

Law, Judy J CITZ:EX

From: Fraser, Sarah W FLNR:EX
Sent: July 19, 2021 1:45 PM
To: Blenkin, Sarah FLNR:EX
Subject: FOI 11430 FW: Regional Economic Trust funding agreements to deliver COVID Economic Recovery Program
Attachments: 3. NDIR Program Plan Draft.pdf; 3. Draft Shared Cost Agreement between Province and NDIR_December 17, 2020.doc; 2. SIDIT Program Plan Draft.pdf; 2. Draft Shared Cost Agreement between Province and SIDIT_December 17, 2020.doc; 1. ICET Program Plan Draft.pdf; 1. Draft Shared Cost Agreement between Province and ICET December 17, 2020.doc

From: Fraser, Sarah W FLNR:EX
Sent: January 6, 2021 3:27 PM
To: Foster, Doug FIN:EX <Doug.Foster@gov.bc.ca>
Cc: Kortum, Melissa CSNR:EX <Melissa.Kortum@gov.bc.ca>; Henderson, Lori FLNR:EX <Lori.Henderson@gov.bc.ca>; Imus, Marc S FLNR:EX <Marc.Imus@gov.bc.ca>
Subject: Regional Economic Trust funding agreements to deliver COVID Economic Recovery Program

Doug,

Thanks for the call this morning regarding the \$4.5M COVID Economic Recovery program we are asking the 3 Economic Trusts to deliver for us. Attached are the 3 agreements and workplans. We have used the standard government Shared-Cost Agreement, you will find the details of the program, deliverables and payment contained in Schedule A and B, program parameters in appendix A and comms details in appendix B. The agreements and workplans align with the principles and deliverables we have asked for but vary based on the needs in each of the regions. Let me know if you have any concerns, we hope to provide to the CEOs for sign-off next week. Thanks again.

Sarah Fraser, MBA
A/Assistant Deputy Minister, Rural Opportunities, Tenures and Engineering
Ministry of Forests, Lands, Natural Resource Operations and Rural Development

Telephone 778-698-7253
Cell Phone 250-213-5087

sarah.fraser@gov.bc.ca



Natural Resource Ministries

**GOVERNMENT TRANSFER –
SHARED COST ARRANGEMENT**

Agreement #: NR21ICET0001

Project Title: Rural Business and Community Recovery Program (the "Program")

THIS AGREEMENT dated for reference the 11 day of JANUARY, 2021.

BETWEEN

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

(the "Province")

AND

North Island-Coast Development Initiative Trust

(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 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, Natural Resource Operations and Rural Development"

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: Ministry of Forests, Lands, Natural Resource Operations and Rural Development
Lori Henderson
2975 Jutland Rd, Victoria, BC V8T 5J9
Lori.Henderson@gov.bc.ca
Phone: 778 698-7870

Recipient: North Island-Coast Development Initiative Trust
Line Robert
108 – 501 4th Street, Courtenay, BC V9N 1H3
line.robert@islandcoastaltrust.ca
Phone: 250-871-7797

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 | Date |

Line Robert, Chief Executive Officer, North Island-Coast Development Initiative Trust

SIGNED AND DELIVERED on behalf of the Province,

| | |
|---|-------------|
| _____ | _____ |
| Signature of Province's Signing Authority | Date |

Sarah Fraser, A/ADM, Rural Opportunities, Tenures, and Engineering Division

SCHEDULE A – SERVICES

The Project

TERM

Notwithstanding the date of execution of this Agreement, the Term of this Agreement starts on January 11, 2021 and ends on March 21, 2022.

PROJECT

The Province will provide \$1.5 million dollars in funding to North Island-Coast Development Initiative Trust (the “Recipient”) under the Rural Business and Community Recovery Program (the “Program”) to support COVID-19 pandemic recovery. This funding will be used to create temporary employment opportunities that will support businesses and communities within the Recipient’s region in their economic recovery efforts. The role of these positions will vary and may be a combination of part-time, full-time, or seasonal. For details of the Program see Appendix A.

PURPOSE & EXPECTED RESULTS

The purpose of this funding is to address the capacity challenges in rural, remote and Indigenous communities in the Recipient’s region. The Recipient will administer these funds through an application process where eligible applicants can apply to create temporary employment opportunities to support businesses and communities in their economic recovery from the COVID-19 pandemic. Where possible, these positions will be offered to Indigenous people, women, youth and other groups who are traditionally underrepresented in the workforce.

Funding will support the following goals:

- Create 20 or more temporary employment opportunities in rural and remote communities within the Recipient’s region. These positions may be full-time, part time, seasonal, contract, or a combination of each.
- Support nimble community-based and regional economic recovery.
- Support businesses and sectoral adaptation, resilience and sustainability.
- Increase community and regional economic capacity.
- Leverage existing community/organizational capacity to create incremental supports.

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:

- Support B.C.'s Economic Recovery plan to support COVID-19 pandemic recovery efforts.
- Support the economy of B.C. and give businesses and communities the tools they need to start their recovery from COVID-19.

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

DELIVERABLES

The Recipient will use these funds to ensure that up to 20 temporary employment opportunities are created in the Recipients region that align with the Rural Business and Community Recovery Program. These temporary opportunities will directly support rural businesses and communities recover from the economic impacts of the COVID-19 pandemic.

The Recipient will administer the Program including all associated administrative duties including Program design and development, reporting, tracking, evaluations, and financial management of Program funds.

The Recipient will ensure that successful applicants spend Program funds as intended. In the case of misuse of funds by an applicant, the Recipient will ensure funds are returned to the Recipient. The Recipient will award returned funds to other applications under the Program.

The Recipient will provide by January 12, 2021 a work plan (program plan) to the Province for review and approval. Once approved the work plan will automatically form part of this Agreement and be incorporated by reference. No modification to this Agreement will be necessary for that incorporation, however, should the Parties agree, the work plan may be included as an attached appendix through a modification agreement to this Agreement.

REPORTING REQUIREMENTS:

Financial Reporting:

The Recipient will provide Program progress and performance reports to the Province, in a form that is satisfactory to the Province on a quarterly basis and a final report at the completion of the Program. In all instances where information is being reported on applications received, funding awarded or the positions created, a breakdown of the following is also required: Indigenous people; Women; Youth; and Other groups who are traditionally underrepresented in the workforce.

Interim Reporting:

Quarterly

From the start of the launch of the Program, the Recipient will report quarterly, the following information:

- Summary of the Program delivery approach.

- Total number of applications submitted.
- Total number of applications awarded funding.
- Number of businesses and communities serviced.
- Number of new positions created by type (full-time, part-time, etc.) including duration.
- Status of funds committed.

The first quarterly report will be due March 1, 2021.

Final Reporting

Following completion of the Program, the Recipient must, no later than 30 days after the end of the Term, provide a final report including financial details of the Program including:

- Total number of applications submitted to the Program.
- Total number of applications awarded funding.
- Total number of new positions created by type (full-time, part-time, etc.) including duration.
- Total number of new positions created by applicant type.
- Overview of how the Program has achieved the goal and outcomes for this funding.
- Description of the benefits and value this funding has provided (including any success stories that could be highlighted).
- Total Program funds spent.
- Recipient administration costs over the duration of the Program (not to exceed 10% of the total Program funds).
- A statement detailing the use of the Province's Financial Contribution provided over the duration of the Agreement.
- Following the completion of the Program, the Recipient must, no later than 30 days after the end of the Term, provide a Program performance report with Program highlights, description of outcomes with respect to results set out in this Schedule A, quantitative and qualitative description of the accomplishments / success of the Program; challenges faced and solutions found, information on results (negative or positive) that were not anticipated, and lessons learned.

