

A REGULAR MEETING
OF THE TOWN OF LADYSMITH COUNCIL
AGENDA
6:00 P.M.

Tuesday, February 20, 2024
Ladysmith Seniors Centre
630 2nd Avenue

Pages

1. CALL TO ORDER (6:00 P.M.)

Call to Order 6:00 p.m. in Open Session, in order to retire immediately into Closed Session.

Members of the public are welcome to attend all Open Meetings of Council, but may not attend Closed Meetings.

2. CLOSED SESSION

Recommendation

That, in accordance with section 90(1) of the *Community Charter*, Council retire into closed session in order to consider items related to the following:

- (e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality; and
- (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.

3. OPEN MEETING AND ACKNOWLEDGEMENT (7:00 p.m.)

The Town of Ladysmith acknowledges with gratitude that this meeting takes place on the unceded territory of the Stz'uminus First Nation.

Members of the public may attend meetings in person at the Ladysmith Seniors Centre or view the livestream on YouTube:

<https://www.youtube.com/channel/UCH3qHAExLiW8YrSuJk5R3uA/featured>.

4. AGENDA APPROVAL

Recommendation

That Council approve the agenda for this Regular Meeting of Council for February 20, 2024.

5. RISE AND REPORT- Items from Closed Session

Item from the Closed Meeting of Council held January 9, 2024

CE 2024-003

That Council:

1. Appoint Anthony Price to the Community Planning Advisory Committee for a term ending June 30, 2025; and
2. Rise and report on Recommendation No. 1 once the applicant is notified.

6. MINUTES

6.1 Minutes of the Regular Meeting of Council held February 6, 2024

5

Recommendation

That Council approve the minutes of the Regular Meeting of Council held February 6, 2024.

7. COMMITTEE MINUTES

7.1 Public Art Committee - February 6, 2024

9

Recommendation

That Council receive the minutes of the Public Art Committee meeting held February 6, 2024.

7.2 Community Planning Advisory Committee - February 7, 2024

11

Recommendation

That Council receive the minutes of the Community Planning Advisory Committee meeting held February 7, 2024.

8. REPORTS

8.1 2024 Community Public Art Banner Selection

14

Recommendation

That Council:

1. Approve the recommendations of the Public Art Committee for the 2024 Community Public Art Banner Program to produce banners based on the following submissions:
 - a. Ladysmith Celebrates Concept 2, Side 1 – Trisha Oldfield;
 - b. Ladysmith Celebrates Concept 2, Side 2 – Trisha Oldfield; and
2. Direct staff to proceed with ordering and installing the approved banners.

9. BYLAWS

9.1 Bylaws for Introduction

9.1.1 "Financial Plan Bylaw 2024, No. 2172"

20

Recommendation

That Council give first, second and third readings to "Financial Plan Bylaw 2024, No. 2172".

9.2 Bylaw Status Sheet

26

10. Correspondence

10.1 Ladysmith Chamber of Commerce - Ladysmith Visitor Centre

27

Request for letter of support regarding the Ladysmith Chamber of Commerce's funding application to Destination BC for a Visitor Services Experience Enhancement Grant.

Recommendation

That the Mayor, on behalf of Council, write a letter of support for the Ladysmith Chamber of Commerce's application to Destination BC for a Visitor Services Experience Enhancement Grant to help redevelop the Heritage Walk website app, as outlined in their correspondence dated February 14, 2024.

11. NEW BUSINESS

11.1 Emergency and Disaster Management Act (EDMA) Implementation - Indigenous Engagement Funding Program

28

Recommendation

That Council:

1. Confirm their acceptance of the UBCM Indigenous Engagement Requirements Funding in the amount of \$48,000 to implement the Emergency and Disaster Management Act;
2. Authorize staff to execute the Contribution Agreement between the Province and the Town; and
3. Authorize Emergency Management Cowichan to manage the funds received on behalf of the Town and other local governments to organize a collaborative approach to emergency management agreements with Indigenous Governing Bodies in the Cowichan Valley Regional District.

12. QUESTION PERIOD

- A maximum of 15 minutes is allotted for questions.
- Persons wishing to address Council during "Question Period" must be Town of Ladysmith residents, non-resident property owners, or operators of a business.
- Individuals must state their name and address for identification purposes.
- Questions put forth must be related to items on the agenda.
- Questions must be brief and to the point.
- Questions shall be addressed through the Chair and answers given likewise. Debates with or by individual Council members or staff members are not allowed.
- No commitments shall be made by the Chair in replying to a question. Matters which may require action of the Council shall be referred to a future meeting of the Council.

13. ADJOURNMENT



MINUTES OF A REGULAR MEETING OF COUNCIL

Tuesday, February 6, 2024

6:00 P.M.

Ladysmith Seniors Centre
630 2nd Avenue

Council Members Present:

Mayor Aaron Stone

Councillor Ray Gourlay

Councillor Amanda Jacobson

Councillor Tricia McKay

Councillor Duck Paterson

Councillor Marsh Stevens

Councillor Jeff Virtanen

Staff Present:

Allison McCarrick

Erin Anderson

Chris Barfoot

Jake Belobaba

Sue Bouma

Andrea Hainrich

1. CALL TO ORDER (6:00 P.M.)

Mayor Stone called this Meeting of Council to order at 6:00 p.m., in order to retire immediately into Closed Session.

2. CLOSED SESSION

CS 2024-019

That, in accordance with section 90(1) of the *Community Charter*, Council retire into closed session in order to consider items related to the following:

- (e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality; and
- (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.

Motion Carried

3. OPEN MEETING AND ACKNOWLEDGEMENT (7:00 P.M.)

Mayor Stone called this Regular Meeting of Council to order at 7:05 p.m., recognizing with gratitude that it was taking place on the unceded territory of the Stz'uminus First Nation.

4. AGENDA APPROVAL

CS 2024-020

That Council approve the agenda for this Regular Meeting of Council for February 6, 2024.

Motion Carried

5. RISE AND REPORT- Items from Closed Session

Council rose from Closed Session at 6:59 p.m. with report on the following:

CE 2024-012

That Council:

1. Authorize staff to release the City Hall Space Requirements and Funding Strategy presentation;
2. Rise with report on the following Council resolutions regarding previous plans to construct a new city hall:

- **CE 2017-143**, "That the Mayor and Chief Administrative Officer meet with the Board and Chief Executive Officer of Vancouver Island Regional Library to discuss options for constructing a new library in Ladysmith, including co-locating in a new City Hall building.";

- **CE 2017-178**, "That Council table discussions with the Vancouver Island Regional Library with respect to co-locating in the new City Hall building until after the 2018 municipal election."; and

- **CE 2017-179**, "That Council direct staff to continue discussions in the interim with the Vancouver Island Regional Library regarding co-locating in a new building to foster more directed discussions once the 2018 municipal election has taken place.";

3. Provide public access, as specified by Council, to the Process Four and Urban Systems reports and the City Hall Space Requirement and Funding Strategy presentation; and
4. Rise with report immediately.

