



REQUEST FOR PROPOSALS No. 19-011

Oceanside Older Adult Recreation Assessment and Mapping Project

ISSUED: February 15, 2019

CLOSING DATE AND TIME:

Proposals are requested to be received at the Closing Location on or before:
3:00 PM (15:00 hrs) Pacific Time on March 15, 2019

Regional District of Nanaimo (RDN) Contact for Questions:

Jennifer Hopewell, Recreation Programmer
250-248-3252, jhopewell@rdn.bc.ca

Questions are requested five (5) business days before the closing date.

Proposals will not be opened in public



Instructions to Proponents

Closing Date/Time/Location

Proposals are to be received on or before the closing time of 3:00 PM (15:00 hrs), Pacific Time, March 11, 2019. Select one (1) of the Submission Methods below:

- a. By Email: With "Oceanside Older Adult Recreation Assessment and Mapping Project" as the subject line at this electronic address:
recparks@rdn.bc.ca
Please note: Maximum email file size limit is 20MB, or less.
- b. By Hand/Courier Delivery: One (1) copy of the Proposal along with one (1) electronic copy of the Proposal on a USB stick should be enclosed and sealed in an envelope clearly marked: "Oceanside Older Adult Recreation Assessment and Mapping Project" delivered to the:

Regional District of Nanaimo
Main Reception – 2nd Floor
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2
Attention: Jennifer Hopewell

Should there be any differences between the hard copy and the electronic copy, the hard copy will prevail. Proposals received by facsimile are not accepted.

Amendment to Proposals

Proposals may be amended in writing and sent via email at recparks@rdn.bc.ca. Such amendments should be signed by the authorized signatory of the Proponent and received prior to the closing.

Addenda

If the RDN determines that an amendment is required to this RFP, the RDN will post the addendum on the RDN (www.rdn.bc.ca) and BC Bid (www.bcbid.gov.bc.ca) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure any and all amendments are included prior to submitting their final Proposal submission.

Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to recparks@rdn.bc.ca prior to the closing.

Unsuccessful Vendors

The District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.



1. INTRODUCTION

The purpose of this Request for Proposal is to solicit submissions from qualified firms to assess and identify (for further mapping) the current recreation opportunities for older adults in the District 69 (Oceanside) area of the Regional District of Nanaimo.

Alongside a working group comprised of RDN Recreation staff and community members actively involved in older adult recreation programs, the consultant will assess the diverse recreation opportunities for older adults in the communities of; Nanoose Bay (Area E), Coombs, Hilliers, Errington (Area F), City of Parksville, Town of Qualicum Beach, French Creek (Area G), Bowser and Deep Bay (Area H). Using an age friendly lens, it is expected an asset mapping method or another similar community development research approach will be used.

The preliminary work will begin in April 2019 with the research to be conducted from May to August. The draft report will be completed in September and the final report submitted to RDN Staff by November 30, 2019.

2. BACKGROUND

In 2018, the RDN District 69 Recreation Services Master Plan was released and included recommendation #17; the development of the Older Adult/Age Friendly strategy. According to the 2016 census, the residents in Oceanside 50 years old or better make up 64.4% of the population. There are a diverse range of recreation opportunities in the Oceanside area for people 50 years plus and many of the organizations run independently. Strengthening the network between the organizations and supporting their work to meet the growing demand, was also recommended in the Master Plan (Recommendation #4, #7). The RDN Recreation and Parks Department received the funding for this project through the 2019 UBCM Age Friendly Communities Grant.

3. SCOPE OF SERVICES

- Use an asset mapping or other community development approach to the research.
- Actively involve the members of the working group throughout the assessment and reporting process.
- Identify and assess the activities within the boundaries of the four electoral areas (E, F, G, H) and two municipalities; Town of Qualicum Beach and City of Parksville, that make up the Oceanside area of the Regional District of Nanaimo.
- Complete the work within the \$25,000 (GST Excluded) budget allocated.

