

Elk Valley Services Committee Agenda

April 30, 2020

11:30 am

Members: Director McKerracher (Chair), Director Wilks (Vice Chair), Director Qualizza, Director Sosnowski and Director Doehle

Voting Rules: Unless otherwise indicated on this agenda, all Directors have one vote and a simple majority is required for a motion to pass.

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1. Call to Order	
2. Addition of Late Items	
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5.1 Elk Valley Transit Expansion Options Chelsea Mossey, Manager Government Relations, BC Transit, and Melissa Coates, Transit Planning Coordinator, BC Transit	
6. Correspondence	
7. Unfinished Business	
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10. Late Agenda Items	
11. Reports from Directors	
12. Adjournment	



MINUTES OF THE ELK VALLEY SERVICES COMMITTEE MEETING

February 13, 2020
Regional District Office, Cranbrook, BC

PRESENT:	Committee Chair D. McKerracher	District of Elkford
	Director M. Sosnowski	Electoral Area A
	Director S. Doehle	Electoral Area B
	Chair R. Gay	Electoral Area C
	Director A. Qualizza	City of Fernie
	Director D. Wilks	District of Sparwood
STAFF:	S. Tomlin	Chief Administrative Officer
	S. Moskal	Corporate Officer
	C. Thom	Executive Assistant (Recording Secretary)

Call to Order

Committee Chair Dean McKerracher called the meeting to order at 2:47 pm.

Adoption of the Agenda

MOVED by Director Sosnowski

SECONDED by Director Wilks

THAT the agenda for the Elk Valley Services Committee meeting be adopted.

CARRIED

Adoption of the Minutes

January 9, 2020 Meeting

MOVED by Director Doehle

SECONDED by Director Wilks

THAT the Minutes of the Elk Valley Services Committee meeting held on January 9, 2020 be adopted as circulated.

CARRIED

Invited Presentations & Delegations

Elk Valley Transit Future Service Plan

Chelsea Mossey, Manager Government Relations, BC Transit and Melissa Coates, Transit Planning Coordinator, BC Transit, reviewed the Elk Valley Transit Future Service Plan and shared the public engagement results, which identified the following priorities for expansion: weekend service, increased Elkford and Cranbrook service, increased Fernie and Sparwood service, and Elkford and Cranbrook commuter service.

Unfinished Business

Elk Valley Transit Future Service Plan

MOVED by Director Sosnowski

SECONDED by Director McKerracher

THAT an expansion of the Elk Valley Transit System not be pursued at this time.

OPPOSED: Director Qualizza, and Director Wilks

DEFEATED

49003
MOVED by Director Wilks
SECONDED by Director Qualizza

THAT BC Transit be requested to provide detailed information, including draft schedules and updated costs, for Options 1, 2 and 4 of the 2020 Elk Valley Transit Future Service Plan.

OPPOSED: Director McKerracher, and Director Sosnowski

CARRIED

New Business

Draft 2020 - 2024 Financial Plan

Holly Ronnquist, CFO, presented the draft 2020 - 2024 Financial Plan.

Elk Valley Regional Airport

49004
MOVED by Director Sosnowski
SECONDED by Director Wilks

THAT a grant of up to \$1,200 be provided to the Elk Valley Flying Club in 2020 from the Elk Valley Regional Airport Service towards the cost of internet service.

OPPOSED: Director McKerracher

CARRIED

Adjournment

The meeting adjourned at 3:46 pm.

Committee Chair Dean McKerracher

Shannon Moskal, Corporate Officer

Request for Decision

File No: Sak 536 001

Date April 17, 2020
Author Shannon Moskal, Corporate Officer
Subject Elk Valley Victim Assistance Program – Funding Agreement

REQUEST

To enter into a funding agreement with the Province of British Columbia for delivery of the Elk Valley Victim Assistance Program for the term April 1, 2020 to March 31, 2021.

OPTIONS

1. THAT the CAO be authorized to sign the funding agreement with the Province of British Columbia for the Elk Valley Victim Assistance Program for the term April 1, 2020 to March 31, 2021.
2. THAT the Ministry of Public Safety and Solicitor General be advised that the Board has the following concerns with the funding agreement for the Elk Valley Victim Assistance Program for the term April 1, 2020 to March 31, 2021: _____.

RECOMMENDATION

Option 1.

BACKGROUND/ANALYSIS

Attached is the funding agreement with the Province of British Columbia for delivery of the Elk Valley Victim Assistance Program for the term April 1, 2020 to March 31, 2021. The Province is providing \$51,094 for the Program which includes a 3.25% increase resulting from funding announced in Budget 2018 for victim service programs in BC and a 2.25% increase for agencies that are not members of the Community Social Services Employers' Association. No significant changes have been made to the agreement from the previous year.

SPECIFIC CONSIDERATIONS

Financial

The cost of delivering the Program is included in the Financial Plan.

Regional Sustainability Strategy

Section 11.3.1(b) Social Services – Partnerships – Consult and coordinate with other orders of government and service providers to help plan, prioritize, and action social issues in the region.

Attachment

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF PUBLIC SAFETY AND SOLICITOR GENERAL**

TRANSFER UNDER AGREEMENT

THIS AGREEMENT dated for reference the **1st day of April 2020**.

BETWEEN:

Regional District of East Kootenay (the “Contractor”) with the following specified address and fax number:

19-24th Ave. South
Cranbrook BC V1C 3H8
Fax No.: 250-489-3498

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Solicitor General and Minister of Public Safety (the “Province”) with the following specified address and fax number:

Community Safety and Crime Prevention Branch

Ministry of Public Safety and Solicitor General
302 – 815 Hornby Street
Vancouver, BC V6Z 2E6
Fax No.: 604-660-1635
Email: VSPContracts@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

SECTION 1 – DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

- (a) “Contract Price” means the maximum amount specified in Schedule B;
- (b) “Services” means the services described in Schedule A;
- (c) “Term” means the term of the Agreement described in Schedule A subject to that term ending earlier in accordance with this Agreement;

- (d) “Material” means all findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases, records and materials (both printed and electronic, including but not limited to hard disk or other diskettes), whether complete or otherwise, that have been produced, received, complied or acquired by, or provided by or on behalf of the Province to the Contractor as a direct result of this Agreement, but does not include:
- i. Client Files or Personal Information which could reasonably be expected to reveal the identity of a client;
 - ii. Property owned by the Contractor
- (e) “Client” means a person receiving the Services provided by the Contractor;
- (f) “Client File” means a separate file created for each individual client to whom or on whose behalf the Contractor provides services under this Agreement, in order that the Contractor may retain Personal Information about that individual client either in electronic or in paper form;
- (g) “Personal Information” means recorded information about an identifiable person.
- (h) “Refund” means any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement;

SECTION 2 – SERVICES

- 2.01 The Contractor must provide the Services in accordance with this Agreement.
- 2.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

SECTION 3 - PAYMENT

- 3.01 If the Contractor complies with this Agreement, the Province must pay to the Contractor, at the times and on the conditions set out in Schedule B, the fees set out in that schedule.
- 3.02 The Province is not obliged to pay to the Contractor more than the “Maximum Amount” specified in Schedule B.
- 3.03 In order to receive the payments described in Schedule B, the Contractor must submit statements of account and reports in accordance with Section 9 of this Agreement.
- 3.04 The Province in its sole discretion may withhold all or a portion of any payment or payments otherwise due under Schedule B to recover any payments that were not made in compliance with Schedule F, in a previous period.

- 3.05 The Province may withhold from any payment due to the Contractor an amount sufficient to indemnify the Province against any lien or other third-party claims that could arise in connection with the provision of the Services.
- 3.06 At the sole option of the Province, any portion of the Contract Price provided to the Contractor and not expended at the end of the Term shall be:
- (a) returned by the Contractor to the Minister of Finance;
 - (b) retained by the Contractor 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 Contractor and approved by the Province.
- 3.07 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
- 3.08 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 3.09 Without limiting section 5.02, the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.
- 3.10 The Contractor 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 Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - b) apply any refund, credit, rebate or remission to the cost of the provision of the Services.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

- 4.01 The Contractor represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
- (a) it has the legal capacity to enter into this Agreement and to carry out the transactions contemplated by this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Contractor, and this Agreement has been legally and properly executed by the Contractor and is legally binding upon and enforceable against it;
 - (b) all information, financial statements, documents and reports furnished or submitted by the Contractor in connection with this Agreement are true and correct;

- (c) the Contractor is not in breach, and the provision of the Services contemplated herein will not constitute a breach by the Contractor, of any statute, bylaw or regulation, or, of its constating documents;
- (d) if the Contractor is a society or corporation, it is registered and in good standing with the Corporate Registry of British Columbia; and if it is a sole proprietor or a partnership, it is registered with Corporate Registry of British Columbia; and
- (e) the Contractor has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement.

4.02 All representations, warranties, covenants and agreements made herein, and all certificates, applications or other documents delivered by or on behalf of the Contractor are material, are relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

SECTION 5 – RELATIONSHIPS

- 5.01 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.
- 5.02 The Contractor is an independent contractor and not the servant, employee or agent of the Province.
- 5.03 The Province may, from time to time, give reasonable instructions (in writing or otherwise) to the Contractor in relation to the carrying out of the Services, and the Contractor must comply with those instructions but unless otherwise specified by this Agreement, the Contractor may determine the manner in which the instructions are carried out.

SECTION 6 - OBLIGATIONS OF THE CONTRACTOR

- 6.01 The Contractor must:
 - (a) carry out the Services described in Schedule A, and in accordance with the terms of this Agreement during the Term;
 - (b) unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement
 - (c) comply with all applicable laws;
 - (d) ensure that all persons employed or retained to perform the Services are competent to perform them and are properly trained, instructed, and supervised;

- (e) ensure that volunteers, students, trainees, work placements are properly trained, instructed and supervised in assisting with the delivery of the Services, ensure that all persons connected in any way to the delivery of the Services, including, employees, subcontractors, volunteers, students, trainees and work placements, have provided a criminal record check, and that the results of that criminal record check indicate that the person is suitable for delivery of the Services, or assisting with the delivery of the Services;
- (f) not do anything that would result in personnel hired by the Contractor or a subcontractor being considered as the Province's employees;
- (g) notify the Province in writing immediately upon any change in personnel and any leave of absence of persons employed or retained to deliver the Services for any period greater than 30 days;
- (h) obtain the written consent of the Province prior to changing the scheduled hours during which the Services will be delivered, as described in Schedule F;
- (i) establish and maintain intake and operational policies that are intended to provide for the safety and welfare of clients, the Contractor and their employees and volunteers;
- (j) acknowledge the involvement of the Ministry of Public Safety and Solicitor General in funding the services in all public communications related to the Services including press releases, published reports, brochures, radio and TV programs, and public meetings.

SECTION 7 - SUBCONTRACTORS AND ASSIGNMENT

- 7.01 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.
- 7.02 The Contractor must not subcontract any of its obligations under this Agreement other than to persons identified in Schedule F, without the prior written consent of the Province.
- 7.03 No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement or imposes upon the Province any obligation or liability arising from any such subcontract.
- 7.04 The Contractor must ensure that any person retained by the Contractor to perform obligations under this Agreement fully complies with this Agreement in performing the subcontracted obligations.

