

## FINANCIAL CONTRIBUTION AGREEMENT

THIS AGREEMENT dated for reference this 20<sup>th</sup> of June, 2023.

BETWEEN:

### COWICHAN VALLEY REGIONAL DISTRICT

175 Ingram Street  
Duncan, BC V9L 1N8

(the "CVRD")

OF THE FIRST PART

AND:

### Vancouver Island University – Cowichan

2011 University Way  
Duncan, BC V9L 0C7

(the "VIU")

OF THE SECOND PART

### WHEREAS:

- A. The CVRD is a regional district incorporated by Letters Patent under the *Local Government Act* and is authorized by CVRD Board Resolution No. 23-242 to provide a financial contribution to support the Vancouver Island University, Cowichan Campus, in hiring a part-time Agricultural Coordinator position for the Cowichan region;
- B. Through Function 121, Economic Development, the CVRD wishes to provide a one (1) year financial contribution to Vancouver Island University, Cowichan Campus to contribute to a part-time Agricultural Coordinator position, on the terms and conditions set out in this Agreement;
- C. The CVRD operates on a January 1 to December 31 fiscal year (the "**CVRD Fiscal Year**") and will approve the Financial Contribution on the basis of the CVRD Fiscal Year.

**NOW THIS AGREEMENT WITNESSES** that in consideration of the premises, the terms and conditions hereinafter contained, the sufficiency and receipt of which is hereby acknowledged, the parties covenant and agree each with the other as follows:

### 1.0 DEFINITIONS

1.1 In this Agreement, the following terms have the following meanings:

- (a) "One Year Financial Contribution" has the meaning ascribed to that term in section 3;
- (b) "Performance Report" has the meaning ascribed to that term in Schedule "C" at section 1;
- (c) "CVRD Board" means the elected board of the Cowichan Valley Regional District;
- (d) "CVRD Fiscal Year" has the meaning ascribed to that term in Recital C;
- (e) "CVRD's Annual Budget" means the Five-Year Financial Plan Bylaw, approved annually by the CVRD Board, that governs all CVRD expenditures during the CVRD Fiscal Year;
- (f) "Economic Development Manager" means the designated CVRD liaison for purposes of reviewing and coordinating on program activities with the Young Agrarians Organization.
- (g) "Services" has the meaning ascribed to that term in section 4.1(a);
- (h) "Term" has the meaning ascribed to that term in section 2.1.

## **2.0 TERM**

2.1 The term of this Agreement is for a period of seven (7) months commencing on the 1st<sup>st</sup> day of June 2023 and ending on the 31<sup>st</sup> day of December, 2023 (the "Term"), subject to earlier termination under section 9.1 of this Agreement.

## **3.0 FINANCIAL CONTRIBUTION**

3.1 In accordance with and subject to the terms and conditions of this Agreement, including but not limited to the requirements as outlined in Schedule "A" attached hereto, the CVRD agrees to:

- (a) Make a one-year Financial Contribution in 2023 to Vancouver Island University of \$8,500 comprised of funding through the CVRD Function 121, Economic Development.
- (b) Notwithstanding anything else in the agreement, the amount payable by the CVRD to Vancouver Island University in the contribution agreement contract shall not exceed \$8,500 over the seven (7) month financial contribution term.

## **4.0 VANCOUVER ISLAND UNIVERSITY - COWICHAN OBLIGATIONS**

4.1 The Vancouver Island University - Cowichan must do the following:

- (a) use the One-Year Financial Contribution solely and exclusively for the program areas as outlined in Schedule "B" attached to this Agreement (the "Services");
- (b) use the One-Year Financial Contribution in accordance with the budget submitted to the CVRD on April 12, 2023 by Nancy Hamilton, Administrative Coordinator and Dr. Jenny Horn, Agriculture Education Consultant, Vancouver Island University (VIU), Cowichan campus.
- (c) ensure the Services are undertaken and provided in accordance with all statutory and other legal requirements that may apply;
- (d) maintain proper financial records and supporting documentation respecting the Services and the use of the One-Year Financial Contribution;
- (e) permit the CVRD, its officers, employees and its auditors, on reasonable notice, to inspect and take copies of the records referred to in subsection 4.1(d);
- (f) adhere to requirements in Schedule A- C attached to the Agreement.
- (g) if the One-Year Financial Contribution is not fully expended for the purpose of the Services by the end of the CVRD's Fiscal Year for which the One-Year Financial Contribution was approved, repay the un-expended portion of the One-Year Financial Contribution to the CVRD upon written demand being made.