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.

Ongoing Communication

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

SCHEDULE B - FINANCIAL CONTRIBUTION

PAYMENTS

1. The Province will pay the Recipient up to the total aggregate of \$1,500,000 inclusive of all administration costs for the Term of this Agreement based on the payment schedule below.
2. Payments will be made as follows:

| Payment Schedule | Payment Amount |
|--|--------------------|
| Upon receipt of the Recipient Work Plan (Program Plan) and approval of the Workplan by the Province. | \$1,350,000 |
| Upon receipt of the first quarterly report due March 1, 2021. | \$150,000 |
| TOTAL | \$1,500,000 |

The Recipient must submit to the Province regular Program reporting as listed in Schedule A, including 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) any other billing information reasonably requested by the Province.

3. Administrative Cost

The Parties agree to an administrative cost for the Recipient to deliver the Program on behalf of the Province. The administrative cost is up to a maximum of 10% of the total Program funds. The Recipient is required to forecast administrative costs to deliver the Program and to report incremental expenditures in the final report at the completion of the Program. The total aggregate of \$1,500,000 of the Agreement is inclusive of all administrative cost.

Eligible Administrative Costs

Eligible administrative costs are costs that can be claimed by the Recipient in order to deliver the Program and cannot exceed 10% of the total Program funds. The Recipient will provide a breakdown of these costs in the final report to the Province at the closeout of the Program. Eligible administrative costs are listed below:

- General administrative costs (i.e. office supplies, courier costs, shipping costs, or administrative items required to deliver the Program).

- Staff salary or the hiring of additional resources to deliver the Program.
- Program design and development materials including text resources and application form development.
- Travel Expenses. Any travel expenses claimed by the Recipient must align with either Group 1 or Group 2 rates.
 - Group 1 for contractors:
http://gww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/031_Appendix_1_-_Group_1_Rates_-_Travel_Expenses_for_Contractors.pdf
 - Group 2 for contractors:
http://gww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf
- Contract management.
- Financial management and the preparation of financial reporting items.
- Communications materials.

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

Definitions

1. In this Schedule,
 - (a) **“Access”** means disclosure by the provision of access;
 - (b) **“Act”** means the *Freedom of Information and Protection of Privacy Act*;
 - (c) **“Contact Information”** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) **“Personal Information”** means recorded information about an identifiable individual, other than Contact Information, collected or created by the Recipient as a result of the Agreement or any previous agreement between the Province and the Recipient dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act; and
 - (e) **“Privacy Course”** means the Province’s online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to Personal Information; and
 - (b) ensure that, as a service provider, the Recipient is aware of and complies with the Recipient's statutory obligations under the Act with respect to Personal Information.

Collection of Personal Information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient may only collect or create Personal Information that is necessary for the performance of the Recipient’s obligations, or the exercise of the Recipient’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must collect Personal Information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must tell an individual from whom the Recipient collects Personal Information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and

- (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Recipient's collection of Personal Information.

Privacy Training

- 6. The Recipient must ensure that each person who will provide Services under the Agreement that involve the collection or creation of Personal Information that is or will be owned by the Province, will complete, at the Recipient's expense, the Privacy Course prior to that person providing those Services.
- 7. The requirement in 6 above will only apply to persons who have not previously completed the Privacy Course.

Accuracy of Personal Information

- 8. The Recipient must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Recipient or the Province to make a decision that directly affects the individual the information is about.

Requests for Access to Personal Information

- 9. If the Recipient receives a request for Access to Personal Information from a person other than the Province, the Recipient must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Recipient to provide such Access and, if the Province has advised the Recipient of the name or title and Contact Information of an official of the Province to whom such requests are to be made, the Recipient must also promptly provide that official's name or title and Contact Information to the person making the request.

Correction of Personal Information

- 10. Within five Business Days of receiving a written direction from the Province to correct or annotate any Personal Information, the Recipient must annotate or correct the information in accordance with the direction.
- 11. When issuing a written direction under Section 10, the Province must advise the Recipient of the date the correction request to which the direction relates was received by the Province in order that the Recipient may comply with Section 12.
- 12. Within five Business Days of correcting or annotating any Personal Information under Section 10, the Recipient must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Recipient disclosed the information being corrected or annotated.
- 13. If the Recipient receives a request for correction of Personal Information from a person other than the Province, the Recipient must promptly advise the person to make the request to the Province and, if the Province has advised the Recipient of the name or title and Contact Information of an official of the Province to whom

such requests are to be made, the Recipient must also promptly provide that official's name or title and Contact Information to the person making the request.

Protection of Personal Information

14. The Recipient must protect Personal Information by making reasonable security arrangements against such risks as unauthorized Access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and Access to Personal Information

15. Unless the Province otherwise directs in writing, the Recipient must not store Personal Information outside Canada or permit Access to Personal Information from outside Canada.

Retention of Personal Information

16. Unless the Agreement otherwise specifies, the Recipient must retain Personal Information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

17. Unless the Province otherwise directs in writing, the Recipient may only use Personal Information if that use is for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement.

Disclosure of Personal Information

18. Unless the Province otherwise directs in writing, the Recipient may only disclose Personal Information inside Canada to any person other than the Province if the disclosure is for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement.
19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must not disclose Personal Information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Recipient may have to provide the notification contemplated by section 30.2 of the Act, if in relation to Personal Information in the custody or under the control of the Recipient, the Recipient:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide Access that the Recipient knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of Personal Information has occurred in response to a foreign demand for disclosure

the Recipient must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases

“foreign demand for disclosure” and “unauthorized disclosure of Personal Information” will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Recipient may have to provide the notification contemplated by section 30.5 of the Act, if the Recipient knows that there has been an unauthorized disclosure of Personal Information in the custody or under the control of the Recipient, the Recipient must immediately notify the Province. In this section, the phrase “unauthorized disclosure of Personal Information” will bear the same meaning as in section 30.5 of the Act.

Inspection of Personal Information

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

Compliance with the Act and directions

23. The Recipient must in relation to Personal Information comply with:
 - (a) the requirements of the Act applicable to the Recipient as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
24. The Recipient acknowledges that it is familiar with the requirements of the Act governing Personal Information that are applicable to it as a service provider.

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the "Recipient" in this Schedule includes any subcontractor or agent retained by the Recipient to perform obligations under the Agreement and the Recipient must ensure that any such subcontractors and agents comply with this Schedule.
29. The obligations of the Recipient in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
31. The Recipient must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to 32 below, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Recipient to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Obtaining Consent

33. Where necessary, the Recipient will obtain the informed consent of all clients served under this Agreement to allow provincial employees or designates access to Personal Information in the Recipient's client case files and all records printed or electronic related to this Agreement for the purposes of monitoring, program evaluation and research purposes. The Recipient will include the following declaration on their client forms to ensure consent:

"The personal information provided will be accessible to the service provider (North Island-Coast Development Initiative Trust) and service funder (the Province) for the purposes of service delivery, service monitoring, evaluation and research only. Any personal information supplied to either the service provider or service funder is considered confidential and will not be released to any third party without your written consent and will only be reported in aggregated data. Completion and submission of this application form implies consent to this access for such purposes."
34. Consent will be obtained at the time of application.

