



FINANCE AND ADMINISTRATION COMMITTEE MEETING

April 7, 2014 at 7:30 pm
Location: Council Chambers
2205 Otter Point Road, Sooke, BC

AGENDA

	<i>Page #</i>
1. Call to Order	
2. Approval of Agenda	
3. Approval of the Minutes: March 3, 2014	1
Reports for Decision:	
4. Sooke Region Community Health Initiative (CHI) Fee for Service Agreement <ul style="list-style-type: none">• Staff Report• Committee recommendation to Council	9
Reports for Information:	
5. 2013 Community Service Agreements Final Reports <ul style="list-style-type: none">• Staff Report	19
6. Preferred Contractor's List <ul style="list-style-type: none">• Staff Report	83
7. 2014-2018 Five Year Financial Plan <ul style="list-style-type: none">• Staff Verbal Update	--
8. Public Input	--
9. Schedule Next Meeting: May 5, 2014	
10. Adjournment	

*Please note: The Open Portion of this meeting may be webcast live at www.sooke.ca
Written and verbal submissions will become part of the public record and are subject to
the Freedom of Information and Protection of Privacy Act.*

(Please turn off your cellphones in the Council Chambers during the meeting)

DISTRICT OF SOOKE
FINANCE AND ADMINISTRATION COMMITTEE MEETING

Meeting held March 3, 2014 at 7:00 pm
in the Council Chambers
2205 Otter Point Rd

Committee Members Present:

Councillor Rick Kasper (Chair)
Councillor Kerrie Reay
Councillor Herb Haldane
David Matland
Jim Mitchell

Staff:

Gord Howie, Chief Administrative Officer
Michael Dillabaugh, Director of Finance
Brent Blackhall, Deputy Director of Finance
Bonnie Sprinkling, Corporate Officer
Steve Sorensen, Fire Chief
Tina Hansen, Corporate Assistant, recorder

Absent: Mayor Wendal Milne (Ex-Officio)

Action

1. **Call to Order**
The meeting was called to order at 7:00 p.m.
2. **Approval of Agenda**
The agenda was approved with the following supplementary information:
 - Item 9 Firefighter Personal Protective Gear Washing Machine
 - Correspondence received February 28, 2014 from Derek Lewers
3. **Approval of Minutes: February 3, 2014**
MOVED and seconded to approve the minutes of February 3, 2014 as circulated.
CARRIED

Reports Requiring Action

4. **Sooke Fire Rescue Department**
Draft Policy No. 14.5, Policy No. 14.6 and Policy No 14.7

Gord Howie reported that staff was instructed to make further amendments to Policy 14.6, *Sooke Fire Rescue Department Discipline Policy* and Policy 14.7, *Sooke Fire Rescue Department Volunteer Member Grievance Policy* and to bring them back to the Committee for review. Mr. Howie advised that both Policies have been reviewed by the municipal solicitor and amendments have been made to the language in the Policies to reflect a more positive approach and to improve grievance procedures. Mr. Howie noted that Policy 14.1, *Fire Inspection Policy* would need to be repealed as it will be replaced with Policy 14.6.

Bonnie Sprinkling noted a correction to Section 1.10 of Policy 14.6, *Sooke Fire Rescue Department Standards of Conduct Policy, 2014* to include the word “not” after the words “Members must”.

The Committee discussed the following as to Policy No. 14.6, *Sooke Fire Rescue Department Standards of Conduct Policy, 2014*:

- Clarification as to reference to “disclosure of confidential or personal information” in section 1.10
- Concerns as to section 1.02 being too vague “at all times” and that staff look to include language such as “in the performance of their duties”
- Concerns that section 1.06 does not have an “off duty expectation” and that staff look to include language for further clarity
- Concerns of section 1.12 and the wording “without knowledge or consent” being too vague
- Clarification as to the wording in section 1.12 related to “removal of property”

MOVED and seconded to direct staff to amend Section 1.02 of Policy 14.6, *Sooke Fire Rescue Department Standards of Conduct Policy, 2014* to include the wording “in the performance of their duties.”
CARRIED

Public Input:

Derek Lewers, Sooke resident addressed the Committee as to the language in section 1.02 of Policy 14.6 and concerns that there may be times when a member may not wish to follow a supervisor’s orders such as if the orders were to put someone’s life at risk or if the supervisor is abusing their authority.

MOVED and seconded to recommend that Council approve Policy No. 14.5, *Sooke Fire Rescue Department Standard Operating Guidelines Policy, 2014*;

AND recommend that Council approve Policy No. 14.6, *Sooke Fire Rescue Department Standards of Conduct, 2014* as amended in section 1.02;

AND recommend that Council approve Policy No. 14.7, *Sooke Fire Rescue Department Volunteer Member Grievance Policy, 2014*;

AND recommend Council repeal Policy No. 14.1, *Fire Inspection Policy*;

AND direct staff to proceed with updating the Sooke Fire Rescue Department Standard Operating Guidelines in consultation with the Sooke Firefighters Association.

CARRIED

5. Sooke Canada Day Society – Sooke Lions

Michael Dillabaugh provided a summary of the staff report for the Committee.

MOVED and seconded to recommend that Council approve allocating the existing \$4,000 Category A Community Grant Program funding from the Sooke Canada Day Society to the Sooke Lions for purposes of organizing the Sooke Canada Day celebrations.
CARRIED

Council

Reports for Information

6. 2013 Budget to Actual Report

Michael Dillabaugh provided a summary of the staff report for the Committee. Mr. Dillabaugh reported that staff reviewed the variances and provided explanations for variances that were greater than \$10,000 in the Budget to Actuals. Mr. Dillabaugh noted that when going through the audit process, the requirement for explanations is for variances greater than \$100,000. Mr. Dillabaugh reported that overall the 2013 Budget to Actuals are close to what was budgeted in the financial plan.

Committee discussion:

- Clarification as to the decrease in interest income from 2012
- Staff to look into reducing interest income to more accurately reflect what is was in 2013

MOVED and seconded to direct staff to reduce interest income to \$80,000 in the 2014-2018 Five Year Financial Plan.
CARRIED

Finance

Committee further discussed:

- Clarification as to Engineering Stormwater and Drainage
- Clarification as to Road Maintenance and ditches
- Clarification as to additional funds received from the Gas Tax fund under Liquid Waste Management Plan
- Concerns as to reduced revenue from building permits and plumbing permits due to the economy
- Clarification as to the Revenue Smoothing Fund
- Clarification as to the Animal Control budget
- Whether it would be possible to enter into a joint arrangement with the City of Langford for Animal Control
- Clarification as to transfers from unallocated surplus in the amount of \$500,000 and whether these funds could be used to decrease taxes
- Clarification as to the amount that was put into the future expenditure account in 2013
- Staff to look at taking a portion of the surplus in order to reduce property taxes
- Clarification as to the actual expenditures and revenues for CRD Requisitions for Animal Control and Stormwater Management
- Concerns as to taxpayers being invoiced twice for the same service
- Importance of bringing the CRD Requisition revenues to Council's attention and making an adjustment in order to reduce property taxes

MOVED and seconded to direct staff to provide a report to Council as to a transfer of \$150,000 from the General Operating Surplus in order to reduce property taxes for 2014.

Finance

CARRIED

ACTION ITEM: Staff to move the amount of \$25,000 under General Government – Elections from 2017 to 2018 due to the new 4 year election term.

Finance

Committee further discussed:

- Staff to look at reducing costs for the CRD Stormwater and Drainage
- Clarification as to asset replacement software program and whether it will be required to transfer information on assets from an existing list
- Clarification as to the Computer Equipment Replacement Plan
- Clarification as to the renewal of the Parks and Maintenance contracts and consideration to the District having its own parks maintenance staff
- Having staff look at a review of the Parks Maintenance Contracts to ensure the District is getting value in what is being paid
- Consideration to combining sewer maintenance and parks maintenance at the time the EPCOR Contract matures

MOVED and seconded to receive the 2013 Budget to Actual Analysis report for information.

Finance

CARRIED

7. 2013 Vacation Payout

Michael Dillabaugh provided a summary of the staff report for the Committee.

Committee discussion:

- Consideration to amending the Employee Handbook as to vacation payouts
- Employee handbook is very clear as to vacation time
- Requirements in the Employee Handbook as to vacation time should be strictly followed

MOVED and seconded to receive the report as to 2013 Vacation Payout for information.

Finance

CARRIED

8. Category C Service Agreements Operating Reports

Michael Dillabaugh provided a summary of the staff report for the Committee. Mr. Dillabaugh reported that all Category C Service Agreement reports were received by the October 15, 2013 deadline.

Committee discussion:

- Clarification as to Sooke Region Historical Society requesting a 2 percent increase over last year

Lee Boyko, Executive Director Sooke Region Historical Society addressed the Committee and took the opportunity to thank Council and the Committee for their support.

MOVED and seconded to direct staff include a 2 percent increase for 2014 in the 2014-2018 Five Year Financial Plan for the Sooke Region Historical Society.

Finance

CARRIED

MOVED and seconded to receive the 2014 Category C Service Operating Reports for information.

Finance

CARRIED

9. **Firefighter Personal Protective Gear Washing Machine**

Michael Dillabaugh reported that this report was brought forward at the request of the Committee. Mr. Dillabaugh advised that in the 2014 Capital budget there is a budget for the purchase of an industrial washing machine. Mr. Dillabaugh advised that the purpose for the purchase is due to the requirements for washing turnout gear.

Steve Sorensen reported that part of the issue is that the Fire Departments current washing machine is a residential washer that fits only one set of turnout gear at a time and with manufacturer's requirements to separate the liners before washing, it takes two cycles to wash one set of turnout gear. Mr. Sorensen advised that WorkSafe BC requires the department to follow the manufacturer's recommendations and the manufacturer requires turnout gear to be washed according to NFPA standards. Mr. Sorensen reported that some of the local Fire Departments may be interested in the use of the industrial wash machine should it be purchased and that a user fee could be charged in order to recoup some of the cost.

Committee discussion:

- Consideration to having something in place with other fire departments for the use of the industrial wash machine that could assist with recouping some of the costs for the machine
- Support for the purchase of an industrial wash machine and the importance of recognizing the health risks to firefighters due to contaminating of turnout gear when exposed to hazardous materials from combustion
- Consideration to alternatives for washing the turnout gear in order to reduce laundering costs
- Clarification as to what age of buildings may contain asbestos products

Public Input:

Derek Lewers, Sooke resident suggested that the purchase of a used industrial wash machine could be a consideration.

Derek Lewers also suggested that consideration be given to cost sharing with the East Sooke Fire Department as they may be purchasing new washing facilities with the construction of the new fire hall in East Sooke.

MOVED and seconded to direct staff to approach adjacent Fire Departments with regard to cost sharing on the purchase of an industrial wash machine;

Fire

AND THAT the Firefighter Personal Protective Gear Washing Machine report be received for information.

CARRIED

10. Traffic Control Pre-emption Systems

Steve Sorensen provided a summary of the staff report for the Committee.

Committee discussion:

- Whether it would be a possibility to include traffic control pre-emption systems at the three controlled intersections (Otter Point Road, Church Road and Phillips Road) in Sooke as a Capital item and have it tapped into the Road DCC fund
- Have staff look at funding options (ICBC) for the installation of traffic control pre-emption systems

Public Input:

Derek Lewers, Sooke resident indicated that he feels the traffic control pre-emption systems are a good idea and hopes that the Committee will direct staff to investigate the systems further.

MOVED and seconded to receive the report on Traffic Control Pre-emption Systems for information.

CARRIED

11. Bylaw Enforcement – 2013 Year End Report

Gord Howie advised that staff have provided the Bylaw Enforcement 2013 Year End Report as additional information that was requested by the Committee to give an idea of the activities that this department is involved.

Committee discussion:

- Clarification as to bylaw complaints for zoning non-compliance, work without a permit, signs, animals
- Whether there is currently a moratorium on signs
- Whether illegal grow ops would be a policing matter
- Consideration to dealing with bylaw complaints in alternative ways in order to reduce the number of call that bylaw

- enforcement deals with
- Clarification as to how bylaw complaints were dealt with in the past

MOVED and seconded to receive the Business Licence Department and Bylaw Compliance and Enforcement Department 2013 Annual Report for information.

CARRIED

12. Public Input

Derek Lewers Sooke resident addressed the Committee as to concerns that the Committee is discussing staffing positions at a public meeting and feels it more appropriate for these discussions to be done In-Camera. Mr. Lewers inquired as to whether there has been any follow up as to the whether the gates at Journey Middle School could remain open during baseball season.

Mr. Howie reported that the gate issue has been resolved in cooperation with the users of the baseball fields and the School District and that the gates will remain open for parking.

Mr. Lewers also inquired as an Exit Interview Policy for the Fire Department and whether a policy has been established as he has concerns that when volunteer firefighters leave the organization, the Committee or Council will never know reasons for leaving.

Mr. Howie reported that if someone were to leave the organization, he or a senior staff member would conduct an exit interview when appropriate.

Steve Sorensen advised that he provided information to the Mayor related to members who have left the Fire Department over the past 15 years. Everyone except three members who could not be located was included in this information.

Mr. Lewers reported that while working with the Fire Chief on the 20 Year Capital Plan, he worked on drafting a Vehicle Replacement Policy which sets forth direction on asset replacement. Mr. Lewers submitted the Policy to staff for consideration.

Mr. Lewers addressed the Committee as to the \$25,000 volunteer firefighter honorarium advising that alternatives could have been considered to provide to the volunteers such as a "shop local discount" which would keep business in Sooke and manpower in Sooke. Mr. Lewers further addressed the Committee as to the summary of results for the Firefighters Survey.

Chair Kasper responded to Mr. Lewers' comments clarifying that the purpose of the discussion by the Committee around bylaw enforcement was not to have comments directed at a particular position or employee within the District but to have specific questions answered related to items identified in the Bylaw Enforcement Year End Report that other agencies are legally responsible for doing. Chair Kasper advised that the Committee has not made any decisions as to eliminating, reducing

or changing bylaw enforcement.

Chair Kasper further clarified the \$25,000 Honorarium advising that the money is not "given" to any group based on the hours of training submitted to the Finance Department. Any volunteer firefighter is free to choose to accept the honorarium of \$500 and the remaining funds up to \$1,000 or they could choose to volunteer 200 hours and get a receipt to apply for a tax break with the province. Chair Kasper advised that the District has not given an organization \$25,000; the money is in the control of the District.

Chair Kasper thanked Mr. Lewers for his comments and reported that the Mayor and staff will be working on a plan that will be forthcoming for the issues identified in the Fire Department Survey.

Ellen Lewers, Sooke resident, addressed the Committee as to how property taxes are handled in other areas and suggested that people be given a reduction in taxes to be encouraged to pay them early.

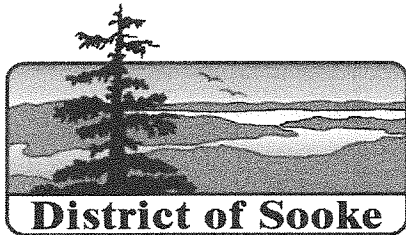
13. Schedule Next Meeting: April 7, 2014

14. Adjournment

The meeting adjourned at 9:12 p.m.

Rick Kasper
Chair

Bonnie Sprinkling
Corporate Officer



File No. 1880 - 20

DECISION REQUEST
Finance and Administration Committee
Meeting Date: April 7, 2014

To: Gord Howie, Chief Administrative Officer
From: Brent Blackhall, Deputy Director of Finance
Re: **CHI Community Service Agreement**

SUGGESTED ACTION:

THAT THE FINANCE AND ADMINISTRATION COMMITTEE recommend that Council approve the Community Service Agreement with the Sooke Region Community Health initiative for 2014 to 2016 in substantially the same terms as are listed in the attached draft agreement;

AND AUTHORIZE the Mayor and Chief Administrative Officer to execute the final agreement on behalf of the District of Sooke.

1. Executive Summary:

The District has awarded a Category A Community Grant to the Sooke region Community Health Initiative (CHI) in recent years to help CHI meet its mandate of improving the health and well being of people in the region. The District and CHI have discussed the possibility of a service agreement relationship with CHI to help improve the well being of the community through the experience and relationships CHI has developed in the sector. The draft agreement presented in this report outlines the expected services to be provided by CHI and the cost to the District.

The draft agreement is the same form as that used for the District's Community Service Agreements with its other community partners, the Sooke Region Tourism Association, Sooke Region Chamber of Commerce, Sooke Region Historical Society and the Sooke Community Association. This draft agreement however does vary from the standard template in that CHI has requested the insurance limit be reduced from \$5 million to \$2 million. Staff does not see any risk that would otherwise not warrant reducing the insurance requirement. The same provision has also been extended to the Chamber in its Community Service Agreement with the District.

The services as outlined in the agreement (Schedule A) are as follows:

- Sooke Region Resource website (www.sookeregionresources.com)
 - website improvements, updates and maintenance;
- Age Friendly Committee for Sooke:
 - develop planning and/or activities to achieve official provincial status for Sooke as an Age Friendly Community
- Seniors/Youth/Community Activity Centre
 - Identify the needs of the community
 - Initiate and facilitate community forum/s or other opportunities to discuss development of a community activity centre, and to inform Council on this initiative




- Solicit partnerships and engage support from interested potential partner organizations
 - Goal of September 30 2014 completion date for these services
- Primary Health:
 - address issues identified through the Primary Health Care Working Group and Mayor's Panel, Community Health and Social Initiatives
 - maintain and further develop relationships at regional and provincial levels for community health initiatives
- Volunteer Initiatives
 - Explore funding opportunities to implement OCP identified Volunteer initiatives and activities that promote Sooke's claim as the Volunteer Capital of Canada

The difference between the usual Category A grant amount of \$5,000 and the \$15,000 cost for the services outlined in this draft agreement can be absorbed through budget savings in other areas.

Respectfully,



Brent Blackhall, CA
Deputy Director of Finance

Approved for Council Agenda	
Engineering	Planning
	
Corp. Services	Finance
	
CAO	

Attachment: Draft Community Services Agreement

COMMUNITY SERVICES AGREEMENT

THIS AGREEMENT dated for reference the 1st day of January, 2014.

BETWEEN:

DISTRICT OF SOOKE, a municipality existing under the laws of British Columbia, located at 2205 Otter Point Road, Sooke, B.C. V9Z 1J2

("District")

AND:

SOOKE REGION COMMUNITY HEALTH INITIATIVE (Certificate of Incorporation CP1939) having a mailing address of 2145 Townsend Rd, Sooke, B.C. V9Z 0H3

("CHI")

WHEREAS:

- A. The Sooke Region Community Health Initiative provides research, development, advocacy and delivery of health and social initiatives to improve the health and welfare of citizens of all ages in the Sooke Region;
- B. The Council of the District of Sooke recognizes the value of this service to the community;

NOWHEREFORE this Agreement is evidence that in consideration of the premises and mutual covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by both parties), the District and CHI covenant and agree as follows:

DEFINITIONS

1. In this Agreement:
 - (a) "Annual Fee" means the annual fee for the Services to be paid by the District to CHI under section 4.
 - (b) "Operating Year" means from January to December in any year of the Term.
 - (c) "Services" means those services to be provided by CHI as set out in section 2.
 - (d) "Term" means the term of this Agreement as set out in section 3.

