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PPS/JP 2012-03

**REPORT TO THE ELECTORAL AREA SERVICES COMMITTEE  
MEETING OF WEDNESDAY, JUNE 20, 2012**

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**SUBJECT      MEMORANDUM OF UNDERSTANDING BETWEEN THE CAPITAL REGIONAL  
DISTRICT AND THE DISTRICT OF SOOKE**

**ISSUE**

To approve revisions to the Memorandum of Understanding (MOU) between the District of Sooke and the Capital Regional District (CRD).

**BACKGROUND**

The purpose of the MOU (attached) is to provide a framework and timelines for reaching agreements on issues raised in the agreement between the District of Sooke and the CRD, to set out policies, procedures and processes for the way in which the District and the Electoral Area will interact from time to time, and to identify areas in which the parties wish to develop further agreements or areas in which existing agreements may be reviewed.

At its meeting of April 4, 2012, the MOU Working Group identified some changes to the MOU.

**ALTERNATIVES**

- 1) To approve the revised MOU between the District of Sooke and the CRD.
- 2) Do not approve the revised MOU between the District of Sooke and the CRD.

**FINANCIAL IMPLICATIONS**

Each party will bear its own costs for the preparation and implementation of the MOU and all other agreements resulting from the MOU. Any financial arrangements between the parties will be fair and equitable.

**CONCLUSION**

The CRD and the District of Sooke acknowledge that the best interests of all persons living in the Electoral Area and the District of Sooke are best served by working together in a spirit of cooperation. Both parties also acknowledge that the residents and ratepayers of each party share a common interest in regional services, common goals for regional sustainability and important geographic areas. The parties share common boundaries. The CRD and District of Sooke recognize that there may be mutually beneficial opportunities for establishing cooperative action plans and agreements through the establishment and maintenance of a positive and meaningful government-to-government relationship which may enhance the economic, recreational and environmental status of the Region and to provide more efficient and affordable services to the two areas.

**RECOMMENDATION**

That the Electoral Area Services Committee:

- 1) Approve the revised Memorandum of Understanding between the District of Sooke and the Capital Regional District.

**\*\*ORIGINAL SIGNED\*\***

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June Klassen, MCIP  
Manager, Local Area Planning

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Robert Lapham, MCIP  
General Manager, Planning & Protective Services  
Concurrence

Attachment: 1

**Memorandum of Understanding** dated for reference the \_\_\_ day of \_\_\_, 2012.

**BETWEEN:**

**District of Sooke**

a municipality in the Province of British Columbia  
2205 Otter Point Road  
Sooke, British Columbia V9Z 1J3  
(the "District")

-and-

**Capital Regional District**

a regional district in the Province of British Columbia  
625 Fisgard Street  
PO Box 1000  
Victoria, British Columbia V8W 2S6  
through its Juan de Fuca Electoral Area Planning Department  
(the "CRD")

**WHEREAS:**

- A. The CRD has a distinct governance authority and responsibility towards the residents and ratepayers of the Juan de Fuca Electoral Area (the "Electoral Area") and the District has a distinct governance authority and responsibility towards its residents and ratepayers, and both the CRD and the District acknowledge that the best interests of all persons living in the District and the Electoral Area are best served by working together in a spirit of cooperation.
- B. The Parties acknowledge that the District and the Electoral Area share common boundaries where the Otter Point Official Community Plan (OCP) sub area, the Rural Resource Lands OCP sub area and the East Sooke OCP sub area abut the District.
- C. The Parties acknowledge that the residents and ratepayers of each Party share a common interest in regional services, common goals for regional sustainability and important geographic areas.
- D. The Parties recognize that there may be mutually beneficial opportunities for establishing cooperative action plans and agreements through the establishment and maintenance of a positive and meaningful government-to-government relationship.

E. The Parties recognize that there may be mutually beneficial opportunities to enhance the economic, recreational and environmental status of the Region and to provide more efficient and affordable services to the identified areas through the establishment and maintenance of a cooperative and information sharing relationship.

**NOW THEREFORE the Parties enter into this Memorandum of Understanding.**

## **1.0 PURPOSE**

The Purpose of this Memorandum of Understanding (MOU) is to provide a framework and timelines for reaching agreements on issues raised in this Agreement, to set out policies, procedures and processes for the way in which the District and the Electoral Area will interact from time to time, and to identify areas in which the Parties wish to develop further agreements or areas in which existing agreements may be reviewed.

