

ANNUAL OPERATING AGREEMENT
AMENDMENT 1

(Conventional/Custom)

between

Regional District of Nanaimo

and

British Columbia Transit

Effective
April 1, 2024

CONTENTS

SECTION 1: DEFINITIONS	3
SECTION 2: INCORPORATION OF MASTER AGREEMENT	3
SECTION 3: TERM AND RENEWAL.....	5
SECTION 4: SCHEDULES	6
SECTION 5: MISCELLANEOUS PROVISIONS	6
SECTION 6: FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY.....	6
SECTION 7: LOCAL CONTRIBUTIONS AND RESERVES	7
SECTION 8: SAFE RESTART CONTRIBUTION	8
SECTION 9: NOTICES AND COMMUNICATIONS.....	8
SCHEDULE A – TRANSIT SERVICE AREA BOUNDARIES	10
SCHEDULE B – SERVICE SPECIFICATIONS	11
SCHEDULE C – BUDGET	14
SCHEDULE D – PAYMENT SCHEDULE	15
SCHEDULE E – FARES	16
SCHEDULE F – PRIVACY PROTECTION SCHEUDLE	18

ANNUAL OPERATING AGREEMENT

April 1, 2024 – March 31, 2025

BETWEEN: **Regional District of Nanaimo**
(the "Municipality" and the "Operating Company")

AND: **British Columbia Transit**
(the "Authority")

WHEREAS the Municipality and the Authority are authorized to share in the costs of providing a Public Passenger Transportation System pursuant to the *British Columbia Transit Act*;

WHEREAS the Municipality is authorized to operate, manage and maintain a Public Passenger Transportation System within the Transit Service Area;

WHEREAS the parties hereto have entered into a Master Operating Agreement effective which sets out the general rights and responsibilities of the parties hereto;

AND WHEREAS the parties hereto wish to enter into an Annual Operating Agreement which sets out, together with the Master Agreement, the specific terms and conditions for the operation of the Public Passenger Transportation System for the upcoming term.

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: DEFINITIONS

Unless agreed to otherwise in the Annual Operating Agreement, the definitions set out in the Master Agreement shall apply to this Annual Operating Agreement including:

- a) **"Annual Operating Agreement"** shall mean this Annual Operating Agreement and any Annual Operating Agreement Amendment negotiated and entered into by the parties subsequent hereto;
- b) **"Master Agreement"** shall mean the Master Joint Operating Agreement, including any amendments made thereto;
- c) **"Incurred"** means an event or transaction has taken place for which an obligation to pay exists, even if an invoice has not been received, such that the underlying evidence indicates there is little or no discretion to avoid the obligation. The value of the obligation is to be calculated in accordance with recognized Canadian accounting standards.

SECTION 2: INCORPORATION OF MASTER AGREEMENT

Incorporation of Master Agreement into Annual Operating Agreement

Upon execution, this Annual Operating Agreement shall be deemed integrated into the Master Agreement and thereafter the Master Agreement and the current Annual Operating Agreement shall be read together as a single integrated document and shall be deemed to be the Annual Operating Agreement for the purposes of the *British Columbia Transit Act*, as amended from time to time.

Amendments to Master Agreement

The parties agree to amend the Master Agreement as follows:

- (a) To remove section 13 in its entirety and replace it with the following:

“SECTION 13 - INSURANCE

13.1 Insurance: The Operating Company and the Authority shall purchase and maintain in force throughout the term of this Master 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 Master Agreement and the Annual Operating Agreement.

13.2 Minimum Insurance Coverage Requirements: The following insurance coverage shall be purchased and maintained throughout the term of this Master Agreement and the Annual Operating Agreement:

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 Master Agreement as follows:
 - i. Third-party liability insurance of five million dollars (\$5,000,000.00) per occurrence purchased from the Insurance Corporation of British Columbia.
- b) The Authority shall purchase and maintain insurance on all revenue vehicles used by the Operating Company in the operation of the Public Passenger Transportation System under this Master Agreement as follows:
 - i. Third-Party Liability insurance in excess of five million dollars (\$5,000,000.00) to a minimum limit of twenty-five million dollars (\$25,000,000.00).

2. Physical Assets Leased from the Authority (where applicable)

- a) 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.
- b) 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 and Canada.
- c) The amount of such insurance for the respective categories of physical assets shall be not less than as follows:
 - i. 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.
 - ii. 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.
- d) The Authority may, in its sole discretion, self-insure part or all of the insurance requirements hereunder.