**5.0 REPRESENTATIONS AND WARRANTIES**

5.1 Vancouver Island University - Cowichan represents and warrants to the CVRD that:

- (a) It is a publicly funded, special purpose, teaching university; and
- (b) Operating under a bicameral structure; Board of Governors and Senate; and
- (c) Is governed by the University Act of British Columbia; and
- (d) Has the power and capacity to accept, execute and deliver, and to perform its obligations under this Agreement.

**6.0 RELATIONSHIP BETWEEN THE PARTIES**

6.1 The purpose of this Agreement is to establish terms and conditions for the Vancouver Island University – Cowichan and use of the One-Year Financial Contribution.



- 6.2 No assurance is made to the VIU organization that the One-Year Financial Contribution will be approved by the CVRD Board during the Term and no assurance is made that any similar funding will be provided following the end of the Term.
- 6.3 No provision of this Agreement shall be construed as creating a partnership or joint venture relationship, or a principal-agent relationship between the CVRD and VIU in relation to the Services, or otherwise. The Services are not a service of the CVRD, and VIU does not undertake the Services as a contractor on behalf of the CVRD. Nothing in this Agreement, and no actions taken by the CVRD in implementing or enforcing this Agreement, shall:
- (a) make the CVRD responsible in any way for the management, supervision, operation or delivery of the Services;
  - (b) give rise to any liability on the part of the CVRD, whether to VIU or to any other person, for any losses, damages, costs, or liabilities arising from or related to the Services; and
  - (c) be interpreted as giving rise to a duty of care on the part of the CVRD to VIU, or to any other person, to investigate or to verify whether the Services are being undertaken in accordance with the requirements of this Agreement, or in accordance with any statutory or legal requirements that may apply.

## **7.0 PUBLIC RELATIONS**

- 7.1 At the request of the CVRD, any formal public announcements made by VIU relating to this Agreement will:
- (a) include clear recognition of the Financial Contribution given by the CVRD; and
  - (b) be in a form approved in writing by the CVRD.

## **8.0 INDEMNITY**

- 8.1 VIU shall indemnify and save harmless the CVRD, its employees, agents, officers, directors, and authorized representatives, and each of them, from and against all losses, claims, damages, actions, causes of action, costs, and expenses, of any kind that the CVRD may sustain, incur, suffer or be put to at any time, arising from acts, errors or omissions including negligent acts or breaches of law, contract or trust, committed by VIU or its employees, agents, officers or directors in relation to their use of the Financial Contribution for the purposes of the Services. This indemnity shall survive the termination of this Agreement.

## 9.0 TERMINATION

- 9.1 If VIU is in default in the performance of any of its obligations under this Agreement, and fails to remedy said default within 30 days notice from the CVRD or if VIU becomes insolvent, then the CVRD may terminate this Agreement.
- 9.2 Either party may terminate this Agreement, without cause, at any time by giving not less than six (6) months written notice.
- 9.3 Following termination under section 9.1 and 9.2, VIU shall immediately repay any unused portion of the One-Year Financial Contribution to the CVRD on written demand being made by the CVRD. Notwithstanding the CVRD's right to terminate this Agreement under section 9.1 and 9.2; if VIU has used the One-Time Financial Contribution for any reason other than to provide the Services or used the One-Time Financial Contribution in a manner that is contrary to the budget submitted to the CVRD ("**Improper Expenditure**"), then VIU shall repay the Improper Expenditure to the CVRD on written demand being made by the CVRD.

## 10.0 NON-DEROGATION

- 10.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the CVRD in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered by the parties, and the interpretation of this Agreement shall be subject to and consistent with statutory restrictions imposed on the CVRD under the *Local Government Act* and *Community Charter*.

