

ATTACHMENT A

AGREEMENT FOR VANDALISM RELIEF GRANT PROGRAM

THIS AGREEMENT dated for reference the 22 day of NOV, 2022,

BETWEEN:

CITY OF NANAIMO

455 Wallace Street, Nanaimo, BC V9R 5J6

(the "City")

AND:

**GREATER NANAIMO CHAMBER OF COMMERCE,
Corp. No. 000423-5**

2133 Bowen Road, Nanaimo, BC V9S 1H8

(the "GNCC")

WHEREAS:

- A. On 2022-APR-25, City Council adopted the Downtown Nanaimo Community Safety Action Plan for the purpose of addressing the safety and security needs of businesses, neighborhoods, and visitors of the City (the "Safety Action Plan");
- B. The Safety Action Plan recommends facilitating an initiative to provide assistance and relief to storefront businesses in the City with the cost of work required to repair damage resulting from incidents of vandalism, break-in, or graffiti ("Vandalism Incident" or "Vandalism Incidents");
- C. Pursuant to the recommendation of the Safety Plan, the City wishes to engage with the GNCC by funding a grant program that assists eligible downtown storefront businesses or commercial properties, located in the area defined in Schedule "A" to this Agreement (the "Program Area"), with the costs required to repair damages to windows, doors, and locks arising from Vandalism Incidents (the "Vandalism Relief Grant Program");
- D. The GNCC wishes to be responsible for the administration of the Vandalism Relief Grant Program; and
- E. The City wishes to provide the GNCC with funding to administer the Vandalism Relief Grant Program throughout the Term, defined below, on the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GNCC and the City covenant and agree as follows:

1.0 Vandalism Relief Grant Program

- 1.1 The GNCC shall administer the Vandalism Relief Grant Program on behalf of the City by doing the following:
- (a) Receiving and reviewing grant applications from businesses in the Program Area, to ensure that applications contain all the information set out in Schedule "B" to this Agreement;
 - (b) Evaluating grant applications based on the eligibility criteria set out in Schedule "C" to this Agreement;
 - (c) Awarding each eligible grant applicant with one (1) grant of a maximum of \$1,000 in financial relief to repair damage per Vandalism Incident (the "Grant" or "Grants"), on a first come-first serve basis, based on availability of funds; and,
- 1.2 Subject to the terms and conditions of this Agreement, the City shall provide funding to the GNCC for administering the Vandalism Relief Grant Program, which fundings shall include the Grants, as set out in Section 3.0 of this Agreement (the "Program Funding").
- 1.3 The GNCC covenants and agrees that the GNCC shall use the Program Funding solely for the purpose of and in connection with administering the Vandalism Relief Grant Program, and for no other purpose.

2.0 Term

- 2.1 This Agreement shall be for a term of five (5) years (the "Term"), commencing on the signing of the agreement (the "Commencement Date") and terminating on 31 day of December, 2026 (the "Term"), or shall terminate on such earlier date as set out in this Agreement.

3.0 Program Funding

- 3.1 The City shall provide to the GNCC funding in the all-inclusive amount of one hundred and seventy thousand dollars (\$170,000) over the Term of this Agreement (the "Grant Funding"), to be disbursed as set out in this section, for the Grants.
- 3.2 The Grant Funding shall be paid by the City to the GNCC in annual installments as follows:
- (a) \$25,0000 to be paid by the City to the GNCC on October 25, 2022, with an additional amount of up to \$25,000 available upon the request of the GNCC for the remainder of 2022;
 - (b) \$15,000 to be paid by the City to GNCC on January 1, 2023, with an additional amount of up to \$15,000 available upon the request of the GNCC for the remainder of 2023;

- (c) \$15,000 to be paid by the City to GNCC on January 1, 2024, with an additional amount of up to \$15,000 available upon the request of the GNCC for the remainder of 2024;
 - (d) \$15,000 to be paid by the City to GNCC on January 1, 2025, with an additional amount of up to \$15,000 available upon the request of the GNCC for the remainder of 2025;
 - (e) \$15,000 to be paid by the City to GNCC on January 1, 2026, with an additional amount of up to \$15,000 available upon the request of the GNCC for the remainder of 2026;
- 3.3 The GNCC shall return to the City any unused amount of each annual installment of the Grant Funding by December 31 of each year.
- 3.4 The GNCC will retain an administration fee of fifteen (15) percent of the total value of grant funding administered annually.

4.0 Program Reporting

- 4.1 The GNCC shall maintain complete, up to date and records and accounts with respect to its use of the Grant Funding, including copies of invoices, vouchers and payment receipts, and shall make such records and accounts available for inspection and copying by the City upon request. The GNCC's obligations under this section shall survive for a period of 2 years following the end of the Term or any earlier termination of this Agreement.
- 4.2 The GNCC shall provide an annual report to the City, in a form specified by the City in its sole discretion, with an overview of the Vandalism Relief Grant Program, including its usage of the Program Funding by awarding of the Grants, by December 31 of each year.

