

# **REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**

## **REQUEST FOR PROPOSALS** for the **Electoral Area “G”** **Official Community Plan (OCP) Bylaw** **Implementation**

**October 15, 2020**

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**  
**REQUEST FOR PROPOSALS**  
**ELECTORAL AREA “G” OCP IMPLEMENTATION**

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# 1.0 INTRODUCTION

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## 1.1 PURPOSE

The Regional District of Okanagan Similkameen (RDOS) is requesting submission of proposals from consultant teams with proven experience in rural land use planning and community sustainability for the preparation and introduction of the Electoral Area “G” Official Community Plan (OCP) that is technically sound, easy to interpret, and reflective of local context.

This document outlines the overall scope of consultant services, sets out the basic requirements for the proposal document and provides the evaluation criteria to be used as a basis for awarding the OCP review and update assignment.

This document also outlines minimum requirements for the development and introduction of the Electoral Area “G” OCP, including engagement of the community and affected parties in establishing a community vision, goals and objectives. A project scope and public engagement strategy for an effective and inclusive engagement process that recognizes the unique challenges of a rural, heterogeneous area.

There are several sections to this project that will require specific expertise. If a consultant team does not have the expertise on a particular component, it is recommended that the consultant partner with others that do have the level of expertise.

The challenges of completing a rural land use plan review are often significantly different than smaller geographic and urban areas. In this instance, there is a significant educational component to public engagement, as land use bylaws are an unknown entity in this area.

## 1.2 BACKGROUND

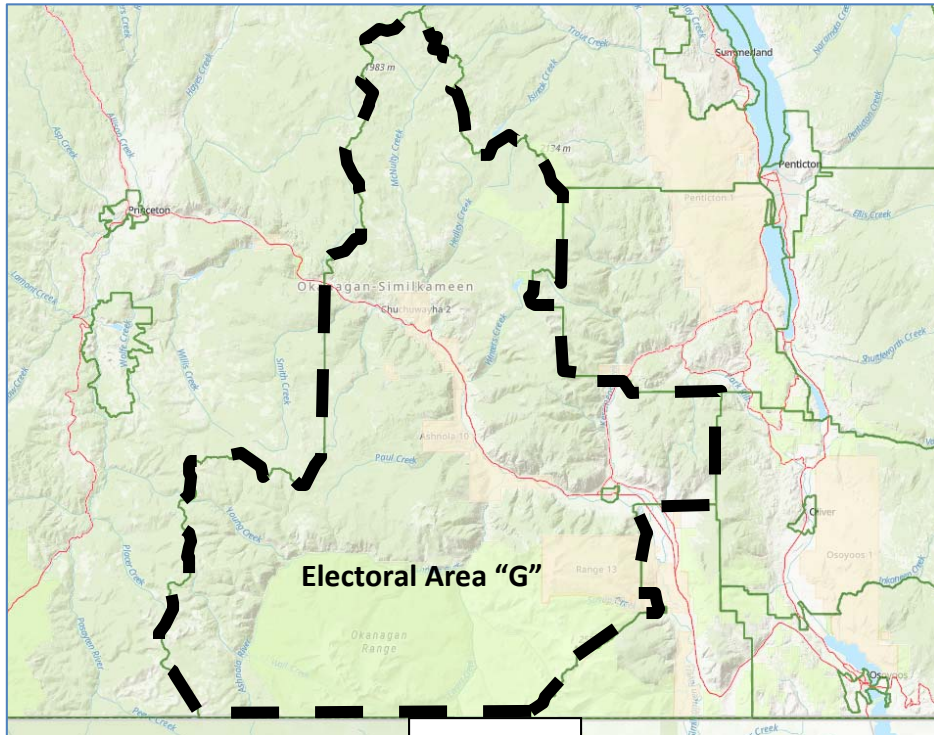
### *Geographical Context*

The Electoral Area “G” is a large area that occupies approximately 2,157 km<sup>2</sup> (215,753 hectare) of land defined by the Similkameen River valley and Okanagan Range. The area is primarily publicly owned lands.

The population of Electoral Area “G” is 2,236 (2016 Census) and includes 1,911 privately-owned parcels of land. Main settlement areas are the unincorporated areas of Hedley, Olalla and rural Keremeos. There are also populated pockets of development in the rural areas along Highway 3 and 3A (i.e. RV and Manufactured Home Parks). Figure 1.1 below shows the Electoral Area “G” boundary.

Of particular note, Electoral Area “G” geographical area contains lands outside of local jurisdiction including:

- Lower Similkameen Indian Band Range 13
- Upper Similkameen Indian Band Chuchuwayha 2, Chuchuwayha 2C and Ashnola 10
- Ministry of Transportation and Infrastructure roads, including Highway 3 and Highway 3A
- Cathedral Provincial Park
- Town of Keremeos



**Figure 1.0**

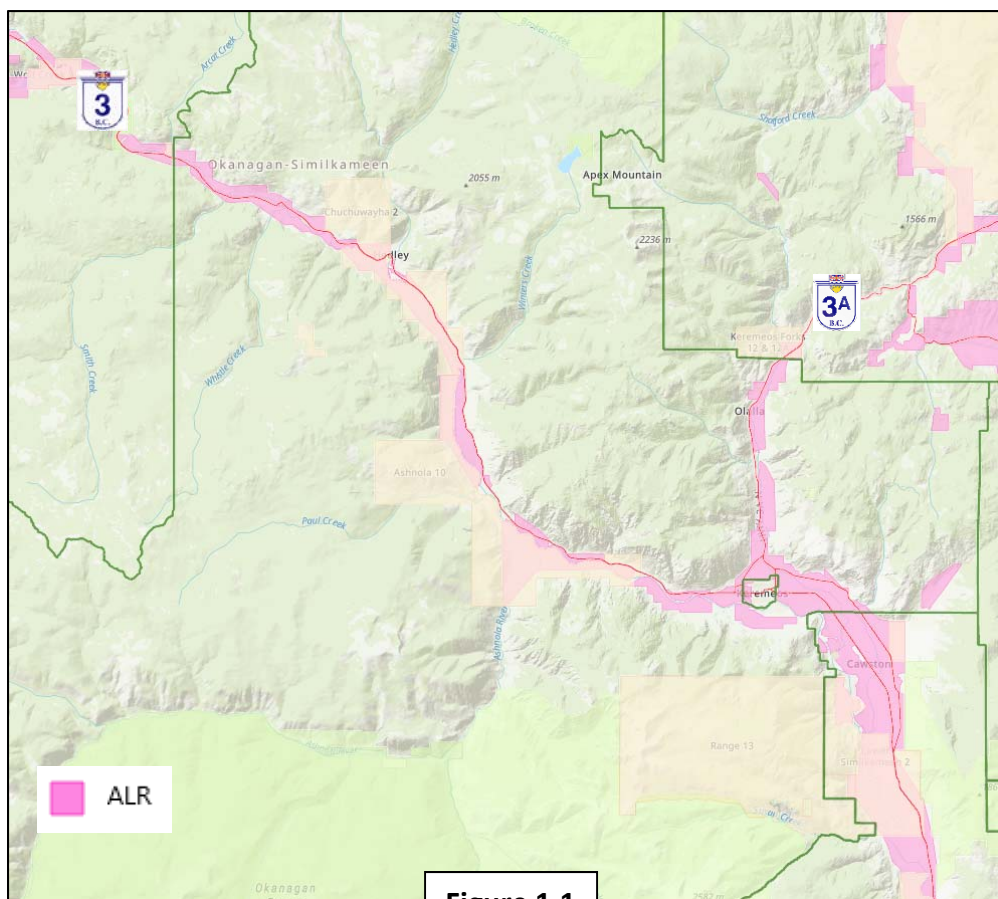
### *Regulatory Context*

Several provincial agencies have interest in and regulatory authority over lands in Electoral Area “G” including, but not limited to:

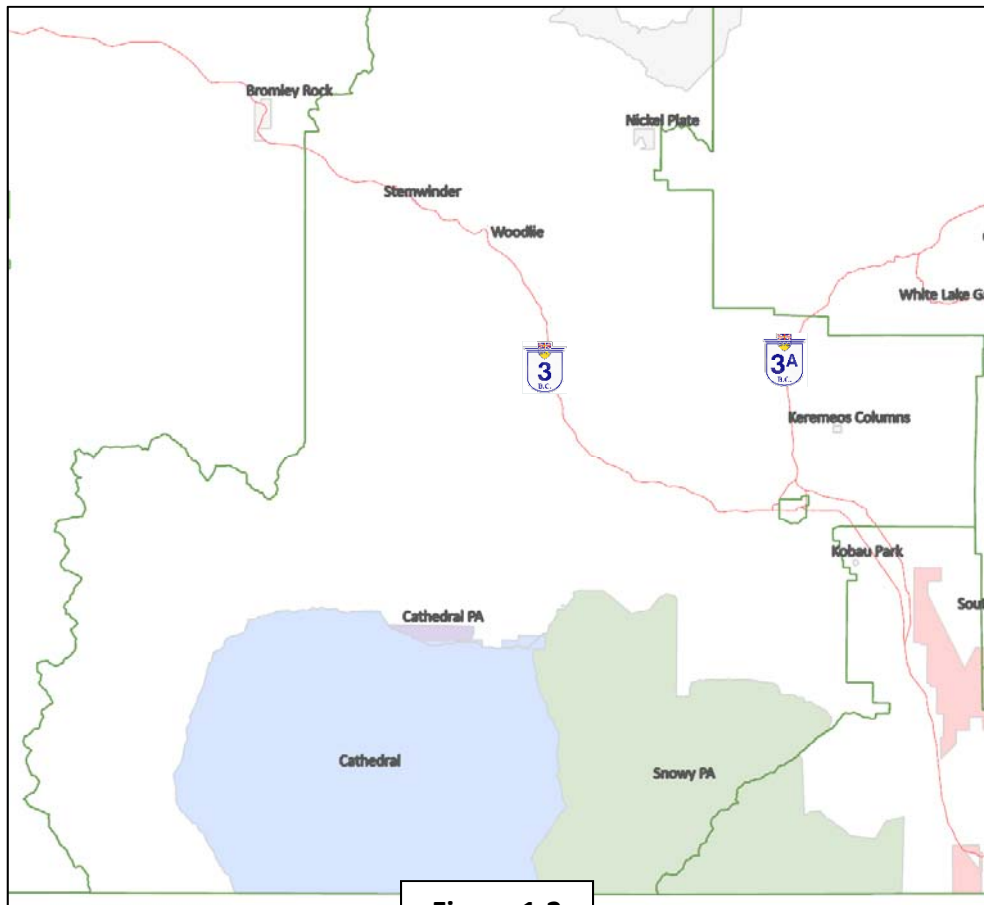
- Agricultural Land Commission
- Ministry of Transportation and Infrastructure
- Ministry of Forests, Lands, Natural Resource Operations and Rural Development
  - Integrated Resource Operations Division (Archaeological Branch)
  - Resource Stewardship Division (Fish, Wildlife and Habitat Management)
  - Tenures, Competitiveness & Innovation Division (Forest Tenures Branch and Land Tenures Branch)

- Ministry of Energy, Mines and Petroleum Resources
- Ministry of Environment and Climate Change Strategy (BC Parks)

Of note, the area contains approximately 2,065 ha of lands within the Agricultural Land Reserve (ALR), generally following the Similkameen River/Highway 3 and Highway 3A corridor (Figure 1.1).



Electoral Area “G” also contains , 54,900 ha of parkland comprising approximately 27% of the total land area (Figure 1.2).



**Figure 1.2**

In 2013, a Protocol Agreement was signed between the RDOS and a number of Indigenous partners, including the Lower Similkameen Indian Band.

On June 20, 2019, the RDOS endorsed a Memorandum of Understanding between Upper Similkameen Indian Band, Town of Princeton and the RDOS. Many of the members of the Upper Similkameen Indian Band reside in Hedley.

On July 2, 2019, the Governments of Canada and British Columbia and the syilx/Okanagan Nation signed a Memorandum of Understanding to formally work toward establishing a national park reserve in the South Okanagan-Similkameen – “one of the most ecologically-diverse regions of Canada”. Such a reserve *may* affect a portion of the eastern part of the Electoral Area near Cawston.

To date, there are no local land use bylaws in place for Electoral Area “G” (OCP, zoning or building), with the exception of Zoning Bylaw No. 2781, 2017, which is applicable to three limited areas near Keremeos, and Subdivision Servicing Bylaw No. 2000, 2002.

There are no building inspection services.

*Project History*

In 2019, the Electoral Area “G” Director expressed an interest in the communities’ opinion on future land use and development to reflect the aspirations and goals for the next 20-25 years, as well as providing direction to respond effectively to referrals from other levels of government and agencies.

A community engagement project was undertaken from August to October 2019 for the purpose of determining the level of community interest in developing an OCP. The following engagement strategies were utilized in a “Let’s Talk Land Use” campaign:

- Focus group-style lunch meeting
- Two public open houses
- Survey

Results of the community engagement indicated general support for developing a community vision that will help guide Electoral Area “G” for the next 20 or so years. It is anticipated that the community will be eager to discuss the following issues which have been identified as topics of interest:

- Defining growth areas
- Use of ALR lands
- Hazard areas (floodplains, geotechnical hazardous areas and fire risk)
- Archeological sites
- Sensitive ecosystems
- Water quality and quantity of community watersheds
- Transportation corridors and access

### **1.3 SUPPORT MATERIALS**

Staff will be available on an ongoing basis to discuss issues as they arise. The following documents are available on the RDOS website ([www.rdos.bc.ca](http://www.rdos.bc.ca)) to possibly assist in proposal preparation.

- Electoral Area “G” Zoning Bylaw No. 2781, 2017;
- Subdivision Servicing Bylaw No. 2000, 2002 (currently being re-drafted);
- Community Wildfire Plan and Mapping;
- Keeping Nature in Our Future: Biodiversity Strategy;
- RDOS Master Trail Plan;
- RDOS Solid Waste Management Plan;
- Climate Projections Report



- Electoral Area “G” “Let’s Talk Land Use” Summary Report;
- Electoral Area “G” “Let’s Talk Land Use” Survey Results;
- Protocol Agreement;
- Memorandum of Understanding;
- Agriculture Water Demand Model-Report for the Similkameen Watershed (2013);
- Similkameen Watershed Plan (2017);
- Strategy for a Sustainable Similkameen Valley (2010);
- Electoral Area “G” Community Profile (2020); and
- Preliminary land use map based on a desktop analysis of existing land uses, BC Assessment data, ALR boundaries and Crown land boundaries.

Other information will be available upon request:

- Parcel mapping; and
- Aerial photos.

**NOTE:** All vector data will be provided in ESRI v10 geoDatabase format or XML Workspace Document format. Raster data will be provided in geoTIFF or MrSID format. All data will be provided in Albers projection NAD 83 datum with the Province of BC parameters: <http://spatialreference.org/ref/epsg/nad83-bc-albers/>

## 2.0 INSTRUCTIONS TO PROPONENTS

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### 2.1 SUBMISSION OF PROPOSALS

Proposals will be accepted in hardcopy and/or by email.

Proposals may be submitted by email and/or hardcopy until the Closing Time specified. It is the Proponent's sole responsibility to ensure its Proposal is received at the address or email set out above by the Closing Time. If submitting by hardcopy please enclose one (1) hard copies and an electronic copy on a memory stick.

The Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the RFP program title, and be addressed to the following:

**Regional District of Okanagan-Similkameen  
c/o JoAnn Peachey, Planner I  
101 Martin Street  
Penticton, BC, V2A-5J9**

**AND**

**JoAnn Peachey** [jpeachey@rdos.bc.ca](mailto:jpeachey@rdos.bc.ca)

Proposals must be received on or before the **Closing Time** of:

**TIME: 3:00 PM local time**  
**DATE: November 6, 2020**

Proposals will not be opened publicly. The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Regional District's mail system.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by email or hard copy to the address above.

It also is the Proponent's sole responsibility to ensure their revisions were received, at the e-mail or address set out above, prior to the Closing Time.

Proposals received after the Closing Time will not be considered or evaluated.

### 2.2 INQUIRIES

All inquiries related to this RFP should be directed, by e-mail, to the following contact:

**JoAnn Peachey** [jpeachey@rdos.bc.ca](mailto:jpeachey@rdos.bc.ca)

Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and may be distributed through an addendum at the Regional District's option.

Any questions regarding this RFP must be submitted at least five (5) working days prior to the Closing Date. Any questions submitted after this date may not be answered.

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations, which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by the Regional District. All Addenda is to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between the Regional District directors, trustees or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum. The Regional District shall not be responsible for Proponents adjusting their Proposals based only on oral instructions by any representative of the Regional District.

### **2.3 SITE MEETING or PRE-PROPOSAL MEETING**

No site meeting or pre-proposal meeting is scheduled for this project. Consultants wishing to submit a proposal for this work may visit the Electoral Area "G" prior to proposal submission, however this will not be considered mandatory.

## 3.0 GENERAL TERMS OF PROPOSAL PROCESS

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### 3.1 DEFINITIONS

**“Addenda”** means all additional information regarding this RFP including amendments to the RFP;

**“Agreement”** or **“Contract”** means a contract that is issued to formalize the Work with the successful Proponent based on the proposal submitted and incorporate by reference the Request for Proposal, any addenda issued, the Proponent’s response and acceptance by the Regional District.;

**“Consultant”** means the person(s), firm(s) or corporation(s) appointed by the Regional District to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal.;

**“must”** or **“mandatory”** or **“shall”** means a requirement that must be met in order for the proposal to receive consideration;

**“Proponent”** means the responder to this RFP with the legal capacity to contract;

**“Proposal”** means a written response to the RFP that is submitted by a Proponent;

**“Regional District”** means the Regional District of Okanagan-Similkameen;

**“Request for Proposals”** or **“RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District;

**“Services”** means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

**“should”** or **“may”** means a requirement having a significant degree of importance to the objectives of the RFP but is not a mandatory requirement

**“Work”** means and includes anything and everything required to accomplish the project in accordance with this RFP and Proposal.