6. MINUTES

6.1 Minutes of the Regular Meeting of Council held January 23, 2024

CS 2024-021

That Council approve the minutes of the Regular Meeting of Council held January 23, 2024.

Motion Carried

7. COMMITTEE MINUTES

7.1 Poverty Reduction Task Group - November 29, 2023

CS 2024-022

That Council receive the minutes of the Poverty Reduction Task Group meeting held November 29, 2023.

Motion Carried

8. REPORTS

8.1 Buller Street Revitalization Project-Construction Contract & Lease Agreement

CS 2024-023

That Council:

1. Authorize sole-source procurement pursuant to purchasing policy 5-1790-D with Catalyst Developments for the non-residential component of the Buller Street Revitalization Project described in the February 6, 2024 report to Council; and
2. Direct staff to finalize:
 - a. a construction contract with Catalyst Developments for the non-residential component of the Buller Street Revitalization Project;
 - b. a long-term lease agreement with Catalyst Developments for the provision of the housing component of the Buller Street Revitalization Project; and
 - c. bring back the proposed contracts for Council's consideration.

Motion Carried

OPPOSED: Councillor Stevens

8.2 2024 Financial Plan Bylaw

CS 2024-024

That Council direct staff to prepare the 2024-2028 Financial Plan Bylaw with \$8,398,228 to come from municipal taxation and \$1,793,324 to come from police taxation as described in the staff report from the Director of Financial Services dated February 6, 2024.

Motion Carried

8.3 Holland Lake Dam Capacity and Climate Resiliency Improvements Consultant

CS 2024-025

That Council direct staff to:

1. Award Request for Proposal 2023-IS-07 to Ecora Engineering & Resource Group Ltd. in the amount of \$1,081,046, excluding GST; and
2. Enter into a contract for the services outlined in Ecora's proposal.

Motion Carried

9. BYLAWS

9.1 Bylaw Status Sheet

10. QUESTION PERIOD

A resident enquired about the timespan since the Holland Lake Dam's most recent Dam Safety inspection. He also asked whether other locations had been investigated for the location of the proposed new City Hall, if a cost benefit analysis had been conducted for the proposed Buller Street location, and what steps will be taken to reduce costs for the tax payer.

11. ADJOURNMENT

CS 2024-026

That this Regular Meeting of Council be adjourned at 7:48 p.m.

Motion Carried

CERTIFIED CORRECT

Mayor (A. Stone)

Corporate Officer (S. Bouma)

**Minutes of the Public Art Committee (PAC)
 Tuesday, February 6, 2024 at 4:00 p.m.
 Frank Jameson Community Centre**

COMMITTEE MEMBERS PRESENT:

Lynda Baker, Chair
 Kathleen Darby
 Gordon Filewych
 Kathy Holmes
 Councillor Tricia McKay
 Ora Steyn

STAFF PRESENT:

Andrea Downey, Lead
 Kim Cheang (Minute Taker)

REGRETS:

Julia Steyn

**CALL TO ORDER AND
 ACKNOWLEDGEMENT**

The meeting was called to order at 4:00 p.m.

The Chair acknowledged with gratitude that the meeting was taking place on the traditional, unceded territory of the Stz’uminus First Nation.

AGENDA

2024-01:
 That the Public Art Committee approve the agenda for the meeting as presented.
Motion Carried

MINUTES

2024-02:
 That the Public Art Committee approve the minutes of the December 4, 2023 meeting as presented.
Motion Carried

NEW BUSINESS

Community Banner Program 2024 Selection

2024-03:
 That the Public Art Committee recommend that Council approve the following banner submission, as chosen by the 2024 Community Public Art Banner Selection Committee:

- a. Ladysmith Celebrates Concept 2, Side 1 – Trish Oldfield
- b. Ladysmith Celebrates Concept 2, Side 2 – Trish Oldfield

Motion Carried

Mayor Kathleen (Kay) Grouhel Recognition

Resolution	Meeting Date	Resolution Details
CE 2021-100	07/06/2021	That Council approve the installation of a historical interpretive sign with a short biography of former Mayor Kathleen ‘Kay’ Grouhel, including her notable contributions to the Town.
CE 2021-101	07/06/2021	That Council direct staff to issue a ‘call for poetry’ themed around Kathleen ‘Kay’ Grouhel, with the selected poem stamped (embedded) in concrete along the pathway leading to Transfer Beach. OPPOSED: Councillor Johnson

T. MacKay provided an overview on Mayor Kathleen (Kay) Grouhel, including Council's direction to incorporate poetry in the Town's recognition of her contributions to the community.

The Committee provided feedback for potential options that include:

1. Call for Submission for a poem; or
2. Commission a poet.

The Committee is seeking clarity on the scope and details regarding the Kathleen Grouhel Recognition project.

PRC staff to return with clarification on design parameters and location and size logistics, as these qualities may affect the required length of the poem used.

OLD BUSINESS

Holland Creek Culvert Update

The Committee discussed the Holland Creek Culvert and the challenges of incorporating art in this area. There is no electrical inside the culvert, nor will there be in the future. There is, however, light outside the culvert. Drilling in the culvert will take away the integrity of the structure. The culvert is still owned by the developer for another one to two years.

Town of Ladysmith Flag Update

Staff discussed a flag contest resource provided by K. Darby. Some contest options discussed included hiring a Graphic Designer through a Call for Proposal process or launching a Call for Submission (Competition) process where applicants would be required to follow the principles of flag design.

The Committee agreed to provide Council both options and to suggest that all submissions follow the North American Vexillological Association's 5 principles of flag design. This would provide Council with best practices for municipal flag design. Costs need to be understood for the use of a graphic designer to confirm the feasibility of this option.

Deaccession of Public Art of Julian North Collection Update

The collection will proceed to auction through BC Bid. To date there has been no interest from other galleries to display the Julian North Collection. An Activity Update will be shared with Council as to the status of this process.

NEXT MEETING

To be determined using a poll around April 2nd.

ADJOURNMENT

2024-04:

That the Public Art Committee adjourn this meeting at 4:57 p.m.

Motion Carried



MINUTES

Community Planning Advisory Committee

Wednesday, February 7, 2024 at 7:00 p.m.
City Hall Council Chambers, 410 Espanade

PRESENT: Chair – Jason Robertson; Members - John Scott, Tonya Soules, Keona Wiley, Julika Pape, Anthony Price; Alt. Council Liaison – Amanda Jacobson; Senior Planner - Julie Thompson; Recorder – Cassandra Taylor

ABSENT: Members – Jennifer Aker; Council Liaison – Marsh Stevens

Jason Robertson called the meeting to order at 7:02pm, acknowledging with gratitude that Ladysmith is located on the unceded territories of the Stz'uminus First Nation.

1. AGENDA APPROVAL

It was moved, seconded, and carried that the Agenda of February 7, 2024, Community Planning Advisory Committee meeting be approved. CPAC welcomed new member, Anthony Price.

