

DATE: May 8, 2018**FILE:** 0430-01**TO:** Chair and Members
Committee of the WholeSupported by James Warren Acting
Chief Administrative Officer**FROM:** James Warren
Acting Chief Administrative OfficerJ. WARREN**RE: Comox Valley Regional District and Department of National Defense – 19
Wing Comox Updated Memorandum of Understanding****Purpose**

The purpose of this report is to recommend renewal of the memorandum of understanding (MoU) between the Comox Valley Regional District (CVRD) and the Department of National Defense (DND) – 19 Wing Comox that establishes a high level structure for communicating on topics of mutual interest and commits both parties to working effectively together on such topics.

Recommendation from the Chief Administrative Officer

THAT the Comox Valley Regional District renew the memorandum of understanding (Appendix A to staff report dated May 8, 2018) with the Department of National Defense – 19 Wing Comox to maintain a high-level communication structure.

Executive Summary

A MoU between the CVRD and 19 Wing Comox can help to establish and maintain a high-level relationship and identify how communications and operations between the two entities will be most effective for both organizations. The MoU does not bind any party to future actions, rather it establishes a clear process for ongoing dialogue and discussion on important matters. Implementation of the MoU would see periodic meetings between executive level staff at each organization where a sharing of current and long term initiatives may occur as well as receiving status reports on outstanding matters.

Prepared by:

J. WARREN

James Warren
General Manager of Corporate
Services**Stakeholder Distribution (Upon Agenda Publication)**

CFB Comox	✓
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Background/Current Situation

The CVRD and 19 Wing Comox have enjoyed a positive, if somewhat distant, relationship. Both entities have large responsibilities and exposure in the Comox Valley and most often conduct their business independent from one another. On particular issues, however, both parties share interests and engage in discussions to find solutions. Specifically, the CVRD recreation services works closely with 19 Wing Comox on ice scheduling and setting fees and charges for the Comox Valley Sports Centre and at Glacier Gardens, a recycle depot is hosted on DND property at the Canex store and 19 Wing Comox has a member on the Sewage Commission.

In 2013 the CVRD and DND entered into a memorandum of understanding, which set out the high-level structure for communicating to help build this relationship further. The CVRD and DND have routinely met at a staff level to review programs and activities and find areas of mutual interest. In particular, the MoU has promoted relations between CVRD and DND in regards to the DND participation on the Sewage Commission and enhanced understanding on some regional projects.

The 2013 MoU is set to expire in 2018 and both parties recommend continuing the relationship.

Policy Analysis

The CVRD operates many services that overlap with 19 Wing Comox activities. Those overlaps may be at a governance, financial, operational or environmental level. The CVRD is authorized to enter into MoUs with other public authorities. Any such works related to the development and implementation of a MoU between the CVRD and 19 Wing Comox will be delivered from the general administration service.

The CVRD Board strategic plan includes goals related to transit, planning, sewer and recreation services. While in many cases the CVRD and 19 Wing Comox work well together on various initiatives, there are additional synergies that can be realized through a defined relationship between the CVRD and 19 Wing Comox.

Options

The options considered under this report are to:

- a) renew the MoU between the CVRD and 19 Wing Comox (as recommended); or
- b) discontinue the MoU and return to an informal relationship between the CVRD and 19 Wing Comox on those matters that arise from time to time.

Financial Factors

Minimal financial implications would result from renewal of the MoU. There are no commitments for resources or capital works related to the MoU. Staff time would be required on a periodic basis for meetings between the parties. For any significant financial commitments, such as improvements under the sewer service, the specific service participants would make such decisions.

Legal Factors

This MoU renewal is not meant to place any binding commitments on the parties. The intent of the MoU is to encourage and co-ordinate communications on a variety of topics at periodic intervals. The CVRD is authorized to enter such MoUs under Section 263 of the *Local Government Act* (RSBC, 2015, c.1). The MoU includes termination language should either party want to end the MoU.

Regional Growth Strategy Implications

The Comox Valley Regional Growth Strategy contains numerous references to topics that fall under the mutual interest of both the CVRD and 19 Wing Comox. These items include housing, buildings,

environment, social and community well-being. A MoU would see the parties discussing these issues with an aim to improving the quality of life and delivery of local services in the CVRD.

Intergovernmental Factors

The CVRD and 19 Wing Comox would jointly participate in periodic discussions about strategic goals and local activities. As required, and where jurisdictions overlap, other levels of government may be requested to assist the parties in their discussions.

