



City of Richmond

Report to Committee

To Community Safety - Apr 2

To: Community Safety Committee
From: Suzanne Bycraft
Manager, Emergency & Environmental Programs

Date: April 2, 2003
File: 1000-18-003

Re: Agreement with Richmond Health Services

Staff Recommendation

1. That the Mayor and Clerk be authorized to execute an agreement with Richmond Health Services for the provision of public health protection services as outlined in Attachment 1 to the staff report dated April 2, 2003.
2. That the additional annual cost of \$41,300 associated with Item 1, above be funded from the approved 2003 additional levels.
3. That staff be directed to undertake bylaw amendments, as outlined in Attachment 2, to remove those references to the Medical Health Officer which are no longer relevant or required.

Suzanne Bycraft
Manager, Emergency & Environmental Programs

Att. 2

FOR ORIGINATING DIVISION USE ONLY		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Budgets	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Law	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	

Staff Report

Origin

The City of Richmond currently contracts with Richmond Health Services (RHS) to provide certain health related services that are the City's responsibility as both a property owner and as the Local Board of Health for Richmond. These services include mosquito control on City property at Sturgeon Banks, the enforcement of rodent control provisions in City bylaws, and the enforcement of City bylaws wherein the Medical Health Officer is named.

Included in this agreement is the enforcement of the noise control bylaw, and RHS has served notice per the agreement that they require additional annual funding for noise bylaw enforcement activities. At their March 3, 2003 meeting, Council directed staff to continue negotiations with Richmond Health Services on this issue and report back. This report responds to this request.

Analysis

Noise Bylaw Enforcement/Agreement

The City currently pays RHS approximately \$21,500 annually for services under our agreement. RHS has cited budget constraints and inadequate compensation from the City for their work associated with enforcement of the noise bylaw provisions. They have requested an additional \$41,300 annually to continue noise bylaw enforcement work. This cost is based on 0.50 of a full time public health inspector, plus an 18% administrative fee to cover overtime, equipment maintenance, mileage, etc. Alternatively, RHS will withdraw from providing this service, and the City would be required to assume this responsibility.

After evaluating this issue in greater detail with RHS and considering the implications of the City assuming this responsibility, we have determined that the most cost-effective approach is to continue to engage RHS to provide this service. The estimated cost for the City to assume this service is \$50,750, exclusive of training, equipment, overhead, etc. In addition, the work done by RHS includes not only the enforcement work, but also sound level surveys, review of noise consultant reports, and the receipt and handling of complaints.

In our negotiations with RHS, we have developed performance standards to measure the value for service, as well as to meet customer needs and expectations. A new agreement to reflect the additional annual cost and performance standards has been prepared and is presented in Attachment 1. This revised agreement also includes bi-annual reporting requirements from RHS to the City concerning a summary of detailed activities carried out for the various services provided.

Bylaw Amendments

This request by RHS prompted a broad scale review of all City bylaws wherein the Medical Health Officer is named. Our objective was to come to agreement on appropriate assignment of responsibility in order to avoid future unanticipated cost increases relating to enforcement of other City bylaws which name the Medical Health Officer. This has resulted in two principal areas of agreement between RHS and the City:

1. Those City bylaws which have a direct benefit to public health protection and RHS agrees to enforce at their cost.
2. City bylaw provisions which are no longer required (covered by other legislation, no longer relevant, etc.) and the reference to the Medical Health Officer can be eliminated.

The specific bylaw provisions are listed in Attachment 2. In order to remove those bylaw provisions which are no longer relevant or required, it will be necessary for staff to modify those bylaws which fall into category 2, above, to remove the reference to the Medical Health Officer.

Financial Impact

The additional cost associated with the noise bylaw enforcement work, \$41,300, was identified and approved as an additional level item in the 2003 budget approval process. It should be noted that this amount represents an ongoing annual operating cost increase.

This increase would bring the total annual amount paid to RHS for services to \$62,800, broken down as follows:

- \$11,000 - mosquito control on Sturgeon Banks, from Garry Point to Terra Nova
- \$10,500 - rodent control services on City property
- \$41,300 - noise bylaw enforcement activities

Conclusion

An extensive review of the City's agreement with Richmond Health Services has determined that it is in the City's best interests to continue to engage RHS to undertake noise bylaw enforcement work on behalf of the City. We have also taken this opportunity to clarify enforcement responsibility for other City bylaws which name the MHO, and to establish a process to remove those bylaw provisions which are no longer required.

