

From: [Morgan, Jeff A FLNR:EX](#)
To: [Cottam, Nick ENV:EX](#)
Subject: FOI 71126
Date: Wednesday, April 5, 2017 10:07:39 AM

Jeff Morgan
Fish and Wildlife Branch - Policy Manager
Resource Stewardship Division
Ministry of Forests, Lands and Natural Resource Operations
Office: (250) 371-6347, Cell: (250) 318-5666, Fax: (250) 828-4000

From: Morgan, Jeff A FLNR:EX
Sent: Tuesday, January 31, 2017 4:32 PM
To: 'Chris Prosser'
Subject: RE: Shared Cost Arrangement

Thx!

Jeff Morgan
Fish and Wildlife Branch - Policy Manager
Resource Stewardship Division
Ministry of Forests, Lands and Natural Resource Operations
Office: (250) 371-6347, Cell: (250) 318-5666, Fax: (250) 828-4000

From: Chris Prosser [<mailto:cao@invermere.net>]
Sent: Tuesday, January 31, 2017 4:29 PM
To: Morgan, Jeff A FLNR:EX
Subject: RE: Shared Cost Arrangement

Yes just reviewing it now and will have it signed and scanned to you today.

Chris

From: Morgan, Jeff A FLNR:EX [<mailto:Jeff.Morgan@gov.bc.ca>]
Sent: January 31, 2017 5:26 PM
To: 'Christopher Prosser'
Subject: RE: Shared Cost Arrangement

Hello Chris,

Have you had a chance to attend to this?

Sincerely,

Jeff Morgan
Fish and Wildlife Branch - Policy Manager
Resource Stewardship Division
Ministry of Forests, Lands and Natural Resource Operations
Office: (250) 371-6347, Cell: (250) 318-5666, Fax: (250) 828-4000

From: Morgan, Jeff A FLNR:EX
Sent: Tuesday, January 24, 2017 9:17 AM
To: 'Christopher Prosser'
Subject: RE: Shared Cost Arrangement

Hello Chris,

Have you had a chance to attend to this?

Sincerely,

Jeff Morgan
Fish and Wildlife Branch - Policy Manager
Resource Stewardship Division
Ministry of Forests, Lands and Natural Resource Operations
Office: (250) 371-6347, Cell: (250) 318-5666, Fax: (250) 828-4000

From: Morgan, Jeff A FLNR:EX
Sent: Monday, January 16, 2017 1:48 PM
To: 'Christopher Prosser'
Subject: Shared Cost Arrangement

Hi Chris,

Sorry for the delay in getting this to you.

Could you please inspect the doc and if it is okay then print the entire agreement, sign and date the signature page and then pdf the whole document and send it back to me.

Sincerely,

Jeff Morgan
Fish and Wildlife Branch - Policy Manager
Resource Stewardship Division
Ministry of Forests, Lands and Natural Resource Operations
Office: (250) 371-6347, Cell: (250) 318-5666, Fax: (250) 828-4000

From: [Morgan, Jeff A FLNR:EX](#)
To: [Cottam, Nick ENV:EX](#)
Subject: FOI 71126
Date: Wednesday, April 5, 2017 10:05:19 AM
Attachments: [20170131172932070.pdf](#)

Jeff Morgan
Fish and Wildlife Branch - Policy Manager
Resource Stewardship Division
Ministry of Forests, Lands and Natural Resource Operations
Office: (250) 371-6347, Cell: (250) 318-5666, Fax: (250) 828-4000

-----Original Message-----

From: Chris Prosser [<mailto:cao@invermere.net>]
Sent: Tuesday, January 31, 2017 4:34 PM
To: Morgan, Jeff A FLNR:EX
Subject: FW: Scanned Document from District of Invermere

Hi Jeff,

Here is the agreement.

Cheers

Chris Prosser
Chief Administrative Officer
District of Invermere
PO Box 339
914 8th Avenue
Invermere, BC V0A 1K0
Phone: 250-342-9281 ext 1225
Fax: 250-342-2934
Website: www.invermere.net

-----Original Message-----

From: info@invermere.net [<mailto:info@invermere.net>]
Sent: January 31, 2017 6:30 PM
To: Chris Prosser
Subject: Scanned Document from District of Invermere

This E-mail was sent from "RNP002673C4BB40" (MP C4504).

