



To: General Purposes Committee
From: Peter Russell
Director, Sustainability and District Energy
Ben Dias
Acting Director, Public Works Operations
Date: February 12, 2021
File: 10-6125-04-01/2021-Vol 01
Re: **Vancouver Coastal Health – Termination of Service Agreement**

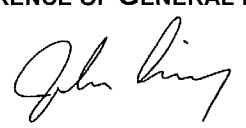


Staff Recommendation

1. That, as outlined in the staff report titled “Vancouver Coastal Health – Termination of Service Agreement” dated February 12, 2021 from the Director, Sustainability and District Energy and Acting Director, Public Works Operations:
 - a) the service transition to the City for management and enforcement services currently provided by Vancouver Coastal Health (as defined in Public Health Protection Bylaw No. 6989 and Noise Regulation Bylaw No. 8856), be endorsed, and
 - b) staff monitor the impacts of the service transition as it relates to service levels and the capacity of existing resources to absorb these activities and address any shortfalls as part of 2022 operating budget deliberations.
2. That Public Health Protection Bylaw No. 6989, Amendment Bylaw No. 10240 be introduced and given first, second and third readings;
3. That Noise Regulation Bylaw No. 8856, Amendment Bylaw No. 10241 be introduced and given first, second and third readings.

Peter Russell
Director, Sustainability and District Energy
(604-276-4130)

Ben Dias
Acting Director, Public Works Operations
(604-233-3130)

Att. 2

REPORT CONCURRENCE		
ROUTED TO: Facility Services Law Finance Parks Services	CONCURRENCE <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CONCURRENCE OF GENERAL MANAGER 
SENIOR STAFF REPORT REVIEW	INITIALS: 	APPROVED BY CAO 

Staff Report

Origin

Since 1996, the City has had an agreement (the “Agreement”) with the Vancouver Coastal Health Authority (“VCH”) whereby VCH undertakes customer service, program delivery and enforcement of various aspects of Public Health Protection Bylaw No. 6989 (the “Health Bylaw”) and Noise Regulation Bylaw No. 8856 (the “Noise Bylaw”). Services provided by VCH on behalf of the City include: mosquito control, rodent management and bylaw enforcement activities relating to noise, smoking and general health.

VCH recently served notice of its intention to terminate the Agreement with the City effective March 30, 2021 (Attachment 1). VCH has highlighted two primary reasons for their decision:

- 1) The current value of the contract (\$257,700) is insufficient to cover their costs (estimated at \$350,000 based on information provided by VCH), and
- 2) Resource demands placed on VCH by the COVID-19 pandemic has required they shift their focus away from non-core services (e.g. those covered under the Agreement).

Compounding these two factors is the scarcity of qualified resources in the employment market to perform their mandate. For all of these reasons, VCH indicated that they are not in a position to re-negotiate the contract value to retain this arrangement. This service has been very beneficial to the City over the many years the Agreement has been in place and is a very unique model when compared with other cities.

Putting aside the services provided in the contract, the City and VCH will continue to work cooperatively as community partners on those matters mutually beneficial to our respective mandates. Services VCH will continue to provide are noted in Table 2, below.

This report provides additional information and outlines the manner in which staff intend to transition the services to a City-managed model. Where possible, services will be absorbed, however there will be some reduction in service levels for residents as described below. The impact to resources will be monitored for any required adjustments in future years.

This report supports Council’s Strategic Plan 2018-2022 Strategy #1 A Safe and Resilient City:

Enhance and protect the safety and well-being of Richmond.

1.1 Enhance safety services and strategies to meet community needs.

1.2 Future-proof and maintain city infrastructure to keep the community safe.

1.4 Foster a safe, caring and resilient environment.

Analysis

Levels of Service Currently Provided by VCH

The following table provides an overview of each service area under the Agreement and the existing levels of service provided for each.

