



Making a difference...together

## JUAN DE FUCA ELECTORAL AREA PARKS AND RECREATION ADVISORY COMMISSION

Notice of Meeting on Tuesday, **March 27, 2018 at 3 p.m.**

Juan de Fuca Local Area Services Building, #3 – 7450 Butler Road, Otter Point, BC

---

### AGENDA

1. Approval of Agenda
2. Adoption of Minutes of February 27, 2018
3. Chair's Report
4. Director's Report
5. Staff Reports
  - a) Staff News
6. New Business
  - a) Discussion regarding update to "Recreation Services Program" as offered by the JdFEA-possibly striking a committee (see attached document).
  - b) Use of the Port Renfrew Recreation Center – re: Permits
  - c) Proposed "Skateboard Park" for Port Renfrew
  - d) Relocation of "Mount Matheson Connector Trail"
7. Unfinished Business
  - a) Friends of Coppermine Park Society – Picnic Shelter Proposal
  - b) Port Renfrew Tourism Trail
  - c) Staffing for PW2 and PW5 for 2018
  - d) Memorial Bench Discussion
8. Next Meeting: April 24, 2018
9. Adjournment



Making a difference...together

**Minutes of a Meeting of the  
Juan de Fuca Electoral Area Parks and Recreation Advisory Commission  
Held Tuesday, February 27, 2018 at the Juan de Fuca Local Area Services Building,  
3 – 7450 Butler Road, Otter Point, BC**

---

**PRESENT:** L. Paterson (Chair), C. Bennett, V. Braunschweig, J. Gaston, S. Jorna, M. Kimmel,  
B. Croteau  
**Staff:** D. Closson, Manager, Juan de Fuca Parks and Recreation,  
J. Volek, Recorder  
**ABSENT:** P. Sloan, W. Vowles (Alternate Director)  
**PUBLIC:** 0

The meeting was called to order at 3:02 p.m.

**1. Approval of the Agenda**

**MOVED** by Commissioner Jorna, **SECONDED** by Commissioner Kimmel that the agenda be approved as amended. **CARRIED**

**2. Adoption of the Minutes of January 30, 2018**

**MOVED** by Commissioner Bennett, **SECONDED** by Commissioner Braunschweig that the minutes from the meeting of January 30, 2018, be adopted as amended. **CARRIED**

**3. Chair's Report**

None.

**4. Director's Report**

None

**5. Staff Reports**

**a) Staff News**

**Priest Cabin Park**

The access gate to Cedar Coast Road has (will) be moved farther up the road to accommodate local resident access. This will also provide a better parking opportunity for the public who may wish access to Priest Cabin Park. This was done under agreement of a local landowner and MOTi. The Manager plans to hike ROW this spring to determine steepness and viability as public access.

A discussion ensued regarding the exact location of the gate and it was suggested that visual aids such as using the projector to display maps would be beneficial.

**Community Works Fund Grant Application and BC Rural Dividend Grant – Port Renfrew Tourism Trail**

All funding has been received at CRD for the Tourism Trail in Port Renfrew.

Several issues have arisen regarding project implementation:

- Contract Policy dictates that three quotes must be gathered for projects that are \$10,000 or more. ITQ for the work (staircase and trail) were sent out February 12, 2018. The on-site viewing is scheduled for February 28, 2018.

Responses have been received for both Invitations to Quote. Quotes will be accepted until Friday, March 16, 2018 for the staircase and trail construction.

**Friends of Eaglecrest Park Society and other Society Agreements**

As requested at the last meeting, the Manager invited our Risk Management program to speak to the commission. Risk Management indicated that this was unlikely and requested the Manager to explain the current situation and the historical background.

*Advice from the Risk Management Branch at CRD has indicated that agreements with park societies can happen two ways (re-insurance):*

1. *Negotiate an agreement with the society and the society must purchase liability insurance to conduct business/work within the park; or*
2. *No agreement is negotiated and society members must act as individual volunteers and would fall under the individual insurance program at CRD when conducting business/work within the park.*

The Manager advised that, in the past, volunteers were organised and coordinated and stewardship agreements were appropriate and societies were created. Insurance still did not cover stewardship agreements or societies. Presently, a group of like-minded individual volunteers (not societies) are covered.