SERVICES

2. CHI agrees to provide the Services, as outlined in Schedule A to this Agreement, on the terms and conditions set out in this Agreement.

TERM

3. This Agreement will be for a term of four (4) years, commencing on January 1, 2014, and terminating on December 31, 2017 (the "Term"), unless terminated sooner in accordance with this Agreement.

ANNUAL FEE

4. The District will pay CHI the Annual Fee for the Services of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** exclusive of any applicable taxes, payable in equal quarterly instalments commencing January 1 of the Operating Year.
5. The CHI will submit to the District a Request for Payment, on or after the first day of each quarter, but no later than the 10th day of each quarter, for services provided in the previous quarter. Such said Request for Payment will generally outline services provided.
6. The Annual Fee is the total amount to be paid by the District for the Services, and CHI will be responsible for all of its expenses in providing the Services, including without limitation payments to staff and for office supplies, utilities and services, and all other expenses incurred by CHI in providing the Services.
7. The District and CHI may at any time agree to expand or reduce the Services to include more or fewer projects and programs and to increase or decrease the Annual Fee to pay for such new services. In order to assess, the CHI will present to the District no later than October 15 of each Operating Year, a general outline for the provision of the Services expected to be provided for the forthcoming Operating Year, including an operating budget for those services.

ANNUAL REPORTS

8. CHI will:
 - (a) Prepare and deliver to the District no later than March 31 of each Operating Year, a complete operations report of CHI's activities with respect to this agreement for the prior Operating Year including a "Year-End Financial Statement" in accordance with CHI's fiscal year end.

RECORDS

9. CHI will:
 - (a) keep proper accounts and records of its performance of the Services specifically outlined in this agreement, including invoices, receipts and vouchers, which must at all reasonable times be open to audit and inspection by the District's Director or Deputy Director of Finance, who may make copies and take extracts from the accounts and records;
 - (b) keep reasonably detailed records of performance of the Services specifically outlined in this agreement, which must at all reasonable times be open to

inspection by the District's Director or Deputy Director of Finance, who may make copies and take extracts from the records;

- (c) afford access to accounts and records for audit and inspection by the District or the District's Auditors and must furnish the District's Director or Deputy Director of Finance with such information as the District may from time to time require regarding those documents; and
- (d) preserve, and keep available for audit and inspection, all records described in section 9(a) through (c) for at least two years after completion of the Services or termination of this agreement, whichever applies.

10. The District and CHI will provide each other, at no charge, such statistics and information as shall reasonably be required to provide insights on trends, problems, and municipal issues, subject to all applicable laws.

REPRESENTATIONS

11. CHI represents and warrants to the District that it and its personnel have the education, training, skill, experience and resources necessary to provide the Services to a standard reasonably acceptable in the community, and has and shall maintain sufficient information resources and staff to provide the Services in accordance with this Agreement at all times.

INDEMNITY

12. CHI will, at all times, indemnify and save harmless the District against all claims, demands, warrants, judgment, actions and proceedings, including but not limited to, Worker's Compensation legislation, brought or prosecuted in respect of damage to, or destruction of property, bodily injury (including death) and or personal injury and from and against any and all loss of damage to, or destruction of property and expenses or costs (including legal fees), suffered or incurred by the District arising out of or in any way connected with CHI's performance or non-performance under this Agreement, and whether or not caused by CHI's negligence. This indemnity shall survive the termination or expiration of this Agreement.

INSURANCE

13. CHI will obtain and maintain during the Term, liability insurance protecting the District (as an additional named insured) and CHI (without any rights or cross claims or subrogation against the District) against claims for personal injury, death, property damage or third party or public liability claims arising from any occurrence relating to the Services to an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence.

INDEPENDENT CONTRACTOR

14. This is an Agreement for the performance of services and CHI is engaged under the agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this agreement, neither CHI nor any of its employees or contractors is engaged by the District as an employee or agent of the

District. CHI is solely responsible for any and all remuneration and benefits payable to its employees and contractors, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax. This Agreement does not create a joint venture or partnership, and CHI has no authority to represent or bind the District in any way.

15. CHI will not, without prior written consent of the District, incur any expense for which the District shall be required to reimburse CHI or for which the District, in any other way, shall become liable. Likewise, the District will not, without prior written consent of CHI, incur any expenses for which CHI shall be required to reimburse the District or for which CHI, in any other way, shall become liable.

NO ASSIGNMENT

16. CHI may not assign this Agreement.

DISPUTE RESOLUTION

17. Where there is a dispute between the parties respecting any aspect of this Agreement, either party may give notice to the other requiring a meeting, within 5 days, between the Board Chair of CHI, and the District of Sooke Mayor. The parties agree to use their best efforts to resolve any disputes at such a meeting.

TERMINATION

18. Despite the rest of this Agreement, the District may terminate this Agreement, by giving notice of termination to CHI, which is effective upon delivery of the notice, if CHI becomes bankrupt or insolvent, a receiving order is made against CHI, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of CHI, or CHI takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the District, if the District terminates this Agreement under this section, the District may arrange, upon such terms and conditions and in such manner as the District considers appropriate, for performance of any part of the Services remaining to be completed, and CHI is liable to the District for any expenses reasonably and necessarily incurred by the District in engaging the services of another person to perform those Services. The District may set off against, and withhold from amounts due to CHI such amounts as the District determines, acting reasonably, are necessary to compensate and reimburse the District for the expenses described in this section.

19. Despite the rest of this agreement, the District may, in its sole discretion, terminate or suspend all or any part of the Services upon six months' written notice to CHI. If the District terminates or suspends all or part of the Services under this section, CHI may deliver an invoice to the District for the period between the end of the quarter for which the Annual Fee payment was delivered by CHI and the date of termination or suspension. The District is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity,

directly or indirectly arising out of termination or suspension of all, or any part, of the Services.

20. Despite the rest of this agreement, CHI may, in its sole discretion, terminate or suspend all or any part of the Services upon six months' written notice to the District. If CHI terminates or suspends all or part of the Services under this section, CHI may deliver an invoice to the District for the period between the end of the quarter for which the Annual Fee payment was delivered by CHI and the date of termination or suspension. CHI is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all, or any part, of the Services.

GENERAL

21. Time is of the essence of this Agreement.
22. If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of this Agreement.
23. Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement will be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

(a) To the District:

District of Sooke
2205 Otter Point Road
Sooke, B.C. V9Z 1J2
Fax Number: (250) 250-642-0541
E-mail Address: info@sooke.ca
Attention: Chief Administrative Officer

(b) To CHI:

Sooke Region Community Health Initiative
2145 Townsend Road,
Sooke, B.C. V9Z 0H3
E-mail Address: sookeregionchi@yahoo.ca
Attention: Mitzi Dean

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered 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 to be considered given on the next business day after the date it is sent.

24. In this Agreement, reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise, and reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this agreement.
25. This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.
26. This Agreement enures to the benefit of and is binding upon the parties and their respective successors, subcontractors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.
27. This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.
28. Waiver of any default by either party must be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by the above terms and conditions, the parties have executed this agreement below on the respective dates written below.

DISTRICT OF SOOKE by its authorized signatories:

Mayor Wendal Milne

Gordon Howie, CAO

Date : _____, 2014.

SOOKE REGION COMMUNITY HEALTH INITIATIVE by its authorized signatories:

Name: Ellen Anderson

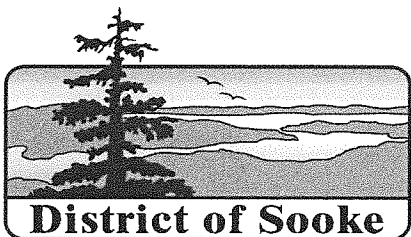
Name: Nicky Logins

Date : _____, 2014.

Schedule “A”

This Schedule details the Services to be provided by CHI to the District pursuant to the agreement.

- Sooke Region Resource website (www.sookeregionresources.com)
 - website improvements, updates and maintenance;
- Age Friendly Committee for Sooke:
 - develop planning and/or activities to achieve official provincial status for Sooke as an Age Friendly Community
- Seniors/Youth/Community Activity Centre
 - Identify the needs of the community
 - Initiate and facilitate community forum/s or other opportunities to discuss development of a community activity centre, and to inform Council on this initiative
 - Solicit partnerships and engage support from interested potential partner organizations
 - Goal of September 30 2014 completion date for these services
- Primary Health:
 - address issues identified through the Primary Health Care Working Group and Mayor's Panel, Community Health and Social Initiatives
 - maintain and further develop relationships at regional and provincial levels for community health initiatives
- Volunteer Initiatives
 - Explore funding opportunities to implement OCP identified Volunteer initiatives and activities that promote Sooke's claim as the Volunteer Capital of Canada



File No. 1880 - 20

REPORT FOR INFORMATION
Finance and Administration Committee
Meeting Date: April 7, 2014

To: Gord Howie, Chief Administrative Officer
From: Brent Blackhall, Director of Finance
Re: **2013 Community Service Agreement Final Reports**

SUGGESTED ACTION:

THAT THE FINANCE AND ADMINISTRATION COMMITTEE receive the 2013 Community Service Agreement Final Reports for information.

1. Executive Summary:

The District has Community Service Agreements, formerly Category C Community Grants, in place with the Sooke Region Tourism Association, the Sooke Community Association, the Sooke Region Historical Society and the Sooke Region Chamber of Commerce (the organizations). In order to annually assess whether services have been performed according to the agreements, the organizations are required to submit final annual reports to the District of Sooke by March 31st of each year to cover their operating results for the previous year of service.

The purpose of this report is to bring forward the 2013 final reports from the organizations that were submitted to the District before March 31, 2014.

Attached Documents:

1. 2013 Final Report - Sooke Region Tourism Association
2. 2013 Final Report - Sooke Community Association
3. 2013 Final Report - Sooke Region Historical Society
4. 2013 Final Report - Sooke Region Chamber of Commerce

Sincerely,

Brent Blackhall, CA
Deputy Director of Finance

Approved for Council Agenda

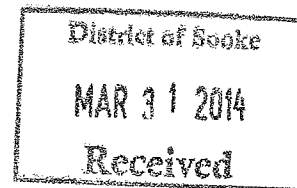
Engineering

Corp. Services

CAO

Planning

Finance



Policy No. 5.1

October 22, 2001
Amended March 22, 2004
Amended February 12, 2007
Amended March 25, 2008
Amended June 23, 2008
Amended January 14, 2013
Amended February 24, 2014

Community Grant Program Policy, 2014

PURPOSE

- A. The District of Sooke may contribute to the general interest and advantage of the community through programs of community grants as follows:

Category A: Annual Grant
Category B: Bi-Annual Grant

- B. Over and above the core functions of providing municipal services, the District of Sooke may assist local not-for-profit organizations who propose, through community projects, programs, services, activities and/or events located primarily within the District of Sooke ("projects"), to improve the well being of the District of Sooke community as a whole. (Legislative Authority – section 8(1) and 8(2) of the *Community Charter*).
- C. The Community Grant Program is intended to assist and encourage District of Sooke based not-for-profit organizations incorporated under the *Society Act* of BC or unincorporated groups with demonstrated objectives that are not-for-profit or charitable in nature. District of Sooke organizations are ones where the majority of the members reside within the municipality.
- D. All community grants are contingent upon being included in the District of Sooke annual operating budget.

CATEGORY A: ANNUAL GRANT

- i. Category A grants are made annually to a non-profit community group on the basis that it provides an ongoing valuable program to the community and is unable to raise all of its required funding without the District of Sooke assistance. These grants are not intended to provide on-going support for an indefinite period of time.
- ii. Category A grants are reviewed annually by Council to ensure there continues to be a proven need for District assistance and a demonstrated sustainability for the program.

CATEGORY B: BI-ANNUAL GRANT

- i. Category B grants are normally for amounts exceeding \$500 and not exceeding \$7,000.
 - ii. Category B applications will only be considered for new projects or the enhancement of existing programs, activities or events that will be completed or take place within 365 days of the date Council approves the grant.
 - iii. Funding for Category B grants will not be provided for ongoing operational and maintenance costs. Project costs will be considered ineligible if they primarily relate to:
 - a. Administrative processes or supplies
 - b. Touring and/or travel expenses
 - c. Wages
-

COMMUNITY GRANT PROGRAM

1. General Eligibility Criteria

- a. All grant applications will be received and reviewed by the Community Grant Review Committee ("Committee") and Council will consider the Committee's recommendations for grants.
- b. The Committee will only consider and recommend to Council for approval grant applications that meet the **Purpose** of the Policy, primarily benefit the District of Sooke community and have a demonstrated financial need in the areas of:
 - i. Sports and recreation
 - ii. Fine Arts and culture
 - iii. Heritage
 - iv. Public safety
 - v. Community welfare including promotion and economic development
 - vi. Community beautification
 - vii. Environmental
- c. No grant application will be considered by the Committee unless all applicable information has been provided and staff has confirmed completion of the grant application.
- d. Grant applications and uses must conform to section 25(1) of the *Community Charter* attached to this policy as Appendix 1.
- e. Grant applications must be consistent with the aims, objectives and standards of the municipality. Applications must not be at variance with the policies of the municipality (e.g. the *Official Community Plan*).
- f. Applications from organizations and events which cross municipal boundaries, but primarily benefit the District of Sooke, may also be referred to the Juan de Fuca Electoral Area Director and the Capital Regional District for funding.

- g. No application requests for funding to individuals will be considered.
- h. Applications for financial assistance for commitments or expenses incurred prior to the approval of the application will not be considered unless Council has agreed to the commitment.
- i. Applications for assistance for projects that are the responsibility of other levels of government will not be considered. This does not preclude the District of Sooke from participating in joint funding with regional bodies, provincial or federal governments or agencies.
- j. Grant applications for banquets, conferences, tournaments, etc. will be considered only for regional, national or international events taking place in the District of Sooke.
- k. In order to eliminate indirect funding, a grant will not be issued to an organization that in turn issues grants to other organizations *unless* the applicant can demonstrate to the Committee that grant monies received from the District of Sooke will not be used to fund grants to other organizations.
- l. Any direct or indirect benefit from a permissive tax exemption will be noted for review during the assessment process.

2. Application Procedures

- a. New Category A grant applications, and requests for changes to existing Category A grants, are due annually on September 30th the year prior to the requested funding.
- b. Grant applications under Category B from groups or organizations will be considered for funding twice in a calendar year:
 - i. The first application deadline is April 30th of each year;
 - ii. The second application deadline is September 30th of each year subject to availability of funds after the April 30th grants are awarded.
- c. Grant applications must be submitted to the Director of Finance of the District of Sooke on the official community grants application form attached as Appendix II with all requested support data in photocopy ready format. **The Committee will ONLY consider complete applications.** The application form can be obtained online at www.sooke.ca. or from the District of Sooke Finance Department.
- d. The application must:
 - i. indicate the nature of the project
 - ii. the reason for the project
 - iii. indicate the likely impact and benefit of the project on the District of Sooke
 - iv. indicate the number of people who will benefit from or participate in the project
 - v. include the names of those who will be involved in carrying out the project;
 - vi. include a list of the group's directors or organizers
 - vii. include a projected statement of revenue and expenses (Appendix II Budget)
 - viii. include a financial statement of the previous year's activity, if any
- e. Incomplete applications will not be forwarded to the Committee.

3. Assessment Process

- a. Grant applications will first be reviewed by staff to ensure each application is complete and then forward a summary listing and the applications to the Committee for review and recommendation.
- b. For an application to be considered by the Committee, applicants for grants must appear before the Committee to speak to their application. In all cases the presentation should be limited to 5 minutes. Applicants will be contacted prior to the Committee meeting date.
- c. Following presentations, the Committee will review the applications and make its recommendation to Council.
- d. The Committee will recommend grants based on the amount requested only. Funding may be recommended at an amount lower than what was requested.
- e. Council will review the Committee's recommendations and make its decision. **All decisions by Council are final.**
- f. Results of applications will be made known following approval by Council. Applicants will be contacted after the Council decision has been made.

4. Assessment Criteria

- a. Consideration of grant applications may be made based on the following order of preference:
 - i. Applications are in the areas of eligibility.
 - ii. The quality and excellence of the project.
 - iii. Applications with funding coming from sources outside the funds sought from the municipality.
 - iv. The group or organization has a demonstrated sound financial and administrative management.
 - v. The group or organization has a significant number of volunteers and a broad base of community support.
 - vi. The group of organization has a demonstrated track record of community service.
 - vii. The event/activity/program is accessible to and/or meets the needs of a large portion of the community's residents.
 - viii. The event/activity/program will enhance the present and/or future economic well being of the community.
- b. Category B grants will not be awarded for the same or a similar project in consecutive years.

5. Conditions of Funding

- a. The applicant must acknowledge the support of the District of Sooke in all print and publicity material related to the project including banners and signs on site during the event.
- b. Funds must be used for the purpose for which they were requested. If the original intended purpose can not be carried out, applicants must make a presentation to Council explaining the situation and their requested change. If funds have already been advanced prior to the requested change in purpose they must not be spent by the applicant until Council has approved the change. If Council does not approve of the change in purpose then the applicant must return the funds.
- c. Category B grant recipients must submit a final report (in the form attached as Appendix III) in writing **within 60 days of completion of the project** (see Category B, section ii) and may be asked to make a presentation to the Committee or Council which includes:
 - i. a brief evaluation of the project;
 - ii. copies of print material acknowledging the financial support of the District of Sooke (including but limited to newspaper articles, ads, press releases, social media, programs, etc.) ;
 - iii. a financial statement of actual revenue and expenses for the project (Appendix III Financial Statement);
 - iv. attendance figures (where applicable);
 - v. number of participants in the project ; and
 - vi. an evaluation of the impact on the community.
- d. Category A grant recipients must submit an annual report (in the form attached as Appendix III or in report form) and may be asked to make a presentation to the Committee or Council **annually on or before March 1st**.
- e. In the event that the project is not completed, the District of Sooke reserves the right to request the return of the grant.
- f. At the completion of a project, the successful applicant shall invite the District of Sooke to an opening ceremony, if such a ceremony is scheduled.
- g. The successful applicant shall provide acknowledgement of funding support by the District of Sooke (such as a plaque) for a tangible capital project once it is completed.