SECTION 8 – RECORDS

- 8.01 The Contractor must:
 - (a) establish and maintain accounting records and books of account, invoices, receipts and vouchers for all expenses incurred in connection with providing the Services in accordance with Canadian Generally Accepted Accounting Principles;

- (b) establish and maintain time records and administrative records in connection with providing the Services in a form and manner as may be determined by the Province.
 - (c) record and report statistics and other data in connection with the provision of the Services, as identified in this Agreement and its Schedules, in a form and manner determined by the Province;
 - (d) subject to 8.02, provide to the Province, upon reasonable request, for contract monitoring and audit purposes, any documents or records relating to the Contractor's delivery of the Services; and
 - (e) permit the Province, for contract monitoring and audit purposes, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to deliver the Services or used by the Contractor to keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any such documents and records.
- 8.02 At no time shall the Province have access to, or custody or control of, Client Files or any other records or documents that identify or could reasonably be expected to reveal the identity of a client and their family.
- 8.03 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 Contractor.

SECTION 9 – REPORTING

- 9.01 The Contractor must, upon the Province's request, fully inform the Province of all work done by the Contractor or its subcontractor in connection with providing the Services, including those reports detailed in Schedule A.

SECTION 10 - STATEMENTS AND ACCOUNTING

- 10.01 Where the Contractor is not a Health Authority, Municipality or Regional District, the Contractor must submit to the Province within three months of its fiscal year end:
- (a) where the Contract Price is less than \$100,000.00
 - (i) an annual set of financial statements that identifies the payments made by the Province under this Agreement; and
 - (ii) a report that shows the disbursement of the funds provided under this Agreement (either as a schedule to the annual financial statements or as a separate report).

Or

- (b) where the Contract Price is \$100,000 or over, an annual set of financial statements, with either an Audit or Review Engagement report, which identifies the payments made by the Province under this Agreement and the disbursement of these funds as a schedule to the annual financial statements.

10.02 Where the Contractor is a Health Authority, Municipality, or Regional District, it must, at a time and in a form and manner determined by the Province, provide the Province with an annual report that identifies the payments made by the Province under this Agreement and the disbursement of these funds for the Services.

10.03 The Contractor must keep and maintain separate administrative and financial records that pertain to the Services and must permit the Province to conduct, at any time with reasonable notice, and at the expense of the Province, an audit of these administrative and financial records.

SECTION 11 - CONFLICT OF INTEREST

11.01 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

SECTION 12 – CONFIDENTIALITY

12.01 The Province will not have access to, or custody or control of, client files relating to the Services or any other records or documents that identify, or could reasonably be expected to reveal the identity of a client receiving Services, except where it is necessary for the Province to safeguard and facilitate a transfer of said client files, records or documents.

12.02 The exception referred to in 12.01 above does not apply if the Contractor does not have access to, or custody or control of the client files relating to the Services, or any other records or documents that identify, or could reasonably be expected to reveal the identity of a client receiving Services.

12.03 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except, as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws.

12.04 Notwithstanding paragraph 12.03, the Contractor shall comply with all federal or provincial legislation requiring the disclosure of information.

SECTION 13 – DEFAULT

13.01 Any of the following events will constitute an Event of Default, whether any such event is voluntary, involuntary or result from the operation of law or any judgment or order of any court or administrative tribunal or government:

- (a) the Contractor fails to comply with any provision of this Agreement;

- (b) any representation or warranty made by the Contractor in connection with this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Contractor pursuant to or as a result of this Agreement is untrue or incorrect;
- (d) a change occurs with respect to one or more of the properties, assets, condition (financial or otherwise), business or operations of the Contractor which, in the opinion of the Province, materially adversely affects the ability of the Contractor to deliver the Services;
- (e) an order is made, or a resolution is passed, or a petition is filed for the liquidation or winding up of the Contractor;
- (f) the Contractor becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (g) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made, by the Contractor;
- (h) a receiver or receiver-manager of any property of the Contractor is appointed; or
- (i) the Contractor 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,
- (j) the Contractor ceases, in the Province's opinion, to carry on business or operations as a going concern.

SECTION 14 – TERMINATION

- 14.01 Notwithstanding any other provision of this Agreement, if an Event of Default occurs, then, and in addition to any other remedy or remedies available to the Province, the Province may, at its sole option, terminate this Agreement by the Minister giving written notice of termination to the Contractor and if such option is exercised then this Agreement will terminate on the date such written notice is received or deemed received, pursuant to Section 14, by the Contractor and the Province will be under no further obligation to the Contractor except to pay to the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule B, for Services provided to the date of termination.
- 14.02 Notwithstanding any other provision of this Agreement the Province may, at its option and for any reason, terminate this Agreement by giving at least 30 days' written notice of termination to the Contractor and if such option is exercised the Province will be under no further obligation to the Contractor except to pay to the Contractor such amount as the Contractor may be entitled to receive pursuant to "Schedule B", for Services provided to the date of termination.

14.03 Without limitation to 14.02, any of the following events, whether voluntary or involuntary, will constitute a termination:

(a) Failure to provide the Services to the Province's satisfaction.

(b) The Contractor fails to notify the Province, with particulars that any of events previously noted has occurred or is occurring.

SECTION 15 – NOTICES

Delivery of notices

15.01 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

(a) by fax or email to the addressee's fax number or email address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;

(b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

(c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

15.02 Either party may from time to time give notice to the other party of a substitute address, email or fax number, which from the date such notice is given, will supersede for purposes of section 15.01 any previous address, email or fax number specified for the party giving the notice.

SECTION 16 - NON-WAIVER

16.01 No provision of this Agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing and signed by the Province.

16.02 The written waiver by the Province of any breach of any provision of this Agreement by the Contractor will not be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

SECTION 17 - ENTIRE AGREEMENT

17.01 No amendment or modification of this Agreement is effective unless it is in writing and signed by the parties.

17.02 This Agreement, including its Schedules, as well as any modifications or amendments to it constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

SECTION 18 - SURVIVAL OF PROVISIONS

- 18.01 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 indefinitely, despite any expiration or sooner termination of this Agreement.

SECTION 19 - EVALUATION

- 19.01 The Contractor must participate in any evaluation, review or inspection of the Services at the request of the Province.

SECTION 20 – INDEMNITY

- 20.01 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, 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 by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

SECTION 21 – INSURANCE

- 21.01 The Contractor must comply with the Insurance Schedule attached as Schedule D.
- 21.02 The Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia.
- 21.03 It is the Contractor's responsibility to ensure any required automobile insurance is in place. The Contractor shall provide, maintain, and pay for automobile insurance which it is required by law to carry or which it considers necessary to cover risks.

SECTION 22 – REFERENCES

- 22.01 Every reference to the Province in this Agreement includes the Minister of Justice, the Deputy Solicitor General, the Assistant Deputy Minister, and the Executive Director of the Victim Services and Crime Prevention Division and any person designated by any of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

SECTION 23 – OWNERSHIP

- 23.01 Any equipment, machinery or other property provided by the Province to the Contractor as a result of this Agreement will:
- (a) be the exclusive property of the Province;

- (b) forthwith be delivered by the Contractor to the Province on written notice to the Contractor requesting delivery of the same, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.

SECTION 24 - MISCELLANEOUS

- 24.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 24.02 All references to paragraph numbers in this Agreement refer to paragraphs in this Agreement, and all references to Schedules in this Agreement refer to Schedules attached to this Agreement.
- 24.03 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 24.04 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 24.05 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 24.06 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Services that by statute, the Contractor is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 24.07 For the purpose of paragraphs 24.08 and 24.09, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, freight embargoes and power failures or other cause beyond the reasonable control of a Party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 24.08 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 24.09 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other Party forthwith, and must use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.
- 24.10 Time and the uninterrupted provision of the Services are of the essence in this Agreement.

- 24.11 The Contractor must ensure that provision of services is uninterrupted and continuous. In the event that the Contractor is unable to provide the Services for any period greater than 30 days during the Term, the Contractor must immediately contact and inform the Province.
- 24.12 The Province reserves the right to engage other resources to provide the Services during any such periods referred to in paragraph 24.11 and make a claim for related costs to the Contractor. This provision does not include periods where demand exceeds Contractor capacity.
- 24.13 If there is any conflict between any provision in the body of this Agreement and any provision of any Schedule attached hereto, then the provisions in the body of this Agreement will prevail.
- 24.14 Every reference to an act, whether or not defined, in this Agreement, includes all regulations made pursuant to that act and any act passed in substitution for, replacement of, or amendment of that act.
- 24.15 In this Agreement wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context or the parties hereto so require.
- 24.16 This Agreement will be binding upon the Province and its assigns and the Contractor, the Contractor's successors and permitted assigns.
- 24.17 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 24.18 Where the Contractor is a corporation, the Contractor warrants that the signatory has been duly authorized by the Contractor to execute this Agreement without corporate seal on behalf of the Contractor.

SECTION 25 – EXECUTION

The parties have executed this Agreement as follows:

<p>SIGNED on the _____ day of _____, 2020 on behalf of the Contractor by its authorized signing officer:</p> <p>Authorized Signing Officer:</p> <p>_____ Signature</p> <p>_____ Name</p> <p>_____ Title</p>	<p>SIGNED on the _____ day of _____, 2020 on behalf of the Province by its duly authorized representative:</p> <p>Duly Authorized Representative:</p> <p>_____ Signature</p> <p>Rosalind Currie Director, Community Programs Victim Services and Crime Prevention Division</p>
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Schedule A – Police-Based – Sole Service

TERM: The term of this Agreement commences on **April 1, 2020 and ends on March 31, 2021.**

A.1 Service Area

This victim service program will provide services to clients in the policing jurisdiction of **Elk Valley RCMP Detachment**. In some cases, clients may request service from outside the service area and the victim service program may provide services in these cases.

A.2 Type of Program

This police-based victim service program is the sole provider of victim services in this service area.

A.3 Service Clientele

This police-based victim service program will provide the following services to the following clients:

	Victims of crime¹ (other than family/ sexual violence)	Victims of trauma²	Victims of family/ sexual violence³
Critical Incident Response	Yes	Yes	Yes
Criminal Justice Information and Support	Yes	N/A	Yes
Safety Planning	Yes	Yes	Yes
Information and Referrals	Yes	Yes	Yes
Emotional and Practical Support	Yes	Yes	Yes

A.4 Service Deliverables

The Contractor will provide the Services **21 hours per week**.

Contractors are responsible for supervising victim service workers to provide the services described below. Contractors may prioritize service delivery based upon victim safety, victim vulnerability, type of crime and the seriousness of the incident.

¹ See A.7 - definition section

² See A.7 - definition section

³ See A.7 - definition section

Critical Incident Response

- ✦ Respond to call out from police to:
 - Provide initial incident defusing
 - Provide critical incident stabilization
 - Liaise between victim and emergency personnel
- ✦ Respond to hospital call out
 - Liaise between victim and hospital personnel
- ✦ Identify and address immediate emotional, safety, and logistical victim needs
- ✦ Provide information regarding the immediate and post incident impacts of crime and trauma
- ✦ Provide information regarding next steps or actions to be undertaken by the police
- ✦ Coordinate with appropriate parties
- ✦ Provide response in accordance with contractor agency policies and procedures

Criminal Justice System - Information and Support

- ✦ Provide information to victims about their rights under the Victims of Crime Act (VOCA)
- ✦ Obtain, provide and/or arrange for victims to receive case specific information which they may request under sections 6 and 7 VOCA.
- ✦ Provide information about the criminal justice system process, and roles of key parties
- ✦ Assist victims to engage with justice system personnel (e.g. police, Crown counsel)
- ✦ Arrange, facilitate and/or accompany victims to meetings with criminal justice system personnel (eg. police, Crown counsel, corrections staff)
- ✦ Support and prepare victims for the criminal court process, including:
 - Review with victims whether they may require testimonial accommodations
 - Initiate conversations with Crown counsel regarding victims' participation in the court process, including, if appropriate, exploration of testimonial accommodation
 - Prepare victim for possible emotional responses to court proceedings and/or testifying
 - Provide victim with court orientation by providing a courthouse tour, reviewing court room protocol, or providing public education materials. Note: Public education materials alone are generally not sufficient for court orientation unless they are the only option due to geography or workload.
- ✦ Provide victims with information regarding options for travel expenses to court and assist with facilitating these processes and arrangements
- ✦ Accompany victim to court and provide related emotional and practical assistance

- ✦ Provide information about and assistance with Victim Impact Statements
- ✦ Provide support to the victim upon conclusion of the case, ensuring victim is aware of and understands the outcome, and has access to necessary follow-up resources including registration for victim notification where appropriate and referral to other community supports where needed.

