

RECREATION SERVICES AGREEMENT

THIS AGREEMENT dated for reference the ____ day of _____, 2021 is

BETWEEN:

REGIONAL DISTRICT OF NANAIMO, a regional district incorporated pursuant to the *Local Government Act* (British Columbia) with offices at 6300 Hammond Bay Road, Nanaimo, BC, V9T 6N2

(the “**Regional District**”)

AND:

LIGHTHOUSE COMMUNITY CENTRE SOCIETY, a society incorporated pursuant to the *Societies Act* (British Columbia) with a mailing address of 240 Lions Way, Qualicum Beach BC, V9K 2E2

(the “**Society**”)

WHEREAS:

- A. The Regional District, by Northern Community Recreation Service Establishment Bylaw No. 861, 1992, as amended, established the Northern Community Recreation Service for the purpose of organizing and conducting recreational programming and to acquire, construct, manage, or otherwise provide property for pleasure, recreation, and similar public uses, including recreation and cultural facilities of all types;
- B. The Society was incorporated on June 18, 1984.
- C. Section 332(3) of the *Local Government Act* provides that a regional district service may be operated by another organization; and
- D. The Board wishes to engage the Society to provide the Services as set out in this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

Definitions and Interpretation

1. In this Agreement:

- (a) **“Agreement”** means this Agreement as from time to time supplemented or amended by one or more written agreements entered into pursuant to the applicable provisions of this Agreement together with all schedules;
- (b) **“Annual Report”** has the meaning provided in section 18 of this Agreement;
- (c) **“Assistance”** has the same meaning as in the *Community Charter*;
- (d) **“Board”** means the regional board of the Regional District of Nanaimo;
- (e) **“Claims and Expenses”** means all actions, causes of action, suits, judgments, proceedings, demands and claims, whether at law or in equity, losses, damages, expenses and costs (including actual legal fees and disbursements), of any kind or nature whatsoever, at law or in equity, for any damage, loss, injury, or death;
- (f) **“Community Charter”** means the *Community Charter*, SBC 2003, c 26, as amended or replaced from time to time;
- (g) **“Event of Default”** means an event described in section 30 of this Agreement;
- (h) **“Force Majeure”** means an act of God, act of Canada’s enemies, sabotage, war, blockades, insurrections, riots, epidemics but not including any claims, matters or consequences arising from the current epidemic relating to COVID 19 or any of its variants, lightning, earthquakes, floods, storms, fires, washouts, nuclear and radiation activity or fall out, arrests and restraints of rulers and people, civil disturbances, explosion, expropriation, or any act, omission or event whether of the kind enumerated in this definition or otherwise not within the control of a Party, which by the exercise of reasonable due diligence, the Party could not have prevented;
- (i) **“Local Government Act”** means the *Local Government Act*, RSBC 2015, c 1, as amended or replaced from time to time;
- (j) **“Service Area”** means Electoral Area ‘H’ within the Regional District of Nanaimo;
- (k) **“Proposed Budget”** has the meaning provided in section 10 of this Agreement;
- (l) **“Regional District”** means the Regional District of Nanaimo or any officer, director, employee, contractor, agent, delegate, or assignee designated by the Board to act on its behalf with respect to this Agreement or with respect to any rights or powers granted to the Regional District hereunder, but does not include the Society;
- (m) **“Regional District Parties”** means the Regional District, its elected directors, or its officers, employees, representatives, agents, successors, and assigns;

- (n) “**Review Engagement Statement**” has the meaning provide in section 19 of this Agreement;
- (o) “**Services**” means the recreation services set out in the recreation services plan attached as Schedule “A”;
- (p) “**Term**” has the meaning provided in section 3 of this Agreement.

2. In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders, or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
- (f) the provisions of section 25 of the *Interpretation Act*, RSBC 1996, c, 238, with respect to the calculation of time apply;
- (g) all provisions are to be interpreted as always speaking;
- (h) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators, and receivers. Wherever the context so requires, reference to a “party” also includes agents, officers, and invitees of the party;
- (i) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided;
- (j) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and

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

Term

3. The term of this Agreement is for thirty-three (33) months beginning on April 1, 2021 and ending on December 31, 2023, unless terminated earlier in accordance with this Agreement (the “**Term**”).
4. The Agreement may be renewed for an additional three (3) year term at the request of the Society, but such request may be refused for any reason by the Regional District.
5. The Society shall give written notice to the Regional District of its interest in renewing this Agreement for an additional three (3) year term no less than ninety (90) days prior to the end of the Term.

