

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 1904, 1999

A bylaw to authorize the Regional District of Okanagan-Similkameen to enter into an "Annual Operating Agreement" with British Columbia Transit and Penticton Transit Services Ltd. to provide a public passenger transportation system for Electoral Area 'E' (Naramata)

WHEREAS the Regional District of Okanagan-Similkameen wishes to enter into an Annual Operating Agreement with British Columbia Transit and Penticton Transit Services Ltd. to provide a public passenger transportation system.

AND WHEREAS the terms of the Annual Operating Agreement, attached as Schedule "A" is from April 1, 1999 to March 31, 2000.

NOW THEREFORE, the Board of the Regional District of Okanagan –Similkameen in open meeting assembled enacts as follows:

SECTION 1 CITATION

- 1.1 This Bylaw shall be cited as the Naramata Transit Service Operating Agreement Bylaw No. 1904, 1999.

SECTION 2 AUTHORIZATION

- 2.1 The Regional District of Okanagan-Similkameen is authorized to enter into an Annual Operating Agreement described as Schedule "A" and attached to and forming part of this bylaw.
- 2.2 The Chairman and Secretary or Deputy Secretary of the Regional District of Okanagan-Similkameen are authorized to sign and seal the Annual Operating Agreement.

READ A FIRST , SECOND, AND THIRD TIME this 18th day of March, 1999.

ADOPTED this 18th day of March, 1999.


CHAIRMAN


Legislative Services Manager

REVIEWED BY: D. Duckworth, Public Works Manager
D. Gold, Utilities Supervisor

/sje
March 18, 1999

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OKANAGAN-SIMILKAMEEN

ANNUAL OPERATING AGREEMENT

between

THE REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

and

BRITISH COLUMBIA TRANSIT

and

PENTICTON TRANSIT SERVICE LTD.

April 1, 1999 to March 31, 2000

INFORMATION CONTAINED IN SCHEDULE "C" - BUDGET AND SCHEDULE "D" - PAYMENT SCHEDULE IS SUBJECT TO THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT.

CONSULT WITH BC TRANSIT PRIOR TO RELEASING INFORMATION IN THESE SCHEDULES TO INDIVIDUALS OR COMPANIES OTHER THAN THOSE WHO ARE PARTY TO THE AGREEMENT.

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OKANAGAN-SIMILKAMEEN
ANNUAL OPERATING AGREEMENT

BETWEEN: THE REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
(hereinafter referred to as the "Municipality")
OF THE FIRST PART

AND: BRITISH COLUMBIA TRANSIT
(hereinafter referred to as "the Authority")
OF THE SECOND PART

AND: PENTICTON TRANSIT SERVICE LTD.
(hereinafter referred to as the "Operating Company")
OF THE THIRD PART

WHEREAS the Municipality is authorized to enter into Annual Operating Agreements for the provision of a Public Passenger Transportation System within the Transit Service Area as described in Schedule "A" hereto and to this end has entered into a Transit Service Agreement with the Authority.

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 and the Transit Service Agreement.

WHEREAS the Operating Company is authorized to operate, manage and maintain a Public Passenger Transportation System within the Transit Service Area.

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) The following definitions apply to all Annual Operating Agreements approved subsequent to the BC Transit Act and Regulations:
 - a) "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 Custom and Paratransit Transit Services.
 - b) "Custom Transit Services" shall mean service 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 operator of the service and such person without limitation by route or scheduled time.
 - c) "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.
 - 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) "Taxi Saver" means a custom transit program that provides a direct subsidy in the form of Taxi Saver Coupons to registered users.
 - f) "Service Specification" shall mean a detailed description of the Public Passenger Transportation system covered by Schedule "B" of this Agreement.
 - g) "Contracted Services" shall mean the transit services provided by the Operating company as contracted pursuant to this Agreement.
 - h) "Vehicles" shall include all motor vehicles owned both by the Authority and by the Operating Company and used on the Contracted Services and approved by the Authority.
 - i) "Revenue Hours", "Revenue Kilometres" shall mean those units of service that are actually offered to the public as reflected in the public timetable and set out in the Service Specification, including lay up time between trips.
 - j) "Non-Revenue Hours" shall mean the time both preceding and following the operation of the specified conventional transit service that is required to operate vehicles between the operating centre and the start/finish routes.

