

CEMETERY CONTRIBUTION AGREEMENT

THIS AGREEMENT made as at the _____ day of _____, 20____

BETWEEN:

CARIBOO REGIONAL DISTRICT

Suite D, 180 North 3rd Avenue
Williams Lake, BC V2G 2A4

(hereinafter called the “Region”)

AND:

DISTRICT OF 100 MILE HOUSE

PO Box 340
100 Mile House, BC V0K 2E0

(hereinafter called the “District”)

WHEREAS The Region has established a South Cariboo Cemeteries Services function through Bylaw No. 5071 (2017) to allow for contribution of funds toward the operation of established, registered cemeteries in the south Cariboo, including Electoral Areas G, H and L and the District;

AND WHEREAS the District operates the 100 Mile House Cemetery, which is located in the District and serves south Cariboo residents through its operations, the costs of which the Region will share with the District equitably;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants hereinafter contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

Intent:

This Agreement and the funding commitment herein are specifically for the support of the 100 Mile House Cemetery and no other activities of the District.

Independent Contractors:

The parties acknowledge that the District or any contractor hired by the District to perform services related to this Agreement will have the status of an independent contractor and that nothing in this Agreement will contemplate or constitute the District or contractor as an agent, partner or employee of the Region for any purpose.

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 request.

Term:

The term of this Agreement is three (3) years from January 1, 2022 to December 31, 2024 inclusive.

Succession:

This Agreement may remain in effect after its expiration date to facilitate ongoing negotiations for successful renewal of the Agreement.

Conditions:

The following commitments are required by the parties:

The District will:

- a) expend funds on general upkeep and maintenance of the cemetery;
- b) ensure a minimum matching contribution of \$5,000 from the District is allocated to the cemetery and that surplus funds at year end are transferred to the cemetery capital reserves.
- c) keep accounting records and provide copies of expense reports and invoices to the Region upon request; and
- d) provide an annual report detailing expenses and works performed.

The Region will:

- a) contribute \$5,000 to the District annually, following receipt of a request for payment and the previous year's annual report confirming expenses towards eligible costs and revenues generated by cemetery operations.

Entire Agreement:

This Agreement and any and all addenda, schedules or exhibits attached hereto represents the entire agreement of the parties regarding the subject matter hereof. There are no other oral or written collateral representations, agreements or understandings regarding the subject matter hereof.

Notices:

Each Notice to a party must be given in writing. A Notice may be given by delivery to an individual, by fax or by email, and will be validly given if delivered on a Business Day to an individual at the following address, or, if transmitted on a Business Day email addressed to the following party:

if to the Region:

Cariboo Regional District

180D N. 3rd Avenue

Williams Lake, BC V0K 2E0

c/o Manager of Community Services
Phone : 250-392-3351
Fax: 250-392-2812
Email: dcampbell@cariboord.ca

if to the District:

District of 100 Mile House
PO Box 340
100 Mile House, BC V0L 1G0
c/o Chief Administrative Officer
Phone: 250-395-2434
Email: tboulanger@100milehouse.com

Assignment:

None of the parties may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party.

Termination:

Termination by the Region

The Region may terminate this agreement at any time and for any reason by giving 30 days written notice of termination to the District. Subject to Termination for Cause, the Region will pay to the District all amounts owing under this agreement up to and including the date of termination, determined as a prorated amount of the annual contribution as required. Upon payment of such amounts, no other payment will be owed by the Region to the District and no amount will be owing on account of any future expenditures or lost revenues relating to the management and operation of the 100 Mile Cemetery.

Termination by the District

The District may terminate this agreement at any time and for any reason by giving 30 days written notice of termination to the Region.

Rights of the Region Upon Termination for Cause

If the Region terminates this agreement for cause, such as failure of the District to meet the required commitments contained herein, then the termination is deemed effective upon receipt of notice by the District and the Region may withhold payment of any amount owing to the District under this agreement.

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.

Survival of Indemnity

The indemnity described above 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.

Compliance with Laws and Regulations:

The District shall comply with all Local Government, Provincial and Federal legislation relating to the activities funded under this Agreement. It is the responsibility of the District to ensure all permits and authorizations are in place as appropriate for its activities. Non-compliance with this section will be considered a breach of the Agreement.

Miscellaneous:

The headings appearing in this agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this agreement.

In this agreement, wherever the singular or masculine is used, it shall be construed as if the plural or feminine or body corporate as the case may be, had been used where the context of the parties hereto so require.

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

CARIBOO REGIONAL DISTRICT

DATE

PRINT NAME

DISTRICT OF 100 MILE HOUSE

DATE

PRINT NAME