

INTER-COMMUNITY BUSINESS LICENCE AGREEMENT

WHEREAS:

- A. Capitalized terms not otherwise defined in this Agreement will have the respective meanings ascribed to them in section 1;
- B. Each *Participating Jurisdiction* wishes to permit certain categories of *Businesses* to operate across their jurisdictional boundaries while minimizing the need to obtain a separate business licence in each jurisdiction; and
- C. The purpose of this Agreement is to set out the administrative processes for staff in *Participating Jurisdictions* and the standard form of the bylaw authorizing the *Inter-Community Business Licence* scheme on Vancouver Island.

NOW THEREFORE, each *Participating Jurisdiction* agrees as follows:

In this Agreement:

“Business” has the same meaning as defined in the *Community Charter*.

“Community Charter” means the *Community Charter*, S.B.C. 2003, c. 26.

“Excluded Business” means a *Business* excluded from application for an *Inter-Community Business Licence* and includes those businesses referred to in Schedule A of the *Inter-Community Business Licence Bylaw*.

“Inter-Community Business” means a *Business* that performs a service or activity within more than one *Participating Jurisdiction* by moving from client to client rather than having clients come to them.

“Inter-Community Business Licence” means a business licence which authorizes an *Inter-Community Business* to be carried on within the boundaries of any or all of the *Participating Jurisdictions* in accordance with the *Inter-Community Business Licence Bylaw*.

“Inter-Community Business Licence Bylaw” means the bylaw adopted by the Council of each *Participating Jurisdiction* to implement the inter-community business licence scheme contemplated by this Agreement.

“Jurisdiction Business Licence” means a licence or permit, other than an *Inter-Community Business Licence*, issued by a *Participating Jurisdiction* that authorizes a *Business* to be carried on within the jurisdictional boundaries of that *Participating Jurisdiction*.

“Participating Jurisdiction” means a jurisdiction that has adopted an inter-community business licence bylaw substantially in the form of the *Inter-Community Business Licence Bylaw* and that has also entered into this Agreement.

“Person” has the meaning given to it in the *Interpretation Act*, R.S.B.C. 1996, c. 238.

“Perpetual Business Licence” means a business licence that does not have an expiration date and where the licensee can continue service indefinitely.

“Premises” means a fixed or permanent location where the *Person* carries on a *Business* but does not include PO boxes or storage units.

“Principal Jurisdiction” means the *Participating Jurisdiction* that issues the *Inter-Community Business Licence*.

Process for Becoming a Participating Jurisdiction

1. In order to participate in the *Inter-Community Business Licence* scheme, the participant must:
 - a. be a jurisdiction located on Vancouver Island;
 - b. sign this Agreement by an authorized signatory of the jurisdiction; and
 - c. adopt a bylaw substantially in the form attached to this Agreement at Schedule B.
2. Once a jurisdiction becomes a *Participating Jurisdiction*, the *Participating Jurisdiction* must provide a copy of this Agreement (modified with their particulars added on the signatory page and in Schedule A), and a copy of its *Inter-Community Business Licence Bylaw* to the Province for circulating to all existing *Participating Jurisdictions*.

Amendments

3. Each *Participating Jurisdiction* agrees that the signatory pages and Schedule A to this Agreement may be modified to add a *Participating Jurisdiction* or remove a *Participating Jurisdiction* who has withdrawn, without the need for each existing signatory’s further approval to such amendment to this Agreement.
4. Amendments to this Agreement other than as described in section 4 must be agreed on in writing by each *Participating Jurisdiction*.

Administration

5. Each *Participating Jurisdiction* will commit to participating in discussions pertaining to *Inter-Community Business Licence* matters and agree to respond to any form of communication in a timely manner in accordance with the following terms:
 - a. *Participating Jurisdictions* will have up to 10 days to respond to staff delegated questions via email or phone call for their input on the *Inter-Community Business Licence* topics, and 30 days for items needing internal or council review to respond.
 - b. When voting on amendments to the *Inter-Community Business Licence Bylaw* prior to being brought to respective Councils, all *Participating Jurisdictions* will have 30 days to vote via email to the Province.
 - c. If a *Participating Jurisdiction's* contact(s) is unable to respond, they will be responsible for arranging a proxy vote. The *Participating Jurisdictions* further agree to the following:
 - i. If a *Participating Jurisdiction's* contact(s) is absent for an extended period of time, that *Participating Jurisdiction* will provide an alternative contact(s) who will attend *Inter-Community Business Licence* meetings.
 - ii. *Participating Jurisdictions* will bring those amendments that are agreed upon to Council in a timely manner and advise the Province (Small Business Branch contact) via email of Council's decision.
6. Each *Participating Jurisdiction* will post the *Inter-Community Business Licence Bylaw* on their website.
7. Each *Participating Jurisdiction* shall provide to all other *Participating Jurisdictions* standardized information regarding the *Inter-Community Business Licences* issued by way of updates in a shared database that is available to all *Participating Jurisdictions*, and each *Participating Jurisdiction* which issues an *Inter-Community Business Licence* will promptly update the shared database after the issuance of that licence.

Withdrawal

8. A *Participating Jurisdiction* may withdraw from the *Inter-Community Business Licence* scheme in accordance with the procedures in the *Inter-Community Business Licence Bylaw*.

Miscellaneous

9. Nothing contained or implied in this Agreement shall fetter in any way the discretion of the Council of the *Participating Jurisdictions*. Further, nothing contained or implied in this Agreement shall prejudice or affect the *Participating Jurisdictions'* rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the *Participating Jurisdictions'* discretion, and the rights, powers, duties and obligations under all public and private statutes, bylaws, orders and regulations, which may be, if each *Participating Jurisdiction* so elects, as fully and effectively exercised as if this Agreement had not been executed and delivered by the *Participating Jurisdictions*.
10. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument, notwithstanding that all of the *Participating Jurisdictions* are not signatories to the original or the same counterpart.

SIGNED AND DELIVERED on behalf of the *Participating Jurisdictions*, the Councils of each of which has, by bylaw, ratified this Agreement and authorized their signatories to sign on behalf of the respective Councils, on the dates indicated below.

Township of Esquimalt

BARBARA DESJARDINS
MAYOR

Signature

Date

Township of Esquimalt

DEBRA HOPKINS
CORPORATE OFFICER

Signature

Date

SCHEDULE A
Participating Jurisdictions

Name of Jurisdiction	Date of Adoption of Inter-Community Business Licence Bylaw
District of Central Saanich	
City of Colwood	
City of Duncan	
Township of Esquimalt	
Town of Ladysmith	
Town of Lake Cowichan	
City of Nanaimo	
Municipality of North Cowichan	
District of North Saanich	
City of Parksville	
Town of Sidney	
District of Sooke	
City of Victoria	
Town of View Royal	

