



REQUEST FOR PROPOSALS

RFP OCP Review 2020 (6480-20)

Official Community Plan

Closing location:

Sealed Proposals will be received at

District of Sooke
2205 Otter Point Road
Sooke, BC
V9Z 1J2

Closing date and time:

Monday, May 11, 2020
at 2:00 pm Pacific Time

Note: Faxed and emailed RFP submissions will not be accepted.

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- SCHEDULE B Sample Timeline
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1 OVERVIEW

The District of Sooke is seeking proposals from qualified consultants to undertake a comprehensive review of the District's Official Community Plan (OCP), Bylaw No. 400. The work will include significant and meaningful community and stakeholder engagement, preparation of a vision and guiding principles, a regional context statement, preparation of policy options and proposed policy directions, updating Land Use Designations, reviewing and updating Development Permit guidelines, developing new Development Permit Areas with associated new guidelines and includes presentations to the public, OCP advisory committee and council. A primary result of the OCP review is to provide a framework to guide community growth and provide a degree of certainty to residents, landowners and the development community.

The District of Sooke Council has identified the review of the current OCP as a priority in the 2019-2022 Strategic Plan, with a goal to have the comprehensive update completed before the end of 2021.

Based on a review of responses to this Request for Proposals, the District of Sooke intends to select a Proponent who would then be invited to enter into a contract for provision of the services described in section 4.

2 DEFINITIONS

Throughout this Request for Proposals, the following definitions will be used:

"Addenda" means all additional information regarding the RFP, including amendments to the RFP;

"Closing Location" includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;

"Closing Time" means the closing time and date for this RFP as set out on the cover page of this RFP;

"Consultant" means the successful proponent to the RFP who enters into a written contract with the District of Sooke;

"Contract" means the written agreement resulting from the RFP, executed by the District of Sooke and the Consultant;

"District" means the District of Sooke;

"Force Majeure" means causes that are beyond a party's control, and which are unavoidable by the exercise of reasonable foresight;

"Must" means a mandatory requirement to be met in order for a Proposal to receive consideration;

"Proponent" means an individual or company that submits, or intends to submit, a proposal in response to this RFP;

"Proposal" means the proponent's submission in response to this RFP;

“RFP” means this Request for Proposal;

“Shall” means a mandatory requirement to be met in order for a Proposal to receive consideration;

“Should” means a desirable requirement that has a significant degree of importance to the objectives of the RFP;

“Work” means any labour, efforts, and/or duty required to accomplish the purpose of this project.

3 INSTRUCTIONS FOR PROPONENTS

3.1 ENQUIRIES

All enquiries related to this RFP are to be directed to:

Katherine Lesyshen, Senior Planner
Email: klesyshen@sooke.ca

Information obtained from any other source is not official and should not be relied upon. All addenda, amendments, or further information regarding this RFP including enquiries and responses will be recorded and will be posted to the District of Sooke’s website for reference for all Proponents (www.sooke.ca). Each addendum will be incorporated into and become part of the RFP. It is the sole responsibility of the Proponent to monitor the sooke.ca website regularly to ensure that they have received all updates.

All enquiries, and questions are to be submitted in writing via email prior to 4:30pm on May 4, 2020. The District reserves the right to not answer any enquiries that are submitted after this time and date.

3.2 CLOSING DATE, TIME AND DELIVERY REQUIREMENTS

One (1) electronic version of the Proposal supplied on a USB memory stick in pdf format delivered in a sealed package/envelope, with completed appendices signed by a person authorized to legally bind the Proponent to the statements made in the response to this RFP. Proposals will be received until 2:00 p.m., Pacific Time, on Monday, May 11, 2020. Proposals shall be submitted in a sealed package/envelope clearly marked and addressed as follows:

Sooke OCP Review 2020 – Proposal Submission

Attn: Matthew Pawlow
Director of Planning & Development
District of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2

Please note the following:

- It is the sole responsibility of the Proponent to ensure the District receives their Proposal prior to the closing time and date. All costs to prepare the Proposal shall be borne solely by the Proponent.
- **Late proposals will NOT be accepted and will be returned unopened to the Proponent.**
- The computer clock in the offices of the District of Sooke determines the official closing time for this RFP.
- Facsimile (fax) or e-mail proposals for this RFP will **NOT** be accepted.
- Hardcopies will be accepted but are not a submission requirement, provided a digital USB memory stick is supplied with the package.
- Delivery of the RFP by a courier service shall be the responsibility of the Proponent and will be rejected if the envelope/package is delivered to a location other than which is stated in the RFP and the envelope/package fails to be delivered to the District prior to the closing date and time.
- Proposals will **NOT** be opened in the public.

3.3 SIGNATURE

The proposal shall include a cover letter signed by a person authorized to legally bind the Proponent to the statements made in the response to this RFP.

3.4 AMENDMENTS TO & WITHDRAWALS OF PROPOSALS

Proposals that have been submitted may be amended in writing and delivered to the closing location prior to the closing time and date. Amendments must be signed by the Proponent's authorized signatory and may be either hand-delivered or emailed to the RFP's contact address or email.

Proposals may be withdrawn by the Proponent at any time prior to the RFP closing time and date by submitting a written withdrawal letter either hand-delivered or emailed to the RFP's contact address/email.

3.5 PROPOSAL REVIEW COMMITTEE

Review of Proposals will be by a committee formed by the District of Sooke and may include staff and contractors of the District of Sooke.

3.6 REVIEW AND SELECTION

The qualifications review committee will check Proposals against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Responses that do meet

all the mandatory criteria will then be assessed and scored against the desirable criteria. Proposals will be ranked and the District of Sooke's intent is to enter into contract negotiations with the Proponent who has the highest overall ranking.

3.7 CHANGES TO PROPOSAL WORDING

The Proponent will not change the wording of its Proposal after the closing date and time specified on the front cover of this RFP, and no words or comments will be added to the Proposal unless requested by the District of Sooke for purposes of clarification.

3.8 PROPONENT'S EXPENSES

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the District of Sooke, if any. The District of Sooke will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Response, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

3.9 ACCEPTANCE OF PROPOSALS

This RFP is not an agreement to purchase services. The District of Sooke is not bound to enter into a Contract with any Proponent. Proposals will be assessed in light of the review criteria. The District of Sooke will be under no obligation to receive further information, whether written or oral, from any Proponent.

3.10 DEFINITION OF CONTRACT

Notice in writing to a Proponent that its proposal has been selected as successful will neither constitute a Contract nor give the Proponent any legal or equitable rights or privileges relative to the service requirements set out in this RFP. Only if a Proponent and the District of Sooke enter into a subsequent full written Contract will a Proponent acquire any legal or equitable rights or privileges.

3.11 MODIFICATION OF TERMS

The District of Sooke reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time without entering into a Contract.

3.12 OWNERSHIP OF PROPOSALS

All documents, including Proposals, submitted to the District of Sooke become the property of the District of Sooke. They will be received and held in confidence by the District of Sooke, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

3.13 CONFIDENTIALITY OF INFORMATION

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

3.14 COLLECTION AND USE OF PERSONAL INFORMATION

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the District of Sooke with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the District of Sooke. Such written consents are to specify that the personal information may be forwarded to the District of Sooke for the purposes of responding to this RFP and use by the District of Sooke for the purposes set out in the RFP. The District of Sooke may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the District of Sooke.

