

**CORPORATION OF THE CITY OF COURTENAY  
COUNCIL MEETING AGENDA**

**DATE:** February 9, 2016  
**PLACE:** City Hall Council Chambers  
**TIME:** 4:00 p.m.

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**1.00 ADOPTION OF MINUTES**

1. Adopt February 1, 2016 Regular Council meeting minutes

**2.00 INTRODUCTION OF LATE ITEMS**

**3.00 DELEGATIONS**

1. Ron Webber – 100 Year Committee Legacy Fund

**STAFF REPORTS/PRESENTATIONS**

Pg #

**(a) CAO and Legislative Services**

1. RCMP Inspector Tim Walton re: quarterly update

**(b) Community Services**

- 1 2. RV Overnight Camping on City Owned Land

**(c) Development Services**

**(d) Financial Services**

**(e) Engineering and Operations**

**5.00 EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION**

- 9 1. City of Abbotsford re: Downloading of DNA Analysis Costs
- 23 2. Cascadia Liquor Stores re: Retail Liquor Policy Changes

**6.00 INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION**

**7.00 REPORTS/UPDATES FROM COUNCIL MEMBERS INCLUDING REPORTS FROM COMMITTEES**

**8.00 RESOLUTIONS OF COUNCIL**

**9.00 UNFINISHED BUSINESS**

**10.00 NOTICE OF MOTION**

**11.00 NEW BUSINESS**

- 27 1. Request from CVRD – Approval of CV Emergency Plan Amendment

Recommendation:

THAT Council approve the Comox Valley emergency program service agreements amendment no. 1, between the Comox Valley Regional District and the City of Courtenay, the Town of Comox, and the Village of Cumberland.

- 53 2. AVICC Resolution Regarding Police Costs

**12.00 BYLAWS**

**For Third Reading and Final Adoption**

- 57 1. “Zoning Amendment Bylaw No. 2836, 2016”  
(to allow a Tattoo Studio as a permitted use at 911 McPhee Ave)

**For Final Adoption**

- 59 1. “Sussex Road Closure Bylaw No. 2834, 2016”

**13.00 ADJOURNMENT**



THE CORPORATION OF THE CITY OF COURTENAY

## STAFF REPORT

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**To:** Council  
**From:** Chief Administrative Officer  
**Subject:** RV overnight camping on City land

**File No.:** 730-02  
**Date:** February 09, 2016

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### PURPOSE:

The purpose of this report is to seek direction from Council regarding the practice of not permitting overnight RV camping in City parking lots and roadways.

### POLICY ANALYSIS:

The traffic bylaw identifies that campers and motor homes are not permitted to be parked or left standing on roads after 7pm and before 7am any day.

Since 2005, overnight parking of RVs has been disallowed in the City parking lots surrounding the Florence Filberg Centre.

### EXECUTIVE SUMMARY:

In the years prior to October of 2005, some events were granted the option RV parking for the purpose of overnight camping in the parking lots surrounding the Florence Filberg Centre. This permission caused significant operational concerns including; congestion in the parking lots, excessive stays by patrons, some patrons tapping into electrical and water services. In the fall of 2005 a letter was sent to the organizers of these groups to identify that the practice would no longer be permitted, and encouraged organizers to utilize nearby designated RV campsites. In the fall of 2015, the Ocean Waves Square Dance Club has asked council to reconsider this decision based on declines in their event attendance.

### CAO RECOMMENDATIONS:

That based on the February 9<sup>th</sup> 2016 staff report, "RV overnight camping on City land" Council select Option 1 in this report and maintain the current practice of restricting RV overnight camping in City owned parking lots and on City streets.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

## **BACKGROUND:**

Prior to 2005, some large multi-day events held at the Florence Filberg Centre were permitted to park RVs in the parking lots for the convenience of participants. Over time the negative implications of this practice became more pronounced. These include:

- The scale of some of the RVs made existing parking lot isles excessively narrow and difficult to manoeuvre around. User, service and emergency vehicles are unable to safely access the facility.
- The RVs occupied a disproportional amount of parking space in the lot, relative to the single room booking making it unreasonable to book the remainder of the facility.
- RV operators would come early for the event to get a good parking spot, in some cases arriving the day before the event and camping on the road or in the park across the road. This added further congestion to the already taxed parking lots, which made parking difficult for other facility users.
- On some occasions, Anderton Road was heavily congested limiting access to the building for emergency vehicles.
- Some RV operators began to plug their units into building power outlets, street pole outlets and water spouts on the side of the building. This led to additional and unauthorized utility usage, and a network of extension cords and hoses across the parking lot. Although not evaluated, the additional usage may overtax the existing building electrical system.

As a result of these concerns, a letter was written in 2005 to the two organizations that had events with RV parking, prohibiting the practice at future events. The organizations were encouraged to utilize the Puntledge RV Campground nearby.

## **DISCUSSION:**

In the fall of 2015, the Ocean Waves Square Dance Club wrote a letter to City Council asking for this decision to be reconsidered. They've cited a reduction in their event attendance over the years, and convenience for their members. Their letter is attached.

The parking configuration at the Florence Filberg Centre has not changed since the original decision was made in 2005. The same safety, regulatory and booking concerns are relevant today.

The current concerns about initiating this permission would include:

- Safety
  - o The constricting of roadways and isles in the parking areas make it difficult for emergency services to access the building.
  - o The building utilities as well as pole mounted hydro services are not designed for RV usage. This can put them at risk of failure and additional costs.
- Regulatory
  - o Bylaw 1926 restricts the overnight parking of RVs on roadways. In this case that would include Anderton Road, and the upper parking lot at the Florence Filberg Centre.
- Booking
  - o The facility is only able to book the single event during the duration of the RV stay based on past experience. This displaces other bookings and reduces revenue significantly.

## **FINANCIAL IMPLICATIONS:**

The recommendation does not have financial implications to the City. Should Council decide to allow RV camping on City land additional, but as yet undetermined costs will result for staff time to amend the

traffic bylaw, possible additional utilities costs for unapproved use of City power and water, and possible bylaw and/or other enforcement costs.

**ADMINISTRATIVE IMPLICATIONS:**

No additional staff resources are needed should Council not change the current restriction on RV camping. Should Council decide to allow RV camping on City land staff additional time will be necessary to develop safe program solutions to resolve the above constraints.

**ASSET MANAGEMENT IMPLICATIONS:**

City assets are not impacted by this recommendation. Should Council decide to allow RV camping on City land, additional use of the City infrastructure and services may result.

**STRATEGIC PRIORITIES REFERENCE:**

Council’s 2016-2018 strategic priorities reflect a desire to utilize regional infrastructure solutions for shared services to our community. The utilization of an existing nearby RV campground is an appropriate solution to this concern.

**OFFICIAL COMMUNITY PLAN REFERENCE:**

No specific reference

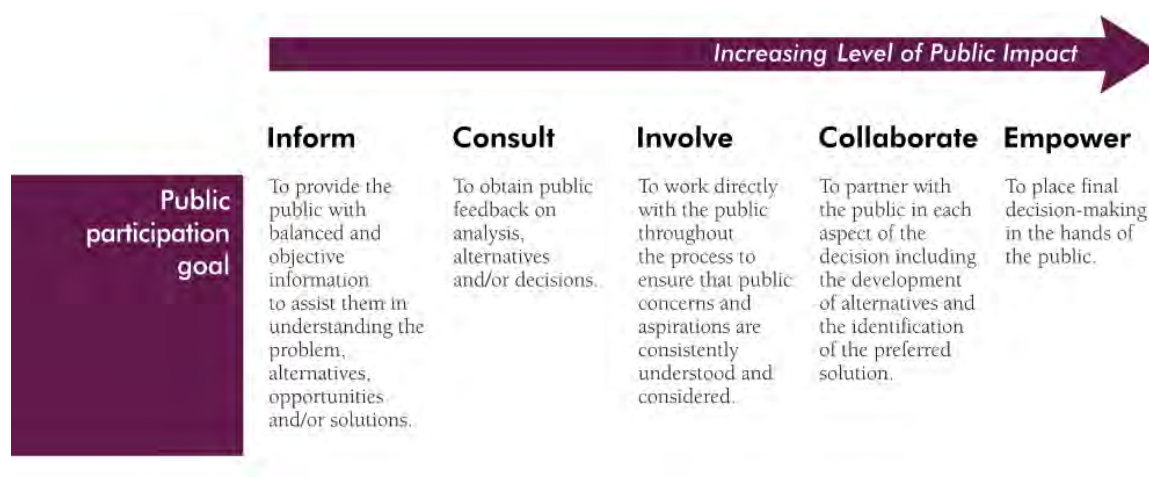
**REGIONAL GROWTH STRATEGY REFERENCE:**

No specific reference

**CITIZEN/PUBLIC ENGAGEMENT:**

Staff would inform the user group based on the IAP2 Spectrum of Public Participation:

[http://c.ymcdn.com/sites/www.iap2.org/resource/resmgr/imported/IAP2%20Spectrum\\_vertical.pdf](http://c.ymcdn.com/sites/www.iap2.org/resource/resmgr/imported/IAP2%20Spectrum_vertical.pdf)



**OPTIONS:**

Option 1 That Council direct staff to maintain the existing restriction on overnight RV parking at the Florence Filberg Centre.

Option 2 That Council direct staff to permit overnight RV parking at specific events in the lower

Florence Filberg Centre parking lot.

Option 3 That Council refer the item back to staff for further consideration and report.

Prepared by:



Dave Snider  
Director of Recreation and Cultural Services

*Attachments:*

1. *Letter from the Ocean Waves Square Dance Club*

October 29, 2015-10-29



Mayor Larry Jangula,

City of Courtenay

Hello Larry, The attached letter to Council on behalf of the Ocean Waves Square Dance Club is a result of discussion at a recent executive meeting. The club knows the decrease in attendance at our September Corn Roast is partly due to the dancers not being able to stay in their RV's on site. I mentioned the discussion Roy Johnson and I had with you at the pot luck dinner you attended Sept. 5. The club asked me to bring this forward to council and enclosed is the letter addressing this issue.

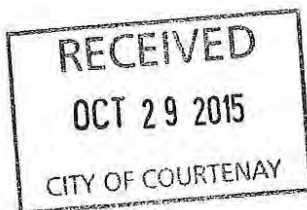
Thank you for your interest in this matter.

A handwritten signature in blue ink that reads "Anne Langdon". The signature is written in a cursive style.

Anne Langdon

Ocean Waves Square Dance Club

250 897-1657



October 29, 2015

Mayor Larry Jangula,  
Councillors, City of Courtenay  
830 Cliffe Avenue  
Courtenay, BC V9N 2J7

Dear Mayor Jangula and City Councillors,

We are members of the Ocean Waves Square Dance Club and am writing on their behalf. The club holds square dances twice a month from Sept. through May at the Filberg Centre. The club also hosts a successful annual event the 1st weekend in September. This is the Corn Roast which has been running for 26 years, bringing square and round dancers from up and down the island, Powell River and the Mainland and beyond to Courtenay.

