

**PRINCE GEORGE**

**ANNUAL OPERATING AGREEMENT**

**between**

**THE CITY OF PRINCE GEORGE**

**and**

**BRITISH COLUMBIA TRANSIT**

**Amendment #1**

**Effective**

**September 01, 2019**

**INFORMATION CONTAINED IN THIS AGREEMENT IS SUBJECT TO THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. CONSULT WITH THE AUTHORITY PRIOR TO RELEASING INFORMATION TO INDIVIDUALS OR COMPANIES OTHER THAN THOSE WHO ARE PARTY TO THIS AGREEMENT.**

**ANNUAL OPERATING AGREEMENT**

BETWEEN:

**THE CITY OF PRINCE GEORGE**

(the "Municipality")

AND:

**BRITISH COLUMBIA TRANSIT**

(the "Authority")

WHEREAS the Authority is authorized to contract for transit services for the purpose of providing and maintaining those services and facilities necessary for the establishment, maintenance and operation of a public passenger transportation system in the Transit Service Area;

WHEREAS the Municipality is authorized to enter into one or more agreements with the Authority for transit services in the Transit Service Area;

WHEREAS the parties hereto have entered into a Transit Service Agreement which sets out the general rights and responsibilities of the parties hereto;

WHEREAS the Municipality and the Authority are authorized to share in the costs for the provision of a Public Passenger Transportation System pursuant to the *British Columbia Transit Act*,

AND WHEREAS the parties hereto wish to enter into an Annual Operating Agreement which sets out, together with the Transit Service Agreement, the specific terms and conditions for the Public Passenger Transportation System for the upcoming term.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants hereinafter contained, the parties covenant and agree with each other as follows:

## Contents

SECTION 1: DEFINITIONS .....	4
SECTION 2: INCORPORATION OF SCHEDULES.....	4
SECTION 3: INCORPORATION OF TRANSIT SERVICE AGREEMENT .....	4
SECTION 4: TERM AND RENEWAL .....	4
SECTION 5: FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT .....	4
SECTION 6: SETTLEMENT OF DISPUTES .....	5
SECTION 7: MISCELLANEOUS PROVISIONS .....	5
SECTION 8: GOVERNING LAW .....	6
SECTION 9: COUNTERPARTS .....	6
SECTION 10: NOTICES AND COMMUNICATIONS .....	7
SCHEDULE "A": TARIFF AND FARES .....	9
SCHEDULE "B": SERVICE SPECIFICATIONS.....	10
SCHEDULE "C": BUDGET .....	12

## **SECTION 1: DEFINITIONS**

Unless agreed otherwise in the Annual Operating Agreement, the definitions set out in the Transit Service Agreement shall apply to this Annual Operating Agreement including:

- a) "Annual Operating Agreement" shall mean this Annual Operating Agreement and any Annual Operating Agreement Amendments negotiated and entered into by the parties subsequent hereto;
- b) "Transit Service Agreement" shall mean the Transit Service Agreement between the parties to this Annual Operating Agreement, including any amendments made thereto;

## **SECTION 2: INCORPORATION OF SCHEDULES**

All schedules to this agreement are incorporated into the agreement, and form part of the agreement.

## **SECTION 3: INCORPORATION OF TRANSIT SERVICE AGREEMENT**

Upon execution, this Annual Operating Agreement shall be deemed integrated into the Transit Service Agreement and thereafter the Transit Service Agreement and Annual Operating Agreement shall be read together as a single integrated document and shall be deemed to be the Annual Operating Agreement for the purposes of the *British Columbia Transit Act*, as amended from time to time.

## **SECTION 4: TERM AND RENEWAL**

- a) The parties agree that the effective date of this agreement is to be September 1, 2019, whether or not the agreements have been fully executed by the necessary parties. Once this agreement and the associated Transit Service Agreement are duly executed, this agreement will replace all provisions in the existing Transit Service Agreement and Master Operating Agreement with respect to the rights and obligations as between the Authority and the Municipality.
- b) Upon commencement in accordance with Section 4(a) of this agreement, the term of this agreement shall be to March 31, 2020 except as otherwise provided herein. It is acknowledged by the parties that in the event of termination or non-renewal of the Annual Operating Agreement, the Transit Service Agreement shall likewise be so terminated or not renewed, as the case may be.
- c) Either party may terminate this agreement as follows:
  - a. Cancellation by the Authority: In the event that the Authority decides to terminate this Agreement for any reason whatsoever, the Authority shall provide at least one hundred and eighty (180) days prior written notice. Such notice to be provided in accordance with Section 10.
  - b. Cancellation by the Municipality: In the event that the Municipality decides to terminate this Transit Service Agreement for any reason whatsoever, and by extension the Annual Operating Agreement, the Municipality shall provide at least one hundred and eighty (180) days prior written notice. Such notice to be provided in accordance with Section 10.

