



Sooke & Electoral Area
Parks and Recreation
Commission

OFFICE LOCATION:

SEAPARC
Leisure Complex
2168 Phillips Road
Sooke, BC

MAILING ADDRESS:

PO Box 421
Sooke, BC
V9Z 1H4

TELEPHONE:

(250) 642-8000

FAX:

(250) 642-4710

EMAIL:

seaparc@crd.bc.ca

WEBSITE:

www.seaparc.ca

AGENDA
CAPITAL REGIONAL DISTRICT
SOOKE & ELECTORAL AREA PARKS AND RECREATION COMMISSION

General Meeting, SEAPARC Boardroom
Wednesday, September 10, 2014 at 6:30 p.m.

1. Call to Order
2. Adoption of Agenda
3. Approval of the Minutes of July 2, 2014
4. Chair's Report
5. Directors' Report
6. New Business
 - a) District of Sooke Borrowing By-Law for Construction of a Community Facility (Director Milne)
7. Unfinished Business
8. Staff Reports
 - a) Staff News
 - b) Staff Reports: Code of Conduct
Stan Jones Ball Field Re-alignment
9. Roundtable
10. Adjournment

MINUTES

**Capital Regional District
Sooke & Electoral Area Parks and Recreation Commission
Minutes of a meeting held Wednesday, July 2, 2014
SEAPARC Leisure Complex Board Room, Sooke, BC**

Mission Statement:

*"Sooke Parks & Recreation Commission creates recreational opportunities for the public through the planning, development, provision and operation of recreational facilities, programs and activities with a focus on the people of the Sooke and Juan de Fuca Electoral Area"
(Mission Statement adopted October 16, 1991)*

Present: Commissioners: M. Hicks - Chair (JDF Director), J. Perkins – Vice Chair,
P. Grove, W. Milne (Sooke Director)
Staff: S. Knoke, SEAPARC Manager, C. Hoglund, Program Services Manager,
L. MacDonald, Recording Secretary
Absent: B. Berger, D. Bishop
Public: 0
Press: 0

1. CALL TO ORDER

The Chair called the meeting to order at 6:32 pm.

2. ADOPTION OF AGENDA

The following addition was made to the Agenda:

6.. New Business

a) Role for SEAPARC in a new community centre

MOVED by Director Milne, **SECONDED** by Commissioner Grove that the agenda be approved as amended. **CARRIED**

3. APPROVAL OF THE MINUTES OF June 4, 2014

MOVED by Director Milne, **SECONDED** by Commissioner Grove that the minutes of the June 4, 2014 meetings be adopted. **CARRIED**

4. CHAIR'S REPORT

5. DIRECTOR'S REPORT

6. NEW BUSINESS

a) Role for SEAPARC in a new community centre

Commissioner Grove proposed that the facility and activity management skills of SEAPARC staff could be beneficial in the development and operation of the newly proposed community centre. Director Milne noted that the project is in the very early formative stages and that a referendum is planned for November 2014 which will offer voters a choice of several options for development.

MOVED by Director Milne, **SECONDED** by Commissioner Grove that the Commission support the SEAPARC Manager's participation in the preliminary planning process for a potential community centre building.

CARRIED.

7. UNFINISHED BUSINESS

8. STAFF REPORTS

a) Staff News

Aquatic

Annual pool maintenance was completed between June 16-30.

Lindsay Brown-Havens has returned from maternity leave to her Aquatic Program Assistant position. Desirae Meija filled this position in Lindsay's absence but will now return to her positions as Lifeguard/Instructor and Summer Camp Leader. We would like to thank Desirae for her dedication and commitment to SEAPARC aquatic programming.

Community Recreation

SEAPARC offered School's Out Camps June 16-27, with an average of 11 children registered each day.

SEAPARC staff provided face painting and program promotion at the June 8th MEC Race Series at the Sooke Potholes and the Blue Grass Festival on June 14th.

The Program Services Manager noted there may be some changes in summer camp scheduling due to the potential of a teachers' strike this summer. Journey Middle School, Ecole Poirier Elementary and EMCS are all being utilized for SEAPARC camps this summer.

ADMINISTRATION

Bike Park Update

The SEAPARC Manager reported that the new bike pump track is now under construction. An open house is scheduled for July 3 to provide the public with an opportunity to view plans for the bike park and multi-use connector trail. The District of Sooke's "Invitation to Tender" for trail construction closes on July 11. The next phase of the project will see signage installed and the new trail constructed and, if feasible, the redesign of the existing dirt jumps. Fundraising is ongoing for both cash and donations-in-kind. Travis Butler kindly donated drain rock and trucking time for the new pump track.

Travel Assistance Grants

In accordance with the Commission's Travel Assistance Funding policy, the following Sooke Minor Fastball Association teams were awarded \$200 each to assist with cost of travel to their respective BC Provincial Championships:

- U16 Boys Bantam Clearwater, July 4-6
- U14 Boys PeeWee Surrey, July 11-3
- U14 Girls PeeWee Ridge Meadows, July 4-6

Playing Fields & Partnerships

A meeting was held on June 18, 2014 with community stakeholders to discuss field access and future partnerships with Sooke School District 62. The SEAPARC Manager plans to meet with the School District 62 Secretary-Treasurer in July to discuss future partnerships.

Arena Beams Repainting

Repainting project is now complete.

Budget

The 2015 budget process is underway. Staff are currently working on the Capital and Operating budgets and developing a five year Financial Plan (2015-2019). Further information will be provided to the Commission at their September meeting. The SEAPARC Manager noted that the pool's "river run" motor required replacement earlier than planned due to a break down. (item had been included in 2015 Capital Plan).

Commission expressed concerns regarding the CRD's computer replacement cycle and directed the SEAPARC Manager to query the feasibility of adding one more year to the cycle in order to cut costs.

