

MEMORANDUM OF UNDERSTANDING

THIS UNDERSTANDING made as at the day of 2019.

BETWEEN:

CARIBOO REGIONAL DISTRICT

180 North Third Avenue, Suite D
Williams Lake, BC V2G 2A4

(hereinafter called the “Regional District”)

OF THE FIRST PART

AND:

CITY OF QUESNEL

410 Kinchant Street
Quesnel, BC V2J 7J5

(hereinafter called the “City”)

OF THE SECOND PART

WHEREAS:

- A) The Regional District, pursuant to the *Local Government Act*, may enter into a contract considered by the Board of Directors necessary or desirable for the exercise of its powers and the performance of its services, including the operation of services; and
- B) The City, pursuant to the *Community Charter*, may enter into a contract for services.

NOW THEREFORE the parties hereto in consideration of the performance of the covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, covenant and agree as follows:

Definitions:

1. In this Agreement and its Schedules:

“Master Agreement” shall be taken to mean the Memorandum of Understanding, and is used interchangeably throughout this Agreement and its Schedules with “Memorandum” or “Memorandum of Understanding”;

“Contributing Population” shall be taken to mean the number of persons within the City and/or the Regional District where specified who are understood as contributing to the use of a service;

“Service Area” shall be taken to mean those parts of the Regional District contained within the boundaries of Electoral Areas A, B, C, and I, except where it is specifically defined as otherwise;

“CPI” shall be taken to mean the Consumer Price Index of British Columbia.

Term

2. This Memorandum of Understanding is for a term of five years commencing on the 1st day of January, 2020 and terminating on the 31st day of December, 2024.

Intent and Basis of Understanding

3. The intent of this Memorandum of Understanding is to lay out, in general terms, the cooperative approach which the Regional District and the City will take in the provision of joint municipal services within the City and the Service Area.
4. It is the underlying assumption of this memorandum that the parties, as independent jurisdictions, agree to the cooperative provision of local government services to the benefit of the greater community.
5. The parties recognize that there is a cohesive community in the greater Quesnel area that exists and functions irrespective of jurisdictional boundaries, and that it is in the best interests of the community to manage development and provide services from a shared viewpoint and through consolidated administrative procedures.

Areal Extent

6. Both parties agree that the areal extent to which this cooperative understanding extends shall be all lands located within the City and Electoral Areas “A”, “B”, “C” and “I” of the Regional District (areas will vary according to specific schedules).

Services

7. At the time of the execution of this Agreement, the services delivered hereunder shall include:
 - (a) Landfill;
 - (b) Cemetery;
 - (c) Invasive Plant Management;
 - (d) Transit Services;

- (e) Quesnel Fringe Fire Protection;
- (f) Recycling Services;
- (g) Parks and Recreation Services;
- (h) HandyDART Services;
- (i) Emergency Social Services; and
- (j) Landfill Closure Agreement.
- (k) Fire Training Centre
- (l) Mutual Aid Fire Protection

8. These services shall be delivered in accordance with Schedules “A” through “L” respectively as attached to and forming part of this Agreement.

Additional Services

9. Nothing in this Agreement shall preclude the parties from expanding the services provided jointly by the parties and the parties agree to initiate discussions regarding the provision of additional services during the initial conceptual stages to determine whether or not the proposed new services are best delivered jointly by the parties or independently by one jurisdiction.

Renegotiation

10. Both parties agree that should any portion of the Regional District be included in a boundary extension by the City (or vice versa), that any Schedule affected by the boundary extension shall be adjusted proportionally for each year following the extension. Where boundary adjustments occur, the parties shall cooperate to ensure that the cost-sharing formula for the service is adjusted as necessary to ensure fair and equitable contributions from all service recipients.

Jurisdiction

11. Nothing in this Memorandum of Understanding shall or is intended to negate or fetter the legal authority of either party.

Termination

12. Except as specifically provided for herein, unless both parties agree to an earlier termination, both parties agree to follow the intent of this Agreement for the life of the Agreement and only upon changes in service delivery circumstances shall a Schedule be renegotiated. Individual Schedules to this Agreement may only be terminated if specifically permitted within the appropriate schedule and in compliance with the provisions for such termination.

Indemnity

13. The City must indemnify, hold and save harmless the Regional District from and against all claims for losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in any manner, based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the City, its employees, officers, volunteers, servants or agents arising from or in connection with the performance of the City of its obligations under this Agreement, excluding any loss, damage, cost, action or other proceeding arising from the negligence of the Region or its employees, officers, volunteers, servants or agents.
14. The Region must indemnify, hold and save harmless the City from and against all claims for losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in any manner, based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Region, its employees, officers, volunteers, servants or agents arising from or in connection with the performance of the Region of its obligations under this Agreement, excluding any loss, damage, cost, action or other proceeding arising from the negligence of the City or its employees, officers, volunteers, servants or agents.
15. Obligations prescribed under sections 14 and 15 shall survive the expiry or termination of this Agreement or any schedule hereto.

Insurance

16. Both parties shall obtain and maintain, throughout the term of this Agreement, comprehensive general liability insurance in an amount appropriate to the level of services provided under this Memorandum of Understanding. Either party will provide to the other on a reasonable request of either a Certificate of Insurance or such other acceptable evidence that insurance is in force, including evidence of any renewal policy or policies.
17. Property insurance on specific capital assets shall be maintained by each respective party as required.

Representatives

18. The Regional District designates the Chief Administrative Officer (“CAO”), or designate, as the sole contact for the Regional District with respect to the delivery of Services and any administrative matters under this Agreement.
19. The City designates the City Manager, or designate, as the sole contact for the City with respect to the delivery of Services and any administrative matters under this Agreement.

Waiver

20. 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.

Cumulative Remedies

21. 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

22. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
23. Should any part or Schedule of this Agreement be terminated by the parties or deemed non-enforceable by a recognized Court of law in the Province of British Columbia, outside the complete dissolution of the Memorandum of Understanding, that part or Schedule shall be severed from the Agreement and shall not affect the rights and duties of the parties outlined throughout the remainder of the Master Agreement.

Miscellaneous

24. This understanding shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.
25. The headings in this Memorandum and its Schedules are inserted for convenience and reference only, and in no way define, limit or enlarge the scope or meaning of this Memorandum or any provision therein.

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

The Corporate Seal of the)
 CARIBOO REGIONAL DISTRICT)
 was affixed hereto in the)
 presence of:)
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 Chair)
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 Manager of Corporate Services)

The Corporate Seal of the)
 CITY OF QUESNEL)
 was hereunto affixed in the)
 presence of:)
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 Mayor)
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 Clerk)