

**CITY OF PRINCE GEORGE**

**BYLAW NO. 7725**

**A bylaw of the City of Prince George, enacted pursuant to the British Columbia Transit Act, authorizing the entering into an Annual Operating Agreement for Custom Transit Services.**

**WHEREAS** the City of Prince George has been authorized to undertake a transit function pursuant to the British Columbia Transit Act, and British Columbia Transit (the Authority) has established a transit service area being an area including the whole of the City of Prince George;

**AND WHEREAS** the City of Prince George has entered into a Transit Service Agreement with the Authority;

**AND WHEREAS** the British Columbia Transit Act provides that where the Authority contracts for a custom transit service it shall negotiate with the Carefree Society, or its successor, and an affected municipality with a view to entering into an operating agreement respecting the provision of transit services;

**NOW THEREFORE** the Council of the City of Prince George, in open meeting assembled, **ENACTS AS FOLLOWS:**

1. The City of Prince George is hereby authorized to enter into an Annual Operating Agreement with the Authority and the Carefree Society for Custom Transit Services. A copy of said Agreement is attached to, and forms part of, this Bylaw as Schedule "A".
2. The Mayor and Clerk are hereby authorized to sign said Agreement and affix the City Seal thereto and deliver the same as acts and deeds of the City of Prince George, and do all things necessary to give effect to this Bylaw.
3. This Bylaw may be cited for all purposes as "Custom Transit Service Annual Operating Agreement Bylaw No. 7725, 2005".

READ A FIRST TIME THIS THE            21<sup>st</sup> DAY OF            **March**            , 2005.

READ A SECOND TIME THIS THE        21<sup>st</sup> DAY OF            **March**            , 2005.

READ A THIRD TIME THIS THE        21<sup>st</sup> DAY OF            **March**            , 2005.

All three readings passed by a **unanimous** decision of Members of City Council present and eligible to vote.

ADOPTED THIS THE **4th** DAY OF **APRIL**, **2005**,  
BY A **UNANIMOUS** DECISION OF ALL MEMBERS OF CITY COUNCIL  
PRESENT AND ELIGIBLE TO VOTE.



\_\_\_\_\_ **MAYOR**



\_\_\_\_\_ **CLERK**

# **ANNUAL OPERATING AGREEMENT (CUSTOM TRANSIT)**

**Among**

**THE CITY OF PRINCE GEORGE**

**BRITISH COLUMBIA TRANSIT**

**And**

**CAREFREE SOCIETY  
(as agreed to in the MOA)**

**APRIL 1, 2005 TO MARCH 31, 2006**

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

**TABLE OF CONTENTS**  
**ANNUAL OPERATING AGREEMENT**

**Page**

---

<b>SECTION 1 - DEFINITION OF TERMS .....</b>	<b>2</b>
<b>SECTION 2 - INCORPORATION OF MASTER AGREEMENT .....</b>	<b>2</b>
<b>SECTION 3 - TERM &amp; RENEWAL .....</b>	<b>2</b>
<b>SECTION 4 - SCHEDULES .....</b>	<b>3</b>
<b>SECTION 5 - MISCELLANEOUS PROVISIONS .....</b>	<b>3</b>
<b>SECTION 6 - NOTICES AND COMMUNICATIONS .....</b>	<b>4</b>

**SCHEDULES**

<b>SCHEDULE "A" - TRANSIT SERVICE AREA .....</b>	<b>6</b>
<b>SCHEDULE "B" - SERVICE SPECIFICATIONS .....</b>	<b>7</b>
<b>SCHEDULE "C" - BUDGET .....</b>	<b>8</b>
<b>SCHEDULE "D" - PAYMENT SCHEDULE .....</b>	<b>9</b>
<b>SCHEDULE "E" - TARIFF-FARES .....</b>	<b>10</b>

## ANNUAL OPERATING AGREEMENT

BETWEEN: THE CITY OF PRINCE GEORGE  
(the "Municipality")

AND: BRITISH COLUMBIA TRANSIT  
(the "Authority")

AND: CAREFREE SOCIETY  
(the "Operating Company")

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

**WHEREAS** the Operating Company is authorized to operate, manage and maintain a Public Passenger Transportation System within the Prince George Custom Transit Service Area.

