



# Memorandum

**Date:** February 10, 2015

**File No.:** 6500-20- Age and  
Disability Friendly  
Community Planning

**To:** North Pender Island Local Trust Committee  
For the meeting of February 26, 2015

**From:** Justine Starke, Island Planner

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The North Pender Island Local Trust Committee (NPI LTC) has identified Age and Disability Friendly Community Planning as a top priority on the work program. The objective of this project is to consider how the North Pender Island Local Trust Committee can improve accessibility and inclusion for aging community members and people with disabilities. Please see the attached project charter (Appendix 1) which has been amended to take into account the NPI LTC grant received to conduct an Age Friendly Community Plan. This funding opportunity been enabled by the BC Municipalities Seniors Housing and Support Initiative (SHSI).

Staff issued the attached RFP (Appendix 2) in January and will be formally awarding the contract immediately.

**RECOMMENDATION:**

THAT the North Pender Island Local Trust Committee endorse the Project Charter (v.2) for the Age and Disability Friendly Planning top priority.

Respectfully Submitted,

Justine Starke  
Island Planner  
Local Planning Services

# Age Friendly Community Planning - Project Charter v2

North Pender Island Local Trust Committee

Date: February 5, 2015

**Purpose** The purpose of this project is to create an Age Friendly Plan for North Pender Island that considers how the North Pender Island Local Trust Committee can improve accessibility and inclusion for its aging and mobility challenged community members.

**Background** This proposal will explore North Pender Island's current context and evaluate which community assets benefit seniors, and where improvements are needed, in order to create a more accessible, supportive and inclusive community for the island's aging population. Access to affordable housing, transportation, and community services are pivotal to enabling independence and a supportive environment. The goal of this project is to understand the degree to which changes to land use planning policies and regulations can improve North Pender Island in becoming a more supportive and inclusive community for aging seniors. It includes the goal to create partnerships with other agencies and community groups in order to collaborate on furthering all the objectives in a comprehensive way.

## Objectives

- Complete an age-friendly community plan based on a community survey, consultation, and interviews.
- Recommendations will address: transportation; the accessibility of North Pender infrastructure; adequate housing for seniors; seniors health services, and social inclusion/civic engagement
- Update OCP/LUB to support an accessible built environment, transportation, housing, and services
- Create partnerships to implement the age friendly community plan

## In Scope

- Project management of Age Friendly planning process by Islands Trust staff. The planning process and final report will be developed by a consultant.
- Implementation of recommendations by LTC would only focus on those aspects of community life that are within the land use planning authority of the Local Trust Committee
- Seeking partnerships to enable implementation of those recommendations outside of LTC authority

## Out of Scope

- Survey or engagement of those residing outside of the NPLTA
- LTC implementation of changes to health services, employment assistance, income support or other factors that may be pivotal to the lives of seniors or those with disabilities but is outside of the Local Trust Committee's authority.

## Workplan Overview

Deliverable/Milestone	Date
Request for Proposals to develop Age Friendly Community Plan	February 02 2015
Engage consultant	March 10 2015
Information gathering, community consultation, engagement	Spring/Summer 2015
LTC review of draft report, feedback from stakeholders and partners	September/October 2015
Receive final draft, make final changes	November 2015
Submit final report to UBCM	December 31 2015
Implementation	January—December 2016

## Project Team

Justine Starke, Island Planner	Project Manager
Consultant	Lead Planner
Lori Foster	Admin support

### RPM Approval:

Date:

### LTC Endorsement:

Resolution #:

Date:

## Budget

Budget Source:

LTC Project Budget 4029/UBCM SHSI Grant

Fiscal	Item	Cost
2015-16	Consultant's work	16 500
2015-16	Meetings, advertising.	2,500



Islands Trust

## Request for Proposals North Pender Island Age Friendly Plan

Request for Proposals Number: RFP-2015.001

Issue date: January 20, 2015

**Closing Time: Proposal must be received by noon Pacific time on February 2, 2015**

**THE ISLANDS TRUST CONTACT PERSON:** All enquiries from proponents that are related to this Request for Proposals, including any requests for information and clarification, are to be directed, **in writing only**, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the option of the Islands Trust. Proponents may e-mail enquiries until **noon Pacific Time on Friday, January 30, 2015 to Justine Starke, Island Planner for North Pender Island, email: jstarke@islandstrust.bc.ca**

Proposals must not be sent by facsimile or email. They must contain **ONE** hardcopy and **ONE** copy in PDF on flash drive.