APPENDIX A – PROGRAM PARAMETERS

The Rural Business and Community Recovery Program will be administered by North Island-Coast Development Initiative Trust and is available to all eligible applicants. The Program is funded by the Province of British Columbia.

As part of B.C.'s economic recovery, the Program has been granted \$1.5 million to North Island-Coast Development Initiative Trust's region plus as agreed, any specific areas of the province that are not otherwise covered by the named trusts in the program to encourage job creation and economic recovery for businesses and communities in rural B.C.

These funds will also be available to local governments, first nations and not-for-profit organizations that wish to hire employees to support economic recovery from the COVID-19 pandemic. Where possible, these positions will be offered to Indigenous people, women, youth and other groups who are traditionally underrepresented in the workforce.

The following use of funds for temporary positions have been agreed upon by both Parties:

1. Direct one-one-one community-based business recovery and advisory services.
2. Pooled, specialized or sectoral business recovery and advisory services.
3. Implementation of community or regional economic recovery strategies.
4. Supply chain management/coordination for local businesses.
5. Rural communities of less than 5000 residents, and Indigenous communities, may access funding for positions that support broader economic diversification and economic development activities, where there is no pre-existing economic development function or staff. The Recipient will be responsible for determining which communities meet these criteria.

For the Program to have an immediate benefit, the goal is for positions to be hired as soon as possible and for funds to be dispersed by March 31, 2021.

The Program is expected to employ 20 or more temporary workers and may be a combination of full-time, part-time, seasonal, or contract. There is no cap on funding for individual positions and it will be the responsibility of North Island-Coast Development Initiative Trust to ensure that funds are being distributed to meet the expected targets.

Areas outside the Recipients Region

Eligible applicants to the Program that are located in the Capital Regional District (Southern Gulf Islands, Juan de Fuca, and Salt Spring) and Bowen Island that meet the rural community criteria will also be eligible to apply to the Program. Rural communities are those with a population of less than 25,000 that are located outside of a major urban area.

APPENDIX B – MARKETING, PUBLICITY AND COMMUNICATIONS

Media events and promotional materials regarding the Project shall not occur without the prior knowledge and agreement of the Province. The Recipient will provide at least 15 working days' notice to the Province's Rural Policy and Programs Branch contact of media events. Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, news releases, or release of documents.

Notice of a media event shall be provided by the Recipient to the Province's Rural Policy and Programs Branch contact. Current contact is: ruraldevelopment@gov.bc.ca

Notification of a new contact may be provided from time to time.

Any media event shall take place at a mutually agreed date and location. The Recipient will acknowledge the Financial Contribution made by the Province on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms, or other publications produced by the Recipient and related to the Project, in terms satisfactory to the Province.

The Recipient will use the Province's logo in acknowledging the financial contribution of the Province. Any and all use by the Recipient of the Provincial logo and statement will be in the form provided by the Province, and will comply with the graphic standards and any conditions communicated, by the Province to the Recipient from time to time. The Province's logo and graphic standards document is incorporated by reference into this Agreement.

The statement to accompany acknowledgement is as follows: "We gratefully acknowledge the financial support of the Province of British Columbia"



Natural Resource Ministries

**GOVERNMENT TRANSFER –
SHARED COST ARRANGEMENT**

Agreement #: NR21SIDIT0001

Project Title: Rural Business and Community Recovery Program (the "Program")

THIS AGREEMENT dated for reference the **11** day of **JANUARY**, 2021.

BETWEEN

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

(the "Province")

AND

Southern Interior Development Initiative Trust

(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 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, Natural Resource Operations and Rural Development"

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: Ministry of Forests, Lands, Natural Resource Operations and Rural Development
Lori Henderson
2975 Jutland Rd, Victoria, BC V8T 5J9
Lori.Henderson@gov.bc.ca
Phone: 778 698-7870

Recipient: Southern Interior Development Initiative Trust
Laurel Douglas
201-384 Bernard Avenue, Kelowna, BC V1Y 6N5
ldouglas@sidit-bc.ca
Phone: 236-420-3680 Fax: 236-420-3687

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

Date

Laurel Douglas, Chief Executive Officer, Southern Interior Development Initiative Trust

SIGNED AND DELIVERED on behalf of the Province,

Signature of Province's Signing Authority

Date

Sarah Fraser, A/ADM, Rural Opportunities, Tenures, and Engineering Division

SCHEDULE A – SERVICES

The Project

TERM

Notwithstanding the date of execution of this Agreement, the Term of this Agreement starts on January 11, 2021 and ends on March 21, 2022.

PROJECT

The Province will provide \$1.5 million dollars in funding to Southern Interior Development Initiative Trust (the “Recipient”) under the Rural Business and Community Recovery Program (the “Program”) to support COVID-19 pandemic recovery. This funding will be used to create temporary employment opportunities that will support businesses and communities within the Recipient’s region in their economic recovery efforts. The role of these positions will vary and may be a combination of part-time, full-time, or seasonal. For details of the Program see Appendix A.

PURPOSE & EXPECTED RESULTS

The purpose of this funding is to address the capacity challenges in rural, remote and Indigenous communities in the Recipient’s region. The Recipient will administer these funds through an application process where eligible applicants can apply to create temporary employment opportunities to support businesses and communities in their economic recovery from the COVID-19 pandemic. Where possible, these positions will be offered to Indigenous people, women, youth and other groups who are traditionally underrepresented in the workforce.

Funding will support the following goals:

- Create 20 or more temporary employment opportunities in rural and remote communities within the Recipient’s region. These positions may be full-time, part time, seasonal, contract, or a combination of each.
- Support for rural businesses to accelerate business recovery and minimize business failures.
- Provide one-on-one advisory service to businesses in the region.
- Support for communities with incremental capacity to develop post COVID-19 regional economic recovery plans.

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:

- Support B.C.'s Economic Recovery plan to support COVID-19 pandemic recovery efforts.
- Support the economy of B.C. and give businesses and communities the tools they need to start their recovery from COVID-19.

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

DELIVERABLES

The Recipient will use these funds to ensure that up to 20 temporary employment opportunities are created in the Recipients region that align with the Rural Business and Community Recovery Program. These temporary opportunities will directly support rural businesses and communities recover from the economic impacts of the COVID-19 pandemic.

The Recipient will administer the Program including all associated administrative duties including Program design and development, reporting, tracking, evaluations, and financial management of Program funds.

The Recipient will ensure that successful applicants spend Program funds as intended. In the case of misuse of funds by an applicant, the Recipient will ensure funds are returned to the Recipient. The Recipient will award returned funds to other applications under the Program.

The Recipient will provide by January 12, 2021 a work plan (program plan) to the Province for review and approval. Once approved the work plan will automatically form part of this Agreement and be incorporated by reference. No modification to this Agreement will be necessary for that incorporation, however, should the Parties agree, the work plan may be included as an attached appendix through a modification agreement to this Agreement.

