

THIS AGREEMENT made the ____ day of _____, 2020

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Rd.
Nanaimo, BC V9T 6N2

(herein called the "**Regional District**")

OF THE FIRST PART

AND:

SOURCES COMMUNITY RESOURCES SOCIETY
198 Morrison Ave
PO BOX 965
Parksville, BC V9P 2H1
(herein called the "**Society**")

OF THE SECOND PART

- A. WHEREAS the Regional District did, by Bylaw No. 1479, establish a service known as the "Crime Prevention and Community Justice Support Service", for the provision of assistance in relation to crime prevention and community justice services programs operating in the City of Parksville, the Town of Qualicum Beach, and Electoral Areas E, F, G and H;
- B. AND WHEREAS the Board has agreed to provide assistance in relation to crime prevention and community justice services programs operated by the Society; and
- C. AND WHEREAS the Society has agreed to accept the assistance on the terms and conditions contained in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the terms and conditions hereinafter contained the parties hereto covenant and agree each with the other as follows:

1.0 DEFINITIONS

1.1 In this Agreement the following terms have the following meanings:

- (a) "**Additional Grant**" means any amount provided by the Regional District to the Society pursuant to section 3.3 of this Agreement;
- (b) "**Basic Grant**" means \$65,000 (Sixty Five Thousand Dollars (CAD));
- (c) "**Board**" means the Board of the Regional District of Nanaimo;
- (d) "**Crime Prevention and Community Justice Support Service**" means the service created by the Regional District pursuant to Bylaw No. 1479;

- (e) "**Director of Finance**" means the Regional District officer or employee who has been designated as the Director of Finance;
- (f) "**Grants**" means the Basic Grant and any Additional Grants;
- (g) "**Oceanside Victim Services Program**" means the services listed in Schedule "A" to this Agreement.

2.0 TERM

- 2.1 Upon signing, the term of this Agreement is agreed to have commenced on **June 1, 2020** and will end on **March 31, 2021**, unless otherwise terminated under this Agreement (the "**Term**"). The Agreement may be renewed for further terms at the option of the Board.

3.0 GRANT

- 3.1 The Regional District shall provide to the Society, the Basic Grant on or about August 1 in each calendar year, unless the Basic Grant is to be prorated to reflect a shorter time frame for service than a full year, such as at the commencement or end of this Agreement.
- 3.2 At the request of the Regional District, the Society shall provide a brief presentation to an open meeting of one or both of the Board, a Board Committee designated by the Board, or both, outlining its activities and sources of funding for victim services in the previous year.
- 3.3 At the request of the Society, delivered in writing to the Regional District's Corporate Officer, the Regional District may in its absolute and sole discretion provide additional funds to the Society over and above the Basic Grant in any calendar year within the Term, for either the Oceanside Victim Services program, or an additional victim services program that falls within the mandate of the Crime Prevention and Community Justice Support Service.
- 3.4 If the Society does not fully expend any Grants the calendar year in which such funds are received, the Society shall return any such amounts to the Regional District within thirty (30) days of the end of the calendar year during which the Grants are received.

4.0 SOCIETY COVENANTS

- 4.1 The Society shall ensure that any and all Grants are used solely and exclusively for costs directly related to the operation, delivery and administration of the Oceanside Victim Services Program by the Society, or any other victim services programs approved by the Regional District in writing.
- 4.2 The Society shall at all times while this Agreement is in effect, maintain liability insurance with a minimum amount of \$10,000,000 (Ten Million Dollars (CDN)) coverage per occurrence, with the Regional District named as an additional insured.