APPENDIX I -- Policy No. 5.1

Section 25(1) of the Community Charter states:

25 (1) *Unless expressly authorized under this or another Act, a council must not provide a grant, benefit, advantage or other form of assistance to a business, including*

(a) any form of assistance referred to in section 24 (1) [publication of intention to provide certain kinds of assistance], or

(b) an exemption from a tax or fee.

APPENDIX II - Policy No. 5.1

DISTRICT OF SOOKE - COMMUNITY GRANT PROGRAM

APPLICATION

If insufficient space to complete sections of this application, supplemental pages will be accepted if they are photocopy ready.

Name of Organization: Sooke Region Tourism Association

Address of Organization: P.O. Box 155
Sooke, B.C. V9Z 0P7

Phone: 250-642-1933

Fax: 250-642-1937

E-mail: jonathan@adenalhezip.com

Contact Person: Jonathan Heerenma

Category	Grant eligibility area:
<input checked="" type="checkbox"/> A - Annual Grant	<input type="checkbox"/> Sports and recreation
<input type="checkbox"/> B - Bi-Annual Grant	<input type="checkbox"/> Fine Arts and culture
<input type="checkbox"/> C - Service Agreement	<input type="checkbox"/> Heritage
	<input type="checkbox"/> Public safety and community welfare
	<input type="checkbox"/> Community beautification
	<input type="checkbox"/> Environmental

Amount Requested: \$23,000

Total Budget: ~~\$99,000~~ \$57,900
(attach completed Budget Form)

Have you applied before? yes When? 2013 Grant Received? yes

Have you submitted a final report for previous grant? yes

Incorporation number and date of incorporation if applicable: 5-0042990 4/17/01
(Applicants must be not-for-profit organizations or be otherwise publicly accountable)

Describe your organization, its mandate and program (s) SRTA is a registered
non profit organization working towards fostering tourism/
visitatorship to Sooke/the region. The goals of this industry led group
is to market the region to attract visitors for the
economic development of the community.

Describe the community project, program, service, activity or event ("project") for which funds are being sought. Please indicate why this project is unique or separate from other activities and why you think it should receive municipal funding.

Project description: SRTA is the sole organization dedicated to
attracting visitors and tourists (overnight stays) to the region
through knowledge/communication with the other regional
destination marketing organizations. We've established Sooke's
specific role - attracting and marketing to the markets of
V.I., mainland B.C., Alberta, W.A state and Oregon

Purpose of project: To attract visitors to our region, to
provide economic development (grow revenue base, new
homeowners, businesses) and to increase overnight
stays in our region that have an economic ripple
effect.

The names of those involved in carrying out the project: Jonathan Heacoma,
Lyall Mankham, Rob Martin, Nigel Keatley, Frederick Philip,
Jon Cash

Date and Place of Project: April 2014 - April 2015

COMMUNITY GRANT PROGRAM - Budget Template

Please include with your application

Date: March 31, 2014

Organization Name: Sooke Region Tourism Association

Revenues	Other funders (please list)			Total
	Confirmed	Pending	In-kind	
Grants:				\$
District of Sooke request		\$ 23,000		\$ 23,000
Other grants IDP BDC		\$ 6,000		\$ 6,000
(list funder)				\$
(list funder)				\$
				\$
Admissions / fees:		\$ 5,000		\$ 5,000
				\$
Other: matching funds from Tourism Vancouver Island		\$ 23,000		\$ 23,000
Total Revenues				\$ 57,000
Expenses (see attached)				
				\$
				\$
				\$
				\$
				\$
				\$
				\$
Total Expenses				\$ 54,448
Net Income				\$ 3,152

CHECKLIST:

- Completed Application form
- Copy of BC Society certificate, if applicable
- Budget
- Final report for previous grant, if applicable
- Last Financial statement, if any

- ☒
- ☒ → *correctly filed for 2014*
- ☒
- ☒
- ☒

You are welcome to include any supporting material that would assist the District of Sooke in assessing your project.

Mail or deliver this application to: Community Grant Review Committee
c/o Director of Finance
District of Sooke
2205 Otter Point Road,
Sooke, B.C. V9Z 1J2

Phone: 250-642-1634 Fax: 250-642-0541
Email: info@sooke.ca

DISTRICT OF SOOKE - COMMUNITY GRANT PROGRAM

FINAL REPORT

If insufficient space to complete sections of this application, supplemental pages will be accepted if they are photocopy ready.

Name of Organization: Sooke Region Tourism Association

Address of Organization: P.O. Box 155
Sooke, B.C. V9Z 0P7

Phone: 250-642-1933

Fax: 250-642-1937

E-mail: Jonathan@adrenalinezip.com

Contact Person: Jonathan Heerema

Grant eligibility area:

- ☐ Sports and recreation
- ☐ Fine Arts and culture
- ☐ Heritage
- ☒ Public safety and community welfare
- ☐ Community beautification
- ☐ Environmental

Community project, program, service, activity and/or event evaluation: _____

- 1) hits to our website increased from 5,202 in 2012 to 5,900 in 2013
- 2) we placed an advertisement in the Clippa magazine (distribution 100,000)
- 3) we placed an advertisement in the Coho magazine (distribution 90,000)
- 4) we increased our brochure distribution (B.C. Ferries, Coho, Wild State Ferries, Comex
- 5) we did a co-op campaign w/ Tourism Vancouver Island (Visitor Centre/airport in Alberta) & VR airport)
- 6) The co-op campaign w/ Black Ball Ferry, Tourism Nanaimo, Tourism Tofino had over 2 million impressions
- 7) we pay for and distribute the Sooke flat map. This gives visitors a tool to learn more about our area, and discover what there is to do here. See
- 8) we also subsidize upgrades to the official visitors guide

Attendance figures (where applicable): Annual General Meeting
attendance was approx 35 people. Keynote speaker
was Paul Norsey (CEO of Tourism Victoria)

Number of volunteers and/or participants: 11

Evaluation on impact on the community: Tourism/hospitality are major
employers in the Sooke region. The spin off from tourism
activity is a benefit to most businesses in the community.
from retail shops, restaurants, hotels, attractions, real estate,
and most other businesses in town. Every business/
citizen benefits when a tourist visits our town
and spends money. SRTA's goals are to focus
on the markets that are most likely to visit
Vancouver Island and specifically, our region. We want
to do everything we can to grow business/improve
economic development for our community through
increased visitation.

Attachments:

- a. Print material acknowledging the financial support of the District of Sooke (including but limited to newspaper articles, ads, press releases, social media, programs, etc.) ;
- b. Financial statement of actual revenue and expenses for the project (Appendix III Financial Statement)

COMMUNITY GRANT PROGRAM - Financial Statement

Period Covered:

Organization Name:

Revenues	Actual Results
Grants: <i>See attached</i>	\$
(list funder)	\$
(list funder)	\$
(list funder)	\$
	\$
Admissions / fees:	\$
	\$
	\$
Other:	\$
	\$
Total Revenues	\$
Expenses <i>See attached</i>	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Expenses	\$
Net Income	\$



Jonathan Heerema <jonathan@adrenalinezip.com>

Provision of Services

Jonathan Heerema <jonathan@adrenalinezip.com>

Mon, Oct 14, 2013 at 3:17 PM

To: Brent Blackhall <bblackhall@sooke.ca>

Bcc: Maja Tait <majatait@shaw.ca>, Markham House B&B <mail@markhamhouse.com>, Nigel Keatley <generalmanager@sookeharbourmarina.ca>

Contact Name: Jonathan Heerema

Amount Requested (2014): \$23,000

Annual Budget: \$51,500

Provision of Services

For 2014 the Sooke Region Tourism Association plans to perform the following economic development services:

1) Identify and attract tourists to the Sooke region:

We have a multi pronged approach to identifying and attracting tourists to the region. We use a combination of Google Analytics via our various web activities, industry intelligence, known markets of critical mass and overall visitor numbers provided by the CTC, Destination BC and other various Destination Marketing Organizations.

Once this information is assessed, we then create a marketing plan to satisfy the needs of the marketplace. The primary marketplaces for the region are Washington State, Oregon, Alberta and lower mainland BC.

We have combined TV, online and print in order to reach a large amount of the consumer markets within these respective marketplaces.

2) Actively promote the tourism opportunities of the Sooke region in other regions in order to attract new and returning tourists:

The Sooke Region Tourism Association actively works to promote the tourism opportunities in various locations and via various methods. We ran an award winning campaign that was both online and on TV in conjunction with Tourism Tofino, Black Ball Ferry Line and the Nanaimo Economic Development Commission. This marketing targeted consumers on the I-5 corridor from Vancouver, British Columbia to Salem, Oregon. This campaign ran from early May through late August. Here is the website to the campaign:

<http://youwontbesorry.com/>

We participated in the Go Vancouver Island Campaign via Tourism Vancouver Island that ran in Alberta during the months of April, May and June.

<http://www.govancouverisland.ca/>

3) Provide relevant tourism related business information for the District to attract new economic development opportunities:

We are happy to inform the District of Sooke of any new economic development opportunities as we learn about them. Do we communicate that information through our liaison whenever a possibility arises?

The Sooke Region Tourism Association will also regularly maintain an accurate website that will attract tourists and provide potential tourists with information about the region:

The website was revised in 2011/12 due to the fact it was below market standard and the association is continually spending time and effort on the site in order to make it one of the top destination sites on Vancouver Island. The website is regularly updated and refreshed. We also work to optimize the site to attract a greater number of visitors.

The website is gaining in popularity as can be seen via our Google Analytics numbers. For the period of Jan 1 - Oct 13, 2013, we had a total of 5,805 visitors to the site compared to the same time period the previous year of 4,614.

Add information on staffing plans (who will be delivering the Services, names/roles of other key employees etc):

The Sooke Region Tourism Association has no active plans to add any employees at this time. The work is mostly all volunteer based with selected services contracted out to various enterprises. We try to use local contractors whenever possible (as all below live in the region). We use:

TJ Watt for all marketing shoots of the region

Aukusti Media Design Studio for all necessary web/design maintenance activities

Judi Conwright for all bookkeeping activities

The updated budget information is attached for your records.

Here are the marketing plans for 2014 as they currently stand:

- 1) SRTA would like to grow its membership and is working with the President at the Sooke Chamber of Commerce to include information about what our organizations do for the business community and information about joining our respective organizations in the new business license mail out that is sent out by the District of Sooke. We have also done independent research to try to identify all the tourism businesses in the region and will invite all of them to join the association.
- 2) We will run another co-op campaign with Nanaimo, Tofino and Black Ball Ferry Line.
- 3) We will place another advertorial in the Coho and Clipper magazines. Both Adrenaline and Sooke Harbour House put in their own ads that are separate and paid for privately by both organizations.
- 4) We now have our rack card done and in the marketplace. The rack cards will be on BC Ferries, Washington State Ferries and the Coho Ferry. Rack cards are also available at the Comox airport and the Comox Visitor Center. We are also working on getting our rack cards at all the BC Visitor Info Centers.
- 5) We will continue to pay for the racking of the Visitors Guide in the Victoria airport and are looking at increasing the distribution of that publication as well.
- 6) We will continue to pay for the Sooke flat map.
- 7) We will continue to support the Sooke Visitors Guide.
- 8) We are part of the Tourism Vancouver Island brochure distribution program.
- 9) We will continue to pay for website improvements and updates.
- 10) We will place another ad in the Vancouver Island mountain biking guide.
- 11) We will consider other items as needed or as they become available.

Thanks Brent and please let me know if you need anything further.

Jonathan Heerema
Sales, Marketing and Guest Services Manager
Adrena LINE Zipline Adventure Tours
250-642-1933 (office)
www.adrenalinezip.com



Comm grant appliation 2014 budget.xlsx

12K

**SOOKE REGION TOURISM ASSOCIATION
COMMUNITY GRANT PROGRAM APPLICATION - 2014 BUDGET**

		Sept 2013 YTD Actual	Dec 2013 Projected	2014 Budget
REVENUE				
Grants:	District of Sooke	17250	23000	23,000
Fees:	Membership fees	4,800	4,950	5,600
Other:	Tourism Assoc. of Vancouver Island (TAVI)	13,062	21,000	23,000
	Bank interest	5	10	10
TOTAL REVENUE		\$ 35,117	\$ 48,960	\$ 51,610
EXPENSES				
	AGM	1,442	1,442	1,200
	bank charges	22	30	30
	bookkeeping	950	1,300	1,300
	insurance (D & O laibility 2million)	613	613	650
	Marketing:			
	You Wont Be Sorry - TV campaign	10,000	10,000	14,000
	Invest Comox Valley - racking fees	400	400	400
	You Wont Be Sorry - online campaign	500	500	500
	Certified Folder - Ferry brochure distribution	3,422	3,422	3,422
	Immediate Image - airport racking	1,476	1,476	1,476
	Black Press - flat map	3,225	3,225	3,225
	Sooke Visitor Guide	1,000	1,000	1,500
	TAVI brochure distribution	349	349	350
	TAVI Go Vancouver Island	5,495	5,495	5495.00
	Aukusti Media - media maintenance	17,713	18,163	12,000
	Mountain Bike Vancouver Island	200	200	200
	Mountain Bike Symposium	245	245	0
	Clipper Vacations Magazine		3,600	3,600
	Coho Magazine		4,500	4,500
	Other:			
	office expenses	546	600	600
TOTAL EXPENSES		\$ 47,598	\$ 56,560	\$ 48,953

54,748

*refer to page 3
of community grant
budget template*

**SOOKE REGION TOURISM ASSOCIATION
COMMUNITY GRANT PROGRAM - FINANCIAL STATEMENT 2013**

REVENUE		Dec 2013
Grants:	District of Sooke	23000
Fees:	Membership fees	5,850
Other:	Tourism Assoc. of Vancouver Island (TAVI)	18,709
	Bank interest	8
TOTAL REVENUE		\$ 47,567
EXPENSES		
	AGM	1,442
	bank charges	149
	bookkeeping	950
	insurance (D & O liability)	613
	Marketing:	
	Black Ball Transport - TV campaign	10,000
	Invest Comox Valley - racking fees	400
	Black Ball Transport - online campaign	500
	Certified Folder - Ferry brochure distribution	3,422
	Immediate Image - airport racking	1,476
	Black Press - flat map	3,225
	Sooke Visitor Guide	3,338
	TAVI brochure distribution	434
	TAVI Go Vancouver Island	5,495
	Aukusti Media - media maintenance	19,262
	Mountain Bike Vancouver Island	200
	Mountain Bike Symposium	245
	Other:	
	office expenses	546
TOTAL EXPENSES		\$ 51,697

APPENDIX III - Policy No. 5.1

DISTRICT OF SOOKE - COMMUNITY GRANT PROGRAM

FINAL REPORT

If insufficient space to complete sections of this application, supplemental pages will be accepted if they are photocopy ready.

Name of Organization: S

Address of Organization: SOOKE COMMUNITY ASSOC.
BOX 188, SOOKE, B.C.
V9Z 0P7

Phone: 250-642-5521 , Fax:

E-mail: SOOKECA@SHAWBIZ.CA

Contact Person: CHARLIE O'DONNELL 642-6268
216-3156

Grant eligibility area:

- ☒ Sports and recreation
- ☒ Fine Arts and culture
- ☐ Heritage
- ☒ Public safety and community welfare
- ☐ Community beautification
- ☐ Environmental

Community project, program, service, activity and/or event evaluation:

GRANT USED FOR SENIORS, FALL FAIR, SPORTS
GROUPS USING HALL AT REDUCED RATES

APPENDIX III - Policy 5.1

COMMUNITY GRANT PROGRAM – FINANCIAL STATEMENT

$$\begin{array}{r} 920 \cdot + \\ 8,905 \cdot + \\ \quad + \\ 603 \cdot + \\ 284 \cdot + \\ 552 \cdot + \\ 1,638 \cdot + \\ 12,544 \cdot + \\ \quad 384 \cdot + \\ \quad \quad 88 \cdot + \\ \quad 810 \cdot + \\ \quad 880 \cdot + \\ \quad 512 \cdot + \\ \quad 125 \cdot + \\ \quad = \\ 28,245 \cdot * \end{array}$$

detailed revenue projections and indicate which revenue is speculative.

	\$	
603.+ +	\$	
284.+ +	\$	
552.+ +	\$	
1,638.+ +	\$	28000 -
12,544.+ +	\$	
384.+ +	\$	
88.+ +	\$	
810.+ +	\$	
880.+ +	\$	
es:	\$	
512.+ +	\$	
125.+ +	\$	
=	\$	
28,245.*	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
TOTAL REVENUE:	\$	28000

EXPENSES:		
ACCT & LEGAL		920
INSURANCE	\$	8905
SECURITY	\$	603
LICENCE VITA KITCHEN, ELEVATOR	\$	284
PROPERTY TAXES	\$	552
PHONE & INTERNET	\$	1638
UTILITIES, SORE DISP. FORTS HYDRO, WATER	\$	12544
KITCHEN COOKER CANOPY CLEAN	\$	384
GREASE TRAP	\$	88
JANITOR SUPPLIES	\$	810
ELEVATOR INSPECTIONS (4)	\$	880
OFFICE SUPPLIES	\$	512
APP. KITCHEN CABINETS FOR SSDIC.	\$	125
	\$	
TOTAL EXPENSES:	\$	

SOOKE COMMUNITY ASSOCIATION
Index to Financial Statements
Year Ended October 31, 2013
(Unaudited - See Notice To Reader)

	Page
NOTICE TO READER	1
FINANCIAL STATEMENTS	
Statement of Financial Position	2
Statement of Revenues and Expenditures	3
Statement of Changes in Net Assets	4
Notes to Financial Statements	5
Schedule of Revenues and Expenses (Campground) <i>(Schedule 1)</i>	6
Schedule of Revenues and Expenses (Conventions) <i>(Schedule 2)</i>	7

SOOKE COMMUNITY ASSOCIATION
Financial Statements
Year Ended October 31, 2013
(Unaudited - See Notice To Reader)

SOOKE OFFICE
102-6661 Sooke Rd
Sooke, BC V9Z 0A1
tel: 250.642.5277
fax: 250.642.4047
jamiesonco.com

VICTORIA OFFICE
550-2950 Douglas St
Victoria, BC V8T 4N4
tel: 250.370.1067
fax: 250.370.1073
info@jamiesonco.com

NOTICE TO READER

On the basis of information provided by management, we have compiled the statement of financial position of Sooke Community Association as at October 31, 2013 and the statements of revenues and expenditures and changes in net assets for the year then ended.