The Services

6. The Society shall provide the Services to the Service Area in accordance with the terms of this Agreement.
7. The Society covenants and agrees that it shall, at all times during the currency of this Agreement:
 - (a) perform promptly and safely all of the Services, and its functions and obligations, under this Agreement and perform promptly and safely all of its obligations under every other agreement between the Society and any other party in respect of the Services;
 - (b) be just and faithful in the performance of its functions and obligations under this Agreement and in its dealings with the Regional District under this Agreement and other agreements entered into between the Society and the Regional District or any other person in respect of the Services. Without limiting the generality of the foregoing, the Society shall make full, frank, and immediate disclosure to the Regional District of all matters coming to the attention of the Society or any of its officers, directors, employees, agents, servants, or consultants in relation to the Services under this Agreement;
 - (c) perform its functions and obligations itself or through such reputable and competent agents or independent contractors as it may engage from time to time;
 - (d) perform its functions and obligations under this Agreement and exercise all of its rights in respect of the Services, in a lawful and orderly manner in full compliance with all

applicable federal, provincial, municipal, and other laws, bylaws (including bylaws of the Regional District), regulations, and statutes;

- (e) not assign any of its rights or obligations under this Agreement to any other person or entity or otherwise contract with an independent contractor to perform, carry out, or undertake any of the Services without the prior written consent of the Regional District; and,
 - (f) perform the Services in accordance with any operational guidelines as may be established from time to time by the Regional District.
8. Any assets, including, without limiting the foregoing, any intellectual property, purchased with the funding provided by the Regional District will:
- (a) remain the property of the Regional District free and clear of any claim by the Society;
 - (b) must not be mortgaged, charged, pledged, hypothecated, or otherwise posted as security by the Society for any purposes;
 - (c) be kept in good working order by the Society and secured from damage or theft;
 - (d) be listed in a separate ‘Schedule B’ that will form part of this Agreement, which Schedule “B” shall be updated by February 15 of each calendar year and provided by that date to the Regional District’s Manager, Recreation Services; and,
 - (e) be returned to the Regional District, along with any other Regional District property at the conclusion of the Term.
9. In the event that a member of the public, a participant in a program provided by the Society or an officer, director, employee, agent, volunteer of the Society is injured as a result of any action of the Society or while on Regional District property, the Society shall, no later than 2 days after the occurrence of any such event, notify the Regional District of the particulars of injury and the identity of the party injured in an “Injury Report Form” set out as Schedule “C” to this Agreement.

Budgeting and Reporting Obligations

10. The Society shall provide to the Regional District by September 15 of each calendar year of the Term a report containing at minimum:
- (a) a detailed proposed budget for the following calendar year showing the revenues and expenditures projected for the Services (the “**Proposed Budget**”);

- (b) a statement of the goals and objectives for the Services for the following calendar year, including a description of program content,
 - (c) a brief written narrative providing an update on the current year's workplan highlighting any significant Services program changes, deletions, and additions from the current calendar year in relation to specific line items in the budget under section 10(a); and,
 - (d) a description of any other significant issues pertaining to the Services.
11. Without limiting the foregoing, the Proposed Budget shall:
- (a) be prepared by the Society in accordance with General Accepted Accounting Principles;
 - (b) contain details as to the funds anticipated to be required by the Society for the upcoming calendar year for the Services, including those expenses both of a capital and operating nature; and,
 - (c) be presented to the Regional District's Director of Finance, who shall review the budget and either approve it or return it for amendment by the Society;
12. If the Proposed Budget is returned for amendments under section 11(c), the Society shall return the Proposed Budget as amended to the Regional District's Manager of Recreation Services for its approval on or before the day specified by the Director of Finance.
13. If the Society incurs a deficit or surplus in any calendar year during the Term, such deficit or surplus shall be carried forward and applied to the following year's budget in accordance with the accounting rules established for Regional Districts in the Province of British Columbia.
14. The Society acknowledges and agrees that the Regional District is under no obligation to fund a deficit incurred during the Term. Without limiting the foregoing, the Society may include a request for funding a deficit in the Proposed Budget for consideration for approval in accordance with the terms of this Agreement.
15. The Society shall not expend, contract for, or otherwise commit the Society to any expenditure in any calendar year except one that has first been approved in accordance with sections 11 and 12 above.
16. The Society shall keep its books of account in such manner and provide such detail as may be required from time to time by the Regional District's Director of Finance or their designate.
17. Without limiting the foregoing, the Society shall:

- (a) keep all operating revenues and expenditures related to this Agreement separate from those of other activities not related to the provision of the Services under this Agreement, that may be undertaken by the Society from time to time; and,
 - (b) account for all funds provided under this Agreement from any other funds of the Society.
18. The Society shall provide to the Regional District by February 15 of each calendar year of the Term a report (the “**Annual Report**”) containing:
- (a) a preliminary summary of operating results for the Services showing revenues and expenditures between January 1 and December 31 of the previous calendar year;
 - (b) at the discretion of the Regional District a quote for the Review Engagement Statement required under section 19;
 - (c) a summary of Services programs held between January 1 and December 31 of the previous calendar year showing registration statistics and number of sessions held;
 - (d) a brief narrative summary reviewing the goals, objectives, and results achieved for the previous calendar year for the Services; and
 - (e) a brief narrative summary reviewing the challenges encountered, Services program cancellations, and any other significant issues addressed over the previous calendar year.
19. At the discretion of the Regional District the Society shall have prepared by a Certified Professional Accountant qualified to practice publicly in the British Columbia, a review engagement statement of its accounts containing particulars of assets and liabilities, and a statement of revenue and expenditures for the year, including the funds provided under this Agreement (the “**Review Engagement Statement**”). All Review Engagement Statements shall be submitted to the Regional District’s Manager of Recreation Services upon completion.
20. Without limiting the foregoing, the Regional District’s auditors shall have access to and may rely upon the Review Engagement Statements prepared under section 19. The Regional District’s auditors shall also have access to the working papers of the Society’s accountant for the Regional District’s year-end audit.
21. At any time, the Regional District may give to the Society written notice that it desires its representatives to examine the books of account of the Society, and the Society shall produce for examination to such representative within ten days after receipt of such notice, its books of account, and the said representative shall have a right of access to all records, documents, books, accounts, and vouchers of the Society and shall be entitled to require

from the directors and officers of the Society such information and explanations as, in their opinion, may be necessary to enable Regional District staff to report to the Board on the financial position of the Society.

22. The Society shall provide, within one week of filing, a copy of its annual report prepared pursuant to the *Societies Act* to the Regional District's Manager of Recreation Services.
23. The Society acknowledges and agrees it is solely its responsibility to determine whether it is required to be registered for GST purposes. The amount of funding provided in this Agreement is inclusive of any GST that may be payable by the Society. Without limiting the foregoing, the Society may make not claim for payment of any GST to the Regional District and any liability for GST required to be paid in respect of this Agreement, shall be the responsibility of the Society.

Payment for Services

24. The Regional District shall pay the Society for performing the Services in accordance with the following (the "**Annual Payment**"):
 - a) For the first year of the term, two equal installments of \$22,500.00 will be paid on or before April 15th, 2021 and July 10th, 2021. The total annual payment will be \$45,000.00.
 - b) For the second year of the term, two equal installments of \$23,625 will be paid on or before January 10th and July 10th. The total annual payment will be \$47,250.00

This amount will be adjusted by the change in the Consumer Price Index (CPI) for Vancouver Island (Victoria) for the previous year as of November 30, 2021.

- c) For the third year of the term, two equal installments of \$24,806 on or before January 10th and July 10th. The total annual payment will be \$49,613.

This amount will be adjusted by the change in the Consumer Price Index (CPI) for Vancouver Island (Victoria) for the previous year as of November 30, 2022.

25. The Society shall administer the Annual Payment in accordance with the budget approved by the Regional District under section 10 and 11 of this Agreement.
26. In addition to the Annual Payment, the Regional District shall pay the cost to the Society of having the Review Engagement Statement prepared as required under section 19.

Regional District Liaison

27. During the Term, a Regional District liaison, to be designated by the Regional District, shall be entitled to attend all meetings of the board of directors of the Society as a non-voting

participant.