3. Physical Assets Owned by the Operating Company or Leased from a Party Other than the Authority

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

4. Comprehensive General Liability Insurance

- a) The Authority shall take out and maintain comprehensive general liability insurance (CGL) covering the operation of the Public Passenger Transportation System specified in Schedule “B” of the Annual Operating 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.
- b) The Authority’s CGL does not extend to cover non-transit activities a company may be engaged in. If the Operating Company performs work outside of the terms of this Master Agreement and/or the Annual Operating Agreement, the Operating Company will require separate insurance coverage for that work which provides a waiver of subrogation in favour of BC Transit.

5. Additional Covenants

- a) The Operating Company covenants that it shall not knowingly permit, suffer, allow or connive the use or operation of any vehicle in respect of this Master Agreement by any person, or in any way, or for any purpose, contrary to the provisions of this Master Agreement or the provisions of the *Insurance (Vehicle) Act* or any other applicable legislation and related regulations. 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 Master Agreement and/or the Annual Operating Agreement shall be restricted and limited to the provisions of this section 13.”
- (b) To remove section 10.1 in its entirety and replace it with the following:
“10.1 As outlined in Operations Notices 19_02 and 19_03 and Fleet Management RTS Connect requirements as established or amended by the Authority.”
- (c) To remove section 3.2 in its entirety and replace it with the following:
“3.2 Maintenance Payment: The Authority agrees to pay the Municipality upon approval of submitted work orders, and in accordance with the Budget contained in Schedule “C” of the Annual Operating Agreement, for all parts and labour for maintenance of the transit vehicles, and all insurance deductible payments upon presentation of suitable documentation. The amount paid for parts shall not exceed the amount paid by the Municipality and shall be net of GST.”

SECTION 3: TERM AND RENEWAL

The term of this agreement shall be from April 1, 2024, to March 31, 2025, except as otherwise provided herein. It is acknowledged by the parties that in the event renewal of the Annual Operating Agreement has not been executed before the end of this term, this agreement shall remain in full effect for an additional 180 days or until either:

- a) renewal of the Annual Operating Agreement is executed; or
- b) termination as per section 15.1 of the Master Operating Agreement.

It is further acknowledged by the parties that in the event of termination or non-renewal of the Annual Operation Agreement, the Master Agreement shall likewise be terminated or not renewed, as the case may be.

SECTION 4: SCHEDULES

Schedules: The schedules attached hereto shall form part of the Annual Operating Agreement and be binding upon the parties hereto as though they were incorporated into the body of this Agreement.

- a) Schedule A – Transit Service Area
- b) Schedule B – Service Specifications
- c) Schedule C – Budget
- d) Schedule D – Payment Schedule
- e) Schedule E – Tariff-Fares
- f) Schedule F – Privacy Protection Schedule

SECTION 5: MISCELLANEOUS PROVISIONS

- 5.1 Amendment: This Annual Operating Agreement and the Schedules attached hereto may be amended only with the prior written consent of all parties.
- 5.2 Assignment: This Annual Operating Agreement shall not be assignable without the prior written consent of the other parties.
- 5.3 Enurement: The Annual Operating Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors.
- 5.4 Pets on Buses: Notwithstanding the provisions of section 9.7 of the Master Joint Operating Agreement, pets on buses are permitted under guidelines agreed to by the parties to this agreement.
- 5.5 Counterparts: This contract and any amendment hereto may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be considered to be one and the same contract. A signed facsimile or PDF copy of this contract or any amendment, shall be effective and valid proof of execution and delivery.

SECTION 6: FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 6.1 This Agreement and the parties thereto are subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c 165 ("FOIPPA"). Any information developed in the performance of the Agreement, or any personal information obtained, collected, stored pursuant to this Agreement, including database information, shall be deemed confidential and subject to the provisions of FOIPPA including the handling, storage, access and security of such information. Confidential information shall not be disclosed to any third party except as expressly permitted by the Authority or pursuant to the requirements of FOIPPA.
- 6.2 The Operating Company agrees it shall be solely responsible to ensure it complies with all of the requirements of FOIPPA and it shall exercise extra due care and diligence in the protection and security of any and all personal information of customers or passengers. Notwithstanding the foregoing, the Operating Company agrees that, if requested by the Authority, it will follow the direction of the Authority, taking all direction and meeting all deadlines for provision of information and responses as required by the Authority in compliance with FOIPPA.
- 6.3 The Operating Company agrees that its duty to comply with FOIPPA, and the provisions of section 6 of this Agreement shall survive termination of the Agreement, including its cancellation for any reason under any other section of the Agreement.