We have not performed an audit or a review engagement in respect of these financial statements and, accordingly, we express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

Sooke, British Columbia
December 2, 2013

Jamieson Irwin & Associates
Chartered Accountants

SOOKE COMMUNITY ASSOCIATION

Statement of Financial Position

October 31, 2013

(Unaudited - See Notice To Reader)

	2013	2012
Assets		
Current		
Cash	\$ 84,619	\$ 67,736
Term deposits	132,913	131,766
Accounts receivable	11,188	744
Inventory	6,205	6,391
Prepaid expenses	8,958	8,914
	243,883	215,551
Capital assets (Note 3)	1,288,009	1,226,991
	\$ 1,531,892	\$ 1,442,542
Liabilities and Net Assets		
Current		
Accounts payable and accrued liabilities	\$ 3,898	\$ 2,681
Sales taxes payable	981	8,357
Deferred income	9,333	9,333
	14,212	20,371
Net Assets		
Invested in capital assets	1,288,009	1,226,991
Internally restricted	4,170	4,055
Unrestricted	225,501	191,125
	1,517,680	1,422,171
	\$ 1,531,892	\$ 1,442,542

ON BEHALF OF THE BOARD

Director

Director

See accompanying notes to financial statements.

JAMIESON IRWIN & ASSOC.

Chartered Accountants

jamiesonco.com

SOOKE COMMUNITY ASSOCIATION
Statement of Revenues and Expenditures
Year Ended October 31, 2013

(Unaudited - See Notice To Reader)

	2013	2012
Revenues		
Campground	\$ 140,727 ✓	\$ 114,600
Conventions	7,500 ✓	13,866
Grant	28,000 ✓	28,000
Interest income	1,556 ✓	854
Other income	19,013 ✓	23,807
Rental income	19,078 ✓	11,393
	215,874	192,520
Expenditures		
Advertising	316	1,444
Bar supplies	5,709	7,006
Campground expenses (schedule 2) ✓	53,603 ✓	44,465
Conventions (schedule 2) ✓	899	3,207
Donations and gifts	745	245
Equipment rentals	-	635
Insurance	12,833	13,094
Interest and bank charges	4,437	3,744
Janitor - Community Hall	9,876	11,296
Janitorial supplies - Community Hall	379	1,120
Licenses and dues	284	279
Office supplies	487	478
Professional fees	2,829	2,920
Repairs and maintenance - Community Hall	5,818	9,815
Scholarships	500	500
Souvenirs	360	2,520
Supplies - other	1,216	222
Treasurer fees	9,600	9,600
Utilities	10,474	11,350
	120,365	123,940
Excess of revenues over expenditures before capital asset expenditures	95,509	68,580
Capital asset expenditures	61,018	32,395
Excess of revenues over expenditures	\$ 34,491	\$ 36,185

See accompanying notes to financial statements.

JAMIESON IRWIN & ASSOC.

Chartered Accountants

jamiesonco.com

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SOOKE COMMUNITY ASSOCIATION

Statement of Changes in Net Assets

Year Ended October 31, 2013

(Unaudited - See Notice To Reader)

	Invested in Capital Assets	Internally Restricted	Unrestricted	2013	2012
Net assets -					
beginning of year	\$ 1,226,991	\$ 4,055	\$ 191,125	\$ 1,422,171	\$ 1,353,591
Excess of					
revenues over					
expenditures	-	(385)	34,876	34,491	36,185
Interfund transfer	-	500	(500)	-	-
Additions to capital					
assets	61,018	-	-	61,018	32,395
Net assets - end of					
year	\$ 1,288,009	\$ 4,170	\$ 225,501	\$ 1,517,680	\$ 1,422,171

See accompanying notes to financial statements.

JAMIESON IRWIN & ASSOC.

Chartered Accountants

jamiesonco.com

SOOKE COMMUNITY ASSOCIATION

Notes to Financial Statements

Year Ended October 31, 2013

(Unaudited - See Notice To Reader)

1. Description of operations

Sooke Community Association (the "Association") is incorporated under the Society Act (British Columbia) and its principal purposes are to provide recreational, cultural and other services and facilities to the community. The Association is a not-for-profit organization and is exempt from income tax.

2. Summary of significant accounting policies

Inventories

Inventories are stated at estimated cost.

Capital assets

Capital assets are recorded as valued by the Board of Directors in 1970. Capital assets purchased since this date are first charged to expense in the current period, and are then shown as an addition to capital assets in the statement of changes in net assets.

3. Capital assets

	2013	2012
Land	\$ 44,938	\$ 44,938
Land and improvements (Milnes Landing)	248,232	248,232
Improvements (Sooke River Flats)	441,109	392,631
Building (Sooke Community Hall)	440,908	434,082
Furniture and equipment	112,822	107,108
	\$ 1,288,009	\$ 1,226,991

4. Credit card facility

The Association has an unsecured credit card facility in the amount of \$10,000 that bears interest at 18.50% per annum. At year end, all of the credit card facility remained unused.

5. Internally restricted net assets

In 2004, the Association's Board of Directors internally restricted \$3,600 of unrestricted net assets to be held in a special fund, the Eric Michelsen Trust Fund. These funds, plus the interest earned on these funds, are to be used to fund scholarships for eligible graduates of Edward Milne Community School.

SOOKE COMMUNITY ASSOCIATION
Schedule of Revenues and Expenses (Campground)
Year Ended October 31, 2013
(Unaudited - See Notice To Reader)

(Schedule 1)

	2013	2012
Revenues	\$ 140,727	\$ 114,600
Expenditures		
Advertising	1,277	1,328
Caretaker fees	23,701	23,777
Equipment Rental	178	-
Food supplies	926	199
Janitor supplies	2,340	1,654
Licenses and dues	416	314
Office supplies	1,359	836
Repairs and maintenance	7,648	4,910
Supplies	425	1,467
Telephone	1,980	1,101
Utilities	13,160	8,433
WCB expense	193	446
	53,603	44,465
Excess of revenues over expenditures	\$ 87,124	\$ 70,135

See accompanying notes to financial statements.

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JAMIESON IRWIN & ASSOC.

Chartered Accountants

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SOOKE COMMUNITY ASSOCIATION
Schedule of Revenues and Expenses (Conventions)
Year Ended October 31, 2013
(Unaudited - See Notice To Reader)

(Schedule 2)

	2013	2012
Revenues	\$ 7,500	\$ 13,866
Expenditures	899	3,207
Food supplies		
Excess of revenues over expenditures	\$ 6,601	\$ 10,659

See accompanying notes to financial statements.

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JAMIESON IRWIN & ASSOC.

Chartered Accountants

jamiesonco.com



Sooke Region Museum

Operated by the Sooke Region Historical Society

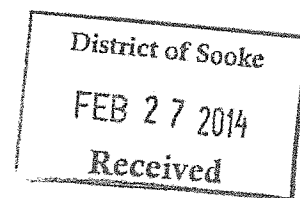
Mailing Address: Box 774, Sooke, BC V9Z 1H7

Street Address: 2070 Phillips Rd. Sooke, BC V9Z 0Y3

P. 250-642-6351 F. 250-642-7089

info@sookeregionmuseum.com

Year End Report (2013)to District of Sooke
Category C Funding for Visitor Centre
February 2014



Dear Council,

The Sooke Region Historical Society would like to thank the District of Sooke for your ongoing support of the operation of the Visitor Centre at the Sooke Region Museum. For over 30 years the Centre has provided information to visitors and residents alike about our region, in person, via phone, fax, email, social media, web and mail. Working with partners in the community like SRTA, the Chamber and the many tourism operators we are able to help the community by providing current, accurate and timely information.

The Centre is officially recognized by the province of BC as the Visitor Centre for the region. This means that all staff and volunteers working have been trained and accredited to standards set up by the province and have received their Travel Counselor Certificate. We provide monthly statistical reports to the province and follow their guidelines in regards to everything from display space, logo usage, staff uniforms, washroom, etc. They provide us with materials and financial support.

This past year we had 3 summer students funded in part through two federal government grants in addition to 1 part-time student in the off season, the four regular museum staff and 5 volunteers all accredited to work in the Centre (note, we have additional staff and volunteers contributing to the success of the operations by providing everything from maintenance, to programming and fundraising assistance, but are not accredited to work as travel counselors).

The Visitor Centre was open for 2535 hours in 2013 and responded to 12,907 requests for information (see attached statistical sheets for further details). Number of visitors increased by 7.5% from 2012. Same day visitors continue to be the largest segment of all visitors to our region. The outdoors, parks, beaches, nature, ocean are the main draw for visitors. As is typical with most tourism, people from nearby make up the largest sector of visitors with BC and Alberta making up about half of the visitors. US visitors were next and European visitors were close behind. It is important to note that these stats are only reflective of the people that specifically asked questions of the Visitor Centre and may not reflect the overall visitor numbers to the region or the people that came into the museum but did not request information of the staff.

Patricia Handy, the Centre Manager continues to also regularly update our online Calendar of Events. This calendar has been online for ten years and is aimed at providing visitors with information on the region. We are currently doing some upgrades to our website and as part of this we will be changing over the type of calendar to better serve its users.

The Visitor Centre is an important part of the operation of the Museum. The support we receive from the District of Sooke is crucial to the success of the operation. We believe that our existing infrastructure allows the Centre to function at an extremely cost effective manner for the community. Adding to our core responsibility of tell about our regions past, talking about the present, as a natural value added task. We hope that you feel that we give excellent value for the funding you provide.

Issues of Concern

A few common concerns continue to be raised by some visitors:

Highway Signage; there continues to be a problem with people missing the turn onto Hwy 14 at the Veterans Memorial. During the high season we get 3 – 4 comments a week about how they missed the turn and ended up getting lost. The Visitor Centre has mentioned this to the Ministry, but it might be useful for council to consider adding their voice.

Mid to Lower Priced Accommodation; Two request commonly come up, a family friendly motel type facility and a hostel.

Water Access; within the DOS there is still limited access to the ocean. We do promote the Spit and the Boardwalk heavily. There is an expectation of a waterfront fishing village from many of our visitors.

Highway 14; the number of negative comments about the highway have reduced, but they do crop up from time to time.

We look forward to continuing to work with the DOS to help locals and visitors alike learn more about the resources we have in the region.

Sooke Region Historical Society

Sooke Region Museum & Visitor Centre Income Statement Visitor Centre 2013

REVENUE

Federa Student Grant	11,825	
Grants - Provincial - Tourism	18,210	
District of Sooke	20,400	
TOTAL - GRANTS		50435
Racking Fees		2160
Total Revenues		52595

EXPENSE

Admininstration

Dues	150	
Bank Service Charges	7	
Milage - Staff	322	
Maintenance - Buildings	348	
misc	13	
Photocopier - operating	129	
Office Equipment Purchases	162	
Office Supplies	93	
		1223

Utilities

Disposal	881	
Hydro	882	
Water	234	
Security	80	
		2077

Communications

fax	464	
internet	636	
phone	501	
Toll Free	127	
Postage	225	
		1953

Insurance	2,000	2000
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Staff - Training/Development	1,129	1129
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Wages

Wages	42,388	
Wages - CPP Expense	1,468	
Wages - E.I. Expense	956	
Wages - WCB Expense	95	
Benefits	1,200	
Total salary related expenses		46107

Total Expenses		54489
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Balance		-1894
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SOOKE REGION HISTORICAL SOCIETY
Financial Statements
Year Ended October 31, 2013
(Unaudited)

SOOKE REGION HISTORICAL SOCIETY
Index to Financial Statements
Year Ended October 31, 2013
(Unaudited)

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FINANCIAL STATEMENTS	
Statement of Financial Position	2
Statement of Operations	3
Statement of Changes in Net Assets	4
Statement of Cash Flow	5
Notes to Financial Statements	6 - 10

Stefan Gashus, CPA-CA, CISA

5230 Rambler Road
Victoria, BC
V8Y 2H5

Telephone: (250) 589-7511
Email: stefan@gashus.com

REVIEW ENGAGEMENT REPORT

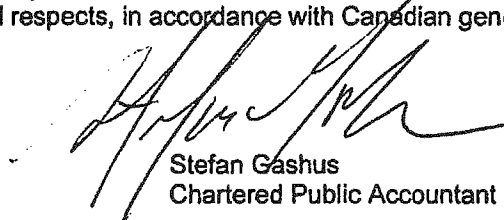
To the Members of Sooke Region Historical Society

I have reviewed the statement of financial position of Sooke Region Historical Society as at October 31, 2013 and the statements of operations, changes in net assets and cash flow for the year then ended. My review was made in accordance with Canadian generally accepted standards for review engagements and accordingly consisted primarily of enquiry, analytical procedures and discussion related to information supplied to me by the society.

A review does not constitute an audit and consequently I do not express an audit opinion on these financial statements.

Based on my review, nothing has come to my attention that causes me to believe that these financial statements are not, in all material respects, in accordance with Canadian generally accepted accounting principles.

Victoria, BC
January 22, 2014



Stefan Gashus
Chartered Public Accountant

SOOKE REGION HISTORICAL SOCIETY

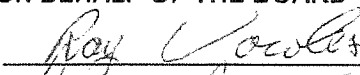
Statement of Financial Position

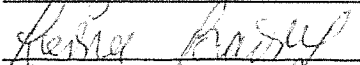
October 31, 2013

(Unaudited)

	2013	2012
ASSETS		
CURRENT		
Cash	\$ 91,365	\$ 133,542
Marketable securities	13,141	12,758
Inventory	35,125	36,810
Accounts receivable	5,435	-
	145,066	183,110
CAPITAL ASSETS (Note 3)	4,000,507	3,973,072
INTERNALLY RESTRICTED CASH (Note 5)	101,502	34,808
	\$ 4,247,075	\$ 4,190,990
LIABILITIES AND NET ASSETS		
CURRENT		
Accounts payable	\$ 17,899	\$ 17,574
Goods and services tax payable	1,360	505
	19,259	18,079
DEFERRED CONTRIBUTIONS (Note 4)	120,786	108,537
	140,045	126,616
NET ASSETS		
Unrestricted	5,021	56,494
Invested in capital assets	4,000,507	3,973,072
Internal restricted funds (Note 5)	101,502	34,808
	4,107,030	4,064,374
	\$ 4,247,075	\$ 4,190,990

ON BEHALF OF THE BOARD

 Director

 Director

See accompanying notes to financial statements.

SOOKE REGION HISTORICAL SOCIETY**Statement of Operations****Year Ended October 31, 2013***(Unaudited)*

	2013	2012
REVENUES		
Amortization of Deferred Revenue (Note 4)	\$ 16,945	\$ 8,672
Donations	73,637	9,627
Fundraising	14,215	13,694
Giftshop	82,978	82,540
Government Grants and Funded Programmes (Note 6)	74,879	106,490
Membership	810	985
Public Program and Exhibitions	3,107	7,066
Tax Levies	157,840	154,740
	424,411	383,814
EXPENSES		
Administration	5,577	4,077
Amortization	25,873	24,776
Exhibits, Curatorial and Conservation	14,493	7,333
Fundraising	4,681	5,335
Gift Shop	46,513	45,327
Insurance	12,760	12,295
Interest and bank charges	4,096	2,985
Management remuneration	60,000	60,000
Office	8,372	10,570
Professional fees	5,698	6,130
Program	2,449	11,387
Repairs and maintenance	14,847	28,169
Salaries and wages	166,697	151,774
Supplies	13	245
Telephone	1,015	2,315
Utilities	13,121	17,841
	386,205	390,559
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES FROM OPERATIONS	38,206	(6,745)
Investment Income	950	3,697
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 39,156	\$ (3,048)

SOOKE REGION HISTORICAL SOCIETY**Statement of Changes in Net Assets****Year Ended October 31, 2013***(Unaudited)*

	Unrestricted	Invested in Capital Assets	Internal Restricted Funds	2013	2012
NET ASSETS - BEGINNING OF YEAR	\$ 56,494	\$ 3,973,072	\$ 34,808	\$ 4,064,374	\$ 4,066,222
Excess of revenues over expenses	39,156	-	-	39,156	(3,048)
Contribution of artifacts	-	3,500	-	3,500	1,200
Capital Assets additions	(49,808)	49,808	-	-	-
Amortization	25,873	(25,873)	-	-	-
Internal Board fund restrictions (Note 5)	(66,694)	-	66,694	-	-
NET ASSETS - END OF YEAR	\$ 5,021	\$ 4,000,507	\$ 101,502	\$ 4,107,030	\$ 4,064,374

See accompanying notes to financial statements.

SOOKE REGION HISTORICAL SOCIETY**Statement of Cash Flow****Year Ended October 31, 2013***(Unaudited)*

	2013	2012
OPERATING ACTIVITIES		
Excess (deficiency) of revenues over expenses	\$ 39,156	\$ (3,048)
Items not affecting cash:		
Amortization of property, plant & equipment	25,872	24,776
Amortization of deferred revenue	(16,945)	(8,672)
	48,083	13,056
Changes in non-cash working capital:		
Marketable securities	(385)	2,443
Inventory	1,685	(35)
Accounts payable	326	2,304
Deferred contributions	29,194	10,039
Account receivable	(5,435)	443
GST payable (receivable)	855	(832)
	26,240	14,362
Cash flow from operating activities	74,323	27,418
INVESTING ACTIVITY		
Purchase of capital assets	(49,806)	(6,096)
Cash flow used by investing activity	(49,806)	(6,096)
INCREASE IN CASH FLOW	24,517	21,322
Cash - beginning of year	168,350	147,028
CASH - END OF YEAR	\$ 192,867	\$ 168,350
CASH FLOW SUPPLEMENTARY INFORMATION		
CASH CONSISTS OF:		
Cash	\$ 91,365	\$ 133,542
Restricted cash - Endowment Funds	101,502	34,808
	\$ 192,867	\$ 168,350

SOOKE REGION HISTORICAL SOCIETY

Notes to Financial Statements

Year Ended October 31, 2013

(Unaudited)

1. DESCRIPTION OF OPERATIONS

The Society is incorporated under the Society Act of British Columbia. The purpose of the Society is to establish and maintain a Museum which gathers, preserves, and communicates information, records, and objects of educational, historical and cultural value associated with the area for public enjoyment. The Society is a registered charity, and is exempt from tax under the provisions for non-profit entities in the Income Tax Act.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Society follows the accounting standards for not-for-profit organizations as laid out by the Canadian Institute of Chartered Accountants.

Revenue recognition

The Society uses the deferral method of accounting for contributions whereby externally restricted contributions are recognized as revenue in the same period in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when the Society has a claim on receipt. Gift shop revenues are recognized when title passes to the customer, which generally coincides with the delivery and acceptance of goods.

Inventory

Inventory, which consists of gift shop items held for sale, are carried at the lower of cost and net realizable value. Cost is determined on a first-in, first-out basis.

Capital assets

The building is carried at a cost that was established by the Board, based on appraised value for insurance purposes in 1997, the time the society adopted generally accepted accounting principals for not-for-profit organizations. Amortization is not being provided on this value. Building additions since 1997 are subject to amortization.

