



**REQUEST FOR PROPOSALS No. 22-020**

**Electoral Area F Governance and Services Study**

**ISSUED:**

**February 9, 2022**

**CLOSING DATE AND TIME:**

**3:00 PM (15:00 hrs), Local Time, on March 2, 2022**

**Regional District of Nanaimo Agent for Questions:**

Elizabeth Hughes, Manager of Strategy & Intergovernmental Services

Email: [ehughes@rdn.bc.ca](mailto:ehughes@rdn.bc.ca)

Questions shall be received no less than five (5) business days before the closing date. Responses shall be posted by RDN before closing.

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## 1.0 Background

### 1.1 Overview of the Regional District of Nanaimo

The Regional District of Nanaimo (RDN) was established in 1967 and is one of 27 regional districts in B.C. It is governed by a Board of Directors whose members are appointed from four member municipalities' councils and elected from the region's seven electoral areas. The RDN encompasses an area of more than 200,000 Ha with a population of 155,698 (2016) and is situated within the traditional territories of several First Nations.

The RDN Board has 19 Directors, elected to office for a four-year term (current term November 13, 2018 to November 8, 2022). The RDN is a local government that provides a variety of localized and regional services to its electoral areas and municipalities, both under legislation and by agreement, including emergency response systems, water systems, fire departments, land use planning, building inspection, solid waste management and parks and recreation services. The Board meets regularly to govern the affairs of the region and to establish local bylaws and public policy.

Electoral Area F, located in the central part of the RDN, includes the communities of Coombs, Hilliers, Errington, Meadowood and Whiskey Creek and the surrounding rural areas. According to the 2016 census, the area has a population of 7,724 and has experienced a population increase of approximately 4.1 per cent since 2011. A map of Electoral Area F is provided as Appendix A.

### 1.2 Purpose of Governance and Services Study

The purpose of the RDN Electoral Area F Governance and Services Study (Study) is to engage the public in an analysis of the current state of governance and service delivery in Electoral Area F, to understand the concerns, interests and priorities of the residents of the area, and to identify possible options for governance and service delivery models going forward, within the regional district framework.

The Study will illustrate the features of the current governance structure by describing the service delivery, method of cost recovery and decision-making arrangements. It will also include an engagement phase, which will educate the public on the current governance and service delivery in Electoral Area F, aid in determining the issues and interests that are of greatest concern to Electoral Area F communities and identify whether there are differences in how each of the communities envision their future.

The Study will provide current information about the existing local government system by:

- Describing the governance of unincorporated communities within a regional district, as well as the governance and statutory powers of municipalities, as appropriate for clarity;
- Describing how decisions are made in each community by the local government jurisdiction responsible for each of the local services received, e.g. RDN, improvement district, fire protection district, committee/commission, etc. (as applicable);
- Identifying and describing the different roles, responsibilities and jurisdictions of all local service providers, including the costs for services and how the services are paid for;
- Identifying geographies of concurrent services (if any) and cohesive community identities; and
- Engaging residents and property owners in the identification of common interests and concerns, and opinions on how alternative governance structures may meet the communities needs.

With a common understanding of the local government system, there will be an opportunity for Electoral Area F residents to engage in a discussion about the ways in which the current governance structure is and is not meeting the area's needs and an opportunity to highlight whether there are any common issues facing residents and property owners throughout the various communities and rural areas in the Electoral Area.

The Study will not provide detailed technical or financial information specifically on the impact of municipal incorporation. A governance and services study is not an incorporation study, instead focusing on how the current Regional District service delivery model functions, and whether the existing local government system is able to meet community needs or whether further study is warranted in relation to specific options.

### **1.3 Study Process**

The Study will be overseen by the RDN Board, RDN staff, a local Governance and Services Study Committee (Study Committee) and a Study consultant, with each having a different role and responsibility.

The RDN Board will oversee the Study. The Board will consider the Study findings and any recommendations in the final report and determine how to proceed. Specifically, the Electoral Area F Director will play a key role in the Study process, and as an *ex officio* non-voting member of the Study Committee, the Electoral Area F Director will provide an important link between the Study Committee and the RDN Board, ensuring the Study process is carried out in an inclusive, open and transparent manner.

A local Study Committee will be appointed by the RDN Board. Once established, the Study Committee will work with the Study consultant through the research and education elements of the Study work and engage the community in discussion. The Study Committee is a committee of the RDN Board and will report to the RDN. More details on how the Study Committee members are selected are provided below.

RDN staff developed this request for proposals (RFP) for a Study consultant, following the RDN's procurement policy and process. The Study consultant will be independent, neutral, and a qualified expert in local governments.

The Study consultant will lead the Study and will work closely with the Study Committee. The Study consultant is a technician who should facilitate discussions and provide information without taking a position within the Study Committee or community. The consultant's report will conform to these principles and will be free of undue influence and will represent unbiased statements of facts, options, and conclusions. The consultant shall work closely with the Study Committee and report directly to the RDN, who will administer the contract.

The Study consultant will undertake engagement with the community and with stakeholders. The Study consultant will be responsible for identifying which key stakeholders to engage with as part of this process.

RDN and Ministry of Municipal Affairs (Ministry) staff will undertake engagement and outreach with First Nations who may have an interest in the Study and in providing their input and views in addition to their participation in the public engagement component of this Study.

## **1.4 Study Committee**

The Study Committee, working with RDN staff and the consultant, ensures that the Study and engagement with the community are neutral and balanced.

The Study Committee includes the Electoral Area Director in an *ex-officio* (non-voting) capacity. The composition of the volunteer Study Committee will broadly represent the various backgrounds, interests and localities in Electoral Area F with 7-11 members, selected through an advertised call for members who will be appointed by the RDN Board. The Study consultant may begin work independently of the Study Committee including the development of the draft interim report should there be any delay in the process of selection or Board appointment of the Study Committee.

The Study Committee is an objective fact-finding body. Individual members should ensure that any expression of their personal opinions does not detract from the ability of the Study Committee to function as a neutral conduit for information to the community. Committee members should see themselves as process managers, not decision-makers, and therefore favour consensus where possible as the method of working and moving the process forward.

Meetings are open to the public. At the first meeting of the Study Committee members will decide on codes of conduct that will be adhered to during the study process.

The Study Committee will provide input and guidance to the Consultant regarding public engagement during the Study process and to ensure the Study and community engagement are neutral and balanced. The Study Committee will also offer comments and advice on educational materials, consultation synopsis and report recommendations, based on member knowledge and expertise.

The Study Committee will select a chair and other positions from among its membership. RDN staff will assist with logistics, attend Study Committee meetings in an observational role, take minutes and act as a resource to the Study Committee as needed.

The Study Committee is an advisory committee and will be appointed by the RDN Board in accordance with the RDN Procedure Bylaw and RDN practices.

## **1.5 Public Engagement**

The consultant, in collaboration with the Study Committee, will determine how best to engage with the public and stakeholders directly affected in the Study process. It is important to establish parameters for public participation so that residents and property owners understand the various opportunities to participate in the Study.

All meetings and public engagement activities will operate in compliance with provincial COVID-19 public health orders and RDN safety protocols, including mask and vaccine mandates where applicable.

The public engagement strategy should include:

- a process by which all residents throughout Electoral Area F will have an opportunity to participate in public engagement activities;
- community meeting(s) to present information to the public and to seek community feedback, as well as online resources, education and engagement opportunities;
- a process to gather information from the public and stakeholders on community issues;
- careful consideration of public engagement strategies during COVID-19; and
- a communication strategy prepared by the consultant for reporting out to the public on the Study progress

## 1.6 Study Area

The entire geographical area of Electoral Area F will be encompassed in the Study. Including the entire geographical area of Electoral Area F in the Study will aid in determining the issues and interests that are of greatest concern to residents and stakeholders in all localities throughout Electoral Area F, and will identify whether there are differences in how each of the communities perceive themselves and envision their future.

## 2.0 Scope

### 2.1 General

The project scope for the Study consultant will include all works required to complete the Study. The following detail is meant to be a minimum requirement, not a comprehensive list of all works required for this project:

- Research, documentation, and technical analysis, consisting of a profile of each service Electoral Area F receives and how it is governed, delivered and paid for, culminating in a draft interim report.
- Develop, propose, finalize and lead public engagement and stakeholder consultation processes, including the development of draft and final versions of all communication materials, focused on the contents in a draft interim report, community education and awareness, and issues identification.
- Realistic options for addressing issues and concerns based on the information gathered, with an implementation outline or next steps for each option.

#### **Draft Interim Report:**

The Study consultant will generate a Draft Interim Report including technical analysis, consisting of a profile of each service Electoral Area F receives and how it is governed, delivered and paid for. This report will form the basis of engagement with the community and be further built out to inform the development of future deliverables. While the Study consultant may work independently on this deliverable at times, the report will be informed by communication with the Study Committee through the Study process, as it is defined in the Study Committee term of reference.

#### **Draft Final Governance and Services Report:**

The Study will culminate in a draft and final governance and services report, which will provide a synopsis of both the governance and service findings and a summary of the outcomes from the public engagement process and a framework for assessing options. This will provide the RDN Board with the rationale for each recommendation.

The consultant will present the draft final report to the Study Committee and RDN staff. The report may offer a series of recommendations on next steps, such as whether issues and concerns can be addressed through existing services and governance arrangements or whether further study is required. The Study Committee will receive and review the report and provide recommendations on which priorities should be further explored by the RDN Board.

This deliverable will not include analyses related to undertaking additional restructure studies, such as a boundary analysis or incorporation study, should the Study indicate there is need for further analysis, based on public sentiment in the community and the feasibility of the options and next steps identified in the report.

#### **Final Governance and Services Report:**

The consultant will present the final report and recommendations to the RDN Board.

## **2.2 Public Engagement**

The scope of services for public engagement in this contract includes preparation of a draft and final public engagement plan, all draft and final communication materials and backgrounder documents, in-person and virtual facilitation of public engagement events and reporting. The table below details the consultant responsibilities and the RDN responsibilities.

**Table 1: Public Engagement Responsibilities**

<b>Consultant Responsibility</b>	<b>RDN Responsibility</b>
Prepare and finalize a public engagement plan in collaboration with the Study Committee	Provide information as required
Facilitate live and virtual public engagement events including set-up	Provide information as required and manage logistics as planned by the Consultant including booking venues like halls and setting up zoom links
Answer email and web-based enquiries from the public related to the engagement process and basic questions about the Study process	Answer questions from the Consultant and Study Committee related to the Study process or complex questions requiring knowledge of RDN context or history
Manage online engagement through RDN Get Involved page	Approve draft updates to RDN Get Involved page
Facilitate any other public engagement determined through the public engagement plan	Approve materials for any other public engagement methods or events

Consultant Responsibility	RDN Responsibility
Prepare and format and finalize documents for community education and awareness in collaboration with the Study Committee	Provide information and context as required and approve documents for community education and awareness
Prepare and finalize content for ads and notices following RDN templates including social media	Provide background information and data, approve ads and notices in accordance with RDN communication protocols

## 2.3 Study Contents

The draft and final Study reports will align with the purpose of the Study as set out in the Governance and Services Study Terms of Reference. The report will present observations and analysis in a form that is legible and understandable to a broad public audience.