Stewardship agreements will not be renewed. There are four agreements now with a five year term and each have varied end dates.

Societies are valid, for example, to lobby concerns, support within their community or to make grant applications.

A discussion ensued regarding "Friends of..." type of societies and the value of these groups to retain motivation and the preference to "Friends of..." groups versus individuals. A working agreement (not registered) would be beneficial to maintain the relationship between CRD and parks groups and to provide direction and leadership to the community groups.

The Manager is committed to meet with each group, review agreements and discuss values to find out their interests and move forward.

**Staffing Request 2018**

Staffing requests have been approved for two seasonal park workers in the JDFEA. Their term is planned to be approximately five months (May-September). A request for a rental vehicle has been submitted but no response has been received.

The posting is closed now for the Park Works 5 position and interviews were held last week. Selection has been made, however, the successful candidate has not been notified yet. The Park Worker 2 interviews are scheduled for March 12<sup>th</sup> and we have received applications from several worthy candidates.

**Seagirt Ponds Park**

The Manager met with the Friends of Seagirt Ponds to discuss several topics of general interest and also to address their desire to install a memorial bench and information shelter. This work is intended to be completed in 2018. Funding is provided in part by the CRD and pay for bench installation only.

**Community Park Seasonal Outhouse Rental**

A contract has been signed between CRD-JdFEA and Coast Environmental to provide outhouse services at three parks over the summer season. This is the same as last year. The three parks were identified as: William Simmons Memorial Park, Wrigglesworth Park and Fishboat Bay Park.

The price of the outhouse per park was requested by Commissioner Braunschweig. A question arose that if a park permit was issued to hold an event and an outhouse is required, can the applicant obtain the CRD rate for the outhouse rental? The Manager will follow up.

**Port Renfrew Chamber of Commerce**

The Port Renfrew Chamber of Commerce has been exploring moving their office out of the Port Renfrew Community Center. They are requesting three month extension to their rental agreement and possibly rent month by month until such time as they find another location or decide to stay at the Recreation Center.

The Chamber may decide to rent from the First Nations and other groups have expressed interest to the Manager of renting the Center; however, nothing is firm yet.

**6. New Business**

**a) Shores Park in Jordan River**

The Manager received information of an abandoned real estate trailer and was advised that the locals would like it removed. The Manager has contacted the parties involved and confirmed the desire to have it cleaned up. The Manager will follow-up at a later date.

**b) Sign Standards and Park Bench Standards**

Commissioner Croteau requested information be provided as per the Parks Strategic Plan to confirm whether standards exist for both signage and park benches. It appears there are two or three types of benches and some are donated.

The Manager explained that there are sign standards within the CRD and documents exist. JDF Electoral Area does not have the same rules and regulations as Regional Parks but suggested JDFEA follow or reflect the same so that similar information is portrayed. The Manager is committed to sharing the information and explore and share at a future meeting.

The Manager explained that, presently, there is no bench program that provides standards or guidelines although, in the past, there was a committee working on a memorial bench program (at CRD Regional Parks) but it collapsed before a program was rolled out. The manager has provided unofficial guidelines for the Seagirt group.

A discussion ensued regarding past bench program and that a local contractor was hired who provided all wood benches at a reasonable cost. It was suggested that a maintenance policy be addressed. It was noted that other municipal areas were having issues with their bench donation program such as lengths of term, renewals and maintenance.

The Manager reminded the commission that JDF does not have year round park workers to provide the needed bench maintenance.

Commissioner Braunschweig will provide Coppermine kiosk information including price, costs and photos to the Manager.

Commissioner Croteau reconfirmed his request to the Manager for information on both the signage and the bench standards.

## **7. Unfinished Business**

### **a) Friends of Coppermine Park Society – Picnic Shelter Proposal**

Commissioner Braunschweig advises that the wood length measurements need to be confirmed before paying for any additional drawings. The location and setbacks for the shelter needs to be verified by locating the iron pins.