Until approximately 2008 a large part of the success of these weekend dances was that travelling visitors were able to park and stay overnight in their RV's on the parking lot at the Filberg Centre for the weekend. This allowed them to relax and enjoy not only the scheduled dance events but to have extra time to explore the city and walk to restaurants and stores close by. Since 2008 when RV's were no longer welcome overnight in the downtown core and had to park at sites outside the city the attendance at our Sept. weekend dropped dramatically. Dancers with RV's who still come to the Corn Roast park outside of town and spend their free time at the sites where they are parked, seldom come into Courtenay except to dance.

Similarly, the North Island Hot Jazz Society had an arrangement for overnight RV parking during their weekend Jazz events at the Filberg. This annual event, although well run and successful otherwise, had to close down, partly because of a drop in overall attendance when visitors were no longer able to park RV's overnight at the Filberg.

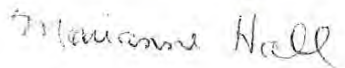


We know that Downtown Revitalization is one of the city's top priorities and that the city is looking for input and ideas on how to enhance the downtown experience. We see our concern with RV parking overnight for a limited time in the Filberg parking lot as one of the barriers to Downtown Revitalization. We know it has impacted business as it has affected attendance at the Corn Roast.

On behalf of the Ocean Waves Square Dance Club we ask that council review this matter and advise us if an arrangement can be worked out to allow overnight RV parking in the Filberg Parking lot during sanctioned events such as the Corn Roast weekend.

Because of planning, advertising and program decisions to be carried out we would appreciate a decision from council on this by the end of December 2015. Please advise if you need further information from the club.

Sincerely,



Anne Langdon, [happytrails4u@shaw.ca](mailto:happytrails4u@shaw.ca)

250-897-1657

Marianne Hall [mariannehall@telus.net](mailto:mariannehall@telus.net)

250 338-3987

Promotion & Publicity Committee - Ocean Waves Square Dance Club



## Councillors

Les Barkman  
Sandy Blue  
Kelly Chahal  
Brenda Falk



## CITY OF ABBOTSFORD

Mayor, Henry Braun

## Councillors

Moe Gill  
Dave Loewen  
Patricia Ross  
Ross Siemens

February 2, 2016

File: 7550-01

The Honourable Suzanne Anton  
Minister of Justice and Attorney General  
PO Box 9044 Stn Prov Govt  
Victoria, BC, V8W 9E2

Dear Minister Anton:

### **Re: Downloading of DNA Analysis Costs**

The Province signed an "Agreement Respecting Biology Casework Analysis" in January 2015; however, the City of Abbotsford only recently learned that the Province has decided to limit its contribution to the historical \$1.36 million contribution, regardless of demand. Instead of the Province increasing its contribution, as is specifically contemplated in the agreement, the significant funding gap between \$1.36 million and the Province's 54% commitment of approximately \$4 Million will be downloaded to individual municipalities that require these services.

In 2015, the Abbotsford Police Department (APD) and the City were informed about this change in policy by the Organized Crime Agency of British Columbia (OCABC) regarding DNA Testing. A copy of staff report CM 001-2016 including background information is attached. The costs of delivering Police services continues to rise for most British Columbian municipalities, regardless if the municipalities employ the Royal Canadian Mounted Police or have opted for a Municipal Police force.

The Provincial and Federal Governments continue to struggle with the same costs pressures as municipalities, with the only exception that they can allocate costs to local government where municipalities have no option but to increase costs. The shift in this responsibility, and costs, continues to add to the continuum of downloading to municipalities from senior levels of government, of which the tax burden is passed on to the taxpayer.

The City of Abbotsford supports the position of the District of Kent (copy of its letter attached to the above referenced staff report) requesting that the Province consider its position on this matter, the detrimental effects to municipalities, and an affordable resolution to DNA Analysis program.

Yours truly,

A handwritten signature in black ink, appearing to read "Henry Braun", written over a horizontal line.

Henry Braun  
Mayor

Attachment

- c. Premier Christy Clark  
Honourable Michael de Jong, Minister of Finance, MLA, Abbotsford-West  
Clayton Pecknold, Assistant Deputy Minister and Director of Police Services  
Simon Gibson, MLA, Abbotsford-Mission  
Darryl Plecas, MLA, Abbotsford South  
UBCM Member Municipalities  
Fraser Valley Regional District  
Council Members  
George Murray, City Manager

Report No. CM 001-2016

EXECUTIVE COMMITTEE

Date: January 18, 2016  
File No: 0400-30-20

To: Mayor and Council  
From: George M. Murray, City Manager  
Subject: Downloading of DNA Analysis

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## RECOMMENDATION

THAT the Mayor send a letter to the Honourable Suzanne Anton, Minister of Justice and Attorney General to share the City's concerns regarding the downloading of DNA analysis costs to municipalities.

## SUMMARY OF THE ISSUE

At its Regular meeting of Council on January 11, 2016, Council received a copy of correspondence dated December 2, 2015, from the District of Kent to the Honourable Suzanne Anton, Minister of Justice and Attorney General, which outlined their concerns regarding the introduction of a "user pay" model for the costs of DNA analysis services (**Attachment A**). In their letter, the District of Kent states the following:

*"This new charge to local governments follows the agreement between the Province of BC and the Government of Canada with regard to Biological Casework (DNA) analysis. Although DNA analysis services are not funded through the RCMP contract, and are now being billed to the municipalities, calculated by a user-pay formula municipalities with a population less than 5,000 are not billed or factored into the formula."*

Council referred this matter to staff for a report.

## BACKGROUND

The costs of delivering Police services continues to rise for most British Columbian municipalities, regardless if the municipalities employ the Royal Canadian Mounted Police or have opted for a Municipal Police force. The Provincial and Federal Governments continue to struggle with the same costs pressures as municipalities, with the only exception that they can allocate costs to local government where municipalities have no option but to increase costs.

The Province signed an "Agreement Respecting Biology Casework Analysis" in January 2015; however, we only recently learned that the Province has decided to limit its contribution to the historical \$1.36 million contribution, regardless of demand. Instead of the Province increasing its contribution, as is specifically contemplated in the agreement, the significant funding gap between \$1.36 million and the Province's 54% commitment of approximately \$4 Million will be downloaded to individual municipalities.

## DISCUSSION

In 2015, the Abbotsford Police Department (APD) and the City were informed about this change in policy by the Organized Crime Agency of British Columbia (OCABC) regarding DNA Testing. Currently, it is estimated that the increased costs to the City (through the APD budget) is \$86,000.

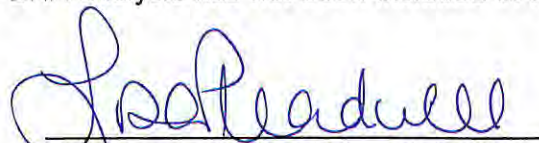
The District of Kent goes to great extent to reference the increased costs are detrimental to small/smaller municipalities. Regardless of the size of municipalities receiving these additional costs, this shift in policy will once again create yet another “downloading” of costs from one of the senior levels of government.

The Federation of Independent Business releases a report annually criticizing municipalities for passing tax increases which exceed the rate of “inflation and population growth”. Cities continue to have costs downloaded as well as are being asked to provide services beyond their original mandate (e.g. Homelessness) and as such are having a difficult time keeping their budget increases within inflationary and population increase.

Based on the foregoing, staff recommend that the Mayor write to the Honourable Suzanne Anton, Minister of Justice and Attorney General, and reinforce the District of Kent’s concerns regarding the continuing downloading of costs without additional grants and/or offsetting revenues.

## FINANCIAL PLAN IMPLICATION

Downloading of costs makes it difficult for municipalities to support their spending on services and programs provided to the residents. The redistribution of responsibilities without the ability to set program standards and control costs, places a lot burden on the municipality without the mechanism for the municipality to procure an alternative service provider. The financial implications related to a “user pay” model for DNA analysis has not been included in the 2016-2020 Financial Plan.



Lisa Pleadwell, Chief Financial Officer

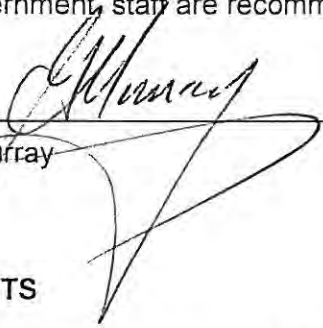
## IMPACTS ON COUNCIL POLICIES, STRATEGIC PLAN AND/OR COUNCIL DIRECTION

The increase in costs, or service requirements, downloaded from senior levels of government continues to put pressure on Council’s Strategic Cornerstone “Fiscal Discipline” without sacrificing one of the City’s other objectives.

## SUBSTANTIATION OF RECOMMENDATION

This report supports the District of Kent’s position that the downloading of the costs associated with DNA testing needs to be reconsidered by the Provincial Government. As municipalities are

fairly consistently experiencing the downloading of costs and/or additional services from senior levels of Government, staff are recommending support be provided for Kent's position.



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George M. Murray  
City Manager

**ATTACHMENTS**

Attachment "A": Correspondence from the District of Kent to the Honourable Suzanne Anton regarding Downloading of DNA Analysis Costs.



7170 Cheam Avenue  
P.O. Box 70  
Agassiz, British Columbia  
Canada V0M 1A0

Tel: (604) 796-2235  
Fax: (604) 796-9854  
Web: www.district.kent.bc.ca

December 2, 2015



File: 0400-20  
7400-01

The Honourable Suzanne Anton  
Minister of Justice and Attorney General  
PO Box 9044 Stn Prov Govt  
Victoria, BC V8W 9E2

Dear Minister Anton:

**Re: Downloading of DNA Analysis Costs**

We are in receipt of the letter dated October 31, 2015 from the *Organized Crime Agency of British Columbia* (OCABC) regarding Cost Recovery on DNA analysis services (attached as Appendix 'A'). Specifically, a new Agreement *Respecting Biology Casework Analysis 2014-2024* (BCAA) has been endorsed by the Provincial Minister of Justice and Attorney General, and the Federal Minister of Public Safety and Emergency Preparedness, introducing a "user pay" model for the costs of DNA analysis services.

Our Council has now had the opportunity to review the letter from the OCABC, along with the DNA Analysis Fact Sheet, prepared by the Ministry of Justice and we have some serious concerns.

When signing the updated Municipal Police Unit Agreement in 2012, the District of Kent Council expressed our concerns regarding rising policing costs, hidden costs and financial uncertainty affecting the District's budget. As we predicted at that time, policing costs have risen substantially every year since, resulting in significant tax increases for our community. Every year we are presented with additional costs and new expenditures, of which we have little or no control. The downloading of the DNA analysis services is just the latest example of costs that have been shifted to our municipality.

Local governments in British Columbia (with a population over 5,000) have begun to receive invoices for DNA analysis services. This new charge to local governments follows the agreement between the Province of BC and the Government of Canada with regard to Biological Casework (DNA) analysis. Although DNA analysis services are not funded through the RCMP contract, and are now being billed to the municipalities, calculated by a user-pay formula,



municipalities with a population less than 5,000 are not billed or factored into the formula. Further, the October 31<sup>st</sup> letter from OCABC advises that our total invoice amounts include costs resulting from partnering in an Integrated Team where DNA costs have been identified. As a municipality with a population between 5,000 and 15,000, our integrated team costs are billed to the municipality at 70%. Therefore, although we are totally opposed to further downloading; at the very least, we would not expect to be billed for than our normal 70% share of all but accommodation costs.

