

ANIMAL CONTROL SERVICE PROVIDER AGREEMENT

THIS AGREEMENT made as at the _____ day of _____ 2018.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, British Columbia V9T 6N2

(hereinafter called the "RDN")

OF THE FIRST PART

AND:

DISTRICT OF LANTZVILLE

Lantzville Road
Lantzville, British Columbia V0R 2H0

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS:

- A. The RDN, pursuant to sections 263 and 334 of the *Local Government Act*, RSBC 2015, may enter into an Agreement with a Municipality to provide to the Municipality a service that is a work or service within the powers of the Municipality; and
- B. The parties wish to renew and update a previous agreement dated _____ under which the RDN administers the regulatory bylaws listed in Schedule 'A' to this Agreement (the "Bylaws") within and on behalf of Lantzville (the "Services").

NOW THEREFORE the parties hereto in consideration of the performance of the covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, covenant and agree with the other as follows:

1. Term

This Agreement is for a term commencing on the 1st day of January 2019 and terminating the 31st day of December 2019.

2. Renewal

Lantzville shall notify RDN in writing on or before the 31st day of October 2019 if it wishes to renew this Agreement for a further period and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by RDN to all of the terms and conditions of the renewal.

3. Termination

If Lantzville does not give notice to RDN of renewal pursuant to section 2 of this Agreement the services provided under it shall terminate on December 31st, 2019.

4. RDN Obligations

The RDN shall:

- (a) provide all Services from its offices at 6300 Hammond Bay Road, Nanaimo;
- (b) administer and enforce the Bylaws shown on Schedule 'A' attached, and shall exercise the powers contained within the Bylaws for and on behalf of Lantzville;
- (c) administer any animal control agreement or service contract related to animal control services;
- (d) provide all Services to Lantzville in a competent, careful and professional manner; and
- (e) designate the General Manager, Strategic and Community Development, subject to direction by RDN Board, as the primary contact with the Lantzville, with respect to the Services.

5. Lantzville Obligations

Lantzville shall:

- (a) pay to the RDN in consideration of the performance by RDN of the Services, the pro rata share of the cost of the service based on the converted assessments as shared among Regional District of Nanaimo Electoral Areas 'A', 'B', 'C' and the District of Lantzville;
- (b) pay to the RDN the specified amount calculated under clause (a) at the same time as it remits the Regional District's annual requisition;
- (c) where Lantzville Council passes a resolution authorizing that legal action be commenced, Lantzville shall retain legal counsel to undertake the work to a standard set out in the resolution and the RDN will give support to the action by conducting investigations, providing evidence and reviewing documents as required by legal counsel for Lantzville;
- (d) pay to the RDN any costs incurred by the RDN as result of direction given by legal counsel for Lantzville, including costs for appearances and expenses, or incidental costs related to the gathering of evidence or to defend the actions of the RDN, and
- (e) appoint those persons designated by the RDN to enforce the Bylaws as authorized officers.

6. Indemnity

Lantzville shall release, discharge, indemnify, and save harmless the RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:

- (a) the provision of the Services by the RDN; and,
- (b) failure by Lantzville to enforce the provisions of the Bylaws or any one of them.

7. Insurance

Lantzville agrees to obtain commercial general liability insurance coverage from the Municipal Insurance Association of British Columbia (MIABC) naming the RDN as an Additional Named Insured entitled to full coverage in the amount of \$5,000,000 with respect to third party liability claims arising from the provision of the agreed service. The RDN agrees to carry its own statutory worker's compensation insurance and automobile liability insurance, if appropriate. If both Lantzville and the RDN have claims to be indemnified under any insurance required by this Agreement, the indemnity first shall be applied to the settlement of the claim of the RDN and the balance, if any, to the settlement of the claim of Lantzville.

8. Limits on Liability

Lantzville and the RDN acknowledge and agree that:

- (a) the RDN is liable only for Services rendered by the RDN in a negligent manner or for advice negligently given; and,
- (b) Lantzville is liable only for failure to enforce any of the Bylaws or for matters arising out of the amendment of any of the Bylaws or the enactment of any replacement Bylaw for which Services are provided by the RDN.

9. Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year first above written.

