

THIS REGIONAL TRANSIT SERVICE COST AND REVENUE SHARING
AGREEMENT DATED DECEMBER 31, 2015 IS BETWEEN:

THE CITY OF SPRUCE GROVE
A municipal corporation
("Spruce Grove")

- and -

PARKLAND COUNTY
A municipal corporation
("Parkland")

- A. The City of Edmonton ("Edmonton"), Spruce Grove and Parkland have a Regional Transit Service Agreement Master in place to address interests of all three municipalities in the delivery of a public transit system. This agreement is complementary to the Master Agreement.
- B. This Agreement addresses interests that only exist between Spruce Grove and Parkland in providing a public transit service and this agreement is exclusive of interests of Edmonton.
- C. Spruce Grove and Parkland wish to outline the rights and obligations of the parties regarding the costs and revenues of the public transit service between the municipalities of Edmonton, Spruce Grove, and Parkland (the "Transit Service").

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1 DEFINITION

- 1.1 "average fare" means the total amount of revenue from all fare products divided by the total ridership of the Regional Transit Service.

2 TERM

- 2.1 The term of this Agreement shall commence on January 1, 2016 and shall continue until December 31, 2017 unless terminated earlier in accordance with the terms of this Agreement (the "Term").
- 2.2 This Agreement will be terminated with the concurrent termination of the Regional Transit Service Agreement between Edmonton, Spruce Grove and Parkland.
- 2.3 The non-ratification or delayed ratification of this Agreement will not suspend or terminate the transit service defined and agreed to in the Regional Transit Service Agreement – Master.

3 ROUTES, SCHEDULES, AND BUS STOP CHANGES

- 3.1 Spruce Grove and Parkland will jointly review routes, schedules and bus stop changes on an annual basis.
- 3.2 Spruce Grove and Parkland agree that if a change, addition or deletion to any route, scheduled time, frequency of service, use of a bus stop or use of a bay in a terminal within Spruce Grove and/or Parkland is required, they will jointly make the request to Edmonton as required within the Regional Transit Service Agreement - Master.
- 3.3 Parkland's approval of any changes requested by Spruce Grove under Article 3.2 above shall not be unreasonably withheld.
- 3.4 Spruce Grove's approval of any changes requested by Parkland under Article 3.2 above shall not be unreasonably withheld.

4 INFORMATION

- 4.1 It is agreed that all transit scheduling information requests on the transit route defined in Schedule "A" and connecting public transit service provided by Edmonton will be responded to by Edmonton's information centre. Scheduling inquiries received by Spruce Grove and Parkland will be referred to Edmonton's information centre.
- 4.2 It is agreed that all non-scheduling transit inquiries and complaints will be responded to by Spruce Grove and Parkland. Inquiries of this nature received by Edmonton's information centre will be referred to Spruce Grove. Parkland will respond to inquiries in the Acheson Industrial Area only.

5 FEES

- 5.1 As per the Regional Transit Service Agreement - Master, Edmonton shall bill Spruce Grove for the full cost of the total Transit Service, including the service to Acheson, and Edmonton shall refund the total revenue collected from the Transit Service to Spruce Grove.
- 5.2 Spruce Grove shall in turn, bill Parkland for the costs of service to Acheson. Payment of the invoice is due within net 30 days of the date of the invoice. Parkland will pay Spruce Grove the following:
- (a) fees for the proportional amount of the Transit Service provided in Parkland as shown on Schedule "A";
 - (b) ten per cent administration fee for the supply of all fare products, administrative support, and financial resources time; and
 - (c) any additional service fees charged to Spruce Grove by Edmonton for additional goods and service delivered to Parkland.
- 5.3 Spruce Grove shall in turn, refund Parkland for the revenue from the service to Acheson. Revenue reimbursed to Parkland will not exceed the total fee charged for the provision of services in article 5.2.
- 5.4 Revenue will be calculated based on actual ridership counts provided by Edmonton of customers travelling to and from Acheson, excluding riders travelling between Edmonton and Spruce Grove, per month multiplied by the average fare. The average fare will be updated annually, based on twelve months of revenue and ridership information.

6 FARES AND FARE MEDIA

- 6.1 Edmonton will collect fares or fare media from each patron as outlined in Schedule "B" unless the patron provides a pass issued by Spruce Grove and Parkland.
- 6.2 Parkland accepts the current fare structure as set out in the Regional Transit Service Agreement – Master.
- 6.3 Spruce Grove and Parkland will both approve the fare structure for the Regional Transit Service. This does not include the Local Transit Service fare structure in Spruce Grove.

- 6.4 Neither Spruce Grove nor Parkland will approve or authorize free access to the Regional Transit Service without prior written consent of the other party.
- 6.5 Spruce Grove will provide all fare products and manage all vendor agreements.

7 INDEMNITY AND LIMITATION OF LIABILITY

- 7.1 Parkland shall be liable to Spruce Grove for and indemnify and save harmless Spruce Grove, its servants, agents and employees from and against any and all losses, liabilities, claims, suits, actions, demand, expenses, damages and costs (and without limiting the generality of the foregoing, including solicitor and client costs) which may be brought or made against Spruce Grove or which Spruce Grove may pay or incur and which arises out of or in connection with:

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

excepting where such liability arises out of the sole negligence of Spruce Grove, its servants, agents or employees.

