

A Partnership Agreement Regarding the Implementation the Regional Transportation Strategy for the Capital Region

This Agreement is made the xxth day of September 2005

BETWEEN: CAPITAL REGIONAL DISTRICT
("Regional District")

AND: BRITISH COLUMBIA TRANSIT
("BC Transit")

Hereinafter known as the Partners.

WHEREAS the Regional District has adopted a regional transportation strategy for providing regional service under Part 25 of the *Local Government Act* and the *Local Government Act* as required by section 850 (2) (c) of the *Local Government Act* to meet the transportation needs; and,

WHEREAS the Regional District, on February 2, 2005, entered into a partnership agreement with BC Transit Corporation, BC Ministry of Transportation and the BC Ministry of Community, Aboriginal and Women's Services and the BC Ministry of Transportation to implement a Regional Transportation Strategy for the Capital Region;

WHEREAS a Regional Transportation Strategy, titled the "Travel Choices Strategy", prepared under the aforementioned partnership agreement and approved by the Regional District Board, was approved by the Regional District Board and will be incorporated into the Regional Growth Strategy;

WHEREAS Section 21(1)(3) of the *Local Government Act* authorizes the Regional District to make agreements with other authorities respecting activities relating to the implementation of a regional transportation strategy;

WHEREAS the Regional District Board approved on May 25, 2005 that the Regional District enter into a partnership with BC Transit regarding implementation of the Travel Choices Strategy;

WHEREAS the Federal Government of Canada has announced and entered into An "Agreement on the Transfer of Federal Gas Tax Revenues Under The New Deal For Growth and Jobs" with the Province of British Columbia and the Union of British Columbia Municipalities, which has 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 BC Transit to jointly achieve the objectives of Travel Choices through use of these funds in accordance with the following general terms and conditions:

1. OBJECTIVE

- a) BC Transit and the Regional District agree to cooperate in preparing a five year implementation and funding plan to initiate the goals of the TravelChoices Strategy – refer to Appendix A.
- b) BC Transit and the Regional District agree to cooperate in preparing an inventory of TravelChoices related projects that involve all member municipalities, BC Transit and Ministry of Highways as a basis for developing a five-year TravelChoices implementation plan.
- c) BC Transit and the Regional District agree to use the TravelChoices Implementation plan as the basis for making submissions with respect to Federal and Provincial Funding programs.
- d) BC Transit and the Regional District agree to coordinate with the Provincial government funding programs to meet the objectives of the TravelChoices Strategy, Regional Growth Strategy and BC Transit Strategic Plan.
- e) BC Transit and the Regional District agree to coordinate with the Regional District and Victoria Regional Transit Commission with respect to applications for funding and to progress in achieving the objectives of the TravelChoices Strategy.

2. MANAGEMENT AND AUTHORITY

It is recognized that BC Transit is a provincially owned and operated entity operating under authority granted by the Province of BC and is subject to provincial control. The TravelChoices implementation requires the Regional District and BC Transit to coordinate and work together. BC Transit obtains its funding from the Province of BC. It is also recognized that all regional transit services are subject to the oversight of the Regional Transit Commission.

This agreement does not create any new responsibilities of either jurisdiction. The intent is simply to coordinate and work together to advance the priorities of the TravelChoices Strategy. The Regional District and BC Transit agree to include in the plan and that through joint funding opportunities will occur to advance the goals of the TravelChoices Strategy.

The Regional District and BC Transit agree to coordinate the TravelChoices Implementation and Investment Plan (TIIP) with the CRD Regional Planning Services and BC Transit.

a) The TIIP shall include input from member municipalities and electoral areas of the Regional District, BC Transit and the Ministry of Transportation and include a list of priority transportation projects along with budgets and timelines;

b) The Regional District and BC Transit shall short-list projects that support the goals of TravelChoices that should be undertaken in the next five years.

- c) Regional Planning Services shall forward recommendations to its Regional Planning Committee (RPC) for review;
- d) The approved TravelChoices Implementation and Investment Plan (TIIP) will be reviewed as required by the Regional District Board and Victoria Regional Transit Commission.
- e) The Regional District and BC Transit will also seek to coordinate investments and programs with municipalities, electoral areas and Ministry of Transportation;

3. FUNDING

The preliminary estimate to implement the suggested TravelChoices priorities for the first five years is in the range of \$50 million for new transportation infrastructure. Therefore the Regional District and BC Transit agree to use the TIIP as the framework for preparing joint or complementary submissions for new capital funding from programs established under the New Deal for Cities and Communities and the associated Federal Gas Tax rebate program.

4. TERM AND RENEWAL

- a) Unless otherwise terminated in accordance with this Paragraph 4, this Agreement will be effective for an initial term of five (5) years from the effective date of this Agreement and thereafter will be renewed automatically for periods of five (5) years each, unless one party gives any other party written notice of termination.
- b) Notwithstanding anything else in this Agreement, either party may terminate this Agreement immediately and without penalty if any other party fails to comply with any of the obligations contained in this Agreement.

5. NOTICE

- a) Any notice required pursuant to this Agreement shall be in writing and delivered by courier, by registered mail (with proof of postage) or by facsimile transmission to the addresses set out herein. In the event of any other disruption of postal service, delivery shall be deemed effective.

Capital Regional District
 Kelly Daniels
 Chief Administrative Officer
 General Manager
 Department of Customer Service

BC Transit
 10000 George Road East
 Richmond, BC V8W 2P3
 FAX: 604/250/995-5639

3) A notice in accordance with Paragraph 6 (1) shall be deemed received:
 On the day that it is delivered by commercial courier to the address set out in Paragraph 6 (1);
 On the day that it is delivered by registered mail to the address set out in Paragraph 6 (1);

- 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 of the parties relating to 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 applicable therein.
- 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 attested by the hands of their duly authorized in that behalf this xxth day of September, 2005

SIGNED

<p>CAPITAL REGIONAL DISTRICT</p>	<p>Kelly [Redacted] [Redacted]</p>
<p>BRITISH COLUMBIA TRANSIT</p>	<p>[Redacted] of Customer Service</p>

DRAFT