

## **Terms of Reference: Partnership Committee**

On May 8, 2014, the Administrative Agreement on the Federal Gas Tax Fund in British Columbia (the Agreement) was signed between the federal and provincial governments and the Union of BC Municipalities (UBCM). Section 7.1 of the Agreement established the Gas Tax partnership committee, and set out the responsibilities of the Gas Tax partnership committee in Annex C of the Agreement.

### **The Committee:**

The partnership committee will be co-chaired by three (3) members, one of which will be appointed by each of the parties.

Other Members may also be appointed, 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.

If a Co-Chair is not able to attend a meeting, or is otherwise unable to act, the Co-Chair may designate an alternate, and that alternate shall act as that Co-Chair.

If a Member is not able to attend a meeting, or is otherwise unable to act, that Member may designate an alternate, and that alternate shall act as that Member.

### **Decisions:**

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

The decisions, approvals and recommendations of the committee will be made or given upon agreement by the Members, within their respective delegated authorities. The signature of all three co-chairs on behalf of the partnership committee shall be verification, for the purposes the Agreement, of any such decision, recommendation or approval by partnership committee.

### **Responsibilities:**

- a) resolve disputes that arise in relation to the administration of the Agreement
- b) set strategic criteria and spending priorities for the Strategic Priorities Fund
- c) develop and approve a methodology for measuring incremental spending of GTF funding for Local Governments
- d) develop and approve a framework for Asset Management
- e) develop and approve a methodology for reporting on performance in respect of each of the program benefits
- f) review a detailed business case
- g) 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
- h) approve all procedures in respect of its own meetings, including rules for the conduct of meetings and the making of decisions where the members are not physically present in one place
  - i) Carry out any other duties, powers and functions as may be required to govern the Agreement

**Committee Operations:**

- a) the committee may agree to conduct virtual meetings whereby motions can be circulated by email and voted un by email. An email approving the motion from each Member of the committee shall be sufficient verification of any such decision, recommendation or approval by the committee
- b) the committee shall meet as necessary and at minimum once a year, in person or by teleconference, at such places and on such dates as may be agreed upon by Members. The co-chairs may alter the timetable to meet the demands on the committee
- c) A quorum for all meetings of the committee shall be the co-chairs and that represents all three parties
- d) The committee may expand its roles, based on requirements determined by the Parties. The committee may establish sub-committees of the partnership committee, as required from time to time, to support the partnership committee in governing the Agreement. The committee may provide clarification and interpretation of provisions contained in the Agreement
- e) UBCM will provide administrative support for the partnership committee. Administrative costs associated with these responsibilities will be borne by the responsible party.
- f) Members or the organizations they represent will be responsible for members' costs of attending meetings and other costs associated with committee membership
- g) The partnership committee may amend the Terms of Reference of the partnership committee, management committee, as required.

**Agreement language prevails**

If any items in these terms of reference is at odds with the Agreement, the wording of the Agreement will prevail.