Table 1 Overview of Services/Service Levels Currently Provided by VCH

Item	Service	Current Service Level
1.	<i>Mosquito Control</i>	a) Public education b) Customer service/response to complaints/enquiries c) Control on City property, including larvicide treatment, as required: <ol style="list-style-type: none"> i. Sturgeon Banks to Terra Nova, and ii. City ditches
2.	<i>Rodent Management</i>	a) Public education b) Customer service/response to complaints/enquiries c) Control and elimination, including trapping: <ol style="list-style-type: none"> i. City property (exterior and interior) ii. Residential private property (exterior) iii. Private property – advice on interior controls iv. Enforcement – require property owners to control/eliminate pest infestations, including rodents
3.	<i>Noise Control Bylaw Enforcement</i>	a) Customer service/response to complaints/enquiries b) Enforce noise control provisions of City bylaws (exclusive of barking dogs, car alarms and late night parties): <ol style="list-style-type: none"> i. Objectionable repetitive mechanical noises (swimming pools, air conditioners, etc.) ii. Attend and disable audible house alarms iii. Enforce measured sound limits iv. Construction noise issues
4.	<i>Smoking Bylaw Enforcement</i>	a) Customer service/respond to complaints/enquiries b) Enforce smoking control provisions of City bylaws on public property
5.	<i>Bylaw Enforcement: General Health Matters</i>	a) Animal and Bird Regulation b) Marina Health and Safety Regulation c) Pesticide Application – Notification and Signage Regulation

The current VCH contract amount is \$257,700 annually, funded from the Sanitation and Recycling Utility Budget (approximately 75%) and from Community Bylaws (approximately 25%). The workload is distributed among VCH's nine environmental health officers, a full time vector control officer, and is supplemented by approximately six part time staff to undertake mosquito control.

Service Comparison to Other Jurisdictions

As part of evaluating the transition requirements, staff undertook a review of how these services are conducted in other cities. This review confirmed that the arrangement to have these services provided by the local health authority is indeed unique to Richmond. Key findings from other cities related to the service delivery model applied are outlined in Table 2 below.

Table 2 Summary of Service Delivery Approaches in Other Jurisdictions

Item	Service	General Approach	Comments
1.	<i>Mosquito Control</i>	<ul style="list-style-type: none"> Consortium arrangement through Metro Vancouver using contracted services for control on city lands. Each jurisdiction administers/coordinates contract based on individual community needs assessment. Provide advice/education for private property issues. 	<ul style="list-style-type: none"> This model alleviates the administrative burden relating to the permitting and certification process required for this service.
2.	<i>Rodent Management (trapping)</i>	<ul style="list-style-type: none"> Eight of ten jurisdictions retain contractors to manage rodents on city lands. Two of ten jurisdictions use internal resources, including one which provides services (i.e. traps) for private property. Four jurisdictions in Metro Vancouver (including Richmond) have rodenticide bans in place. 	<ul style="list-style-type: none"> VCH has noted the current services provided on private property in Richmond is very popular with residents. Staff note that other rodent/vector issues are residents' individual responsibility (e.g. raccoons).
3.	<i>Enforcement of Rodent Infestations</i>	<ul style="list-style-type: none"> Four of eight municipalities surveyed do not provide enforcement of rodent infestations. 	<ul style="list-style-type: none"> Health Authorities have a mandate to intervene when rodent infestations are a threat to human health.
4.	<i>Noise Control Bylaw Enforcement</i>	<ul style="list-style-type: none"> Managed through a combination of bylaw enforcement and RCMP staff. 	
5.	<i>Smoking Bylaw Enforcement</i>	<ul style="list-style-type: none"> Managed through a combination of bylaw enforcement and RCMP staff. 	
6.	<i>Bylaw Enforcement: General Health Matters</i>	<ul style="list-style-type: none"> Appropriate internal departments, supplemented with bylaw support as required. 	

Service Transition

A number of discussions have been held with VCH staff to understand the scope of work and how to best transition the services amongst the City departments most appropriately positioned to manage them. The intention is to deliver service to a similar level as that provided by VCH, with the exception of rodent trapping services on private property. This service level is not only outside the norm, but would also be very costly to provide in terms of staff time and field expenses.

The service transition is outlined in Table 3 below. To ensure appropriate authorities are in place to allow for enforcement, bylaw amendments are required to provide enforcement authority for City staff.

