

AGREEMENT IN PRINCIPLE

TERM SHEET FOR COOPERATION AND RESPONSIBLE GOVERNMENT ACCORD December 12, 2024

Purpose of Term Sheet

This Term Sheet sets out agreements and understandings reached between the BC Green Party Caucus (BCGC) BCGC and the BC NDP Caucus (NDPC) on a variety of matters. The Parties will prepare a final version of the Accord guided by this Term Sheet for execution in January 2025. Provisions of the Accord may be refined for purposes of clarity and copy editing consistent with the intention of the parties. However, the policies and budget commitments set out in this Term Sheet are not subject to change, without the prior agreement of both Parties.

This Agreement in Principle is effective December 12th, 2024.

2024 Cooperation and Responsible Government Accord between the BC Green Caucus (BCGC) and the BC New Democratic Caucus (NDPC) (collectively “the Parties”).

Section 1 - Introduction

The NDPC and the BCGC have a shared commitment to ensuring stable governance that is focused on delivering progress and tangible outcomes for British Columbians. Accordingly, they agree to form this political agreement (accord) to work together on the following shared initiatives and cooperate in the legislative process to ensure good governance and respect for our democratic institutions.

The agreement (accord) between the BCGC and the NDPC will provide a four-year framework for cooperation and responsible government. This agreement is subject to annual renewal at the sole discretion of each of the Parties. As part of annual renewal discussions, the Parties will review implementation of the agreement, outcomes achieved, and work together to identify new and renewed policy initiatives, deliverables and budget implications for the future years.

Section 2 – Foundation of Relationship

This agreement establishes the basis for which the BCGC will provide confidence in a NDPC Government (Government). It does not lay out the full program of the Government, nor does it presume BCGC support for Government initiatives and other matters not addressed within this agreement.

Section 3 – Policy Initiatives & 2025 Deliverables

1. Health Care

- a. Government will support the growth of the Community Health Centre (CHC) model for primary care facilities. The BCGC will work with Government to establish targets for the opening of community health centres in 2025 and 2026, to be funded by government.
- b. Performance analysis of the health system is critical – Government will assess all elements of the primary care system, CHCs, Urgent and Primary Care Centre's (UPCCs), and family practices, regularly over the Government's mandate. This will involve an analysis of the performance of CHCs and UPCCs. The Minister of Health's Special Advisor will work with the BCGC, NDPC and Ministry of Health officials to develop terms of reference for this analysis. The resulting report will be made public within 45 days of completion.
- c. The Government and the BCGC agree to assess and address the barriers that exist for health professionals and communities who want to establish a CHC and to allocate \$15 million in funding to assist in the creation of new, or support for existing, CHCs.

2. Mental Health Care

- a. Government will work with the BC Psychological Association (BCPA) and BCGC to expand public coverage of psychologists with an investment of \$50 million. This investment will benefit all British Columbians, including youth and children.

3. Housing

- a. Government will actively support non-profits, cooperatives, charitable societies and local governments to protect, purchase and build 30,000 units of non-market housing over the mandate of Government, with a 2025 target of 7,500 units.

4. Renters Protection

- a. Government will expand access to SAFER and RAP, boosting support and increasing eligibility and removing claw backs, and increase funding to SAFER and RAP by \$75 million in 2025, with provision for a further \$75 million in 2026.
- b. Government commits to jointly reviewing existing funds within the Rental Protection Fund in 2025 and will plan on re-capitalizing the Rental Protection Fund over the course of the mandate to ensure annual needs are covered.

5. Homelessness

- a. Government will work with the BCGC to actively support local communities to advance appropriate housing models, like the Village Model, that provide wrap-around services to reflect local conditions, moving funds more quickly and reducing barriers to meet local demand and provide solutions for those most vulnerable. \$30 million of Heart and Hearth, a dedicated fund, will be deployed for this initiative. In the event that federal funding for the Heart and Hearth fund ends, provincial funding will be used to continue supporting Heart and Hearth.

6. Transit

- a. Government will commit, in collaboration with BCGC, to implement frequent, reliable, affordable regional transit on key interregional routes on Vancouver Island, along Highway 16, and along Highway 1, with a focus on Sea to Sky corridor transit in 2025.

7. Climate

- a. Government will initiate and complete a review of CleanBC in 2025, one year earlier than the scheduled review. Government will work with the BCGC to establish the

detailed terms of reference for this review, which are subject to the approval of both parties. The BCGC will be fully involved in all elements of the review and the resulting report will be made public within 45 days of completion.

- b. Government will commit to contribute \$50M annually toward electric heat pumps for fiscal years 2025 and 2026, ensuring they are accessible to low- and moderate-income households, after which Government will review the program to ensure it is meeting its climate and affordability objectives – subject to BC’s fiscal situation.