- k) "Non-Revenue Kilometres" shall mean the distance between the operating centre and the start/finish points of the conventional transit routes via the most practical route and vehicle road testing.
- l) "Direct Operating Costs" shall mean the sum of the Fixed Costs and Variable Costs of service, maintenance and other costs of service, where:
 - i) "Fixed Costs" shall mean items of cost that may be reasonably and conveniently identified with the overall service but which cannot be directly assigned to a unit of service such as hours or kilometres of service. Items of cost will exclude the cost of items which are normally capitalized but may include appropriate charges for depreciation of capital assets.
 - ii) "Variable Costs" shall mean items of cost which may be reasonably and conveniently identified and allocated to a specific unit of service such as hours or kilometres of service.
 - iii) "Maintenance Costs" shall mean parts and materials, sublet and labour costs of a qualified licensed mechanic for the maintenance of the transit vehicles, but shall not include costs associated with interior and exterior transit advertising signs and non-mechanical servicing of vehicles such as fueling, clearing fareboxes, cleaning and painting wheel rims, bus washing, etc. and work performed by a serviceman.
 - iv) "Other Costs" shall mean vehicle insurance costs incurred by the Authority as part of its provincial fleet insurance program and contingency costs including but not limited to fuel payments according to Section 6 (3) of this agreement.
- m) "Statutory Holidays" shall mean New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day and/or any other days that may be gazetted.
- n) "System Revenues" shall mean the revenue of the Public Passenger Transportation System and includes revenue from farebox, revenue from sale of passes, tokens and tickets, revenue from advertising contracts, and other revenue from commercial or institutional purchase of service, advertising in timetables and any other revenue accruing from the operation of the Public Passenger Transportation System pursuant to this Agreement.
- o) "Overloads" shall mean additional vehicles operating on specified routes to cope with ridership demands which cannot be served by the regularly scheduled service.
- p) "Special Transit Service" means a service provided beyond the regularly scheduled service specified in Schedule "B".
- q) "Resident" means any individual who has resided within the Province of British Columbia for a period of thirty consecutive days.
- r) "Eligible User" means any resident of the Province of British Columbia who is eligible to use Custom Transit Services as designated by Provincial Order-in-Council number 2588/79.
- s) "Registered User" means an eligible custom transit user who has satisfied certification and registration requirements as set out in Schedule "J".
- t) "Escort" means a person who accompanies the Registered User but whose presence is not essential to the Registered User to physically use the service and whose origin and destination are the same as the Registered User.
- u) "Attendant" means a person whose presence is essential to the Registered User to enable the Registered User to physically use the service and whose origin and destination are the same as the Registered User.
- v) "Physical Assets" other than vehicles or revenue vehicles shall mean land, buildings, equipment or other items of a material nature which for accounting purposes are considered to contribute to delivery of service for a period exceeding one fiscal year.

SECTION 2 - Municipal Responsibilities

- 1) With respect to the paratransit services specified in Schedule "B" of this Agreement, the Municipality shall within the approved Budget contained in Schedule "C":
 - a) Approve plans, specifications and amendments to the Paratransit System;
 - b) Fix and amend the fares and the fare structure;
 - c) 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 this Transit Service.
 - d) In consultation with the Authority and the Operating Company, cooperate in the distribution of service information to users of Custom Transit Services as described in Schedule "L".
 - e) 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 this Transit Service. Advertising revenues 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 Municipality by the Authority.
- 2) Notwithstanding the Municipal Act, the Municipality shall establish a fund into which shall be paid all money received from the proceeds of the property tax levy under Section 11 of the British Columbia Transit Act. The fund shall be deposited in a savings institution and, until required to be used in accordance with this section, may be invested in the manner provided for investment of sinking funds of a municipality under Section 287 of the Municipal Act.
- 3) The money set aside in the fund identified in Section 2 (1c) and the interest on it shall not be used except for the discharge of the Municipality's obligations pursuant to the Provincial Regulations of the BC Transit Act regarding cost sharing.
- 4) The amount payable by the Municipality under the Annual Operating Agreement shall be paid to the Authority monthly. Payment is due 30 days after billing.

SECTION 3 - Authority Responsibilities

- 1) The Authority shall reimburse the Operating Company for operating costs incurred by the Operating Company as a result of this Agreement as specified in the Budget to this Agreement. Payment shall be made by the Authority to the Operating Company in twelve equal payments. Any service deletions shall result in a prorated reduction of the monthly payment.
- 2) With respect to the services as provided for herein and specified in Schedule "B" the Authority shall:
 - a) Acquire and lease to the Operating Company revenue vehicles and other physical assets required for the provision of the services pursuant to lease agreements with the Authority and monitor the use, maintenance and condition of such vehicles and physical assets;
 - b) Conduct service audits, and may audit the financial records of the Operating Company pertaining to this Agreement;
 - c) Prescribe registered user eligibility criteria as detailed in Schedule "J", and designate the procedures, conditions and format for medical validation of an individual's disability as required and as described in Schedule "J" and monitor the Operating Company's performance of responsibilities in this regard;
 - d) On a monthly basis provide the Municipality with a Budget versus Revenue and Expenditure report;
 - e) Provide the Operating Company with a monthly Budget versus Expenditure report which specifies the direct costs of service compared to the budgeted costs;
 - f) Inspect vehicles from time to time to ensure appropriate standards of safety and maintenance are employed by the Operating Company;
 - g) Provide specifications for new vehicles which are being acquired by the Operating Company, and technical support for the maintenance of existing vehicles presently operated by the Operating Company.
 - h) Negotiate the terms of the Ministry of Finance and Corporate Relations BC Bus Pass and ensure that the appropriate revenue is credited to the Municipality.