4. DELIVERABLES AND OUTCOMES

- a. A written document that includes
 - A listing of the recreation assets for those 50 years or more in the Oceanside area.
 - Recommendations for growth
 - Identification of common concerns that could be addressed cooperatively



- Recommendations of how to strengthen the network of older adult recreation opportunities in the Oceanside area using an age friendly framework.

b. Data collected and tabulated in Excel format to be mapped by the RDN GIS department.

REFERENCE/BACKGROUND INFORMATION

- The State of Recreation in District 69 (Oceanside) Research Report
- RDN District 69 (Oceanside) Recreation Services Master Plan

The Master Plan and State of Recreation can be found at the link below:

<https://www.getinvolved.rdn.ca/recmasterplan/documents>

- Age Friendly Communities Grant application
- RDN Board Resolution
- Working Group Terms of Reference

5. Proposal Submission and Evaluation

5.1 Proposal Submission

Proposals should:

- a) Be received on or before the established closing date and time at the location specified
- b) Include a cover letter signed by an authorized officer of the Proponent.
- c) Be in English

5.2 Evaluation Criteria

The following criteria identify the key components on which Proposals to this RFP will be evaluated.

Evaluation Criteria	Point Value	Total Score
Corporate Qualifications and Experience	10	
Experience, Depth, and Breadth of Project Team	10	
Approach and Methodology	30	
Project Management and Quality Assurance	10	
Proposed Fees	40	
Total	100	

NOTES:

1. These are the ONLY factors which will be used to evaluate the submission.
2. The highest scoring or any submission will not necessarily be accepted.



3. The lowest price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price. i.e. $\text{Score} = \text{Min Cost}/\text{Cost} \times \text{Fee Points}$

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. Every effort should be made to include complete details of the proposed work. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The selection committee may proceed with an award recommendation and the RDN may proceed to enter into negotiations with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided.

5.3 Proposal Content

Cover Letter & Signature

The Proposal should include a signed cover letter summarizing your proposal and highlighting the reasons why the RDN should select your firm for this assignment.

5.3.1 Corporate Qualifications and Experience

- a. Include a brief summary of the company's background, area(s) of expertise, organization chart, and number of employees.
- b. List any sub-consultants proposed, and provide a similar summary as above.
- c. Provide at least three (3) project abstracts that clearly outline previous experience with similar projects. The referenced projects shall be of similar or greater magnitude and have been successfully completed by the company within the past three (3) years. The project abstracts shall clearly note the project value, project constraints, location, Project Manager, key staff members, client names, client references and their current contact details. Project references may be contacted and their response may be used to form part of the evaluation score.

5.3.2 Experience, Depth, and Breadth of Project Team

- a. Provide the Resume of the Project Manager and all other project team members that would be directly involved in the project. Relevant experience, qualifications, credentials, and notable achievements in each area of the work should be detailed.
- b. Provide a table clearly indicating what role and responsibility each team member will play, the anticipated hours of each, and the total role and project hours.



5.3.3 Approach and Methodology

- a. Provide an overview of the project to confirm understanding of the scope of work and clearly define and describe how the proposed approach would meet those requirements. At a minimum, the Proponent should identify the project constraints and challenges, the sequence and timing of milestones, the respective expertise involved, and their time allocation for each.
- b. Detail your firm's approach on dealing with the project constraints and challenges in order to demonstrate your firm's innovative ideas and approach to problem solving.
- c. Submit a schedule of key tasks and milestones with dates and sufficient detail for the Evaluation Team to assess the reasonable ability of the Proponent achieving the results in the time stated.

5.3.4 Project Management and Quality Assurance

- a. Demonstrate the approach to project management and highlight the procedures to be utilized to ensure submissions are completed and delivered on time and on budget.
- b. Provide a description of an internal quality assurance and control program in place, including the provision of a quality assurance and control plan that ensures senior technical review of relevant project activities.

