

## REGIONAL TRANSIT SERVICE AGREEMENT

THIS AGREEMENT made the 5<sup>th</sup> of November, 2018

BETWEEN:

**THE CITY OF GRANDE PRAIRIE**  
("City")

OF THE FIRST PART

- and -

**THE COUNTY OF GRANDE PRAIRIE NO. 1**  
("County")

OF THE SECOND PART

- and -

**THE TOWN OF SEXSMITH**  
("Sexsmith")

OF THE THIRD PART

### WHEREAS:

- A. the Parties are municipalities within the meaning of the *Municipal Government Act*, R.S.A. 2000, c. M-26 [MGA];
- B. the City maintains a public transit system that includes designated areas for the pick-up and drop-off of passengers within the City;
- C. the County and Sexsmith have requested the City to provide a public transit service between the City, County and Sexsmith;
- D. the City is agreeable to providing a public transit service to the Parties under certain terms and conditions, as outlined herein; and
- E. the Parties wish to outline their mutual rights and obligations regarding the operation of a public transit service by the City in certain rural areas surrounding the City, as outlined herein.

**NOW WITNESS THEREFORE** that in consideration of the representations, warranties,

covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree each with the other as follows:

## **1 DEFINITIONS**

1.1 In this Agreement, unless provided to the contrary, the following words and phrases shall have the following meanings:

- (a) "Advisory Committee" shall mean a committee composed of up to two representatives of each Party who are knowledgeable about the content of this Agreement and the provision of the Transit Service by the City. The Advisory Committee may meet on a quarter annual basis, or from time to time, as may be necessary under the terms of this Agreement. The duties and responsibilities of the Advisory Committee are as outlined in the attached Schedule "A";
- (b) "Agreement" means this Agreement including all schedules annexed hereto;
- (c) "Effective Date" shall mean the date and year first written above, or such earlier or later date as the Parties may mutually agree;
- (d) "Government of Alberta Rural Transportation Pilot Program" shall mean the funding initiative of the Government of Alberta to provide rural public transportation services in the Grande Prairie region;
- (e) "Grande Prairie Transit" shall mean the public transit system owned and operated by the City;
- (f) "Operating Authority" shall mean Alberta Transportation or the branch of the Government of Alberta regulating transportation;
- (g) "Operating Authority Certificate" shall mean the certification required of the City by Alberta Transportation to provide passenger transportation services with respect to Transit Service Rural Route 1;
- (h) "Parties" means all of the parties to this Agreement and "Party" means any one of them;
- (i) "Transit Service Rural Route 1" shall mean the public transit service route between the City, the County and Sexsmith, as outlined in this Agreement;

- (j) "Termination Date" shall mean the day on which this Agreement shall be terminated and be of no force and effect (except for any provisions which survive the termination date); and
- (k) "Transit Service" shall mean the public transit service provided by the City, for the pick-up and drop-off of passengers on Transit Service Rural Route 1.

## **2 INTERPRETATION**

- 2.1 Where in this Agreement a period of time is prescribed, dated or calculated from a day or event, the time shall be calculated excluding such day or the day of such event, unless a contrary intention appears.
- 2.2 Where in this Agreement the time for doing anything falls or expires on a Saturday, Sunday or on a holiday (as defined in the *Interpretation Act*, RSA 2000, c. I-8) then such thing may be validly done on the first day thereafter that is not a Saturday, Sunday or holiday.
- 2.3 If any covenant, obligation or provision contained herein is invalid or unenforceable, then such covenant, obligation or provision shall be deemed severed here from and the remainder of this Agreement shall remain in full force and effect and each remaining covenant, obligation or provision in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
- 2.4 Unless defined to the contrary, or the context so requires, words or phrases used in this Agreement which are defined by the *MGA* shall have the same meaning as is attributed to them in the *MGA*.

## **3 TERM**

- 3.1 This Agreement shall remain in full force and effect from November 1, 2018 to November 1, 2020 ("Term"), subject to earlier termination as hereinafter provided, and said Term being capable of extension by mutual written agreement of the Parties. When this Agreement expires at the end of the Term, it automatically expires without notice, penalty or further obligation of the Parties, other than obligations to the date it expires or obligations which continue beyond expiry as noted in this Agreement.

## **4. ROUTES, SCHEDULES, AND BUS STOP CHANGES**

- 4.1 During the Term of this Agreement, the City shall operate Transit Service Rural Route 1 between the City and the County in accordance with the route and



schedule outlined in the attached Schedule "B1". The City provides no warranty or representation that the Transit Service Rural Route 1 will conform exactly to the schedule noted in Schedule "B1". In particular, the Transit Service Rural Route 1 may be affected or interrupted by traffic delays, accidents, road construction, and equipment failures or other unscheduled events. Reasonable efforts are to be made by the City to resume the Transit Service Rural Route 1 as per Schedule "B1" when the interruptions no longer exist. Without the prior consent of the County, the route and schedule shall be reasonably similar to that in Schedule "B1".