The draft and final Study reports should include, but are not limited to:

1. Community characteristics and socio-economic profiles in relation to each of the communities and rural areas within the Electoral Area F Study area:
  - a. Description of community history and how communities perceive themselves;
  - b. Community characteristics here such as kilometres of roads and spectrum of services;
  - c. Population trends, both historic and forecasted;
  - d. Description of housing stock, household and dwelling characteristics;
  - e. Tax base trends, by individual tax class and with respect to the mix of tax classes;
  - f. Description of current business and industry;
  - g. Economic growth indicators such as building permits trends; and
  - h. Exploration of the sense of community connectedness with the other settlement nodes/communities.
2. Overview of rural governance:
  - a. Explain the nature of regional districts, their central roles, and the financial obligations of a regional district member (both electoral area and municipality);
  - b. Outline the powers and responsibilities of regional districts:
    - i. Contrast the processes in regional district and municipal decision-making, in particular related to local decisions; and
    - ii. Note differences in powers and responsibilities for municipalities.
3. Identify the different design choices made available under the *Local Government Act* for rural governance.
  - a. Explain the different opportunities for service delivery.
  - b. Identify Board decision-making requirements for rural services and how decisions on rural services are made.



4. Describe the tax assessment system in BC and taxation in unincorporated jurisdictions:
  - a. Describe the differences in farm class assessment and taxation in municipal and unincorporated jurisdictions;
  - b. Summarize improvement district, municipal and regional district access to Provincial and Federal grant programs; and
  - c. Note municipal-only Provincial and Federal grant programs.
5. Current governance and service delivery in Electoral Area F:
  - a. Describe the provision of services with reference to each of the major service providers (RDN and committees/commissions or volunteers if appropriate, private utilities, and the Province), their governance structure, service geography and methods of cost-recovery;
  - b. Describe how the service providers make decisions in relation to the services provided to the community;
  - c. Describe the relationship between different service providers (e.g. where water service is provided by one entity and sewer or fire protection by another), how those linkages are functionally managed and how they communicate with each other and identify common interests or issues;
  - d. Describe the level of cooperation/collaboration amongst governing bodies of service providers, with reference to their relative roles and responsibilities;
  - e. The use of any commissions or committees and their effectiveness in Area F, including but not limited to Advisory Planning Commissions, Recreation Commissions, Recreation Societies, etc.; and
  - f. Note variations in governance and/or service features and levels across different sub-areas of Area F, and complexities or benefits that arise.
6. Synopsis of public engagement:
  - a. Summary of public engagement activities;
  - b. Report on results of stakeholder consultation; and
  - c. Summary of community issues and future community needs including an analysis of the current local government structure's ability to address issues or meet needs.
7. Appendices
  - a. Copies of public engagement materials; and
  - b. Copies of foundation documents, e.g. Minister's letter to the RDN Board, project terms of reference, request for proposals, etc.

## 2.4 Scope Boundaries

Undertaking detailed technical and financial information on the impact of municipal incorporation is outside the scope of this Study. Such an analysis would be found in an incorporation study, which could follow a governance and services study as a separate and subsequent step.

## 2.5 Role of Ministry

Ministry staff will be available as a resource to RDN staff, the Study Committee, and the consultant, and will provide additional input including review of the draft materials and provision of comments prior to completion of the final report.

## 2.6 Administration of the Study

The consultant shall lead the Study and work closely with the Study Committee. The consultant will report directly to the RDN, who will administer the contract.

The RDN will provide Ministry staff with a copy of the selected consultant's proposal accepted as the basis of a contract for the study and/or a preliminary outline of the study and work plan before substantive work begins.

## 3.0 Deliverables

The following list of deliverables are the minimum requirement and not a comprehensive list:

1. Draft Interim Report
2. Live and Virtual Public Engagement Events to be determined through the process of developing the public engagement plan
3. Draft final Study report with recommendations
4. Final Study report with recommendations and presentation to the RDN Board
5. The consultant will be responsible for routinely reporting to the RDN for the duration of the project including monthly invoicing with a summary of earned value, or as negotiated

Note: any deliverables not identified in this RFP that the Contractor will also provide to the RDN should be listed in the proposal.

## 4.0 Project Schedule and Completion Date

The successful proponent will need to submit a detailed project schedule to RDN for review. The schedule must be submitted before the agreement between the RDN, and the proponent is signed. All deliverables must be submitted before the following completion dates. The consultant will need to ensure their workplan meets these deadlines. The final Study report must be completed and presented to the RDN Board by the consultant May 2, 2023 and provided to the Minister of Municipal Affairs by the RDN no later than May 31, 2023.

**Table 2: Project Timelines**

Item	Timelines	Required Information
Project Kickoff	April 5, 2022	Team introductions and their role in the Study and engagement. Study processes, objectives and purpose. Critical success factors. Executed contract provided to the RDN.

Item	Timelines	Required Information
<b>Milestone 1: Project Kickoff and Contract Execution</b>		
Draft Interim Report	June 27, 2022	The successful proponent will submit one draft interim report comprised of research, documentation and technical analysis, community profiles, and public engagement strategy created in collaboration with the Study Committee, as set out in the Study Terms of Reference.
<b>Milestone 2: Draft Interim Report Complete</b>		
Communication and Public Engagement Materials	August – October, 2022	The successful proponent will work with the Study Committee in proposing, developing and finalizing communication materials and processes for public engagement.  (No public facing/public engagement work during this time surrounding the local government general election period.)
Public Engagement	November 1, 2022, to January 31, 2023	The successful proponent and the Study Committee will conduct public engagement activities and stakeholder meetings, gather public input and identify issues as set out in the Study Terms of Reference. Communication and other education materials will be created and RDN's Get Involved Website and social media will be updated in collaboration with RDN staff as required.
<b>Milestone 3: Public Engagement Complete</b>		
Draft Final Report	February 1 – March 16, 2023	The successful proponent will develop a draft final report providing a synopsis of the findings and a summary of the outcomes from the public engagement process and identified issues, with an outline of proposed next steps for each option.  The Study Committee will receive and review the draft final report for completeness and provide suggestions and feedback on recommendations to be made to the RDN Board in the final report. The draft final report will be provided by the successful proponent to RDN staff.
Final Report	April 17, 2023	The successful proponent will provide one final report to RDN staff. Report includes:

Item	Timelines	Required Information
		<ol style="list-style-type: none"> <li>1. Synopsis of governance and service findings.</li> <li>2. Summary of outcomes from the public engagement.</li> <li>3. A framework for assessing options and outcomes resulted from findings</li> <li>4. Identified recommendations and possible next steps</li> </ol>
Final Report presentation to RDN Board	May 2, 2023	The successful proponent will present the final report and recommendations to RDN Board.
<b>Milestone 4: Final Report presented to the RDN Board</b>		

Timelines may be adjusted with mutual consent of the Ministry and the RDN.

## 5.0 Extra Works

The consultant must receive written approval prior to commencing any additional works which will affect the project cost or schedule. The consultant is to submit a Change Order Request indicating the impact the extra or additional works will have on the project for written approval from the RDN.

An invoice encompassing additional works that have not been previously approved in writing will not be accepted by the RDN.

## 6.0 Proposal Submission

### 6.1 General

This section describes the expectations for proposal submission and the basis for evaluation. Proposal layout and content should be in general alignment with these expectations to facilitate comparative evaluation.

Before submitting proposals, proponents must satisfy themselves about the nature and location of the work, local conditions, the professional services, equipment, technology, and facilities needed for the execution of the work, and all other factors that might have a bearing on their proposal.

Proponents are fully responsible for obtaining all information required for the preparation of proposals and the execution of the work. Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meeting, negotiations, or discussions with the RDN or its representatives and consultants, relating to or arising from this RFP. Proponents agree that by participating in the RFP process, and/or submitting a Proposal, they have no claim for compensation and RDN is not obligated to accept any proposal.

### 6.2 Submission

### **6.2.1 Contact Person**

The contact person for the RDN is:

Elizabeth Hughes

Manager of Strategy & Intergovernmental Services

Email: [ehughes@rdn.bc.ca](mailto:ehughes@rdn.bc.ca)

### **6.2.2 Requests for Information**

Any requests for information (RFI) related to this RFP are to be directed, in writing by email, at least five (5) business days prior to the Closing Date and Time, to the RDN Project Contact mentioned in 6.2.1.

RFI's and answers will be recorded and distributed via addendum posted to BC Bid ([www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca)) and the RDN website at ([www.rdn.bc.ca](http://www.rdn.bc.ca)). It is the responsibility of the Proponent to download and obtain any addenda posted prior to submitting their final proposal. Information obtained from any other source is not official and should not be relied upon.

### **6.2.3 Closing Date/Time/Location**

Submissions must be received by email only on or before 3:00 PM (15:00 hrs), Local Time, on March 2, 2022. The time as indicated by the time clock on the RDN's Email System shall be the official time for closing. Proposals received after the RDN's Email System closing time will not be accepted.

The email should contain the subject line "22-020 Electoral Area F Governance and Services Study" and be sent to the electronic address: [ehughes@rdn.bc.ca](mailto:ehughes@rdn.bc.ca)

**Please note: Maximum email file size limit is 15 MB, or less. The RDN will not be liable for any technological delays of submissions.**

### **6.2.4 Late Responses**

Only complete proposals received on or before the closing time will be considered to have been received on time.

### **6.2.5 Signed Offer**

The proposal should include a signed 'offer of services' and the offer should be signed, by a person or persons authorized to sign on behalf of the proponent(s) and to bind the proponent(s) to statements made in the proposal.

### **6.2.6 Changes to Proposal Wording**

The Proponent will not change the wording of its proposal after the closing date and time and no words or comments will be added to the proposal unless requested by the RDN for purposes of clarification.

### **6.2.7 Withdrawal**

Proposals may be withdrawn prior to the deadline upon emailed notice to Elizabeth Hughes at [ehughes@rdn.bc.ca](mailto:ehughes@rdn.bc.ca). Withdrawn proposals may be replaced by alternative proposals providing they are submitted as instructed and received prior to the posted closing date and time.

