

COMMUNITY TRANSIT PARTNERSHIP AGREEMENT

Among

REGIONAL DISTRICT OF BULKLEY NECHAKO

And

THE CITY OF PRINCE GEORGE

Effective: January 1, 2022

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

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COMMUNITY TRANSIT PARTNERSHIP AGREEMENT

BETWEEN: REGIONAL DISTRICT OF BULKLEY NECHAKO
(the “Municipality”)

AND: CITY OF PRINCE GEORGE
(the “Partner”)

WHEREAS the Municipality, in partnership with BC Transit, will share in the costs of providing a public passenger transportation system pursuant to the British Columbia Transit Act, all through an Annual Operating Agreement, as defined hereunder.

WHEREAS the Partner is desirous of supporting enhanced public transportation options along the Highway 16 corridor by way of a Community Transit Partnership Agreement.

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 The following definitions shall apply to this Community Transit Partnership Agreement:

- a) **“ANNUAL OPERATING AGREEMENT”** shall mean the Annual Operating Agreement among the Municipality and BC Transit, as amended or renewed from time to time.
- b) **“CONVENTIONAL TRANSIT SERVICES”** shall mean services and facilities operated by or for a public passenger transportation system to transport persons on specified routes at scheduled times using public streets or thoroughfares, but does not include custom transit services.
- c) **“CUSTOM TRANSIT SERVICES”** shall mean services and facilities operated or provided by a public passenger transportation system to transport any person designated under Section 11 of the BC Transit Act and Regulations by prearrangement between the operating company of the service and such person without limitation by route or scheduled time.
- d) **“PARATRANSIT”** shall mean a class of transit service offering more flexible service than conventional fixed route transit. Paratransit service provides service to able bodied transit passengers as well as passengers with mobility difficulties.
- e) **“PUBLIC PASSENGER TRANSPORTATION SYSTEM”** shall mean a public system for the transportation of passengers and goods by any means operated under an Annual Operating Agreement, including Conventional, Custom and Paratransit Transit Services.
- f) **“SERVICE SPECIFICATION”** shall mean a detailed description of the Public Passenger Transportation system covered by Schedule “B” of this Agreement.

SECTION 2 – MUNICIPAL RESPONSIBILITIES

2.1 Responsibility of the Municipality: In accordance with the terms of this Community Transit Partnership Agreement, the Municipality shall ensure the delivery of the Service Specifications of the Public Passenger Transportation System, as more fully described in Adjusted Revenue Hours and Adjusted Revenue Kilometres of Schedule “B” hereto.

SECTION 3 – PARTNER RESPONSIBILITIES

- 3.1 Reimburse Municipality: In accordance with the terms of this Community Transit Partnership Agreement, the Partner shall reimburse the Municipality as more fully described in Schedule “A” for providing the Service Specifications – Schedule “B” hereto.

SECTION 4 – TERMINATION

- 4.1 Termination by the Municipality: In the event that the Municipality decides to terminate this Agreement for any reason whatsoever, the Municipality shall provide the Partner with at least one year’s prior written notice of its decision to terminate this Agreement.
- 4.2 Termination by the Partner: In the event that the Partner decides to terminate this Agreement for any reason whatsoever, the Partner shall provide the Municipality with at least one year’s prior written notice of its decision to terminate this Agreement.

SECTION 5 – SETTLEMENT OF DISPUTES

- 5.1 Arbitration: In the event of any dispute arising between the parties as to their respective rights and obligations under this Community Transit Partnership 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 both parties, any party shall be entitled to give to the others 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 6 - TERM

- 6.1 Term: Subject to the annual amendment of the Schedules as set out in section 7, below, the term of this Agreement shall be for five years, commencing on January 1, 2022 and expiring on December 31, 2026, unless either party terminates this Agreement in accordance with section 4 before the expiry of the term.

SECTION 7 - SCHEDULES

- 7.1 Schedules: The schedules attached hereto shall form part of this Agreement and be binding on the parties hereto as though they were incorporated into the body of the Agreement; provided, however, that both parties acknowledge that the Schedules shall be amended on an annual basis for the upcoming twelve-month period.

SECTION 8 - AMENDMENT

- 8.1 Amendment: This Community Transit Partnership Agreement and the Schedules attached thereto may be amended only with the prior written consent of both parties and, as a minimum, on an annual basis, effective April 1.

SECTION 9 – ASSIGNMENT

- 9.1 Assignment: This Community Transit Partnership Agreement shall not be assignable without the prior consent of both parties.

SECTION 10 - ENUREMENT

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

SECTION 11 – 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 responsible officer of the party hereto to whom it is addressed or if mailed by prepaid registered mail, to:

REGIONAL DISTRICT OF BULKLEY-NECHAKO
P.O. Box 820
37 3rd Avenue
Burns Lake, British Columbia
V0J 1E0

and to: CITY OF PRINCE GEORGE
1100 Patricia Boulevard
Prince George, British Columbia
V2L 3V9

and, if so mailed during regular mail service, shall be deemed to have been received five (5) days following the date of such mailing. A copy of any notice required or permitted under this section shall also be delivered to:

BC Transit
c/o Vice-President and Chief Operating Officer
520 Gorge Road East
PO Box 610
Victoria, BC V8W 2P3

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 , 20 .

THE CORPORATE SEAL OF THE **REGIONAL DISTRICT OF BULKLEY-NECHAKO** has been hereto affixed in the presence of:

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

**COMMUNITY TRANSIT PARTNERSHIP AGREEMENT
SCHEDULE "A"**

Partner Fee for Service - Reimbursement to Municipality

The Partner agrees to pay the Municipality an annual payment of \$50,000 for the services described in Schedule "B" of this agreement.

This payment will be due annually on June 30th.

This annual payment shall be amended as per Section 8.1 of this agreement to reflect changes in the costs of operating the transit system.

**COMMUNITY TRANSIT PARTNERSHIP AGREEMENT
SCHEDULE "B"**

Service Specification

Bulkley-Nechako Transit Service

Burns Lake to Prince George

Service Description: One round trip between Burns Lake and Prince George, three days per week (Tuesday, Thursday and Saturday) plus connector to Wet'suwet'en Village

Burns Lake to Smithers

Service Description: One round trip, three days per week (Monday, Wednesday and Friday), two round trips between Houston and Smithers, plus connector to Wet'suwet'en Village