### **b) Priest Cabin Park**

Discussed under staff news.

### **c) Community Works Fund Grant Application and BC Rural Dividend Grant - Port Renfrew Tourism Trail**

Discussed under staff news.

### **d) Friends of Eaglecrest Park Society and other Society Agreements Insurance Concern**

Discussed under staff news.

### **e) Staff Request 2018**

Discussed under staff news.

### **f) Seagirt Ponds Park**

Discussed under staff news.

**g) Port Renfrew Chamber of Commerce**

Discussed under staff news.

**h) Recreation Services Program**

The Manager advised of no update and will table at future meetings. Commissioner Kimmel requested clear guidelines and what makes it work as soon as possible as the program is confusing and cumbersome. A request for a committee to be set up was made. The Manager will bring information forward to the next meeting and a sub-committee can be struck.

The Manager reminded the Commission that travel expense and EFT forms are available.

**8. Adjournment**

**MOVED** by Commissioner Jorna, **SECONDED** by Commissioner Kimmel that the meeting adjourn.

The meeting adjourned at 3:55 p.m.

---

Louise Paterson, Chair

---

Joyce Volek, Recorder



Making a difference...together

**STAFF REPORT TO THE  
JUAN DE FUCA ELECTORAL AREA PARKS AND RECREATION ADVISORY COMMISSION  
MEETING OF TUESDAY, March 27, 2018**

---

**SUBJECT:** Staff News

**ISSUE:** Information

**Community Works Fund Grant Application and BC Rural Dividend Grant – Port Renfrew Tourism Trail**

All funding has been received at CRD for the Tourism Trail in Port Renfrew. Quotes are due March 30, 2018 for the Staircase and Gravel Trail. At that time, I will be able to determine if the budget is adequate for the project. All funding has been received from Rural Dividend Grant Program.

**Working with residents at Jordan River on “The Shores Community Park”**

The Manager met with Wayne Jackaman to discuss the removal of a “Real Estate Trailer” that has been abandoned and is in very bad shape. It is located by West Coast Road in The Shores Community Park. There has been \$2,500 identified to clean up the trailer and dispose of it.

**Friends of Coppermine Park Society- Picnic Shelter Proposal**

Information has been exchanged between the Friends of Coppermine and CRD JDFEA Manager regarding the size and amount of cedar available here at this office yard for this project.

**Staffing Request 2018**

Two staff have been hired for two seasonal park workers in the JDFEA. Their term is planned to be approximately five months (May 07-September 28). I am following up on a request for a rental vehicle.

**Rental Truck 2018**

A rental truck has been arranged through “Fleet Services” for the duration the seasonal employees will be in the JdFEA.

**Trowell and Trimmer Contract – Coppermine Park**

Trowell and Trimmer have been hired for six months to conduct the mowing and trimming at Coppermine Park. The rate(s) will be the same as 2017.

**Wigglesworth Caretaker Contract**

The contract from 2017 has another year left on it. This will provide “Caretaker” provisions at Wigglesworth Community Park for the months May –September 2018. The agreement expires December 2018.

**Elrose Park Vandalism**

The RCMP have decided to not file charges against the person responsible for damage at Elrose Park ball field. The Manager will contact CRD Bylaw Enforcement for potential action. A quote will be requested for repairs for negotiation purposes and eventual repair.

Submitted by:	Don Closson, Manager, Parks and Recreation, Juan de Fuca Electoral Area
---------------	---

# **Recreation Services Review - 2018**

*For Commissioner Meeting March 27, 2018*

## **For Discussion**

### **Current Program Guidelines/Requirements:**

1. The program is conducted under a standard CRD JdFEA Contract (Annual Basis). The contract speaks to various legal requirements and also has a list of schedules some of which can be modified to suit the various activities and locations. Privacy Protection and Child Protection concerns cannot be modified.

