

**CEMETERY SERVICES AGREEMENT**

(SCHEDULE B to the Memorandum of Understanding between the Cariboo Regional District and the City of Williams Lake)

**THIS AGREEMENT** made as at the 21<sup>st</sup> day of February, 2003

**BETWEEN:**

**CARIBOO REGIONAL DISTRICT**

Suite D, 180 North 3<sup>rd</sup> Avenue  
Williams Lake, BC  
V2G 2A4

(hereinafter called the "Regional District")

OF THE FIRST PART

**AND:**

**CITY OF WILLIAMS LAKE**

450 Mart Street  
Williams Lake, BC  
V2G 1N3

(hereinafter called "Williams Lake")

OF THE SECOND PART

**WHEREAS:**

- A. The Regional District and Williams Lake may, pursuant to Section 176(1)(b) of the *Local Government Act*, make agreements with a public authority respecting activities, works or services within the powers of a party to the agreement, including agreements respecting the undertaking, provision and operation of activities, works and services.
- B. City of Williams Lake operates the Williams Lake Municipal Cemetery pursuant to the Williams Lake Cemetery Bylaw Number 1527, 1995 and amendments thereto.
- C. Williams Lake and the Regional District wish to enter into a contract under which Williams Lake will undertake, provide and operate cemetery services for persons within Electoral Areas D, E, and F of the Regional District.

NOW THEREFORE in consideration of the performance of the covenants contained in this Agreement and for other valuable consideration, the sufficiency and receipt of which is acknowledged, the parties covenant and agree each with the other as follows:

**Term**

1. This Agreement is for a term as defined in the Master Memorandum of Understanding between the City of Williams Lake and the Cariboo Regional District.

**Definitions**

2. In this Agreement:

“Cemeteries Bylaw” means the Williams Lake Cemetery Bylaw Number 1527, 1995 of Williams Lake as amended or replaced;

“Establishing Bylaw” means the Williams Lake Cemetery Contribution Local Service Establishment Bylaw of the Regional District as amended or replaced;

“Extraordinary Capital Acquisition” means any capital expenditure by Williams Lake for additional or replacement equipment or other physical assets to be used in the Cemetery Function and the Services where the cost per item exceeds \$2000 or the life expectancy of the equipment or asset exceeds the remaining Term;

“Service Area” means that part of the Regional District contained within the boundaries of Electoral Areas D, E, and F;

“Services” means the cemetery services provided, operated and administered by Williams Lake.

**Service**

3. Williams Lake must:
  - (a) provide the Services for persons who, at the time of death, were residents of the Service Area in accordance with the Cemeteries Bylaw;
  - (b) provide the Services to the Regional District under this Agreement in a competent, careful and professional manner.

**Payment**

4. In consideration for providing the Services under this Agreement:
  - (a) Williams Lake may retain all fees and other charges if any imposed under the Bylaw in relation to the Services.
  - (b) The Regional District will pay Williams Lake, on or before August 15 of each year, an annual sum of \$17,000.

- (c) The Regional District may agree to pay Williams Lake an additional annual sum as a contribution towards Extraordinary Capital Acquisition for acquisition of equipment or other assets dedicated for the purpose of providing cemetery services if
  - (i) Williams Lake consults in advance with the Regional District regarding any proposed Extraordinary Capital Acquisition expenditure, and
  - (ii) The contribution by the Regional District will not exceed the proportionate value of the equipment or other asset attributable to the services provided to the Regional District herein for the term of the Agreement.

#### **Charges**

- 5. (1) Insofar as it lawfully can, Williams Lake agrees that it will amend the Cemeteries Bylaw to eliminate all distinctions between the fees charged residents of the Service Area and residents of Williams Lake.
- (2) If Williams Lake has not, on or before February 28, 2003 amended the Cemeteries Bylaw as set out in paragraph (1), the Regional District may, in its discretion, terminate this Agreement, and Section 11 shall not apply.

#### **Indemnity**

- 6. (1) Williams Lake will indemnify, and save harmless the Regional District and its elected officials, officers, employees, volunteers and agents from and against all claims for losses, damages, costs, actions and causes of action which may be brought or claimed against any of them for any injury, including death, property damage or other loss arising from any act or omission of Williams Lake, its employees, elected officials, officers, volunteers, contractors or agents arising from or in connection with services provided under this agreement, except where the cause of such injury, damage or loss is the result of negligence on the part of the indemnified parties.
- (2) This section will survive the expiry or termination of this Agreement.

**Insurance**

7. Williams Lake will obtain and maintain, throughout the term of this Agreement, comprehensive general liability insurance in an amount equivalent to the level of insurance carried by Williams Lake for the Cemetery Services or any equivalent service of Williams Lake. Williams Lake will provide to the Regional District, on the reasonable request of the Regional District, either a certificate of insurance or such other acceptable evidence that insurance is force, including evidence of any renewal policy or policies.

**Representatives**

8. The Regional District designates the Manager or Operations Manager as the sole contact for the Regional District with respect to the delivery of Services and any administrative matters under this Agreement.
9. The City designates the Clerk-Administrator as the sole contact for the City with respect to the delivery of Services and any administrative matters under this Agreement.

**Binding Effect**

10. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**Termination or Amendment**

11. Termination or amendment of this Agreement shall be in keeping with Section 9, "Termination or Amendment" clause of the Memorandum of Understanding to which this Agreement is attached to as Schedule B.

**Waiver**

12. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

**Headings**

13. The headings in this Agreement are inserted for convenience and preference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

**Language**

- 14     Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

**Cumulative Remedies**

15.    No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

**Law Applicable**

16.    This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.


IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals  
on the day and year first above written.


The Corporate Seal of  
CARIBOO REGIONAL DISTRICT  
was affixed hereto in the  
presence of:

  
Chairperson

  
Corporate Secretary

The Corporate Seal of the  
CITY OF WILLIAMS LAKE  
was hereunto affixed in the  
presence of:

  
Mayor

  
Administrator