Scan Date: 01.31.2017 17:29:31 (-0800)
Queries to: info@invermere.net



Natural Resource Sector

**GOVERNMENT TRANSFER –
SHARED COST ARRANGEMENT**

Agreement #: SCA17FHQ208-03
Project Title: URBAN DEER MANAGEMENT

THIS AGREEMENT dated for reference the 13TH day of **DECEMBER**, 2016.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the Minister of FORESTS, LANDS
AND NATURAL RESOURCE OPERATIONS

(the "Province")

AND

DISTRICT OF INVERMERE

(the "Recipient")

The parties to this Agreement (the "Parties") agree as follows:

SECTION 1 - DEFINITIONS

1. Where used in this Agreement

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Financial Contribution" means the total aggregate value stipulated in Schedule B;
- (c) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to, the Recipient as a direct result of this Agreement, but does not include:
 - i. Client case files or Personal Information as defined in the Freedom of Information and Protection of Privacy Act; or
 - ii. Property owned by the Recipient.
- (d) "Project" means the project described in Schedule A;
- (e) "Refund" means any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement.
- (f) "Services" means the services described in Schedule A;
- (g) "Term" means the duration of the Agreement stipulated in Schedule A.

SECTION 2 - APPOINTMENT

The Recipient must will carry out and complete the Project described in Schedule A and may use the Province's funding only for the purpose (specified in Schedule A) of defraying Eligible Costs incurred by the Recipient in carrying out and completing the Project.

SECTION 3 – PAYMENT OF FINANCIAL CONTRIBUTION

Subject to the provisions of this Agreement, the Province will pay the Recipient in the amount, and at the times set out in Schedule B.

The Province has no obligation to make the Financial Contribution unless the Recipient has complied with the criteria set out in Schedule A.

Notwithstanding any other provision of this Agreement the payment of the Financial Contribution by the Province to the Recipient pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, to make that payment; and
- (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

The Recipient must:

- (a) apply for, and use reasonable efforts to obtain, any available Refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Recipient as a result of this Agreement that the Province has paid or reimbursed to the Recipient or agreed to pay or reimburse to the Recipient under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province, or deduct that amount from the next request for payment under this Agreement.

The previous paragraph continues in force indefinitely, even after this Agreement expires or is terminated.

The Recipient is responsible for any Provincial Sales Tax (PST) and Goods and Services Tax (GST) and any other charges for which the Province has not expressly agreed to accept responsibility under the terms of this Agreement.

The Recipient must declare any amounts owing to the government under legislation or an agreement. Amounts due to the Recipient under this Agreement may be set-off against amounts owing to the government.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to the Province, with the intent that the Province rely on it in entering into this Agreement, that

- (a) all information, statements, documents and reports furnished or submitted by the Recipient to the Province in connection with this Agreement are true and correct;
- (b) the Recipient has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Recipient's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement; and
- (c) the Recipient is not in breach of, or in default under, any law of Canada or of the Province of British Columbia applicable to or binding on it.

All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in connection with any of the transactions contemplated by it are deemed to be representations and warranties by the Recipient under this Agreement.

All representations, warranties, covenants and agreements made in this Agreement and all certificates, applications or other documents delivered by or on behalf of the Recipient are material, have been relied on by the Province, and continue in effect during the continuation of this Agreement.

SECTION 5 - INDEPENDENT RELATIONSHIP

No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or by any actions of the Parties pursuant to this Agreement.

The Recipient will be an independent and neither the Recipient nor its servants, agents or employees will be the servant, employee, or agent of the Province.

The Recipient will not, in any manner whatsoever, commit or purport to commit the Province to the payment of money to any person, firm, or corporation.

The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

SECTION 6 – RECIPIENT’S OBLIGATIONS

The Recipient will:

- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule A;
- (b) comply with the payment requirements set out in Schedule B, including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
- (c) comply with all applicable laws;
- (d) hire and retain only qualified staff;
- (e) without limiting the provisions of subparagraph (c) of this Section carry out criminal record checks as required by the Criminal Records Review Act, in accordance with Schedule C;
- (f) unless agreed otherwise, supply, at its own cost, all labour, materials and approvals necessary to carry out the Services;

- (g) unless agreed otherwise, retain ownership to all assets acquired or intangible property created in the process of carrying out this Agreement;
- (h) co-operate with the Province in making public announcements regarding the Services and the details of this Agreement that the Province requests; and
- (i) acknowledge the financial contribution made by the Province to the Recipient for the Services in any Materials, by printing on each of the Materials the following statement:

"We gratefully acknowledge the financial support of the Province of British Columbia through the Ministry of Forests, Lands and Natural Resource Operations"

SECTION 7 - RECORDS

The Recipient will:

- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province, to be used as the basis for the calculation of amounts owing;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the Province;
- (c) permit the Province, for monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the Recipient to deliver the Services or keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and material, (both printed and electronic, including, but not limited to, hard disk or USBs'), whether complete or not, that are produced, received or otherwise acquired by the Recipient as a result of this Agreement.
- (d) if applicable, obtain the consent of clients to allow provincial employees or designates access to client case files for the purposes of service monitoring and evaluation and research purposes, as outlined in Schedule E.

The Parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the Recipient.

SECTION 8 - NON EXPENDED FINANCIAL CONTRIBUTION

At the sole option of the Province, any portion of the Financial Contribution provided to the Recipient under this Agreement and not expended at the end of the Term shall be:

- (a) returned by the Recipient to the Minister of Finance; or
- (b) retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
- (c) deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

SECTION 9 - CONFLICT OF INTEREST

The Recipient will not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to such other person or entity.

SECTION 10 - CONFIDENTIALITY

The Recipient will treat as confidential all information and material supplied to or obtained by the Recipient, or any third party, as a result of this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the Recipient to fulfill its obligations under this Agreement.

SECTION 11 - DEFAULT

Any of the following events will constitute an Event of Default,:

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Recipient in accepting this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
- (d) the Recipient ceases, in the opinion of the Province, to operate;
- (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;

- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
- (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under *the Bankruptcy and Insolvency Act* (Canada) is made by, the Recipient;
- (i) a receiver or receiver-manager of any property of the Recipient is appointed; or
- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

SECTION 12 – RESULTS OF AN EVENT OF DEFAULT

Upon the occurrence of any Event of Default and at any time thereafter that the Province may, despite any other provision of this Agreement, at its option, elect to do any one or more of the following:

- (a) terminate this Agreement, in which case the payment of the amount required under the last paragraph of Section 12 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement;
- (b) require the Event of Default be remedied within a time period specified by the Province;
- (c) suspend any installment of the Financial Contribution or any amount that is due to the Recipient while the Event of Default continues;
- (d) waive the Event of Default;
- (e) require repayment of any portion of the Financial Contribution not spent in accordance with this Agreement;
- (f) pursue any other remedy available at law or in equity.

The Province may also, at its option, either:

- (a) terminate this Agreement on 30 days written notice, without cause; or
- (b) terminate this Agreement immediately if the Province determines that the Recipient's failure to comply places the health or safety of any person at immediate risk;

and in either case, the payment of the amount required under the last paragraph of Section 12 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement.

Where this Agreement is terminated before 100% completion of the Project, the Province will pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Project completed to the satisfaction of the Province prior to termination.

SECTION 13 – DISPUTE RESOLUTION

Dispute resolution process:

In the event of any dispute between the Parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the Parties otherwise agree in writing:

- (a) the Parties must initially attempt to resolve the dispute through collaborative negotiation;
- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the Parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

Location of arbitration or mediation:

Unless the Parties otherwise agree in writing, an arbitration or mediation under the aforementioned dispute resolution process will be held in Victoria, British Columbia.

Unless the Parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the Parties must share equally the costs of a mediation or arbitration under the aforementioned dispute resolution process other than those costs relating to the production of expert evidence or representation by counsel.

SECTION 14 – INSURANCE AND INDEMNITY

Insurance

During the Term of this Agreement, the Recipient will provide, maintain and pay for insurance as specified in Schedule D, which may be amended from time to time at the sole discretion of the Province.

Without limiting the provisions of subparagraph (c) of Section 6, the Recipient will comply with the Workers' Compensation Legislation for the Province of British Columbia.

The Recipient must indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action,

cost and expenses that the Province 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 Recipient, or of any agent, employee, officer, director or sub-contractor of the Recipient pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 15 – ASSIGNMENT AND SUB-CONTRACTING

The Recipient will not, without the prior, written consent of the Province:

- (a) assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement; or
- (b) sub-contract any obligation of the Recipient under this Agreement.

No sub-contract entered into by the Recipient will relieve the Recipient from any of its obligations, including Section 6, under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.

This Agreement will be binding upon the Province and its assigns and the Recipient, the Recipient's successors and permitted assigns.

SECTION 16 - REPAYMENT OR REDUCTIONS

An amount paid by the Province to the Recipient or which is treated as such pursuant to the terms of this Agreement, and to which the Recipient is not entitled according to the terms of this Agreement is repayable to the Province and until repaid constitutes a debt due to the Province.

SECTION 17 – OTHER FUNDING

If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient will immediately provide the Province with full and complete details thereof.

SECTION 18 - NOTICES

Where in this Agreement any notice or other communication is required to be given by any of the Parties, it will be made in writing. It will be effectively given:

- (a) by delivery, to the address of the Party set out below, on the date of delivery;
- (b) by pre-paid registered mail, to the address of the Party set out below, on the fifth business day after mailing;
- (c) by facsimile, to the facsimile number of the Party mentioned in this Agreement, on the date the facsimile is sent; or

(d) by e-mail, to the e-mail address of the Party mentioned in this Agreement, on the date the e-mail is sent.

