



Board of Directors

June 27, 2019 at 4:00 p.m.

114 Valley Street | Portland ME, 04102
METRO Conference Room

MEETING AGENDA

AGENDA ITEM	PRESENTER	ACTION or INFORMATION
1. Call Meeting to Order (4:00)	Belinda Ray, Board President	N/A
2. Public Comment (4:00-4:05) The METRO Board of Directors welcomes public comment. For items NOT listed on this agenda, the chair will recognize speakers at this point on the agenda. For items on the agenda, the chair will recognize public comment following the staff presentation. There is a three-minute time limit per citizen.	Belinda Ray, Board President	INFORMATION
3. Meeting Minutes (4:05-4:10) The Board will be asked to approve meeting minutes from the May 23, 2019 meeting of the Board of Directors.	Belinda Ray, Board President	ACTION
4. General Manager's Report (4:10-4:25) The General Manager will provide an update on current topics, projects, and initiatives.	Greg Jordan, METRO General Manager	INFORMATION
5. Automated Fare Policy and Technology (4:25-4:40) Staff will present an update on this project including the status of the vendor procurement.	Greg Jordan, METRO General Manager	INFORMATION
6. Maine Medical Center Pass Program Agreement (4:40-4:55) Staff will provide information on the new Maine Medical Center (MMC) Metro Pass Program and ask the Board for its approval of the agreement between MMC and Metro.	Greg Jordan, METRO General Manager	ACTION
7. Collective Bargaining Agreement (CBA) (4:55-5:15) Staff will provide information about the CBA negotiation process, which begins in July. The Board may vote to enter into executive session to discuss Collective Bargaining Agreement negotiations and any related items pursuant to 1 MRSA Section 405 (3) and Section 405 (6) (D).	Greg Jordan, METRO General Manager	INFORMATION
8. Future Agenda Items (5:15-5:20) Board members to request future agenda items.	Belinda Ray, Board President	INFORMATION

<p>9. Upcoming Meetings (5:20-5:25) – NO MEETINGS IN JULY</p> <ul style="list-style-type: none"> • Finance Committee – August 7, 2019 at 4:00 p.m. • Executive Committee – August 14, 2019 at 4:30 p.m. • Ridership Committee – August 22, 2019 at 4:00 p.m. • Board of Directors – August 29, 2019 from at 4:00 p.m. 	<p>Belinda Ray, Board President</p>	<p>INFORMATION</p>
<p>10. Adjournment (5:30)</p>	<p>Belinda Ray, Board President</p>	<p>N/A</p>

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Meeting of the Board of Directors
May 23, 2019
Draft Meeting Minutes

Minutes of the Board of Directors Meeting of Thursday, Thursday, May 23, 2019 held at 4:00 p.m. in the Greater Portland Transit District's conference room, 114 Valley Street, Portland, Maine.

Board Members Present:

Belinda Ray – Board President
Hope Cahan – Board Vice President
John Thompson – Board Secretary
Paul Bradbury – Treasurer
Merrill Barter
Mike Foley
Pious Ali
Ed Suslovic
Jeff Levine

Staff and Others Present:

Greg Jordan
Glenn Fenton
Ellen Sanborn
Lauren Shaw
Chris O'Neil

Board Members Absent:

Jim Violette

Public:

- 1. The meeting was called to order at 4:08 p.m. by Belinda Ray, President of the Board.**
- 2. Public comment:**
No members of the public were present.
- 3. Meeting Minutes:**
Motion made by Mike Foley, seconded by John Thompson and Merrill Barter to approve the minutes, amended to reflect the correct "Upcoming Meeting" dates, from the April 25, 2019 Board of Directors meeting. **Motion passed unanimously by all present.**
- 4. General Manager's Report**
Greg Jordan report that Regional Transportation Program (RTP) will not be staying at 114 Valley Street. Ed Suslovic commended the staff for the work they accommodating RTP to stay.

The Peninsula Transit Planning Task Force kick-off meeting was May 2nd. The task force was formed to evaluate restructuring Routes #1 and 38 for better service. The next meeting is June 13. This task force has a timeline of 2020 to prepare for the 2021 delivery of electric buses.

The Tournament of Transit will be 6/14/19, 9:30-4:30. This is an opportunity, put on by Transit Tomorrow, for staff, board members, social service key stakeholders, and elected officials to use transit to get around the region. A copy of the invitation will be sent out to Board members.