8. Environment

- a. Government will work with the BCGC to undertake a review of BC forests with First Nations, workers, unions, business and community to address concerns around sustainability, jobs, environmental protection and the future of the industry. Government will work with the BCGC to establish the detailed terms of reference for this review, which are subject to the approval of both parties. The BCGC will be fully involved in all elements of the review and the resulting report will be made public within 45 days of completion.
- b. Pending the resolution of existing legal proceedings and community negotiations, and in partnership with the Ditidaht and Pacheedaht First Nations, the Government will move forward to ensure permanent protection of the Fairy Creek Watershed.
- c. Government will strengthen collaborative local processes around water management at the watershed level and identify clear actions to improve local governance that will be implemented in later years of its mandate.

9. Social and Economic Justice

- a. Government commits to ending the spousal claw back on disability payments to lift people out of poverty in 2025 and ensuring people can keep all of the Canada Disability Benefit.
- b. Government will review social assistance and disability rates and make recommendations for future increases subject to fiscal constraints.

10. Taxation

- a. Government will end the property transfer tax loophole for sale of properties by trusts.

11. Democratic and Electoral Reform

- a. The Parties will work together to create a special legislative all-party committee to evaluate and recommend policy and legislation measures to be pursued beginning in 2026 to increase democratic engagement & voter participation, address increasing political polarization, and improve the representativeness of government. The committee will review and consider preferred methods of proportional representation as part of its deliberations. The Government will work with the BCGC to establish the detailed terms of reference for this review, which are subject to the approval of both parties. The terms of reference will include the ability to receive expert and public input, provide for completion of the Special Committee’s work in Summer 2025, and public release of the Committee’s report within 45 days of completion.

Section 4 – Legislative Efficacy

The BCGC will support the NDPC on establishing good governance in the Legislative Assembly, legislative efficacy, confidence votes, and agreed upon proposed legislation. The BCGC will determine its own position in relation to any policy or legislative matter not covered by areas of cooperation set out in the Agreement.

Outcome

The Government House Leader and the House Leader of the BCGC (“the House Leaders”) agree to establish a relationship of trust based on good faith and no surprises for the duration of this Agreement.

The House Leaders agree that this Agreement is designed to provide stability for the Government in return for the BCGC supporting confidence, agreed upon government legislative proposals and various motions in proceedings of the Legislative Assembly and its committees.

Deliverables

The Government House Leader will:

1. Establish a calendar of meetings with Opposition House Leaders at an agreed upon cadence to discuss Legislative Assembly business.
2. Regularly meet with the BCGC House Leader to discuss business of the Legislative Assembly at an agreed upon cadence.
3. Ensure an opportunity for BCGC to receive from Finance MO detailed briefings on BC’s budget making process and fiscal update, early detailed briefing on main budget themes, second more detailed briefing on main budget themes and ability to comment on themes, early morning briefing on budget day of the full budget and attend budget lock up. These briefings will be equivalent to that provided to Ministers.
4. Provide a list of the Government’s projected Legislative Agenda to the BCGC House Leader for each legislative session at the earliest opportunity, that includes the number of bills, a description of the legislation and indicate which legislation the BCGC is being asked to support. The list will also specify the last day of introduction for legislation that is intended to be passed in the current sitting. The GHL will keep the BCGC House Leader updated of any changes in a timely manner.
 - a. Discuss with the BCGC House Leader any legislation the BCGC is being asked to support that could be considered as exposure legislation, the GHL and Cabinet retain the ability to make the final determination. The GHL will also commit to discussing legislation that the BCGC is being asked to support that could be eligible as exposure legislation and will take those discussions into account when determining scheduling of legislation
5. Discuss with the BCGC House Leader when a bill will be called for Committee of the Whole debate, with a goal of a minimum of 48 hours after second reading concludes.
6. Provide 24 hours notice of planned government amendments; should the need arise for unplanned amendments, the GHL will assess the opportunity of standing down clauses to allow for consideration.
7. Prioritize the consideration of extending sitting hours in agreement with the BCGC House Leader before considering the opening of the third house.
8. Provide the BCGC with technical legislative briefings at least 48 hours prior to introduction for legislation they are being asked to support.
9. Limit the amendment of a single piece of legislation to once per legislative session except upon agreement or in emergency situations.
10. Move a motion to modernize and digitize the petition process that includes a reasonable process for timely response from Government.
11. Work with the BCGC House Leader to establish a process to accept and respond to written questions in question period within a prescribed amount of time.

12. Commit to working with the BCGC House Leader collaboratively and cooperatively to address other issues related to legislative efficacy.
13. When requested by the BCGC, Government will provide a technical briefing on legislation the BCGC are not being asked to support 24 hours before it is tabled.

The House Leader of the BCGC will:

1. Ensure the BCGC supports all confidence votes and agreed upon motions and Government bills at readings and in committee stage.

The House Leaders agree to discuss other motions and amendments at the earliest opportunity.