5.3.5 Proposed Fee

Provide pricing for the project tasks and milestones in a Schedule of Effort table showing a breakdown of fees using the same headings from the consultant's proposed methodology. The fee structure shall include hourly charge out rates and hour requirements for all personnel involved, sub-consultant fees, disbursements, meetings, and all other costs to complete the work. Items listed as optional shall be shown separately. The total project cost is to be considered an upset limit, not to be exceeded unless approved in writing by the RDN, and shall be inclusive of all Consultant salary costs, general and overhead expenses, and disbursements. Disbursements shall include the costs of printing and reproducing, drawings, reports, travel/accommodation costs, out of pocket expenses, and all other anticipated expenses. Any applicable taxes should be shown as a separate line item.

5.3.6 Proposed Purchase Contract

Proponents need to identify any specific provisions contained in this RFP with which it is unwilling or unable to comply from the attached Draft Client-Consultant Agreement and suggest replacement language prior to the closing. Failure to do so means acceptance of the agreement as presented.

6. GENERAL CONDITIONS

6.1 No Contract

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

6.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.



6.3 Acceptance and Rejection of Submissions

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

6.4 Conflict of Interest

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

6.5 Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

6.6 Litigation Clause

The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

- (a) any other contract for works or services; or
- (b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.

6.7 No Claim for Compensation

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Proponents agree that by participating in the RFP process they have no claim for compensation.

6.8 Ownership of Proposals



All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

6.9 Freedom of Information

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.

6.10 Insurance

The successful proponent will, at its own expense, provide and maintain insurance as per the draft agreement.

6.11 WorkSafe BC

The successful proponent will be registered with WorkSafe BC and be in good standing with remittance up to date. Proprietors and/or partners in a partnership will be registered with WorkSafe BC and have Personal Optional Protection.

Age-friendly Communities

2019 Application Form for Stream 1

Age-friendly Assessments, Action Plans & Planning

Please complete and return the application form by Friday, November 2, 2018. All questions are required to be answered by typing directly in this form. If you have any questions, contact lgps@ubcm.ca or (250) 952-9177.

SECTION 1: Applicant Information	
Local Government: Regional District of Nanaimo	Complete Mailing Address: 6300 Hammond Bay Road, Nanaimo, BC, V9T 6N2
Contact Person: Hannah King	Position: Superintendent, Recreation Program Services, Recreation and Parks Department
Phone: 250-947-2561	E-mail: hking@rdn.bc.ca

SECTION 2: Project Information			
<p>1. Project Information</p> <p>A. Project Title: Oceanside Older Adult Recreation Assessment and Mapping</p> <p>B. Proposed start and end dates. Start: April 1, 2019 End: November 30, 2019</p> <p>C. Total proposed project budget: \$34,500</p>			
<p>2. Proposed Focus Areas. Please indicate which age-friendly components will be the primary focus of the proposed planning activities:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Outdoor spaces and buildings <input type="checkbox"/> Transportation (including traffic safety) <input type="checkbox"/> Housing <input type="checkbox"/> Respect and inclusion </td> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Social participation <input checked="" type="checkbox"/> Communications and information <input type="checkbox"/> Civic participation and employment <input type="checkbox"/> Community support and health services <input type="checkbox"/> Plan/assessment dealing with all features </td> </tr> </table>		<input type="checkbox"/> Outdoor spaces and buildings <input type="checkbox"/> Transportation (including traffic safety) <input type="checkbox"/> Housing <input type="checkbox"/> Respect and inclusion	<input checked="" type="checkbox"/> Social participation <input checked="" type="checkbox"/> Communications and information <input type="checkbox"/> Civic participation and employment <input type="checkbox"/> Community support and health services <input type="checkbox"/> Plan/assessment dealing with all features
<input type="checkbox"/> Outdoor spaces and buildings <input type="checkbox"/> Transportation (including traffic safety) <input type="checkbox"/> Housing <input type="checkbox"/> Respect and inclusion	<input checked="" type="checkbox"/> Social participation <input checked="" type="checkbox"/> Communications and information <input type="checkbox"/> Civic participation and employment <input type="checkbox"/> Community support and health services <input type="checkbox"/> Plan/assessment dealing with all features		
<p>3. Age-friendly Accomplishments to Date & Recognition. Many BC communities have already completed steps required to be recognized as an age-friendly community. Please indicate below if your community has completed the following:</p> <p><input type="checkbox"/> Established an age-friendly advisory or steering committee that includes the active participation of older adults. An existing committee can also take on this mandate.</p>			