2. ADOPTION OF MINUTES

It was moved, seconded, and carried that the Minutes of November 1, 2023, Community Planning Advisory Committee meeting be approved.

3. NEW BUSINES

a. Update on the Provincial Housing Legislation Changes

Senior Planner Julie Thompson provided an information handout to Committee members outlining the new Provincial Small Scale Multi-Unit Housing (SSMUH) legislation. The handout will also be posted on the Town's website as an information bulletin to the public. Committee members were advised that the new legislation is posted on the Province's website for viewing.

Committee members were given the opportunity to ask questions to which J. Thompson provided answers to.

b. Terms of Reference Review

Senior Planner J. Thompson provided an overview of the CPAC Terms of Reference, outlining items such as the CPAC mandate and the Committee's scope of work. This included what types of applications the Committee will be reviewing, meeting management, the roles of each Committee member, and Committee meeting dates and notices. Ms. Thompson provided a CPAC member cheat sheet which outlined the roles and responsibilities of each committee member, applicants and staff.

Committee members asked questions regarding clarification of their roles on the Committee, which J. Thompson clarified.

c. **Mock Council Referral – Zoning Bylaw and OCP Amendment Application 3060-22-05 – Coach House at 1141 Cloke Road**

Senior Planner J. Thompson provided an annotated agenda to assist with the mock referral.

Mock Referral

Senior Planner J. Thompson provided a brief overview of the mock proposal for the Rezoning and OCP Amendment application at 1141 Cloke Road to allow a coach house on the subject property and bring the property into Development Permit Area 10 – Coach House Intensive Residential

Ms. Thompson, acting as the applicants, provided a brief presentation to the Committee outlining their rationale for the proposed coach house.

Committee members had questions for the applicant and staff, including who the tenants might be, why a bigger footprint is being proposed, and clarification on how the upper storey would be separated from the lower storey.

Committee members discussed the application and provided the following mock resolutions:

It was moved, seconded and carried that the Community Planning Advisory Committee recommends that Council approve Zoning Bylaw and OCP Amendment application 3060-22-05 (1141 Cloke Road) as presented.

It was moved, seconded and carried that CPAC recommends that Council direct staff to amend the R-1 Zone to allow Coach Houses.

End of Mock Referral

4. COUNCIL REFERRALS

None

5. MONTHLY BRIEFING

The following files that the Committee previously reviewed, have been to Council since the last meeting:

- 3360-23-01 (19 Gatacre St.) – adopted by Council on December 19, 2023.

Senior Planner J. Thompson provided an update on a previous CPAC and Council recommendation to investigate allowing secondary suites in the R-1-HCA zone.

Ms. Thompson explained that the new legislation changes for SSMUH requires that suites are to be permitted in all single-family residential zones, including R-1-HCA.

6. NEXT MEETING – TBD

7. ADJOURNMENT

It was moved, seconded, and carried that the meeting be adjourned at 8:58 PM.

Chair (J. Robertson)

RECEIVED:

Corporate Officer (S. Bouma)

DRAFT

STAFF REPORT TO COUNCIL

Report Prepared By: Chris Barfoot, Director Parks, Recreation & Culture
 Lynda Baker, Chair Public Art Committee
Reviewed By: Allison McCarrick, Chief Administrative Officer
Meeting Date: February 20, 2024
File No: 7710-20
Re: 2024 Community Public Art Banner Selection

RECOMMENDATION:

That Council:

1. Approve the recommendations of the Public Art Committee for the 2024 Community Public Art Banner Program to produce banners based on the following submissions:
 - a. Ladysmith Celebrates Concept 2, Side 1 – Trisha Oldfield;
 - b. Ladysmith Celebrates Concept 2, Side 2 – Trisha Oldfield; and
2. Direct staff to proceed with ordering and installing the approved banners.

EXECUTIVE SUMMARY:

The purpose of the Community Banner Program is beautification and the promotion of a community identity. Community banners add vibrancy and community spirit throughout Ladysmith and represent our small-town charm, coastal community life and diverse cultural heritage. The 2024 Public Art Committee has reviewed designs from seven artists. A total of 21 designs were submitted for review. The Public Art Committee’s recommendations and images of the designs are presented in Attachment A of this report.

PREVIOUS COUNCIL DIRECTION:

Resolution	Meeting Date	Resolution Details
CS	2023-11-21	That Council approve the theme “Ladysmith Celebrates” for the 2024 Community Public Art Banner Program.

INTRODUCTION/BACKGROUND:

A total of 21 different designs by seven artists were submitted by the January 29, 2024 deadline. On February 1, 2024, members of the banner selection panel met to review and select the designs to be recommended to Council . The selection panel consisted of:

- Lynda Baker - Facilitator, PAC Chair
- Delie Lawley - Arts Council of Ladysmith & District member
- Roberta Bowman - Ladysmith Chamber of Commerce member



- Gordan Filewych – Representative of the PRCAC
- Anne-Lynn Bancroft - Ladysmith Celebration Society member
- April Marrington - Ladysmith Festival of Lights member

The banner selection panel assessed the entries, considering each design’s artistic merit, its exemplification of the 2024 theme “Ladysmith Celebrates,” and its representation of Ladysmith’s small-town charm, coastal community life and diverse cultural heritage. The theme highlights the Town’s festivals and celebrations through art that create opportunities to be together, foster community, strengthen relationships, and celebrate culture and diversity. The banner design being recommended best captures the 2024 theme and evokes an emotional response through its description and connection to Ladysmith.

Artist – Trisha Oldfield

Ms. Oldfield is a full-time professional artist from the Ladysmith region. According to Ms. Oldfield's website, her artistic journey began at a young age in the Canadian Arctic. Under the northern lights and on the land of the midnight sun, she found her passion for art and was taught how to use a paintbrush. Over the years, she moved south, honing her skills in fine art, graphic design, and commercial illustration. She can now be found immersed in the wonders of nature on Vancouver Island, a place that encompasses deep calm and a supportive community.

Submission Description

“Ladysmith Celebrates” – Concept 2, Side 1 – Imagery representing the various festivals and events celebrated in Ladysmith, such as Arts on the Avenue, car shows (Brits on the Beach and Show and Shine) and Ladysmith Days (fireworks) at Transfer Beach.

“Ladysmith Celebrates” – Concept 2, Side 2 – Imagery representing the various festivals and events celebrated in Ladysmith, such as Ladysmith Light Up, Arts on the Avenue and music performed at Transfer Beach.

The 2024 banner entry form submission can be seen in Attachment B with a banner street view mockup in Attachment C.

There are approximately 160 banners throughout Ladysmith’s downtown core, Transfer Beach Boulevard and 4th Ave. Each year, banners are displayed from May to October.

ALTERNATIVES:

Council can choose to not approve the recommended banner design for display at this time and request the Public Art Committee to consider a different design.

