

# **CONTRACTING SERVICES AGREEMENT**

**CARIBOO REGIONAL DISTRICT**

**and**

**CITY OF WILLIAMS LAKE**

**and**

**CENTRAL CARIBOO ARTS AND CULTURE SOCIETY**

## CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

**CARIBOO REGIONAL DISTRICT**

(the "Region")

AND:

**CITY OF WILLIAMS LAKE**

(the "City")

AND:

**Central Cariboo Arts and Culture Society**

(the "Contractor")

**WHEREAS** the Region, in partnership with the City, established the Central Cariboo Arts and Culture function through Bylaw No. 4420 (2009), which is managed by the Central Cariboo Arts and Culture Society (the "CCACS") to support arts and cultural services, and may include but will not be limited to fine arts, performing arts, historical and festival events, promotion of local crafts, music and market goods and arts and culture facility development, improvement and maintenance across the central Cariboo area;

**WHEREAS** Performances in the Park (hereinafter called the 'Event') to be delivered by the Society is an important cultural and artistic event in the Central Cariboo;

**WHEREAS** the Region and the City wish to retain the CCACS for delivery of the Event within the Central Cariboo Arts and Culture function;

**AND WHEREAS** the Cariboo Regional District Board of Directors has deemed it appropriate and consistent with the purpose of the Central Cariboo Arts and Culture function to financially contribute to the organization and presentation of the Event from 2014-2016.

**THEREFORE** in consideration of the agreements and covenants set out in this agreement the Region, the City and the Contractor agree as follows:

## **1. SERVICES**

### **1.1 Services**

The Region hereby retains the Contractor to provide the services as described generally in Schedule A (the “**Services and Specifications**”).

### **1.2 Standard of Care**

The Contractor 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 Contractor's experience and expertise.

### **1.3 Time**

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

## **2. INDEPENDENT CONTRACTOR**

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

It is the responsibility of the Contractor to make his/her own arrangements for WorkSafe BC coverage. Activities under the Contract 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 the Agreement.

## **3. FEES**

### **3.1 Fees**

The Region will pay to the Contractor the Fees as set out in Schedule B (the “**Fees**”).

### **3.2 Payment**

The parties agree to the following payment:

- a. On March 15<sup>th</sup> of each contract year, and upon receipt of an invoice from the Contractor, the Region will forward a deposit payment of \$10,000 to the Contractor;
- b. On July 15<sup>th</sup> of each contract year, and upon receipt of an invoice from the Contractor, the Region will forward the final payment of \$5,000 to the Contractor.



It is hereby understood that the payment is specific for delivery of the Event and no other activities of the Contractor.

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

#### **4. INSURANCE AND INDEMNITY**

##### **4.1 Contractor's Insurance Policies**

The Contractor and/or any sub-contractors will provide evidence satisfactory to the Region, upon assignment of the Agreement, of the certificates of insurance applicable to the Services and related insurance policies.

##### **4.2 Indemnity**

The Contractor will indemnify and save harmless the Region 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 Region and the City or its employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with any activities of the Contractor related to this agreement or any failure, breach or non-performance by the Contractor of any obligation of this agreement, or any wrongful or negligent act of the Contractor or any employee or agent of the Contractor.

##### **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 and the City.

#### **5. TERM AND TERMINATION**

##### **5.1 Term**

This agreement will come into effect as of January 1, 2014, and will continue until completion of the Services, by September 2016, unless terminated in accordance with this Section 5 (the "Term").

##### **5.2 Termination by the Parties**

The parties may terminate this agreement at any time and for any reason by giving 90 days written notice of termination to the other parties, to be received no later than January 31<sup>st</sup> of any year with regard to this agreement. Subject to Section 5.3, the Region will pay to the Contractor all amounts owing under this agreement for Services provided by the Contractor up to and including the date of termination. Upon payment of such amounts no other payment will be owed by the Region to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed.

### **5.3 Rights of the Region Upon Termination for Cause**

If the Region terminates this agreement under section 5.2 for cause, such as failure of the Contractor to meet the required commitments, then the Region may:

- (a) withhold payment of any amount owing to the Contractor 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 Contractor under this agreement.