SECTION 4 - Operating Company Responsibilities

- 1) With respect to the services as provided for herein, in consultation with the Municipality and the Authority, the Operating Company shall:
 - a) Manage and operate the Transit Service, supply the services set out in the Service Specification in Schedule "B" hereto and in accordance with the Budget in Schedule "C" and the rules and regulations in Schedule "E" and supply the Reports in Schedule "F";
 - b) Subject to the approval of the Authority and the Municipality, provide special transit services in accordance with the provisions of the Budget in Schedule "C";
 - c) Maintain and service the vehicles provided for use in the Transit Service as specified in the lease agreement between the Authority and the Operating Company and in accordance with the preventative maintenance program and maintenance directives of the Authority. The Operating Company must comply with the National Safety Code and any other requirements of the Provincial Motor Vehicle Branch. The Authority and the Municipality require that all buses be maintained in strictly safe and dependable condition at all times. The Operating Company shall contact the Authority for technical advice prior to undertaking any vehicle repair estimated to cost in excess of the limits established by the Authority. All vehicles shall be swept out daily; particular attention shall be given to the cleanliness and repair of seats. The outside of the vehicles shall be clean at all times and the Operating Company shall wash all vehicles at least once every week. The Operating Company is expected to send representatives to BC Transit Maintenance Seminars. The use of maintenance apprentices is supported where practical. Any proposal to employ apprentices to work on transit vehicles must be presented to BC Transit for consideration and approval by the Manager, Custom & Conventional Fleets. In all cases, the work of an apprentice must be performed under the supervision of a licensed mechanic who accepts responsibility for the work. The apprentice labour rate must also be identified separately in Schedule "D" - Payment Schedule;
 - d) Maintain insurance as specified in Schedule "I" of this Agreement. Supply the Authority with a list of all vehicles or equipment (other than vehicles leased from the Authority) which are to be used in the execution of this Agreement, stating model, make and year; and insure such vehicles in accordance with Schedule "I";
 - e) Provide trained, competent, uniformed and licensed drivers and require such drivers to operate the vehicles and assist the passengers with due care and diligence in accordance with the Schedules hereto, and use every reasonable precaution to prevent loss or damage to any vehicle because of fire, theft, collision or damage to property or third persons;
 - f) Ensure that its employees shall comply strictly with the conditions attached hereto as Schedule "B" and Schedule "E" and the conditions in the Custom Transit Driver's Manual produced by BC Transit;
 - g) Collect from each passenger such fare as set out in the Transit Service Tariff, Schedule "H" of this Agreement;
 - h) Be responsible for the collection and security of farebox revenues and the transfer of such revenue to an official or bank designated by the Municipality. Be responsible for maintaining records of passengers carried and revenue collected, including audit trails from books of account back to daily passenger and revenue records. Such revenues shall be delivered to the Municipality monthly or as required by the Municipality;
 - i) Maintain a Transit Service telephone information service, to be attended by a competent representative at all times during normal business hours, unless otherwise agreed to by the Authority and the Municipality, to provide accurate information with respect to the service specification, missed, unmet or late trips, tariff and rules and regulations. Maintain a dispatch service for the custom/paratransit service as described in Schedule "B". The Operating Company shall maintain a complete log of all complaints and suggestions, to include date of call, name and address of the calling party, nature of complaint or inquiry, and the action taken to rectify the matters in question. The Operating Company shall respond to written complaints from the public with respect to the operation of the Transit Service, and refer suggestions to the Municipality;
 - j) Be responsible for the processing and security of all lost property found by an employee or other person on all vehicles. Such processing and security shall ensure maintenance of a log of items found and the issuance of proper receipts to all persons involved when the lost property is returned to the owner or disposed of in a manner keeping with Municipal practices;
 - k) Be responsible for the registration of custom transit users as specified in Schedule "J" and ensure that custom transit passengers carried comply with these registration criteria;
 - l) Keep such records as may be required by the Authority and the Municipality as set out in Schedule "F" and any other information requested that is available;
 - m) Provide the Authority with an audited financial statement upon request;
 - n) Take all necessary and reasonable measures to maintain service during adverse operating conditions, detours and emergencies;
 - o) The Operating Company shall not enter into any agreement which would adversely affect the Budget, Schedule "C", or the level of service as specified in Schedule "B" to be provided during the term of this Agreement or in subsequent periods, without the prior written consent of the other parties to this Agreement;
 - p) The Operating Company shall provide the Authority and the Municipality with prior written notification of any planned or anticipated change in company ownership or transit management.

- Changes in Operating Company ownership and management require the prior written consent of the other parties to this Agreement. Similarly, prior notification and approval must be provided for any change in organization, financial status or staffing which may in any way affect the delivery of service or the communication or reporting requirements required under this Agreement. Any alteration so made without consent of the other parties shall render this Agreement null and void;
- q) The Operating Company confirms and, for greater emphasis, covenants that, save as disclosed in writing by the Operating Company prior to the signing of this contract, no Director, officer or employee of BC Transit or an associate of such Director, officer or employee:
- (i) has any interest in the Operating Company whether by way of ownership, management or control, employment or otherwise including any contractual relationship; or
 - (ii) has or is entitled to have any interest in this contract or any benefit arising therefrom.
- And the Operating Company further covenants and agrees that this provision is a fundamental condition of this contract, and any breach thereof shall entitle BC Transit, at its sole discretion, to terminate this contract whereupon:
- (iii) the Operating Company shall reimburse BC Transit for any loss which it sustains as a result of termination; and
 - (iv) the Operating Company shall waive and be deemed to have waived any right or recourse or claim for compensation against BC Transit thereby arising;
- r) It is the responsibility of the Operating Company to maintain proper books of account and supporting records, including audit trails from books of account back to source documents.
- s) Be responsible for placing, changing, maintaining and storing interior and exterior transit advertising material in accordance with instructions provided from time to time by the advertising contract company and the fixed costs provisions of Schedule "C";
- t) Ensure that the drivers of custom/paratransit service shall provide door-to-vehicle assistance for registered passengers with a disability, secure mobility aids and ensure mobility aid passengers are restrained with seatbelts in accordance with procedures in the Custom Transit Driver's Manual and ensure ambulatory passengers use seatbelts in vehicles where seatbelts are provided.