- 4.3 The Society shall ensure that the insurance referred to in section 4.2 above contains a cross liability clause and a waiver of subrogation clause in favour of the Regional District and shall contain a clause requiring the insurer not to cancel or change the insurance without first giving the Regional District thirty (30) days' written notice.
- 4.4 As required by the Regional District from time to time, the Society shall provide the Regional District with a copy of all policies of insurance required under section 4.2 or if requested by the Regional District, a certificate of insurance signed by an authorized representative of the insurer as evidence of such coverage, accompanied by evidence satisfactory to the Regional District that the premiums in respect to that policy or policies have been paid.
- 4.5 The Society shall also throughout the Term, at its sole expense, maintain such insurance over vehicles (owned and non-owned) used in the provision of the Oceanside Victim Services Program or any other victim services programs provided pursuant to this Agreement, as is required under the *Insurance (Motor Vehicle) Act* of British Columbia, with liability limits of not less than \$2,000,000 (Two Million Dollars (CAD)).
- 4.6 The Society shall at all times strictly adhere to all legal, policy and confidentiality requirements of the Ministry of Public Safety & Solicitor General, and Oceanside RCMP, for the operation of the Oceanside Victim Services Program and delivery of victim services within the community, and shall comply with its societal objects.

5.0 ACCOUNTS

- 5.1 The Society shall, on or before July 1 in each calendar year, provide a financial statement of operating results to the Director of Finance, showing all sources of revenues and expenditures in accordance with generally accepted accounting practices for the Oceanside Victim Services Program and any other victim service program funded pursuant to this agreement in the previous fiscal year of the Society.
- 5.2 The Society shall maintain the books of account for the Oceanside Victim Services Program and any other victim services program funded pursuant to this agreement in a manner that details all revenues and expenditures for such programs in accordance with general accepted accounting practices. The Society shall furnish and make available such books of account for review by one or both of the Director of Finance or their designate, or the Officer in Charge, Oceanside RCMP Detachment or their designate, upon written request.

6.0 COMPLIANCE WITH LAWS

- 6.1 The Society is solely responsible for managing and directing their employees and/or volunteers and shall maintain compliance with WorkSafe BC regulations and all other legal and regulatory requirements relating to their staff and volunteers engaged in the delivery of the Oceanside Victim Services Program or any other victim services provided pursuant to this Agreement.
- 6.2 The Society shall ensure the Oceanside Victim Services Program or any other victim services provided pursuant to this Agreement are undertaken in accordance with all

federal, provincial and local government enactments and other legal requirements that apply.

7.0 REPRESENTATIONS AND WARRANTIES

7.1 The Society represents and warrants to the Regional District that:

- (a) the Society is incorporated as a society under the provisions of the *Societies Act (British Columbia)*;
- (b) the Society is in good standing;
- (c) the Society has the power and capacity to accept, execute and deliver, and to perform its obligations under this Agreement; and
- (d) to the best of the Society's knowledge and belief, the facts stated in every application for a Grant are true and correct.

8.0 RELATIONSHIP BETWEEN THE PARTIES

8.1 No provision of this Agreement shall be construed as creating a partnership or joint venture relationship, or a principal-agent relationship between the Regional District and the Society in relation to any matter under or arising out of this agreement, including the Oceanside Victim Services Program, or otherwise. The Oceanside Victim Services Program is not a service of the Regional District, and the Society does not undertake the Oceanside Victim Services Program as a contractor or otherwise as an agent, partner or joint venture for or on behalf of the Regional District. Nothing in this Agreement, and no actions taken by the Regional District in implementing or enforcing this Agreement, shall:

- (a) make the Regional District responsible in any way for the management, supervision, administration, operation or delivery of the Oceanside Victim Services Program or any other program or other activity of the Society;
- (b) give rise to any liability on the part of the Regional District, whether to the Society or to any other person, for any losses, damages, costs, or liabilities arising from or related to the Oceanside Victim Services Program or any other program or other activity of the Society; or
- (c) be interpreted as giving rise to a duty of care on the part of the Regional District to the Society, or to any other person, to investigate or to verify whether the Oceanside Victim Services Program is being undertaken in accordance with the requirements of this Agreement, or in accordance with all federal, provincial and local government enactments and other legal requirements that apply.