#### **6.2.8 Acceptance of Proposal**

This RFP is not an agreement to purchase goods or services. The RDN is not bound to enter into a Contract with any proponent. Proposals will be assessed as per the proposal review criteria. The RDN will be under no obligation to receive further information, whether written or oral, from any proponent. The offer of services will prevail whether accurate or not.

The acceptance of any proposal may be subject to approval by the Board of the Regional District.

#### **6.2.9 Definition and Form of Contract**

The receipt of an offer of services with a proposal will not constitute a contract. A contract will not be entered into until the RDN accepts a proposal and the RDN and the proponent enter into a full written contract as a result of this RFP. Only after a contract is mutually agreed to and signed by both parties, will a proponent acquire any legal or equitable rights or privileges.

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Should any vendors request that RDN consider revisions to the form of Contract, Proponents should include any clauses of concern in their proposal submission and suggest replacement language. Failure to do so means the contract is accepted as is.

#### **6.2.10 Modification of Terms**

The RDN reserves the right to modify the terms of this RFP, in its sole discretion, at any time up to 3 working days prior to the noted closing date. This includes the right to cancel this RFP at any time without entering into a Contract.

#### **6.2.11 Ownership of Responses**

All documents, including Responses, submitted to the RDN become the property of the RDN. The RDN is bound by the provisions of the Freedom of Information and Protection of Privacy Act. All Proponents submitting Proposals pursuant to this RFP are advised that such Proposals will be treated as public documents and the contents of the same disclosed upon written request if required to do so pursuant to the Act. The name of the successful proponent and value of any award is routinely released information.

#### **6.2.12 Confidentiality of Information**

Information pertaining to the RDN obtained by the proponent as a result of participation in this RFP is confidential and must not be disclosed without written authorization from the RDN.

#### **6.2.13 Conflict of Interest**

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

#### **6.2.14 Solicitation of Board Members and RDN Staff**

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

#### **6.2.15 Debriefing**

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the RDN within 14 calendar days of the notice.

#### **6.2.16 Exclusion of Liability**

While the RDN has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the RDN, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP. Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

#### **6.2.17 Litigation Clause**

The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

(a) any other contract for works or services; or

(b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.

#### **6.2.18 Collection and Use of Personal Information**

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the RDN with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the RDN. Such written consents should specify that the personal information may be forwarded to the RDN for the purposes of

responding to the RFP and used by the RDN for the purposes set out in the RFP. The RDN may, at any time, request the original consents or copies of the original consents from Proponents.

## 7.0 Proposal Evaluation Criteria

The Regional District of Nanaimo reserves the right to reject any or all Proposals or to accept the Proposal deemed most favorable in the interest of the District. The lowest priced or any Proposal may not necessarily be accepted.

Requests for Proposals will be evaluated against the criteria in the table and sections below.

**Table 3: Proposal Evaluation Matrix**

Evaluation Criteria	Point Value
Understanding of the assignment	15
Work plan and project management	20
Qualification of firm and of the staff assigned to the project	25
Fees	40

### 7.1 Understanding of the assignment

This component of the evaluation will constitute 15% of the evaluation points. The expectations for this component are:

- a) The Consultant is expected to analyze the information provided in the Terms of Reference, including reports, drawings and other data to show a clear understanding of the assignment and project requirements
- b) The Consultant should be familiar with the location and nature of the work involved in the assignment, local conditions, feasible alternative solutions, an approximate time frame, and anticipated conflicts and constraints. The use of innovative methodologies to reduce costs while mitigating various issues related to the project will be highly commended
- c) The Consultant is expected to identify the proposed methodology and approach towards the project to deal with various requirements, issues, constraints and any anticipated or unforeseen conflict situations

### 7.2 Work plan and project management

This component of the evaluation will constitute 20% of the evaluation points. The expectations for this component are:



- a) The work plan and schedule for completion should include a list of agencies and jurisdictions to be consulted, the approach and design of a public engagement and communication strategy, stakeholder consultation process standards and requirements, key information requests and subsequent processing, investigation and assessment requirements, and preliminary details of the proposed approach or intended alternatives to the current Governance and Services Review standards set out by the Province of BC
- b) The Consultant shall give details on the overall management of this assignment, including schedules and budget tracking, scope management, coordination of project meetings, stakeholder's analysis, communication and engagement strategies and plans, risk assessment and conflict resolution
- c) The Consultant shall give details on the resource allocation and project management control system to be used throughout the project. The proposal shall be evaluated on the basis of whether the proposed resource allocation is considered adequate to complete the project as intended and whether the project management control system is considered effective in tracking and controlling all aspects of the project, both in terms of progress and cost

### **7.3 Qualification of firm and of the staff assigned to the project**

This component of the evaluation will constitute 25% of the evaluation points. The expectations for this component are:

- a) The qualification of the firm shall be evaluated based on the firm's experience and performance on projects of a similar size and scope carried out by the firm
- b) Prepare a list, in chronological order of three (3) recent and similar projects completed by the proponent including details of which projects were undertaken by members of the proposed project team, including sub-consultants. Provide the name, email address and telephone number of contact persons from previous projects. For each of the projects provided as references include a brief outline of the project and its relevance to this project. References may be contacted to confirm the proponent's ability to meet budget, schedule, and quality targets.
- c) The qualification of the assigned team leader shall be evaluated based on demonstrated experience in co-coordinating multi-disciplinary teams involved in similar projects
- d) The qualification of the assigned staff shall be evaluated based on the respective roles and responsibilities assigned to each team member and the demonstrated experience in the respective roles
- e) The qualification of any proposed sub-consultant shall be evaluated based on similar criteria

### **7.4 Fees**

This component of the evaluation will constitute 40% of the evaluation points. The expectations for this component are:

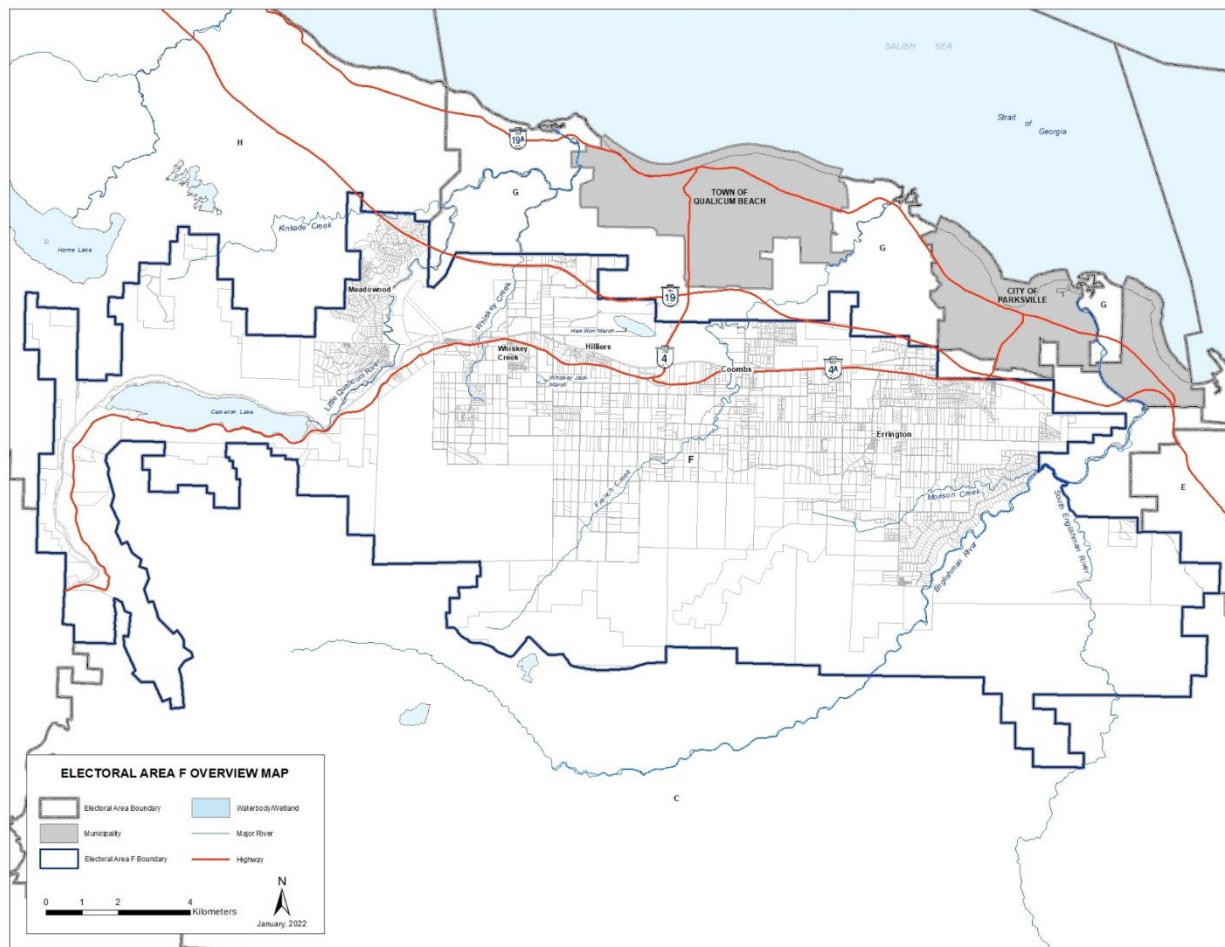
- a) The proposed fee shall be evaluated based on the appropriate allocation of resources for various phases of the work as provided on the project fees spreadsheet, including the estimated time in hours to be spent by each staff member on each task, the respective hourly rates, sub-consulting costs, including all disbursements.
- b) Proposal Fee. Evaluation criteria for fees will be as per the following formula:  

$$\text{Fees score} = \text{Lowest Price} / \text{Proposal Price} \times \text{Fee Points}$$

c) Prices quoted will be deemed to be:

- in Canadian dollars;
- inclusive of all disbursements and expenses;
- exclusive of any applicable taxes; and
- firm for the entire Contract period.

# Appendix A – Study Area Map



## **Appendix B – Agreement for Execution**

**REGIONAL DISTRICT OF NANAIMO  
CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT made the <Day> day of <Month>, 20<XX>.

BETWEEN:

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

(hereinafter called the "Regional District" or "Client")

AND:

<VENDOR NAME>  
<Street Address>  
<City, Province>  
<Postal Code>

(hereinafter called the "Consultant")

**NOW THIS AGREEMENT WITNESSETH:**

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Consultant covenant and agree each with the other as follows:

**1 Appointment**

The Regional District retains the Consultant to provide the Services (herein called the "Services") described in Schedule 'B' which is attached hereto and forms part of this Agreement.

**2 Term**

The Consultant will provide the Services during the period (hereinafter called the "Term") commencing on <Enter Start Date> and ending on <Enter End Date>, unless sooner terminated as hereinafter provided.