FINANCIAL IMPLICATIONS:

If approved, the banner design will move to the production phase of the program, with costs included in the Community Banner Program Budget.

LEGAL IMPLICATIONS:

N/A

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The street banners create a cultural vibrancy along 1st Ave and the other locations, building and supporting Ladysmith’s sense of community pride.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The Community Banners are installed by Infrastructure Services.

ALIGNMENT WITH STRATEGIC PRIORITIES:

- | | |
|---|--|
| <input type="checkbox"/> Core Infrastructure | <input type="checkbox"/> Economy |
| <input type="checkbox"/> Official Community Plan Implementation | <input type="checkbox"/> Leadership |
| <input type="checkbox"/> Waterfront Area Plan | <input checked="" type="checkbox"/> Not Applicable |

I approve the report and recommendation(s).

Allison McCarrick, Chief Administrative Officer

ATTACHMENT(S):

- A. Community Banner Program – Banner Recommendation
- B. Community Banner Program – Public Art Banner 2024 Entry From
- C. Community Banner Program – Banner Street Mock-up

Attachment A

“Ladysmith Celebrates” – Concept 2, Side 1 –
Imagery representing the various festivals and events celebrated in Ladysmith, such as Arts on the Avenue, Car shows (British and Show and Shine), Ladysmith days (fireworks) at Transfer Beach



“Ladysmith Celebrates” – Concept 2, Side 2 –
Imagery representing the various festivals and events celebrated in Ladysmith, such as Ladysmith Light Up, Arts on the Avenue and music performed at Transfer Beach.



Community Banner Program – Public Art Banner 2024 Entry Form Theme: “ Ladysmith Celebrates”	
First Name	Trisha
Last Name	Oldfield
Email Address	
Phone Number	
Phone Number	
Address	
Title of Panel 1	"Ladysmith Celebrates" - Concept 2, Side 1
Description (How does your design reflect the theme)	imagery representing the various festivals and events celebrated in Ladysmith such as Arts on the Ave, Car shows (british and Show and Shine, Ladysmith days (fireworks) at Transfer Beach
Title of Panel 2	"Ladysmith Celebrates" - Concept 2, Side 2
Description (How does your design reflect the theme)	imagery representing the various festivals celebrated in Ladysmith such as Ladysmith Light Up, Arts and Music performed at Transfer Beach
Tell us about your art (your history of making art, a link to your website if you have one, and why you wanted to apply).	
<p>I am a full time professional artist and have been a member and volunteer with the Arts District of Ladysmith and District for over 12 years. I love the banner program of Ladysmith! Seeing the new banners every summer that fill the downtown with art and colour!!</p> <p>My designs are open to adjustments, please dont hesitate to ask, You can see more of my work at www.trishaoldfield.com</p> <p>Thank you!! Trisha</p>	





TOWN OF LADYSMITH

BYLAW NO. 2172

Financial Plan Bylaw for the years 2024-2028

The Council of the Town of Ladysmith in open meeting assembled enacts as follows:

Administration

1. Schedule "A" attached to and forming a part of this bylaw is hereby adopted and shall be the Financial Plan for the Town of Ladysmith for the five years ending December 31, 2028.
2. Schedule "B" attached to and forming a part of this bylaw is hereby adopted and shall be the Statement of Objectives and Policies for the Town of Ladysmith for the five years ending December 31, 2028.

Repeal

3. The Town of Ladysmith "Financial Plan Bylaw 2023, No. 2141 bylaw" in its entirety is hereby repealed.

Citation

4. This bylaw may be cited for all purposes as "Financial Plan Bylaw 2024, No. 2172".

READ A FIRST TIME on the _____ day of _____, 2024

READ A SECOND TIME on the _____ day of _____, 2024

READ A THIRD TIME on the _____ day of _____, 2024

ADOPTED on the _____ day of _____, 2024

Mayor (A. Stone)

Corporate Officer (S. Bouma)

SCHEDULE "A"

2024 – 2028 Financial Plan

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
REVENUES:					
Revenue From Property Tax Values	10,191,552	10,561,939	11,083,689	11,642,598	12,290,337
Revenue From Grants In Lieu	189,549	191,634	193,742	195,873	198,028
Revenue From Parcel Taxes	3,261,583	3,277,963	3,335,976	3,396,889	3,460,848
Revenue From Fees & Charges	5,842,884	5,940,822	6,040,451	6,216,993	6,321,334
Revenue From Other Sources	24,670,460	5,913,026	7,902,432	3,916,426	3,938,748
	<u>44,156,028</u>	<u>25,885,384</u>	<u>28,556,290</u>	<u>25,368,779</u>	<u>26,209,295</u>
EXPENSES:					
General Operating Expenses	13,497,418	13,496,566	14,131,141	14,486,763	14,850,922
Sanitary Sewer Operating Expenses	1,842,234	1,891,477	1,952,046	2,004,035	2,057,323
Water Operating Expenses	1,979,988	2,041,300	2,116,714	2,181,444	2,247,793
Interest on Debt	1,204,987	1,399,123	1,274,123	1,274,123	1,274,123
Amortization	4,419,318	4,498,866	4,579,846	4,662,283	4,746,204
	<u>22,943,945</u>	<u>23,327,332</u>	<u>24,053,870</u>	<u>24,608,648</u>	<u>25,176,365</u>
Annual Surplus/Deficit	21,212,083	2,558,052	4,502,420	760,131	1,032,930
Add back: Unfunded Amortization	4,419,318	4,498,866	4,579,846	4,662,283	4,746,204
Capital Expenditures					
General Capital	26,506,616	2,485,323	3,801,999	3,415,092	2,354,240
Sanitary Sewer Capital	4,099,171	3,335,000	1,990,000	1,320,000	330,000
Water Capital	21,461,452	5,873,050	6,412,050	598,153	659,311
Proceeds from Borrowing	(17,588,725)	(3,549,275)	-	-	-
Principal Payments on Debt	1,174,842	1,250,706	1,250,706	1,525,220	1,799,734
Transfers to (from) Reserves Funds	(3,463,436)	(1,430,500)	(1,463,675)	(703,307)	(579,776)
Transfer to (from) Accumulated Surplus	(6,558,519)	(907,386)	(2,908,814)	(732,744)	1,215,625
Financial Plan Balance	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

SCHEDULE "B"
Town of Ladysmith 2024 – 2028 Financial Plan
Statement of Objectives and Policies

In accordance with the *Community Charter*, the Town of Ladysmith (Town) is required to include in the Five Year Financial Plan, objectives and policies regarding each of the following:

1. The proportion of total revenue that comes from each of the funding sources described in the *Community Charter*;
2. The distribution of property taxes among the property classes; and
3. The use of permissive tax exemptions.

Funding Sources

Table 1 shows the proportion of total revenue proposed to be raised from each funding source in 2024. Table 2 shows a further breakdown of the funding proposed to come from reserves, Development Cost Charges and surpluses. Council currently has no specific policy surrounding the proportion of total revenue to come from each funding source.