Other items of note:

- The pool's rope swing has been replaced and is available for use;
- The new arena desiccant dehumidifier is expected to be delivered on July 3;
- Labour involved in removal of arena glass for the 2014 EMCS graduation ceremonies totalled 4 staff x 9.25 hours each;
- In response to patron suggestions, the Monday to Friday pool opening time will change to 6 am starting in September (rather than 6:15 am).

9. QUESTION PERIOD

10. ROUNDTABLE

Commissioner Perkins thanked SEAPARC staff members who worked at the Canada Day event and Bluegrass Festival for the excellent services they provided to kids and families.

11. MOTION TO MOVE IN CAMERA

It was **MOVED** and **SECONDED** that the meeting adjourn to conduct an in camera meeting in accordance with the Community Charter, Part 4, Division 3, Section 90 (1):

- (j) *information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act; and*
- (k) *negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public;*

The in camera meeting commenced at p.m. and adjourned at p.m.

RISE AND REPORT

Staff are directed to access \$4,780 in Capital Reserve Funds to purchase a snack vending machine for the provision of in-house vending services.

The regular meeting adjourned 8:35 p.m.

Mike Hicks, Chair

Lynn MacDonald, Recorder

NEW BUSINESS

STAFF NEWS



**STAFF REPORT TO THE SOOKE &
ELECTORAL AREA PARKS AND RECREATION COMMISSION
MEETING OF SEPTEMBER 10, 2014**

SUBJECT: Staff News

PURPOSE/ISSUE: Information

SUMMARY/CONCLUSIONS:

PROGRAMS

Aquatic

Summer swim lessons were busy with children registering in multiple sets. The afternoon fun swims were well attended with a different theme with a variety of games and activities to enjoy each week. A new inflatable tube for the pool and new rope swing proved very popular.

On July 9th, a 16 year old youth had an epileptic seizure in the pool, during their swim lesson. Swim Instructor, Bryce McMath, quickly recognized the situation and the lifeguard staff team responded immediately with their first aid protocol to ensure the youth's safety and that appropriate medical attention was administered. We would like to commend the staff for their skill, team work and quick response to ensure the youth received the best care possible. Many patrons who witnessed the incident shared their commendations on how well staff handled the situation (see Information Only section).

Community Recreation

Audri Mosher resigned from the position of ECE Preschool Instructor. We wish Audri well in her future career endeavors. Trina Titus has been hired as the new ECE Preschool Instructor. Trina previously worked for SEAPARC in the same position from 2008-2010, and since that time has continued working in the field in various capacities. Morgan Gubersky has been hired as the Arena Team Leader for the 2014-2015 ice season. Morgan has been working for SEAPARC in various capacities since September 2011.

Due to the rotating picket lines at Sooke schools, most SEAPARC summer camps were relocated to alternate locations including the Sooke Community Hall, Camp Barnard, and SEAPARC. Relocating the 8-11 Year olds Adventure Camps from Journey Middle School to SEAPARC resulted in a reduction in the maximum number of registered children from 20 to 14 on non out trip days (3 days per week) for both age groups (including the 5-7 year old camp). There were 72 children waitlisted for camps this year compared to 13 in 2013. Registration was steady throughout the summer for the in-house adventure camps.

The Sooke Sk8 & BMX Jam, presented by Heritage Board Shop, was held July 19th. This event was well attended with 28 participants from Southern Vancouver Island. This event was limited to those youth 18 years and younger.

ADMINISTRATION

Bike Park Redesign & Multi-Use Connector Trail Project

The multi-use connector trail between Throup Road and SEAPARC is now open to the public and the bike pump track has been re-opened. Signage will be installed in the near future. Phase 3 of the project will involve remediation of the current dirt jump park. This phase of the project will involve removal of the gravel surface and possible reconfiguring some or all jumps (subject to available funds).

Digital Sign

The new digital road sign was installed the week of Sept. 1. Staff are awaiting a BC Hydro connection before digital sign can be fully operational. The sign is expected to be operational by September 12th 2014.

A new LED sign has been installed in the Reception area to advertise facility admission rates, hours and programs.

A20 Dehumidifier

The new A20 dehumidifier is now fully operational and is effectively removing moisture from the arena area. We are currently calibrating the unit and have noted few deficiencies that need to be remedied. These issues will be addressed once the seasonal demand on the unit is reduced.

ATM and Vending Machines – Snacks and Coffee/Hot Chocolate

Two snack vending machines purchased for the facility are now stocked and operational. A new coin operated coffee/hot chocolate machine from Aramark is currently being tested. The Concession will reopen for the season on Sept. 6. A new ATM machine has been purchased and installed in the main lobby.

Staff

Hiring is underway for a three month co-op student position to assist with the development of facility wide internal emergency response procedures.

Russ Hayes, Facility Maintenance Worker 1, retired at the end of August after eight years with SEAPARC. We wish Russ all the best in his retirement and thank him for his hard work. Hiring is underway to replace to Russ.

School Closure

SEAPARC have offered day camps for the weeks of Sept. 1-5 and 8-12 as well as a hockey camp, run by Rich Dappolonia. Staff are planning to offer further camps, if necessary, though facility space will be an issue given the start of pre-school in the multi-purpose rooms. Colleen Hoglund, Program Manager and her staff have done a great job of working with existing resources to make camp care happen at SEAPARC

Playing Fields & Partnerships

The SEAPARC Manager met with Harold Cull, School District 62 Secretary-Treasurer on September 3 to discuss potential partnerships and facility access. Mr. Cull is going to look into what he can do to work with us on developing more access to community facilities and fields.