REPORTING REQUIREMENTS:

Financial Reporting:

The Recipient will provide Program progress and performance reports to the Province, in a form that is satisfactory to the Province on a quarterly basis and a final report at the completion of the Program. In all instances where information is being reported on applications received, funding awarded or the positions created, a breakdown of the following is also required: Indigenous people; Women; Youth; and Other groups who are traditionally underrepresented in the workforce.

Interim Reporting:

Quarterly

From the start of the launch of the Program, the Recipient will report quarterly, the following information:

- Summary of the Program delivery approach.

- Total number of applications submitted.
- Total number of applications awarded funding.
- Number of businesses and communities serviced.
- Number of new positions created by type (full-time, part-time, etc.) including duration.
- Status of funds committed.

The first quarterly report will be due March 1, 2021.

Final Reporting

Following completion of the Program, the Recipient must, no later than 30 days after the end of the Term, provide a final report including financial details of the Program including:

- Total number of applications submitted to the Program.
- Total number of applications awarded funding.
- Total number of new positions created by type (full-time, part-time, etc.) including duration.
- Total number of new positions created by applicant type.
- Overview of how the Program has achieved the goal and outcomes for this funding.
- Description of the benefits and value this funding has provided (including any success stories that could be highlighted).
- Total Program funds spent.
- Recipient administration costs over the duration of the Program (not to exceed 10% of the total Program funds).
- A statement detailing the use of the Province's Financial Contribution provided over the duration of the Agreement.
- Following the completion of the Program, the Recipient must, no later than 30 days after the end of the Term, provide a Program performance report with Program highlights, description of outcomes with respect to results set out in this Schedule A, quantitative and qualitative description of the accomplishments / success of the Program; challenges faced and solutions found, information on results (negative or positive) that were not anticipated, and lessons learned.

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.

Ongoing Communication

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

SCHEDULE B - FINANCIAL CONTRIBUTION

PAYMENTS

1. The Province will pay the Recipient up to the total aggregate of \$1,500,000 inclusive of all administration costs for the Term of this Agreement based on the payment schedule below.
2. Payments will be made as follows:

| Payment Schedule | Payment Amount |
|--|--------------------|
| Upon receipt of the Recipient Work Plan (Program Plan) and approval of the Workplan by the Province. | \$1,350,000 |
| Upon receipt of the first quarterly report due March 1, 2021. | \$150,000 |
| TOTAL | \$1,500,000 |

The Recipient must submit to the Province regular Program reporting as listed in Schedule A, including 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) any other billing information reasonably requested by the Province.

3. Administrative Cost

The Parties agree to an administrative cost for the Recipient to deliver the Program on behalf of the Province. The administrative cost is up to a maximum of 10% of the total Program funds. The Recipient is required to forecast administrative costs to deliver the Program and to report incremental expenditures in the final report at the completion of the Program. The total aggregate of \$1,500,000 of the Agreement is inclusive of all administrative cost.

Eligible Administrative Costs

Eligible administrative costs are costs that can be claimed by the Recipient in order to deliver the Program and cannot exceed 10% of the total Program funds. The Recipient will provide a breakdown of these costs in the final report to the Province at the closeout of the Program. Eligible administrative costs are listed below:

- General administrative costs (i.e. office supplies, courier costs, shipping costs, or administrative items required to deliver the Program).

- Staff salary or the hiring of additional resources to deliver the Program.
- Program design and development materials including text resources and application form development.
- Travel Expenses. Any travel expenses claimed by the Recipient must align with either Group 1 or Group 2 rates.
 - Group 1 for contractors:
http://gww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/031_Appendix_1_-_Group_1_Rates_-_Travel_Expenses_for_Contractors.pdf
 - Group 2 for contractors:
http://gww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf
- Contract management.
- Financial management and the preparation of financial reporting items.
- Communication materials.

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

Definitions

1. In this Schedule,
 - (a) **“Access”** means disclosure by the provision of access;
 - (b) **“Act”** means the *Freedom of Information and Protection of Privacy Act*;
 - (c) **“Contact Information”** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) **“Personal Information”** means recorded information about an identifiable individual, other than Contact Information, collected or created by the Recipient as a result of the Agreement or any previous agreement between the Province and the Recipient dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act; and
 - (e) **“Privacy Course”** means the Province’s online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to Personal Information; and
 - (b) ensure that, as a service provider, the Recipient is aware of and complies with the Recipient's statutory obligations under the Act with respect to Personal Information.

Collection of Personal Information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient may only collect or create Personal Information that is necessary for the performance of the Recipient’s obligations, or the exercise of the Recipient’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must collect Personal Information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must tell an individual from whom the Recipient collects Personal Information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and

- (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Recipient's collection of Personal Information.

Privacy Training

- 6. The Recipient must ensure that each person who will provide Services under the Agreement that involve the collection or creation of Personal Information that is or will be owned by the Province, will complete, at the Recipient's expense, the Privacy Course prior to that person providing those Services.
- 7. The requirement in 6 above will only apply to persons who have not previously completed the Privacy Course.

Accuracy of Personal Information

- 8. The Recipient must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Recipient or the Province to make a decision that directly affects the individual the information is about.

Requests for Access to Personal Information

- 9. If the Recipient receives a request for Access to Personal Information from a person other than the Province, the Recipient must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Recipient to provide such Access and, if the Province has advised the Recipient of the name or title and Contact Information of an official of the Province to whom such requests are to be made, the Recipient must also promptly provide that official's name or title and Contact Information to the person making the request.

Correction of Personal Information

- 10. Within five Business Days of receiving a written direction from the Province to correct or annotate any Personal Information, the Recipient must annotate or correct the information in accordance with the direction.
- 11. When issuing a written direction under Section 10, the Province must advise the Recipient of the date the correction request to which the direction relates was received by the Province in order that the Recipient may comply with Section 12.
- 12. Within five Business Days of correcting or annotating any Personal Information under Section 10, the Recipient must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Recipient disclosed the information being corrected or annotated.
- 13. If the Recipient receives a request for correction of Personal Information from a person other than the Province, the Recipient must promptly advise the person to make the request to the Province and, if the Province has advised the Recipient of the name or title and Contact Information of an official of the Province to whom

such requests are to be made, the Recipient must also promptly provide that official's name or title and Contact Information to the person making the request.

Protection of Personal Information

14. The Recipient must protect Personal Information by making reasonable security arrangements against such risks as unauthorized Access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and Access to Personal Information

15. Unless the Province otherwise directs in writing, the Recipient must not store Personal Information outside Canada or permit Access to Personal Information from outside Canada.

Retention of Personal Information

16. Unless the Agreement otherwise specifies, the Recipient must retain Personal Information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

17. Unless the Province otherwise directs in writing, the Recipient may only use Personal Information if that use is for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement.

Disclosure of Personal Information

18. Unless the Province otherwise directs in writing, the Recipient may only disclose Personal Information inside Canada to any person other than the Province if the disclosure is for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement.
19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must not disclose Personal Information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Recipient may have to provide the notification contemplated by section 30.2 of the Act, if in relation to Personal Information in the custody or under the control of the Recipient, the Recipient:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide Access that the Recipient knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of Personal Information has occurred in response to a foreign demand for disclosure

the Recipient must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases

“foreign demand for disclosure” and “unauthorized disclosure of Personal Information” will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Recipient may have to provide the notification contemplated by section 30.5 of the Act, if the Recipient knows that there has been an unauthorized disclosure of Personal Information in the custody or under the control of the Recipient, the Recipient must immediately notify the Province. In this section, the phrase “unauthorized disclosure of Personal Information” will bear the same meaning as in section 30.5 of the Act.