3.15 FORM OF CONTRACT

Any Contract with a Proponent will be substantially similar to the terms and conditions of the District of Sooke's General Services Agreement (Schedule A).

4 PROJECT SCOPE & DELIVERABLES

4.1 INTRODUCTION

The District of Sooke is seeking a consultant to undertake a comprehensive review of the Official Community Plan (OCP). The work will include significant and meaningful community engagement, updating the vision and guiding principles, the regional context statement, preparation of policy options and recommendations, updating Land Use Designations, reviewing and updating Development Permit design guidelines, and includes presentations to the public, OCP advisory committee and council. A primary result of the OCP review is to provide a vision for this community, a framework to guide community growth, and certainty to residents, landowners and the development community as it relates to community change.

The District of Sooke Council has identified the review of the current OCP as a high priority in the 2019-2022 Strategic Plan, with a goal to have the comprehensive update completed before the end of 2021.

In the last 10 years the District has seen record growth (2001-2016 increased 3.2% compared with 1.2% for CRD overall) in the form of multi-family developments, commercial redevelopment and a significant amount of single-family residential development outside the town centre.

4.2 BACKGROUND

The District of Sooke last updated its OCP in 2010. There have been several revisions since its adoption, and it is now time to complete a full review with serious consideration given to the District's direction for growth, and how best to protect the things that the community values the most.

The consultant should reference the staff report titled “Official Community Plan” dated December 16, 2019 that was discussed by Council at a Committee of the Whole meeting (attached as Appendix C). there are several recently produced documents, and master planning processes set for completion in 2020 that will help lay the groundwork for this OCP Review. The following is a list of relevant District of Sooke documents for the consultant to review and consider as part of the Proposal:

Recent/Current documents	Other Background Documents
-Childcare Needs Assessment (2019)	- Town Centre Revitalization Bylaw (2009)
-Housing Needs Assessment (2019)	- Agricultural Plan (2012)
-Economic Analysis (2019)	-Community and Energy Emissions Plan (CEEP) (2013)
-Council Strategic Plan (2019-2022)	-Town Centre Plan (2009)
-Draft Parks & Trails Master Plan (anticipated completion 2020)	-Sustainable Development Strategy (2008)
-Draft Transportation Master Plan (anticipated completion 2020)	-Sooke Region Cultural Plan
-OCP, Bylaw No. 400 (2010)	-Community Wildfire Protection Plan (2011)
	-Age-Friendly Action Plan (2015)
	-Liquid Waste Management Plan

4.3 THE COMMUNITY

The District of Sooke sits on the traditional territory of the Coast Salish people who have been the long-established stewards of the lands and waters of this area. The District of Sooke sits adjacent to an incredibly beautiful harbour and basin that has provided an abundance of local wildlife, food resources and commerce throughout time. The District contains numerous sensitive ecological areas including salmon bearing rivers and creeks and habitat for species at risk, comprises of urban areas, rural areas and farmland, and has an integral relationship with the surrounding hills and rainforest. Sooke provides a gateway to the rugged west coast of Vancouver Island, and is located approximately a 40 minute drive west of the capital city of Victoria.

Sooke is also a rapidly growing municipality and faces many challenges, and likewise, opportunities related to community growth. According to the recent census (2016), the population of the District of Sooke consists of approximately 14,000 people and encompasses 66.65 square kilometers.

4.4 PROJECT SCOPE & DELIVERABLES

The work will include significant and meaningful community and stakeholder engagement, an update to the vision and guiding principles, preparation of policy options and recommendations, updating Land Use Designations, reviewing and updating Development Permit design guidelines, developing new

Development Permit areas and associated design guidelines and includes updates and presentations to the public, OCP Advisory committee and council.

4.4.1 Objectives

The OCP represents the community's vision for the future and provides a policy framework to guide growth and decision-making about the use and management of land in the District of Sooke. The following objectives will be achieved with this OCP Review:

- A. Develop an OCP with a high degree of community input, balancing local and technical expertise, producing a document that is endorsed by the community.
- B. Develop an OCP that provides clear and consistent guidance and direction for Council, staff and the development community.
- C. Establish a user friendly OCP that is easily understood by the public, decision makers and staff.
- D. Achieve an OCP that defines and enhances the unique character of Sooke.
- E. Improve development guidelines to achieve a desirable form and character of future development in Sooke.
- F. Provide a professional, aesthetically pleasing, and legislatively correct OCP.
- G. Build organizational and community capacity to continuously improve and implement OCP goals.

4.4.2 Description of Work

The OCP review is organized into the components outlined below. The following project components are tasks to guide the review of the OCP, with associated deliverables to the District. This list is not exhaustive or limiting; the successful Proponent should expect to accommodate changing dynamics as the project evolves. Council has identified that the OCP should be completed prior to the end of 2021.

A. Project Initiation

- Establish key staff contacts and consultant team introduction.
- Develop an inventory of known local skills and expertise.
- Develop, with staff, a detailed work plan for the overall project with key deliverables identified.
- Develop a detailed community and stakeholder consultation strategy to maximize local resources, existing events and identify opportunities for meaningful public participation in a practical context.
 - Clearly identify public and stakeholder opportunities for involvement.
 - Public education on fundamental aspects of the Project to prepare and build capacity for stakeholders to participate in effective dialogue.
 - Opportunities to liaise with the OCP Advisory Committee, other organizations and governments.
 - Input from a diverse group of citizens, including the 'silent majority', to fully inform the development of objectives and policies in the updated OCP.

- Use a variety of tools and creative options for engagement to create a sense of buy-in and ownership over the process.
- Meet with Council to provide an overview of the proposed OCP review process, and specifically identify when in the process Council will have the opportunity to provide input.
- Develop a project brand, and communications plan to launch the project.

Deliverables:

- Provision of a detailed work plan with key deliverables, including a project management tracking spreadsheet and timeline
- Provision of overall consultation strategy addressing all stages of the project (early, mid and post-draft)
- Provision of communications plan

Milestones: Presentation to Council to provide project overview, proposed timeline, and public launch of the project.

B. Technical Review and Issues Identification

- Review OCP including the following components: Vision & Guiding Principles, Regional Context Statement, Policy Direction, Land Use Designations, Development Permit Areas and Development Permit Guidelines.
- Review all relevant bylaws, policies, studies and plans in the context of the OCP.
- Update population projection, housing needs and ensure all legislative requirements are addressed.
- Early consultation with staff, Council, OCP Advisory Committee, the public, and local indigenous communities to obtain local knowledge, identify known issues, assess priorities, identify local challenges and opportunities (issues identification).
- Public education on fundamental aspects of the Project to prepare and build capacity for stakeholders to participate in effective dialogue.
- Deliver the community and stakeholder consultation strategy for this phase of engagement.

Deliverables:

- Summary of Key issues
- Presentation of early findings, and key issues identification to OCP Advisory Committee/Council.
- Prepare papers related to key issues, policy topics and options to prepare for engagement process.

Milestones: OCP Advisory Committee/Council presented with findings of technical review and issues identification.