Safety Planning

- ✦ Upon initial contact with victim, assess, identify and address victim's immediate and emergency safety needs
- ✦ Develop and continue to update safety plan with victim including coordination with community and criminal justice system partners where appropriate
- ✦ Provide general safety and crime prevention information and referrals to community resources

Practical and Emotional Support

- ✦ Provide emotional support to assist victims to cope with the impacts of crime and trauma.
 - Assist victim with the completion of forms (ie. Crime Victim Assistance Program application, Victim Impact Statement, victim notification registration).
- ✦ Assist victim with accessing transportation services including, but not limited to hospital, court, police, transition house, and/or shelters.
- ✦ Assist victim with accessing shelter, financial assistance, and/or social services as required.
- ✦ Provide or facilitate other types of practical support and assistance as appropriate

Information and Referral

- ✦ Provide referral information about Ministry of Public Safety and Solicitor General supports including:
 - Victim services
 - Victim Safety Unit
 - Crime Victim Assistance Program
 - Stopping the Violence Counselling
 - Children Who Witness Abuse Counselling
 - Outreach and Multicultural Outreach Services
- ✦ Provide referral information regarding:
 - Child Protection/MCFD
 - Social services
 - Health services
 - Counselling services
 - Housing services
 - Mental health services
 - Community resources
 - Crime prevention

- Financial Benefits
- Attorney General services, including family justice counsellors
- Other resources as appropriate

Networking, Public Awareness and Education

The following activities are provided depending upon the needs of the community and the program's client service requirements. These activities enhance service delivery to victims, reach out to potential victims and raise the profile of victim services within the community.

- ✦ Host and/or participate in victim-related events
- ✦ Provide public education and promote awareness regarding victims' issues
- ✦ Inform other community services about services available to victims of crime
- ✦ Develop and maintain a network with criminal justice system personnel including police, Crown counsel, court services, corrections, and sheriffs; and social service and other community agencies, including transition houses, hospitals, and family justice resources

Provision of Services in Family Court Related Matters

Although, Victim Service Workers are not expected to provide detailed information on family law and/or family court processes, clients who are victims of family and sexual violence may require support through family law related matters. The following are examples of services that might be provided in a family court context:

- ✦ Providing emotional support to victims of crime in relation to family law issues/family court matters;
- ✦ Helping to obtain family law related protection orders or obtaining copies of existing protection orders;
- ✦ Helping to obtain information about the family court process;
- ✦ Providing referral to family court related resources such as Legal Aid, Duty Counsel and Family Justice Counsellors;
- ✦ Ensuring that safety plans are up to date and relevant to all settings including family court; and,
- ✦ Providing information on peace bonds and protection orders.

Court proceedings and the serving of court documents can be a time of heightened risk. Ensuring clients are safe at these times is critical and therefore safety planning is extremely important. If a victim service worker believes that a victim of crime would also benefit from emotional support during the family court process, then it may be appropriate for them to meet with the victim at court or arrange meetings before and/or after court to provide emotional support to the victim. Providing this type of support must be balanced with an agency's other competing service priorities.

A.5 Services Not Provided

Contractors are responsible for ensuring that the following services are not provided by victim service workers:

- ✦ Counselling – Victim service workers do not provide counselling or refer to themselves as counsellors unless they are registered counsellors
- ✦ Crime scene clean-up
- ✦ Victim Service Workers do not provide assistance in drafting forms relating to family court, including affidavits; or assist in civil/family trial preparation; and do not serve legal documents or conduct legal advocacy at civil/family court
- ✦ Legal advice
- ✦ Mental health services
- ✦ Victim transportation without appropriate vehicle insurance

A.6 Reports to be provided to the Province

The Contractor must submit to the Province in a form and manner determined by the Province, the following:

A.6.1: Monthly statistical reports in a form and manner determined by the Province, no later than the tenth (10th) working day of the month following the month which is being reported.

A.6.2: The Contractor must submit **quarterly** a Statement of Operations as set out in **Schedule G** confirming all expenditures for the period at the following dates and times:

For the Reporting Period	Due Date
April 01, 2020 to June 30, 2020	On or before July 31, 2020
July 01, 2020 to September 30, 2020	On or before October 31, 2020
October 01, 2020 to December 31, 2020	On or before January 31, 2021
January 01, 2021 to March 31, 2021	On or before April 30, 2021

The Contractor may be required to submit additional Schedule G reports, as requested by the Province.

A.6.3: The Contractor must submit **semi-annually** a Descriptive Report in the form and manner set out in **Schedule H** confirming activities for the period at the following dates and time:

For the Reporting Period	Due Date
April 01, 2020 to September 30, 2020	On or before October 31, 2020
October 01, 2020 to March 31, 2021	On or before April 30, 2021

A.6.4: The Contractor must submit to the Province a completed Schedule F – Part III: Program Budget Proposal for each Program Area by May 29, 2020.

A.7 DEFINITIONS

Adult – All persons 19 years and over.

Child – All persons under the age of 13 years

Child and Youth Physical Abuse – Any form of assault, as defined in the Criminal Code of Canada, committed against a child or youth by an adult in a position of trust or authority.

Child and Youth Sexual Abuse – Any sexual offence, as defined in the Criminal Code of Canada, and other offences of sexual nature committed against a child or youth.

Emotional Support - validation of the victim's emotional/psychological reactions to the incident, acknowledging the victim's strengths, active listening, reflection, validation, predicting, and preparing

Safety Planning – Developing a plan with the victim to manage safety and reduce the risk of further victimization.

Sexual Assault – Any sexual offence, as defined in the Criminal Code of Canada, and other offences of sexual nature committed against an adult.

Trafficked Person - controlling a person by means of coercion and fear for the purpose of exploitation; the exploitation can take many forms such as sexual exploitation, labour exploitation, and domestic servitude.

Victims of crime - Direct victims of and witnesses to criminal offences and immediate/ surviving family members of direct victims of criminal offences

Victims of family/sexual violence

- victims of violence in relationships (adult, youth, or child)
- victims of sexual assault
- victims of criminal harassment
- victims of child abuse/assault (both physical and sexual)
- adult survivors of childhood abuse (both physical and sexual)
- child witnesses of family violence

Victims of trauma - Direct victims of and witnesses to non-criminal traumatic events which involve the police or other first responders, including, but not limited to motor vehicle accidents and sudden death next of kin notifications; immediate/ surviving family members of direct victims of traumatic events

Victim Service Worker – Program coordinator, volunteer, student, trainee, and work placement who is employed or retained to provide victim services under this Agreement.

Violence in Relationships – violence in intimate relationships, including married, common law and dating relationships; same-sex or heterosexual relationships, whether the persons are living together at the time of the violence or not. It may include assault, sexual assault, criminal harassment and other crimes which occur within the context of that relationship (e.g. a victim of break and enter, mischief, and theft that was committed by a former intimate partner).

Youth – All persons aged thirteen to eighteen.

Schedule B – Terms and Conditions of Payment

1. The Contractor will be paid an amount not exceeding **\$51,094.00** in the aggregate (the “Contract Price”) for the Term of the Contract in the following manner:

The Province will pay the Contractor on **the 15th of** each specified period:

Fiscal 2020 – 2021 - PBVS - \$51,094.00

- On April 15, 2020, the sum of **\$12,773.50**;
 - On July 15, 2020, the sum of **\$12,773.50**;
 - On October 15, 2020, the sum of **\$12,773.50**;
 - On January 15, 2021, the sum of **\$12,773.50**.
2. The Contractor acknowledges that, if the reports referred to in paragraph (A.6 or A.9 or A.10) of Schedule A are not received and approved by the due date, the Province may withhold a payment or payments as set out in the above paragraph.

Schedule C – Criminal Record Checks

1. The Contractor will ensure that every employee, volunteer, student, trainee and work placement who will work with children, or have unsupervised access to children in the performance of the Services under this Agreement, undergoes a criminal record check to determine whether that individual has a criminal record or has an outstanding charge which indicates that the individual presents a risk to the potential safety of children who may come into contact with that individual, and:
 - (a) Ensure that every person involved with the provision of the Services under this Agreement is suitably qualified to be entrusted with the care and protection of children; and
 - (b) Maintain and make available to the Province upon request, documentation showing that the criminal record check requirement set out in this Schedule has been met.

Schedule D – Insurance

On behalf of the Contractor, the Province will purchase and maintain commercial general liability insurance in the amount of \$2,000,000 inclusive per occurrence insuring against third party bodily injury, third party property damage, and personal and advertising injury, where any of them arise out of the performance of the Services by the Contractor and/or by approved subcontractors who have entered into a written agreement to perform the Services.

1. The Contractor is responsible for and will pay any deductible under the insurance policy.
2. The Province will obligate the managing broker to provide the Contractor with a Certificate of Insurance and a copy of the insurance policy wording.
3. The Province will take reasonable steps to ensure the coverage specified in section 1 is continuous for the duration of this Agreement. The Province will not be responsible for providing coverage in the event the insurance is cancelled or reduced by the insurer.
4. The Province does not represent or warrant that the insurance covers any and all losses. The Contractor is responsible for ascertaining the exact nature and extent of coverage of the insurance policy as well as the terms and conditions of the insurance policy. No term or condition of this Agreement amends, extends or alters the coverage afforded by the insurance policy.
5. Where the Contractor uses a vehicle to perform the Services the Contractor shall maintain Automobile Liability insurance on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2,000,000 per occurrence, and where applicable the Contractor may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form.

The Contractor will provide, maintain, and pay for, any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in sections 1 and 6.

Schedule E – Additional Terms

1. Documents

Upon the Province's request, the Contractor will provide the following:

- (a) Board of Directors – a current list of all directors, including contact information for each director
- (b) *Workers Compensation Act* – proof of workers compensation coverage under the Act
- (c) Job Descriptions
- (d) Other documents as requested by the Province

2. Community-Based and Police-Based Victim Service programs – PROTOCOL

- (a) A signed copy of any revised or updated local protocols must be provided to the Province **by July 15th, 2020.**

3. Police-based programs operating in detachments/police departments

The Contractor will ensure that the detachment/department commander or designated police officer is requested to supervise the Program Manager in the day to day delivery of the Services;

The Contractor will encourage the police to make referrals to ensure the Program's fullest utilization; and

The Contractor will ensure that any persons delivering or assisting with the delivery of the Services have undertaken the security and liability screening recommended by the police department or detachment in the area where the Services are to be delivered.

4. Cost-share Contribution for Police-based

Police-based Victim Service Programs are cost-shared 50/50 between the Ministry and local governments in communities with a population of 5,000 or more and where they exist in communities with a police-strength of 4 or more. At a minimum, the Ministry expects local governments to match the Ministry's contribution. This cost-sharing approach recognizes the critical role that police-based victim services play in the police response to crime and trauma, particularly in the area of crisis response.

5. Municipal Contribution

The Contractor will manage the municipal contribution that is specified in the Fiscal Year 20/21 Budget Proposal (Schedule F – Part III: - Program Budget Proposal).