It is important that the City and RHS continue to work closely on issues of mutual interest to ensure the overall best interests of our customers are served. The agreement presented with this report helps to clarify responsibility, and ensure our continued partnership with RHS.



Suzanne Bycraft
Manager, Emergency & Environmental Programs

SJB:



City of Richmond

Agreement

This Agreement dated the 1st day of January, 2003, at the City of Richmond, in the Province of British Columbia

Between:

City of Richmond
6911 No. 3 Road
Richmond, BC
V6Y 2C1

(the "City")

And:

Richmond Health Services, a part of
The Vancouver Coastal Health Authority
7000 Westminster Highway
Richmond, B.C.
V6X 1A2

(the "Richmond Health Services")

Whereas:

- A. Richmond City Council is designated as the "Local Board of Health" under the Health Act and as such, has certain responsibilities and obligations to protect public health in Richmond.
- B. Richmond Health Services is a part of The Vancouver Coastal Health Authority and has certain responsibilities and obligations to protect public health as per the Health Act.
- C. The City and Richmond Health Services recognize the benefits of, and wish to work in partnership to deliver services to Richmond in an effective manner.
- D. Richmond Health Services is willing and prepared to deliver public health protection services on behalf of the City;

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

1. Responsibilities and Duties

Richmond Health Services shall be responsible for the following:

1.1 Mosquito Control

Richmond Health Services will:

- 1.1.1 Advise the City on health hazards and treatment methods associated with mosquito control.
- 1.1.2 Receive and respond to complaints and inquiries from the public and others regarding mosquito infestations within 2 working days. Address same in a timely and efficient manner.
- 1.1.3 Provide the public with educational material and information to reduce the impact of mosquito infestations on their property/ies, and provide advice concerning treatment methods.
- 1.1.4 Undertake a mosquito control program, comprising regular monitoring of the area encompassing Sturgeon Banks from Garry Point to Terra Nova for the presence of saltwater mosquito (*aedes dorsalis*). This includes larvicide treatment as required. Such treatment is to be undertaken in an environmentally-sensitive manner.
- 1.1.5 Maintain certification in the appropriate categories as required by the Ministry of Water, Land and Air Protection, Pesticide Control Branch, including all certification and permits required to carry out a mosquito control program.
- 1.1.6 Maintain a satisfactory knowledge base in this area to ensure the most efficient, integrated pest management techniques available are used.
- 1.1.7 Assume responsibility for all costs associated with carrying out the work identified in Items 1.1.1 – 1.1.6.
- 1.1.8 The parties agree that the matter of mosquito control will be the subject of further negotiations in light of emerging issues relating to the Western Nile Virus, wherein a City-wide program, over and above that identified above, may be required.

1.2 Rodent Control

Richmond Health Services will:

- 1.2.1 Enforce all rodent control provisions in City bylaws.
- 1.2.2 Receive and respond to complaints and inquiries from the public and others regarding rodent control issues within 2 working days. Address same in a timely and efficient manner.
- 1.2.3 Undertake a comprehensive rodent control program on City property, including:
 - 1.2.3.1 Regularly surveying potential rodent infested areas including ditches, rights-of-way, vacant City property, leased City property, City parks and dykes.

1.2.3.2 Undertake appropriate control measures to reduce or eliminate rodent harbourage, including, but not limited to, carrying out a rodent elimination program using trapping/bait placement. Where buildings and structures are involved, control measures undertaken by Richmond Health Services will be limited to exterior activities.

1.2.3.3 Identify and advise concerning appropriate interior control measures for buildings and structures.

1.2.4 Maintain certification in the appropriate categories as required by the Ministry of Water, Land and Air Protection, Pesticide Control Branch, including all certification and permits required to carry out a rodent control program.

1.2.5 Maintain a satisfactory knowledge base in this area to ensure the most efficient, integrated pest management techniques available are used.