With respect, we remind you, as we did in 2012, that our Council entered into the policing agreement in 2009 under protest with the Province incorporating 470 (federal) prisoners from the Kent/Mountain Institutions. We are a relatively small town and continuing increases to the Policing budget has an adversarial effect on our operating budget and tax rates.

We ask you, Honorable Minister Anton, to review our concerns and reconsider the funding of the DNA costs to determine a solution affordable to communities such as ours.

Sincerely yours,



John Van Laerhoven  
Mayor

Pc: Clayton Pecknold, Assistant Deputy Minister and Director of Police Services  
Premier Christy Clark  
Laurie Throness, MLA  
UBCM Member Municipalities



ORGANIZED  
CRIME  
AGENCY  
of  
BRITISH COLUMBIA

# APPENDIX 'A'

Mailing Address:  
Mailstop #408/409  
14200 Green Timbers Way  
Surrey, B.C., V3T 6P3  
(778) 290-2040

October 31, 2015

**ORIGINAL**

**RECEIVED**

**-11-12 2015**

**AGASSIZ RCMP**

District of Kent  
C/O – Cpl. Darren Rennie  
Kent Detachment  
6869 Lougheed Hwy  
Agassiz, BC  
V0M 1A0



Dear Cpl. Darren Rennie,

Re: Cost Recovery on DNA Analysis Services

A new *Agreement Respecting Biology Casework Analysis 2014-2024 (BCAA)* has been endorsed by the Provincial Minister of Justice, Attorney General and the Federal Minister of Public Safety and Emergency Preparedness. While the Province of British Columbia will continue to contribute the historical annual amount of \$1.366 million dollars and Public Safety Canada will pay 46% of ongoing costs; a "user pay" model has been introduced.

Police Services has created a cost sharing model calculated on the total cost for DNA analysis in British Columbia, minus the provincial contribution, distributed proportionally based on your agency's two year average usage compared to the usage of other law enforcement agencies in British Columbia.

The Organized Crime Agency of British Columbia's (OCABC) mandate has been expanded by the Minister of Justice. As a result, OCABC will now act in the capacity of Financial Administrator for the new Biology Casework Analysis Agreement (BCAA). OCABC is providing all users of the DNA Analysis Services, including the RCMP and Municipal Police Agencies, an invoice detailing the apportioned costs for the last quarter of the 2015/16 Federal Government Fiscal year. Full payment can be made to OCABC prior to \* February 28, 2016.

Moving forward OCABC will be providing all users of the DNA Analysis Services an annual invoice. This annual process will start on April 1, 2016. Payment will be due by June 30 of each year also starting in 2016.

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CAG    Dir. Eng.    Building    PEP    Agenda Date \_\_\_\_\_

Corp S.    Dir. Fin.    Bylaw    RCMP    In Camera Date Dec. 14/2015

Dev S.    Dep. Fin.    GIS/HR    FIRE    Agenda Place "A"

MAYOR    Council    Ex. Rec.    Other \_\_\_\_\_

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In addition, please be advised that should your Department or Detachment be involved/partnered in an Integrated Team where DNA costs have been identified, these costs have been included in your total invoice amounts.

You will find three attachments: an OCABC invoice for your last quarterly use of DNA Analysis for the 2015/16 year, a BC Police Services DNA Fact Sheet, and a Billing Calculations explanation sheet.

Should you have any questions about your invoice or this new process, please contact Superintendent John Grywinski at 778-290-3003 for further information.

Yours truly,



Kevin Hackett, C/Supt.  
Chief Officer

*Attachments*

# Billing Calculation for Agencies

The first three years of the Biology Casework Analysis Agreement include an escalation period which uses fixed costs to gra to British Columbia from the historical payment amount of \$1.366 million to paying 54% of actual costs. The Federal Govern the costs for British Columbia's DNA analysis each year after the escalation period. The remaining 54% of the costs will be c the contribution and formulas outlined below.

## Escalation Period

### ***2014/2015 (Year 1 Fixed Amount \$2.5M)***

The Province paid the bill for all Agencies for the first year of the escalation period.

### ***2015/2016 (Year 2 Fixed Amount \$3.6M)***

The Province will pay its historical contribution of \$1.366 million plus (75%) three quarters of the bill (i.e. April to December) in the second year.

Agency's cost is =

Your Agency's two year average usage compared to the usage of other Law Enforcement Agencies in British Columbia.

X [(Fixed cost of \$3.6M) – (Historical Contribution)]

Province's cost is \$ x = (\$3.6M - 1.366M) x 75%

**2016/2017 (Year 3 Fixed Amount \$4.9M)**

The Province will pay its historical contribution (\$1.366 million). The rest of the cost to British Columbia will be invoiced to e their proportionate two year average usage compared to the two year average usage for British Columbia as a whole.

Agency's cost will be \$x = Your Agency's two year average usage compared to the usage of other Law Enforcement Agencies in British Columbia. X [(Fixed cost of \$4.9M) – (Historical Contribution of

**Integrated Teams**

Partner Agencies involved in an Integrated Team where DNA costs have been identified; these costs are included in your tot Splits are based on the respective MOU split formula and applied pro-rata to participating agencies.

**Integrated Detachments**

- Usage and cost split is based on Member Establishment for Integrated Detachments.
- RCMP Municipal Establishment is based on Annex Letters.
- RCMP Provincial Establishment is based on RCMP HRMIS system.



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## DNA Analysis Fact Sheet

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### Background:

- Biological Casework Analysis (DNA) for police agencies in British Columbia is provided by the RCMP Forensic Sciences and Identification Services (FS&IS) lab under the National Police Services (NPS).
- NPS is a federally funded program operated under the stewardship of the RCMP. It provides services (such as the FS&IS Lab, the Canadian Firearms Program, the Violent Crime Linkage Analysis System, the National Sex Offender Registry, etc.) directly to police agencies across Canada.
- In 2004, provinces and territories agreed to contribute to Biological Casework Analysis and entered into Contribution Agreements with Canada.
- Historically, the Province of BC has contributed \$1.366 million for the RCMP FS&IS lab to provide DNA analysis services to police agencies in BC.
- In 2013, the Federal Government advised that it would no longer continue to provide BCAA services at the historical flat rate contribution and would require reimbursement based on actual costs.
- The new *Agreement Respecting Biology Casework Analysis 2014-2024 (BCAA)* has been negotiated as a result.
- After negotiations between the Province and Public Safety Canada (PSC) regarding the provision of DNA analysis services to police agencies in British Columbia, the new agreement was endorsed by both the Provincial Minister of Justice and the Federal Minister of Public Safety and Emergency Preparedness. The PSC billing for fiscal years 2014/15, 2015/16 and 2016/17 are fixed amounts per the agreement. After the three-year escalation period, Canada will contribute 46% of the total costs.
- Under the new BCAA, after a three-year escalation period (which began in fiscal 2014/15), DNA analysis services will be charged based on a calculation that reflects two-year average actual usage. As per s. 15 (1) of the *Police Act*, in British Columbia, police agencies are responsible for bearing expenses necessary to maintain law and order, to adequately enforce criminal law, and to provide adequate equipment and supplies for the operations of and use by the police.
- DNA analysis is not a service provided under the Provincial (or Municipal) Police Service Agreement.
- In order to allow police agencies time to transition the Province is paying the full cost of the new BCAA from April 1, 2014 to December 31, 2015 of the escalation period.
- All police agencies will be responsible for their actual use of the service as of January 1, 2016.

### New Process:

Ministry of Justice

Policing and Security Branch

Mailing Address:  
PO Box 9285 Stn Prov Govt  
Victoria BC V8W 9J7

Telephone: 250 356-7926  
Facsimile: 250 356-7747  
Website: [www.gov.bc.ca/pssg](http://www.gov.bc.ca/pssg)

- The Organized Crime Agency of British Columbia (OCABC) will function as the administrator for the new BCAA.
- OCABC will invoice police agencies in October 2015 for their January 1, 2016 to March 31, 2016 BCAA services. Payment of this invoice will be due by February 29, 2016.
- Annually OCABC will invoice police agencies in April starting in 2016 for BCAA services for the period April 1 to March 31. Payment of this invoice will be due by June 30 of each year also starting in 2016 (i.e. approximately 60 days from invoice date).
- Starting in fiscal year 2017/18 when the charges from PSC are no longer fixed, OCABC will invoice police agencies based on an estimate. Any difference between this estimate and actual PSC invoice, which is received later in the year, will be adjusted in the following year's invoice to police agencies.

**Billing Calculation:**

- The method of calculation for determining the total cost for DNA analysis in Provinces and Territories each year is set out in the new BCAA.
- The Province of British Columbia will continue to contribute the historical amount of \$1.366 million.
- The amount of the total cost for DNA analysis in the province that remains after the Province has paid its contribution of \$1.366 million will be distributed proportionally among police agencies based on each agency's two year average usage compared to the total usage of all law enforcement agencies in British Columbia.







January 26th, 2016

City of Courtenay  
830 Cliffe Avenue  
Courtenay, British Columbia  
V9B 2X8

### **Re: Retail liquor policy changes and impacts on local government**

Dear Mayor and Council:

As largely small, independent, and family-owned businesses, private liquor store operators are a key part of the business community. With the ongoing roll-out of provincial changes to liquor retailing, there are key issues that we ask the City of Courtenay to consider.

#### Grocery and alcohol-on-the-shelf:

The province is allowing grocery stores around the province to sell wine on open shelves, in standard, uncontrolled aisles and shopping areas. The “BC wine only” stipulation is under trade challenge and these licences are already being expanded to other types of alcohol.

The list of rules and regulations that are imposed on private and public liquor stores regarding access of unaccompanied minors; storage; stock room layout; security; distance requirements and more are long, significant, and generally appropriate. They prevent people with substance abuse problems from being unwillingly exposed to alcohol when they are buying necessities such as food. The rules and regulations have also reduced alcohol related policing costs.

Liquor is a controlled substance and special regulations are needed. Alcohol, whether it is beer or wine is still alcohol. It is unfair and dangerous to have a different set of rules for two different retailers.

Small businesses have invested significantly in liquor retail stores in Courtenay and their profits are reinvested in the local community. Courtenay liquor retailers have purchased expensive licenses under the governments assurances around the “1km rule” and have taken on long term lease obligations and made significant long term investments in their properties.

Wine and alcohol in grocery will NOT be subject to the 1km rule, meaning you could have a shopping plaza with a Government Liquor Store (GLS) or Private Liquor Store (LRS) next door to a grocery store with a large section of wine and other types of alcohol. In many cases this puts too many retail liquor options on the same property or in an area of concentration.

Wine and alcohol sales are the only part of our business. As private liquor retailers we are not permitted to act as a grocery or any other kind of retail store.

These two sets of rules the Province has outlined, benefit large corporate grocery chains, but do not create a level playing field, instead, they hurt small business and have an impact on public safety and policing costs. We respectfully ask Mayor and Council to consider our recommendations.

**RECOMMENDATION:** the City of Courtenay should review current zoning bylaws and definitions regarding retail liquor outlets.