- 6.4 The parties further agree to the application and terms more particularly set out in Schedule F Privacy Protection Schedule which shall be in addition to the foregoing. In the event of a conflict between this Agreement and the Schedule, this Agreement shall govern.

SECTION 7: LOCAL CONTRIBUTIONS AND RESERVES

British Columbia Transit service is provided using a cost-sharing model. Where any transit-related contributions are received and/or third-party revenues are earned that are in excess of expenses, the Authority is required to hold these excess funds in a reserve account for use against transit-related expenditures in future years. When unanticipated expenditures occur that were not included in the budget and cannot be covered by reserves, the Authority will seek to recover these based on the cost-sharing ratios between the Municipality and the Authority.

Eligible Operating Expenses

The Authority will invoice the Municipality and collect on monthly invoices based on incurred eligible operating expenses to provide Transit Service. Eligible operating expenses are comprised of the following costs of providing Public Passenger Transportation Systems:

- a) *For Conventional Transit Service:*
 - i. the operating costs for providing Conventional Transit Service excluding interest and amortization;
 - ii. the amount of any operating lease costs of BC Transit for Conventional Transit Services;
 - iii. the amount of the municipal administration charge not exceeding 2% of the direct operating costs payable under an Annual Operating Agreement;
 - iv. an amount of the annual operating costs of the authority not exceeding those costs payable under an Annual Operating Agreement;
- b) *For Custom Transit Service:*
 - i. the operating costs for providing Custom Transit Service excluding interest and amortization, but including the amount paid by the Authority to redeem taxi saver coupons issued under the Taxi Saver Program after deducting from that amount the amount realized from the sale of those coupons;
 - ii. the amount of any operating lease costs of the Authority for Custom Transit Service;
 - iii. the amount of the municipal administration charge not exceeding 2% of the direct operating costs payable under an Annual Operating Agreement; and,
 - iv. an amount of the annual operating costs of the authority not exceeding those costs payable under an Annual Operating Agreement;
- c) Eligible operating expenses exclude the costs of providing third-party 100%-funded services.
- d) Annual operating costs of the Authority are operations, maintenance and administration costs that are for the shared benefit of all transit systems operated by the Authority. These costs are allocated to each transit system on a pro rata basis based on the nature of the costs.

Lease Fees

The Authority will invoice the Municipality and collect on monthly invoices for lease fees on tangible capital assets owned by the Authority that are used in the provision of transit service. Lease fees are comprised of the following:

- a. The Municipality's fee for use of the asset, including for the costs of acquisition, construction, development and betterment of the asset and the costs of installing the asset at the location and condition necessary for its intended use;
- b. Debt financing and risk-related charges or costs payable on assets;

- c. Payment into a reserve fund for preventative maintenance and major repair of assets owned or leased by the authority;
- d. Amounts sufficient for the Authority to recover all other costs relating to the asset, including, but not limited to taxes and administrative charges.

Where lease fees are received that exceed actual asset-related expenses in any given period, these will be placed in a pooled reserve. This reserve will be used to offset against future lease fees as outlined above.

Reserve Funds

The Authority will establish the following for each transit system to record the contributions that have been received but not yet earned as follows:

- a. **Local Transit Fund:** Contributions by the Municipality towards eligible operating expenses that have been received but not matched with a Provincial share contribution will be deferred in the Local Transit Fund.
 - i. Any expenditure of monies from the Local Transit Fund will:
 - 1. only be credited towards the Municipality's share of expenses for the transit system for which it was collected.
 - 2. be applied to reduce Municipal invoices at the discretion of the Municipality as agreed to under the Annual Operating Agreement or amendments as required.
 - ii. The Local Transit Fund may be used towards lease fees.
 - iii. The Authority will provide a quarterly statement of account of the Local Transit Fund balance including contributions, amounts utilized and interest earned.

SECTION 8: SAFE RESTART CONTRIBUTION

Under the Safe Restart Program, the federal and provincial governments provided joint, non-recurring contributions to transit systems in British Columbia (the "Safe Restart Contribution") in 2020/21 and 2021/22.