- 4.2 During the Term of this Agreement, the City shall operate Transit Service Rural Route 1 between the City, County, and Sexsmith in accordance with the route and schedule outlined in the attached Schedule "B2". The City provides no warranty or representation that the Transit Service Rural Route 1 will conform exactly to the schedule noted in Schedule "B2". In particular, the Transit Service Rural Route 1 may be affected or interrupted by traffic delays, accidents, road construction, and equipment failures or other unscheduled events. Reasonable efforts are to be made by the City to resume the Transit Service Rural Route 1 as per Schedule "B2" when the interruptions no longer exist. Without the prior consent of Sexsmith, the route and schedule shall be reasonably similar to that in Schedule "B2".
- 4.3 Service days and times of the Transit Service are as outlined in the attached Schedules "B1" and "B2".
- 4.4 Any of the Parties may request a change, addition or deletion to any route, scheduled time, and frequency of service, use of a bus stop within the City, the County, or Sexsmith by providing written notice of the request to the Advisory Committee for review. No changes will be implemented to the Transit Service Rural Route 1 until the Advisory Committee has approved the requested change and implementation date. Any such modification constitutes an amendment to Schedule "B1" and/or Schedule "B2" on the date of written approval, and is incorporated as part of this Agreement. The City shall accommodate these changes from the designated implementation date, or as soon as it is able to do so based on resources at the time.
- 4.5 Notwithstanding the foregoing, if a bus stop in the corporate boundaries of the City being used for the Transit Service becomes temporarily or permanently unusable for whatever reason, the City may change the location of the bus stop for the Transit Service immediately by providing written notice to the County and Sexsmith, without requiring the approval of the Advisory Committee. The new or temporary bus stops are to be suitable for Transit Service Rural Route 1.

## **5. FEES**

- 5.1 During the Term of this Agreement, the County shall pay to the City the fees

associated with operating the Transit Service as outlined in the attached Schedule "C" ("Fees"). If the Transit Service Rural Route 1 is modified in accordance with any provisions under this Agreement, the fees payable may be adjusted by written consent of the Parties.

- 5.2 During the Term of this Agreement, the City shall forward all revenue collected to the County on a quarter annual basis.
- 5.3 The City shall invoice the County for the service fees associated with providing the Transit Service on a monthly basis. Payment of the invoice shall be due within thirty (30) days of the date on the invoice.
- 5.4 If requested by the County and/or Sexsmith, at their cost respectively, the City may provide bus stop signage and transit poles for the Transit Service Rural Route 1, and may install same for an additional fee within the corporate boundaries of the County and Sexsmith.
- 5.5 The City does not make any warranty or representation with respect to the adequacy of the Transit Service for the patrons who wish to use same. In particular, without limitation, the Transit Service may not be able to accommodate all patrons who wish to use same and, depending on the maximum use for the Transit Service which may be imposed by the Operating Authority or other applicable provincial or federal legislation, the City may be required to deny Transit Service to certain patrons. Upon request, the City is to provide the County and Sexsmith with the reasons for a denial or restriction of the Transit Services.
- 5.6 If construction or repairs undertaken by the County or Sexsmith affect Transit Service Rural Route 1 and result in an increase in the hours of service or the requirement for additional transit buses, then the County shall pay the City, in addition to the Fees, the additional hourly service and daily bus rates noted in the attached Schedule "C". The City shall notify the County in writing, whenever these charges are to be added before an invoice for payment of such additional fees is issued by the City.
- 5.7 The City shall supply the County with any available survey results and other information related to service metrics on a monthly basis.

## **6 CONDITIONS PRECEDENT**

- 6.1 The obligations of the City to provide and operate Transit Service Rural Route 1 shall be subject to the satisfaction of, or compliance with, at or before the start of the Term, the following condition precedent:
  - (a) the City shall receive the Operating Authority Certificate and all other permits required to operate the Transit Service Rural Route 1.



6.2 The obligations of the County to provide funds for the operation of the Transit Service to the City shall be subject to the satisfaction of, or compliance with, at or before the start of the Term, the following conditions precedent:

- (a) the County shall receive funding from the Government of Alberta Rural Transportation Pilot Program; and
- (b) the County shall approve the terms of the funding and grant agreement between the Province of Alberta and the County with respect to the Government of Alberta Rural Transportation Pilot Program.

## **7 FARES AND FARE MEDIA**

7.1 The City shall collect fares or fare media from each patron as outlined in Schedule "D".

## **8 INFORMATION**

8.1 The City shall respond, through its information centre, either on the phone, in-person, or electronically to all transit operational information requests relating to the Transit Service and connecting public transit service provided by the City. Scheduling inquiries received by the County and Sexsmith may be referred to the City's information centre.

8.2 The County and Sexsmith shall respond to all non-operational transit inquiries and complaints. Inquiries of this nature received by the County and Sexsmith shall be vetted through the Advisory Committee member of the complainant's respective community and any other issues brought forth to the Advisory Committee as a whole.