**WHEREAS** the parties hereto have entered into a Master Operating Agreement effective which sets out the general rights and responsibilities of the parties hereto.

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

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

### SECTION 1 – DEFINITION OF TERMS

- 1.1 **Definitions:** Unless agreed otherwise in the Annual Operating Agreement, the definitions set out in the Master Agreement shall apply to this Annual Operating Agreement including:
- (a) "Annual Operating Agreement" shall mean this Annual Operating Agreement and any Annual Operating Agreement Amendment negotiated and entered into by the parties subsequent hereto;
  - (b) "Master Agreement" shall mean the Master Operating Agreement, including any amendments made thereto;

### SECTION 2 – INCORPORATION OF MASTER AGREEMENT

- 2.1 **Incorporation of Master Agreement into Annual Operating Agreement:** Upon execution, this Annual Operating Agreement shall be deemed integrated into the Master Agreement and thereafter the Master Agreement and the current 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 3 – TERM AND RENEWAL

- 3.1 **Term and Renewal:** The term of this Agreement shall be from April 1, 2005 to March 31, 2006 except as otherwise provided herein. Pursuant to successful settlement between the Operating Company, the Municipality, and the Authority this Agreement will be renewed for one (1), twelve-month period. An option for one (1) twelve month extension may also be made upon the approval of BC Transit and the Municipality. It is acknowledged by the parties that in the event of termination or non-renewal of the Annual Operating Agreement, the Master Agreement shall likewise be so terminated or not renewed, as the case may be

**SECTION 4 – SCHEDULES**

4.1 Schedules: The schedules attached hereto shall form part of the Annual Operating Agreement and be binding upon the parties hereto as though they were incorporated into the body of this Agreement.

- a) Schedule "A" – Transit Service Area
- b) Schedule "B" - Service Specifications
- c) Schedule "C" - Budget
- d) Schedule "D" – Payment Schedule
- e) Schedule "E" – Tariff-Fares

**SECTION 5 – MISCELLANEOUS PROVISIONS**

5.1 Amendment: This Annual Operating Agreement and the Schedules attached hereto may be amended only with the prior written consent of all parties.

5.2 Assignment: This Annual Operating Agreement shall not be assignable without the prior written consent of the other parties.

5.3 Enurement: The Annual Operating Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors.

**SECTION 6 - Notices and Communication**

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 responsible officer of the party hereto to whom it is addressed or if mailed by prepaid registered mail, to:

**CITY OF PRINCE GEORGE**  
c/o Manager-Transportation  
1100 Patricia Boulevard  
Prince George, BC V2L 3V9

and to:

**BC Transit**  
c/o : President & CEO  
520 Gorge Road East  
Victoria, BC V8W 2P3

and to:

**Carefree Society**  
c/o Manager  
2832 Queensway Street  
Prince George, BC V2L 1M5

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

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals and where a party is a corporate entity the seal of such party has been affixed hereto in the presence of its duly authorized officer this        day of

THE CORPORATE SEAL OF THE CITY OF **PRINCE GEORGE** has been hereto affixed in the presence of:

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

THE COMMON SEAL OF **BRITISH COLUMBIA TRANSIT** has been hereto affixed in the presence of:

\_\_\_\_\_  
PRESIDENT AND CEO

\_\_\_\_\_  
CORPORATE SECRETARY

THE CORPORATE SEAL OF **CAREFREE SOCIETY** has been hereto affixed in the presence of:

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



**SCHEDULE "A" - Transit Service Area Boundaries**

The boundaries of the Municipal Transit Service Area shall be defined as follows:

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

**SCHEDULE "B" - Service Specifications**

Prince George Custom Base Budget Official AOA 2005/2006

Schedule 'B'

Effective Apr 01, 2005

**Scheduled Revenue Service**

2005 Prg Summary (Apr 01, 2005 to Sep 30, 2005)									
	Mon	Tue	Wed	Thu	Fri	Sat	Sun		
Rate/Day	36.00	36.00	36.00	42.00	36.00	12.00			
Kms/Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

2006 Lato Winter (Oct 01, 2005 to Mar 31, 2006)									
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Dec 27, 2005	Jan 02, 2006
Rate/Day	44.00	44.00	44.00	44.00	44.00	12.00		12.00	12.00
Kms/Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**Extra Revenue Service**

Apr, 2005	May, 2005	Jun, 2005	Jul, 2005	Aug, 2005	Sep, 2005	Oct, 2005	Nov, 2005	Dec, 2005	Jan, 2006	Feb, 2006	Mar, 2006

**Adjusted Revenue Service**

Apr, 2005	May, 2005	Jun, 2005	Jul, 2005	Aug, 2005	Sep, 2005	Oct, 2005	Nov, 2005	Dec, 2005	Jan, 2006	Feb, 2006	Mar, 2006

**2005/2006 Calendar Specification**

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2005 to Apr 30, 2005	4		4	4	4	0	0		30	May 23, 2005 Victoria Day 2005 (Mon)
May 01, 2005 to May 31, 2005	4	5	4	4	4	4	5	1	31	Jul 01, 2005 Canada Day 2005 (Fri)
Jun 01, 2005 to Jun 30, 2005	4	4	5	5	4	4	4	0	30	Aug 01, 2005 BC Day 2005 (Mon)
Jul 01, 2005 to Jul 31, 2005	4	4	4	4	4	0	0	1	31	Sep 05, 2005 Labour Day 2005 (Mon)
Aug 01, 2005 to Aug 31, 2005	4	5	3	4	4	4	4	1	31	Oct 10, 2005 Thanksgiving Day 2005 (Mon)
Sep 01, 2005 to Sep 30, 2005	4	4	4	4	5	4	4	1	30	Nov 11, 2005 Remembrance Day 2005 (Fri)
Oct 01, 2005 to Oct 31, 2005	4	4	4	4	4	5	6	1	31	Dec 25, 2005 Christmas Day 2005 (Sun)
Nov 01, 2005 to Nov 30, 2005	4	5	6	4	3	4	4	1	30	Dec 28, 2005 Boxing Day 2005 (Mon)
Dec 01, 2005 to Dec 31, 2005	3	3	4	6	0	3	3	3	31	Dec 27, 2005 Dec 27th 2005 (Tue)
Jan 01, 2006 to Jan 31, 2006	4	3	4	4	4	4	4	2	31	Jan 01, 2006 New Years Day 2006 (Sun)
Feb 01, 2006 to Feb 28, 2006	4	4	4	4	4	4	4	0	28	Jan 02, 2006 Jan 2nd 2006 (Mon)
Mar 01, 2006 to Mar 31, 2006	4	4	3	3	5	4	4	0	31	
<b>Total</b>	<b>46</b>	<b>51</b>	<b>52</b>	<b>52</b>	<b>51</b>	<b>52</b>	<b>50</b>	<b>11</b>	<b>365</b>	<b>11 Ex04p0008</b>

**Monthly Summary**

Month	Revenue Hours				Revenue Kilometers			
	Scheduled	Extra	Adjusted	Total	Scheduled	Extra	Adjusted	Total
April, 2005	840.00			840.00	0.00			0.00
May, 2005	828.00			828.00	0.00			0.00
June, 2005	870.00			870.00	0.00			0.00
July, 2005	834.00			834.00	0.00			0.00
August, 2005	854.00			854.00	0.00			0.00
September, 2005	834.00			834.00	0.00			0.00
October, 2005	956.00			956.00	0.00			0.00
November, 2005	988.00			988.00	0.00			0.00
December, 2005	972.00			972.00	0.00			0.00
January, 2006	1,000.00			1,000.00	0.00			0.00
February, 2006	944.00			944.00	0.00			0.00
March, 2006	1,080.00			1,080.00	0.00			0.00
<b>Total</b>	<b>10,980.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,980.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