Property taxes form the greatest proportion of revenue. As a revenue source, property taxation offers a number of advantages, for example, it is simple to administer and it is fairly easy for residents to understand. It offers a stable and reliable source of revenue for services that are difficult or undesirable to fund on a user-pay basis.

User fees and charges form a large portion of planned revenue. Many services can be measured and charged on a user-pay basis. Services where fees and charges can be easily administered include water and sewer usage, building permits, business licenses, and sale of services will be charged on a user-pay basis. User fees attempt to apportion the value of a service to those who use the service.

Objectives & Policies

- Use property taxes as the funding source for services that do not lend themselves to a user-pay approach;
- Review all user fee levels to ensure they are adequately meeting both the capital and delivery costs of the service and align with those who use them;
- Consider borrowing when a capital project will provide benefits to taxpayers over a long period;
- Seek other sources of revenue in order to reduce reliance on property taxes;
- Allocate a minimum of 10% prior year's municipal tax levy to General Capital projects and a further 5% of the prior year's municipal tax levy to an infrastructure deficit.

Table 1: Sources of Revenue

Revenue Source	Dollar (\$)	Percent (%)
Property value taxes	10,191,552	15%
Grants in Lieu	189,549	0%
Parcel Taxes	3,261,583	4%
User fees & charges	5,842,884	8%
Other Sources	5,242,172	7%
Borrowing	17,588,725	24%
Grants	19,428,288	26%
DCCs & Reserves	3,463,436	5%
Own Funds	8,272,883	11%

Table 2: Utilization of Reserves, Development Cost Charges and Surplus for 2024

Source	Dollar Value	% of Total
Development Cost Charges - Roads	1,603,317	14%
Development Cost Charges - Sewer	885,085	8%
Development Cost Charges - Water	600,663	5%
Cemetery Care Fund	3,660	0%
Canada Community Building Fund	374,371	3%
Carry-forward reserve	6,077,943	52%
Safe-restart funds	235,000	2%
Surplus & Appropriated Equity	1,325,194	11%
Real Property Reserve	367,471	3%
Growing Communities	267,275	2%
Total	\$11,739,979	

Distribution of Property Tax Rates

Table 3 outlines the distribution of property taxes among the property classes. The residential property class provides the largest proportion of property tax revenue. This is appropriate as this class also forms the largest portion of the assessment base and consumes the majority of Town services.

Objectives & Policies

- *Set tax rates and ratios that maintain tax stability between property classes while factoring in non-market growth within classes.*
- *Ensure the Class 4 (Major Industry) percentage is lower than the previous year with a target percentage of 10% of the total taxation.*
- *Ensure the Class 6 (Business/Other) percentage is lower than the previous year with a target percentage of 12% of the total taxation.*
- *Ensure the Class 5 (Light Industry) tax rate is not less than the Class 6 (Business/Other) rate.*
- *Set Class 8 (Recreation/non-profit) rate equal to the Class 1 (Residential) rate.*

Table 3: Distribution of 2024 Property Tax Rates

Property Class	2024
	% of Total Property Taxation
Residential (1)	73.725%
Utilities (2)	0.485%
Major Industry (4)	11.371%
Light Industry (5)	0.997%
Business and Other (6)	13.094%
Managed Forest Land (7), Recreation/Non-profit (8), and Farmland (9)	0.328%
Total	100.00%

Permissive Tax Exemptions & Revitalizations Tax Exemptions

The Town supports non-profit organizations through permissive tax exemptions. Permissive tax exemptions will be reviewed annually and considered in conjunction with:

- (a) other assistance being provided by the Town;
- (b) the potential demands for Town services or infrastructure arising from the property;
and
- (c) the amount of revenue that the Town will lose if the exemption is granted.

The Town believes revitalizations tax exemptions are an appropriate tool to assist the Town to achieve its strategic objectives. The Town can exempt municipal taxes for up to ten years where the project meets specific criteria and objectives as defined by bylaw. Recipients of exemptions must enter into a Revitalization Tax Exemption Agreement with the Town.

Objectives & Policies

- The Town will continue to provide permissive tax exemptions to some non-profit societies.
- Continue the use of the revitalization tax exemption for economic revitalization in order to encourage the commercial and industrial redevelopment of specific areas.

BYLAW STATUS SHEET February 20, 2024

Bylaw #	Description	Status
2131	“Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 54) 2022, No. 2131” (10940 Westdowne Rd.) Changes zoning from Rural Residential (RU-1) to Manufactured Home Park (MHP-1).	First and second readings, December 20, 2022. Public Hearing and third reading December 19, 2023. MOTI approval required.
2133	“Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 56) 2023, No. 2133”. Allows convenience store at 1132-1142 Rocky Creek Rd.	First and second readings, January 10, 2023. Public Hearing required. MOTI approval required.
2161	“Official Community Plan Bylaw 2022, No. 2200, Amendment Bylaw 2023, No. 2161”. To expand the mobile home park at 10940 Westdowne Road.	First and second readings, November 21, 2023. Second reading rescinded, second reading as amended, December 5, 2023. Public Hearing and third reading December 19, 2023.
2166	“Town of Ladysmith City Hall Loan Authorization Bylaw 2024, No. 2166”. To enable the Town to borrow up to \$13.5 million dollars over a term of 30 years to fund the construction of a new City Hall.	First, second and third readings, January 23, 2024. Inspector of Municipalities approval required. Approval of the electors required through an Alternative Approval Process.

Julie Tierney

From: Roberta Bowman <Roberta@ladysmithcofc.com>
Sent: February 14, 2024 3:55 PM
To: Julie Tierney
Subject: Letter of Support For Ladysmith Visitor Centre

Hi Julie,

I am wondering if I can please get a Letter of Support for Destination BC for a Visitor Services Experience Enhancement Grant. This Grant if successful will enable us to redevelop the Heritage Walk Website App.

We are requesting \$20,000 for this grant to be able to get a new App up and running to heighten visitor experiences with all historical artifacts and buildings.

Please let me know if you require any additional information.

Thank you in advance,

Roberta Bowman (she/her)
Executive Director



Ladysmith Chamber of Commerce & Visitor Centre
33 Roberts Street, PO Box 598
Ladysmith, BC. V9G 1A4
Phone: 250-245-2112
roberta@ladysmithcofc.com
www.ladysmithcofc.com
www.tourismladysmith.ca
www.investladysmith.ca

We respectfully acknowledge that we are working and living on the traditional and unceded territory of the Stz'uminus People

EXTERNAL EMAIL: The sender is external to the Town of Ladysmith. Do not click links or open attachments unless you recognize the sender and know the content is safe.

January 12, 2024

Town of Ladysmith
PO Box 220
Ladysmith, BC
V9G 1A2

Dear Chief Administrative Officer:

Re: *Emergency and Disaster Management Act Implementation - Indigenous Engagement Requirements Funding Program*

On behalf of the Province of British Columbia, I am pleased to provide this letter of offer and Contribution Agreement to support implementation of the *Emergency and Disaster Management Act* (EDMA) through the Indigenous Engagement Requirements Funding Program.