The Authority applied the Safe Restart Contributions as follows:

- a) As an allocation towards the Municipality's share of eligible operating expenses in the fiscal year of the contribution;
- b) After applying the allocation of Safe Restart Contribution, any excess contributions received from the Municipality were deferred to the Local Transit Fund;
- c) The Authority will apply the remaining Local Transit Fund balance to reduce 2022/23 and future municipal invoices at the discretion of the Municipality as agreed to under an Annual Operating Agreement or amendments as required.

It is expected that by receiving the Safe Restart contribution, the Municipality will work with the Authority to maintain targeted essential transit service levels by not reducing transit service below existing planned service levels and maintain affordability by limiting annual fare increases to an average of 2.3% from April 1, 2020 through March 31, 2025.

SECTION 9: NOTICES AND COMMUNICATIONS

All notices, claims and communications required or permitted to be given hereunder shall be in writing and shall be sufficiently given if personally delivered to a designated officer of the parties hereto to whom it is addressed where an electronic signed document is emailed to the parties or if mailed by prepaid registered mail to the Authority at:

British Columbia Transit
c/o Executive Assistant, Strategy and Public Affairs
PO Box 9861
520 Gorge Road East
Victoria, BC V8W 9T5

and to the Municipality at:

Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

and, if so mailed, shall be deemed to have been received five (5) days following the date of such mailing.

IN WITNESS WHEREOF, the parties have hereunto set their hand this _____ day of _____, 2024.

Regional District of Nanaimo

British Columbia Transit

Vice President, Strategy and Public Affairs

Vice President, Finance and Chief Financial Officer

SCHEDULE A – TRANSIT SERVICE AREA BOUNDARIES

The boundaries of the Municipal Transit Service Area shall be defined as follows:

The boundaries of the Nanaimo Regional Transit Service Area shall include the corporate boundaries of the City of Nanaimo, the City of Parksville, the Town of Qualicum Beach, the District of Lantzville and Regional District of Nanaimo Electoral Areas A, C, E, G and H.

The Nanaimo–Cowichan Express (NCX) Service shall also include major travel corridors in the Cowichan Valley Regional District on which Revenue Service Vehicles operate

SCHEDULE B – SERVICE SPECIFICATIONS

NANAIMO CONVENTIONAL AOA AMENDMENT 24/25												
Feb 28, 2025 07:33 AM			Revenue Service Summary									
Scheduled Service Hours												
24/25 Apr to Jun (Apr 01, 2024 to Jun 29, 2024)												
	Mon	Tue	Wed	Thu	Fri	Sat	Sun					
Hrs/Day	433.68	436.03	436.03	436.03	436.03	287.53	170.95					
Kms/Day	10,772.11	10,908.77	10,908.77	10,908.77	10,908.77	7,477.50	4,365.24					
24/25 Jun to Aug (Jun 30, 2024 to Aug 31, 2024)												
	Mon	Tue	Wed	Thu	Fri	Sat	Sun					
Hrs/Day	382.71	385.86	385.86	385.86	385.86	287.53	170.95					
Kms/Day	9,886.46	10,022.97	10,022.97	10,022.97	10,022.97	7,477.50	4,365.24					
24/25 Sep to Dec (Sep 01, 2024 to Dec 21, 2024)												
	Mon	Tue	Wed	Thu	Fri	Sat	Sun					
Hrs/Day	433.68	436.03	436.03	436.03	436.03	287.53	170.95					
Kms/Day	11,908.50	11,883.17	11,883.17	11,883.17	12,126.91	8,577.62	4,693.20					
24/25 Dec to Jan (Dec 22, 2024 to Jan 04, 2025)												
	Mon	Tue	Wed	Thu	Fri	Sat	Sun					
Hrs/Day	382.71	385.86	385.86	385.86	385.86	287.53	170.95					
Kms/Day	9,886.46	10,022.97	10,022.97	10,022.97	10,022.97	7,477.50	4,365.24					
24/25 Jan to Mar (Jan 05, 2025 to Mar 31, 2025)												
	Mon	Tue	Wed	Thu	Fri	Sat	Sun					
Hrs/Day	459.22	464.83	464.83	464.83	459.41	304.31	193.73					
Kms/Day	11,406.49	11,629.30	11,629.30	11,629.30	11,493.70	7,913.88	4,946.93					
Extra Service Hours												
	Apr, 2024	May, 2024	Jun, 2024	Jul, 2024	Aug, 2024	Sep, 2024	Oct, 2024	Nov, 2024	Dec, 2024	Jan, 2025	Feb, 2025	Mar, 2025
Extra(OL) Hours	82.22	82.22	-	-	-	127.22	107.22	93.22	139.94	82.22	82.22	82.22
Extra(OL) Kilometers	1,726.62	1,726.62	-	-	-	2,671.62	2,251.62	1,957.62	2,938.74	1,726.62	1,726.62	1,726.62
Monthly Summary												
	Revenue Hours			Revenue Kilometers								
Month	Scheduled	Extra	Total	Scheduled	Extra	Total						
April, 2024	11,268.68	82.22	11,350.90	283,386	1,727	285,113						
May, 2024	11,590.48	82.22	11,672.70	291,319	1,727	293,046						
June, 2024	11,003.60	-	11,003.60	276,842	-	276,842						
July, 2024	10,481.19	-	10,481.19	271,696	-	271,696						
August, 2024	10,386.01	-	10,386.01	269,287	-	269,287						
September, 2024	10,624.29	127.22	10,751.51	293,338	2,672	296,010						
October, 2024	11,590.48	107.22	11,697.70	319,929	2,252	322,181						
November, 2024	11,005.95	93.22	11,099.17	304,984	1,958	306,942						
December, 2024	10,919.75	139.94	11,059.69	296,760	2,939	299,699						
January, 2025	12,464.41	82.22	12,546.63	311,594	1,727	313,320						
February, 2025	10,979.15	82.22	11,061.37	275,554	1,727	277,281						
March, 2025	12,201.90	82.22	12,284.12	306,863	1,727	308,590						
Total	134,515.89	878.70	135,394.59	3,501,552	18,453	3,520,005						