Interdepartmental Involvement

This MoU is prepared by the Corporate Services Branch and 19 Wing Comox with input from other branches at the CVRD.

As meetings are co-ordinated between the parties as part of the MoU implementation, relevant staff from other branches will participate to ensure discussions are fulsome and achieve appropriate results.

Citizen/Public Relations

This MoU impacts the public in that an enhanced and ongoing relationship between the CVRD and 19 Wing Comox will result in more open and co-ordinated approaches towards the areas of common interest. Open dialogue between the parties will assist in a better understanding of participant's roles and responsibilities, helping to ensure better products are delivered to the public.

Attachments: Appendix A – “Memorandum of understanding (Appendix A to staff report dated May 8, 2018” with the DND

Appendix A

CVRD and DND (CFB Comox) Memorandum of Understanding

DND Identification Number: 2017110023

CVRD Identification Number: 0430-01

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**COMOX VALLEY REGIONAL DISTRICT (CVRD)
(AS REPRESENTED BY THE CHIEF ADMINISTRATIVE OFFICER)**

AND

**THE CANADIAN ARMED FORCES
(AS REPRESENTED BY THE COMMANDER – CANADIAN FORCES BASE COMOX)**

CONCERNING

**THE ESTABLISHMENT OF A HIGH LEVEL STRUCTURE FOR COMMUNICATING
TOPICS OF MUTUAL INTEREST AND COMMITTING BOTH PARTICIPANTS TO
WORK EFFECTIVELY ON SUCH TOPICS**

Appendix A

CVRD and DND (CFB Comox) Memorandum of Understanding

1. Introduction

- 1.1. Comox Valley Regional District (CVRD) will be represented by the Chief Administrative Officer with key responsibilities and contact/title information as follows:
 - 1.1.1. Chief Administrative Officer: senior staff member responsible for all administration and operations of the CVRD;
 - 1.1.2. Engineering Services: water, sewer, liquid waste management and solid waste management;
 - 1.1.3. Planning and Development Services: building inspection and land use planning;
 - 1.1.4. Community Services: recreation, parks, emergency planning, transit, fire protection, Denman and Hornby Island services;
 - 1.1.5. Corporate Services: animal control, bylaw compliance, communications, geographic information systems (GIS), information technology, marketing, media relations, public education, risk management, strategic planning, administration, elections, records management; and
 - 1.1.6. Executive Management: financial planning, purchasing, human resources and personnel.
- 1.2. Department of National Defense (DND) will be represented by the Base Commander, Canadian Forces Base (CFB) Comox, with key responsibilities and contact/title information as follows:
 - 1.2.1. Base Commander: Senior Official responsible for all administration and operations at CFB Comox;
 - 1.2.2. Base Operations Officer: Intelligence, imaging, emergency response, meteorology, air traffic control, military police and marine deployment;
 - 1.2.3. Base Administration Officer: Human resources, personnel administration, general safety, recreations, health services, accommodations, and housing;
 - 1.2.4. Base Logistics Officer: Environmental services, telecommunications and information systems, firehall services, supply, transportation, electrical and mechanical engineering and food services; and
 - 1.2.5. Officer Commanding, Real Property Operations Detachment (Comox): Construction engineering and infrastructure maintenance, facility and utilities management, real property custodian and authority for land/facility use.
- 1.3. CFB Comox operates under the CAF and the DND;
- 1.4. CVRD is a local government in British Columbia with express responsibilities and authorities under the *Local Government Act*, *Community Charter* and other legislation;
- 1.5. The Participants acknowledge that the interests of the Participants and local residents are best serviced by working together in the spirit of communication and cooperation; and

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- 1.6. The Participants recognize that enhancing the CFB Comox and CVRD relationship will create an increased level of awareness for each other and is an important step in a dialogue towards a consultative relationship.

2. Legal Disclaimer

- 2.1. The Participants concur that they will take all reasonable steps to fully respect the scope, intent, and meaning of all sections of this MOU;
- 2.2. The Participants acknowledge that notwithstanding the wording used in this MOU, neither the MOU as a whole nor any of its parts taken separately are, or ever have been, intended to be a Contract and no contractual obligations are incurred by the Participants as the result of the existence of the MOU;
- 2.3. For purposes of the MOU, any reference to CFB Comox or to the CAF and/or DND is a reference to the Crown in right of Canada; and
- 2.4. This MOU is in no way intended to be a procurement instrument. Any material procurement resulting from, or required by, the implementation of this MOU must be accomplished in accordance with the applicable national, provincial or territorial contracting laws, regulations and financial authorities.