6. Subcontractors and Assignment (Section 7-7.04)

Eveliëne Eijsermans – Victim Service Program Manager (eveliëne.eijsermans@rcmp-grc.gc.ca)

SCHEDULE F – PART III: PROGRAM BUDGET PROPOSAL

*Deadline to submit to the Province for each Program Area: **May 29, 2020***

Program Name: _____

Reference No. _____

*Provided in Cover Letter

INSTRUCTIONS

1. For each program applied for, a separate budget proposal must be completed (Section 1). The Authorization (Section 2) only needs to be completed once for all programs.
2. For **Police-based Victim Service** programs that are cost-shared with municipality/regional district, the maximum **"In-kind Contribution"** amount that may be claimed for under "Municipal" or "Regional District" is 20% of cash. "In-kind contributions" include costs for facilities (e.g. rent, utilities and maintenance), telephone, fax, and office supplies, etc.
3. For each program, your budget should confirm that you are providing the **number of service hours** as stated in your contract.
4. **Your budget proposal must be balanced and equal to the amount identified in the final program budget letter.**

Section 1: PROGRAM BUDGET PROPOSAL

A. PROGRAM REVENUE SOURCES

Program type: ☐ PBVS ☐ CBVS ☐ DVU ☐ STVC ☐ PEACE ☐ ORS ☐ Multi-ORS

Revenue Source	Cash	In-kind Contribution	Total
Ministry of PSSG-VSCP			
Municipal government			
Regional District			
Applicant Organization			
Other Revenue Source (Please specify):			
Total from all revenue sources			

B. PROGRAM EXPENSES

1. Salaries and Benefits

This section of the Budget Proposal may include only salaries, benefits and payroll deductions for direct frontline service staff (including sub-contractors if applicable), program supervision, and clinical supervision (if applicable).

Title/Position	Salary	Benefits	Total Cost	Funded from VSCP
Total Salaries and Benefits				

2. Program Delivery Costs

Eligible Expense Item	Total Cost	Funded from VSCP
Program-related rent/lease/mortgage		
Program-related office supplies/software		
Program-related travel		
Utilities (heat, hydro, internet)		
Phone (landline and/or cell)		
Staff training and associated travel		
Resource materials/printing costs		
Volunteer appreciation/honorariums		
Property maintenance		
Memberships (specify):		
Other program-related expenses (Please specify):		
Total Program Delivery Costs		

3. Administration Costs

Eligible Expense Item	Total Cost	Funded from VSCP
Management salary/benefits		
Administrative support wages/benefits		
Administration-related rent/lease/mortgage		
Administration-related utilities (heat, hydro, internet)		
Bookkeeping/bank fees		
Other administration costs (Please specify):		
Total Administration Costs		

4. Total Program Expenditures

Expense Area		Total Cost	Funded from VSCP		Expense Area as a % of Total Funded from VSCP (e.g. a/d, b/d, c/d)
Total salaries and benefits			a		
Total program delivery costs			b		
Total administration costs			c		
Total Program Expenditures			d		100%

Section 2: AUTHORIZATION

Before submitting the Program Budget Proposal, the form must be signed by one or more authorized signing officers for the organization below.

As an authorized signing officer for the organization, I hereby certify that: (please check below as confirmation)

- ☐ I have reviewed the completed Program Budget Proposal; and that
- ☐ all the information provided in this Program Budget Proposal, including all attachments, is accurate and correct to the best of my knowledge.

Authorized Signing Officer:

Signature: _____

Name (Print): _____

Title: _____

Date: _____

FOR VICTIM SERVICES AND CRIME PREVENTION DIVISION USE ONLY

Approved By:

Program Manager: _____

Signature: _____

Date: _____

Comments / Notes:

SCHEDULE G – PROGRAM EXPENSE REPORT

Fiscal Year: 2020-2021

Victim Services and Crime Prevention Division, Ministry of Public Safety and Solicitor General

Reporting Period:	<input type="checkbox"/> 1 st Quarter - April 01, 2020 to June 30, 2020 (Due by July 31, 2020)		<input type="checkbox"/> 2 nd Quarter - July 01, 2020 to September 30, 2020 (Due by October 31, 2020)									
	<input type="checkbox"/> 3 rd Quarter – October 01, 2020 to December 31, 2020 (Due by January 31, 2021)		<input type="checkbox"/> 4 th Quarter – January 01, 2021 to March 31, 2021 (Due by April 30, 2021)									
Legal name of organization			Program Type									
Program Name			Contract #									
Expense Category	Annual Budget		Quarter Budget		Quarter Actuals		Quarterly Variance		Year to Date Actuals		Year to Date Variance	
Salaries and Benefits	\$		\$		\$		\$		\$		\$	
Program Delivery	\$		\$		\$		\$		\$		\$	
Program Administration	\$		\$		\$		\$		\$		\$	
TOTAL	\$		\$		\$		\$		\$		\$	
Explanation of Variances		(Please explain any variances in the comments section provided below.) Program Managers must be contacted if program is unstaffed for 30 days or more.										
Salaries and Benefits												
Program Delivery												
Program Administration												

<i>Please complete the budgeted and actual expenditures for the following specific line items.</i>												
Line Item	Annual Budget		Quarter Budget		Quarter Actuals		Quarterly Variance		Year to Date Actuals		Year to Date Variance	
Program-related travel (Client service, outreach, coordination)	\$		\$		\$		\$		\$		\$	
Staff training (associated travel, accommodations)	\$		\$		\$		\$		\$		\$	
Management salary/benefits (from "Program Administration" section)	\$		\$		\$		\$		\$		\$	

Contracted Service Hours per Week (See Schedule F)	Contracted Service Hours this Quarter (Hrs/Wk X 13)	Total Actual Service Hours this Quarter		Contact Name for Program Expense Report					
	Hrs/Wk		Hrs		Hrs				
FOR VSCP Use Only						Contact Phone number:			
						Date report completed:			
						Executive Director/Authorized Signing Officer:			
Signature:									

To submit this report, please email to VSPContracts@gov.bc.ca, or fax to the Victim Services and Crime Prevention Division at 604-660-1635.

Schedule H – Semi-Annual Report

Contractor: _____

Contract Number: _____

Program Name & Location _____

Reporting Period:

Fiscal 2020 – 2021

☐

April 01, 2020 – September 30, 2020

☐

October 01, 2020 – March 31, 2021

Program Type:

☐

Police Based Victim Services

☐

Community-Based Victim Services

☐

DVU-Community-Based Victim Services

☐

Outreach Services

☐

Program for Children and Youth Experience Violence

☐

Stopping the Violence Counselling

☐

Multicultural Outreach Services

Please complete the following questions as they relate to the reporting period identified. The information you provide helps Victim Services and Crime Prevention Division, Ministry of Public Safety and Solicitor General with a better understanding of program activities, and service delivery issues.

1. Thinking about the clients served by your program, please describe any unmet needs, challenges, gaps in services and/or particular trends during the reporting period:

2. Please describe how you have engaged with the community to share information about the services available through your program during the reporting period (i.e. meetings with other service providers, meetings with other justice system personnel, information sessions, etc.)?

3. Provide any additional comments you may have:

Program Staff Personnel:

COMPLETED BY: SIGNATURE: DATE:

Executive Director / Signing Authority:

REVIEWED BY: SIGNATURE: DATE:

Note:

1. Please complete a separate Semi-Annual Report for each program type.
2. Please e-mail a signed copy to VSPContracts@gov.bc.ca or fax a signed copy to Victim Services and Crime Prevention Division at: 604-660-1635.

Schedule F

Program Application, April 1, 2020 to March 31, 2021

PART I: APPLICANT INFORMATION

A. APPLICANT CONTACT INFORMATION

Reference No. **15092193**

(See cover letter)

Legal name of organization			
Regional District of East Kootenay			
Street address	City/Town	Province	Postal code
19 – 24 th Avenue South	Cranbrook	BC	V1C 3H8
Mailing address (if different from above)	City/Town	Province	Postal code
Phone #	Fax #	E-mail address	
250-489-2791	250-489-3498	smoskal@rdek.bc.ca	

Executive Contact (main point of contact with legal signing authority)

Name of contact	Title		
Shannon Moskal	Corporate Officer		
Mailing address (if different from above)	City/Town	Province	Postal code
Phone #	Fax #	E-mail address	
250-489-2791	250-489-3498	smoskal@rdek.bc.ca	

Board Contact (for societies only)

Name of contact	Title		
Mailing address (if different from above)	City/Town	Province	Postal code
Phone #	Fax #	E-mail address	

B. APPLICANT ADMINISTRATIVE INFORMATION

1. Do your organization's human resource policies and procedures comply with the:

- | | | |
|--|---|-----------------------------|
| a) <i>Employment Standards Act</i> of BC? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) BC's <i>Human Rights Code</i> ? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) <i>Worker's Compensation Act</i> (WorkSafe BC)? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

2. Are the staff of the program for which you are applying unionized? ☐ Yes ☒ No

If "Yes", please specify union (i.e. CUPE): _____

3. Is your organization a member of the Community Social Services Employers Association of BC (CSSEA)? ☐ Member ☐ Associate member ☒ Non-member

4. Are any of your program staff sub-contracted to provide services? ☒ Yes ☐ No

If "Yes", please list the names of sub-contracted staff or the business name:

Eveliëne Eijsermans, EV Victim Services with Ev

FOR SOCIETIES ONLY:

5. Annual Report

Include with your organization's program application a copy of your Society's current Annual Report, or minutes from the last Annual General Meeting.

C. COMMERCIAL GENERAL LIABILITY INSURANCE

All contractors are required to have Commercial General Liability (CGL) insurance in accordance with the terms of the Transfer Under Agreement.

The criteria for CGL include:

1. Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under the Agreement;
2. The Province must be included as an additional insured;
3. The policy must be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and,
4. The policy must include a cross liability clause.

A Certificate of Insurance will be included when you receive your contract. Please have your insurer complete and return the certificate to the Province as quickly as possible.

Please refer to **Appendix A – The Social Services Group Liability (SSGLP)** of the program application form. The Appendix provides general information on The Social Services Group Liability (SSGLP).

Please choose from **ONE** of the following options:

- ☐ **Option A:** Your agency carries its own Commercial General Liability (CGL) coverage (as described above) that covers the programs and services you are applying to provide.

OR

- ☒ **Option B:** Your agency is requesting enrolment in the Province's Social Services Group Liability Program.

PART II: PROGRAM INFORMATION

A. PROGRAM CONTACT INFORMATION (Please complete for each program)

Program type: ☒ PBVS ☐ CBVS ☐ DVU ☐ STVC ☐ PEACE ☐ ORS ☐ Multi-ORS

Program location (Community)		Service area (If different from community)	
Elk Valley		Includes Elkford, Fernie, Sparwood, Electoral Area A and a portion of Electoral Area B	
Street address	City/Town	Province	Postal code
1302 5 th Avenue (Fernie RCMP Detachment)	Fernie	BC	V0B 1M0
<i>(Street address not required if program is located in a transition house or safe home)</i>			
Mailing address (if different from above)	City/Town	Province	Postal code
PO BOX 1450	Sparwood	BC	V0B 2G0
Phone #	Fax #	E-mail address	
250-423-7500		Eveliene.eijsermans@rcmp-grc.gc.ca	

Program Contact (main contact for program delivery matters)

Name of contact		Title	
Eveliene Eijsermans		Elk Valley RCMP Victim Services Program Manager	
Mailing address (if different from above)	City/Town	Province	Postal code
Phone #	Fax #	E-mail address	
250-423-7500		eveliene.eijsermans@rcmp.grc.gc.ca	

Names of all additional paid program staff:

Name	Title	E-mail address
Eveliene Eijsermans	Program Manager	eveliene.eijsermans@rcmp.grc.gc.ca ✓

For Police-based Victim Service programs only

Police Detachment/Department Supervisor			
Name of contact		Title	
Jeff Harrold		S/Sgt NCOi-C	
Mailing address (if different from above)	City/Town	Province	Postal code
Po Box 1450	Sparwood	BC	V0B 2G0
Phone #	Fax #	E-mail address	
250-425-6233	250-423-2653	Jeff.harrold@rcmp-grc.gc.ca	

Does your Police Based Victim Services Program receive a cost-share contribution from your local government? ☒ Yes or ☐ No (tick appropriate box)

If yes, please provide the name and contact information for your local government funder:

Name:	Shannon Moskal	Title: Corporate Officer
Phone #:	250-489-2791	E-mail address: smoskal@rdek.bc.ca

B. PROGRAM DELIVERY INFORMATION

This section pertains only to the Victim Service Program or Violence Against Women Program funded by the Victim Services and Crime Prevention Division (VSCP), Ministry of Public Safety and Solicitor General -- **DO NOT** include details of other programs administered by your organization.