There will be no Board or committee meetings in July.

5. Automated Fare Policy and Technology

Due to the lack of public attendance, Greg Jordan did not make a full presentation of the program. He briefly reviewed anticipated revenue, grant funding sources, and the project cost estimate.

Four-Nines Technology was asked to complete a Fare Equity Analysis to identify any potential disparate impacts on minorities or low-income individuals. Overall, their review states, “the fare equity review indicates that the fare structure and pricing changes currently being considered may not result in adverse effects being disproportionately borne by minority or low-income riders for all aspects of the proposed change.” Based on feedback received through the public involvement process and fare equity analysis, Metro staff conclude that no additional modifications to the proposed fare changes are necessary. However, Metro staff believe that the transition period from the current system to the new one should be of sufficient length that riders have time to learn about and migrate to the new system at their own pace.

GPCOG is also completing a Fare Equity Analysis, with the aid of Four-Nines, for the South Portland area at the request of South Portland.

A marketing strategy is not yet in place, but the Brand Collective has been hired to do this. The Board would like to see the campaign before it is launched.

Staff will report to the Board in August on the status of the project’s regional integration and seek Board action to approve partner participation, terms of fare integration, uniformity, and policies, and the revenue sharing agreements.

The South Portland City Council is holding a workshop on 7/2/19, which Belinda Ray and Greg Jordan will attend. The proposal has to come from South Portland with Metro as a partner.

Only one bid was received for the Automated Fare Payment and Collection System RFP: Delerrok, Inc. Four -nines is polling the other registered bidders to learn why they didn’t bid. The Delerrok’s bid will be evaluated and a decision made whether to award or rewrite and re-publish a new RFP.

Phase 1 is expected to roll out mid-late fall at best. Information will be brought to the Executive and/or Ridership Committee(s) regarding how Metro will address the revenue gap caused by delayed implementation, once a more definitive timeline is in place. If Metro decides to go forward with the current bid, more solid dates will be brought to the June Board meeting.

RECOMMENDATION

Staff recommends that the Board approve the proposed fare changes as listed below and as outlined in Table 1 above and according to the phasing indicated in Table 3.

- Raise the base fare from \$1.50 to \$2.00.
- Eliminate all paper/visual based period passes and tickets (e.g., calendar monthly pass and 10 ride ticket).
- Eliminate physical transfers for cash users.
- Introduce mobile app payment option.
- Introduce smart cards as payment options which will be widely available.
- Introduce “fare capping” for smart card and mobile app users:

- LOCAL bus service is capped at \$6.00 per day and \$60 per month for full fare riders (\$3.00 and \$30 for reduced fare eligible riders).
- BREEZ bus service is capped at \$12.00 per day and \$120 per month for full fare riders (\$6.00 and \$60 for reduced fare eligible riders).
- Expand reduced fare categories and availability.
- Introduce 90-minute pass when paying by mobile app or smart card to accommodate transfers.
- Cash will continue to be accepted.

John Thompson moved to approve the recommended fare pricing and payment methods as outlined in Metro Staff's Recommendation. The motion was seconded by Hope Cahan and Ed Suslovic. **Motion passed unanimously by all present.**

Jeff Levine suggested increasing fares more regularly going forward, rather than a large increase at one time. With Automated Fare, this can be more easily done in odd increments. John Thompson thanked the Metro staff for all the work put into this program. Greg Jordan voiced his appreciation to Glenn Fenton and Ellen Sanborn.

6. General Manager's Performance Evaluation

At this time, Hope Cahan moved, pursuant to 1 MRSA Section 405 (3) and 1 MRSA Section 405 (6) (A), to enter into executive session to discuss the General Manager's Performance Evaluation, seconded by Jeff Levine. **Motion passed unanimously by all present**, and executive session was entered at 4:49 p.m.

Hope Cahan moved, seconded by John Thompson, to exit executive session. **Motion passed unanimously by all present**, and executive session ended at 5:11 p.m.