5.0 Renewal

- 5.1 This Agreement may be renewed at the sole discretion of the City.
- 5.2 The City shall review the Program Funding at the end of the Term and may revise the amount of the Program Funding if the Agreement is renewed.

6.0 Amendment

- 6.1 This Agreement may be subject to amendment from time to time by agreement of both parties in writing.

7.0 City's Powers

- 7.1 Nothing in this Agreement is construed as limiting the City's ability to exercise its rights, powers, duties or obligations in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced, or as limiting or fettering the City's ability to exercise its discretion pursuant to any bylaw, agreement, or legislation.

8.0 Indemnity and Release

- 8.1 The GNCC shall indemnify and save harmless the City and its officers, directors, employees, agents, successors and assigns (the "Indemnified Parties"), from and against all claims, actions, losses, expenses, fines and damages of every nature and kind that the Indemnified Parties may suffer or incur arising from or in connection with any breach of any of the GNCC's obligations under this Agreement, and from any willful or negligent act or omission on the part of the GNCC or any of its officers, directors, employees, contractors or agents, in connection with this Agreement or the Vandalism Relief Grant Program.
- 8.2 The GNCC shall release the City from any and all liability and claims for injury (including death), loss, damage, expense or fees of any kind that the DNCC or any other person may suffer as a result of or in connection with the Vandalism Relief Program.

9.0 Termination

- 9.1 If the GNCC defaults in performing or observing any other of its covenants or obligations under this Agreement and such default continues for a period of ten (10) days or other period specified by the City that is reasonably required to remedy such default after written notice is provided to the GNCC, then the City may immediately or at any time thereafter terminate this Agreement.
- 9.2 Notwithstanding the previous section 9.1 of this Agreement, the City may terminate this Agreement for any reason, upon 30 days' notice, in writing, to the GNCC.
- 9.3 Should this Agreement be terminated by the City or the GNCC for any reason, the GNCC shall refund to the City that portion of the Grant Funding which corresponds to the residual portion of the year.

10.0 Compliance with Laws

- 10.1 The GNCC shall carry out the Vandalism Relief Program in compliance with all applicable federal, provincial and municipal laws, by-laws, policies, guidelines, rules and regulations.

11.0 Notice

11.1 Any notice, document or communication required to advance this Agreement will be in writing and delivered by email, mail or by facsimile to the other party as follows:

To the GNCC:

Kim Smythe
2133 Bowen Road
Nanaimo, BC, V9S 1H8
ceo@nanaimochamber.bc.ca

To the City:

Dave LaBerge
455 Wallace Street
Nanaimo, BC, V9R 5J6
Fax No. (250) 755-4436
dave.laberge@nanaimo.ca

11.2 Any notice, request, direction or other communication given by one party shall be deemed to have been received by the other party:

- (a) if personally delivered, on the day it was delivered;
- (b) if sent by registered mail, on the third day after it was mailed;
- (c) if sent by fax, if sent before the end of the business day, on the day that receipt of such fax was delivered.

12.0 Severance

12.1 If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

13.0 Freedom of Information

13.1 The parties to this Agreement acknowledge that the City is subject to the *Freedom of Information and Protection of Privacy Act* (FOIPPA), and the City may be legally obligated to disclose to a person parts, or all, of this Agreement and documents legally connected to this Agreement, and the authority of the City to refuse to disclose a record containing third party confidential information is limited as set out in the FOIPPA.

14.0 No Transfer or Assignment

14.1 The GNCC shall not be entitled to transfer or assign this Agreement, in whole or in part, without the written consent of the City.

15.0 Interpretation

15.1 In this Agreement:

- (a) reference to the singular includes a reference to the plural and vice versa, unless the context requires otherwise;
- (b) a particular numbered section or lettered Schedule is a reference to the correspondingly numbered section or lettered Schedule of this Agreement;
- (c) section headings are inserted for ease of reference and are not to be used in interpreting this Agreement;
- (d) time is of the essence; and
- (e) a party is a reference to a party to this Agreement and is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, elected and appointed officials, officers, directors, licensees and invitees of such party where the context so requires and allows.

16.0 Executed in Counterparts

16.1 This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same Agreement.

17.0 Waiver

17.1 Failure by either party to exercise any of its rights, powers or remedies shall not constitute a waiver of those rights, powers or remedies.

18.0 Governing Law

18.1 This Agreement will be construed according to the laws of the Province of British Columbia.

19.0 Entire Agreement

19.1 The provisions in this Agreement constitute the entire Agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the dates written below.

DATED the 17th day of November, 2022.

Executed on behalf of **CITY OF NANAIMO** by its authorized signatory:



LAURA MERCER
DIRECTOR, FINANCE

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DATED the 22 day of NOV, 2022.