1. Agrees that the following will qualify as confidence votes:
 - a. Motions respecting the Address in Reply to the Speech from the Throne
 - b. Motions for the House to move into Committee of Supply
 - c. Motions for 1st, 2nd, or 3rd reading of any Supply Act
 - d. Motions for 1st, 2nd, or 3rd reading of any Budget Measures Implementation Act
 - e. Explicit motions that state the Government does not have the confidence of the House
 - f. Support other motions of bills agreed upon to determine as a question of confidence between the GH and BCGC House Leader.
 - i. All other motions and matters not included in 'the Agreement' do not assume BCGC support.
 - ii. In the event the GH determines a motion to be a matter of confidence that is not on the above list, and the BCGC House Leader determines it should not be a confidence matter, then the BCGC reserves the right to vote freely on such vote.
2. Support the Government House Leader in agreed upon actions between the House Leaders, to allow for stages to be completed for passage of agreed upon bills or motions. Support the GH in agreed upon actions between the House Leaders, to allow for stages to be completed for passage of agreed upon bills or motions that the BCGC has agreed to support or is covered in the agreement.
3. Inform the Government House Leader of motions or bills to be tabled in the Legislative Assembly or its committees with 48 hours prior to notice being given by any BCGC MLA, with the opportunity for discussion between GH and BCGCHL.

Section 5 - Implementation

- The Parties agree to work in good faith, and with no surprises. This means both parties commit to open and honest communication on areas relating to the agreement. It includes advance notice of major policy shifts on areas that are outside of, but may impact, the agreement.
- Both Parties will have prior approval of, and have the opportunity to be present at, any public communications or events relating to the specified list of initiatives in the agreement. Prior approval will be timely and will not be unreasonably withheld.
- The Parties agree to the limitations and clear scope of the agreement. Areas outside of the agreement, including aspects of portfolios that aren't covered, will operate under standard Legislative processes. This includes the ability of the BC Green Caucus to publicly advocate for or against, or propose adjustments to, Government decisions and actions.

- The Parties commit to regular consultation and dialogue. This includes monthly meetings of Party leaders, quarterly meetings of a team leadership main table, regular meetings of the respective House Leaders, and as-needed meetings between individual MLAs and their respective staff.
- This agreement is subject to regular monitoring of outcomes. Reports on quantitative and qualitative progress towards agreed initiatives will be provided and made public within 30 days of the end of each calendar quarter.
- Any breaches or disagreements about progress will be discussed between House Leaders, and will be escalated to Leaders if consensus cannot be reached. No comments will be made publicly prior to a Leaders discussion.
- Meetings on an annual basis to consider renewal of the agreement and to determine priority initiatives for the following year will be held. The timing of this will be determined to ensure that the outcome of the initiatives can be incorporated into the Government's Budget.

Section 6 – Applicable Law

The terms of this agreement are subject to applicable law, including the *Declaration of Rights of Indigenous Peoples Act*, the *Financial Administration Act*, and other enactments. This includes any commitment on the part of Government to share information. Such commitments shall be subject to applicable law.

Nothing in this agreement requires or permits the government to direct or attempt to influence statutory decision makers (SDM's) in the independent exercise of their statutory functions in relation to projects, permits, orders or any other matter. Nor will the Government be able to discuss specific projects or permits where decisions are, or will shortly be, in front of SDM's.

Section 7 - Confidentiality

Where briefings or other consultations are provided by Government to the BCGC with respect to legislation, policy or budgetary matters, all discussions or records or information shared by Government shall be confidential unless otherwise agreed, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* or as otherwise required by law.

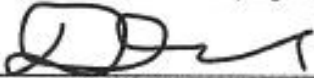
Non-disclosure agreements must be executed before there is any disclosure of information by Government that is subject to cabinet confidentiality (including draft legislation) or any type of privilege, including solicitor client privilege or any privilege of the House.

Section 8 – Signatures

This agreement is signed on December 12, 2024, by the Leaders of the BCGC, BC Green Party, and the NDPC on behalf of their caucuses.

David Eby

Leader of the NDPC (Signature)

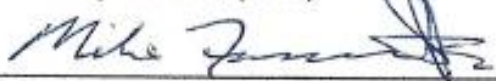


Leader of the NDPC (Print)

Attorney General (signature)

Niki Sharma

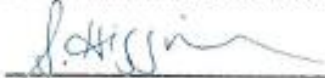
Attorney General (Print)



Government House Leader (Signature)

MIKE FARNWORTH

Government House Leader (Print)



Caucus Chair of the BDNDP (signature)

Stephanie Higginson

Caucus Chair of the BDNDP (print)



Leader of the BCG Party (Signature)

Sonia Furstenau

Leader of the BCG Party (Print)



Caucus Chair of the BCGC (Signature)

JEREMY VALERIOTE

Caucus Chair of the BCGC (Print)



BCGC House Leader (Signature)

ROB. BOTTREAU

BCGC House Leader (Print)