Proposals must be delivered by hand, mail or courier and marked as follows:

Attention: Justine Starke  
RFP-2015.001 North Pender Island Age Friendly Plan  
Islands Trust  
Suite 200 – 1627 Fort Street  
Victoria, BC  
V8R 1H8

### PROPONENT SECTION:

**For hard-copy proposals**, a person authorized to sign on behalf of the Proponent **must** complete and sign the Proponent Section (below), leaving the rest of this page otherwise unaltered, and include the originally-signed and completed page with the first copy of the proposal.

**The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Administrative Section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.**

<i>Signature of Authorized Representative:</i>	<i>Legal Name of Proponent (and Doing Business As Name, if applicable):</i>
<i>Printed Name of Authorized Representative:</i>	<i>Address of Proponent:</i>
<i>Title:</i>	
<i>Date:</i>	<i>Authorized Representative phone, fax or email address (if available):</i>

## 1. Definitions and Administrative Requirements

### 1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) "Contract" means the written agreement resulting from this Request for Proposals executed by the Islands Trust and the Contractor;
- b) "Contractor" means the successful Proponent to this Request for Proposals who enters into a written Contract with the Islands Trust;
- c) "must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- d) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
- e) "Request for Proposals" or "RFP" means the process described in this document; and
- f) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.
- g) "Islands Trust" means corporate bodies created under the Islands Trust Act

### 2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by the Islands Trust. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

### 3. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before

closing time will be considered to have been received on time.

Hard-copies of late proposals will not be accepted and will be returned to the Proponent. Electronic proposals that are received late will be marked late and will not be considered or evaluated.

In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

## 4. Eligibility

- a) Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the Islands Trust opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult the Islands Trust prior to submitting a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

## 5. Evaluation

Evaluation of proposals will be by a committee formed by the Islands Trust and may include employees and contractors of The Islands Trust. All personnel will be bound by the same standards of confidentiality. The Islands Trust's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

## 6. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent the Islands Trust may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

## 7. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified.

Unsuccessful Proponents may request a debriefing meeting with the Islands Trust.

#### **8. Alternative Solutions**

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

#### **9. Changes to Proposals**

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Islands Trust for purposes of clarification.

#### **10. Proponents' Expenses**

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Islands Trust, if any. If the Islands Trust elects to reject all proposals, the Islands Trust will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

#### **11. Limitation of Damages**

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

#### **12. Proposal Validity**

Proposals will be open for acceptance for at least 90 days after the closing date.

#### **13. Firm Pricing**

Prices will be firm-fixed for the entire Contract period unless this Request for Proposals specifically states otherwise.

#### **14. Currency and Taxes**

Prices quoted are to be:

- a) in Canadian dollars;
- b) inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and
- c) exclusive of GST and PST

#### **15. Completeness of Proposal**

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

#### **16. Sub-Contracting**

- a) Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal.
- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Islands Trust's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Islands Trust prior to submitting a proposal.
- c) Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made, to this list in the Contract without the written consent of the Islands Trust.

## **17. Acceptance of Proposals**

- a) This Request for Proposals should not be construed as an agreement to purchase goods or services. The Islands Trust is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The Islands Trust will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

## **18. Definition of Contract**

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

## **19. Contract**

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Islands Trust.

## **20. Liability for Errors**

While the Islands Trust has used considerable efforts to ensure information in this Request for Proposals is accurate, the information contained in this Request for Proposals is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Islands Trust, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposals.

## **21. Modification of Terms**

The Islands Trust reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

## **22. Ownership of Proposals**

All proposals submitted to the Islands Trust become the property of the Islands Trust. They will be received and held in confidence by the Islands Trust, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposals.

## **23. Use of Request for Proposals**

Any portion of this document, or any information supplied by the Islands Trust in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal the Proponent agrees to hold in confidence all information supplied by the Islands Trust in relation to this Request for Proposals.

## **24. Reciprocity**

The Islands Trust may consider and evaluate any proposals from other jurisdictions on the same basis that the Islands Trust purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

## **25. No Lobbying**

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Islands Trust, including the evaluation committee and any elected officials of the Islands Trust, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by the Islands Trust.

## **26. Collection and Use of Personal Information**

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information,

including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the Islands Trust with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Islands Trust. Such written consents are to specify that the personal information may be forwarded to the Islands Trust for the purposes of responding to this RFP and use by the Islands Trust for the purposes set out in the RFP. The Islands Trust may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Islands Trust.