Executed on behalf of **GREATER NANAIMO CHAMBER OF COMMERCE** by its authorized signatory(ies):

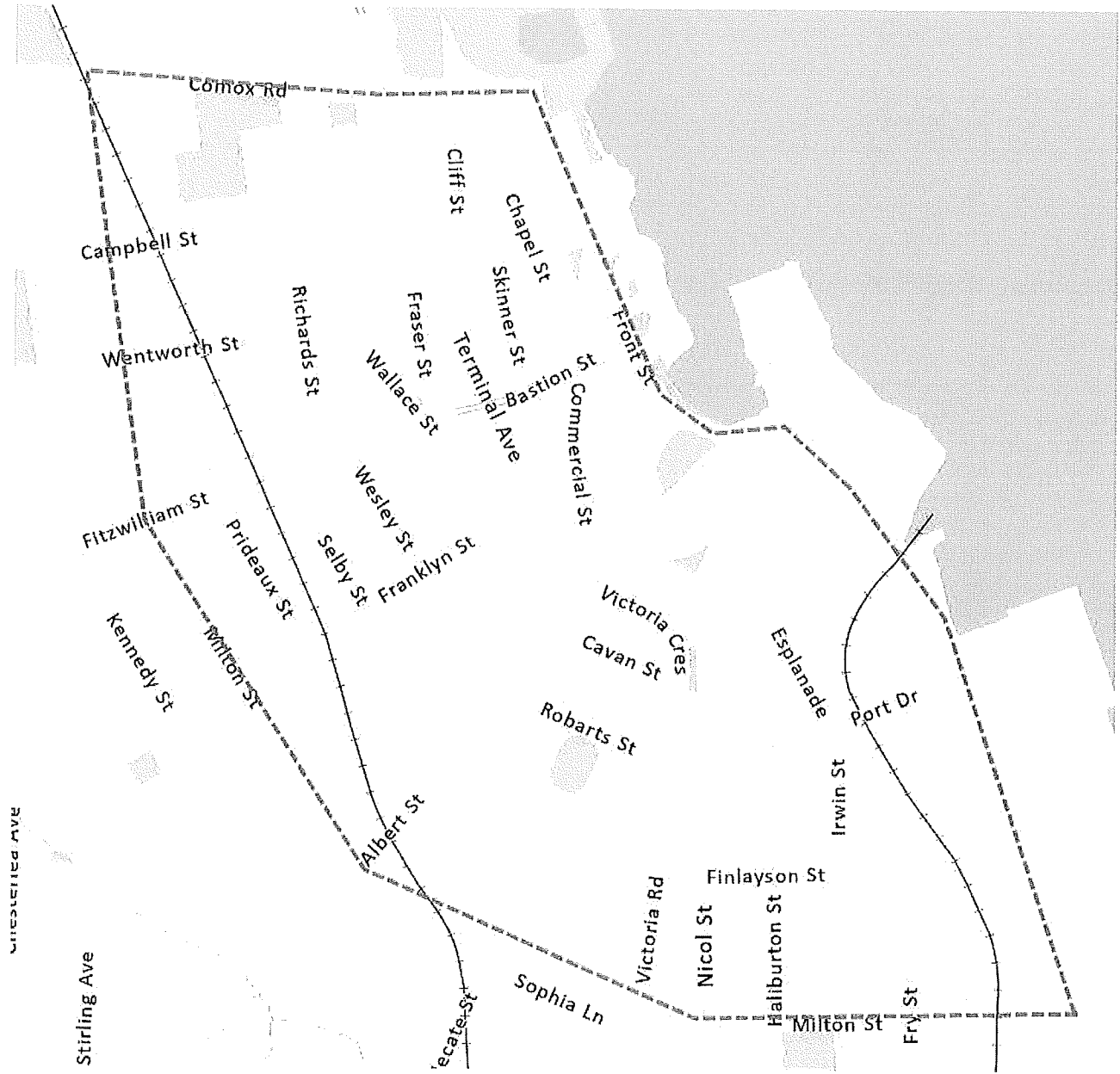
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Schedule "A" – Program Area



Schedule “B” – Eligibility Criteria

Program Eligibility

1. The GNCC shall consider the following eligibility criteria when administering the Vandalism Relief Grant:
 - (a) Applicant businesses (the “Applicants”) must be storefront businesses or commercial properties located in the Program Area;
 - (b) Applicants must have a current business license and be in good standing with the City; and,
 - (c) Applicants must have sustained property damage as a result of a Vandalism Incident that occurred on or after the commencement of this Agreement;
2. The Vandalism Relief Grant Program shall not cover expenses that are covered by the Applicant’s insurance.
3. In cases of multiple Vandalism Incidents, the GNCC shall accept a maximum of two claims from each Applicant, occurring on different dates, within a calendar year.

Schedule "C" – Application Requirements

1. The GNCC shall require all Applicants to submit an application for the Grant to the GNCC in writing, which application must include the following information:

- a. Name of business;
- b. Business license number;
- c. Physical address;
- d. Contact information of business representative;
- e. Date and time of Vandalism Incident;
- f. Acceptable proof of damage and expenses, in one or more of the following forms:
 - i) Receipts for repairs of damage;
 - ii) Photographs of damage; or
 - iii) Police file number, where applicable.
- g. Confirmation of any expense to be recovered through the Applicant's insurance.