

SOUTH CARIBOO TRANSIT SERVICE

THIS AGREEMENT made the 9th day of April, 2008.

BETWEEN:

CARIBOO REGIONAL DISTRICT
Ste. D, 180 North Third Avenue
Williams Lake, BC
V2G 2A4

(hereinafter called the "Region")

AND:

DISTRICT OF 100 MILE HOUSE
P.O. Box 340
100 Mile House, BC
V0K 2E0

(hereinafter called the "Municipality")

WHEREAS the Region and the Municipality wish to cooperate in the provision of Transit Services to the District of 100 Mile House and to a specified portion of Electoral Area "G";

AND WHEREAS transit services (hereinafter called the "Service") are provided to the District of 100 Mile House and to a specified portion of Electoral Area "G" by way of an Annual Operating Agreement between the District of 100 Mile House, BC Transit and the Service Contract Operator;

AND WHEREAS the Cariboo Regional District wishes to contract with the District of 100 Mile House to cover the costs of providing the Service within the defined portion of Electoral Area "G" and has been authorized, by Bylaw No. 3282, to collect taxation for this purpose;

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:

Term

1. The term of this Agreement shall run from April 1st, 2008 to March 31st, 2011 unless earlier terminated as herein provided.

Municipality Responsibilities

2. The Municipality shall include, as a full and equal participant, the Region on all matters affecting the Service and, more specifically, shall consider the Region to be part of the "Municipality" referred to in the Service Contract and shall ensure that all rights of the "Municipality" contained therein are conferred on the Region.
3. Notwithstanding Section 2 and without limiting the generality thereof:
 - a) the Municipality shall, prior to deliberating on any request, recommendation or any issue regarding the Service, consult with the Region for input on the issue.
 - b) the Municipality shall not make, nor permit to be made, any alterations to the scheduling of hours or fee structures without prior dialogue with the Region. More specifically, the Municipality shall not, without the consent of the Region:
 - i) alter any fares or the fare structure, either inside or outside of the municipal boundaries; or
 - ii) amend the Service schedule in such a way that it would alter service to Electoral Area "G" or either increase or decrease the proportionate hours of Service provided to Electoral Area "G".
 - c) any other clause of right or indemnification bestowed on the Municipality by the Service Contract shall be extended to include the Region.
4.
 - a) The Municipality shall be responsible for the collecting, counting, depositing and reporting of system revenues. Such revenues shall be credited to an account specifically established for the Transit Service account, which shall also be the depository for any other revenues in connection with the Service. Advertising revenue generated in accordance with the transit advertising agreement between the Authority and the advertising contract company and bus pass revenue from the Ministry of Finance and Corporate Relations shall be credited to the Transit Service account of the Municipality by the Authority.
 - b) The Municipality shall provide the Region with monthly statements of all revenues received in connection with the Transit Service from any source whatsoever.
 - c) Monthly revenue statements shall be accompanied by monthly ridership reports detailing ridership usage of the service broken down between the Municipality and Electoral Area "G".

5. The Municipality shall invoice the Region, on a monthly basis, for its portion of the costs associated with the provision of the Service. The amount payable by the Region for the Service shall be calculated as follows:
 - a) fifty percent (50%) of the net municipal share of costs (calculated as Municipal Share of Costs; Less Total Revenue; Less Municipal Administration) to be calculated monthly by BC Transit.

Monthly invoices shall contain details as to the calculation of the revenue and expenditure pro-rata distribution.

6. The Municipality shall provide to the Region, prior to October 15th in any year, a provisional budget for the next fiscal year (not to exceed the maximum limit established by the Cariboo Regional District Board) showing revenues and expenditures necessary to carry out the Service and the proportionate cost sharing between the parties.

Region Responsibilities

7. The Region shall be entitled to participate in all meetings regarding the Service.
8. The Region shall, in a timely manner, pay its proportionate share of the costs as outlined in Section 5 upon receipt of monthly invoices from the Municipality.
9. The Region shall, in a timely manner, provide input into items regarding the Service referred to it by the Municipality.

Assignment

10. This Agreement shall not be assigned by either party hereto without the prior written consent of the other party.

Cancellation

11. Either party retains the right to terminate this Agreement upon breach of any term or covenant hereof.
 - a) Should the Municipality fail to meet its commitments under the terms of this Agreement, the Region may give notice to the Municipality of its failure to perform and should the Municipality continue to fail to meet its commitments within thirty (30) days of such notice from the Region, then in that event the Region may terminate this Agreement without further notice.

- b) Should the Region fail to meet its commitments under the terms of this Agreement, the Municipality may give notice to the Region of its failure to perform, and should the Region continue to fail to meet its commitments within thirty (30) days of such notice from the Municipality, then in that event the Municipality may terminate this Agreement without further notice.
12. In the event of any such cancellation, then the Region shall immediately, upon receipt of a detailed financial statement, forward to the Municipality the pro-rated portion of monies then owing to it.

Termination

13. Either party may terminate this Agreement at any time by providing the other party with ninety (90) days written notice of its intent to so terminate.

Succession

14. This Agreement may remain in effect after its expiration date to facilitate ongoing negotiations for successful renewal of the Agreement.

Further Assurances

15. The parties hereto shall execute such further and other documents and do such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.

Notice

16. All notices 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 to the addresses first set out above, shall be deemed to have been received five (5) days following the date of such mailing.

Entire Agreement

17. This Agreement constitutes the entire Agreement between the parties hereto and there are no representations or warranties, express or implied, statutory or otherwise, and no agreement collateral hereto other than as expressly set forth or referred to herein.

Enurement

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

Captions


- 19. The captions or headings appearing in this Agreement are inserted for the convenience of reference only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year first above written.

The Corporate Seal of the
 CARIBOO REGIONAL DISTRICT
 was hereunto affixed in the
 presence of:

C/S

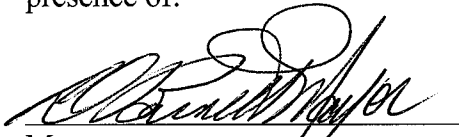



 Chairman


 Corporate Secretary

The Corporate Seal of the
 DISTRICT OF 100 MILE HOUSE
 was hereunto affixed in the
 presence of:

C/S



 Mayor


 Clerk