Table 3 Transition Plan

Item	Service	Methodology/Approach	Impacts/Required Actions
1.	<i>Mosquito Control</i>	<ul style="list-style-type: none"> Staff to develop educational resources for private property. Contract Metro Vancouver under the GVRD Mosquito Control Service Bylaw No. 1164 for mosquito services on city lands. Provide advice/education for private property issues. 	<ul style="list-style-type: none"> Service level to be maintained.
2.	<i>Rodent Management (trapping)</i>	<ul style="list-style-type: none"> Staff to develop educational resources for private property. Staff to manage city-owned property and facilities, as appropriate, with contracted support. 	<ul style="list-style-type: none"> Staff will continue to provide advice and educational resources for private property. Rodent management supplies such as traps will no longer be provided to residents.
3.	<i>Enforcement of Rodent Infestations</i>	<ul style="list-style-type: none"> Staff to provide education and enforcement services. 	<ul style="list-style-type: none"> Enforcement is likely to increase in the absence of a trapping service previously provided (at no cost to property owners).
4.	<i>Noise Control Bylaw Enforcement</i>	<ul style="list-style-type: none"> Community Bylaws to manage. Use contracted services for sound measurement, when required. 	<ul style="list-style-type: none"> This is a new area of expertise and training will be required.
5.	<i>Smoking Bylaw Enforcement</i>	<ul style="list-style-type: none"> Community Bylaws to enforce smoking regulations in public spaces such as parks; requirements to include fetal alcohol warning signs in restaurants and bars, etc. 	<ul style="list-style-type: none"> One option would be to remove the added regulations and rely solely on Health to enforce Provincial mandate.
6.	<i>Bylaw Enforcement: General Health Matters</i>	<ul style="list-style-type: none"> Appropriate internal departments, supplemented with bylaw support as required (as it relates to marina holding tanks and services and feeding birds and wildlife). 	<ul style="list-style-type: none"> It is unclear on how service levels will be managed with existing staff complement.

Preliminary analysis undertaken by staff indicates the estimated resource effort to deliver the service levels outlined in Table 3 to be three FTE's, supplemented with contracted support services for mosquito control and noise measurement services. Annual costs for the City to provide these services are estimated at approximately \$400,000 (or approximately \$150,000 above the current contract amount). One time costs of \$135,000 for vehicles, supplies, etc. are also anticipated as part of this preliminary cost evaluation. Attachment 2 provides these cost estimates in more detail.

Recognizing the timing of the transition discussions as it relates to the current status of the City's operating budget process, coupled with the fact there is value in operating the program for a period of time to gain further insights to evaluate needs and requirements, staff's intention is to:

1. Absorb these responsibilities to the degree possible (supplemented with contracted support) within the existing funding allocation of \$257,700.

2. Monitor and evaluate during 2021 to:

- a. identify appropriate service level changes, alternative strategies, and/or service level reductions to maintain the services to the degree possible within existing allocations, or
- b. identify additional resources and/or support required to maintain service levels as part of 2022 budget deliberations, as required, and
- c. provide public information to communicate the service level reduction for rodent trapping on private property.

It is recognized there may be challenges during 2021 in handling not only the transition in general but also the added workload; however, staff will endeavour to review and incorporate efficiencies and re-tooling as needed to address any gaps.

Bylaw Amendments

The Health Bylaw and Noise Bylaw contain a number of provisions relating to the items outlined in Table 1. For example, the bylaws give authority to the Medical Health Officer to enable enforcement, including the authority to enter onto land and/or into buildings. To facilitate the transition of authority for enforcement to City staff, the proposed bylaws are amended to ensure that City staff have these same rights of entry onto property and enforcement. The amendments will not remove reference to the Medical Health Officer in the event that issues arise that require the assistance of both organizations. The proposed bylaw amendments also contain some other housekeeping edits.

Financial Impact

As staff intend to absorb the activities within the current budget allocation to the degree possible. There is no financial impact at this time. Should it be determined that additional funding is required in future, this will be identified for consideration as part of future budget deliberations.