Computer Replacement Cycle

The SEAPARC Manager spoke with David Hennigan, Senior Manager – Information & Technology & GIS regarding the CRD's current computer replacement cycle. Mr. Hennigan advised against going to a five year cycle and that we are receiving the nationwide prices for computers. Preventative maintenance is a very important aspect of managing computer costs.

Plan H – Healthy Kids Forum

A Healthy Kids Forum is being planned for October 21st 2014. This event is a one day summit for children's organizations and service providers in the Capital Regional District to work together on how to improve child and youth health. This summit is funded by the Healthy Communities Capacity Grant. Invitations will be released in mid-September.

2015 Budget

The 2015 Budget as well as Service Plan will be presented to the Commission at the October 1, 2014 meeting.

Strategic Planning Session w/ Facilitator

As a part of the budgeting process the SEAPARC Manager will be seeking direction on setting up a strategic planning session with the Commission in January.



Steve Knoke
SEAPARC Manager

STAFF REPORTS



STAFF REPORT TO THE SOOKE & ELECTORAL AREA
PARKS AND RECREATION COMMISSION
MEETING OF WEDNESDAY, SEPTEMBER 10, 2014

SUBJECT:

SEAPARC Code of Conduct

PURPOSE:

To recommend, formalize and implement a 'Facility Code of Conduct' for the SEAPARC Leisure Complex.

BACKGROUND:

Public recreation facilities are areas subject to difficult public behavior. Staff, volunteers and the public often respond to challenging situations. Currently SEAPARC does not have a code of conduct in place.

ANALYSIS:

This code of conduct will be instrumental in assisting our staff with dealing with a variety of situations in terms of being a tool for them to refer to, back-up for their actions, and simply recognition for everyone's role in the facility.

The recommended wording is based on what the recreation industry is using and what has been developed and used at other facilities (specifically Nanaimo and Duncan) is as follows:

SEAPARC Code of Conduct for All Persons

- 1. I am responsible for and will control my actions at all times or I will leave the facility.*
- 2. I will treat all others and this facility with respect.*
- 3. I will interact in this facility in a safe and courteous manner.*

Failure to comply with this code of conduct may result in your immediate expulsion from this facility and/or limitations on your ability to enjoy its use.

Adopted and endorsed by the Sooke & Electoral Area Parks and Recreation Commission _____, 2014.

RECOMMENDATION(S):

That the Commission adopt the Code of Conduct as presented.

Steve Knok
SEAPARC Manager



**STAFF REPORT TO THE SOOKE &
ELECTORAL AREA PARKS AND RECREATION COMMISSION
MEETING OF SEPTEMBER 10 2014**

SUBJECT: Stan Jones Ball Field Re-alignment

PURPOSE/ISSUE:

The current orientation of Stan Jones Ball Field has been an issue due to the sun glare. This creates a poor user experience and limits field use. The purpose of this report is to peruse the options for field re-alignment.

BACKGROUND:

Stan Jones Ball Field is located in a prime position for community access at the SEAPARC Leisure Complex. It is centrally located in Sooke and has many accessible services including parking and washrooms facilities. The field is also an easy walk to the existing ball fields in the area making it desirable for tournament options.

Stan Jones is currently used regularly by adult softball players from May until August. The majority of these rentals happen in the evening hours.

Existing challenges with the field include:

- Sun glare obstructs the player's vision
- Lack of use due to poor user experience
- Drainage issues in the wet months

ANALYSIS

This project requires a design and scope of work to provide accurate budgeting. With this information SEAPARC can submit a request for proposal for the capital work to be completed. It is estimated the capital investment will be approximately \$110,000.

The proposed design will include optional improvements. Additional documents attached:

- Appendix A - site map
- Appendix B - Proposal for Conceptual Design (Parsons)

IMPLICATIONS

There are several benefits to re-aligning Stan Jones Ball Field:

- improved playing experience reducing the setting suns impact
- increase in the number of users accessing the field
- increase in related sport use. Other sports could access the improved field
- more accessible field space adjacent to the bike park

Potential risks associated with re-aligning the field include:

- large capital investment
- high cost per user
- low usage rates

ALTERNATIVES:

1. That the Commission approves \$3,675 in Capital Reserve Funds be allocated to develop a design scope of work for the re-alignment and field improvement of Stan Jones Ball Field; or
2. That the Commission consider the proposed project as part of SEAPARC's 5 year capital plan; or
3. That the Commission continues with the current field position and the field be left unchanged.

BUDGET

The cost associated with this work is estimated below. The prices provide are based on recent projects and quotes obtained by contractors. This is subject to change based on the design and scope of work.

Stan Jones Re-Alignment estimated budget

| | |
|--------------------------|-----------------|
| New infield | \$30,000 |
| Concrete Footings | \$12,325 |
| Recycle existing fencing | \$22,000 |
| Irrigation | \$5,000 |
| Design | \$3,675 |
| Install Engineering | \$12,000 |
| Improved Drainage | <u>\$25,000</u> |
| Base Budget Total | \$110,000 |

CONCLUSION:

Stan Jones field requires re-alignment to provide a quality user experience. By contracting a qualified firm to provide a design and scope of work it will provide a more accurate estimate and budgeting.

RECOMMENDATION:

That the Commission approves \$3,675 in Capital Reserve Funds be allocated to develop a design scope of work for the re-alignment and field improvement of Stan Jones Ball Field.