9.0 INDEMNITY

9.1 The Society shall indemnify and save harmless the Regional District, its employees, agents, officers, directors, and authorized representatives, and each of them, (collectively "the **Indemnified Parties**") from and against all losses, claims, damages, actions, causes

of action, costs, and expenses, of any kind that one or more of the Indemnified Parties may sustain, incur, suffer or be put to at any time, arising from acts, errors or omissions including negligent acts or breaches of law, contract or trust, committed by the Society or its employees, agents, contractors, officers or directors in relation to their activities including use of the Annual Grant for the purposes of the Oceanside Victim Services Program or use of any Additional Grant. This indemnity shall survive the termination of this Agreement.

10.0 NON-DEROGATION

10.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the Regional District in the exercise in its unfettered discretion of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered by the parties, and the interpretation and administration of this Agreement shall be subject to and consistent with statutory restrictions imposed on the Regional District under the *Local Government Act, Community Charter, Freedom of Information and Protection of Privacy Act and regulations under those statutes.*

11.0 NOTICE

11.1 It is hereby mutually agreed that any notice required to be given under this Agreement will be deemed to be sufficiently given:

- (a) if delivered by hand; or
- (b) if mailed from any government postal outlet in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the RDN:

Corporate Officer
Regional District of Nanaimo
6300 Hammond Bay Rd.
Nanaimo, BC V9T 6N2

if to the Oceanside Victim Services Program:

SOURCES COMMUNITY RESOURCES SOCIETY
198 Morrison Ave
PO BOX 965
Parksville, BC V9P 2H1

12.0 TIME

12.1 Time is of the essence of this Agreement.

13.0 BINDING EFFECT

13.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

14.0 WAIVER

14.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not effective unless delivery in writing to the other party and is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

15.0 TERMINATION

15.1 The Regional District may terminate this Agreement upon giving ninety (90) days' prior written notice to the Society should the Regional District or any successor to the Regional District provide an alternate victim services program within the jurisdiction of the City of Parksville, the Town of Qualicum and Electoral Areas E, F, G and H.

15.2 The Regional District may terminate this Agreement immediately, without notice to the Oceanside Victim Services Program or other party if the Society:

- (a) in the opinion of the Regional District, fails to perform any of the terms of its obligations or covenants of the Society under this Agreement and such failure shall continue beyond thirty (30) days from delivery by the Regional District to the Society of written notice specifying the failure and requiring remedy thereof;
- (b) makes an assignment in bankruptcy, becomes insolvent or is declared bankrupt;
- (c) fails to remain in good standing and such failure shall continue beyond thirty (30) days from delivery by the Regional District to the Society of written notice specifying the failure and requiring remedy thereof;
- (d) uses the Basic Grant or Additional Grant for a purpose other than the Oceanside Victim Services Program or another victim services program that has been approved in writing by the Regional District; or
- (e) violates any provision of this Agreement.

15.3 In the event that this Agreement is terminated, the Society shall furnish to the Regional District's Director of Finance or their designate, all books of account for the Oceanside Victim Services Program and any other victim services program provided pursuant to this Agreement which shall detail all revenues and expenditures for the current calendar year and previous calendar year of these programs up to the date of termination of this Agreement.

15.4 Within thirty (30) days from the date of termination of this Agreement, the Society shall return to the Regional District the balance of any Grants remaining for the Oceanside

Victim Services Program or any other victim services program provided pursuant to this Agreement.

16.0 LAW APPLICABLE

16.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

17.0 INTERPRETATION

17.1 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

18.0 AMENDMENT

18.1 This Agreement may not be modified or amended except by the written agreement of the parties.

19.0 COUNTERPART

19.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

Schedule A

Oceanside Victim Service Program

Provision of case workers to work directly with RCMP to provide support services, practical assistance, information and referrals to clients who have been victims of crime.

Key areas of responsibility:

Critical Incident Response

1. Respond to call out from police to:
 - o Provide initial incident defusing
 - o Provide critical incident stabilization
 - o Liaise between victim and emergency personnel
2. Respond to hospital call out
 - o Liaise between victim and hospital personnel
3. Identify and address immediate emotional, safety, and logistical victim needs
4. Provide information regarding the immediate and post incident impacts of crime and trauma
5. Provide information regarding next steps or actions to be undertaken by the police
6. Coordinate with appropriate parties
7. Provide response in accordance with contractor agency policies and procedures
8. Make referral to Community-based Victim Service Program if applicable.

