

**ADMINISTRATIVE AGREEMENT
ON THE FEDERAL GAS TAX FUND IN BRITISH COLUMBIA**

This Agreement effective as of the 1st day of April, 2014,

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the President of the Queen's Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs ("Canada")

AND: **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by the Minister of Community, Sport and Cultural Development ("British Columbia"),

AND: **THE UNION OF BRITISH COLUMBIA MUNICIPALITIES**, as continued by section 2 of the *Union of British Columbia Municipalities Act*, RSBC 2006, c.1, represented by the President ("UBCM")

1. PURPOSE

This Administrative Agreement (Agreement) sets out the roles and responsibilities of the Parties for the administration of the Federal Gas Tax Fund (GTF).

2. CONTEXT

With this Agreement, the Parties wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong cities and communities, building on:

- The success of the First Agreement;
- Section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24, under which the Government of Canada makes up to \$2 billion per year available for allocation by the Government of Canada for the purpose of municipal, regional and First Nations infrastructure starting in 2014-2015;
- *Economic Action Plan 2013*, through which the Government of Canada announced a renewed GTF which included the indexation of the gas tax funding at two percent per year, with increases to be applied in \$100 million increments (confirmed through section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33);
- *Economic Action Plan 2013* which encouraged provinces, territories, cities and communities to support the use of apprentices in infrastructure projects receiving federal funding. Canada recognizes that British Columbia has developed and implemented its own initiatives with regards to the use of apprentices in infrastructure projects;
- *Economic Action Plan 2013*, through which the Government of Canada announced an expanded list of GTF eligible project categories and encouragement for asset management planning.

3. PRINCIPLES

The Parties acknowledge that this Agreement is based on the following principles:

- a. **Principle 1 – Respect for jurisdiction:** The GTF was designed to leverage the strengths of each level of government and is based on the principle that each has areas of jurisdiction and is accountable to its population. Canada respects the jurisdiction of provinces and territories over municipal institutions.
- b. **Principle 2 – A flexible approach:** In recognition of the diversity of Canadian provinces, territories, regions and communities, the GTF recognizes the need for a flexible approach to program delivery. Wherever possible, the GTF aims to employ regionally adapted delivery mechanisms, including the leveraging of existing delivery mechanisms and reporting structures.
- c. **Principle 3 – Equity between jurisdictions:** The GTF recognizes the importance of ensuring that the inter-provincial/territorial allocation is equitable while supporting meaningful infrastructure investments within the least populated jurisdictions.
- d. **Principle 4 – Long-term solutions:** The GTF provides predictable, long-term funding for communities, for infrastructure priorities that meet community needs, while respecting the principle of incremental spending and not displacing current infrastructure investments.
- e. **Principle 5 – Transparency:** The GTF is administered via an open and transparent governance process which recognizes and communicates Canada's contribution to communities' infrastructure priorities and includes regular program evaluations and progress reporting to Canadians.

4. ANNEXES AND SCHEDULES

The following annexes and schedules are attached to and form part of this Agreement:

- Annex A: Definitions
- Annex B: Terms and conditions, including:
 - Schedule A: Ultimate Recipient Requirements
 - Schedule B: Eligible Project Categories
 - Schedule C: Eligible and Ineligible Expenditures
 - Schedule D: Reporting
 - Schedule E: Communications Protocol
 - Schedule F: Asset Management
- Annex C: Partnership Committee

5. DEFINITIONS

Unless defined elsewhere in this Agreement, capitalized words used throughout this Agreement are defined in Annex A (Definitions).

6. FEDERAL GAS TAX FUND

- 6.1 Any GTF funding that may be transferred by Canada to UBCM, when transferred, will be administered by UBCM in accordance with this Agreement, including the terms and conditions set out in Annex B (Terms and Conditions).

7. GOVERNANCE

- 7.1 This Agreement will be governed by a partnership committee which is hereby established.
- 7.2 The partnership committee will monitor the strategic implementation of this Agreement, and will serve as the principal forum to address and resolve issues arising from the implementation of this Agreement. Responsibilities, membership, appointments, and terms of reference for the partnership committee will be in accordance with Annex C (Partnership Committee).

8. DISPUTE RESOLUTION

- 8.1 The Parties will work together to resolve any issues which may arise in relation to this Agreement.
- 8.2 It is understood that failure to meet the following requirements are of particular interest and will be addressed as a priority:
- a) ensuring that Ultimate Recipients comply with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures) of Annex B (Terms and Conditions);
 - b) submitting an Annual Report to Canada and British Columbia by September 30th of each year and an Outcomes Report, as outlined in Schedule D (Reporting) of Annex B (Terms and Conditions);
 - c) conducting communications activities in accordance with the requirements outlined in Schedule E (Communications Protocol) of Annex B (Terms and Conditions).
- 8.3 An escalating dispute resolution approach would begin with a partnership committee discussion followed by senior official-level discussions and ultimately with discussions among the Federal and Provincial Ministers and the President of UBCM for resolution, within a reasonable timeframe, to the satisfaction of the Parties.
- 8.4 In the event of any unresolved issue, if the above resolution mechanisms fail to achieve a resolution, it is understood that the final decision with respect to such issue will rest solely with Canada.

9. AUDITS AND EVALUATION

- 9.1 Canada may, at its expense, carry out any audit in relation to this Agreement, and for this purpose, reasonable and timely access to all documentation, records and accounts that are related to this Agreement and the use of GTF funding, and any interest earned thereon, and to all other relevant information and documentation requested by Canada or its designated representatives, will be provided to Canada or its designated representatives by:

- British Columbia and UBCM, as applicable, where these are held by British Columbia, UBCM, or their respective agents or Third Parties; and
 - Ultimate Recipients where these are held by the Ultimate Recipient or a Third Party or their respective agents.
- 9.2 Canada may, at its expense, complete a periodic evaluation of the GTF to review the relevance and performance (i.e. effectiveness, efficiency and economy) of the GTF. British Columbia and UBCM will provide Canada with information on program performance and may be asked to participate in the evaluation process. The results of the evaluation will be made publicly available.
- 9.3 UBCM will keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and will, upon reasonable notice, make them available to Canada.
- 9.4 Sections 9.1 to 9.3 will remain in effect for 7 years beyond the expiration or termination of this Agreement unless otherwise agreed to by the Parties.