## SCHEDULE "C" - Budget

**Schedule C**  
**Prince George Custom**

Information severed pursuant to  
S. 21(1) of the  
FOI - POP Act

**Official AOA**  
**2005/2006**

<b>TRANSIT REVENUE</b>	
Farebox Cash	\$78,399
Tickets & Passes	\$792
<b>TOTAL REVENUE</b>	<b>\$79,191</b>
<b>EXPENDITURES</b>	
Fixed Costs	
Variable Hourly Costs - Scheduled Service	
Variable Distance Costs - Scheduled Service	
Maintenance - Running Repairs	
Maintenance - Major Repairs	
Taxi Supplement	\$17,000
Taxi Saver Program	\$140,000
Taxi Saver Recoveries	-\$70,000
ICBC Insurance	\$5,400
Captive Insurance	\$4,000
<b>TOTAL DIRECT OPERATING COSTS</b>	<b>\$641,823</b>
Marketing	\$3,100
Municipal Administration	\$12,836
BCT Management Services	\$37,540
<b>TOTAL OPERATING COSTS</b>	<b>\$695,299</b>
Debt Service - Vehicles (Local Share)	\$25,938
Debt Service - Equipment (Local Share)	\$646
<b>TOTAL DEBT SERVICE - LOCAL SHARE</b>	<b>\$26,583</b>
<b>TOTAL COSTS</b>	<b>\$721,882</b>
<b>COST SHARING</b>	
Municipal Share of Costs	\$258,187
Less: Total Revenue	\$79,191
Less: Municipal Administration	\$12,836
Net Municipal Share of Costs	\$166,160
Authority Share of Costs	\$463,695
<b>STATISTICS</b>	
Scheduled Revenue Hours	10,980.00
Total Passengers	61,000
Custom/Para Passengers - Vans	40,000
Custom/Para Passengers - Taxi Supplement	1,900
Taxi Saver Passengers	19,100

**Schedule "D" - Payment Schedule**

**Prince George Custom Transit  
2005/2006 AOA BUDGET**

**1) Payment Schedule**

The Authority agrees to pay the Operating Company a monthly payment on the following basis:

**a) for Specified Service in Schedule "B":**

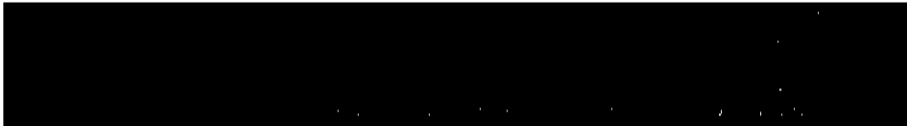
- i) for Fixed Monthly Payment; plus
- ii) per Revenue Hour; plus
- iii) Variable distance costs for fuel and tires as billed, with satisfactory supporting documentation.

**b) for Maintenance:**

- i) Vehicle maintenance subcontracted by the Operating Company shall be paid at cost in accordance with the budget specified in Schedule "C", with satisfactory supporting documentation (invoices).

**c) Special Group Trips cost recovery shall be credited to the Authority on the monthly contractors invoice.**

**d) BC Transit will cost share with the City a fee of \$4 for each Taxi Saver ride provided to a wheelchair or scooter user up to a maximum of \$1,000 per month.**



Information severed pursuant to  
S. 21(1) of the  
FOI - POP Act

**Schedule "E" - Tariff-Fares****Fares:**

Registered Users and Companions \$2.00

Attendants Accompanying Registered Users Free

Tickets are available at the same price as regular cash fares.

**Note:** Visitors (elsewhere in B.C. and outside B.C.) are eligible for temporary handyDART service.