

# Memorandum

**To:** Mayor & Council  
**From:** Larry Plourde, Administrator  
**Date:** November 28, 2017  
**Re:** Municipal Service Agreement (SRD)

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At the May 15, 2017 Council Meeting Gold River Council approved entering into a Municipal Service Agreement with the Strathcona Regional District. The SRD had not included Building Inspection and Bylaw Enforcement Services in the Agreement and subsequently amended the Agreement at their August 9, 2017 Board Meeting. Unfortunately there was a delay in the revised agreement being forwarded to Gold River. Included on the Agenda is the revised Agreement which includes Building Inspection and Bylaw Enforcement Services.

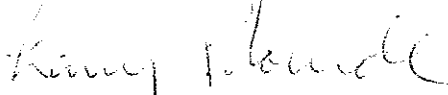
Given the challenges of maintaining a qualified Building Inspector in Gold River this appears the most consistent option for Gold River to continue to provide these services. As outlined previously Gold River will have to absorb related travel, administrative and overhead costs but including these costs it still appears the best option to secure a qualified Building Inspector to administer our Building Bylaw.

Having the Municipal Services Agreement in place does not preclude Gold River from alternative local options for these services in the future if a local option becomes available. It also does not preclude us from reviewing the need to provide Building Inspection Services should Council wish to discontinue providing this service. Having the Municipal Services Agreement in place provides us the best option to provide the services covered within the Agreement when local options are not available. Ralda Hansen, Community Services Manager, SRD, oversees most of the services outlined in the Agreement and is scheduled to meet with our Municipal Council December 16, 2017 where she can outline how the provision of services would work and receive any of Council's questions.

November 28, 2017

I recommend that the amended Municipal Services Agreement with the Strathcona Regional District be approved, and that the Mayor and CAO be authorized to execute the amended contract.

Respectfully submitted,



Larry Plourde  
Administrator

**STAFF REPORT**

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**DATE:** July 18, 2017

**FILE:** 0550-04 Board

**TO:** Chair and Directors,  
Regional Board

**FROM:** Dave Leitch  
Chief Administrative Officer

**RE:** AMENDED MUNICIPAL SERVICES AGREEMENT – VILLAGE OF GOLD RIVER

**PURPOSE**

To consider amending the municipal services agreement with the Village of Gold River to allow the Strathcona Regional District to provide additional local government services at the sole cost of the Village.

**EXECUTIVE SUMMARY**

At its June 7, 2017 meeting the Board authorized entering into an agreement with the Village of Gold River which would allow the Regional District to provide specified services at the sole cost of the Village. The Village has now requested that the Regional District provide the additional services of building inspection and bylaw enforcement on an as-required basis. In accordance with the terms of the agreement, if these services were to be made available, they would be provided at the sole cost of the Village and subject to the availability of qualified Regional District personnel.

Based on the provisions of the agreement it is not anticipated that the requested services will present a problem from the Regional District's perspective.

**RECOMMENDATIONS**

1. That the report from the Chief Administrative Officer be received.
2. THAT the amended municipal services agreement with the Village of Gold River be approved, and

THAT the Chair and Corporate Officer be authorized to execute the amended contract.

Respectfully:

  
\_\_\_\_\_  
Dave Leitch  
Chief Administrative Officer

**Prepared by:** T. Yates, Corporate Services Manager

## MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017

BETWEEN:

STRATHCONA REGIONAL DISTRICT  
301 - 990 Cedar Street  
Campbell River, BC V9W 7Z8

(the "Regional District")  
OF THE FIRST PART

AND

THE VILLAGE OF GOLD RIVER  
499 Muchalat Drive  
Gold River, BC V0P 1G0

(the "Municipality")  
OF THE SECOND PART

WHEREAS:

- A. The Regional District, under section 176(1) of the *Local Government Act*, may enter into agreements with a municipality to provide activities, works or services to the municipality that is within the powers of the Regional District;
- B. The Municipality may, pursuant to s.23 of the *Community Charter*, enter into agreements with a public authority respecting the undertaking, provision and operation of services within the powers of the Municipality;
- C. The Municipality has requested services and the Regional District has agreed to provide services on a fee for service basis, as set out in Schedule 'A';

NOW THEREFORE in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the Municipality and the Regional District covenant and agree as follows:

#### ARTICLE 1 – TERM OF AGREEMENT

##### Term

- 1.1 The term of this Agreement shall be for five years (the "Term"), commencing on \_\_\_\_\_, 2017 (the "Commencement Date") and expiring on \_\_\_\_\_, 2022 (the "Expiry Date").

