

NORTH CARIBOO TRANSIT CONTRIBUTION AGREEMENT

BETWEEN:

CARIBOO REGIONAL DISTRICT

Suite D, 180 North 3rd Avenue
Williams Lake, BC V2G 2A4

(hereinafter called the "Region")

AND:

CITY OF QUESNEL

410 Kinchant Street
Quesnel, BC V2J 7J5

(hereinafter called the "City")

WITNESSES THAT WHEREAS:

- A. The Region has established the North Cariboo Transit function through Bylaw 4293 in portions of Electoral Area A (Red Bluff) to support the delivery of fixed route transit service for rural residents;
- B. The City in partnership with BC Transit is providing fixed route public transit services which benefit residents and businesses within the Red Bluff area of the north Cariboo.
- C. The Cariboo Regional District Board of Directors has deemed it appropriate and consistent with the purpose of the North Cariboo Transit function to financially contribute to the City as support for delivering fixed-route transit services in the Red Bluff area.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants hereinafter contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

Intent:

This agreement and the funding commitment herein are specifically for supporting the City's efforts towards providing fixed-route transit services in the Red Bluff area and no other activities of the City.

Independent Contractors:

The parties acknowledge that the City or any contractor hired by the City to perform services related to this agreement will have the status of an independent contractor and that nothing in this agreement will contemplate or constitute the City or any contractor as an agent, partner or employee of the Region for any purpose.

Activities under the agreement shall be carried out at all times in conformity with the WorkSafe BC Health and Safety Regulations. Confirmation of coverage and status of account, if applicable, must be submitted to the Region upon request.

Term:

The term of this agreement is three (3) years from January 1, 2026 to December 31, 2028. Upon expiry of the term, the parties may consider amendments to and renewal of the agreement. This agreement will remain in effect after its expiration date to facilitate ongoing negotiations for successful renewal unless specifically terminated by either party.

Conditions:

The following commitments are required by the parties:

The City will:

- a) Work with BC Transit to ensure the effective and efficient delivery of fixed-route transit services in the Red Bluff area to a standard appropriate to similar public transit systems for the benefit of residents within the service area of Bylaw 4293;
- b) expend funds provided under this agreement only on eligible costs as demonstrated in the City's budget for fixed-route transit services in the Red Bluff area;
- c) carry public liability insurance and operations liability insurance at its sole cost to cover claims for personal injury, death or property damage in the amount of at least two million (\$2,000,000) dollars and to name the Region as additional insured on appropriate policies;
- d) appropriately acknowledge the Region as a contributing funding source for fixed-route transit services in the Red Bluff area and provide copies of said materials upon request;
- e) submit a ridership and activities report at a minimum of once per year, highlighting services delivered to as well as a financial statement of revenues and expenditures outlining how the funding was utilized, or other information or reports as requested;

- f) keep accounting records and provide copies of expense reports and invoices to the Region upon request; and
- g) submit an invoice requesting payment of the contribution in August each year.

The Region will:

- a) contribute \$14,000 to the City in or about August each year of the term following receipt of an invoice from the City and the operational activities and financial reports from the preceding year.

Entire Agreement:

This agreement and any and all addenda, schedules or exhibits attached hereto represents the entire agreement of the parties regarding the subject matter hereof. There are no other oral or written collateral representations, agreements or understandings regarding the subject matter hereof.

Notices:

Each Notice to a party must be given in writing. A Notice may be given by delivery to an individual or by email and will be validly given if delivered in-person or via email on a Business Day to an individual at the following address.

if to the Region:

Cariboo Regional District

180D N. 3rd Avenue
Williams Lake, BC V2G 2A4
c/o Manager of Community Services
Phone : 250-392-3351
Email: dcampbell@cariboord.ca

if to the City:

City of Quesnel

410 Kinchant Street, Quesnel BC V2J 7J5
c/o Director of Community Services
Phone: 250-992-2111
Email: jnorburn@quesnel.ca

Assignment:

None of the parties may assign any of its rights or delegate any of its duties under this agreement without the prior written consent of the other party.

Termination:

Termination by the Region

The Region may terminate this agreement at any time and for any reason by giving 30 days written notice of termination to the City. Subject to Termination for Cause, the Region will pay to the City all amounts owing under this agreement up to and including the date of termination, determined as a prorated amount of the annual contribution as required. Upon payment of such amounts, no other payment will be owed by the Region to the City and no amount will be owing on account of any future expenditures or lost revenues relating to the management and operation of fixed-route transit services in the Red Bluff area.

Termination by the City

The City may terminate this agreement at any time and for any reason by giving 30 days written notice of termination to the Region.

Rights of the Region Upon Termination for Cause

If the Region terminates this agreement for cause, such as failure of the City to meet the required commitments contained herein, then the termination is deemed effective upon receipt of notice by the City and the Region may withhold payment of any amount owing to the City under this agreement.

Indemnity:

The City will indemnify and save harmless the Region 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 Region or their employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with any activities of the City as well as any failure, breach or non-performance by the City of any obligation of this agreement, or any wrongful or negligent act of the City or any employee or agent of the City.

Survival of Indemnity

The indemnity described above will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Region.