8.3 The City shall provide route brochures, either in print or through electronic means, for the Transit Service and include the Transit Service in its public information relating to transit service generally. The City will consult with the County and Sexsmith in the development of route brochures and information about the Transit Service. The City makes no representation as to the availability or adequacy of the route brochure or any public information relating to the Transit Service. The route brochures are to reflect bus routes and are to be updated and changed periodically as may be required.

## **9 ROAD OPERATION**

9.1 If the City identifies a situation in which the schedules, routes, frequency of use of bus stops or bays in terminals by the buses used for the Transit Service negatively impacts the operation of Grande Prairie Transit or the traffic operation

on the street, or should a transit service route or zone become unusable within the corporate boundaries of the City for reason of road disrepair, road maintenance requirements, or rights of access, the City, in its sole discretion, acting reasonably, shall:

- (a) provide notice in writing to the County and Sexsmith of the issue; and
- (b) implement changes to alleviate the issue that will aim to minimize the inconvenience to passengers using the Transit Service.

9.2 The changes implemented by the City in accordance with Article 9.1 may be discussed by the Advisory Committee as soon as practical, and if accepted by it, shall amend Schedule "B1" and/or "B2" to this Agreement, as the case may be. If the Advisory Committee does not accept the changes implemented by the City, the Parties shall proceed to arbitration, provided that the City shall continue to provide the Transit Service with the changes made under Article 9.1 until resolution of the matter or determination by arbitration.

9.3 The County and Sexsmith shall have the following obligations within their respective corporate boundaries and control with respect to Transit Service Rural Route 1 and associated bus stop waiting areas:

- (a) keep the pavement used by the Transit Service in good and substantial repair;
- (b) provide written notice to the City at least five (5) business days in advance of any construction or repairs which will affect the Transit Service Rural Route 1. Emergency repairs shall be made immediately with notice given to the City as soon as possible;
- (c) keep the pavement used by the Transit Service reasonably free of snow, ice, dirt, and debris, and apply sand as seasonal requirements dictate;
- (d) take necessary measures to enforce "no stopping" of vehicles in the designated bus stop waiting areas; and
- (e) provide signage and other customer amenities at the designated bus stop waiting areas.

9.4 The City shall identify any issues related to safe operations within the County and Sexsmith and shall report them to the appropriate department for immediate assessment and agreed remediation. If the agreed to remediation does not occur



within 10 business days from the date notice is provided, then the City, at its sole discretion, may temporarily cease providing the Transit Service until it is satisfied that safe operation can be attained. The City is to temporarily modify the route so safe operations can be maintained rather than temporarily ceasing to provide the Transit Services.

- 9.5 The City shall not be responsible for damage or repair, maintenance or replacement of the pavement on that portion of the Transit Service Rural Route 1 within the respective corporate boundaries and control of the County and Sexsmith or any portion thereof arising out of the proper and reasonable operation of the Transit Service. The City shall exercise reasonable care in operating the Transit Service to not damage the roads of the County or Sexsmith, normal wear and tear excepted.

## **10 SERVICE SUSPENSION**

- 10.1 The City may suspend the provision of Transit Service pursuant to this Agreement at any time by providing written notice of at least forty-eight (48) hours in advance of the suspension if:
- (a) an applicable provincial or federal legislation or permit prohibits the use of the City's bus fleet, which the City intends to use to provide the Transit Service Rural Route 1;
  - (b) the City is unable to develop adequate operating practices to adhere to new or amended provincial or federal legislation or permit within a reasonable time;
  - (c) compliance with the new or amended provincial or federal legislation poses an undue financial or operational burden on the City; or
  - (d) as a result of force majeure (including labour disputes), the City believes that it will be unable to provide the Transit Service Rural Route 1.
- 10.2 If the City suspends the provision of Transit Service Rural Route 1 pursuant to Article 10.1 above, the City shall provide the other Parties with written notice of any additional costs or changes to the Transit Service Rural Route 1 that will be required in order to resume the Transit Service. If the Parties are not able to agree on amendments to the Transit Service Rural Route 1 or revised fees to address additional costs, then this Agreement shall terminate, at the option of the City, ninety (90) days following written notice provided by the City to the other Parties, and the City shall only be responsible for its own costs in association with the discontinuance of the Transit Service Rural Route 1 to the general public as required pursuant to the Operating Authority Certificate.