SECTION 5 - Indemnity

The Operating Company shall indemnify and save harmless the Municipality and the Authority from any suit, claim, loss, damage of any nature or kind whatsoever arising out of or connected with the Paratransit System provided by the Operating Company pursuant to this Agreement; and without restricting the generality of the foregoing shall conform to the insurance requirements of Schedule "I" and maintain in effect such employee benefits and insurance as required by law or Collective Agreement.

SECTION 6 - Payment Alterations

In case the Operating Company shall fail in the due performance of any part of this Agreement, the Municipality and the Authority may agree, at their discretion, to make such arrangements as they consider necessary to provide the services which are the subject of this Agreement. In the event of any such failure to perform, payment shall not be made for each day or part day that such failure continues. Any loss, damage or deficiency that may in consequence arise shall be deducted out of any monies otherwise payable to the Operating Company under the terms of this Agreement and should said monies so deducted not be sufficient to indemnify and cover such losses, the deficiency then due shall be charged against the Operating Company. The Variable Hourly Rate will be adjusted based on changes to the Canada Pension Plan and Employment Insurance rates used to calculate the Variable Hourly Rate. The Operating Company will be compensated for increases in these rates above those used for the Variable Hourly Rate calculation and the Authority requires repayment for decreases in these rates.

SECTION 7 - Cancellation

The Authority and the Municipality retain the right to terminate this Agreement upon breach by the Operating Company of any term or covenant hereof, or to do work not properly carried out by the Operating Company. In the event of any such cancellation, the Operating Company shall be entitled to no compensation other than for services rendered up to the date of said cancellation.

SECTION 8 - Settlement of Disputes

In the case of any dispute arising between or among the parties as to their respective rights and obligations under this Agreement, or in the event of a breach of this Agreement, any party hereto 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 matters then in dispute, agree to submit the same to arbitration in accordance with the applicable statutes of the Province of British Columbia.

SECTION 9 - Term and Renewal

The term of this Agreement shall be from April 1, 1999 to, March 31, 2000 except as otherwise provided herein..

SECTION 10 - Schedules

The Schedules attached hereto shall form a part of this Agreement with the same force and effect as though they were incorporated into the body of the Agreement.

SECTION 11 - Amendment

This Agreement may be amended, in whole or in part, including the Schedules attached, during the term of this Agreement by mutual written consent of all parties.

SECTION 12 - Assignment

This Agreement or any part thereof is not assignable without the prior written consent of the other parties.

SECTION 13 - Enurement

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

SECTION 14 - 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:

**The Regional District of
Okanagan-Similkameen**
c/o Administrator
101 Martin Street
Penticton, BC V2A 5J9

and to:

BC Transit
President & CEO
P.O. Box 610
520 Gorge Road East
Victoria, BC V8W 2P3

and to:

Penticton Transit Service Ltd.
c/o Manager
301 Warren Avenue East
Penticton, B.C. V2A 3M1

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 _____, 199 .

THE CORPORATE SEAL OF THE **REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN** 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 SEAL OF **PENTICTON TRANSIT SERVICE LTD.** has been hereto affixed in the presence of:

SCHEDULE "A" - Transit Service Area Boundaries

The boundaries of the Okanagan-Similkameen Transit Service Area shall be the corporate boundaries of the Regional District of Okanagan-Similkameen and the Corporate boundary of the City of Penticton.

SCHEDULE "B" - Service Specification**1) Type and Number of Vehicles**

The vehicles used in the Okanagan-Similkameen Regional Service are described in Schedule "A" of the Okanagan-Similkameen Lease Agreement.

2) Specification Amendment

The Operating Company shall be notified of any and all intentions to amend or modify the Service Specification contained in this Schedule at least one (1) month in advance of the intended effective date of the proposed amendment. Amendments to the services specified in this Schedule shall be documented in Addendums to this Schedule, and shall contain a detailed description of the amendment. Amendments to the Service Specification within the terms of this Agreement shall only be proposed when the cost of the amendment is within the Budget contained in Schedule "C".

3) Specified Service**1) Routes and Schedules**

The Specified Service shall be the routes and schedules contained in the current public timetable for the Transit Service, and any subsequent changes approved for implementation by the Municipality and the Authority.

2) Stopping Policies:

Buses will stop for boarding or alighting passengers upon request at all designated bus stops which may be established by the Municipality, and which meet safety and operating requirements of the Operating Company. Buses will carry passengers at all times when in Revenue Service unless otherwise specified.

3) Scheduled Transfer Connections:

As indicated by the schedules, timed transfer connections are designed for the convenience of passengers and the Operating Company will endeavour to ensure that such connections can be made whenever practicable.

4) Group Trips

be able to provide Group Trips periodically, at times when vehicles and drivers are available and do not disrupt scheduled service. Group Trip service will be provided at an hourly rate to facilitate full cost recovery as outlined in Schedule - "D". Special Group Trips will not exceed the boundaries of the ICBC coverage (160 KMS) unless written permission is given in advance by the Municipality and BC Transit.