10. DURATION, TERMINATION, REVIEW AND AMENDMENT

- 10.1 This Agreement will be effective as of April 1, 2014 and will be in effect until March 31, 2024 unless the Parties agree to renew it. In the event where this Agreement is not renewed, any GTF funding and Unspent Funds, and any interest earned thereon held by UBCM or Ultimate Recipients, that have not been expended on Eligible Projects or other expenditures authorized by this Agreement as of March 31, 2024 will nevertheless continue to be subject to this Agreement until such time as may be determined by the Parties.
- 10.2 This Agreement will be reviewed by the Parties by March 31, 2018 and may be amended to incorporate changes, if any, agreed to by the Parties.
- 10.3 This Agreement may be amended at any time in writing as agreed to by the Parties.
- 10.4 If Canada concludes an agreement with respect to the GTF for similar purposes with any other province or territory of Canada, and that agreement taken as a whole is materially different from this Agreement, British Columbia or UBCM may ask Canada to agree to amend this Agreement so that, taken as a whole, it affords similar treatment to British Columbia and its Local Governments as the other agreement affords to the other province or territory and its municipalities. In the event of any such request, Canada, British Columbia and UBCM agree to discuss the request and any agreement reached between them to amend this Agreement will be effected in accordance with Section 10.3 (Duration, Termination, Review and Amendment).
- 10.5 This Agreement may be terminated at any time and for any reason by Canada, British Columbia or UBCM on two (2) years written notice. In the event where this Agreement is so terminated, any GTF funding and Unspent Funds and any interest earned thereon held by UBCM or Ultimate Recipients, that have not been expended on Eligible Projects or other expenditures authorized by this Agreement as of the date of termination will nevertheless continue to be subject to this Agreement until such time as may be determined by the Parties. In the event that any Party gives notice of its intent to terminate this Agreement, the Parties agree they will work collaboratively to develop a

strategy during the 2 year notice period to address transitional issues including, but not limited to, ongoing administration of any GTF funding and Unspent Funds and any interest earned thereon, and determining how long any GTF funding and Unspent Funds and any interest earned thereon held by UBCM or Ultimate Recipients that have not been expended on Eligible Projects will remain subject to this Agreement.

11. TRANSITION FROM, AND TERMINATION OF, THE FIRST AGREEMENT

11.1 As of the effective date of this Agreement, the First Agreement is terminated.

11.2 Notwithstanding Section 11.1 (Transition), the Parties agree that prior to its termination, the First Agreement is amended to add to Section 11.2 (Survival) of the First Agreement: Section 11.3 (Governing Law), Schedule A (Eligible Project Categories and Sub-Categories by Community Tier), Schedule B (Eligible Costs for Eligible Recipients) and Schedule E (Reporting and Audits).

11.3 Notwithstanding Section 11.1 (Transition), the Parties agree that the survival rights and obligations in Section 11.2 (Survival) of the First Agreement (including those added to that section by virtue of Section 11.2 (Transition From, and Termination of, The First Agreement) of this Agreement, and any other section of the First Agreement that is required to give effect to that survival section, will continue to apply beyond the termination of the First Agreement subject to the following:

- a) Regardless of any wording in the First Agreement with another effect (including Section 1.1) of Schedule C (Eligible Recipient Accountability Framework) of the First Agreement), Unspent Funds, including interest earned thereon, will, as of the effective date of this Agreement, be subject to this Agreement, including the terms and conditions set out in Annex B (Terms and Conditions);
- b) Notwithstanding Section 11.2 (Transition From, and Termination of, The First Agreement):
 - i. Unspent Funds that fall within the reporting period of the 2013 Annual Expenditure Report (as defined in the First Agreement) will be reported by UBCM to Canada in accordance with the First Agreement; and,
 - ii. Unspent Funds that fall within the reporting period that includes January 1, 2014 to the effective date of this Agreement will be reported by UBCM to Canada in accordance with this Agreement.
- c) If an Eligible Recipient (as defined under the First Agreement) wishes to amend a project approved for funding under the General Strategic Priorities Fund or the Innovations Fund by the Management Committee established under Section 4.2 (Management Committee) of the First Agreement, the change to the project must be approved by the management committee established under Section 3.3 (Strategic Priorities Fund) of Annex B (Terms and Conditions) of this Agreement;
- d) If the Greater Vancouver Regional District Board (GVRD) wishes to amend the scope of a project approved by the Management Committee established under Section 4.2 (Management Committee) of the First Agreement for funding under the Tier 3 Strategic Priorities Fund under the First Agreement, or substitute another Eligible Project (as defined in this Agreement) in its place, the GVRD may approve the change as though it were a project under the Greater Vancouver Regional Fund under section 3.2 of this Agreement, and must notify the UBCM of that change;