C. Community and Stakeholder Consultation

- Highlighting issues identified in the technical review, provide the public and OCP Advisory committee with informative papers related to key policy topics.
- Conduct a series of early workshops with the OCP Advisory Committee to discuss major policy issues.
- Working with appointed District staff, execute a series of interactive consultation and engagement methods for the community.
- Conduct engagement/discussions with local First Nations and intergovernmental agencies including municipal, school district, regional.
- Conduct working or focus groups with key stakeholders including, but not limited to external agencies, business and development community, seniors and youth.
- Summarize all feedback.
- Preparing and reporting to OCP Advisory Committee/Council on the Draft OCP Vision, Guiding Principles and Policy Options/Recommendations.
- Obtain further feedback on the draft Vision, Principles and Policy Options; summarize.
- Present final Vision, Guiding principles and general policy directions.
- Prepare illustrative graphics and photo inventory to include with vision, guiding principles and policy presentation and for inclusion in the final Drafts.

Deliverables:

- Prepare a summary and analysis of stakeholder engagement, to date.
- Develop a current inventory of known local skills and expertise.
- Based on input, prepare a draft Vision, Guiding Principles, and prepare policy options to present to OCP Advisory Committee/Council.
- Summary of feedback on the draft Vision, Guiding Principles and policy directions.
- Final Vision, Guiding Principles and policy directions.

Milestones: Draft Vision, Guiding Principles and general policy options; Final OCP Vision, Guiding Principles and Policy Direction based on feedback; Council direction to proceed to drafting full OCP.

D. OCP Draft

- Prepare a polished Draft OCP following input from staff, Council, community and stakeholder consultation.
- Prepare drafts of a variety of graphics for inclusion in Draft OCP.
- Updated mapping; substantial mapping support can be provided by the District.
- Present the Draft to OCP Advisory Committee/Council.
- Deliver the community and stakeholder consultation strategy for this phase of engagement.

Deliverables:

- Submit polished Draft OCP (with maps coordinated with the District).
- Open House/Public Presentation of the draft.
- Presentation of Draft OCP to OCP Advisory Committee/Council.

Milestones: Release of full Draft OCP to the public, Preliminary Legal Review

E. Draft OCP Refinement

- Modify the Draft OCP based on feedback, and clearly articulate the changes and rationale for changes.
- Deliver the community and stakeholder consultation strategy for this phase of engagement.

Deliverables:

- Draft #2 of OCP prepared based on feedback and preliminary legal review
- Modifications tracked and highlighted to Council and the public.

Milestones: Draft OCP #2 presented to Council.

F. Approvals

- Formulate final products in consultation with Staff
- Formal (legislated) consultation
- Prepare Final OCP Document, including OCP bylaw
- Present at public hearing

Deliverables:

- Presentation of OCP Bylaw for First Reading
- Presentation at Public Hearing

Milestones: 1st Reading of the Bylaw; 2nd Reading with amendments; Public Hearing

4.4.3 Project Management and District Project Responsibilities

The Project Manager for the District will be the Senior Planner, who will oversee day-to-day coordination of this project and will work closely with the consultant. The primary staff liaisons will be the Director of Planning & Development, and the Senior Planner who will be available for meetings, discussion and review of draft concepts.

- A. The District of Sooke can provide mapping requirements for the process, as required by the consultant.
- B. Legal review will be completed by the District's solicitors and legal review comments incorporated by the consultant.
- C. The District can bring forward technical updates and summaries to Council at key intervals in the project with information provided by the consultant. There will be times that the consultant will be required in-person to present to OCP Advisory Committee and/or Council.
- D. District staff will play a supporting role in engagement activities, with the consultant playing the primary role.

- E. The District will be responsible to refer the bylaw to meet legislative requirements and will forward all referral comments to the consultant for consideration and incorporation into the bylaw.

5 RFP SCHEDULE

The schedule for this RFP shall be as follows:

RFP ISSUED	April 7, 2020
DEADLINE FOR QUESTIONS	May 4, 2020
RFP CLOSING	May 11, 2020

It is anticipated that proposals will be evaluated, and the project awarded by May 26, 2020 with work commencing in accordance with the project schedule upon award and contract execution.

6 PROPOSAL SUBMISSION

Proposals must include the following information to be considered (preferably in the order presented):

6.1 CORPORATE QUALIFICATIONS & EXPERIENCE

Proponents must include a brief summary of their company's background, area of expertise, and number of employees. Proponents shall list any subcontractors or sub-consultants they intend to use and provide a similar summary. Proponents shall include at least three (3) project abstracts that clearly outline previous projects with similar services that have been successfully completed by their company within the past three (3) years.

The project abstracts shall clearly note the project value, a comparison of budget versus actual costs incurred, project constraints, location, client names, and references.

6.2 EXPERIENCE, DEPTH & BREADTH OF PROJECT TEAM

Proponents shall provide the Curriculum Vitae (CV) of the Project Manager; and list all other project team members that would be directly involved in the project, indicating relevant experience, qualifications, credentials, home office and notable achievements in each area of the Work. Proponents shall provide a project organization chart and a table clearly indicating what role and responsibility each team member will play, the anticipated hours of each, and the total role and project hours. The District must be kept apprised of (and approve any) changes or substitution of key personnel for this project.

6.3 APPROACH & METHODOLOGY

Proponents are to confirm their understanding of the scope of work and clearly define and describe how their proposed approach would meet those requirements. The work plan should include a scheduling of

activities and resources necessary to meet the project objectives, including the provision of a quality assurance and control plan that ensures senior technical review of relevant project activities.

6.4 QUALITY ASSURANCE & CONTROL

Strategic decisions will be based on the collected data and analysis results provided by the Consultant. Proponents shall provide a description of an internal quality assurance and control program designed to minimize potential sources of error that could affect the analysis and negatively impact decision-making processes on which recommendations to the District are made.

6.5 SCHEDULE OF WORK

Proponents shall indicate when work would commence and approximately how long it would take to complete the assignment. Proposed start dates, progress meeting dates, milestones, other key events, and major project deliverables shall be clearly identified on the project schedule. The schedule shall identify the critical path, delineate what resources will be required, and when they will be required. The proposed schedule must align with the RFP deliverable target dates. This portion of the proposal should be provided in Microsoft Project or a similar scheduling software format. A sample timeline is attached as Schedule B.

6.6 COST/PROPOSED FEE FOR PROJECT

The District of Sooke has approved a budget of \$200,000 to complete the comprehensive review of the District's Official Community Plan. The total project cost is to be considered an upset limit, not to be exceeded unless approved in writing by the District, and shall be inclusive of all Consultant salary costs, general and overhead expenses, disbursements and legal review. Direct project costs must be broken down by personnel and estimated hours per task. Disbursements shall include the costs of printing and reproducing, drawings, reports, travel, accommodation costs, out of pocket expenses, and all other expenses.

6.7 HOURLY PROJECT TEAM MEMBERS RATES

As a supplement, a schedule of rates for all key personnel, technical staff, and support personnel must be included. These rates will be used for any additional work that is authorized by the District.

6.8 VALUE ADDED

The proposal should indicate thought and consideration has been given to answering the goals of the project, highlighting any additional items or approaches.

7 RFP EVALUATION CRITERIA

The District, in its sole discretion, may disqualify any proposal before its evaluation is fully completed if it contains false information, reveals a conflict of interest, or if the proponent misrepresents any information provided within it. Proposals will be evaluated based on conformance with all aspects of the RFP; and proponents should include in their proposals any and all relevant information that would allow

the District to accurately assess their organization with regard to the evaluation criteria. The District will make no assumptions on the behalf of the Proponent.