Criminal Justice System - Information and Support

1. Provide information to victims about their rights under the Victims of Crime Act (VOCA)
2. Obtain, provide and/or arrange for victims to receive case specific information which they may request under sections 6 and 7 VOCA
3. Provide information about the criminal justice system process, and roles of key parties
4. Assist victims to engage with justice system personnel (e.g. police, Crown counsel)
5. Arrange, facilitate and/or accompany victims to meetings with criminal justice system personnel (eg. police, Crown counsel, corrections staff)
6. Support and prepare victims for the criminal court process, including:
 - o Review with victims whether they may require testimonial accommodations
 - o Initiate conversations with Crown counsel regarding victims' participation in the court process, including, if appropriate, exploration of testimonial accommodation
 - o Prepare victim for possible emotional responses to court proceedings and/or testifying
 - o Provide victim with court orientation by providing a courthouse tour, reviewing court room protocol, or providing public education materials. Note: Public education materials alone are generally not sufficient for court orientation unless they are the only option due to geography or workload.
7. Provide victims with information regarding options for travel expenses to court and assist with facilitating these processes and arrangements
8. Accompany victim to court and provide related emotional and practical assistance
9. Provide information about and assistance with Victim Impact Statements
10. Provide support to the victim upon conclusion of the case, ensuring victim is aware of and understands the outcome, and has access to necessary follow-up resources

including registration for victim notification where appropriate and referral to other community supports where needed.

Safety Planning

1. Upon initial contact with victim, assess, identify and address victim's immediate and emergency safety needs
2. Develop and continue to update safety plan with victim including coordination with community and criminal justice system partners where appropriate
3. Provide general safety and crime prevention information and referrals to community resources

Practical and Emotional Support

1. Provide emotional support to assist victims to cope with the impacts of crime and trauma.
2. Assist victim with the completion of forms (ie. Crime Victim Assistance Program application, Victim Impact Statement, victim notification registration).
 - o Assist victim with accessing transportation services including, but not limited to hospital, court, police, transition house, and/or shelters.
3. Assist victim with accessing shelter, financial assistance, and/or social services as required.
4. Provide or facilitate other types of practical support and assistance as appropriate

Information and Referral

1. Provide referral information about Ministry of Justice supports including:
 - o Victim services
 - o Victim Safety Unit
 - o Crime Victim Assistance Program
 - o Stopping the Violence Counselling
 - o Children Who Witness Abuse Counselling
 - o Outreach and Multicultural Outreach Services
2. Provide referral information regarding:
 - o Child Protection/MCFD
 - o Social services
 - o Health services
 - o Counselling services
 - o Housing services
 - o Mental health services
 - o Community resources
 - o Crime prevention
 - o Financial Benefits
 - o Attorney General services, including family justice counsellors
 - o Other resources as appropriate

Networking, Public Awareness and Education

The following activities are provided depending upon the needs of the community and the program client service requirements. These activities enhance service delivery to victims, reach out to potential victims and raise the profile of victim services within the community.

1. Host and/or participate in victim-related events

2. Provide public education and promote awareness regarding victims' issues inform other community services about services available to victims of crime
3. Develop and maintain a network with criminal justice system personnel including police, Crown counsel, court services, corrections, and sheriffs; and social service and other community agencies, including transition houses, hospitals, and family justice resources

Provision of Services in Family Court Related Matters

Although, Victim Service Workers are not expected to provide detailed information on family law and/or family court processes, clients who are victims of family and sexual violence may require support through family law related matters. The following are examples of services that might be provided in a family court context:

1. Providing emotional support to victims of crime in relation to family law issues/family court matters;
2. Helping to obtain family law related protection orders or obtaining copies of existing protection orders;
3. Helping to obtain information about the family court process;
4. Providing referral to family court related resources such as Legal Aid, Duty Counsel and Family Justice Counsellors;
5. Ensuring that safety plans are up to date and relevant to all settings including family court; and,
6. Providing information on peace bonds and protection orders.