

A Partnership Agreement to Develop a TravelChoices Strategy Implementation Plan for the Capital Region

This Agreement is made the xxth day of xxxxxx 2006

BETWEEN: CAPITAL REGIONAL DISTRICT
("Regional District")

AND: BRITISH COLUMBIA MINISTRY OF TRANSPORTATION
("BC MOT")

Hereinafter known as the Partners.

WHEREAS the Regional District has adopted a Regional Growth Strategy as a continuing regional service under Part 25 of the *Local Government Act*, that includes initiatives, as required by section 850 (2) (c) of the *Local Government Act*, to address regional transportation needs; and,

WHEREAS the Regional District, on February 20, 2002, entered into a partnership agreement with BC Transit Corporation, BC Ministry of Transportation (BCMT), and the BC Ministry of Community, Aboriginal and Women's Services to prepare and implement a Regional Transportation Strategy for the Capital Region; and,

WHEREAS a Regional Transportation Strategy, entitled the TravelChoices Strategy, prepared under the aforementioned partnership agreement and appended to this agreement, was approved by the Regional District Board on April 13, 2005 and will be incorporated into the Regional Growth Strategy through a bylaw amendment; and,

WHEREAS Section 868 (1, 2 and 3) of the *Local Government Act* authorizes the Regional District to make agreements with public authorities respecting activities relating to the implementation of a regional growth strategy; and,

WHEREAS the Regional District Board of Directors approved on May 25, 2005 that the Regional District negotiate partnership agreements that would allow for the implementation of the TravelChoices Strategy; and,

WHEREAS the Federal Government of Canada has entered into "*An Agreement On The Transfer Of Federal Gas Tax Revenues Under The New Deal For Cities And Communities 2005- 2010*" with the Province of British Columbia and the Union of British Columbia Municipalities to established a new funding source for all British Columbia municipalities, its Regional Districts and BC Transit; and

WHEREAS the Federal Government of Canada and the Province of British Columbia provide other funding opportunities that relate to municipal, transit and other transportation related infrastructure;

THEREFORE ACCORDINGLY the Regional District enters into an implementation partnership with MOT to jointly achieve the objectives of TravelChoices which focuses on the use of alternative modes, responding to a regional land use strategy, the protection of transit corridors on primary highways and insuring that adequate needs are addressed for the movement of goods and services and as such the partnership will be guided by the following principles:

1. GENERAL PRINCIPLES

- a) MOT and the Regional District agree to cooperate in the development of transportation projects and policies that ensure mobility needs in a manner consistent with the overall goals and vision of the TravelChoices Strategy – refer to Appendix A and Appendix B. Any plans resulting from this partnership should reflect the close relationship of land use and transportation priorities needed to advance the Regional Growth Strategy and the TravelChoices Strategy;
- b) MOT and the Regional District agree to develop, in partnership with the District, its member municipalities, and BC Transit, an implementation plan that is consistent with the TravelChoices Strategy and the *Communities And Communities*. It is also agreed that the implementation plan will be used as a basis to develop other partnership agreements with municipalities and other stakeholders on a corridor by corridor basis;
- c) MOT and the Regional District agree to use the TravelChoices implementation plan as the basis for preparing their annual budgets and for making submissions with respect to Federal or Provincial funding programs;
- d) MOT and the Regional District agree to cooperate in the pursuit of senior government funding programs that support the Travel Choices Strategy, Regional Growth Strategy and the TravelChoices Strategy;
- e) MOT and the Regional District agree to monitor the effectiveness of the implementation plan and to jointly recommend changes that ensure an acceptable standards of service for transportation management and safety;
- f) MOT and the Regional District agree to share information on all projects of joint interest in transportation and land use plans; and
- g) the Regional District agrees to advise annually to the Regional District and advise its members of the progress of applications for funding and to progress in achieving the TravelChoices Strategy.

2. IMPLEMENTATION APPROACH

This agreement does not change the duties and responsibilities of either partner. Its purpose is to advance the goals of the Region's TravelChoices Strategy by jointly agreeing to develop implementation priorities for the TravelChoices Strategy and agree to work together to develop a supporting investment plan. To establish the TravelChoices Implementation and Investment Plan (TIIP), it is agreed that the Regional District and its partners will:

- a) establish a process to include input from all member municipalities and electoral areas of the Capital Regional District, BC Transit and the Ministry of Transportation;
- b) document a multi year list of priority transportation projects along with budgets and timelines from all partners;

- c) work together to short-list projects that support the goals of TravelChoices and that could be undertaken within the next five years. The short-listed priorities will also identify which agency responsible for implementing the individual project(s). This enables ensuring that any available funds can be directed to the appropriate agency;
- d) forward the recommendations to the Regional Planning Committee (RPC) and the Regional District Board for consideration. MOT will seek Ministry approvals for projects that are of joint priority;
- e) work to coordinate investments and programs with [redacted] areas and other partners; and
- f) share information related to transportation plans that may influence [redacted] or other initiatives of other partners.

3. FUNDING

The preliminary estimate to implement the strategy [redacted] the first five years is in the range of \$50 million for [redacted] before the Regional District intends to use the this agreement as the framework for implementation and funding plan as the framework for preparing [redacted] submissions for new capital funding from programs established [redacted] for Cities and Communities and the associated Federal Gas Tax [redacted] MOT agrees to work with its Ministry to coordinate funding of its agreed [redacted] when appropriate.

4. TERM AND REVISIONS

- a) Unless otherwise provided in paragraph, this Agreement will be effective from the date of signature of the last signatory to this Agreement and there shall be five (5) year terms with five (5) year renewal periods of five (5) years each, unless one party gives the other written notice of termination.
- b) [redacted] with this Agreement, any of the Partners or the Regional District may terminate this agreement immediately and [redacted] comply with any of the obligations contained in [redacted]

5. DELIVERY

all notices required pursuant to this Agreement will be in writing and delivered by [redacted] mail (with proper postage), or by facsimile transmission to the [redacted] after. In the event of a strike or other disruption of postal service, delivery either personally or by courier will be effective.

Capital Regional District
 Kelly Daniels
 Chief Administrative Officer
 Capital Regional District
 625 Fisgard Street
 Victoria, BC
 FAX: 250/360-3130

Ministry of Transportation
 Xxx
 Xxx
 Xxx

- b) A notice provided in accordance with Paragraph 6 (1) shall be deemed received:
- 1) On the day it is delivered by commercial courier to the address set out in Paragraph 6 (1);
 - 2) On the day that it is delivered by registered mail to the address set out in Paragraph 6 (1); and,
 - 3) On the day that it is sent by facsimile transmission to the fax number set out in Paragraph 6 (1).

6. GENERAL

- a) This Agreement constitutes the entire agreement between the parties and the Regional Transportation Strategy.
- b) This Agreement shall be governed and construed in accordance with the laws of British Columbia and the federal laws of Canada.
- c) Neither party may assign this Agreement or any of the rights or obligations hereunder without the prior written consent of the other party and such consent will not be unreasonably withheld.

IN WITNESS WHEREOF the parties have signed the foregoing and the respective officers duly authorized in that behalf this _____ day of _____, 20____.

SIGNED

CAPITAL REGIONAL DISTRICT

Administrative Officer