The District shall consider each Proposal and, after such consideration, shall have the right to require any or all of the respondents to attend a presentation to clarify their Proposal. The District reserves the right to contact references provided by the Proponent, and to utilize information acquired from references as part of its overall evaluation.

7.1 EVALUATION CRITERIA

This section details the evaluation process for selecting the best qualified Proponent. Proponents should ensure that they fully respond to all criteria preferably in the order presented in their submission to receive full consideration during the evaluation process. The District of Sooke recognizes that “best value” is the essential component of this project, and therefore the District will give careful consideration to both technical and cost factors in its selection criteria. The following table identifies the key criteria that the District has deemed relevant, and the point assignment of each.

Mandatory Criteria	
a)	The Response must be received at the closing location.
b)	The Response must be in English and must not be sent by facsimile or email.
c)	A USB memory stick containing the Proposal in pdf format must be submitted in a sealed envelope/package. Hardcopies are optional.
d)	The Proposal must include a covering letter signed by an authorized signatory.

	Desirable Criteria	Points
1	<p>Qualifications & Experience</p> <ul style="list-style-type: none"> • Three Project references (3) References • Specialties or capabilities of the Proponent • Provides evidence of being able to successfully perform this work on or ahead of schedule • Credentials of staff or subcontractors assigned to this project • Experience in the preparation of OCP’s or similar planning work • Ability to distill research into plain language documents free of technical jargon • Subcontractors, roles and responsibilities, if applicable 	30
2	<p>Methodology</p> <ul style="list-style-type: none"> • Suitability and comprehensiveness of proposal, indicating a thorough understanding of the request and the expected deliverables • Shows an understanding of the consultative process with community and stakeholders 	20

	<ul style="list-style-type: none"> Shows an understanding of the reporting and interaction with the Project Manager Technical expertise in community engagement, policy development, urban design and graphic design Project design for each phase and tasks listed and creativity and feasibility in project delivery 	
3	Proposal <ul style="list-style-type: none"> Completeness, overall quality, and level of details submitted with the proposal Total number of hours proposed and distribution of those hours amongst the team Project schedule 	20
4	Proposed Fees <ul style="list-style-type: none"> The fee is fixed and competitive for the work identified and with other proposals Pricing will include structure fees, disbursements, costs, hourly rates 	20
5	Value Added <ul style="list-style-type: none"> Proposal demonstrates that thought and consideration have gone into answering the goals of the project, highlighting any additional items or approaches 	10
Total Points Available		100

8 AWARD

It is not the intent of the District to award this project to any Proponent that does not furnish satisfactory evidence of possessing the experience and ability required, and sufficient resources to ensure acceptable performance and completion of the Work. The District reserves the right to reject any submitted proposal from any Proponent who, in its sole and reasonable opinion, is deemed incapable of providing all necessary resources to perform the Work in a satisfactory manner.

This RFP is not a tender and does not commit the District of Sooke in any way to select a Consultant. The District reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in the best interest of the District to so do.

In addition, the District may elect to reject any or all Proposals for the following reasons:

- All Proposals received are outside the available budget for this project
- The District decides to cancel the project

8.1 RIGHT TO NEGOTIATE

After the contract has been awarded to the Consultant, the District reserves the right to negotiate minor changes, amendments, or modifications to the Consultant's Proposal, without offering the other Proponents the opportunity to amend their Proposals.

8.2 FAILURE TO EXECUTE AN AGREEMENT

In addition to all other remedies, if a selected Consultant fails to execute an agreement within 30 calendar days of notice of project award, the District may, in its sole and absolute discretion and without incurring any liability, rescind the selection of the Consultant. In the event of failure to execute as aforesaid, or in the event that the Consultant does not, in the opinion of the District, comply with the specifications and terms of the Contract at any time throughout the duration of the Contract, or if the District, in its sole and unfettered discretion determines that the service or product provided by the Consultant is unsatisfactory at any time during the term of the Contract, the District reserves the right to immediately terminate the Contract in its entirety. Should the aforementioned occur, the District further reserves the right to remove the Consultant from eligibility to submit future Proposals for an indeterminate period thereafter.

8.3 REPORTING & COMMUNICATION

The successful Consultant shall report to the Director of Planning and Development. The primary staff liaisons will be the Director of Planning and Development, and the Senior Planner of the District of Sooke who will oversee day-to-day coordination of this project. Approval will be required prior to the Consultant proceeding with subsequent components of the project or altering the work plan. The Director/ Senior Planner will provide information to the consultants as required, and will be available for meetings, discussion and review of draft concepts.

8.4 PUBLICITY

The successful Consultant shall not make any news release concerning the RFP, submitted Proposal or awarding of same, or the resulting contract without the express written consent of the District.

An award of contract to the successful Consultant does not constitute a general endorsement of the Proponent's products or services, and the award of contract cannot be used by the Consultant to promote the sale of products or services without the express written approval of the District.

The District may issue a news release about the award of the contract and project updates.

8.5 INSURANCE

The successful Consultant agrees to implement and submit proof of insurance upon award of the Contract. The insurance must be maintained for the duration of the Contract at the Consultant's own cost and expense, in such amount, in such forms, and with insurers acceptable to the District.

The Consultant must carry comprehensive general bodily injury and property damage liability insurance in the amount of not less than three million dollars (\$3,000,000) inclusive per occurrence. The District

of Sooke must be added as an additional insured to such policy and such policy must contain a cross liability clause.

The Consultant must carry automotive liability insurance for all motorized vehicles (owned and not owned) in the amount of not less than three million dollars (\$3,000,000). Each insurance policy must contain a waiver of subrogation clause in favour of the District of Sooke, and a thirty (30) day prior notice clause of any cancellation or material change in coverage, terms, and conditions.

The Consultant must carry insurance on equipment owned or rented by the Consultant to its full insurable value.

The Consultant shall provide, upon award of Contract, professional liability insurance and policy limits carried by the organization, its associates, and/or sub-consultants for an amount per claim and aggregate of three million dollars (\$3,000,000).

8.6 REGULATORY & LEGISLATIVE COMPLIANCE

The successful Consultant shall ensure services and products provided in respect to the Work are in accordance with, and under the authorization of, all applicable authorities and municipal, provincial, and federal legislation and Acts. The Consultant will provide the District with a copy of their current Certificate of Clearance from WorkSafeBC BC, prior to or at the time of signing the Contract; with copies of renewal confirmation provided every ninety days.

The Consultant to the Contract shall be designated and shall assume the responsibility as the Prime Contractor per WorkSafeBC BC OH&S regulations under applicable Sections 20 and 118 and applicable Subsections within them. The successful Proponent must have the necessary qualifications for and be willing to accept the responsibilities as Prime Contractor for the Contract.

The Consultant shall provide the District, prior to the commencement of the Work, with a written copy of the Health and Safety Policy of their organization, along with any applicable procedures relevant to the Work. If the Consultant does not have written procedures relevant to the Work, the Consultant's project team will be expected to abide by the District's safety procedures in accordance with the duties of employer's provision of the Occupational Health and Safety Act.

By submitting a Proposal, the Proponent represents that it has the legal capacity to enter into a contract and is in compliance with all federal, provincial, and municipal laws and regulations applicable.