## **11 TERMINATION**

- 11.1 Any of the Parties may terminate this Agreement, at any time, without cause, by providing written notice to all other Parties at least one hundred and twenty (120) days in advance of the Termination Date ("Notice of Termination").
- 11.2 If either the County or Sexsmith or both jointly, terminate this Agreement without proper notice as outlined in this Agreement, the County or Sexsmith, or both jointly, whichever so terminates, shall be responsible for any additional costs or expenses incurred by the City as a result of the short notice, including but not limited to, costs relating to the planning and scheduling of the Transit Service and any costs relating to the City's obligations with respect to the Operating Authority.
- 11.3 If the City terminates this Agreement without proper notice as outlined in this Agreement, the City shall be responsible for any additional costs or expenses incurred by the County and Sexsmith as a result of the short notice.
- 11.4 The costs associated with providing notice regarding the discontinuance of the Transit Service Rural Route 1 to the general public as required pursuant to the Operating Authority Certificate issued to the City for the Transit Service ("Discontinuance Cost") shall be borne as follows:
- (a) If one of the Parties serves a Notice of Termination on the other Parties, it shall bear the Discontinuance Cost of all Parties and shall reimburse each Party within thirty (30) days of the Termination Date;
  - (b) If two of the Parties serve a Notice of Termination on another Party, they shall jointly be responsible for the remaining Party's Discontinuance Cost and shall reimburse the remaining Party for same within thirty (30) days of the Termination Date; or
  - (c) if all Parties reach an agreement to terminate this Agreement, each shall bear its own Discontinuance Cost.
- 11.5 In the event that a Party serves a Notice of Termination on the other Parties, the remaining Parties shall have the right to negotiate between them provisions for the continuation of the Transit Service Rural Route 1 under a new agreement, which shall commence after the Termination Date.

## **12 INDEMNITY AND LIMITATION OF LIABILITY**

- 12.1 The County and Sexsmith shall be jointly and severally liable to the City for and indemnify and save harmless the City, its servants, agents and employees from and against any and all losses, liabilities, claims, suits, actions, demands,

expenses, damages and costs (and without limiting the generality of the foregoing, including solicitor and client costs) which may be brought or made against the City or which the City may pay or incur and which arises out of or in connection with:

- (a) any of the rights, licenses or privileges granted to the County and/or Sexsmith pursuant to this Agreement;
- (b) any breach, violation or non-performance by the County and/or Sexsmith of its covenants or obligations pursuant to this Agreement;

excepting where such liability arises out of the sole negligence of the City, its servants, agents or employees. In case of contributory negligence, the City shall be responsible for its proportion of loss.

- 12.2 The City shall be liable to the County and Sexsmith for and indemnify and save harmless the County and Sexsmith, their servants, agents and employees from and against any and all losses, liabilities, claims, suits, actions, demands, expenses, damages and costs (and without limiting the generality of the foregoing, including solicitor and client costs) which may be brought or made against the County or Sexsmith which the County or Sexsmith may pay or incur and which arises out of or in connection with:

- (a) any of the rights, licenses or privileges granted to the City pursuant to this Agreement;
- (b) any breach, violation or non-performance by the City of its covenants or obligations pursuant to this Agreement;

excepting where such liability arises out of the sole negligence of the County or Sexsmith, or their servants, agents or employees. In case of contributory negligence, the County and Sexsmith shall be responsible for their respective proportion of loss.

## **13 INSURANCE AND WCB COVERAGE**

- 13.1 The City is to have satisfactory insurance in effect for the operation of the Transit Service.
- 13.2 The City is to have Worker's Compensation Board coverage for workers who provide work related to the Transit Service.

## **14 ARBITRATION**

- 14.1 The Parties agree that all actions, complaints and disputes between them arising



from this Agreement, which cannot be resolved by negotiation between the Parties, shall be resolved by arbitration before a single arbitrator agreed upon by the parties, or in default of such agreement, before a single arbitrator appointed by the Court. Either party may make application to the Court for the appointment of a single arbitrator at any time after thirty (30) days from the date of the dispute. An arbitrator selected by the Parties or appointed by the Court must be qualified to conduct the arbitration by having the knowledge, experience, ability and expertise to perform the arbitration relative to the nature of the dispute between the Parties. Upon agreement, the Parties may agree to a three member arbitration board, with the City, County and Sexsmith each appointing an arbitrator to the arbitration board. Arbitration is in accordance with the *Arbitration Act*, R.S.A. 2000, c. A-43.

- 14.2 Unless agreed otherwise in writing between the Parties, the arbitration shall take place in Edmonton, Alberta.
- 14.3 Subject to judicial review, the decision of the arbitrator shall be final and binding on the Parties.
- 14.4 The Parties may mutually agree to attempt to resolve any dispute or issue which may be referred to arbitration by alternative dispute resolution, including mediation, facilitation or other form of dispute resolution. When alternative dispute resolution is used, the time limits related to arbitration are suspended. If the dispute or issue is resolved using alternative dispute resolution, the resolution is to be in writing.
- 14.5 When there is a dispute between the Parties, reasonable efforts for mitigation are to be taken.
- 14.6 During any arbitration proceedings, the City shall continue to operate the Transit Service in accordance with the terms of this Agreement and any changes or modifications made thereto during the Term of this Agreement.

## **15 COOPERATION**

- 15.1 The City, County and Sexsmith are to work in a spirit of cooperation to make the Transit Service a viable and functional community service.
- 15.2 In the event anyone sues any of the Parties, or files a complaint or other grievance against the Parties which is directly or indirectly related to matters in this Agreement, the Parties will cooperate with each other in any investigation related to it, in defending it and the Parties agree to testify in any proceedings related to it, if requested or required by another Party. This obligation continues to be binding on the Parties after this Agreement ends.
- 15.3 Any negotiations between the Parties are to be in good faith.

