

**UPPER FRASER VALLEY BYLAW NOTICE DISPUTE ADJUDICATION
REGISTRY AGREEMENT**

This Agreement, dated the 16 day of November, 2005

BETWEEN:

CITY OF CHILLIWACK, 8550 Young Road South, Chilliwack BC V2P 8A4

("Chilliwack")

AND:

DISTRICT OF HOPE, Box 609, Hope B.C. V0X 1L0

("Hope")

AND:

DISTRICT OF KENT, 7170 Cheam Avenue, Box 70, Agassiz BC V0M 1A0

("Kent")

AND:

FRASER VALLEY REGIONAL DISTRICT, 1 - 45950 Cheam Avenue, Chilliwack
B.C. V2P 1N6

("FVRD")

Whereas:

- A. The *Local Government Bylaw Notice Enforcement Act* permits local governments to create a bylaw designating certain bylaw contraventions that can be enforced by way of bylaw notice as an alternative to traditional bylaw enforcement mechanisms;
- B. The Act also permits two or more local governments to enter into an agreement, adopted by a bylaw of each local government that is party to it, to provide for the joint administration of a local government bylaw notice dispute adjudication system;
- C. Chilliwack, Hope, Kent and FVRD wish to:
 - a. share the costs and administration of such a system; and
 - b. enter such an agreement to establish such a system, to be called the Fraser Valley Bylaw Notice Dispute Adjudication Registry, and to provide for the joint administration of the Registry.

NOW, THEREFORE in consideration of the mutual promises contained herein, the Parties agree as follows:

PART I - INTRODUCTORY PROVISIONS

Definitions

- 1. In this Agreement, the following definitions apply:
 - (a) “**Act**” means the Local Government Bylaw Notice Enforcement Act;
 - (b) “**Adjudication Fee**” means the sum of \$25.00 payable by each Party for each adjudication scheduled to be conducted by the Registry;
 - (c) “**Agreement**” means this Agreement;
 - (d) “**Authorizing Bylaws**” means the bylaws adopted by the Councils/Boards of each of the Parties authorizing this Agreement;

- (e) **“Committee”** means the Intermunicipal Bylaw Notice Dispute Adjudication Registry’s Administrative Committee;
- (f) **“Contribution Adjustment Amount”** means, for each Party, the amount calculated in accordance with Section 22 herein in any year of the Term;
- (g) **“Contribution Amount”** means, for:
 - (i) Chilliwack, the sum of \$19,579.59
 - (ii) Hope, the sum of \$1,961.28
 - (iii) Kent, the sum of \$1,562.30
 - (iv) FVRD, the sum of \$792.89

per budget year of the Term, where the amount in respect of each Party is the pro-rated proportion based on the Party’s population for the year in relation to the populations of the other Parties, except the FVRD population in this regard will not include incorporated areas;

- (h) **“Parties”** means all of Chilliwack, Hope, Kent and FVRD;
- (i) **“Party”** means any one of Chilliwack, Hope, Kent and FVRD;
- (j) **“Registry”** means the Fraser Valley Bylaw Notice Dispute Adjudication Registry established by this Agreement;
- (l) **“Revenues”** means any revenue actually received or estimated to be received, as the case may be, by the Registry, excluding Initial Contributions, Contribution Amounts or Contribution Adjustment Amounts;
- (m) **“Term”** means the term of this Agreement as set out herein;

Establishment of the Registry

- 2. Subject to the Act and to the adoption of the Authorizing Bylaws, the Parties agree that the Registry is hereby established.

PART II - ADMINISTRATION

Administrative Committee

3. The Parties agree to establish the Committee to implement and administer the Registry.
4. The Parties agree that authority of the Committee will include but not be limited to:
 - (a) preparing operational budgets; and
 - (b) setting policy as authorized under this Agreement and the Act.

Representation

5. Each of the Parties will appoint one representative to serve on the Committee. The Parties agree that representatives will be paid employees of their respective local governments and will not be remunerated by the Registry.

PART III - ADJUDICATION

Screening Officers

6. The Parties agree that screening of notices prior to proceeding to adjudication will be established as a function of the Registry. Screening officers will be appointed jointly by the administrative committee. The parties agree to provide policies and guidelines on bylaw enforcement to be used in negotiating compliance agreements.