Schedule A – Services

Schedule B – Fees and Expenses

Schedule C – Insurance Requirements

Schedule D – Contractor's Proposal

Schedule E – Privacy Protection

Schedule F – Child Protection

Schedule G – Additional Terms

### **Questions to Consider**

- Should we consider multi-year agreements?
- Are the fees appropriate?
- How often should we advertise for recreation services delivery?
- What happens when someone from outside the JdFEA attends? How do we bill for that situation?
- We currently do not have a document to handout to prospective recreation service providers.
- What should be contained in the "Contractors Proposal"?
- What Additional Terms could be considered?



## 2. Services – Schedule “A”

### SCHEDULE “A” CONTRACTOR’S SERVICES

This Schedule forms part of the agreement between the Capital Regional District (CRD) and (the “Contractor”) (the “Agreement”).

The Contractor will undertake, provide or be involved in, the following services:

#### 1. Recreation Service Instructional Training

- On a monthly basis, the provision of training sessions to participating residents in Location (East Sooke, Otter Point, Shirley/Jordan River, Port Renfrew) (Juan de Fuca Electoral Area), in accordance with appropriate teaching certification methods, practices and requirements;
- Note: For cost efficiencies, the contractor should coordinate number of classes per month in a manner that provides for the best number of participants.
- Responsibility for any advertising or posting of notices to inform Juan de Fuca Electoral Area, East Sooke community residents, of the availability and class schedules for this recreational program;
- The maintenance of weekly records for invoicing purposes. The Quarterly Billing Information Form (Schedule H) will be completed by the contractor and submitted with all invoices. Separate invoices are to be submitted for each location where services are provided.
- Provide required Commercial General Liability Insurance as specified in Schedule C Insurance and Requirements. Note: The CRD must be named as an additional insured.

#### 2. Collection of Participant Fees

- For purposes of this contract, the contractor will charge and retain 50% of the student training fees per month, and the remaining 50% of student fees will form part of the contract costs to be covered by the CRD as a program delivery service, for which the contractor will invoice the CRD as part of the quarterly invoicing procedures.

#### 3. Information to Clients on CRD Recreation Program Support

- The contractor will ensure that all clients are informed that fees are being subsidized by the Juan de Fuca Electoral Area Parks and Recreation Program, as a benefit to electoral area residents only.

#### 4. Term of Agreement

The contractor will provide weekly classes for the period January 1 – December 31, 2018. This contract may be extended for an additional year as required.

#### 5. Payment Schedule

- As per terms and conditions set out in Schedule ‘A’ Contractors Services, and Fees and Expenses set out in Schedule ‘B’, **the contractor will complete the Invoicing Form in Schedule ‘H’ for program delivery costs on a quarterly basis, commencing the end of March 2018. Separate invoice forms will be provided for each location where services are provided.**

### 3. Fee Structure is contained in Schedule "B".

#### SCHEDULE "B"

##### FEES (Section 4) and EXPENSES (Section 5)

This Schedule forms part of the agreement between the Capital Regional District (CRD) and (the "Contractor") (the "Agreement").

1. As part of the CRD Recreation Program delivery objectives, recreation service class participant fees will be subsidized by 50% for each participant, based on a monthly fee of \$15.00 for children and \$20.00 for adults.
2. The contractor will receive a fixed program support funding of \$500.00 per quarter for each program delivered at each location. This fee will cover student subsidies (50% of normal fee charged to students) and contractor support costs. Where a class does not occur in any particular month, the support funding fee for student subsidies will be pro-rated at a rate of \$125.00 for each month that classes do not occur, and does not include contractor support costs.
3. The contractor will be compensated for hall rental fees at both Shirley and East Sooke.
4. This fees schedule is based on the requirement of the contractor to provide one class per week for residents of the electoral area as part of the JdFEA Recreation Program. The contractor may choose to provide additional weekly classes as they see fit, but the above monthly fees and expenses and student subsidy fees may not exceed \$500.00.

**The attached Form in Schedule 'H' will be used for Quarterly Invoicing purposes.**

#### 4. Insurance Requirements is contained in Schedule "C":

##### **SCHEDULE "C" Insurance and Requirements (Section 14)**

This Schedule forms part of the agreement between the Capital Regional District (CRD) and (the "Contractor") (the "Agreement").