## 16 VEHICLES & EQUIPMENT

- 16.1 The vehicles and equipment used by the City in providing the Transit Services are to meet or exceed industry standards, are to be roadworthy and are to comply with applicable laws. Operators of the vehicles and equipment are to be competent.

## 17 GENERAL

- 17.1 **Notices.** All notices, requests, demands or other communications (collectively, "Notices") by the terms hereof required or permitted to be given by one Party to any other Party, or to any other person shall be given in writing by personal delivery or by registered mail, postage prepaid, or by e-mail to such other Party as follows:

- (a) In the case of the City of Grande Prairie, addressed to:

Attention: Steve Harvard, Transit Department  
P.O. Bag 4000, Grande Prairie Alberta  
T8V 6V3

E-mail: [gptransit@cityofgp.com](mailto:gptransit@cityofgp.com)

With a copy to:

Legislative Services, City of Grande Prairie  
Email: [cityclerk@cityofgp.com](mailto:cityclerk@cityofgp.com)

- (b) In the case of The County of Grande Prairie No. 1, addressed to:

Attention: Kathleen Turner, Director FCSS.  
10001 84 Ave, Clairmont Alberta  
T8X 5B2

Email: [kturner@countygpr.ab.ca](mailto:kturner@countygpr.ab.ca)

- (c) In the case of the Town of Sexsmith, addressed to:

Attention: Rachel Wueschner, Chief Administrative Officer  
Box 420, Sexsmith Alberta  
T0H 3C0

Email: [admin@sexsmith.ca](mailto:admin@sexsmith.ca)



or at such other address as may be given by such person to the other Parties in writing from time to time.

- 17.2 **FOIP.** The Parties acknowledges that they are all subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c.F-25 [FOIP] and that as such, any Party may be requested to disclose any records relating to this Agreement and under their custody or control, including, without limitation, the contents of this Agreement. Any such disclosure will be made in accordance with the provisions of FOIP. Non-disclosure of information requested is according to the exemption from disclosure provisions in FOIP or other applicable privacy laws. When a request for disclosure has been made to one Party for matters which are directly or indirectly related to this Agreement, the other Parties are to be made aware of the type and nature of the request for disclosure before any records are disclosed.
- 17.3 **MGA.** Nothing in this Agreement shall constitute the granting by any of the Parties of any approval or permit as may be required pursuant to the MGA, and any amendments thereto, and any other legislation in force in the Province of Alberta. The Parties, as far as they can legally do so, shall only be bound to comply with and carry out the terms and conditions of this Agreement, and nothing in this Agreement restricts the Parties, or their respective municipal councils, officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.
- 17.4 **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the Parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the Parties hereto. Any schedules referred to herein are incorporated by reference and form part of the Agreement.
- 17.5 **Severability.** If, and only to the extent that, any provision of this Agreement is declared or found to be illegal, unenforceable or void, then the Parties shall be relieved of all obligations arising under such provision, it being the intent and agreement of the Parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable and to achieve the same objective as shall be substituted. The remainder of this Agreement is not affected by such declaration and shall be enforced to the extent permitted by law.


- 17.6 **Governing Laws.** This Agreement shall be construed and governed by the laws of the Province of Alberta. The Parties are to comply with applicable laws.
- 17.7 **Gender.** All references shall be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or female person, or a corporation or partnership.
- 17.8 **Headings.** The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.
- 17.9 **Legislative References.** Any reference to any specific provision of any legislation shall be deemed to include any other provision enacted in substitution or replacement thereof whether by amendment, revision or consolidation or by the enactment of separate legislation.
- 17.10 **Non-Waiver.** The waiver by any of the Parties of the strict performance of any term or condition in this Agreement shall not constitute a waiver of any other term or condition nor shall it be deemed a waiver of any subsequent breach of the same or of any other term or condition in this Agreement.
- 17.11 **Amendment or Modification.** This Agreement shall not be modified, varied or amended except by the written agreement of the Parties.
- 17.12 **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon each of the Parties hereto and each of their respective personal representatives, successors, including successors in title, administrators and assigns.
- 17.13 **Counterparts.** This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterpart together shall be but one and the same instrument.
- 17.14 **Transmission by Email.** The Parties agree that this Agreement may be transmitted by email in PDF format and that the reproduction of signatures by email will be treated as binding as if originals and each Party undertakes to provide each and every other Party with a copy of the Agreement bearing original signatures forthwith upon demand.

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals on the date and year first written above.