**27. Confidentiality of Information**

This RFP is the property of the Islands Trust and is not to be copied or distributed without prior approval of The Island Trust. Any information acquired about the Islands Trust by a proponent during this process must not be disclosed unless authorized by the Island Trust, and this obligation will survive the termination of this RFP process. The awarding of any contract or reaching of any agreement will not permit any proponent to advertise a relationship with The Island Trust without The Island Trusts' prior authorization.

## 2. Organization Overview

### 2.1. The Islands Trust

The Trust Area consists of 13 major islands and more than 450 smaller islands between the BC Mainland and southern Vancouver Island, including Howe Sound and as far north as Comox. The population of the area is approximately 25,000.

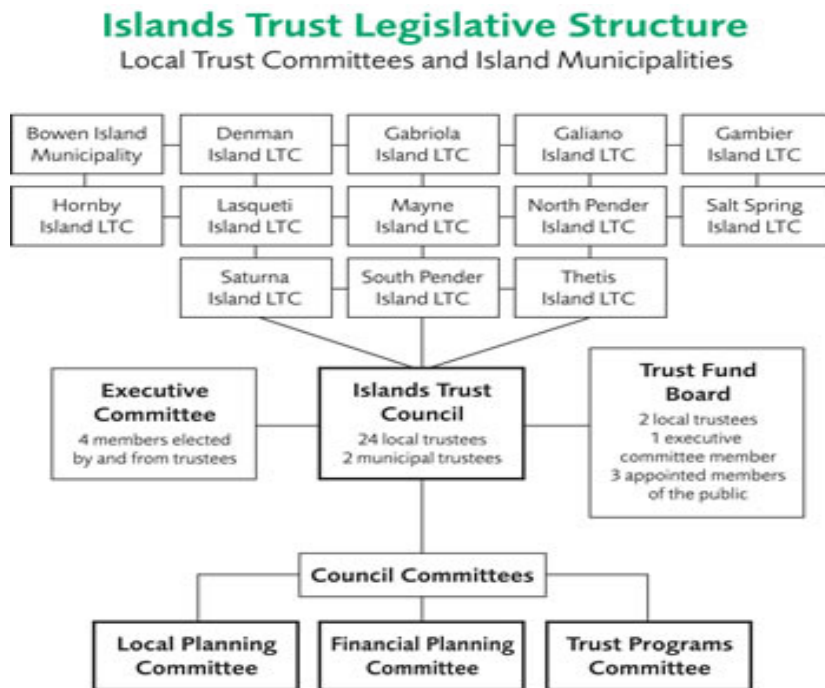
The *Islands Trust Act* established the Islands Trust in 1974 and sets out its mandate as follows:

*"To preserve and protect the trust area and its unique amenities and environment for the benefit of the residents of the trust area and of British Columbia generally, in cooperation with municipalities, regional districts, improvement districts, other persons and organizations and the government of British Columbia."*

The Islands Trust is a federation of thirteen local government bodies. Within the Islands Trust federation, there are an additional 3 corporate bodies, an executive committee and several sub-committees.

Within the broader Islands Trust Area there are 26 elected trustees serving on 13 local trust committees and one island municipality, all of whom serve on Trust Council, which meets quarterly to address regional issues. Each Local Trust Committee is an incorporated, special purpose authority with statutory responsibility for planning and regulating land use within its local trust area. All other municipal services (e.g. water, sewer, garbage, roads) are provided by Regional Districts.

The Islands Trust website is located at: <http://www.islandstrust.bc.ca/>





## 2.2. Background

The North Pender Island Local Trust Committee has identified Age and Disability Friendly Community Planning as a top priority on its work program. The objective of this project is to consider how the North Pender Island Local Trust Committee can improve accessibility and inclusion for aging and mobility challenged community members. Upon request, the successful proponent will be provided with background information, staff reports, census data, and any other useful information available from Islands Trust.

Funding for this project has been made available by a grant from the Union of BC Municipalities Seniors Housing and Support Initiative (SHSI). The 2015 SHSI program is intended to assist local governments in BC to best support aging populations, develop and implement policies and plans and/or develop projects that enable seniors to age in place and facilitate the creation of age-friendly communities. The priority in 2015 is to engage communities that have not yet completed an age-friendly plan or undertaken a project focused on age-friendly communities.