- e) If a Regional District Board wishes to amend the scope of a project approved by the Management Committee established under Section 4.2 (Management Committee) of the First Agreement for funding under that Regional District's Regionally Significant Projects Fund reservation under the First Agreement, or substitute another Eligible Project (as defined in this Agreement) in its place, the Regional District Board may approve the change, and must notify UBCM of that change;
- f) If all or part of the funding reserved for a Regional District under the Regionally Significant Projects Fund under the First Agreement has not been committed to fund projects approved by the Management Committee established under Section 4.2 (Management Committee) of the First Agreement, the Regional District Board may approve Eligible Projects (as defined in this Agreement) to be funded with the remaining reservation for the Regional District, and must notify UBCM of the approvals;
- g) With respect to Section 5.5 (Disposal of Eligible Projects) of the First Agreement, any repayment received by UBCM pursuant to the operation of Section 4 of Schedule C of the First Agreement will be considered included in the definition of Unspent Funds and must be used by UBCM and Ultimate Recipients in accordance with the terms and conditions of this Agreement;
- h) The survival of the reporting obligations under Sections 7.1 (Reporting), Section 1 m) of Schedule C (Eligible Recipient Accountability Framework), and Section 1.1 (Annual Expenditure Report) of Schedule E (Reporting and Audits) of the First Agreement extends only until these obligations are fulfilled by Eligible Recipients (as defined in the First Agreement) and UBCM, as applicable, for the 2013 reporting year, after which, the reporting obligations under Section 8 (Reporting) of Annex B (Terms and Conditions), Section 9 of Schedule A and Schedule D (Reporting) of this Agreement will apply;
- i) Any matters that Section 8.1 (Dispute Resolution) of the First Agreement would have applied to will be dealt with under Section 8 (Dispute Resolution) of this Agreement;
- j) Any matters that Section 10 (Communications) and Schedule G (Communications Protocol) of the First Agreement would have applied to will be dealt with under Section 6 (Communications) of Annex B (Terms and Conditions) and Schedule E (Communications Protocol) of this Agreement; and
- k) If an Ultimate Recipient under this Agreement is not in compliance with a Funding Agreement under the First Agreement, Section 4.3 (Payments to Ultimate Recipients by UBCM) of Annex B (Terms and Conditions) of this Agreement applies to payments to that Ultimate Recipient as though the Funding Agreement under the First Agreement were a Funding Agreement under this Agreement.

12. COUNTERPART SIGNATURE

This Agreement may be signed in counterpart and the signed copies will, when attached, constitute an original agreement.

13. CORRESPONDENCE

Any correspondence under this Agreement may be delivered in person, sent by electronic mail, sent by facsimile, or sent by mail addressed to:

Canada:

Assistant Deputy Minister,
Program Operations Branch
180 Kent Street, Suite 1100
Ottawa, Ontario
K1P 0B6

Email address: info@infc.gc.ca
Fax Number: 613 960-9423

or to such other address, e-mail or facsimile number or addressed to such other person as Canada may, from time to time, designate in writing to British Columbia and UBCM:

British Columbia:

Assistant Deputy Minister, Local Government Division
Ministry of Community, Sport and Cultural Development
PO Box 9490 Stn Prov Gov
Victoria, British Columbia
V8W 9N7

Email address: INFRA@gov.bc.ca
Fax Number: 250 356-1873

or such other address, e-mail or facsimile number or addressed to such other person as British Columbia may, from time to time, designate in writing to Canada and UBCM; and

UBCM:

Executive Director
Union of British Columbia Municipalities
525 Government Street
Victoria, British Columbia
V8V 0A8

Email address: ubcm@ubcm.ca
Fax Number: 250 356-5119

or such other address, e-mail or facsimile number or addressed to such other person as UBCM may, from time to time, designate in writing to Canada and British Columbia.

Signatures

CANADA

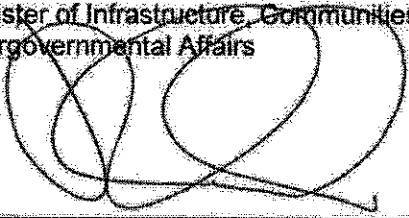
BRITISH COLUMBIA

The Honourable Denis Lebel

The Honourable Coralee Oakes

Minister of Infrastructure, Communities and
Intergovernmental Affairs

Minister of Community, Sport and Cultural
Development



Date

MAY 08 2014

Date

UNION OF BRITISH COLUMBIA MUNICIPALITIES

Director Rhona Martin
President
Union of British Columbia Municipalities

Date

Signatures

CANADA

BRITISH COLUMBIA



The Honourable Denis Lebel

The Honourable Coralee Oakes

Minister of Infrastructure, Communities and
Intergovernmental Affairs

Minister of Community, Sport and Cultural
Development

Date

May 8, 2014

Date

UNION OF BRITISH COLUMBIA MUNICIPALITIES

Director Rhona Martin
President
Union of British Columbia Municipalities

Date

Signatures

CANADA

BRITISH COLUMBIA

The Honourable Denis Lebel

The Honourable Coralee Oakes

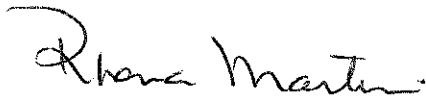
Minister of Infrastructure, Communities and
Intergovernmental Affairs

Minister of Community, Sport and Cultural
Development

Date

Date

UNION OF BRITISH COLUMBIA MUNICIPALITIES



Director Rhona Martin
President
Union of British Columbia Municipalities

May 9 2014
Date

ANNEX A DEFINITIONS

“Agreement” means this Administrative Agreement on the Federal Gas Tax Fund in British Columbia.

“Annual Report” means the duly completed annual report to be prepared and delivered by the UBCM to Canada and British Columbia, as described in Schedule D (Reporting).

“Asset Management” (AM) includes planning processes, approaches or plans that support integrated, lifecycle approaches to effective stewardship of infrastructure assets in order to maximize benefits and manage risk. AM is further described in Schedule F (Asset Management), and can include:

- an inventory of assets;
- the condition of assets;
- level of service;
- risk assessment;
- a cost analysis;
- community priority setting;
- long-term financial planning.

“Base Amount” means an amount established over a time-period, reflecting non-federal investments in Infrastructure and against which GTF investments will be measured to ensure that GTF investments are incremental.

“Contract” means an agreement between an Ultimate Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Eligible Expenditures” means those expenditures described as eligible in Schedule C (Eligible and Ineligible Expenditures).

