

# ASSET MANAGEMENT BC PARTNERSHIP AGREEMENT

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**THIS PARTNERSHIP AGREEMENT** (the “Agreement”) made and entered into the 1st day of January, 2018.

## **BETWEEN**

Union of BC Municipalities,  
Local Government Management Association of BC,  
Government Finance Officers Association of BC,  
Planning Institute of BC,  
Municipal Insurance Association of BC,  
British Columbia Water & Waste Association,  
Civicinfo BC,  
Public Works Association of BC, and  
Province of British Columbia

## **WHEREAS**

The Partners recognize:

The importance and benefits of asset management within their organizational mandate:

A collaborative and integrated approach adds value to further support asset management and meet goals and objectives benefitting the Partners, the Partnership and local government:

The federal and provincial government has a mandate to encourage and support development and implementation of local government asset management practices through the Gas Tax Agreement and other programs: and

Since 2008, the Partners have been actively involved in a Community of Practice aimed at supporting asset management in BC under the name Asset Management BC.

And Whereas:

The Partners will acknowledge that Asset Management BC has entered into a Memorandum of Understanding with the Canadian Network of Asset Managers to collaborate and share information in support of local government asset management and continue to recognize that MOU (Schedule A); and

The Partnership may enter into other Memorandum of Understandings with other organizations that have similar interests in asset management and may wish to participate and/or support the Partnership.

## **DEFINITIONS**

**Asset Management** - Asset Management is an integrated process, bringing together skills, expertise, and activities of people; with information about the community’s physical and natural

assets; and finances; so that informed decisions can be made, supporting Sustainable Service Delivery.

**Business** – means the activities and processes carried out in support of the Partnership or the Asset Management BC Community of Practice.

**Community of Practice** – means the broad group of asset management stakeholders that support the Partnership through focused learning, educating, sharing and collaboration of asset management best practices.

**Intellectual Property Rights (IPRs)** - Intellectual Property Rights (IPRs) include, but are not limited to, any proprietary rights, created by statute or common law, in or relating to trademarks (registered or unregistered), tradenames, goodwill in trademarks or tradenames and the rights to sue for passing off or unfair competition, service marks, domain names, rights in get-up and trade dress, copyrights, moral rights, designs (whether registered or not), inventions (whether or not patented), trade secrets, and confidential information, including processes, methods, software, data, know-how, show-how, ideas, techniques, marketing plans, strategies, forecasts, and customer lists.

**Partnership** - The Partnership means the partnership formed by the Partners pursuant to the Agreement.

**Sustainable Service Delivery** - Sustainable Service Delivery ensures that current community service needs, and how those services are delivered (in a socially, economically and environmentally responsible manner), do not compromise the ability of future generations to meet their own needs. Communities build and maintain infrastructure to provide services. These services support our quality of life, protect our health and safety, and promote social, economic and environmental well-being. Failure to care for our infrastructure, manage our natural resources and protect the benefits provided by nature risks degrading, or even losing, the services communities enjoy, and that future generations may rely on.

Sound asset management practices support Sustainable Service Delivery by considering community priorities, informed by an understanding of the trade-offs between the available resources and the desired services.

**IN CONSIDERATION OF** and as a condition of the Partners entering into this Agreement and other valuable considerations, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

**Ownership**

1. The Partners agree that they will be equal owners of the business and assets of the Partnership.
2. The Partners further agree that the partnership will own all IPRs which arise and are created pursuant to this Agreement.

### **Formation**

3. By this agreement the Partners enter into the Partnership in accordance with the laws of the Province of British Columbia, but is not pursuant to the Partnership Act.

### **Name**

4. The name of the Partnership is: *Asset Management BC*

The Partnership will brand the business as *Asset Management BC*

### **Purpose**

5. The purpose of the Partnership is to provide leadership and support for the management of community infrastructure assets through:
  - Support to a community of practice that recognizes individual Partner contributions to asset management methods and leverages that to the benefit of local governments in BC;
  - Building awareness through education and the transfer of knowledge to local governments in BC;
  - Consideration of all matters respecting the broadest interpretation of asset management strategies, tools and results for the betterment of local governments in BC;
  - Defining specific projects and strategies to seek funding to deliver the projects;
  - Management and monitoring of programs and services;
  - Developing specific programs, tools or considerations on other matters that will assist local governments respecting asset management;
  - Establishing and overseeing administrative requirements; and supporting the implementation of *Asset Management for Sustainable Service Delivery: A BC Framework* by local governments in BC.