Steve Knoke
SEAPARC Manager

SITE PLAN

SEAPARC LEISURE COMPLEX

LOT A, SECTION 73,
Sooke District,
Plan V1999170

ADDRESS: 2188 FISH CREEK ROAD

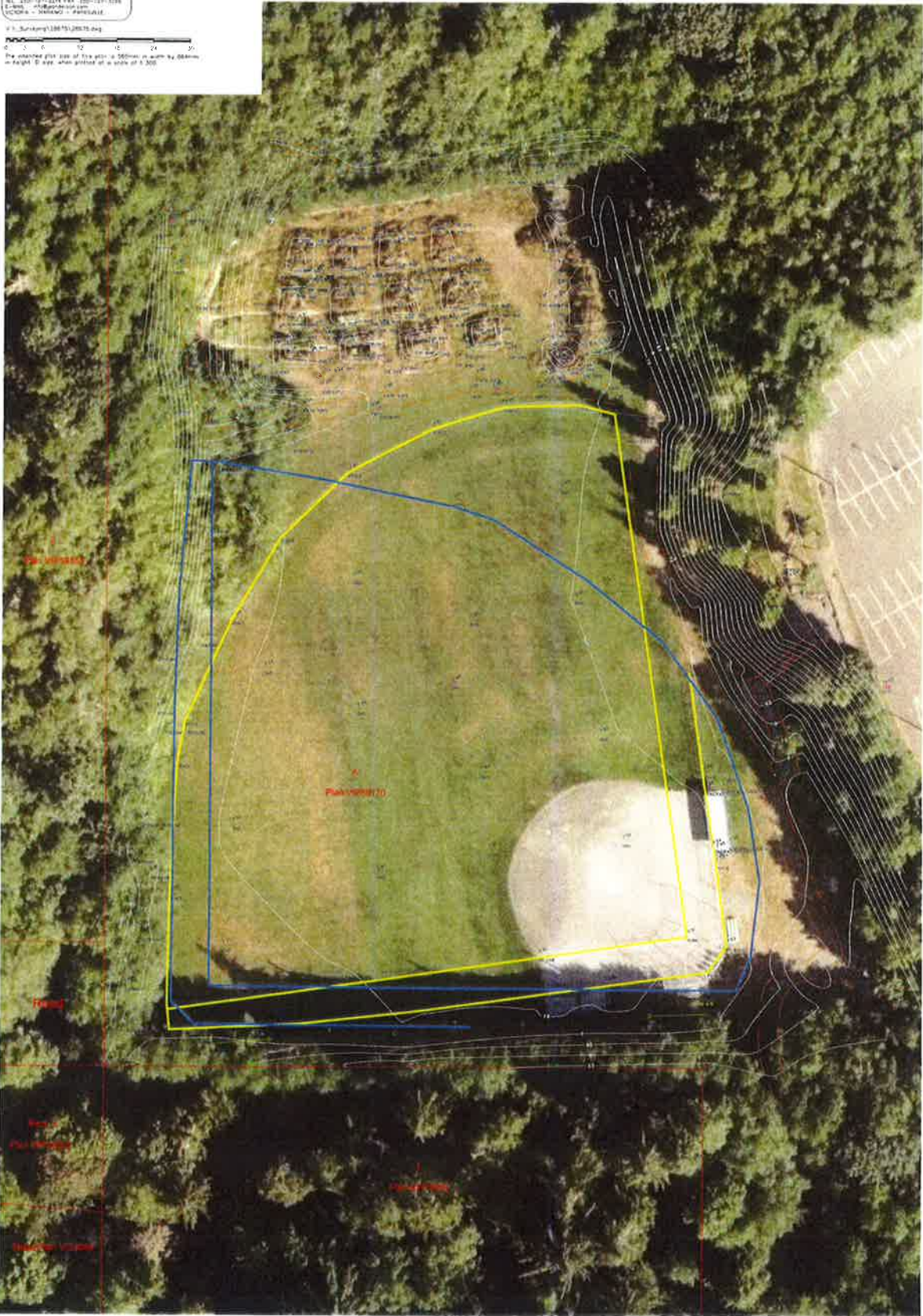
| | |
|--------------------|-----------|
| PROJECT SUPERVISOR | 8094 |
| DRAWN BY | 8994 |
| DATE | AUG 22/14 |
| CLW FILE | 20875 |
| REVISION | 10A |

JEA J.E. ANDERSON & ASSOCIATES
SURVEYORS - ENGINEERS

4812 OLAMOND AVE. WITKINIA, B.C. V0C 4A0
TEL: 250-737-8274 FAX: 250-737-8756
E-MAIL: info@jea.ca
VIC: OSA - VANCOUVER - PANGLOSS

V:\1_Surveys\18875\18875.dwg

Emissions are in stakes and are derived from Plan V083070.
This station does not constitute a re-creation of the legal boundaries between districts and is not to be used in any manner which would require some
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Subject to charges, field variations, and interests shown on this site (EN08811 (710) 824-5448-8222)
Elevation one or more based on GPS observations provided by WALS, OP 53 - 535.
Elevation one of natural grade unless ADMA otherwise.



PARSONS

4082 Shelbourne Street • Victoria, British Columbia V8N 4P6 • (250) 477-2206 • Fax (250) 477-2207 • www.parsons.com

September 2, 2014

Our Ref: EV9001

Steve Knoke, SEAPARC Manager
SEAPARC Leisure Complex
2168 Phillips Road
Sooke, BC V9Z 1H4

Dear Mr. Knoke;

Re: Proposal for Engineering Services – Stan Jones Ball Field – Conceptual Design

We are pleased to submit this proposal for engineering services for the conceptual design and Class 'D' cost estimate for the Stan Jones Ball Field re-alignment.

Project Understanding

SEAPARC wishes to complete the re-alignment of the Stan Jones Ball Field in order to provide a better playing environment for the participants. The existing field orientation is a hazard for players due to sun glare. SEAPARC has requested three (3) separate options for the re-alignment:

1. Economical Option – The existing field will be re-oriented with the existing fencing and dugouts re-used.
2. Improved Option – Includes the Economical Option with upgrades to the irrigation, infield drainage and turf.
3. Best Case Option – A new field will be constructed complete with new fencing, backstop, dugouts, irrigation, full field drainage and conduits for future lighting.