Passed a council or district board resolution to actively support, promote and work towards becoming an age-friendly community. As an alternative, local governments may have chosen to commit to being age-friendly through specific goals, objectives or policies in an official community plan or strategic plan.

Conducted an age-friendly assessment in consultation with older adults.

Developed and published an action plan.

Can BC Healthy Communities Society contact you to discuss completing Age-friendly Community recognition?

Yes No

4. Proposed Activities. Please describe the specific activities you plan to undertake. Refer to Section 4 of the Program & Application Guide for eligible activities under Stream 1.

The proposed activities are as follows:

1. Create a steering committee to guide the Age Friendly Recreation Assessment
2. Conduct an Age Friendly Assessment of older adult Recreation Services using an asset mapping approach
3. Engagement of older adults in planning activities
4. Adding an age-friendly lens to existing plans and policies; specifically, RDN Recreation Master Plan, Community Facilities Review-Physical Activity 2018, RDN Northern Recreation Services-Community Facilities and Program Accessibility and Inclusion report, and current planning District 69 (Oceanside) Community Recreation Facilities Accessibility Audit. This study may also influence larger policy documents in the future such as the RDN Strategic Plan, which in its current form includes age-friendly language within one of the strategic priorities.
5. Increase social participation and strengthen networks with stronger communication between Older Adult Recreation services and organizations.

5. Program Goals & Objectives. How will the proposed planning activities meet the goals of the 2019 Age-friendly Communities grant program? How will this make your community more age-friendly?

The Oceanside Older Adult Recreation Assessment and Asset Mapping project will address the following Guiding Principles or Goals of the program:

1. Community Driven - local community groups that serve the senior population in the Oceanside region will be interviewed and their feedback and input will directly influence the Oceanside Older Adult Recreation Services Assessment and Mapping project.
2. Coordinated - the consultant that will complete the mapping and assessment project will be expected to coordinate multiple RDN departments, RDN policies, community groups, as well as Island Health Authority.
3. Sustainable Results - policy development and enhancement will result from this study further into the future. Updates to the Accessibility Audit, and other aforementioned policies will be enhanced as a result of this study.
4. Catalyst for Action - the asset mapping component of this study will illustrate current seniors' amenities, gaps that need to be addressed, and will enable better sharing of resources of

operating senior services groups in the region.

6. Intended Outcomes, Deliverables & Impacts What will your project achieve? What will be the specific deliverables? List any policies, practices, plans or documents that will be developed or amended as a result of your project.

1. A steering committee will be struck to assist with the participation of older adults for this project and for age-friendly initiatives undertaken by the RDN after the completion of the assessment and mapping project.

2. Policy Enhancements - as mentioned above, many policies will be influenced by the Oceanside Older Adult Recreation Assessment and Mapping project, including the RDN Recreation Services Master Plan.

3. Asset Mapping - an asset map of focus groups, similar to that of the Capital Regional District:

<https://planh.ca/resources/links/capital-regional-district-community-map>

This will better illustrate the multitude of amenities and senior service groups and will lead to greater participation in RDN recreation services for this demographic.

7. Community Partners & Participation by Seniors

A. All applicants are encouraged to work with their local Health Authority. How will the proposed planning activities include your health authority?

Vancouver Island Health Authority - Island Health is an active participant in many of the RDN's planning exercises and this project will be no different. Their input will be sought to inform the asset mapping component and they may also contribute in determining recreation services for seniors. For example Island Health offers information on their website on recreation amenities at senior's lodges in the region, prevention of illness and how recreation can play a vital role in senior's care.