### **Term**

6. The Partnership will begin on the day the last Partner signs this Agreement and will continue for an initial term of three years.

Ninety days prior to the expiry of the term, the Partners will determine the need to extend the term or terminate the Partnership.

### **Place of Business**

7. The principal office of the business of the Partnership will be that of the Partner responsible for administration of the Partnership or such other place as the Partners may from time to time designate.

### **Revenue and Expenses**

8. The Partners agree that net revenues from Partnership activities will be held by the Partnership and managed to support Partnership activities and initiatives. It is not the intention of the Partnership to incur deficits, but to generate a small net surplus annually to support the sustainable operations of the Partnership

## **Partnership Terms**

9. The following reflect terms agreed upon by the Partners in the formation of the Partnership.

Each Partner will:

- Provide \$5,000/year over the defined term;
- Agree to actively participate in the Partnership management;
- Collaborate on all activities that support the purpose of the Partnership;
- Promote and integrate Partnership activities within the programs of their respective organization;
- Support the activities and endorse the deliverables of the Partnership; and
- Cover their own expenses incurred during their participation in the Partnership.

10. The Partners agree to appoint the Union of BC Municipalities as the administrative partner for the initial term of this Agreement.

11. All Partners will be jointly recognized as the partners in the delivery of the *Asset Management BC* and their logos and branding will be reasonably displayed on all materials associated with *Asset Management BC* in print and electronically, including any materials used in or outside of B.C.

## **Management**

12. A “Partnership Committee” will oversee the management of the Partnership. The Partnership Committee is made up of one representative from each Partner.

13. The role of the Partnership Committee is to:

- Set strategic direction for Asset Management BC;
- Approve the budget, business plan and work plan for Asset Management BC;
- Monitor, manage and advise on financial management of Asset Management BC;
- Establish as required a BC Asset Management Working Group that provides support, advice and input on Asset Management BC activities
- Provide direction to and be responsible for hiring employee(s) or contractor(s) to carry out the activities of Asset Management BC.

14. Terms of Reference (Schedule B) will establish the structure of the Partnership Committee.

15. The Partnership Committee will meet at a minimum of twice a year, the timing at the discretion of the members. Meetings may take place electronically as long as all members are able to hear the deliberations and have their inputs and votes heard and recorded accurately.

16. Quorum is the majority of the voting members of the Partnership Committee. A Chair, Secretary and Treasurer will be elected annually from the voting membership to serve for one year. A Chair may only serve a maximum of three terms.

17. Except as the Partners may otherwise agree in writing, all actions and decisions respecting the management, operation and control of the Partnership and its business will be governed by consensus. The Partnership Committee will determine if Partnership Committee actions and/or decisions require referral to the respective Boards of the Partners for further Partner approval.

18. Any Partner can call a special meeting to resolve issues that require a vote, as indicated by this Agreement, by providing all Partners with reasonable notice of 48 hours. In the case of a special vote, the meeting will be restricted to the specific purpose for which the meeting was held.

### **Financial Requirements**

19. Accurate and complete books of account of the transactions of the Partnership will be kept in accordance with generally accepted accounting principles (GAAP) by the Partner responsible for administration, and at all reasonable times will be available and open to inspection and examination by the Partners and their professional representatives but otherwise will be maintained in confidence. The books and records of the Partnership will reflect all the Partnership's transactions and will be appropriate and adequate for the business conducted by the Partnership.

20. As soon as is practicable after the close of each fiscal year, the Partner responsible for administration will furnish to the Partnership Committee an annual report showing a full and complete account of the condition of the Partnership, including:

- a) A statement of all information as will be necessary for the preparation of income or other tax returns;
- b) Any additional information that the Partners may require.