## **2.0 MOU WORKING GROUP**

2.1 Immediately after the signing of this MOU, a permanent MOU Working Group will be formed, comprising:

- i. The Mayor of the District;
- ii. The Director for the Juan de Fuca Electoral Area;
- iii. One District Councillor nominated by the Mayor;
- iv. One resident or ratepayer to represent the District nominated by the Mayor;
- v. One resident or ratepayer to represent East Sooke and one resident or ratepayer to represent Otter Point, each nominated by the Electoral Area Director;
- vi. One staff member from each of the District and the Electoral Area Planning department, nominated by the Mayor and Electoral Area Director respectively.

2.2 The Director and Mayor may agree to appoint alternate members and/or additional members to the MOU Working Group as necessary to ensure that the work of the Group continues.

2.3 The MOU Working Group will meet to carry out its commitments under this Agreement, to review and consider matters brought to the Group by the Mayor and Electoral Area Director.

2.4 The MOU Working Group will:

- i. Develop procedures governing frequency, timing, location and record keeping of matters arising out of its meetings.
- ii. Meet as soon as it is reasonably practicable after the signing of this MOU to discuss the process for implementation of matters included in this Agreement and thereafter meet as arranged at the previous meeting or at the call of the Mayor or Director.
- iii. Meet as required to discuss reviews of, potential amendments to, or the need for termination of this MOU.

2.5 The MOU Working Group will also use reasonable efforts to:

- i. Meet at least once in each calendar year, and more frequently as it may consider necessary to carry out its responsibilities under this MOU, at the call of the Mayor or Electoral Area Director.

**3.0 AREAS OF INTEREST**

3.1 Provision of Services

- i. Pursuant to the Purpose (Section 1.0), the District and the Electoral Area commit to develop and/or update agreements on the provision of efficient and affordable common services to residents and businesses of the region where it is jointly agreed to do so.
- ii. The Parties are committed to the discussion and formulation of potential new agreements between the District and the Electoral Area regarding provision of common services, and to support groups working on existing agreements when requested to do so (ex. fire protection and emergency preparedness).
- iii. The District and the Electoral Area have common interests in services such as protective and emergency response, recreation centre, museum, library, transit and social services. The District and the Electoral Area may wish from time to time to collaborate or coordinate when dealing with issues arising from such services and the MOU working group will facilitate such collaboration and cooperation.
- iv. The MOU Working Group will discuss processes and timelines for the development of any other agreements related to servicing or planning that the Parties consider will support the Purposes of the MOU.

### 3.2 Land Use Planning, Development and Environmental Concerns

- i. Pursuant to the Purpose (Section 1.0), the District and the Electoral Area commit to coordinate planning and consideration of each other's interest with respect to planning for development and infrastructure and addressing environmental concerns affecting both the District and Electoral Area.
- ii. Without limiting other content, the Group may address matters including consultation and information exchange on the development of community plans, zoning, and land use bylaws, planning processes, land servicing issues generally, and environmental impacts from land use decisions. Specifically, consideration will be given to:
  - planning for cross boundary roads, transit services, cycling facilities and trails;
  - development proposals adjacent to the common boundaries;
  - proposals affecting the Sooke Harbor, Sooke Basin or the Kemp Lake watershed; and
  - any tentative considerations for annexations to the District.

### 3.3 Shared and Cross-Boundary Issues

- i. The District and the Electoral Area have common interests in services provided by third parties including RCMP policing, public library service, public transit, victim services, and others. The District and the Electoral Area wish from time to time to consult and discuss mutual interests with the view to improving services and/or achieving efficiencies for the benefit of all residents.
- ii. The District and the Electoral Area commit to the consideration of each other's interests with respect to planning and development which have the potential to create cross border impacts on each other, for example, traffic generation.

### 3.4 Economic Development Opportunities

- i. Pursuant to Section 1.0, the District and the Electoral Area wish from time to time to identify and foster economic opportunities in the region to improve the quality of life for all its residents, and to collaborate on the development and implementation of projects of mutual interest and benefit.
- ii. Without limiting the scope of Paragraph (i), the Parties have to date identified the areas of tourism, recreation and commercial development as having potential opportunities of the kind contemplated in Paragraph (i) of this Section.