### 3.2 ACCEPTANCE OF TERMS AND CONDITIONS

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the

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RFP, including those that follow and that are included in all appendices and any Addenda. A person authorized to sign on behalf of the Proponent must sign the Proposal.

### **3.3 PROPOSAL PREPARATION COSTS**

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the Regional District, or any of its member municipalities, will be accepted. The Regional District shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

### **3.4 PROPOSAL EVALUATION**

The Regional District recognizes that “Best Value” is the essential part of purchasing a product and/ or service and therefore the Regional District may prefer a Proposal with a higher price, if it offers greater value and better serves the Regional District’s interests, as determined by the Regional District, over a Proposal with a lower price.

Appendix ‘A’ & ‘B’ contains the information regarding how Proposals will be evaluated.

The Regional District, at its sole discretion, reserves the right to:

- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- waive any minor irregularity or insufficiency in the Proposal submitted,
- not be liable for misunderstandings or errors in the Request for Proposals,
- issue addenda to the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or contractors for assistance in evaluating Proposals,
- request points of clarification to assist the Regional District in evaluating Proposals,
- negotiate changes with the successful Proponent,
- award separate contracts for separate work components, and
- withdrawal the Request for Proposals.

### **3.5 PROPOSAL PRESENTATION**

The Regional District reserves the right to request one or more of the Proponents whose submissions are of particular interest to the Regional District, to make an oral presentation to the Regional District.

### **3.6 NO CONTRACT**

This RFP is not a tender and does not commit the Regional District in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the Regional District by this RFP or submissions prior to the completed execution of a formal written Contract.

### **3.7 NO OBLIGATION TO PROCESS**

The Regional District fully intends at this time to proceed with the proposed project, however the Regional District is under no obligation to proceed to award of the Contract. The receipt by the Regional District of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the Regional District.

There is no guarantee by the Regional District that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a Contract with the Regional District for the purchase of the equipment, service, or project.

### **3.8 NEGOTIATION WITH PREFERRED PROPONENT**

The Proponent that submits the most advantageous Proposal may be awarded the Contract. The Regional District reserves the right to accept or reject all or parts of the Proposal, however, the Regional District is not precluded from negotiating with the preferred Proponent to modify its Proposal to best suit the needs of the Regional District.

The Regional District will enter into negotiations with a preferred Proponent to finalize any scope changes necessary to implement the project, as generally described in this RFP. If the Regional District considers that it is unlikely to settle such agreements with the preferred Proponent despite having negotiated with the preferred Proponent, the Regional District is entitled to cease negotiations with the preferred Proponent and to begin negotiations with another Proponent.

### **3.9 ACCEPTANCE OF PROPOSAL**

Following acceptance of the Proposal, the agreement that the successful Proponent will be expected to execute with the Regional District will contain terms similar to those provided in Appendix 'C'.

The expected attachments to the agreement will include the Request for Qualifications and the Proponent's submission, the Request for Proposal, the Proponent's Proposal submission and any mutually agreed upon modifications, changes or negotiated

adjustments.

### **3.10 LIABILITY FOR ERRORS**

While the Regional District has expended considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, nor is it comprehensive or exhaustive.

Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Scope of Work.

### **3.11 PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION**

All submissions become the property of the Regional District and will not be returned to the Proponent. The Regional District will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that the Regional District is a “public body” as defined in and subject to the provisions of the Freedom of Information and Protection of Privacy Act.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

### **3.12 CONFLICT OF INTEREST**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Regional District, its elected or appointed officials or employees, any property ownership direct or indirect in the project area. The Regional District may rely on such disclosure.

### **3.13 NO COLLUSION**

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof.

There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other

party in connection with the making of the Proposal.

### **3.14 NOT AN EMPLOYEE**

The successful Proponent will acknowledge and agree that neither the Proponent nor any person employed by or associated with the successful Proponent in the performance of the services or otherwise, is an employee of, or has an employment relationship of any kind with the Regional District or is in any way entitled to terms or conditions of employment or employment benefits of any kind whatsoever from the Regional District under any collective agreement or otherwise including but not limited to private programs or coverages and statutory programs and coverages, whether under the Employment Standards Act of British Columbia (as amended from time to time), the Workers Compensation Act of British Columbia (as amended from time to time), the Employment Insurance Act of Canada (as amended from time to time), health pay contributions or otherwise.

### **3.15 LITIGATION**

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the Regional District in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.



## 4.0 GENERAL PROPOSAL CONTENT

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### 4.1 CONSULTANT INFORMATION

Content to be included in the Proposal:

- **COMPANY INFO:** Full name, address and telephone number of the submitting office of the Proponent and where applicable, the name, address and telephone number of any branch office, affiliate or sub-consultant(s) that will be involved in the project.
- **PROJECT MANAGER:** The Proposal shall confirm the proposed project manager who will be the single point of contact, and responsible for direct interaction with the Regional District. Describe the work to be performed by the project manager and his/her qualifications and substantive experience directly related to the proposed Work.
- **PROPOSED PROJECT TEAM:** The Proposal shall list key individuals including the project manager and sub-consultant(s) who will have major responsibilities for the performance of the work. Describe the work to be performed by each listed individual and their qualifications, in terms of education and substantive experience directly related to the proposed Work. Capacity and ability of the Project Manager and Project Team to deliver the services within the defined timeframe must be discussed.

The Proposal shall include the following endorsement:

*“Identified Key Project Team members shall only be replaced with written approval of the Regional District.”*

- **REFERENCES:** The Proposal shall provide no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering the works or services for the experience cited.
- **EXPERIENCE:** The Proposal should include details on only the most recent three (3) or four (4) projects of related work for the Consultant and project team. It is the Proponent’s responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP within the project schedule and budget.

### 4.2 SUB-CONTRACTORS AND SUB-CONSULTANTS

The Proposal shall include the company name of all sub-contractors and sub-consultants proposed to be used in the performance of the Work with a description of the work they would be performing.

The sub-contractors and sub-consultants listed in the Proposal may not be changed without the written consent of the Regional District. If the Regional District so requires, the

Proponent shall be prepared to confirm to the Regional District the competence of sub-contractors and sub-consultants prior to acceptance of the Proposal.

#### **4.3 METHODOLOGY**

The Proposal shall contain an outline of strategies and skills that will be used to manage the project's expectations, resources, budget and to ensure quality control. The methodology must discuss how the Work will be completed that is listed in Scope of Work. Include other items identified and what services or interaction is required from/ with the Regional District.

In their own words, the Proponent must show that they have an understanding of what the Work involves and what is required to complete the project, specifically an understanding of the project critical issues and fixed budget.

#### **4.4 SCHEDULING**

The Proposal should contain a proposed work schedule showing the major activities or tasks, order and interdependence of the various milestones, sub-tasks and deliverables for each of the required tasks, including any proposed meetings.

#### **4.5 FEES AND DISBURSEMENTS**

The Proposal shall contain a breakdown of fees by task.

#### **4.6 PROPOSAL CONTENT & INNOVATION**

The Proponent shall address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject.

#### **4.7 SAFETY REQUIREMENTS**

During completion of the work, the Consultant is required to meet or exceed at all times, any requirements as detailed at the place of Work, which includes but not limited to all OHS regulations or standards. Prior to any onsite work, the successful Consultant will provide their Health and Safety Manual to the Regional District and participate in a site orientation with the Regional District.

#### **4.8 WORKERS COMPENSATION ACT**

The Proponent, and any proposed sub-contractors and sub-consultants, should provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with Work Safe BC.

## 5.0 PROJECT WORK

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While the Regional District has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is given solely as a guideline for Proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive.

The intent of the project is to develop and introduce the first Official Community Plan Bylaw for Electoral Area “G”. The following project components are identified as a guide to the milestone tasks to be undertaken, with the understanding that there will be feedback loops throughout the process.



### 5.1 SCOPE OF WORK

The Consultant selected will meet with the Regional District to determine a finalized work plan. This will include a review of responsibilities, expectations and establishment of timelines for the various stages of the project.

It should be noted that the Consultant will be required to liaise with RDOS staff throughout the project.

It is anticipated that the successful Proponent; along with any required sub-consultants, will provide the following general Work as a minimum:

#### .1 Project Initiation

##### **Key deliverable: Work plan to the Development Services Department**

Coordinate with staff to introduce consultant team and

- Develop a detailed work plan, incorporating the community engagement strategy for Electoral Area G’s first OCP, for the overall project with key deliverables identified within a specified timeframe and review with staff; and
- Develop and launch a webpage using “Regional Connections” website for

Electoral Area “G” OCP Project.