## **SECTION 5: FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

This Agreement and the parties hereto are subject to the provisions of the *Freedom Of Information And Protection Of Privacy Act* ("FOIPPA"). Any information developed in the performance of this Agreement, or any personal information obtained, collected, stored pursuant to this Agreement, including database information, shall be deemed confidential and subject to

the provisions of the FOIPPA including the handling, storage, access and security of such information. Confidential information shall not be disclosed to any third party except as expressly permitted by the Authority or pursuant to the requirements of the FOIPPA.

## **SECTION 6: SETTLEMENT OF DISPUTES**

In the event of any dispute arising between or among the parties as to their respective rights and obligations under this Agreement, or in the event of a breach of this Agreement, the parties agree to use their best efforts to find resolution through a mediated settlement. However, in the event that mediation is not successful in finding a resolution satisfactory to all parties involved, any party shall be entitled to give to the other notice of such dispute and to request arbitration thereof; and the parties may, with respect to the particular matter then in dispute, agree to submit the same to a single arbitrator in accordance with the applicable statutes of the Province of British Columbia.

## **SECTION 7: MISCELLANEOUS PROVISIONS**

- a) Amendment: This agreement may only be amended in writing signed by the Municipality and the Authority and specifying the effective date of the amendment.
- b) Assignment: This Agreement shall not be assignable without prior written consent of the parties.
- c) Enurement: This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors.
- d) Operating Reserve Fund: In accordance with OIC 594, in fiscal year 2015/16, BC Transit established a Reserve Fund to record, for each local government, the contributions that BC Transit has received but has not yet earned.
  - a. BC Transit will invoice and collect on monthly Municipal invoices based on budgeted Eligible Expenses.
  - b. Any expenditure of monies from the Reserve Fund will only be credited towards Eligible Expenses for the location for which it was collected.
  - c. Eligible Expenses are comprised of the following costs of providing Public Passenger Transportation Systems:
    - i. *For Conventional Transit Service:*
      1. the operating costs incurred in providing Conventional Transit Service excluding interest and amortization;
      2. the amount of any operating lease costs incurred by BC Transit for Conventional Transit Services;
      3. the amount of the municipal administration charge not exceeding 2% of the direct operating costs payable under an Annual Operating Agreement;
      4. an amount of the annual operating costs of BC Transit not exceeding 8% of the direct operating costs payable under an Annual Operating Agreement;
    - ii. *For Custom Transit Service:*
      1. the operating costs incurred in providing Custom Transit Service excluding interest and amortization, but including the amount paid by BC Transit to redeem taxi saver coupons issued under the Taxi Saver Program after deducting from that amount the amount realized from the sale of those coupons;
      2. the amount of any operating lease costs incurred by BC Transit for Custom Transit Service;

3. the amount of the municipal administration charge not exceeding 2% of the direct operating costs payable under an Annual Operating Agreement; and,
  4. an amount of the annual operating costs of BC Transit not exceeding 8% of the direct operating costs payable under an Annual Operating Agreement;
- d. Eligible Expenses exclude the costs of providing third-party 100%-funded services; and,
  - e. BC Transit will provide an annual statement of account of the reserves received and utilized, including any interest earned for each local government.
- e) The parties agree that this agreement is in substantial compliance with all relevant legislative requirements to establish the rights and obligations of the parties as set out in the *British Columbia Transit Act*.

#### **SECTION 8: GOVERNING LAW**

This Agreement is governed by and shall be construed in accordance with the laws of the Province of British Columbia, with respect to those matters within provincial jurisdiction, and in accordance with the laws of Canada with respect to those matters within the jurisdiction of the government of Canada.

#### **SECTION 9: COUNTERPARTS**

This contract and any amendment hereto may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be considered to be one and the same contract. A signed facsimile or pdf copy of this contract, or any amendment, shall be effective and valid proof of execution and delivery.

## **SECTION 10: NOTICES AND COMMUNICATIONS**

All notices, claims and communications required or permitted to be given hereunder shall be in writing and shall be sufficiently given if personally delivered to a designated officer of the parties hereto to whom it is addressed or if mailed by prepaid registered mail to the Authority at:

**BRITISH COLUMBIA TRANSIT**  
c/o President & CEO  
P.O. Box 610  
520 Gorge Road East  
Victoria, British Columbia V8W 2P3

and to the Municipality at:

**THE CITY OF PRINCE GEORGE**  
c/o Transit Planner  
1100 Patricia Boulevard  
Prince George, BC V2L 3V9

and, if so mailed, shall be deemed to have been received five (5) days following the date of such mailing.

IN WITNESS WHEREOF, the parties have hereunto set their hand this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

The City of Prince George  
2019/20 Annual Operation Agreement  
Amendment #1

**THE CITY OF PRINCE GEORGE**

\_\_\_\_\_  
  
\_\_\_\_\_

**BRITISH COLUMBIA TRANSIT**

\_\_\_\_\_  
Chief Operating Officer

\_\_\_\_\_  
Chief Financial Officer



**SCHEDULE "A": TARIFF AND FARES****Custom Fares:***Effective as of September 1, 2019*

Registered User	\$2.50
Companion	\$2.50

Attendant accompanying Registered User	Free
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Tickets are available at the same price as regular cash fares.