Remedial Action

28. If the Society fails to do anything required of the Society under this Agreement, the Regional District may fulfill or complete such thing or action at the sole cost of the Society such cost to include all Claims and Expenses.

Termination and Default

29. The Regional District may terminate this Agreement for any reason upon giving ninety (90) days' written notice to the Society.

30. The occurrence of any of the following events shall be an Event of Default by the Society under this Agreement:

(a) subject only to Force Majeure, the failure of the Society to perform or observe any of its covenants or agreements in this Agreement, if such failure is not cured within fourteen (14) days of written notice from the Regional District to the Society specifying such failure; or

(b) the Society:

(i) fails to notify the Regional District of an injury occurring in relation to the performance of the Services as set out in section 9 of this Agreement;

(ii) fails to file its annual report or annual audited financial statement pursuant to the requirements of the *Societies Act*;

(iii) fails to maintain its status as a society in good standing under the *Societies Act*;

(iv) becomes insolvent;

(v) commits an act of bankruptcy;

(vi) makes a general assignment for the benefit of its creditors;

(vii) acknowledges its insolvency; or,

(viii) a statutory trustee, provincial agent, receiver or receiver-manager is appointed in respect of any property or asset of a Party and is not discharged within fourteen (14) days.

31. Upon the occurrence of an Event of Default, the Regional District may:

- (a) pursue any remedy available in law or in equity, the Society acknowledging that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for an Event of Default;
- (b) take all actions in its own name or in the name of the Society as may reasonably be required by the Regional District to cure the default, and all payments, costs, damages, and expenses incurred by the Regional District shall be payable by the Society to the Regional District on demand; or,
- (c) waive the default, provided that any waiver of a particular Event of Default shall only be effective if it is in writing, signed by the Regional District, shall not operate as a waiver of any subsequent or continuing Event of Default, and shall not be binding upon, or limit the remedies available to the Regional District with respect to any other Events of Default if it has not signed such waiver with respect to such Events of Default;

provided that the rights and procedures set forth in this section 30 shall be concurrent with and in addition to and without prejudice to any other rights or remedies at law or in equity which a party may have in respect of an Event of Default.

32. The Society may terminate this Agreement upon twelve (12) months' written notice to the Regional District.

Insurance and Indemnification

33. Without limiting the Society's obligations and liabilities under this Agreement, the Society shall obtain, at its own expense, and keep in force a policy of comprehensive general liability insurance, including, without limitation, non-owned automobile insurance, tenant fire, and legal liability insurance, providing coverage against claims for personal injury, death, property damage, or loss arising out of or connected with the activities of the Society under this Agreement, providing for the minimum combined single limit of not less than \$3,000,000.00 for each occurrence or such amount as the Regional District may require from time to time. This policy shall include a cross-liability clause and a waiver of subrogation in favour of the Regional District.
34. The Society shall purchase property insurance on a replacement cost basis for all property listed in Schedule "B".
35. Without limiting the foregoing, all insurance required by this Agreement shall be placed with reputable insurers upon terms and in amounts, as to deductibles and otherwise, satisfactory to the Regional District acting reasonably from time to time. The cost of premiums and deductibles for each and every such policy shall be paid by the Society. The Society shall obtain from the insurers under such policies, undertakings to notify the Regional District in writing at least thirty (30) days prior to any cancellation or amendment

thereof. The Society shall provide the Regional District with copies of all policies, or certificates of such insurance policies in lieu thereof as described herein and each renewal and replacement thereof and each endorsement thereto. The Society shall deliver to the Regional District notice of the continuation of such policies not less than ten (10) days prior to their respective expiry dates.

36. The Society hereby agrees to release, indemnify, and save harmless the Regional District Parties from and against all Claims and Expenses arising out of or in connection with or related to:

- (a) this Agreement;
- (b) the provision of the Services;
- (c) the Regional District exercising its remedial powers under section 28;
- (d) the breach by the Society of any term of this Agreement; and,
- (e) the Society's contravention of any law, enactment, or regulation of a federal, provincial, or local government,

except to the extent that the Claims and Expenses result from the negligent or wrongful acts of the Regional District Parties.

37. The indemnification contained in section 36 shall survive the expiry or earlier termination of this Agreement.

Dispute Resolution

38. The parties agree that they shall:

- (a) make bona fide efforts to resolve any disputes arising between them by amicable negotiations; and
- (b) provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate the negotiations under section 38(a).