Nanaimo Custom Base Budget Official AOA

2024/2025

Nanaimo Custom Base Budget Official AOA 2024/2025

Revenue Service Summary

Effective Apr 01, 2024

Scheduled Revenue Service

24/25 Apr to Mar (Apr 01, 2024 to Mar 31, 2025)

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Hrs/Day	84.91	112.38	109.48	117.33	104.67	20.00	8.00	
Kms/Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Flexible Hours

	Apr, 2024	May, 2024	Jun, 2024	Jul, 2024	Aug, 2024	Sep, 2024	Oct, 2024	Nov, 2024	Dec, 2024	Jan, 2025	Feb, 2025	Mar, 2025
	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20

Extra Revenue Service

	Apr, 2024	May, 2024	Jun, 2024	Jul, 2024	Aug, 2024	Sep, 2024	Oct, 2024	Nov, 2024	Dec, 2024	Jan, 2025	Feb, 2025	Mar, 2025

Adjusted Revenue Service

	Apr, 2024	May, 2024	Jun, 2024	Jul, 2024	Aug, 2024	Sep, 2024	Oct, 2024	Nov, 2024	Dec, 2024	Jan, 2025	Feb, 2025	Mar, 2025

2024/2025 Calendar Specification

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2024 to Apr 30, 2024	4	5	4	4	4	4	4	1	30	Apr 01, 2024 Easter Monday 2024 (Mon)
May 01, 2024 to May 31, 2024	3	4	5	5	5	4	4	1	31	##### Victoria Day 2024 (Mon)
Jun 01, 2024 to Jun 30, 2024	4	4	4	4	4	5	5	0	30	Jul 01, 2024 Canada Day 2024 (Mon)
Jul 01, 2024 to Jul 31, 2024	4	5	5	4	4	4	4	1	31	Aug 05, 2024 BC Day 2024 (Mon)
Aug 01, 2024 to Aug 31, 2024	3	4	4	5	5	5	4	1	31	Sep 02, 2024 Labour Day 2024 (Mon)
Sep 01, 2024 to Sep 30, 2024	3	4	4	4	4	4	5	2	30	Sep 30, 2024 Truth and Reconciliation 2024 (Mon)
Oct 01, 2024 to Oct 31, 2024	3	5	5	5	4	4	4	1	31	Oct 14, 2024 Thanksgiving Day 2024 (Mon)
Nov 01, 2024 to Nov 30, 2024	3	4	4	4	5	5	4	1	30	Nov 11, 2024 Remembrance Day 2024 (Mon)
Dec 01, 2024 to Dec 31, 2024	5	5	3	3	4	4	5	2	31	Dec 25, 2024 Christmas Day 2024 (Wed)
Jan 01, 2025 to Jan 31, 2025	4	4	4	5	5	4	4	1	31	Dec 26, 2024 Boxing Day 2024 (Thu)
Feb 01, 2025 to Feb 28, 2025	3	4	4	4	4	4	4	1	28	Jan 01, 2025 New Year's Day 2025 (Wed)
Mar 01, 2025 to Mar 31, 2025	5	4	4	4	4	5	5	0	31	Feb 17, 2025 Family Day 2025 (Mon)
Total	44	52	50	51	52	52	52	12	365	12 Exceptions