Guided by the *United Nations Sendai Framework for Disaster Risk Reduction* and B.C.'s *Declaration on the Rights of Indigenous Peoples Act*, the EDMA includes engagement provisions that promote relationship building and collaboration across jurisdictions. Engagement requirements of municipalities and regional districts include consultation and cooperation with Indigenous governing bodies, the incorporation of available Indigenous knowledge into emergency plans and risk assessments, and consideration of cultural safety across emergency management practices.

The Indigenous Engagement Requirements Funding Program is intended to:

- support relationship-building across jurisdictions through consultation and cooperation with Indigenous governing bodies;
- ensure the incorporation of Indigenous knowledge and cultural safety across emergency management practices;
- support policy improvements that reflect the lived experience of Indigenous Peoples; and
- address the disproportionate impacts on Indigenous Peoples during emergency events.

The Province is providing funding to First Nations, municipalities, and regional districts in response to feedback about capacity requirements to implement the EDMA. This funding is intended to support municipalities and regional districts in meeting their Indigenous engagement requirements, and to support Indigenous governing bodies in participating in such engagement.

This letter of offer is accompanied by a Contribution Agreement which sets out the terms and conditions of the funding, including eligible activities and reporting. The term of the Contribution Agreement begins on the Effective Date and extends to March 31, 2025. Please sign and return the Contribution Agreement

to EMCR.Procurement@gov.bc.ca on or before March 31, 2024 to receive funding.

Further information about the Indigenous Engagement Requirements Funding Program is provided on our [website located here](#) and includes the Indigenous Engagement Requirements Funding Program Guide, fact sheet, and Interim Guidance. The website also contains contact information should you have further questions about the Indigenous Engagement Requirements Funding Program.

Yours truly,

A handwritten signature in blue ink that reads "Monica Cox". The signature is written in a cursive, flowing style.

Monica Cox
Assistant Deputy Minister
Partnerships, Engagement and Legislation
Ministry of Emergency Management and Climate Readiness

CONTRIBUTION AGREEMENT

THIS AGREEMENT dated effective the 15 day of January 2024.

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Emergency Management and Climate Readiness

(the "**Province**")

AND:

TOWN OF LADYSMITH

(the "**Recipient**")

WHEREAS:

- A. The Province has agreed to contribute funding to the Recipient to support its implementation of the Indigenous Engagement Requirements in the Emergency and Disaster Management Act; and
- B. The Province and the Recipient wish to set out the terms and conditions respecting the Province's contribution in this Agreement.

NOW THEREFORE in consideration of the premises and covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties agree as follows:

DEFINITIONS

1.01 In this Agreement:

- (a) "Agreement" means this contribution agreement, including the schedules attached to it and forming part of it, all as may be amended, restated, replaced or supplemented from time to time;
- (b) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (c) "Contribution" means the funds paid or payable by the Province to the Recipient pursuant to this Agreement;

- (d) "EDMA" means the Emergency and Disaster Management Act, S.B.C. 2023, c.37;
- (e) "Effective Date" means the date indicated on the first page of this Agreement;
- (f) "Eligible Activity" means an activity eligible for funding under the Indigenous Engagement Requirements Funding Program, as further described in Schedule A;
- (g) "Event of Default" means any event of default described in section 11.01 of this Agreement;
- (h) "FAA" means the *Financial Administration Act*, R.S.B.C. 1996, c.138;
- (i) "Indigenous Engagement Requirements" means the requirements in the EDMA for municipality and regional district engagement with Indigenous governing bodies, including consultation and cooperation, and considerations related to Indigenous knowledge and cultural safety;
- (j) "Indigenous governing body" has the same meaning as in section 1(1) of the *Declaration on the Rights of Indigenous Peoples Act*, S.B.C. 2019, c. 44
- (k) "Project" means the Eligible Activity(ies) chosen by the Recipient as indicated in Schedule B;
- (l) "Reports" means the reports provided by the Recipient to the Province in accordance with section 5.01;
- (m) "Term" means the term of this Agreement described in section 2.01; and
- (n) "Termination Date" has the meaning set out in section 2.01.

1.02 Capitalized terms defined in the recitals to this Agreement and used in this Agreement have the definitions given in the recitals.

TERM

2.01 The term of this Agreement commences on the Effective Date and ends on the earlier of **March 31, 2025** or the date on which this agreement is terminated in accordance with section 11.02 (the "**Termination Date**").

CONTRIBUTION

- 3.01 The Contribution consists of a single payment of \$48,000 to be used by the Recipient for the Project in accordance with this Agreement.
- 3.02 The Province will provide the Contribution to the Recipient within 30 days of the Agreement being signed by both parties.
- 3.03 Notwithstanding any other provision of this Agreement, in no event will the Province be or become obligated to pay to the Recipient pursuant to this Agreement an amount exceeding the Contribution.

STIPULATIONS

- 4.01 The Recipient must apply the Contribution solely for the purposes of the Project and in accordance with the specifications and other requirements set out in Schedule B.
- 4.02 Without limiting section 11.02 or any other right of the Province in law or in equity, the Province may require the Recipient to pay to the Province any amount of the Contribution which the Recipient has used in contravention of section 4.01.
- 4.03 The Recipient must repay to the Province within **60** days of the Termination Date any portion of the Contribution that has not been expended by the Recipient for the Project on the Termination Date, unless otherwise agreed in writing by the Province.

REPORTS

- 5.01 The Recipient will provide the Reports in accordance with **Schedule A**.
- 5.02 The Recipient hereby grants to the Province a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of the Reports, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute all or any part of the Reports, and the right to sublicense or assign to third-parties any or all of these rights. Upon the Province's request, the Recipient must provide the Province with documents satisfactory to the Province that irrevocably waive in the Province's favour, and in favour of its sublicensees or assigns, any moral rights that the Recipient (or its employees) or its contractors (or their employees) have in the Reports.

- 5.03 The Recipient will not include any information in the Reports which constitutes "personal information" within the meaning of the *Freedom of Information and Protection of Privacy Act* (British Columbia).
- 5.04 The Recipient will provide copies of its annual public reports to the Province, if any.

AUDIT

- 6.01 The Recipient will establish and maintain for a period of not less than seven years from the expiration or termination of this Agreement accurate books of account and records, following generally accepted accounting principles, in relation to the Project, including but not limited to: all expenditures and revenues, all contracts and agreements, invoices, receipts and other records relating to Recipient's use and expenditure of the Contribution.
- 6.02 The Recipient will grant the Province and its agents access, at any reasonable time and on reasonable notice to the Recipient, to the Recipient's premises to inspect and, at the Province's discretion, copy any of the records referenced under section 6.01. The Recipient will provide reasonable assistance to the Province to allow the Province to exercise its rights under this section.