The contact details of the Parties are

Province: **Jeff Morgan**
 Manager, Fish and Wildlife Policy
 Fish and Wildlife Branch, Resource Stewardship Division
 Forests, Lands, and Natural Resource Operations
 1259 Dalhousie Drive, Kamloops, BC, V2C 5Z5
 Phone: 250-371-6347; Fax: 250-828-4000
 Jeff.Morgan@gov.bc.ca

Recipient: **Chris Prosser**
 Chief Administrative Officer
 District of Invermere
 PO Box 339
 914 8th Avenue
 Invermere, BC V0A 1K0
 Phone: 250-342-9281 ext 1225
 Fax: 250-342-2934
 cao@invermere.net

The address, phone number, facsimile number, or email set out above may be changed by notice in the manner set out in this provision.

SECTION 19 - NON-WAIVER

No term or condition of this Agreement and no breach by the Recipient of any term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the Recipient.

The written waiver by the Province of any breach by the Recipient of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 20 – ENTIRE AGREEMENT

The Schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those Schedules) are part of this Agreement.

SECTION 21 - MISCELLANEOUS

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

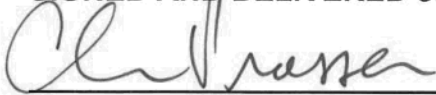
Nothing in this Agreement operates as a consent, permit, approval or authorization by the Province thereof to or for anything related to the Project that by law, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

SECTION 22 – EXECUTION AND DELIVERY OF AGREEMENT

This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each Party and that executed copy being delivered to the other Party by a method provided for in Section 18 or any other method agreed to by the Parties.

The Parties have executed this Agreement as follows:

SIGNED AND DELIVERED on behalf of the Recipient



Signature of Recipient's Signing Authority

Jan 31/17

Date

CHRIS PROSSER CAO

Printed Name & Title of Recipient's Signing Authority

SIGNED AND DELIVERED on behalf of the Province,

Signature of Province's Signing Authority

Date

Printed Name & Title of Province's Signing Authority

SCHEDULE A – SERVICES

The Project

TERM

Notwithstanding the date of execution of this Agreement, the Term of this Agreement starts on January 16, 2017 and ends on March 31, 2017.

PROJECT

Urban deer populations have become an issue in many British Columbia (BC) communities. At the 2015 Union of BC Municipalities, the BC provincial government promised to make available up to \$100,000 per year to help communities with approved deer management plans defray costs of managing urban deer populations through culling, capture and research in an effort to mitigate risks and negative impacts to communities (people) where urban deer are an issue.

PURPOSE & EXPECTED RESULTS

The purpose of this Project is to provide financial support to municipalities that are engaged in urban deer management activities to help defray costs for culling. The expected results are that urban deer will be culled.

OUTCOMES

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Recipient to comply with other provisions of this Schedule A, the Recipient must use commercially reasonable efforts to achieve them:

1. That urban deer will be less of an issue for the municipality.

The Parties acknowledge that the Recipient does not warrant that these outcomes will be achieved.

DELIVERABLES

The Recipient is to spend the funds to cull up to 51 deer within their community boundary as described in the approved *Wildlife Act* permit for this activity (the "Permit"), incorporated by reference into this Schedule A.

The Recipient must ensure compliance with the Permit in regards to all actions taken to complete the deliverables, including but not limited to capture guidelines, game meat processing guidelines, and reporting requirements.

REPORTING REQUIREMENTS:

Financial Reporting:

Following completion of the Project the Recipient must, no later than March 31, 2017 provide a final financial report including

- a Project income and expenditure summary which identifies all sources and use of the total Project funds over the duration of the entire Agreement;
- a statement detailing the use of the Province's contributions provided over the duration of the entire Agreement, including an explanation of any financial variances.

Certification / Attestation

All financial reports submitted by the Recipient must be certified by a senior officer of the Recipient's organization (such as a Chief Executive Officer or Chief Financial Officer) attesting to the correctness and completeness of the financial information provided.

Final Reporting

Following completion of the Project, the Recipient must, no later than March 31, 2017 provide a completion report describing the outcomes with respect to results set out in Schedule A. This report must include a copy of the "Record of Wildlife Harvested, Trapped or Killed" (found as appendix to the *Wildlife Act* Permit which authorized the activity).

Project Reporting:

The Recipient must make all reasonable efforts to respond to ad-hoc requests by the Province for information on Project progress. The Recipient must also advise the Province immediately of any substantial events that could impact the Project timeline.

