

THIS AGREEMENT made the ____ day of _____, 2018

BETWEEN:

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

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

OF THE FIRST PART

AND:

DISTRICT 69 FAMILY RESOURCE ASSOCIATION
198 Morrison Ave.
PO BOX 965
Parksville, BC V9P 2H1

(herein called the "**Association**")

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 Association; and
- C. AND WHEREAS the Association 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 Association 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 RCMP Victim Service 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 **September 1, 2017** and will end on **March 31, 2020**, 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 Association, 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 Association 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 victim services in the previous year.
- 3.3 Upon the request of the Association, the Regional District may in its absolute and sole discretion provide additional funds to the Association over and above the Basic Grant in any year within the Term, for either the Oceanside RCMP 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 Association does not fully expend any Grants the year in which such funds are received, the Association shall return any such amounts to the Regional District.

4.0 ASSOCIATION COVENANTS

- 4.1 The Association shall ensure that any and all Grants are used solely and exclusively for costs directly related to the delivery and administration of the Oceanside RCMP Victim Services Program by the Association, or any other victim services programs approved by the Regional District in writing.
- 4.2 The Association 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 co-insured.
- 4.3 The Association 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 Association 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 Association 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 RCMP 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 Association 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 RCMP Victim Services Program and delivery of victim services within the community.

5.0 ACCOUNTS

- 5.1 The Association 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 Oceanside RCMP Victim Services Program and any other victim service program funded pursuant to this agreement in the previous fiscal year.
- 5.2 The Association shall maintain the books of account for the Oceanside RCMP Victim Services Program and any other victim services program funded pursuant to this agreement in a manner that details all income and expenditures for such programs as is normally required under general accounting practices. The Association 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 Association 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 RCMP Victim Services Program or any other victim services provided pursuant to this Agreement.
- 6.2 The Association shall ensure the Oceanside RCMP Victim Services Program or any other victim services provided pursuant to this Agreement are undertaken in accordance with all statutory and other legal requirements that may apply.

7.0 REPRESENTATIONS AND WARRANTIES

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

- (a) the Association is incorporated as a society under the provisions of the *Societies Act (British Columbia)*;
- (b) the Association has the power and capacity to accept, execute and deliver, and to perform its obligations under this Agreement; and
- (c) to the best of the Association's knowledge and belief, the facts stated in the Application 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 Association in relation to the Oceanside RCMP Victim Services Program, or otherwise. The Oceanside RCMP Victim Services Program is not a service of the Regional District, and the Association does not undertake the Oceanside RCMP Victim Services Program as a contractor 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, operation or delivery of the Oceanside RCMP Victim Services Program;
- (b) give rise to any liability on the part of the Regional District, whether to the Association or to any other person, for any losses, damages, costs, or liabilities arising from or related to the Oceanside RCMP Victim Services Program; or
- (c) be interpreted as giving rise to a duty of care on the part of the Regional District to the Association, or to any other person, to investigate or to verify whether the Oceanside RCMP Victim Services Program is being undertaken in accordance with the requirements of this Agreement, or in accordance with any statutory or legal requirements that may apply.

9.0 INDEMNITY

9.1 The Association 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 Regional District and 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 Association or its employees, agents, officers or directors in relation to their use of the Annual Grant for the purposes of the Oceanside RCMP Victim Services Program. 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 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 of this Agreement shall be subject to and consistent with statutory restrictions imposed on the Regional District under the *Local Government Act* and *Community Charter*.

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 RCMP Victim Services Program:

District 69 Family Resource Association
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 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 written notice to the Association should the Regional District or any successor to the Regional District provide alternate victim services program services within School District 69.

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

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

15.3 In the event that this Agreement is terminated, the Association shall furnish to the Regional District's Director of Finance or their designate, all books of account for the Oceanside RCMP Victim Services Program and any other victim services program provided pursuant to this Agreement which shall detail all income and expenditures for the current year of the 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 Association shall return the balance of any Grants remaining for the Oceanside RCMP 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.

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:)
)
)
_____)
Chairperson)
)

_____)
Corporate Officer)
Regional District of Nanaimo)

District 69 Family Resource)
Association by its authorized)
signatory:)
)
)
_____)
Deborah Joyce)
Chief Executive Officer)

Schedule A

Oceanside RCMP 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:

- 1) Conducting client intake
- 2) Providing information regarding victim services role and services offered
- 3) Assisting clients to complete intake forms
- 4) Maintaining client and program confidentiality
- 5) Providing emotional support to clients who have been victims of crime
- 6) Assessing client need for other services and providing information on organizations and other services such as service agencies, counsellors, legal aid lawyers, physicians, mental health services, etc.
- 7) Recommending appropriate services to clients
- 8) Providing crisis response and intervention as necessary
- 9) Supporting client interests and rights by performing duties such as liaising for clients with police and Crown Counsel, obtaining information about client case status and hearing dates
- 10) Providing information on police, legal and medical systems in general and specific to client cases.
- 11) Providing information on crime prevention to clients to avoid re-victimization
- 12) Providing supportive court services such as explaining court processes and trial procedures and providing court orientation and information on court preparation
- 13) Providing accompaniment and/or transportation such as to court, police and medical appointments
- 14) Assisting clients in completing legal forms such as Criminal Injury Compensation Applications and Victim Impact Statements
- 15) Participating in public education to raise awareness of physical or sexual assault and/or abuse
- 16) Consulting and liaising with community service agencies to maintain up-to-date information on available resources and develop community relations
- 17) Maintaining and providing statistics and reports regarding service delivery as required
- 18) Working collaboratively with RCMP members, volunteers and other associated professionals on victim services.