Ensure that language in current or future legislation is not unintentionally self-limiting (i.e., “Liquor Stores” vs. “retailers of beverage alcohol” or use “pursuant to Liquor Control and Licensing Act”.)

Ensure that any retailer of alcohol is required to meet the common minimum standard of safety that is applied to a private or government liquor store.

Implement a distance criterion that eliminates concentrations of liquor retail. As of April 1, 2015, a 1,000 meter (1km) rule has been applied by the Province to any new private liquor stores and Government Liquor Stores. Retailing safeguards of this nature would not be a detriment in terms of reasonable access to alcohol in Courtenay and would still allow for responsible liquor retail development in identified mature and immature comprehensive development zones.

We believe Courtenay should consider implementing a distance rule and believe reducing to a metric just under 1km would be acceptable and a fairer way to manage liquor retail outlets.

Courtenay residents would be well served by distance criteria for liquor retail that would not be dissimilar to future potential retail policies around other controlled substances (dispensaries etc...). This rule would include Government Liquor Stores, Private Stores and Grocery Stores.

Such policies would protect jobs, investment in the community; provide future investment certainty while insuring public access and appropriate safeguards to the citizens and taxpayers of Courtenay.

Respectfully,



---

Jeff Lucas  
GM, Cascadia Liquor Store

**Some municipal examples:**

*District of Saanich* – bylaw restrictions to one Liquor Retail Store per shopping centre

*Town of View Royal* – no additional licensed retail stores are permitted on land within 320m of the original licensed retail store. Beer, wine, spirits or other liquor cannot be sold within a grocery store or supermarket

*City of Victoria* – general distance requirement of 200 meters to avoid concentrations in the same block or intersection. Distance requirements of 200 meters from schools.

*City of Kamloops* – 1km distance requirement from any liquor retail sale use

*City of Richmond* – 500 meter distance criteria for liquor retail

*City of Vancouver* – rejection of applications for liquor on grocery store shelves. In process of developing policy

*City of North Vancouver* – 1km separation between all licensee retail stores

*City of Kelowna, Vernon, Port Alberni* – investigating policies to control density of retail sales of alcohol

**Example:**

**INTERPRETATION Division 3 – Definitions**

**AMEND:**

“Liquor Store” means the business through which a person may retail to the general public liquor and liquor products.

**TO:**

"Licensed Retail Store" means any premises licensed pursuant to the Liquor Control and Licensing Act (whether principal in nature or not) that engages in the retail sale of wine, beer, spirits and/or any other liquor for offsite consumption. Display, storage and sales of all bottled or canned alcoholic beverages must take place in an area of the store that is separately enclosed or segregated from any area where any other product is displayed, stored or sold.

**OCP/BYLAW AMENDMENT:**

Policies or directives in the OCP that discourage zoning for Licensed Retail Store use if there is already a Licensed Retail Store within “X” meters of the proposed site.

Office of the Chief Administrative Officer

600 Comox Road, Courtenay, BC V9N 3P6  
Tel: 250-334-6000 Fax: 250-334-4358  
Toll free: 1-800-331-6007  
www.comoxvalleyrd.ca



File: 7130-01

January 27, 2016

Sent via email only: [dallen@courtenay.ca](mailto:dallen@courtenay.ca)

David Allen  
Chief Administrative Officer  
City of Courtenay  
830 Cliffe Avenue  
Courtenay, BC V9N 2J7

Dear David:

**Re: Comox Valley Emergency Program – agreement amendment**

The Comox Valley Regional District (CVRD) board of directors adopted the following resolution at its January 26, 2016 meeting:

*THAT the Comox Valley emergency program service agreements amendments no. 1, between the Comox Valley Regional District and the City of Courtenay, the Town of Comox, and the Village of Cumberland, as attached to the staff report dated January 7, be approved.*

Attached is the staff report (appendix A) that was presented to the CVRD committee of the whole on January 19, 2016. To maintain continuity and meet the obligations of the *Emergency Program Act*, we respectfully request your council to approve the program service agreement amendment no. 1 (appendix B). As mentioned in the staff report, the agreements require an administrative amendment to delete the word 'contractor'.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Oakman', written over a horizontal line.

Debra Oakman, CPA, CMA  
Chief Administrative Officer

Enclosure: Appendix A – 20160107 Comox Valley emergency program update report  
Appendix B – CVEP service agreement amendment no. 1

cc: John Ward, director of legislative services, City of Courtenay  
Ian Smith, general manager of community services branch



## Staff report

**DATE:** January 7, 2016

**FILE:** 2735-01

**TO:** Chair and Directors  
Committee of Whole

**FROM:** Debra Oakman, CPA, CMA  
Chief Administrative Officer

**RE:** Comox Valley Emergency Program status update

---

### **Purpose**

To provide a status report with regard to the retirement of Mike Fournier, Comox Valley emergency program (CVEP) coordinator, CVEP program update and recommendation to amend program service agreements with the City of Courtenay, Town of Comox and Village of Cumberland.

### **Policy analysis**

The Comox Valley emergency program was established in 1991 by bylaw no. 1341 and a part-time emergency coordinator was engaged. Since 1991 the duties of the CVEP coordinator have expanded due to population growth, statutory and regulatory changes to provincial emergency legislation, climate change and a greater awareness on behalf of the public of potential emergencies that could threaten their well-being.

In 2001, a policy agreement was signed with the Comox Valley member municipalities and electoral areas that broadened the duties of emergency coordination to a more regional level. The Filmon Report, following the 2003 firestorm in the interior, reinforced the policy agreement by making a recommendation to the Premier that emergency management be organized regionally and that regional districts be required to develop emergency plans.

In 2007 the British Columbia Association of Emergency Managers was created with the goal of standardizing training and expertise in the field and as an initial step in the accreditation of the profession.

The *Emergency Program Act S. 6(3)* requires that a local authority establish and maintain an emergency management organization. Section 6 (3.1) identifies the organization and makes provision for the appointment of management committees and an emergency program coordinator. Further, the 2012 Comox Valley emergency plan administrative service agreements with the three Comox Valley member municipalities state that the Comox Valley Regional District (CVRD) shall contract the services of a CVEP coordinator.

Personnel administration is governed pursuant to bylaw no. 21 being the 'Comox Valley Regional District Officer Bylaw'. Section 5 of the officer bylaw assigns personnel administration to the chief administrative officer (CAO).

### **Executive summary**

Mike Fournier, CVEP coordinator for the past 15 years, provided notice to the CVRD on October 19, 2015, that he would not be exercising the renewal option of the existing contract that expired December 31, 2015. The CVEP coordinator provides "the Services" for the Comox Valley emergency program (appendix A).

Upon notification from Mr. Fournier, the CAOs from the City of Courtenay, Town of Comox, Village of Cumberland and CVRD held an emergency meeting to discuss the regional program and next steps. Ongoing challenges of recruitment for deputy coordinators and the need for a review of the organizational management structure for the program was discussed. However, the CAOs agreed that the first step would be the recruitment of a new CVEP coordinator.

Consequently, the CVRD issued a request for proposal seeking an emergency program coordinator to provide “the Services”. While 30 parties requested a package, the CVRD received no proposals for the work. A follow-up with other local governments identified that other emergency program coordinators moved from contractors to staff positions beginning in 2010. In conjunction with this analysis, an internal analysis of the existing CVEP coordinator contract identified that not only was the CVRD providing a monthly contract amount, the CVRD also reimbursed the contractor for all expenses, provided office space, supplies, materials and cell phone. The contractor did conduct business from both the CVRD leased space and from a home office. The combination of all of these factors has resulted in staff reviewing the delivery of the emergency program, and after further discussion with the CAOs the contract position has been converted to a staff position. Recruitment is expected to take two to three months.

In order to meet the obligations of the *Emergency Program Act* and the service agreements with the City of Courtenay, Town of Comox and Village of Cumberland, the following interim CVEP management organization structure has been put in place from January to March 31, 2016:

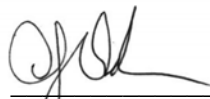
- Interim CVEP coordinator: George Doerksen
- Deputy CVEP coordinators: Dave Carmichael, Scott Goodman, Mike Fournier

One task for the new permanent CVEP coordinator will be to research and develop a long-term CVEP organizational management structure report for the board’s consideration. This report will include recommendations and a five year implementation plan. The presentation of the report is expected by the fall 2016 in order for the board and councils to review and provide direction for a long-term sustainable Comox Valley emergency program.

From an administrative perspective, the agreements with each of the municipalities require an amendment to delete the word ‘contractor’ (appendix B). The Comox Valley emergency agreements between the municipalities and the CVRD meet the four local governments’ obligations pursuant to the *Emergency Program Act*.

#### **Recommendation from the chief administrative officer:**

THAT the Comox Valley emergency program service agreements amendments no. 1, between the Comox Valley Regional District and the City of Courtenay, the Town of Comox, and the Village of Cumberland, as attached to the staff report dated January 7, be approved.



Debra Oakman, CPA, CMA  
Chief Administrative Officer

#### **Background/current situation**

The CVEP coordinator provides “the Services” for CVEP with the key responsibility of overseeing and coordinating the Comox Valley emergency program. For reference, attached is the scope of

work which outlines the duties, responsibilities and deliverables that is required of the CVEP coordinator.

The regional districts of Cariboo, Fraser- Fort George, Squamish-Lillooet, Thompson-Nicola, Bulkley-Nechako, Nanaimo and Strathcona all have permanent positions supporting the regional emergency program. A full review of these programs and organization structures will be completed in 2016.

### Options

1. Continue with a regional emergency planning approach for the Comox Valley and amend agreements with the City of Courtenay, Town of Comox and Village of Cumberland.
2. Discontinue the CVEP and each local government develop their own management structure and appointment of an emergency program coordinator for the delivery of their own local emergency program.

The CAOs support a regional emergency program coordinator. This will provide local governments with a dedicated resource that will be recruited to ensure a sustainable program based on collaboration between local governments as a key performance objective.

### Financial factors

Attached is the proposed 2016-2020 financial plan for this service (appendix D). Highlights of the 2016-2020 proposed financial plan for Comox Valley emergency program service, function # 270 include:

#### *Revenue Sources*

There are two local government revenue sources for this service and listed below are the financial impacts:

1. Tax requisition from the electoral areas of A, B, and C. In 2016 there is an estimated \$5,000 increase in requisition from 2015.
2. Service agreements with the local governments of Cumberland, Courtenay and Comox. An amount equivalent to the tax rate is collected from these municipalities under a service agreement. The agreements reflect current legislation, service clarification and cost sharing. In 2016, there is an estimated \$8,000 increase in total to the service agreements.

The total tax requisition for the service could be reduced by \$5,000.00 by reducing the contribution to reserves by \$5,000.00. The reserve fund has an approximate balance of \$8,000.00 at the end of December 31, 2015.

Whenever possible, grant applications are submitted to provide financial assistance to support a project. For 2016 there are no grant applications submitted to date, however grant opportunities will continue to be researched.

Direct tax impacts on Comox Valley property owners for the emergency program is estimated on a \$350,000.00 property assessment; for 2016, the tax levy is estimated to be \$4.03 as compared to the 2015 levy of \$3.82.