Additions to artifacts are capitalized based on appraised fair market value. Items greater than \$ 1,000 in value, for which an income tax receipt is issued, are subject to independent appraisal. All other assets are capitalized at acquisition cost. Certain buildings and fixtures and the capitalized artifacts are not amortized as they are considered to be part of the historical presentation with no loss of value over time. Amortization is provided on depreciable assets as follows

Buildings and Lighthouse	20 years	straight-line method
Equipment	5 years	straight-line method
Computer software	1 year	straight-line method
Web Design	5 years	straight-line method

During the year of acquisition one-half of the usual rate of amortization is used

Donated materials and services

The value of donated materials, except for additions to the collection, and the value of donated services are not recorded in these financial statements.

(continues)

SOOKE REGION HISTORICAL SOCIETY

Notes to Financial Statements

Year Ended October 31, 2013

(Unaudited)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Financial instruments

The Society follows the recommendations of the Canadian Institute of Chartered Accountants ("CICA") under CICA Handbook Section 3855, Financial Instruments - Recognition and Measurement and CICA Section 3861, Financial Instruments - Disclosure and Presentation. Under these standards, all financial assets and liabilities are classified into one of the following five categories: held for trading, held-to-maturity, loans and receivables, available-for-sale financial assets or other financial liabilities. Held for trading financial investments are measured at fair value and all gains and losses are included in net income in the period in which they arise. Available-for-sale financial instruments are measured at fair value with revaluation gains and losses included in fund balance. Loans and receivables, held-to-maturity financial investment and other financial liabilities are measured at amortized cost using the effective interest rate method. The Society has designated its financial assets and liabilities as follows:

Financial Assets

(i) Held for trading:

Cash – The Society has designated cash as held for trading and recorded at fair value.

(ii) Available-for-sale and held to maturity:

The Society does not currently hold any financial assets classified as available for sale or held to maturity.

(iii) Loans and receivables:

Accounts receivable – Accounts receivable are recorded at amortized cost less any impairment losses recognized and approximate their fair values due to the relatively short periods to maturity.

Financial Liabilities

(iv) Held for trading:

The Society does not currently hold any financial liabilities classified as held for trading.

(v) Other financial liabilities:

Accounts payable and accrued liabilities – Accounts payable and accrued liabilities are recorded at amortized cost and approximate their fair value due to relatively short periods to maturity.

Measurement uncertainty

The preparation of financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Such estimates are periodically reviewed and any adjustments necessary are reported in earnings in the period in which they become known. Actual results could differ from these estimates.

Allocated expenses

The society allocates expenses between the different programs as follows:

Wages and benefits are allocated based on hours worked by employees

Supplies and services consumed are allocated based on specific cost where determinable

Insurance and utilities are allocated to the Visitor Information Centre based on the relative floor space used

Facility costs are not allocated to the Gift Shop

SOOKE REGION HISTORICAL SOCIETY**Notes to Financial Statements****Year Ended October 31, 2013***(Unaudited)***3. CAPITAL ASSETS**

	Cost	Accumulated amortization	2013 Net book value	2012 Net book value
Land	\$ 367,649	\$ -	\$ 367,649	\$ 367,649
Artifacts Collection	2,779,829	-	2,779,829	2,776,329
Buildings not subject to amortization	626,400	-	626,400	626,400
Building improvements subject to amortization	450,111	243,036	207,075	178,529
Equipment	58,928	54,964	3,964	4,955
Signage and Murials	36,200	20,610	15,590	19,210
Computer software	8,130	8,130	-	-
	\$ 4,327,247	\$ 326,740	\$ 4,000,507	\$ 3,973,072

SOOKE REGION HISTORICAL SOCIETY

Notes to Financial Statements

Year Ended October 31, 2013

(Unaudited)

4. DEFERRED CONTRIBUTIONS

Memorial donations are restricted by the donors to be used at the discretion of the Board for expenditures that commemorate and communicate the history of the Sooke Region.

The Provincial Tourism Grant is a grant received in 2006 from BC Tourism towards the development of website and calendar of event for the Visitor Information Centre. The balance in the account represents the unamortized balance of the contributions, to be amortized over the useful life of the related capital assets

The lighthouse project capital contributions are made up of cash donations, a grant from Human Resources Development Canada, and a grant from the Gaming Policy and Enforcement Branch of the provincial government. The balance in the account represents the unamortized balance of the contributions, to be amortized over the useful life of related capital assets.

The Signage and Interpretation is a grant from BC Gaming Policy and Enforcement Branch for interpretive heritage signage and exhibit. The balance in the account represents the unamortized balance of the contributions, to be amortized over the useful life of the related capital assets.

The HRDC grant: Pavilion and storage is a grant from Human Resources Development Canada and was approved for a total of \$ 54,020 for the purpose to enhance resources and facilities available to the community through the provision of upgrades to the Sooke Region Museum and the creation of a fine art program. The balance in the account represents the unamortized balance of the contributions, to be amortized over the useful life of the related capital assets.

The HRDC grant re collections is for the purchase of certain items, materials and supplies related to the cataloguing of the museum's artifact and archival collections. The balance in the account represents the unamortized balance of the contributions, to be amortized over the useful life of the related capital assets.

A Federal Heritage grant of \$31,050 was received in 2012 for general museum operations, \$8,000 of which was deferred for future expenditures, incurred in 2013.

A Federal Grant (Western Diversification) of \$27,500 was received in 2013 and used for building improvements.

		Opening	Contributions	Revenue	Closing
Memorial donations	\$	17,227	\$ 1,694	\$ -	\$ 18,921
Federal Grant - WD project		-	27,500	1,375	26,125
Lighthouse project - capital		32,658	-	2,724	29,934
Signage and interpretations		19,213	-	2,520	16,693
HRDC grant: Pavillion and storage		31,440	-	2,327	29,113
Federal grant re collections		8,000	-	8,000	-
	\$	108,538	\$ 29,194	\$ 16,946	\$ 120,786

SOOKE REGION HISTORICAL SOCIETY**Notes to Financial Statements****Year Ended October 31, 2013***(Unaudited)*

5. INTERNALLY RESTRICTED FUNDS

Cash at October 31, 2013 which is internally restricted at the discretion of the Board of Directors:

Memorial Donations	\$18,921
Capital Contingencies	<u>\$82,581</u>
Total:	\$101,502

In 2011 and prior periods, the terms of the local government tax levy received annually by the Society, required an annual amount of \$25,500 be contributed on the condition that it be used to fund an endowment fund, the principal of which was to be set aside in perpetuity and the income from which may be used to fund future operations. The requirement for any such endowment fund was eliminated by local government bylaw in 2012.

6. GOVERNMENT GRANTS AND FUNDED PROGRAMS

	2013	2012
Federal CMAYCanadaWorks	\$ 15,569	\$ 14,730
Federal Heritage Grant	-	23,050
Provincial CSB (Arts Council)	20,700	23,000
Provincial - Tourism	18,210	25,710
Municipal	20,400	20,000
	<u>74,879</u>	<u>106,490</u>

Visitor Centre Network Statistics Program Year Over Year Report 2014

SOOKE

Start Date: 01/01/2012

End Date: 31/12/2013

Parties Per Hour	January	February	March	Q1 Total	April	May	June	Q2 Total	July	August	September	Q3 Total	October	November	December	Q4 Total	TOTAL
2013	0.41	0.86	1.18	0.85	1.60	2.28	3.62	2.55	5.29	5.29	3.51	4.71	1.54	0.70	0.30	0.91	2.44
% change 2013 - 2012	-6.8%	25.5%	-2.3%	4.3%	13.4%	6.7%	23.4%	15.1%	14.9%	5.3%	-9.2%	4.6%	-5.6%	0.0%	-5.9%	1.9%	6.8%
2012	0.44	0.69	1.21	0.82	1.41	2.14	2.93	2.21	4.60	5.02	3.87	4.51	1.63	0.70	0.32	0.89	2.29

Total Hours	January	February	March	Q1 Total	April	May	June	Q2 Total	July	August	September	Q3 Total	October	November	December	Q4 Total	TOTAL
2013	152.00	184.00	208.00	544.00	200.00	247.00	240.00	687.00	248.00	248.00	240.00	736.00	216.00	200.00	152.00	568.00	2,535.00
% change 2013 - 2012	1.3%	-8.0%	-3.7%	-3.9%	4.2%	-0.4%	0.0%	1.0%	0.0%	0.0%	0.0%	0.0%	22.7%	0.0%	-5.0%	6.0%	0.7%
2012	150.00	200.00	216.00	566.00	192.00	248.00	240.00	680.00	248.00	248.00	240.00	736.00	176.00	200.00	160.00	536.00	2,518.00

Total Parties	January	February	March	Q1 Total	April	May	June	Q2 Total	July	August	September	Q3 Total	October	November	December	Q4 Total	TOTAL
2013	62	158	245	465	319	562	869	1,750	1,312	1,312	843	3,467	332	139	45	516	6,198
% change 2013 - 2012	-6.1%	15.3%	-6.1%	0.2%	17.7%	6.0%	23.4%	16.3%	14.9%	5.3%	-9.2%	4.6%	15.7%	-0.7%	-11.8%	7.9%	7.5%
2012	66	137	261	464	271	530	704	1,505	1,142	1,246	928	3,316	287	140	51	478	5,763

Total Visitors	January	February	March	Q1 Total	April	May	June	Q2 Total	July	August	September	Q3 Total	October	November	December	Q4 Total	TOTAL
2013	98	294	540	932	639	1,215	1,804	3,658	2,807	2,968	1,758	7,533	673	275	90	1,038	13,161
% change 2013 - 2012	-19.0%	12.6%	-7.5%	-3.5%	6.7%	13.0%	19.9%	15.1%	1.3%	4.0%	-8.7%	-0.3%	16.4%	-1.8%	-4.3%	9.0%	4.0%
2012	121	261	584	966	599	1,075	1,505	3,179	2,772	2,854	1,926	7,552	578	280	94	952	12,649

Total Buses	January	February	March	Q1 Total	April	May	June	Q2 Total	July	August	September	Q3 Total	October	November	December	Q4 Total	TOTAL
2013	0	0	0	0	1	1	4	6	4	7	0	11	0	0	0	0	17
% change 2013 - 2012	-100.0%	-100.0%	-100.0%	-100.0%	0.0%	0.0%	500.0%	300.0%	-100.0%	-100.0%	450.0%	450.0%	-100.0%	-100.0%	-100.0%	-100.0%	183.3%
2012	0	1	2	3	0	1	0	1	1	0	1	2	0	0	0	0	6

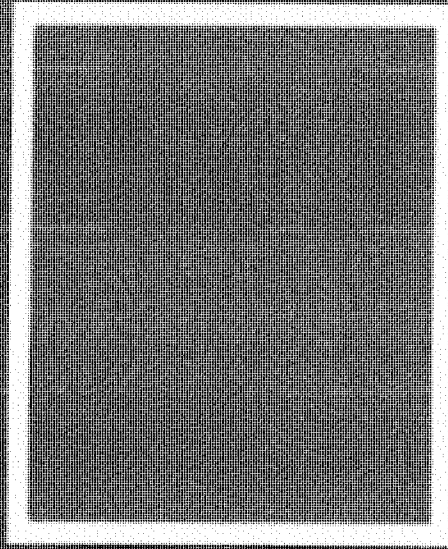
Visitor Centre Network Statistics Program 2014

SOOKE

Start Date: 01/01/2013

End Date: 31/12/2013

MONTHLY TOTAL	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	TOTAL
Administration Parties/Hour	0.00	0.00	0.00	0.01	0.00	0.02	0.02	0.03	0.00	0.00	0.00	0.00	0.01
# of hours	152.00	184.00	208.00	200.00	247.00	240.00	248.00	248.00	240.00	216.00	200.00	152.00	2,535.00
# of parties	62	158	245	319	562	869	1,312	1,312	843	332	139	45	6,198
# of visitors	98	294	540	639	1,215	1,804	2,807	2,968	1,758	673	275	90	13,161
# of buses	0	0	0	1	1	4	4	7	0	0	0	0	17
Visitor Origin	61	156	239	310	543	817	1,180	1,115	805	325	137	45	5,733
Local Resident	17	27	28	36	57	70	82	52	33	27	29	11	469
BC	26	52	98	92	155	183	290	275	175	80	36	16	1,488
Alberta	2	18	35	69	53	65	137	141	72	18	12	1	623
Other Canada	7	36	33	50	67	112	168	119	117	51	17	3	780
Washington	1	5	7	16	31	29	56	52	40	22	15	3	277
California	2	2	1	6	9	26	34	36	22	15	2	0	155
Other US/Mexico	1	1	9	22	61	117	157	165	147	41	5	3	729
Europe	4	10	16	13	84	175	221	238	172	49	9	5	996
Asia/Australia	1	4	9	5	19	25	23	23	23	12	11	3	158
Other	0	1	3	1	7	15	12	14	4	0	1	0	58
Nights in Community	43	127	207	264	473	690	1,083	1,016	732	286	108	34	5,043
Same day	32	96	147	175	312	374	499	521	458	183	70	21	2,888
1	3	5	9	23	42	84	137	136	91	36	5	2	573
2	3	8	19	26	41	97	165	158	74	23	4	3	621
3	1	4	13	19	41	40	122	92	47	18	8	5	410
4-6 (1 week)	3	10	14	14	29	56	101	88	48	22	15	2	402
7-13 (2 weeks)	0	1	3	5	5	17	18	12	6	3	0	1	71
14+	1	3	2	2	3	22	21	9	8	1	6	0	78
Information Requested	113	291	489	572	1,097	1,664	2,795	3,098	1,607	789	287	95	12,907
Accommodation	4	11	9	27	43	89	155	171	78	35	5	1	628
Adventure Recreation	19	30	58	61	111	108	177	331	160	66	21	7	1,149
Attractions / Tours	15	48	88	97	158	109	143	223	232	121	44	20	1,298
Maps / Directions	36	82	148	161	312	438	748	802	490	234	100	33	3,582
Events / Conferences	2	2	2	0	13	21	39	35	9	10	8	0	141
Food / Beverage	7	29	48	58	132	193	299	334	175	84	22	7	1,388
Transportation	2	9	11	9	21	40	53	77	46	20	5	2	295
Shopping	1	3	7	8	14	33	24	57	20	5	0	2	174
Parks	15	49	82	98	192	387	735	663	274	159	52	14	2,720
First Nations	1	0	0	0	1	5	6	13	3	2	3	0	34
Community Services	2	3	5	10	21	34	66	64	22	7	7	2	243
Investment/Moving	0	1	10	3	9	3	10	14	12	8	5	2	77
Site Facilities (e.g. Washrooms)	3	10	15	11	34	97	140	121	63	15	15	4	528
Other	6	14	6	29	36	107	202	193	23	23	10	1	650
Community Specific Info	3	16	14	28	55	88	174	144	79	29	10	4	644
Circle Route	3	12	13	19	49	83	155	126	65	28	9	4	564
Avatar Grove	0	3	1	7	5	4	9	9	5	2	1	0	46
Laundromat	0	1	0	2	1	1	10	9	9	1	0	0	34



SOOKE REGION
CHAMBER OF COMMERCE:
2013 ANNUAL REPORT

Presented to: District of Sooke
Date: March 31, 2014

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Introduction

Celebrating its 65th anniversary in 2013, the Sooke Region Chamber of Commerce went through a tremendous evolution as it re-examined its core mission, values, competencies and mandate.

An organizational re-structuring occurred at the Chamber with changes being made at the staffing level along with a shuffle of board members and director responsibilities. Through this process the Chamber's executive committee took a series of actions to sync the organization with the needs and realities of an evolving business community.

The first critical step was for the Chamber to redefine its core purposes, which is identified to be:

- a supportive resource for local businesses to achieve greater success
- to facilitate new economic development opportunities
- to foster positive business relationships with the community
- to constructively influence public policy and governments in supporting free enterprise

Through these actions and change in focus, the Chamber created a new relationship with the District of Sooke which is best described as a partnership. This partnership is based on a supportive, professional and respectful relationship which is driven by clear communication and mutually beneficial strategic goals for the Sooke region.

As part of this new arrangement, the District of Sooke granted a Fee-for-Service Agreement and funding to the Chamber in August 2013 to perform economic development services, broadly defined as follows:

1. Identify, attract and pursue new economic ventures and business investment opportunities in the Sooke area, in order to broaden the commercial and industrial tax base of the District;
2. Actively promote the economic opportunity of the Sooke area in other regions in order to attract new investment;
3. Provide business information for the District to attract new economic development opportunities;
4. Consistent with the main principles above, the Chamber will execute those activities, as budget dictates, which include but are not limited to the following:
 - Provide information to potential investors and help match investors with local investment opportunities.
 - Participate, as budget permits, in external and regional marketing initiatives to attract new business ventures and capital to the Sooke area, after receiving approval of the District.
 - Provide a referral service to federal, provincial, and municipal officials and community organizations.

Existing Portfolios & 2013 Work Plan

A crucial aspect of the Chamber's purpose in 2013 was the need to maintain its existing services which included, but were not limited to, the following:

- Facilitating business education sessions and networking events
- Creating business coaching, information and counselling services
- Communicating with existing members, prospective members and the general business community via the Chamber website and e-newsletters
- Advocating on behalf of the Sooke region business community at large
- Promoting the Sooke "Shop Local" campaign to consumers using business advertisements and profiles in the media
- Providing health, dental, medical coverage opportunities to member businesses via the Chamber Group Insurance Program

The continuation of these mainstay activities were paramount (particularly through the transition period between boards and staff), in order to maintain momentum and to provide the level of service and value added benefit to the Sooke region business community that they have come to rely on.

Based on the above-mentioned, a work plan for the balance of 2013 was created to help guide the board members as well as to provide clarity to the business community and local government on the upcoming Chamber activities.

A key part of the 2013 work plan was for the Chamber's new executive committee and board to not only maintaining existing portfolio's, but also begin planning new required portfolios which were identified to have the best potential for expansion, and had deliverables that could provide the greatest return-on-investment for Sooke.

These new required portfolios would form a credible strategic plan that would be process-driven, inclusive of all players, and one which could identified the necessary financial, moral and corporate resources that will be required for implementation.