#### **INSURANCE**

1. The Contractor shall, at its own expense, provide and maintain during the term of the Agreement the following insurance in a form acceptable to the CRD with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:
  - (a) Commercial General Liability Insurance
    - i) The Contractor shall purchase Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations, and
    - ii) this insurance shall be an all risk, occurrence based policy with a two million dollars (\$2,000,000) minimum limit on an occurrence basis, and
    - iii) the CRD shall be named as an additional insured, and
    - iv) this policy shall contain the separation of insureds, cross liability clause in the conditions of the policy, and
    - v) all such policies shall provide that no cancellation or material alteration in the policy shall become effective until fifteen (15) days after written notice of such cancellation, or alteration has been given to the CRD, and
    - vi) the Contractor shall provide the CRD with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.
  - (b) Automobile Insurance
    - i) The Contractor shall maintain Third Party Legal Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence in respect of all vehicles owned and/or operated by the Contractor in connection with this agreement.
  - (c) Property Insurance

Notwithstanding anything contained elsewhere herein or within the service agreement, it is understood and agreed that the CRD will not be liable for any loss or damage to the

Contractor's equipment including loss of use thereof. Each and every policy insuring Contractor's equipment to be used in the performance of the Services shall contain a waiver of subrogation clause in the favor of the CRD.

(d) Errors and Omissions Liability Coverage

- i) The Contractor shall maintain Errors and Omissions Liability Insurance coverage with a limit of not less than five hundred thousand dollars (\$500,000) per loss and an aggregate limit of not less than one million dollars (\$1,000,000) per policy period.
  - ii) The Contractor shall provide the CRD with a certificate or certificate of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate or certificates of insurance shall include certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required therein.
2. The Contractor shall require that each of its subcontractors provide evidence of comparable insurance in the name of the subcontractor to that set forth under this schedule.
  3. Maintenance of such insurance and the performance by the Contractor of its obligations under this schedule shall not relieve the Contractor of liability under the indemnity provisions set forth in the Agreement.
  4. The CRD may take out and maintain the insurance required by the Agreement at the cost of the Contractor if the Contractor is in default under the Agreement.

## 5. Contract Proposal contained in Schedule "D"

### **SCHEDULE "D" CONTRACTOR'S PROPOSAL (Section 2.0)**

This Schedule forms part of the agreement between the Capital Regional District (CRD) and (the "Contractor") (the "Agreement").

**PROPOSAL TO BE ATTACHED AND FORM PART OF THIS CONTRACT**

## 6. Privacy Protection contained in Schedule “E”

### SCHEDULE “E” PRIVACY PROTECTION SCHEDULE (Section 11.5)

This Schedule forms part of the agreement between the Capital Regional District (CRD) (the “Public Body”) and (the “Contractor”) (the “Agreement”).

#### Definitions

1. In this Schedule,
  - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
  - (b) “**Contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (c) “**Personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement.

#### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
  - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

#### Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor’s collection of personal information.

#### Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

#### Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the

Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Correction of personal information**

8. Within five (5) business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under Section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with Section 10.
10. Within five (5) business days of correcting or annotating any personal information under Section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of personal information**

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

#### **Storage and access to personal information**

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

#### **Retention of personal information**

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

#### **Use of personal information**

15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is:
  - (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
  - (b) in accordance with section 13.

#### **Disclosure of personal information**

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the

disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

#### **Inspection of personal information**

18. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

#### **Compliance with the Act and directions**

19. The Contractor must in relation to personal information comply with:
  - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the CRD under the Act; and
  - (b) any direction given by the Public Body under this Schedule.
20. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### **Notice of non-compliance**

21. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

#### **Termination of Agreement**

22. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

#### **Interpretation**

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
25. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
26. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the CRD under the

Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

27. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.

## 7. Privacy Protection contained in Schedule "F"

### **SCHEDULE "F" Child Protection (Section 16)**

This Schedule forms part of the agreement between the Capital Regional District (CRD) and (the "Contractor") (the "Agreement").