Monthly Summary

Month	Custom Transit							
	Revenue Hours				Revenue Kilometers			
	Scheduled	Extra	Flexible	Adjusted	Total	Scheduled	Extra	Adjusted
April, 2024	2,339.46		3.20		2,342.66	0.00		
May, 2024	2,473.65		3.20		2,476.85	0.00		
June, 2024	2,255.08		3.20		2,258.28	0.00		
July, 2024	2,448.94		3.20		2,452.14	0.00		
August, 2024	2,384.17		3.20		2,387.37	0.00		
September, 2024	2,150.17		3.20		2,153.37	0.00		
October, 2024	2,481.36		3.20		2,484.56	0.00		
November, 2024	2,266.84		3.20		2,270.04	0.00		
December, 2024	2,205.56		3.20		2,208.76	0.00		
January, 2025	2,449.08		3.20		2,452.28	0.00		
February, 2025	2,142.17		3.20		2,145.37	0.00		
March, 2025	2,339.99		3.20		2,343.19	0.00		
Total	27,936.47	0.00	38.40	0.00	27,974.87	0.00	0.00	0.00

Nanaimo Cowichan Express Base Budget Official AOA

2024/2025

Nanaimo Cowichan Express Base Budget Official AOA 2024/2025

Revenue Service Summary

Effective Apr 01, 2024

Scheduled Revenue Service

24/25 Apr to Mar (Apr 01, 2024 to Mar 31, 2025)

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Apr 01, 2024	Dec 26, 2024
Hrs/Day	17.57	17.57	17.57	17.57	17.57	15.05	0.00	15.05	15.05
Kms/Day	757.12	757.12	757.12	757.12	757.12	648.96	0.00	648.96	648.96

Extra Revenue Service

	Apr, 2024	May, 2024	Jun, 2024	Jul, 2024	Aug, 2024	Sep, 2024	Oct, 2024	Nov, 2024	Dec, 2024	Jan, 2025	Feb, 2025	Mar, 2025

Adjusted Revenue Service

	Apr, 2024	May, 2024	Jun, 2024	Jul, 2024	Aug, 2024	Sep, 2024	Oct, 2024	Nov, 2024	Dec, 2024	Jan, 2025	Feb, 2025	Mar, 2025

2024/2025 Calendar Specification

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2024 to Apr 30, 2024	4	5	4	4	4	4	4	1	30	Apr 01, 2024 Easter Monday 2024 (Mon)
May 01, 2024 to May 31, 2024	3	4	5	5	5	4	4	1	31	##### Victoria Day 2024 (Mon)
Jun 01, 2024 to Jun 30, 2024	4	4	4	4	4	5	5	0	30	Jul 01, 2024 Canada Day 2024 (Mon)
Jul 01, 2024 to Jul 31, 2024	4	5	5	4	4	4	4	1	31	Aug 05, 2024 BC Day 2024 (Mon)
Aug 01, 2024 to Aug 31, 2024	3	4	4	5	5	5	4	1	31	Sep 02, 2024 Labour Day 2024 (Mon)
Sep 01, 2024 to Sep 30, 2024	3	4	4	4	4	4	5	2	30	Sep 30, 2024 Truth and Reconciliation D.
Oct 01, 2024 to Oct 31, 2024	3	5	5	5	4	4	4	1	31	Oct 14, 2024 Thanksgiving Day 2024 (Mon)
Nov 01, 2024 to Nov 30, 2024	3	4	4	4	5	5	4	1	30	Nov 11, 2024 Remembrance Day 2024 (Mon)
Dec 01, 2024 to Dec 31, 2024	5	5	3	3	4	4	5	2	31	Dec 25, 2024 Christmas Day 2024 (Wed)
Jan 01, 2025 to Jan 31, 2025	4	4	4	5	5	4	4	1	31	Dec 26, 2024 Boxing Day 2024 (Thu)
Feb 01, 2025 to Feb 28, 2025	3	4	4	4	4	4	4	1	28	Jan 01, 2025 New Year's Day 2025 (Wed)
Mar 01, 2025 to Mar 31, 2025	5	4	4	4	4	5	5	0	31	Feb 17, 2025 Family Day 2025 (Mon)
Total	44	52	50	51	52	52	52	12	365	12 Exceptions