B. List all confirmed partners (e.g. school districts, First Nations or Aboriginal organizations, seniors, senior-serving organizations, community organizations and other local governments) that will directly participate in the proposed planning activities and the specific role they will play.

Below is a list of all confirmed partners in this study. They have all agreed to provide information for Asset Mapping purposes, some will sit on the steering committee, and all will provide input to the consultant as they collect relevant data:

City of Parksville

Town of Qualicum Beach

Arrowsmith Community Recreation Association

Parksville Seniors' Drop-In Centre

Society of Organized Services

Parksville Golden Oldies Sports Association

Nanoose Place Community Centre

Island Health

Qualicum Beach Seniors Centre

C. Describe any direct participation by seniors in the proposed planning activities.

Residents over 55 years will make up the majority of the Steering Committee. They will be present in all of the focus groups, interviews and will contribute to the writing and editing of the map and report. Older adults are the primary leaders in many of the local recreation services and organizations. As a recommendations turn to action, these residents will be actively engaged in the implementation and changes.

8. Evaluation. How will the project be evaluated (performance measures and/or benchmarks be used to measure outcomes)? How will this information be used?

1. Contract on budget and on time - the consultant will be expected to stay within budget and be completed within 7 months of starting on April 1 2019. Selection of a qualified consultant or firm will follow a public request for proposals process, if funding under Stream 1 is approved for the RDN.

2. Implementation of policy development - success can be measured when the Board 1) endorses the Oceanside Older Adult Recreation Assessment and Mapping project, and 2) updates the RDN Recreation Services Master Plan report and possibly other policy documents.

3. Completion of Asset Map - success will be measured when a map is produced and made available publicly through the RDN website.

4. Steering Committee - another measure of success will be filling the steering committee with participants from this project.

9. Support from BC Healthy Communities (BCHC) Society. Applicants approved under the 2019 Age-friendly Communities grant program may be eligible to apply for a range of services from BCHC Society.

The purpose of this support is to: 1) engage sector leaders so they can collaboratively prioritize the goals intended to be achieved through their age-friendly community grant; 2) understand and utilize key capacities and innovative practices that will support community groups to bring their age-friendly initiatives to the next level; and 3) determine the next wise actions to achieve the community's age-friendly goals.

Would you be interested in additional information to learn more about possible supports from BCHC Society?

Yes No

10. Additional Information. Please share any other information you think may help support your submission.

There are a number of plans with the RDN support age-friendly policies such as:

1. RDN Strategic Plan identifies "We recognize and plan for the impact of our aging population" under the strategic priority Focus on Service and Organizational Excellence. This does not take the place of a Board resolution to support this application but it is an indication that the RDN is prioritizing age-friendly issues in their planning and development. This document is included with this application, reference page #3.

2. Oceanside Health & Wellness Network Strategic Plan - The Regional District of Nanaimo is an active member in the Oceanside Health and Wellness Network (OHWN). Under section 3 in OHWN's Strategic Plan there is supportive language on age-friendly communities. See page 9 paragraph two of the report, included with this application.

3. the Oceanside Recreation Services Master Plan has been referenced throughout this application and will be influenced/enhanced by the results of this project. Specifically see

recommendation #17 - Development of an Older Adults/Age Friendly Strategy. It is included with this application. See executive summary and Page 30 of the report.

4. Demographic statistics - Census 2016 population statistics were analyzed for the purposes of this application to better illustrate the need for the Oceanside Senior Recreation Assessment and Mapping project. The total population of the study area is 46,655 people, of which 64.4% are 50 years old or greater. The average median age in the study area is 58.6 which is considerably higher than the provincial median age of 43. The area with the highest median age within the study area is Qualicum Beach with a startling 65.9 years of age. The need for age-friendly communities' initiatives may be the greatest in the province given these demographics. Greater detail of the demographic statistics of the Oceanside region is included with this application.