## 3. Scope of Work

### 3.1. North Pender Island Age Friendly Plan

The North Pender Island Local Trust Committee is seeking a consultant to create an age-friendly plan for the Island. The goals and objectives of the project are to:

1. Complete an age-friendly community plan of North Pender Island, based on a community survey, community consultation, and interviews with a range of stakeholders and service providers.
2. To recommend policies and actions to address: transportation and mobility (getting around North Pender); the accessibility of outdoor/indoor public, institutional, and commercial infrastructure (the built environment); the availability of accessible, adequate, and transitional housing (including the ability to age in place); senior health services, and social inclusion/civic engagement of seniors.
3. To make recommendations for updating the North Pender Island Official Community Plan policies to better support a built environment, transportation, housing, and services that are accessible for seniors and people with disabilities.
4. To make recommendations for updating the North Pender Island Land Use Bylaw to improve the standards of accessibility required in the built environment.
5. To identify and create partnerships with relevant agencies/community groups to collaborate on implementation of the age friendly community plan.

### 3.2. Deliverables

In order to fulfil the goals and objectives of the age friendly plan, the following deliverables are required:

	<b>DELIVERABLES</b>	<b>DATE</b>
1.	Baseline Analysis/Research: An overview of the demographics and population forecasting of North Pender Island seniors; a description of the agencies and service providers who play a role in the lives of seniors. Identification of partners.	April 30, 2015
2.	Public Consultation Strategy: community consultation to include a community survey (written and conducted by consultant with staff review and approval), 2 public workshops or open houses – organized and co-facilitated by Islands Trust staff, and interviews with key service providers and stakeholders. Interview questions to be reviewed by Islands Trust staff prior to interviews.	May, June, July 2015
3.	Identification of challenges faced by seniors on North Pender Island; Considerations to include transportation and mobility (getting around North Pender); the accessibility of outdoor/indoor public, institutional,	September 17, 2015

	and commercial infrastructure (the built environment); the availability of accessible, adequate, and transitional housing (including the ability to age in place); senior health services, and social inclusion/civic engagement of seniors and any other factors that emerge as important during the public consultation process.	
4	Draft Age Friendly Plan for consideration by the North Pender Local Trust Committee. The plan is to include: <ul style="list-style-type: none"> <li>• Background and baseline analysis</li> <li>• Survey results</li> <li>• Summary of consultation process and interviews</li> <li>• Analysis and Recommendations: A description of ways the community could be improved for aging seniors; identification of the appropriate government agency, service provider, or community group needed to make the change.</li> <li>• Recommendations for the North Pender Official Community Plan and Land Use Bylaw amendments</li> <li>• Recommendations for other service providers and government agencies.</li> </ul>	October 12, 2015
5.	Final Age Friendly Plan submitted to staff	Nov 10 2015
6.	Presentation of final report to the North Pender Local Trust Committee	Nov 26 2015

#### 4. Qualifications and Experience

Proposals must clearly demonstrate that they meet the following qualifications, experience and skills.

- Membership or eligibility to become a member of the Canadian Institute of Planners and the Planning Institute of British Columbia.
- Experience conducting an age friendly planning process and creating an age friendly plan for a rural community.
- Experience that demonstrates project management and community consultation skills.

#### 5. Service Contract

The successful proponent will be required to sign a service contract with Islands Trust. Please see Appendix A attached for a copy of our standard service contract.

The successful proponent will be provided with census data any other information Islands Trust has that may be useful.

#### 6. Proposed Timeline for RFP Process:

Activity	Estimated Completion Dates
Issue RFP	January 20, 2015
RFP Closing	February 6, 2015
Evaluation Period	February 6 to 10, 2015
Award of Contract to Successful proponent	To be determined

#### 7. RFP Response Outline

Proposals should be clearly written, providing a straightforward, concise description of the proponent's ability to meet the requirements of the RFP.