8.7 FORCE MAJEURE

Neither party shall be responsible for any delay or failure to perform its obligations under this agreement by reason of force majeure. If either party is unable to perform any of its contractual obligations by reason of force majeure, including fire or other casualty, strike, order of a public authority, Act of God, or other cause beyond the reasonable control of such party, then such party shall be excused from such performance of the obligations for the duration of such cause. In the event such inability to perform shall continue longer than 30 days, either party may terminate this agreement without further liability by giving written notice to the other party.

8.8 DEFAULT BY CONSULTANT

In the event that the Consultant is found to be in non-compliance with the terms/requirements hereof or in supplying and delivering the services and/or goods in accordance with said terms/requirements, the Contract may be cancelled at the full discretion of the District.

SCHEDULE A – SAMPLE General Services Agreement

SCHEDULE B – SAMPLE Timeline

SCHEDULE C – December 16, 2019 Staff Report titled “Official Community Plan”

Schedule A – Sample General Services Agreement

GENERAL SERVICES AGREEMENT

Project Name:

District of Sooke File No:

THIS AGREEMENT dated for reference this day of , 2020.

BETWEEN:

(Name of Consultant), *(incorporation no)*,
having an address at ***(Address)***

("the Consultant")

AND:

DISTRICT OF SOOKE, a municipality incorporated under the *Local Government Act*, having an address at 2205 Otter Point Road, Sooke, British Columbia,
V9Z 1J2

(the "District of Sooke")

GIVEN THAT:

- A. The District of Sooke desires to engage the services of the Consultant as an independent Consultant to perform *(type of services)* as more particularly described below, and

B. The Consultant agrees to provide such services on the terms and subject to the conditions set out in this Agreement,

(a) Interpretation

a. In this Agreement, the following terms have the meanings set out after each:

“Agreement” means this agreement, including the recitals and schedules hereto, each as supplemented or amended from time to time;

(b) Schedules Incorporated

a. The following are Schedules to, and form an integral part of, this Agreement:

Schedule “A” – *(To be Determined)*
Schedule “B” – Privacy Protection Schedule

b. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, then the provision in the schedule is inoperative to the extent of the conflict, unless it states that it operates despite a conflicting provision of this Agreement.

(c) Effective Date and Term

a. This Agreement takes effect immediately upon execution by all of the Parties.

b. The term of this Agreement is for that period (*set out in Schedule A or dates of term*).

(d) Authority

a. The Consultant represents and warrants to the District of Sooke that it has the authority to enter into this Agreement and carry out its transactions and all necessary resolutions and procedural formalities have been completed and the persons executing this Agreement on its behalf are duly authorized to do so.

(e) Services

a. The District of Sooke hereby retains the Consultant as an independent Consultant to provide the services described in Schedule A (“the Services”).

b. The Consultant shall provide the Services strictly in accordance with the terms and conditions set out in this Agreement.

c. The Consultant shall provide the Services during the time period set out in section 3.2 of this Agreement regardless of the date of execution or delivery of this Agreement unless an extension of the time period is agreed to in writing by both parties.

- d. The Consultant will perform the Services to a standard of care, skill and diligence maintained by person providing, on a commercial basis, services similar to the Services.

(f) Compensation

- a. During the term of this Agreement the District of Sooke shall pay the Consultant for the Services at the rates and times described in Schedule A.
- b. The Consultant shall submit written statements of account to the District of Sooke according to the schedule set out in Schedule A.
- c. The District of Sooke shall reimburse the Consultant for all necessary expenses that the Consultant incurred while performing the Services and shall do so in accordance with the terms set out in Schedule A.
- d. The District of Sooke shall not pay the Consultant for any fees or expenses in excess of any limit specified in Schedule A, except where that is agreed to in writing by the parties.
- e. Any expense claims provided by the Consultant to the District of Sooke shall be supported by proper receipts.

(g) Consultant's Obligations

- a. The Consultant shall be responsible for the payment of all income and other taxes attributable to any payments made under this Agreement. The Consultant agrees to indemnify and save harmless the District of Sooke from and against any and all manner of actions, claims and demands which may be made against it in respect of any fees, assessments, levies, rates, taxes or other charges made, demanded, assessed or otherwise claimed by any provincial or federal government or other body of competent jurisdiction in respect of any monies paid to the Consultant under this Agreement.
- b. The Consultant shall apply for and, immediately on receipt, remit to the District of Sooke any refund or remission of federal or provincial tax or duty available with respect to any items used in connection with this Agreement.
- c. The Consultant shall supply and pay for all labour and materials necessary or advisable to provide the Services.
- d. The Consultant shall be responsible for all applications, permits or other approvals necessary or advisable to provide the Services.
- e. The Consultant shall maintain time records and books of account, invoices, receipts, and vouchers for all expenses incurred, in form and content satisfactory to the District of Sooke.
- f. The Consultant shall, upon request, fully inform the District of Sooke of all work done in connection with providing the Services.
- g. The Consultant shall comply with the District of Sooke's instructions regarding the performance of the Services, but not as to the manner in which those instructions are carried out, except as specified in this Agreement.

- h. The Consultant shall, when necessary, provide and supervise a sufficient number of workers to enable timely and proper performance and completion of the Services, and shall ensure that all such workers are competent, work efficiently and are qualified by education, training and experience to carry out the tasks to which each is assigned.
- i. All workers hired by the Consultant to perform the Services shall be the employees of the Consultant and shall not be the employees of the District of Sooke.
- j. The Consultant shall refrain from doing anything that would result in workers hired by the Consultant being considered the employees of the District of Sooke.
- k. The Consultant shall reassign, replace or remove a worker who does not meet the requirements described above, or who has behaved or is likely to behave in a manner detrimental to the provision of the Services, or has violated or is likely to violate the confidentiality provisions of this Agreement.
- l. Where a worker is identified in a schedule to this Agreement as “Key Personnel” and is essential to the performance of the Services, then the Consultant shall not remove or replace them without the District of Sooke’s prior written approval.
- m. The Consultant shall bear the expense of replacing its workers.
- n. Nothing in this Agreement restricts the right of the Consultant to terminate its employee’s employment, or renders the Consultant liable for an employee’s voluntary termination, or for any labour strike or lockout involving the Consultant’s employees.

(h) Conflict of Interest

- a. The Consultant shall not provide services to any other person or organization where that could reasonably give rise to a conflict of interest.

(i) Subcontracting

- a. The Consultant shall not subcontract any obligation under this Agreement, other than to persons or firms listed in this Agreement, without the prior written consent of the District of Sooke.
- b. The District of Sooke may, for reasonable cause, object to the use of a proposed subcontractor and require the Consultant to retain another qualified subcontractor.
- c. No subcontract, whether consented to or not, shall relieve the Consultant of any obligations under this Agreement.
- d. The Consultant shall ensure that any subcontractor fully complies with this Agreement when performing the subcontracted Services.

(j) Non-Compliance

- a. If the Consultant fails to observe, perform, or comply with any provision of this Agreement, then the District of Sooke may, at its sole discretion:
 - i. allow the Consultant to continue to provide the Services with a time limit for compliance, rectification or both; or
- b. suspend all or part of the Services, including payments in whole or in part, and give the Consultant a time limit for compliance, rectification or both.
- c. If the District of Sooke has set a time limit for compliance, rectification or both and believes that the Consultant has failed to meet the time limit, the District of Sooke may employ whatever means necessary to rectify that non-compliance, including performance of the Consultant's obligations on the Consultant's behalf and/or termination of this Agreement, and the Consultant shall pay an amount equal to all costs reasonably incurred by the District of Sooke in rectifying the non-compliance.