Inspection of Personal Information

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

Compliance with the Act and directions

23. The Recipient must in relation to Personal Information comply with:
- (a) the requirements of the Act applicable to the Recipient as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
24. The Recipient acknowledges that it is familiar with the requirements of the Act governing Personal Information that are applicable to it as a service provider.

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the "Recipient" in this Schedule includes any subcontractor or agent retained by the Recipient to perform obligations under the Agreement and the Recipient must ensure that any such subcontractors and agents comply with this Schedule.
29. The obligations of the Recipient in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
31. The Recipient must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to 32 below, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Recipient to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Obtaining Consent

33. Where necessary, the Recipient will obtain the informed consent of all clients served under this Agreement to allow provincial employees or designates access to Personal Information in the Recipient's client case files and all records printed or electronic related to this Agreement for the purposes of monitoring, program evaluation and research purposes. The Recipient will include the following declaration on their client forms to ensure consent:

"The personal information provided will be accessible to the service provider (Southern Interior Development Initiative Trust Act) and service funder (the Province) for the purposes of service delivery, service monitoring, evaluation and research only. Any personal information supplied to either the service provider or service funder is considered confidential and will not be released to any third party without your written consent and will only be reported in aggregated data. Completion and submission of this application form implies consent to this access for such purposes."
34. Consent will be obtained at the time of application.

APPENDIX A – PROGRAM PARAMETERS

The Rural Business and Community Recovery Program will be administered by Southern Interior Development Initiative Trust and is available to all eligible applicants. The Program is funded by the Province of British Columbia.

As part of B.C.'s economic recovery, the Program has been granted \$1.5 million to Southern Interior Development Initiative Trust's region plus as agreed, any specific areas of the province that are not otherwise covered by the named trusts in the program to encourage job creation and economic recovery for businesses and communities in rural B.C.

These funds will also be available to local governments, first nations and not-for-profit organizations that wish to hire employees to support economic recovery from the COVID-19 pandemic. Where possible, these positions will be offered to Indigenous people, women, youth and other groups who are traditionally underrepresented in the workforce.

The following use of funds for temporary positions have been agreed upon by both Parties:

1. Provide one-on-one advisory service to businesses in the region.
2. Support business organizations in the region.
3. Support rural communities with a population of less than 25,000 in the region develop economic recovery strategies/plans.
4. Provide up to two part-time temporary positions to be hired by the Recipient to support the delivery of the Program (funding for these positions will be included as part of the Recipient administration fee).

For the Program to have an immediate benefit, the goal is for positions to be hired as soon as possible and for funds to be dispersed by March 31, 2021.

The Program is expected to employ 20 or more temporary workers and may be a combination of full-time, part-time, seasonal, or contract. There is no cap on funding for individual positions and it will be the responsibility of Southern Interior Development Initiative Trust to ensure that funds are being distributed to meet the expected targets.

Areas outside the Recipients Region

Eligible applicants to the Program that are located in the Fraser Valley Regional District and meet the rural community criteria will also be eligible to apply to the Program. Rural communities are those with a population of less than 25,000 that are located outside of a major urban area.

Should an application to the Program be submitted by an applicant whose territory overlaps with Northern Development Initiative Trust, the Recipient may agree to split the funding for that application or come to some other mutually agreeable arrangement with that trust.

APPENDIX B – MARKETING, PUBLICITY AND COMMUNICATIONS

Media events and promotional materials regarding the Project shall not occur without the prior knowledge and agreement of the Province. The Recipient will provide at least 15 working days' notice to the Province's Rural Policy and Programs Branch contact of media events. Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, news releases, or release of documents.

Notice of a media event shall be provided by the Recipient to the Province's Rural Policy and Programs Branch contact. Current contact is: ruraldevelopment@gov.bc.ca

Notification of a new contact may be provided from time to time.

Any media event shall take place at a mutually agreed date and location. The Recipient will acknowledge the Financial Contribution made by the Province on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms, or other publications produced by the Recipient and related to the Project, in terms satisfactory to the Province.

The Recipient will use the Province's logo in acknowledging the financial contribution of the Province. Any and all use by the Recipient of the Provincial logo and statement will be in the form provided by the Province, and will comply with the graphic standards and any conditions communicated, by the Province to the Recipient from time to time. The Province's logo and graphic standards document is incorporated by reference into this Agreement.

The statement to accompany acknowledgement is as follows: "We gratefully acknowledge the financial support of the Province of British Columbia"



Natural Resource Ministries

**GOVERNMENT TRANSFER –
SHARED COST ARRANGEMENT**

Agreement #: NR21NDIT0001

Project Title: Rural Business and Community Recovery Program (the "Program")

THIS AGREEMENT dated for reference the 11 day of JANUARY, 2021.

BETWEEN

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

(the "Province")

AND

Northern Development Initiative Trust

(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 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, Natural Resource Operations and Rural Development"

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: Ministry of Forests, Lands, Natural Resource Operations and Rural Development
Lori Henderson
2975 Jutland Rd, Victoria, BC V8T 5J9
Lori.Henderson@gov.bc.ca
Phone: 778 698-7870

Recipient: Northern Development Initiative Trust
Felicia Magee
301 – 1268 Fifth Avenue, Prince George, BC V2L 3L2
felicia@northerndevelopment.bc.ca
Phone: 250-561-2525 Fax: 250-561-2563

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

Date

Joel McKay, Chief Executive Officer, Northern Development Initiative Trust

SIGNED AND DELIVERED on behalf of the Province,

Signature of Province's Signing Authority

Date

Sarah Fraser, A/ADM, Rural Opportunities, Tenures, and Engineering Division

SCHEDULE A – SERVICES

The Project

TERM

Notwithstanding the date of execution of this Agreement, the Term of this Agreement starts on January 11, 2020 and ends on March 21, 2022.

PROJECT

The Province will provide \$1.5 million dollars in funding to Northern Development Initiative Trust (the “Recipient”) under the Rural Business and Community Recovery Program to support COVID-19 pandemic recovery. This funding will be used to create temporary employment opportunities that will support businesses and communities within the Recipient’s region in their economic recovery efforts. The role of these positions will vary and may be a combination of part-time, full-time, or seasonal. For details of the Program see Appendix A.

PURPOSE & EXPECTED RESULTS

The purpose of this funding is to create local jobs that will provide services and support for rural businesses and communities within the Recipient’s region in their economic recovery from the COVID-19 pandemic. Funding will be used to hire temporary positions to provide resources for businesses and communities in their economic recovery from the pandemic. This may involve complementing the existing advisory services and programs the Recipient already administers. Where possible, these positions will be offered to Indigenous people, women, youth and other groups who are traditionally underrepresented in the workforce.

Funding will support the following goals:

- Create 20 or more temporary employment opportunities in rural and remote communities within the Recipient’s region. These positions may be full-time, part time, seasonal, contract, or a combination of each or extension to an existing position as part of the Recipients Regional Business Liaison Program.
- Support local businesses in accessing funding and advisory services for economic recovery.
- Increase community and regional economic capacity.
- Leverage existing community/organizational capacity to create incremental supports.

