

THE CORPORATION OF THE CITY OF COURTENAY
NOTICE OF
COMMITTEE OF THE WHOLE MEETING

*We respectfully acknowledge that the land on which we gather is the
unceded traditional territory of the K'ómoks First Nation*

DATE: Monday, March 25, 2019
PLACE: City Hall Council Chambers
TIME: 4:00 p.m.

AGENDA

K'OMOKS FIRST NATION ACKNOWLEDGEMENT

Pg #

1.00 STAFF REPORTS/PRESENTATIONS

- | | |
|---|-------------------------------------------------------------------------------------------------------|
| 1 | 1. Opioid Awareness and Memorial Display - Judith Conway Service Provider Agreement |
| 7 | 2. Comox Valley Art Gallery Society - Centre for the Arts Second Floor Lease |
| | 3. Municipal Natural Assets Initiative (MNAI) Update and Presentation facilitated by Roy Brooke, MNAI |

2.00 RESOLUTIONS OF COUNCIL

1. Councillor Hillian Resolution - Corporate Business Conferences and Training

Whereas Council policy requires a resolution to support attendance at conferences and training events other than AVICC, FCM and UBCM, and, whereas there are budgetary limits on Councillor attendance at such events;

Therefore be it resolved that, subject to budget, Council endorses participation for those planning to attend the upcoming Columbia Institute Centre for Civic Governance Forum and the Vancouver Island Symposium on Water Stewardship in a Changing Climate.
<https://www.civicgovernance.ca/save-the-date-2019-high-ground-centre-for-civic-governance-forum/>
<https://www.civicinfo.bc.ca/event/2019/Parksville-Water-Stewardship-Symposium>

2. Councillor Hillian Resolution - Homelessness Day Centre Support Program

Whereas there continues to be need for a day centre to serve citizens who are homeless to facilitate their connection to services and shelter; and

Whereas the City of Courtenay may have an opportunity to partner with the agencies within the Coalition to End Homelessness, which has access to funding to operate such a centre;

Therefore be in resolved that staff explore this opportunity and provide a report to Council with the goal of facilitating the opening of a day centre program by September of 2019.

3. In Camera Meeting

That notice is hereby given that a Special In-Camera meeting closed to the public will be held March 25th, 2019 at the conclusion of the Committee of the Whole Meeting pursuant to the following sub-sections of the *Community Charter*:

- 90 (1) (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.

3.00 ADJOURNMENT



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 4900-20 Opioid

From: Chief Administrative Officer

Date: March 25, 2019

Subject: **Opioid Awareness and Memorial Display - Judith Conway Service Provider Agreement**

PURPOSE:

The purpose of this report is for Council to consider entering into a service provider agreement with Judith Conway for the Opioid Awareness and Memorial Display installation for a term of one month at the Courtenay Airpark. The approval is required for the City to obtain commercial general liability insurance coverage for the installation.

CAO RECOMMENDATIONS:

That based on the March 25, 2019 staff report "**Opioid Awareness and Memorial Display - Judith Conway Service Provider Agreement**", Council approve **OPTION 1** and establish a Service Provider Agreement between the City of Courtenay and Judith Conway with the date as set out in the Service Provider Agreement; and

That the Mayor and the Director of Legislative and Corporate Services be authorized to execute the agreement on behalf of the City.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

At the March 4, 2019 council meeting, Council approved Ms. Conway's request to erect a memorial display at the Courtenay Airpark in order to bring awareness of the drug overdose crisis in Canada to Comox Valley residents during the month of May 2019.

DISCUSSION:

Although the nature of the activity would involve a low level of associated risk, the Municipal Insurance Association of BC recommends a minimum level of insurance to protect the City from potential third party claims as a result of the installation. Since Ms. Conway does not have commercial liability insurance coverage for the display, the City may choose to extend coverage to Ms. Conway by entering into a service

provider agreement designating Ms. Conway as an associate member during the term of the installation. The service provider agreement must be approved by council resolution.