SECTION 3: Required Attachments


Please submit the following with your application:

- Council/Board or Band Council Resolution – Indicating local government support for the proposed project and a willingness to provide overall grant management
- Detailed budget

Submit the completed Application Form and all required attachments as an e-mail attachment to lgps@ubcm.ca and note "2019 Age-friendly" in the subject line. Submit your application as either a Word or PDF file(s). If you submit by e-mail, hardcopies and/or additional copies of the application are not required.

SECTION 4: Signature

Applications are required to be signed by an authorized representative of the applicant. Please note all application materials will be shared with the Province of BC and BCHC Society.

Name: Hannah King	Title: Superintendent, Recreation Program Services
Signature: 	Date: October 31, 2018

REGIONAL DISTRICT OF NANAIMO
Minutes of the Regular Board Meeting
Tuesday, December 4, 2018

UBCM 2019 Age Friendly Communities Grant Application

18-488

It was moved and seconded that the Board endorse the grant application to the Union of BC Municipalities (UBCM) for the Age Friendly Communities Grant (Stream 1) for the purposes of funding an active aging asset mapping project within the Northern Recreation Services area.

CARRIED UNANIMOUSLY

REGIONAL DISTRICT OF NANAIMO
WORKING GROUP FOR OLDER ADULT RECREATION
TERMS OF REFERENCE
FEBRUARY 2019

1) PURPOSE

The Working Group for Older Adult Recreation will work in cooperation with RDN Recreation Staff and an outside consultant to identify and assess the recreation assets and opportunities for people 50 years old or better in the Oceanside area; City of Parksville, Town of Qualicum Beach, Area E, F, G and H. The data collected will be compiled in an information document and map.

The information will guide the future direction, philosophy, policies, priorities, and actions for the Regional District of Nanaimo's (RDN) provision of recreation services for older adults in District 69, commonly referred to as Oceanside.

2) WORKING GROUP ROLES AND RESPONSIBILITIES

The working group will:

- review and become familiar with the RDN District 69 (Oceanside) Recreation Services Master Plan 2019 -2029;
- participate in public discussions about recreation opportunities for older adults in Oceanside;
- provide advice and feedback on consultation activities;
- assist in gathering data with the consultant and RDN staff;
- provide input and feedback on reports, discussion papers, and other documents prepared for the working group's information;
- conclude when assigned tasks have been completed.

3) MEMBERSHIP CRITERIA/SELECTION

The working group will consist of a minimum six (6) members from community groups that offer recreation for older adults. Community groups will be invited to join the working group or can contact Recreation and Parks for information on how to be involved.

Working group membership will be expected to;

- have the willingness and ability to commit to volunteering the necessary time to the working group;
- have an interest in helping to understand the assets and needs of older adult recreation in the Oceanside community as a whole;
- have the willingness and ability to consider issues from all perspectives within the community;
- have the willingness and ability to work towards consensus on issues being addressed by the working group.

RDN staff and a consultant will be present in an advisory and support capacity.

4) TERM

The term of this working group will be from March 20, 2019 to February 29, 2020.

No substitute members will be permitted. If a member must resign from the working group, alternate member appointments will be approved by the working group as required.

Frequency of meetings will be based on need. Meetings are expected to be held mid-day Monday - Friday however when appropriate evening and weekend meetings may be held.

Members are expected to attend all working group meetings and participate in public consultation activities.

5) DECISION MAKING

Working group recommendations will be made by consensus whenever possible. If necessary, votes may be taken and minority reports may be submitted.



REGIONAL DISTRICT OF NANAIMO
CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of <insert month>, 20__.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(hereinafter called the "Regional District")

AND:

<Insert Company/Individual Name>
<Insert Street Address>

(hereinafter called the "Consultant")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Consultant covenant and agree each with the other as follows:

1. Appointment

The Regional District retains the Consultant to provide the Services (herein called the "Services") described in Schedule 'A' which is attached hereto and forms part of this Agreement.