On behalf of)
REGIONAL DISTRICT OF NANAIMO)
)
)
_____)
Chair)
)
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_____)
Corporate Officer	

On behalf of)
DISTRICT OF LANTZVILLE)
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_____)
Mayor)
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_____)
Corporate Officer	

SCHEDULE 'A'

Bylaw No.	Date of Adoption	Citation
1066	March 11, 1997	Animal Control Regulatory Bylaw No. 1066, 1996
1418	May 24, 2005	RDN Bylaw Enforcement Ticket Regulation Bylaw No. 1418, 2005
100	February 25, 2013	District of Lantzville Municipal Ticket Information Bylaw No. 100, 2012

BUILDING INSPECTION SERVICE PROVIDER AGREEMENT

THIS AGREEMENT made as at the _____ day of _____ 2018.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, British Columbia V9T 6N2

(hereinafter called the "RDN")

OF THE FIRST PART

AND:

DISTRICT OF LANTZVILLE
7192 Lantzville Road
Lantzville, British Columbia V0R 2H0

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS:

- A. The RDN, pursuant to sections 263 and 334 of the *Local Government Act*, RSBC 2015, may enter into an Agreement with a Municipality to provide to the Municipality a service that is a work or service within the powers of the Municipality; and
- B. The parties wish to renew and update a previous agreement dated _____ under which the RDN administers the regulatory bylaws listed in Schedule 'A' to this Agreement (the "Bylaws") within and on behalf of Lantzville (the "Services").

NOW THEREFORE the parties hereto in consideration of the performance of the covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, covenant and agree with the other as follows:

1. Term

This Agreement is for a term commencing on the 1st day of January 2019 and terminating the 31st day of December 2019.

2. Renewal

Lantzville shall notify RDN in writing on or before the 31st day of October 2019 if it wishes to renew this Agreement for a further period and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by RDN to all of the terms and conditions of the renewal.

3. Termination

If Lantzville does not give notice to the RDN of renewal pursuant to section 2 of this Agreement then the services provided under it shall terminate on December 31st, 2019. On termination of this

Agreement, RDN shall turn over responsibility for the completion of all active building permit files ("Active Permits") to Lantzville on the following terms and conditions:

- (a) Lantzville shall cause its Building Inspector to review all applications in respect of active permits to confirm that the plans comply with the Building Code and shall not rely upon the issuance of a building permit by the RDN as representation of such compliance;
- (b) the RDN shall deliver to Lantzville 40% of the permit fee where the permit has been issued but no inspections have yet been carried out; and
- (c) the RDN shall deliver to Lantzville 20% of the permit fee where framing inspections have been completed; and
- (d) Lantzville shall release and save harmless the RDN, its agents and employees from and against any claims, causes of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of any claim in relation to any Active Permit.

4. RDN Obligations

The RDN shall:

- (a) provide all Services from its offices at 6300 Hammond Bay Road, Nanaimo;
- (b) administer and enforce the Bylaws as shown on Schedule 'A' attached, and shall exercise the powers contained within the Bylaws for and on behalf of Lantzville;
- (c) provide all Services to Lantzville in a competent, careful and professional manner equivalent to the standard of Services provided by the RDN within the Electoral Areas; and
- (d) designate the General Manager, Strategic and Community Development, subject to direction by the RDN Board, as the primary contact with the District of Lantzville, with respect to the Services.

5. Lantzville Obligations

Lantzville shall:

- (a) pay to the RDN in consideration of the performance by the RDN of the Services, the cost of the Services in an amount calculated by multiplying the rate per thousand payable by the Electoral Areas for Building Policy and Advice Administration times the converted values of the District of Lantzville reported to the RDN on the BC Assessment Statutory Report RG734.
- (b) pay to the RDN the specified amount under clause (a) at the same time as it remits the Regional District's annual requisition;
- (c) where Lantzville Council passes a resolution authorizing that legal action be commenced, Lantzville shall retain legal counsel to undertake the work to a standard set out in the resolution and the RDN will give support to the action by conducting investigations, providing evidence and reviewing documents as required by legal counsel for Lantzville;
- (d) pay to the RDN any costs incurred by the RDN as result of direction given by legal counsel for Lantzville, including costs for appearances and expenses, or incidental costs related to the gathering of evidence or to defend the actions of the RDN; and
- (e) appoint those persons designated by the RDN to enforce the Bylaws as authorized officers.

