disagreements that arise. USM's Chief Business Officer and METRO's General Manager shall meet ~~no~~ later than November 1, 2018 to review the implementation of this Agreement, to discuss any previously unanticipated issues, to attempt to resolve any problems and to attempt in good faith to negotiate amendments to this Agreement if needed to assure that the Agreement will serve the mutual interests of the parties. USM's Chief Business Officer and METRO's General Manager shall have responsibility and authority to resolve all issues that arise under this Agreement, provided that any Amendment to this Agreement must comply with Paragraph 9 of this Agreement. For day-to-day communication concerning the administration of this Agreement, USM's Chief Business Officer and METRO's General Manager shall each designate a person responsible for such communication. The parties will in all cases attempt to resolve disagreements informally before invoking the Dispute Resolution procedure set forth in Paragraph 13 below.
11. **Insurance.** During the entire term of this Agreement, METRO shall maintain insurance, including general liability, motor vehicle liability, and workers' compensation, in amounts not less than required by law. METRO shall provide proof of such insurance to UMS prior to the commencement of this Agreement and upon subsequent request(s) of UMS.

Certificates of Insurance shall be filed with:

University of Maine System
Office of Risk Management
Leiston Hall, 3rd Floor
65 Texas Avenue
Bangor, ME 04401

12. **Indemnification.** Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this Agreement. Any liabilities or claims for property loss or damage or death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of the performance of this Agreement shall be determined according to applicable law. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such liabilities or claims; and each shall continue to enjoy all rights, claims, immunities and defenses available to it under law, including but not limited to the Maine Tort Claims Act, 14 M.R.S.A. '8101, et seq. Nothing in this Agreement shall be interpreted or operate in any practical effect to waive any immunities or limitations of liability available to either of the parties, with respect to claims by the parties hereto or by third parties, under the Maine Tort Claims Act or any other applicable law.

13. **Dispute Resolution.** The parties will attempt in good faith to resolve by negotiation any legal controversy or claim arising out of or relating to this Agreement (a "Dispute"). To invoke this procedure, the disputing party will give to the other written notice of the Dispute, citing this Section. Within ten (10) business days after delivery of the notice, the party receiving the notice will submit to the other a written response. Each notice and response will include a statement of the party's position and a summary of the evidence and arguments supporting the party's position; the failure by any party to mention particular evidence or argument in any notice or response will not, however, preclude the party from presenting additional evidence or arguments during the course of negotiations or any subsequent dispute resolution. The parties to the Dispute will thereafter meet promptly at a mutually acceptable place in Portland, Maine, to attempt to resolve the Dispute.

If for any reason the Dispute is not resolved within thirty (30) days after delivery of the original notice of the Dispute, any party may serve on the other party a written request for non-binding mediation of the Dispute. The mediation shall be conducted in Maine by a mediator mutually agreeable to the parties, shall not exceed one full day or two half days in length, and shall be completed within 30 days from the date of receipt of notice of a request for mediation by the last party to receive notice. In the event that the parties are unable to agree on a mediator within 10 days, or to resolve the dispute through mediation within 30 days, the parties reserve the right to file a civil action in a court of competent jurisdiction located in Cumberland County, Maine. This dispute resolution mechanism shall be binding upon the successors, assigns, foreclosing mortgagee, and any trustee or receiver of the parties.

A party may seek a preliminary injunction or other preliminary judicial relief if in his or its judgment such action is necessary to avoid irreparable damage. Despite any such action, the parties will continue to participate in good faith in the procedures set forth in this Section. All applicable statutes of limitation will be tolled during the pendency of any Dispute Resolution hereunder, and the parties agree to take such action, if any, required to effectuate such tolling.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by METRO or USM shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

14. **Notice.** Any notice that is required for purposes of this Agreement, must be given in writing and is effective when received in person by the individual designated to receive notice, when received by e-mail transmission by the individual designated to receive notice, or three business days after being mailed postpaid to the individual designated to receive notice according to this paragraph. The individual designated to receive notice for each party is as follows:

METRO

General Manager
Greater Portland Transit District
114 Valley Street
Portland, ME 04102
gjordan@gpmetrobus.com

USM (Non-Legal)

Chief Business Office
University of Southern Maine
245 Deering Ave. 7th Floor
Portland, ME 04102
buster.neel@maine.edu