.2 Background Research

**Key deliverable: Background Report(s) to the Development Services Department**

Build upon the Community Profile prepared by the Regional District by collecting and analyzing data and identifying key issues, trends and priorities in a Background Report, to incorporate, at a minimum, chapters on:

- **Anticipated housing needs (5 year minimum):** preparation of population and housing unit forecasts to include location, amount, type and density of residential development. This must include data collection of existing residential uses, including affordable housing, rental housing and special needs housing (NOTE: the Regional District is anticipating completion of a Housing Needs Report in accordance with the requirements of the *Local Government Act* in 2020).
- **Land use inventory analysis:** analysis of location, amount and type of present, and preparation of forecasts to anticipate future demand of, commercial, industrial, institutional, agricultural, recreational and public utility land uses. This must include approximately location and area of sand and gravel deposits suitable for future sand and gravel extraction.

A land use map based on BC Assessment classifications, existing uses and ALR boundaries has been prepared for the Consultant’s use.

- **Servicing and public facilities analysis:** identification and analysis of location, type, usage, capacity and phasing of any major road, sewer and water systems, waste treatment and disposal sites, Irrigation and Improvement Districts, private utility purveyors, and public facilities, including schools and parks

A summary of known servicing and facilities has been prepared in the Community Profile for the Consultant’s use.

- **Community profiles:** identification and summation of unique geographical, environmental, historical, social, cultural and economic conditions for each distinct settlement within Electoral Area “G” (e.g. Hedley, Olalla, rural Keremeos).

Community profiles for Hedley, Olalla and rural Keremeos have been prepared for the Consultant’s use.

- **Greenhouse gas emissions baseline data:** Collection of current greenhouse gas emissions by sector (residential, commercial, industrial, agricultural, mining) within Electoral Area “G” to meet *Local Government Act* requirements.

- **Environmental assessment:** identification and analysis of known sensitive and endangered ecosystem, fish and wildlife habitats, and wildlife corridors
- **Hazard lands assessment:** identification and analysis related to hazard areas including floodplains, and wildfire risk areas.

The Background Report will provide the technical basis for the OCP Bylaw and will help inform land use designations, Development Permit areas and development of community objectives and policies.

A Community Profile has been prepared to form the foundation for the final Background Report.

### .3 Community Engagement

**Key Deliverable: Reports on community and stakeholder consultation, and presentation of findings to Development Services Department, Citizen’s committee (or APC committee, if established), and general public as outlined in the Community Engagement Strategy.**

The Consultant will execute the consultation activities and communication methods outlined in the Community Engagement Strategy (attached).

### .4 Bylaw preparation

**Key Deliverables: Draft OCP Bylaw, Summary Report, Board presentation, Open House, Public Hearing**

i) Alignment of background report and community engagement information that expresses a shared community vision and the local context

ii) Documentation:

Submit a report that thoroughly documents the information used (Background Report, Public Engagement and Technical Information) to inform the development and policy direction of the draft OCP Bylaw.

Prepare a draft OCP bylaw, using a standard RDOS MS Word template, including proposed objectives, goals, policies, development permit guidelines (if applicable) and implementation strategy, the latter of which is to include the identification of subsequent policy and studies required that would follow the adoption of the OCP Bylaw (if applicable).

Provide Board presentation materials and any required amendments to bring the OCP Bylaw to adoption.

## 5.2 SCHEDULING

The Proposal should include a comprehensive project schedule taking into consideration critical path elements and the tasks involved (start-up, task durations, site visits, milestone dates, etc.). The schedule should also identify the individual assigned to perform the tasks and the estimated number of hours committed. In addition, include the amount and type of work performed by each Sub-Contractor and in what sequence. Discuss how each task will be carried out; what services or interaction is required from/ with the Regional District.

The Regional District has established the following preliminary baseline schedule for the project. Any advancement of the times indicated are desirable and would be welcomed by the Regional District.

Task	Completion Date
Award to Consultant	November 2020
Project Initiation	December 2020
Finalize Work Plan and Community Engagement Strategy	December 2020
Final Background Report	February 2021
Public Project Launch	January 2021
Implement Community Engagement Strategy	January 2021-February 2022
Summary Report of Community Engagement (Phase 1-3)	September 2021
First Draft OCP	October 2021
Revised Draft OCP Bylaw	December 2021
Final OCP Bylaw	February 2022

The Consultant should plan their work to conform to this or their revised schedule. The Regional District will provide information and responses to Consultant in a timely manner so as not to impact the schedule.

## 5.3 PROJECT MANAGEMENT

Provide project management services throughout all project phases in cooperation with the Regional District project manager. Items required during the performance of the work include the following, at a minimum:

- The Consultant shall manage the project schedule, resources and budget very closely through all phases of this Work. To facilitate Project Management, the Consultant shall identify specific milestones, generate action plans, set completion dates of the various milestones, track the progress of each task and indicate how budget control is to be

exercised.

- Deliverable: The Consultant shall provide written reports to the Regional District summarizing the progress to date in comparison to the baseline schedule, project constraints, delivery dates, outstanding items, project budget, and any corrective actions that will be implemented to maintain the approved schedule.
- Consultant shall identify any equipment for which pre-purchase by the Regional District would be recommended to meet the schedule requirements.

#### **5.4 COMMUNICATIONS**

Project communications will be a key component in the success of the complete project and will carry through all project phases. At minimum, the Regional District expects the following:

- Meet with the Regional District project manager and other staff as required in a timely manner to review project objectives and to gather information at project milestones.
- Deliverable: The Consultant shall provide written notes of all meetings and distribute to all in attendance within 48 hours of the meeting. These notes shall clearly show the actions that are assigned for all individuals.
- All teleconference calls or virtual meetings, if required, shall be hosted by the Consultant.

Other communication activity details anticipated for a successful project outcome are to be included in the Proposal.

## 6.0 REPORTING REQUIREMENTS

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Before the conclusion of the project all documents, including but not limited to memos, reports, photographs, video, shop drawings, manuals, spreadsheets, project management information and tracking, assessments and other documents created for the purpose of this project, will be provided on a memory stick to the Regional District. Some specific reporting requirements are detailed in the following sections.

### 6.1 DOCUMENTS

Regular updates to the RDOS project manager are required throughout the project. Develop a communications plan with RDOS staff and for the public consultation required and identify roles of each participant. It is noted that the *Local Government Act* dictates that consultation must occur early and often.

The Regional District will require fully editable electronic copies of the draft and final packages in formats that are compatible with the software available at the Regional District (i.e. Microsoft Word and Excel, PDF files). The files will not be password protected.

All finalized reports must be submitted in one (1) hard copy as well as provided electronically. Draft reports can be reviewed electronically and do not require hard copies.

### 6.2 DRAWINGS

Drawings shall meet standards acceptable to the Regional District's Geographical Information Systems (GIS) department and be prepared and presented in SI units and use Geodetic datum and UTM Nad 83 coordinates.

All drawings shall also be drawn, saved and provided in PDF format and ESRI geoDatabase or XML Workspace Document format.

The final product received by the RDOS will include a single polygon feature class for the OCP dataset and separate feature classes for any maps being used in relation to the bylaw (NOTE: the Regional District will be preparing the Map Schedules to the bylaw).

All data will be in in ESRI v10 geoDatabase format or XML Workspace Document format.

All feature classes must have valid polygon topology with a cluster tolerance of within 0.01 meters in regards to overlapping polygons, gaps between polygons and boundary must be covered by parcel base line work.

Sufficient metadata will be included with all data sets to clearly and accurately describe the data and will include at a minimum, contact information, resolution and precision of the spatial data, brief description on how the data was created, date the data is current to, description of all attribute information and a description on any issues or concerns with the data.



The OCP feature class will include a specific attribute field describing the polygon designation.

OCP polygon boundaries will extend to the approximate centerline of the road where applicable.

### **6.3 ENVIRONMENTAL REPORT**

The Consultant/Contractor is required to track all fossil fuel consumption for each calendar year throughout the entire project. The Consultant/Contractor shall provide a fossil fuel report to the Regional District by February 1st of each year detailing the previous year's usage. The consumption shall be tracked by vehicle type and type of fuel used, and should include all subcontractor usages. Upon request, the Regional District will supply a sample template for reporting fuel use.

The Proposal shall describe how the Consultant/Contractor will meet this requirement.

Electronic copies shall be provided in PDF format and/or MS Word and Excel.

#### **A. Safety Procedures**

Prior to the start of the project, the successful Proponent is required to supply the Regional District with their safety procedure manuals. At this time the Proponent will also be informed of the Regional District's safety requirements. During the progress meetings, safety issues must be discussed and addressed.

## **7.0 FEES AND DISBURSEMENTS**

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The Proposal shall specify a maximum or upset fee up to and including the completion of the project for all taxes, labour, materials, equipment, sub-consultant expenses, approvals, permits, and all other expenses necessary to complete the work as described in the RFP. Any costs incurred by the Consultant above the submitted maximum cost will be the sole responsibility of the Consultant unless pre-approved by the Regional District.

A schedule of hourly rates for all personnel proposed, all equipment proposed and all disbursement rates for the project shall be included in the Proposal. Ensure sufficient detail is provided to facilitate evaluation of level of effort by task and cost.

Fee Estimates must include all applicable taxes, but show taxes as separate items. All prices quoted to be in Canadian dollars.

The total budget for the entire project is \$110,000 (\$55,000/year for 2020 and 2021). This includes all costs for a successful completion of the project scope of work. No additional funds are available for the project.