39. If a dispute cannot be settled within sixty (60) days of negotiations beginning under section 38, the parties shall refer the matter to arbitration by a single arbitrator mutually agreed upon by the parties. If the parties cannot agree on an arbitrator, the dispute shall be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act* (British Columbia). The cost of arbitration shall be borne equally by the parties.

Miscellaneous

40. The Regional District and the Society disclaim any intention to create a partnership or joint venture, and nothing contained in this Agreement shall be construed to constitute the Regional District or the Society a partner or joint venturer of the other. The parties acknowledge and agree that the Society shall act as an agent of the Regional District with respect to this Agreement and the Services; however, the Society's authority to act as an agent of the Regional District shall be strictly limited to the terms of this Agreement. Subject only to terms of this Agreement, neither the Regional District nor the Society shall have, or represent that it has the authority or power to act for or to undertake or create any obligations or responsibilities, express or implied, on behalf of, or in the name of the other.
41. The Regional District may provide Assistance to the Society as and when it considers it appropriate to do so and subject to a notice of Assistance published as required under the *Local Government Act*, in connection with any activity of the Society under this Agreement or otherwise in connection with the Services, including, without limitation, any one or more of the following:
- (a) grants or other benefits to the Society; or,
 - (b) any other benefit or advantage that the Regional District considers appropriate.
42. Each party represents and warrants to the other as follows:
- (a) it has the power and capacity to enter into this Agreement;
 - (b) it is not in default under the laws of British Columbia or Canada applicable therein;
 - (c) this Agreement is valid and binding on it in accordance with its terms; and,
 - (d) the performance of its obligations under this Agreement does not breach the terms of any other agreement or obligation to which it is a party.
43. Any notice permitted or required by this Agreement to be given to either party must be delivered in writing to that party at the address set out above, or to any other address provided by the party to the other party under this section. If a party changes its address or facsimile number, or both, it must immediately give notice of its new address or facsimile number, or both, to the other party as provided in this section. Any notice that is delivered is considered to have been given on the next business day after it is dispatched for delivery if sent by mail and on the day of delivery if delivered by hand. Any notice that is sent by facsimile transmission is considered to have been given on the day it is sent if that day is a business day, and if that day is not a business day it is considered to have been given on the next business day after the date it is sent.

44. Except as expressly set out in this Agreement, nothing in this Agreement shall prejudice or affect the rights and powers of the Regional District in the exercise of its powers, duties, or functions under the *Local Government Act* or any of its bylaws.
45. In the event of a conflict between the terms of this Agreement and the provisions of a Regional District bylaw applicable to the Services, the bylaw shall prevail.
46. Time is to be the essence of this Agreement.
47. This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.
48. All rights and remedies of either party under this Agreement are cumulative and are in addition to, and do not exclude or limit, any other right or remedy of either party, at law or in equity, against the other. All rights and remedies may be exercised concurrently.
49. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
50. This Agreement may not be modified or amended except by the written agreement of the parties.
51. This Agreement contains the entire agreement and understanding of the parties with respect to the matters contemplated by this Agreement and supersedes all prior and contemporaneous agreements between them with respect to such matters.
52. All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.
53. Each party shall promptly notify the other party of any matter which is likely to continue or give rise to a violation of its obligations under this Agreement.
54. Each article of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.
55. 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.

56. Each party shall perform all such other acts and things and execute all such other documents as are necessary or desirable in the reasonable opinion of the other to evidence or carry out the terms or intent of this Agreement.

57. The Society acknowledges and agrees that:

- (a) the Regional District is subject to the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c 165 and that this Agreement and the information it contains, and any information supplied by the Society to the Regional District in connection with this Agreement, is not implicitly confidential for the purposes of that enactment; and
- (b) this Agreement, and the information it contains, may be the subject of an access to information request made to the Regional District under the *Freedom of Information and Protection of Privacy Act* and that the Regional District may be obliged by that enactment to disclose all or part of this Agreement and the information it contains and all or part of any information of the Society supplied to the Regional District in connection with this Agreement, whether or not the Society has expressly stipulated that the information in question is confidential for the purposes of that enactment.