**Note:** Visitors may register for temporary handyDART service. Proof of registration in another jurisdiction or proof of eligibility is required.

**Conventional Fares:***Effective as of September 1, 2019*a) **Single Cash Fares:**

i) Cash Fare	\$2.50
ii) Child 5 years and under,	Free when accompanied by an adult.
iii) Accessible Transit Attendant	Free

b) **10-Tickets:** \$22.50c) **Day Pass:** \$5.00

d) <b><u>Monthly Pass</u></b>	Adult	\$60.00
	Senior/Student	\$50.00

e) **Semester Pass\*** Student (K-12) \$135.00f) **U-PASS** (per semester) \$57.50g) **Pro Pass\*\*** \$51.50h) **BC Bus Pass** valid for the current calendar year and available through the Government of British Columbia BC Bus Pass Program.i) **CNIB Pass** Identification Card available from the local office of the CNIB.

j) BC Transit Employee Bus Pass

\* Available in three four-month semesters per year: September to December, January to April and May to August.

\*\* Available via monthly payroll deduction from employers with 8 or more employees

**SCHEDULE "B": SERVICE SPECIFICATIONS**

Prince George Conventional

The Local Transit Service Area for the boundaries of the Prince George Transit Service Area shall be the municipal boundaries of the City of Prince George.

The Annual Service Level for Prince George Transit Service shall be 68,200 Revenue Service Hours.

The Exception Days recognized annually for the Prince George Transit Transit Service are:

<b>Exception Day</b>	<b>Service Level</b>
Good Friday	Sunday Service
Easter Monday	Regular Service
Victoria Day	Sunday Service
Canada Day	Sunday Service
BC Day	Sunday Service
Labour Day	Sunday Service
Thanksgiving Day	Sunday Service
Remembrance Day	Sunday Service
Christmas Day	No Service
Boxing Day	Sunday Service
New Years Day	No Service
Family Day	Sunday Service

Prince George Community

The Local Transit Service Area for the boundaries of the Prince George Transit Service Area shall be the municipal boundaries of the City of Prince George.

The Annual Service Level for Prince George Transit Service shall be 5,100 Revenue Service Hours.

The Exception Days recognized annually for the Prince George Transit Transit Service are:

<b>Exception Day</b>	<b>Service Level</b>
Good Friday	Sunday Service
Easter Monday	Regular Service
Victoria Day	Sunday Service
Canada Day	Sunday Service
BC Day	Sunday Service
Labour Day	Sunday Service
Thanksgiving Day	Sunday Service
Remembrance Day	Sunday Service
Christmas Day	No Service
Boxing Day	Sunday Service
New Years Day	No Service
Family Day	Sunday Service

### Prince George Custom

The Local Transit Service Area for the boundaries of the Prince George Transit Service Area shall be the municipal boundaries of the City of Prince George.

The Annual Service Level for Prince George Transit Service shall be 13,700 Revenue Service Hours.

The Exception Days recognized annually for the Prince George Transit Transit Service are:

<b>Exception Day</b>	<b>Service Level</b>
Good Friday	No Service
Easter Monday	Regular Service
Victoria Day	No Service
Canada Day	No Service
BC Day	No Service
Labour Day	No Service
Thanksgiving Day	No Service
Remembrance Day	No Service
Christmas Day	No Service
Boxing Day	No Service
New Years Day	No Service
Family Day	No Service

**SCHEDULE "C": BUDGET****PRINCE GEORGE CONVENTIONAL**

	<b>BASE BUDGET 2019/ 20</b>
TOTAL REVENUE	\$2,161,052
TOTAL OPERATING COSTS	\$7,624,212
TOTAL COSTS (including Local Government Share of Lease Fees)	\$8,598,152
<b>NET LOCAL GOVERNMENT SHARE OF COSTS</b>	<b>\$2,463,324</b>

**PRINCE GEORGE COMMUNITY BUS**

	<b>BASE BUDGET 2019/ 20</b>
TOTAL REVENUE	\$12,982
TOTAL OPERATING COSTS	\$359,178
TOTAL COSTS (including Local Government Share of Lease Fees)	\$380,704
<b>NET LOCAL GOVERNMENT SHARE OF COSTS</b>	<b>\$186,229</b>

**PRINCE GEORGE CUSTOM**

	<b>BASE BUDGET 2019/ 20</b>
TOTAL REVENUE	\$82,700
TOTAL OPERATING COSTS	\$1,470,305
TOTAL COSTS (including Local Government Share of Lease Fees)	\$1,593,851
<b>NET LOCAL GOVERNMENT SHARE OF COSTS</b>	<b>\$508,770</b>