

CITY OF PRINCE GEORGE

BYLAW NO. 7829

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. 7829, 2006".


READ A FIRST TIME THIS THE 24TH DAY OF APRIL , 2006.

READ A SECOND TIME THIS THE 24TH DAY OF APRIL , 2006.

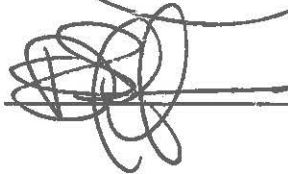
READ A THIRD TIME THIS THE 24TH DAY OF APRIL , 2006.

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

ADOPTED THIS THE 10TH DAY OF MAY , 2006, BY A UNANIMOUS
DECISION OF ALL MEMBERS OF CITY COUNCIL PRESENT AND
ELIGIBLE TO VOTE.



MAYOR



CLERK

PRINCE GEORGE

(Custom Transit)

ANNUAL OPERATING AGREEMENT

Among

THE CITY OF PRINCE GEORGE

BRITISH COLUMBIA TRANSIT

And

CAREFREE SOCIETY

(as agreed to in the MOA)

APRIL 1, 2006 TO MARCH 31, 2007



TABLE OF CONTENTS
ANNUAL OPERATING AGREEMENT

Page

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

SCHEDULES

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

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:
- "Annual Operating Agreement"** shall mean this Annual Operating Agreement and any Annual Operating Agreement Amendment negotiated and entered into by the parties subsequent hereto;
 - "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, 2006 to March 31, 2007 except as otherwise provided herein. 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.
- 5.4 Alternative Funding Arrangements: For the period beginning on April 1, 2006 and ending on March 31, 2007, as authorized under section 18 of the British Columbia Transit Regulation, B.C. Reg. 30/91, the municipality shall contribute 47.40% and the authority shall contribute 52.60% of the amounts required to defray the classes of expenses prescribed in Section 8 (1) (a) (i), (iii) and (iv) of that regulation.

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 Senior VP, Municipal Systems Program
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 2006/2007

Schedule 'B'
Effective Apr 01, 2006

Scheduled Revenue Service

2007 Starting in month of Mar (Apr 01, 2006 to Sep 30, 2006)							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Hrs/Day	34.00	35.00	36.00	42.00	38.00	12.00	
Kms/Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00

2007 Last Winter (Oct 01, 2006 to Mar 31, 2007)							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Hrs/Day	44.00	44.00	44.00	48.00	44.00	12.00	
Kms/Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Extra Revenue Service

Apr. 2006	May, 2006	Jun. 2006	Jul. 2006	Aug. 2006	Sep. 2006	Oct. 2006	Nov. 2006	Dec. 2006	Jan. 2007	Feb. 2007	Mar. 2007

Adjusted Revenue Service

Apr. 2006	May, 2006	Jun. 2006	Jul. 2006	Aug. 2006	Sep. 2006	Oct. 2006	Nov. 2006	Dec. 2006	Jan. 2007	Feb. 2007	Mar. 2007

2006/2007 Calendar Specification

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2006 to Apr 30, 2006	3	4	4	4	4	4	4	1	24	Apr 14, 2006 Good Friday 2006 (Fri)
May 01, 2006 to May 31, 2006	4	5	5	4	4	4	4	1	31	Apr 17, 2006 Easter Monday 2006 (Mon)
Jun 01, 2006 to Jun 30, 2006	4	4	4	4	4	4	4	0	30	May 22, 2006 Victoria Day 2006 (Mon)
Jul 01, 2006 to Jul 31, 2006	5	4	4	4	4	4	4	1	31	Jul 01, 2006 Canada Day 2006 (Sat)
Aug 01, 2006 to Aug 31, 2006	3	4	4	4	4	4	4	1	31	Aug 07, 2006 BC Day 2006 (Mon)
Sep 01, 2006 to Sep 30, 2006	4	4	4	4	4	4	4	1	30	Sep 04, 2006 Labour Day 2006 (Mon)
Oct 01, 2006 to Oct 31, 2006	4	4	4	4	4	4	4	1	31	Oct 09, 2006 Thanksgiving Day 2006 (Mon)
Nov 01, 2006 to Nov 30, 2006	4	4	4	4	4	4	4	1	30	Nov 11, 2006 Remembrance Day 2006 (Sat)
Dec 01, 2006 to Dec 31, 2006	3	3	4	4	4	4	4	2	31	Dec 25, 2006 Christmas Day 2006 (Mon)
Jan 01, 2007 to Jan 31, 2007	4	4	4	4	4	4	4	1	31	Dec 26, 2006 Boxing Day 2006 (Tue)
Feb 01, 2007 to Feb 28, 2007	4	4	4	4	4	4	4	0	28	Jan 01, 2007 New Year's Day 2007 (Mon)
Mar 01, 2007 to Mar 31, 2007	4	4	4	4	4	4	4	0	31	
TOTAL	44	51	52	52	51	51	50	11	365	11 exceptions