*Personnel*

The general manager of community services branch for the CVRD oversees the program as part of the community services branch and to date there has been no direct charge for this management oversight. The coordinator is responsible for delivery of the CVEP service. The 2016 personnel costs are prorated and estimated at \$51,585.00, with a reduction in annual contract services operating costs of \$49,800.00. This position is cost shared on the basis of 90 per cent Comox Valley emergency program and 10 per cent electoral area rural emergency planning.

*Operations*

This program is delivered on a 24/7 response availability through the CVEP coordinator and deputy coordinators. For the past several years, deputy coordinators recruitment has been a challenge to both attract and retain. In 2016, the emergency program coordinator will be tasked with conducting a management organization review to make a recommendation and prepare an implementation plan for consideration fall 2016.

In addition to the CVEP coordinator, key volunteers who administer and support the emergency essential services (ESS) for the CVEP will be retiring effective January 1, 2016. Increased reporting requirements by the province are adding to challenges with volunteer recruitment. The administration tasks form part of the interim CVEP coordinator position to ensure that the CVEP meets the provincial reporting requirements. Future administration requirements for ESS will form part of the management organizational review.

The interim program coordinator and deputy coordinators have emergency management training and experience working with the CVEP. The deputy coordinators role will provide back-up to the interim program coordinator for on-call, relief, absences, meeting assistance, program support and transitions activities. This interim operational plan will provide 24/7 coverage and is being funded from 2015 surplus carry forward.

To provide further support to the interim operational plan the emergency program coordinator from the Strathcona Regional District has offered to assist if required for the Oyster River area.

If required, in the event of an emergency incident, further support to the interim plan could come from Emergency Management BC, and other out of region local government Emergency Management Agencies. In addition further support could come from CVRD, City of Courtenay, Town of Comox and Village of Cumberland staff trained in emergency management. CVRD staff have worked with City of Courtenay staff in an emergency operation centre during several flooding events. This type of experience would also assist in the interim until the coordinator's position is filled.

Other 2016 highlights to the CVEP operations include the provision for 'Connect Rocket' an emergency telephone call out service at an annual cost of \$2,000.00.

**Legal factors**

The CVRD is required through bylaw no. 1341, being "Electoral Areas 'A', 'B', and 'C' Emergency Program Extended Service Establishment Bylaw, 1991", to provide funding for this service. Pursuant to the *Emergency Program Act*, this service requires local governments to have a management organization structure in place and to appoint an emergency program coordinator. The service is delivered on a 24/7 basis with a coordinator and deputy coordinator structure, reporting to a joint CVRD, City of Courtenay, Town of Comox, Village of Cumberland CAO administration committee through to the CVRD committee of the whole policy committee.

The current structure includes each municipality having an agreement with the CVRD for the provision of emergency program services including an emergency coordinator. These agreements meet the statutory obligations for each local government pursuant to the *Emergency Program Act*.

The current CVRD service establishment bylaw includes the three electoral areas and as such policy decisions, administration and operation of the service decisions are voted on by the electoral areas only. An option that could be considered is an amendment to the service establishment bylaw to include the municipalities which would result in the applicable weighted vote model.

Canada Revenue Agency (CRA) examines several factors when determining if a worker is an employee or a self-employed contractor. These factors include which party controls the work, provides required tools and equipment, hires assistants, bears any financial risk and has the responsibility for investment and management and is there an opportunity for profit. If the relationship is deemed to be that of employer/employee, there is a responsibility under CRA for the employer to deduct and remit income tax, Canada Pension Plan and employment insurance contributions. In reviewing the CVEP coordinator duties, in which the CVRD controls the scope of work, provides office space, a cell phone, tools and equipment, reimburses for expenses, hires a deputy and bears all financial and management risk, this position would be deemed to be that of employer/employee.

### **Intergovernmental factors**

Emergency programs are of paramount importance to all local governments, including the CVRD. The CVEP functions as a partnership between the local governments of Comox, Courtenay, Cumberland and the CVRD to provide coordinated emergency programming to the Comox Valley. The purpose of integrating emergency programs is to ensure that each area's plans are in harmony with each other, since emergencies can transcend geographic and political borders. These programs are responsible for emergency preparedness, mitigation, response and recovery for their respective communities.

The CVRD CAO has been working with the Comox, Courtenay and Cumberland CAOs to keep them informed and has sought their feedback on the recent developments and possible upcoming changes to this program. In addition, this report was circulated to participating CAOs to provide additional information and seek further feedback.

### **Interdepartmental involvement**

The general manager of community services branch has been the lead and is responsible for working with the executive management team to ensure all legal, financial, contractual, human resources, property, policy and public/information technology issues have been considered during a disaster event. All CVRD departments have been involved in the development of the emergency program and its projects and the development of the CVRD business continuity plan.

### **Citizen/public relations**

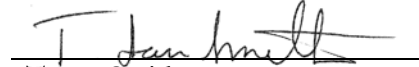
The long-term sustainability of this service has become important to the public due to flooding and earthquake events that have recently occurred in the Comox Valley.

The corporate services branch plays the vital role of informing the public during a disaster or business continuity event. This would include such information as evacuation routes, cautions and procedures to take, updates and other vital information that would be of importance to the public during an emergency event. In addition to local government planning for emergencies, it is also essential that the public plans (as individuals) for their own safety and disaster recovery. This is accomplished by CVEP through the neighbourhood emergency preparedness program or personal

emergency preparedness courses held throughout the year to inform the public how to care and sustain themselves during a disaster event for a period of at least 72-hours.

After a major disaster, it is probable that regular emergency services will not be able to respond for an estimated 72-hours.

Prepared by:



T. Ian Smith

General Manager of  
Community Services Branch

Attachments: Appendix A - CVEP coordinator scope of services  
Appendix B – CVRD CVEP service agreement amendment No. 1 template  
Appendix C – Existing CVEP service agreement  
Appendix D - Proposed CVEP 2016-2020 financial plan

## APPENDIX “A”

### SCOPE OF WORK

#### BACKGROUND

The Comox Valley emergency program was established in 1991 by Bylaw No. 1341 and a part-time emergency coordinator was engaged. Since 1991 the duties of the EPC have expanded due to an increase in population, statutory and regulatory changes to provincial emergency legislation, and a greater awareness on behalf of the public of potential emergencies that could threaten their wellbeing.

In 2001, a policy agreement was signed with the Comox Valley member municipalities and electoral areas that broadened the duties of emergency coordination to a more regional level. The Filmon Report following the 2003 firestorm in the interior reinforced the policy agreement by making a recommendation to the Premier that emergency management be organized regionally and that regional districts be required to develop emergency plans.

In 2007 the British Columbia Association of Emergency Managers (BCAEM) was created with the goal of standardization of training and expertise in the field and as an initial step in the accreditation of the profession.

The *Emergency Program Act S. 6(3)* requires that a local authority establish and maintain an emergency management organization. Section 6 (3.1) identifies that organization and makes provision for the appointment of management committees and an emergency program coordinator. Further, the 2012 Comox Valley emergency plan administrative service agreements with the three Comox Valley member municipalities state that the Comox Valley Regional District (CVRD) shall contract the services of an emergency program coordinator (EPC). The CVRD general manager of community services is responsible for managing the emergency program coordinator contract.

The Consultant will provide “the Services” for the Comox Valley Emergency Program consisting of the following:

#### GENERAL DUTIES

At a minimum the Consultant’s general duties include:

1. Management and responsibility for the emergency program including delivery and implementation of program material and the provision of information to all participating jurisdictions;
2. Carry out the duties as required to coordinate the emergency preparedness, response and recovery plans prepared by the local authorities and other emergency services and supporting agencies (e.g., emergency support services, search and rescue and communication);
3. Represents the Comox Valley Regional District, the City of Courtenay, Town of Comox and Village of Cumberland with regard to outreach and coordination with Emergency Management BC and Wildfire Branch of Forests, Lands and Natural Resource Operations and others as directed.

4. Manages the provision of deputy coordinator services including but not limited to coverage during the emergency coordinator's absence and provides direction to the deputy coordinator in their duties;
5. Plan, formulate and conduct exercises and training programs as required to keep the local emergency program in a state of readiness;
6. Develop training plans and coordinates training;
7. Assist in the application and administration of emergency program grants;
8. Assist in the establishment of community response and recovery activities and operations;
9. Ensure that an emergency contact communication device and phone number is available for 24 hour/day call out;
10. Must be able to open and set up the regional emergency coordination centre (situated in the Comox Valley) within one hour of call out;
11. Provision of long term planning and program development for the emergency program;
12. Act as liaison officer or other assigned duties in an activated emergency operations centre (EOC);
13. Develop yearly work plan and budget.

### **SPECIFIC DUTIES**

A more specific identification of duties is attached as schedule A

### **ADDITIONAL SCOPE OF WORK**

In order to develop a standard level of emergency response and management across the local authorities of the Comox Valley emergency program, the following duties are to be provided by the Consultant:

- development and maintenance of the emergency management capacity for each of the local authorities which includes the City of Courtenay, Town of Comox, Village of Cumberland and Comox Valley Regional District. This program is targeted to the organization themselves and includes identification of needs, appropriate training of staff coordinated emergency exercises between jurisdictions; personal preparedness training and EOC readiness for each local authority;
- the provision of recommendations and analysis on the development of a regional emergency program;
- interdepartmental review of referrals for emergency evacuation routes and risk assessment of isolated neighbourhoods.

### **QUALIFICATIONS**

1. Current Emergency Management Senior Certificate is preferred, or as a minimum : ICS-100, EOC Essentials, EOC Operations, Exercise Planning, Evacuation;
2. Three to five years' experience in emergency management field;
3. Knowledge of the following computer programs: MS Word and Excel;

4. Ability to plan and assign work, organize resources, prioritize work and monitor performance;
5. Suitability for leadership, dependability, reliability, motivation and initiative;
6. Experience working with emergency response agencies such as Police, Fire and EMS;
7. Ability to work with volunteer agencies;
8. Ability to create and deliver reports and presentations to the public, local government councils/boards and other agencies;
9. Public relations skills.

**AMENDMENT#1 OF CONTRACT**

**THIS AGREEMENT** dated the \_\_\_\_ day of \_\_\_\_\_, 2016.

**BETWEEN:**

**COMOX VALLEY REGIONAL DISTRICT**

600 Comox Road  
Courtenay, BC V9N 3P6

(the "CVRD")  
OF THE FIRST PART

**AND:**

**MUNICIPALITY**

(the "Municipality")  
OF THE SECOND PART

**WHEREAS:**

- A. Under a contract agreement between the parties dated the \_\_\_\_\_(the "Contract"), the parties agreed to the terms and conditions specified therein.
- B. The parties have agreed to amend the Contract on the terms and conditions set out in this agreement (the "amendment agreement").

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this amendment agreement and in consideration of the sum of \$10.00 now paid by each of the parties to the other the receipt and sufficiency of which is acknowledged, the parties agree to amend the Contract as follows:

**1. Amendment of 3.0 Term**

Section 3.0 of the Contract is amended as follows:

“3.1 This Agreement shall be in effect for a term of five years, commencing on June 1, 2012 and ending on May 31, 2017 (the "Term").”