**3 Payment**

The Regional District will pay to the Consultant, for the Services, the amount, in the manner and at the times set out in Schedule 'A' attached hereto. The Consultant agrees to accept the amount as full payment and reimbursement. No additional amounts may be charged by the Consultant unless pre-approved by the Regional District in writing.

**4 Independent Contractor**

The Consultant will be an independent contractor and not the servant, employee, or agent of the Regional District. The Consultant is not, and must not claim to be the Regional District's agent for any purpose unless the Regional District gives the Consultant authorization in writing to act as the Regional District's

agent for specific purposes that are reasonably necessary to the Consultant's rendering of the Services pursuant to this Agreement.

## **5 Assignment and Sub-Consultants**

The Consultant will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof. The Consultant may retain subconsultants to assist in the performance of the Services provided that the terms of this Agreement shall apply to the subconsultants and provided that the Consultant shall be wholly responsible for the professional standards, performance and all actions of the subconsultants. The Consultant shall only employ subconsultants having the appropriate standards, qualifications, and experience in their respective areas of expertise. Notwithstanding the foregoing, Consultant may, where appropriate, subcontract any portion of the Services its affiliates without the Regional District's prior written consent and Consultant shall remain liable for the performance of such affiliates.

## **6 Ownership of Documents and Confidentiality**

- a) The Regional District will own all written material that is prepared for and delivered to it under this Agreement, except as follows: the Consultant will own the Certificate of Registration, its working papers, pre-existing materials and software, as well as any general skills, know-how, processes, proprietary methodologies, questions and questionnaires (except to the extent that the Regional District has provided such material), or other intellectual property (including a non-Regional District specific version of any deliverables) which the Consultant may have discovered or created as a result of the Services ("Consultant Materials").
- b) The title, property rights, moral rights and ownership in and to all copyright in all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Services shall remain with the Consultant. The Regional District has a non-exclusive, non-transferable, perpetual, irrevocable, royalty-free, and fully paid-up license to use any Consultant Materials included in the deliverables for the Regional District's own internal use as part of those deliverables (the "IP License").
- c) The Consultant shall upon request by the Regional District, do all such things and execute and deliver to the Regional District all such documents and instruments as the Regional District shall reasonably require in order to maintain the Regional District's IP License and title, property rights and ownership in the written deliverables.
- d) The Client may copy and use any of the Instruments of Service for record and maintenance purposes and for any future renovation, repair, modification, and extension work, including updating the original work, with respect to that part of the Project to which the Services relate.

## **7 Conflict**

The Consultant shall not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Regional District, give rise to a conflict of interest between the obligations of

the consultant to the Regional District under this Agreement, and the obligations of the Consultant to such other person, firm or corporation.

## **8 Limits of Liability**

In consideration of the provision of the Services by the Consultant to the Client under this Agreement, the Client agrees that any and all claims which the Client may have against the Consultant, its employees, officers, agents, representatives and Sub-Consultants in respect of the Services, howsoever arising, whether in contract or in tort, save and except for claims arising out of or in connection with any malicious act or malicious omission under paragraph 9, shall be absolutely limited to the amount of the insurance available at the date such claim is brought, including any deductible portion therein, provided that neither the Consultant nor any of its employees, officers, agents, representatives nor Sub-Consultants has done anything to prejudice or impair the availability of such insurance.

In no event shall the Consultant be liable for any loss or damage occasioned by delays or other causes or circumstances beyond the Consultant's reasonable control.

## **9 Indemnity**

Notwithstanding the provision of any insurance coverage by the Client, and subject to paragraph 8, the Consultant shall indemnify and save harmless the Client, its officers, employees, agents, successors, assigns, representatives, Contractors and Other Consultants from and against any losses, claims, damages, actions and causes of action, costs, expenses, judgments and proceedings arising out of or in connection with any error, or negligent or malicious act or omission, by the Consultant or any of its officers, agents, representatives, employees or Sub-Consultants, except to the proportionate extent of any contributing negligent or wrongful act or omission of the Client, or any of its officers, agents, representatives, employees, Contractors or Other Consultants. The terms and conditions, of this indemnity provision shall survive the completion of all Services and the termination of this Agreement for any reason.

## **10 Insurance**

At the Consultant's expense, provide and maintain any insurance that the Consultant is required to provide by law. The Consultant must provide satisfactory proof of insurance coverage to the Regional District upon request.

Comprehensive General Liability Insurance in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The Regional District is to be added as an additional insured under this policy, is to be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change and include a cross liability clause.

Professional liability (errors and omissions) insurance coverage shall be maintained to a limit of not less than \$250,000 per claim, \$1,000,000 aggregate.

Automobile third party liability insurance in an amount not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the Consultant.

The Consultant will be responsible for paying any insurance deductibles.

## **11 Termination**

Notwithstanding any other provision of this Agreement:

- a) If the Consultant fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Consultant.
- b) Either Party may terminate this Agreement at any time upon giving the other Party seven (7) days' notice of such termination.

If either such option is exercised by the Regional District, the Regional District will be under no further obligation to the Consultant except to pay the Consultant such amount as the Consultant may be entitled to receive, pursuant to Schedule 'A', for services provided and expenses incurred to the date the said notice is given or delivered to the Consultant. The Consultant will refund to the Regional District any payment already made to the Consultant not yet earned.

## **12 Prior Dealings**

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings, or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby prior to the commencement of the work.

## **13 Waiver**

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

## **14 Counterparts**

This Agreement may be executed in counterparts with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

## **15 Dispute Resolution**

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

- a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and;



- b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties should then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC. unless otherwise agreed.

## **16 Freedom of Information**

The Consultant acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement may be subject to a request for public disclosure under the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165, as amended from time to time.

## **17 Collection of Personal Information**

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Consultant may only collect or create Personal Information that is necessary for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Consultant must collect personal information directly from the individual the information is about.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Consultant must tell an individual from whom the Consultant collects personal information:

- a) the purpose for collecting it;
- b) the legal authority for collecting it; and
- c) the title, business address and business telephone number of the person designated by the Regional District to answer questions about the Consultant's collection of personal information.

## **18 Governing Law**

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

## **19 Worksafe BC Coverage**

Prior to the commencement of the work, all employers with employees must be registered with WorkSafe BC and remittance up to date. Self-employed proprietors or partners in a partnership, must have Personal Optional Protection coverage.

## **20 Confidentiality**

The Consultant shall not disclose any information, data or confidential information of the Regional District to any person, other than representatives of the Regional District duly designated for that purpose in writing by the Regional District and shall not use for its own purposes or for any purpose other than for

the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.

## **21 Delay in Performance**

Neither the RDN nor the Consultant shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, pandemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Consultant under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

## **22 Miscellaneous**

All provisions of this Agreement in favour of the Regional District and all rights and remedies of the Regional District, either at law or equity, will survive the expiration or sooner termination of this Agreement.

**SIGNATORIES**

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

**For the Regional District of Nanaimo:**

---

Signature

---

Printed Name, Title

**For the Consultant, <Company Name or Consultant's Name>:**

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Signature

---

Printed Name, Title

**SCHEDULE 'A'**  
**FEES & EXPENSES**

Total compensation to be paid to the Consultant by the Regional District of Nanaimo shall not exceed a maximum of \$<Enter Amount> in Canadian Dollars, unless pre-approved by the Regional District in writing. This compensation includes all fees and expenses including GST. If the services are completed by the consultant at less cost than maximum amount, the Regional District shall be billed only for actual hours worked and actual expenses incurred. If the Consultant receives the Maximum Fee, but has yet to complete the Services, it shall continue to provide the Services until it has provided all the Services.

The Consultant shall submit invoices to the Regional District for Services performed monthly (the "billing period") during which the Services are performed under this Agreement; such invoices to be submitted as soon as practicable after each billing period. The invoice submitted for each billing period shall be clearly itemized to show the amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ any subconsultants. Except for the amounts which the Regional District in good faith is disputing and except for invoices (or portions of invoices) in respect of which the Regional District has requested and not received supporting evidence, the Regional District shall pay invoices submitted to it for the Services within 30 days' receipt thereof.

November 3, 2020

Michelle Dann, Executive Director  
Governance and Structure Branch  
Ministry of Municipal Affairs and Housing  
PO Box 9839 STN PROV GOVT  
Victoria BC V8W 9T1

**Re: Regional District of Nanaimo Governance and Services Study – Electoral Area F Incorporation**

Dear Ms. Dann:

On October 27, 2020, the Regional District of Nanaimo (RDN) Board passed the following resolution:

*That the Regional District of Nanaimo Board supports the Electoral Area F desire to have a Governance and Services Study completed in respect of the Electoral Area and requests that the Province of BC assist with funding the study and provide support developing the terms of reference; and*

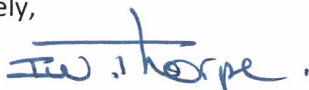
*That staff be directed to forward correspondence to the Governance and Structure Branch of the Ministry of Municipal Affairs and Housing communicating the Board's support for a Governance and Services Study in Electoral Area F and the request for funding / provincial resourcing for the study.*

By way of background, Electoral Area F has indicated a long-standing interest in incorporation. A feasibility study was completed in the mid-1990s and the issue has been revisited several times. Electoral Area F is unique geographically and in terms of community identity and wishes to have jurisdiction over its roads and bylaws on the premise that decisions impacting the Electoral Area are best made by the Electoral Area itself.

Recently, the RDN has communicated with Ministry staff to gather information on the current process and funding possibilities to study this matter in a formal way. We are grateful for the assistance provided to date and look forward to collaborating in furtherance of the above request. To that end, we would appreciate guidance on information you may require to advance this request.

On behalf of the RDN Board, thank you for your consideration of this matter. If you have any questions, RDN staff will be very pleased to assist.

Sincerely,



Ian W. Thorpe, Chair  
Regional District of Nanaimo

March 31, 2021

Marijke Edmondson , Director  
Governance and Structure Branch  
Ministry of Municipal Affairs and Housing  
PO Box 9839 STN PROV GOVT  
Victoria BC V8W 9T1

**Re: Regional District of Nanaimo Governance and Services Study – Electoral Area “F”**

Dear Ms. Edmondson,

I am writing to confirm the Regional District of Nanaimo’s (RDN) request for funding for a Governance and Services Study for Electoral Area “F”, articulated in a letter dated November 3, 2020 from Ian Thorpe, former Chair of the RDN Board of Directors.

We greatly appreciate the valuable information and advice you and your team provided in our follow up meeting on March 19, 2021, in which we discussed the Ministry’s approach to structure changes as being guided by the principles of local government leadership, interjurisdictional collaboration and broad consultation. Thank you also for clarifying the multi-phased approach that is typically taken in these situations. This letter seeks to provide the additional information you requested in order to proceed with assessing this request.