1.2.6 Assume responsibility for all costs associated with carrying out the work identified in Items 1.2.1 – 1.2.5.

1.3 **Noise Control**

The parties agree that enforcement of noise control provisions contained in City bylaws is the City's responsibility. Richmond Health Services will:

1.3.1 Undertake plan review for those new or modified building/development projects where there may be a potential noise source, and recommend noise prevention activities for those projects. Complete review within 5 working days from receipt by the City.

1.3.2 Respond to noise study analysis and City staff reports requiring comment with 7 working days from receipt by the City.

1.3.3 Enforce noise control provisions in City bylaws (save and except barking dogs and late night parties), such as: objectionable repetitive mechanical noises including those caused by swimming pool and hot tub pumps, air conditioners, and other similar appliances; attend and disable audible car and house alarms; enforce measured sound limits, enforce construction noise issues, including hours of construction restrictions. Appendix A to this agreement clarifies the process to be followed concerning building alarms.

1.3.4 Receive and address complaints and inquiries from the public and others regarding noise issues. Non-urgent complaints shall be responded to within 1 working day. Urgent complaints shall be addressed within 4 hours.

1.3.5 Assume responsibility for all costs associated with carrying out the work identified in Items 1.3.1 – 1.3.4, based on an average of 300 complaints per year.

In those situations where City staff have opted to initiate a noise bylaw investigation independent of Richmond Health Services, the City will assume responsibility for addressing these matters to completion.

1.4 **Business Licence Review**

The parties agree that a satisfactory health inspection will be required prior to the issuance of a business licence by the City. The City will forward those business licence applications which require a health inspection to Richmond Health Services in a timely fashion, i.e. within 2 days of receipt by the City. Richmond Health Services will undertake the following and assume responsibility for all associated costs:

- 1.4.1 Review all such business licence applications within 5 working days.
- 1.4.2 Liaise and follow up directly with applicants to ensure compliance with health inspection requirements in a timely fashion.

1.5 **General Health Issues - Bylaw Enforcement**

The parties agree that Richmond Health Services will provide the following services at no cost to the City:

- 1.5.1 Enforcement of City bylaw provisions relating to:
 - 1.5.1.1 Notice requirements for pesticide applications and regulations.
 - 1.5.1.2 Posting of fetal alcohol warning signs.
 - 1.5.1.3 Smoking restrictions in businesses.
 - 1.5.1.4 Posting of no smoking signs.
 - 1.5.1.5 Business licence violations for non-compliance with requirements of Medical Health Officer.
 - 1.5.1.6 Marina Health rules pertaining to water supply, washroom facilities, liquid waste disposal, solid waste collection and disposal, general safety issues, including but not limited to, lighting, and ramp design.
- 1.5.2 Participation in City-sponsored committees, such as the Emergency Planning Committee and Emergency Control Group.

2. **City Provided Items**

The City agrees to make the following services available to Richmond Health Services:

2.1 **Vehicle Maintenance**

Richmond Health Services may use the City's vehicle maintenance and fuelling services on a cost recovery basis for a maximum of 3 vehicles.

2.2 Courier Services

The City's internal courier service will be available to Richmond Health Services for delivery of correspondence and other materials within the Greater Vancouver area, up to a maximum of 20 hours per month.

2.3 Ticket Prosecution

The City will provide access to legal services necessary for the prosecution of any municipal tickets issued by Richmond Health Services.

The parties agree that before proceeding with any potentially costly, difficult or contentious enforcement action as part of providing the services contained in this agreement, Richmond Health Services will review the same with, and obtain the agreement of, the City. In conducting such review, the City may involve City personnel as the City determines appropriate.

2.4 Access to Information

The City agrees to allow Richmond Health Services with access to that information which is available on City systems, and is necessary and relevant to performing the duties as described in this agreement.

3. Compensation

- 3.1. In exchange for carrying out the duties and responsibilities set out in Sections 1.1, 1.2, and 1.3 of this agreement, the City agrees to pay to Richmond Health Services, the amount of \$62,500 per annum for the duration of the term of this agreement, payable as set out below:

On January 31st and July 31st, Richmond Health Services shall submit to the City representative a written statement of account representing one-half of the amount agreed to in Section 3.1, and setting out a detailed summary of activities undertaken (the "Statement of Account").