A motion was made by John Thompson, seconded by Paul Bradbury, to endorse the following recommendations from the Executive Committee:

1. The Executive Committee was pleased to hear that there was a retreat planned for Metro's senior staff in April and encourages the GM to continue to pursue such opportunities for strategic planning and teambuilding within the organization as appropriate.
2. The Executive Committee recognizes the exceptional work the GM does for the organization every day as he faces the challenges he faces in managing the staff of a dynamic and growing organization. To help the GM meet the continuing challenges of his position and further develop his personnel management skills, the Executive Committee wishes to provide the GM with an opportunity for professional development in the form of Executive Coaching. This coaching should be with an area expert of a high caliber and should be in the form of in-person and over the phone meetings.
3. The GM has requested that there be no additional compensation, bonus, or benefits conferred at this time beyond the standard COLA received by all Metro employees each January. Recognizing that next year will be a contract year and the negotiation will likely be different at that time, the Executive Committee recommends that his requests be honored.

Motion passed unanimously by all present

7. Future Agenda Items

8. Upcoming Meetings

- Finance Committee – June 5, 2019 at 4:00 p.m.
- Executive Committee – June 12, 2019 at 4:30 p.m.
- Ridership Committee – June 20, 2019 at 4:00 p.m.
- Board of Directors – June 27, 2019 at 4:00 p.m.

9. Adjournment

Ed Suslovic moved to adjourn, seconded by seconded by John Thompson. **With unanimous approval by all present, the meeting adjourned at 5:20 p.m.**

DRAFT

DATE

June 27, 2019

SUBJECT

Agreement with Maine Medical Center for an Unlimited Access Transit Pass Program

PURPOSE

Review and approve agreement.

BACKGROUND/ANALYSIS

Metro and Maine Medical Center (MMC) staff have finalized an agreement to implement an unlimited access transit pass program beginning July 1, 2019. The terms of Metro's agreement with MMC are the same as our other "non-youth" based public/non-profit institutional programs including USM and SMCC. Like those programs, MMC will be charged a rate per boarding of 66.6% of the prevailing full one-way cash fare in place at the time of boarding. MMC employees will show their MMC ID to the bus driver who will record the boarding. Metro will bill MMC for actual boardings each month. When Metro switches over to electronic fare collection, MMC IDs will be scanned on a validator rather than presented to the driver for visual validation.

Provided below are the key elements of the agreement along with a list of remaining open issues:

Key Agreement Terms:

- Term – 3-year agreement commencing in July 1, 2019.
- Rate per Boarding – Local fare per boarding is set at 66.6% of the prevailing one-way full cash fare for both Local route and Breez. Under the current fare policy, this means MMC will be billed \$1.00 per Local boarding and \$2.00 for Breez boardings. The full one-way cash fares are \$1.50 and \$3.00 respectively. The rates per boarding will automatically increase when base fares increase in the future.
- Boardings Cap – As Metro has done with the introduction of previous transit pass programs, the MMC agreement includes an annual cap on the number of boardings that can be charged MMC during the first 3 years. The caps for years 1, 2 and 3 of this agreement are provided below:

Year 1 - 107,000 boardings

Year 2 - 112,500 boardings

Year 3 - 131,000 boardings

Due to the uncertainty in predicting ridership and the associated uncertainty this creates for an organization's budgeting, this provision provides the organization with budget predictability. This provision has been a key factor in getting these programs implemented.

The caps increase each year during the initial 3-year term and will be removed upon the renewal or extension of the agreement. By then ridership has generally matured and stabilized and the organization has had time to prepare financially in the event that boardings are higher than anticipated.

FISCAL IMPACT

Total revenue under this agreement is expected to range from \$50,000-\$100,000. MMC purchased approximately \$20,000 worth of tickets and passes from Metro in 2018, so the net gain under this program is expected to be \$30,000-\$80,000. These are broad estimates as Metro staff did not complete an extensive ridership estimate for this program. Unlike the pass programs for USM and Portland Public Schools, there are no direct costs or service improvements associated with implementing this program.

RECOMMENDATION

Approve the agreement.

CONTACT

Greg Jordan
General Manager
207-517-3025
gjordan@gpmetrobus.com

ATTACHMENTS

Attachment A – Metro-Maine Medical Center Agreement

**AGREEMENT
BETWEEN
GREATER PORTLAND TRANSIT DISTRICT
AND
MaineHealth d/b/a Maine Medical Center
REGARDING
THE MMC BADGE HOLDER ACCESS TRANSIT PASS PROGRAM**

THIS AGREEMENT is made as of the [redacted] day of [redacted], 2019, by and between MaineHealth d/b/a Maine Medical Center (hereinafter “MMC”) and Greater Portland Transit District, Portland, Maine, (hereinafter “METRO”).

