

## **TRANSIT AGREEMENT**

**THIS AGREEMENT** made this *8<sup>th</sup>* day of *June*, 2005.

**BETWEEN:**

**REGIONAL DISTRICT OF KITIMAT-STIKINE**

(the "Regional District")

**OF THE FIRST PART**

**AND:**

**THE GITXSAN GOVERNMENT COMMISSION**

(the "Government Commission")

**OF THE SECOND PART**

**AND:**

**GITANMAAX BAND COUNCIL  
GITSEGUCLA BAND COUNCIL  
GLEN VOWELL BAND COUNCIL  
HAGWILGET VILLAGE COUNCIL  
KISPIOX BAND COUNCIL  
MORICETOWN BAND COUNCIL**

(collectively referred to as the "Band Councils")

**OF THE THIRD TO EIGHTH PARTS RESPECTIVELY**

### **WHEREAS:**

- A. BC Transit has, at the request of the Regional District, established the Hazeltons' Transit Service Area to provide a public passenger transportation system within the Hazelton area to be known as "Hazeltons' Regional Transit System";
- B. The Regional District and BC Transit are authorized and have entered into a Transit Service Agreement in the form annexed as Schedule "A" for the purpose of providing and maintaining those services and facilities necessary for the establishment, maintenance and operation of Hazeltons' Regional Transit System;

- C. The Regional District and BC Transit are authorized to enter into Master Operating and Annual Operating Agreements in the general form annexed as Schedule "B" for the provision of a public passenger transportation system and share in the costs of providing this service pursuant to the *BC Transit Act* and the Transit Service Agreement;
- D. The Regional District, pursuant to Section 176(1)(a) of the *Local Government Act*, has the corporate power to make agreements respecting the undertaking, provision and operation of its activities, works and services;
- E. The Band Councils who represent the First Nation communities, within the Transit Service Area, deem it desirable to have a public passenger transportation system provided within First Nations communities;
- F. The Band Councils, Government Commission and the Regional District deem it desirable to have a public passenger transportation system provided within their communities;
- G. The Regional District and the Band Councils have agreed to share the costs on the basis of 55% of the cost being assumed by the Regional District and 45% by the Band Councils collectively and the parties have agreed that this is a fair and equitable way of sharing the costs based upon a combination of service area considerations including population, accessibility and usage;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the covenants to be performed by the parties to the agreement and the payments to be made by the Band Councils the parties agree as follows:

## **1.00 DEFINITIONS**

**"Operating Agreement"** means the master operating and annual operating agreement executed between the Regional District of Kitimat-Stikine and British Columbia Transit and Operating Company for the provision of transit services within the transit service area.

**"Transit Service Agreement"** means the agreement between the Regional District of Kitimat-Stikine and British Columbia Transit executed the 17<sup>th</sup> day of June 2003 for the provision of transit services within the transit service area.

**"Transit Service Area"** means the transit service area as defined in the Transit Service Agreement.

## **2.00 TERM AND RENEWAL**

- 2.01 The term of this Agreement shall commence on the 1<sup>st</sup> day of January 2005 and terminate the 31<sup>st</sup> day of December 2009.

- 2.02 The parties acknowledge and agree that the covenants and agreements contained in this Agreement shall be binding from the date set out in Section 2.01 despite the date of execution of this Agreement by any of the parties.

### **3.00 REGIONAL DISTRICT RESPONSIBILITY**

- 3.01 The Regional District shall:

- (a) Carry out the items identified as municipal responsibilities in Section 3.0 of the Transit Service Agreement and Section 2 in the Operating Agreement.
- (b) Consult with the Councils of the Bands and the Government Commission by way of a Stakeholders Committee before approving any plans or amendments to the Hazeltons' Regional Transit System including, without limitation, bus stop plans, fares and fare structure amendments and changes in the level of service specifications prepared by BC Transit which are consistent with operating and capital budgets set by BC Transit and the provision of the Operating Agreement.

- 3.02 The obligations of the Regional District under this Agreement are subject to the Regional District entering into annual operating agreements with British Columbia Transit.

### **4.00 BAND COUNCIL AND GOVERNMENT COMMISSION RESPONSIBILITIES**

- 4.01 The Band Councils shall each or the Government Commission shall, on behalf of member Band Councils pay to the Regional District an annual amount calculated under this Agreement in accordance with Section 4.02 and 4.03.

- 4.02 The total of the amount paid to the Regional District under Section 4.01 shall be equal to 45% of the local share of costs incurred by the Regional District for the Hazeltons' Regional Transit System.

- 4.03 The amount payable under Section 4.01 to the Regional District shall be apportioned among the Band Councils on the following basis:

Gitxsan Government Commission	25%
Hagwilget Village Council	7.5%
Gitsegukla Band Council	7.5%
Moricetown Band Council	5%

- 4.04 The Band Councils shall each or the Government Commission shall, on behalf of the member Band Councils pay to the Regional District on June 30<sup>th</sup> of each year the amount payable being the actual local cost of services incurred for the preceding year.

## **5.00 DEFAULT AND TERMINATION OF SERVICE**

- 5.01 If any Defaulting Band is more than sixty days in arrears in a payment to be made under this Agreement, then the Regional District may, on thirty day's notice to the Band, cease to provide the transit service to the reserve of the Defaulting Band and the Regional District shall be under no further obligation to the Defaulting Band with respect to the provision of transit services, under this Agreement or otherwise.

## **6.00 REPRESENTATIVE**

- 6.01 The Government Commission warrants and represents that it has the power and capacity to enter into this Agreement and that it has taken all corporate actions necessary to authorize this Agreement.


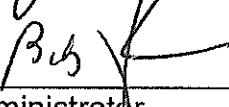
## **7.00 MISCELLANEOUS**

- 7.01 The parties hereto shall execute and deliver such further and other documents and do such further and other things as might be necessary to carry out and give effect to the intent of this Agreement.
- 7.02 This Agreement constitutes the entire agreement between the parties and there are no representations and warranties, express or implied, statutory or otherwise, and no agreement collateral to this Agreement other than as expressly set forth or referred to in this Agreement.
- 7.03 Each of the parties to this Agreement warrants and represents that it has the legal capacity to enter into this Agreement and has taken all lawful steps necessary to authorize this Agreement.
- 7.04 Nothing in this Agreement shall be interpreted as creating an agency, partnership or joint ventureship between the Regional District, the Government Commission and the Band Councils.
- 7.05 Time shall be the essence of this Agreement.
- 7.06 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision to it.
- 7.07 No waiver or any term or condition of this Agreement or of a breach of any term or condition of this Agreement by either party hereto shall be effective unless it is in writing and no waiver of breach even if in writing shall be construed as a waiver of any future breach.

- 7.08 Wherever the singular, masculine or neuter are used throughout this Agreement, the same shall be constructed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 7.09 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.
- 7.10 The parties agree that this Agreement may be executed in counterparts.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year first above written.

The Corporate Seal of the **REGIONAL** )  
**DISTRICT OF KITIMAT-STIKINE** )  
 Was hereunto affixed in the presence of: )

 )  
 Chair )  
 )  
 Administrator )

C/S

SIGNED, SEALED and DELIVERED )  
 by **THE GITXSAN GOVERNMENT** )  
**COMMISSION** pursuant to the consent )  
 of a majority of the Band Councils )  
 present at a meeting duly convened: )

\_\_\_\_\_)  
 Authorized Signatory )

\_\_\_\_\_)  
 Authorized Signatory )

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Occupation