#### **CHILD PROTECTION:**

1.1 For the purposes of this section:

**"Children"** means a child or children under the age of nineteen (19) years of age;

**"Conviction"** means conviction as that word is defined in the *Criminal Records Review Act*, R.S.B.C. 1996, c.86 (the "**CRRA**");

**"Employee"** means an employee, a subcontractor and its employees or any other person under the Contractor's control and supervision or for which it is responsible in law;

**"Relevant offence"** means:

- (a) a relevant offence listed in Schedule 1 of the CRRA and includes a predecessor to that offence; and
- (b) an offence in a jurisdiction outside Canada that is similar to an offence referred to in paragraph (a);

**"Work with children"** means working with children directly or indirectly or having or potentially having unsupervised access to children in the ordinary course of employment or in the practice of an occupation including, without limitation, all CRD parks and recreation facilities.

1.2 The Contractor covenants with the CRD that no employee of the Contractor that has been charged with or convicted of a relevant offence will work with children under the Agreement.

1.3 The Contractor shall ensure that all its employees that may work with children under the Agreement undergo a criminal records check not more than thirty (30) days prior to the Contractor commencing the Services under the Agreement and the Contractor shall, immediately upon receiving the results and before the commencement of the Services under the Agreement provide the CRD with notice in writing whether each such employee has been charged with or convicted of a relevant offence.

1.4 The Contractor shall ensure that each new employee of the Contractor will undergo a criminal records check prior to working with children under the Agreement and the



- Contractor shall, immediately upon receiving the results and before each such employee commences work under the Agreement provide the CRD with notice in writing whether each such new employee has been charged with or convicted of a relevant offence.
- 1.5 If the Contractor is or becomes aware that an employee who works with children or who may work with children under the Agreement has been charged or convicted of a relevant offence the Contractor will ensure that the employee immediately undergoes a further criminal records check.
  - 1.6 For the purposes of this section, the criminal records checks shall be carried out by the local police department that has jurisdiction over the place where the employee resides, at the Contractor's sole expense.
  - 1.7 The Contractor shall, on a monthly basis confirm to the CRD in writing that no employee of the Contractor that has been charged or convicted of a relevant offence has worked with or is working with children under the Agreement.
  - 1.8 Notwithstanding any provision to the contrary in this section 1, if the Contractor is in breach of this section 1 the CRD may, by written notice to the Contractor, immediately terminate the Agreement and will pay the Contractor for the services rendered and expenses incurred by the Contractor to the date of termination, less any amounts necessary to compensate the CRD for damages or costs incurred by the CRD or any person employed by the CRD by or on behalf of the CRD arising from the Contractor's breach.
  - 1.9 The Contractor shall indemnify and save harmless the CRD from and against all claims, demands, actions, causes of action, damages, losses, costs, expenses, liabilities and payments arising out of or of or related to, any personal injury or death, damage or loss arising from or related to, a breach of this section 1 by the Contractor.

## **7. Privacy Protection contained in Schedule "G"**

### **SCHEDULE "G" ADDITIONAL TERMS (Section 17)**

This Schedule forms part of the agreement between the Capital Regional District (CRD) and (the "Contractor") (the "Agreement").

**No Other Terms Required**

SCHEDULE 'H'



Juan de Fuca Electoral Area Parks and Recreation

Recreation Program Quarterly Invoice

Name of Contractor/Company: (Karate)

Communities Program Held in: East Sooke, Shirley and Jordan River

Invoice Period (Circle): Jan-Mar April-June July-Sept Oct-Dec

A) Student Rate(s) per week/month:

*Student rate \$15.00 for children and \$20.00 for adults. Please record number of students each week and summarize total # of students and costs on a monthly basis as per below:*

B) Class Frequency: 4 Classes/month

C) Student/Instructor Subsidy (Fixed Rate) for Quarter: = \$ 500.00

Deduct \$125.00 for student subsidy each month classes not held: = - \$ \_\_\_\_\_

D) Hall Rental (If Applicable):

\$40.00 per month X Number of months: \_\_\_\_\_ = \$ \_\_\_\_\_

Deduct \$10.00 X Number of Weeks \_\_\_\_\_ classes not held = - \$ \_\_\_\_\_

**Total Invoice: = \$ \_\_\_\_\_**