Okanagan-Similkameen AOA 1999/2000

Schedule "B"

Effective April 1, 1999

Scheduled Revenue Service

Winter Season (Jan 01 - Jun 30, Sept 01 - Dec 31)								
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Holidays
Hrs/Day	5.27	5.27	5.27	5.27	5.27	3.97	-	-
Kms/Day	180.00	180.00	180.00	180.00	180.00	135.00	-	-
Summer Season (Jul 01 - Aug 31)								
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Holidays
Hrs/Day	6.48	6.48	6.48	6.48	6.48	5.18	-	-
Kms/Day	225.00	225.00	225.00	225.00	225.00	180.00	-	-

1999/2000 Calendar Specification

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Holidays	Total	Stat. Holidays
April	3	4	4	5	4	4	4	2	30	Apr 2/99 Good Friday
May	4	4	4	4	4	5	5	1	31	Apr 5/99 Easter Monday
June	4	5	5	4	4	4	4	0	30	May 24/99 Victoria Day
July	4	4	4	4	5	5	4	1	31	Jul 1/99 Canada Day
August	4	5	4	4	4	4	5	1	31	Aug 2/99 BC Day
September	3	4	5	5	4	4	4	1	30	Sep 6/99 Labour Day
October	3	4	4	4	5	5	5	1	31	Oct 11/99 Thanksgiving
November	5	5	4	3	4	4	4	1	30	Nov 11/99 Remembrance Day
December	4	4	5	5	5	3	3	2	31	Dec 25/99 Christmas
January	5	4	4	4	4	4	5	1	31	Dec 26/99 Boxing Day
February	4	5	4	4	4	4	4	0	29	Jan 1/00 New Year's Day
March	4	4	5	5	5	4	4	0	31	
Total	47	52	52	51	52	50	51	11	366	11 Holidays

Monthly Summary

Month	Paratransit					
	Scheduled Rev. Hrs.	Extra Service Rev. Hrs.	Total Rev. Hrs.	Conventional Rev. Kms.	Extra Service Rev. Kms.	Total Rev. Kms.
April	121.28	-	121.28	4,140.00	-	4,140.00
May	125.25	-	125.25	4,275.00	-	4,275.00
June	131.82	-	131.82	4,500.00	-	4,500.00
July	161.98	-	161.98	5,625.00	-	5,625.00
August	156.80	-	156.80	5,445.00	-	5,445.00
September	126.55	-	126.55	4,320.00	-	4,320.00
October	125.25	-	125.25	4,275.00	-	4,275.00
November	126.55	-	126.55	4,320.00	-	4,320.00
December	133.12	-	133.12	4,545.00	-	4,545.00
January	126.55	-	126.55	4,320.00	-	4,320.00
February	126.55	-	126.55	4,320.00	-	4,320.00
March	137.09	-	137.09	4,680.00	-	4,680.00
Total	1,598.79	-	1,598.79	54,765.00	-	54,765.00

* Service does not operate on Easter Monday

Extra Revenue Service Notes

1. Extra service must be preapproved by BC Transit
2. Operating company is responsible for contacting School Board to determine Pro-D day occurrences.

SCHEDULE C - AOA BUDGET

Paratransit:	1999/2000 AOA
Okanagan/Similkameen - 745	BUDGET

TRANSIT REVENUE

Farebox - Cash	\$11,600
BC Bus Pass	\$764
Advertising (Other)	\$677

TOTAL REVENUE	\$13,041
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EXPENDITURES

Fixed Monthly Costs	\$10,911
Variable Hourly Costs - <i>Sched Service</i>	\$37,323
Variable Distance Costs - <i>Sched Service</i>	\$6,867
Maintenance - <i>Running Repairs</i>	\$5,800
Maintenance - <i>Major Repairs</i>	\$200
ICBC Insurance & Licences	\$1,483
Fleet Insurance	\$453
G.S.T.	\$1,833

TOTAL DIRECT OPERATING COSTS	\$64,870
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Marketing	\$800
Municipal Administration	\$1,297
BCT Administration	\$3,967

TOTAL OPERATING COSTS	\$70,934
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Interest Expense	\$101
Debt Service Costs - Vehicles	\$18,652

TOTAL DEBT SERVICE	\$18,752
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TOTAL COSTS	\$89,687
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COST SHARING

Municipal Share of Costs	\$47,812
Less: Total Revenue	\$13,041
Less: Municipal Administration	\$1,297
Net Municipal Share of Costs	\$33,474
Authority Share of Costs (46.69%)	\$41,875

STATISTICS

Scheduled Revenue Hours	1,598.79
Scheduled Revenue Kilometres	54,765.00
Passengers	8,500
<i>Custom/Para - Vans</i>	<i>8,500</i>

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SCHEDULE "D" - Payment Schedule**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) \$909.24 for Fixed Monthly Payment; plus
 - ii) \$23.34 per Revenue Hour; plus
 - iii) \$0.1254 per Revenue Kilometre
- b) for Deleted Fixed Costs as outlined in Section 6 (2), an amount equal to 1/302 of the Fixed Monthly Costs amount contained in Schedule "C" shall be deducted for each day or part day.
- c) for Added Service or Deleted Service within the regular hours of system operation specified in Schedule "B":
 - i) \$23.34 per Revenue Hour; plus
 - ii) \$0.1254 per Revenue Kilometre;

with allowance for wage premium payments (up to 1.5 times the regular Revenue Hour payment), if applicable, when service is added beyond the regular hours of operation.
- d) for Maintenance:
 - i) \$36.70 per hour for labour by a licensed mechanic for the maintenance of transit vehicles.
- e) for fuel costs, in the event diesel fuel costs should exceed \$0.4189 /litre a payment will be made in accordance with Section 6 (3) of this agreement to compensate the Operating Company for the actual cost of all diesel fuel consumed to a maximum of 11,766.50 litres for Scheduled Revenue Kilometres in Schedule "B". This maximum number of litres will be adjusted in proportion to Extra or Deleted Revenue Service Kilometres.
- f) for use of Berry & Smith owned vehicles when no BC Transit vehicle is available for service:
 - i) \$22.63 Per Revenue Hour
 - ii) \$0.6800 Per Revenue Kilometre
- g) Group Trip service, as defined in Schedule "B", will be provided at an hourly rate equal to cost recovery. The cost of this service will not be invoiced or calculated in this Payment Schedule. The Group Trip service hours must be recorded on the Contractor's Invoice for Transit Operation. Variable Distance and Maintenance expenses invoiced must be deducted by the percentage of Group Trip service hours.