#### **The Context for Critically Evaluating the Governance Structure of Electoral Area “F”**

Electoral Area “F” has demonstrated a long-standing interest in exploring the idea of incorporation. A community committee was formed and a feasibility study was completed in the mid-1990s, and the issue has been revisited several times over the intervening years as a result of the area’s distinctive community identity and broadly shared vision of self-governance.

Electoral Area “F”, located in the central part of the RDN, includes the communities of Coombs, Hilliers, Errington, Meadowood and Whiskey Creek and the surrounding rural areas. It attracts residents and visitors to its unique geographic and cultural features such as Coombs and Cathedral Grove. There is a strong community desire to protect residents’ privacy and the rural quality of life, to promote a self-sufficient use of land and sustainable farming practices, to retain a low level of regulation and to enhance the involvement of residents in self-governance. According to the 2016 census, the area has a population of 7,724 and has experienced a population increase of approximately 4.1% since 2011.

Residents are drawn to the green spaces, water resources, natural features, unique home-based business activities and rural lifestyle. Commercial and industrial lands are located throughout the area but are mainly concentrated along Highway 4 and 4A. Electoral Area “F” has a mixed tax base of industrial and residential land. There are no improvement districts in the area. In the event the area ultimately becomes an incorporated district within the RDN, it would likely be able to fill out a full Council and undertake

governance responsibilities. For these reasons, the Director and the RDN are of the view that Electoral Area “F” is a sound candidate for a Governance and Services Study.

### **Establishing a Clear Focus for the Review**

The RDN is seeking approval and funding to undertake a first phase Governance and Services Study with the objective of comprehensively reviewing the governance and services structure in Electoral Area “F”. This study, to be conducted by an external consultant, would seek to identify and understand the issues and interests within the community. It is envisioned that this study will deliver a well-articulated base case scenario for citizens and identify community views in terms of structural change, including an assessment of the following:

- Limitations, challenges, opportunities, and long-term interests of the community
- Authority, responsibility and accountability for the near and long-term goals of Electoral Area “F”
- Information and communication for effective community involvement
- An assessment of current and future service profiles

To ensure diversity, these activities will be informed and supported by a committee of community members, including representatives with a wide range of views and values.

Through documentation review, interviews with key stakeholders, and structured engagement sessions with citizens and elected officials, the external consultant team will assess the adequacy and effectiveness of the governance and services arrangements in place and propose recommendations to address identified gaps, including incorporation as a future possibility.

### **Establishing the Geographical Extent for the Review**

It is envisioned that the entire geographical area of Electoral Area “F” would be encompassed in the proposed Governance and Services Study. Throughout the process, Electoral Area “F” would engage with First Nations and neighbouring municipalities, specifically Parksville and Qualicum Beach. Depending on the direction of these consultations, considerations for boundary restructuring may arise and a separate boundary analysis may need to be undertake subsequently to provide a more comprehensive review of the relevant boundaries and densities with a view to their impact on the cost structure.

### **Funding Requirements for a Governance and Services Study**

A preliminary survey of other relatively recent Governance and Services studies conducted by local governments in British Columbia indicates that such a study may cost in the range of \$65,000 to \$75,000 for a consultant and for community engagement, in addition to RDN and Ministry staff time and resources. Area “F” currently has feasibility funds to cover a portion of a Governance and Services Study. A Board direction will be required for their expenditure. We understand the Ministry has a Restructuring Planning Grant Program designed to provide financial assistance, where deemed appropriate, of up to \$60,000 to review community governance, services and structure.

It is the RDN's understanding that if such a study is approved and funds to support it are granted by the Ministry, the RDN would administer the procurement of a consultant, who would work with the community-based study committee in delivering the report. The RDN would allocate Ministry funding towards consultant fees and anticipates committing Area "F" feasibility monies in the amount of approximately \$15,000 for additional costs such as community engagement and promotional expenses.

In terms of staff resources, a review of other regional districts that have been involved in similar processes indicates that considerable staff resources will be required to oversee and coordinate a Governance and Services Study. This work would include working with the consultant and the citizen's committee, liaising with the Ministry, drafting fact sheets, creating agendas, conducting research, attending meetings, writing reports, managing aspects of engagement, designing web pages and answering inquiries. The RDN staff propose, through the Board's 2022 budget process, to request a temporary staff person in 2022 to carry out the majority of the administrative workload, with other RDN staff available to advise and assist as required. It is certainly acknowledged that such a study would also involve Ministry staff resources.

#### **Timelines for Studying the Governance and Services Structure of Electoral Area F**

The RDN recognizes the multi-year, multi-phased approach outlined by the Ministry. The Governance and Services Study would be a first step, followed by a boundary analysis if deemed appropriate. We understand the Ministry's preference that such studies should ideally be completed within the term of the current Board. Realistically, the timeline will be subject to constraints associated with evolving COVID-19 safety protocols and limitations on options for community engagement, as well as the timing of provincial approval and funding, and the retaining of a suitable consultant. Once the study is underway, we are advised it would typically take from a year to 18 months to complete.

If the Governance and Services Study indicates that incorporation may be a suitable solution to address local issues, and the Electoral Area Director, Board, municipalities and community are in support, the next step would be a Restructure Study to examine more closely the taxation, revenue, infrastructure and service implications of incorporating, and to understand the expected cost impact on local taxpayers. There must be a broad base of demonstrated resident support before proceeding with this stage.

Thank you for considering this request to fund a Governance and Services study for Electoral Area "F", as the first phase in what may ultimately be a longer, multi-staged approach. We would certainly be pleased to provide additional clarification if required.

Sincerely,



Phyllis L. Carlyle  
Chief Administrative Officer





January 13, 2022

Ref: 269207

Tyler Brown, Chair  
Regional District of Nanaimo  
6300 Hammond Bay Rd  
Nanaimo BC V9T 6N2

Dear Chair Brown:

Thank you for your letter of November 3, 2020, regarding funding to undertake a governance and services study in Electoral Area 'F' to review the existing governance and service structure, assess the costs and benefits of alternate governance structures and to undertake consultation with the community. I have also taken the opportunity to review the letter of March 31, 2021, sent by the former Chief Administrative Officer providing additional details on the request. I also appreciated the opportunity to discuss the matters with you directly during our phone call on October 11, 2021. I am happy to share my decision on the funding request with you.

I understand that two previous studies were undertaken: a local governance and issues study in 1996, followed by a boundary study in 2003. I also understand that this process did not proceed to a full incorporation process for a number of reasons:

- The Regional District of Nanaimo (RDN) was undertaking work on a Regional Growth Management Plan which required that all electoral areas establish land use planning requirements within two years of adopting the plan, and that this should be completed before an incorporation study can be conducted; and
- It was determined that there was not enough support and consensus in Electoral Area 'F' to justify funding an incorporation study.

Given that both of these studies were undertaken greater than 18 years ago, it is important to re-establish an understanding of the pressing services and governance issues that are faced in Electoral Area 'F' and to determine whether there is now enough support within the community to undertake a future incorporation study. The restructure process is a major endeavour, and a governance and services study provides the baseline information that will inform all future stages of the process.

.../2

It is reasonable for a typical governance and services study to require more than a year to establish the process for the study, undertake preliminary and detailed analysis, to conduct public examination and engagement and to create a final report. As such, there is unlikely to be enough time to complete the governance and services study before the general local election in October 2022. While it is desirable to complete a study within an existing term, it is my view that such a study should not be rushed and we should have a clear expectation that the results of the study may fall under a different Board.

I also understand that Electoral Area 'G' has expressed interest in exploring the possibility of a structure change for the community of French Creek. Any study for Electoral Area 'G' would need to occur following completion of the study for Electoral Area 'F'. Should a study for Electoral Area 'F' indicate the need for additional studies such as a boundary analysis or incorporation study, the RDN would need to determine whether to prioritize these studies or to move ahead with a study for Electoral Area 'G'. There may be benefits to co-ordinating a study approach for both electoral areas to understand the needs in both communities before making any restructure decisions for both areas.

Given this is a longstanding issue and the RDN Board is supportive, I am prepared to provide the RDN with funding to undertake an analysis of local governance services and issues, with public engagement in Electoral Area 'F' communities on services and opinions of alternative governance structures.

I am pleased to make a commitment of \$60,000 to the RDN for this work, which would be a first phase in the restructure study process. The outcome of this work would determine whether a future incorporation study would take place or whether there would be a need to conduct a boundary analysis.

The Ministry of Municipal Affairs will follow up with the RDN regarding the terms and conditions of this grant and the transfer of funds. Gareth Mogg, Senior Planning Analyst, Governance and Structure Branch, Local Government Division, is the lead for this project and can be reached by telephone at 236 478-3553, or by email at [gareth.mogg@gov.bc.ca](mailto:gareth.mogg@gov.bc.ca).

Thank you again for writing.

Sincerely,



Josie Osborne  
Minister

pc: Marijke Edmondson, Strategic Advisor, Assistant Deputy Minister's Office,  
Local Government Division  
Gareth Mogg, Senior Planning Analyst, Governance and Structure Branch



January 17, 2022

Ref: 266792

Tyler Brown, Chair  
Regional District of Nanaimo  
6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2

Dear Chair Brown:

On January 13, 2022, Honourable Josie Osborne, Minister of Municipal Affairs, advised Chair Brown that she has approved \$60,000 in restructure planning grants to the Regional District of Nanaimo (RDN) for a governance and services study in Electoral Area 'F'.

This grant is to fund a governance and services study that will describe and educate on facets of governance and services in Electoral Area 'F', engage the public to understand the concerns and interests of residents through the electoral area's communities, and identify robust options, within the regional district framework. This letter provides information and requirements for the following approved project that comprises the Study, which may be cited in correspondence as follows:

Project	Amount	Commitment No.
RDN Electoral Area 'F' Governance and Services Study	\$60,000	51RI2202

The grant has been approved under the Restructure Planning Grant Program pursuant to the *Local Government Grants Act* and Regulations. Please cite this Commitment Number in all financial correspondence about the Study.

The following stipulations must be met by the Regional District in order to retain this funding:

- (a) The grant funding must be used solely for the purpose of these projects and for defraying the costs of undertaking, completing, and providing written reports to the Ministry on the Study.
- (b) The grant funding must be used only for reasonable costs and expenses related to the Study that are incurred between January 17, 2022 and July 31, 2023.