1. What are the scheduled hours of operation of the program (not including on-call/stand-by hours)?

Day	Start Time	End Time	Day	Start Time	End Time
Monday	9:00	17:00	Friday	-	-
Tuesday	9:00	17:00	Saturday	-	-
Wednesday	9:00	17:00	Sunday	-	-
Thursday	9:00	17:00	Total Hours per Week		30 hrs

2. What are the on-call/stand-by hours of operation of the program?

Day	Start Time	End Time	Day	Start Time	End Time
Monday			Friday		
Tuesday			Saturday		
Wednesday			Sunday		
Thursday			Total Hours per Week		0 hrs

3. Job Titles, Hours and Pay (Full-time and regular part-time staff only)

Please list all staff titles, base hourly wage rates and approximate number of hours per week for each program position. Please include Clinical Supervision staff or contractor if applicable.

Title/Position	Base Hourly Wage (a)	Hours per Week (b)	Annual Salary {=(a) x (b) x 52}
Program Manager	31.93	30	49,810.80
Totals		30 hrs	49,810.80

4. Contracted Hours of Service

Please enter the number of service hours indicated in the attached cover letter for this program:

21	hours per week
----	----------------

PART III: AUTHORIZATION

Before submitting the Program Application Form, the form must be signed by one or more authorized signing officers for the organization below.

As an authorized signing officer for the organization, I hereby certify that: (please check below as confirmation)

- ☒ I have reviewed the completed Program Application Form; and that
- ☒ all of the information provided in this Program Application Form, including all attachments, is accurate and correct to the best of my knowledge.

Authorized Signing Officer:

Signature: Shannon Moskal

Name (Print): Shannon Moskal

Title: Corporate Officer

Date: January 10, 2020

FOR VICTIM SERVICES AND CRIME PREVENTION DIVISION USE ONLY

Approved By:

Program Manager: Dana Greening

Signature: Dana Greening

Date: Feb 18/20

Comments / Notes:

Approved

RECEIVED
JAN 10 2020

VICTIM SERVICES DIVISION
MINISTRY FOR PUBLIC SAFETY
AND SOLICITOR GENERAL

Request for Decision

File No: Shh 231 003

Date April 17, 2020
Author Shannon Moskal, Corporate Officer
Subject Elk Valley Transit Expansion Options

REQUEST

To consider future expansion options for the Elk Valley Transit Service.

OPTIONS

1. THAT BC Transit be requested to include in their Transit Improvement Process an expansion of the Elk Valley Transit System in 2021 to provide increased service between Elkford and Cranbrook as described in Option 1 of the 2020 Elk Valley Transit Future Service Plan.
2. THAT BC Transit be requested to include in their Transit Improvement Process an expansion of the Elk Valley Transit System in 2021, as described in the following 2020 Elk Valley Transit Future Service Plan options:
 - Increased service between Elkford and Cranbrook (Option 1)
 - Commuter Service between Elkford and Cranbrook (Option 2)
 - Increased service between Fernie and Sparwood (Option 4)
3. THAT an expansion of the Elk Valley Transit System not be pursued at this time.

RECOMMENDATION

None provided.

BACKGROUND/ANALYSIS

Attached is the 2021/22 Expansion Initiatives Report from BC Transit which provides additional information, including draft schedules and updated costs, for Options 1, 2 and 4 of the 2020 Elk Valley Transit Future Service Plan. This information was requested by the Board on February 14, 2020.

Also attached are the Elk Valley Transit Future Service Plan and Engagement Summary which were reviewed by the Board on February 13/14, 2020. The Plan identifies the following 5 proposals for transit service improvements:

Proposed Service Improvement	Estimated Service Hours	Expansion Buses Required	Estimated RDEK Share of Costs*	Estimated Tax Increase*
1. Increased Service Between Elkford and Cranbrook	1,300	1	\$86,087	61%
2. Elkford – Cranbrook Commuter Service	1,300	1	\$86,087	61%
3. Weekend Service	1,300	1	\$79,000	56%

4. Increased Service Between Fernie and Sparwood	800	1	\$60,797	43%
5. Fernie Local Service Improvements	200	0	\$9,000	6%

* Costs for Options 1, 2 and 4 have been updated. Costs for Options 3 and 5 are high-level estimates and are subject to change. The 2019 requisition for the Service was \$140,000.

BC Transit has recommended that increased service between Elkford and Cranbrook (Option 1) be prioritized for any future expansion initiatives.

In light of the impact that COVID-19 is having on transit systems across BC, BC Transit has deferred all planned 2020/21 expansions until 2021/22 in order to focus on service and ridership recovery in every transit system. As a result, there is the potential that all expansions currently being proposed for the 2021/22 fiscal year could be postponed to 2022/23.

In order to proceed with one of the proposed service improvements outlined in the Elk Valley Transit Future Service Plan, a decision to do so is required. BC Transit would then integrate the request into their 3-year Transit Improvement Process. The RDEK currently has an Expansion Memorandum of Understanding (MOU) with BC Transit which includes an expansion placeholder for 2021/22. This MOU will need to be updated to reflect the decision of the Board. Approval of the MOU is required by July 31, 2020. The earliest that a service improvement could be rolled out is 2021 (in the fall), subject to Provincial funding approval.

SPECIFIC CONSIDERATIONS

Financial

Estimated costs for the proposed service improvement would need to be included in the Financial Plan.

Next Steps

1. Board decision on whether to proceed with expansion – by May 29, 2020 (latest Board meeting).
2. If expansion approved, BC Transit prepares MOU.
3. Board approves MOU – by July 3, 2020 (latest Board meeting).

Attachments

Report for Elk Valley Services Committee

SUBJECT: 2021/22 Expansion Initiatives

April 30, 2020

At the February 13, 2020 meeting of the Elk Valley Services Committee, the following resolution was passed:

THAT BC Transit be requested to provide detailed information, including draft schedules and updated costs, for Options 1, 2 and 4 of the 2020 Elk Valley Transit Future Service Plan.

The following service options were presented to the Elk Valley Services Committee. The bolded service options are the options for which the Committee requested additional information.

- **Option 1: Increased service between Elkford and Cranbrook**
- **Option 2: Commuter service between Elkford and Cranbrook**
- Option 3: Weekend service
- **Option 4: Increased service between Fernie and Sparwood**
- Option 5: Fernie local service improvements

Public engagement results showed preference for the following three expansion priorities (shown in order of preference expressed through the public engagement process). These are the three implementation priorities that the Committee requested further information on. The resource requirements for each option, as well as the proposed implementation year, are provided for each option.

AOA Period	Implementation Priority	Annual Hours	Vehicle Requirements	Estimated Annual Revenue	Estimated Annual Total Costs	Estimated Annual Net Municipal Share
2021/22	Increased service between Elkford and Cranbrook	1,300	1	\$3,859	\$168,293	\$86,087
2021/22	Commuter service between Elkford and Cranbrook	1,300	1	\$3,859	\$168,293	\$86,087
2021/22	Increased service between Fernie and Sparwood	800	1	\$2,395	\$111,406	\$60,797

Further detail, including high-level draft schedules, for each implementation priority is provided below.

Option 1: Increased service between Elkford and Cranbrook

Health Connections currently operates between Elkford and Cranbrook on Wednesdays and Fridays only. On Health Connections, priority is given to people traveling for medical purposes, and advanced booking is required. Through this service option, additional service would be provided by BC Transit and the Regional District of East Kootenay to have service between Elkford and Cranbrook on all weekdays. This service would not require booking in advance¹.

Based on public feedback, this service would operate with a very similar schedule to current Health Connections service:

Monday-Friday

Depart Elkford	8:00 am
Sparwood	8:30 am
Fernie	9:00 am
Arrive Cranbrook	10:15 am

Depart Cranbrook	3:00 pm
Fernie	4:00 pm
Sparwood	4:30 pm
Arrive Elkford	5:00 pm

Option 2: Commuter service between Elkford and Cranbrook

In addition to the two weekly Health Connections trips between Elkford and Cranbrook, this option would provide commuter service to and from Cranbrook from Monday – Friday. There would be a morning trip operating from Elkford to Cranbrook, and an afternoon trip operating from Cranbrook to Elkford.

Public feedback did not indicate specific trip times for this service. To introduce this service, the following schedule is recommended:

Monday-Friday

Depart Elkford	6:00 am
Sparwood	6:30 am
Fernie	7:00 am
Arrive Cranbrook	8:00 am

Depart Cranbrook	4:30 pm
Fernie	5:30 pm
Sparwood	6:00 pm
Arrive Elkford	6:30 pm

¹ Note: Expansion to this service would be cost-shared by the Regional District of East Kootenay and BC Transit, and would not be funded by Interior Health as a Health Connections service

Option 4: Increased service between Fernie and Sparwood

This service would include an additional round trip between Fernie and Sparwood.

The majority of those interested in this service requested a trip departing Fernie between 3:45 pm and 4:00 pm to service students at the Fernie Academy. To introduce this additional trip, the following schedule is recommended:

Monday-Friday

Depart Sparwood Heights	3:05 pm
Elk Valley Hospital	3:35 pm
Fernie Community Centre	3:40 pm
College of the Rockies	3:45 pm
Fernie Community Centre	3:50 pm
Elk Valley Hospital	3:55 pm
Arrive Sparwood Health Centre	4:20 pm

Note: The implementation of this service option would also mean that this bus would be available for further service expansion options prior to 3pm.

Next Steps

BC Transit requires direction on which, if any, implementation priority or priorities, to put into a Memorandum of Understanding (MOU), which formalizes the process of securing provincial funding on your behalf. This MOU would be brought to the Elk Valley Services Committee, and then to the Regional District of East Kootenay Board, for approval. Approval of this MOU is required by July 31, 2020. It is important to note that expansion funding is subject to Provincial approval, and the Provincial budget is set annually in February.



Transit Future Service Plan

Elk Valley Transit System

February 2020

Regional District
of East Kootenay



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1 Introduction

The Elk Valley Transit Future Service Plan outlines improvements for transit service and infrastructure over the next 3-5 years in the Elk Valley Transit System. This Plan will build upon the Elk Valley Transit System Long-Range Plan (2011) and includes:

- An evaluation of community changes that are impacting transit demand now and over the next five years;
- An update of existing priorities identified in the 2011 Long-Range Plan; and
- Identification of requirements to meet emerging transit demand in the near and medium term.

Transit Future Service Plans provide a number of defined service improvements for implementation over the next five years and ensure transit improvement priorities are consistent with evolving local priorities, emergent transit demands, and BC Transit's operational capacity. The Plan is informed by public engagement processes, analysis of the existing transit system, and feedback from local governments; in addition, it takes into account long-term planning documents for communities in the Elk Valley area.