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

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

excepting where such liability arises out of the sole negligence of Parkland, or their servants, agents or employees.

8 ARBITRATION

- 8.1 In the event of a dispute arising between the parties hereto as to the interpretation, application, operation or alleged violation of this Agreement or any of the provisions thereof, such dispute may be determined by arbitration in accordance with the *Arbitration Act*, R.S.A. 2000, c. A-43.
- 8.2 During any arbitration proceedings, Edmonton shall continue to operate the Transit Service in accordance with the terms of the Regional Transit Service Agreement - Master.

9 GENERAL

- 9.1 **Notices.** Any notices under this Agreement given to the parties hereunder shall be conclusively given if personally delivered, sent by prepaid registered mail or faxed addressed as follows:

- (a) In the case of Spruce Grove, addressed to:

Attention: General Manager of Planning & Infrastructure
The City of Spruce Grove
315 Jespersen Avenue
Spruce Grove, Alberta, T7X 3E8

Fax: (780) 962-1062

- (b) In the case of Parkland County, addressed to:

Attention: General Manager Infrastructure Services
Parkland County
53109A HWY 779
Parkland County, Alberta, T7Z 1R1

Fax: (780) 968-8413

- 9.2 **FOIP.** The parties acknowledges that they are both subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c.F-25 and that as such, either 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 the *Freedom of Information and Protection of Privacy Act*.

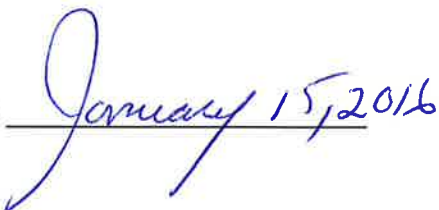
- 9.3 **No Partnership.** No term or condition in this Agreement shall be construed as in any way constituting a partnership or a joint venture by Spruce Grove and Parkland.
- 9.4 **Municipal Government Act.** Nothing in this Agreement shall constitute the granting by Spruce Grove or Parkland of any approval or permit as may be required pursuant to the *Municipal Government Act*, R.S.A. 2000, c. M-26, and any amendments thereto, and any other legislation in force in the Province of Alberta. Spruce Grove and Parkland, 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 Spruce Grove or Parkland, their municipal council, their 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.
- 9.5 **Entire Agreement.** This Agreement, including Schedule "A" and Schedule "B" is the entire agreement between Spruce Grove and Parkland with regard to the matters dealt with in it, and there are no understandings or agreements, representations, warranties, conditions or collateral terms, verbal or otherwise, existing between Spruce Grove and Parkland except as expressly stated in this Agreement. The consideration stated in this Agreement is the sole consideration and inducement for the execution of this Agreement.
- 9.6 **Severability.** Should any provision of this Agreement be illegal or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though such provision had not been included.
- 9.7 **Governing Laws.** This Agreement shall be construed and governed by the laws of the Province of Alberta.
- 9.8 **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.
- 9.9 **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.

- 9.10 **Legislative References.** The reference to any legislation in this Agreement shall be deemed to include all amendments thereto and all regulations thereunder and all statutes, including all amendments thereto and regulations thereunder, that may be substituted for that legislation.
- 9.11 **Non-Waiver.** The waiver by Spruce Grove or Parkland 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
- 9.12 **Amendment or Modification.** This Agreement shall not be modified, varied or amended except by the written agreement of Spruce Grove and Parkland.
- 9.13 **Successors and Assigns.** This Agreement shall be binding upon Spruce Grove and Parkland and their respective heirs, executors, administrators, successors, including successors in title, and assigns.

The parties hereto execute this Agreement through the signatures of their duly authorized officers as follows:

Signed for the City for **Spruce Grove**
CITY OF SPRUCE GROVE

Per: 
Mayor (affix seal over signature)

Date: 

Signed for **Parkland County**
PARKLAND COUNTY

Per: 
Chief Administrative Officer
(affix seal over Signature)

Date: 

Schedule A

Cost Sharing Formula

The following formula is applied to the Regional Transit Service Agreement – Master service hours as of April 25, 2016. Any changes to the service delivery, routing, or schedule may require a change to this cost sharing formula by amendment to this agreement.

Parkland will pay 100% of all service hours added to Route 560 to serve the Acheson Industrial Area and Westmount and NAIT Transit Centres.

For the Route 560 trips that serve Acheson Industrial Area only, the service hours required to complete the pre-trip inspection and the travel time between NAIT Transit Centre (am trips) or Westmount Transit Centre (pm trips) and the Acheson Industrial Area diversion will be shared 50% Parkland and 50% Spruce Grove.

The ratio of service hours between Parkland and Spruce Grove will be applied to the daily cost of the service as set by Edmonton.

Schedule B

Regional Transit Service between Acheson Industrial Area and Edmonton Fare Structure

One Way Commuter cash fare (**without** transferability to ETS service) \$6.00

Book of 10 Tickets (**without** transferability to ETS service) \$48.00

Monthly Commuter Pass (**without** transferability to ETS service) \$130.00