Parsons has reviewed the site and has received the site plan and survey data completed by J.E. Anderson & Associates.

We are fully committed to this project and have extensive experience with designing sports fields for municipalities, most notably, Somenos Sports Fields and Kingsview Playing Fields for the District of North Cowichan, and Shawnigan Hills Athletic Park for the Cowichan Valley Regional District.



Scope of Work

The proposed scope of work will include the following:

Conceptual Design

- Elaboration of site plan from J.E. Anderson.
- Drawing with three (3) options including fencing, irrigation and drainage.

Cost Estimate

- Schedule of quantities.
- Class 'D' cost estimate for all three (3) options.

Fees and Disbursements

The following fees will be for engineering services:

| | |
|--|---------------------------|
| Conceptual Design and Cost Estimate | \$ 3,500.00 |
| GST | \$ 175.00 |
| Total | <u>\$ 3,675.00</u> |

This fee will only be exceeded if there is prior written authorization from the Capital Regional District as a result of changes in the project's Scope of Work. Our overtime and standard rates are the same.

The disbursement costs are:

| | |
|-----------------------------|---------------|
| Mileage | \$0.50/km |
| Long Distance Communication | \$0.25/minute |
| Photocopies | \$0.20 |

Any third party charges will be at cost.

Thank you for considering Parsons for this opportunity to submit our engineering services proposal for the referenced project. We hope this proposal satisfies your requirements. Should you have any questions, please do not hesitate to contact the undersigned at your convenience.

If this proposal is acceptable to you, the terms and conditions outlined in the attached Confirmation of Assignment Form AG-102SF will apply, unless we are advised in writing to the contrary prior to the commencement of our services.



Before commencing our services, it is our policy to have returned to us a duly signed and dated copy of this proposal. Unless such authorization states otherwise, our work will then be carried out as outlined in this proposal and in accordance with the terms and conditions in the attached Confirmation of Assignment form.

Yours truly,



Marek Hanel, P.Eng.
Business Unit Manager



Luke Kostyk, EIT
Design Engineer

LK/MH

Atch: Confirmation of Assignment

Cc: n/a

ACCEPTED AND AGREED this ____ day of _____, 2014.

Mr. Steve Knoke
SEAPARC Leisure Complex

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This proposal is supplied by Parsons and is confidential. This proposal cannot be provided to anyone other than the addressee (including its employees) without Parsons written consent.



CONFIRMATION OF ASSIGNMENT
(SHORT FORM)
CONDITIONS OF ASSIGNMENT

CONFIRMATION

The Client hereby authorizes the Consultant and the Consultant hereby agrees to render the Services for the Project as specified in the Consultant's Proposal to the Client for this Project in accordance with the conditions of assignment stated herein. The Consultant may, at its discretion, and at any stage, engage subconsultants to perform all or any part of the Services.

COMPENSATION

Fees for the Services rendered will be in accordance with the Consultant's Proposal and are net of all taxes that may be levied thereon. Invoices will be due and payable by the Client within thirty (30) days of the date of the invoice without hold back, deduction or set-off unless the Client has notified the Consultant in writing within ten (10) days of the receipt of the invoice of any dispute with the invoice. In such case, the Client is entitled to withhold only the amount in dispute, and both parties shall promptly resolve the dispute as detailed below. Interest on overdue accounts is 24% per annum (2% per month).

Unless the Consultant's Proposal states otherwise, all expenses incurred as part of the Services shall be reimbursed at cost plus ten percent (10%).

All quotes for fees for the Services are estimates only and may be exceeded provided the Consultant advises the Client in advance and has received consent of the Client.

If the Consultant is required to perform additional work or change the Services for reasons beyond its control, or by the written request of the Client, the Consultant shall be compensated for such additional work or changes in accordance with the Consultant's Proposal or, if the Consultant's Proposal is silent on that issue, then on a basis to be determined and agreed to by both parties at the time.

FIELD SERVICES

Where applicable, field services recommended for the Project are the minimum necessary, and in the sole discretion of the Consultant, to observe whether the work of a contractor retained by the Client is being carried out in general conformity with the intent of the Services. Any reduction for the level of services recommended will result in the Consultant providing qualified certifications for the construction work and will result in changes to the fees for Services to be determined at that time. In the event the Client does not retain the Consultant to provide field services, the Client will defend, indemnify and hold the Consultant harmless from any loss or liability resulting from the use of the professional work provided by the Client.

REPRESENTATIVES

Each party shall designate a representative who is authorized to act on behalf of that party and receive notices under this Agreement.

DATA AND INFORMATION

The Client shall provide to the Consultant all the reports, data, studies, plans, specifications, documents and other information that are relevant to the Services. The Consultant shall be entitled to rely upon the reports, data, studies, plans, specifications, documents and other information provided by the Client or others in performing the Services and the Consultant assumes no responsibility or liability for the accuracy or completeness of such. Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss allegedly arising from errors, omissions or inaccuracies in reports, data, studies, plans, specifications, documents or other information provided to the Consultant by the Client. Consultant shall be responsible only for the accuracy of the data, interpretations and recommendations it generates or makes.

The Consultant agrees to maintain the confidentiality of information provided by the Client that is marked as confidential and shall not disclose same to any person other than to its subconsultants and those who actually need to know, unless such information is already in the public domain or is required to be disclosed by law. Notwithstanding any prevailing laws that may allow disclosure of the Consultant's confidential information, the Client agrees to notify the Consultant in advance of such disclosure.