2. Term

The Consultant will provide the Services during the period (hereinafter called the "Term") commencing on <insert date> and ending on <insert date>, unless sooner terminated as hereinafter provided.

3. Payment

The Regional District will pay to the Consultant, for the Services, the amount, in the manner and at the times set out in Schedule 'A' attached hereto. The Consultant agrees to accept the amount as full payment and reimbursement. No additional amounts may be charged by the Consultant.

4. Independent Contractor

The Consultant will be an independent contractor and not the servant, employee or agent of the Regional District. The Consultant is not, and must not claim to be the Regional District's agent for any purpose unless the Regional District gives the Consultant authorization in writing to act as the Regional District's

agent for specific purposes that are reasonably necessary to the Consultant's rendering of the Services pursuant to this Agreement.

5. Assignment and Sub-contracting

The Consultant will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Ownership of Documents and Confidentiality

- 6.1 Title. The title, property rights, moral rights and ownership in and to all present and future materials and information produced or prepared by the Consultant pursuant to this Agreement including but not limited to plans, drawings, specifications, computer discs, listings, computer software and any other material or physical item on which information is stored shall vest in the Regional District without any payment by the Regional District therefor.
- 6.2 Patent and Copyright. The title, property rights, moral rights and ownership in and to all copyright in all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Services shall vest in the Regional District without any payment by the Regional District therefor.
- 6.3 Further Assurances. The Consultant shall upon request by the Regional District, do all such things and execute and deliver to the Regional District all such documents and instruments as the Regional District shall reasonably require in order to vest title, property rights and ownership in the Regional District and the Consultant shall execute and deliver all such assignments, documents and instruments as may, in the Regional District's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

7. Conflict

The Consultant shall not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Regional District, give rise to a conflict of interest between the obligations of the consultant to the Regional District under this Agreement, and the obligations of the Consultant to such other person, firm or corporation.

8. Indemnity

The Consultant shall release, indemnify and save harmless the Regional District, its elected officials, officers, and employees of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Consultant, or its officers, employees, agents or consultants, in the performance of the Services, or from the Consultant's breach of this Agreement.

9. Insurance

Comprehensive General Liability in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The Regional District is to be added as an additional insured under this policy.

10. Termination

Notwithstanding any other provision of this Agreement:

- (a) If the Consultant fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement by giving written notice of termination to the Consultant.
- (b) Either Party may terminate this Agreement at any time upon giving the other Party seven (7) days notice of such termination.

If either such option is exercised by the Regional District, the Regional District will be under no further obligation to the Consultant except to pay the Consultant such amount as the Consultant may be entitled to receive, pursuant to Schedule 'B', for services provided and expenses incurred to the date the said notice is given or delivered to the Consultant. The Consultant will refund to the Regional District any payment already made to the Consultant not yet earned.

11. Prior Dealings

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

12. Waiver

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

13. Counterparts

This Agreement may be executed in counterparts with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

14. Dispute Resolution

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

- (a) the party initiating the process will send written notice to the other party (the “Dispute Notice”); and;
- (b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.

15. Freedom of Information

The Consultant acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement may be subject to a request for public disclosure under the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165, as amended from time to time.

16. Collection of Personal Information

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Consultant may only collect or create Personal Information that is necessary for the performance of the Consultant’s obligations, or the exercise of the Consultant’s rights, under the Agreement.

17. Miscellaneous

All provisions of this Agreement in favour of the Regional District and all rights and remedies of the Regional District, either at law or equity, will survive the expiration or sooner termination of this Agreement.