##### Renewal/Early Expiration

- 1.2 Upon expiry of this Agreement, the parties may, by mutual agreement, renew this Agreement on the same or different terms.
- 1.3 Either party may terminate this agreement by providing written notice to the other party no less than sixty (60) days prior to the proposed termination. Such notice shall not result in any penalty or additional charges to the other party.

## ARTICLE 2 – DEFINITIONS

- 2.1 'Services' mean the services set out in section 3.1 and Schedule 'A' to this Agreement, to be provided to the Municipality by the Regional District.
- 2.2 'Hourly Rate' means the base wage rate per hour plus the percentage increase in the cost of wages and benefits payable by the Regional District to its stated employees providing the Services under this Agreement.

## ARTICLE 3 – SERVICES

- 3.1 Subject to the terms and conditions of this Agreement, the Regional District will make available, on a fee for service basis, the following Services which are named according to that which is identified in the Regional District's annual budget:
- a) Financial Services
  - b) Planning Services
  - c) GIS/Mapping Services
  - d) Parks Services
  - e) Engineering Services
  - f) Corporate/Legislative Services
  - g) Building Services
  - h) Bylaw Enforcement Services
- 3.2 Should the Regional District terminate this Agreement in accordance with section 1.3, the Regional District shall, within sixty (60) days of the termination, rebate that portion of any prepayment received for the provision of such Service or Services.
- 3.3 The Regional District agrees that all monies calculated and paid by the Municipality will be used solely for the provision of one or more of the Services listed in Schedule 'A'.
- 3.4 The Regional District will provide the services in its sole and unfettered discretion and only if the Regional District has sufficient personnel with sufficient capacity to provide and/or manage such Services.
- 3.5 The Municipality shall be responsible for providing requests in writing to the Regional District and for providing management and direction to support the service delivery.

## ARTICLE 4 – COST OF SERVICE AND PAYMENT

- 4.1 In consideration of the performance by the Regional District of the Services, the Municipality shall pay the Regional District the fees set out in Schedule 'A'.
- 4.2 The Regional District shall invoice the Municipality on a monthly basis according to the fees stated in Schedule 'A'. Invoices will be due and payable within 30 days of invoice date.

## ARTICLE 5 – NOTICE

- 5.1 Any notice, document, statement, report, demand or payment desired or required to be given or made pursuant to this Agreement will be in writing and may be given or made if delivered personally to the Party to whom it is to be given or made, delivered by electronic facsimile transmission or mailed in Canada with postage prepaid and addressed if to:

(a) the Regional District  
301 - 990 Cedar Street  
Campbell River, BC V9W 7Z8

Attention: Corporate Officer

(b) The Village of Gold River  
499 Muchalat Drive  
Gold River, BC V0P 1G0  
Attention: The Chief Administrative Officer

- 5.2 Provided that a Party may change its address by giving the other Party prior notice of a change in address in accordance with this section and provided further that if there is a postal strike or other postal disruption, notice shall be personally delivered

#### ARTICLE 6 – DESIGNATED REPRESENTATIVES

- 6.1 All requests for services defined in Schedule 'A' will be requested by an authorized Municipal representative using the form in Schedule 'B' and authorized by a designated Regional District representative who will manage the work request process and account for the amount charged.
- 6.2 The designated representatives for each of the categories of services of the Regional District are as follows:

<b>Designated representatives</b>	<b>Categories of services</b>
Corporate Services Manager:	Corporate/Legislative Services
Financial Services Manager:	Financial Services
Community Services Manager:	Engineering Services
	GIS/Mapping Services
	Parks Services
	Planning Services
	Building Services
	Bylaw Enforcement Services

If the Regional District designated representative is not available, service requests are to be made to the Chief Administrative Officer of the Regional District.