3. Objectives and Scope

- 3.1. Objectives
 - 3.1.1. To enter into a formal arrangement between CFB Comox and CVRD with respect to establishing and maintaining a long-term cooperative relationship through effective communications;
 - 3.1.2. Provide a means to encourage discussion related to common areas of interest and responsibility;
 - 3.1.3. To recognize each Participant's jurisdictions and capabilities with a commitment to promoting a spirit of partnership and cooperation through liaison, information sharing, and notification of significant initiatives that may impact the other Participant.
- 3.2. Scope
 - 3.2.1. Meet at least annually to promote and encourage open and constructive dialogue based on mutual trust, honesty and respect;
 - 3.2.2. Work cooperatively to ensure that the Participants have a full understanding of each other's governing structures, roles and responsibilities as required; and
 - 3.2.3. Respect the views and authority of each of the Participants.

4. Key Interests

- 4.1. Planning (land use and development);
- 4.2. Sewer (includes participation in the Comox Valley sewer system and on the sewage commission);
- 4.3. Recreation;

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- 4.4. Solid waste (includes recycling, construction and disaster debris, etc.);
- 4.5. Coordination and promotion of certain community events (including bike to work week, Terry Fox Run, etc.);
- 4.6. Transit;
- 4.7. Emergency planning;
- 4.8. Fire protection;
- 4.9. Environmental aspects; and
- 4.10. Other key interests as predetermined by and with the Participants' mutual consent.

5. Financial Arrangements

- 5.1. This MOU will not impose any financial responsibilities on its Participants, except that each Participant will be responsible for the funding costs it incurs in its own interest, related to the support of this MOU.

6. Quality Assurance

- 6.1. The Participants will make all reasonable efforts to schedule meetings at least once per calendar year to include the CVRD Chief Administrative Officer, CFB Comox Base Commander, Officer Commanding of Real Property Operations Detachment (Comox), or their designates, and other staff as determined by the Base Commander and Chief Administrative Officer to discuss the activities listed in this MOU.
- 6.2. Each Participant will provide updated information with respect to any changes in key responsibilities and contact/title information.
- 6.3. The Participants will establish and prioritize key interests on an annual basis to ensure progress on the interests is made.
- 6.4. Nothing in this arrangement will be construed so as to fetter the legislative discretion of either of the Participants within their respective areas of jurisdiction or, without limiting the generality of the foregoing, to oblige either of the participants to adopt or prevent either of the Participants from adopting any bylaw or resolution.
- 6.5. Information and notification pertinent to this arrangement will be delivered to:

CFB Comox PO Box 1000 Stn Main Lazo, BC V0R 2K0 Phone: 250-339-8211 ext. 8111	Comox Valley Regional District 600 Comox Road Courtenay, BC V9N 3P6 Email: administration@comoxvalleyrd.ca
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7. Differences in Interpretation and Application

- 7.1. Any differences regarding the interpretation or application of this MOU will be resolved only by consultation between the Participants and will not be referred to a court, a national tribunal or any other third party settlement.

8. Amendment

- 8.1. This MOU may be amended only with the Participants' mutual written consent.

Appendix A

CVRD and DND (CFB Comox) Memorandum of Understanding

9. Duration, Withdrawal, Renewal and Termination

- 9.1. This MOU will remain in effect for five (5) years from the effective date below.
- 9.2. Either Participant may withdraw from this MOU at any time by delivering three (3) months prior written notice to the other Participant.
- 9.3. The Participants may renew this MOU for a period not to exceed five (5) years, prior to its expiration and without any changes to the existing provisions, upon their mutual written consent.
- 9.4. This MOU may be terminated, with immediate effect, with the Participants' mutual written consent.
- 9.5. Any responsibilities incurred by a Participant during the active period of this MOU will remain the Participant's responsibility until fulfilled notwithstanding withdrawal from, termination or expiry of this MOU.

10. Effective Date and Signature

- 10.1. This MOU becomes effective on the date of the later signature and will supersede the MOU signed 26 June 2013.

M.C. Atkins
Colonel
Commander, CFB Comox

Russell Dyson
Chief Administrative Officer
Comox Valley Regional District

Date

Date

CC: Officer Commanding, Real Property Operations Detachment (Comox)