21. The fiscal year will end on December 31 of each year.

22. Any Partner will have the right to request an audit of the Partnership at any time. The cost of the audit will be borne by the requesting Partner or it may be shared by mutual agreement of the Partners. The audit will be performed by an accounting firm acceptable to the Partners. Not more than one (1) audit will be required by any Partner for any fiscal year. Any Partner has the right to inspect at its own expense the books and records of the Partnership.

### **Admitting a New Partner**

23. A new Partner may only be admitted to the Partnership by agreement of all existing Partners.

24. Any new Partner agrees to be bound by all the terms, conditions and covenants of this Agreement, inclusive of all current and future amendments. A new Partner will execute such documents as are needed to effect the admission of the new Partner and will receive such business interest in the Partnership as determined by a unanimous decision of the other Partners.

### **Voluntary or Involuntary Withdrawal and Dissolution of the Partnership**

25. Any Partner will have the right to voluntarily withdraw from the Partnership at any time with written notice to be served upon the remaining Partner(s) with at least 12 months' notice.

26. Notice of withdrawal will result in the Partner leaving the Partnership on the date specified in the Notice. Notice shall be served by the authorized designate of the terminating Partner.

27. Events of Default resulting in the involuntary withdrawal of a Partner from the Partnership include but are not limited to:

- a) Gross Partner incompetence;
- b) Breach of fiduciary duties by a Partner, including a breach of paragraph 35 below;

- c) Ceasing of operations of a Partner for any reason;
- d) Any act or omission of a Partner that can reasonably be expected to bring the business or reputation of the Partnership into disrepute;
- e) A Partner failing to perform any of its obligations or responsibilities;
- f) A Partner:
  - (i) filing a petition or voluntarily commencing any proceeding seeking relief under any insolvency or bankruptcy law, or
  - (ii) applying for or consenting to the appointment of a receiver, interim receiver, receiver and manager, custodian, trustee, sequestrator, liquidator or similar official for itself or for a substantial part of its property and assets, or
  - (iii) making a general assignment for the benefit of creditors, or
  - (iv) becoming unable, admitting in writing its inability or failing generally to pay its debt as they become due, or
  - (v) taking any action for the purpose of effecting any of the foregoing; or
- g) An involuntary proceeding is commenced or an involuntary petition is filed in a court of competent jurisdiction seeking:
  - (i) relief in respect of a Partner or of a substantial part of its property and assets under any insolvency or bankruptcy law,
  - (ii) the appointment of a receiver, interim receiver, receiver and manager, custodian, trustee, sequestrator, liquidator or similar official for such Partner or for a substantial part of its property and assets, or
  - (iii) the winding-up, liquidation or reorganization of such Partner.

28. If a Partner commits an Event of Default, then the other Partner(s) may bring about the involuntary withdrawal of the defaulting Partner upon written notice to the defaulting Partner specifying the nature of the Event of Default, and the termination date.

29. In the event the Partners mutually agree to dissolve the Partnership, the Partners will agree to the orderly liquidation of the Partnership and share equally in the remaining assets and liabilities of the Partnership.

### **Duty of Loyalty**

30. The Partners will not take for themselves, or divert to any affiliate, a maturing business opportunity that the Partnership is actively pursuing or that the Partnership can reasonably be said to have some connection to or expectancy of, and which the Partnership might have had an interest in pursuing had the Partner disclosed its existence to the Partnership, without the prior consent of the remaining Partner(s).

31. Each Partner will devote such time and attention to the business of the Partnership as is reasonably required to ensure its success.

32. No Partner will:

- a) Do any act in contravention of this Agreement;
- b) Permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Partner in the Partnership;
- c) Do any act that would make it impossible to carry on the ordinary business of the Partnership; or

- d) Have the right or authority to bind or obligate the Partnership to any extent with regard to any matter outside the intended purpose of the Partnership.