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:

- Support B.C.'s Economic Recovery plan to support COVID-19 pandemic recovery efforts.
- Support the economy of B.C. and give businesses and communities the tools they need to start their recovery from COVID-19.

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

DELIVERABLES

The Recipient will use these funds to ensure that up to 20 temporary employment opportunities are created in the Recipients region that align with the Rural Business and Community Recovery Program. These temporary opportunities will directly support rural businesses and communities recover from the economic impacts of the COVID-19 pandemic.

The Recipient will administer the Program including all associated administrative duties including Program design and development, reporting, tracking, evaluations, and financial management of Program funds.

The Recipient will ensure that successful applicants spend Program funds as intended. In the case of misuse of funds by an applicant, the Recipient will ensure funds are returned to the Recipient. The Recipient will award returned funds to other applications under the Program.

The Recipient will provide by January 12, 2021 a work plan (program plan) to the Province for review and approval. Once approved the work plan will automatically form part of this Agreement and be incorporated by reference. No modification to this Agreement will be necessary for that incorporation, however, should the Parties agree, the work plan may be included as an attached appendix through a modification agreement to this Agreement.

REPORTING REQUIREMENTS:

Financial Reporting:

The Recipient will provide program progress and performance reports to the Province, in a form that is satisfactory to the Province on a quarterly basis and a final report at the completion of the program. In all instances where information is being reported on applications received, funding awarded or the positions created, a breakdown of the following is also required: Indigenous people; Women; Youth; and Other groups who are traditionally underrepresented in the workforce

Interim Reporting:

Quarterly

From the start of the launch of the program, the Recipient will report quarterly, the following information:

- Summary of the program delivery approach.
- Total number of applications submitted.
- Total number of applications awarded funding.
- Number of businesses and communities serviced.
- Number of new positions created by type (full-time, part-time, etc.) including duration. Number of positions that were retained through previous programs including the Regional Business Liaison positions.
- Status of funds committed.

The first quarterly report will be due March 1, 2021.

Final Reporting

Following completion of the Program, the Recipient must, no later than 30 days after the end of the Term, provide a final report including financial details of the Program including:

- Total number of applications submitted to the Program.
- Total number of applications awarded funding.
- Total number of new positions created by type (full-time, part-time, etc.) including duration.
- Total number of new positions created by applicant type.
- Overview of how the Program has achieved the goal and outcomes for this funding.
- Description of the benefits and value this funding has provided (including any success stories that could be highlighted).
- Total Program funds spent.
- Recipient administration costs over the duration of the Program (not to exceed 10% of the total Program funds).
- A statement detailing the use of the Province's Financial Contribution provided over the duration of the Agreement.
- Following the completion of the Program, the Recipient must, no later than 30 days after the end of the Term, provide a Program performance report with Program highlights, description of outcomes with respect to results set out in this Schedule A, quantitative and qualitative description of the accomplishments / success of the Program; challenges faced and solutions found, information on results (negative or positive) that were not anticipated, and lessons learned.

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.

Ongoing Communication

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

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SCHEDULE B - FINANCIAL CONTRIBUTION

PAYMENTS

1. The Province will pay the Recipient up to the total aggregate of \$1,500,000 inclusive of all administration costs for the Term of this Agreement based on the payment schedule below.
2. Payments will be made as follows:

| Payment Schedule | Payment Amount |
|--|--------------------------|
| Upon receipt of the Recipient Work Plan (Program Plan) and approval of the Workplan by the Province. | \$835,000 |
| Upon receipt of the first quarterly report due March 1, 2021. | Up to \$665,000 |
| TOTAL | Up to \$1,500,000 |

The Recipient must submit to the Province regular Program reporting as listed in Schedule A, including 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) any other billing information reasonably requested by the Province.

3. Administrative Cost

The Parties agree to an administrative cost for the Recipient to deliver the Program on behalf of the Province. The administrative cost is up to a maximum of 10% of the total Program funds. The Recipient is required to forecast administrative costs to deliver the Program and to report incremental expenditures in the final report at the completion of the Program. The total aggregate of \$1,500,000 of the Agreement is inclusive of all administrative cost.

Eligible Administrative Costs

Eligible administrative costs are costs that can be claimed by the Recipient in order to deliver the Program and cannot exceed 10% of the total Program funds. The Recipient will provide a breakdown of these costs in the final report to the Province at the closeout of the Program. Eligible administrative costs are listed below:

- General administrative costs (i.e. office supplies, courier costs, shipping costs, or administrative items required to deliver the Program).

- Staff salary or the hiring of additional resources to deliver the Program.
- Program design and development materials including text resources and application form development.
- Travel Expenses. Any travel expenses claimed by the Recipient must align with either Group 1 or Group 2 rates.
 - Group 1 for contractors:
http://gww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/031_Appendix_1_-_Group_1_Rates_-_Travel_Expenses_for_Contractors.pdf
 - Group 2 for contractors:
http://gww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf
- Contract management.
- Financial management and the preparation of financial reporting items.
- Communications materials.

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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

Definitions

1. In this Schedule,
 - (a) “**Access**” means disclosure by the provision of access;
 - (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act*;
 - (c) “**Contact Information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “**Personal Information**” means recorded information about an identifiable individual, other than Contact Information, collected or created by the Recipient as a result of the Agreement or any previous agreement between the Province and the Recipient dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act; and
 - (e) “**Privacy Course**” means the Province’s online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to Personal Information; and
 - (b) ensure that, as a service provider, the Recipient is aware of and complies with the Recipient's statutory obligations under the Act with respect to Personal Information.

Collection of Personal Information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient may only collect or create Personal Information that is necessary for the performance of the Recipient’s obligations, or the exercise of the Recipient’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must collect Personal Information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must tell an individual from whom the Recipient collects Personal Information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and

- (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Recipient's collection of Personal Information.

Privacy Training

- 6. The Recipient must ensure that each person who will provide Services under the Agreement that involve the collection or creation of Personal Information that is or will be owned by the Province, will complete, at the Recipient's expense, the Privacy Course prior to that person providing those Services.
- 7. The requirement in 6 above will only apply to persons who have not previously completed the Privacy Course.

Accuracy of Personal Information

- 8. The Recipient must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Recipient or the Province to make a decision that directly affects the individual the information is about.

Requests for Access to Personal Information

- 9. If the Recipient receives a request for Access to Personal Information from a person other than the Province, the Recipient must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Recipient to provide such Access and, if the Province has advised the Recipient of the name or title and Contact Information of an official of the Province to whom such requests are to be made, the Recipient must also promptly provide that official's name or title and Contact Information to the person making the request.

Correction of Personal Information

- 10. Within five Business Days of receiving a written direction from the Province to correct or annotate any Personal Information, the Recipient must annotate or correct the information in accordance with the direction.
- 11. When issuing a written direction under Section 10, the Province must advise the Recipient of the date the correction request to which the direction relates was received by the Province in order that the Recipient may comply with Section 12.
- 12. Within five Business Days of correcting or annotating any Personal Information under Section 10, the Recipient must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Recipient disclosed the information being corrected or annotated.
- 13. If the Recipient receives a request for correction of Personal Information from a person other than the Province, the Recipient must promptly advise the person to make the request to the Province and, if the Province has advised the Recipient of the name or title and Contact Information of an official of the Province to whom

such requests are to be made, the Recipient must also promptly provide that official's name or title and Contact Information to the person making the request.