Monthly Summary

Month	Revenue Hours				Custom Transit			
	Scheduled	Extra	Adjusted	Total	Scheduled	Extra	Adjusted	Total
April, 2006	782.00			782.00	0.00			0.00
May, 2006	864.00			864.00	0.00			0.00
June, 2006	870.00			870.00	0.00			0.00
July, 2006	858.00			858.00	0.00			0.00
August, 2006	870.00			870.00	0.00			0.00
September, 2006	804.00			804.00	0.00			0.00
October, 2006	868.00			868.00	0.00			0.00
November, 2006	1,024.00			1,024.00	0.00			0.00
December, 2006	812.00			812.00	0.00			0.00
January, 2007	1,092.00			1,092.00	0.00			0.00
February, 2007	844.00			844.00	0.00			0.00
March, 2007	1,048.00			1,048.00	0.00			0.00
TOTAL	10,915.00	0.00	0.00	10,915.00	0.00	0.00	0.00	0.00

Prince George Community Bus Base Budget Official AOA 2006/2007

Schedule 'B'

Effective Apr 01, 2006

Scheduled Revenue Service

2007 Spring/Summer/Sept 01, 2006 to Sep 30, 2006	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Per Day	14.00	14.00	14.00	14.00	14.00	13.00	
Per Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00

2007 Fall Winter (Oct 01, 2006 to Mar 31, 2007)

Mon	Tue	Wed	Thu	Fri	Sat	Sun
Per Day	14.00	14.00	14.00	14.00	14.00	13.00
Per Day	0.00	0.00	0.00	0.00	0.00	0.00

Extra Revenue Service

Apr. 2006	May 2006	Jun 2006	Jul 2006	Aug 2006	Sep 2006	Oct 2006	Nov 2006	Dec 2006	Jan 2007	Feb 2007	Mar 2007

Adjusted Revenue Service

Apr 2006	May 2006	Jun 2006	Jul 2006	Aug 2006	Sep 2006	Oct 2006	Nov 2006	Dec 2006	Jan 2007	Feb 2007	Mar 2007

2006/2007 Calendar Specification

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Escapes	Total	Escapes	Days
Apr 01, 2006 to Apr 30, 2006	3	4	4	4	3	5	5	0	30	0	Apr 14, 2006 Good Friday 2006 (Fri)
May 01, 2006 to May 31, 2006	4	5	5	5	4	4	4	0	31	0	Apr 17, 2006 Easter Monday 2006 (Mon)
Jun 01, 2006 to Jun 30, 2006	4	4	4	4	5	4	4	0	30	0	May 22, 2006 Victoria Day 2006 (Mon)
Jul 01, 2006 to Jul 31, 2006	5	4	4	4	4	4	5	1	31	1	Jul 01, 2006 Canada Day 2006 (Sat)
Aug 01, 2006 to Aug 31, 2006	3	5	5	5	4	4	4	1	31	1	Aug 07, 2006 BC Day 2006 (Mon)
Sep 01, 2006 to Sep 30, 2006	3	4	4	4	5	5	4	1	30	1	Sep 04, 2006 Labour Day 2006 (Mon)
Oct 01, 2006 to Oct 31, 2006	4	5	4	4	4	4	5	1	31	1	Oct 06, 2006 Thanksgiving Day 2006 (Mon)
Nov 01, 2006 to Nov 30, 2006	4	4	5	5	4	5	4	1	30	1	Nov 11, 2006 Remembrance Day 2006 (Sat)
Dec 01, 2006 to Dec 31, 2006	3	5	4	4	4	5	5	2	31	2	Dec 25, 2006 Christmas Day 2006 (Mon)
Jan 01, 2007 to Jan 31, 2007	4	5	5	4	4	4	4	0	31	0	Dec 28, 2006 Boxing Day 2006 (Tue)
Feb 01, 2007 to Feb 28, 2007	4	4	4	4	4	4	4	0	28	0	Jan 01, 2007 New Year's Day 2007 (Mon)
Mar 01, 2007 to Mar 31, 2007	4	4	4	5	4	5	4	0	31	0	
Total	30	31	30	30	31	31	30	11	365	11	Escapes