### **Liability and Indemnification**

33. All Partners will be indemnified and held harmless by the Partnership from and against any and all claims of any nature whatsoever arising out of the Partners' participation in Partnership affairs. A Partner will not be entitled to indemnification under this section for liability arising out of gross negligence or wilful misconduct of the Partner or the breach by the Partner of any provisions in this Agreement.
34. A Partner will not be liable to the Partnership, or any other Partner, for any mistake or error in judgement or any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement or the Partnership.
35. Each Partner must carry liability insurance to cover any liability asserted against them or incurred by them while acting in good faith on behalf of the Partnership.

### **Amendments**

36. This Agreement may not be amended in whole or in part without the unanimous written consent of all Partners.

### **Intellectual Property**

37. Each Partner and those of its employees required to carry out the business will have a royalty-free licence from the Partnership to reproduce, for purposes of carrying out the business, any information produced pursuant to this Agreement.
38. The Partners hereby grants the Partnership a non-exclusive license to reproduce their logos and/or trademarks shown in Schedule C ("the Mark") in connection with the business to identify them as one of the Partners of the Partnership.
39. The Partnership acknowledges that each Partner owns all right, title and interest in and to their respective Mark and Logos. The Partnership shall do nothing inconsistent with such ownership. The Partnership shall not, at any time, contest, or assist others in contesting, a Partners title to the Mark or the validity of the Mark or logos.
40. The Partnership shall not use any other trademark in combination with the Mark or Logos without prior written approval of the owner of same.
41. Notwithstanding section 50(3) of the Trade-marks Act, the Partnership shall not have the right and discretion to bring infringement and/or unfair competition proceedings involving the Mark or Logos.

### **Dispute Resolution**

42. In the event a dispute arises out of or in connection with the Agreement, the Partners will attempt to resolve the dispute through friendly consultation.

43. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation. The Partners together will select a mediator that is acceptable to all Partners. If the Partners are unable to select a neutral mediator, then each Partner will select a mediator and those mediators together will select a third neutral party who will attempt to work with the Partners to resolve the dispute. The Partners will share the costs of mediation, excluding counsel fees, equally.
44. If mediation is not successful in resolving the entire dispute or is unattainable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the Province of BC and the arbitrator's decision will be final. Each Partner will pay its own expenses for the preparation and representation by counsel in the mediation or arbitration

### **Notices**

45. All notices under this Agreement shall be:
- a) in writing;
  - b) sent to the other Partner(s) at the address listed below, or to such different address as such Partner may designate in writing on thirty (30) days prior written notice to the other Party; and
  - c) transmitted to the other Partner(s) via email, hand-delivery, nationally recognized commercial overnight courier, registered or certified mail, postage prepaid, return receipt requested. Notices shall be deemed given when actually delivered to the recipient Partner(s) or when such recipient Partner refuses delivery thereof as shown on the delivery receipt.

Addresses for notices:

UBCM  
525 Government Street  
Victoria, BC V8V 0A8  
Attention: Glen Brown, General Manager  
[gbrown@ubcm.ca](mailto:gbrown@ubcm.ca)

LGMA  
710A – 888 Douglas Street  
Victoria, BC V8W 2B7  
Attention: Nancy Taylor, Executive  
Director  
[ntaylor@lgma.ca](mailto:ntaylor@lgma.ca)

BC Ministry of Municipal Affairs & Housing  
PO Box 9838 STN PROV GOVT  
Attention: Brian Bedford, Director,  
Local Government Infrastructure &  
Engineering  
[Brian.bedford@gov.bc.ca](mailto:Brian.bedford@gov.bc.ca)

British Columbia Water & Waste  
Association  
620-1090 W. Pender St. Vancouver, BC  
V6E 2N7  
Attention: Carlie Hucul, CEO  
[chucul@bcwwa.org](mailto:chucul@bcwwa.org)

CivicInfo BC  
#203 - 4475 Viewmont Avenue

Planning Institute of British Columbia  
#1750 - 355 Burrard St.

