
CITY OF KELOWNA

MEMORANDUM

DATE: March 10, 2006
FILE NO: 4940-20
TO: City Manager
FROM: Development Manager, Recreation Parks and Cultural Services
SUBJECT: KickStart Kelowna Budget Amendment

RECOMMENDATION:

THAT Council approve the receipt of \$149,950 from the Interior Health Authority for activities related to the *KickStart Kelowna* program;

AND THAT these funds be used in accordance with the Host Agency agreement between the City of Kelowna and the Interior Health Authority as attached to the report for the Development Manager, Recreation Parks and Cultural Services dated March 10, 2006;

AND THAT the 2006 Financial Plan be amended to reflect these funds and expenditures.

DISCUSSION:

The Interior Health Authority and *KickStart Kelowna* have developed a partnership to deliver a Community Action for Health initiative. The premise is that the City of Kelowna will become the Host Agency to receive funds from IHA, provide leadership, human resources, and administration support in order to administer an Action Fund, as well as support the development of networks such as the *KickStart Kelowna Network*, and the *Okanagan Healthy Living Alliance*.

The Action Fund will provide grants to a number of community agencies in support of healthy active living initiatives that address the ActNow BC targets of increasing physical activity, healthy eating and healthy weights. The Community Action for Health initiative is scheduled to run for one year from April 1, 2006 to March 31, 2007. A Steering Committee involving community agencies related to healthy active living will be established to assist in the delivery of grants and services.

JWR Oddleifson
Development Manager, Recreation Parks and Cultural Services

P/C Director of Recreation parks and Cultural Services
Financial Planning Manager
Attachment



Interior Health

HOST AGENCY CONTRACT

THIS AGREEMENT MADE THIS 10th Day of **March**, 2006

BETWEEN:

City of Kelowna – Recreation, Parks and Cultural Services

of the City of **Kelowna**

in the Province of British Columbia

with an address of:

**Parkinson Recreation Centre
1800 Parkinson Way
Kelowna, BC V1Y 4P9**

"Host Agency"

AND:

Interior Health Authority having its administrative offices at

#220 – 1815 Kirschner Road in the City of Kelowna

in the Province of British Columbia V1Y 4N7

"Interior Health"

WHEREAS:

A. Interior Health requires the Host Agency's services as set out herein; and

Revised 3/15/2006 8:41:00 AM

- B. The Host Agency is an independent business entity and has required that the engagement be on an independent contractor (contract for service) basis;

IN CONSIDERATION of the premises and mutual covenants and agreements hereinafter contained and of other good and valuable consideration (the receipt and sufficiency of which is respectively by the parties acknowledged), the parties hereby agree as follows:

ENGAGEMENT

- 1.1 The Host Agency is an independent contractor and supplies all of the services hereunder as an independent contractor;
- 1.2 Reporting to Manager – Population Health, and working closely with Manager – Practice Support, the Host Agency will provide twelve (12) months of service as a “Host Agency” to the Population Health Planning and Support Unit beginning April 1, 2006. The responsibilities include, but are not limited to:
 - 1.2.1 As the Host Agency, the City of Kelowna will provide infrastructure support to the **Community Action for Health** initiative in the Central Okanagan (from Peachland in the south to Lake Country in the north). The infrastructure will include support to the “Steering Committee”, holding the contract for the “Local Community Developer” and administering the “Action Fund - Grant Program” from April 1 2006 to March 31 2007. The activities include:
 - be one of the 5-7 members of the Steering Committee
 - provide space for Steering Committee meetings
 - organize Steering Committee meetings and conference calls as requested by the Steering Committee
 - provide work space and supports as needed for the Local Community Developer
 - support the Steering Committee’s development of the Community Developer work plan based on direction from the Steering Committee
 - accept and process grant applications for the Action Fund on behalf of the Steering Committee
 - provide budget oversight and reporting to Interior Health (quarterly)

1.2.2 The Steering Committee will set the direction for implementing the Action Fund in the region. After it has been established the Steering Committee (or sub-committees) will be responsible for:

- finalizing the job description for the Local Community Developer and participating in the hiring process
- supporting the development of the work plan
- setting the grant criteria for the Action Fund, within the general criteria provided by Interior Health
- developing and distributing the grant application form (draft provided by Interior Health)
- reviewing and approving grant applications
- providing direction and support to the Local Community Developer through the Host Agency

1.2.3 Interior Health will provide support to the Host Agency through the provision of funding and human resources. These will include:

- funding for each component of the Action Fund program including: grants, Local Community Developer wages and travel, and meeting and travel expenses for the Steering Committee and network development
- administrative support (10% of total funds)
- consulting support from Interior Health staff including the Leader – Community Development and the Manager – Practice Support

TERM AND REMUNERATION AND EXPENSES

- 2.1 The Host Agency agrees to provide services in accordance with the provision of this Contract during the term of twelve months commencing on April 1 2006 and ending March 31 2007.
- 2.2 During the term of this Contract, Interior Health will pay and provide to the Host Agency remuneration for carrying out his/her duties and responsibilities, as follows:

- 2.2.1 On a quarterly basis and in advance of the expenses being incurred, Interior Health will pay to the Host Agency \$13,050 dollars as per the pre-approved expenses in Attachment B.
- 2.2.2 Upon signing this Contract, the Manager – Population Health will initiate a Purchase Order and will advise the Host Agency of the Purchase Order number once known.
- 2.2.3 Upon signing this Contract, Interior Health will provide a lump-sum payment of \$110,800 equal to the budgeted amount for the “Action Fund - Grant Program” and the first quarter expenses as per Attachment B.
- 2.2.4 On a quarterly basis the Host Agency will submit an invoice for the following quarterly period to the Manager – Practice Support:

**Summerland Health Centre
Population Health Planning and Support
Box 869
Summerland, BC V0H 1Z0**

for payment based on Section 2.2.1, above. The invoice must note the Purchase Order number and the Host Agency's name and address. Terms are net 30 days from the invoice date.

- 2.3 Unless otherwise specified in this Contract, all references to money are in Canadian dollars.
- 2.4 The Term of the Contract will be one (1) year from date of commencement.

- 2.5 The Host Agency is responsible for all expenses incurred, in fulfilling the terms of engagement, save those expenses specifically agreed by Interior Health in advance.

EXTENSION OF CONTRACT

- 3.1 Continuation of this Contract beyond one (1) year will be by mutual agreement.

PROPRIETARY INFORMATION

- 4.1 It is mutually agreed that the information associated with the work described herein is and will remain the sole property of Interior Health.
- 4.2 The copyright in the Material belongs exclusively to Interior Health. Upon Interior Health's request, you must deliver to Interior Health documents satisfactory to Interior Health waiving in Interior Health's favour any moral rights, which the Host Agency or the Host Agency's employees or subcontractors may have in the Material and confirming the vesting of the copyright in Interior Health.
- 4.3 The Host Agency agrees to release to Interior Health any and all information associated with this work upon request.
- 4.4 The Host Agency agrees to maintain confidentiality as described in Attachment A.

GENERAL PROVISIONS

- 5.1 All notices which may or are required to be given pursuant to this Contract shall be in writing and shall be served properly if personally delivered or mailed by registered mail, postage prepaid, addressed as follows:
- 5.1.1 to Interior Health c/o name and mailing address of signing party.
- 5.1.2 to the Host Agency, at his/her address as provided to Interior Health.
- 5.2 The provisions of this Contract shall be construed and interpreted in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof, and each of the parties hereto irrevocably submits to the jurisdiction of the courts of such Province.

- 5.3 The headings of the Articles of this Contract are inserted for the purposes of convenience for reference only and shall not affect the construction or meaning of any provision of this Contract.
- 5.4 If any covenant or provision herein is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision or the remaining part or parts thereof.
- 5.5 This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

TERMINATION OF THE CONTRACT

- 6.1 If either party shall be in default under or shall fail to comply with the terms, conditions and obligations of this Contract then the non-defaulting party shall have the right to terminate this Contract immediately by written notice to that effect.
- 6.2 In addition to termination for breach as specified in Section 6.1, either party may terminate this Contract upon thirty [30] days written notice to the other party.