6. Indemnity

Lantzville shall release, discharge, indemnify, and save harmless the RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:

- (a) the provision of the Services by the RDN;
- (b) the provision of the Services by the RDN when interpreting and administering the bylaws, and exercise the powers contained within the bylaws for and on behalf of Lantzville as it relates to Building Inspection; and
- (c) failure by Lantzville to enforce the provisions of the Bylaws or any one of them.

7. Insurance

Lantzville agrees to obtain commercial general liability insurance coverage from the Municipal Insurance Association of British Columbia (MIABC) naming the RDN as an Additional Named Insured entitled to full coverage in the amount of \$5,000,000 with respect to third party liability claims arising from the provision of the agreed service. The RDN agrees to carry its own statutory worker's compensation insurance and automobile liability insurance, if appropriate. If both Lantzville and the RDN have claims to be indemnified under any insurance required by this Agreement, the indemnity first shall be applied to the settlement of the claim of the RDN and the balance, if any, to the settlement of the claim of Lantzville.

8. Limits on Liability

Lantzville and the RDN acknowledge and agree that:

- (a) the RDN is liable only for Services rendered by the RDN in a negligent manner or for advice negligently given; and,
- (b) Lantzville is liable only for failure to enforce any of the Bylaws or for matters arising out of the amendment of any of the Bylaws or the enactment of any replacement Bylaw for which Services are provided by the RDN.

9. Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year first above written.

On behalf of)
REGIONAL DISTRICT OF NANAIMO)
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_____)
Chair)
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_____)
Corporate Officer

On behalf of)
DISTRICT OF LANTZVILLE)
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_____)
Mayor)
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_____)
Corporate Officer

SCHEDULE 'A'

Bylaw No.	Date of Adoption	Citation
1250	June 22, 2010	RDN Building Regulations Bylaw No. 1250, 2010
1595	June 22, 2010	RDN Building Regulations Fees and Charges Bylaw No. 1595, 2010
1469	March 28, 2006	RDN Floodplain Management Bylaw No. 1469, 2006
1418	May 24, 2005	RDN Bylaw Enforcement Ticket Regulation Bylaw No. 1418, 2005
100	February 25, 2013	District of Lantzville Municipal Ticket Information Bylaw No. 100, 2012

BYLAW ENFORCEMENT SERVICE PROVIDER AGREEMENT

THIS AGREEMENT made as at the ____ day of ____ 2018.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, British Columbia V9T 6N2

(hereinafter called the "RDN")

OF THE FIRST PART

AND:

DISTRICT OF LANTZVILLE
7192 Lantzville Road
Lantzville, British Columbia V0R 2H0

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS:

- A. The RDN, pursuant to sections 263 and 334 of the *Local Government Act*, RSBC 2015, may enter into an Agreement with a Municipality to provide to the Municipality a service that is a work or service within the powers of the Municipality; and
- B. The parties wish to renew and update a previous agreement dated ____ under which the RDN administers the regulatory bylaws listed in Schedule 'A' to this Agreement (the "Bylaws") within and on behalf of Lantzville (the "Services").

NOW THEREFORE the parties hereto in consideration of the performance of the covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, covenant and agree with the other as follows:

1. Term

This Agreement is for a term commencing on the 1st day of January 2019 and terminating the 31st day of December 2019.

2. Renewal

Lantzville shall notify RDN in writing on or before the 31st day of October 2019 if it wishes to renew this Agreement for a further period and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by RDN to all of the terms and conditions of the renewal.

3. Termination

If Lantzville does not give notice to the RDN of renewal pursuant to section 2 of this Agreement, the services provided under it shall terminate on December 31st, 2019.

4. RDN Obligations

The RDN shall:

- (a) provide all Services from its offices at 6300 Hammond Bay Road, Nanaimo;
- (b) administer and enforce the Bylaws shown on Schedule 'A' attached, and shall exercise the powers contained within the Bylaws for and on behalf of Lantzville;
- (c) provide all Services to Lantzville in a competent, careful and professional manner; and
- (d) designate the General Manager, Strategic and Community Development, subject to direction by the RDN Board, as the primary contact with Lantzville, with respect to the Services.

5. Lantzville Obligations

Lantzville shall:

- (a) pay to the RDN in consideration of the performance by the RDN of the Services, amounts calculated in accordance with Schedule 'B' attached;
- (b) pay to the RDN the specified amount calculated under clause (a) at the same time as it remits the Regional District's annual requisition;
- (c) where Lantzville Council passes a resolution authorizing that legal action be commenced, Lantzville shall retain legal counsel to undertake the work to a standard set out in the resolution and the RDN will give support to the action by conducting investigations, providing evidence and reviewing documents as required by legal counsel for Lantzville;
- (d) pay to the RDN any costs incurred by the RDN as result of direction given by legal counsel for Lantzville, including costs for appearances and expenses, or incidental costs related to the gathering of evidence or to defend the actions of the RDN, and
- (e) appoint those persons designated by the RDN to enforce the Bylaws as authorized officers.

6. Indemnity

Lantzville shall release, discharge, indemnify, and save harmless the RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:

- (a) the provision of the Services by the RDN; and
- (b) failure by Lantzville to enforce the provisions of the Bylaws or any one of them.

7. Insurance

Lantzville agrees to obtain commercial general liability insurance coverage from the Municipal Insurance Association of British Columbia (MIABC) naming the RDN as an Additional Named Insured entitled to full coverage in the amount of \$5,000,000 with respect to third party liability claims arising from the provision of the agreed service. The RDN agrees to carry its own statutory worker's compensation insurance and automobile liability insurance, if appropriate. If both Lantzville and the RDN have claims to be indemnified under any insurance required by this Agreement, the indemnity first shall be applied to the settlement of the claim of the RDN and the balance, if any, to the settlement of the claim of Lantzville.

8. Limits on Liability

Lantzville and the RDN acknowledge and agree that:

- (a) the RDN is liable only for Services rendered by the RDN in a negligent manner or for advice negligently given; and
- (b) Lantzville is liable only for failure to enforce any of the Bylaws or for matters arising out of the amendment of any of the Bylaws or the enactment of any replacement Bylaw for which Services are provided by the RDN.

9. Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year first above written.

On behalf of)
REGIONAL DISTRICT OF NANAIMO)
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_____)
Chair)
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_____)
Corporate Officer

On behalf of)
DISTRICT OF LANTZVILLE)
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_____)
Mayor)
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_____)
Corporate Officer

SCHEDULE 'A'

Bylaw No.	Date of Adoption	Citation
972	December 12, 1995	RDN Nuisance Control Extended Service Establishment Bylaw No. 972, 1995
1073	March 11, 1997	Unsightly Premises Regulatory Bylaw No. 1073, 1996
1265	May 14, 2002	RDN Electoral Area D Noise Control Regulatory Bylaw No. 1265, 2002
60	November 14, 2005	District of Lantzville Zoning Bylaw No. 60, 2005
28	October 25, 2004	District of Lantzville Traffic and Parking Regulations Bylaw No. 28, 2004
1418	May 24, 2005	RDN Bylaw Enforcement Ticket Regulation Bylaw No. 1418, 2005
100	February 25, 2013	District of Lantzville Municipal Ticket Information Bylaw No. 100, 2012

SCHEDULE 'B'

With respect to the Bylaws listed in Schedule 'A', the amount payable by the District of Lantzville shall be calculated as follows:

3% (3 percent) of the total budgeted cost of Bylaw Enforcement for the year.

The amount calculated above is estimated at \$_____ for 2018. The amount payable in 2019 will be the amount calculated in accordance with the formula set out above.

EMERGENCY PLANNING SERVICE PROVIDER AGREEMENT

THIS AGREEMENT made as at the ____ day of _____ 2018.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, British Columbia V9T 6N2

(hereinafter called the "RDN")

OF THE FIRST PART

AND:

DISTRICT OF LANTZVILLE

7192 Lantzville Road
Lantzville, British Columbia V0R 2H0

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS:

- A. The RDN, pursuant to sections 263 and 334 of the *Local Government Act*, RSBC 2015, may enter into an Agreement with a Municipality to provide to the Municipality a service that is a work or service within the powers of the Municipality; and
- B. The parties wish to renew and update a previous agreement dated _____ under which the RDN administers the regulatory bylaws and services outlined herein, within and on behalf of Lantzville (the "Services").

NOW THEREFORE the parties hereto in consideration of the performance of the covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, covenant and agree with the other as follows:

DEFINITIONS

In this Agreement the following words have the following meanings, unless the context otherwise requires:

"EOC" means the Emergency Operations Centre for Lantzville;

"Emergency Coordinator" means the person appointed by Lantzville Council and who is coordinating Lantzville's response to an emergency;

"Emergency Coordinator Alternates" means the back-up persons appointed to replace or support the Emergency Coordinator during an emergency response;

"Emergency Plan" means the Emergency plan for the District of Lantzville;

"EP Services" means the services to be provided as set out in Schedule 'A';

"Operational Equipment and Supplies" means those items set out in Schedule 'B'; and

"Service Fee" means the service fee calculation as set out in Section 5(a) of this Agreement.

1. Term

This agreement is for a one (1) year term commencing on the 1st day of January 2019 and terminating on the 31st day of December, 2019.

2. Renewal

Lantzville shall notify the RDN in writing on or before the 31st day of October 2019 if it wishes to renew this Agreement for a further year and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by the RDN to all of the terms and conditions of the renewal.

3. Termination

If Lantzville does not give notice to RDN of renewal pursuant to section 2 of this Agreement, the services provided under it shall terminate on the 31st day of December 2019.

4. RDN Obligations

The RDN shall:

- (a) provide EP Services to Lantzville, as outlined in Section 1 of Schedule 'A' attached;
- (b) comply with all enactments relating to the provision of the EP Services;
- (c) provide to Lantzville, upon request, copies of the financial records of the RDN relating to the provision of the EP Services;
- (d) permit Lantzville from time to time to enter the RDN's premises to inspect its records, premises, machinery, equipment, goods and chattels used in connection with the EP Services; and
- (e) designate the Manager, Emergency Services, subject to the direction by RDN Board, as the primary contact with the District of Lantzville with respect to the services.

5. Lantzville Obligations

Lantzville shall:

- (a) pay to the RDN in consideration of the performance by the RDN of the Services, the cost of the Services in an amount equivalent to the rate per thousand each Electoral Area is charged for the Service. For the purposes of this section, the Services are those established under 'Regional District of Nanaimo Emergency Measures Bylaw No. 1416, 2005' and the costs shall include staff salaries, operating costs and office overhead;
- (b) pay to the RDN the specified amount under clause (a) at the same time as it remits the Regional District's annual requisition;
- (c) provide emergency planning services as set out in section 2 of Schedule 'A' attached;

- (d) provide operational supplies and equipment as set out in Schedule 'B' attached; and
- (e) pay to the RDN any costs incurred by the RDN as a result of direction given by legal counsel for Lantzville, including costs for appearances and expenses, or incidental costs related to the gathering of evidence or to defend the actions of the RDN.

6. Indemnity

Lantzville shall release, discharge, indemnify, and save harmless the RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:

- (a) the provision of the Services by the RDN;
- (b) the interpretation, administration and exercising of the powers contained within all legislation for and on behalf of Lantzville as it relates to the provision of emergency planning services; and
- (c) failure by Lantzville to provide the support and resources as outlined in Schedules 'A' and 'B'.

7. Insurance

Lantzville agrees to obtain commercial general liability insurance coverage from the Municipal Insurance Association of British Columbia (MIABC) naming the RDN as an Additional Named Insured entitled to full coverage in the amount of \$5,000,000 with respect to third party liability claims arising from the provision of the agreed service. The RDN agrees to carry its own statutory worker's compensation insurance and automobile liability insurance, if appropriate. If both Lantzville and the RDN have claims to be indemnified under any insurance required by this Agreement, the indemnity first shall be applied to the settlement of the claim of the RDN and the balance, if any, to the settlement of the claim of Lantzville.

8. Limits on Liability

Lantzville and the RDN acknowledge and agree that:

- a) the RDN is an independent contractor entitled to use its own methods to carry out the EP Services to be provided to Lantzville; and
- b) the RDN is liable only for Services rendered by RDN in a negligent manner or for advice negligently given.

9. Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10. No Fettering

Nothing in this Agreement is intended to affect or fetter a statutory power, duty or function of Lantzville in relation to an emergency or relieve Lantzville of its responsibility to respond to an emergency or to maintain an emergency program and Emergency Coordinator.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year first above written.

On behalf of)
REGIONAL DISTRICT OF NANAIMO)
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Chair)
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Corporate Officer)

On behalf of)
DISTRICT OF LANTZVILLE)
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Mayor)
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Corporate Officer)

SCHEDULE 'A'

EMERGENCY PLANNING SERVICES

1. RDN Emergency Planning Services

- (1) The RDN will make available to Lantzville the services of its Emergency Coordinator and two Alternates who will, in consultation with Lantzville, provide emergency planning services including, without limitation:
 - (a) coordination of training;
 - (b) facilitation of general emergency planning events;
 - (c) communication and public awareness activities;
 - (d) apply for and manage various related grant programs and funding initiatives
- (2) Emergency Response Services:
 - (a) in the event of a localized emergency, the services of the RDN Emergency Coordinator or Alternate(s) to work with Lantzville staff on response and short term recovery operations, in accordance with the Lantzville Emergency Plan.
 - (b) in the event of a regional emergency, Lantzville will be represented in the Regional EOC as per the Emergency Management Agreement (Regional Operations Center Structure), and the RDN will provide emergency response as set out in the Emergency Plan and the Emergency Management Agreement.

2. Lantzville Emergency Services Responsibility

- (1) Lantzville shall be responsible for its own emergency plan and emergency or disaster response and recovery to the extent these do not form part of the EP Services.
- (2) In addition to the above, Lantzville will be responsible for the following:
 - (a) appoint the RDN Emergency Coordinator as the Emergency Coordinator for Lantzville;
 - (b) appoint a RDN Emergency Liaison Officer as Emergency Coordinator Alternates for Lantzville;
 - (c) Lantzville will provide reasonable assistance to the RDN in connection with the RDN EP Services.
 - (d) Lantzville will ensure that its staff is made available for emergency training, activation drills and exercises;
 - (e) Lantzville will ensure that its elected and appointed officials are briefed on the emergency plan and their roles and responsibilities;
 - (f) Lantzville will establish and provide administrative support for the emergency management committee;

- (g) in the event of a localized emergency, the RDN Emergency Coordinator will serve as the Lantzville Emergency Coordinator to support the response and initial recovery phases in conjunction with Lantzville staff; and
- (h) in the event of a regional Emergency, a RDN Emergency Coordinator Alternate will serve as the Lantzville Emergency Coordinator to support and coordinate the response and initial recovery phases in conjunction with Lantzville staff.

SCHEDULE 'B'

OPERATIONAL EQUIPMENT AND SUPPLIES

1. Emergency Operations Centre

Lantzville will purchase equipment and supplies necessary to maintain operational readiness, including but not limited to:

- (1) Information Display items
- (2) Stationery items
- (3) Storage containers
- (4) Emergency food rations and water
- (5) Additional land lines for the Council Chambers which serve as the EOC during an emergency

2. Emergency Reception Centre

- (1) Stationery items
- (2) Storage Containers
- (3) Information Display
- (4) Exterior signage
- (5) Volunteer identification
- (6) Volunteer ESS responder jackets
- (7) High visibility vests
- (8) Flash lights
- (9) First aid kit
- (10) Child care items
- (11) Pet care items
- (12) Display board/easel

GIS AND MAPPING SERVICE PROVIDER AGREEMENT

THIS AGREEMENT made as at the ____ day of _____ 2018.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, British Columbia V9T 6N2

(hereinafter called the "RDN")

OF THE FIRST PART

AND:

DISTRICT OF LANTZVILLE

7192 Lantzville Road
Lantzville, British Columbia V0R 2H0

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS:

- A. The RDN, pursuant to sections 263 and 334 of the *Local Government Act*, RSBC 2015, may enter into an Agreement with a Municipality to provide to the Municipality a service that is a work or service within the powers of the Municipality; and
- B. The parties wish to renew and update a previous agreement dated _____ under which the RDN administers the regulatory bylaws and services outlined herein, within and on behalf of Lantzville (the "Services").