**2. Amendment of Section 7.0**

Section 7.1 of the Contract is amended by deleting:

“7.1. The CVRD is responsible for contracting the services of an emergency coordinator and deputy coordinator for the purpose of regional program requirements.”

and substituting:

“7.1. The CVRD is responsible for providing the services of an emergency coordinator and deputy coordinator for the purpose of regional program requirements.”

Section 7.2 of the Contract is amended by deleting:

“7.2. The duties and responsibilities will be identified in the scope of work attached to an agreement for each of the coordinator and deputy coordinator and will be set out in Appendix B.”

and substituting:

“7.2. The duties and responsibilities will be identified in the scope of work for each of the coordinator and deputy coordinator as set out in Appendix B.”

**3. Amendment of Appendix B**

Appendix B of the Contract executed \_\_\_\_\_ is hereby deleted and substituted with the attached Appendix B – Coordinator and Deputy Coordinator Duties and Responsibilities.

**4. Ratification**

Except as expressly amended by this amendment agreement, the parties ratify and confirm the Contract. The Contract and this amendment agreement shall be read and construed as one document.

**5. Time**

Time shall remain of the essence of the Contract and of this amendment agreement.

The parties have executed this amendment agreement with effect as of the date and year first above written.

**COMOX VALLEY REGIONAL DISTRICT**

\_\_\_\_\_  
Bruce Jolliffe  
Chair

\_\_\_\_\_  
James Warren,  
General Manager of Corporate Services Branch

**Municipality**

\_\_\_\_\_  
  
\_\_\_\_\_



## Appendix B – Coordinator and Deputy Coordinator duties and responsibilities

### Coordinator duties and responsibilities

- Management and responsibility for the emergency program including delivery and implementation of program material and the provision of information to all participating jurisdictions.
- Carry out the duties as required to coordinate the emergency preparedness, response and recovery plans prepared by the local authorities and other emergency services and supporting agencies (e.g., emergency support services, search and rescue and communication).
- Represents the CVRD, City of Courtenay, Town of Comox and Village of Cumberland with regard to outreach and coordination with Emergency Management BC and Wildfire Branch of Forests, Lands and Natural Resource Operations and other agencies as directed or required.
- Responsible for monthly multi-agency operations planning meetings including agenda, chairing of meeting, reviewing of minutes and reports, emergency plans as required.
- Responsible for administrative Emergency Support Service tasks in order to ensure timely reporting to EMBC and other agencies as required.
- Supervises and manages the provision of deputy coordinator services including but not limited to coverage during the emergency coordinator's absence and provides direction to the deputy coordinator in their duties.
- Supervises work of staff including training and guidance in performance of duties, conducts performance evaluations, resolves staff issues as they arise and participates in hiring, promotion, discipline, grievance resolution, demotion and termination of decisions. Promotes employee development through counselling, coaching and support with career development.
- Plan, formulate and conduct exercises and training programs with participating staff as required to keep the local emergency program in a state of readiness.
- Develop training plans, coordinates participating local government staff training and maintains local government staff training databases to ensure ongoing management capacity in the event of an emergency.
- Assist in the preparation, application and administration of emergency program grants.
- Assist in the establishment of community response and recovery activities and operations.
- Ensure an emergency contact communication device and phone number is available for 24 hour / day call out.
- Must be able to establish operational readiness and requirements and for the regional emergency operations centre (situated at 600 Moray Avenue in Courtenay) within one hour of call out.
- Provision of long-term planning and program development for the emergency program.
- Act as liaison officer or other assigned duties in an activated EOC.
- Develop and administer yearly work plan and budget in conjunction with all participating members of the emergency program.
- Maintain EOC office building through contracted services.
- Management and administration of Comox Valley emergency essential services program.
- Other responsibilities as required.

Deputy coordinator duties and responsibilities

- Assist the CVEP coordinator with the emergency preparedness, response and recovery plans prepared by the local authorities and other emergency services and supporting agencies (e.g., emergency services, search and rescue and communication).
- Assist with the writing of plans, formulate and conduct exercises and training programs as required to keep the local emergency program in a state of readiness.
- Assist with the development of emergency management training.
- Assist in the establishment of community response and recovery activities and operations.
- Act as the CVEP coordinator in their absence.

## COMOX VALLEY EMERGENCY PROGRAM ADMINISTRATION SERVICE AGREEMENT

THIS AGREEMENT MADE THIS 29 DAY OF May, 2012.

BETWEEN:

**COMOX VALLEY REGIONAL DISTRICT**

600 Comox Road  
Courtenay, BC V9N 3P6

(the "CVRD")

AND:

**TOWN OF COMOX**

1809 Beaufort Avenue  
Comox, BC V9M 1R9

(the "Municipality")

WHEREAS:

- A. The CVRD, together with the City of Courtenay, the Town of Comox and the Village of Cumberland, have prepared, developed and implemented the Comox Valley Emergency Plan as a local emergency plan under the *Emergency Program Act* (the "Plan"), and;
- B. The Plan is the most important component of the Comox Valley Emergency Program (the "Program") and;
- C. The CVRD has established a service within electoral areas A (Baynes Sound – Denman/Hornby Islands), B (Lazo North) and C (Puntledge – Black Creek) to provide for the preparation for emergencies, by adoption of Bylaw No. 1341 being "Electoral Areas A, B, and C Emergency Program Extended Service Establishment Bylaw, 1991"
- D. The CVRD agrees to provide administration services for the Program to the Town of Comox and;
- E. The CVRD has the power to enter into this agreement pursuant to section 176(1)(b) of the *Local Government Act* and the Municipality has the power to enter into this agreement pursuant to section 8(2) of the *Community Charter*.

NOW THEREFORE in consideration of the premises and of the mutual promises contained in this agreement, the parties covenant and agree as follows:

**1. DEFINITIONS**

1.1. In this Agreement,

"**Administrative Committee**" as defined in the Plan as the chief administrative officers of the four participating local governments, being the Village of Cumberland, Town of Comox, City of Courtenay and the Comox Valley Regional District

"**EPA**" means the *Emergency Program Act* for British Columbia.

"**Emergency**" means emergency as defined in the *Emergency Program Act*.

"**CVRD committee of the whole**" means "Executive Committee" as defined in the Plan.

“**Participating Areas**” means the City of Courtenay, the Town of Comox, the Village of Cumberland and electoral areas A \_\_\_\_\_, B \_\_\_\_\_, and C \_\_\_\_\_ of the CVRD.

“**Plan**” means the Comox Valley emergency plan.

“**CVEP Planning Committee**” means “CVEP Planning Committee” as defined in the Plan

“**Program**” means a program of preparation for and response to and, where applicable, recovery from an Emergency or Disaster within the Program area.

## 2. PROGRAM

- 2.1. The CVRD is responsible for the administration of the Program including contract administration, grant administration, financial services and legislative services.
- 2.2. The Program shall be approved and amended from time to time by the Administrative Committee.

## 3. TERM

- 3.1. This Agreement shall be in effect for a term of five (5) years, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ (the "Term").

## 4. FEE FOR SERVICE

- 4.1. Eligible costs incurred by the CVRD in administering, maintaining and operating the Program are listed in Appendix A.
- 4.2. Total eligible costs are determined each year as part of the CVRD financial planning process and will be on a fee for service agreement basis with each of the municipal jurisdictions.
- 4.3. The CVRD will invoice the Municipality for the annual fee for service which shall be due and payable before July 15 of each year.

## 5. COST SHARING

- 5.1. Cost sharing among the Participating Areas shall be on the basis of converted values for hospital purposes at the completed roll.

## 6. COMMITTEES

- 6.1. The Program shall be administered by the following committees: the administrative, CVRD committee of the whole and CVEP Planning Committees, and any other sub-committees considered necessary by the parties. The membership and terms of reference of the committees and any sub-committees shall be determined in accordance with the Plan.

## 7. COORDINATOR

- 7.1. The CVRD is responsible for contracting the services of an emergency coordinator and deputy coordinator for the purpose of regional program requirements.
- 7.2. The duties and responsibilities will be identified in the scope of work attached to an agreement for each of the coordinator and deputy coordinator and will be set out in Appendix B.

## 8. POWERS

- 8.1. The Municipality and the Regional District may declare a state of local emergency will be in accordance with the EPA and/or the Plan.
- 8.2. A party may activate the Plan as determined by each party.

## 9. INDEMNITY

- 9.1. A Requesting party shall indemnify and save harmless a Providing party from any claim, loss, cost, expense, damage or injury to persons (including death) or property arising from or attributable to the performance by the Providing party or its employees, agents or volunteers of anything under this Agreement unless acts were done or omitted to be done in a grossly negligent, malicious or willful manner.

## 10. INSURANCE

- 10.1. Each party shall take out and maintain a minimum of five million (\$5,000,000) comprehensive general liability insurance policy in good standing during each year of the Term of the Agreement in the amount of not less than five million (\$5,000,000.00) dollars per occurrence for bodily injury (including death), personal injury and property damage.
- 10.2. The policy of insurance under section 10.1 shall include but not be limited to the following coverage:
  - a) all premises and operations necessary or incidental to the performance of this Agreement;
  - b) products and completed operations;
  - c) “broad form” property damage;
  - d) cross liability.
- 10.3. Each party shall procure and maintain at its own cost during the entire term of this Agreement automobile insurance for owned and/or leased vehicles as required by the laws of British Columbia and as required under any motor vehicle lease agreement. The minimum limit of third party liability shall be two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, or death of another, or loss or damage to property of another.
- 10.4. The (insert municipality name) and the CVRD shall procure and maintain at their own cost during the entire term of this Agreement automobile insurance for owned and/or leased vehicles as required by the laws of British Columbia and as required under any motor vehicle lease agreement. The minimum limit of third party liability shall be two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, or death of another, or loss or damage to property of another.

## 11. TERMINATION

- 11.1. The Town of Comox and the CVRD reserve the right to terminate this Agreement for any reason by providing notice, in writing, to the other, no less than twelve (12) months prior to the proposed cancellation.

**12. DISPUTE RESOLUTION**

- 12.1. If a dispute relating to this Agreement should arise, and the parties cannot settle the dispute through negotiation, then the parties must attempt in good faith to resolve the dispute through mediation before resorting to binding arbitration or litigation. If the matter does proceed to arbitration, arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia).
- 12.2. If any dispute is referred to mediation or to an arbitrator appointed under the *Commercial Arbitration Act*, the costs of the arbitration shall be borne equally by the CVRD and the Municipality but each party shall be responsible for its own costs.

**13. TIME**

- 13.1. Time is to be the essence of this Agreement.

**14. BINDING EFFECT**

- 14.1. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

**15. WAIVER**

- 15.1. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

**16. HEADINGS**

- 16.1. The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

**17. LANGUAGE**

- 17.1. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

**18. CUMULATIVE REMEDIES**

- 18.1. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

**19. LAW APPLICABLE**

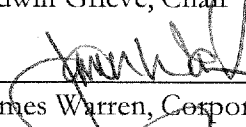
- 19.1. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

The terms of this Agreement are hereby agreed to, as at the date first above written.