USM (Legal)

General Counsel
University of Maine System
46 University Drive
Augusta, ME 04330
james.thelen@maine.edu

15. **Governing Law, Other.** This Agreement has been delivered and is intended to be performed in the State of Maine and shall be construed and enforced in accordance with the laws of Maine without regard to its conflict of laws provisions. In the event that any provision of this Agreement shall be held to be invalid, the other provisions hereof shall remain in full force and effect. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. **Non-Discrimination.** At no time shall either party discriminate against anyone on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information or veteran status. METRO agrees that it shall provide reasonable accommodations to individuals with disabilities in accordance with applicable laws.
17. **Confidentiality.** The parties agree to implement and maintain reasonable safeguards to protect the security and confidentiality of student, faculty and staff records and information, protect against anticipated threats to the security or integrity of such records and information and protect against unauthorized access to, or use of, such records and information. METRO shall use such records and information only for the purposes for which the disclosure to METRO was made, and shall not use or disclose such records or information except as permitted or required by this Agreement or as required by law.
18. **Independence.** METRO is an independent contractor of USM, not a partner, agent or joint venture of USM and neither party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other.
19. **Nonappropriation of Funds.** In the event USM is not appropriated funds for the next fiscal period to continue this Agreement, USM shall have the right to terminate this Agreement, and shall not, in that event, be obligated to make any payment beyond the end of the then fiscal period. USM shall provide prompt notice to METRO of the occurrence of any event of nonappropriation.
20. In performing under this Agreement, METRO shall comply with all applicable Federal, State and local laws, regulations and ordinances. METRO shall secure at its expense all licenses and permits required for performing under this Agreement.

IN WITNESS WHEREOF, the parties hereunto have caused this instrument to be signed and sealed as of the date(s) written below.

UNIVERSITY OF MAINE SYSTEM ACTING THROUGH
THE UNIVERSITY OF SOUTHERN MAINE

Date: 8/8/17

By: GL A. C.

Glenn Cummings
President
University of Southern Maine

Date: _____

By: WRG

William R. Gabrielson
Chief Procurement Officer
University of Maine System

Digitally signed by Rudy Gabrielson
DN: cn=Rudy Gabrielson, o=University of Maine
Systems, ou=Chief Procurement Officer,
email=william.gabrielson@maine.edu, c=US
Date: 2017.08.08 15:20:46 -0400

GREATER PORTLAND TRANSIT DISTRICT

Date: 8-9-2017

By: John A. Thompson Jr.

