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,

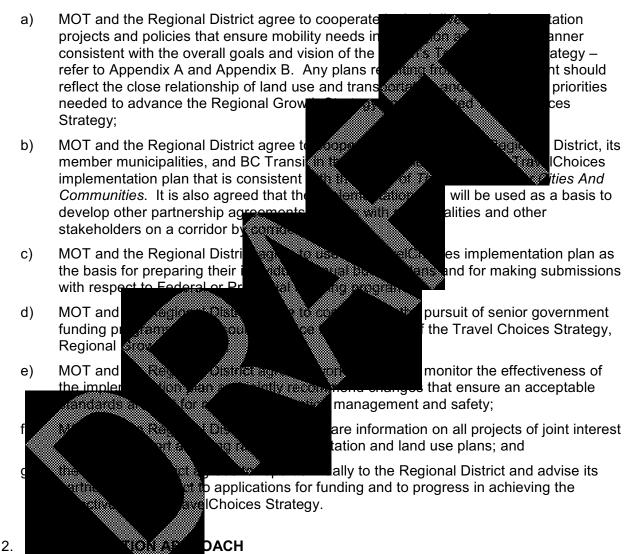
WHEREAS the Regional District Board of Directors approved on May 25, 2005 that the Regional District negotiate partnership agreements that would allow for the implementation of the TravelChoices Strategy; and,

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**



In 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;
- 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 and other partners; and

f) share information related to transportation plans to initiatives of other partners.

3. FUNDING

The preliminary estimate to implement the strict five years is in the range of \$50 million for no Regional District intends to use the this agree that the first strict intends to use the fir

4. TERM AND RE

a) Unless of the second second

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5.

rsuant to this Agreement will be in writing and delivered by nail (with proper postage), or by facsimile transmission to the nafter. In the event of a strike or other disruption of postal personally or by courier will be effective.

service, delivery entier 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

Xxxx Xxxx Xxxx

- 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,