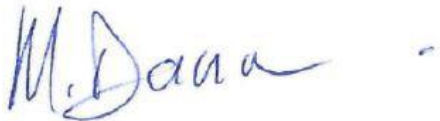
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(c) The following reports must be submitted to the Ministry program staff by the specified dates:

- A *Progress Report*, on or before April 15, 2022, comprised of the consultant's proposal accepted as the basis of a contract for the Study and/or a preliminary outline of the Study work plan.
- A *Draft Interim Report*, on or before July 30, 2022, comprised of a draft of the report prior to public engagement and presentation.
- A *Draft Final Report*, on or before March 31, 2023, comprised of the technical analysis and public engagement findings.
- A *Final Report*, on or before May 31, 2023, comprised of a copy of the final report presented to the RDN Board.
- An *Account of Study Expenses*, on or before July 31, 2023, comprised of a summary of all project expenses and confirmation that either all grant funding has been expended or an unused portion of the grant funding that will be returned to the provincial government. Unused grant funding should be returned in the form of a cheque made payable to the Minister of Finance no later than August 15, 2023.

The Ministry project lead will be Gareth Mogg, Senior Planning Analyst, Governance and Structure Branch, Local Government Division and can be reached by telephone at: 236-478-3553; or by email at: [Gareth.Mogg@gov.bc.ca](mailto:Gareth.Mogg@gov.bc.ca).

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Dann', with a small horizontal line extending to the right.

Michelle Dann  
Executive Director, Governance Structures

pc: Gareth Mogg, Senior Planning Analyst, Governance and Structure Branch

**Terms of Reference  
Regional District of Nanaimo (RDN)  
Electoral Area F Governance and Services Study**

**Overview of Regional District of Nanaimo**

The Regional District of Nanaimo (RDN) was established in 1967 and is one of 27 regional districts in B.C. It is governed by a Board of Directors whose members are appointed from four member municipalities' councils and elected from the region's seven electoral areas. The RDN encompasses an area of more than 200,000 Ha with a population of 155,698 (2016) and is situated within the territories of several First Nations.

The RDN Board has 19 Directors, elected to office for a four-year term (current term November 13, 2018 to November 8, 2022). The RDN is a local government that provides a variety of localized and regional services to its electoral areas and municipalities, both under legislation and by agreement, including emergency response systems, water systems, fire departments, land use planning, building inspection, solid waste management and parks and recreation services. The Board meets regularly to govern the affairs of the region and to establish local bylaws and public policy.

Electoral Area F, located in the central part of the RDN, includes the communities of Coombs, Hilliers, Errington, Meadowood and Whiskey Creek and the surrounding rural areas. According to the 2016 census, the area has a population of 7,724 and has experienced a population increase of approximately 4.1 per cent since 2011. A map of Electoral Area F is provided as Appendix A.

**Purpose of Governance and Services Study**

The purpose of the RDN Electoral Area F Governance and Services Study (Study) is to engage the public in an analysis of the current state of governance and service delivery in Electoral Area F, to understand the concerns, interests and priorities of the residents of the area, and to identify possible options for governance and service delivery models going forward, within the regional district framework.

The Study will illustrate the features of the current governance structure by describing the service delivery, method of cost recovery and decision-making arrangements. It will also include an engagement phase, which will educate the public on the current governance and service delivery in Electoral Area F, aid in determining the issues and interests that are of greatest concern to Electoral Area F communities and identify whether there are differences in how each of the communities envision their future.

The Study will provide current information about the existing local government system by:

- Describing the governance of unincorporated communities within a regional district, as well as the governance and statutory powers of municipalities, as appropriate for clarity;
- Describing how decisions are made in each community by the local government jurisdiction responsible for each of the local services received, e.g. RDN, improvement district, fire protection district, committee/commission, etc. (as applicable);
- Identifying and describing the different roles, responsibilities and jurisdictions of all local service providers, including the costs for services and how the services are paid for;

- Identifying geographies of concurrent services (if any) and cohesive community identities; and
- Engaging residents and property owners in the identification of common interests and concerns, and opinions on how alternative governance structures may meet the communities needs.

With a common understanding of the local government system, there will be an opportunity for Electoral Area F residents to engage in a discussion about the ways in which the current governance structure is and is not meeting the area's needs and an opportunity to highlight whether there are any common issues facing residents and property owners throughout the various communities and rural areas in the Electoral Area.

The Study will not provide detailed technical or financial information specifically on the impact of municipal incorporation. A governance and services study is not an incorporation study, instead focusing on how the current Regional District service delivery model functions, and whether the existing local government system is able to meet community needs or whether further study is warranted in relation to specific options.

### **Study Process**

The Study will be overseen by the RDN Board, RDN staff, a local Governance and Services Study Committee (Study Committee) and a Study consultant, with each having a different role and responsibility.

The RDN Board will oversee the Study. The Board will consider the Study findings and any recommendations in the final report and determine how to proceed. Specifically, the Electoral Area F Director will play a key role in the Study process, and as an *ex officio* non-voting member of the Study Committee, the Electoral Area F Director will provide an important link between the Study Committee and the RDN Board, ensuring the Study process is carried out in an inclusive, open and transparent manner.

A local Study Committee will be appointed by the RDN Board. Once established, the Study Committee will work with the Study consultant through the research and education elements of the Study work and engage the community in discussion. The Study Committee is a committee of the RDN Board and will report to the RDN. More details on how the Study Committee members are selected are provided below.

RDN staff will develop a request for proposals (RFP) for a Study consultant that builds upon the parameters set out in these terms of reference. The RFP will be issued by the RDN following the RDN's procurement policy and process. The RDN will select the successful consultant and will present the Study Committee with information on the selection of the consultant. The Study consultant will be independent, neutral, and a qualified expert in local governments.

The Study consultant will lead the Study and will work closely with the Study Committee. The Study consultant is a technician who should facilitate discussions and provide information without taking a position within the Study Committee or community. The consultant's report will conform to these principles and will be free of undue influence and will represent unbiased statements of facts, options, and conclusions. The consultant shall work closely with the Study Committee and report directly to the RDN, who will administer the contract.

The Study consultant will undertake engagement with the community and with stakeholders. The Study consultant will be responsible for identifying which key stakeholders to engage with as part of this process.

RDN and Ministry of Municipal Affairs (Ministry) staff will undertake engagement and outreach with First Nations who may have an interest in the Study and in providing their input and views in addition to their participation in the public engagement component of this Study.

The Study process will include:

- Research, documentation, and technical analysis, consisting of a profile of each service Electoral Area F receives and how it is governed, delivered and paid for, culminating in a draft preliminary governance and service Study report.
- Public engagement and stakeholder consultation processes focused on the contents of the draft preliminary report findings, community education and awareness, and issues identification.
- Realistic options for addressing issues and concerns based on the information gathered, with an implementation outline or next steps for each option.

The Study will culminate in a final governance and services report, providing a synopsis of both the governance and service findings and a summary of the outcomes from the public engagement process and a framework for assessing options.

Following completion of the Study, the consultant will present the draft final report to the Study Committee and RDN staff. The report may offer a series of recommendations on next steps, such as whether issues and concerns can be addressed through existing services and governance arrangements or whether further study is required. The Study Committee will receive and review the report and provide recommendations on which priorities should be further explored by the RDN Board. This may include undertaking additional restructure studies, such as a boundary analysis or incorporation study, should the Study indicate there is need for further analysis, based on public sentiment in the community and the feasibility of the options and next steps identified in the report.

The consultant will present the final report and recommendations to the RDN Board. The final report findings will also be provided by RDN staff to the Ministry.

Following these recommendations, the RDN Board has the discretion to determine whether to act on any or all of them and may contact the Ministry to consider possible next steps in the decision to fund or address alternatives.

### **Study Committee**

The Study Committee, working with RDN staff and the consultant, ensures that the Study and engagement with the community are neutral and balanced.

The Study Committee includes the Electoral Area Director in an *ex-officio* (non-voting) capacity. The composition of the volunteer Study Committee should be broadly representative of the various backgrounds, interests and localities in Electoral Area F. There should be 7-11 members, selected through an advertised call for members and appointed by the RDN Board.

The Study Committee is an objective fact-finding body. Individual members should ensure that any expression of their personal opinions does not detract from the ability of the Study Committee to function as a neutral conduit for information to the community. Committee members should see themselves as process managers, not decision-makers, and therefore favour consensus where possible as the method of working and moving the process forward.

Meetings are open to the public. At the first meeting of the Study Committee members will decide on codes of conduct that will be adhered to during the study process.

The Study Committee will provide input and guidance to the Consultant regarding public engagement during the Study process and to ensure the Study and community engagement are neutral and balanced. The Study Committee will also offer comments and advice on educational materials, consultation synopsis and report recommendations, based on member knowledge and expertise.

The Study Committee will select a chair and other positions from among its membership. RDN staff will assist with logistics, attend Study Committee meetings in an observational role, take minutes, and act as a resource to the Study Committee as needed.

The Study Committee is an advisory committee and will be appointed by the RDN Board in accordance with the RDN Procedure Bylaw and RDN practices.

## **Public Engagement**

The Study Committee, in collaboration with the consultant, should determine how best to engage with the public and stakeholders directly affected in the Study process. It is important to establish parameters for public participation so that residents and property owners understand the various opportunities to participate in the Study.

All meetings and public engagement activities will operate in compliance with provincial COVID-19 public health orders and RDN safety protocols, including mask and vaccine mandates where applicable.

The public engagement strategy should include:

- a process by which all residents throughout Electoral Area F will have an opportunity to participate in public engagement activities;
- community meeting(s) to present information to the public and to seek community feedback, as well as online resources, education and engagement opportunities;
- a process to gather information from the public and stakeholders on community issues;
- careful consideration of public engagement strategies during COVID-19; and
- a communication strategy prepared by the consultant for reporting out to the public on the Study progress

## **Scope of Work**

### **Study Area**

The entire geographical area of Electoral Area F will be encompassed in the Study. Including the entire geographical area of Electoral Area F in the Study will aid in determining the issues and interests that are



of greatest concern to residents and stakeholders in all localities throughout Electoral Area F, and will identify whether there are differences in how each of the communities perceive themselves and envision their future.

### Study Timeline

The Study will consist of several key milestones, which are outlined in the table below. The consultant will need to ensure their workplan meets these deadlines. The final Study report must be completed and presented to the RDN Board by the consultant May 2, 2023 and provided to the Minister of Municipal Affairs by the RDN no later than May 31, 2023.