HEALTH & SAFETY OBLIGATIONS

- 7.1 The Host Agency will as a condition precedent of performance of this Contract deliver to Interior Health an original and current certification from the Workers Compensation Board (WCB) certifying that:
 - 7.1.1 The Host Agency is registered and in good standing to date with the WCB.
 - 7.1.2 Interior Health will not have any current or future liability to the WCB as a result of this Contract and the Host Agency will indemnify Interior Health if such liability arises.

- 7.1.3 Interior Health shall provide to the Host Agency all information which is necessary for the Host Agency to identify and eliminate or control hazards to the health and safety of persons at the workplace.

Please provide us with your WCB Registration #: _____

INDEMNIFICATION

- 8.1 The Host Agency indemnifies and saves harmless Interior Health and its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by Interior Health at any time or times (whether before or after the expiration or sooner termination of this Contract), including any claim of infringement of third-party intellectual property rights where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Host Agency in connection with this Contract excepting always liability arising out of the acts or omissions of Interior Health, our employees and agents.

INSURANCE

- 9.1 The Host Agency, without limiting its obligation or liabilities and at its own expense, will provide and maintain throughout the Contract term, the following insurances with insurers licensed in British Columbia in forms acceptable to Interior Health. All required insurance will include Interior Health as an additional insured and be endorsed to provide Interior Health with 30 days advance written notice of cancellation or material change. The insurance shall be primary and not require the sharing of any loss by any insurer of Interior Health. The Host Agency will provide Interior Health with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Contract. See Attachment C – BC Certificate of Insurance.

- 9.9.1 **Automobile Liability** on all vehicles owned, operated or licensed in the name of the Host Agency, in an amount not less than **\$2,000,000**.
- 9.9.2 **Comprehensive/Commercial General Liability** in an amount not less than **\$2,000,000** inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. Interior Health is to be added as an additional insured and the policy shall contain a cross liability clause. Such insurance shall include, but not be limited to:
- Products and Completed Operations Liability;
 - Owner's and Proponent's Protective Liability;
 - Blanket Written Contractual Liability;
 - Contingent Employer's Liability;
 - Personal Injury Liability;
 - Non-Owned Automobile Liability;
 - Employees as Additional Insured;
 - Broad Form Property Damage; and
- 9.9.3 If applicable, Tenants Legal Liability in an amount adequate to cover a loss to premises of Interior Health occupied by the Proponent.

PERMITS AND LICENCES

- 10.1 The Host Agency(s), their employees, agents and vehicles shall have and maintain valid permits and licenses as required by law for the execution of services related to this Contract.
- 10.2 The Host Agency will be required to conform to all Federal, Provincial, and City Acts and Regulations that may apply to the operation of this Contract. The Host Agency is required to obtain and pay for all necessary permits, licenses, and inspection fees.

OTHER

- 11.1 The Host Agency must not provide any services to another person who, in Interior Health's reasonable opinion, could give rise to a conflict of interest between the Host Agency's duties to that person and the Host Agency's duties to Interior Health under this Contract.

SIGNED by:

<p>For and on behalf of Interior Health Authority:</p> <p>Print Name: David Loukras</p> <p>Print Title: Director of Materiel Service</p> <p>Signature:</p>	<p>Date:</p>
<p>Witness</p> <p>Print Name: James Kinakin</p> <p>Signature:</p>	<p>Date:</p>
<p>Host Agency</p> <p>Print Name:</p> <p>Signature:</p>	<p>Date:</p>

ATTACHMENT A

INTERIOR HEALTH AUTHORITY POLICY ON CONFIDENTIALITY

Confidentiality is the legal, moral and/or professional duty of all Interior Health Authority personnel and associates. All information generated within Interior Health is private in the sense that it is for the sole purpose of providing patient, resident and client care and for the carrying on of the business of Interior Health. For such information to be deemed confidential it conforms in some way to the principles laid out in the definition of confidentiality.