INFORMATION CONTAINED IN SCHEDULE "C" - BUDGET AND SCHEDULE "D" - PAYMENT SCHEDULE IS SUBJECT TO THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT.

CONSULT WITH BC TRANSIT PRIOR TO RELEASING INFORMATION IN THESE SCHEDULES TO INDIVIDUALS OR COMPANIES OTHER THAN THOSE WHO ARE PARTY TO THE AGREEMENT.

SCHEDULE "E" - Rules and Regulations**1) Driver Assistance Policy**

- a) The custom transit service provides door-to-door service. The driver shall assist the passenger from the door at the pick-up point, to the door at the drop-off point.
- b) Drivers shall assist individuals who may have difficulty securing their own seat belts. Drivers shall safely secure wheelchairs once inside the vehicle. Drivers shall endeavor to ensure that all passengers use seat belts as required under Section 217 of the British Columbia Motor Vehicle Act, except where passengers have medical reasons for not using seat belts.
- c) The definition of assistance does not require the carrying of an individual up or down steps, or the carrying of parcels to and from the vehicles.

2) Passenger Escort and Attendant Policy

Passengers requiring assistance beyond that outlined in 1a) above must travel with an attendant.

Escorts and attendants should as a general rule be picked up and dropped off at the same point as the registered user they are accompanying.

Registered users wishing to travel with an escort or attendant must notify the dispatcher when booking the trip. Escort trips may be limited due to space restrictions.

3) Eligibility of Riders

The Operating Company is to ensure that passengers carried in the Custom Transit System comply with registration procedures specified in Schedule "J".

4) Driver Conduct

Drivers shall deal in a courteous and professional manner with passengers at all times.

All drivers and other employees in contact with the public shall be fully conversant with the user eligibility criteria, service schedules, timetables, fares, and the applicable Rules and Regulations in this Schedule.

5) Solicitations

The Operating Company shall not permit solicitations on a custom transit vehicle for information or any other purpose not required by this Agreement.

6) Multi-Destination Trips

Single trip requests with two or more destinations booked shall be scheduled and dispatched so that each link between a particular pair of requested destinations is considered as a separate trip request with a separate fare charged for each.

7) Cancellation and No-Show Policy

Users will be encouraged to cancel trip requests as soon as possible.

Habitual no-shows or non-cancellations may be grounds for a review and potential temporary suspension of registrant privileges by the Operating Company. The Operating Company shall advise the Authority of any such situations prior to implementing any suspension of privileges.

8) Dress Code

The Operating Company shall set and enforce standards of dress and grooming for its employees, within the limitations imposed by the BC Human Rights Code or any other law, and as may be subject to periodic scrutiny and approval by the Authority.

9) **Refusal of Service**

The Operating Company shall not unreasonably refuse passage to any passenger, but reserves the right to refuse to carry in any transit vehicle any person who is intoxicated, boisterous, disorderly or profane, or who for any other reason may be offensive or dangerous to the Operating Company or other passengers, or property of passengers, the Operating Company or the Authority. The Operating Company may refuse service to any individual whose wheelchair, in the opinion of the Operating Company, poses a safety hazard to the occupant or to other passengers in the vehicle.

10) **Pets**

With the exception of a Guide Dog accompanying a blind person or hearing disabled person, dogs and other pet animals are not to be carried on vehicles.

11) **Passenger Parcels**

Folded baby buggies and large packages may be carried only when they cause no inconvenience or obstructions to other passengers. The Operating Company may refuse to allow any passenger to bring on board any Vehicle anything that in its opinion might cause danger or inconvenience to its employees or other passengers, or might soil or damage property of its employees, other passengers, the Operating Company, or the Authority.

12) **Smoking/Drinking**

Smoking or the consumption of beverages by passengers and operators inside any vehicle in service is strictly prohibited.

13) **Public Timetables**

Public timetables shall be available on board all vehicles when in service.

SCHEDULE "F" - Reports

The following reports shall be prepared by the Operating Company on a regular basis and submitted to the Authority:

1) **Monthly**

- a) Contractor's Invoice for Transit Operation
- b) Work Order Summary
- c) Work Orders for Vehicle Repair
- d) Fuel and Kilometre Report
- e) Custom/Paratransit Monthly Statistics Summary
- f) Taxi Saver Sales Record & Inventory Control **AND** Taxi Saver Monthly report (if applicable)
- g) Maintenance Cost Tracking Report - Custom & Paratransit

2) **Within 24 hours of a passenger or vehicle accident**

- a) Vehicle Accident Report (Form M-318-CT). In the case of serious personal injury as a result of an accident, the Authority should be notified as soon as possible during normal office hours.