“Eligible Projects” means projects as described in Schedule B (Eligible Project Categories).

“First Agreement” means the agreement for the transfer of federal gas tax revenues entered into on September 19, 2005 by the Government of Canada, British Columbia and UBCM, with an expiry date of March 31, 2019, as amended.

“Funding Agreement” means an agreement between UBCM and an Ultimate Recipient setting out the terms and conditions of the GTF funding to be provided to the Ultimate Recipient, containing, at a minimum, the elements in Schedule A (Ultimate Recipient Requirements).

“GTF” means the Gas Tax Fund, a program established by the Government of Canada setting out the terms and conditions for the administration of funding that may be provided by Canada to recipients under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, or any other source of funding as determined by Canada.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C (Eligible and Ineligible Expenditures).

“Infrastructure” means municipal or regional, publicly or privately owned tangible capital assets in British Columbia primarily for public use or benefit.

“Local Government” means a municipality as defined in the *Community Charter* [SBC 2003] Chapter 26, a regional district as defined in the *Local Government Act* [RSBC 1996] Chapter 323, and the City of Vancouver as continued under the *Vancouver Charter* [SBC 1953] Chapter 55.

“Outcomes Report” means the report to be delivered by March 31, 2018 and again by March 31, 2023 by UBCM to Canada and British Columbia which reports on how GTF investments are supporting progress towards achieving the program benefits, more specifically described in Schedule D (Reporting).

“Party” means Canada, British Columbia or UBCM when referred to individually and collectively referred to as “Parties”.

“Third Party” means any person or legal entity, other than Canada, British Columbia, UBCM or an Ultimate Recipient, who participates in the implementation of an Eligible Project by means of a Contract.

“Ultimate Recipient” means:

- (i) a Local Government or its agent (including its wholly owned corporation);
- (ii) a non-municipal entity, including for-profit, non-governmental and not-for-profit organizations, on the condition that (a) the Local Government(s) where the Eligible Project would be located, if applicable, has (have) indicated support for the project through a formal resolution of its (their) council(s) or board(s).
- (iii) the South Coast British Columbia Transportation Authority, the Greater Vancouver Water District and the Greater Vancouver Sewerage and Drainage District; a trust council, a local trust committee and the trust fund board, all within the meaning of the *Islands Trust Act*, and any other entity that delivers core local government services agreed to, in advance, by the Parties; and,
- (iv) BC Transit subject to the agreement of the appropriate Local Government, through its council or board. In the case of transit Eligible Projects within the Capital Regional District, the appropriate Local Government is the Capital Regional District.

“Unspent Funds” means Funds (as defined by the First Agreement) that have not been spent towards an Eligible Project (as defined under the First Agreement) or on administration costs in accordance with the First Agreement prior to the effective date of this Agreement.

ANNEX B TERMS AND CONDITIONS

1. ELIGIBLE PROJECT CATEGORIES

Eligible Project categories under the GTF will continue to include: public transit, local roads and bridges, active transportation infrastructure, wastewater, water, solid waste and community energy infrastructure and non-capital investments in capacity building initiatives. As announced in *Economic Action Plan 2013*, new eligible project categories have been added to include highways, local and regional airports, short-line rail, short-sea shipping, disaster mitigation, broadband and connectivity, brownfield redevelopment, culture, tourism, sport and recreation infrastructure. Schedule B (Eligible Project Categories) provides further details regarding Eligible Project categories.

2. ELIGIBLE AND INELIGIBLE EXPENDITURES

Eligible Expenditures are those associated with: acquiring, planning, designing, constructing, or renovating a tangible capital asset; strengthening of the ability of Local Governments to improve local and regional planning and asset management; and joint communication activities and federal signage. Schedule C (Eligible and Ineligible Expenditures) sets out specific requirements for eligible and ineligible expenditures.

3. DELIVERY MECHANISM

Subject to Sections 9.3 and 9.4 (Use and Recording of Funds by UBCM) of Annex B (Terms and Conditions) any GTF funding that may be received by UBCM from Canada, including interest earned thereon, will be delivered through three programs: Community Works Fund, Greater Vancouver Regional Fund and Strategic Priorities Fund, as set out below.

UBCM agrees to provide to Canada and British Columbia, upon request, a table detailing the Local Government allocations under the Community Works Fund and a list of approved projects under the Greater Vancouver Regional Fund and Strategic Priorities Fund, and promptly provide to Canada and British Columbia updates to this information.

3.1 COMMUNITY WORKS FUND

The Community Works Fund (CWF) provides funding to Local Governments for Eligible Expenditures of Eligible Projects that are in alignment with the requirements of this Agreement and that meet local priorities. Each Local Government is eligible to annually receive CWF, consisting of a floor amount and a per capita amount as set out in Section 3.4 (Funding Allocations to Each of the Programs).

The Local Government to which CWF funding is allocated chooses which Eligible Projects that meet local priorities will be funded with CWF funding. In order to receive CWF funding, the Local Government must sign a Funding Agreement with UBCM.

3.2 GREATER VANCOUVER REGIONAL FUND

The Greater Vancouver Regional Fund (GVRF) pools a percentage of GVRD and its member municipalities' per-capita allocation as set out in Section 3.4 (Funding Allocations to Each of the Programs), Table 1. In keeping with the Greater Vancouver Regional District request and as agreed to by the Parties, Eligible Expenditures of Eligible Projects funded with the GVRF allocation over the term of this Agreement must be regional transportation Eligible Projects proposed for funding by the South Coast British Columbia Transportation Authority (TransLink) and approved by the GVRD Board.

The GVRD must notify UBCM of the Eligible Projects that it has approved for funding, after which UBCM may provide funding to TransLink for those Eligible Projects. In order to receive GVRF funding, TransLink must sign a Funding Agreement with UBCM.