SIGNATORIES

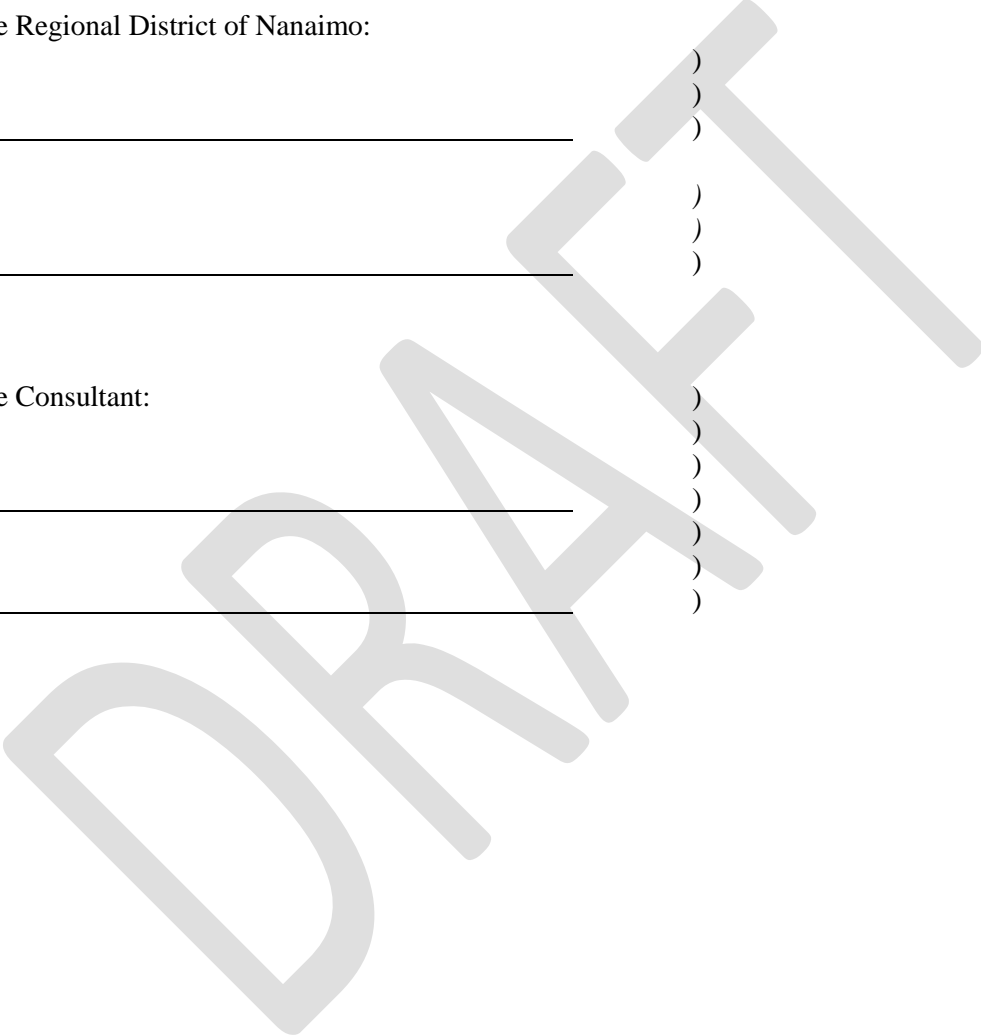
IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

For the Regional District of Nanaimo:

_____)
_____)
_____)
_____)
_____)

For the Consultant:

_____)
_____)
_____)
_____)
_____)
_____)



SCHEDULE "A"

SCOPE OF WORK

<insert scope of work, deliverables and timeline>

FEES & EXPENSES

Total compensation to be paid to the Consultant by the Regional District of Nanaimo shall not exceed a maximum of \$<insert upset amount>. This compensation includes all fees and expenses including GST. If the services are completed by the consultant at less cost than \$<insert upset amount> the Regional District shall be billed only for actual hours worked and actual expenses incurred. If the Consultant receives the Maximum Fee, but has yet to complete the Services, it shall continue to provide the Services until it has provided all of the Services.

Payment by the Regional District to the Consultant will be upon receipt of monthly written invoices from the Consultant for completed services. (Invoices shall contain a written statement of account showing the calculation of all fees and expenses claimed.)