Protection of Personal Information

14. The Recipient must protect Personal Information by making reasonable security arrangements against such risks as unauthorized Access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and Access to Personal Information

15. Unless the Province otherwise directs in writing, the Recipient must not store Personal Information outside Canada or permit Access to Personal Information from outside Canada.

Retention of Personal Information

16. Unless the Agreement otherwise specifies, the Recipient must retain Personal Information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

17. Unless the Province otherwise directs in writing, the Recipient may only use Personal Information if that use is for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement.

Disclosure of Personal Information

18. Unless the Province otherwise directs in writing, the Recipient may only disclose Personal Information inside Canada to any person other than the Province if the disclosure is for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement.
19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must not disclose Personal Information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Recipient may have to provide the notification contemplated by section 30.2 of the Act, if in relation to Personal Information in the custody or under the control of the Recipient, the Recipient:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide Access that the Recipient knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of Personal Information has occurred in response to a foreign demand for disclosure

the Recipient must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases

“foreign demand for disclosure” and “unauthorized disclosure of Personal Information” will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Recipient may have to provide the notification contemplated by section 30.5 of the Act, if the Recipient knows that there has been an unauthorized disclosure of Personal Information in the custody or under the control of the Recipient, the Recipient must immediately notify the Province. In this section, the phrase “unauthorized disclosure of Personal Information” will bear the same meaning as in section 30.5 of the Act.

Inspection of Personal Information

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

Compliance with the Act and directions

23. The Recipient must in relation to Personal Information comply with:
- (a) the requirements of the Act applicable to the Recipient as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
24. The Recipient acknowledges that it is familiar with the requirements of the Act governing Personal Information that are applicable to it as a service provider.

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the "Recipient" in this Schedule includes any subcontractor or agent retained by the Recipient to perform obligations under the Agreement and the Recipient must ensure that any such subcontractors and agents comply with this Schedule.
29. The obligations of the Recipient in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
31. The Recipient must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to 32 below, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Recipient to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Obtaining Consent

33. Where necessary, the Recipient will obtain the informed consent of all clients served under this Agreement to allow provincial employees or designates access to Personal Information in the Recipient's client case files and all records printed or electronic related to this Agreement for the purposes of monitoring, program evaluation and research purposes. The Recipient will include the following declaration on their client forms to ensure consent:

"The personal information provided will be accessible to the service provider (Northern Development Initiative Trust) and service funder (the Province) for the purposes of service delivery, service monitoring, evaluation and research only. Any personal information supplied to either the service provider or service funder is considered confidential and will not be released to any third party without your written consent and will only be reported in aggregated data. Completion and submission of this application form implies consent to this access for such purposes."
34. Consent will be obtained at the time of application.

APPENDIX A – PROGRAM PARAMETERS

The Rural Business and Community Recovery Program will be administered by Northern Development Initiative Trust and is available to all eligible applicants. The Program is funded by the Province of British Columbia.

As part of B.C.'s economic recovery, the Program has been granted \$1.5 million to Northern Development Initiative Trust's region plus as agreed, any specific areas of the province that are not otherwise covered by the named trusts in the program to encourage job creation and economic recovery for businesses and communities in rural B.C.

Funds will be available to local governments, first nations and not-for-profit organizations that wish to hire employees to support economic recovery from the COVID-19 pandemic. Where possible, these positions will be offered to Indigenous people, women, youth and other groups who are traditionally underrepresented in the workforce.

The following use of funds have been agreed upon by both Parties:

1. Provide a six-month extension to existing Regional Business Liaison positions in the region.
2. Launch a Regional Business Liaison program intake.
3. Strategically identify opportunities to fund additional incremental positions to support recovery specific initiatives uncovered through business outreach.

For the program to have an immediate benefit, the goal is for positions to be hired as soon as possible and for funds to be dispersed by March 31, 2021.

The Program is expected to employ up to 20 temporary workers and may be a combination of full-time, part-time, seasonal, or contract. There is no cap on funding for individual positions and it will be the responsibility of Northern Development Initiative Trust to ensure that funds are being distributed to meet the expected targets.

Areas outside the Recipients Region

Eligible applicants to the Program that are located in the Squamish-Lillooet Regional District and meet the rural community criteria will also be eligible to apply to the Program. Rural communities are those with a population of less than 25,000 that are located outside of a major urban area.

Should an application to the Program be submitted by an applicant whose territory overlaps with Southern Interior Development Initiative Trust, the Recipient may agree to split the funding for that application or come to some other mutually agreeable arrangement with that trust.

APPENDIX B – MARKETING, PUBLICITY AND COMMUNICATIONS

Media events and promotional materials regarding the Project shall not occur without the prior knowledge and agreement of the Province. The Recipient will provide at least 15 working days' notice to the Province's Rural Policy and Programs Branch contact of media events. Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, news releases, or release of documents.

Notice of a media event shall be provided by the Recipient to the Province's Rural Policy and Programs Branch contact. Current contact is: ruraldevelopment@gov.bc.ca

Notification of a new contact may be provided from time to time.

Any media event shall take place at a mutually agreed date and location. The Recipient will acknowledge the Financial Contribution made by the Province on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms, or other publications produced by the Recipient and related to the Project, in terms satisfactory to the Province.

The Recipient will use the Province's logo in acknowledging the financial contribution of the Province. Any and all use by the Recipient of the Provincial logo and statement will be in the form provided by the Province, and will comply with the graphic standards and any conditions communicated, by the Province to the Recipient from time to time. The Province's logo and graphic standards document is incorporated by reference into this Agreement.

The statement to accompany acknowledgement is as follows: "We gratefully acknowledge the financial support of the Province of British Columbia"

RURAL BUSINESS AND COMMUNITY RECOVERY PROGRAM

- PART ONE: GENERAL PROGRAM PRINCIPLES
- PART TWO: INTERNAL AND EXTERNAL PROCESS
- PART THREE: COMMUNICATIONS ACTIVITIES
- PART FOUR: RESOURCES REQUIRED

Final
November 2020

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PROPOSAL

BC Rural Business and
Community and Recovery Program

Submitted by

Southern Interior
DEVELOPMENT INITIATIVE TRUST

November 23, 2020

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301 - 1268 Fifth Avenue
Prince George, BC V2L 3L2
Tel: 250-561-2525
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info@northerndevlopment.bc.ca
www.northerndevlopment.bc.ca

November 24, 2020

Sarah Fraser

A/Assistant Deputy Minister, Rural Opportunities, Tenures and Engineering
Ministry of Forests, Lands, Natural Resource Operations and Rural Development
Province of British Columbia
Telephone 778-698-7253
Cell Phone 250-213-5087
sarah.fraser@gov.bc.ca

Dear Sarah,

Re: Rural Business and Community Recovery program delivery proposal

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2021/22 Estimates Debate

Ministry of Forests, Lands, Natural Resource Operations and Rural Development

Issue: Forest Sector Safety Measures Fund – B.C. Outcomes

Recommend Response:

- We are pleased to have received nearly 300 applications for the Forest Sector Safety Measures Fund program and provided funding to over 250 forest sector small- and medium-sized companies in 2020/21.
- The funding supported the implementation of health and safety measures by forest sector small- and medium-sized companies in British Columbia in response to the COVID-19 pandemic.

