

COMMUNITY TRANSIT PARTNERSHIP AGREEMENT

Between

City of Williams Lake

And

Cariboo Regional District

INFORMATION CONTAINED IN THIS AGREEMENT IS SUBJECT TO THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. CONSULT WITH THE REGIONAL DISTRICT AND THE CITY OF WILLIAMS LAKE 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: The City of Williams Lake
(the "Municipality")

AND: The Cariboo Regional District
(the "Partner")

WHEREAS the Municipality, in partnership with BC Transit, is 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, all through an Annual Operating Agreement, as defined hereunder.

WHEREAS the Partner has established the Central Cariboo HandyDart Contribution Service Bylaw 4625 (2010) to support Custom Transit Services for specified areas within the Regional District. It has been determined that the most effective and economical method to accomplish this goal, is by extending the existing transit services operated by the Municipality.

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, BC Transit and the Lakers Go Bus Society, as amended or renewed from time to time;
- b) **"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;
- c) **"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; and
- d) **"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 Delivery of Service: 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 within the Annual Operating Agreement and related to Schedule "B" hereto.

2.2 Changes to Service Delivery: The municipality agrees to involve the Partner in any discussions related to the amendment or renewal of the Annual Operating Agreement as described in Section 1.1, which may affect the terms of this Agreement.

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 more fully described in Schedule "A" hereto for providing the Service Specifications – Schedule "B".

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. If notice of less than one year is given, the Partner shall pay a penalty equivalent to three monthly payments.

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 from January 1, 2011 to December 31, 2013. The parties may agree to extend this Agreement indefinitely subject to available funding and except as otherwise may be provided herein.

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 may 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 – INDEMNITY

- 10.1 Indemnity: The Municipality will indemnify and save harmless the Partner and all of its employees, servants, representatives and agents, from and against all

claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) which the Partner or its employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Municipality of any obligation of this agreement, or any wrongful or negligent act of the Municipality or any employee or agent of the Municipality.

- 10.2 The Partner will indemnify and save harmless the Municipality and all of its employees, servants, representatives and agents, from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) which the Municipality or its employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Partner of any obligation of this agreement, or any wrongful or negligent act of the Partner or any employee or agent of the Partner.

SECTION 11 - ENUREMENT

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

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

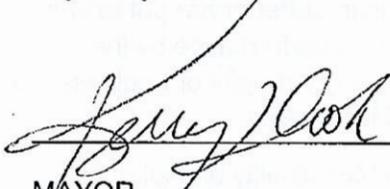
City of Williams Lake
450 Mart St.
Williams Lake, BC V2G 1N3
c/o Chief Administrative Officer

and to: Cariboo Regional District
Suite D 180 North 3rd Ave
Williams Lake, BC V2G 2A4
c/o Manager of Community Services

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:

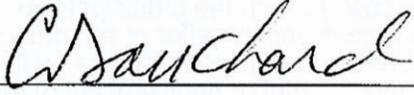
BC Transit
c/o Senior Vice President,
Municipal Systems Program
520 Gorge Road East
PO Box 610
Victoria, BC V8W 2P3

IN WITNESS WHEREOF the parties have duly executed this agreement as of the day and year written below.



MAYOR
CITY OF WILLIAMS LAKE

April 13/11
DATE



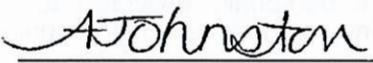
CORPORATE OFFICER
CITY OF WILLIAMS LAKE

April 8/11
DATE



CHAIR
CARIBOO REGIONAL DISTRICT

May 6, 2011
DATE



CORPORATE OFFICER
CARIBOO REGIONAL DISTRICT

April 27, 2011
DATE

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

Partner Fee for Service - Reimbursement to Municipality

The Municipality shall invoice the Partner for the annual net municipal cost of the services prior to January 31 of the following year.

Services under this agreement will begin January 1, 2011.

The estimated annual net municipal cost for the services listed herein is up to \$10,000. This fee may be adjusted on an annual basis pursuant to demonstrated actual costs.

It is recognized and understood that this fee is the net municipal cost for the services and that BC Transit also provides funding for the services to the Municipality through the Annual Operating Agreement.

The payment is comprehensive and includes appropriate funding for all operational costs for the service including necessary maintenance and marketing. No additional funding is available or required for provision of the services.

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

Service Specification

CUSTOM TRANSIT SERVICES - HANDYDART

The Municipality will provide HandyDart services to specified areas of the Regional District surrounding the City of Williams Lake. The service level will be of an equivalent form and nature to that provided within the Municipality including criteria for passenger use, scheduling and availability. The exception to the foregoing is that the passenger fare for trips within the Regional District shall be \$4.50 per one way travel.

The service areas of the Regional District include the communities and neighborhoods of 150 Mile House, Wildwood, Mountview, Esler and South Lakeside. The specified area is described more fully as the attached map, which forms part of this agreement and is the Schedule A for the Central Cariboo HandyDart Contribution Service Bylaw 4625 (2010).

Map attached: Central Cariboo HandyDart Contribution Service Area