## APPENDIX "A" - REQUEST FOR PROPOSALS EVALUATION PROCESS

1. Requests for Proposals (RFP's) shall be reviewed by an Evaluation Team, which shall consist of at least two staff members.
2. Each Evaluation Team member shall complete an RFP Evaluation contained at Schedule 'B' Form for each Proposal.
3. Evaluation Team Members will use the following list of questions to complete the RFP Evaluation Form:

### **.1 Proponent Evaluation**

#### (i) Qualifications of Firm and Project Team Members

- a) Are the firm and project team members specialized and qualified in the nature of the project work?

#### (ii) Experience of Firm and Project Team Members

- a) Has the firm completed similar projects during the last three years?
- b) Do the assigned project team members have experience with similar projects?

#### (iii) Past Performance

- a) Is the firm's record of past performance sound?
- b) Do reference checks reveal weaknesses?
- c) Was abnormal level of monitoring required?
- d) Does the firm consistently complete assignments on time and within budget?

#### (iv) Resources

- a) Does the firm have ample resources (e.g. staff, equipment, etc.) to apply to this project?

### **.2 Proposal Evaluation**

#### (i) Scope

- a) Do the objectives, scope, work plan, and prediction of results comply with the terms of reference and project objectives?

#### (ii) Methodology

- a) Is the methodology clear and in sufficient detail to cover all necessary aspects?
- b) Does the Proposal reflect the required understanding of the project? Is each task clearly outlined and in logical sequence?

(iii) Environmental Performance

- a) Does the proposal address environmental performance of the proponent and what has been implemented by the proponent?
- b) Are environmental requirements of this RFP addressed (such as fossil fuel use)?
- c) What is the environmental burden and unit cost of a product, from its design through to production and then final disposal?

(iv) Scheduling

- a) Does the Proposal indicate that the achievement of objectives will be met according to an acceptable schedule?
- b) Are they within the timelines set by the terms of reference (if outlined in the terms of reference)?
- c) Are problems or delays accounted for? Is timing realistic for the project?

(v) Project Team

- a) Is the level of effort (total hours) adequate, low or high?
- b) Are the hours of professionals involved adequate, low or high?
- c) Is the proportion of professional vs. technical hours adequate or appropriate?

(vi) Clarity of Proposal

- a) Is the Proposal clear, concise, and logical?

**.3 Price Evaluation**

- (i) Total Price

**.4 Environmental Performance Decision Criteria**

Basic evaluation criteria for rationalizing the purchase of environmentally sound alternatives:

- (i) Does the alternative product meet or exceed the minimum required performance specifications? (e.g.) durability, safety, structural integrity. (If no, use the conventional product; if yes move to (ii)).
- (ii) Is the unit pricing of the alternative product equal, or less than, the conventional product? (If yes purchase the alternate product; if no move to (iii)).
- (iii) What is the total annual cost differential of using the alternate product instead of the conventional? (If the effect on budget is nominal use the alternate product; if the effect on budget is more than nominal go to (iv)).

- (iv) By using the alternate product are there any offsetting benefits that can be clearly measured and recorded in cost avoidance accruing to the same Business Unit, or to other business Units and, if so, do those benefits equal or exceed the extra acquisition costs? (If yes purchase the alternate product; if no go to (v)).
  - (v) Are there any other benefits that are not measurable in any direct monetary sense but are benefits that we ought to realize for other on-pecuniary reasons?, e.g. “green benefits” such as reduced pollution, air emissions, effluent release, recyclable & disposal issues etc. (If no, purchase the conventional product; if yes define those reasons and report them through established reporting channels to get the increased budget commitment approved. In either case go to (vi)).
  - (vi) If acquisition of the alternative product, at the higher cost, is approved purchase the alternate product; if not purchase the conventional product.
4. Upon completion of Step 2 in Appendix “B”, the Evaluation Team shall determine, by consensus, the score for each Proposal and will forward these scores to the Board for its consideration to select the successful Proponent.

**APPENDIX "B" - REQUEST FOR PROPOSALS EVALUATION FORM**

Proponent's Name: _____			
Project Title: Electoral Area "A" OCP Review and Update			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal received prior to closing		
	Sub-consultant list submitted		
	Project Manager identified		
	Proposed schedule included		
	Reference List		
	Hourly rates provided		
	Maximum or upset fee included		
	Complete proposal as requested		
Step 2:		Assigned Points	Points
Proponent (15-30 points)	Qualifications of firm and project team members	5	
	Experience of firm and project team members	10	
	Past Performance / References	5	
	Resources	5	
	Local Knowledge	10	
Proposal (30-50 points)	Scope	5	
	Methodology	10	
	Environmental Performance	5	
	Scheduling	10	
	Project Team - Level of Effort	10	
	Clarity of Proposal	10	
Price (20-50 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (20% weight)	20	
Total Score	Proponent + Proposal + Price Scores	100	

## **SAMPLE CONSULTING SERVICES AGREEMENT TERMS**

### **SECTION 1.0 INTERPRETATION**

- 1.1 For purposes of this Agreement, except as otherwise expressly provided:
- (a) Section—all references in this Agreement to a designated “section” or other subdivision or to a Schedule is to the designated section or other subdivision of, or Schedule to, this Agreement;
  - (b) Whole Agreement—the words “herein”, “hereof”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section or other subdivision or Schedule;
  - (c) Headings—any headings have been inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
  - (d) Non-limiting—the singular of any term includes the plural, and vice versa; the use of any term referable to a particular gender is equally applicable to any gender and, where applicable, a body corporate; the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language, such as “without limitation” or “but not limited to” or words of similar import is used with reference thereto).

### **SECTION 2.0 CONSULTANT’S DUTIES**

- 2.1 The Consultant shall provide, and has agreed to provide to the Regional District all Services set out in the Request for Proposal (attached hereto as Schedule “A”) and the Consultant’s Proposal (attached hereto as Schedule “B”), both of which form part of this agreement (hereinafter collectively called the “Services”). The Services shall be provided within the times specified in Schedules A and B.
- 2.2 In performing the Services under this Agreement, the Consultant shall, at all times, act in the best interests of the Regional District and exercise that degree of professional skill, care and diligence required according to generally accepted professional science and engineering standards applicable to the performance of such Services at the time and place the Services are performed.
- 2.3 It is agreed that in awarding the professional Services encompassed within this agreement to the Consultant, the Regional District has relied upon the Consultant’s representations concerning the experience of certain identified personnel in the employ of the Consultant. It is agreed that, in performing the Services under this agreement, the Consultant shall designate those key staff and subconsultants specified in Schedule “B” to carry out and provide the Services to be provided by the Consultant as referred to herein
- 2.4 The Consultant shall request of the Regional District any information or data contained in

Regional District files which the Consultant requires in order to perform the Services. The Regional District is only obligated to provide to the Consultant information and data that is pertinent to the terms of reference and work program set out in Schedules “A” and “B”. The Consultant may rely on such information or data as may be provided by the Regional District without independent verification.

- 2.5 To ensure that the Project is processed in a timely manner, the Consultant and the Regional District will apply their best efforts to meeting the following deadlines:
- a) Phone call inquiries from the Regional District will be returned within 24 hours;
  - b) Public inquiries to the Consultant on technical issues will be returned within 48 hours;
  - c) Meetings will be scheduled within 5 working days from date of request;
  - d) Review comments for material submitted by the Consultant will be processed by the Regional District within 14 days of receipt.
- 2.6 Costs which have not been identified by the Consultant in the cost estimate will not be paid by the Regional District without prior approval and confirmation in writing. No payment shall be made to the Consultant for cost overruns that have not been the subject of prior notice and approval by the Regional District.
- Any change in the rates charged for fees and disbursements must be approved in advance, in writing, by the Regional District.
- 2.7 The Consultant shall submit to the Regional District regular progress reports, as requested from time to time, and such additional reports as may be reasonably required.

### **SECTION 3.0 FEES AND DISBURSEMENTS**

- 3.1 The Consultant shall receive from the Regional District for the performance of the Services the compensation referred to in \_\_\_\_\_
- 3.2 Invoices may be rendered on a monthly basis prorated to the work completed or, at the conclusion of each phase by the Consultant to the Regional District, and shall be delivered to the Regional District of Okanagan-Similkameen, 101 Martin Street, Penticton, British Columbia, V2A 5J9. Invoices shall be payable in full by the Regional District within thirty (30) days of receipt.
- 3.3 The Consultant shall provide all necessary and sufficient substantiation to the Regional District in order to verify any invoice upon request. If the Regional District is unable to verify any invoice within the said period, any payment by the Regional District either may be withheld or may be made and treated as an advance pending verification of the invoice.
- 3.4 Any necessary adjustments which have not been made prior to payment of an invoice may be made by the Regional District at the time of a later payment. If the Regional District is shown to have overpaid, the Regional District may deduct the amount from any other sums due to the Consultant from the Regional District or the Consultant shall pay



the amount to the Regional District within thirty (30) days of the amount being agreed upon or otherwise established.