Victoria, BC V8Z 6L8  
Attention: Todd Pugh, Executive Director  
[tpugh@civicinfo.bc.ca](mailto:tpugh@civicinfo.bc.ca)

Vancouver, BC, V6C 2G8  
Attention: Dave Crossley, Executive  
Director  
[Dave.crossly@pibc.bc.ca](mailto:Dave.crossly@pibc.bc.ca)

Municipal Insurance Association of B.C.  
200 - 429 West 2nd Ave.  
Vancouver, BC V5Y 1E3  
Attention: Tom Barnes, CEO & General  
Council  
[Barnes@miabc.org](mailto:Barnes@miabc.org)

Government Finance Officers Association  
of British Columbia  
#408 - 612 View Street Victoria, BC  
V8W 1J5  
Attention: Ed Sykora, Executive Director  
[Execdir@gfoabc.ca](mailto:Execdir@gfoabc.ca)

Public Works Association of BC (PWABC)  
102 -211 Columbia Street, Vancouver, BC  
V6A 2R5  
Attention: Ashifa Dhanani, Executive  
Director  
[Executivedirector@pwabc.ca](mailto:Executivedirector@pwabc.ca)

**Signatures**



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President, Union of BC Municipalities

Date: January 1, 2018



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President, Local Government Management Association of BC

Date: January 1, 2018



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President, Government Financial Officers Association of BC

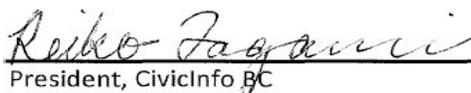
Date: January 1, 2018



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President, Planning Institute of BC

Date: January 1, 2018



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President, CivicInfo BC

Date: January 1, 2018



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Chief Executive Officer, Municipal Insurance Association of BC

Date: January 1, 2018



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Chief Executive Officer, British Columbia Water & Waste Association

Date: January 1, 2018



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Director, Infrastructure and Engineering, Local Government Division, Ministry of Municipal Affairs & Housing, Province of British Columbia

Date: January 1, 2018



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President, Public Works Association of BC

Date: January 1, 2018

**Schedule A – Canadian Network of Asset Managers Memorandum of Understanding**

**Mutual Understanding**

**Between**

**The Canadian Network of Asset Managers**

**(CNAM)**

**And**

**Asset Management British Columbia**

**(AM BC)**

**Involved Parties:**

This MUTUAL UNDERSTANDING (also referred to as the MOU) is hereby made by and between the Canadian Network of Asset Managers, a national organization hereinafter referred to as CNAM and the Steering Group of Asset Management BC, British Columbia, hereinafter referred to as AM BC.

The Canadian Network of Asset Managers,

PO Box 89068, Calgary, Alberta, Canada, T2Z 3W3

Phone: 403.244.7821

Email: [admin@cnam.ca](mailto:admin@cnam.ca)

Website: [www.cnam.ca](http://www.cnam.ca)

Asset Management British Columbia (AM BC)

Phone: 250-741-9887

Email: [info@assetmanagementbc.ca](mailto:info@assetmanagementbc.ca)

Website: [www.assetmanagementbc.ca](http://www.assetmanagementbc.ca)

**Statement of Mutual Benefit and Interest:**

It is mutually understood that both CNAM and the AM BC recognize each other's shared interest in the knowledge transfer of best practices, competencies and qualifications for the practice of Public asset management.

This has created the opportunity to broaden the ability to transfer knowledge nationally, provincially and with local asset management practitioners.

CNAM is a not for profit organization positioned to be Canada's "definitive hub" for municipal infrastructure asset management. CNAM's four primary goals are to:

- represent the common perspective of municipal infrastructure asset managers,
- promote industry awareness,
- develop and facilitate knowledge transfer of infrastructure asset management principles and practices, and competencies and qualifications
- collaborate with other organizations.

AM BC is a network engaging key Associations, First Nations, the provincial government and the forms of local government in BC to support the 'community' to recognize and integrate the political, administrative, technical, operational, financial and planning aspects of asset management. Its vision is "Enhancing the wellbeing of British Columbia communities through leadership in asset management" and its mission is "To provide leadership and support for the management of community infrastructure assets"

Each organization has recognized opportunities in leveraging the other's strengths to improve both the short and long-term approach to Asset Management. Both parties want to grow the knowledge base and promote asset management within Canada, in a manner which benefits public agencies managing assets and the users of the assets

Based on this opportunity, this MOU is to express the intent for CNAM and the AM BC to share resources such that our collective communities gain further ability to engage in Asset Management

This MOU also identifies the intent to collaborate where appropriate in the development of municipal infrastructure asset management best practices, competencies and qualification standards.