**County of Grande Prairie No. 1**

Per:   
Reeve


Per: 

**Town of Sexsmith**

Per:   
Acting Mayor

Per:   
CAO

**City of Grande Prairie**

Per:   
Mayor

Per:   
Corporate Services Director

## TERMS OF REFERENCE

### Schedule A

Committee Name: Grande Prairie and Area Transportation Pilot Project Advisory Committee ("Advisory Committee")

Approved By: to be approved by Advisory Committee

#### 1.0 Purpose

1.1 The purpose of the Advisory Committee is:

- (a) to consider challenges, successes and ongoing operations pertaining to the Rural Transportation Pilot Project with respect to Transit Service Rural Route 1 ("Pilot Project");
- (b) to make recommendations to the Municipal Councils involved in the Pilot Project during the Term; and
- (c) to develop a plan for regional public transit service after the Term.

#### 2.0 Duties/Mandate

2.1 The Advisory Committee is composed of Administration staff from municipalities participating in the Pilot Project that will:

- (a) review and provide recommendations on Pilot Project challenges;
- (b) review and document Pilot Project successes;
- (c) provide an opportunity to resolve issues at a local level
- (d) provide a forum to disseminate information
- (e) encourage consultation with partners
- (f) make recommendations to Municipal Councils with respect to the Pilot Project, and ongoing regional public transit service plans.

2.2 The Advisory Committee may by resolution remove a member and amend these Terms of Reference as necessary.

#### 3.0 Membership

3.1 The Advisory Committee is composed of the following voting members or their alternates:

- (a) an administrative representative from the County of Grande Prairie;
- (b) an administrative representative from the City of Grande Prairie;
- (c) an administrative representative from the Town of Sexsmith;
- (d) an administrative representative from the Town of Beaverlodge;
- (e) an administrative representative from the Town of Wembley; and
- (f) an administrative representative from the Village of Hythe.

3.2 The Chair of the Advisory Committee will be the representative from the County of Grande Prairie.



3.3 The voting members will appoint the Vice Chair of the Advisory Committee.

3.4 In the event of a tie vote, the vote of the Chair determines the resolution.

#### 4.0 Operations

4.1 The Advisory Committee shall meet at least on a quarter annual basis and may meet as often as deemed necessary by the members.

4.2 A quorum of the voting members of the Advisory Committee shall be a majority of the members as listed in section 3.1.

4.3 All formal recommendations of the Advisory Committee shall be duly passed by a majority of the voting members present or in the event of a tie, as noted in section 3.3.

4.4 The Advisory Committee shall review monthly reports of metrics provided by the City of Grande Prairie.

4.5 Members of the Advisory Committee shall bring forth feedback from their respective municipalities.

4.6 Members of the Advisory Committee shall develop a plan based on the results of the Pilot Project that addresses the regional public transit service after the Term.

4.7 For each meeting of the Advisory Committee, one of the participating municipalities shall provide a recording secretary whose responsibilities include the following:

- (a) preparing meeting agendas and distributing them to all members of the Advisory Committee in advance of the meeting;
- (b) preparing minutes of the meeting; and
- (c) forwarding the approved meeting minutes to all members of the Advisory Committee.

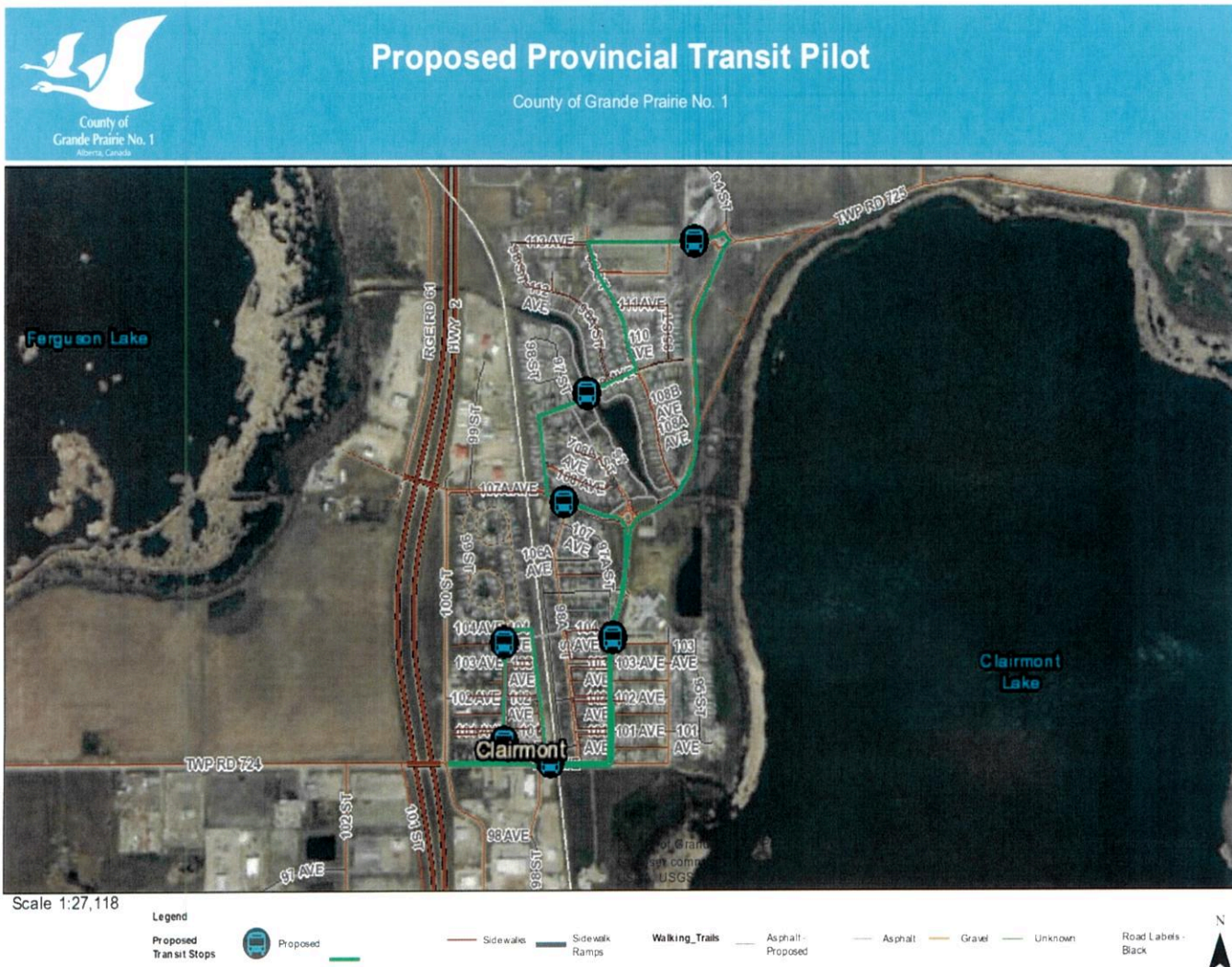
Schedule B1  
Rural Route 1  
City of Grande Prairie/ County of Grande Prairie