- 3.5 The Regional District may request the Consultant to submit prior to payment of the final invoice a statutory declaration or other proof that there are no outstanding costs, assessments, liens or claims in connection with the project.

#### **SECTION 4.0 CONFIDENTIALITY, OWNERSHIP AND USE OF DOCUMENTS AND MATERIALS**

- 4.1 The Consultant acknowledges that in the performance of the Consultant’s responsibilities hereunder, the Consultant may have access to confidential information, records and customer lists of the Regional District (the “Confidential Information”). During and after the term of this Agreement, the Consultant shall not, directly or indirectly, disclose such Confidential Information to any person or use any such Confidential Information, except:

- (a) as required in the course of performing such Services and then only to staff of the Regional District on a need-to-know basis; or
- (b) with the prior written consent of the Regional District;

and all Confidential Information which the Consultant shall prepare or use or come in contact with shall be and remain the Regional District’s sole property and shall not be removed from the Regional District’s premises without its prior written consent, except as required in the normal course of performing the Services under this Agreement.

- 4.2 The Consultant agrees that all base materials, research results, computer programs, computer files, drawings, documents and notes and materials of any type whatsoever developed or prepared by the Consultant (hereinafter called the “Documents”) in the performance of the Services shall vest and become the absolute property of the Regional District, including copyright of such Documents and upon completion of the Services or termination of this Agreement, all copies of Documents shall be delivered by the Consultant to the Regional District. The Consultant may retain one copy of it’s materials for record purposes.

- 4.3 The Consultant agrees that all restrictions in this Section 4 are reasonable, fair and valid in all the circumstances and, to the fullest extent permitted by law, hereby waives all defences to the strict enforcement thereof by the Regional District.

- 4.4 The Regional District acknowledges and agrees that the Consultant’s Services have been provided for a specific purpose. Any reuse, modification, or misuse of the Consultant’s studies, reports, drawings, plans, designs, specifications, models, software, processes, documents, or other information by the Regional District or third parties shall be at the Regional District’s sole risk and responsibility.

#### **SECTION 5.0 SPECIAL TOOLS AND EQUIPMENT**

- 5.1 All necessary special tools, equipment and other things shall be acquired by the Consultant solely at the Consultant's cost and shall be the property of the Consultant unless the Regional District specifically authorizes the purchase of a specific item at the Regional District's expense.
- 5.2 The cost of special tools, equipment and other things that have not been specifically identified in detail by the Consultant or specifically authorized in writing by the Regional District during performance of the project shall be considered to be within the overhead of the Consultant.
- 5.3 If the Regional District specifically authorizes, in writing, that the Consultant shall purchase any special tool, equipment, or other things at the expense of the Regional District then such items shall become the property of the Regional District. The Consultant shall bear the risk of loss or damage, normal wear and tear excepted, to all such items for the time when such items are out of the possession and control of the Regional District. Upon completion of the project, the Consultant shall deliver all such special tools, equipment and other things to the Regional District.

## **SECTION 6.0 SUB-CONSULTANTS AND SUB-CONTRACTORS**

- 6.1 The Consultant may, with the prior written approval of the Regional District, engage the services of sub-consultants or sub-contractors to perform work which the Consultant is unable to perform.
- 6.2 The sub-Consultants and sub-contractors shall agree in writing prior to their participation in the Project to be bound by duties and obligations arising out of this Agreement between the Consultant and the Regional District.
- 6.3 The Consultant shall be responsible to the Regional District for all work carried out by sub-consultants and sub-contractors in connection with the project as if such work had been performed by the Consultant.
- 6.4 The Consultant shall be responsible to the Regional District for the acts and omissions of all sub-consultants and sub-contractors, their employees and agents, as if such sub-consultants and sub-contractors, their employees and agents, were persons directly employed by the Consultant.

## **SECTION 7.0 TERMINATION AND SUSPENSION**

By the Regional District:

- 7.1 If the Consultant is in default in the performance of any of his material obligations set forth in this agreement, then the Regional District may, by written notice to the Consultant, require such default to be remedied. If, within seven (7) days after delivery of such notice, such default shall not have been corrected or reasonable steps to correct such default have not been taken, the Regional District may, without limiting any other

right or remedy the Regional District may have, immediately terminate this agreement and discharge its obligations under this agreement by paying for the cost of the Services rendered and disbursements incurred by the Consultant and remaining unpaid as of the effective date of the termination.

- 7.2 The Regional District may terminate this Agreement upon seven (7) days' prior written notice in the event the Consultant:
- (a) fails to complete the Services or any portion thereon within the time specified by this Agreement;
  - (b) becomes insolvent;
  - (c) commits an act of bankruptcy;
  - (d) assigns this Agreement without the required written consent of the Regional District;
  - (e) fails to adhere to or perform any of the provisions of this Agreement;
  - (f) has any conflict of interest which may, in the opinion of the Regional District, adversely affect any project for which the Services are being provided; or
  - (g) there is a change in the personnel referred to in Schedule "B" herein without the prior written approval of the Regional District.

- 7.3 Notwithstanding anything herein to the contrary, the Regional District may, for whatever reason, terminate this Agreement on One (1) months' prior written notice to the Consultant, in which case the term of this Agreement shall expire upon the effective date set out in the aforesaid notice, and the Regional District shall have no further obligation to the Consultant for the balance of the term of this Agreement save and except as may exist on the termination date.

Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out the project.

In such event, the Consultant shall be paid by the Regional District for all Services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination. On said payment the Regional District shall have no further liability of any nature whatsoever to the Consultant for any loss of profit or any other losses suffered, either directly or indirectly, by the Consultant as a result of the termination of this agreement.

- 7.4 The Consultant shall, upon termination, forthwith provide to the Regional District a reproducible copy of all materials used by the Consultant or prepared by the Consultant in regards to the Services.

- 7.5 The Consultant agrees that the termination or suspension of this agreement or any change thereto does not operate as to relieve or discharge the Consultant from any obligation under this agreement or imposed upon the Consultant by law in respect of the Services or any portion of the Services that the Consultant has completed to date or such

termination or suspension. This indemnity shall survive the expiry or sooner termination of this agreement.

By the Consultant:

- 7.6 If the Regional District is shown to be in default in performance of any of its material obligations set forth in this agreement, then the Consultant may, by written notice to the Regional District, require such default to be corrected.

If, within seven (7) days after receipt of such notice such default shall not have been corrected, or reasonable steps have not been taken to correct such default, the Consultant may, without limiting any other right or remedy he may have, immediately terminate this agreement. In such an event, the Consultant shall be paid by the Regional District for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

- 7.7 If the Consultant's Services are suspended by the Regional District at any time for more than thirty (30) days through no fault of the Consultant, then the Consultant shall have the right at any time until such suspension is lifted by the Regional District, to terminate this agreement upon giving written notice thereof to the Regional District.

In such event, the Consultant shall be paid by the Regional District for all Services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension.

## SECTION 8.0 INSURANCE AND INDEMNITY

- 8.1 The Consultant shall maintain in full force and effect with insurers licensed in the Province of British Columbia, all insurance as outlined on the attached **Certificate of Insurance – Standard Consultant's Certificate Form** as provided by the Regional District. This form must be completed by the Consultant's insurance broker and returned to the Regional District.

- 8.2 The Consultant shall, at his expense, establish and maintain Errors and Omissions Insurance in respect to the Services and operations of the Consultant based on the following:

1. Preliminary Project where fees do not exceed \$15,000: Insurance limit shall be a minimum of \$250,000 per claim and \$500,000 per policy period.
2. Studies with no designing required: Insurance limit shall be a minimum of \$500,000 per claim and \$1,000,000 per policy period.
3. Design assignments and/ or planning services covering projects not exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$1,000,000 per claim and \$1,000,000 per policy period.
4. Design assignments and/ or planning services covering projects exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$2,000,000 per claim.

- 8.3 The Consultant’s Professional Errors and Omissions Insurance shall be maintained continuously during the term of this Consulting Services Agreement and subsequently continue to be in force for twelve (12) months beyond the project completion date of Services (i.e., submission of Final Report, as approved in writing by the Regional District).  
The Consultant will provide 30 days written notice in advance of cancelation of any policies.
- 8.4 General liability insurance must be obtained on an occurrence basis for the Consultant with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage. Detailed coverage is to be as specified on the provided Standard Contractor’s Certificate Form.
- 8.5 The Consultant shall at all times indemnify, defend, release, hold harmless and forever discharge the Regional District, and the Regional District elected and appointed officials, officers, employees and agents from and against all liability, claims, damages, losses, costs, actions, causes of action, suits, proceedings and expenses at law and in equity, whether known or unknown, including all actual legal and other professional fees and disbursements on a full indemnity basis, whether arising directly or indirectly from death, personal or bodily injury, sickness, disease, property loss, property damage or other loss or damage which may result from or be connected with the performance of this Agreement, including any breach or default of this Agreement by the Consultant or its employee.