TERMINATION

Either party may terminate this assignment without cause upon thirty (30) days' notice in writing to the other. On termination by either party under this paragraph, or upon completion of the Services, the Client shall forthwith pay to the Consultant its Fees for the Services performed, including all expenses and other Fees incurred by the Consultant for this Project.

If either party breaches their obligations under this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination by the Consultant under this paragraph, the Client shall forthwith pay to the Consultant its Fees for the Services performed to the date of termination, including all fees and expenses for this Project.

ENVIRONMENTAL

If the Services require the Consultant to perform field investigations and laboratory testing, Consultant's recommendations will not address or evaluate pollution of soil, groundwater, hazardous or toxic soil contaminants. The Consultant will co-operate with the Client's environmental consultant during the field work phase of the investigation.

PROFESSIONAL LIABILITY

In performing the Services, the Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services contemplated in this Assignment at the time and the location in which the Services were performed.

LIMITATION OF LIABILITY

The Consultant shall not be responsible for:

- a) the negligence of third parties or other consultants who may be retained by the Client;
- b) the failure of a contractor who may be retained by the Client to perform construction work or the quality of such construction work required on the Project in accordance with the applicable contract documents (but the Consultant, if performing field investigation and construction administration services, shall be responsible only for verifying that such contractor has performed its construction work in general conformance with the applicable contract documents) or the methods, means, sequences, techniques, procedures or equipment which are employed by such contractor;
- c) the design of, defects in, or warranties associated with equipment supplied or provided by the Client, its contractor or other third parties for incorporation into the Project;
- d) any cross-contamination or other environmental claims resulting from subsurface investigations;
- e) any damage to subsurface structures and utilities which were identified by the Client;
- f) any Project decisions made by the Client if the decisions were made without the advice of the Consultant or contrary to or inconsistent with the Consultant's advice;
- g) any consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruption;
- h) the unauthorized distribution of any confidential document or report prepared by or on behalf of the Consultant for the exclusive use of the Client;
- i) cost estimates provided by the Consultant for the cost of work of any other party such as the contractor, the accuracy of which cannot be guaranteed;
- j) use by the Client of any Services which are (1) incomplete or unfinished; (2) used for any other purpose other than for which they were originally intended or for another project; (3) altered, revised, modified or amended without the consent and knowledge of the Consultant; and (4) used on incompatible or improper computer processing equipment;
- k) use by third parties who rely upon or make decisions based upon the Services.

The total amount of all claims the Client may have against the Consultant under this assignment, including but not limited to, claims for negligence, negligent misrepresentations and breach of contract, shall be strictly limited to the amount of any professional liability insurance the Consultant may have available at the time such claims are made, or the amount of fees received for Services performed, whichever is lesser. No claim may be brought against the Consultant in contract or tort more than two (2) years after the Services were completed or terminated under this Agreement.

DOCUMENTS

Unless otherwise expressly agreed to by the parties, all of the documents prepared by the Consultant or on behalf of the Consultant in connection with the Project are instruments of service for the execution of the Project, and the Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used on any other project without the prior written agreement of the Consultant. The Client expressly agrees that payment of all of the outstanding fees for Services is a condition precedent to the Client's use of such documents.

DISPUTE RESOLUTION

If requested in writing by either the Client or the Consultant, both parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations, with the assistance of a mediator if necessary, on a without prejudice basis. The mediator shall be appointed by the agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days whether with or without a mediator, the dispute shall be referred to and finally resolved by an accredited arbitration centre nearest the location of the Project which has an expertise in reviewing the dispute within a reasonable time. Neither the mediator nor arbitrator, if appointed, shall in any way be financially interested in the Project or the business of the parties.

GENERAL

Neither party is permitted to assign this Agreement without the prior written consent of the other. The laws of the location of the Consultant as noted on the Consultant's Proposal Letter shall govern this Agreement. This Confirmation, the Proposal Letter, and any schedules attached hereto, shall constitute the entire agreement and understanding between the parties and supersedes all other prior agreements, whether oral or written. All amendments to the terms of this Agreement shall be made in writing and signed by the parties. If more than one Client has agreed to these terms, the obligations are joint and several.

INFORMATION ONLY

[REDACTED]

SEAPARC
RECEIVED

JUL 11 2014

Mr. Steve Knoke, Seaparc Manager
2168 Phillips Road
PO Box 421
Sooke, BC V9Z 1H4

July 10, 2014

Dear Mr. Knoke,

On July 9, 2014 one of the students in my daughters' swim class suffered a seizure in the pool during class. The way in which the event was handled was nothing short of extremely impressive and as a result I feel completely confident in my children's safety during their time at Seaparc. Once I realized something was wrong (and it took a few moments because there was NO sign of panic from anyone) I watched as Bryce (my two older girls' instructor) with the help of Annie gently guided the young girl to the shallow end of the big pool after calmly ushering the rest of the students to class with Sandy (my youngest daughter's instructor) who accepted and organized all the students seamlessly. Everyone else seemed to snap into action, the paramedics arrived quickly meanwhile, Bryce and Annie kept the girl calm and communicated with her until the hand off to the paramedics. Once the young woman had been placed on the gurney and was on her way, Bryce entered the small pool to collect the rest of his class and finish their lesson after calmly explaining to them that their classmate was okay but had passed out or fainted in the pool. As a result of the way Bryce handled the entire situation, my girls were not traumatized in any way or afraid to finish the lesson or to return to the pool today. For that I am thankful.

My husband and I cherish our three girls, Kara, Hannah, and Chloe, and their safety is of utmost importance to us. After witnessing yesterday's events, I am positive that your staff has the same regard for the safety of all the patrons of Seaparc. Well done!!