3) **On Request**

- a) Maintenance Invoices

SCHEDULE "H" - Tariff1) **Mode of Payment**

- a) Fare - an entitlement to ride upon the services of the Transit Service, as defined in terms of the Passenger Category, time and zone of travel.
- b) Cash - legal tender issued by the authority of the Governments of Canada or the United States for use as money, or the equivalent in legal tender.
- c) Ticket - a prepaid form of fare, issued by the Municipality, for use in lieu of cash, for payment of a single fare.
- d) Single Fare - payment of a fare by means of cash or ticket, for individual travel within designated zones, and within a specified period of time.
- e) BC Bus Pass - a Pass available to:
 - (1) residents of B.C. 65 years of age or over who are in receipt of the Federal Guaranteed Income supplement and/or the Provincial Guaranteed Available Income for Need (GAIN) for seniors;
 - (2) persons between 60 and 64 and in receipt of GAIN benefits;

(3) B.C. residents under age 65 who receive handicapped persons' benefits

2) **Fares Zones**

The zone boundaries of fare zones for this Tariff are the sections of Naramata Road as follows:

Zone 1 - Penticton to Poplar Grove

Zone 2 - Poplar Grove to Naramata

The applicable fare shall be determined by the minimum number of fare zones through which the passenger must travel from origin to destination.

3) **Fares**

Cash:

	<u>One Zone</u>	<u>Two Zone</u>
i) Adults/Senior	\$1.25	\$2.00
ii) Students	\$1.00	\$1.50
iii) Children under five	Free	Free

Tickets 21 for the price of 20:

i) Adults/Senior	\$25.00	\$40.00
ii) Students	\$20.00	\$30.00
iii) Children under five	Free	Free

Monthly Bus Pass

i) Adults/Senior	\$44.00	\$70.00
ii) Students	\$35.00	\$53.00
iii) Children under five	Free	Free

SCHEDULE "I" - Insurance

The Operating Company and the Authority shall purchase and maintain in force throughout the term of this Agreement, insurance policies covering the perils specified herein as set out below. As evidence of insurance coverage, the Operating Company shall deposit with the Authority, copies of the insurance policies the Operating Company is required to purchase in accordance with this Agreement.

Minimum Insurance Coverage Requirements:

1) Vehicle Insurance

- a) The Operating Company shall purchase and maintain insurance on all vehicles used by the Operating Company in the operation of the Public Passenger Transportation System under this Agreement as follows:
 - i) Third party liability insurance of One Million Dollars (\$1,000,000.00) purchased from the Insurance Corporation of British Columbia.
- b) The Authority shall maintain insurance on all vehicles used by the Operating Company in the operation of the Public Passenger Transportation System under this Agreement as follows:
 - i) Third Party Liability insurance in excess of One Million Dollars (\$1,000,000.00) to a total limit of Twenty-Five Million Dollars (\$25,000,000.00).
 - ii) Collision or upset insurance \$1,000.00 deductible.
 - iii) Comprehensive insurance covering hazards such as fire, theft, vandalism, glass breakage, falling trees, wind-storms, etc. \$500.00 deductible.

2) Physical Assets Leased from the Authority where applicable

The Authority shall purchase and maintain insurance on all Physical Assets leased from the Authority, pursuant to the terms of the individual lease agreements with the Operating Company and respecting said Physical Assets.

Without limiting the generality of the foregoing, such insurance shall be in the name of the Authority and shall include a waiver of subrogation against the Operating Company. The insurance shall be in accordance with the laws in force and in effect in the Province of British Columbia.

The amount of such insurance for the respective categories of Physical Assets shall be not less than as follows:

- a) Buildings and Structures Including Leasehold Improvements
The Authority shall purchase and maintain insurance on all buildings and structures on a standard all risk form including boiler explosion, flood and earthquake where applicable, in an amount not less than the full replacement value thereof as determined by the Authority.
- b) Other Chattels and Equipment
The Operating Company shall purchase and maintain insurance on all chattels and equipment not otherwise insured under this Schedule against loss or damage from all risks, in an amount not less than the full replacement value thereof.

3) Physical Assets Owned by the Operating Company or Leased from a Party other than the Authority (where applicable)

The Operating Company shall purchase and maintain insurance on all Physical Assets owned by them or leased by them from a party other than the Authority, to the same extent as specified in Section (2) above of this Schedule, excepting that contrary to Section (2) the Operating Company shall determine the full replacement value thereof.

4) Comprehensive General Liability Insurance

The Authority shall take out and maintain Comprehensive Third Party General Liability Insurance covering the operation of the Public Passenger Transportation system specified in Schedule "B" of the Agreement on an occurrence basis in an amount not less than Twenty-Five Million Dollars (\$25,000,000.00). Such insurance shall include the Operating Company and the municipality as an additional insured party and further, the policy shall apply to each insured in the same manner and to the same extent as if a separate policy has been issued to each of the insured parties.

Please note that the Authority's comprehensive general liability insurance does not extend to cover non-transit activities a company may be engaged in unless specifically arranged for. If the Operating Company performs work in addition to transit work you will require separate C.G.L. coverage for that work.

5) Additional Covenants

- a) The Operating Company covenants that it shall not knowingly permit, suffer, allow or connive at the use or operation of any vehicle in respect of this Agreement by any person, or in any way, or for any purpose, contrary to the provisions of the Insurance (Motor Vehicle) Act or any regulations pursuant thereto. The Operating Company shall indemnify and save harmless the Authority from any breach of this covenant.
- b) It is mutually understood and agreed that the responsibilities to acquire and maintain policies of insurance pursuant to this "Annual Operating Agreement" shall be restricted and limited to the provisions of this Schedule "I".