## **SECTION 9.0 ARBITRATION**

- 9.1 All matters in dispute under this agreement may, with the concurrence of both the Regional District and the Consultant, be submitted to arbitration to a single arbitrator appointed jointly by them and the provisions of the *Arbitration Act* shall apply.
- 9.2 No one shall be nominated to act as arbitrator who is in any way financially interested in the project or in the affairs of either the Regional District or the Consultant.

## **SECTION 10.0 INDEPENDENT CONTRACTOR**

- 10.1 Nothing in this agreement or the Consultant’s performance of his duties under this agreement shall constitute or create an employer-employee relationship. The Consultant shall act solely as an independent contractor and not as an employee or agent of the Regional District and is not authorized to create obligations on the part of the Regional District to third parties.

## **SECTION 11.0 WAIVER**

- 11.1 Any failure of the Regional District at any time to enforce or require strict compliance with any of the terms of this agreement shall not constitute a waiver or relinquishment of any such terms and the same shall remain at all times in full force and effect.

## **SECTION 12.0 RECORDS AND AUDIT**

- 12.1 The Consultant shall keep reasonable and proper records, accounts, statements and other relevant documents for a period of not less than twelve (12) months after completion of the Project or for such extended period as the Regional District may request in advance and in writing.
- 12.2 The Consultant shall permit the Regional District to inspect, audit and copy all records, accounts, statements and other relevant documents of the Consultant relating to the Project at all reasonable business hours in the offices of the Consultant unless otherwise agreed in writing by the parties.

## **SECTION 13.0 SUCCESSORS AND ASSIGNS**

- 13.1 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns, as the case may be.
- 13.2 Neither party may assign this agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld.

## **SECTION 14.0 COMPLIANCE WITH LAWS**

- 14.1 The Consultant shall comply with all applicable bylaws and regulations of the Regional District and all applicable laws of the Province of British Columbia and the Government of Canada. Without restricting the generality of the foregoing, the Consultant shall abide by all provisions of the Workers' Compensation Act of British Columbia and upon request by the Regional District shall supply proof that all assessments have been paid.
- 14.2 The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

## **SECTION 15.0 TERM**

- 15.1 The parties hereto agree that the Term of this Consulting Services Agreement will be from \_\_\_ to \_\_\_\_.

## **SECTION 16.0 ENTIRE AGREEMENT**

- 16.1 This agreement constitutes and expresses the whole agreement of the parties with reference to the engagement of the Consultant by the Regional District.

## **SECTION 17.0 NOTICE**

- 17.1 Except in the case of emergency, when notice may be given by telephone with later confirmation in writing, any notice, request, approval, demand or other communication

which may be or is hereby required or permitted to be given under this agreement shall be in writing and either delivered by hand or sent by facsimile transmission addressed as follows:

- (a) if to the Regional District:  
101 Martin Street, Penticton, BC, V2A 5J9  
Fax No. 250-492-0063; and
- (b) if to the Consultant:  
(TO BE COMPLETED);

or at such other address or facsimile number, which notice has been given as provided in this section. Any notice which is delivered by hand will be deemed to have been given on the first day on which it is delivered. Any notice which is sent by facsimile transmission will be deemed to have been given on the first day after it is transmitted, provided that the sender obtains written confirmation of successful transmission. If a party will promptly give notice of its new address or facsimile number, or both, to such other parties provided in this section, whereupon such notice to such party will thereafter be sent to such new address or facsimile number.

## **SECTION 18.0 TIME OF THE ESSENCE**

18.1 Time shall remain of the essence with respect to this Agreement.

## **SECTION 19.0 EXECUTION**

- 19.1 This agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original and the counterparts together from a valid and binding agreement which may be sufficient evidence by any one such original counterpart.
- 19.2 In the event this agreement is executed by two or more persons, the covenants and agreements herein shall be deemed to be joint and several covenants.

## **SECTION 20.0 ELECTRONIC MAIL**

- 20.1 This agreement may be executed by the parties and transmitted by facsimile or electronic mail and if so executed and transmitted, this agreement will be for all purposes as effective as if the parties hereto had delivered an executed original of this agreement.

# Community Engagement Strategy Electoral Area "G" Official Community Plan Project October 2020





# 1. INTRODUCTION

## PURPOSE AND GOALS

The Electoral Area “G” Official Community Plan Project requires an extensive and thorough consultation process. Given the rural and dispersed nature of the area, the project requires a robust and efficient engagement program involving the general public from each of Electoral Area “G”s core communities, rural residents/owners, Indigenous peoples and partners, senior governments and a variety of local stakeholders (e.g., Area ‘G’ Director, citizen’s committee, local farmers, service providers). Multiple engagement opportunities through all project phases will be required.

Execution of the Community Engagement Strategy should emphasize community collaboration with Indigenous communities, acknowledge cross-jurisdictional issues, and recognize the diversity of the residents and settlement areas of Electoral Area “G” and the issues they face.

In response to the challenges caused by the current COVID-19 pandemic, participation will be focused on remote engagement techniques and meetings that do not require in-person participation or large gatherings.

This will include a two-pronged approach with a focus on online resources and physical tools. Online participation will include electronic public meetings, online survey, and robust webpage content/2-way communication options. This will be balanced with low-tech alternatives to participate remotely (mailers, paper surveys/feedback options, physical displays/information sharing).

The purpose of this Engagement Strategy is to guide the work of the consultant team in gathering input and feedback for use in developing Electoral Area “G”s first Official Community Plan.

The three broad goals of the Engagement Strategy are to:

- **Offer multiple methods of participation** in a safe and accessible manner for all people and stakeholder groups.
- **Engage a range of stakeholders** by encouraging and supporting meaningful participation.
- **Clearly set out goals and objectives for the engagement process** for each phase of work so that the public understands how they can participate and how their input will be incorporated into the overall project.

## IDENTIFICATION OF INTERESTED PARTIES

This Public Engagement Strategy intends to outline types of engagement opportunities that will be offered to help inform the creation of a new Electoral Area “G” Official Community Plan.

These engagement opportunities are developed to incorporate early, ongoing and meaningful consultation with persons, organizations and authorities believed to be affected, including:

- Upper Similkameen Indian Band
- Lower Similkameen Indian Band
- Okanagan Nation Alliance
- Town of Keremeos Council
- School District Board (#53)
- Keremeos Irrigation District
- Hedley Improvement District
- Similkameen Improvement District
- Interior Health Authority
- Ministry of Transportation and Infrastructure
- Agricultural Land Commission
- Ministry of Agriculture
- Ministry of Municipal Affairs & Housing
- Integrated Land Management Bureau
- Wildfire Management Branch
- Keromeos Volunteer Fire Department
- Fortis BC
- Ministry of Forests, Lands, Natural Resource Operations and Rural Development
  - Integrated Resource Operations Division (Archaeological Branch)
  - Resource Stewardship Division (Fish, Wildlife and Habitat Management)
  - Tenures, Competitiveness & Innovation Division (Forest Tenures Branch and Land Tenures Branch)
  - BC Wildfire Service
- Ministry of Energy, Mines and Petroleum Resources
- Ministry of Environment and Climate Change Strategy (BC Parks)

- Parks Canada
- South Okanagan Similkameen Conversation Program
- Okanagan Similkameen Cooperative Growers Association
- Lower Similkameen Community Services Society
- Hedley Tourist Information Centre/Museum
- Residents/property owners of Hedley, Olalla, Rural Keremeos and all other rural properties within the Electoral Area
- Owners/occupants of RV Parks/Campgrounds (i.e. Riverside RV Park, Sunkatchers RV Park Cooperative, River Valley RV, Eagle RV Park and Campground, and Grist Mill Campground)
- General public

Other community groups, organizations and jurisdictions may be identified during the OCP project and incorporated into the engagement process on an on-going basis.

A Citizen's committee (or Advisory Planning Committee, if established) will also be used to act as a community working group representing a cross-section of interests in Electoral Area "G".

In addition to fulfilling statutory requirements identified in the *Local Government Act*, this Public Engagement Strategy will involve and engage a wide range of residents and stakeholders.

RDOS staff, Electoral Area "G" Director and the Regional Board will provide project oversight for the OCP project and will be engaged and informed throughout the process.

## 2. ENGAGEMENT APPROACH

### PRINCIPLES

As laid out in RDOS's Public Engagement Guide, public participation must:

1. be based on the belief that those who are affected by a decision have a right to be involved in the decision-making process
2. include the promise that the public's contribution will influence the decision
3. promote sustainable decisions by recognizing and communicating the needs and interests of all participants, including decision makers
4. seek out and facilitate the involvement of those potentially affected by or interested in a decision
5. seek input from participants in designing how they participate
6. provide participants with the information they need to participate in a meaningful way
7. communicate to participants how their input affected the decision

### OBJECTIVES

In the interest of updating the OCP in such a way that builds on the collective knowledge and values of the broader community, this Engagement Strategy aims to:

- **Educate:** Leave participants feeling that they understand what an OCP is, the benefits of having an OCP and what is involved in creating the Electoral Area "G" OCP;
- **Collaborate:** Provide participants an opportunity to inform the process, voice their concerns/ideas/perspectives and understand how the OCP reflected the contributions of participants; and,
- **Communicate:** Make participants aware of the OCP project and advertise what information/participation opportunities are available.

