

CITY OF PRINCE GEORGE

BYLAW NO. 7580

A Bylaw of the City of Prince George authorizing the entering into of a Transit Service Agreement.

WHEREAS the City of Prince George and British Columbia Transit are authorized by the British Columbia Transit Act to enter into a transit service agreement respecting the provision and maintenance of transit services in a transit service area by means of annual operating agreements;

AND WHEREAS the City of Prince George is desirous of entering into a Transit Service Agreement with British Columbia Transit;

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

1. That Council hereby approves the City of Prince George entering into a transit service agreement with British Columbia Transit, substantially in the form of the agreement attached hereto as Schedule "A" and forming part of this Bylaw, and that the Seal of the City of Prince George be affixed to the Agreement in the presence of the Mayor and Clerk.
2. That this Bylaw may be cited as the "Transit Service Agreement Authorization Bylaw No. 7580, 2004".

READ A FIRST TIME THIS THE **5th** DAY OF **APRIL**, 2004.

READ A SECOND TIME THIS THE **5th** DAY OF **APRIL**, 2004.

READ A THIRD TIME THIS THE **5th** DAY OF **APRIL**, 2004.

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

ADOPTED THIS THE *19th* DAY OF *April*, 2004, BY A *unanimous* DECISION OF ALL MEMBERS OF CITY COUNCIL PRESENT AND ELIGIBLE TO VOTE.



MAYOR



CLERK

TRANSIT SERVICE AGREEMENT

between

CITY OF PRINCE GEORGE

and

BRITISH COLUMBIA TRANSIT

Effective April 1, 2004

TRANSIT SERVICE AGREEMENT

BETWEEN:

CITY OF PRINCE GEORGE

(the "Municipality")

AND:

BRITISH COLUMBIA TRANSIT

(the "Authority")

WHEREAS the Authority has at the request of the Municipality, established the Transit Service Area described in this agreement pursuant to the British Columbia Transit Act;

WHEREAS the Municipality and the Authority are 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 in accordance with a Master Operating Agreement and an Annual Operating Agreement (collectively referred to herein as the "Annual Operating Agreement");

WHEREAS the Municipality and the Authority wish to define their respective rights and responsibilities with respect to the provision of transit services in the Transit Service Area;

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:

SECTION 1: TRANSIT SERVICE AREA

For the purposes of this agreement, the "Transit Service Area" is defined as the area comprised within the boundaries shown in Schedule "A" to be known as the Prince George Transit Service Area.

SECTION 2: TERM

The term of this agreement shall commence on April 1, 2004 and shall remain in full force and effect unless and until terminated in accordance with section 8, below.

SECTION 3: MUNICIPAL RESPONSIBILITIES

The Municipality shall:

- (i) review and approve plans and determine service and performance standards for transit services in the Transit Service Area which are consistent with operating and capital budgets set by the Authority and the provisions of the Annual Operating Agreement;
- (ii) in consultation with the Authority, established a tariff of fares and prescribe the terms and conditions applicable to each fare category;
- (iii) account to the Authority for all revenues received from the public passenger transportation system and from the marketing of transit services, and all monies received from tax and other levies imposed pursuant to the British Columbia Transit Act; and
- (iv) recommend, for the approval of the Authority, annual operating and capital budgets for transit services including the Municipality's costs of administration of transit services.

SECTION 4: AUTHORITY RESPONSIBILITIES

The Authority shall:

- (i) lease to the transit service operator under the Annual Operating Agreement, all transit vehicles required for the operation of the public passenger transportation system;
- (ii) set the annual operating and capital budgets for all transit services in the Transit Service Area;
- (iii) provide the personnel required to develop and implement transit service plans, fare tariffs and marketing programs for the Transit Service Area;
- (iv) in consultation with the Municipality:
 - (a) call for proposals, evaluate proposals and settle the terms of the Operating Agreements with transit service operators of public passenger transportation systems;
 - (b) administer the Annual Operating Agreement;
 - (c) conduct financial and service audits of the public passenger transit system; and
 - (d) institute marketing programs for transit service in the Transit Service Area;
- (v) monitor the transit services provided in the Transit Service Area and report and make recommendations to the Municipality with respect to the standards of service and performance of the public transportation systems.

SECTION 5: OPERATING AGREEMENTS

The Municipality and the Authority shall enter into an Annual Operating Agreement with transit service operators selected in accordance with Section 4. The agreements shall include the following:

- (i) a service specification detailing the route network, service levels and hours of service;
- (ii) a tariff, including terms and conditions;
- (iii) a budget for the period of the term of the agreement, including the direct operating costs and revenues from regularly scheduled service, the annual lease fee of transit vehicles supplied by the Authority, costs for the amortization of approved capital expenditures , interest costs incurred by the Authority in providing funds for system operation, and the costs associated with administration and merchandising;
- (iv) a budget schedule required by the British Columbia Transit Act which specifies the contributions of the Municipality and the Authority to the cost of providing public passenger transportation system under the Annual Operating Agreement and a schedule of payment of the prescribed contributions;
- (v) the responsibilities of each of the parties with respect to the operating procedures, terms of work and ownership of capital assets;
- (vi) provision for financial and service audits;
- (vii) provision for disposition of claims, actions, legal liability and settlement of disputes between parties;
- (viii) provision for renewal and amendment of the terms of the agreements; and
- (ix) provision for notices and communications.

SECTION 6: COST SHARING

The Municipality and the Authority agree to contribute their respective portion of the annual cost of the public passenger transportation system provided under the Annual Operating Agreement, prescribed by regulation made pursuant to the British Columbia Transit Act.

SECTION 7: CAPITAL AND OPERATING EXPENDITURES

Nothing in this agreement shall be construed as committing the Authority or the Municipality to incur capital or operating expenditures for equipment, facilities or otherwise, within the Transit Service Area unless the same shall be contained within the approved budget of British Columbia Transit and specified in the requisite Annual Operating Agreement.

SECTION 8: TERMINATION

Either party may terminate this agreement by providing the other party with ninety (90) days prior written notice of such termination, such notice to be provided in accordance with section 12, below.

SECTION 9: AMENDMENT

This agreement may only be amended in writing signed by the Municipality and the Authority and specifying the effective date of the amendment.

SECTION 10: ENUREMENT

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors.

SECTION 11: LAWS OF BRITISH COLUMBIA

This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

SECTION 12: 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:

CITY OF PRINCE GEORGE
c/o Manager, Transportation Division
City of Prince George
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 hereto have hereunto set their hands and seals and where a party is a corporate entity the corporate seal of such party has been affixed hereto in the presence of its duly authorized office this day of _____, 20__.

THE CORPORATE SEAL OF 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 & CEO

CORPORATE SECRETARY

SCHEDULE "A"
TRANSIT SERVICE AREA

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