(k) Termination

- a. The District of Sooke may terminate this Agreement at any time, and without cause, by giving ninety (90) days' written notice of termination to the Consultant and paying the Consultant an amount equal to the minimum fees that would otherwise have been payable for the Services completed at the time of termination. That payment shall discharge the District of Sooke from all liability to the Consultant under this Agreement.
- b. The District of Sooke may terminate this Agreement if the Consultant fails to comply with any of the terms, covenants and agreements that the Consultant must observe or perform under this Agreement and that failure continues for fourteen (14) days after receipt by the Consultant of notice in writing from the District of Sooke specifying the failure.
- c. The Consultant may terminate this Agreement by providing ninety (90) days' written notice of termination to the District of Sooke.

(l) Information Made Available

- a. The District of Sooke shall make available to the Consultant all information in its possession that the District of Sooke considers relevant to the Consultant's performance of the Services.

(m) Intellectual Property

- a. The Consultant agrees that any documentation or deliverables developed by the Consultant for the purposes of this Agreement is the property of the District of Sooke and any copyrights, ownership rights or any other rights to such documentation or deliverables remain solely with the District of Sooke.

(n) Materials and Equipment

- a. Any material or equipment that the District of Sooke provides to the Consultant, or to a subcontractor hired by the Consultant, shall remain the exclusive property of the District of Sooke.
- b. The Consultant shall deliver to the District of Sooke any material or equipment provided to the Consultant or the Consultant's subcontractor immediately following expiration or termination of this Agreement, or as requested by the District of Sooke, and the material or equipment shall be returned in the same condition that it was supplied to the Consultant, except for loss or damage resulting from reasonable wear and tear associated with the performance of the Services.

(o) Insurance

- a. The Consultant shall, at its own expense, maintain at all times during the term of this Agreement, general liability insurance coverage in an amount and with deductibles as described in the District's Risk Management – Contract Services Policy 5.4, and shall ensure that the District of Sooke is named as an insured.
- b. The Consultant shall apply to the Workers' Compensation Board for coverage for the Consultant and any workers or other persons engaged by the Consultant to perform the Services during the term of this Agreement.
- c. The Consultant may, at its own expense, provide additional insurance for its members to augment WorkSafe BC coverage.
- d. The Consultant shall comply with all conditions of the *Workers Compensation Act* and regulations, and will be responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services, and shall indemnify and save harmless the District of Sooke, its employees and agents, from and against any such fines, levies, penalties and assessments.

(p) Confidentiality

- a. The Consultant acknowledges that in the performance of its responsibilities hereunder, the Consultant may have access to confidential information and records and the Consultant shall maintain strict confidentiality concerning any information, data, reports, instructions or directions received from or delivered by the District of Sooke in connection with the providing of any Services under this Agreement ("the Confidential Information").
- b. Statements or materials related to the Services shall not be released by the Consultant to the public without the prior written approval of the District of Sooke. This approval will not be unreasonably withheld.
- c. During and after the term of this Agreement, the Consultant shall not, directly or indirectly, disclose Confidential Information to any person or use any Confidential Information, except:

- (a) as required in the course of performing the Services and then only to staff of the District of Sooke on a need-to-know basis; or due to a legal requirement for disclosure
- (b) where the information is already publicly available;
- (c) with the prior written consent of the District of Sooke.
 - d. All Confidential Information which the Consultant shall prepare or use or come in contact with shall be and remains the District of Sooke sole property and shall not be removed from the District of Sooke premises without its prior written consent, except as required in the normal course of performing the Services under this Agreement.
 - e. The Consultant agrees to return to the District of Sooke all the Confidential Information provided by the District of Sooke and any copies of such material in its possession forthwith upon demand.
 - f. The Consultant agrees that it will cause any worker, before commencing his or her duties, to sign a written confidentiality agreement and the Consultant shall be liable to the District of Sooke for any breach of any such agreement by the worker.
 - g. The Consultant agrees that, upon request of the District of Sooke, or in the event that the Consultant ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, the Consultant will turn over to the District of Sooke all data, documents, specifications, drawings, reports, software, disks or other computer media, or other material in the possession or control of the Consultant that:
 - (a) may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information; or
 - (b) is connected with or derived from the Consultant's Services to the District of Sooke.
 - h. The Consultant agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for only in money damages and would cause irreparable injury to the District of Sooke. Accordingly, the Consultant agrees that the District of Sooke is entitled to, in addition to all other rights and remedies available to him at law or in equity, an injunction restraining the Consultant and any agents of the Consultant, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.
 - i. The Contractor will comply with and agrees to the Privacy Protection Schedule B of this Agreement.

(q) Notices

- a. Any notice permitted or required to be given by a party hereunder shall be given in writing, and may be delivered by hand, sent by facsimile transmission, or forwarded by first-class prepaid registered mail to the addresses and fax numbers set forth below, or to such other addresses as may from time to time be provide by the parties in writing. Any notice delivered by hand or sent by facsimile shall be deemed to be given and received at the time of sending.

Any notice that is sent by prepaid or registered mail shall be deemed to have been received by the party to whom it is addressed on the fourth (4th) business day (Saturdays, Sundays and Statutory Holidays excluded) following the date of posting, provided that Canada Post service is not interrupted by strike or lock-out at the time of posting or within four (4) business days thereafter, in which case the notice shall only be effective once it is actually delivered.

- b. Notices under this Agreement are to be delivered as follows:

To the District of Sooke:

District of Sooke of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2
Attention: Corporate Officer

Fax: (250) 642-0541

To the Consultant:

(Name of Consultant)
(Address)

(r) Dispute Resolution

- a. In the case of any dispute arising between the District of Sooke and the Consultant, a party to this Agreement may give the other party notice of the dispute, and if the matter cannot be resolved the parties may submit the dispute to arbitration by a single arbitrator in accordance with the *Commercial Arbitration Act* (British Columbia), as amended.

(s) Force Majeure

- a. For the purposes of this Agreement, the term "Force Majeure" is defined as an Act of God, an act of a public enemy, war, labour disruptions and other extraordinary causes not reasonably within the control of the Consultant.
- b. If the Consultant is rendered unable, wholly or in part, by Force Majeure to provide the Services then the Consultant shall provide to the District of Sooke notice of the Force Majeure as soon as reasonably possible, and to the extent that the Consultant's performance is impeded by the Force Majeure it shall not be in breach of its obligations under this Agreement.
- c. The parties acknowledge and agree that during an event of Force Majeure, the Consultant's obligations pursuant to this Agreement shall be reduced or suspended as the case may be, but not longer than the continuance of the Force Majeure, except for a reasonable time period after if required by the Consultant to resume its obligations.

(t) No Assignment

- a. The Consultant may not assign any of its rights or interests in this Agreement.

(u) Binding on Successors

- a. This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns, notwithstanding any rule of law or equity to the contrary.

(v) Remedies Cumulative

- a. No reference to or exercise of any specific right or remedy by the District of Sooke prejudices or precludes the District of Sooke from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the District of Sooke may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the District of Sooke is entitled to commence and maintain an action against the Consultant to collect any sum not paid when due, without exercising the option to terminate this Agreement.