## **6. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

Except as provided for by law or otherwise by this agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Services and this agreement, and will not, without the prior express written consent of the Region and the City, 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. REPORTS AND INFORMATION**

The Contractor hereby sells, assigns and transfers to the Region and the City the right, title and interest required for the Region and the City to use and receive the benefit of all the reports and information produced by or resulting from the Services undertaken by the Contractor.

## **8. GENERAL**

### **8.1 Applicable Laws**

This agreement will be governed by and construed in accordance with all Local Government, Provincial and Federal legislation.

### **8.2 Compliance With Laws**

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

### **8.3 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.

### **8.4 Amendment**

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

## **8.5 Survival of Obligations**

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

## **8.6 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.

## **8.7 Notices**

Any notice, report or other document that each 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 Darron Campbell, Manager of Community Services  
Phone: 250-392-3351  
Fax: 250-392-2812  
Email: dcampbell@cariboord.bc.ca

### **City of Williams Lake**

450 Mart Street  
Williams Lake, BC V2G 1N3  
c/o Geoff Paynton  
Phone : 250-392-1786  
Email : gpaynton@williamslake.ca

### **Central Cariboo Arts and Culture Society**

90 N. 4th Avenue  
Williams Lake, BC V2G 2C6  
c/o Leah Selk, Coordinator  
Phone : 778-412-9044  
Email : info@centralcaribooarts.com

## **8.8 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.



## 8.9 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.

## 8.10 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.

## 8.11 Enurement

This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this agreement as of the day and year written below.

  
\_\_\_\_\_  
CARIBOO REGIONAL DISTRICT

Jan 29/14  
DATE

J. Bell  
\_\_\_\_\_  
PRINT NAME

  
\_\_\_\_\_  
CITY OF WILLIAMS LAKE

Jan 7/14  
DATE

Goff Kynab  
\_\_\_\_\_  
PRINT NAME

  
\_\_\_\_\_  
CENTRAL CARIBOO ARTS AND  
CULTURE SOCIETY

2014/01/20  
DATE

Harry Jennings  
\_\_\_\_\_  
PRINT NAME

## **SCHEDULE A – SERVICES AND SPECIFICATIONS**

The Contractor will deliver Services according to the following schedule and specifications:

- Provision of “family” arts and/or cultural entertainment in Boitanio Park once per week for a minimum of eight weeks each July/August.
- Performances must be of a “mainstream” and “family friendly” nature which will appeal to a wide cross section of the population of the central Cariboo. The Contractor will have absolute discretion over the elements of the performances provided they meet this criterion.
- The performances will be free to the public.
- Individual performances may be cancelled due to severe inclement weather or other “force majeure” at Contractor’s discretion. Notice of such cancellation will be provided to the City and the public as early as possible. Such individual performance cancellations will not affect the contract price.
- Professional sound of a quality ensuring satisfactory listening experience for all spectators must be provided.
- Upon conclusion of each performance season a report will be submitted to the Central Cariboo Joint Committee outlining all aspects of the Event (estimated audience, list of performers, any logistical issues, expenses/revenues, etc).

The Contractor will supply all materials and labour for delivery of the Services.

The City will provide the following;

- Access to all files and information from previous years of the Event.
- Use of Boitanio Park (Gwen Ringwood Theatre and surrounding areas) for each Event from 5:00 pm to 9:00 pm including access to power and clean up after events at no cost to the Contractor.

The Region and the City will provide the following:

- Assistance in marketing the Event through City Page, City website, Region Website, CMRC website, City Facebook, Region Facebook, CMRC Facebook. Information must be supplied to designated City and Region contacts in timelines agreed to in advance to ensure timely publication. Space for posters in CMRC, City Hall and Region CRD office to promote the Event.



## **SCHEDULE B – RATES**

The Region will pay the Contractor a Fee of \$15,000 plus applicable taxes for the Services.

Payable in two instalments each year, 2014 through 2016: One on March 15 of each year of \$10,000, and one on July 15 of each year of \$5,000.