John A. Thompson Jr.
President

Attachment A
SAMPLE*
Routes and Service Levels

<u>Inbound (Gorham to Portland)</u>					<u>Outbound (Portland to Gorham)</u>				
<u>USM-G</u>	<u>DTWB</u>	<u>DPWB</u>	<u>USM-P</u>	<u>DTPD</u>	<u>DTPD</u>	<u>USM-P</u>	<u>DPWB</u>	<u>DTWB</u>	<u>USM-G</u>
6:00	6:15	6:30	6:45	6:53	6:30	6:38	6:53	7:08	7:23
6:30	6:45	7:00	7:15	7:23	7:00	7:08	7:23	7:38	7:53
7:00	7:15	7:30	7:45	7:53	7:30	7:38	7:53	8:08	8:23
7:30	7:45	8:00	8:15	8:23	8:00	8:08	8:23	8:38	8:53
8:00	8:15	8:30	8:45	8:53	8:30	8:38	8:53	9:08	9:23
8:30	8:45	9:00	9:15	9:23	9:00	9:08	9:23	9:38	9:53
9:00	9:15	9:30	9:45	9:53	9:30	9:38	9:53	10:08	10:23
9:30	9:45	10:00	10:15	10:23	10:00	10:08	10:23	10:38	10:53
10:00	10:15	10:30	10:45	10:53	10:30	10:38	10:53	11:08	11:23
10:30	10:45	11:00	11:15	11:23	11:00	11:08	11:23	11:38	11:53
11:00	11:15	11:30	11:45	11:53	11:30	11:38	11:53	12:08	12:23
11:30	11:45	12:00	12:15	12:23	12:00	12:08	12:23	12:38	12:53
12:00	12:15	12:30	12:45	12:53	12:30	12:38	12:53	13:08	13:23
12:30	12:45	13:00	13:15	13:23	13:00	13:08	13:23	13:38	13:53
13:00	13:15	13:30	13:45	13:53	13:30	13:38	13:53	14:08	14:23
13:30	13:45	14:00	14:15	14:23	14:00	14:08	14:23	14:38	14:53
14:00	14:15	14:30	14:45	14:53	14:30	14:38	14:53	15:08	15:23
14:30	14:45	15:00	15:15	15:23	15:00	15:08	15:23	15:38	15:53
15:00	15:15	15:30	15:45	15:53	15:30	15:38	15:53	16:08	16:23
15:30	15:45	16:00	16:15	16:23	16:00	16:08	16:23	16:38	16:53
16:00	16:15	16:30	16:45	16:53	16:30	16:38	16:53	17:08	17:23
16:30	16:45	17:00	17:15	17:23	17:00	17:08	17:23	17:38	17:53
17:00	17:15	17:30	17:45	17:53	17:30	17:38	17:53	18:08	18:23
17:30	17:45	18:00	18:15	18:23	18:00	18:08	18:23	18:38	18:53
18:00	18:15	18:30	18:45	18:53	18:30	18:38	18:53	19:08	19:23
18:30	18:45	19:00	19:15	19:23	19:00	19:08	19:23	19:38	19:53
19:00	19:15	19:30	19:45	19:53	19:30	19:38	19:53	20:08	20:23
19:30	19:45	20:00	20:15	20:23	20:00	20:08	20:23	20:38	20:53
20:00	20:15	20:30	20:45	20:53	20:30	20:38	20:53	21:08	21:23
20:30	20:45	21:00	21:15	21:23	21:00	21:08	21:23	21:38	21:53
21:00	21:15	21:30	21:45	21:53	21:30	21:38	21:53	22:08	22:23
21:30	21:45	22:00	22:15	22:23	22:00	22:08	22:23	22:38	22:53
22:00	22:15	22:30	22:45	22:53	22:30	22:38	22:53	23:08	23:23
					23:00	23:08	23:23	23:38	23:53

* This sample is for illustrative purposes only. While 30-minute weekday frequency will be maintained throughout the day, the final schedule will be different based on outcomes of the public planning process and further analysis. For example, time points will change, run times between stops may be modified based on the final route alignment and location of bus stops, and run times may fluctuate throughout the day based on lighter or heavier traffic volumes.

Attachment B Metro Bus Fleet

On a regular basis, the buses used on the Husky Line will be 40-foot New Fliers, model is the Xcelsior. However, METRO reserves the right to cycle in other fleet if needed.

Table B1 - Metro Fleet Inventory

Total Vehicles	Manufacturer	Model	Year Manufactured	Fuel Type	Veh. Length	Seating Capacity	Standing Capacity	Accessible Vehicles	Status
4	Gillig Corporation	Phantom	1996	Diesel Fuel	40 foot	42	17	4	Active
1	Gillig Corporation	Phantom	1997	Diesel Fuel	30 foot	29	12	1	Active
4	Gillig Corporation	Phantom	2004	Diesel Fuel	35 foot	35	42	4	Active
13	Orion Bus Industries Ltd.	VII	2005	CNG	35 foot	33	25	13	Active
7	Gillig Corporation	Phantom	2011	Diesel Fuel	35 foot	31	24	7	Active
5	Gillig Corporation	Phantom	2014	CNG	35 foot	31	24	5	Active
3	Arbores Mobility LLC	Spirit Mobility	2016	Diesel Fuel	26 foot	17	5	3	Active
6	New Flier	Xcelsior	2018	Diesel Fuel	40 foot	30-40	45-60	6	2018 Delivery
5	New Flier	Xcelsior	2018	CNG	40 foot	30-40	45-60	5	2018 Delivery
48								48	

Figure B1 – Image of New Flier Xcelsior





EXECUTIVE COMMITTEE

AGENDA ITEM 7

DATE

August 9, 2023

SUBJECT

Unionization of Select Job Classifications

PURPOSE

Review tentative agreement with Amalgamated Transit Union Local 714 to add three existing non-union job classifications to the Collective Bargaining Agreement.