Bylaw Notice Dispute Adjudication Registry

7. The Parties agree that a dispute adjudication system will be established as a function of the Registry, and that disputes will be heard by a bylaw notice dispute adjudicator in the circumstances prescribed in the Act and Authorizing Bylaws.
8. The Parties agree that the Committee will select a roster of adjudicators who may hear and determine disputes from the provincial roster of adjudicators to be established by the Attorney General.
9. Adjudicators will be assigned to individual disputes in the manner prescribed by any applicable regulation and policy established by the Committee.

PART IV - OPERATIONS

Location

10. The location of the Registry will be in the municipal offices of the City of Chilliwack, 8550 Young Road South, Chilliwack BC V2P 8A4.

Administrative Services

11. Chilliwack will provide and supervise all administrative services required by the Registry, subject to the following:

- (i) the collection of any fees, fines or penalties levied against an unsuccessful party in the dispute adjudication process will be the responsibility of the relevant municipality if not collected by the Registry immediately following the adjudication; and
- (ii) any penalty arising directly out of the bylaw notice itself may be paid to the relevant Party or to the Registry,

and any amounts collected by or paid to the Registry pursuant to (i) and (ii) will be credited to the relevant Party's Contribution Adjustment Amount.

Financial Reporting

12. Chilliwack will ensure that its Director of Finance will conduct and oversee the financial reporting and record keeping of the Registry based on normal procedures, subject to the requirements outlined herein.

PART V - FINANCIAL PLANNING

Start-Up Costs

13. Each Party will be responsible for its own start-up costs. In the event the Provincial Contribution exceeds the agreed upon Registry start-up costs, each Party will receive a pro-rated proportion of such excess. In the event the agreed upon Registry start-up costs exceed the Provincial Contribution, each Party will pay on request to Chilliwack a pro-rated proportion of the shortfall.

Budget Year

14. The budget year of the Registry is the calendar year.

Operating Budget

15. The Parties agree that, no later than September 30th of each year, the Committee will prepare a draft operating budget for the following budget year, setting out in detail the operational funds required by the Registry for the carrying out of its mandate and responsibilities, including
 - (a) the estimated operational expenditures for
 - (i) office and administration including financial reporting and administrative services;
 - (ii) screening officers;
 - (iii) bylaw dispute adjudicators; and
 - (iv) other functions of the Registry;
 - (b) the anticipated revenues (if any) of the Registry;
 - (c) the difference between estimated revenues and operational expenditures for the Registry; and
 - (d) the Contribution Amount required from each of the Parties.

Budget Submissions

16. The Committee will prepare the operating budget in a manner satisfactory to, and in such detail as requested by, the Directors of Finance of each of the Parties, and submit the draft operating budget to the Directors of Finance of each of the Parties each year when required.

Budget Approval and Adjustments

17. The Parties will consider and approve, or recommend amendments to, the Registry's operating budget.
18. The Parties agree that all recommendations by them for adjustments to the Registry's draft operating budget will
 - (a) be reasonable and made in good faith; and
 - (b) ensure that a reasonable level of service quality can be maintained by the Registry.

Use of Funds

19. The Committee and Chilliwack may make only those expenditures during the budget year for the purposes and up to the amounts authorized in the approved operating budget. The Registry (or the Committee or Chilliwack on behalf of the Registry) will not incur any other indebtedness or liability, or make any further expenditure, except that:
- (a) Chilliwack may make a further reasonable expenditure or contract a further indebtedness or liability that it deems necessary or prudent, subject to a \$1,000 limit; and
 - (b) the Committee may
 - (i) make a further reasonable expenditure or contract a further indebtedness or liability that it deems necessary or prudent, subject to a \$10,000 limit;
 - (ii) re-allocate funds within categories of the operating budget as reasonably required; and
 - (iii) make a further expenditure or contract a further indebtedness or liability without limitation if approved in advance by all Parties.

PART VI - COST ALLOCATION

Funding Contributions and Adjustments

20. The Parties agree that costs relating to legal counsel, witnesses, screening officers and bylaw enforcement officers as they pertain to the dispute adjudication process, and to the activities of the Registry more generally, will be borne by the relevant Party which issued the bylaw notice in question and will not be borne by the Registry or by Chilliwack on behalf of the Registry.
21. Hope, Kent and FVRD will, upon approval of the Registry's operating budget by each of the Parties, pay to Chilliwack their respective Contribution Amounts for the upcoming budget year no later than March 31st of that budget year.