The term of the Agreement is from the 28th day of April, 2019 to the 7th day of June, 2019 to allow for extra time for installation and removal.

The City would be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments.

FINANCIAL IMPLICATIONS:

The addition of Ms. Conway as an associate member during the term of the installation to the City's liability insurance policy would cost \$50.

ADMINISTRATIVE IMPLICATIONS:

The Recreation and Cultural Services Department would administer the service provider agreement and arrange for the associate members insurance through MIABC. This would require two hours of staff time.

ASSET MANAGEMENT IMPLICATIONS:

No implications.

STRATEGIC PRIORITIES REFERENCE:

The following strategic priorities will apply:

We continually invest in our key relationships

- Value and recognize the importance of our volunteers
- ■ Consider effective ways to engage with and partner for the health and safety of the community
- ▲ Continue to support Arts and Culture

● **AREA OF CONTROL:** The policy, works and programming matters that fall within Council's jurisdictional authority to act

▲ **AREA OF INFLUENCE:** Matters that fall within shared or agreed jurisdiction between Council and another government or party

■ **AREA OF CONCERN:** Matters of interest that are outside Council's jurisdictional authority to act

OFFICIAL COMMUNITY PLAN REFERENCE:

The OCP identifies the following vision:

The vision for the City of Courtenay is for a City that is unique and different from other communities. It is to become the most liveable community in the province. It can be expressed as having:

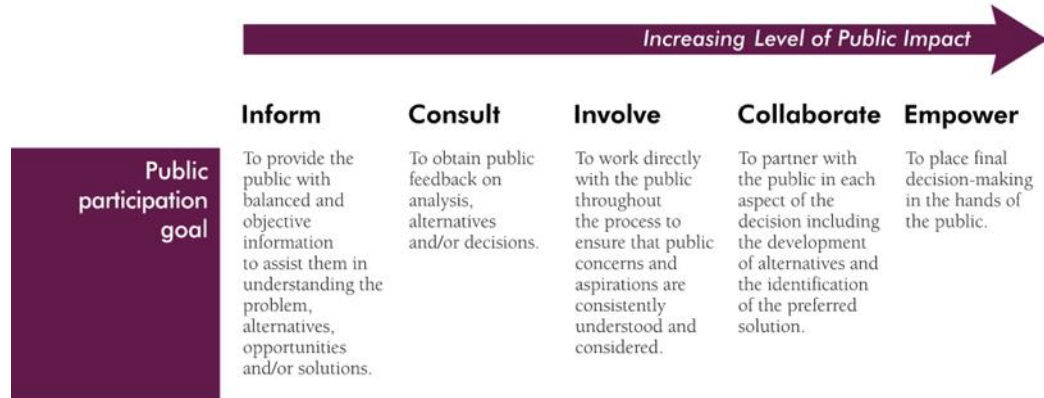
- *an inclusive, open and caring community*

REGIONAL GROWTH STRATEGY REFERENCE:

No specific reference

CITIZEN/PUBLIC ENGAGEMENT:

Staff have **consulted** with the community through the Community Drug Strategy Committee identified above as identified in the *IAP2 Spectrum of Public Participation*.



OPTIONS:

1. Council approves the Service Provider Agreement between the City of Courtenay and Judith Conway with the date as set out in the Service Provider Agreement; and

That the Mayor and the Director of Legislative and Corporate Services be authorized to execute the agreement on behalf of the City.

2. Council not approve the Service Provider Agreement between the City of Courtenay and Judith Conway.

Prepared by:

Dave Snider *BCSLA*

Director of Recreation and Cultural Services

Attachments:

1. Service Provider Agreement



MUNICIPAL INSURANCE ASSOCIATION
OF BRITISH COLUMBIA

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (the “Agreement”) is made and entered into this ____ day of _____, _____ by and in between The Corporation of the City of Courtenay (the “Local Government”) and Judith Conway (the “Service Provider”).