SCHEDULE B - FINANCIAL CONTRIBUTION

PAYMENTS

1. The Province will pay the Recipient up to the total aggregate of \$10,200.00 for the Term of this Agreement based on the payment schedule below. Payment is conditional upon satisfactory receipt of the documents required to ensure that the deliverables, as set out in Schedule A are met.

2. Payment will be made as follows:

on completion of the Project and upon receipt by the Province of the final Report describing the outcomes with respect to results set out in Schedule A and a copy of the "Record of Wildlife Harvested, Trapped or Killed", \$200.00 to be paid for each deer (up to a maximum of 51 deer) culled to a maximum payment not to exceed \$10,200.00.

The Recipient must submit to the Province upon completion of the Project, a written statement of account showing

- (a) the Recipient's legal name and address;
 - (b) the date of the statement and a statement number for identification;
 - (c) the Agreement Number;
 - (d) the calculation of the Financial Contribution being claimed, with reasonable detail of the applicable part of the Project completed to statement date; and
 - (e) any other billing information reasonably requested by the Province.
3. Any future contributions by the Province under this Project are conditional upon the Recipient having complied with the terms and conditions of this Agreement.

SCHEDULE C - CRIMINAL RECORDS CHECKS

The purpose of the *B.C. Criminal Records Review Act* (the "Act") is to help protect children from physical and sexual abuse. The legislation applies to all organizations that work with children and are operated, licensed or receive operating funds from the provincial government of British Columbia.

The Act makes a criminal record check mandatory for anyone who works with children. In the Act, "works with children" means:

Working with children directly or having or potentially having unsupervised access to children in the ordinary course of employment or in the practice of an occupation.

The Act defines "child" as an individual under 19 years of age.

In consideration of the above, the Recipient will;

1. comply with all requirements and regulations of the Act;
2. ensure all new and existing employees, volunteers, and sub-contractors comply with the Act including those who have previously completed a criminal records review check; and
3. maintain and make available to the Province, upon request, documentation showing that the criminal record check requirement, as set out in this Schedule, has been met.

Schedule D - Insurance

1. The Recipient shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Province.
 - (a) Automobile Liability on all vehicles owned, operated or licensed in the name of the Recipient, and if used for government business, in an amount not less than \$1,000,000.
 - (b) Comprehensive/Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage. The Province is to be an additional insured under this policy. Such insurance shall include, but not be limited to
 - Products and completed Operations Liability;
 - Owner's and Contractor's Protective Liability;
 - Blanket Written Contractor Liability;
 - Contingent Employer's Liability;
 - Personal Injury Liability;
 - Non-Owned Automobile Liability;
 - Cross Liability;
 - Employees as Additional Insured;
 - Broad Form Property Damage; and
 - If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of the Province occupied by the Recipient.
2. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Province.
3. The Recipient shall provide the Province with evidence of all required insurance prior to the commencement of the work or services. Such evidence shall be in the form of a completed Province of British Columbia Certificate of Insurance, duly signed by the Insurance Broker and the Insured. When requested by the Province, the Recipient shall provide certified copies of required policies.
4. All required insurance shall be endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
5. The Recipient hereby waives all rights of recourse against the Province with regard to damage to the Recipient's property.
6. The Recipient will comply with the *Workers' Compensation Act* legislation for the Province of British Columbia.

SCHEDULE E - PRIVACY PROTECTION - Not Applicable

From: [Morgan, Jeff A FLNR:EX](#)
To: [Cottam, Nick ENV:EX](#)
Subject: FOI 71126
Date: Wednesday, April 5, 2017 10:07:15 AM

Jeff Morgan
Fish and Wildlife Branch - Policy Manager
Resource Stewardship Division
Ministry of Forests, Lands and Natural Resource Operations
Office: (250) 371-6347, Cell: (250) 318-5666, Fax: (250) 828-4000

-----Original Message-----

From: Morgan, Jeff A FLNR:EX
Sent: Friday, February 17, 2017 1:23 PM
To: 'Chris Prosser'
Subject: RE: Scanned Document from District of Invermere

Hi Chris,

How is the cull going?

Jeff Morgan
Fish and Wildlife Branch - Policy Manager Resource Stewardship Division Ministry of Forests, Lands and Natural
Resource Operations
Office: (250) 371-6347, Cell: (250) 318-5666, Fax: (250) 828-4000

-----Original Message-----

From: Chris Prosser [<mailto:cao@invermere.net>]
Sent: Tuesday, January 31, 2017 4:34 PM
To: Morgan, Jeff A FLNR:EX
Subject: FW: Scanned Document from District of Invermere

Hi Jeff,

Here is the agreement.