**COMOX VALLEY REGIONAL DISTRICT**

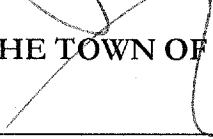


Edwin Grieve, Chair




James Warren, Corporate Legislative Officer

**THE TOWN OF COMOX**



Name and title

Paul Woz, Mayor



Name and Title

Richard Konigan, CAD

## APPENDIX A

### Eligible Costs

- support services: support services include the program's share (allocation) of general administration costs as calculated each budget year using a board approved "Support Services and Other Cost Allocations" policy. Support services include all costs relating to corporate service activities, i.e. management; corporate administration and legislative services; finance; corporate office space; human resources; information systems and fiscal services.
- operational grant for emergency social services
- permits/licenses
- miscellaneous, office expenses and postage
- telephone and alarm lines
- training/development and conferences – for coordinator/deputy coordinator and related local training needs funded through grants
- travel – for coordinator/deputy coordinator
- advertising
- dues and memberships
- liability insurance
- property insurance for leased facilities, contents and mobile command post equipment
- legal fees
- professional fees for coordinator and deputy coordinator
- building repairs/maintenance
- heating, hydro
- building rental/lease
- equipment repairs/maintenance
- vehicle licence and insurance
- vehicle repairs/maintenance
- minor capital
- reserve contribution
- capital

### Eligible Costs specific to a municipality

- Each municipality may determine they wish to receive additional services not specifically provided. Additional services would be specifically listed and accounted for on a municipal by municipal basis.

### In-eligible Costs

- Are those costs that are specific to the CVRD emergency planning needs and shall be identified separately using a specific project code. Specific CVRD emergency planning needs may include business continuity planning, emergency planning specific to the electoral areas, etc.





**Budget Departmental by Class**

From Category : 270 To Category : 270  
 Account Code : 0?-?-???-??? To : 0?-?-???-???

Account Code	Account Description	2015 Actual Value	2015 Budget Value	2016 Proposed Budget	2017 Financial Plan	2018 Financial Plan	2019 Financial Plan	2020 Financial Plan
<b>1 --&gt; GENERAL REVENUE FUND - CVRD</b>								
<b>270 --&gt; COMOX VALLEY EMERGENCY PROGRAM</b>								
01-1-270-019	REQN ELECT/SPEC PROV GOVT	55,732	55,732	60,953	70,547	73,185	74,146	74,904
01-1-270-025	SALE SVCS LOCAL GOVT	82,905	82,905	89,569	103,666	107,545	108,955	110,069
01-1-270-128	OTHER REVENUE	3,347	7,335	7,932	8,041	8,140	8,241	8,241
01-1-270-133	RECOVERIES - OTHER	14	0	0	0	0	0	0
01-1-270-150	SURPLUS PRIOR YEAR	10,482	10,481	16,000	0	0	0	0
<b>COMOX VALLEY EMERGENCY PROGRAM Total</b>		<b>152,480</b>	<b>156,453</b>	<b>174,454</b>	<b>182,254</b>	<b>188,870</b>	<b>191,342</b>	<b>193,214</b>
<b>OPERATING REVENUE Total</b>		<b>152,480</b>	<b>156,453</b>	<b>174,454</b>	<b>182,254</b>	<b>188,870</b>	<b>191,342</b>	<b>193,214</b>
<b>270 --&gt; COMOX VALLEY EMERGENCY PROGRAM</b>								
01-2-270-200	SUPPORT SERVICES	2,567	2,567	3,128	3,191	3,253	3,316	3,378
01-2-270-210	GRANT OPERATIONAL	6,050	6,261	6,197	6,194	6,190	6,186	6,186
01-2-270-220	SALARIES & WAGES	0	0	40,905	59,085	63,630	64,903	66,201
01-2-270-225	BENEFITS	0	0	9,817	14,180	15,271	15,577	15,888
01-2-270-238	WCB	0	0	863	1,272	1,397	1,425	1,453
01-2-270-275	PERMITS/LICENSES	1,273	1,000	1,350	1,350	1,350	1,350	1,350
01-2-270-281	MATERIALS & SUPPLIES	152	500	500	500	500	500	500
01-2-270-284	MEETING EXPENSE	8	0	0	0	0	0	0
01-2-270-293	OFFICE EXPENSES	3,867	3,000	3,000	3,000	3,000	3,000	3,000
01-2-270-296	POSTAGE	0	75	75	75	75	75	75
01-2-270-314	TELEPHONE & ALARM LINES	5,224	5,760	7,875	8,032	8,191	8,348	8,504
01-2-270-319	TRAINING/DEVELOPMENT & CONFERENCES	1,616	4,000	4,000	4,000	4,000	4,000	4,000
01-2-270-320	TRAVEL	3,372	2,000	2,500	2,500	2,500	2,500	2,500
01-2-270-335	ADVERTISING	812	1,000	1,000	1,000	1,000	1,000	1,000
01-2-270-340	DUES AND MEMBERSHIPS	172	50	50	50	50	50	50
01-2-270-369	INSURANCE LIABILITY	176	177	177	181	185	187	192
01-2-270-372	INSURANCE PROPERTY	147	162	162	165	169	171	175
01-2-270-381	LEGAL FEES	0	1,000	1,000	1,000	1,000	1,000	1,000
01-2-270-385	GIS SERVICES	65	4,800	2,000	2,000	2,000	2,000	2,000
01-2-270-387	OTHER PROF FEES	57,097	74,800	46,015	30,000	30,000	30,000	30,000
01-2-270-400	CONTRACTED SVCS BLDG/LAND MTCE	993	2,000	2,000	2,000	2,000	2,000	2,000
01-2-270-403	BLDG REPAIRS & MTCE	200	2,500	2,000	2,000	2,000	2,000	2,000
01-2-270-406	HEATING	1,664	3,500	3,500	3,500	3,500	3,500	3,500
01-2-270-409	HYDRO	2,190	4,200	4,368	4,521	4,656	4,796	4,796
01-2-270-410	CARBON OFFSET	212	212	79	79	79	79	79
01-2-270-421	RENTAL/LEASE - BUILDINGS	23,004	23,463	23,933	24,412	24,900	25,398	25,398
01-2-270-447	REPAIRS/MTCE MACH/EQUIP	413	1,000	500	500	500	500	500
01-2-270-461	INSURANCE/LICENCE VEHICLE	324	325	360	367	374	382	389
01-2-270-464	REPAIRS & MTCE VEHICLE	0	100	100	100	100	100	100

Budget Departmental by Class



From Category : 270 To Category : 270  
 Account Code : 0?-?-???-??? To : 0?-?-???-???

Account Code	Account Description	2015 Actual Value	2015 Budget Value	2016 Proposed Budget	2017 Financial Plan	2018 Financial Plan	2019 Financial Plan	2020 Financial Plan
01-2-270-468	MINOR CAPITAL	4,805	7,000	2,000	2,000	2,000	2,000	2,000
01-2-270-489	RESERVE CONTR OTHER	0	5,000	5,000	5,000	5,000	5,000	5,000
<b>COMOX VALLEY EMERGENCY PROGRAM Total</b>		116,403	156,453	174,454	182,254	188,870	191,342	193,214
<b>OPERATING EXPENSES Total</b>		116,403	156,453	174,454	182,254	188,870	191,342	193,214
<b>OPERATING Surplus/(Deficit)</b>		36,077	0	0	0	0	0	0
<b>270 --&gt; COMOX VALLEY EMERGENCY PROGRAM</b>								
01-5-270-145	TRANSFER FR RESERVE	0	55,000	55,000	0	0	0	0
<b>COMOX VALLEY EMERGENCY PROGRAM Total</b>		0	55,000	55,000	0	0	0	0
<b>CAPITAL REVENUE SOURCES Total</b>		0	55,000	55,000	0	0	0	0
<b>270 --&gt; COMOX VALLEY EMERGENCY PROGRAM</b>								
01-6-270-475	MACHINERY & EQUIPMENT	20,655	55,000	55,000	0	0	0	0
<b>COMOX VALLEY EMERGENCY PROGRAM Total</b>		20,655	55,000	55,000	0	0	0	0
<b>CAPITAL EXPENDITURES Total</b>		20,655	55,000	55,000	0	0	0	0
<b>CAPITAL Surplus/(Deficit)</b>		(20,655)	0	0	0	0	0	0
<b>GENERAL REVENUE FUND - CVRD Total</b>		15,422	0	0	0	0	0	0
<b>Report Total --&gt;</b>		<b>15,422</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**AMENDMENT#1 OF CONTRACT**

**THIS AGREEMENT** dated the \_\_\_\_ day of \_\_\_\_\_, 2016.

**BETWEEN:**

**COMOX VALLEY REGIONAL DISTRICT**

600 Comox Road  
Courtenay, BC V9N 3P6

(the "CVRD")  
OF THE FIRST PART

**AND:**

**CITY OF COURTENAY**

830 Cliffe Avenue  
Courtenay, BC V9N 2J7

(the "Municipality")  
OF THE SECOND PART

**WHEREAS:**

- A. Under a contract agreement between the parties dated the \_\_\_\_\_(the "Contract"), the parties agreed to the terms and conditions specified therein.
- B. The parties have agreed to amend the Contract on the terms and conditions set out in this agreement (the "amendment agreement").

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this amendment agreement and in consideration of the sum of \$10.00 now paid by each of the parties to the other the receipt and sufficiency of which is acknowledged, the parties agree to amend the Contract as follows:

**1. Amendment of 3.0 Term**

Section 3.0 of the Contract is amended as follows:

“3.1 This Agreement shall be in effect for a term of five years, commencing on June 1, 2012 and ending on May 31, 2017 (the "Term").”

**2. Amendment of Section 7.0**

Section 7.1 of the Contract is amended by deleting:

“7.1. The CVRD is responsible for contracting the services of an emergency coordinator and deputy coordinator for the purpose of regional program requirements.”

and substituting:

“7.1. The CVRD is responsible for providing the services of an emergency coordinator and deputy coordinator for the purpose of regional program requirements.”

Section 7.2 of the Contract is amended by deleting:

“7.2. The duties and responsibilities will be identified in the scope of work attached to an agreement for each of the coordinator and deputy coordinator and will be set out in Appendix B.”

and substituting:

“7.2. The duties and responsibilities will be identified in the scope of work for each of the coordinator and deputy coordinator as set out in Appendix B.”

**3. Amendment of Appendix B**

Appendix B of the Contract executed \_\_\_\_\_ is hereby deleted and substituted with the attached Appendix B – Coordinator and Deputy Coordinator Duties and Responsibilities.

**4. Ratification**

Except as expressly amended by this amendment agreement, the parties ratify and confirm the Contract. The Contract and this amendment agreement shall be read and construed as one document.

**5. Time**

Time shall remain of the essence of the Contract and of this amendment agreement.

The parties have executed this amendment agreement with effect as of the date and year first above written.

