

CONTRACTING SERVICES AGREEMENT

CARIBOO REGIONAL DISTRICT

and

DISTRICT OF 100 MILE HOUSE

CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT dated the 5th day of April, 2013.

BETWEEN:

CARIBOO REGIONAL DISTRICT

(the "Region")

AND:

DISTRICT OF 100 MILE HOUSE

(the "District")

WHEREAS:

- A. the Region is the owner of the ball fields including the outdoor washrooms, fencing and all ancillary infrastructure related thereto, adjacent to the South Cariboo Recreation Centre identified as a portion of Lot 1, District Lot 2139, Lillooet District, Plan 32659 as shown on Schedule A and more commonly known as Lumblers and Robinson parks, hereinafter known in its entirety as the "Ball Fields";
- B. the Region, through the South Cariboo Recreation function (Bylaw No. 4617) wishes to provide for the maintenance of the Ball Fields;
- C. the District has the capacity and is in the business of providing maintenance services;
- D. the Region and District have agreed to enter into this agreement to provide for the terms and conditions of such engagement.

THEREFORE in consideration of the premises and covenants set out in this agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Region and the District agree as follows:

1. SERVICES

1.1 Services

The Region hereby retains the District to provide the contracting services as described generally in Schedule B (the "Services").

1.2 Standard of Care

The District will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the Region is relying on the District's experience and expertise.

1.3 Time

The District acknowledges that time is of the essence with respect to the provision of the Services and accordingly the District will provide the Services within the performance or completion dates as set out in Schedule B, or as otherwise agreed to in writing by the Region and the District.

2. INDEPENDENT CONTRACTOR

The parties acknowledge that in entering into this agreement and in providing the Services, the District has and will have the status of an independent Contractor and that nothing in this agreement will contemplate or constitute the District as an agent, partner or employee of the Region for any purpose.

It is the responsibility of the District to make his/her own arrangements for WorkSafe BC coverage. Activities under the Agreement shall be carried out at all times in conformity with the WorkSafe BC Health and Safety Regulations. Confirmation of coverage and status of account must be submitted to the Region upon assignment of Agreement.

3. FEES

3.1 Fees

The Region will pay to the District the fees as set out in Schedule C (the "Fees").

3.2 Payment

The parties agree to the following payment:

- (a) throughout the term of the Agreement, the District will submit an invoice to the Region annually at the end of August;
- (b) the Region will pay the invoice as soon as possible and generally within 30 days of the receipt; and
- (c) if the Region objects to any portion of an invoice, the Region shall notify the District in writing within 10 days of receipt and identify the specific cause of the disagreement and the amount in dispute.

Payment by the Region of the Fees will be full payment for the Services and the District will not be entitled to receive any additional payment from the Region.

4. INSURANCE AND INDEMNITY

4.1 District's Insurance Policies

The District will provide evidence satisfactory to the Region, upon assignment of the Agreement, of all of the District's insurance policies providing coverage relating to the Services, including general liability insurance policies.

4.2 Indemnity

The District will indemnify and save harmless the Region and all of its 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 Region or its 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 District of any obligation of this agreement, or any wrongful or negligent act of the District or any employee or agent of the District.

4.3 Survival of Indemnity

The indemnity described in section 4.2 will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Region.

5. TERM AND TERMINATION

5.1 Term

The term of this Agreement is three years from January 1, 2013 to December 31, 2015 inclusive. Upon expiry of the term, the parties may consider amendments to and renewal of the Agreement.

With concurrence of both parties, the Agreement may remain in effect after its expiration date on a month-to-month basis to facilitate successful renewal of the Agreement.

5.2 Termination by the Region

The Region may terminate this agreement at any time and for any reason by giving 60 days written notice of termination to the District. Subject to Section 5.4, the Region will pay to the District all amounts owing under this agreement for Services provided by the District up to and including the date of termination. Upon payment of such amounts no other payment will be owed by the Region to the District, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed.

5.3 Termination by the District

The District may terminate this agreement at any time and for any reason by giving 60 days written notice of termination to the Region.

The Region requires notification of the District's intention to continue the services for the upcoming season by March 1st of each year of the term.

5.4 Rights of the Region Upon Termination for Cause

If the Region terminates this agreement under section 5.2 for cause, such as failure to perform the Services to the appropriate standards or a breach of another covenant contained herein, then the Region may:

- (a) withhold payment of any amount owing to the District under this agreement for the performance of the Services; and
- (b) set-off the total cost of completing the Services incurred by the Region against any amounts owing to the District under this agreement.

6. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

Except as provided for by law or otherwise by this agreement, the District will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the District as a result of the performance of the Services and this agreement (the "**Confidential Information**"), and will not, without the prior express written consent of the Region, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this agreement, except as reasonably required to complete the Services.

7. GENERAL

7.1 Applicable Laws

This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

7.2 Compliance With Laws

The District will provide the Services in full compliance with all applicable laws.

7.3 Subcontracting and Assignment

The District will not sub-contract or assign its obligations under this agreement, in whole or in part, without the prior written approval of the Region.

7.4 Entire Agreement

This agreement, including all attached schedules, contains the entire agreement of the parties regarding the provision of Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this agreement.

7.5 Amendment

This agreement may be amended only by agreement in writing, signed by both parties.

7.6 Survival of Obligations

All of the District's obligations to perform the Services in a professional and proper manner will survive the termination or completion of this agreement.

7.7 Cumulative Remedies

The Region's remedies under this agreement are cumulative and in addition to any right or remedy which may be available to the Region at law or in equity.

7.8 Notices

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if served personally, on the date of such personal service or, if delivered by mail, fax or email, when received. The addresses for delivery will be as follows:

Cariboo Regional District

180D N. 3rd Avenue
Williams Lake, BC V2G 2A4
c/o Manager of Community Services
Phone : 250-392-3351
Fax: 250-392-2812
Email: dcampbell@cariboord.bc.ca

District of 100 Mile House

Box 340
100 Mile House, BC V0K 2E0
c/o Chief Administrative Officer
Phone: 250-395-2434
Email: rscott@dist100milehouse.bc.ca

7.9 Unenforceability

If any provision of this agreement is invalid or unenforceable, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the agreement.

7.10 Headings

The headings in this agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this agreement.

7.11 Waiver

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

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

RDHodgson Deputy CAO
Janis Bell – Chief Administrative Officer
CARIBOO REGIONAL DISTRICT

APRIL 5, 2013
DATE

Roy Scott
DISTRICT OF 100 MILE HOUSE

26-3-13
DATE

ROY SCOTT
PRINT NAME

**Maintenance Agreement
District of 100 Mile House**



SCHEDULE B – SCOPE OF SERVICES AND SCHEDULE

The District will provide maintenance at the Ball Fields including, but are not limited to:

- i) general maintenance and cleaning, including picking up garbage and accumulated debris, and performing minor repairs,
- ii) mowing the fields as required to provide a safe surface acceptable for its intended use, and at a minimum of once per week while the ball leagues are active.
- iii) providing to the fields: top dressing, fertilizer and aeration at least once per season
- iv) operating the irrigation system, including the provision of water
- v) raking and grooming the infields as required
- vi) repairing bleachers, dugouts and fences
- vii) opening and closing the outdoor washroom each day as well as stocking it with supplies, includes winterizing at the end of the season
- viii) mowing the small picnic area to be developed behind Robinson Park as required

Any additional works, including significant repairs beyond the scope of regular maintenance (such as those with materials valued at over \$500) or major capital works, may be negotiated between the Region and the District. Prior written approval of the Region is required to undertake works of this nature.

In the performance of the Services, the District will be required to work closely with Canlan Ice Sports, manager of the South Cariboo Recreation Centre. Canlan will be performing the booking, scheduling and collection of use fees for the Ball Fields.

SCHEDULE C – FEES

The Region will pay the District \$15,000 annually.

Fees for any additional works, including significant repairs beyond the scope of regular maintenance or major capital projects may be negotiated between the parties.