Cheers

Chris Prosser
Chief Administrative Officer
District of Invermere
PO Box 339
914 8th Avenue
Invermere, BC V0A 1K0
Phone: 250-342-9281 ext 1225
Fax: 250-342-2934
Website: www.invermere.net

-----Original Message-----

From: info@invermere.net [<mailto:info@invermere.net>]
Sent: January 31, 2017 6:30 PM
To: Chris Prosser
Subject: Scanned Document from District of Invermere

This E-mail was sent from "RNP002673C4BB40" (MP C4504).

Scan Date: 01.31.2017 17:29:31 (-0800)
Queries to: info@invermere.net

Urban Deer
2017 Annual Report



Submitted by: Chris Prosser, CAO

Date: March 16, 2017

Introduction

Starting in 2014-15, the District of Invermere initiated an operational program to manage aggressive deer in targeted neighborhoods. Council directed staff to create an operational management program under an approved three (3) year permit granted from the Ministry of Forests, Lands and Natural Resources.

s.19

s.19 The Program was initiated in early December 2015 and ran until the middle of March 2016. All meat was delivered to a local meat cutter for processing under the requirements from the Interior Health Authority. All meat was provided to the local food bank for use in their operations within the valley community.

Invermere deer cull summary 201

Species	Total	Adult Females	Adult Males	Juvenile Females	Juvenile Males
Mule deer	17	5	8	3	1

- No white-tailed deer captured

It is estimated that 850 lbs of meat were processed and donated to local food banks. Meat processing was paid was shared with the District and the food bank. The District paid for the cost to gut and skin the deer for processing purposes. The cost for gutting and skinning the animals totaled \$2,125. All costs associated with processing the meat were covered by the Food Bank and was not disclosed to the District. All trapping was conducted internally with unionized staff volunteers. In addition to the costs for gutting and skinning the deer, labour costs for trapping amounted to \$10,087.68.

The District received no interest from the local First Nations for the deer meat.

Traps were located in zones which have aggressive deer / human safety related issues.

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Urban deer were counted on November 19, 2016 in town. The town is separated into 7 survey units and all units are counted at the same time so as to reduce double counting. A total of 99 mule deer and 3 white-tailed deer were counted. This was the lowest count since the start of the program in 2012. We will be conducting urban deer counts annually.

Results and Observations

The targeted approach adopted by the District appears to have succeeded in removing the most aggressive deer within those neighborhoods. In 2015, complaints regarding aggressive deer were at their lowest since complaint tracking began in 2012. The milder winter impacted the results and in the reduced number of deer removed from the community.

Conclusion

The program is planned to continue beginning in December 2017 and with the submission of a permit renewal for three years. The program will be operated in the same manner and the District will continue to utilize our own resources to manage the deer population. This program will run in conjunction with any translocation or other permitted deer management tool.

Appendix “A” – 2016 Deer Count

Mr. Chris Prosser

November 20, 2016

Chief Administrative Officer
District of Invermere

	2015 deer count	2016 deer count	change
Area 1	8	23	+15
Area 2	25	8	-17
Area 3	23	21	-2
Area 4	2	23	+21
Area 5	12	22	+10
Area 6	23	9	-14
Area 7	9	8	-1
Totals	102	114	+12

The Lake Windermere district Rod and Gun Club carried out the 2016 urban deer count on the morning of the 19 of November. There was an increase of 12 deer or 10% when comparing 2016 with 2015. It should be noted that the temperature -1 degrees and weather - broken cloud no precipitation compared to -10 degrees in 2015 can be a significant factor as the deer were more likely bedded down in 2015 and this year were up and about feeding. The numbers now being significantly lower than in previous years when the count was about 200 shows that the removal of deer from the district by both relocation and cull is having an effect in overall numbers.

The total number of whitetail deer which were all in the Castle Rock area was 8 compared to 2 last year.

The Lake Windermere District Rod and Gun Club is looking forward to the final report on the relocation project last winter. If

the relocation was successful then we would look into the possibility of making it an annual event carried out by our club volunteers. We understand the Regional Biologist who oversaw the relocation may be in favour in trying a baited deer approach without the use of tranquillizers where animals are fed in livestock trailers and subsequently moved to new sites outside the community.

Regards,

A handwritten signature in black ink, appearing to read 'Bob Walker', with a long horizontal flourish extending to the right.