1.1 Plan Area

The geographic scope for this Plan is shown in the Map below. The area encompasses the jurisdictions of the District of Elkford, the City of Fernie, the District of Sparwood as well as Regional District Electoral Area A.

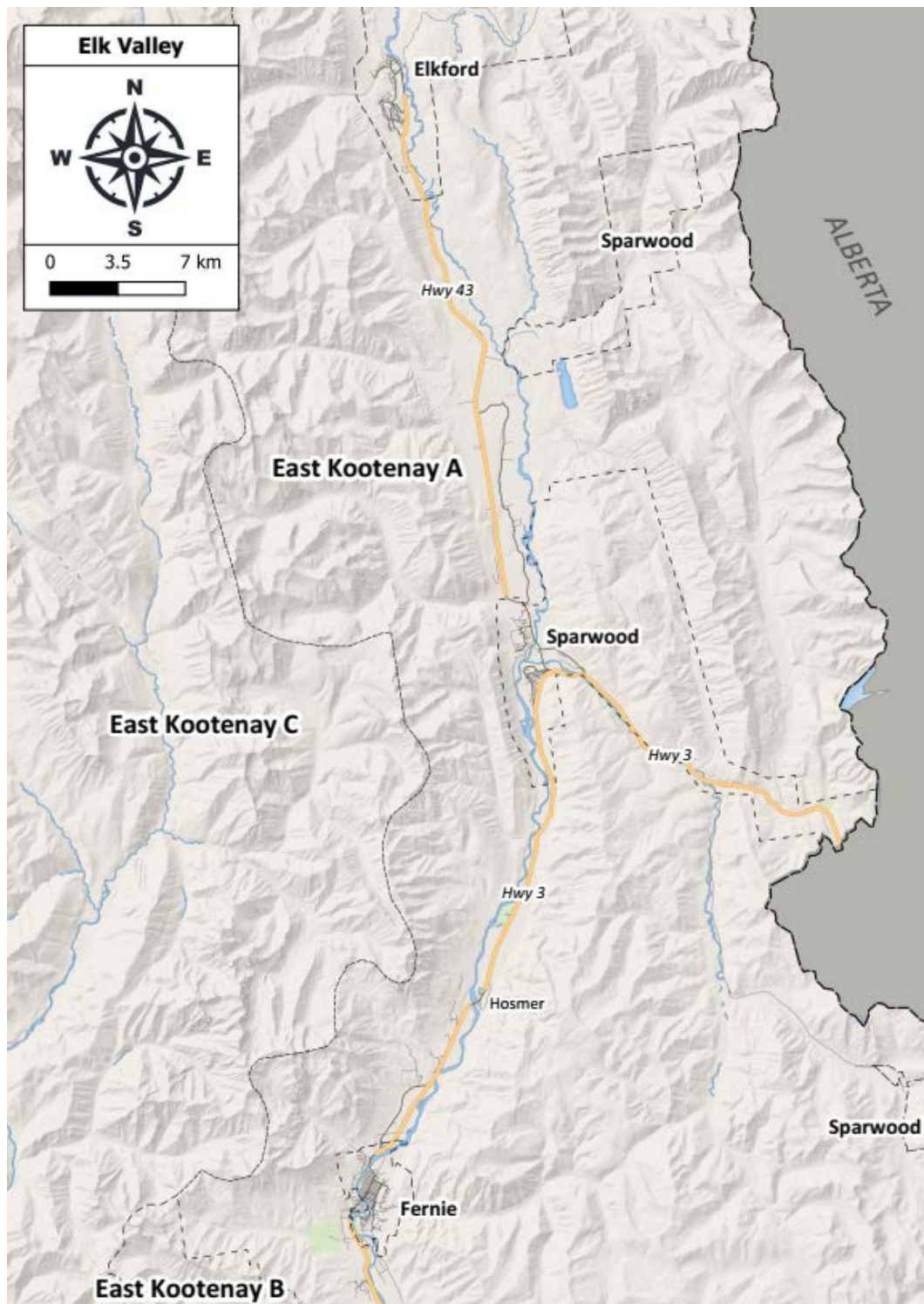


Figure 1: Plan Area

2 Plan Development

2.1 Timeline

Development of the Transit Future Service Plan began in spring 2018 and included phases to understand the present context, obtain feedback from both key stakeholders and the public, and develop a framework for short to medium-term development. Figure 1 illustrates the key steps in developing this Transit Future Service Plan.

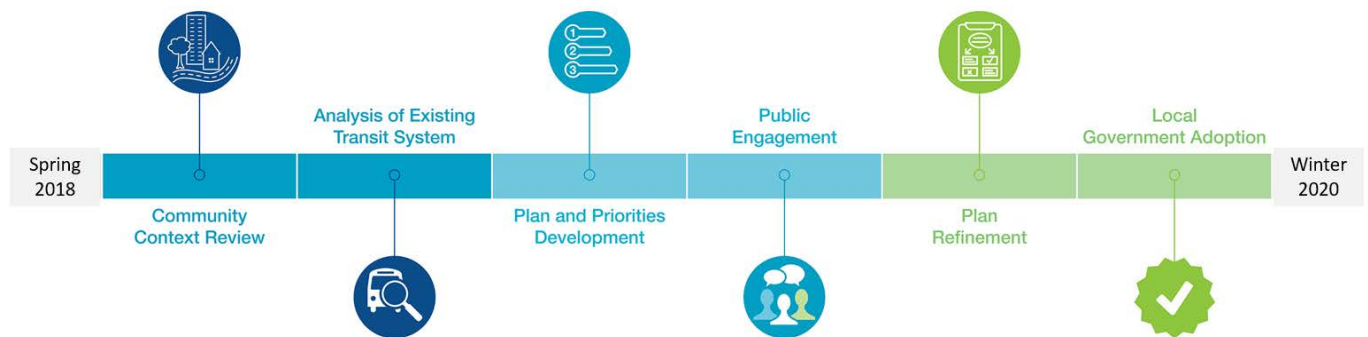


Figure 2: Timeline for the development of this Transit Future Service Plan

2.2 Population and Demographics

BC Transit has worked with staff at the Regional District of East Kootenay to develop this plan. It builds upon the Elk Valley Long-Range Plan (2011), considers land use patterns and demographic trends and incorporates public input.

The following efforts were carried out to inform the development of this plan:

- **Community Context Review:** Local planning documents and recent census data provided a high-level context of the areas changing demographic and land uses, including the Official Community Plans for the [District of Elkford](#), the [District of Sparwood](#) and the [City of Fernie](#).
- **Review of the Existing Transit System:** An evaluation of the existing transit system was carried out to identify the strengths and opportunities of current bus routes in the context of changing land use patterns and ridership demand.
- **Project Working Group:** The content, data collection and recommendations of this Transit Future Service Plan were developed in collaboration with a working group made up of staff from BC Transit, Regional District of East Kootenay and TOK Transit - the contracted operating company.

3 Community Context

The following context was developed through public engagement, stakeholder input, a survey of relevant data and reports, and close examination of the existing transit system and current plans in the Elk Valley. The following considerations provide critical opportunities and challenges to developing the Elk Valley Transit System.

3.1 Population and Demographics

The total population of Elk Valley increased by over 7 per cent between 2011 and 2016 to over 13,000. Elk Valley has a median age of 39, with only 13 per cent of its residents over the age of 65, which is lower than the Regional District average.

The Elk Valley Transit System provides service to the following municipalities:

- The **City of Fernie** is a resort municipality, and the regional centre of the Elk Valley, with a population of 5,249.
- The **District of Elkford** is the northernmost part of the Elk Valley with a population of 2,499.
- The **District of Sparwood** is the second largest community in the Valley, with a population of 3,784.

3.2 Employment and Education

Teck Resources is the major employer in the Elk Valley, operating several coalmines. Teck Resources operates shuttles to bring employees to the coalmines. The tourism industry is also prominent in the area, specifically in Fernie.

The College of the Rockies has a campus located in Fernie. The College of the Rockies continues to have increasing enrolment of international students, which is a market that can rely heavily on transit.

In addition to public schools in each community, the Fernie Academy is a private school that has students attending from across the valley for speciality programs.

3.3 Land Use and Planning

City of Fernie Official Community Plan Bylaw No. 2231, 2014

The City of Fernie's OCP provides a vision for its community based on the priorities of ensuring economic viability, enriching community life and protecting the environment. The following transit supportive policies are provided in Fernie's OCP:

- Request that BC Transit improve and expand existing bus service within Fernie and to neighbouring employment and residential centres (Policy 2-B.1)

- Work with BC Transit to ensure that bus schedules facilitate access between Fernie and neighbouring communities, including Cranbrook, for residents working in those communities and employees living in them (Policy 2-B.2)
- Ensure that major new public institutions and businesses are located in transit accessible locations that are also served by active transportation infrastructure (e.g., bike lanes, walking trails) (Policy 2-B.3)
- Reduce parking requirements according to the *Parking Management Plan 2012* recommendations to encourage better use of land resources and support a shift to more public transit and active transportation alternatives (Policy 2-B.4)
- Request that BC Transit pre-plan bus routes and develop road standards that will accommodate future bus route requirements for large scale developments (Policy 2-B.5)
- Work with BC Transit, RDEK, District of Sparwood, District of Elkford, and BC Parks to enhance bus service to recreation facilities and parks beyond City of Fernie boundaries (Policy 2-B.6)
- Review and revise the *Subdivision Servicing Bylaw* to ensure that potential transit network extensions, including new bus stops and bus pull-ins, are considered as a condition of development (Policy 2-B.7)

District of Elkford Official Community Plan Bylaw No. 710, 2010

The District of Elkford's OCP provides a vision for a community committed to sustainability and has priorities integrated with goals of climate change adaptation and mitigation. The following OCP policies support the development of transit and pedestrian-friendly development:

- Maintain the integrity of the District Growth Boundary in order to direct new development into the District Core and existing neighbourhoods. This can allow for development of clustered areas that are better served by alternative transportation modes (Objective 7.2.1 Policy 1)
- Facilitate transportation planning for the accessibility, safety and mobility of all residents (Objective 7.2.1 Policy 3)

District of Sparwood Official Community Plan Bylaw No. 1165, 2015

The District of Sparwood's OCP provides a vision for a community with diverse housing options, a diverse economy and a vibrant downtown. The following transit supportive policies are provided in Sparwood's OCP:

- Work with BC Transit, RDEK and other local governments in the area to meet the public transit needs of Elk Valley residents (Policy 9.7.1)
- Work with BC Transit to support and improve public transit (Policy 11.10.3)

3.4 Transportation

3.4.1 Health Connections

The Elk Valley is served by a twice-weekly Health Connections service, operated by the same company as the transit system. This service is funded entirely by Interior Health, and provides service between Elkford and Cranbrook. Priority on this transit service is given to those traveling to medical appointments.

3.4.2 Taxi Service

Kootenay Taxi is the only taxi company that provides service in the Elk Valley, is based in Fernie, and provides service within Fernie and Sparwood.

3.5 Transit Context

3.5.1 Conventional Transit

The Elk Valley Transit System was introduced as a basic transit service in 2008 to provide access to services for all the region's residents. The system currently consists of 3,020 annual service hours, three light duty buses and a single route that operates between 7 a.m. and 7 p.m. on weekdays. One vehicle operates the entire system, beginning the service day in Elkford. There are numerous variations to the route that are reflected in the schedule; these allow the driver to provide service within Sparwood as well as between the three principal communities of Elkford, Sparwood and Fernie. A map of the route and the schedule are included on the following pages.