SCHEDULE "K" - General Maintenance Standards**1) Preventative Maintenance**

- a) All paratransit vehicles shall be maintained every 7,000 kilometres and 21,000 kilometres respectively, as per the attached Preventative Maintenance Schedule.
- b) All tires shall be checked with a pressure gauge at least once a week when vehicle is being fueled. Tires should be inflated as per manufacturer's specifications.

2) Pre-Trip Inspection

- a) All paratransit vehicles shall have a pre-trip inspection performed by the driver before start of shift to determine serviceability and body damage.
 - Hydraulic fluid level;
 - Hydraulic fluid leakage;
 - Check for frayed or deteriorated cables and links;
 - Check for cotter and clevis pins at hinge point of lift platform;
 - Cycle lift completely for proper operation, engine running.

3) Servicing

- a) Vehicles to be cleaned daily of all unnecessary papers, lunch bags, cigarette cartons, gum wrappers, etc.
- b) All paratransit vehicles available for service shall be washed on a regular basis in order to maintain them in a reasonably clean condition.
- c) All paratransit vehicles will be thoroughly flushed and disinfected in cases of passenger sickness or accident.
- d) A continuing campaign of thorough interior cleaning of seats, walls, ceilings, windows and driver's area shall be carried out with a target frequency of each transit vehicle having the interior thoroughly and completely cleaned four times annually.
- e) All paratransit vehicles in use shall be serviced at least once daily for fuel, oil, water and lift serviceability if so equipped at end of afternoon run or shift. Any defects shall be reported to operating company designate as soon as possible.

Schedule "L" - Prevention of Workplace Harassment Policy**1) Vision**

The Operating company shall be committed to the prevention of harassment in the workplace and recognizes its responsibility to create an environment based on mutual respect, cooperation, and understanding which is shared among all employees. The Operating Company will make every effort to ensure that no employee or anyone having a work relationship with any employee, is subjected to any form of harassment. The Operating Company accepts, without qualification, that every employee is entitled to a work environment that is free of any form of harassment.

2) Responsibility

The Operating Company is responsible for understanding what harassment is, its ramifications and ensuring that the workplace is harassment free. All employees have a responsibility not to harass any other employees(s). Managers and Supervisors have a positive responsibility to create and maintain a work environment free of all forms of harassment. They must demonstrate leadership through action and example by preventing and discouraging workplace harassment. The Operating Company and its employees must:

- (i) understand and uphold the principles of this policy and the BC Human Rights Act;
- (ii) not engage in behavior contrary to this policy and ensure that all employees within its workplace are treated fairly and equitably;
- (iii) communicate the Operating Company's objective to create and maintain a harassment free work environment;
- (iv) not allow, condone, or ignore workplace behavior contrary to this policy; and
- (v) respond appropriately to complaints of harassment.

3) Confidentiality

The Operating Company will make every reasonable effort to ensure that the name of the complainant and/or circumstances relating to the complaint will be kept confidential except when disclosure is necessary for the purposes of investigation or disciplinary action.

Confidentiality is not the same as anonymity. If a complainant chooses to pursue a complaint, he or she must be prepared to be identified so the respondent is informed of the allegations and has the opportunity to respond.

4) Definitions**Employees**

All of the Operating company's employees, supervisors, managers and Board members (if applicable) will be collectively known as "employees" for the purpose of this policy.

Harassment

Unacceptable, unwelcome conduct of comment that has the effect of:

- a) causing intimidation or humiliation to any employee, or
- b) undermining the employment relationship, or
- c) on reasonable grounds, being perceived as placing an improper condition on employment or
- d) being considered discriminatory under the BC Human Rights Act.

Harassment may occur during on incident or over a series of related or unrelated incidents.

Harassment may take place at work or away from work, or between or amongst employees where there is a sufficient link between the conduct or comment complained of and the operation of the workplace.

Harassment can include, although is not limited to, the following actions and/or behaviors: verbal or physical abuse, derogatory remarks; display of pornographic or offensive materials; unwelcome invitations or request; jokes inconsistent with this policy; innuendoes or taunts about a person's body or beliefs; unnecessary physical contact; threats; leering; outright physical assault; intimidation; practical jokes that cause awkwardness or embarrassment; and retaliation against an individual who has made a complaint of harassment.

An action or behavior can become harassment if it is perceived as such, regardless of the intention of the initiator.

The British Columbia Human Rights Act prohibits discrimination against a person with respect to employment or any term or condition of employment because of race, color, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age of that person, or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the employment or to the intended employment of that person.

Sexual harassment can include, although it is not limited to; the following actions and/or behaviors: sexual advances, requests for sexual favors, or other verbal or physical conduct by a person who knows or ought reasonably to know that the conduct or comment is unacceptable and/or unwelcome.

Improper condition on employment is when the conduct or comment:

- a) is accompanied by a reward, or an express or implied promise of a reward, for compliance, or
- b) is accompanied by reprisal, or an express or implied threat of reprisal, for refusal to comply, or
- c) is accompanied by actual denial or threat of denial of opportunity for refusal to comply, or
- d) has the effect of creating an intimidating, hostile, or offensive environment.