Bob Walker
Lake Windermere District Rod and Gun Club

Appendix “B” – Record of Wildlife Hunted, Trapped or Killed

**APPENDIX D
RECORD OF WILDLIFE HUNTED, TRAPPED OR KILLED**

PERMIT CB14-140587

- > The permit holder **MUST** maintain an accurate up-to-date record.
- > The permit holder **MUST** submit the original copy of this report to the FrontCounter BC within 21 days of the permit's expiry or annually as indicated in "Appendix A – Terms of Permit – Reporting Requirements" of this permit.
- > The permit holder must produce a copy of this record on the demand of an officer

ID Number (Unique Identifier)	Species	Date wildlife was taken	Location * where wildlife was taken (Nearest street intersection)	Sex	Age (Adult or fawn)	Health Status	Fate of wildlife (destroyed or released)	Use of carcass (ie First Nations, Food Bank, other or landfill)
CWD-3200	MULE DEER	DEC 13/16	DOE YARD	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> Adult <input type="checkbox"/> Fawn	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor	Cull	Food Bank
CWD-3201	MULE DEER	DEC 14/16	DOE YARD	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> Adult <input type="checkbox"/> Fawn	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor	Cull	Food Bank
CWD-3202	MULE DEER	DEC 14/16	DOE YARD	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> Adult <input type="checkbox"/> Fawn	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor	Cull	Food Bank
CWD-3165	MULE DEER	DEC 15/16	DOE YARD	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> Adult <input type="checkbox"/> Fawn	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor	Cull	Food Bank
CWD-3164	MULE DEER	DEC 15/16	DOE YARD	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> Adult <input type="checkbox"/> Fawn	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor	Cull	Food Bank
CWD-3163	MULE DEER	DEC 17/16	DOE YARD	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> Adult <input type="checkbox"/> Fawn	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor	Cull	Food Bank
CWD-3162	MULE DEER	JAN 7/17	DOE YARD	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> Adult <input type="checkbox"/> Fawn	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor	Cull	Food Bank
CWD-3185	MULE DEER	JAN 9/17	DOE YARD	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> Adult <input type="checkbox"/> Fawn	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor	Cull	Food Bank
CWD-3186	MULE DEER	JAN 9/17	DOE YARD	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> Adult <input type="checkbox"/> Fawn	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor	Cull	Food Bank
CWD-3183	MULE DEER	JAN 10/17	13 th AVE	<input checked="" type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input checked="" type="checkbox"/> Adult <input checked="" type="checkbox"/> Fawn	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor	Cull	Food bank


Signature of Permit Holder

MAR 15, 2017
Date

Ministry of Forests, Lands and Natural Resource Operations
FrontCounter BC
1902 Theatre Road
Cranbrook BC V1C 7G1

**APPENDIX D
RECORD OF WILDLIFE HUNTED, TRAPPED OR KILLED**

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- > The permit holder must produce a copy of this record on the demand of an officer

ID Number (Unique Identifier)	Species	Date wildlife was taken	Location * where wildlife was taken (Nearest street intersection)	Sex	Age (Adult or fawn)	Health Status	Fate of wildlife (destroyed or released)	Use of carcass (to First Nations, Food Bank, other or landfill)
CWP 3184	mule deer	Jan 16/17	DOI Yard	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Adult <input checked="" type="checkbox"/> Fawn	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor	cull	Food bank
CWP 3203	mule deer	Jan 18/17	DOI Yard	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input type="checkbox"/> Adult <input checked="" type="checkbox"/> Fawn	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor	cull	Food Bank
CWP 3160	mule deer	Jan 19/17	DOI Yard	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input type="checkbox"/> Adult <input checked="" type="checkbox"/> Fawn	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor	cull	Food Bank
CWP-3161	mule deer	Jan 19/17	105 th - Bove	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input checked="" type="checkbox"/> Adult <input type="checkbox"/> Fawn	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor	cull	Food Bank
CWP-3204	mule deer	Jan 27/17	DOI Yard	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> Adult <input type="checkbox"/> Fawn	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor	cull	Food Bank
CWP-3205	mule deer	Jan 27/17	DOI Yard	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> Adult <input type="checkbox"/> Fawn	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor	cull	Food Bank
CWP-3210	mule deer	Jan 31/17	DOI Yard	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> Adult <input type="checkbox"/> Fawn	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor	cull	Food Bank
				<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Adult <input type="checkbox"/> Fawn	<input type="checkbox"/> Good <input type="checkbox"/> Poor		
				<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Adult <input type="checkbox"/> Fawn	<input type="checkbox"/> Good <input type="checkbox"/> Poor		
				<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Adult <input type="checkbox"/> Fawn	<input type="checkbox"/> Good <input type="checkbox"/> Poor		


Signature of Permit Holder

March 15, 2017
Date

Ministry of Forests, Lands and Natural Resource Operations
FrontCounter BC
1902 Theatre Road
Cranbrook BC V1C 7G1

Rosche, Kimberly FLNR:EX

From: Morgan, Jeff A FLNR:EX
Sent: Thursday, May 4, 2017 9:26 AM
To: Rosche, Kimberly FLNR:EX
Subject: FNR-2017-71126

Here's one.