All information should be easily accessible to all participants through clear communications and easy-understood documents.

### ENGAGEMENT TECHNIQUES

The public engagement strategy utilizes a variety of engagement techniques intended to solicit participation from a diverse public and interested parties to educate, collaborate and communicate throughout the OCP project.

## Education Techniques

- **Project materials:** Availability of all project materials (information boards, event reports, surveys, newsletters, etc.) on the webpage
- **Presentations:** Electronic presentations (live and recorded)
- **Static display “open house”:** Posterboards in various locations in the community to information share.

## Communication Techniques

- **Regional Connections Webpage:** Through the course of the project, all project materials (information boards, event reports, surveys, newsletters, etc.) will be posted on the site.
- **Mailouts:** There will be mailouts to owners/tenants to advertise public engagement events and activities using Canada Post bulk mail outs.
- **Newsletters:** At the conclusion of each phase of work, the consultant team will prepare a newsletter that summarizes “what we heard”, outline how participation results were incorporated into the results and outputs, and next steps.
- **Traditional media outreach:** There will be regular press releases (using the RDOS “official” press release process) on project updates, milestones, and current and upcoming activities utilizing the range of media available in the region.
- **CivicReady:** Email/text notifications will be used to advertise upcoming events and activities.
- **Social media:** There will be regular Facebook postings, in conjunction with the use of CivicReady and media releases for upcoming events and activities and information releases.
- **Notices/displays:** Notices will be placed in key areas (i.e. community notice boards) and on RDOS notice boards (website). Posterboards will be used to information share throughout the process and will be updated at key stages.
- **Physical copies:** Distribution of physical copies of materials at display stations in public areas in the community. Citizen’s committee members may be asked to distribute physical copies of participation materials (surveys, forms, etc.).
- **Citizen’s committee/Area Director:** Participants in the OCP process including the Citizen’s committee and Area G Director will be encouraged to use their own outreach efforts to widen the net

## Collaboration Techniques

- **Survey:** The project team will develop a community survey, to be delivered via the project webpage, and distributed to physical locations in the community (i.e. community notice boards) and by Citizen’s committee members.

- **Citizen’s committee:** The Citizen’s committee will review materials and provide thoughtful feedback to the project consultants throughout the OCP project. The main role is to act as a sounding board for draft documents and various participation techniques. Citizen’s committee members are expected to:
  - Participate in discussions/meetings with the project consultants to help inform and structure the OCP project
  - Provide insights and discuss experiences gained through knowledge of the area
  - Review and comment on draft versions of the OCP or other documents provided
  - Encourage others to be involved in the OCP process
- **“Focus group”-style workshops:** Electronic or in-person group discussion/workshops with Citizen’s committee
- **Referrals:** Affected agencies will be invited to comment on draft versions of the OCP Bylaw and will be asked at the beginning of the process how they wish to engage. This may include phone discussions or electronic meetings.
- **Interactive Webpage:** Interactive webpage features including ‘Q&A’ and ‘survey’ questions, and feedback forms.

The Consultant team will develop materials to be placed on the Area G webpage on the RDOS Regional Connections website. The page will act as the principal information portal for the project and provide opportunities for ongoing public feedback and engagement. Through the course of the project, all project materials (information boards, event reports, surveys, newsletters, etc.) will be posted on the site. The page will also host the self-guided exercises and the project survey.

- **Open Houses:** Electronic open houses will include presentations as well as opportunities for dialogue with participants (Q&A, round table discussions, etc.). Major open house events for visioning and goals/objectives will include two sessions each.
- **Self-guided exercises:** Two self-guided exercises (for visioning and goals/objectives) will be created and distributed to lead participants to answer directed, open ended questions and learn about the OCP process
- **Interactive displays:** Posterboards displayed through the community may include interactive options to provide comments on displays (i.e. dot democracies, mapping exercises, post-its, etc.) similar to use during an open house. Posterboards may be updated throughout the process to reflect the current stages of public engagement and discussion topics.

### 3. ACTIVITIES AND TIMING

The Engagement Strategy will occur in four phases: Project Initiation, Public Engagement, Draft OCP, and OCP Revisions (see Engagement Strategy Timeline).

#### Phase 1: Project Initiation

*(January 2021)*

This phase will act as the project launch and will include:

- Webpage launch
- Initial letters to agencies and stakeholders
- First newsletter
- First community displays
- Initial citizen's committee meeting
- First electronic open house
- Advertisements for open house

The focus of this stage is to announce the beginning of the project and educate on the OCP process and how to participate.

#### Phase 2: Public Engagement (Visioning, Goals and Objectives)

*(February 2021-August 2021)*

This phase will include collaboration with the public, agencies and stakeholders throughout the process to help inform the draft OCP. This will include:

- Interactive webpage
- Phone/meetings with agencies and referrals
- Interactive displays
- "Focus group" style sessions with Citizen's committee
- Self-guided exercises
- Three open houses (2 sessions for each)
- Survey
- Advertisements for events and activities
- Three newsletters

- “What we heard” summaries for all events and activities

Key collaboration activities are described in more detail below:

- **Open house:** There will be three electronic open houses to collaborate on visioning, goals and objectives and to provide updates on the process and what we heard from previous meetings and activities. Each open house will provide opportunities for all attendees to actively participate in the meeting. Each open house will have two sessions to provide opportunities for smaller participation groups and may be divided to focus on a particular area (i.e. Hedley, Olalla, Rural Keremeos) and offered at different times of day.
- **Interactive webpage:** The Regional Connection webpage has opportunities for public interactions between the Consultants and the public. The webpage will be a two-way communication venue for those that do not wish to or are unable attend open houses. This includes Q&A and quick poll questions. Content will also be regularly updated with documents, video recordings of meetings, and activities/feedback opportunities.
- **Self-guided exercises:** There will be two self-guided exercises to collaborate on visioning, goals and objectives. These exercises will in a workbook format that educates about the OCP process, guides the participant through a series of discussion topics and provides opportunities for directed input on these discussion topics. The content will be similar to the questions posed during the open house sessions to provide an alternative mechanism for participation.

These self-guided exercises are targeted towards those without access to a computer but will also be available on the webpage (which could be used in conjunction with viewing the open house).

- **Survey:** This will be a statistically-valid survey of area residents to help inform key discussion topics and gauge level of support on particular issues. The survey will be in an online format and will also have physical copies distributed to ensure those with or without a computer/computer knowledge will be able to participate. Survey results will be analyzed and presented in a summary report with appropriate charts, graphics and data tabulation.
- **Interactive displays:** Static displays throughout the community may be utilized to garner feedback as well as inform of the OCP process and its progression. Similar to how posterboards are used during traditional open houses, there may be opportunities for the public to provide input (i.e. use of dot democracies, post-it comments, drawing on maps/area identification, etc.).
- **Agency participation:** During Phase 1, key agencies and Indigenous partners (including all of those listed in this public engagement strategy) will be asked how their organization would like to be involved in the process. Based on their response, additional participation opportunities will be woven into the process. This could involve socially distanced in-person meetings, electronic meetings, phone discussions, letters or notifications throughout the process, depending on the level of administrative capacity and interest, and may include shared/grouped meetings with multiple agencies.



### Phase 3: Draft OCP

*(August 2021-November 2021)*

This phase will include opportunities to present the draft OCP Bylaw and invite feedback. This will include:

- Webpage release of draft OCP
- Agency referrals
- Updated posterboard displays
- Open house
- What we heard summary
- Citizen's committee session
- Advertisements/media updates

### Phase 4: OCP Revisions

*(December 2021-January 2022)*

This phase will include opportunities to present a revised draft OCP bylaw and invite further feedback on the draft. This will include:

- Webpage release of revised draft OCP
- Agency referrals
- New posterboard displays
- What we heard summary
- Final Citizen's committee session
- Advertisements/media updates

## 4. KEY DELIVERABLES

The Consultant will be responsible for the following deliverables:

- Communication campaign, including branding (preparation of graphics), and advertising materials (e.g. posters, press releases, direct mail, ads, CivicReady announcements, newsletters)
- Set up and maintenance of web based consultation and webpage materials, utilizing “Regional Connections”, the RDOS’s public engagement platform.
- Facilitation and content preparation for all engagement opportunities outlined in this public engagement strategy (e.g. public open houses, citizen’s committee sessions, survey, agency meetings, poster board/interactive displays, self-guided exercises). Any survey used must be statistically valid.
- Consultation required under the Section 475-477 of the *Local Government Act*.
- Written summary reports of consultation findings
  - “What we heard summary” for all public events and activities (open houses, survey, self-guided exercises, interactive displays and associated feedback forms/written comments)
  - Report analyzing survey results
  - Summaries of citizen’s committee sessions
  - Final public consultation summary report demonstrating how the draft OCP was informed by the public engagement process

## 5. CONCLUSION

The Public Engagement Strategy aims to involve all interested parties in developing a new OCP for Electoral Area “G”. The activities and events set out in this strategy are an outline of the actions need to facilitate education, collaboration and communication associated with a successful OCP project.