

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 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 **SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500.00)** 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:



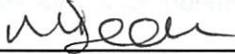
Mayor Wendal Milne



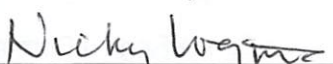
Gordon Howie, CAO

Date : April 29, 2014.

SOOKE REGION COMMUNITY HEALTH INITIATIVE by its authorized signatories:



Name: Mitzi Dean, Chair



Name: Nicky Logins, Member

Date : April 29th, 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