(w) Waiver

- a. Waiver by the District of Sooke of any breach of any term, covenant or condition of this Agreement by the Consultant must not be deemed to be a waiver of any subsequent default by the Consultant. Failure by the District of Sooke to take any action in respect of any breach of any term, covenant or condition of this Agreement must not be deemed to be a waiver of such term, covenant or condition.

(x) Indemnity

- a. The Consultant shall indemnify, release and save harmless the District of Sooke and its elected and appointed officials, officers, employees, agents, Consultants, successors and assigns from any and all liabilities, actions, damages, claims, losses, orders, fines, penalties, costs and expenses, including the full amount of all legal fees and expenses that may be brought against, or suffered or incurred by, the District of Sooke or any of its elected and appointed officials, officers, employees, agents, Consultants, successors and assigns, in any way directly or indirectly arising from or in connection with the activities, actions or omissions of the Consultant or any of its employees, subcontractors, agents, licenses, servants, invitees or anyone for whom the Consultant is in law responsible, in relation to the Services or in connection with this Agreement. The indemnities set out in this paragraph do not include indemnifications for negligence or wilful or malicious misconduct on the part of the District of Sooke or a person for whom the District of Sooke is responsible at law. This paragraph will survive termination of this Agreement.

(y) Release

- a. The Consultant releases the District of Sooke from and against all liabilities, claims, demands, damages, costs, expenses, suits and actions which the

Consultant may at any time have against the District of Sooke in respect of the Services, this Agreement and related matters. The obligations of the Consultant under this section survive the expiry or earlier termination of this Agreement.

(z) General

- a. Time is of the essence of this Agreement.
- b. Parties may by written agreement amend this Agreement
- c. Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, Consultants, officers, licensees and invitees of such party, wherever the context so requires or permits.
- d. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties so require.
- e. Unless otherwise specified in this Agreement, all references to currency are in Canadian dollars.
- f. The headings included in this Agreement are for convenience only and do not form part of this Agreement and will not be used to interpret, define or limit the scope or intent of this Agreement.
- g. This Agreement shall be construed in accordance with the laws of the Province of British Columbia. Without limitation, the Consultant acknowledges that this Agreement is subject to the *Freedom of Information and Protection of Privacy Act*.
- h. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
- i. The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written, between the parties with respect to the subject matter of this Agreement.

NOW THEREFORE as evidence of their agreement to be bound by the terms of this Agreement, the parties have executed this Agreement as follows:

DATED the day of , 2020

District of Sooke by its authorized signatories:)
)
)
_____)
Mayor:)
)
_____)
CAO:)

)
)
DATED the day of , 2020)
)
(Name of Consultant) by its authorized signatories:)
)
_____)
Name:)

Name:

Schedule B - Sample Timeline

Spring 2020	Summer 2020	Aug/Sept 2020	November 2020	January	April 2021	Jun 2021	Sept 2021	Dec 2021
Award Contract	-Technical Review and preparation for engagement -Appoint OCP Advisory Committee	Begin Intensive Community Engagement	Present Draft Vision/Guide Policy Options	Finalize Vision/Guide and Policy Directions	Release Public Draft #1	Release Public Draft #2	Bylaw prepared for Council consideration	Bylaw adopted by Council

← Intensive Consultation Period August 2020 – June 2021 →

Schedule C – December 16, 2019 Staff Report



Official Community Plan

RECOMMENDATION:

THAT Council receive this report for information.

Report Summary:

The purpose of this report is to provide insight into what an Official Community Plan (OCP) is, the state of our current OCP and to open discussions with Council regarding the scope of work for an OCP review and next steps.

Report:

What is an OCP?

In British Columbia, the *Local Government Act* enables all municipalities to prepare and adopt an OCP by bylaw. An OCP is a statement of objectives and policies to guide planning and land use decisions within the area covered by the plan. Legislation provides a list of purposes and goals that OCPs should work towards. They must contain the content listed in section 473 of the *Local Government Act* which includes approximate location, amount and type of land uses. OCPs *may* contain any of those matters listed in section 474 including policies relating to social needs, enhancement of farming and the natural environment and a regional context statement in OCPs where a Regional Growth Strategy is in place.

A local government can include statements in an OCP on matters over which it does not have jurisdiction. Such statements are referred to as “advocacy policies”. Advocacy policies may only state the local governments broad objectives for areas within provincial jurisdiction (*Local Government Act* s. 474(2)) and their context should clearly indicate that such statements differ in kind from within-jurisdiction policy statements in the plan. Examples of an advocacy policy would be 5.7.3 Agricultural Policies in the current OCP as they apply to lands subject to provincial jurisdiction.

An OCP is required if a local government wants to use development permits. Development Permits (DP) are arguably the second most important tool available to local governments for regulating development (after zoning). The special conditions or objectives that the development permit areas are intended to address must be described in the OCP. It is important to note that an OCP is not prescriptive in the way that a Zoning Bylaw is (with the exception of DP Areas for Form and Character), but instead serves as a guiding policy document to assist in a Council’s decision-making process, particularly with respect to rezoning applications. Section 464 (2) of the *Local Government Act* drives this point home by stating "A local government may waive the holding of a public hearing on a proposed zoning bylaw if (a) an official community plan

is in effect for the area that is subject to the zoning bylaw, and (b) the bylaw is consistent with the official community plan".

OCP's may sometimes contain contrary or even conflicting policy, as local government objectives can range widely (e.g. greater vehicle capacity on roads vs. greenhouse gas reduction initiatives). However, an OCP strives to provide a degree of certainty about the location and nature of community change to residents, landowners and the development industry in the form of a guide to managing future development and growth. In doing so, it outlines the general framework for all of the key issues that concern a local government, including, but not limited to:

- Identification of lands for residential, commercial, recreational, public utility and other land uses; (land use designations)
- Policies to protect environmentally sensitive areas, and promote environmentally responsible development;
- Economic development;
- Public infrastructure (such as roads and parks);
- Social and cultural values;
- Urban design and physical development goals and objectives (urban boundary)

Section 475 of the *Local Government Act* requires local governments to provide one or more opportunities for consultation with persons, organizations and authorities that it considers will be affected when adopting, amending or repealing an OCP. This is in addition to the public hearing requirements. At the time of preparing or amending the plan (and not less than once a year) the local government must consult with school boards regarding the planning of school facilities. To adopt or amend an OCP, a local government must follow the procedures outlined in section 477 of the *Local Government Act*. An OCP that applies to land in the Agricultural Land Reserve must be referred to the provincial Agricultural Land Commission (ALC).

More recently, the Provincial Government has implemented an additional requirement for municipalities to undertake a Housing Needs report to better understand housing demand in our communities, prior to the adoption of an OCP. Fortunately for the District of Sooke we have completed our first Housing Needs report as approved by Council on December 9th. The results of which will inform future Housing policies for the District of Sooke in an updated OCP.

Why do we need a new OCP?