The following format, sequence, and instructions should be followed in order to provide consistency in proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a. An unaltered and completed Request for Proposals cover page which is page one of this RFP document. The Proponent section must be completed and signed by an authorized signatory.
- b. Table of contents including page numbers.
- c. A one page summary detailing your qualifications, experience and skills as outlined in Section 4.
- d. A resume for each individual that will be assigned to this project.
- e. A summary describing the proponent’s interpretation of the objectives of the Age Friendly Planning Process for North Pender Island.
- f. Outline three examples of previous work that demonstrates the required experience and skills as outlined in Section 4. Please note the relevance of each example and if any associated work plan was implemented on schedule and according to the budget, and if not, describe the reasons.
- g. A one page summary on the authority of the North Pender Island Local Trust Committee as assigned to it under the Islands Trust Act and Part 26 of the Local Government Act in comparison to other agencies and service providers that have a role in the daily lives of seniors on North Pender Island. The objective is to ensure understanding of the role a Local Trust Committee will play in implementing an age friendly plan and the partnerships needed to address the needs of seniors in a comprehensive way.
- h. The proponent must provide at least 3 references for work done in the last 5 years that are similar in size and complexity. These references may be contacted by Islands Trust and information should include contact name, position, name of the organization, email and telephone number.
- i. The RFP response must clearly indicate the details comprising an all-inclusive firm-fixed price (excluding GST and PST) for undertaking the deliverables described in this request for proposal. Pricing should include any associated travel cost, etc.

**8. Evaluation**

This section details all of the mandatory and desirable criteria against which proposals will be evaluated. Proponents should make sure that they fully respond to all criteria in order to receive full consideration during evaluation.

**8.1. Mandatory Criteria**

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process:

A. The proposal must be received at the closing location before the specified closing date and time.
B. One unaltered, completed Request for Proposal cover page including an originally-signed Proponent Section. The person signing the form must be an authorized signatory for the company. This document is page one of this proposal package.
C. The proposal must be in English and must not be sent by facsimile or e-mail.
D. One hard copy of the proposal and one electronic PDF copy on flash drive or CD must be submitted.

## 8.2. Evaluation Criteria

Proponents who have satisfied all the Mandatory Criteria listed in Section 7.1 will be evaluated against the Evaluation Criteria detailed below.

Your proposal will be reviewed for completeness, suitability and match to requirements. Proposals will be evaluated and ranked based on the information provided within the proposal.

<b>Criterion</b>	<b>Points</b>
1. Understanding of the scope of the work, the deliverables of the age friendly plan, and the timeframes required.	20
2. Experience that demonstrates project management, facilitation of public consultation, community planning, working with government bureaucracy, and land use planning.	20
3. Previous experience completing an age friendly plan.	20
4. References – relevant examples of recent work performing services of similar size and complexity.	20
5. Proposed Fees/Cost and Hourly Rate	20
<b>TOTAL</b>	<b>100</b>

# 1. Appendix A – Service Contract



Islands Trust

## Service Contract (General)

### THE ISLANDS TRUST

at the following address:

Suite 200 - 1627 Fort Street  
Victoria BC V8R 1H8  
Ph: (250) 405-5151  
Fax: (250) 405-5155

Contract No.:

Contract No MUST appear on all invoices

Project:

Contractor:

(the "Contractor") at the following address:

Contract Initiator:

RFP Number (if applicable):

Account Coding:

THE ISLANDS TRUST AND THE CONTRACTOR AGREE TO THE TERMS CONTAINED IN SECTIONS 1 THROUGH 20, INCLUSIVE, ON THE REVERSE SIDE OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THE "SCHEDULES")

### SCHEDULE "A" – SERVICES

(b) TERMS:

From:

To:

### SCHEDULE "B" – CONTRACT PRICE

(a) Contract Price:

(b) Fees:

(c) Rate:

(d) Expenses:

(e) Billing Date(s):

Submit Invoices by email to [IslandsTrustAccountsPayable@islandstrust.bc.ca](mailto:IslandsTrustAccountsPayable@islandstrust.bc.ca).

Please Do NOT cc any employees on invoice submissions.

### SCHEDULE "E" – ADDITIONAL TERMS

All digital information, content, reports, data, databases, graphics, maps, interfaces, texts, and files recorded, given, sent or transferred by the Islands Trust to the Contractor via floppy disk, CD-Rom, e-mail, or other method of transmission during the term (collectively, the "Data") is confidential in nature and the Contractor agrees to treat this data and information accordingly. The Islands Trust grants the Contractor the limited non-exclusive license to use the Data for the Term for the performance of the Services. The Contractor agrees to not release any part of the Data to a third party or grant access to any other organizations or persons. The Contractor shall not de-compile, disassemble, reverse engineer, copy or otherwise use the Data except as in accordance with this Agreement.

