

CONTRACTING SERVICES AGREEMENT

CARIBOO REGIONAL DISTRICT

and

CENTRAL CARIBOO ARTS AND CULTURE SOCIETY.

CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 2020.

BETWEEN:

CARIBOO REGIONAL DISTRICT

(the “Region”)

AND:

CENTRAL CARIBOO ARTS AND CULTURE SOCIETY

(the “Society”)

WHEREAS:

- A. the Region, working in partnership with the City of Williams Lake, has adopted the Central Cariboo Arts and Culture Service Bylaw 4420 (2008) and determined this agreement to be an eligible cost for that service;
- B. the Region wishes to engage the Society to provide services for the Central Cariboo Arts and Culture function and;
- C. the City of Williams Lake has engaged the Society for the management and operations of the Central Cariboo Arts Centre;
- C. the Society has the mandate and expertise necessary to act in this capacity.

THEREFORE in consideration of the agreements and covenants set out hereafter the Region and the Society agree as follows:

1. SERVICES

1.1 Services

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

1.2 Standard of Care

The Society 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 Society’s experience and expertise.

1.3 Time

The Society acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Society 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 and the Society.

2. INDEPENDENT SOCIETY

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

It is the responsibility of the Society 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 execution of the Agreement.

3. FEES

3.1 Fees

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

3.2 Payment

The parties agree to the following payment:

- (a) Throughout the term of the Agreement, the Society will submit invoices at the beginning of each quarter (the "Invoice") to the Region requesting payment of one fourth of the annual Fee;
- (b) if the Region objects to an Invoice, the Region shall notify the Society 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 Society will not be entitled to receive any additional payment from the Region.

4. INSURANCE AND INDEMNITY

4.1 Society's Insurance Policies

The Society will provide evidence satisfactory to the Region, upon execution of the Agreement, of all of the Society's insurance policies providing coverage relating to the Services, including professional liability insurance policies if applicable.

4.2 Indemnity

The Society 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 Society of any obligation of this agreement, or any wrongful or negligent act of the Society or any employee or agent of the Society.

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 five years from January 1, 2021 to December 31, 2025 inclusive. Upon expiry of the term, the parties may consider amendments to and 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 90 days written notice of termination to the Society. Subject to Section 5.4, the Region will pay to the Society all amounts owing under this agreement for Services provided by the Society up to and including the date of termination. Upon payment of such amounts no other payment will be owed by the Region to the Society, 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 Society

The Society may terminate this agreement at any time and for any reason by giving 90 days written notice of termination to the Region.

5.4 Rights of the Region Upon Termination for Cause

If the Region terminates this agreement for cause, such as failure by the Society to meet the terms and conditions contained herein, then the termination is deemed effective upon receipt of notice by the Society and the Region may:

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

6. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

Except as provided for by law or otherwise by this agreement, the Society will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Society 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. WORK PRODUCT

The Society hereby agrees to provide copies at no cost of all reports and information produced by or resulting from the Services undertaken by the Society for the use and benefit of the Region.

8. GENERAL

8.1 Applicable Laws

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

8.2 Compliance With Laws

The Society will provide the Services in full compliance with all applicable laws. Failure to do so will be considered a breach of the terms of this agreement.

8.3 Subcontracting and Assignment

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

8.4 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.

8.5 Amendment

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

8.6 Survival of Obligations

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

8.7 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.

8.8 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
Email: dcampbell@cariboord.ca

Central Cariboo Arts and Culture Society

90 North 4th Avenue
Williams Lake, BC V2G 2C6
c/o Executive Director
Phone: 778-412-9044
Email: info@centralcaribooarts.com

8.9 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.

8.10 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.

8.11 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 parties have duly executed this agreement as of the day and year first above written.

CHAIR
CARIBOO REGIONAL DISTRICT

DATE

ALICE JOHNSTON, CORPORATE OFFICER
CARIBOO REGIONAL DISTRICT

DATE

SIGNATURE
**CENTRAL CARIBOO ARTS
AND CULTURE SOCIETY**

PRINT NAME

DATE

SCHEDULE A – SCOPE OF SERVICES AND SCHEDULE

The Society will provide the following Services on behalf of the Region within the central Cariboo including the City of Williams Lake and electoral areas D, E and F.

The responsibilities noted herein are accepted as major components of the Services; however the list is not intended to be exhaustive and shall not limit the activities of the Society in the performance of the Services.

1. The Society will function as a coordinating resource for arts and culture organizations and activities, including serving as the point-of-contact for support, related information and general enquiries.

2. The Society will cultivate mutually beneficial partnerships to increase the value of investment in arts and culture including establishing relationships with investors, community groups, economic value partners, First Nations and educational partners.

Leveraging external sources with the core funding provided by the Region is recognized as an important deliverable of the agreement.

3. The Society will deliver effective, accountable, grant funding programs and fee-for-service agreements administration to support arts and culture organizations for projects, events and operational costs.

Delivery of the grant program will include i) promotion of the funding opportunity, ii) receiving and adjudicating applications and iii) submitting an invoice requesting reimbursement to the Region with notification of approvals to the Central Cariboo/City of Williams Lake Joint Committee. The program will be based on an annual allocation from the Region separate from the fee paid to the Society for the Service Agreement. The Society shall be notified of the allocation approved by the Region for the upcoming year by November 30 each year.

4. The Society will undertake community engagement and communications activities including the i) distribution of regular information on activities and opportunities via a centralized database, ii) issuance of media releases with attention to rural outlets such as community newsletters and bulletin boards, iii) presentations to stakeholders, both within the arts and culture sector and the broader general public and iv) direct contact with volunteers to ensure an effective flow of information to key audiences

5. The Society will work towards establishing and implementing a long term vision for arts and culture by serving as an advocate for the sector and demonstrating leadership

for improvement and growth. The progress and results of this strategic level task will be included in regular reports from the Society.

6. The Society shall provide an update report to the Central Cariboo/City of Williams Lake Joint Committee no less than annually and more often upon request by the Region.

An annual report including details of the service objectives listed and financial information validated by independent review shall be presented by the Society to the Central Cariboo/City of Williams Lake Joint Committee in each year of the term.

7. The Society will manage a multi-use arts and culture facility in accordance with the Management and Operations Agreement signed in 2020 between the Society, Region and the City of Williams Lake. The facility management agreement is included for reference as Schedule C. Should the terms of the facility agreement change, it is understood that this schedule is separate and may be severed in whole or in part from this agreement.

SCHEDULE B – FEES

The Region will pay the Society according to the following table for the Services. Payments noted below will be plus applicable taxes.

Year	2021	2022	2023	2024	2025
Amount	\$77,000	\$78,000	\$79,000	\$80,000	\$81,000

In addition to the above amounts the Region will pay the Society for management and operation of the Central Cariboo Arts centre according to the agreement between the Society, the City of Williams Lake and the Region.

* Schedule C arts centre management and operation payment amounts for information.

Year	2021	2022	2023	2024	2025
Amount	\$25,000	\$27,500	\$30,000	\$32,500	\$35,000