22. Chilliwack will, as soon following the end of a budget year as practicable, calculate the amount of each Party's Contribution Adjustment Amount by
 - (a) determining each Party's pro-rated proportion of the amount by which Actual Expenditures exceed Budget Expenditures for the relevant year, where the proportion is calculated on the basis of each Party's population for the budget year in relation to the population of each of the other Parties, except the calculation for FVRD will exclude incorporated areas; and
 - (b) deducting, if applicable, the aggregate of fines and administrative fees collected by Chilliwack on behalf of each Party for the relevant year.
23. Each of Hope, Kent and FVRD will, within 30 days of receipt of notice of its respective Contribution Adjustment Amount, pay (if required) to Chilliwack the Contribution Adjustment Amount.
24. Chilliwack will pay (if required) any Contribution Adjustment Amount owing to Hope, Kent and FVRD, as appropriate, within 30 days of preparation of a statement outlining the Contribution Adjustment Amounts of each Party or may, at the election of Chilliwack in each year except the final year, credit the amount owing to the Contribution Amount required from each Party for the following year.
25. Each Party will pay to Chilliwack, within fifteen days following each of March 31, June 30, October 31 and December 31 of each year of the Term, the Adjudication Fee for each adjudication scheduled in respect of that Party in the previous quarter.

Maintenance of Records

26. The Director of Finance of Chilliwack will
 - (a) exercise the duties and powers of the officer responsible for financial administration as provided in the Community Charter, in maintaining the financial records for the Registry on behalf of the Parties;
 - (b) ensure that accounting and payroll records of the Registry are properly prepared and maintained, such records to include payroll, accounts payable, cash receipts and disbursements, accounts receivable, general ledger, subsidiary cost ledger, financial statements and reports and supporting documents to the foregoing;

- (c) provide, when possible, any additional financial systems that have been requested by the Committee;
- (d) direct employees and officers of the Registry to the extent necessary to ensure that the systems and procedures established for financial controls are in effect and are in accordance with the Community Charter.

Examination of Records

27. The Director of Finance of any of Hope, Kent or FVRD may, acting reasonably with regard to minimizing the administrative burden on Chilliwack, and no more frequently than once in each year of the Term, conduct audits or examinations to obtain information or determine that adequate financial controls are being maintained for the Registry. Chilliwack will cooperate with any reasonable request by any of Hope, Kent or FVRD's Director of Finance for access to financial records, user statistics and other information of the Registry.

PART VII - GENERAL PROVISIONS

Insurance

28. Chilliwack will ensure that the Registry and its activities are covered under Chilliwack's general liability policy, and will provide copies of all relevant insurance policies and changes thereto to the Directors of Finance of Hope, Kent and FVRD upon request.

Amendments

29. The Parties will, in good faith, negotiate any proposed amendment to this Agreement upon request of any Party, all amendments to be in writing and executed by the Parties.

Dispute Resolution

30. The Parties will submit any dispute arising out of the interpretation or application of this Agreement:
- (a) first, to the Committee to resolve the dispute;
 - (b) second, if the Committee is unable to resolve the dispute within 60 days, to the Chief Administrative Officers of the Parties; and

- (c) third, if the Chief Administrative Officers are unable to resolve the dispute within 60 days, to the Inspector of Municipalities, or at the election of the Parties, to a commercial arbitrator appointed by agreement or, failing agreement, appointed pursuant to the *Commercial Arbitration Act*, for final determination, and the determination of the Inspector or arbitrator as applicable will be final and binding upon the Parties.

Term

- 31. This Agreement comes into effect on January 1, 2005 and continues in effect until December 31, 2009. Any Party may withdraw from this Agreement upon six months' written notice to the other Parties.

IN WITNESS WHEREOF Chilliwack, Hope, Kent and FVRD have executed this Agreement on the date first above written.

THE CORPORATE SEAL of THE)
CORPORATION OF THE CITY OF)
CHILLIWACK was hereunto affixed)
in the presence of:)
))
)) C/S
))
_____))
Mayor)
))
_____))
City Clerk)

THE CORPORATE SEAL of THE)
CORPORATION OF THE DISTRICT)
OF HOPE was hereunto affixed in)
the presence of:)
))
)) C/S
))
_____))
Mayor)
))
_____))
Clerk)

THE CORPORATE SEAL of THE)
DISTRICT OF KENT was hereunto)
affixed in the presence of:)

_____)
Mayor)

_____)
Clerk)

C/S

THE CORPORATE SEAL of)
FRASER VALLEY REGIONAL)
DISTRICT was hereunto affixed in)
the presence of:)

_____)
Chair)

_____)
Administrator)

C/S