

**Proposed Regional Economic Development Strategy Partnership
Agreement**

[APPROVED IN PRINCIPLE BY REGIONAL PLANNING COMMITTEE ON JUNE 20,
2001 AND REVISED AS RECOMMENDED BY REGIONAL SOLICITOR COLIN
STEWART, JULY 27, 2001]

**An Agreement to Prepare a Regional Economic
Development Strategy for the Capital Region**

This Agreement is made the ____ day of ____, 2001

BETWEEN: CAPITAL REGIONAL DISTRICT
("Regional District")

AND: GREATER VICTORIA ENTERPRISE PARTNERSHIP SOCIETY, a
society established pursuant to the *Society Act* (hereinafter the "GVEPS")

WHEREAS the Regional District is considering the adoption a Proposed 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 economic development; and,

WHEREAS section 176 (1) (a) (i) of the *Local Government Act* enables the Regional District to make agreements respecting its services, including agreements respecting the undertaking, provision and operation of its services; and,

WHEREAS the Proposed Regional Growth Strategy advocates that the Regional District participate with a broad cross-section of business and community interests, member municipalities, the Province, and the Federal Government in establishing, through a written agreement, a regional economic development partnership; and,

WHEREAS the Proposed Regional Growth Strategy recommends that the partnership oversee the preparation and maintenance of a Regional Economic Development Strategy and coordinate actions, programs, investments and initiatives in its implementation; and,

WHEREAS a Regional Economic Development Strategy approved by the Regional District Board would be adopted through an interim amendment to the Regional Growth Strategy, once adopted, and given further effect through implementation agreements prepared under section 868 of the *Local Government Act*; and,

WHEREAS the GVEPS is a society established under the laws of the Province of British Columbia, constituting a multi-stakeholder partnership whose purpose it is to promote regional economic development within the Capital Regional District; and,

WHEREAS the Regional District and the GVEPS share common goals regarding economic development in the Regional District, the Regional District has established through the Regional Growth Strategy a vision and a framework for action to address regional economic development issues in a manner integrated with other regional objectives, and the Regional Growth Strategy, section 5.1, describes the regional vision, goals and objectives that the Regional Economic Development Strategy will seek to achieve; and,

WHEREAS the Regional District Board of Directors, on March 28, 2001, gave approval in principle for the preparation of a Regional Economic Development Strategy, by the Capital Enterprise Partnership (now the GVEPS), subject to the Board's approval of a project description, work plan, and agreement under Section 176 of the *Local Government Act*; and,

WHEREAS the Regional District Board of Directors approved on March 28, 2001, \$35,000 as a Regional District contribution to the cost of preparing a Regional Economic Development Strategy; that,

THEREFORE ACCORDINGLY the Regional District hereby enters into a partnership with the GVEPS to prepare a Regional Economic Development Strategy for the Capital Region, in accordance with the following general terms and conditions:

1. DEFINITION

- 1) "Project" means the completion of an Economic Development Strategy for the Capital Regional District consistent with the principles and framework set out in the Regional District's Regional Growth Strategy.

2. PURPOSE

- 1) The GVEPS shall carry out the Project on behalf of the Regional District.

3. MANAGEMENT AND AUTHORITY

- 1) A Project Management Team ("PMT") shall be jointly established and will include the GVEPS, a senior staff representative of the Regional District and other major funding partners (i.e.: the federal government) under terms of reference approved by the Regional District Board and the GVEPS Board, to assess the vision, goals, and objectives of the

Regional Growth Strategy with regard to the preparation of a Regional Economic Development Strategy, and make recommendations for the approval of the Regional District Board through its Regional Planning Committee, regarding the development of a Regional Economic Development Strategy.

- 2) The PMT will prepare all necessary project terms of reference, work plans, budgets, assessments, evaluations and reporting of information needed to develop, maintain and implement a Regional Economic Development Strategy.
- 3) The PMT will:
 - a) Coordinate the preparation of project terms of reference and a detailed work plan and budget for approval of the Regional District Board through the Regional Planning Committee;
 - b) Coordinate and manage all consultants or resources needed for the project;
 - c) Consult with all local governments, key stakeholders and regional residents and others identified in section 855(2) of the *Local Government Act*, on the development of the Regional Economic Development Strategy;

4. FINANCING

- 1) The Regional District shall make a one-time contribution to GVEPS of \$35,000 upon the Board's approval of the Project terms of reference, as the Regional District's total share of the costs to undertake the Project.
- 2) The GVEPS shall promptly pay all accounts flowing from the Regional District's financial contribution except as may be otherwise agreed to by the parties.
- 3) Any payment by GVEPS to consultants or contractors engaged in the undertaking of the Project shall be made in accordance with authorization from the PMT and in accordance with any terms of reference, work plans, budgets or other policies approved by the PMT.
- 4) Notwithstanding anything else in this agreement, the contribution of the Regional District towards the Project is limited to \$35,000.

5. INDEMNITY

- 1) GVEPS agrees to indemnify, release and save harmless the Regional District and its elected and appointed officers and employees from any actions, suits, claims, demands, costs or losses that anyone may have arising from any default or breach of the Agreement by GVEPS.

6. TERM

- 1) Unless otherwise terminated in accordance with this paragraph, this Agreement has a term of two (2) years from the date of this Agreement.
- 2) This Agreement may be terminated by the Regional District immediately if:
 - a) The GVEPS is in breach of this Agreement and fails to cure that breach;
 - b) The GVEPS is wound up, dissolved or otherwise ceases to exist.
- 3) Upon termination, GVEPS shall repay to the Regional District that part of the Regional District's contribution that remains unspent or is not reasonably required for the payment of costs or expenses authorized under this Agreement.

7. NOTICE

- 1) Any notice required pursuant to this Agreement will be in writing and delivered by courier, by registered mail (with proper postage), or by facsimile transmission to the addresses listed hereinafter. In the event of a strike or other disruption of postal service, delivery either personally or by courier will be effective.

The Regional District

C/O William M. Jordan
 Executive Director
 Capital Regional District
 524 Yates St. Victoria, BC

FAX: 250/360-3130

Greater Victoria Enterprise Partnership Society

C/O Doug Taylor
 Chairman of the Board
 Greater Victoria Enterprise Partnership Society
 C/O Vancouver Island Advanced Technology
 Centre
 850 Courtney St. Victoria, BC

FAX 250/953-6679

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

8. GENERAL

- 1) This Agreement constitutes the entire agreement of the parties relating to the Regional Economic Development Strategy.
- 2) This Agreement shall be governed and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein.
- 3) 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 attested by the hands of the respective officers duly authorized in that behalf this ____ day of ____, 2001.

SIGNED

REGIONAL DISTRICT

GREATER VICTORIA ENTERPRISE
PARTNERSHIP SOCIETY

Per: _____

Per: _____

Per: _____

Per: _____