The Service Provider agrees to provide the following services for or on behalf of the Local Government:

Erect a memorial display at the Courtenay Airpark in order to bring awareness of the drug overdose crisis in Canada to Comox Valley residents during the month of May 2019.

The term of the Agreement is from the 28th day of April, 2019 and the 7th day of June, 2019.

The term of the Agreement is perpetual commencing the ____ day of _____, _____.

While providing the agreed service, the Service Provider agrees to comply with: all applicable laws, rules and regulations; the practices, procedures and policies of the Local Government; and any special instructions given to the Service Provider by representative(s) of the Local Government. The Local Government agrees to obtain commercial general liability insurance coverage from the Municipal Insurance Association of British Columbia (MIABC) naming the Service Provider 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 Service Provider agrees to carry its own statutory worker’s compensation insurance and automobile liability insurance, if appropriate.

The Service Provider agrees to indemnify, defend and hold harmless the Local Government, its agents, servants, employees, trustees, officers and representatives from any liability, loss or damage which the Local Government may suffer as a result of any claims, demands, costs, actions, causes of actions, or judgments, including legal fees, asserted against or incurred by the Local Government arising out of, during, or as a result of the provision of services outlined in the Agreement except such liability, loss, or damage which is the result of, or arising out of, the sole negligence of the Local Government or that is covered by the MIABC liability insurance policy.

- The Local Government agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments.
- The Service Provider agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments.

The Local Government reserves the right to terminate this Agreement and the associated commercial general liability insurance coverage provided to the Service Provider by the MIABC at any time upon written notification to the Service Provider of the termination.

ON BEHALF OF CITY OF COURTENAY:

SERVICE PROVIDER:

Bob Wells, Mayor

Judith Conway

John Ward, Director of Legislative and Corporate Services

Date: _____

Date: _____



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 2380-20 CVAGS

From: Chief Administrative Officer

Date: March 25, 2019

Subject: Comox Valley Art Gallery Society - Centre For the Arts Second Floor Lease

PURPOSE:

The purpose of the report is to request approval for the lease of municipal property for use by the Comox Valley Art Gallery Society on the second floor of the Centre for the Arts located at 580 Duncan Avenue, Courtenay.

POLICY ANALYSIS:

The *Community Charter*, section 26 and section 24 authorizes the City to enter into a lease or licence of occupation for the purpose of disposition of land, or any interest or right in or with respect to land owned by the City for less than market value, subsequent to the publishing of notice of the proposed disposition in accordance with section 94. Council is responsible for approving and authorizing the execution of such licence agreements.

CAO RECOMMENDATIONS:

Based on the March 25, 2019 staff report, "Comox Valley Art Gallery Society Centre For the Arts Second Floor Lease", subsequent to the publication of notice, Council approve Option 1 and authorize the Mayor and the Director of Legislative and Corporate Services to execute the attached lease with respect to the municipally owned property located at 580 Duncan Avenue, Courtenay on lands having a legal description of of P.I.D. 028-799-925 Lot B, Section 61, Comox District Plan EPP15696.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

Community Futures Strathcona (CFS) terminated their lease at the end of December 2018 and has vacated the second floor office. CFS kept this office as a satellite meeting location to their main office in Campbell River prior to termination of the lease.

The City currently leases individual offices (approximately +/- 130 square feet) to several community cultural organizations such as Comox Valley Exhibition Association, Comox Valley Art Council, and Comox Youth Music Centre. Each office lease includes the use of a common boardroom which can be booked on a first come first serve basis and a shared kitchen area and public washrooms.

DISCUSSION:

The Comox Valley Art Gallery Society is a core cultural partner to the City. The Society currently holds a five year licence of occupation for the main floor of the Centre For the Arts to manage and operate the Art Gallery.

Comox Valley Art Gallery Society has made a request to occupy office #203 of approximately 132 SF. The Art Gallery is in need of administrative office space in addition to the space they occupy on the main floor of the Centre For the Arts.