Confidentiality:

Containing information whose unauthorized disclosures could be prejudicial to the interests of Interior Health, and/or its facilities or programs, and/or individuals in or associated with Interior Health- such information is protected under the Freedom of Information and Protection of Privacy Act and Section 52 of the Evidence Act.

CONFIDENTIALITY ACKNOWLEDGMENT

I acknowledge that I have read and understand the policy of Interior Health on confidentiality as described above. I understand and agree that in the performance of my responsibilities and duties as a Host Agency, all individual patient, resident, client, their family, personnel or in-camera organizational information to which I may have access or learn from is confidential. I will not communicate or divulge this information in any manner; neither will I alter, copy nor interfere with such information except upon authorization and in accordance with established policy. I understand that compliance with confidentiality is a condition of my engagement as a Host Agency and that failure to comply may result in termination of such engagement in addition to legal action by Interior Health and/or others.

Witnessed the _____ day of _____, 2006.

Host Agency Name

Signature

Witness's Name

Signature

ATTACHMENT B

PRE-APPROVED EXPENSES

NAME OF CONTRACTOR: **CITY OF KELOWNA – RECREATION, PARKS AND CULTURAL SERVICES**

CONTRACT MANAGER **REID ODDLEIFSON**

PHONE: **(250) 469-8821**

FAX: **(250) 862-3326**

ITEM	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER	TOTAL
Grants	\$97,750	---	---	---	\$97,750
(Action Fund – Grant Program)					
Community Developer	\$8,800	\$8,800	\$8,800	\$8,800	\$35,200
(Wages and Travel)					
Network Development	\$750	\$750	\$750	\$750	\$3,000
(Meeting expenses & travel)					
Administration (10%)	\$3,500	\$3,500	\$3,500	\$3,500	\$14,000
TOTAL	\$110,800	\$13,050	\$13,050	\$13,050	\$149,950



ATTACHMENT C

Health Care Protection Program

CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act. The personal information requested on this form is collected under the authority of and used for the purposes of contract review.

To be completed by Agent or Broker

CERTIFICATE IS ISSUED TO:					
CONTRACTOR NAME					
CONTRACTOR ADDRESS					
<i>And certifies that policies of insurance as herein described have been issued to the insured(s) named below and are in full force and effect as of the effective date of the agreement.</i>					
INSURED	NAME				
	ADDRESS				
OPERATIONS INSURED	PROVIDE DETAILS				
TYPE OF INSURANCE	COMPANY NAME AND POLICY NO.	EXPIRY DATE Y M D			LIMIT OF LIABILITY/AMOUNT
COMPRHENSIVE/ COMMERCIAL GENERAL LIABILITY					INCLUSIVE LIMITS \$ _____
AUTOMOBILE LIABILITY (OWNED OR LEASED VEHICLES)					PRIMARY \$ _____ EXCESS \$ _____
UMBRELLA LIABILITY					LIMITS \$ _____ EXCESS OF \$ _____
PROFESSIONAL LIABILITY					LIMITS \$ _____
PROPERTY					DETAILS \$ _____ \$ _____
OTHER					DETAILS \$ _____ \$ _____
<small>These policies comply with the insurance requirements of the governing contract, permit or licence with the Health Authority or other stand alone entity. It is understood and agreed that where required by the governing contract/permit or license, the Health Authority or other stand alone entity has been added as an additional insured and that thirty (30) days' notice of any material change or cancellation of any of the policies listed herein, either in part or in whole will be given by the insurers to the holder of this certificate.</small>					
SIGNED BY THE CONTRACTOR/PERMITTEE/LICENSEE					DATE SIGNED
					Y M D
SIGNED ON BEHALF OF THE CONTRACTOR'S/PERMITTEE'S/LICENSEE'S INSURERS					DATE SIGNED

	Y	M	D
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