

**CENTRAL CARIBOO VICTIM SERVICES
CONTRIBUTION AGREEMENT**

THIS AGREEMENT made as at the 1st day of January, 2017.

BETWEEN:

CARIBOO REGIONAL DISTRICT

Suite D, 180 North 3rd Avenue
Williams Lake, BC V2G 2A4

(hereinafter called the "Region")

AND:

CITY OF WILLIAMS LAKE

450 Mart Street
Williams Lake, BC V2G 1N3

(hereinafter called the "City")

WHEREAS the Region has established the Central Cariboo Victim Services function through Bylaw No. 3781 (2002) to assist with the provision of support services for victims of crime across the central Cariboo area including electoral areas D, E, F, J and K;

WHEREAS the City of Williams Lake provides the Victim Services support office through the local RCMP detachment;

AND WHEREAS the Cariboo Regional District Board of Directors has deemed it appropriate and consistent with the purpose of the Central Cariboo Victim Services function to financially contribute to the delivery of Victim Services through the City.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants hereinafter contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

Intent:

This Agreement and the funding commitment herein are specifically for supporting the delivery of Victim Services for residents throughout the central Cariboo and no other activities of the City.

Independent Contractors:

The parties acknowledge that the City or any contractor hired by the City to perform services related to this Agreement will have the status of an independent contractor and that nothing in this Agreement will contemplate or constitute the City or any contractor as an agent, partner or employee of the Region for any purpose.

Activities under the Agreement shall be carried out at all times in conformity with the WorkSafe BC Health and Safety Regulations. Confirmation of coverage and status of account, if applicable, must be submitted to the Region upon request.

Term:

The term of this Agreement is three (3) years from January 1, 2017 to December 31, 2019. Upon expiry of the term, the parties may consider amendments to and renewal of the Agreement. This agreement will remain in effect after its expiration date to facilitate ongoing negotiations for successful renewal.

Conditions:

The following commitments are required by the parties:

The City will:

- a) ensure that Victim Services are available to support residents throughout the central Cariboo including electoral areas D, E, F J and K;
- b) notify the Region in writing of any proposed changes in the delivery of services or services levels prior to the implementation of the changes;
- c) expend funds provided under this Agreement only on eligible costs as demonstrated in the City's budget for the purposes noted above;
- d) carry public liability insurance and operations liability insurance at its sole cost to cover claims for personal injury, death or property damage in the amount of at least two million (\$2,000,000) dollars and to name the Region as additional insured on appropriate policies;
- e) acknowledge the Region as a funding source for Victim Services in its communication and advertisement materials;
- f) present a Victim Services activities report to the Central Cariboo Rural Directors Caucus, at a minimum of once per year, highlighting accomplishments, goals and objectives, and benefits provided to the community and a financial statement outlining how the funding was utilized; and;

- g) keep accounting records and provide copies of expense reports and invoices to the Region upon request.

The Region will:

- a) contribute \$24,750 to the City in August each year of the term following receipt of an invoice from the City and the activities report and presentation to the Central Cariboo Rural Directors Caucus.

Entire Agreement:

This Agreement and any and all addenda, schedules or exhibits attached hereto represents the entire agreement of the parties regarding the subject matter hereof. There are no other oral or written collateral representations, agreements or understandings regarding the subject matter hereof.

Notices:

Each Notice to a party must be given in writing. A Notice may be given by delivery to an individual, by fax or by email, and will be validly given if delivered on a Business Day to an individual at the following address, or, if transmitted on a Business Day by fax or email addressed to the following party

if to the Region:

Cariboo Regional District

180D N. 3rd Avenue
Williams Lake, BC V2G 2A4
c/o Manager of Community Services
Phone : 250-392-3351
Fax: 250-392-2812
Email: dcampbell@cariboord.ca

if to the City:

City of Williams Lake

450 Mart Street
Williams Lake, BC V2G 1N3
c/o Chief Administrative Officer
Phone: 250-392-2311
Fax: 250-392-4408
Email: mmacdonald@williamslake.ca

Assignment:

None of the parties may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party.

Termination:**Termination by the Region**

The Region may terminate this agreement at any time and for any reason by giving 30 days written notice of termination to the City. Subject to Termination for Cause, the Region will pay to the City all amounts owing under this agreement up to and including the date of termination, determined as a prorated amount of the annual contribution as required. Upon payment of such amounts, no other payment will be owed by the Region to the City and no amount will be owing on account of any future expenditures or lost revenues relating to delivery of Victim Services.

Termination by the City

The City may terminate this agreement at any time and for any reason by giving 30 days written notice of termination to the Region.

Rights of the Region Upon Termination for Cause

If the Region terminates this agreement for cause, such as failure of the City to meet the required commitments contained herein, then the termination is deemed effective upon receipt of notice by the City and the Region may withhold payment of any amount owing to the City under this agreement.

Indemnity:

The City will indemnify and save harmless the Region and all of their employees, servants, representatives and agents, from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) which the Region or their employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with any activities under this agreement as well as any failure, breach or non-performance by the City of any obligation of this agreement, or any wrongful or negligent act of the City or any employee or agent of the City.

Survival of Indemnity

The indemnity described above will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Region.

Compliance with Laws and Regulations

The City shall comply with all Local Government, Provincial and Federal legislation relating to the activities funded under this Agreement. It is the responsibility of the City to ensure all permits and authorizations are in place as appropriate for its activities. Non-compliance with this section will be considered a breach of the Agreement.

Miscellaneous

The headings appearing in this agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

In this Agreement, wherever the singular or masculine is used, it shall be construed as if the plural or feminine or body corporate as the case may be, had been used where the context of the parties hereto so require.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the said parties hereto have set their hands to as of the date as written below.



Janis Bell – CAO
CARIBOO REGIONAL DISTRICT

June 20/17
DATE



Milo Macdonald - CAO
CITY OF WILLIAMS LAKE

17-06-08
DATE