

DND Identification Number: 2012100001

CVRD Identification Number: 0430-01

AMENDMENT NUMBER ONE

TO THE

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

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

AND

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

CONCERNING

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

1. INTRODUCTION

1.1 Comox Valley Regional District (CVRD), as represented by the Chief Administrative Officer and the Canadian Armed Forces (CAF), as represented by the Commander Canadian Forces Base Comox, hereinafter, jointly referred to as the "Participants" recognize that a Memorandum of Understanding (MOU) concerning the Establishment of a High Level Structure for Communicating Topics of Mutual Interest and Committing both Participants to work Effectively on Such Topics was signed on 26 June 2013 and remains in effect until 26 June 2018. In accordance with Section 8 (Amendments), paragraph 8.1 of the aforementioned MOU, the Participants wish to amend the MOU in its entirety with the following:

1.2. CVRD will be represented by the Chief Administrative Officer with key responsibilities and contact/title information as follows:

1.2.1. Chief Administrative Officer: senior staff member responsible for all administration and operations of the CVRD;

1.2.2. Engineering Services: water, sewer, liquid waste management and solid waste management;

1.2.3. Planning and Development Services: building inspection and land use planning;

1.2.4. Community Services: recreation, parks, emergency planning, transit, fire protection, Denman and Hornby Island services;

1.2.5. Corporate Services: animal control, bylaw compliance, communications, geographic information systems (GIS), information technology, marketing, media relations, public education, risk management, strategic planning, administration, elections, records management; and

1.2.6. Executive Management: financial planning, purchasing, human resources and personnel.

1.3. DND will be represented by the Base Commander, CFB Comox, with key responsibilities and contact/title information as follows:

1.3.1. Base Commander: Senior Official responsible for all administration and operations at CFB Comox;

1.3.2. Base Operations Officer: Intelligence, Imaging, Emergency response, Meteorology, Air Traffic Control, Military Police and Marine Deployment;

- 1.3.3. Base Administration Officer: Human Resources, Personnel Administration, General Safety, Recreation, Health Services, Accommodations, and Housing;
- 1.3.4. Base Logistics Officer: Environmental Services, Telecommunications and Information Systems, Firehall Services, Supply, Transportation, Electrical and Mechanical Engineering and Food Services; and
- 1.3.5. Officer Commanding, Real Property Operations Detachment (Comox): Construction engineering and infrastructure maintenance, facility and utilities management, real property custodian and authority for land/facility use.
- 1.4. CFB Comox operates under the CAF;
- 1.5. CVRD is a local government in British Columbia with express responsibilities and authorities under the *Local Government Act*, *Community Charter* and other legislation;
- 1.6. The Participants acknowledge that the interests of the Participants and local residents are best served by working together in the spirit of communication and cooperation; and
- 1.7. The Participants recognize that enhancing the CFB Comox and CVRD relationship will create an increased level of awareness for each other and is an important step in a dialogue towards a consultative relationship.

2. LEGAL DISCLAIMER

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

3. OBJECTIVES AND SCOPE

3.1. Objectives

- 3.1.1. To enter into a formal arrangement between CFB Comox and CVRD with respect to establishing and maintaining a long-term cooperative relationship through effective communications;
- 3.1.2. Provide a means to encourage discussion related to common areas of interest and responsibility;
- 3.1.3. To recognize each Participant's jurisdictions and capabilities with a commitment to promoting a spirit of partnership; and
- 3.1.4. Cooperation through liaison, sharing of information, and notification of significant initiatives that may impact the other Participant.

3.2. Scope

- 3.2.1. Meet at least annually to promote and encourage open and constructive dialogue based on mutual trust, honesty and respect;
- 3.2.2. Work cooperatively to ensure that the Participants have a full understanding of each other's governing structures, roles and responsibilities, as required; and
- 3.2.3. Respect the views and authority of each of the Participants.

4. KEY INTERESTS

- 4.1. Planning (land use and development);
- 4.2. Sewer (includes participation in the Comox Valley sewer system and on the sewage commission);
- 4.3. Recreation;
- 4.4. Solid waste (includes recycling, construction and disaster debris, etc.);
- 4.5. Coordination and promotion of certain community events (including bike to work week, Terry Fox Run, etc.);
- 4.6. Transit;
- 4.7. Emergency planning;
- 4.8. Fire protection;

- 4.9 Environmental Aspects; and
- 4.10. Other key interests as predetermined by and with the Participants' mutual consent.

5. FINANCIAL ARRANGEMENTS

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

6. QUALITY ASSURANCE

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

CFB Comox PO Box 1000 Stn Main Lazo, BC V0R 2K0 Phone: 250-339-8211 ext 8111	Comox Valley Regional District 600 Comox Road Courtenay, BC V9N 3P6 Phone: 250-334-6000 Email: administration@comoxvalleyrd.ca
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7. DIFFERENCES IN INTERPRETATION AND APPLICATION

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

8. AMENDMENT

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

9. CLAIMS

9.1 Each Participant **waives all claims against the other Participant for injury or death of its personnel and for damage to or loss of its property caused by personnel or agents (which do not include Contractors) of the other Participant.** If, however, such injury, death, damage, or loss results from reckless acts or reckless omissions, wilful misconduct, or gross negligence of a Participant's personnel or agents, the cost of any resulting claims will be borne by that Participant alone.

9.2 **Claims from any other persons for injury, death, damage, or loss of any kind will be processed by the most appropriate Participant, as determined by the Participants.** Any costs determined to be owed to the claimant(s) will be borne by the Participants in such proportions as determined by the Participants at that time. If, however, such injury, death, damage, or loss results from reckless acts or reckless omissions, wilful misconduct, or gross negligence of a Participant's personnel or agents (which do not include Contractors), the cost of any resulting claims will be borne by that Participant alone.

10. DURATION, WITHDRAWAL, RENEWAL AND TERMINATION

10.1. This MoU will remain in effect until five (5) years from the effective date below.

10.2 Either Participant may withdraw from this MoU at any time by delivering three months prior written notice to the other Participant.

10.3 The Participants may renew this MOU for a period not to exceed five (5) years, prior to its expiration and without any changes to the existing provisions, upon their mutual written consent.

10.4 This MoU may be terminated, with immediate effect, with the Participants' mutual written consent.

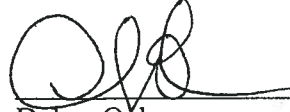
10.5 Any responsibilities incurred by a Participant during the active period of this MoU will remain the Participant's responsibility until fulfilled notwithstanding withdrawal from, termination or expiry of this arrangement.

11. EFFECTIVE DATE AND SIGNATURE

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



T.P. Dunne
Colonel
Commander, CFB Comox



Debra Oakman
Chief Administrative Officer
Comox Valley Regional District

5 MAY 16

Date

April 19, 2016

Date

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