Item	Deadline	Required Information
Draft Interim Report	June 27, 2022	Consultant will submit draft interim report comprised of research, documentation and technical analysis, community profiles, and public engagement strategy created in collaboration with the Study Committee, as set out in the Study Terms of Reference.
Communication and Public Engagement Materials	August – October, 2022	(No public facing/public engagement work during this time surrounding the local government general election period.) Consultant works with Study Committee in developing communication materials/processes for public engagement
Public Engagement	November 1, 2022, to January 31, 2023	Consultant and Study Committee will conduct public engagement activities and stakeholder meetings, gather public input and identify issues as set out in the Study Terms of Reference. Communication and other education materials will be created and RDN's Get Involved Website and social media will be updated in collaboration with RDN staff as required.
Draft Final Report	February 1 – March 16, 2023	Consultant will develop a draft final report providing a synopsis of the findings and a summary of the outcomes from the public engagement process and identified issues, with an outline of proposed next steps for each option.  The Study Committee will receive and review the draft final report for completeness and provide suggestions and feedback on recommendations to be made to the RDN Board in the final report. The draft final report will be provided by the Consultant to RDN staff.
Final Report and presentation to RDN Board	April 17, 2023  May 2, 2023	Consultant to provide final report to RDN staff. Report includes: <ol style="list-style-type: none"> <li>1. Synopsis of governance and service findings</li> <li>2. Summary of outcomes from the public engagement</li> <li>3. A framework for assessing options and outcomes resulted from findings</li> <li>4. Identified recommendations and possible next steps</li> </ol> Consultant presents final report and recommendations to RDN Board.

This timeline will become more certain after a consultant is selected and agreement is reached with the consultant on a feasible study completion schedule. Timelines may be adjusted with mutual consent of the Ministry and the RDN.

## Study Contents

The final Study report should align with the objectives of the Study. The report should present observations and analysis in a form that is legible and understandable to a broad public audience. The Study contents should include, but are not limited to:

1. Community characteristics and socio-economic profiles in relation to each of the communities and rural areas within the Electoral Area F Study area:
  - a. Description of community history and how communities perceive themselves;
  - b. Community characteristics here such as kilometres of roads and spectrum of services;
  - c. Population trends, both historic and forecasted;
  - d. Description of housing stock, household and dwelling characteristics;
  - e. Tax base trends, by individual tax class and with respect to the mix of tax classes;
  - f. Description of current business and industry;
  - g. Economic growth indicators such as building permits trends; and
  - h. Exploration of the sense of community connectedness with the other settlement nodes/communities.
2. Overview of rural governance:
  - a. Explain the nature of regional districts, their three central roles, and the financial obligations of a regional district member (both electoral area and municipality);
  - b. Outline the powers and responsibilities of regional districts:
    - i. Contrast the processes in regional district and municipal decision-making, in particular related to local decisions; and
    - ii. Note differences in powers and responsibilities for municipalities.
3. Identify the different design choices made available under the *Local Government Act* for rural governance.
  - a. Explain the different opportunities for service delivery.
  - b. Identify Board decision-making requirements for rural services and how decisions on rural services are made.
4. Describe the tax assessment system in BC and taxation in unincorporated jurisdictions:
  - a. Describe the differences in farm class assessment and taxation in municipal and unincorporated jurisdictions;
  - b. Summarize improvement district, municipal and regional district access to Provincial and Federal grant programs; and
  - c. Note municipal-only Provincial and Federal grant programs.
5. Current governance and service delivery in Electoral Area F:

- a. Describe the provision of services with reference to each of the major service providers (RDN and committees/commissions or volunteers if appropriate, private utilities, and the Province), their governance structure, service geography and methods of cost-recovery;
  - b. Describe how the service providers make decisions in relation to the services provided to the community;
  - c. Describe the relationship between different service providers (e.g. where water service is provided by one entity and sewer or fire protection by another), how those linkages are functionally managed and how they communicate with each other and identify common interests or issues;
  - d. Describe the level of cooperation/collaboration amongst governing bodies of service providers, with reference to their relative roles and responsibilities;
  - e. The use of any commissions or committees and their effectiveness in Area F, including but not limited to Advisory Planning Commissions, Recreation Commissions, Recreation Societies, etc.; and
  - f. Note variations in governance and/or service features and levels across different sub-areas of Area F, and complexities or benefits that arise.
6. Synopsis of public engagement:
- a. Summary of public engagement activities;
  - b. Report on results of stakeholder consultation; and
  - c. Summary of community issues and future community needs including an analysis of the current local government structure's ability to address issue or meet needs.
7. Appendices
- a. Copies of public engagement materials; and
  - b. Copies of foundation documents, e.g. Minister's letter to the RDN Board, project terms of reference, request for proposals, etc.

## **Out of Scope**

Undertaking detailed technical and financial information on the impact of municipal incorporation is outside the scope of this Study. Such an analysis would be found in an incorporation study, which could follow a governance and services study as a separate and subsequent step.

## **Role of Ministry**

Ministry staff will be available as a resource to RDN staff, the Study Committee, and the consultant, and will provide additional input including review of the draft materials and provision of comments prior to completion of the final report.

## **Administration of the Study**

As outlined in the "Study Process", the RDN will procure a consultant in accordance with the RDN's procurement policy.

An independent consultant will be sought to undertake this study with sufficient experience and expertise in local government boundary extension/restructure, service delivery and governance studies.

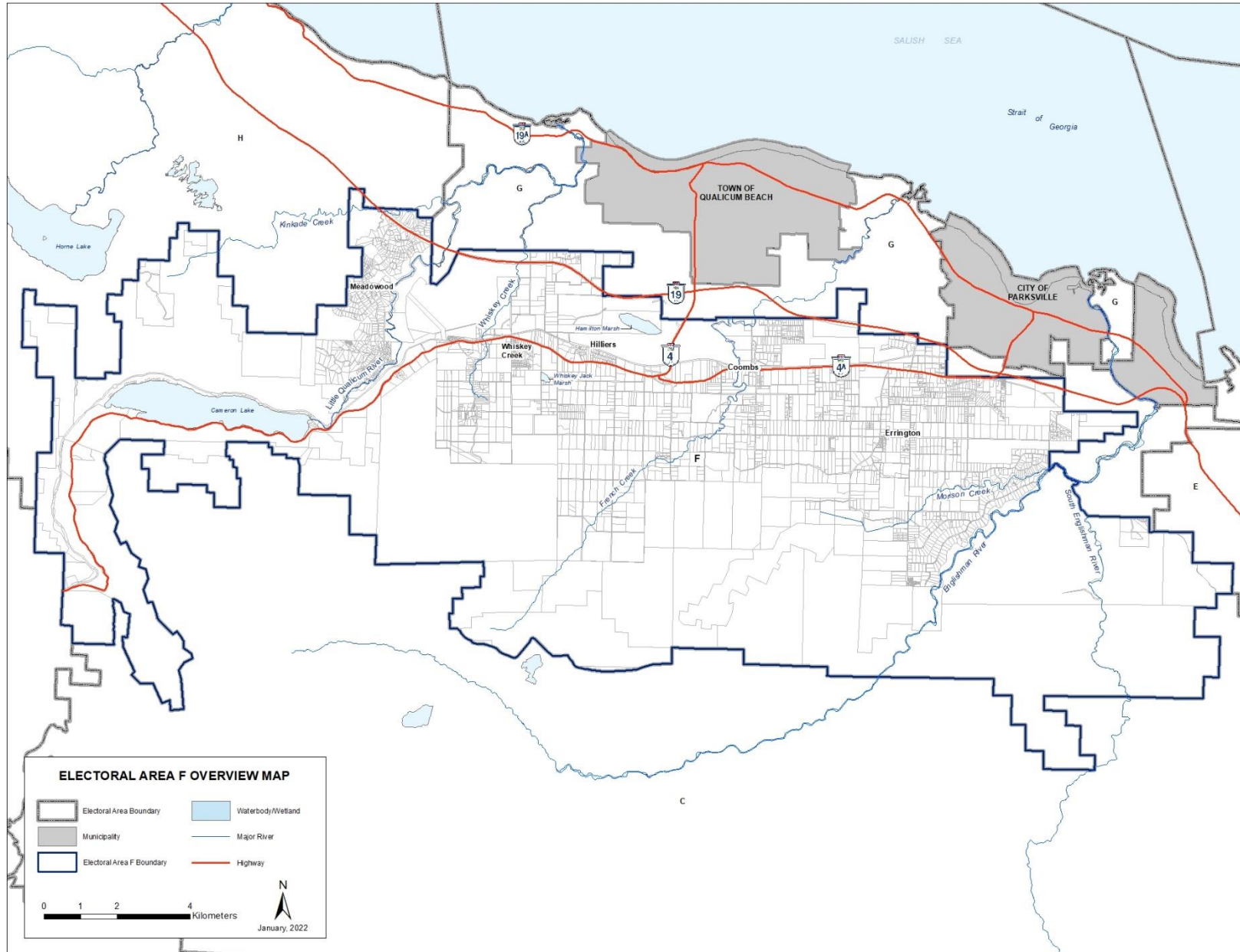
In working with the consultant, the RDN is responsible for ensuring that expected outputs completed by the consultant meet the requirements outlined in this Terms of Reference. This will be culminated through progress reports that will be shared with Ministry staff, the community and the RDN Board.

The consultant shall lead the Study and work closely with the Study Committee. The consultant will report directly to the RDN, who will administer the contract.

The total funding available for the governance Study will be determined by the RDN. The Ministry's financial commitment to the governance Study is \$60,000.

The RDN will provide Ministry staff with a copy of the selected consultant's proposal accepted as the basis of a contract for the study and/or a preliminary outline of the study and work plan before substantive work begins.

## Appendix A



**REGIONAL DISTRICT OF NANAIMO**  
**Electoral Area F Governance and Services Study Committee**  
**Terms of Reference**

**PURPOSE**

The Electoral Area F Governance and Services Study Committee (Study Committee) is a neutral, objective fact-finding body responsible for working with a study consultant (Consultant) appointed by the Regional District of Nanaimo (RDN) to help guide the Electoral Area F Governance and Services Study (Study) process, based on the attached terms of reference for the Study.

The Consultant will lead the Study, working closely with the Study Committee. The Study Committee has a number of roles: assisting the Consultant with public engagement, having regular meetings to discuss progress, assisting the Consultant with communications and reviewing education and awareness materials for clarity and completeness, reviewing and providing feedback on the Study report and providing recommendations to the Board.

The Study Committee will:

- Ensure the public is notified about the time and location of Study Committee meetings;
- Provide input and advice to the Consultant on the best methods to engage the public and stakeholders;
- Ensure the Study and community engagement are neutral, balanced and inclusive;
- Ensure that adequate information is provided to community members to enable them to provide informed feedback;
- Participate in community engagement activities;
- Remain objective and unbiased while overseeing the process of the community education and participation in the Study, and avoid reflecting preferred outcomes;
- Provide timely comments and advice on informational and educational materials, consultation synopsis and report recommendations, based on member knowledge and expertise.
- Receive the draft final report developed by the Consultant, which will provide the findings and outcomes from public and stakeholder engagement processes, to review for completeness and provide suggestions and feedback.
- The Study Committee may make recommendations to the RDN Board, based on a summary of the public sentiment in each community, the content of the final report and the Study Committee's work with the Consultant.