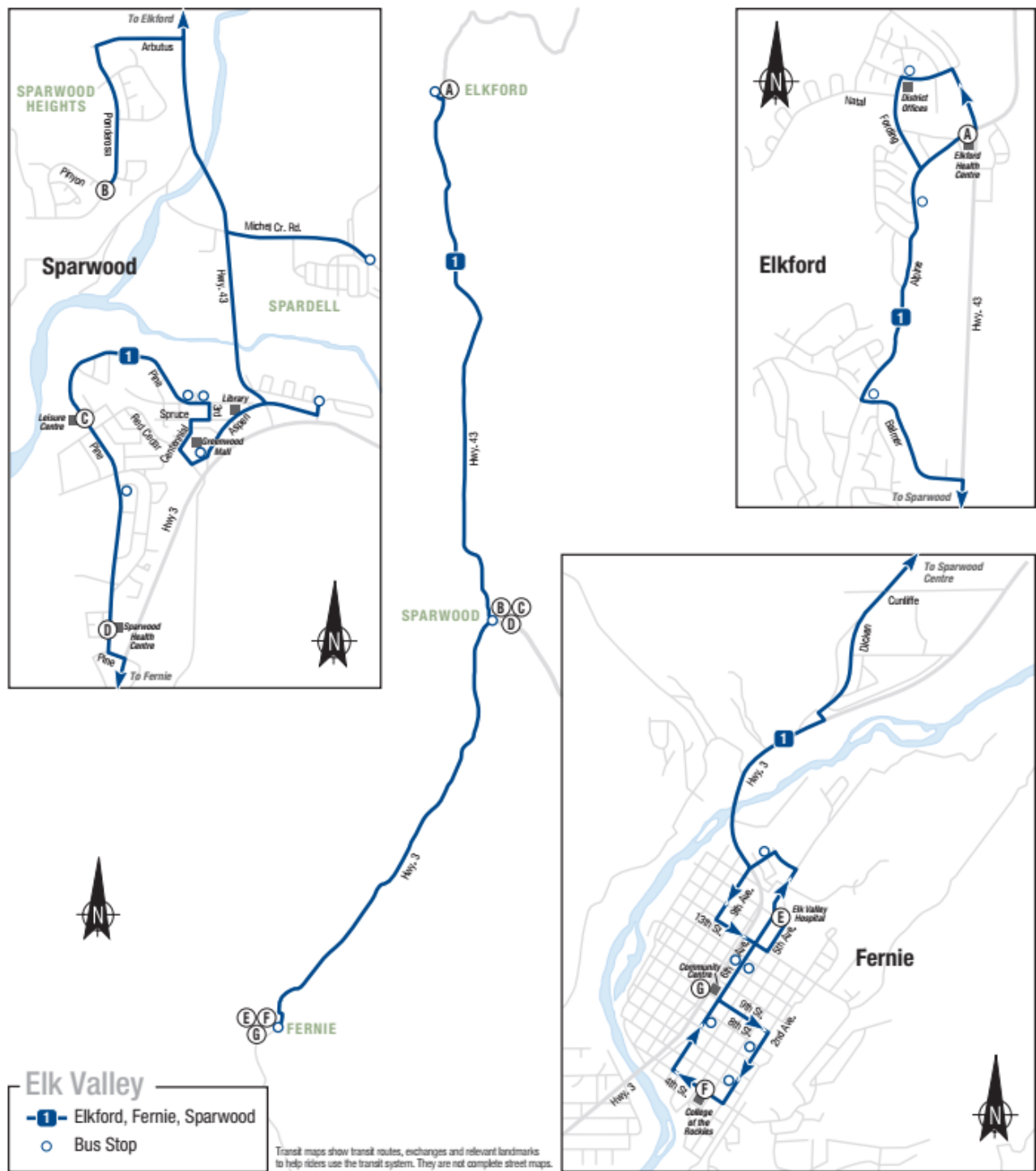


Figure 3: Elk Valley Transit System

1 Elkford, Fernie, Sparwood

Monday to Friday

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(E)	(D)	(C)	(B)	(A)
Lv. Elkford Health Centre	Sparwood Heights	Sparwood Leisure Centre	Sparwood Health Centre	Elk Valley Hospital	College of the Rockies	Fernie Community Centre	Elk Valley Hospital	Sparwood Health Centre	Sparwood Leisure Centre	Sparwood Heights	Ar. Elkford Health Centre
7:00	7:40	7:55	8:00	8:30	8:40	8:45	8:50	9:15	9:20	9:35	–
–	–	–	11:00	–	–	–	–	–	11:05	11:20	12:00
12:00	12:40	12:55	1:00	1:30	1:40	1:45	1:50	2:15	2:20	2:35	–
–	–	–	4:20	–	–	–	–	–	4:25	4:40	–
–	4:40	–	–	5:10	5:20	5:25	5:30	5:55	6:00	6:15	6:55

Figure 4: Elk Valley Transit System schedule

3.5.2 Ridership

Transit ridership has trended upward overall since 2009, peaking at 10,000 annual rides in 2017-18. This increase in ridership correlates to a period of population growth in the Elk Valley.

The financial investment has remained essentially constant over this time frame; the modest variation in service hours shown on the chart results from year to year differences in overtime wages and calendar schedules

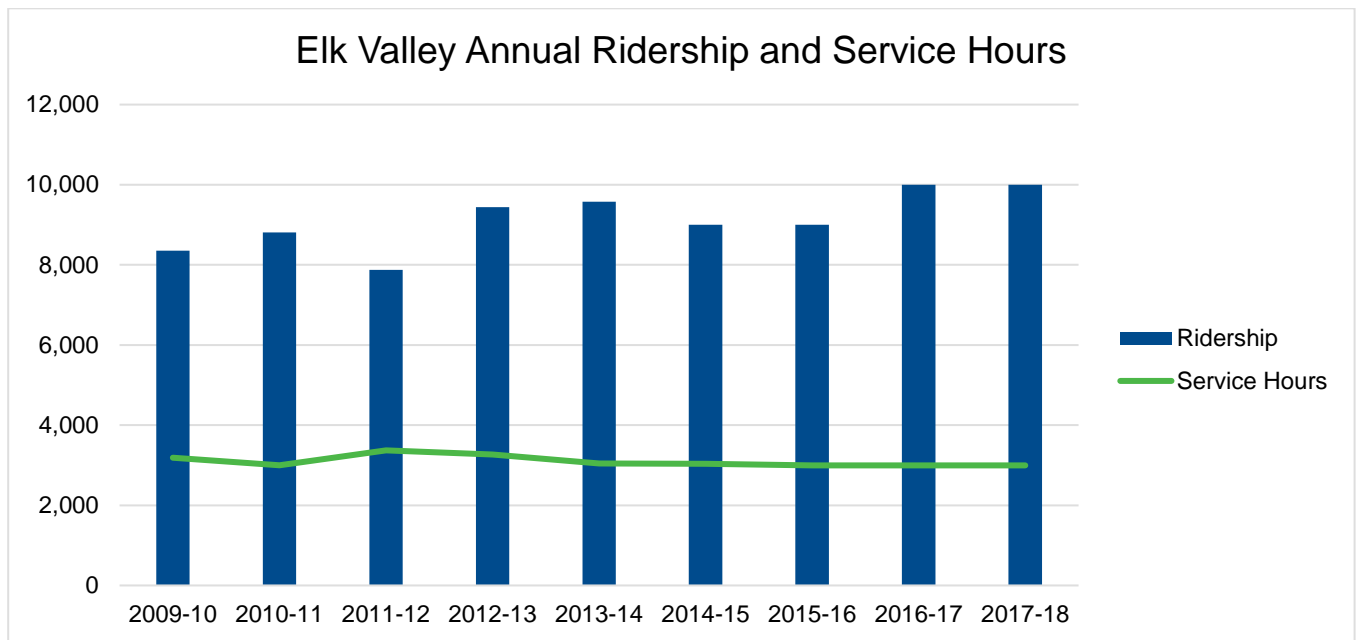


Figure 5: Elk Valley Annual Ridership and Service Hours

4 Proposed Transit Changes

This section discusses several possible scenarios for the future service design of transit in the Elk Valley. At this stage, these recommendations are high-level proposals that may entail further planning and analysis to determine specifics of routing, scheduling or stop placement. Resource requirements have been estimated for each option.

Proposed changes were developed in collaboration with the Regional District of East Kootenay and TOK Transit, and are based on results from engagement, detailed in section 4.2.

4.1 Service Design Options

4.1.1 Option 1: Increased service between Elkford and Cranbrook

Health Connections currently operates between Elkford and Cranbrook on Wednesdays and Fridays only. Additional service would be provided by BC Transit and the Regional District of East Kootenay to have service between Elkford and Cranbrook on all weekdays that does not require booking in advance¹.

**Current Health Connections Transit Service
between Elkford and Cranbrook**

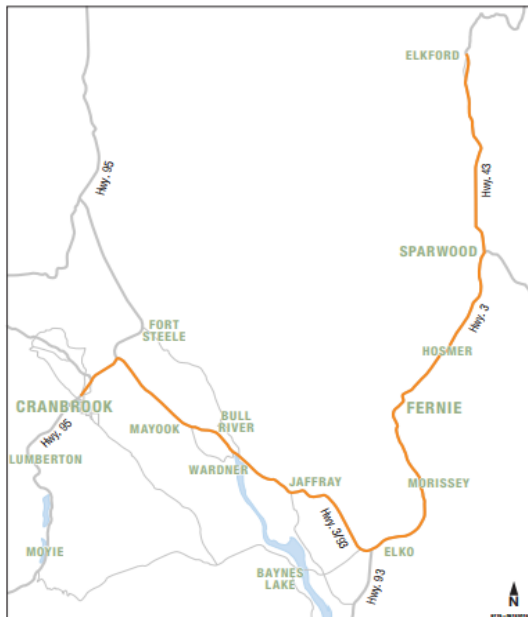


Figure 6: Elkford to Cranbrook Health Connections Service

¹ Note: expansion to this service would be cost-shared by the Regional District of East Kootenay and BC Transit, and would not be funded by Interior Health as a Health Connections service

Benefits:

- Would provide more opportunities to travel to Cranbrook

Considerations:

- Would not meet the needs of those commuting to and from work in Cranbrook

Resources Required:

- 1,300 annual service hours
- 1 expansion bus

4.1.2 Option 2: Elkford - Cranbrook Commuter Service

In addition to the two weekly Health Connections trips between Elkford and Cranbrook, this option would provide commuter service to and from Cranbrook from Monday – Friday. There would be a morning trip operating from Elkford to Cranbrook, and an afternoon trip operating from Cranbrook to Elkford.

Benefits:

- Would provide opportunities for commuters to take transit to work in Cranbrook

Considerations:

- Would only provide one trip in each direction, which may not meet all shift times

Resources Required:

- 1,300 annual service hours
- 1 expansion bus

4.1.3 Option 3: Introduce weekend service

Introduce service on Saturdays and Sundays on route 1 Elkford, Fernie, Sparwood.

Benefits:

- Would provide opportunities to take transit to work, recreational activities, etc. on weekends

Considerations:

- Would not provide additional weekday service

Resources Required:

- 1,300 annual service hours

4.1.4 Option 4: Increased service between Fernie and Sparwood

One additional round-trip between Fernie and Sparwood on weekdays.

Benefits:

- Would provide additional connections between Fernie and Sparwood

Considerations

- Would not provide any additional service to or from Elkford

Resources Required:

- 800 annual service hours
- 1 expansion bus

4.1.5 Option 5: Fernie Local Service Improvements

Extend Route 1 service in Fernie to the Mountain View area. This would provide service to Rocky Mountain Village.