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

Date:

REGIONAL DISTRICT OF NANAIMO, by)
its authorized signatories:)
)
)
_____)
Name:)
)
_____)
Name:)

Date:

LIGHTHOUSE COMMUNITY CENTRE)
SOCIETY, by its authorized signatories:)
)
)
_____)
Name:)
)
_____)
Name:)

SCHEDULE “A” – SERVICES

Overview:

The Lighthouse Community Center Society (Society) as part of this Agreement, will offer a wide variety of structured and unstructured recreation programs and/or special events, and other related recreation services throughout the year in Electoral Area H (the “Services”).

Description of Services:

1. The Society will provide:
 - a) the Services described and specified in the three (3) year work plan set out below; and,
 - b) an annual workplan update as a part of the reporting noted in section 10 (c) of this Agreement.
2. The three (3) year workplan may be modified and updated by the parties from time to time as deemed necessary and with the agreement of both parties.
3. The Society will:
 - a) implement activities and recreational services deemed appropriate by the Society board and adhering to the Society constitution;
 - b) ensure that the programs and recreational activities will take place in a variety of community venues in Area H;
 - c) promote and foster community spirit through programming and community collaboration and resource sharing with other Area H organizations.;
 - d) seeking out and apply for funding for the purpose of enhancing the provision of recreation services for Area H; and,
 - e) maintain statistical data including program evaluation, program usage, and services offered.

Area H – 3-year timeline workplan- supplied by LCCS

LCCS Recreation Objectives

- Ensure the opportunity for a variety of safe, accessible, and inclusive, recreational and culture activities in the region.
- Establish new programs, events, or special events.
- Support community events.

Year 1

Program Development

- Continue building and distributing Area H recreation survey.
- Identify/list parks, open spaces, trails, and facilities within Area H that could present programming opportunities.
- Create a community engagement platform. Identify community needs/values/wants.
- Identify and communicate with community partners. Groups, businesses, schools, etc.
- Attend board meetings and help with Area H recreation/cultural organizations.
- Establish a minimum of 1- 3 new programs, events, or special events - possible emphasis on outdoor programming.
- Respond to community needs and public inquiries and compile relevant data.
- identify community events that could be supported/expanded.
- Promote present programs including: Pickleball, Badminton, Coffee Concerts, Community Talks, Second Sunday Market and Pancake Breakfast, Carpet Bowling, Spinners.
- Identify program areas and activities requiring volunteer assistance.

Marketing/Communication

- Update website.
- Establish online media presence including social media platforms.
- Publish an online newsletter.
- Establish print presence.

Community Partnerships

- Liaise with Bowser Elementary School.
- Liaise with municipal, regional, and provincial governments.
- Liaise with Qualicum First Nations.

Year 2

- Establish volunteer database.
- Develop user survey to distribute through existing programs to collect statistical info.
- Explore/establish streamlined guide for perspective event holders. (i.e.: Land usage permits/ contacts/)
- Establish new programs, events, or special events.
- Grant writing.

Year 3

- Develop recreation and cultural best practices-based policies and procedures guide.

Ongoing:

- Communications/ Marketing
 - Program Development
 - Community Partnerships
-

DRAFT

SCHEDULE "B" – REGIONAL DISTRICT PROPERTY INVENTORY

Not necessary for the initial year of the contract but will be completed as equipment is purchased with funds provided by way of this Agreement

Asset	Year Purchased		Original Value	Current Value

DRAFT

SCHEDULE “C” – Injury Report Form

This form is to be completed by a representative of LCC in the event that a member of the public, participant in a program provided by the LCC Society OR an officer, director, employee, agent, volunteer of the Society is injured as a result of any action of the Society or while on Regional District property.

Name of Individual injured: _____

Address: _____ Postal Code: _____

Telephone: _____ Age: _____ years old

Date of injury: (m) _____ (d) _____ (y) _____ Time: _____ (circle) am/pm

Specific location of injury occurred: _____

Specific event, activity, program that the injury happened during: _____

Detailed description of injury(ies) - i.e. location on body (right / left), size of wound / injury (length / depth), swelling, bruising, loose teeth, concussion, etc.

Detailed description of how the injury happened:

(If necessary, please provide additional paperwork to fully and accurately detail information)

Employee/Contractor/Volunteer responding: _____

Signature of LCC Executive Board Member: _____

Date: _____

Submit completed form to the RDN at recparks@rdn.bc.ca within 2 days of the injury occurring.