## **MEMBERSHIP**

The Study Committee is an advisory committee and will be appointed by the RDN Board in accordance with the RDN Procedure Bylaw and RDN practices.

The composition of the Study Committee will be broadly representative of the various backgrounds, interests and localities in the Electoral Area F Study area. The Committee will have 7-11 members, residing within Electoral Area F, selected through a publicly advertised call for members and appointed by the RDN Board.

The Electoral Area Director will serve as a member of the Study Committee in an *ex-officio* (non-voting) capacity. As an *ex officio* member of the Study Committee, the Electoral Area Director will provide an important link between the Study Committee and the RDN Board, ensuring the Study process is carried out in an open and transparent manner.

Membership on the Study Committee will end at the completion of the Study, when the final Study report is received by the RDN Board. Membership is voluntary and there will be no remuneration for participation.

## **STUDY COMMITTEE MEETING PROTOCOLS**

Study Committee meetings are open to the public.

A schedule of meetings will be determined by the Study Committee and the Consultant.

The Study Committee will select a Chair and Vice-Chair from its membership.

Meetings will be run by the Chair, or the Vice-Chair in the Chair's absence.

A quorum of the Study Committee will be comprised of not less than half of appointed Study Committee members.

Minutes of Study Committee meetings will be taken by RDN staff.

Study Committee meetings will adhere to procedures outlined in the RDN Procedure Bylaw No. 1754.

All Study Committee members are equal and have equal opportunity to contribute at meetings, as well as responsibility to respect the opinions of others.

Committee members should see themselves as process managers, not decision-makers, and therefore favour consensus where possible as the method of moving the Study process forward. The Committee has no financial or contractual authority.

Expression of personal opinions, including on social media platforms, should not detract from the ability of the Study Committee to function as a transparent, neutral conduit for information to the community about the Study.

## **COVID-19 SAFETY PROTOCOLS**

All Study Committee meetings and public engagement activities relating to the Study will operate in compliance with provincial COVID-19 public health orders and RDN safety protocols.

## **CONFIDENTIALITY**

Study Committee members will respect the confidentiality of community members who share information with them, including any information deemed “personal” as defined in the *Freedom of Information and Protection of Privacy Act*.

## **REMOVAL OF COMMITTEE MEMBER**

The Electoral Area Director or RDN staff may recommend to the Board that an appointed member of the Study Committee be removed if the member undermines the functionality of the Study Committee or disregards the Study Committee Terms of Reference.

## **ROLE OF RDN STAFF**

RDN staff will assist with meeting logistics, attend Study Committee meetings in an observational role, take minutes, and act as a resource to the Study Committee as needed.

## **AMENDMENTS TO TERMS OF REFERENCE**

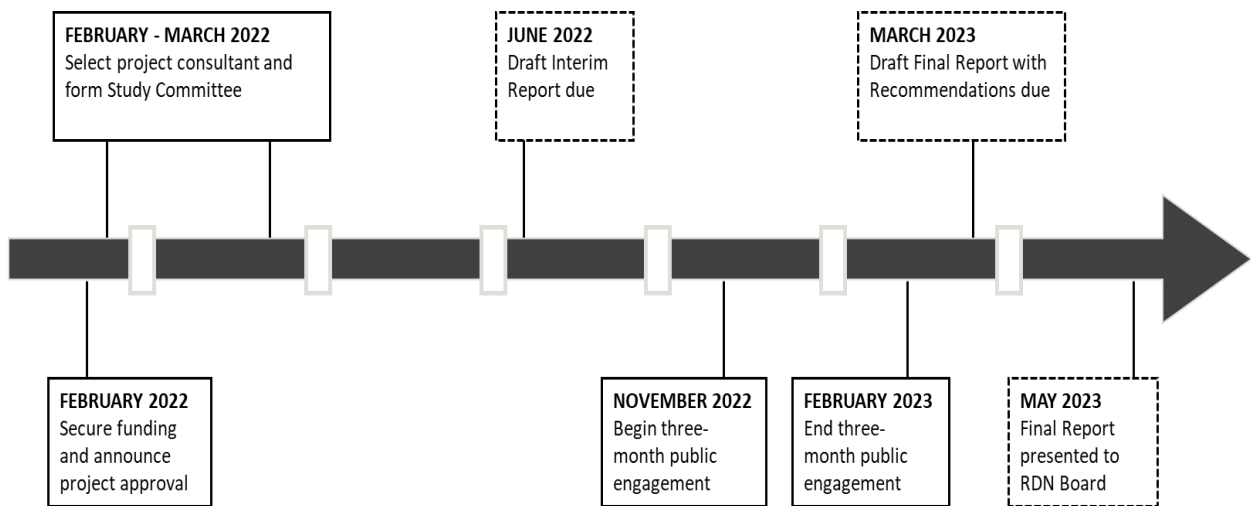
These Terms of Reference may be amended by the RDN Board.




## Attachment 7 Electoral Area F Governance and Services Study

### Key Messaging

- The Regional District of Nanaimo will conduct a Governance and Services Study in Electoral Area F in partnership with the Province of BC (Ministry of Municipal Affairs) beginning in the spring of 2022. The study will gather and analyze facts about the current state of governance and service delivery in Area F, get feedback from the community, and identify opportunities for improvement.
- To ensure a wide variety of views are heard during the study, the Regional District of Nanaimo will appoint a study consultant and a study committee in spring 2022. The committee will be made up of seven to 11 community members representing various backgrounds, interests and localities in Area F. The consultant and study committee will work together to ensure that the study and community engagement are objective, transparent, and inclusive.
- The study will take approximately 12-14 months and will begin in spring 2022. An interim draft study is expected to be done by the summer of 2022. The community engagement phase is expected to take place between November 2022 and February 2023 and will include community meetings, online tools and other opportunities for Area F residents, First Nations, and stakeholders to learn more and to share their views and suggestions.



-  External Consultant Reporting Requirement

- Funding for this study will be shared between the Regional District of Nanaimo and the Province of BC. The RDN has received a grant of \$60,000 from the Ministry of Municipal Affairs.
- A governance and services study is not the same as an incorporation study or a boundary review. However, if the study shows that all or part of Area F wants to look at boundary review or incorporation as possible options, and if that is one of the recommendations in the final report, a boundary review and/or an incorporation study could be a next step.
- Background information, FAQs, documents and other resources are available on the Electoral Area F Governance and Services Study's Get Involved RDN webpage. More information will be added once the study and public engagement is underway. The Regional District of Nanaimo is not yet taking comments, but we will keep residents informed about how they can get involved.

## **Questions and Answers**

### **Q: What is the Electoral Area F Governance and Services Study?**

The purpose of the Electoral Area F Governance and Services Study is to gather and analyze facts about the current state of governance and service delivery in Area F. This will clarify the concerns, priorities and interests of area residents and identify opportunities for improvement.

### **Q: Who runs the Governance and Services Study?**

An independent, neutral and qualified consultant appointed by the RDN will lead the study process, working closely with a governance and services study committee.

The study committee will be established by the RDN Board in spring 2022. It will be made up of seven - 11 community residents, including members from different areas, backgrounds and interests in Area F. The study committee is objective and balanced and will represent a wide variety of views. Electoral Area F Director Leanne Salter will be an *ex officio* non-voting member of the study committee. Committee meetings are open to the public.

The study committee will provide suggestions and feedback to the consultant on education and awareness materials, advise on and participate in public engagement, and assist in reviewing and developing recommendations for the final report.

### **Q: How much does the study cost?**

The cost of the study is shared between the RDN and the Province. Grant money in the amount of \$60,000 has been provided by the Ministry of Municipal Affairs. The rest of the funding will come from funds Area F has already saved for this project, as well as taxation. The total cost of the study will be known and shared at a later date.

### **Q: What will the Governance and Services Study process look like?**

A governance and services study committee will be established by the RDN in spring 2022. As well, the RDN will appoint a study consultant. The consultant will guide the study process, working closely with the

January 24, 2022

community study committee, especially on the public engagement process and community awareness materials.

Once the consultant has been hired and the study committee is in place, the study will begin.

The study will take approximately 12-14 months in total. It will include:

- An interim (draft) study report by summer 2022 that includes detailed information about Area F's governance and services.
- Extensive public engagement from November 2022 to February 2023 to identify issues and hear directly from community members, First Nations and stakeholders.
- A final report to the RDN Board and to the Ministry of Municipal Affairs (Province of BC) in May 2023 will provide a summary of the findings and outcomes, with recommendations for options and next steps.
- The RDN Board will consider the study findings and recommendations and decide how to proceed.

**Q: What is the Area that will be studied?**

The entire geographical area of Electoral Area F would be included in the study. This includes the communities of Coombs, Hilliers, Errington, Whiskey Creek, Meadowood and surrounding areas.

**Q: What is the Governance and Services Study timeline?**

The study will begin when the study committee and the study consultant are in place, in spring 2022.

Public engagement is anticipated to take place between November 2022 and February 2023.

The final study report must be completed and presented to the RDN Board in May 2023 and provided to the Minister of Municipal Affairs by May 31, 2023.

Any changes to these timelines will be shared with the community.

**Q: How will public engagement take place?**

The study consultant and study committee will determine how best to engage with the public and stakeholders.

RDN and Ministry staff will undertake engagement and outreach with First Nations who may have an interest in the Study and in providing their input and views in addition to their participation in the public engagement component of this Study.

The public engagement strategy is anticipated to include:

- Community meetings to present information to the public and to seek community feedback;
- A process to gather information from the public on community priorities and challenges; and
- A communication strategy for reporting out to the public on the study progress.

**Q: Will the Governance and Services Study look at incorporating Area F?**

No. Undertaking detailed technical and financial information on the impact of municipal incorporation is outside the scope of this study. Such an analysis would be done by an incorporation study, which could follow a governance and services study as a separate step, if the community wishes to pursue this option and if it is one of the recommendations in the final report.

**Q: How long will the Governance and Services Study take?**

It is anticipated the study will be completed by May 31, 2023. Public engagement will take place between November 2022 and February 2023. Any changes to the timeline will be shared with the community.

**Q: What role does the public play?**

The role of the public is very important. As the Governance and Services Study unfolds, the public will be given information on how to get involved. There will be many ways for people to share their views and opinions.

At this time, the study has been approved but has not started. The RDN is not yet taking feedback or comments from the public. A Get Involved RDN web page has been created to provide information and it will be updated regularly. Residents are encouraged to register for notifications as updates become available.

There will be many opportunities for people to learn more about their community and to share their views and ideas for future improvements.