The Contractor indemnifies and saves harmless the Islands Trust, its board members, officers, employees, agents, and assigns from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal fees, costs, charges and expenses whatsoever) in any way, directly or indirectly arising the Contractor's use or failure to use the Data.

The Contractor acknowledges and agrees to the following limited warranty and limitation on rights and remedies:

- (a) The Islands Trust provides the Data to the Contractor "as is," without warranty of any kind, express or implied, including but not limited to the implied warranties of accuracy, completeness, and fitness for any particular purpose with respect to the Data and any accompanying written materials;
- (b) In no event shall the Islands Trust be liable to the Contractor or any other party for losses or damages, including any loss of profits, lost savings, injury to property, or other incidental or consequential damages arising out of the Data, including but not limited to financial losses from reliance on Data, loss or corruption of Data, and computer viruses, or the Contractor's inability to use the Data, even if the Islands Trust has been advised of the possibility of such damages; and
- (c) The Contractor assumes and accepts all risks, damages and hazards in connection with the accuracy, completeness, results, performance, use or inability to use the Data.

Attached to this Agreement as Appendix "A" is a list of digital information, content, graphs, plans, or data forming part of the Data, the copyright for which is held by a corporation or agency that is not the Islands Trust. Notwithstanding the paragraph below, the Contractor agrees to return to the Islands Trust or destroy at the end of the Term all Data listed in Appendix "A".

Upon completion of the project, the Contractor agrees to return all Data and remove all Data from the Contractor's Information Systems, except for one backup copy. This project is considered complete upon final acceptance of the Islands Trust. At the time of invoicing the Contractor must sign a statement indicating that all Data has been returned and/or destroyed except for a backup copy of the final product that the Contractor may keep for future edits and archival purposes.

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**SCHEDULE "F" - PRIVACY PROTECTION SCHEDULE**

Where the Privacy Protection Schedule is attached, (see Schedule F) Contractors are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information as outlined in Schedule "F" Privacy and Protection Schedule, if any.

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**SCHEDULE "G" – GLOBAL POSITIONING SYSTEM SPECIFICATIONS**

Where the Global Positioning System Specifications are attached, (see Schedule G) Contractors are solely responsible for familiarizing themselves, and ensuring that the deliverables meet the specifications as outlined.

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**IN WITNESS WHEREOF** the parties hereto have duly executed this agreement as of xxxxxx.

**SIGNED AND DELIVERED** on behalf of The Islands Trust by  
an authorized representative of The Islands Trust

**SIGNED AND DELIVERED** by an authorized signatory of the  
Contractor

**THE ISLANDS TRUST**

**THE CONTRACTOR**

Signature of Authorized Representative

Signature of Authorized Representative

\_\_\_\_\_

\_\_\_\_\_

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Print Name of Authorized Representative and Date of  
execution below:

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Print Name of Authorized Representative and Date of  
execution below:

Name: Cindy Shelest – Director, Administrative Services

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## THE CONTRACTOR

### 1. The Contractor will:

- (a) notwithstanding the date of the execution and delivery of this agreement, provide the Services (the "Services"), during the term (the "Term"), both described in Schedule "A", at the contract price established in Schedule "B" (the "Contract Price"), if any in accordance with this agreement and the terms of Schedule "E", if any;
- (b) supply all labour, materials and approvals necessary to provide the Services at its own expense;
- (c) upon request of the Islands Trust, fully inform the Islands Trust of the work done by the Contractor in connection with the provision of the Services and permit the Islands Trust at all times to inspect, review and copy all accounting records, findings, data, specifications, drawings, working papers, reports, documents and material (collectively the "Material"), whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this agreement;
- (d) comply with all applicable municipal, provincial and federal laws;
- (e) not assign this agreement, nor subcontract any of its obligations under this agreement, to any person, firm or corporation without the prior written consent of the Islands Trust. No subcontract will relieve the contractor from any of its obligations under this agreement;
- (f) at all times maintain a standard of care, skill and diligence in performance of the Services exercised and observed by persons engaged in the provision of services similar to the Services;
- (g) at all times treat as confidential all information or material supplied to or obtained by the Contractor or its Subcontractors as a result of this agreement and will not permit the publication, release or disclosure of the same without the prior written consent of the Islands Trust;
- (h) not provide any services for any other person or corporation which, in the reasonable opinion of the Islands Trust, may give rise to conflict of interest;
- (i) be an independent contractor and not the servant, employee or agent of the Islands Trust;
- (j) ensure that all persons employed by it in connection with the provision of the Services are competent to perform them, adequately trained, fully instructed and supervised;
- (k) accept instructions from the Islands Trust, with respect to the Services provided that the Contractor will not be subject to the control of the Islands Trust in respect of the manner in which such instructions are carried out except as specified in this agreement;
- (l) ensure that all personnel hired by the Contractor to provide the Services will be the employees of the Contractor and not the Islands Trust;
- (m) not in any manner whatsoever commit or purport to commit the Islands Trust to the payment of any money except pursuant to this agreement;
- (n) establish and maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred in form and content satisfactory to the Islands Trust;
- (o) indemnify and save harmless the Islands Trust, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Islands Trust may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or Sub-contractor of the Contractor pursuant to this agreement, excepting always liability arising out of the independent negligent acts of the Islands Trust;
- (p) during the Term, provide, maintain and pay for insurance in such form and amounts, with such deductibles, and according to the terms and conditions outlined in Schedule "D", as amended from time to time in accordance with directions of the Islands Trust; and
- (q) make application for, obtain and remit to the Islands Trust any applicable refund or remission of federal and provincial taxes, duties or impost available with respect to any articles, materials or equipment used in connection with this agreement.
- (r) Contractors are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information as outlined in Schedule "F" Privacy and Protection Schedule, if any.