From: Morgan, Jeff A FLNR:EX
Sent: Monday, March 27, 2017 3:24 PM
To: 'Chris Prosser'
Subject: RE: Cost Share Invoicing

Hi Chris,

Is there a time on Wednesday that we can meet?

Jeff Morgan
Fish and Wildlife Branch - Policy Manager
Resource Stewardship Division
Ministry of Forests, Lands and Natural Resource Operations
Office: (250) 371-6347, Cell: (250) 318-5666, Fax: (250) 828-4000

From: Morgan, Jeff A FLNR:EX
Sent: Friday, March 24, 2017 2:27 PM
To: 'Chris Prosser'
Subject: RE: Cost Share Invoicing

Hello Chris, is there a time we can meet on Monday to discuss my email below?

Jeff Morgan
Fish and Wildlife Branch - Policy Manager
Resource Stewardship Division
Ministry of Forests, Lands and Natural Resource Operations
Office: (250) 371-6347, Cell: (250) 318-5666, Fax: (250) 828-4000

From: Morgan, Jeff A FLNR:EX
Sent: Wednesday, March 22, 2017 11:38 AM
To: 'Chris Prosser'
Subject: RE: Cost Share Invoicing
Importance: High

Hello Chris,

The report seems to be missing the appendices that are listed?

Further the required financial reporting (as per the Shared Cost Arrangement) have not been provided. As per last year...I know that allot of your work has been done in house. In this case an estimate of the value of the in-kind contributions would suffice.

I'm hoping you can attend to this, this week.

Sincerely,

Jeff Morgan
Fish and Wildlife Branch - Policy Manager
Resource Stewardship Division
Ministry of Forests, Lands and Natural Resource Operations
Office: (250) 371-6347, Cell: (250) 318-5666, Fax: (250) 828-4000

From: Chris Prosser [<mailto:cao@invermere.net>]
Sent: Thursday, March 16, 2017 4:00 PM
To: Morgan, Jeff A FLNR:EX
Subject: RE: Cost Share Invoicing

Hi Jeff,

Please see attached information and invoice. If you require anything further, please let me know. s.22
s.22

Regards

Chris Prosser
Chief Administrative Officer
District of Invermere
PO Box 339
914 8th Avenue
Invermere, BC V0A 1K0
Phone: 250-342-9281 ext 1225
Fax: 250-342-2934
Website: www.invermere.net

From: Morgan, Jeff A FLNR:EX [<mailto:Jeff.Morgan@gov.bc.ca>]
Sent: March 15, 2017 12:13 PM
To: Susan King ; Christopher Prosser; dsheets@grandforks.ca
Cc: Scadding, Tanya CSNR:EX; Thomas, Keith D FLNR:EX
Subject: Cost Share Invoicing

Hello Everyone,

This is a friendly reminder that I am expecting to receive the project completion reports and invoices pertaining to your respective Shared Cost Agreements (Provincial Urban Deer Cost-share Program) by end of day tomorrow so that I can arrange for payment. Please let me know if there will be any challenges with this.

Sincerely,

Jeff Morgan
Fish and Wildlife Branch - Policy Manager
Resource Stewardship Division
Ministry of Forests, Lands and Natural Resource Operations

Office: (250) 371-6347, Cell: (250) 318-5666, Fax: (250) 828-4000

INVOICE

District of Invermere

Box 339 - 914 - 8th Avenue

INVERMERE, BC - V0A 1K0

Phone: (250) 342-9281

Fax: (250) 342-2934



Customer Number : GN-0882

Invoice Number : 2017030212

Invoice Date : 16-Mar-2017

Customer P.O. No.

Due Date : 16-Apr-2017

**MINISTRY OF FORESTS LANDS AND NATURAL RESOURCE
OPERATIONS**

1259 DALHOUSIE DRIVE

KAMLOOPS BC V2C 5Z5

Product	Description	Quantity	Unit Price	Amount
525	MISCELLANEOUS AGREEMENT # SCA17FAHQ208-03 URBAN DEER MANAGEMENT	17.0000	200.0000	\$3,400.00

GST/HST Registration Number : 107021271RT0001

Total Gross \$3,400.00

GST/HST \$0.00

Total Invoice \$3,400.00

Please return this portion with your payment

Customer Number : GN-0882

Customer Name : MINISTRY OF FORESTS LANDS AND NATURAL RESOURCE
OPERATIONS

1259 DALHOUSIE DRIVE

KAMLOOPS BC V2C 5Z5

Invoice Number : 2017030212

Invoice Date : 16-Mar-2017

Invoice Amount : \$3,400.00

Amount Paid :

District of Invermere

Box 339 - 914 - 8th Avenue

INVERMERE, BC - V0A 1K0