RECITALS

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

WHEREAS, MMC operates a hospital within the City of Portland, Maine; and

WHEREAS, the parties have agreed upon terms for METRO to provide transit passes to MMC and MaineHealth employees (“Badge Holders”) for the purpose of using the public bus 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 July 1, 2019 to June 30, 2022, renewable thereafter for two (2) additional one (1) year terms by written mutual agreement. MMC agrees to give notice to METRO of its intent to exercise its option to renew this Agreement no later than 90 days prior to the expiration of the then current term.
2. **Scope:**
 - A. **MMC Badge Holder Transit Passes.** METRO agrees that MMC Badge Holders will be given the privilege to ride METRO buses during service hours on all existing and future public transit routes (including METRO BREEZ and Husky Line), subject to the terms and conditions set forth in this Agreement, by displaying their employee badges upon boarding a METRO bus.
 - B. **Badge Holder Eligibility.** MMC Badge Holder eligibility for METRO public transit usage under this Agreement shall be determined by MMC in its sole discretion; provided, however, that MMC shall provide METRO with sample(s) or template(s) of the MMC employee badges to assist METRO in identifying eligible Badge Holders.

C. **Conditions of Ridership Privileges.** MMC Badge Holders 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. Upon request and to the extent allowed by applicable law, METRO shall provide after-the-fact written notice to MMC for any such revocation of ridership privileges.

D. **Smart Card Ticketing.** METRO will implement an electronic Smart Card based ticketing system (“SCT System”) for MMC Badge Holders as part of its initiative to implement an automated fare system for the general public. As part of deploying the SCT System, METRO will program each MMC Badge Holder employee badge for use upon boarding a METRO bus, in lieu of MMC Badge Holders displaying their employee badges. MMC agrees to cooperate with METRO and to timely provide METRO with all necessary data, including MMC Badge Holder unique identifiers, in order for METRO to implement the SCT System for MMC’s Badge Holders. METRO reasonably anticipates that the SCT System will be deployed for MMC Badge Holder use on or about February 1, 2020.

E. **Data Collection:**

- i. For each month during the term of this Agreement, METRO will tally MMC Badge Holder ridership by date and route number and provide aggregated ridership data (in Microsoft Excel) and a monthly invoice to MMC.
- ii. Following the implementation of the SCT System, on a monthly basis during the term of this Agreement, METRO shall provide a report (ideally in Microsoft Excel) to MMC detailing Badge Holder ridership data (including: route number, boarding location, date, and time of day (e.g. peak/off-peak), and a summary table showing the number of monthly Badge Holder boardings), to the extent such data are available to METRO in reportable form and subject to any data disclosure limitations imposed on METRO by applicable law, rule, or third-party contract. These reports shall be sent to MMC with the monthly invoice.

3. **Payment.**

A. **MMC Discounted Fare.** MMC agrees to pay METRO a Badge Holder per-boarding fare equal to sixty-six and six-tenths percent (66.6%) of METRO’s full one-way cash fare charged to the general public in effect at the time of boarding (the “MMC Discounted Fare”). (For reference, as of the execution of this Agreement, the current full one-way cash fare for is \$1.50 for LOCAL Bus Service and \$3.00 for EXPRESS Bus Service (i.e., METRO BREEZ), which indicates an MMC Discounted Fare of \$1.00 and \$2.00, respectively.) An MMC Discounted Fare shall be charged each time a Badge Holder boards a METRO bus, without regard to the place of boarding, the place of disembarkation, or the distance traveled.

- B. **Annual Payment Cap.** Notwithstanding Paragraph 3.A (“MMC Discounted Fare”), and regardless of the number of actual annual MMC Badge Holder boardings, MMC’s payment obligation to METRO is limited as follows:
- i. Year 1. During the first term of this Agreement (July 1, 2019 to June 30, 2020), METRO will charge MMC for no more than 107,000 MMC Badge Holder boardings.
 - ii. Year 2. During the second term of this Agreement (July 1, 2020 to June 30, 2021), METRO will charge MMC for no more than 112,500 MMC Badge Holder boardings.
 - iii. Year 3. During the third term of this Agreement (July 1, 2021 to June 30, 2022), METRO will charge MMC for no more than 131,000 MMC Badge Holder boardings.
- C. **Invoices.** METRO shall invoice MMC monthly in arrears for the monthly sum of MMC Discounted Fares based on actual Badge Holder boardings until the applicable annual payment cap set forth in Paragraph 3.B (“Annual Payment Cap”) is reached and MMC shall pay all invoices to METRO within thirty (30) days after their receipt by MMC.