The 2013 work plan was:

Month of July 2013

- Reconcile and re-organize Chamber office's physical files, database and bookkeeping
- Update Chamber's existing website with current event and member information
- Host Chamber networking event
- Begin planning of required new portfolios
- Present Chamber's 2013 Corporate Plan to District Municipality and secure 2013 funding

Month of August 2013

- Find more appropriate Chamber office location
- Hire new administrative staff person for Chamber office

-
- Establish a regular external communication path with members via email
 - Host Chamber networking event
 - Re-vitalize Chamber membership packages
 - Continue planning of required new portfolios
 - Determine objectives of Chamber's 2014 strategic plan

Month of September 2013

- Coordinate "Shop Local" advertising campaign using local media (ex: newspapers)
- Maintain relevant external communication path with members via email
- Hold member recruitment drive
- Host Annual Chamber Golf Tournament
- Align required new portfolios with the development of Chambers 2014 strategic plan

Month of October 2013

- Coordinate "Shop Local" advertising campaign using local media (ex: newspapers)
- Maintain relevant external communication path with members via email
- Begin professional development of new Chamber website & social media platforms
- Host Chamber networking event
- Finalize planning of required new portfolios in coordination with Chambers 2014 strategic plan

Month of November 2013

- Coordinate "Shop Local" advertising campaign using local media (ex: newspapers)
- Maintain relevant external communication path with members via email
- Host Chamber networking event
- Continue professional development of new Chamber website & social media platforms
- Begin rolling out new portfolios to the business community

Month of December 2013

- Coordinate "Shop Local" advertising campaign using local media (ex: newspapers)
- Host Chamber's Annual Santa Claus Parade
- Host Chamber's Annual General Meeting and Board Nominations
- Launch new Chamber website and social media platforms
- Present Chamber's 2014 strategic plan (incl. new portfolios) to District Municipality

2013 Deliverables

Although there are literally hundreds of deliverables successfully accomplished by the Chamber in 2013, the following partial list identifies the most impactful to the business community at large:

Administration:

- Secured Chamber Fee-for-service Agreement and received 2013 funding from DoS.
- Hired new Chamber Office Administrator.
- Relocated Chamber office to be more visible and accessible.
- Revamped Chamber membership package.
- Responded to 153 inquiries from visitors and prospective business owners on relocation to Sooke.
- Completed membership audit to find actual membership status is 138 members.
- Developing and launched new Chamber website and social media platforms.
- Completed targeted recruitment of new Board members with specific skills for 2014.

Business Assistance:

- Facilitated RBC Bank's temporary office relocation to #301, 2015 Shields Road.
- Assisted RBC Headquarters in sourcing suitable building options in Sooke for new permanent branch.
- Met with a number of local businesses in response to current Sooke sign bylaw.
- Met with a local manufacturing company regarding securing additional space to expand their operations.
- Wrote 6 separate letters requesting action in regards to correcting the turning restrictions at Townsend Road.
- Met with a number of builder/contractors and tradespeople with concerns that they are being overlooked and not included in tendering processes for large construction projects in Sooke, particularly with most of these projects being coordinated by firms that primarily hire trades/suppliers from outside of Sooke.
- Chamber launched a Group RRSP Program and a Deferred Profit Sharing Program for business members to use within their own organizations.
- A number of important communication pieces were sent to members including:
 - BC Ferries Route/Rate Changes
 - Northern Gateway Updates
 - Greater Victoria/CRD Amalgamation Info
 - New Liquor Law Changes
 - New Workplace Accessibility Funding Info
 - Anti-bullying/Anti-harassment Law Changes
 - DosS Connector Road Forum Info
 - DoS Emergency Preparedness Planning Info
 - Provincial Sales Tax Bulletins
 - Cross-border Shopping Laws for Merchants
 - Free Executive Coaching Opportunities via Royal Roads University

Business Promotions/Marketing/Advertising:

- Held 5 successful monthly Chamber mixers with over 185 attendees in total.
- Held successful 11th Annual Chamber Golf Tournament on Sept 13th with 40 participants.
- Chamber launched our new website (www.sookeregionchamber.com) in late December to rave reviews. It offers a free online directory to all businesses (member and non-members).
- Chamber began Business Member Spotlight series with Sooke News Mirror, which is a 10.5"x3" banner advertisement promoting local Chamber member businesses.
- Chamber sent a tremendous amount of communications out to members bringing awareness and promotion to local business successes, including:
 - Expansion of DFH Real Estate offices on Shields Road

Sooke Voice News business expansion adding Vancouver Island Voice News publication
 New Temporary Location of RBC bank at Mariner's Village
 New staff additions at Academy Academy, HUB Insurance, SEAPARC, Yesaki Sushi & Wine Bar
 Staff retirement and new Branch Manager at TD Bank
 Local realtor Tim Ayres becoming President of Victoria Real Estate Board
 Markus' Restaurant conversion into a new bistro concept
 Sooke Harbour House listed on Conde Naste International Gold List for Accommodations
 Mason Financial, Little Vienna Bakery, Markus Wharfside Restaurant, AdrenaLINE Adventure
 finalists for Vancouver Island Business Excellence Awards held in Nanaimo

Community Activities:

- Chamber ran ad honouring 100th anniversary of Sooke Fire Department in Sooke News Mirror's special edition.
- Provided Sooke Fine Arts Society with a letter of congratulations & support for successful 27th Sooke Fine Arts Show.
- Chamber held a successful Christmas Shopping Campaign throughout December 2103, whereas \$380 worth of "Sooke Dollars" were contributed by 8 local merchants and entered into a draw for residents to win, and then could spend at any of the participating merchants businesses.
- Chamber worked in liaison with Sooke Region Museum in promotion of their Christmas Moss Cottage Display and events, which directly followed the Chamber's Christmas Parade.

Education:

- Launched LiveSmart Energy Efficiency Program to all businesses in Sooke, with a total of 19 businesses signing up for energy audits to be completed.
- Met with an additional provider named Synergy Sustainability Institute regarding complementary energy efficiency programs to the LiveSmart BC program on November 15th.
- With October being "Small Business Month" in BC, Chamber distributed 2013 BC Small Business profile information and statistics from BC Government to Sooke business community.
- Chamber held first Business Education Series course on "Entrepreneurism" at the Sooke Public Library on November 12th. 16 people pre-registered and 24 people attended. Ken Stratford facilitated the hour long workshop and it was very well received by those in attendance.

Economic Development Initiatives:

- Had series of meetings with established Victoria restaurateur to look at suitable Sooke locations for another restaurant.
- Had series of meetings with cruise-line company representatives to establish Sooke as a destination for day-trippers & excursions in 2014.
- Had series of meetings with accessibility organization about promoting Sooke as an eco-destination for people with disabilities.
- Created strategic alliance with 9 south island Chamber of Commerce organizations to share administrative, marketing, and economic development leads for greater regional exposure.
- Met with Chinese consortium of investors who are looking at numerous Vancouver Island investment opportunities, and provided them with an overview of business acquisition, investment, and development opportunities in Sooke.
- Met with Tourism Victoria on profiling Sooke in October 2013 community spotlight program.
- Coordinated an exclusive Shop Sooke Contest on south Vancouver Island through shopsooke.ca promoting Sooke businesses.

- Met with Australian businessman looking at establishing an eco-tourism related business in Sooke region.
- Attended "50 Plus Living Show" in Calgary November 2/3 to do R&D on behalf of Chamber and District. More information will be provided at the December Regular Council meeting.
- Met with group of investors looking at investing many millions of dollars in Sooke to develop a federal government regulated, secure medicinal marijuana growing/processing facility.
- Released Mayor's Advisory Panel on Economic Development's "2013 Business & Residents Survey on Economic Development Report" to our membership. The Chamber received both positive and negative responses from the business community in regards to the survey results, however there was complete agreement that the District's main focus must be specifically on "Town Beautification" and "Supporting Economic Development".
- Sooke Region Chamber of Commerce received front page exposure in Business Examiner Victoria Magazine for its strategic alliance with the South Vancouver Island Chamber Alliance (SVICA) to share administrative, marketing, and economic development leads for greater regional exposure.
- Had meeting on November 14th with Mayor and Royal Roads University lecturer Michael Clouster in regards to establishing an "Incubation Center" in Sooke. This Center would provide an opportunity/environment for artists, inventors, entrepreneurs and business people to cultivate ideas and products in order to take them to the marketplace.
- Chamber reviewed and offered recommendations for changes to the Sooke Town Centre Design Guidelines in order to recommend "architectural theming" for future building facades in downtown core.
- Submitted information on Sooke to Suncruiser Magazine for upcoming community profile encouraging greater visitation and tourism to the Sooke region by boaters, RV'ers, and motorcyclists.
- Met with Calgary-based commercial property management firm looking at expanding their business to the Sooke region through the purchase of a number of Sooke buildings.
- Met with Prestige Hotel regarding conference and convention management initiative and strategy.
- Working with Prestige Hotel to secure major summer conference in Sooke for the Meeting Professionals International Association (MPI). Chamber and Prestige Hotels would like to host 20 delegates from MPI June 20-22, 2014 who represent activity and event management planning functions for some of British Columbia's largest crown corporations, public and privately held companies. The conference would be specifically held to acquaint these key meeting planners with our various local accommodation, conference & convention services, as well as bring awareness to the many local excursion opportunities available in the Sooke region.
- Chamber participated in Mayor's "Promote Sooke Task Force" meetings in collaboration with Sooke Region Tourism Association and Visitor Information Centre regarding possible implementation of a 2% hotel tax through accommodation providers in Sooke.

Chamber recommendations to DoS:

- Keep both Mayor's Advisory Panel on Economic Development & Promote Sooke Task Force active with monthly meetings as a clearinghouse for information, opportunities and public engagement until at least April 2014.
- DoS to provide guidance to new construction projects at St Vincent de Paul & Evergreen Mall with "West Coast" themed architectural design criteria.
- Provide businesses and residents with a dedicated timeframe for sidewalk installations along West Coast and Sooke Roads.
- Organize installation of permanent pole hangers/brackets from Church Road to Ed Macgregor Park to create a community theme and define where downtown core is for visitors and residents.
- Advocate Mariner's Village Phase 2 as viable Sooke option/location to Vancouver Island Regional Library representatives.

- DoS to publicly release the Business and the Resident Surveys on Economic Development conducted by the Mayor's Advisory Panel on Economic Development earlier in 2013.
- DoS to work with the Chamber on developing/refining an architectural design guideline for the downtown core.
- DoS to work the Chamber on a review of the current sign bylaw.
- DoS to consider changing mandate of Community Grants Review Committee to be the clearinghouse for approvals of both community grant applications as well as fee-for-service agreements. Perhaps a name change to Community Grants and Fee for Service Agreement Review Committee would be appropriate.
- DoS to advocate turning restriction changes at Sooke Road & Townsend Road.
- DoS to advocate turning restriction changes at Sooke Road & Church Road (at Mariner's Village intersection).
- DoS to meet with the Chamber and Accumulated Ocean Energy to discuss securing additional manufacturing space at Kaltasin industrial yards.
- DoS to meet with Chamber and a representative for group of investors to discuss feasibility of having a medicinal marijuana facility established in Sooke region.
- Chamber would like to meet with DoS in regards to current construction tendering processes, with possible caveat for mandatory local trade/supplier usage in development/building permit documentation.

2014 Strategic Plan and New Portfolios

Through an intensive consultation process with a wide variety of internal and external stakeholders including; the District of Sooke, the Mayor's Advisory Panel on Economic Development, the Mayor's Promote Sooke Task Force, the CRD, Sooke Region Tourism Association, Sooke Rotary Club, Sooke Community Association, Sooke Family Resource Centre, T'Sou-ke First Nations, Sooke Transition Town Society, Sooke CHI, a number of South Vancouver Island Chamber of Commerces, and a host of local business owners and residents of Sooke; a clear need for new portfolios was determined, which if properly engaged and supported, would bring significant economic and social benefits to the Sooke region in both the short and long terms.

With the assistance of the Chamber board and through the consulting services of an third-party strategic advisor, a 2014 strategic plan was developed encompassing the following new portfolios;

Economic Development Plan - act as an ambassador to attract new investment, businesses and tourism to the Sooke region in order to increase our commercial tax base and provide new growth opportunities in the community. A specific concentration on localized "day-tripper" tourism focused on South Vancouver Island will be an integral part of this portfolio.

Conference & Convention Marketing Plan - effectively brand & market the Sooke region as a destination to host corporate retreats, company AGM's, conferences, conventions, festivals and events, with numerous excursion opportunities available in the area.

Resident Relocation Plan - actively promote the Sooke region as a place to live, work & play for all demographics who are interested in relocating to our community.

Newcomers Club - facilitate monthly get-togethers for relatively new residents to the Sooke region to meet, and invite local community leaders and speakers to talk about the history, the recreation, the volunteer opportunities, local amenities, services and businesses, as well as other topical items that are important to the future of the community and its residents.

Shop Local Campaign - promote the "Better Buy Sooke" campaign to local residents and merchants to educate them on the benefits and numerous options to spend their money in the Sooke region with established local businesses. This includes marketing, advertising, and featuring local businesses through the Chamber website, social and print media formats.

Business Education Series - host monthly information meetings to offer educational opportunities on topical issues such as entrepreneurship, social media usage, small business taxation laws, employee retention, etc to further the skills of local businesses and individuals.

Website, Social Media & Internet Marketing Campaign of the Sooke Region - utilize the full extent of the Chamber's website (www.sookeregionchamber.com) and Twitter & Facebook social media platforms (@sookechamber) to market the Sooke region businesses and community in meaningful ways. This includes establishing the Chamber website as a "one-stop-shop" portal that provides current information, events, opportunities, and links to all things in the Sooke region.

2013 Fiscal Budget

Expenses January 1st to June 30th :

Advertising - \$2,405
Bank Charges - \$384
BC Chamber Conference - \$690
BC Chamber Dues - \$2,766
Board Insurance - \$1,103
Catering - \$3,325
Contract Labour - \$1,800
Events - \$1,281
Miscellaneous Expenses - \$1,940
Office Rent - \$7,764
Office Supplies - \$495
Professional Development - \$537
Telephone/Fax - \$520
Utilities - \$231
Wages - \$14,592

Total to June 30th - \$39,833

Expected Expenses July 1st to December 31st :

Advertising - \$4,095
Bank Charges - \$384
BC Chamber Conference - \$0
BC Chamber Dues - \$0
Board Insurance - \$2,897
Catering - \$3,325
Contract Labour - \$1,200
Events - \$1,719
Miscellaneous Expenses - \$2,440
Office Rent - \$7,764
Office Supplies - \$1,005
Professional Development - \$0
Telephone/Fax - \$520
Utilities - \$231
Wages - \$8,750

Expected Total July 1st to December 31st - \$34,330

Overall Expected Expenses for Fiscal 2013 - \$74,163

Income January 1st to June 30th :

Advertising - \$805
Chamber Benefits Program - \$4,907
District of Sooke - \$7,000
Fundraising/Events - \$5,685
Membership Dues - \$23,275
Miscellaneous Income - \$2,203

Total to June 30th - \$43,875

Expected Income July 1st to December 31st :

Advertising - \$805
Chamber Benefits Program - \$3,496
District of Sooke - \$21,150
Fundraising/Events - \$3,315
Membership Dues - \$725
Miscellaneous Income - \$797

Expected Total July 1st to December 31st - \$30,288

Overall Expected Income for Fiscal 2013 - \$74,163

PLEASE SEE ENCLOSED BALANCE SHEET AND PROFIT/LOSS STATEMENTS FOR 2013 ACTUALS

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04/03/14

Accrual Basis

Sooke Region Chamber of Commerce Profit & Loss January through December 2013

Income	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13	Jul 13	Aug 13	Sep 13	Oct 13	Nov 13	Dec 13	TOTAL
Advertising Income	440.00	35.00	40.00	0.00	70.50	0.00	0.00	0.00	960.00	510.00	130.00	1,557.61	3,743.11
Bank Interest	0.16	0.24	0.08	0.00	0.00	0.08	0.09	0.09	0.08	0.09	0.08	0.09	1.08
Chamber Insurance	863.83	677.28	806.08	806.59	847.27	905.15	783.35	802.25	748.15	750.85	756.56	746.05	9,491.43
Events Income	655.85	1,650.00	2,755.00	60.00	116.50	910.00	0.00	120.00	5,283.00	0.00	0.00	500.00	12,060.35
Fee for service	7,037.50	0.00	0.00	0.00	0.00	0.00	0.00	21,112.50	6.00	0.00	0.00	0.00	28,150.00
Membership Dues	17,050.00	165.00	395.00	0.00	165.00	0.00	0.00	115.00	645.00	825.00	920.00	610.00	20,890.00
Miscellaneous Income	430.00	20.00	400.00	0.00	847.50	0.00	0.00	0.01	20.00	0.00	0.00	608.25	2,325.76
Uncategorized Income	0.00	115.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	115.00
Total Income	26,477.34	2,662.52	4,396.15	866.59	2,046.77	1,815.23	783.44	22,149.85	7,664.23	2,085.94	1,806.66	4,022.00	76,776.73
Gross Profit	26,477.34	2,662.52	4,396.15	866.59	2,046.77	1,815.23	783.44	22,149.85	7,664.23	2,085.94	1,806.66	4,022.00	76,776.73
Expense													
Advertising	381.44	389.04	1,166.38	0.00	36.75	422.36	112.00	129.94	618.76	552.72	539.42	750.79	5,149.60
Bank Charges	74.38	90.76	75.33	74.33	69.50	236.36	78.10	78.10	105.90	76.26	78.61	72.07	1,110.20
Dues	0.00	2,766.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	2,831.40
Events Expense	0.00	1,281.00	3,325.95	0.00	0.00	0.00	0.00	0.00	1,125.88	0.00	105.00	0.00	5,837.83
Insurance	216.29	216.28	216.28	227.33	227.33	253.39	0.00	0.00	1,350.00	0.00	0.00	0.00	2,705.92
Misc. Exp	212.65	397.94	450.00	599.51	76.43	0.00	197.27	305.11	0.00	52.56	45.00	0.00	2,336.47
Office Expense	1,549.90	1,469.78	1,212.20	1,287.76	1,240.95	1,418.37	1,548.41	1,355.48	1,713.68	3,494.64	1,236.85	3,412.16	20,940.18
Professional Development	0.00	537.60	650.00	0.00	40.00	0.00	732.91	0.00	0.00	0.00	325.25	283.00	2,598.76
Rental	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	825.00	0.00	0.00	0.00	825.00
Uncategorized Expenses	0.00	0.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	251.00
Wages	2,431.48	2,431.48	4,232.28	2,432.28	4,865.36	0.00	0.00	1,332.77	2,340.18	2,417.25	2,713.65	495.28	25,692.01
Total Expense	4,876.14	9,580.29	11,578.43	4,621.21	6,556.32	2,330.98	2,668.69	3,201.40	8,079.40	6,593.43	5,044.78	5,118.30	70,249.37
Net Income	21,601.20	-6,917.77	-7,182.27	-3,754.62	-4,509.55	-615.75	-1,885.25	18,948.45	-415.17	-4,507.49	-3,238.12	-1,095.30	6,527.36

Sooke Region Chamber of Commerce
Balance Sheet
As of 31 December 2013

	31 Dec 13
ASSETS	
Current Assets	
Chequing/Savings	1,001.20
Business Investment	711.06
CIBC	531.75
Petty Cash	13,128.22
TD	
Total Chequing/Savings	15,372.23
Accounts Receivable	2,507.61
Accounts Receivable	2,507.61
Total Accounts Receivable	
Total Current Assets	17,879.84
TOTAL ASSETS	17,879.84
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	635.29
Payroll Remittance	635.29
Total Other Current Liabilities	
Total Current Liabilities	635.29
Total Liabilities	635.29
Equity	
Retained Earnings	10,717.19
Net Income	6,527.36
Total Equity	17,244.55
TOTAL LIABILITIES & EQUITY	17,879.84

Conclusion

It may be argued that a community such as Sooke, due to dramatic population growth, is already undergoing economic development. The difference however is between "accidental" growth and "planned" growth.