The office lease will be at a gross lease rate of \$13.50 per square foot and the term would start April 1st 2019 and end July 30, 2022 (to coincide with their existing licence to occupy the main floor) with an option to renew for an additional term of five years at the end of the initial lease term.

Office space is currently being leased at a fair market rate between \$11-\$16 per square foot.

Acknowledging that the Society is a core cultural partner to the City, Council may consider extending the licence of occupation to include the 2nd floor office in lieu of entering a lease.

FINANCIAL IMPLICATIONS:

Should Council approve the lease as is, the annual gross rental revenue will be \$1,782.00 per year plus G.S.T.

The cost of publishing notice would be \$600.00.

ADMINISTRATIVE IMPLICATIONS:

The lease will be administered through the Recreation and Cultural Services Department. There will be minimal staff time required to oversee the lease.

ASSET MANAGEMENT IMPLICATIONS:

The Centre For the Arts will be maintaining an existing level of service if Council approves the lease.

STRATEGIC PRIORITIES REFERENCE:

The following section of the City of Courtenay 2019-2021 Strategic Priorities applies:

We actively pursue vibrant economic development

- ▲ Continue to support Arts and Culture

OFFICIAL COMMUNITY PLAN REFERENCE:

4.1.3 Policies

1. That Council support and promote a downtown location for:

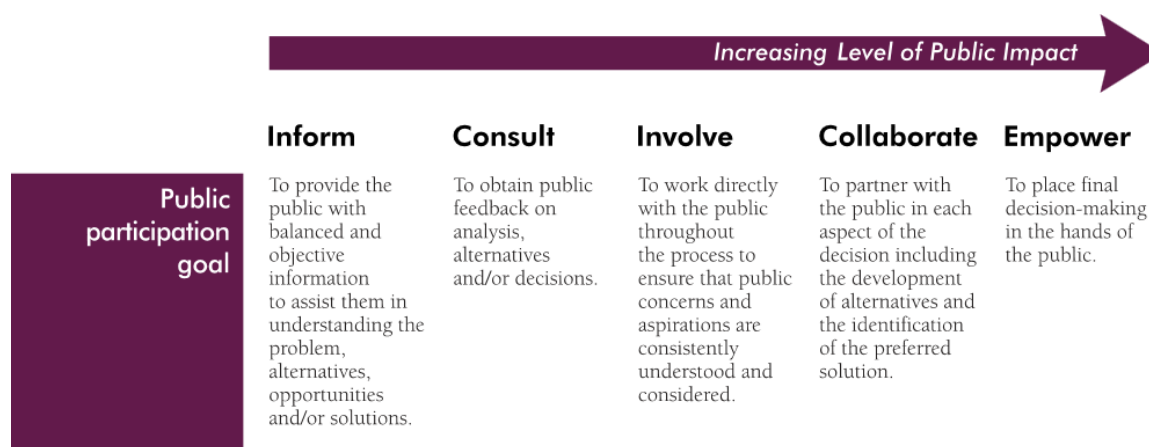
- uses such as the library, courthouse, museum, performing arts centre, city hall, police station, recreation and community centres, public art gallery, health unit, school district offices, Regional District offices, churches and care facilities, banks and credit unions: civic uses will serve to reinforce the existing retail, service and office component downtown;

REGIONAL GROWTH STRATEGY REFERENCE:

Not referenced.

CITIZEN/PUBLIC ENGAGEMENT:

With the disposition of land, council is required to post notice in local newspapers pursuant to section 26 and 92 of the *Community Charter*. This notice will inform the public as identified in the *IAP2 Spectrum of Public Participation*.



OPTIONS:

Option 1: Council authorize the Mayor and the Director of Legislative and Corporate Services to execute the attached lease subject to statutory public notice with respect to the municipally owned property located at 580 Duncan Avenue, Courtenay on lands having a legal description of of P.I.D. 028-799-925 Lot B, Section 61, Comox District Plan EPP15696.