3.3 STRATEGIC PRIORITIES FUND

The Strategic Priorities Fund (SPF) provides an opportunity for Ultimate Recipients in those areas of the province outside the GVRD to access pooled, application based funding. The SPF provides funding for Eligible Expenditures of Eligible Projects that are in alignment with the requirements of this Agreement and are larger in scale, regional in impact, or innovative.

The partnership committee will set criteria and spending priorities for the SPF but will not select individual projects.

A management committee, which will be responsible for approving projects for funding under the SPF, is hereby established.

The management committee membership will consist of one member appointed by Canada, one member appointed by British Columbia, and three (3) members appointed by UBCM, one of which will be designated by UBCM as the Chair. The member appointed by Canada will have observer status only and will have no role in the responsibilities outlined below.

Replacement members from Canada, British Columbia or UBCM may, from time to time, be appointed. The Parties agree to keep each other informed in writing of new appointments.

The committee will adopt its terms of reference, which will establish procedures in respect of its meetings. The terms of reference must be in accordance with this Agreement, and may be amended from time to time by the committee.

The management committee is responsible to:

- approve projects for funding under the SPF, and approve any significant changes in the scope of those projects, and for these purposes, may establish criteria and processes in relation to the SPF, which must be in keeping with the strategic criteria and spending priorities set by partnership committee;
- approve requests by Ultimate Recipients for significant changes in the scope for any projects approved for funding under the General Strategic Priorities Fund or the Innovations Fund by the management committee under the First Agreement.

The amount allocated to the SPF is the percentage of per-capita funding indicated in Section 3.4 (Funding Allocations to Each of the Programs), Table 1.

In order to receive SPF funding, an Ultimate Recipient must sign a Funding Agreement with UBCM for the Eligible Project approved by the management committee.

3.4 FUNDING ALLOCATIONS TO EACH OF THE PROGRAMS

Subject to Sections 9.3 and 9.4 (Use and Recording of Funds by UBCM) of Annex B (Terms and Conditions) any GTF funding that may be received by UBCM from Canada, will be allocated to the CWF, GVRF and SPF as set out in Table 1.

A funding “floor” will ensure a reasonable base allocation of funds for each Local Government receiving funding under the CWF. Local Governments will each receive a CWF floor amount of \$50,000 in the first year of the Agreement, and \$50,000 plus an indexed amount in each subsequent year of the Agreement, with indexing at the same percentage and at the same time as indexation of GTF funding that may be transferred by Canada to UBCM.

TABLE 1:

Applicable Area of BC	Percentage allocated to each of the programs after taking floors into consideration		
	CWF	GVRF	SPF
GVRD and member municipalities	5%	95%	N/A
All other Local Governments	75%	N/A	25%

4. USE OF FUNDS BY ULTIMATE RECIPIENTS

- 4.1 Any GTF funding that may be received by Ultimate Recipients and any Unspent Funds, and any interest earned thereon held by Ultimate Recipients must be used by Ultimate Recipients in accordance with this Agreement, including specifically Schedule A (Ultimate Recipient Requirements).
- 4.2 Any GTF funding that may be received by Ultimate Recipients and any Unspent Funds, and any interest earned thereon held by Ultimate Recipients will be treated as federal funds with respect to other federal infrastructure programs.
- 4.3 Payments to an Ultimate Recipient by UBCM are subject to the compliance by an Ultimate Recipient with the terms and conditions of this Agreement and to any Funding Agreement it has with UBCM.

5. INCREMENTAL SPENDING

GTF funding that may be received from Canada is not intended to replace or displace existing sources of funding for Ultimate Recipient expenditures on tangible capital assets. As such, over the term of this Agreement, Ultimate Recipient expenditures on tangible capital assets must result in incremental spending as measured by the methodology, which will include a Base Amount, approved by the partnership committee.

6. COMMUNICATIONS

This Agreement formalizes clear requirements to support federal communications objectives. Schedule E (Communications Protocol) sets out specific communications requirements, including:

- providing upfront project information on an annual basis for communications purposes;
- including the federal government in local project communications; and
- installing federal project signs.

7. ASSET MANAGEMENT

The Parties agree that strengthening Local Government capacity to undertake Asset Management is integral to building strong cities, communities and regions, and agree to support Asset Management practices in all Local Government jurisdictions during the term of the Agreement. Schedule F (Asset Management) provides more details on the approach agreed upon by the Parties.

8. REPORTING

UBCM will provide to Canada and British Columbia an Annual Report reporting on expenditures as well as a project list. Furthermore, UBCM will provide to Canada and British Columbia periodic Outcomes Reports indicating progress and results of the GTF in order to demonstrate overall GTF progress toward the national objectives. Schedule D (Reporting) sets out specific reporting requirements.

9. USE AND RECORDING OF FUNDS BY UBCM

- 9.1 UBCM will ensure that any Unspent Funds held by UBCM and any GTF funding that may be received from Canada, as well as any interest earned thereon are used solely in accordance with the terms and conditions set out in this Agreement.
- 9.2 Pending payment to Ultimate Recipients or other uses in accordance with the terms and conditions of this Agreement, UBCM will record into a separate and distinct account any GTF funding it may receive from Canada and any interest earned thereon.
- 9.3 UBCM may only use any GTF funding it may receive from Canada, along with any interest earned thereon, for the following:
 - payments to Ultimate Recipients in keeping with the delivery mechanisms identified above, and in accordance with the terms and conditions of this Agreement; and
 - upon the review by the partnership committee and acceptance by Canada of a detailed business case, which must be submitted by April 1, 2015, for administration expenses related to program delivery and implementation of the Gas Tax Fund in

British Columbia, including expenditures associated with communication activities such as public project announcements.