INDEMNITY

- 7.01 The Recipient agrees to indemnify and save harmless the Province and its employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time during or following the Term which are based upon, arise out of or occur, directly or indirectly, by reason of, (a) any breach or inaccuracy of any representation or warranty made by the Recipient in this Agreement; or (b) any breach or failure by the Recipient to perform or fulfil any covenant, condition, or obligation of the Recipient contained in this Agreement; or (c) any act or omission by the Recipient or by any of the Recipient's agents, employees, officers, directors or subcontractors in connection with this Agreement, including any act or omission that results in a third party intellectual property infringement claim against the Province.

PUBLIC STATEMENTS

- 8.01 The Recipient will not make any public statements or communications about the Contribution or otherwise with respect to this Agreement or any Province involvement in the Project without the Province's prior written approval, which may be withheld by the Province at its discretion.

8.02 The Recipient will ensure that the Province

- (a) is provided all relevant materials in advance of any approval referenced in section 8.01;
- (b) is given a reasonable opportunity to review such materials; and
- (c) gives its prior approval regarding the content and timing of all such public communications.

PROVINCE INTELLECTUAL PROPERTY

9.01 The Recipient will not use any logo, trademark, official mark or other branding of the Province (collectively, "**Branding**") except and in accordance with the Province's prior written approval. Any and all use by the Recipient of any Branding will be in the form provided by the Province and will comply with the graphic standards and any conditions communicated by the Province to the Recipient from time to time.

REPRESENTATIONS AND WARRANTIES

10.01 The Recipient represents and warrants to the Province, with the intent that the Province will rely on such representations and warranties in entering into this Agreement, that:

- (a) it is a municipality or regional district, as the case may be, duly incorporated under applicable legislation;
- (b) it has the power and capacity to accept, execute and deliver this Agreement, and the execution of this Agreement has been duly and validly authorized by all necessary proceedings under applicable legislation and bylaws;
- (c) this Agreement is binding upon, and enforceable against, the Recipient in accordance with its terms;
- (d) all information, certificates, statements, documents and Reports furnished or submitted by the Recipient in connection with this Agreement will be true and accurate on the date of delivery and will remain true and accurate throughout the Term;
- (e) the Recipient has sufficient trained staff and resources in place to fulfil its obligations under this Agreement;

- (f) the Recipient will administer the Contribution for the Project in compliance with its covenants and obligations under this Agreement; and
 - (g) there are no actions or proceedings pending (including appeals or applications for review) or to its knowledge threatened, before any court, arbitrator, administrative agency, or governmental body which, if determined against it, would result in a change occurring in its properties, assets, condition (financial or otherwise), business or operations which would materially adversely affect its ability to fulfil its obligations under this Agreement.
- 10.02 If any representation, warranty, certificate, document or Report becomes untrue or inaccurate during the Term, the Recipient shall promptly advise the Province.
- 10.03 The provisions of sections 10.01 and 10.02 will continue in full force and effect notwithstanding the fulfillment by the Recipient of any or all of its obligations under this Agreement or the grant by the Province to the Recipient of any or all of the monies that the Province has agreed to provide to the Recipient pursuant to this Agreement.

DEFAULT

- 11.01 Any of the following will constitute an Event of Default of the Recipient under this Agreement:
- (a) The Recipient fails to comply with a provision of this Agreement;
 - (b) any representation or warranty made by the Recipient in this Agreement is untrue or inaccurate;
 - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is materially untrue or inaccurate;
 - (d) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfil its obligations under this Agreement;
 - (e) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency; and

- (f) the Recipient substantially ceases to operate in accordance with its established mandate.
- 11.02 If an Event of Default occurs the Province may at its discretion and without limitation:
- (a) terminate this Agreement by written notice from the Province to the Recipient;
 - (b) if the Province believes, in its discretion, that the Event of Default is capable of being cured by the Recipient:
 - (i) by written notice to the Recipient, require that the Event of Default be remedied within a time period specified in the notice;
 - (ii) the Recipient must provide the Province with written notice of such cure by the conclusion of the time period specified in the notice and include, in particularity and in detail, reasonable detail of how the Event of Default has been cured; and
 - (iii) any failure by the Recipient to rectify such Event of Default within the time period specified in the notice to the Province's satisfaction, as determined by the Province in its discretion, will be a breach of this Agreement by the Recipient;
 - (c) specify amounts, not to exceed in total the Contribution, that have not been accounted for and applied by the Recipient, that, within 30 business days of actual or deemed receipt by the Recipient of notice given by the Province to the Recipient, will become due and be payable by the Recipient to the Province;
 - (d) require the Recipient to make public the fact that an Event of Default has occurred; and
 - (e) pursue any remedy or take any action available to it at law or in equity.

NOTICES

- 12.01 Any notice, document, statement, report or demand desired or required to be given or made pursuant to this Agreement must be in writing and may be delivered by courier, by personal delivery or by electronic transmission (including email) from either party as follows:
- (a) if to the Province:

Partnerships, Engagement and Legislation Division
Ministry of Emergency Management and Climate Readiness
Block A, Suite 200 – 2261 Keating Cross Road
VICTORIA British Columbia
V8M 2A5
Email: EMCR.IERFunding@gov.bc.ca
Attention: Executive Director, Indigenous Agreements

(b) and if to the Recipient:

Town of Ladysmith
PO Box 220
Ladysmith, BC
V9G 1A2
Email: amccarrick@ladysmith.ca
Attention: Allison McCarrick, Chief Administrative Officer

Any such communication will be conclusively deemed validly given to and received by the intended recipient on the day on which it was so delivered or transmitted unless received after 5:00 pm (local time in the place of receipt) in which case it will be deemed to be given on the next business day.

12.02 Either party may, from time to time, give written notice to the other party of any change of address or email of the party giving such notice and after the giving of such notice, the address or email therein specified will, for purposes of this Agreement be conclusively deemed to be the address or email of the party giving such notice.

APPROPRIATION

13.01 Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Recipient pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the FAA, to enable the Province in any fiscal year or part thereof when any such payment may be required, to make that payment; and
- (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in section 13.01(a).

RELATIONSHIP

- 14.01 No partnership, joint venture, agency, or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 14.02 The Recipient will not be a dependant contractor or employee of the Province under this Agreement.
- 14.03 The Recipient will not, in any manner whatsoever, commit or purport to commit the Province to the payment of money to any person, firm or corporation in connection with this Agreement.

NON-WAIVER

- 15.01 No term or condition of this Agreement and no breach by one party of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the other party.
- 15.02 The written waiver by one party of any breach by the other party of any term or condition of this Agreement will not be deemed a waiver of such term or condition or of any subsequent breach by the other party of the same or any other term or condition of this Agreement.

ENTIRE AGREEMENT

- 16.01 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

FURTHER ACTS AND ASSURANCES

- 17.01 Each of the parties will, upon the reasonable request of the other, make, do, execute, or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.

TIME OF ESSENCE

- 18.01 Time will be of the essence of this Agreement.