Key Facts:

- The federal Forest Sector Safety Measures Fund program was part of Canada's COVID-19 Economic Response Plan.
- Of the \$30 million total federal funding, B.C. was allocated \$9.86 million to support the implementation of health and safety measures by forest sector small and medium-sized enterprises in response to the COVID-19 pandemic.
- The allocation was based on Province/Territory's share of national forest sector employment and number of trees planted.
- The federal funding was for eligible expenditures incurred between April 1, 2020 and March 31, 2021. To ensure funding was awarded to eligible companies by March 31, 2021, British Columbia chose to narrow the program to eligible expenditures incurred between April 1, 2020 and December 31, 2020.
- In British Columbia, the program received 273 eligible applications, represented over 13,000 employees, from tree planting contractors, tree seedling nurseries, tree seed orchards, forestry services consultants and forest product manufacturers.
- Of the eligible applications, 23 were Indigenous-owned businesses.
- Approximately \$7.18 million was awarded to forestry companies, and \$2.68 million to the Province for incremental expenditures directly related to the implementation of COVID-19 health and safety measures.

Date Prepared/Revised: April 9, 2021

Ministry Executive Sponsor:

Name: Diane Nicholls

Phone: 778-974-5840

Alternate Contact for Issue:

Name: Vera Sit

Phone: 778-974-3047

2021/22 Estimates Debate

Ministry of Forests, Lands, Natural Resource Operations and Rural Development

Issue: Ministry Priorities with the Government of Canada

Recommend Response:

- The ministry is working with the Government of Canada and other provincial ministries in British Columbia to take advantage of federal funding that aligns with provincial priorities for forest management and the stewardship of our land and water resources.

Key Facts:

- The ministry works in partnership with ten federal ministries to pursue policy objectives for British Columbia's land base, natural resource based industries, and rural communities.
- The ministry is working closely with the government of Canada on shared priorities to support new investments in B.C.'s forests and lands. For example, we are working closely with:
 - The Ministry of Environment on a bilateral Nature Agreement with the Government of Canada. (Min of ENV lead)
 - Other B.C. ministries and the federal ministries of Natural Resources Canada and Environment and Climate Change Canada to shape the Province's participation in initiatives to plant 2 Billion Trees. (Re OCF Note Federal 2 Billion Trees Program)
 - Preparing to engage federal ministries on a BC Flood Strategy to support community resilience to flooding. The strategy will allow the Province to leverage federal adaptation, resilience, and disaster mitigation funding programs. (Re RSD Estimate Note Provincial Flood Strategy)
- Over \$200 million in cost-shared federal funding has been allocated to support the Ministry's land use planning, climate change response, and stewardship initiatives over the next 3 fiscal years. This includes funding for:
 - Landslide mitigation/ salmon migration (Big Bar landslide response)
 - Tree planting and silviculture (Low Carbon Economy Leadership Fund)
 - Supporting forest industry with COVID-19 related costs (Forest Sector Safety Measures Fund)
 - Species at Risk (agreements on South Mountain Cariboo and other)
 - Flood Risk Assessment
 - Marine Protected Areas and fish habitat recovery.

Date Prepared/Revised: April 7, 2021

Ministry Executive Sponsor:

Name: Diane Nicholls

Phone: 778-974-5840

Alternate Contact for Issue:

Name: Kate Hughes

Phone: 778-974-5824

Law, Judy J CITZ:EX

From: Nicholls, Diane R FLNR:EX
Sent: December 16, 2020 5:32 PM
To: Begon, Stacey FLNR:EX
Subject: RE: Announcement: Forest Sector Safety Measures Fund Program

Thank you

Diane Nicholls, RPF
Assistant Deputy Minister, Chief Forester
BC Provincial Government
"Caring for BC's Forests"

From: Begon, Stacey FLNR:EX <Stacey.Begon@gov.bc.ca>
Sent: December 16, 2020 4:09 PM
To: Nicholls, Diane R FLNR:EX <Diane.Nicholls@gov.bc.ca>; Sit, Vera FLNR:EX <Vera.Sit@gov.bc.ca>
Subject: RE: Announcement: Forest Sector Safety Measures Fund Program

Done – they are sent

Cc'd Vera on both as well as the REDS and Executive on the internal one

From: Nicholls, Diane R FLNR:EX <Diane.Nicholls@gov.bc.ca>
Sent: December 16, 2020 4:07 PM
To: Sit, Vera FLNR:EX <Vera.Sit@gov.bc.ca>
Cc: Begon, Stacey FLNR:EX <Stacey.Begon@gov.bc.ca>
Subject: RE: Announcement: Forest Sector Safety Measures Fund Program

Approved – please send

Also please add FLNR exec to the internal note so they can send through as well as the DM

Diane Nicholls, RPF
Assistant Deputy Minister, Chief Forester
BC Provincial Government
"Caring for BC's Forests"

From: Sit, Vera FLNR:EX <Vera.Sit@gov.bc.ca>
Sent: December 16, 2020 4:03 PM
To: Nicholls, Diane R FLNR:EX <Diane.Nicholls@gov.bc.ca>
Cc: Begon, Stacey FLNR:EX <Stacey.Begon@gov.bc.ca>
Subject: Announcement: Forest Sector Safety Measures Fund Program

Diane,

Two Draft notes – Internal and External -- for you to send out with NR and web page, on the Forest Sector Safety Measures Fund Program.

s.13

Law, Judy J CITZ:EX

From: Nicholls, Diane R FLNR:EX
Sent: December 16, 2020 5:31 PM
To: Lockley, Ann FLNR:EX; Pierson, Nova GCPE:EX; Sit, Vera FLNR:EX
Subject: RE: Final - Fw: Fund helps forest sector with COVID-19 costs

Thank you all! Great team work in a short time span!
Much appreciated

Diane Nicholls, RPF
Assistant Deputy Minister, Chief Forester
BC Provincial Government
"Caring for BC's Forests"

From: Lockley, Ann FLNR:EX <Ann.Lockley@gov.bc.ca>
Sent: December 16, 2020 4:18 PM
To: Pierson, Nova GCPE:EX <Nova.Pierson@gov.bc.ca>; Sit, Vera FLNR:EX <Vera.Sit@gov.bc.ca>
Cc: Nicholls, Diane R FLNR:EX <Diane.Nicholls@gov.bc.ca>
Subject: RE: Final - Fw: Fund helps forest sector with COVID-19 costs

Thanks for all your work on this, Nova! And fantastic that it went out earlier than anticipated – nicely done!

A

From: Pierson, Nova GCPE:EX <Nova.Pierson@gov.bc.ca>
Sent: December 16, 2020 3:44 PM
To: Sit, Vera FLNR:EX <Vera.Sit@gov.bc.ca>
Cc: Lockley, Ann FLNR:EX <Ann.Lockley@gov.bc.ca>; Nicholls, Diane R FLNR:EX <Diane.Nicholls@gov.bc.ca>
Subject: FW: Final - Fw: Fund helps forest sector with COVID-19 costs

Hi Vera. Final NR and permalink for today's release. Just went out.

Permalink: <https://news.gov.bc.ca/23444>

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