Monthly Summary

Month	Conventional Transit							
	Revenue Hours				Revenue Kilometers			
	Scheduled	Extra	Adjusted	Total	Scheduled	Extra	Adjusted	Total
April, 2024	444.22			444.22	19,144.32			19,144.32
May, 2024	446.74			446.74	19,252.48			19,252.48
June, 2024	426.65			426.65	18,387.20			18,387.20
July, 2024	446.74			446.74	19,252.48			19,252.48
August, 2024	444.22			444.22	19,144.32			19,144.32
September, 2024	394.03			394.03	16,981.12			16,981.12
October, 2024	446.74			446.74	19,252.48			19,252.48
November, 2024	426.65			426.65	18,387.20			18,387.20
December, 2024	426.65			426.65	18,387.20			18,387.20
January, 2025	446.74			446.74	19,252.48			19,252.48
February, 2025	394.03			394.03	16,981.12			16,981.12
March, 2025	444.22			444.22	19,144.32			19,144.32
Total	5,187.63	0.00	0.00	5,187.63	223,566.72	0.00	0.00	223,566.72

SCHEDULE C – BUDGET

NANAIMO CONVENTIONAL

	Amendment #1 2024/25
TOTAL REVENUE	5,100,955
TOTAL OPERATING COSTS	17,775,784
TOTAL COSTS (including Local Government Share of Lease Fees)	19,641,669
NET LOCAL GOVERNMENT SHARE OF COSTS	6,434,761

NANAIMO CUSTOM

	OFFICIAL AOA 2024/25
TOTAL REVENUE	146,880
TOTAL OPERATING COSTS	2,814,378
TOTAL COSTS (including Local Government Share of Lease Fees)	3,004,065
NET LOCAL GOVERNMENT SHARE OF COSTS	1,026,370

NANAIMO COWICHAN EXPRESS

	OFFICIAL AOA 2024/25
TOTAL REVENUE	114,578
TOTAL OPERATING COSTS	734,231
TOTAL COSTS (including Local Government Share of Lease Fees)	833,664
NET LOCAL GOVERNMENT SHARE OF COSTS	367,814

SCHEDULE D – PAYMENT SCHEDULE

Nanaimo Conventional Transit and Custom Transit

The Authority agrees to pay the Operating Company a monthly payment, except for d) below, the amount of which is determined on the following basis:

1) Payment Schedule

- a) For Specified Service in Schedule "B":
 - i) \$185,728.17 for Fixed Monthly Payment for conventional transit service; plus
 - ii) \$49,839.32 for Fixed Monthly Payment for custom transit service; plus
 - iii) \$5,928.26 for Fixed Monthly Payment for Express transit service; plus
 - iv) \$65.44 per Revenue Hour for conventional and express transit service; plus
 - v) \$49.84 per Revenue Hour for custom transit service; plus
 - vi) \$0.0394 per Revenue Kilometre for tires for conventional and express transit service.
 - vii) Variable distance costs for fuel as billed, with satisfactory supporting documentation.
 - viii) Custom transit variable distance costs for tires as billed, with satisfactory supporting documentation.
- b) For deleted Fixed Costs as contained in Appendix 3 of this schedule, an amount equal to 1/365 of the Fixed Costs annual amount 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) \$65.44 per Revenue Hour for conventional and express transit service; plus
 - ii) \$49.84 per Revenue Hour for custom transit service; plus
 - iii) \$0.0394 per Revenue Kilometre for tires for conventional and express transit service.
 - iv) Variable distance costs for fuel as billed, with satisfactory supporting documentation.
 - v) Custom transit variable distance costs for tires as billed, with satisfactory supporting documentation.
- d) For Maintenance, the Authority agrees to pay the Operating Company upon processing an approved work order as follows:
 - i) \$58.48 per hour for labour by a licensed mechanic for the maintenance of transit vehicles.
- e) Not applicable.
- f) Prior to conducting a Special Group Trip, the Operating Company must apply for and receive from BC Transit, a pre-approval to conduct the trip, the cost recovery rates to be charged and the method of payment.

**INFORMATION CONTAINED IN THIS AGREEMENT IS SUBJECT TO THE
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT.
CONSULT WITH THE AUTHORITY PRIOR TO RELEASING INFORMATION TO
INDIVIDUALS OR COMPANIES OTHER THAN THOSE WHO ARE PARTY TO
THIS AGREEMENT.**

SCHEDULE E – FARES

Fare Zones:

The boundaries of fare zones for this Tariff are described as follows:

Zone 1 - Regional District of Nanaimo

This zone encompasses that area within the existing transit service area.