SURVIVAL OF PROVISIONS

- 19.01 Sections 3.01, 3.03, 4.01, 4.02, 4.03, 5.01, 5.02, 5.03, 6.01, 6.02, 7.01, 8.01, 8.02, 9.01, 10.01, 10.02, 10.03, 11.01, 11.02, 12.01, 12.02, 13.01, 14.01, 14.02, 14.03, 15.01, 15.02, 17.01, 19.01, 20.01, 20.08, 22.01, 22.02, 22.03 and any other

sections of this Agreement which by their nature are intended to survive the termination of this Agreement and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

INTERPRETATION

- 20.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 20.02 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit, or enlarge the scope of any provision of this Agreement.
- 20.03 Any reference to a statute in this Agreement, whether or not that statute has been defined, includes all regulations at any time made under or pursuant to that statute and amendments to that statute.
- 20.04 This Agreement will be interpreted and construed with such changes in number and gender as the context so requires.
- 20.05 If any provision in this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, it will be severable from this Agreement and the remaining provisions will not be affected and will continue in full force and effect to the extent permitted by law.
- 20.06 Any reference to the Province's "discretion" means the Province's sole, absolute and unfettered discretion.
- 20.07 The terms "section" and "schedule" refer to sections and schedules within this Agreement.
- 20.08 Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or the Recipient of any statutory power or duty.

ASSIGNMENT

- 21.01 The Recipient will not, without the prior written consent of the Province assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement.
- 21.02 This Agreement will enure to the benefit of and be binding upon the Recipient and its successors and permitted assigns and the Province and its assigns.

DISPUTE RESOLUTION

22.01 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* (British Columbia) and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator;
 - (iii) British Columbia law is the applicable law; and
 - (iv) the decision of the arbitrator will be final and binding on the parties.

22.02 Unless the parties otherwise agree in writing, an arbitration or mediation under section 22.01 will be held in Victoria, British Columbia.

22.03 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 22.01 other than those costs relating to the production of expert evidence or representation by counsel.

COUNTERPARTS AND ELECTRONIC DELIVERY

23.01 This Agreement may be entered into by each party signing a separate copy of this Agreement and delivering it to the other party. When taken together, they will be treated as one and the same agreement. Delivery of a signature page by electronic means (including by facsimile or in PDF format) will be as valid and effective as delivery of an original. A party that delivers a signature page by electronic means agrees to provide an original signed counterpart if requested to do so by the other party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as set out below.

SIGNED on behalf of His Majesty the)
King in Right of the Province of)
British Columbia by a duly authorized)
representative of the Minister of)
Emergency Management and Climate)
Readiness)
this ____ day of _____2024)
)

For the Province

Print Name

SIGNED on behalf of the Recipient)
by a duly authorized representative)
this ____ day of _____2024)
)

For the Recipient

Print Name

Print Title (If Applicable)

Schedule A

Eligible Activities and Reporting Requirements

The Recipient will choose Eligible Activity(ies) listed in Schedule B towards which the Recipient will apply the Contribution. If an activity is not listed, the Recipient must provide a written description in Schedule B of the intended activity that the Contribution will be applied to.

The choice of Eligible Activity(ies), and activities identified by the Recipient, will make up Schedule B and is the Project for which the Contribution may be applied.

If after Agreement signing there are changes to the Project (Schedule B) originally submitted, the Recipient will email the Province at EMCR.IERFunding@gov.bc.ca with details of the proposed changes.

Optional Survey

In September 2024, Recipient will be requested to fill out an online survey, as part of initial review of the Indigenous Engagement Requirements Funding Program. In this survey the Recipient will share which Indigenous engagement requirements (activities) they worked towards implementing (how, and with whom).

Reporting Requirements

Reporting requirements are to support management and evaluation of the funding program. If the Recipient has chosen to pool Contribution funds with other Recipients, reporting requirement obligations may be shared.

Final Reporting

The Recipient must provide the Province with a final report that summarizes the outcome(s) and work completed, including financial reporting, on the selected Project(s). The final report will be required by March 31, 2025. In February 2025, the Province will provide material to support this report, including instructions and a template.

Adhoc Reporting

The Recipient must make all reasonable efforts to respond to ad-hoc requests by the Province for information on Project progress. The Recipient must also advise the Province immediately of any substantial events that could impact the Project timeline.

Schedule B

Project – Eligible Activity Intake Form

The Province will support activities that are responsive to other identified needs, and amendment to activities (scope change), as well as collaborative efforts through pooling of funds, that will assist with development and implementation of emergency management plans, and the inclusion of cultural safety and Indigenous knowledge in any or all phases of emergency management.

Eligible activities include (but are not limited to) the following:

1) Consultation and Coordination		
1a	<input checked="" type="checkbox"/>	Activities where local authorities contact or engage with Indigenous governing bodies and make reasonable efforts to reach agreement on the areas to be described in local authority emergency management plans for the purposes of consultation and cooperation” under s.120 of EDMA.
1b	<input checked="" type="checkbox"/>	Engagements to discuss, confirm and document communication protocols that help local authorities understand which entities to consult, engage, coordinate, and cooperate with, when and how, through any or all phases of emergency management.

2) Relationship Building		
2a	<input checked="" type="checkbox"/>	Activities that strengthen and develop relationships between Indigenous governing bodies and local authorities, and support collaboration in emergency management.
2b	<input type="checkbox"/>	Collaboratively developed or delivered training and preparedness initiatives, to support shared understanding of respective emergency management practices.

3) Planning		
3a	<input checked="" type="checkbox"/>	Activities that support collaboration in developing emergency management plans and/or risk assessments; for example, engagements to explore how to incorporate cultural safety and Indigenous knowledge, or how to identify and reduce disproportionate impacts in plans and/or risk assessments.

3b	<input checked="" type="checkbox"/>	Activities related to meeting consultation and cooperation requirements related to preparing, reviewing, and revising risk assessments or emergency management plans.
----	-------------------------------------	---

4) Reconciliation and capacity building		
4a	<input checked="" type="checkbox"/>	Activities that support local reconciliation efforts such as meetings, engagements, and training, including building understanding of cultural safety and the integration of Indigenous knowledge in emergency management.
4b	<input checked="" type="checkbox"/>	Activities that enable self-determination, and governance of emergency management programs and services.
4c	<input type="checkbox"/>	Planning for and delivering cultural safety and humility training to local emergency management staff and volunteers.
4d	<input type="checkbox"/>	Activities that support First Nations establishing an Indigenous governing body for purposes of emergency management.

5) Agreement Building		
5a	<input checked="" type="checkbox"/>	Activities to develop formal agreements about communications protocols that help local authorities understand which entities to consult, engage, coordinate, and cooperate with, when and how, through any or all phases of emergency management.
5b	<input type="checkbox"/>	Meeting to review the effectiveness of agreements.

6) Proposed Activity Description Relating to IER, if Not Listed Above		

Proposed Activity Description Relating to IER if Not Listed (Continued)

--