

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding dated for reference the ____ day of _____, 2021 is between

Peace River Regional District, B.C. Ministry of Transportation and Infrastructure,
Northern B.C. Tourism, ~~Public Services and Procurement Canada~~,
and the Northern Rockies Regional Municipality

1.0 PURPOSE

This Memorandum of Understanding (MOU) is an agreement between the Parties intended to outline guiding principles, roles and responsibilities, define how the respective Parties will cooperate with each other, and establish a coordinated approach for developing, maintaining and funding roadside facilities along the Alaska Highway located in Northern British Columbia, Canada. Newly developed roadside facilities will include accessible washroom amenities, picnic benches, tourism kiosk, and where needed, increased communication technologies. This project will further be known as 'Gotta Go'.

2.0 BACKGROUND

In 2016, the North Peace Economic Development Commission contracted a review of the rest areas and facilities available along the major transportation corridors throughout the North Peace. It was noted that one of the top priorities for the sustainable economic development of the region is the safe movement of people and goods throughout the area; the review was meant to establish the strength of the rest areas and facilities in relation to connectivity and safety. The results from the review clearly identified the need for additional investment in the rest area portions of the road infrastructure in the region, and particularly, noted that the one existing government rest area between Fort St. John and Mile 220 was simply not adequate for travelers heading up the Alaska Highway.

This initiative also supports a key objective in the 10-year Northeastern BC Destination Development Strategy, which notes the importance of improving roadside amenities and pullouts along the route to support tourism experiences. Currently, the Alaska Highway north of kilometre 319 does not include any rest areas and is reliant upon businesses located along the Highway.

3.0 PRINCIPLES

The Parties will, where possible, work to achieve the following principles during Gotta Go. These principles include, safety, accessibility, and mutual cooperation.

The 10-Year Northeastern BC Destination Development Strategy and the Road Safety Co-operation will serve as two of the guiding documents for cooperation between the Parties.

This Agreement will recognize and respect each of the Parties' autonomy and individual objectives for development of additional roadside washrooms, while pursuing a coordinated approach.

This Agreement recognizes that no Party is expected or responsible for the full cost of the Gotta Go project.

4.0 MUTUAL INTERESTS

That the Parties agree that there is an opportunity to promote First Nation recognition, tourism, history, and community, while improving public safety, cleanliness, access, and connection. Gotta Go will also be filling a need for public infrastructure.

5.0 FINANCIAL OR IN-KIND SUPPORT

The Parties agree to allocate resources for program initiatives on a case-by-case basis.

The Parties will work collaboratively to secure additional funding from other sources to support the development of roadside washroom facilities along the Alaska Highway located in Northern British Columbia, Canada.

Actions will be determined and agreed upon prior to undertaking any of the work noted in the MOU.

6.0 COORDINATION FUNCTIONS

The Parties will co-brand promotional materials associated with any agreed upon programming.

All Parties will make any joint promotional activities available for review and approval.

7.0 COORDINATION MANAGEMENT

The Parties will identify a key contact for each party to coordinate efforts on behalf of each party.

8.0 SITES

The Parties have agreed that three initial sites will be built at:

- a) Sikanni – also referred to as km 250 and Mile 155
- b) Trutch – also referred to as km 319 and Mile 202
- c) Steamboat Hill – also referred to as km 536 or Mile 354

9.0 MAINTENANCE TRUST FUND

The Parties have agreed that a Maintenance Trust Fund will be created to fund the maintenance of all the sites. Each Party will supply predetermined funding to the Trust.

10.0 RESPONSIBILITIES UNDER THIS MOU

10.1 Party A – Peace River Regional District shall under take the following activities:

- a) Install and maintain a cell booster for a period of no less than 3 years at KM 319 – Trutch.
- b) Conduct an elector approval process in 2021 for a Gotta Go Service Function.
- c) Will be responsible for maintenance costs at KM 319 - Trutch and KM 155 Sikanni for a period of no less than 5 years, depended upon approval of a Gotta Go service function.
- d) Upon PRRD Board approval, and MOU signing by all Parties, \$60,000 will be contributed to the Maintenance Trust Fund for maintenance costs.