- 6.3 The designated representatives for each of the categories of services from the Municipality are as follows: Gold River, Chief Administrative Officer, Larry Plourde.

#### ARTICLE 7 – RELEASE AND INDEMNITY

- 7.1 The Municipality shall, except for the sole negligence of the Regional District, release, discharge, indemnify and save harmless the Regional District and its elected and

appointed officers and employees from and against any claims, causes of action, suits demands, expenses, costs and legal fees whatsoever may arise out of:

- (a) the provision of the services by the Regional District; or
- (b) failure by the Municipality to enforce the provisions of its Bylaws or any one of them.

#### **ARTICLE 8 – INSURANCE**

- 8.1 The Parties, through the Municipal Insurance Association of British Columbia, shall each maintain sufficient liability coverage to meet its indemnification obligations under section 7, and more particularly shall maintain liability insurance coverage in an amount not less than Five Million Dollars (\$5,000,000.00) per single occurrence, with the Regional District to be added as an additional insured as defined in the Municipal Insurance Association Liability Protection Agreement.
- 8.2 Neither Party shall cancel or materially change its insurance coverage without first providing the other with thirty (30) days written notice thereof.

#### **ARTICLE 9 – CONTRACTOR STATUS**

- 9.1 The Parties agree that the Regional District is an independent contractor engaged by the Municipality for the sole purpose of providing the Services. Neither the Regional District nor any of its personnel is engaged by the Municipality as an employee, servant or agent. The Regional District is solely responsible for payment of Workers Compensation premiums and compliance with all WCB Regulations, and shall bear sole responsibility for the safety of its officers and employees and any costs whatsoever arising out of employee injuries or claims records. The Regional District shall make all payroll payments or deductions required by law or collective agreement. Nothing in this Agreement shall be construed as creating an agency, partnership or joint venture between the Municipality and the Regional District.

#### **ARTICLE 10 – INTERPRETATION**

- 10.1 In this Agreement:
  - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
  - (c) the term 'enactment' has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
  - (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
  - (e) the provisions of Section 25 of the *Interpretation Act* with respect to the calculation of time apply;
  - (f) time is of the essence.

#### **ARTICLE 11 – DISPUTE RESOLUTION**

- 11.1 The Parties agree that during the term of this Agreement and in the performance of each of their responsibilities under this Agreement, each of them will:

- (a) made bona fide efforts to resolve any disputes arising between them by amicable negotiations; and
  - (b) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.
- 11.2 The Parties further agree to use their best efforts to conduct any dispute resolution procedure under this Agreement as efficiently and cost effectively as possible.
- 11.3 The Parties agree to attempt to resolve all disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated with it or from it, by mediated negotiation with the assistance of a neutral person mutually agreed upon, and should the Parties be unable to agree upon such person within 30 days of either Party serving notice of its intention of proceed to a mediation, a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its Mediation Rules.
- 11.4 If the dispute cannot be settled within thirty (30) days after the mediator has been appointed or such lesser or longer period otherwise agreed to in writing by the Parties, the dispute will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, under its Rules. In the absence of any written agreement otherwise, the place of arbitration will be Campbell River, BC.
- 11.5 Except where otherwise specified in this Agreement, any and all disputes between or among the Parties to this Agreement arising under, out of or in any way relating to this Agreement will be determined under this section.
- 11.6 Subject to any ruling or recommendation to the contrary by the Arbitrator or Mediator respectively, the Parties agree that the costs of such mediation or arbitration shall be shared equally between them. Costs in this context shall not include any costs incurred by a Party in preparation for and attending upon or settling a matter through mediation or arbitration.