BACKGROUND/ANALYSIS

In September of 2022 the business agent for ATU 714 notified Metro's Executive Director that the union had collected a majority share of signed union membership cards for the customer service, dispatcher and shuttle driver positions at Metro to unionize these job classifications.

The positions proposed to be added to the bargaining unit include:

Dispatchers – 4 FTEs

Customer Service – 2 FTEs

Shuttle Driver – 1 FTE

Staff consulted with Metro's labor attorney and was advised that the unionization was legitimate and although the agency has the right to protest the unionization of these classifications it was unlikely that the Maine Labor Relations Board would overturn the unionization.

Metro formally acknowledged the union's right to represent these employees and started negotiating their inclusion into the CBA in the Fall of 2022. The first negotiations were focused primarily on addressing the transition of the non-union employees to union status. These items included:

- PTO/Vacation transition
- Schedule differences between non-union and union employees
- Rules governing promotional opportunities
- Vacation scheduling
- Holiday pay
- Pension vesting

In addition to the terms of the transition, the union proposed that the new union employees receive a wage increase. In exchange for the wage increase the union offered to add provisions

to the CBA that allow for “shared work”. These “shared work” sections allow non-union staff to work in the Dispatch and Customer Service Departments in a limited capacity.

Additionally, in exchange for a larger wage increase for the Shuttle Driver position it was agreed that the position would be retitled “Non-CDL Rate”. This is intended to be a rate that could be used in the future for an operator performing micro-transit work. However, since this agreement was only ratified by the new bargaining unit employees they could not agree to terms for micro-transit work which will need to be agreed by the entire union body.

The wage progression for each classification is listed in Table 1. The spread between steps is 3% which matches the current non-union plan. The step increases (91%, 94%, 97%) align with the existing wage progression of Maintenance Department employees. Top rate for dispatchers is set at 13.5% above top operator’s rate.

Table 1 shows the new salary ranges for each classification:

Table 1

	Dispatcher	Customer Service	Shuttle (Non-CDL)
0 – 12 Months 91% of top rate	\$31.62	\$21.39	\$20.48
13-24 Months 94% of top rate	\$32.67	\$22.09	\$21.15
25-36 Months 97% of top rate	\$33.71	\$22.80	\$21.83
Over 36 Months Top rate	\$34.75	\$23.50	\$22.50

Table 2 contains the top and bottom of Metro’s current non-union salary plan for each classification:

Table 2

Position	Starting	Top
Dispatcher	\$27.98	\$37.60
Customer Service Rep 1	\$20.55	\$27.62
Customer Service Rep 2	\$22.04	\$29.61
Shuttle Driver	\$17.58	\$23.63

The exact rate each employee was placed at was negotiated individually based on a variety of factors. Table 3 below shows the seven positions being added to the CBA, their current rate, their new rate under the terms of the tentative agreement as well as the percent change.

Table 3

Position	Current	New	Percent Change
Dispatcher 1	\$32.43	\$34.75	7.1%
Dispatcher 2	\$32.43	\$34.75	7.1%
Dispatcher 3	\$31.49	\$33.71	7.1%
Dispatcher 4	\$31.49	\$33.71	7.1%
Customer Service Rep 1	\$22.70	\$23.50	3.5%
Customer Service Rep 2	\$21.80	\$22.80	4.6%
Shuttle Driver	\$18.65	\$21.83	17.0%

The terms of the tentative agreement were agreed to be retro-active to July 30, 2023 to match with when the agreement was reached.

FISCAL IMPACT

The estimated cost of the changes in wage rates is \$15,484 for the remainder of 2023.

PRIOR COMMITTEE REVIEW

Executive Committee – November 9, 2022

RECOMMENDATION

Endorse the tentative agreement and forward to the Board of Directors for approval.