The Sooke Region Chamber of Commerce feels confident the 2014 strategic plan being pursued will have a proactive and positive impact on the development of a robust regional economy, the work force, and the eventual character of the community at large.

We look forward to the continued support and involvement of the District of Sooke, as well as its business community and resident members to help the Chamber bring this to fruition.

Regards,

A handwritten signature in black ink, appearing to read 'Michael Nyikes', with a stylized flourish at the end.

Michael Nyikes, President

Sooke Region Chamber of Commerce



File No. 1880 - 20

**REPORT FOR INFORMATION
FINANCE AND ADMINISTRATION COMMITTEE**
Meeting Date: April 7, 2014

To: Gord Howie, Chief Administrative Officer
From: Brent Blackhall, Deputy Director of Finance
Re: **Request for Qualifications – List of Pre-Qualified Suppliers**

RECOMMENDATION:

THAT THE FINANCE AND ADMINISTRATION COMMITTEE receive this report for information.

1. Executive Summary:

Staff was directed to establish a list of pre-qualified suppliers in relation to section 17 of the District's procurement policy (Preference to Local Suppliers). This report covers the results of that process and how the list will be used going forward.

The District's procurement policy was adopted by Council on September 10, 2012. Policy 5.6 *Purchasing and Disposal of Assets, 2012* requires that purchases of goods and services be done in a manner that enhances competitive bidding. It also encourages the District to purchase local where all things are equal. The policy also makes reference to maintaining a listing of preferred and eligible suppliers for such procurement.

Request for Qualification (RFQ) templates were created using guidance from the Province's *Purchasing Handbook*. The RFQ included definitions to establish what would be considered to be a "Local Qualified Supplier". A first RFQ for Land Survey Services was issued on Feb 28, 2014 (closed March 14, 2014) and was followed by RFQs for Carpentry Services, Electrician Services, Plumbing Services and Excavation Services that were all issued on March 3, 2014 (closed on March 21, 2014). The RFQs were posted on the District's website, CivicInfo and notices were published in the local paper. The Chamber was also notified of the RFQ opportunities and passed along information to its members.

A summary of the RFQ results is below:

Land Survey Services (3 submissions):

- Focus (did not meet mandatory criteria)
- Island Land Survey (met mandatory criteria)
- McIlvaney & Riley (did not meet mandatory criteria)

Carpentry Services (1 submission):

- R. Read Construction (did not meet mandatory criteria)

Electrician Services (2 submissions):

- Dale's Electric (met mandatory criteria)
- Raylec Power (did not meet mandatory criteria)

Plumbing Services: (no submissions)

Excavation Services (6 submissions)

- Allterra Construction (met mandatory criteria)
- Benson Excavating (did not meet mandatory criteria)
- Church Hill Meadows Ltd. (met mandatory criteria)
- English Trucking (did not meet mandatory criteria)
- 4M Bobcat & Trucking (met mandatory criteria)
- Jasmine's Excavating (met mandatory criteria)

The RFQs included discussion of the District's purchasing policy and how the lists would be used (see sample RFQ attached). Where more than one Local Qualified Supplier has been identified for the services, Staff will use the list on a rotational basis to ensure an equitable offering of opportunities. The District's purchasing policy still applies and a minimum of three quotes is still required, regardless of whether there is only one or two Local Qualified Suppliers. Procurements in excess of \$25,000 still require the use of Request for Proposals.

Where the response rate was low, staff may re-issue the RFQs in an effort to have a more fulsome and competitive list of Local Qualified Suppliers.

These lists have been established first for the services and goods that are regularly purchased by the District. Where all else is equal, preference will be given to local suppliers who are on these lists.

Respectfully,



Brent Blackhall, CA
Deputy Director of Finance

Attachment: Excavation Services RFQ

Approved for Council Agenda

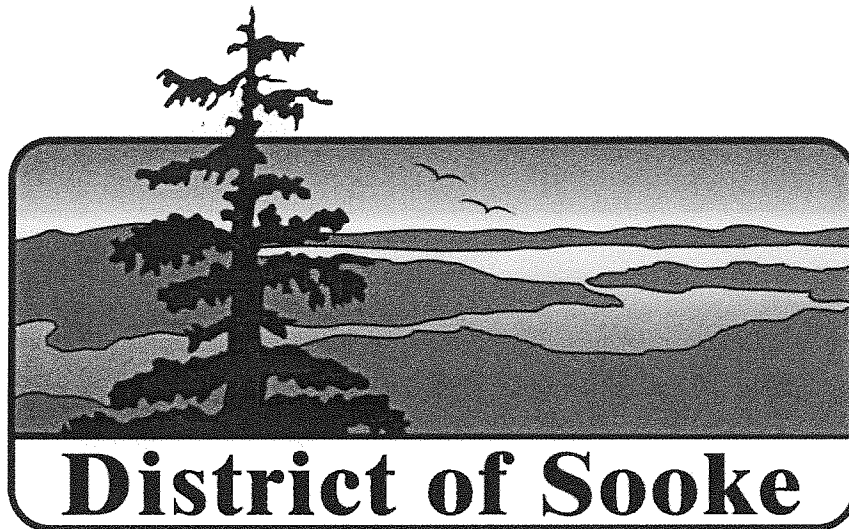
Engineering

Planning

Corp. Services

Finance

CAO



DISTRICT OF SOOKE REQUEST FOR QUALIFICATIONS

Excavation Services

Request for Qualifications No. 2014-04

Closing location:

District of Sooke
2205 Otter Point Road
Sooke, BC
V9Z 1J2

Closing date and time:

Friday March 21, 2014
at 2:00 pm Pacific time

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1. Overview of the Requirement

The District of Sooke would like to qualify local consultants who are experienced as Excavation Contractors. Based on a review of responses to the Request for Qualifications, the District of Sooke intends to establish a List of Local Qualified Suppliers who, on an “as, if and when requested” basis, may be able to be contacted directly, or asked to compete to enter into a contract for provision of the services described in section 4.

2. Request for Qualifications Definitions

Throughout this Request for Qualifications, the following definitions will be used:

- a) “BC Bid” means the electronic tendering service maintained by the Province of British Columbia;
- b) “BC Bid Website” means the website maintained by BC Bid at www.bcbid.gov.bc.ca, or any replacement website;
- c) “Contract” means a written contract executed by the District of Sooke and a Qualified Supplier;
- d) “Consultant” means a person nominated by a Local Respondent to be qualified in the Service Area;
- e) “List of Local Qualified Suppliers” or “List” means a list of names of Local Qualified Suppliers, and in the case where the Local Qualified Supplier is a company, includes the names of their Consultants, who possess the qualifications described in this RFQ and that have satisfied any conditions set by the District of Sooke for being added to and staying on that list;
- f) “must”, or “mandatory” means a requirement that must be met in order for a Response to receive consideration;
- g) “Local Qualified Supplier” means a Local Respondent who is either an individual Consultant, or who is a company having one or more Consultants, possessing the qualifications in the Service Area described in this RFQ that has satisfied any conditions set by the District of Sooke for being added to, and staying on, the List of Local Qualified Suppliers in that Service Area;
- h) “Local Respondent” means an individual or a company that submits, or intends to submit, a Response and:
 - i) has its headquarters, distribution point or locally-owned franchise located in or having a street address within in the District of Sooke; and
 - j) holds a valid business license issued by the District of Sooke; and
 - k) employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within the District of Sooke, or if the business has no employees, is owned by one or more persons whose primary residence is located within the District of Sooke.

- l) "Response" means a statement of qualifications for a Consultant submitted in reply to this RFQ;
- m) "RFQ" or "Request for Qualifications" means the process described in this document;
- n) "Service Area" means a category of service described in this RFQ in respect of which a List will be established; and
- o) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of this RFQ.

3. Request for Qualifications

3.1 Enquiries

All enquiries related to this RFQ are to be directed to:

Michael Dillabaugh, Director of Finance
District of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2
Email: mdillabaugh@sooke.ca
Telephone: 250-642-1634

Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and will be posted to the District of Sooke's website for reference for all local respondents (www.sooke.ca).

3.2 Closing Date

Responses will be received up to and including 2:00 p.m., local time, on Friday, March 21, 2014. Responses should be submitted in a sealed envelope clearly marked and addressed as follows:

Request for Qualifications: Excavation Services
Michael Dillabaugh, Director of Finance
District of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2

3.3 Qualifications Review Committee

Review of Responses will be by a committee formed by the District of Sooke and may include staff and contractors of the District of Sooke.

3.4 Review and Selection

The qualifications review committee will check Responses against the mandatory criteria. Responses not meeting all mandatory criteria will be rejected without further consideration. Responses that do meet all the mandatory criteria will then

be assessed and scored against the desirable criteria. Responses not meeting a minimum score (if specified) in a category will not be further considered. The names of successful Local Respondents will be added to the District of Sooke's List of Local Qualified Suppliers.

3.5 Signed Responses

The Response must include a cover letter substantially similar to the cover letter set out in Appendix A and the cover letter must be signed by a person authorized to sign on behalf of the Local Respondent.

3.6 Changes to Response Wording

The Local Respondent will not change the wording of its Response after the closing date and time specified on the front cover of this RFQ, and no words or comments will be added to the Response unless requested by the District of Sooke for purposes of clarification.

3.7 Local Respondent's Expenses

Local Respondents are solely responsible for their own expenses in preparing a Response and for subsequent negotiations with the District of Sooke, if any. The District of Sooke will not be liable to any Local Respondent for any claims, whether for costs or damages incurred by the Local Respondent in preparing the Response, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

3.8 Acceptance of Responses

This RFQ is not an agreement to purchase services. The District of Sooke is not bound to enter into a Contract with any Local Qualified Supplier. Responses will be assessed in light of the qualification review criteria. The District of Sooke will be under no obligation to receive further information, whether written or oral, from any Local Respondent.

3.9 Definition of Contract

Notice in writing to a Local Respondent that it has been identified as a Local Qualified Supplier will neither constitute a Contract nor give the Local Respondent any legal or equitable rights or privileges relative to the service requirements set out in this RFQ. Only if a Local Qualified Supplier and the District of Sooke enter into a subsequent full written Contract will a Local Respondent acquire any legal or equitable rights or privileges.

3.10 List of Local Qualified Suppliers Not Binding

A Local Qualified Supplier may withdraw its name from the List of Local Qualified Suppliers by notifying the District of Sooke in writing. The District of Sooke may withdraw a name of a Local Qualified Supplier from the List of Local Qualified Suppliers by notifying that Local Qualified Supplier in writing.

3.11 Modification of Terms

The District of Sooke reserves the right to modify the terms of this RFQ at any time in its sole discretion. This includes the right to cancel this RFQ or the List of Local Qualified Suppliers at any time without entering into a Contract.

3.12 Ownership of Responses

All documents, including Responses, submitted to the District of Sooke become the property of the District of Sooke. They will be received and held in confidence by the District of Sooke, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

3.13 Confidentiality of Information

Information pertaining to the District of Sooke obtained by the Local Respondent as a result of participation in this RFQ is confidential and must not be disclosed without written authorization from the District of Sooke.

3.14 Collection and Use of Personal Information

Local Respondents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFQ requires Local Respondents to provide the District of Sooke with personal information of employees who have been included as resources in response to this RFQ, Local Respondents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the District of Sooke. Such written consents are to specify that the personal information may be forwarded to the District of Sooke for the purposes of responding to this RFQ and use by the District of Sooke for the purposes set out in the RFQ. The District of Sooke may, at any time, request the original consents or copies of the original consents from Local Respondents, and upon such request being made, Local Respondents will immediately supply such originals or copies to the District of Sooke.

3.15 Additional Information on the RFQ

All subsequent information regarding this RFQ, including changes made to this document, will be posted on the District of Sooke website (www.sooke.ca). It is the sole responsibility of the Local Respondent to check for amendments and additional information on the website.

3.16 Form of Contract

Any Contract with a Local Qualified Supplier will be substantially similar to the terms and conditions of the District of Sooke's General Service's Agreement, a copy of which is attached as Appendix C.

4. Services

4.1 Service Area

The District of Sooke requires Excavation Services from Local Qualified Suppliers.

4.2 Pricing

Local Respondents are required to provide pricing information in Appendix B. Fee rates will be used in evaluating and qualifying Consultants.

4.3 Location and Facilities

Projects may require Consultants to work on site from time to time, but Consultants should be prepared to work at their own off-site work location and must be able to be contacted by telephone, fax and e-mail. Consultants should have access to standard office automation tools (i.e., e-mail, MS Word, MS Excel, and MS PowerPoint).

When required to work on-site by the District of Sooke, Consultants may have access to a workspace that has a desk, phone, and computer with Internet connectivity.

5. Use of List

5.1 Guidelines

The guidelines set out in this Section 5 regarding the use of the List of Local Qualified Suppliers are subject to change from time to time as the District of Sooke may deem necessary, without notice to the Consultants or firms on the List.

- 5.1.1 The List of Local Qualified Suppliers will be in effect for one year, with options to renew, at the District of Sooke's sole discretion, for up to three additional one-year terms.
- 5.1.2 The District of Sooke may, in its sole discretion, from time to time, use the List of Local Qualified Suppliers in connection with projects or assignments. The criteria for selecting Local Qualified Suppliers for each project or task will vary, depending upon the requirements of the applicable project or task and could involve requiring a Consultant to have a certain demonstrated experience and proficiency level in the Service Area depending on the specific requirements of the project or assignment.
- 5.1.3 Any Contracts entered into with a Local Qualified Supplier will be:
 - a) between the District of Sooke and the individual Consultant where the Local Qualified Supplier is the individual Consultant, and

- b) between the District of Sooke and a company and specifying the individual Consultant(s) to be engaged where the Local Qualified Supplier is a Local Respondent company.

5.1.4 Local Qualified Suppliers may be contacted on an "as, if and when requested" basis and may be contacted directly or asked to compete on opportunities for the provision of services in accordance with the selection method set out in paragraph 5.1.5 or as revised by the District of Sooke and communicated to all Local Qualified Suppliers from time to time. If a Local Qualified Supplier's requested Consultant is unavailable for a contemplated project or assignment, the Local Qualified Supplier may propose a substitute resource to the District of Sooke for evaluation and consideration.

5.1.5 The District of Sooke may select a Local Qualified Supplier from the List using one or more of the following selection methods:

- a) If the estimated Contract value is less than \$5,000:
 - the District of Sooke may directly invite a Local Qualified Supplier to provide a quotation based on Consultant availability and on specified requirements (e.g., deliverables, milestones, term etc.) of the project or assignment with the intent to enter into Contract negotiations with that Local Qualified Supplier.
 - If there is more than one Local Qualified Supplier on the List then the District will only directly invite one of the Local Qualified Suppliers to provide the quotation. The Local Qualified Supplier chosen by the District to provide the quotation will be based on alphabetical order of the Local Qualified Supplier name next in line on the List after the most recent Local Qualified Supplier to have provided the Services to the District.
- b) If the estimated Contract value is \$5,001 or more and less than \$10,000, the District of Sooke will directly invite a minimum of three (if available) Local Qualified Suppliers to provide a telephone quotation (to be followed by written confirmation) based on Consultant availability and on specified requirements (e.g., deliverables, milestones, term, etc.) of the project or assignment with the intent to enter into Contract negotiations.
- c) If the estimated Contract value is \$10,001 or more and less than \$25,000, the District of Sooke will directly invite a minimum of three (if available) Local Qualified Suppliers to provide a written quotation based on Consultant availability and on specified requirements (e.g., deliverables, milestones, term, etc.) of the project or assignment with the intent to enter into Contract negotiations.
- d) Contracts with an estimated value in excess of \$25,000 will be competed through an open Request for Proposal process. Contracts estimated to cost

more than \$75,000 will be advertised on the Province of British Columbia's BC Bid website.

Notwithstanding subparagraphs a), b), c), and d), the District of Sooke's *Purchasing and Disposal of Assets Policy* (Policy No. 5.6) allows the District of Sooke to directly negotiate a contract with a Local Qualified Supplier.

5.1.7 Local Qualified Suppliers will immediately, during the period that the List is in effect, advise the District of Sooke of any material changes to the information contained in their Response.

5.1.8 The District of Sooke has the sole discretion to remove a Local Qualified Supplier from the List of Local Qualified Suppliers for unsatisfactory performance by a Local Qualified Supplier in a Contract or for failing to meet the requirements for staying on the List of Local Qualified Suppliers as set out in this RFQ or as may be communicated by the District of Sooke from time to time.

5.1.9 The District of Sooke has no obligation to:

- a) inquire as to the availability of a substitute Consultant when advised by a Local Qualified Supplier that the Consultant named on the List is not available for a particular project;
- b) evaluate or accept any substitute Consultant proposed by a Local Qualified Supplier;
- c) enter into a Contract with any one or more Local Qualified Suppliers; or
- d) invite any one or more Local Qualified Suppliers to participate in competitive processes for a Contract.

5.1.10 The District of Sooke reserves the right, in its sole discretion, to:

- a) use open competitions that include suppliers external to the List of Local Qualified Suppliers;
- b) otherwise engage suppliers external to the List of Local Qualified Suppliers in connection with any project required by the District of Sooke; and
- c) at any time, cancel, extend, expand or make a call to the market-place to renew the List of Local Qualified Suppliers.

5.1.11 The District of Sooke may not necessarily select the Local Qualified Supplier offering the lowest rates, and may also review the qualifications or other criteria required for a specific project.

6. Qualifications Review Criteria

6.1 Mandatory Criteria

The following are mandatory requirements. Responses not clearly demonstrating that they meet them will receive no further consideration during the evaluation process.

Mandatory Criteria
a) The Response must be received from a Local Qualified Supplier.
b) The Response must be received at the closing location.
c) The Response must be in English and must not be sent by facsimile or email.
d) One hard copy of the Response must be submitted.
e) The Response must include a completed form, in substantially the same form as Appendix B.

6.2 Desirable Criteria

Responses meeting the mandatory requirements will be further assessed against the following desirable criteria. A Local Respondent not reaching the minimum score in a given category (if applicable) will receive no further consideration during the qualifications review.

Desirable Criteria	Points Available	Minimum score (if applicable)
Demonstrated experience and qualifications.	60	50
Satisfactory prior relationship in the delivery of goods and/or services to the District of Sooke.	20	0
Hourly fee rate.	20	10
TOTAL POINTS AVAILABLE	100	60

6.3 Qualifications Review Stages

Stage 1

Responses will be checked for compliance with the Mandatory Criteria. Responses that do not meet the mandatory requirements will receive no further consideration.