				Sexsmith
Phase 1 Morning Trips	AM Trip 1	AM Trip 2	AM Trip 3	AM Trip 4
Leave TCM	640	740	840	940
Leave Prairie Mall	650	750	850	950
Arrive Clairmont(start in town route)	700	800	900	-
Arrive Sexsmith	-	-	-	1010
Leave Sexsmith	-	-	-	1015
Arrive Clairmont(start in town route)	-	-	-	1030
Leave Clairmont after in town routing	720	820	920	1050
Arrive Prairie Mall	730	830	930	1100
Arrive TCM	740	840	940	1110
		Sexsmith		
Phase 1 Afternoon Trips	PM Trip 1	PM Trip 2	PM Trip 3	PM Trip 4
Leave TCM	1450	1550	1725	1825
Leave Prairie Mall	1500	1600	1735	1835
Arrive Clairmont (start in town route)	1510	1610	1745	1845
Leave Clairmont after in town routing	1530	1630	1805	1905
Arrive Sexsmith	-	1650	-	-
Leave Sexsmith	-	1655	-	-
Arrive Prairie Mall	1540	1715	1815	1915
Arrive TCM	1550	1725	1825	1925



Schedule B1:  
Clairmont Stops:

Clairmont
104 Ave at Mailbox in front of School
Lakeview Seniors Home on 109th Ave at outfall
107 A ave and 98 A Street
100th Ave at 98 Street
99 Street and 103 Ave at the Mailboxes at the Vacant lot
99 Street and 101 Ave at the Mailboxes



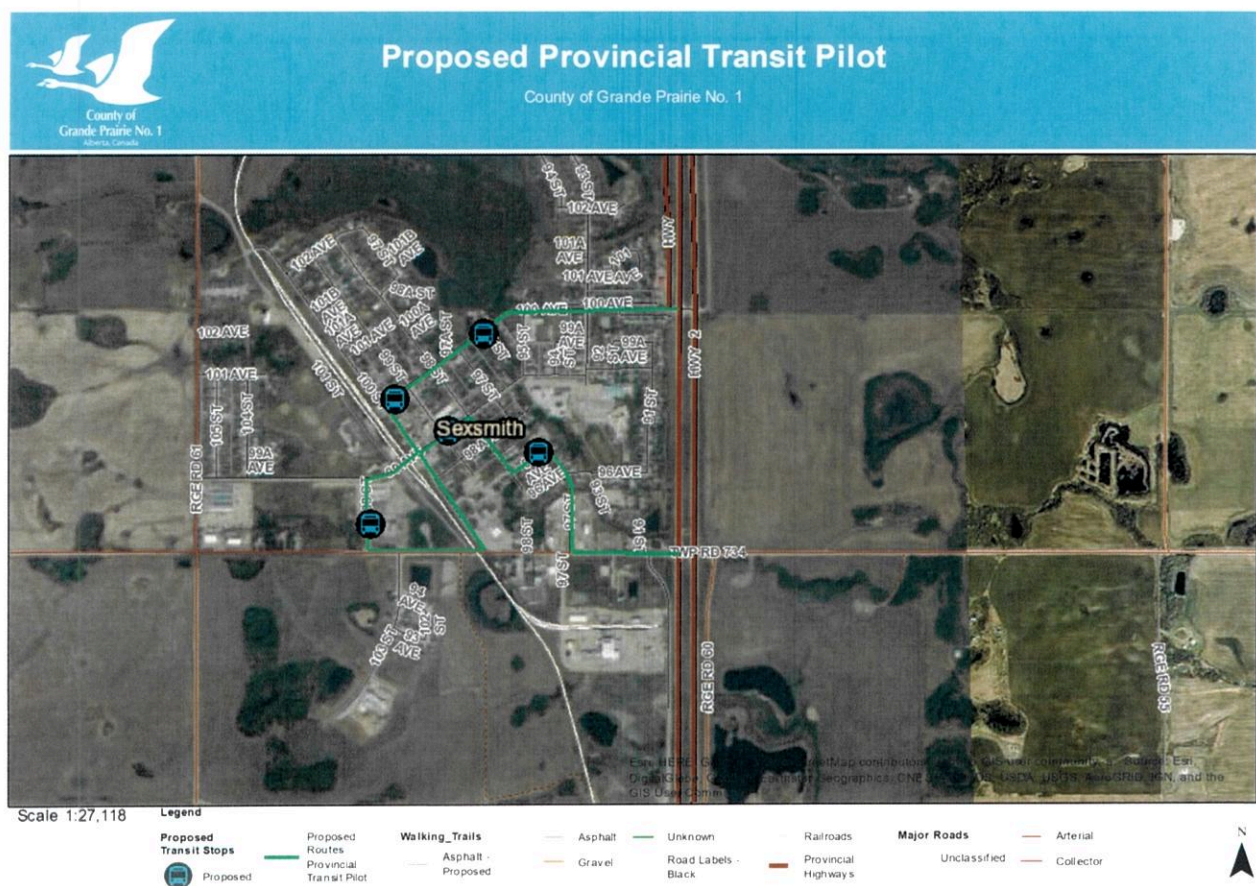
Schedule B2  
Rural Route 1  
City of Grande Prairie/ County of Grande Prairie/Town of Sexsmith

				Sexsmith
Phase 1 Morning Trips	AM Trip 1	AM Trip 2	AM Trip 3	AM Trip 4
Leave TCM	640	740	840	940
Leave Prairie Mall	650	750	850	950
Arrive Clairmont(start in town route)	700	800	900	-
Arrive Sexsmith	-	-	-	1010
Leave Sexsmith	-	-	-	1015
Arrive Clairmont(start in town route)	-	-	-	1030
Leave Clairmont after in town routing	720	820	920	1050
Arrive Prairie Mall	730	830	930	1100
Arrive TCM	740	840	940	1110
		Sexsmith		
Phase 1 Afternoon Trips	PM Trip 1	PM Trip 2	PM Trip 3	PM Trip 4
Leave TCM	1450	1550	1725	1825
Leave Prairie Mall	1500	1600	1735	1835
Arrive Clairmont (start in town route)	1510	1610	1745	1845
Leave Clairmont after in town routing	1530	1630	1805	1905
Arrive Sexsmith	-	1650	-	-
Leave Sexsmith	-	1655	-	-
Arrive Prairie Mall	1540	1715	1815	1915
Arrive TCM	1550	1725	1825	1925



### Sexsmith Stops:

SEXSMITH
97th Ave at Sunset Homes
99 Ave and 99 Street at the Civic Centre
103 Street at Heritage Point
100th Ave across from Denture Clinic
100th Ave & 96 Street



Rural Transportation Pilot Project  
Schedule C  
FEES

Rural Transportation Pilot Project Fee Schedule

Sexsmith/Clairmont Route (Rural Route 1).

Estimated Daily Revenue Hours 9.25	Hourly Fee \$99.01	10% Admin Fee \$9.90	Total Hourly Fee \$108.91	Estimated Monthly Cost. \$21827.38
--	-----------------------	-------------------------	---------------------------------	---------------------------------------

1. Service operates Monday to Friday.
2. No service on weekends or statutory Holidays
3. Per Hour Costs include:
  - Use of City of Grande Prairie Buses.
  - Provision of a spare bus, when necessary.
  - Fully trained Transit Operator.
  - Bus Maintenance and fuel.
  - Access to City of Grande Prairie Automatic Vehicle Location software known as "Where's my Ride"
  - Administrative support including provision of printed material.
  - Access to the City of Grande Prairie customer contact Centre for any issues related to this transit service.



Rural Transportation Pilot Project  
Schedule D  
Fares (DRAFT)

Rural Transportation Pilot Project Fare Schedule

Adult	\$5.00
Seniors	\$5.00
Youth 12 and up	\$5.00
Children 11 and under free when accompanied by adult	



November 2, 2018

**TO WHOM IT MAY CONCERN:**

I hereby appoint **Deputy Reeve Ross Sutherland** as Acting Reeve for the County of Grande Prairie No. 1 in my absence from October 29 to November 18, 2018.

26<sup>th</sup> day of October, A.D. 2018.

  
Leanne Beaupre  
Reeve