A number of changes have occurred over the past 10 years that have an impact on the relevance of the current OCP:

1. Changes to the Local Government Act:

- Requirement for Housing Needs reports every 5 years
- Rental Tenure Zoning
- Riparian Areas Regulation
- Legalization of recreational cannabis
- Changes in ALC regulations (Housing and Cannabis)

2. The District has initiated a number of long-range planning projects recently:
 - Transportation Master Plan - draft stage (1st draft anticipated end of December)
 - Parks and Trails Master Plan - draft stage (1st draft end of January)
 - Development Cost Charges Bylaw - post TMP/PTMP
 - Housing Needs Report - presented to Council for adoption December 9th provides definitive data regarding Sooke's housing needs and recommended actions over the next 10 years. The recommendations of the report should be embedded in the OCP in the form of updated Housing Policies, growth projections, demographic and economic analysis.
 - Economic Analysis of Sooke (Urbanics: provided solid background on economic development trends particularly as it relates to housing policy)
 - New Comprehensive Development Zones
 - Allowance of secondary suites and small suites in all residential zones
3. District Capital Projects
 - Development of Brownsey Boulevard and Wadams Way
 - Sewer expansion along Grant Road West from Spiritwood Development
4. Growth of Langford as an Urban Hub and CRD Juan de Fuca business park.
5. The Capital Regional District has recently completed a number of significant regional documents, including the 2018 updates to the Regional Growth Strategy, a Regional Transportation Plan and a Regional Housing Affordability Strategy; these documents should also factor into a new OCP.

In the last 10 years the District of Sooke has seen record growth (2001-2016 increased 3.2% compared to 1.2% for CRD) in the form of multi-family cohousing developments, commercial redevelopment and a significant amount of suburban residential development in areas outside the town centre (despite the OCP and Town Centre Plan objectives to focus residential development in the town centre).

The District can anticipate continued development interest and the many challenges that brings.

OCP Staff Critique

Planning staff have been tracking issues within the OCP that have either hindered or made difficult its implementation. For example:

- Absence of Development Permit areas for:
 - Environmentally sensitive lands (riparian/foreshore)
 - Hazard lands (Fire/Steep Slope/Flood)
 - Intensive residential development
- Absence of design guidelines for DP areas (Town Centre exception); for subdivision design (discouragement of long cul-de-sac's and pan handle lots)
- Need for policy that requires neighbourhood plans when applications are proposing more than 100 lots.

- Absence of clear language around the direction and location of growth. The Community Growth Area allows development beyond the existing infrastructure catchment areas while attempting through policy statements to direct growth to the Town Centre which is an area that is limited in land development potential.
- Consideration of Change of Use DP's
- Require more language needed around "Complete Communities" throughout document
- Require updates to the DP Exemption list needed (ie. \$ value for Building Permits)
- Need more language around landscape requirements (% permeable surface re. climate action)
- Desire from community for drive thru policies and design guidelines
- Identify need for Neighbourhood plans (ie. Kaltasin and Whiffin Spit)
- Comprehensive Development is both a land use designation, a DP Area and a zoning typology. It is confusing for the reader.
- Implementation section is weak and should include the requirement for monitoring reports to Council.
- Require a review of the Town Centre boundary; consideration of commercial corridor policies extending from Town Centre.

Notably, there are nearly 140 Action items listed in the OCP. After a review by staff it has been determined that in 10 years we have actioned 18 of them. Staff recommends that the next OCP be more realistic in terms of actionable items and how implementable those are for future Council's. It would be staff's preference to have a prioritized table of action items in the OCP that could help direct work plans for future years and make reporting to Council on the implementation of the OCP more efficient.

In addition, a legal review of the OCP was conducted by Lindstone & Company in 2016 that provided recommendations for further refinement of the OCP in areas such as the Preface, Regional Context Statement, Development Permit Areas and organization of policies throughout the document.

Guiding Principles for an updated OCP:

It is important to establish a set of guiding principles for an OCP re-write to help steer the process and create a policy document which provides the greatest benefit to the community. The principles are general statements that outline not only the type of OCP that is most desirable for the District, but the way in which it is developed. As the project progresses, the principles of the OCP review process can be further developed and enhanced. While staff believe that Council input is critical to establishing the principles, the following are some initial ideas for Council to consider. Council's Strategic Plan provided important direction for the creation of the guiding principles.

1. First and foremost, develop an OCP that is created with a high degree of community input and fully endorsed by the community. Residents and stakeholders should have multiple opportunities for meaningful input before they perceive that changes are set in

stone. This can be achieved through comprehensive public consultation at the outset, continuing through the process. (Effective and consistent communication)

2. Develop an OCP that provides clear and consistent guidance and direction for Council, staff, and the development community. (Effective governance and Long-term thinking)

3. Establish a user friendly OCP that is easily understood by the public, decision makers and staff. (Effective governance and consistent communication) This can be achieved through the following:

- a. A logical and organized bylaw structure
- b. Strategic use of info graphics and illustrations
- c. Clear language and well-defined terms
- d. Clear and concise table of contents and index digitally linked to relevant sections of the document; and
- e. Easy online use

4. Achieve an OCP that defines and enhances the unique character and future of Sooke. (Community Vibrancy and Long-term thinking)

5. Improve development guidelines to achieve a desirable form and character of development in Sooke. (Community Vibrancy, well-being and safety)

6. Focus on incorporating the provincial framework for a Healthy Built Environment: Neighbourhood Design, Transportation Networks, Natural Environment, Food Systems, Housing all with a social/economic underpinning. (Community well-being and safety, Vibrancy and Environmental leadership)

Next Steps

The process of developing a new OCP evolves as new information is received/obtained, consensus on the process is reached and interim decisions are made. It is important that expectations are managed throughout the process. For example it may be determined partway into the process that it's a priority for the community to focus on economic development and as a result it is proposed to Council that funds either be reallocated or additionally budgeted for in order to develop an economic development strategy for the community which would then provide an 'update' to section 4.4 of the current OCP. Another example might be placing priority on the environment specific to climate change which could also lead to the need for additional funds or reallocation of funds towards the creation of a climate action plan with a subsequent update to several sections of the current OCP.

Once the Senior Planner has started they will need approximately one month to become familiar with the current OCP and related documents (draft TMP and PTMP; Housing Needs Report; Child Care Needs Assessment, Economic Analysis, growth projections and previous OCP engagement work). Other planning staff are in the process of preparing "white papers" for use during the OCP review which would serve as a method

to inform the project consultant on the specific challenges that Sooke is facing. The white papers will address the following areas in the existing OCP: Development Permit Areas, Land Use Designations, Housing Policies and Climate Action and Adaption. They will identify current challenges in those areas with respect to how the current OCP policy has responded to real world conditions for the past decade. This critical review will assist in creating an understanding of the effectiveness of these policy sections in achieving Sooke's goals. After this review is complete an RFP will be drafted for publication on the District website and civic web. Once proposals have been received and reviewed by staff, a report will be presented to Council to approve awarding the project to the successful bidder. After the successful bidder is awarded the contract OCPs take approximately two years to complete.

Budget/Financial Impacts:

The 2020 - 2024 DRAFT Financial Plan currently has \$125,000 budgeted for the OCP update in 2020 with another \$50,000 in 2021 and \$25,000 in 2022. Staff will bring forward more detailed budget information for the project following the RFP process.

Other recent RFP's issued for OCP reviews in BC include prices ranging from \$125,000 up to over \$300,000. The high end of this range would be a significant jump from Sooke's budget and responses in this price range based on Sooke's scope of work would require reconsideration of the scope of the review, or a budget increase. However, these other communities (in some cases) are substantially larger in population and geography than Sooke. As such, proportionally, the District's budget may be sufficient.