- 9.4 UBCM may only use Unspent Funds it holds, as well as any interest earned thereon, for the following:
- any remaining payments to Eligible Recipients (as defined in the First Agreement) for CWF, or in relation to Eligible Projects (as defined by the First Agreement) approved for funding under the Strategic Priorities Fund and Innovation Fund under the First Agreement;
 - any other commitments made in accordance with the terms and conditions of the First Agreement which remain outstanding at the time Unspent Funds are reported; and
 - in accordance with Section 9.3 (Use and Recording of Funds by UBCM) if there are any remaining amounts after all payments are made in accordance with the previous two bullets.

SCHEDULE A - Ultimate Recipient Requirements

Funding Agreements must require that Ultimate Recipients:

1. Ensure that any Unspent Funds and any GTF funding received from UBCM, as well as any interest earned thereon are used in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
2. Treat any Unspent Funds and any GTF funding received from UBCM, as well as any interest earned thereon as federal funds with respect to other federal infrastructure programs in accordance with Section 4.2 (Use of Funds by Ultimate Recipients) of Annex B (Terms and Conditions).
3. Ensure that any Unspent Funds and any GTF funding received from UBCM, as well as any interest earned thereon result in incremental spending in accordance with Section 5 (Incremental Spending) of Annex B (Terms and Conditions).
4. Comply with all Ultimate Recipient requirements outlined in Schedule E (Communications Protocol).
5. During the term of this Agreement, where an Ultimate Recipient is a Local Government, work to strengthen Asset Management, in accordance with the Asset Management framework developed by the partnership committee.
6. Invest, in a distinct account, GTF funding they receive from UBCM in advance of it paying Eligible Expenditures.
7. With respect to Contracts, award and manage all Contracts in accordance with the Ultimate Recipients' relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
8. Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
9. Submit a report to UBCM, in a format acceptable to UBCM, by June 1 in each year, which includes:
 - GTF transactions of the Ultimate Recipient for the previous calendar year, in sufficient detail to allow UBCM to create the aggregated report required by Schedule D (Reporting);
 - a declaration from the officer responsible for financial administration that the Ultimate Recipient has complied with all Funding Agreements between it and UBCM; and
 - any other information required by UBCM to fulfill its responsibilities under this Agreement, including, but not limited to project outcomes in relation to anticipated program benefits, expenditures made for tangible capital assets, and progress made towards Asset Management improvements.
10. Allow Canada and UBCM reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of any Unspent Funds and any GTF funding, as well as any interest earned thereon, and all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit, evaluation, and ensuring

compliance with this Agreement.

11. Ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from GTF funding, Unspent Funds and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.
12. Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada.
13. Ensure their actions do not establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada, British Columbia, or UBCM and the Ultimate Recipient, or between Canada, British Columbia, or UBCM and a Third Party.
14. Ensure that they do not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of Canada, British Columbia or UBCM.
15. Ensure that they will not, at any time, hold the Government of Canada or British Columbia or any of their respective officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to GTF funding or an Eligible Project and that they will, at all times, compensate the Government of Canada or British Columbia and their respective officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to GTF funding or an Eligible Project, except to the extent to which such claims or losses relate to the negligence of an officer, employee, or agent of Canada in the performance of his or her duties.
16. Ensure that they will not, at any time, hold UBCM or any of its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to GTF funding or an Eligible Project and that they will, at all times, compensate UBCM and its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to GTF funding or an Eligible Project, except to the extent to which such claims or losses relate to the act of negligence of an officer, employee, or agent of UBCM in the performance of his or her duties.
17. Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Agreement will extend beyond such expiration or termination.

SCHEDULE B - Eligible Project Categories

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

1. Local roads, bridges – roads, bridges and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
2. Highways – highway infrastructure.
3. Short-sea shipping – infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
4. Short-line rail – railway related infrastructure for carriage of passengers or freight.
5. Regional and local airports – airport-related infrastructure (excludes the National Airport System).
6. Broadband connectivity – infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
7. Public transit – infrastructure that supports a shared passenger transport system which is available for public use.
8. Drinking water – infrastructure that supports drinking water conservation, collection, treatment and distribution systems.
9. Wastewater – infrastructure that supports wastewater and storm water collection, treatment and management systems.
10. Solid waste – infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.
11. Community energy systems – infrastructure that generates or increases the efficient usage of energy.
12. Brownfield Redevelopment – remediation or decontamination and redevelopment of a brownfield site within Local Governments boundaries, where the redevelopment includes:
 - the construction of public infrastructure as identified in the context of any other eligible project category under the GTF, and/or;
 - the construction of Local Government public parks and publicly-owned social housing.
13. Sport Infrastructure – amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Western Hockey League)).

14. Recreational infrastructure – recreational facilities or networks.
15. Cultural infrastructure – infrastructure that supports arts, humanities, and heritage.
16. Tourism infrastructure – infrastructure that attract travelers for recreation, leisure, business or other purposes.
17. Disaster mitigation – infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.

Eligible Projects also include:

18. Capacity building – includes investments related to strengthening the ability of Local Governments to develop long-term planning practices.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

SCHEDULE C - Eligible and Ineligible Expenditures

1. Eligible Expenditures

1.1 Eligible Expenditures of Ultimate Recipients will be limited to the following:

- a) the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that asset;
- b) for capacity building category only, the expenditures related to strengthening the ability of Local Governments to improve local and regional planning including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:
 - i. studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
 - ii. training directly related to asset management planning; and,
 - iii. long-term infrastructure plans.
- c) the expenditures directly associated with joint communication activities and with federal project signage for GTF-funded projects.

1.2 Employee and Equipment Costs: The incremental costs of the Ultimate Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- a) the Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a contract;
- b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
- c) the arrangement is approved in advance and in writing by UBCM.

1.3 Administration expenses of UBCM related to program delivery and implementation of this Agreement, in accordance with Section 9 (Use and Recording of Funds by UBCM) of Annex B (Terms and Conditions).

2. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- a) project expenditures incurred before April 1, 2005;
- b) project expenditures incurred before April 1, 2014 for the following investment categories:
 - i. highways;
 - ii. regional and local airports;
 - iii. short-line rail;
 - iv. short-sea shipping;
 - v. disaster mitigation;
 - vi. broadband connectivity;

- vii. brownfield redevelopment;
- viii. cultural infrastructure;
- ix. tourism infrastructure;
- x. sport infrastructure; and
- xi. recreational infrastructure.

- c) the cost of leasing of equipment by the Ultimate Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, its direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- d) taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- e) purchase of land or any interest therein, and related costs;
- f) legal fees; and
- g) routine repair and maintenance costs.

SCHEDULE D - Reporting

Reporting requirements under the GTF consist of an Annual Report and an Outcomes Report which will be submitted to Canada and British Columbia for review and acceptance. The reporting year is January 1st to December 31st.

1. Annual Report

By September 30th of each year, UBCM will provide to Canada and British Columbia an Annual Report in an electronic format deemed acceptable by Canada consisting of the following in relation to the previous reporting year:

1.1 Financial Report Table:

The financial report table will be submitted in accordance with the following template.

Annual Report Financial Table	Annual	Cumulative
	20xx - 20xx	2014 - 20xx
UBCM		
Opening Balance ¹	\$xxx	
Received from Canada	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Administrative Cost	(\$xxx)	(\$xxx)
Transferred to Ultimate Recipients	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	
Ultimate Recipients in aggregate		
Opening Balance ²	\$xxx	
Received from UBCM	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Spent on Eligible Expenditures	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	

¹ For the 2014 Annual Report this means the amount reported as unspent by UBCM in the 2013 Annual Expenditure Report (as defined under the First Agreement).

² For the 2014 Annual Report this means the amount reported as unspent by Eligible Recipients (as defined under the First Agreement) in the 2013 Annual Expenditure Report (as defined under the First Agreement).

1.2 Independent Audit or Audit Based Attestation:

UBCM will provide an independent audit opinion, or an attestation based on an independent audit and signed by a senior official designated in writing by British Columbia and UBCM, as to:

- a) the accuracy of the information submitted in the Financial Report Table; and
- b) that GTF funding and Unspent Funds, and any interest earned thereon, were expended for the purposes intended.

1.3 Project List

UBCM will maintain, and provide to Canada and British Columbia a project list submitted in accordance with the following template.

Annual Report - GTF Project List Template

Project ID	Ultimate Recipient	Project Title	Project Description	Investment category	Total Project Cost	Funds (GTF) Spent	Completed

2. Outcomes Report

By March 31, 2018 and March 31, 2023, UBCM will provide to Canada and British Columbia and make publicly available, an Outcomes Report that will report in aggregate on the degree to which investments are supporting the progress in British Columbia towards achieving the following program benefits:

- a) beneficial impacts on communities of completed Eligible Projects;
- b) enhanced impact of GTF as a predictable source of funding including incremental spending; and
- c) progress made on improving Local Government Asset Management.

The Outcomes Report will present performance data and a narrative on program benefits. The partnership committee will develop and approve a methodology for reporting on performance in respect of each of the program benefits.

SCHEDULE E- Communications Protocol

1 Purpose

- 1.1. The provisions of this Communications Protocol apply to all communications activities related to any GTF funding which may be delivered by Canada, including allocations, and Eligible Projects funded under this Agreement. Communications activities may include, but are not limited to, public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.
- 1.2. Through collaboration, the Parties agree to work to ensure clarity and consistency in the communications activities meant for the public.

2 Joint communications approach

- 2.1. The Parties agree to work in collaboration to develop a joint communications approach that identifies guiding principles, including those related to the provision of upfront project information, project signage, and planned communications activities throughout the year. This joint communications approach will have the objective of ensuring that communications activities undertaken each calendar year communicate a mix of Eligible Project types from both large and small communities, span the full calendar year and use a wide range of communications mediums.
- 2.2. The Parties agree that the initial annual joint communications approach will be finalized and approved by the partnership committee within 60 working days following the inaugural meeting of the partnership committee.
- 2.3. The Parties agree that achievements under the joint communications approach will be reported to the partnership committee once a year, or more frequently as requested by the partnership committee.
- 2.4. The Parties agree to assess the effectiveness of the joint communications approach on an annual basis and, as required, update and propose modifications to the joint communications approach. Any modifications will be brought to the partnership committee for approval.

3 Inform Canada on allocation and intended use of GTF funding for communications planning purposes

- 3.1. UBCM agrees to provide to Canada upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, prior to the construction season. The Parties will agree, in the joint communications approach, on the date this information will be provided. The information will include, at a minimum:

Ultimate Recipient name; Eligible Project name; Eligible Project category, a brief but meaningful Eligible Project description; amount of Funds being used toward the Eligible Project; and anticipated start date.

3.2 The Parties agree that the above information will be delivered to Canada in an electronic format deemed acceptable by Canada. This information will only be used for communications planning purposes and not for program reporting purposes.

3.3 The Parties agree that the joint communications approach will define a mechanism to ensure the most up-to-date Eligible Project information is available to Canada to support media events and announcements for Eligible Projects.

4 Project signage

4.1 The Parties and Ultimate Recipients may each have a sign recognizing their contribution to Eligible Projects.

4.2 At Canada's request, Ultimate Recipients will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach.

4.3 Where British Columbia, UBCM or an Ultimate Recipient decides to install a permanent plaque or other suitable marker with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.

4.4 The Ultimate Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.

4.5 British Columbia or UBCM agree to inform Canada of signage installations on a basis mutually agreed upon in the joint communications approach.

5 Media events and announcements for Eligible Projects

5.1 The Parties agree to have regular announcements of Eligible Projects that are benefiting from GTF funding that may be provided by Canada. Key milestones may be marked by public events, news releases and/or other mechanisms.