NOW THEREFORE the parties hereto in consideration of the performance of the covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, covenant and agree with the other as follows:

1. Term

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2. Renewal

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3. Termination

If Lantzville does not give notice to the RDN of renewal pursuant to section 2 of this Agreement, the services provided under it shall terminate on December 31st, 2019.

4. RDN Obligations

The RDN shall:

- (a) provide all Geographic Information System (GIS) and mapping services from its offices at 6300 Hammond Bay Road, Nanaimo including:
 - production of plot plans and location maps;
 - production and sale of maps for the general public;
 - production and maintenance of interactive web map;
 - provision of mapping advice/information; and
 - Maintenance and revisions of Legal Cadastral Base, Official Community Plan, Zoning, ALR, and House Number maps and data,
- (b) provide a reasonable number of maps to be sold to the general public from the District of Lantzville offices;
- (c) receive and retain all monies from sales of maps, photocopies and documents for the general public;
- (d) assign house numbers, maintain records and notify, British Columbia Assessment Authority, Telus Address Control Department, Lantzville emergency services and other emergency service providers of changes and additions to house numbering records;
- (e) provide all services to Lantzville in a competent, careful and professional manner equivalent to the standard of services provided by the RDN within the Electoral Areas; and
- (f) designate the Director of Corporate Services, subject to direction by the RDN Board, as the primary contact with Lantzville, with respect to the Services.

5. Lantzville Obligations

Lantzville shall:

- (a) pay to the RDN in consideration of the performance by the RDN of the Services, amounts calculated in accordance with Schedule 'A' attached; and
- (b) pay to the RDN the specified amount calculated under clause (a) at the same time as it remits the Regional District's annual requisition.

6. Additional Services

Despite the level of service agreed to in section 4, Lantzville may request that the RDN provide additional services, subject to terms and consideration agreed to by Lantzville and the RDN, including, but not limited to, custom mapping services for special projects or production of retail maps in significant quantities.

7. Indemnity

Lantzville shall release, discharge, indemnify, and save harmless the RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:

- (a) the provision of the Services by RDN; and
- (b) failure by Lantzville to enforce the provisions of the Bylaws or any one of them.

8. Insurance

Lantzville agrees to obtain commercial general liability insurance coverage from the Municipal Insurance Association of British Columbia (MIABC) naming the RDN as an Additional Named Insured entitled to full coverage in the amount of \$5,000,000 with respect to third party liability claims arising from the provision of the agreed service. The RDN agrees to carry its own statutory worker's compensation insurance and automobile liability insurance, if appropriate. If both Lantzville and the RDN have claims to be indemnified under any insurance required by this Agreement, the indemnity first shall be applied to the settlement of the claim of the RDN and the balance, if any, to the settlement of the claim of Lantzville.

9. Limits on Liability

Lantzville and the RDN acknowledge and agree that:

- (a) the RDN is liable only for Services rendered by the RDN in a negligent manner or for advice negligently given; and
- (b) Lantzville is liable only for failure to enforce any of the Bylaws or for matters arising out of the amendment of any of the Bylaws or the enactment of any replacement Bylaw for which Services are provided by the RDN.

10. Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year first above written.

On behalf of)
REGIONAL DISTRICT OF NANAIMO)

)
)
_____)

Chair)
)

)
_____)
Corporate Officer

On behalf of)
DISTRICT OF LANTZVILLE)

)
)
_____)

Mayor)
)

)
_____)
Corporate Officer

SCHEDULE 'A'

- 1) With respect to House Numbering, the amount payable by the District of Lantzville shall be calculated as if the District were a participant in the Service.
- 2) With respect to GIS/Mapping services, the amount payable by the District of Lantzville shall be calculated by applying the residential rate per thousand calculated for the participants in the service, to the converted values of land and improvements for the District of Lantzville as shown on the BC Assessment Authority Statutory Report RG734.

The residential rate for GIS/Mapping services shall be calculated as follows:

The budgeted expenditures for the year divided by the total converted values for land and improvements of all participants in the General Administration Service (including the District of Lantzville), applied to the converted values of the District of Lantzville as reported on the BC Assessment Statutory Report RG734.