It is further understood by CNAM and AM BC that this MOU does not restrict either party from collaborating or exploring other opportunities..

**Scope and Responsibilities:**

The scope of this MOU is to formalize the intent and agreement for CNAM and the AM BC to share resources such that of each group benefits from knowing that they are part of a larger national network.

This MOU also identifies the intent and agreement to collaborate in the development of government and community infrastructure asset management best practices, competencies and qualification standards. These products may be used by both CNAM and the AM BC.

The following are proposed activities to be initiated through 2012:

**Objectives:**

- Position CNAM as a lead player in infrastructure asset management in Canada,
- Promote AM BC as a lead network group in infrastructure asset management in British Columbia,
- Further outline the benefits of a strategic relationship between CNAM and the AMBC to promote and strengthen the communications of asset management as a vital tool and process of local governments and First Nations. Initiate alignment of CNAM and AM BC best practices, competencies and qualifications where appropriate.

**CNAM endeavours to:**

- Make resources available for its involvement in the proposed national accord on asset management qualifications, asset management certification and knowledge center.
- Provide resources to author content for the AM BC news letter.
- Formally recognize its alliance with the AM BC and permanently modify its website to provide direct link to the AM BC web presence.
- Make arrangements with the AM BC to have a presence at all future CNAM conferences, seminars, etc. to be held in the province of British Columbia; be it a speaker (in person or remote), sponsorship, booth and/or issuance of a joint press release announcing this partnership/accord.
- Involve the AM BC with the development of any Canadian asset management guidelines and framework initiated by CNAM.
- Work with the National Asset Management Working Group and/or other national groups to position both CNAM and the AM BC within the Canadian national asset management governance framework.
- Support AM BC in delivering asset management seminars within the Province of British Columbia, including identifying subject experts to present, utilizing CNAM staff to assist in the co-ordination of provincial events (costs to be recovered through registration) or other mutually agreed support.
- Support the dissemination and awareness of AM BC knowledge products (i.e. Road Map) were appropriate.
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**AM BC endeavours to :**

- Help to promote CNAM within the province of British Columbia, including the promotion of the annual CNAM workshop.
- Distribute CNAM literature through AM BC, including AM BC news letter.
- Formally recognize its alliance with CNAM on its website and modify its website to provide direct link to the CNAM website.
- Assist in organizing an AM BC presence at all future CNAM workshops, seminars, etc. held in British Columbia.
- Involve CNAM in the design/delivery of any AM BC qualifications (asset management certification & asset management diploma/education)
- Provide resources to CNAM for the development of the Canadian asset management guidelines and framework.

- Assist CNAM to connect and involve small local agencies and communities with National events and initiatives.

**This Memorandum is based on a mutual understanding with respect to the practice of asset management and as such bears no legal standing**

**The memorandum may be cancelled with 60 days notice by either party**

**CNAM and AMBC agree that the Memorandum should be reviewed one year from the date of signing**

**Representatives:**

- The following individuals will be responsible as the key contact and for the cooperation of work:
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**Canadian Network of Asset Managers**

Alain Gonthier  
 Chair, CNAM  
*c/o City of Ottawa / Ville d'Ottawa*  
*Infrastructure Services / Direction des services d'infrastructure*  
 100, Cr. Constellation Cr., 6E, Ottawa, ON K2G 6J8  
 (613) 580-2424 x21197  
[Alain.Gonthier@ottawa.ca](mailto:Alain.Gonthier@ottawa.ca)

Kate Cheney  
 Administration Manager, CNAM  
 14411 Mt. McKenzie Drive SE  
 Calgary, Alberta, Canada T2Z 3J5  
 Phone: (403) 244-7821  
[admin@cnam.ca](mailto:admin@cnam.ca)

Canadian Network of Asset Managers

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Alain Gonthier, P.Eng  
 Chair, CNAM