Sincerely,

[REDACTED]

Brenda C. Dahmer

From: Susan Wright
Sent: Wednesday, July 09, 2014 11:44 AM
To: Steve Knoke
Cc: Elizabeth Olsen; Colleen Hoglund
Subject: July 9th first aid incident

Hi Steve,

I would like to take a moment to let you know that we have had several members of the public stop by today to say how impressed they were with the professionalism and care that our staff demonstrated today when assisting the young lady who suffered a seizure while in the pool.

I too saw how well our aquatic staff tended to her and was very proud of them. Their skill, teamwork and representation of SEAPARC was commendable.

Susan Wright

Recreation Receptionist
SEAPARC LEISURE COMPLEX
250-642-8000

June 20, 2014

SEAPAC
RECEIVED
AUG 26 2014

To whom it may concern;

I am writing to express my appreciation for the amazing work that Tara and Teresa have exhibited throughout the preschool year. My daughter, Drew, was in the afternoon class and enjoyed it immensely.

They both are fantastic with the kids. In every interaction I had with either lady, they demonstrated kindness, patience and a great sense of humor in perfect balance with the needed leadership that a classroom of four year olds requires. I cannot say enough good things about this program and feel a large part is due to them. I hope that the two of them are still here when my younger daughter is ready for preschool.

Sincerely,

A large, solid black rectangular redaction box covering the signature area of the letter.

Stephanie Welters

SEAPARC CUSTOMER SUGGESTIONS

May - August, 2014

Programs:

- We love the baby swim class but have a few suggestions:
 - 1) There is no where to change babies in the family change room. Everyone uses the bench in handicap washroom but senior Aquafit is at the same time and they need it. Need a baby bench.
 2. The class is very repetitive. Nice to have consistency but months & months of the exact same class is getting boring for parents. (May23)
- There are usually 2 lanes open for laps. This was reduced to 1 lane - Not enough room for those doing laps. Manage your class size to ensure 2 lanes are open. Thanks (May 23)
- Re Zumba Fall Classes. Would like to see 2 classes per week. Possibly 530-630 (May 27)
- Bring back roller skating suggest bringing your own roller skates or roller blades so much fun my kids would love to come (June 2)
- Due to lack of #'s for Dave's Monday & Wednesday class it seems it might be cancelled. A number of people have said that if it was a drop in they could make it most times but might be away on holidays for a couple of visits. That's why they won't sign up. (June 2)
- Hi - We need a drop in fitness class in the morning thru the summer. More people would take the classes if they had the option. (June 2)
WE NEED TO EXERCISE DURING THE SUMMER and only 3 people have signed up for our class HELP! (June 2)
- Hoping for a fall Zumba class with Colleen (June 3)
- We would like to have Colleen back for Zumba in the fall Please (June 3)
- It would be nice to have more than one lane for swimming (June 9)
- Would like to have circuit training twice a week on Tues & Thurs. Thank You (June 10)
- Circuit Training Awesome! Would love to attend twice / week Tues / Thurs Please consider! (June 10)
- I love the Doodle Bugs in the building but space - can they be in a portable so the exercise room can double in size? (June 12)
- Please could the Tues/Thur morning 8-9am adult Swimfit be a combination of swimming & cardio & strength training. i.e. crossfit in the water. (Aug. 9)
- Could we please have Jackie as a swim fit instructor/coach for Tues & Thurs mornings? (Aug. 18)
- DROP IN always for Zumba (Aug. 21)

Administration:

- A gym please (May 20)
- Esquimalt Rec has prescription goggles for \$30.00 plus tax (May 27)
- Change the senior age from 65 to 55.
I'm sure it would encourage more people to use the facilities. (June 14)
- I want to know why senior rate isn't 60.
Rona is 55.
All the others 60.
They say the exercise we get in our 60's determines our 80's.
Well your 60's start at 60 no 65. I'm already retired and living on a fixed income. (June 28)
- Would like to see you open the pool until 8:00 pm especially over the summer month. I think all of the families in Sooke with children would appreciate this :) (July 5)

SEAPARC CUSTOMER SUGGESTIONS

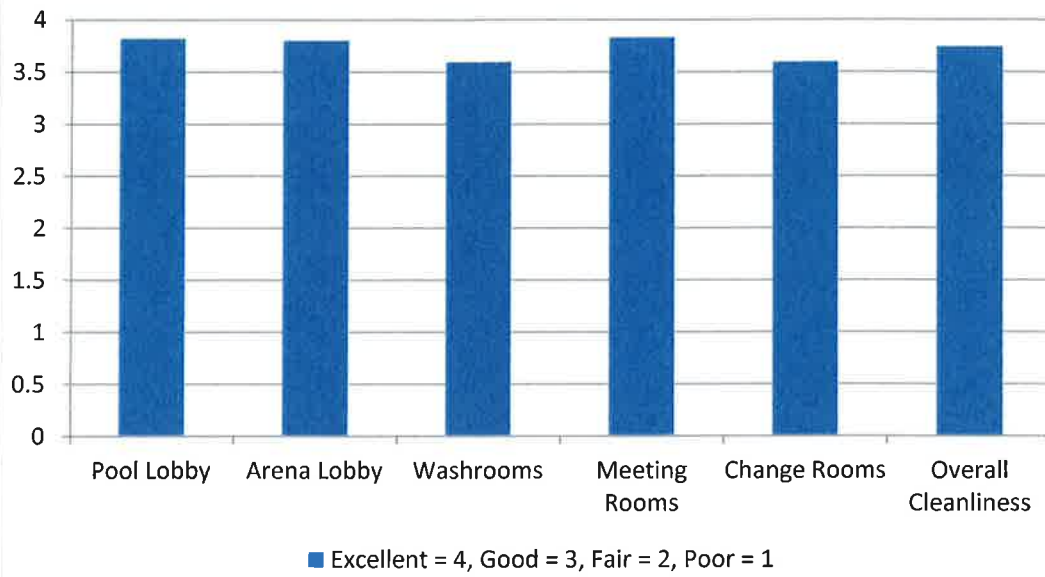
May - August, 2014 (continued)