- iii. Pursuant to Section 1.0, the District and the Electoral Area commit to arranging joint meetings of the District and Electoral Area Economic Development commissions, the Juan de Fuca Electoral Area Agriculture Advisory Planning Commission, and the Sooke Region Tourism Association to discuss ways and means to identify and co-operate on issues of mutual interest which might include:
  - a. Sharing their respective meeting agendas in order to increase awareness, further discussion and encourage mutual assistance.
  - b. Encouraging each group to nominate one of their respective commissioners to attend each other's meetings from time to time and to act as liaison between the four groups.

#### **4.0 COMMUNICATIONS AND CONFIDENTIALITY**

4.1 The MOU Working Group will meet to discuss and establish procedures addressing:

- i. Confidentiality issues from time to time arising on matters being dealt with under this Agreement.
- ii. Joint and separate public communication on such matters.
- iii. Processes for inter-party communication at various levels between the Director and Mayor, between elected officials, and between staff with the goal of improving and increasing the efficiency of day-to-day operational and political communications between the Parties.
- iv. Timely notification of each other of matters of potential concern or impact to the other Party, including initiatives undertaken by third parties that have come to the attention of either Party.
- v. Regular and emergency information exchange processes, including information on institutional and operational process of both parties and staff or officials in each organization authorized to deal with specific issues.
- vi. Such other matters relating to communications and confidentiality as the MOU Working Group considers will support the objectives of this Agreement.

#### **5.0 DISPUTE AVOIDANCE AND RESOLUTION**

5.1 The Parties are committed to open, honest, and respectful interaction with each other in order to communicate effectively and avoid disputes.

- 5.2 The Parties will seek to avoid disputes relating to this MOU and all other contexts by actively listening to each other's concerns and interests, seeking clarification of issues and statements to avoid misunderstanding, and adopting such other mechanisms and processes that will assist in avoidance of disputes.
- 5.3 In the event of a dispute or disagreement arising out of this Agreement and the processes and commitments arising out of it, the Parties will set the issue aside temporarily until the MOU Working Group next meets.
- 5.4 At the next meeting of the MOU Working Group, the members of the group will review the issue and each other's interests, and discuss means to solve the disagreement to their mutual satisfaction.
- 5.5 If the issue cannot be resolved by the MOU Working Group, the Director and the Mayor will engage in informal discussions in an attempt to resolve the issue.
- 5.6 If the issues cannot be resolved, the Parties will consider alternative dispute resolution processes including neutral evaluation, mediation, and arbitration. The Parties may agree in writing to adopt a formal dispute resolution process with respect to a particular issue, and to share equally the costs of the agreed process.

## **6.0 TERMS OF THE MOU**

- 6.1 The Parties agree that this MOU will take effect by a formal resolution by the Council of the District of Sooke (the Council) and the CRD Electoral Area Services Committee.
- 6.2 The Parties agree that this MOU is a living document and may be subject to amendment from time to time by mutual consent. Such amendments must be agreed to in writing and by adoption, by formal resolution, of the Council and the CRD Electoral Area Services Committee.
- 6.3 This MOU will remain in effect unless terminated by either of the Parties by adoption of a formal resolution by either the Council or the CRD with the provision of sixty (60) days notice in writing that such resolution is pending, the notice to be delivered by hand, facsimile or Canada Post.
- 6.4 The termination of this Agreement will take effect immediately upon the adoption of a formal resolution for termination by either Party.

## **7.0 GENERAL**

- 7.1 Each Party will bear its own costs for the preparation and implementation of this and all other agreements resulting from this Agreement.



- 7.2 The Parties may also work together to apply for funding from external sources to support this Agreement and projects being developed under this Agreement, and may agree to share the costs of certain projects from time to time.
- 7.3 The Parties are committed to ensuring that discussions and negotiations take place in a prompt and timely manner without undue or unreasonable delays by either Party.
- 7.4 The Parties also recognize and respect each other's commitments and obligations to other matters within their respective jurisdictions and will therefore approach timelines with flexibility and in a spirit of compromise where necessary or desirable to accommodate each other's schedules and other commitments.
- 7.5 Any financial arrangements between the Parties will be fair and equitable.

**IN WITNESS WHEREOF THE PARTIES** have hereunto affixed their signatures as of the day and year first written above.

**District of Sooke**  
By its authorized signatories

**Capital Regional District**  
By its authorized signatories

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