**Asset Management BC**

Andy Wardell  
 Co-Chair, Asset Management BC  
 c/o District of North Vancouver  
 District of North Vancouver  
 355 West Queens Road  
 North Vancouver, B.C. V7N4N5  
 604-990-2232  
[awardell@dnv.org](mailto:awardell@dnv.org)

David Allen.  
 Chief Administrative Officer  
 Box 350  
 Town of Golden  
 Golden, BC, V0A 1H0  
 250-741-9887  
[David.Allen@golden.ca](mailto:David.Allen@golden.ca)

Asset Management BC

Andy Wardell David Allen  
 Co-Chairs AM BC

## **Schedule B – Partnership Committee Terms of Reference**

### **Asset Management BC Partnership Committee**

#### **Terms of Reference**

On January 1, 2018, the Province of British Columbia, the Union of BC Municipalities, the Local Government Management Association of BC, the Government Finance Officers Association of BC, the Municipal Insurance Association of BC, the BC Water & Waste Association, the Planning Institute of BC, the Public Works Association of BC and CivicInfo BC, signed the Partnership Agreement for Asset Management BC (AMBC).

The Partnership Agreement establishes the Asset Management BC Partnership Committee.

#### **Purpose:**

The purpose of the Asset Management BC Partnership Committee (the PC) is to:

1. Provide strategic, governance and financial oversight to all matters pertaining to the Partnership Agreement;
2. Develop and approve an Asset Management BC Business Plan, and Work Plan for a 3 year period and annual Budget(s);
3. Monitor implementation of the Budget Business Plan, Work Plan;
4. Monitor the financial state of Asset Management BC and oversee the revenue-generation and grant management requirements;
5. Review and recommend fees for services and other revenue-generating models;
6. Monitor the financial state of the Partnership and oversee the financial conditions of the Partnership;
7. Review and recommend proposed changes in fees and charges for the programs under the Partnership;
8. Recommend possible enhancements to the Partnership; and
9. Develop, implement and monitor policies and operational procedures and internal controls as required.
10. Provide direction to and be responsible for hiring employee(s) or contractor(s) to carry out the activities of Asset Management BC.

The PC shall make every, reasonable, effort to publish the results of activities and projects and shall take steps directly and through the membership to disseminate information and make tools available to the greater community.

#### **PC Composition:**

The Partnership Committee membership will consist of one representative of each Partner.

Replacement members, from time to time, may be appointed by respective signatory to the partnership Agreement.

If a member is not able to attend a meeting, or otherwise unable to act, that Member may designate an alternative, and that alternative shall act as that Member. The Chair may designate a member as the Vice Chair if the Chair is not able to attend a meeting.

The Co-Chairs of the Asset Management BC Community of Practice will participate as non-voting members.

Asset Management BC employees, contractors or employees of the Partner responsible for administration, or AMBC Community of Practice members will participate at the discretion of the PC. An Asset Management BC employee or contractor will act as secretary.

### **Relationship to Asset Management BC Community of Practice (AMBC CoP)**

The PC supports the AMBC CoP in creating a greater community to share, learn, educate and collaborate on asset management issues;

The PC may solicit input from the AMBC CoP with respect to the business plan and work plan of AMBC, and

The PC may ask members of the AMBC CoP to participate in AMBC activities through the establishment of AMBC sub-committees.

### **Decisions:**

The PC will govern by consensus, examine issues together and in good faith attempt to resolve potential issues. If consensus cannot be reached on a decision, a majority vote of the Partnership Committee will determine the decision.

### **Authority:**

The PC has authority to provide strategic and financial direction and make decisions to support the purpose of Asset Management BC.

The PC will determine if PC actions and/or decisions require referral to the respective Boards of the Partners for further PC approval.

### **Meetings:**

The PC will meet a minimum of 2 times per year. Any PC member can host a meeting.

All meetings will have the opportunity to participate remotely.

### **Amendments to the Terms of Reference**

The PC may make amendments to this Terms of Reference with two-thirds approval of the Partners.

Schedule C - Partners Trademark/Logos