CONTACT

Glenn Fenton
Acting Executive Director
207-517-3029
gffenton@gpmetro.org

ATTACHMENTS

Attachment A: Tentative Agreement July, 27, 2023

ATU Local 714
and
METRO
Tentative Agreement
July 27, 2023

Dispatcher	13.5% Above Top Operator
0 – 12 Months 91% of top rate	\$31.62
13-24 Months 94% of top rate	\$32.67
25-36 Months 97% of top rate	\$33.71
Over 36 Months Top rate	\$34.75

Customer Service Reps	
0 – 12 Months 91% of top rate	\$21.39
13-24 Months 94% of top rate	\$22.09
25-36 Months 97% of top rate	\$22.80
Over 36 Months Top rate	\$23.50

Shuttle Driver Non-CDL Rate	
0 – 12 Months 91% of top rate	\$20.48
13-24 Months 94% of top rate	\$21.15
25-36 Months 97% of top rate	\$21.83
Over 36 Months Top rate	\$22.50

Future openings for Dispatcher shall provide preference hiring for bargaining unit members as follows;

Any bargaining unit member who applies for and meets, the minimum qualifying standards for the Dispatcher position, as established by the Agency, shall be given hiring preference over all outside applicants.

Whenever an incumbent bargaining unit member meets the minimum qualifying standards for a vacant position, they shall be awarded the position.

In the event more than one (1) incumbent bargaining unit member applies for, and meets the minimum qualifications for the position, as established by the Agency, seniority shall prevail in the determination of awarding the position.

Whenever an incumbent bargaining unit member enters the Dispatcher classification, the wage rate determination shall be based on 5% above their current rate, rounded up to the next step in the established Dispatcher progression. Such progression shall then continue annually, from the date of entry into the Dispatcher classification, until top rate is achieved.

All ATU classifications listed above shall be paid retroactively from the full pay period commencing July 30, 2023.

The parties understand that a conversion regarding "Pension" and "PTO" (paid time off) shall occur without harm, or any enrichment, where necessary.

Non-bargaining unit employees may cover dispatch responsibilities provided that no qualified bargaining unit employees are available. This type of coverage shall not be allowed for whole shifts.

Non-bargaining unit employees may cover customer service shifts provided that both customer service positions are filled, and no customer service representatives are interested in covering the additional hours.

No later than November 30th of each year a schedule of vacations will be posted and bid for the following year. There shall be a minimum of one (1) vacation slot per week per department for customer service and dispatch.

Dispatchers shall bid their shifts a minimum of four times per year. If the dispatcher schedule is changed a bid will be required in advance of any change.

GPTD has one customer service employee working 30 hours per week. This employee currently receives insurance benefits at the same rate as a full-time employee. Management and the Union agree to keep this employee contributing for benefits at the same amount as full-time employees. Should the Union and Management negotiate additional positions that work less than 40 hours per week this agreement shall not set precedent and Management reserves the right to negotiate pro-rated benefits.

Employees joining the union shall begin vesting per section 4.2 of the Collective Bargaining Agreement with credit for years of service with the agency as non-union employees. Balances in existing retirement accounts shall follow the employee as allowed by the plan documents.

Weekly schedules for dispatchers shall consist of four 10-hour shifts with three regularly scheduled days off. Management shall have the right to change the regularly scheduled days off of one dispatch shift weekly to accommodate coverage for absences and other needs of the agency. The employee on this schedule shall be provided 7 days' notice of Management's intention to change his/her shift. This shift will be identified at the time of bidding as a "floater" schedule.

Pay for holidays for dispatchers shall be 8 hours holiday pay. On holidays which Metro does not operate service, dispatchers will receive 10 hours holiday pay if it is their regularly scheduled workday.

Holiday pay for customer service staff shall match their regularly scheduled hours for the day.

For METRO

Date

For ATU Local 714

Date

Side Agreement Accompanying Tentative Agreements Dated July 27, 2023

Effective July 30, 2023 the rates for the following employees shall be:

Jamie Frager - \$34.75/hr

Joseph Ivey - \$34.75/hr

Raymond Gauvin - \$33.71/hr

Thierry Kayumba Bin - \$33.71/hr

Duane Sjoberg - \$22.80/hr

Danielle Walker - \$23.50/hr

Cathy Leo - \$21.83/hr

Employees in progression shall receive their next step increase on 7/30/24.

Non-Union employees transitioning to a union position will receive PTO/Vacation frontloaded, aligning with the employee's years of service to the agency. Time frontloaded will be prorated based on the effective date of the transition, and will follow the terms set forth in section 27 of the Collective Bargaining Agreement. PTO time earned as a non-union employee will not be carried over into the union position and removed from the employee's bank.

For METRO

Date

For ATU Local 714

Date