Option 2: Council authorize the Mayor and the Director of Legislative Services to execute an amended licence of occupation to include the 2nd floor office subject to statutory public notice with respect to the municipally owned property located at 580 Duncan Avenue, Courtenay on lands having a legal description of of P.I.D. 028-799-925 Lot B, Section 61, Comox District Plan EPP15696.

Option 3: That Council not approve the lease and direct staff to find another tenant.

Option 3: That Council not approve the lease, and refer the matter back to Staff for further consideration.

Prepared by:



Dave Snider MBCSLA

Director of Recreation and Cultural Services

Attachments:

Attachment 1 - Lease

OFFICE RENTAL AGREEMENT

BETWEEN:

**THE CORPORATION OF
THE CITY OF COURTENAY**
830 Cliffe Avenue
Courtenay, B.C. V9N 2J7

(the "Landlord")

AND:

COMOX VALLEY ART GALLERY SOCIETY
580 Duncan Avenue
Courtenay, BC V9N 2M7

(the "Tenant")

WHEREAS:

- A. The City owns lands having a civic address of 580 Duncan Avenue, Courtenay, British Columbia, legally described as being a portion of P.I.D. 028-799-925 Lot B, Section 61, Comox District Plan EPP15696;(collectively, "Land") in the building known as the Centre For the Arts (the "Building") has been constructed on the Lands, and is owned by the City.
- B. The Landlord has agreed to lease a portion of the Building to the Tenant (the "Office") #203 located on the 2nd floor of the Building, and the Tenant has agreed to accept that lease, all on the terms and conditions herein set forth.
- C. In accordance with section 26 of the *Community Charter*, the Landlord has published notice in a newspaper of its intention to lease a portion of the Building and Lands to the Tenant.

NOW THEREFORE THIS LEASE WITNESSES that in consideration of the premises and the covenants, agreements, representations, and payments contained in this Lease, the parties covenant and agree with each other as follows:

1. The term of this Agreement is for one (1) year commencing April 1, 2019 and ending on July 30, 2022, subject to further renewal if agreed to by both parties in written form no later than three months before the end of the lease term and for a term of up to five (5) years and at a rent to be agreed upon in accordance with City policies.

2. The Tenant will pay rent on the 1st day of each month to the City, in the amount of ONE HUNDRED THIRTY SEVEN DOLLARS AND FIFTY FOUR CENTS (\$137.50) per month in Canadian dollars plus applicable taxes.
3. The Tenant shall be responsible for all repairs and maintenance related to the Office.
 - a) The Tenant shall not do or permit to be done any act or things which may render void or voidable or conflict with the requirements of any policy or policies of insurance, including any regulations of fire insurance underwriter applicable to such policy or policies, whereby the Lands or the buildings or the contents of the premises of any tenant are insured or which may cause any increase in premium to be paid in respect of any such policy. In the event that any such policy or policies is or are cancelled by reason of any act or omission of the Tenant, the Landlord shall have the right at its option to terminate this lease forthwith by giving written notice of termination to the Tenant, and in the event that the premium to be paid in respect of any such policy is increased by any act or omission of the Tenant, including the use of the premises for the purposes for which they are leased in this lease, the Tenant shall pay to the Landlord the amount by which said premiums shall be so increased, as additional rent.
 - b) The Tenant shall comply with its constitution and bylaws at all times, and shall notify the Landlord whenever a change in the Tenant's constitution or bylaws occurs.
 - c) The Tenant shall reimburse the Landlord for expenses incurred by the Landlord in repairing any damage caused to the Offices or Common Areas, the improvements thereon or any part thereof as a result of the negligence or wilful act of the Tenant, its invitees, licensees, agents or other persons from time to time in or about the Office, the Building or the Lands.
 - d) The Tenant shall not assign or sublet the Office or any part thereof, and shall not permit any business to be conducted in or from the Office or any part thereof, by any licensee or concessionaire without the prior written consent of the Landlord.
 - e) The Tenant hereby releases, indemnifies and saves harmless the Landlord and its elected and appointed officials, officers, employees, agents, successors and assigns from any and all liabilities, damages, costs, claims, suits, or actions (including without limitation, the full amount of all legal fees, costs, charges and expenses whatsoever) directly or indirectly arising from:

- (i) any breach, violation, or non-performance of any covenant, condition or agreement in this lease set forth and contained on the part of the Tenant to be fulfilled, kept, observed and performed;
- (ii) any damage to property in or about the Office, the Land or the Building;

This indemnity shall survive the expiry or sooner determination of this lease.

- j) The Tenant is responsible for insuring all personal property and contents in the Office, to full replacement cost against risk of fire and other risks against which a prudent owner would insure. Without limiting the foregoing, the Tenant shall at its own expense, throughout the term of this lease, secure and maintain in force during the Term of this lease or any renewal thereof:
 - (i) a policy of comprehensive/commercial general liability insurance for the benefit of the Landlord and the Tenant providing coverage for death, bodily injury, property loss, property damage and other potential loss and damage arising out of the Tenant's use and occupation of the Office or the Lands and
 - (ii) product liability insurance to cover any liability that might arise out of the sale of products by the Tenant,

all with an inclusive limit of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence for bodily injury and property damage.

- k) All insurance shall be underwritten by a responsible insurance company or companies licensed to do business in the Province of British Columbia and that meet with the reasonable approval of the Landlord, be upon the terms and conditions satisfactory to the Landlord, shall contain a waiver of segregation clause in favour of the Landlord, and shall contain a clause requiring the insurer not to cancel or change the insurance without first giving the Landlord three days written notice thereof. Copies of all policies shall be delivered to the Landlord upon request.

- l) The Tenant agrees that if it does not provide or maintain in force such insurance, the Landlord may take out the necessary insurance and pay the premium therefore for periods of one year at a time, and the Tenant shall pay to the Landlord as additional rent the amount of such premium immediately upon demand.
 - m) Have the City named as an additional insured and a Cross Liability clause.
4. The Tenant may be permitted to book the 2nd floor boardroom for use on a first come first serve basis through the 2nd floor main tenant – Comox Valley Economic Development Society.
 5. The Tenant will comply with all applicable City building and fire codes, bylaws and regulations, as well as with any internal procedures and rules established by the City.
 6. Any damage to the Office or the Building caused by the Tenant or its invitees will be the Tenant's responsibility. Use of office equipment belonging to the Landlord and/or Comox Valley Economic Development Society will be at the Tenant's sole risk and expense.
 7. No structural repairs or alterations to the Office will be done without the City's prior written consent.
 8. This Agreement will not be assignable, in whole or in part, without the City's prior written consent.
 9. All photocopying, long distance, internet, telephone and other Tenant operational charges will be paid by the Tenant.
 10. If the Tenant fails to pay rent when due or fails to fulfill its other obligations under this Agreement or fails to maintain its good standing as a society, then the City can terminate this Agreement upon five (5) days' written notice.
 11. Either Tenant or Landlord may terminate this lease for any reason provided three (3) months' advance written notice is delivered by either party.
 12. The Tenant will not sublet in whole or in part, the Office, without the City's prior written consent.
 13. If at the expiration of the Term the Tenant shall hold over with the consent of the Landlord, the tenancy of the Tenant shall thereafter, in the absence of written agreement to the contrary, be from month to month, at the same rental as set out in this lease, and shall be subject to all other terms and conditions of this lease.

As evidence of their agreement to be bound by the above terms and conditions, the parties have executed this agreement below, on the respective dates written below.

SIGNED, SEALED AND DELIVERED)
by the City, this ____ day of _____, 2019.)