## THE CONTRACT PRICE

1. In no event will the fees and expenses payable to the Contractor in respect of the Services exceed, in the aggregate, the amount the Contract Price.
2. Fees will be based on the rate set out in Schedule "B" as the "Rate".
3. The Contractor will submit written statements of account to the Islands Trust commencing no sooner than the date set out in Schedule "B" as the "Billing Date" and thereafter as specified in Schedule "B".

## THE ISLANDS TRUST

### 4. The Islands Trust will:

- (a) subject to the terms of this agreement, pay to the Contractor the Contract Price in full payment and reimbursement for providing the Services based on the fees and expenses set out in Schedule "B" and the Contractor will accept the same as full payment and reimbursement as aforesaid;
- (b) at its discretion, hold back from the Contract Price, sufficient monies to indemnify the Islands Trust completely against any lien or claim of lien arising in connection with the provision of the Services; and
- (c) make available to the Contractor all available information considered by the Islands Trust to be pertinent to the Services.

## TERMINATION

5. In the event of a substantial failure to a party to comply with the provisions of this agreement, it may be terminated by the other party on 5 days written notice.
6. The Islands Trust may, in its sole discretion, terminate this agreement on 10 days written notice and the payment of funds required to be made pursuant to section 8 will discharge the Islands Trust of all of its liability to the Contractor under this agreement.
7. Where this agreement is terminated before 100% completion of the Services, the Islands Trust will, subject to section 7, pay to the Contractor that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the Islands Trust prior to termination.
8. Where the Contractor fails to comply with the provisions of this agreement, the Islands Trust may, in addition to terminating this agreement, pursue such remedies as it deems necessary.

**GENERAL**

9. This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
10. Time will be of the essence of this agreement.
11. Any notice required to be given hereunder will be delivered by hand or mailed by prepaid registered mail to the addresses on the reverse of this agreement (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice mailed will be deemed to be received 48 hours after mailing.
12. This agreement will be binding upon the Islands Trust and its assigns and the Contractor, its successors and permitted assigns.
13. A waiver of any provision or breach by the Contractor of this agreement will be effective only if it is in writing and signed by the Islands Trust and will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this agreement.
14. The Material and any property provided by the Islands Trust to the Contractor or subcontractor will:
  - (a) be the exclusive property of the Islands Trust; and
  - (b) be delivered by the Contractor to the Islands Trust immediately upon the Islands Trust giving notice of such request to the Contractor.
15. The copyright in the Material will belong exclusively to the Islands Trust.
16. The Schedules form an integral part of this agreement.
17. Where the Contractor is a corporation the Contractor hereby represents and warrants to the Islands Trust that the signatory has been duly authorized by the Contractor to enter into this agreement without corporate seal on behalf of the corporation.
18. No amendment or modification to this agreement will become effective unless the same will have been reduced to writing and duly executed by the parties hereto.
19. This agreement, and any amendment made pursuant to section 20, constitutes the entire agreement between the parties.
20. Sections 1 (c), (h), (i), (o), (q), 16 of this Agreement will, notwithstanding the expiration or earlier determination of the Term, remain and continue in full force and effect.