4. **Accessibility.** If METRO’s SCT System transit passes or readers include any end-user-facing human interface (such as an end-user device software component, web site form, or file upload system), METRO hereby warrants that the products or services to be provided under this Agreement will 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.

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

5. **Termination; Default.**

- A. **Default by METRO.** In the event of any material breach of the terms of this Agreement by METRO, MMC 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 MMC’s reasonable satisfaction, before taking any steps to terminate this Agreement. If METRO fails or refuses to cure any breach as aforesaid, MMC may terminate this Agreement upon 7 days’ written notice to METRO in writing without further liability to METRO.
- B. **Default by MMC.** In the event of any failure by MMC to pay sums due hereunder when they are due, in addition to all other remedies available to it, METRO may notify MMC 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 MMC written notice of termination, without further liability to MMC hereunder. In the event of any material breach of the terms of this Agreement by MMC other than the failure to pay money, METRO agrees to notify MMC in detail in writing of such breach and

to give MMC a reasonable time, not to exceed sixty (60) days or such reasonable longer period as the circumstances may require if MMC is diligently pursuing a cure, to cure the default to METRO's reasonable satisfaction, before taking any steps to terminate this Agreement. If MMC fails or refuses to cure any breach as aforesaid, METRO may terminate this Agreement upon 7 days' written notice to MMC in writing without further liability to MMC.

- C. **Termination Without Cause.** Either party may terminate this Agreement without cause, providing that the terminating party must provide at least 30 days' written notice prior to the effective date of termination.
 - D. **Compensation.** In the event of termination, METRO shall forthwith disable METRO's SCT System MMC Badge Holder transit passes and ridership privileges. MMC shall compensate METRO for ridership services in accordance with Paragraph 3 ("Payment") of this Agreement up to and including the date of termination.
6. **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.
7. **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. MMC (through its Transportation Demand Management Program Manager) and METRO (through its General Manager) shall meet no later than June 15, 2020 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. Any amendment to this Agreement must comply with Paragraph 6 of this Agreement. For day-to-day communication concerning the administration of this Agreement, MMC's Transportation Demand Management Program Manager and METRO's General Manager shall each designate a person responsible for such communication.
8. **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 MMC prior to the commencement of this Agreement and upon subsequent request(s) of MMC.
9. **Indemnification.** METRO, its successors and assigns, hereby agrees to indemnify and hold harmless MMC, 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. MMC, its successors and assigns, hereby agrees to indemnify and hold harmless METRO, 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 MMC in performing services pursuant to this Agreement. Nothing herein is intended, nor shall it be deemed, to expand or extend the METRO's liability, or to waive any immunity to which it is entitled under the Maine Tort Claims Act, 14 M.R.S.A. §8101 et seq. The indemnity provided by METRO is subject to and limited by the defenses, immunities, and limitations of liability available to METRO 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 MMC or by third parties. The provisions of this Paragraph 9 ("Indemnification") shall survive the termination or expiration of this Agreement.

10. 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 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 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, 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 Paragraph 10 ("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 MMC 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.

11. 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 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@gpmetro.org

MMC (non-legal)

Planning Department
Maine Medical Center
110 Free Street
Portland, ME 04102

MMC (Legal)

Corporate Counsel, MaineHealth Legal Affairs
MaineHealth
110 Free Street
Portland, ME 04101

12. **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.
13. **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.
14. **Confidentiality.** The parties agree to implement and maintain reasonable safeguards to protect the security and confidentiality of MMC Badge Holder 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.

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 such other party; provided that Metro hereby agrees MaineHealth may use its name, literature distributed to the public and other public information in promoting the ridership of Metro to MaineHealth employees. 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.

15. **Independence.** METRO is an independent contractor of MMC, not a partner, agent, or joint venture of MMC 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.

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.

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

MAINEHEALTH d/b/a MAINE MEDICAL CENTER

Date: _____

By: _____

Jennifer McCarthy
Chief Operating Officer
MaineHealth d/b/a Maine Medical Center

ATTEST:

[name]

GREATER PORTLAND TRANSIT DISTRICT

Date: _____

By: _____

Belinda Ray
President of Board of Directors

ATTEST:

[name]