_____))
Bob Wells, Mayor)

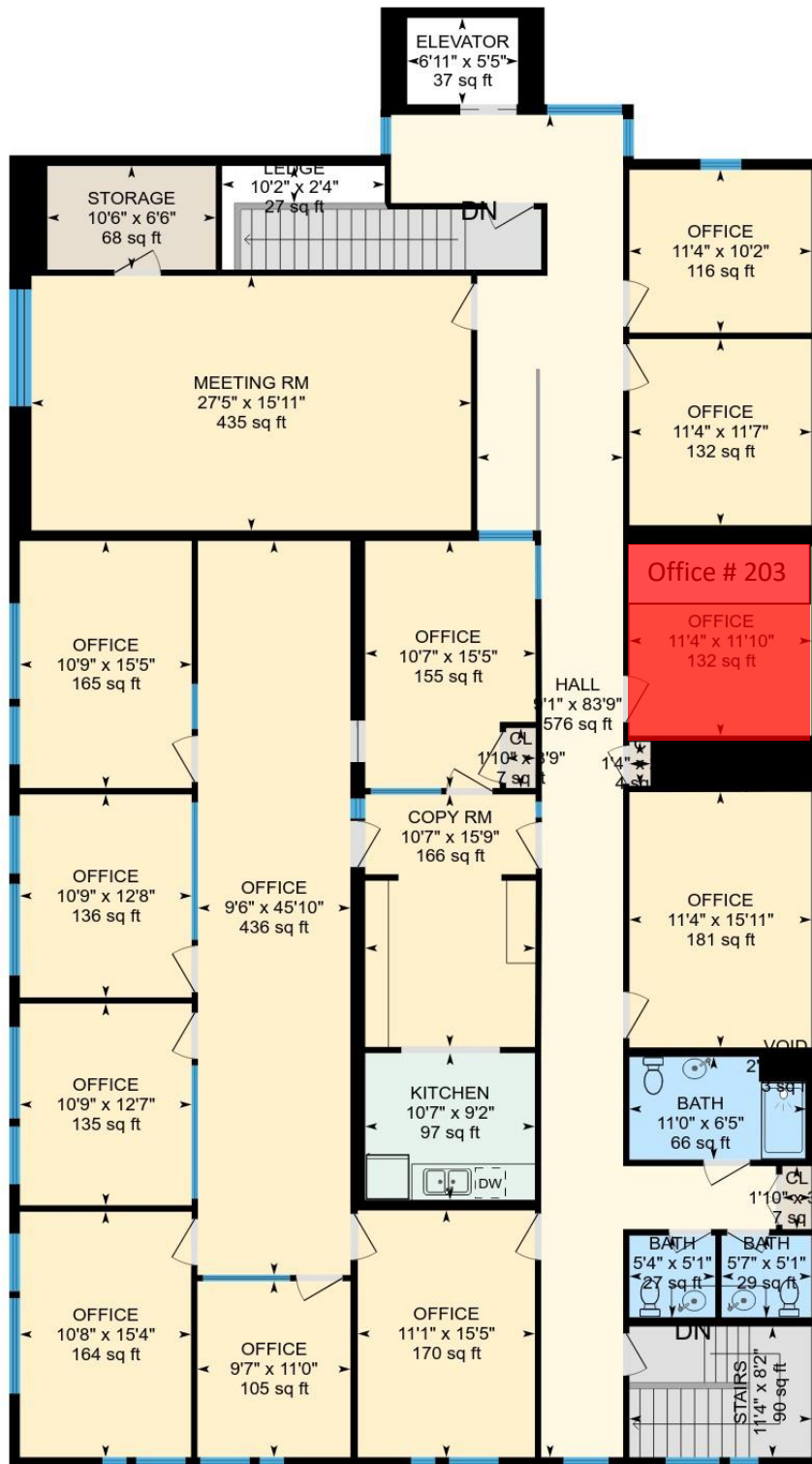
_____))
John Ward, Director of Legislative and)
Corporate Services)

SIGNED, SEALED AND DELIVERED)
by Comox Valley Art Gallery Society,)
this ____ day of _____, 2019.)

_____))
Name:)

_____))
Name:)

Schedule A Office #203



BIGUIDE