#### ARTICLE 12 - GENERAL

- 12.1 This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 12.2 This agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the Government of Canada.
- 12.3 If any article or section of this Agreement is declared or held invalid for any reason, the article or section may be severed from the Agreement without affecting the validity of the remainder of the Agreement.
- 12.4 Nothing within this Agreement affects the Regional District's or the Municipality's rights and powers in the exercise of their statutory functions under statutes, bylaws, resolutions, orders or regulations, all of which may be fully exercised as if this Agreement had not been executed and delivered by the Regional District and the Municipality.



- 12.5 The parties must do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
- 12.6 No amendment or waiver of any portion of this Agreement shall be valid unless rendered in writing and executed by the parties to this Agreement.
- 12.7 Waiver of any default by any party shall not be deemed to be a waiver of any subsequent default by that party.
- 12.8 The parties represent and warrant to each other that:
- a) all necessary corporate actions and proceedings have been taken by each of the parties to authorize its entry into and performance of the Agreement;
  - b) upon its execution and delivery on behalf of each of the parties, this Agreement constitutes a valid and binding obligation on each of the parties;
  - c) this Agreement will not breach any other agreement or obligation or cause either of the parties to be in default of any other agreement or obligation with or to each other; and
  - d) each of the parties has the corporate capacity and authority to enter into and perform this Agreement.
- 12.9 The whole agreement between the Parties is set forth in this document and no representations, warranties or conditions, express or implied, have been made other than those expressed.

The parties have agreed to the terms and conditions herein as of the day and year first above written.

THE REGIONAL DISTRICT

THE MUNICIPALITY

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The Chair

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The CAO of the Village of Gold River

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The Corporate Officer

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## SCHEDULE 'A'

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Service Group	Description	Cost
Hourly or Project Based	<ul style="list-style-type: none"> <li>• Financial Services</li> <li>• Planning Services</li> <li>• GIS/Mapping Services</li> <li>• Corporate/Legislative Services</li> <li>• Building Services</li> <li>• Bylaw Enforcement Services</li> </ul>	<p>All costs incurred by the Regional District on behalf of the Municipality in providing the Services are actual wages of Regional District personnel used plus 28% for benefits (does not include sick/vacation time), plus 15% on that amount for administrative costs.</p>
Enhanced Services	<ul style="list-style-type: none"> <li>• Official Community Plan</li> <li>• Public Meetings</li> <li>• Zoning Bylaw Reviews</li> </ul>	<p>Project specific and scope sensitive cost estimate provided by the Regional District upon the Municipality's request based on the expertise and level of involvement needed from various Regional District staff members. Following cost estimate a cost to be agreed upon by the Parties before the Services commence and to be set out in Schedule 'B' under "Agreed Upon Cost of Enhanced Services".</p>
Travel		<p>Costs associated with travel by Regional District personnel in providing the Services will be calculated using the Canada Revenue Agency reasonable allowance rates.</p>

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Stratford

**REQUEST FOR SERVICE**

Name of Municipality	
<b>The Village of Gold River</b>	
Name of Person Making Request	
Last Name	First Name
Phone Number	Email
Service Group <input type="checkbox"/> Hourly <input type="checkbox"/> Project Based <input type="checkbox"/> Enhanced	Description <input type="checkbox"/> Financial Services <input type="checkbox"/> Planning Services <input type="checkbox"/> GIS/Mapping Services <input type="checkbox"/> Corporate/ Legislative Services <input type="checkbox"/> Public meetings <input type="checkbox"/> Zoning Bylaw Review <input type="checkbox"/> OCP <input type="checkbox"/> Building Services <input type="checkbox"/> Bylaw Enforcement Services
<b>TERM</b>	
Requested Start Date	Requested Completion Date
Details of Request – Scope of Work	
Agreed Upon Cost of Enhanced Services: \$ _____	
Signature	Date of Request

Municipal Services Agreement - Village of Gold River

Colborne/Cornfield: SRD 592/17

THAT the report from the Chief Administrative Officer be received. [Item]  
CARRIED

Cornfield/Colborne: SRD 593/17

THAT the amended municipal services agreement with the Village of Gold River be approved,  
and

THAT the Chair and Corporate Officer be authorized to execute the amended contract.  
CARRIED