**COMOX VALLEY REGIONAL DISTRICT**

\_\_\_\_\_  
Bruce Jolliffe  
Chair

\_\_\_\_\_  
James Warren,  
General Manager of Corporate Services Branch

**CITY OF COURTENAY**

\_\_\_\_\_  
Larry Jangula  
Mayor

\_\_\_\_\_  
David Allen  
Chief Administrative Officer

## Appendix B – Coordinator and Deputy Coordinator duties and responsibilities

### Coordinator duties and responsibilities

- Management and responsibility for the emergency program including delivery and implementation of program material and the provision of information to all participating jurisdictions.
- Carry out the duties as required to coordinate the emergency preparedness, response and recovery plans prepared by the local authorities and other emergency services and supporting agencies (e.g., emergency support services, search and rescue and communication).
- Represents the CVRD, City of Courtenay, Town of Comox and Village of Cumberland with regard to outreach and coordination with Emergency Management BC and Wildfire Branch of Forests, Lands and Natural Resource Operations and other agencies as directed or required.
- Responsible for monthly multi-agency operations planning meetings including agenda, chairing of meeting, reviewing of minutes and reports, emergency plans as required.
- Responsible for administrative Emergency Support Service tasks in order to ensure timely reporting to EMBC and other agencies as required.
- Supervises and manages the provision of deputy coordinator services including but not limited to coverage during the emergency coordinator's absence and provides direction to the deputy coordinator in their duties.
- Supervises work of staff including training and guidance in performance of duties, conducts performance evaluations, resolves staff issues as they arise and participates in hiring, promotion, discipline, grievance resolution, demotion and termination of decisions. Promotes employee development through counselling, coaching and support with career development.
- Plan, formulate and conduct exercises and training programs with participating staff as required to keep the local emergency program in a state of readiness.
- Develop training plans, coordinates participating local government staff training and maintains local government staff training databases to ensure ongoing management capacity in the event of an emergency.
- Assist in the preparation, application and administration of emergency program grants.
- Assist in the establishment of community response and recovery activities and operations.
- Ensure an emergency contact communication device and phone number is available for 24 hour / day call out.
- Must be able to establish operational readiness and requirements and for the regional emergency operations centre (situated at 600 Moray Avenue in Courtenay) within one hour of call out.
- Provision of long-term planning and program development for the emergency program.
- Act as liaison officer or other assigned duties in an activated EOC.
- Develop and administer yearly work plan and budget in conjunction with all participating members of the emergency program.
- Maintain EOC office building through contracted services.
- Management and administration of Comox Valley emergency essential services program.
- Other responsibilities as required.

Deputy coordinator duties and responsibilities

- Assist the CVEP coordinator with the emergency preparedness, response and recovery plans prepared by the local authorities and other emergency services and supporting agencies (e.g., emergency services, search and rescue and communication).
- Assist with the writing of plans, formulate and conduct exercises and training programs as required to keep the local emergency program in a state of readiness.
- Assist with the development of emergency management training.
- Assist in the establishment of community response and recovery activities and operations.
- Act as the CVEP coordinator in their absence.

**2016 AVICC RESOLUTION  
FEBRUARY 9, 2016**

WHEREAS the Comox Valley is served by an Integrated Detachment of the RCMP and all the jurisdictions in the Comox Valley receive the same level of service from the RCMP regardless of financial commitment or funding contribution;

AND WHEREAS the City of Courtenay funds the greatest number of RCMP members in the Comox Valley and pays significantly higher police costs per capita and the RCMP have advised the City of Courtenay that a General Duty Staffing Analysis Committee review is to be conducted for the Comox Valley RCMP Detachment;

AND WHEREAS the responsibility of the RCMP funding model for British Columbia rests with the Provincial Government;

THEREFORE BE IT RESOLVED that the Provincial Government be requested to develop an equitable funding program for all B.C. municipalities and regional districts including those served by integrated detachments.

## BACKGROUNDER

### ISSUE:

The City of Courtenay, Town of Comox, Village of Cumberland and the rural areas of the Comox Valley are provided with policing services by the Comox Valley RCMP Detachment. While all participating communities receive the same level of policing response and service from the local detachment, there is an inequity in the cost of policing to each jurisdiction.

### BACKGROUND:

All funding partners receive the same level of service from the Comox Valley RCMP Detachment, yet Courtenay carries an unfair share of the financial cost of the detachment operations in comparison to the costs shares provided by Town of Comox and the Province. This financial inequity, for the most part, results from the inadequate provision of funded members by Comox as well as by the Province for the rural areas and Village of Cumberland.

### KEY CONSIDERATIONS:

1. **What are the 2015 member resources and contract cost formula for each of the funding partners?**

TABLE 1: Comox Valley RCMP Detachment – Funding Partner Statistics

	Population	Contract Formula	Members Funded	Members per Capita
Courtenay, City of	25,054	Pop: >15,000 Pay: 90% of Contract	30.4	824
Comox, Town of	14,001	Pop: 5,000 to 15,000 Pay: 70% of Contract	11.6	1,207
Province Rural (includes Cumberland)	26,231	Province pays the RCMP 100% of their contract cost, however rural properties and Village of Cumberland are taxed at approximately 50% of the actual cost of policing in those areas. [Source: June 2003 Police Financing in BC Discussion Paper]	19.0	1,381



**2. What is the 2015 cost per capita for each of the funding partners?**

TABLE 2: Comox Valley RCMP Detachment – Contract Costs for Funding Partners

	Population	2015 Budgeted Contract Cost	Cost per Capita
Courtenay, City of	25,054	\$4,562,533	\$182
Comox, Town of	14,001	\$1,363,720	\$97
Province Rural (includes Cumberland)	26,231	unknown	

**3. What Increase in Member Strength has been provided by each of the funding partners since 2008?**

TABLE 3: Comox Valley RCMP Detachment – RCMP member additions 2008-2018

	Number of members added 2008-2015	Forecasted Increases 2016-2019
Courtenay, City of	4	2
Comox, Town of	1	0
Province Rural (includes Cumberland)	0	0

**The issue:**

The Comox Valley RCMP Detachment provides the same level of service and response to the City of Courtenay, the Town of Comox, the Village of Cumberland, and the surrounding Provincial rural areas. However, the cost to the City of Courtenay taxpayers for policing services far exceeds the cost to residents of the Town of Comox or the surrounding areas.

Courtenay acknowledges that the municipal contract cost formula is prescribed under the 2012-2032 Municipal Policing Unit Agreement. However, the cost inequity which currently exists at our local level has been created by the lack of commitment from the Town of Comox and the Province in providing for increases to their authorized member strength.

The Town of Comox last approved an increase in 2008 to its authorized member strength and, according to their 2015-2019 Financial Plan, have planned for zero additions over the next four years. The Province last provided an increase in 2005 to its authorized member strength, and it is not known if an increase is planned over the next four years.

The lack of resource commitment in terms of the number of RCMP members funded by both the Town of Comox and the Province has become a significant source frustration for Courtenay Council, and if continued, will only increasingly compound the cost inequity between the funding participants.

Comox and the Province may advise that crime statistics do not support the addition of additional officers for their jurisdictions. However, Courtenay points out that crime statistics are not completely accurate in their representation of who should be responsible. Crime incidents are recorded as a statistic in the community where they occur, and do not capture where the criminal resides. Courtenay is the commercial hub in the Comox Valley, and criminal incidents recorded as a Courtenay statistic are often perpetrated by offenders who live outside of the City.

Additionally, crime statistics do not capture all of the work performed by the police and are not a true reflection of police effort in each jurisdiction. For example, additional resources such as bike patrol and school liaison officers work in a preventative capacity, and the use of their time is not captured in the profile statistics reported for each community.

The City of Courtenay is seeking resolution to what we consider to be a financial imbalance in this situation.

END OF DOCUMENT

**THE CORPORATION OF THE CITY OF COURTENAY**

**BYLAW NO. 2836**

**A bylaw to amend Zoning Bylaw No. 2500, 2007**

The Council of the Corporation of the City of Courtenay in open meeting assembled enacts as follows:

1. This bylaw may be cited for all purposes as **“Zoning Amendment Bylaw No. 2836, 2016”**.

2. That “Zoning Bylaw No. 2500, 2007” be hereby amended as follows:

(a) Amending Section 8.24.1 by adding “(30) notwithstanding any provision of this bylaw, a Tattoo Studio is a *permitted use* of Lot 2, District lot 127, Comox District, Plan VIP53974 (911 McPhee Avenue)”;

3. This bylaw shall come into effect upon final adoption hereof.

Read a first time this 18<sup>th</sup> day of January, 2016

Read a second time this 18<sup>th</sup> day of January, 2016

Considered at a Public Hearing this 1<sup>st</sup> day of February, 2016

Read a third time this                                    day of                                   , 2016

Finally passed and adopted this                                    day of                                   , 2016

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Director of Legislative Services



**THE CORPORATION OF THE CITY OF COURTENAY**

**SUSSEX ROAD CLOSURE BYLAW NO. 2834, 2016**

WHEREAS, pursuant to Section 40 of the *Community Charter*, Council may, by bylaw, close a portion of a highway to traffic and remove the dedication of the highway, if prior to adopting the bylaw, Council publishes notices of its intention in a newspaper and provides an opportunity for persons who consider they are affected by the bylaw to make representations to Council;

AND WHEREAS the Council of the City of Courtenay deems it expedient to close to traffic and remove the dedication of highway of that portion of highway comprising of 4.1 square metres in size legally described as Part of Block 72, dedicated as road at the Victoria Land Title Office by Plan VIP76772, Comox District, outlined in bold black on the draft Reference Plan EPP55242 prepared by Bruce V. Lewis, B.C.L.S. #705 on the 8<sup>th</sup> day of January, 2016 a reduced copy of which is attached hereto as Schedule “A”;

AND WHEREAS notices of Council’s intention to close this portion of highway to traffic, to remove its dedication as highway, and to dispose of it were published in a newspaper and posted in the public notice posting place, and Council has provided an opportunity for persons who consider they are affected by the closure and disposition to make representations to Council;

AND WHEREAS the Council does not consider that the closure of that portion of highway will affect the transmission or distribution facilities or works of utility operators;

NOW THEREFORE the Council of the City of Courtenay in open meeting assembled, enacts as follows:

1. That portion of highway comprising of 4.1 square metres in size legally described as Part of Block 72, dedicated as road at the Victoria Land Title Office by Plan VIP76772, Comox District, outlined in bold black on the draft Reference Plan EPP55242 prepared by Bruce V. Lewis, B.C.L.S. #705 on the 8<sup>th</sup> day of January, 2016 a reduced copy of which is attached hereto as Schedule “A” (the Closed Road), is closed to all types of traffic, and its dedication as highway is removed.
2. On deposit of the reference plan attached hereto as Schedule “A” and all other documentation for the closure of the Closed Road in the Victoria Land Title Office, the Closed Road is closed to traffic, it shall cease to be public highway, and its dedication as highway is cancelled.
3. The Mayor and Director of Legislative Services are authorized to execute and deliver such transfers, deeds of land, plans and other documentation as may be necessary for the purposes aforesaid.
4. This Bylaw may be cited as “**Sussex Road Closure Bylaw No. 2834, 2016**”.

Read a first time this 18<sup>th</sup> day of January, 2016

Read a second time this 18<sup>th</sup> day of January, 2016

Read a third time this 18<sup>th</sup> day of January, 2016

Published in two editions of the Comox Valley Record on the 26<sup>th</sup> day of February, 2016 and on the 2<sup>nd</sup> day of February, 2016

Finally passed and adopted this      day of      , 2016

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Mayor

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Director of Legislative Services