Current/2021 budget allocations are \$257,700, funded as follows:

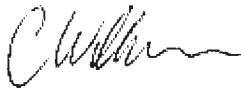
- Sanitation and Recycling Utility Budget: \$197,700
- Community Bylaws Operating Budget: \$60,000

Staff note that a separate report addresses undertaking a one-year ban on the use of rodenticides (e.g. “Banning Rodenticides on City-Owned Property in Richmond” approved by Council January 25, 2021). This report highlights additional costs of \$67,000 for this revised approach to rodent management. Should it be determined at the conclusion of the one-year ban that these additional estimated management costs are needed on an on-going basis, this will be identified and reported to Council as part of the evaluation process and as part of 2022 budget deliberations, as required.

Conclusion

Vancouver Coastal Health Authority has served notice to terminate the current Services Agreement with the City effective March 30, 2021. The COVID-19 pandemic has impacted their resource levels to the point where they are no longer able to provide services to the City as outlined in the Agreement, which include: rodent and mosquito control, noise/smoking and general health bylaw enforcement.

This report outlines the transition plan for the City to assume responsibility for these services effective March 31, 2021. The workload this transition requires will be absorbed and managed by City staff to the degree possible within existing funding allocations. Staff will monitor and identify any required resource and financial impacts as part of future/2022 budget deliberations.



Carli Williams, P.Eng.
Manager, Business Licence and Bylaws
(604-276-4136)



Chad Paulin, P.Ag.
Manager, Environment
(604-247-4672)



Suzanne Bycraft
Manager, Fleet and Environmental Programs
(604-233-3338)

SB:

- Att. 1: Letter from Vancouver Coastal Health – Termination of Service Agreement
- Att. 2: Transition Plan – Preliminary Anticipated Resource/Financial Requirements



VCH - Richmond Environmental Health
325-8100 Granville Avenue
Richmond, BC V6Y 3T6
Tel: 604 233 3147 Fax: 604 233 3175

September 29, 2020

DELIVERED BY COURIER

City of Richmond
Environmental Programs
5599 Lynas Lane
Richmond, BC V7C 5B2

Attention: Suzanne Bycraft, Manager of Fleet & Environmental Programs

Dear Ms. Bycraft,

Re: Termination of Service Agreement

Pursuant to our teleconference on September 22, 2020, Vancouver Coastal Health Authority ("VCH") is providing the City of Richmond with notice to terminate the Service Agreement between VCH and the City of Richmond, dated January 1, 2010 (the "Agreement"). Pursuant to section 12.1 of the Agreement, the termination shall be effective March 30, 2021 (the "End Date").

Any outstanding payments will be calculated in accordance with section 12.1 of the Agreement. VCH will arrange for further discussion regarding outstanding payments prior to the Effective Date.

Yours truly,

Vancouver Coastal Health Authority
Per:

A handwritten signature in black ink, appearing to read "C. Kurzac".

Claudia Kurzac
Manager, Environmental Health
Vancouver Coastal Health

office 604 233 3172
e-mail claudia.kurzac@vch.ca

Transition Plan – Preliminary Anticipated Resource/Financial Requirements

Anticipated Resources and Costs	One Time	Annual Ongoing
a. 1 FTE Environmental Technician (PB 13)		\$88,000
b. 1 FTE Pest Control Technician (PB 09)		\$75,000
c. 1 FTE Bylaw Enforcement Officer II (PB 12)		\$84,000
d. Vehicles (3)	\$105,000	\$33,000
e. Education	\$10,000	\$16,000
f. Supplies	\$20,000	\$12,000
g. Cellular phones (3)		\$3,000
h. Pest abatement and noise measurement services		\$95,000
Sub Total	\$135,000	\$406,000
Less Current Annual Allocation for VCH Contract	\$0	\$247,700
Annual Difference/Increase	\$135,000	\$158,300



**Public Health Protection Bylaw No. 6989
Amendment Bylaw No. 10240**

The Council of the City of Richmond enacts as follows:

1. **Public Health Protection Bylaw No. 6989**, as amended, is further amended by deleting the entirety of Section 1A1.3.3 and replacing it with the following:

“When any animal or bird is known to have died of an infectious or communicable disease, the owner must:

- (a) immediately notify the Medical Health Officer or an Inspector;
- (b) dispose of the carcass; and
- (c) clean and disinfect any area possibly infected by such carcass, as directed by the Medical Health Officer or an Inspector.”.