10.2 Party B – B.C. Ministry of Transportation and Infrastructure shall under take the following activities:

- a) One time contribution of \$150,000 to assist in the establishment of new sites and maintenance thereof.

10.3 Party C – Northern B.C. Tourism Association (NBCTA) will work with tourism partners to:

- a) Coordinate the development of a Corridor Experience Master Plan for the Alaska Highway which will define and guide the development of future interpretive and tourism experiences within the region that attract and appeal to visitors and residents of all ages and motivations.
- b) Coordinate the development of the content and design of the signage and kiosks at each of the rest stops and work with partners to include the Indigenous perspective and elements of universal design.
- c) NBCTA will commit to holding the design files and will work with the partners to make any updates to sign content if necessary.

~~10.4 Party D – Public Service and Procurement Canada (PSPC):~~

- ~~a) Purchase a portion of the cost of the design of the three sites: Sikanni Brake Check, Trutch, and Steamboat.~~
- ~~b) Purchase four (4) annual studies, and one (1) final study for the collection and analysis of data from the three sites.~~

~~e) For 10.4(a) and 10.4(b), at a combined cost of \$75,000 per annum, for five (5) years.~~

10.5 Party E – Northern Rockies Regional Municipality:

- a) In-kind contribution: hold and manage the Maintenance Trust Fund, in reference to section 9.0, which will be funded by all Parties part of this project.
- b) In-kind contribution: hold and manage maintenance contracts for all sites, which will be funded by the Maintenance Trust Fund.
- c) Will contribute \$50,000 annually to the Maintenance Trust Fund for maintenance costs at Steamboat and for the 'Public Washroom Partnership Program' with the highway operators, for a period no less than 5 years.
- d) As requested by the parties to the Gotta Go Program, an accounting of transactions specific to the Maintenance Trust Fund will be provided.

11.0 GENERAL TERMS

In keeping with the intent of this Memorandum, the Parties agree that:

- a) This MOU is effective from the date of signing for a period of 5 years.
- b) The Parties may enter into discussion to renew this agreement no later than 4 years prior to expiration.
- c) The Parties will act in good faith for the implementation of this MOU.
- d) The Agreement will be reviewed from time to time and may be amended at any time by the mutual consent of both Parties.
- e) Nothing in this Memorandum shall encumber or fetter the mandate, authority, or responsibilities of any party in any way, or create legally binding obligations among the Parties.
- f) The Parties will work together to encourage widespread understanding and support for the MOU.
- g) Either Party can provide not less than 90 days written notice of a decision to propose amendments, and/or not less than 6 month's notice to unilaterally withdraw from this Memorandum.

12.0 LEGALITY

This Document does not create legally enforceable conditions. It is an expression of the shared intent of the Parties on how to conduct business together.

Peace River Regional District

Agreed to on _____ day of _____ 2021

Authorized Signatory

Authorized Signatory

Print Name and Title

Print Name and Title**B.C. MINISTRY OF TRANSPORTATION
AND INFRASTRUCTURE**

Agreed to on _____ day of _____ 2021

Authorized Signatory

Authorized Signatory

Print Name and Title

Print Name and Title**NORTHERN B.C. TOURISM**

Agreed to on _____ day of _____ 2021

Authorized Signatory

Authorized Signatory

Print Name and Title

Print Name and Title

**PUBLIC SERVICE AND
PROCUREMENT CANADA**

Agreed to on _____ day of _____ 2021

_____**Authorized Signatory**

Authorized Signatory

Print Name and Title

Print Name and Title

**NORTHERN ROCKIES
REGIONAL MUNICIPALITY**

Agreed to on _____ day of _____ 2021

Authorized Signatory

Authorized Signatory

Print Name and Title

Print Name and Title