

THIS AGREEMENT made the day of , 2021

BETWEEN:

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

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

OF THE FIRST PART

AND:

NANAIMO REGION JOHN HOWARD SOCIETY
2353 Rosstown Road
Nanaimo, BC
V9T 3R6

(herein called the "**Society**")

OF THE SECOND PART

- A. WHEREAS the District did, by Bylaw No. 1490.01, establish a service known as the Southern Community Restorative Justice and Victim Services Support Service, to provide financial assistance in relation to restorative justice and victim services programs operating in School District 68 and carrying out program services in Electoral Areas A, B and C;
- B. AND WHEREAS Section 176(1)(a)(i) of the *Local Government Act* provides that the Board may make agreements for the operation of services;
- C. AND WHEREAS the Regional Board has approved an annual grant for operating purposes to further assist the Nanaimo Region John Howard Society;

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:

INTERPRETATION

In this Agreement the following terms have the following meanings:

"Board" means the Board of the Regional District of Nanaimo.

"Year End" means the calendar year ending December 31st.

"Grant" means \$5,000 (Five Thousand Dollars (CAD)).

TERM

- 1. The Term of this Agreement will commence on **January 1, 2021** and end on **December 31, 2025**, unless otherwise earlier terminated under this Agreement.

2. The Agreement may be renewed for further terms at the discretion of the Board.

ANNUAL GRANT

3. The District shall provide to the Society, an annual operating Grant in the amount of \$5,000 on or about August 1 in each calendar year, unless the 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.
4. The grant may be used for any reasonable purpose directly related to the activities of the Society.
5. At the request of the District, the Society shall provide a brief presentation to an open meeting of one or both of the Board and a Board Committee outlining its activities and sources of funding for the Restorative Justice Program in the previous year.
6. If the Society does not fully expend the Grant in the calendar year in which such funds are received, the Society shall return any such amounts to the District within thirty (30) days of the end of the calendar year during which the Grant is received.

SOCIETY COVENANTS

7. The Society shall ensure that the Grant is used solely and exclusively for costs directly related to the delivery and administration of the Restorative Justice Program provided by the Society, or any other justice services approved by the District in writing.
8. The Society shall at all times while this Agreement is in effect, maintain liability insurance with a minimum amount of \$2,000,000 (Two Million Dollars (CDN)) coverage per occurrence, with the District named as an additional co-insured.
9. As required by the District from time to time, the Society shall provide the District with a copy of all policies of insurance required under section 7 or if requested by the District, a certificate of insurance signed by an authorized representative of the insurer as evidence of such coverage, accompanied by evidence satisfactory to the District that the premiums in respect to that policy or policies have been paid.
10. 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 Restorative Justice Program or any other justice services 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)).
11. The Society shall at all times strictly adhere to all legal, policy and confidentiality requirements of the Ministry of Public Safety & Solicitor General, and Nanaimo RCMP, for the operation of the Restorative Justice Program and delivery of justice services within the community, and shall comply with its societal objects.

ACCOUNTS

12. The Society shall, on or before July 1 in each calendar year, provide a statement of operating results to the Director of Finance, showing all sources of revenues and expenses for the Society in their previous fiscal year.
13. The books of account of the Society shall be kept in a manner that details all income and expenditures for such programs as is normally required under general 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, upon written request.

COMPLIANCE WITH LAWS

14. 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 Restorative Justice Program or any other justice services provided pursuant to this Agreement.
15. The Society shall ensure the Restorative Justice Program or any other justice services provided pursuant to this Agreement are undertaken in accordance with all federal, provincial and local government enactments and other legal requirements that apply.

REPRESENTATIONS AND WARRANTIES

16. The Society represents and warrants to the 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.

RELATIONSHIP BETWEEN THE PARTIES

17. No provision of this Agreement shall be construed as creating a partnership or joint venture relationship, or a principal-agent relationship between the District and the Society in relation to any matter under or arising out of this agreement, including the Restorative Justice Program, or otherwise. The Restorative Justice Program is not a service of the District, and the Society does not undertake the Restorative Justice Program as a contractor or otherwise as an agent, partner or joint venture for or on behalf of the District. Nothing in this Agreement, and no actions taken by the District in implementing or enforcing this Agreement, shall:
 - a. make the District responsible in any way for the management, supervision, administration, operation or delivery of the Restorative Justice Program or any other program or other activity of the Society;
 - b. give rise to any liability on the part of the District, whether to the Society or to any other person, for any losses, damages, costs, or liabilities arising from or related to the Restorative Justice 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 District to the Society, or to any other person, to investigate or to verify whether the Restorative Justice 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.

INDEMNITY

18. The Society shall indemnify and save harmless the 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 Grant for the purposes of the Restorative Justice Program. This indemnity shall survive the termination of this Agreement.

NON-DEROGATION

19. Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the 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 District under the *Local Government Act, Community Charter, Freedom of Information and Protection of Privacy Act and regulations under those statutes*.

NOTICE

20. 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 District:

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

if to the Society:

Nanaimo Region John Howard Society
2353 Rosstown Road
Nanaimo, BC
V9T 3R6

TIME

21. Time is of the essence of this Agreement.

BINDING EFFECT

22. 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.

WAIVER

23. 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.

TERMINATION

24. The District may terminate this Agreement upon giving ninety (90) days prior written notice to the Society should the District or any successor to the District provide alternate Restorative Justice Programs within School District 68.
25. The District may terminate this agreement immediately without notice to the Society or other party should:
- a. the Society, in the opinion of the District, fail to perform any of the terms of its obligations or covenants of the Society hereunder and such failure shall continue beyond thirty (30) days from delivery by the District to the Society of written notice specifying the failure and requiring remedy thereof;
 - b. the Society makes an assignment in bankruptcy or is declared bankrupt;
 - c. fails to remain in good standing and such failure shall continue beyond thirty (30) days from delivery by the District to the Society of written notice specifying the failure and requiring remedy thereof;
 - d. uses the Grant for a purpose other than the Restorative Justice Program or another justice services that has been approved in writing by the District; or
 - e. violates any provision of this Agreement.
26. In the event that this Agreement is terminated, the Society shall furnish to the District's Director of Finance or their designate, all books of account for the Restorative Justice Program and any other justice services 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.
27. Within thirty (30) days from the date of termination of this Agreement, the Society shall return to the District the balance of the Grant remaining for the Restorative Justice Program or any other justice services provided pursuant to this Agreement.

LAW APPLICABLE

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

INTERPRETATION

29. 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.

AMENDMENT

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

COUNTERPART

31. 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.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

REGIONAL DISTRICT OF NANAIMO

by its authorized signatories:

NANAIMO REGION JOHN HOWARD SOCIETY

by its authorized signatories:
