

**CITY OF WILLIAMS LAKE
AND
SCOUT ISLAND NATURE CENTRE**

FEE FOR SERVICE AGREEMENT

THIS AGREEMENT made as at the _____ day of _____, 2016

BETWEEN:

CITY OF WILLIAMS LAKE

450 Mart Street
Williams Lake, BC V2G 1N3

(hereinafter called the "City")

AND:

SCOUT ISLAND NATURE CENTRE

1305A Borland Road
Williams Lake, BC V2G 5K5

(hereinafter called the "Centre")

WHEREAS the Cariboo Regional District (CRD), in partnership with the City of Williams Lake (the "City"), established the Central Cariboo Recreation and Leisure Services function through Bylaw No. 4226 (2007) to support recreation and leisure services, which may include but is not limited to the swimming pool complex, twin ice arena facility, recreation and cultural programming, trail development and maintenance and sports fields, facility development and maintenance across the central Cariboo area;

WHEREAS the trail system at Scout Island provides an important family recreation activity in the central Cariboo; and

WHEREAS the City / CRD has deemed it appropriate and consistent with the purpose of the Central Cariboo Recreation and Leisure Services function to financially contribute to the operation and maintenance of this trail system.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants hereinafter contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

TERM:

The term of this Agreement is three (3) years from January 1, 2016 to December 31, 2018 inclusive. Upon expiry of the term, the parties may consider amendments to and renewal of the Agreement.

CONDITIONS:

The following commitments are required by the parties:

The Centre will:

- a) Continue to develop, operate, maintain and provide improvements to the trail systems at Scout Island including the construction of bridges and board walkways.
- b) expend funds only on eligible costs as detailed for in the Scout Island Trails budget for the purposes noted above;
- c) carry public liability insurance and operations liability insurance at its sole cost to cover claims for personal injury, death or property damage in the amount of three million (\$3,000,000) dollars and to name the CRD and the City as additional insured on all such policies;
- d) acknowledge the CRD and the City as funding sources in its advertisements and promotional materials during the coming year;
- e) submit an annual report by May 31st of the following year, highlighting accomplishments, goals and objectives, benefits provided to the community and a financial statement outlining how the funding was utilized; and
- f) keep accounting records and provide copies of expense reports and invoices to the City/CRD upon request.

The City will:

- a) In consideration of the Centre supplying the aforementioned services, pay the Centre \$12,500 per year in 2016, 2017 and 2018, disbursed as follows:
 - i) 25% of the contract be paid the first Thursday in April.
 - ii) A further payment of 25% be paid the first Thursday in July.
 - iii) A further 25% be paid the first Thursday in October.
 - iv) A final payment be made the last Thursday in December.

NOTICES:

Should either party to the Agreement not fulfil their obligations, this Agreement may be terminated with (30) days written notice.

ASSIGNMENT:


None of the parties may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party.

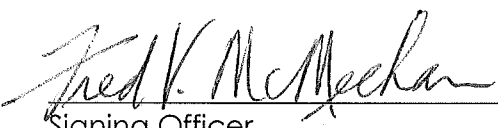
INDEMNITY:

The Centre will indemnify and save harmless the CRD and the City and all of their employees, servants, representatives and agents, from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) which the CRD and/or the City or their employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Centre of any obligation of this agreement, or any wrongful or negligent act of the Centre or any employee or agent of the Centre.

IN WITNESS WHEREOF the said parties hereto have set their hands to as of the date as written below.

CITY OF WILLIAMS LAKE:

Mayor Walt Cobb

Cindy Bouchard, Corporate OfficerDATE: Apr 26 /16**SCOUT ISLAND NATURE CENTRE:**

Signing OfficerFRED McMECHAN

PRINT NAME

Signing OfficerSusan Hemphill

PRINT NAMEDATE: April 26 2016