Benefits:

- Would provide service to an area currently not serviced by transit

Considerations:

- Would not provide additional service to residents of Elkford or Sparwood.

Resources Required:

- 200 annual hours

Proposed Service to Mountain View Area

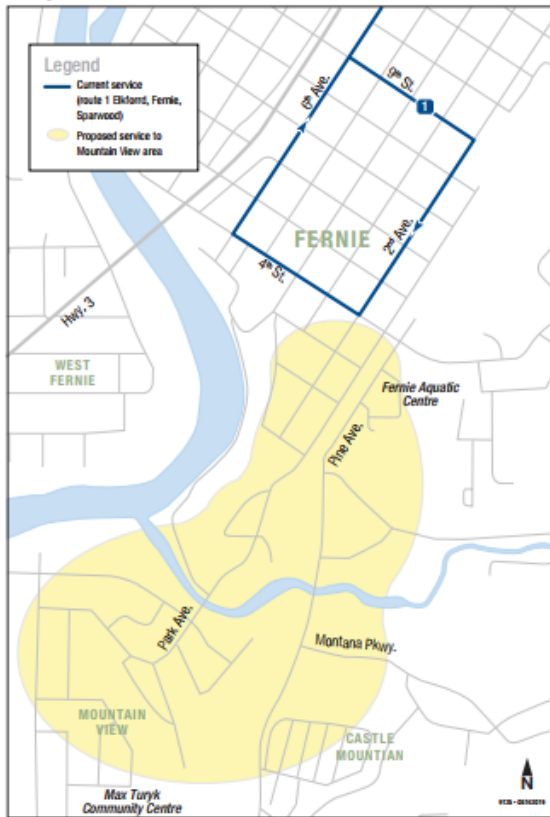


Figure 7: Proposed service to Mountain View Area

Proposed Service Improvement	Est. Service Hours	Expansion Buses
Option 1: Increased service between Elkford and Cranbrook	1,300	1
Option 2: Elkford – Cranbrook commuter service	1,300	1
Option 3: Introduce weekend service	1,300	1
Option 4: Increased service between Fernie and Sparwood	800	1
Option 5: Fernie local service improvements	200	0

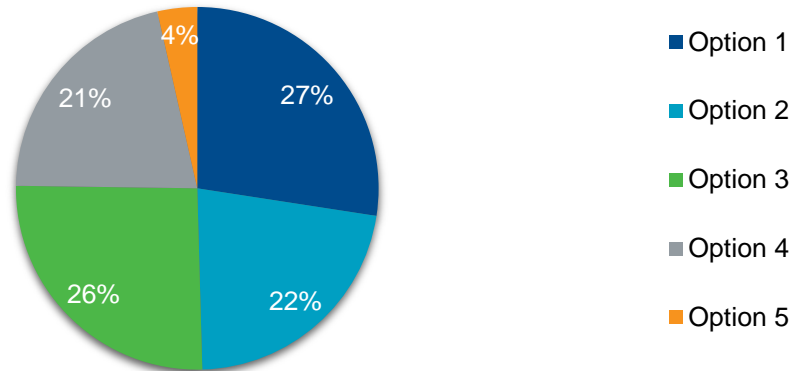
Table 1: Summary of Proposed Transit Changes and Resources Required

4.2 Public Engagement Results

Public engagement took place in form of an online survey summer of 2019 and presented the above options for future transit service improvements. A total of 148 respondents participated in the online survey. Results of the survey are detailed below.

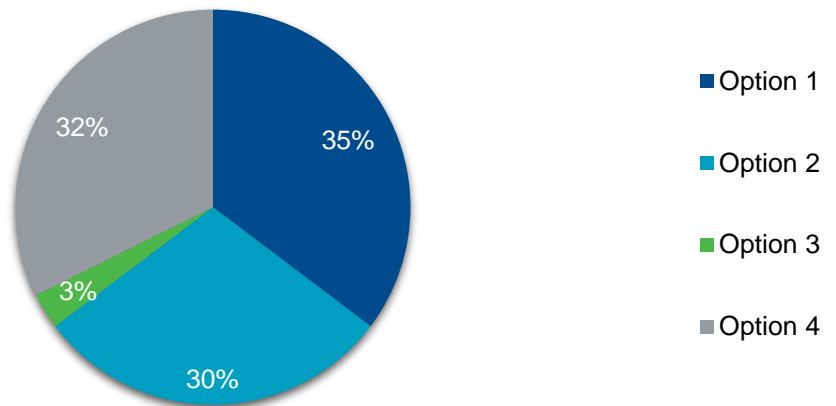
All respondents

Which service improvement option would be most beneficial to you?



Transit riders

Which service improvement option would be most beneficial to you?



4.3 Implementation Priorities

The following section details an implementation strategy over time for short to medium-term transit service improvements. The implementation plan prioritizes improvements in accordance with local government, stakeholder and public feedback.

4.3.1 Transit Service Priorities

Table 2: Implementation Priorities for Proposed Transit Changes

Implementation Priority	Service Hours Required	Buses Required
1: Increase service between Elkford and Cranbrook	1,300	1
2: Implement a commuter service between Elkford and Cranbrook	1,300	1
3: Increase service between Fernie and Sparwood	800	1
4: Introduce weekend service	1,300	1
5: Fernie local service improvements	200	0

4.3.2 Infrastructure Priorities

There are a limited number of bus stops in the Elk Valley Transit System. In the future, additional bus stop amenities such as shelters and benches should be considered for each community in the transit system.

4.4 Future Considerations

The following section details future considerations for the Elk Valley Transit System. These considerations were highlighted through the engagement process and through the Regional District of East Kootenay during the plan refinement phase.

4.4.1 Fernie Academy

A group of online survey respondents indicated an interest in an earlier afternoon trip time departing Fernie for students attending the Fernie Academy. This service would require an additional trip or major adjustment to the times of the current afternoon trips.

4.4.1 Sparwood/Elkford Commuter

A group of teachers who work in Elkford and Sparwood expressed a desire for commuter service from Fernie to Elkford. To service this market, additional trips would be required.

5 Recommendations

This plan outlines several service options for future transit service improvements. Service improvements will be integrated into the three year Transit Improvement Process (TIPs), which is updated on an annual basis. Prior to implementation of service changes, BC Transit staff will work with staff at the Regional District of East Kootenay to ensure service improvements appropriately reflect local needs. Additional targeted engagement may be conducted.

It is recommended that the Regional District of East Kootenay:

- Receive this report for information; and
- Prioritize increased service between Elkford and Cranbrook for any future expansion initiatives.



Elk Valley Transit Future Service Plan

Engagement Report

July 2019

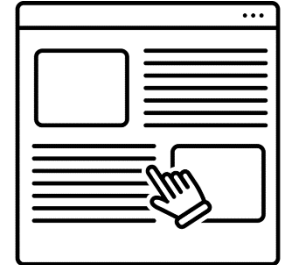
Regional District of East
Kootenay



1.0 Introduction

BC Transit and the Regional District of East Kootenay are developing a Transit Future Service Plan for the Elk Valley Transit System. The plan will outline priorities for transit service improvements in the area.

Public engagement took place in form of an online survey from June 4 to July 8, 2019. In total, 148 respondents participated in the survey.

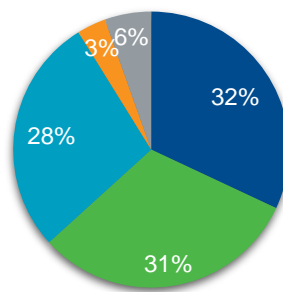


2.0 Findings

2.1 Demographics

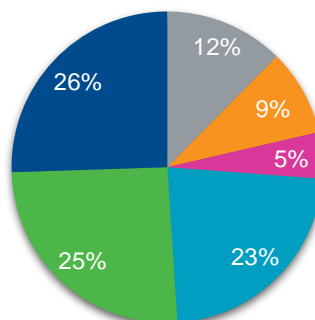
The online survey asked for detailed demographic information and travel patterns to help inform service design by building a picture of how residents use transit.

Where do you live?



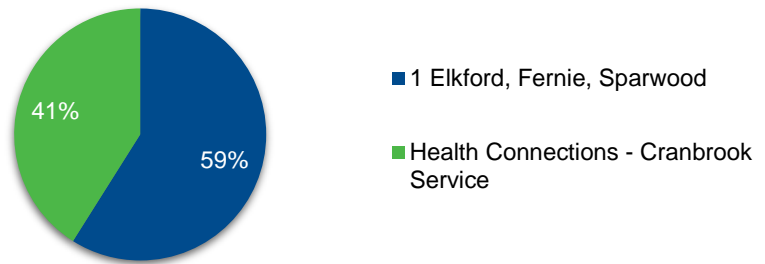
- Elkford
- Sparwood
- Fernie
- Hosmer
- Other

How often do you use transit?

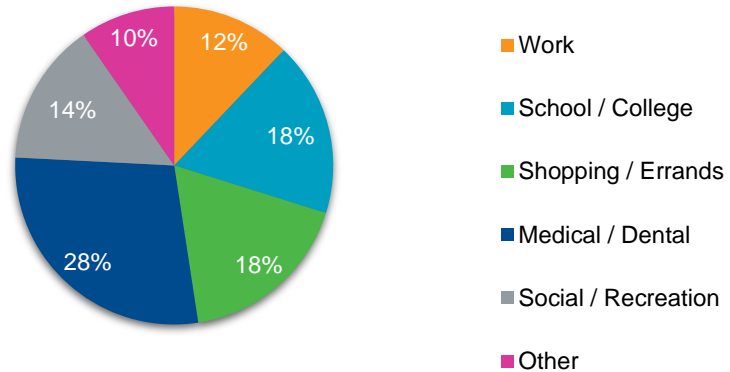


- 5 days per week
- 3-4 days per week
- 1-2 days per week
- A few times per month
- A few times per year
- Never

Which route(s) do you usually ride?



What is your primary trip purpose when taking the bus?

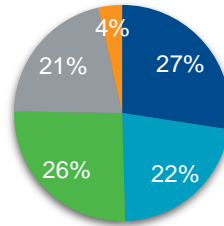


2.2 Service Improvement Options

The survey detailed five service improvement options, and participants were asked to choose which option would be most beneficial for them. Results were analyzed with all responses as well as responses only from transit riders.

All respondents

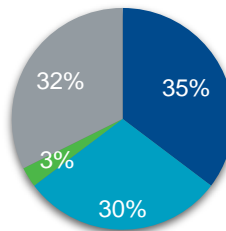
Which service improvement option is most beneficial to you?



- Option 1: Increased service between Elkford and Cranbrook
- Option 2: Elkford - Cranbrook Commuter Service
- Option 3: Introduce weekend service
- Option 4: Increased service between Fernie and Sparwood
- Option 5: Fernie local service improvements to the Mountain View area

Transit riders

Which service improvement option is most beneficial to you?



- Option 1: Increased service between Elkford and Cranbrook
- Option 2: Elkford - Cranbrook Commuter service
- Option 3: Introduce weekend service
- Option 4: Increased service between Fernie and Sparwood

2.3 Open-ended Feedback: Comments & Suggestions

The survey presented opportunities for respondents to provide open-ended comments and general feedback.

Key themes that emerged through these comments included:

- Additional trips, especially earlier and later
- More trips times to align with students attending the Fernie Academy
- Bus stop improvements and increasing awareness of transit

3.0 Next Steps

The responses for the engagement process have been tabulated and analyzed to support the future development of the Elk Valley Transit Future Service Plan. The next step in the process is to use this information to identify priorities for Elk Valley over the next five years.