## 11.0 NOTICE

- 11.1 Any notice required to be given under this Agreement will be deemed to be sufficiently given:

- (a) if delivered at the time of delivery; and
- (b) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the CVRD:	175 Ingram Street Duncan, BC V9L 1NB Attention: Natalie Wehner Email: Natalie.Wehner@cprd.bc.ca
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if to Vancouver Island University - Cowichan:	2011 University Way
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Duncan, BC V9L 0C7  
Attention: Nancy Hamilton  
Administrative Coordinator,  
Professional Development & Training  
Email: Nancy.Hamilton@viu.ca

## **12.0 TIME**

12.1 Time is of the essence of this Agreement.

## **13.0 BINDING EFFECT**

13.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

## **14.0 WAIVER**

14.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

## **15.0 ENTIRE AGREEMENT**

15.1 This Agreement constitutes the entire agreement between the parties with respect to the matters herein and may not be modified except by subsequent agreement in writing.

## **16.0 SCHEDULES AND RECITALS**

16.1 The schedules and recitals form part of this Agreement.

## **17.0 LAW APPLICABLE**

17.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

## **18.0 AMENDMENT**

18.1 This Agreement may not be modified or amended except by the written agreement of the parties.

## **19.0 COUNTERPART**

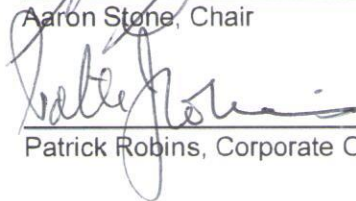
19.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.



**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year first above written.

**COWICHAN VALLEY REGIONAL  
DISTRICT** by its authorized signatories

  
\_\_\_\_\_  
Aaron Stone, Chair

  
\_\_\_\_\_  
Patrick Robins, Corporate Officer

**VANCOUVER ISLAND UNIVERSITY - COWICHAN**  
by its authorized signatories

  
\_\_\_\_\_  
Title: **JESSIE CHALMERS, COWICHAN CAMPUS ADMINISTRATOR**

**SCHEDULE "A"**  
**Financial Contribution**

1. The CVRD Board may withhold the One-Year Financial Contribution in whole or in part until it receives and is satisfied with Vancouver Island University – Cowichan One-Year Program Report.
2. The One-Time Fund Contribution is specifically to contribute to a part-time Agricultural Coordinator position and program delivery for the Cowichan region.
3. Vancouver Island University will submit an invoice of \$8,500 for 2023, accompanied by an Agriculture and Food Program Development update, not later than October 31<sup>st</sup> 2024.
4. Vancouver Island University - Cowichan will submit invoices to CVRD accounts payable at [ap@cverd.bc.ca](mailto:ap@cverd.bc.ca) and the Economic Development Division at [edc@cverd.bc.ca](mailto:edc@cverd.bc.ca).



**SCHEDULE "B"**  
**Services**

The intent of this Agreement is that Vancouver Island University - Cowichan will use the One-Time Financial Contribution to contribute to the hire of a part-time Agricultural Coordinator for Cowichan region. This position will support the existing Micro Credential curriculum project as well as on-going program development in the Cowichan region, which requires establishing and maintaining network partnerships, seeking funding opportunities, and then implementing/piloting programs.

**ROLE AND RESPONSIBILITIES:**

Vancouver Island University - Cowichan is responsible for the following activities and deliverables:

1. Provide an annual report and presentation on project progress to the CVRD Committee of the Whole;
2. Number of annual networking/partnership meetings hosted in the CVRD: 2- 4;
3. Continue as the lead institution of the Agriculture Special Interest Group with the Continuing Education and Training Association of BC; and,
4. Number of grant applications submitted to support the development and implementation of the suite of regenerative agriculture curriculum: 2-4, or until the curriculum is fully developed/implemented.

**SCHEDULE "C"**

**Performance Report**

1. Vancouver Island University – Cowichan shall present a one-year progress report of the program to the CVRD Board.
  2. To enhance transparency and accountability, the Economic Development Manager will review and monitor progress of the Vancouver Island – Cowichan Agriculture and Food Program Development objectives and deliverables on a regular basis.
  3. The CVRD will review the Economic Development Manager's assessment and recommendations for programming objectives and performance prior to release of funds.
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