5.2 Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

5.3 A Party or an Ultimate Recipient may request a media event.

5.4 Media events related to Eligible Projects will not occur without the prior knowledge and agreement of the Parties and the Ultimate Recipient.

5.5 The Party or Ultimate Recipient requesting a media event will provide at least 15 working days' notice to the other Parties or Ultimate Recipient of their intention to undertake such an event. The event will take place at a mutually agreed date and location. The Parties and the Ultimate Recipient will have the opportunity to participate in such events through a designated representative. The Parties will each designate their own representative.

5.6 The conduct of all joint media events and products will follow the *Table of Precedence for Canada* as outlined at <http://www.pch.gc.ca/pgm/ceem-cced/prtcl/precedence-eng.cfm>.

5.7 All joint communications material related to media events must be approved by Canada and recognize the funding of the Parties.

5.8 All joint communications material must reflect Canada's policy on official languages and the federal identity program.

6 Program communications

6.1 The Parties and Ultimate Recipients may include messaging in their own communications products and activities with regard to the GTF.

6.2 The Party or Ultimate Recipient undertaking these activities will provide the opportunity for the other Parties and Ultimate Recipient to participate, where appropriate, and will recognize the funding of all contributors.

6.3 The Parties agree that they will not unreasonably restrict the other Parties or Ultimate Recipient from using, for their own purposes, public communications products related to the GTF prepared by a Party or Ultimate Recipients, or, if web-based, from linking to it.

6.4 Notwithstanding Section 5 (Communications Protocol), Canada retains the right to meet its obligations to communicate information to Canadians about the GTF and the use of funding through communications products and activities.

7 Operational communications

7.1 The Ultimate Recipient is solely responsible for operational communications with respect to Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.

7.2 Canada, British Columbia, UBCM or the Ultimate Recipient will share information promptly with the Parties should significant emerging media or stakeholder issues relating to an Eligible Project arise. The Parties will advise Ultimate Recipients, when appropriate, about media inquiries received concerning an Eligible Project.

8 Communicating success stories

British Columbia and UBCM agree to facilitate communications between Canada and Ultimate Recipients for the purposes of collaborating on communications activities and products including but not limited to Eligible Project success stories, Eligible Project vignettes, and Eligible Project start-to-finish features.

9 Advertising campaigns

Recognizing that advertising can be an effective means of communicating with the public, a Party or an Ultimate Recipient may, at their own cost, organize an advertising or public information campaign related to the GTF or Eligible Projects. However, such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Ultimate Recipient agrees to inform the other Parties of its intention, and to inform them no less than 21 working days prior to the campaign launch.

SCHEDULE F – Asset Management

The Parties agree that the approach to integrated community sustainability planning under the First Agreement was effective in increasing the capacity of the diverse range of Local Governments in British Columbia to enhance their community's sustainability.

Building on that success, the Parties wish to maintain the program's support for building Local Government capacity to take an integrated, long-term approach to plan, build and maintain strong sustainable communities, while providing a particular focus on strengthening Asset Management within those communities.

Asset Management is a key underpinning of community sustainability because it can inform a range of investment, servicing and community planning decisions, which support maximizing Local Government investment in services and related infrastructure.

Local Governments in British Columbia exhibit varying degrees of capacity to undertake Asset Management activities and integrate Asset Management into their operational and policy decision-making frameworks. Consequently, an approach that recognizes these varying capacities will be most effective in supporting the full range of Local Governments as they work to begin or strengthen their Asset Management activities.

Given this, the partnership committee will develop an Asset Management framework to guide Local Governments in meeting their Asset Management commitment under this Agreement. The framework will support all Local Governments to build and strengthen Asset Management over the term of the Agreement while recognizing the varying capacities of Local Governments and the range of ongoing Asset Management activities.

ANNEX C: PARTNERSHIP COMMITTEE

The partnership committee will be co-chaired by three (3) members, one of which will be appointed by each of the Parties, and designated by that Party as a co-chair. The terms of reference for the partnership committee may provide that additional members of the committee may be appointed by each of the Parties, so long as the composition of the committee consists of equal representation from each of the Parties.

Replacement members may, from time to time, be appointed. The Parties agree to keep each other informed in writing of new appointments.

The committee will govern by consensus, examine issues together and, in good faith, reasonably attempt to resolve potential issues.

The committee will adopt its terms of reference, which will govern the composition of the committee and procedures in respect of its meetings. The terms of reference must be in accordance with this Agreement, and may be amended from time to time by the committee.

The committee is responsible to:

- resolve disputes that arise in relation to the administration of this Agreement, for the purposes of Section 8 (Dispute Resolution);
- set strategic criteria and spending priorities for the SPF, for the purposes of Section 3.3 (Strategic Priorities Fund) of Annex B (Terms and Conditions) – this will not include approving projects or project changes;
- develop and approve a methodology for measuring incremental spending of GTF funding for Local Governments, for the purposes of Section 5 (Incremental Spending) of Annex B (Terms and Conditions);
- develop and approve a framework for Asset Management, for the purposes of Section 7 (Asset Management) of Annex B (Terms and Conditions), within one (1) year of the effective date of this Agreement, that provides opportunities for all Local Governments, regardless of their existing capacity or level of Asset Management, to strengthen Asset Management within their communities over the term of this Agreement;
- develop and approve a methodology for reporting on performance in respect of each of the program benefits, for the purposes of Section 2 (Outcomes Report) of Schedule D (Reporting);
- review the detailed business case, for the purposes of Section 9.3 (Use and Recording of Funds by UBCM) of Annex B (Terms and Conditions); and
- assign representatives for each of the Parties to develop an annual joint communications approach; to approve that approach; to receive an annual report on communications undertaken; and to consider any proposed modifications to the annual joint communications approach, for the purposes of Schedule E (Communications Protocol).