- 3.2. The City agrees to make payments to Richmond Health Services within ten (10) working days of receipt of Richmond Health Services' Statement of Account.
- 3.3. The City agrees to pay to Richmond Health Services on each subsequent renewal date, an additional sum which is equivalent to the Consumer Price Index for Vancouver for the period commencing January 1st and ending on December 31st of the prior year.

4. Performance Standards

- 4.1. Richmond Health Services is responsible for meeting the following targets:
- 4.1.1 Richmond Health Services will maintain records in a manner as agreed by the City and Richmond Health Services.

- 4.1.2 Richmond Health Services will ensure that competent personnel, with experience and skills commensurate for the assigned tasks, are assigned to perform under this Agreement to ensure quality work performance.
- 4.1.3 All Richmond Health Services personnel must conduct themselves in an orderly and disciplined manner while engaged in the performance of the services rendered. Richmond Health Services will enforce appropriate conduct by all Richmond Health Services personnel to present to the public the best possible image of the City.
- 4.1.4 Should any Richmond Health Services personnel behave in a disorderly manner or be abusive to others by language or actions while engaged in the performance of this Agreement, Richmond Health Services will remove that individual from the activity and will no longer assign that individual to any City work.

5. Benefits

- 5.1. Richmond Health Services hereby waives all rights, claims, and entitlements whatsoever afforded to employees of the City pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits. Richmond Health Services agrees to pay, as required by Federal or Provincial Statutes any payments for Income Tax, Workers Compensation, Unemployment Insurance, Canada Pension Plan, Superannuation and other such payments.

6. Independent Contractor

- 6.1. Richmond Health Services is an independent contractor and no agency, joint venture, association, partnership, employer-employee relationship is created between the City and Richmond Health Services.

7. Assignment And Subcontracting

- 7.1. Richmond Health Services will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of Richmond Health Services under this agreement.
- 7.2. No sub-contract entered into by Richmond Health Services will relieve Richmond Health Services from any of his obligations or impose any obligation or liability upon the City to any such sub-contractor.

8. Exemption from Liability

- 8.1. The City will indemnify and hold Richmond Health Services and its employees, servants, and agents harmless from any and all claims, losses, costs, damages, expenses, including legal fees on a solicitor and own client basis (hereinafter collectively referred to as “claims”) arising out of or in connection with activities associated with the enforcement of City bylaws and associated with the provisions of the services listed above. Richmond Health Services shall forthwith after receipt of knowledge of a potential claim, or suit, deliver to the City full particulars thereof and the parties shall assist each other in the defence of any claim.

9. Representation

- 9.1. The parties hereto agree that for all purposes hereunder the City shall be represented by Richmond Health Services, who has:
- a) The ability to undertake, and
 - b) The authority to execute and deliver on this Agreement
- 9.2. Richmond Health Services will use the funds, herein contemplated, to perform this Agreement in accordance with its terms.
- 9.3. The parties agree that the City shall be represented by Suzanne Bycraft of the Emergency & Environmental Programs Department, or Designate.

10. Confidentiality

- 10.1. Richmond Health Services shall not disclose any information provided by the City, specifically proprietary, sensitive, personal or confidential information or that developed resulting through the performance of this agreement to any other party without the express written consent of the City. All information provided to Richmond Health Services or developed by Richmond Health Services pursuant to this agreement shall be returned to the City upon the expiration of this agreement. Richmond Health Services acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia. The City acknowledges that Richmond health Services is subject to the Freedom of Information and Protection of Privacy Act of B.C.

11. Term

- 11.1. This agreement is valid for the period commencing January 1, 2003 and ending December 31, 2003 (the "Expiration Date").
- 11.2. This agreement will be automatically renewed on the expiration date unless 90 days written notice is given to either party to terminate or amend the agreement. Unless a notice of termination is received by either party, this agreement will be binding and in force for both parties.

12. Termination

- 12.1. Notwithstanding any other provisions of this agreement, either party may terminate this agreement at any time upon at least ninety (90) days' written notice delivered to the Parties at the addresses shown on the first page of this agreement, or such shorter time and in such a manner as may be agreed upon by the parties. The parties agree that any payments due will be calculated on a pro-rated basis depending on the amount of time remaining in the agreement. Furthermore, any notice of a proposed amendment to this agreement must be given to the other party with at least 90 days notice. Failure of the other party to respond within a 90 day notice period makes this agreement null and void at the proposing party's option.