Conventional Transit Service:

Effective as of September 1, 2021

a)	Single Cash Fares:	<u>Zone 1</u>
i)	Adult	\$2.50
ii)	Senior	\$2.50
iii)	Youth (13-18 yrs)	\$2.50
iv)	University Student	\$2.50
iv)	Child 12 and under	Free
v)	Accessible Transit Attendant	Free
b)	Tickets: 10 X \$2.50 fares, sold for	\$22.50
c)	BC Bus Pass valid for the current calendar year and available through the Government of British Columbia BC Bus Pass Program.	
d)	CNIB Identification Card available from the local office of the CNIB.	
e)	BC Transit Employee Bus Pass	
f)	Day Pass (all ages):	\$5.00
g)	30-Day Pass	
i)	Adult	\$65.00
ii)	University Student**	\$50.00
iii)	Senior/Youth	\$40.00
h)	University Student Semester Pass	\$170.00
	**Passes are available on VIU campus only.	

Custom Transit Service:

Effective as of September 1, 2021

Registered User and Companion:

a)	5 Prepaid Tickets	\$12.50
b)	20 Prepaid Tickets	\$50.00
c)	Child 12 and under	Free
	Attendant accompanying registered user	Free

Note: Visitors may register for temporary handyDART service. Proof of registration in another jurisdiction or proof of eligibility is required.

NCX Nanaimo-Cowichan Express

Effective March 28, 2022

- a) Cash – All Fares - \$7.50
- b) Tickets 5x\$7.50 \$67.50
- c) 30-Day Pass
 - a. Zone C \$175.00
 - b. Zone D \$245.00

Children 12 and under Free

Interregional Zone Descriptions

Zone C: Valid on 70 NCX Nanaimo-Cowichan Express

Zone D: Valid on 70 NCX Nanaimo-Cowichan Express, in RDN Transit, and Cowichan Valley Transit

SCHEDULE F – PRIVACY PROTECTION SCHEUDLE

Definitions

1. In this Schedule,
 - (a) “**access**” means disclosure by the provision of access;
 - (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act*;
 - (c) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between BC Transit and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.
 - (e) “**privacy course**” means the Province of British Columbia’s online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable BC Transit to comply with BC Transit’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or BC Transit otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or BC Transit otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or BC Transit otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by BC Transit to answer questions about the Contractor’s collection of personal information.

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor’s expense, the privacy course prior to that person providing those services.
7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

8. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or BC Transit to make a decision that directly affects the individual the information is about.

Requests for access to personal information

9. If the Contractor receives a request for access to personal information from a person other than BC Transit, the Contractor must promptly advise the person to make the request to BC Transit unless the Agreement expressly requires the Contractor to provide such access and, if BC Transit has advised the Contractor of the name or title and contact information of an official of BC Transit to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

10. Within five (5) business days of receiving a written direction from BC Transit to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
11. When issuing a written direction under section 10, BC Transit must advise the Contractor of the date the correction request to which the direction relates was received by BC Transit in order that the Contractor may comply with section 12.
12. Within five (5) business days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to BC Transit, the Contractor disclosed the information being corrected or annotated.
13. If the Contractor receives a request for correction of personal information from a person other than BC Transit, the Contractor must promptly advise the person to make the request to BC Transit and, if BC Transit has advised the Contractor of the name or title and contact information of an official of BC Transit to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

14. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

15. Unless BC Transit otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

16. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by BC Transit in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

17. Unless BC Transit otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

18. Unless BC Transit otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than BC Transit if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
19. Unless the Agreement otherwise specifies or BC Transit otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify BC Transit and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases “foreign demand for disclosure” and “unauthorized disclosure of personal information” will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify BC Transit. In this section, the phrase “unauthorized disclosure of personal information” will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

22. In addition to any other rights of inspection BC Transit may have under the Agreement or under statute, BC Transit may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor’s premises to inspect any personal information in the possession of the Contractor or any of the Contractor’s information management policies or practices relevant to the Contractor’s management of personal information or the Contractor’s compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

23. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by BC Transit under this Schedule.
24. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

25. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify BC Transit of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

26. In addition to any other rights of termination which BC Transit may have under the Agreement or otherwise at law, BC Transit may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by BC Transit under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.

Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.