Monthly Summary

Month	Revenue Hours				Revenue Factors			
	Scheduled	Extra	Adjusted	Total	Scheduled	Extra	Adjusted	Total
April, 2006	318.00			318.00	0.00			0.00
May, 2006	302.00			302.00	0.00			0.00
June, 2006	348.00			348.00	0.00			0.00
July, 2006	348.00			348.00	0.00			0.00
August, 2006	302.00			302.00	0.00			0.00
September, 2006	347.00			347.00	0.00			0.00
October, 2006	348.00			348.00	0.00			0.00
November, 2006	348.00			348.00	0.00			0.00
December, 2006	333.00			333.00	0.00			0.00
January, 2007	302.00			302.00	0.00			0.00
February, 2007	304.00			304.00	0.00			0.00
March, 2007	378.00			378.00	0.00			0.00
Total	4,202.00	0.00	0.00	4,202.00	0.00	0.00	0.00	0.00

SCHEDULE "C" - Budget

Schedule C

Prince George Custom

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

Official AOA
2006/2007

TRANSIT REVENUE	
Farebox Cash	\$78,397
Tickets & Passes	\$792
TOTAL REVENUE	\$79,189
EXPENDITURES	
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	\$4,635
Captive Insurance	\$4,000
Information Systems	\$5,850
TOTAL DIRECT OPERATING COSTS	\$675,066
Marketing	\$3,100
Municipal Administration	\$13,501
BCT Management Services	\$39,198
TOTAL OPERATING COSTS	\$730,865
Debt Service - Vehicles (Local Share)	\$26,022
Debt Service - Equipment (Local Share)	\$4,173
TOTAL DEBT SERVICE - LOCAL SHARE	\$30,195
TOTAL COSTS	\$761,060
COST SHARING	
Municipal Share of Costs	\$273,646
Less: Total Revenue	\$79,189
Less: Municipal Administration	\$13,501
Net Municipal Share of Costs	\$180,956
Authority Share of Costs	\$487,414
STATISTICS	
Scheduled Revenue Hours	10,916.00
Total Passengers	59,100
Custom/Para Passengers - Vans	37,200
Custom/Para Passengers - Taxi Supplement	1,900
Taxi Saver Passengers	20,000

Schedule C
Prince George Community Bus

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

Official AOA
2006/2007

TRANSIT REVENUE	
Farebox Cash	\$25,953
TOTAL REVENUE	\$25,953
EXPENDITURES	
Fixed Costs	
Variable Hourly Costs - Scheduled Service	
Variable Distance Costs - Scheduled Service	
Maintenance - Running Repairs	
Maintenance - Major Repairs	
ICBC Insurance	\$925
TOTAL DIRECT OPERATING COSTS	\$184,040
Municipal Administration	\$3,681
BCT Management Services	\$8,802
TOTAL OPERATING COSTS	\$196,523
Debt Service - Vehicles (Local Share)	\$8,461
TOTAL DEBT SERVICE - LOCAL SHARE	\$8,461
TOTAL COSTS	\$204,984
COST SHARING	
Municipal Share of Costs	\$204,984
Less: Total Revenue	\$25,953
Less: Municipal Administration	\$3,681
Net Municipal Share of Costs	\$175,350
Authority Share of Costs	\$0
STATISTICS	
Scheduled Revenue Hours	4,202.50
Total Passengers	30,000
<i>Conventional Passengers</i>	<i>30,000</i>

Schedule "D" - Payment Schedule

**Prince George Custom Transit and Community Bus
2006/2007 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":**

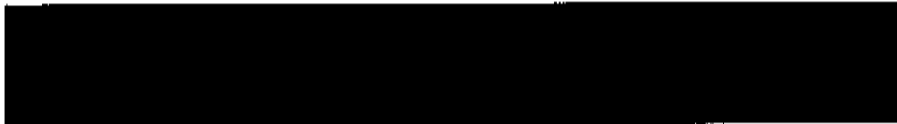
- i) for Fixed Monthly Payment Prince George Custom; plus
- ii) for Fixed Monthly Payment Prince George Community Bus; plus
- iii) per Revenue Hour for service Prince George Custom; plus
- iv) per Revenue Hour for Prince George Community Bus; plus
- v) Variable distance costs for fuel and tires as billed, 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.