13. Notices

- 13.1. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered, or if sent by prepaid regular mail, to the addresses of the parties set out on the first page of this agreement, or to such other addressees as shall have been specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered, and if mailed in Canada, on the fourth business day after the date of mailing.

14. Feminine/Masculine

- 14.1. Wherever the singular or masculine is used throughout these Terms the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

15. General

- 15.1. This Agreement may be amended upon mutual agreement of the parties in writing.
- 15.2. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of British Columbia.
- 15.3. This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City.

The City and Richmond Health Services Agree to these Terms the day and year first above written.

Richmond Health Services

City of Richmond



Royal Canadian Mounted Police
Gendarmerie royale du Canada

Security Classification / Designation
Classification / Désignation sécuritaire

Tel: 278-1212
Fax: 207-4716

Unclassified

Your file Votre référence

January 11, 2002

Our file Notre référence

Ms. Sandy Tokarczyk
Richmond City Hall
6911 No. 3 Road
Richmond, B.C. V6Y 2C1

Dear Ms. Tokarczyk:

Re: **Noisy House/Building Alarm By-Law Ongoing for Two Hours or More**

This letter will serve to confirm police protocol in attending complaints of noisy building alarms that have been active for two hours or more.

Richmond RCMP will attend in the first instance. They will ensure that a break and entry is not in progress and that one has not recently occurred. If the premise is secure, the complainant will be advised of Richmond's two hour noisy alarm by-law.

Richmond Environmental Health will be contacted at their 24 hour emergency number (604-219-6294) as the two hour time limit threshold approaches. If Environmental Health is unable to locate the owner or a neighbour to address the problem, they will contact a locksmith to gain entry to the premise. Richmond RCMP will re-attend and be present from this point onward. The Environmental Health agent will disable the alarm and secure the building. Environmental Health will also be responsible for follow up with the tenant.

Should you have any questions, please call for further clarification.

Sincerely,

(Ward Clapham) Superintendent
Officer in Charge
Richmond Detachment

6900 Minoru Boulevard
Richmond, B.C., V6Y 1Y3

Canada

Assessment of City Bylaw Provisions which Name the Medical Health Officer

1. Provisions which Richmond Health Services Assumes Financial Responsibility for Enforcement

Item	Bylaw Provision	Description
1.	Rodent Control	"Keep Clean" Regulations
2.	Rodent Control	Eliminate contaminated foods if caused by rodents
3.	Rodent Control	Do not provide rodent harbourages
4.	Pesticide Applications and Regulations	Notice requirements
5.	Fetal Alcohol Warning	Signs (Bylaw 6989, Part 1)
6.	Smoking Control	No smoking in business regulations
7.	Smoking Control	Posting of no smoking sign regulations
8.	Business Licence	Violation of bylaw not to comply with requirements of MHO
9. ¹	Business Regulation – Kennel Regulations	Keep clean to satisfaction of MHO
10. ¹	Business Regulation – Kennel Regulations	Notify MHO if animal has disease transmittable to humans or other animals
11. ¹	Business Regulation – Kennel Regulations	Must isolate until MHO declares animal safe.
12.	Emergency Management	MHO is a member of the Emergency Control Group.
13.	Marina Health Rules	Water supply
14.	Marina Health Rules	Washroom facilities
15.	Marina Health Rules	Liquid waste disposal
16.	Marina Health Rules	Solid waste collection and disposal
17.	Marina Health Rules	General safety issues – lighting, ramp design, etc.

¹ Could potentially be dealt with by other Health legislation. Should be reviewed to determine if still valid/required.

2. Provisions which are no Longer Required – Reference to Medical Health Officer Can be Removed

Item	Bylaw Provision	Description
1.	Building Bylaw	MHO must approve design of septic tank systems and sewage holding tanks.
2.	Business Regulation	Must allow MHO access to inspect businesses.
3.	Business Regulation	Animal grooming locations must be kept clean to satisfaction of MHO.
4.	Business Regulation – Animal Hospital	Keep clean to satisfaction of MHO