2. **Public Health Protection Bylaw No. 6989**, as amended, is further amended by deleting the entirety of Section 2.1.2 and replacing it with the following:

“The Medical Health Officer and an Inspector is hereby authorized to enter any marina, at reasonable times, for the purpose of inspection, to determine satisfactory compliance with the provisions of Subdivision Two.”.

3. **Public Health Protection Bylaw No. 6989**, as amended, is further amended by deleting the entirety of Part 4.3 and replacing it with the following:

“PART 4.3: AUTHORITY OF THE MEDICAL HEALTH OFFICER AND AN INSPECTOR

4.3.1 The Medical Health Officer and an Inspector is authorized to administer the provisions of Parts 4.1 and 4.2, and, for that purpose may:

- (a) issue a written notice requiring a person who has not complied with the requirements of Parts 4.1 and 4.2 to comply, by a specified date, with any deficiencies specified in such notice; and
- (b) enter at all reasonable times on any premises to determine compliance with the requirements of Parts 4.1 and 4.2.”

4. **Public Health Protection Bylaw No. 6989**, as amended, is further amended by deleting the entirety of Section 5.1.3 and replacing it with the following:

“5.1.3 Authority of Medical Health Officer and an Inspector

5.1.3.1 The Medical Health Officer and an Inspector is authorized to enter onto any land or into any buildings for the purpose of determining the presence of rodents or mosquitoes on such property, and may order any person to take steps which are necessary to control rodents or mosquitoes on that property.

5.1.3.2 In the event the order given under the authority of subsection 5.1.3.1 is not complied with, the Medical Health Officer and an Inspector is further authorized to enter the property in order to carry out terms of the order to control rodents or mosquitoes, and in the event the costs are not paid within 30 days after being invoiced, the amount outstanding may be added to and form part of the taxes payable on the property as taxes in arrears.”

5. **Public Health Protection Bylaw No. 6989**, as amended, is further amended at Part 8.1 by deleting the definition of “Inspector” and replacing it with the following:

“**APPROVAL** means all approvals, authorizations, consents, permits and orders of all federal, provincial or municipal governmental agencies or authorities required to be obtained for consummation of the particular transaction(s) contemplated herein;

6. **Public Health Protection Bylaw No. 6989**, as amended, is further amended at Part 8.1 by deleting the definitions of “False Alarm” and “General Manager of Engineering & Public Works”.

7. **Public Health Protection Bylaw No. 6989**, as amended, is further amended at Part 8.1 by deleting the definition of “Inspector” and replacing it with the following:

“**INSPECTOR** includes a Bylaw Enforcement Officer employed by the City, a Peace Officer, and any employee, contractor or agent acting under the supervision of any of them. ”

8. This Bylaw is cited as “Public Health Protection Bylaw No. 6989, Amendment Bylaw No. 10240”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept. <i>AW</i>
APPROVED for legality by Solicitor <i>LB</i>

MAYOR

CORPORATE OFFICER



Noise Regulation Bylaw No. 8856
Amendment Bylaw No. 10241

The Council of the City of Richmond enacts as follows:

- 1. Noise Regulation Bylaw No. 8856, as amended, is further amended at Section 1.1.2 by deleting the definition of "inspector" and replacing it with the following:
"inspector includes the Medical Health Officer, the Health Protection Manager, the General Manager, a Bylaw Enforcement Officer employed by the City, a Peace Officer, and any employee, contractor or agent acting under the supervision of any of them."
2. This Bylaw is cited as "Noise Regulation Bylaw No. 8856, Amendment Bylaw No. 10241".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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CITY OF RICHMOND
APPROVED for content by originating dept.
APPROVED for legality by Solicitor
LB

MAYOR

CORPORATE OFFICER