Stage 2

For each Service Area, Local Qualified Suppliers will be assessed on their education, professional and other designations, skills, relevant experience and hourly fee rate as presented in their submitted Appendix B and résumé. The District of Sooke reserves the right to interview Local Qualified Suppliers when reviewing these criteria for clarification purposes.

Stage 3

Reference checks may be done by the District of Sooke during the qualifications review and the term of the List to confirm any submitted Appendix B or résumé information about Local Qualified Suppliers. The District of Sooke reserves the right to contact references other than those provided by the Local Respondent. If any of the references are unsatisfactory to the District of Sooke, the Local Qualified Supplier may be excluded or removed from the List of Local Qualified Suppliers in the District of Sooke's sole discretion.

Stage 4

Local Respondents will be notified of their status on the List of Local Qualified Suppliers.

7. Response Details

- 7.1 Responses are to be submitted in the following format and sequence to ensure that they receive full consideration during evaluations and that the evaluations themselves may be handled in an efficient and consistent manner. All pages should be consecutively numbered.
- a) The Response covering letter set out in Appendix A;
 - b) A 1-2 page corporate information overview of the Local Respondent firm, e.g., types of services offered, length of time in business, and accomplishments;
 - c) A completed form, in substantially the same form as Appendix B;
 - d) A résumé for each Local Qualified Supplier, containing information on education, relevant employment history including positions held and their duration, relevant skills and experience and professional designations and affiliations.

Appendix A – Response Covering Letter

(Company Letterhead)

Date:

District of Sooke of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2

Attention: Michael Dillabaugh, Director of Finance

Subject: Request for Qualifications: Excavation Services

The enclosed Response is submitted in response to the above-referenced Request for Qualifications.

I have carefully read and examined the Request for Qualifications and have conducted such other investigations as were prudent and reasonable in preparing the Response. I am duly authorized to submit this Response on behalf of the Local Respondent.

Yours truly,

Signature

Name: _____

Title: _____

Telephone Number: _____

e-mail address: _____

Legal name of Local
Respondent: _____

Date: _____

Appendix B – Required Information

1.1 LEGAL NAME AND ADDRESS

1.3 OWNERSHIP STRUCTURE

1.4 REFERENCES

Company	Contact Person	Telephone	Email
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1.5 HOURLY RATES

1.6 LIABILITY INSURANCE (Type of coverage, carrier, and amount of coverage)

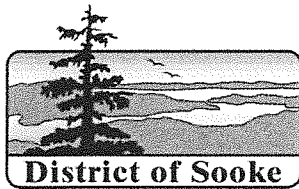
1.7 WorkSafeBC INSURANCE

Number_____

1.8 DISTRICT OF SOOKE BUSINESS LICENCE

Number:_____

Appendix C – General Services Agreement



GENERAL SERVICES AGREEMENT

Project Name: _____
District of Sooke File No: _____

THIS AGREEMENT dated for reference this day ____ of ____, ____

BETWEEN:

[NAME OF CONTRACTOR], *[incorporation no. where applicable]*, having an address at *[address with postal code]*

(“the Contractor”)

AND:

DISTRICT OF SOOKE, a municipal corporation incorporated under the *Local Government Act*, having an address at 2205 Otter Point Road, Sooke, British Columbia, V9Z 1J2

(the “District of Sooke”)

GIVEN THAT:

- A. The District of Sooke desires to engage the services of the Contractor as an independent contractor to perform *[type of services]* services as more particularly described below, and
- B. The Contractor agrees to provide such services on the terms and subject to the conditions set out in this Agreement,

IN CONSIDERATION OF the sum of ten (\$10.00) dollars paid by the District of Sooke to the Contractor, and the mutual agreements and covenants under this Agreement, and as a condition of the District of Sooke retaining the Contractor, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

(a) Interpretation

- a. In this Agreement, the following terms have the meanings set out after each:

“Agreement” means this agreement, including the recitals and schedules hereto, each as supplemented or amended from time to time;

(b) Schedules Incorporated

- a. The following are Schedules to, and form an integral part of, this Agreement:

Schedule "A" – the Services

Schedule "B" – the Rates

- b. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, then the provision in the schedule is inoperative to the extent of the conflict, unless it states that it operates despite a conflicting provision of this Agreement.

(c) Effective Date and Term

- a. This Agreement takes effect immediately upon execution by all of the Parties.
- b. The term of this Agreement is for that period set out in Schedule A.

(d) Authority

- a. The Contractor represents and warrants to the District of Sooke that it has the authority to enter into this Agreement and carry out its transactions and all necessary resolutions and procedural formalities have been completed and the persons executing this Agreement on its behalf are duly authorized to do so.

(e) Services

- a. The District of Sooke hereby retains the Contractor as an independent contractor to provide the services described in Schedule A ("the Services").
- b. The Contractor shall provide the Services strictly in accordance with the terms and conditions set out in this Agreement.
- c. The Contractor shall provide the Services during the time period set out in Schedule A, regardless of the date of execution or delivery of this Agreement unless an extension of the time period is agreed to in writing by both parties.
- d. The Contractor will perform the Services to a standard of care, skill and diligence maintained by person providing, on a commercial basis, services similar to the Services.

(f) Compensation

- a. During the term of this Agreement the District of Sooke shall pay the Contractor for the Services at the rates and times described in Schedule B.
- b. The Contractor shall submit written statements of account to the District of Sooke according to the schedule set out in Schedule B.
- c. The District of Sooke shall reimburse the Contractor for all necessary expenses that the Contractor incurred while performing the Services and shall do so in accordance with the terms set out in Schedule A.
- d. The District of Sooke shall not pay the Contractor for any fees or expenses in excess of any limit specified in Schedule A, except where that is agreed to in writing by the parties.
- e. Any expense claims provided by the Contractor to the District of Sooke shall be supported by proper receipts.

(g) Contractor's Obligations

- a. The Contractor shall be responsible for the payment of all income and other taxes attributable to any payments made under this Agreement. The Contractor agrees to indemnify and save harmless the Company from and against any and all manner of actions, claims and demands which may be made against it in respect of any fees, assessments, levies, rates, taxes or other charges made, demanded, assessed or otherwise claimed by any provincial or federal government or other body of competent jurisdiction in respect of any monies paid to the Contractor under this Agreement.
- b. The Contractor shall apply for and, immediately on receipt, remit to the District of Sooke any refund or remission of federal or provincial tax or duty available with respect to any items used in connection with this Agreement.
- c. The Contractor shall supply and pay for all labour and materials necessary or advisable to provide the Services.
- d. The Contractor shall be responsible for all applications, permits or other approvals necessary or advisable to provide the Services.
- e. The Contractor shall maintain time records and books of account, invoices, receipts, and vouchers for all expenses incurred, in form and content satisfactory to the District of Sooke.
- f. The Contractor shall, upon request, fully inform the District of Sooke of all work done in connection with providing the Services.
- g. The Contractor shall comply with the District of Sooke's instructions regarding the performance of the Services, but not as to the manner in which those instructions are carried out, except as specified in this Agreement.
- h. The Contractor shall, when necessary, provide and supervise a sufficient number of workers to enable timely and proper performance and completion of the Services, and shall ensure that all such workers are competent, work efficiently and are qualified by education, training and experience to carry out the tasks to which each is assigned.
- i. All workers hired by the Contractor to perform the Services shall be the employees of the Contractor and shall not be the employees of the District of Sooke.
- j. The Contractor shall refrain from doing anything that would result in workers hired by the Contractor being considered the employees of the District of Sooke.
- k. The Contractor shall reassign, replace or remove a worker who does not meet the requirements described above, or who has behaved or is likely to behave in a manner detrimental to the provision of the Services, or has violated or is likely to violate the confidentiality provisions of this Agreement.
- l. Where a worker is identified in a schedule to this Agreement as "Key Personnel" and is essential to the performance of the Services, then the Contractor shall not remove or replace them without the District of Sooke's prior written approval.
- m. The Contractor shall bear the expense of replacing its workers.
- n. Nothing in this Agreement restricts the right of the Contractor to terminate its employee's employment, or renders the Contractor liable for an employee's voluntary termination, or for any labour strike or lockout involving the Contractor's employees.

(h) Conflict of Interest

- a. The Contractor shall not provide services to any other person or organization where that could reasonably give rise to a conflict of interest.

(i) Subcontracting

- a. The Contractor shall not subcontract any obligation under this Agreement, other than to persons or firms listed in this Agreement, without the prior written consent of the District of Sooke.
- b. The District of Sooke may, for reasonable cause, object to the use of a proposed subcontractor and require the Contractor to retain another qualified subcontractor.
- c. No subcontract, whether consented to or not, shall relieve the Contractor of any obligations under this Agreement.
- d. The Contractor shall ensure that any subcontractor fully complies with this Agreement when performing the subcontracted Services.

(j) Non-Compliance

- a. If the Contractor fails to observe, perform, or comply with any provision of this Agreement, then the District of Sooke may, at its sole discretion:
 - (k) allow the Contractor to continue to provide the Services with a time limit for compliance, rectification or both; or
 - (l) suspend all or part of the Services, including payments in whole or in part, and give the Contractor a time limit for compliance, rectification or both.
- a. If the District of Sooke has set a time limit for compliance, rectification or both and believes that the Contractor has failed to meet the time limit, the District of Sooke may employ whatever means necessary to rectify that non-compliance, including performance of the Contractor's obligations on the Contractor's behalf and/or termination of this Agreement, and the Contractor shall pay an amount equal to all costs reasonably incurred by the District of Sooke in rectifying the non-compliance.

(m) Termination

- a. The District of Sooke may terminate this Agreement at any time, and without cause, by giving 5 (five) days' written notice of termination to the Contractor and paying the Contractor an amount equal to the minimum fees that would otherwise have been payable for the Services completed at the time of termination. That payment shall discharge the District of Sooke from all liability to the Contractor under this Agreement.
- b. The District of Sooke may terminate this Agreement if the Contractor fails to comply with any of the terms, covenants and agreements that the Contractor must observe or perform under this Agreement and that failure continues for 5 (five) days after receipt by the Contractor of notice in writing from the District of Sooke specifying the failure.
- c. The Contractor may terminate this Agreement by providing 5 (five) days' written notice of termination to the District of Sooke.

(n) Information Made Available

- a. The District of Sooke shall make available to the Contractor all information in its possession that the District of Sooke considers relevant to the Contractor's performance of the Services.

(o) Intellectual Property

- a. The Contractor agrees that any documentation or deliverables developed by the Contractor for the purposes of this Agreement is the property of the District of Sooke and any copyrights, ownership rights or any other rights to such documentation or deliverables remain solely with the District of Sooke.

(p) Materials and Equipment

- a. Any material or equipment that the District of Sooke provides to the Contractor, or to a subcontractor hired by the Contractor, shall remain the exclusive property of the District of Sooke.
- b. The Contractor shall deliver to the District of Sooke any material or equipment provided to the Contractor or the Contractor's subcontractor immediately following expiration or termination of this Agreement, or as requested by the District of Sooke, and the material or equipment shall be returned in the same condition that it was supplied to the Contractor, except for loss or damage resulting from reasonable wear and tear associated with the performance of the Services.

(q) Insurance

- a. The Contractor shall, at its own expense, maintain at all times during the term of this Agreement, general liability insurance coverage in an amount and with deductibles as described in Schedule A, and shall ensure that the District of Sooke is named as an insured.
- b. The Contractor shall apply to the Workers' Compensation Board for coverage for the Contractor and any workers or other persons engaged by the Contractor to perform the Services during the term of this Agreement.
- c. The Contractor may, at its own expense, provide additional insurance for its members to augment WorkSafe BC coverage.
- d. The Contractor shall comply with all conditions of the *Workers Compensation Act* and regulations, and will be responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services, and shall indemnify and save harmless the District of Sooke, its employees and agents, from and against any such fines, levies, penalties and assessments.

(r) Confidentiality

- a. The Contractor acknowledges that in the performance of its responsibilities hereunder, the Contractor may have access to confidential information and records and the Contractor shall maintain strict confidentiality concerning any information, data, reports, instructions

or directions received from or delivered by the District of Sooke in connection with the providing of any Services under this Agreement ("the Confidential Information").

- b. Statements or materials related to the Services shall not be released by the Contractor to the public without the prior written approval of the District of Sooke.
- c. During and after the term of this Agreement, the Contractor shall not, directly or indirectly, disclose Confidential Information to any person or use any Confidential Information, except:
 - (a) as required in the course of performing the Services and then only to staff of the District of Sooke on a need-to-know basis; or
 - (b) with the prior written consent of the District of Sooke.
- d. All Confidential Information which the Contractor shall prepare or use or come in contact with shall be and remains the District of Sooke sole property and shall not be removed from the District of Sooke premises without its prior written consent, except as required in the normal course of performing the Services under this Agreement.
- e. The Contractor agrees to return to the District of Sooke all the Confidential Information provided by the District of Sooke and any copies of such material in its possession forthwith upon demand.
- f. The Contractor agrees that it will cause any worker, before commencing his or her duties, to sign a written confidentiality agreement and the Contractor shall be liable to the District of Sooke for any breach of any such agreement by the worker.
- g. The Contractor agrees that, upon request of the District of Sooke, or in the event that the Contractor ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, the Contractor will turn over to the District of Sooke all data, documents, specifications, drawings, reports, software, disks or other computer media, or other material in the possession or control of the Contractor that:
 - (a) may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information; or
 - (b) is connected with or derived from the Contractor's Services to the District of Sooke.
- h. The Contractor agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for only in money damages and would cause irreparable injury to the District of Sooke. Accordingly, the Contractor agrees that the District of Sooke is entitled to, in addition to all other rights and remedies available to him at law or in equity, an injunction restraining the Contractor and any agents of the Contractor, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

(s) Notices

- a. Any notice permitted or required to be given by a party hereunder shall be given in writing, and may be delivered by hand, sent by facsimile transmission, or forwarded by first-class prepaid registered mail to the addresses and fax numbers set forth below, or to such other addresses as may from time to time be provide by the parties in writing. Any notice delivered by hand or sent by facsimile shall be deemed to be given and received at the

time of sending. Any notice that is sent by prepaid or registered mail shall be deemed to have been received by the party to whom it is addressed on the fourth (4th) business day (Saturdays, Sundays and Statutory Holidays excluded) following the date of posting, provided that Canada Post service is not interrupted by strike or lock-out at the time of posting or within four (4) business days thereafter, in which case the notice shall only be effective once it is actually delivered.

- b. Notices under this Agreement are to be delivered as follows:

To the District of Sooke:

District of Sooke of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2
Attention: Corporate Officer

Fax: (250) 642-0541

To the Contractor:

[Name]
[Street Address]
[Town/City], [Province], [Postal Code]

(t) Dispute Resolution

- a. In the case of any dispute arising between the District of Sooke and the Contractor, a party to this Agreement may give the other party notice of the dispute, and if the matter cannot be resolved the parties may submit the dispute to arbitration by a single arbitrator in accordance with the *Commercial Arbitration Act* (British Columbia), as amended.

(u) Force Majeure

- a. For the purposes of this Agreement, the term "Force Majeure" is defined as an Act of God, an act of a public enemy, war, labour disruptions and other extraordinary causes not reasonably within the control of the Contractor.
- b. If the Contractor is rendered unable, wholly or in part, by Force Majeure to provide the Services then the Contractor shall provide to the District of Sooke notice of the Force Majeure as soon as reasonably possible, and to the extent that the Contractor's performance is impeded by the Force Majeure it shall not be in breach of its obligations under this Agreement.
- c. The parties acknowledge and agree that during an event of Force Majeure, the Contractor's obligations pursuant to this Agreement shall be reduced or suspended as the case may be, but not longer than the continuance of the Force Majeure, except for a reasonable time period after if required by the Contractor to resume its obligations.

(v) No Assignment

- a. The Company may not assign any of its rights or interests in this Agreement.

(w) Binding on Successors

- a. This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns, notwithstanding any rule of law or equity to the contrary.

(x) Remedies Cumulative

- a. No reference to or exercise of any specific right or remedy by the District of Sooke prejudices or precludes the District of Sooke from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the District of Sooke may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the District of Sooke is entitled to commence and maintain an action against the Contractor to collect any sum not paid when due, without exercising the option to terminate this Agreement.

(y) Waiver

- a. Waiver by the District of Sooke of any breach of any term, covenant or condition of this Agreement by the Contractor must not be deemed to be a waiver of any subsequent default by the Contractor. Failure by the District of Sooke to take any action in respect of any breach of any term, covenant or condition of this Agreement must not be deemed to be a waiver of such term, covenant or condition.

(z) Indemnity

- a. The Contractor shall indemnify, release and save harmless the District of Sooke and its elected and appointed officials, officers, employees, agents, contractors, successors and assigns from any and all liabilities, actions, damages, claims, losses, orders, fines, penalties, costs and expenses, including the full amount of all legal fees and expenses that may be brought against, or suffered or incurred by, the District of Sooke or any of its elected and appointed officials, officers, employees, agents, contractors, successors and assigns, in any way directly or indirectly arising from or in connection with the activities, actions or omissions of the Contractor or any of its employees, subcontractors, agents, licenses, servants, invitees or anyone for whom the Contractor is in law responsible, in relation to the Services or in connection with this Agreement. The indemnities set out in this paragraph do not include indemnifications for negligence or wilful or malicious misconduct on the part of the District of Sooke or a person for whom the District of Sooke is responsible at law. This paragraph will survive termination of this Agreement.

(aa) Release

- a. The Contractor releases the District of Sooke from and against all liabilities, claims, demands, damages, costs, expenses, suits and actions which the Contractor may at any time have against the District of Sooke in respect of the Services, this Agreement and related matters. The obligations of the Contractor under this section survive the expiry or earlier termination of this Agreement.

(bb) General

- a. Time is of the essence of this Agreement.
- b. Parties may by written agreement amend this Agreement
- c. Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.
- d. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties so require.
- e. Unless otherwise specified in this Agreement, all references to currency are in Canadian dollars.
- f. The headings included in this Agreement are for convenience only and do not form part of this Agreement and will not be used to interpret, define or limit the scope or intent of this Agreement.
- g. This Agreement shall be construed in accordance with the laws of the Province of British Columbia. Without limitation, the Contractor acknowledges that this Agreement is subject to the *Freedom of Information and Protection of Privacy Act*.
- h. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
- i. The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written, between the parties with respect to the subject matter of this Agreement.

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

DATED the ___ day of _____, 20__

District of Sooke by its authorized signatories:

Mayor:

Clerk:

DATED the ___ day of _____, 20__

[Name of Contractor] by its authorized signatories:

Name:

Name:

SCHEDULE A – the Services

(to be determined)

SCHEDULE B – the Rates

(to be determined)