- Please stay open to 7 or 8 on Saturday. It is our Swim date night. *(July 5)*
- I am just wondering why your summer splash pass is not for all school kids. Teens need it even more as they are often not at camp anymore, and have nothing to do in a place like Sooke. Why not make it easier for them too? *(July 6)*
- It would be wonderful if the center had a gym too. *(July 6)*
- Please build a gym for weight training. Thank You *(July 6)*
- We need a gym!!! *(July 15)*
- Advertise your shower rate. Didn't know you have one. Not on the sign. *(July 17)*
- Discounted pass for Zumba drop in. \$10 session is too far over budget. *(July 19)*
- Wish we had a gym here. *(July 21)*
- NEED EXERCISE MACHINES *(July 25)*
- Please get a gym! If you want a healthy community at least put in a few treadmills. Thanks Sooke Resident *(July 28)*
- WINDOW MURALS - Artistic and compliment to the pool & security. I have enjoyed the WINDOW MURALS the last two years and would like to see the again. They add the the (1) overall pool enjoyment & experience. The murals too changed and reflected the seasons. The murals can be viewed from the outside too.
(2) The murals provide a security cover (2 windows in height) so that swimmers etc. CANNOT be viewed from people outside -especially at night or when pool is lit up people are easily viewed from outside.
We are fortunate in having an excellent gamer and artist in Jacklyn Evens. Jacklyn has done great window murals. *(July 23)*
- Please put up some signage on the bathroom doors to indicate that they are not change rooms. I have irritable bladder disorder- "urgency when need to use bathroom" *(July 25)*
- Please put a sign on the Ladies pool bathroom asking folks NOT to change in the toilets. *(July 28)*
- I was waiting to pick-up my grandson:
 - Young parents & young children need to turn off their phones and play with their children.
 - Parenting needs help! *(Aug. 15)*

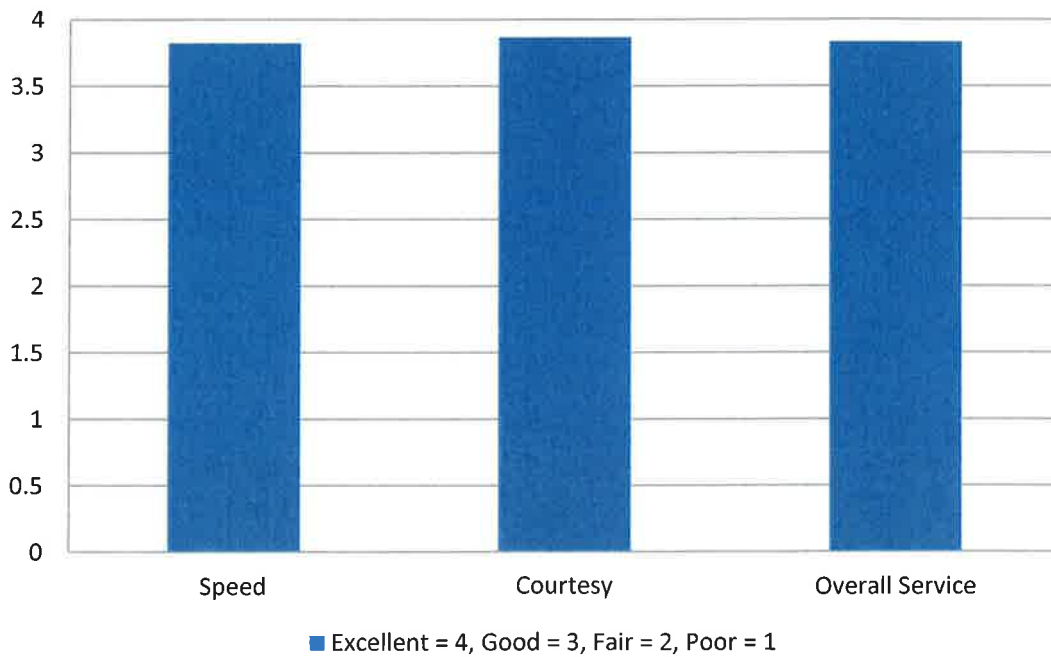
Maintenance:

- NO air conditioning in the change room please. *(July 2)*
- Hot water in ladies shower really seems too hot. Concerned re: children or infants as well as general public. *(July 15)*
- Air conditioning too cold *(July 15)*
- Long overdue soon I will tell city hall shower so hot I have sores on back my nephew said it's too hot for him and his kids also hearing others complaining to each other. people talk, no action. front desk attendant used the word scalding! It was fine prior to adjustment during closure *(Aug. 18)*
- You guys go way over board on the air conditioning!! It will be a beautiful, warm day out and I have to change into pants and a sweatshirt to come here. I've seen lots of others people wearing coats and sweaters too. It's summer you're supposed to feel warm. Let's not be wasteful! *(Aug. 21)*

Facility Cleanliness



Customer Service Ratings



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AUG 20 2014

SOOKE
Fine Arts Society

Sooke Fine Arts Society
PO Box 471 Sooke BC V9Z 1H4
250-642-7256
sfas@sookefinearts.com
www.sookefinearts.com

2014
SOOKE
Fine Arts
Show

*This Year a
Very Special*

Thank You



Catherine Keogan
Executive Director



David Bennett
President

For All Your Support of the Sooke Fine Arts Show



Thank you!
Pat Amburnson

On behalf of Edward Milne
Community School we would like to
thank you for supporting our
students' learning

Theresa
1000 1/2 1/2 1/2 1/2

Linda White
Career Center
Coordinator