

REQUEST FOR PROPOSALS:

Service and Governance Needs Assessment of the Pemberton Valley Dyking District



Issue Date: Wed. July 3, 2024
Closing Date: Wed. July 31, 2024
Contact: Kristen Clark,
Director of Strategic Services
kclark@slrd.bc.ca

**REQUEST FOR PROPOSALS:
Service and Governance Needs Assessment
of the Pemberton Valley Dyking District**

Issue date: Wednesday July 3, 2024
Closing Time and Date: 4:00 PM on Wednesday July 31, 2024

QUERIES

Queries and requests for clarification related to this Request for Proposals (“RFP”) are to be submitted, in writing (via email only), to the following contact person (the “Contact Person”).

Kristen Clark, Director of Strategic Services
Squamish-Lillooet Regional District
E-mail: kclark@slrd.bc.ca

The Squamish-Lillooet Regional District (“SLRD”) will determine, at its sole discretion, whether the query requires response and such responses will be made available to all by issue of addenda posted on the SLRD’s website (www.slrd.bc.ca/). No verbal conversation will affect or modify the terms of this RFP.

PROPOSANTS’ SITE MEETING

A Proponents’ site meeting will not be held.

PROPOSANT SECTION:

(A person authorized to sign on behalf of the Proponent **must** complete and sign below and submit this page as part of the Proposal.)

- **The accompanying Proposal is submitted in response to the above-referenced Request for Proposals, including any addenda.**
- **Through submission of the Proposal, the Proponent agrees to the terms and conditions of the Request for Proposals and agrees that any inconsistent provisions in the Proposal will be as if not written and do not exist.**
- **The Proponent has carefully read and examined the Request for Proposals (including the Administrative Requirements) and has conducted such other investigations as were prudent and reasonable in preparing the Proposal.**
- **The Proponent agrees to be bound by statements and representations made in Proposal.**

Legal Name of Proponent (include “Doing Business As” name, if applicable): _____

Address of Proponent: _____

Phone Number/Fax Number/Email Address of Proponent: _____

Signature of Authorized Representative: _____

Printed Authorized Representative’s Name and Title (i.e. President, Director, etc.): _____

The Request for Proposals consists of the following:

- This Page;
- Section 1 Administrative Requirements;
- Section 2 Instructions to Proponents;
- Section 3 Project Details;
- Section 4 General Conditions; and
- Section 5 Schedules

1. Administrative Requirements

A. Definitions

Throughout this RFP, the following definitions apply:

“Contract” means the written agreement resulting from this RFP executed by the SLRD and the Contractor;

“Contractor” means the successful Proponent to this RFP who enters into a written Contract with SLRD;

“must”, or “mandatory” means a requirement that must be met in order for a Proposal to receive consideration;

“Proponent” means an individual or company that submits (or intends to submit) a Proposal;

“Proposal” means the document submitted by the Proponent;

“SLRD” means the Squamish-Lillooet Regional District;

“RFP” means the process described in this document;

“should” or “desirable” means a requirement having a significant degree of importance to the RFP.

B. Terms and Conditions

The following terms and conditions will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms herein and that are included in any addenda issued by the SLRD. Provisions in Proposals that contradict any of the terms of this RFP will be as if not written and do not exist.

C. Acknowledgment Form

The Proponent is advised to complete and return the Acknowledgment Form attached hereto as Schedule A. This form may be delivered by fax or email and will facilitate the further receipt by the Proponent of any addenda to the RFP.

D. Addenda

Whether or not the Proponent has returned the Acknowledgment Form, the Proponent is required to regularly check the SLRD’s website for any updated information and addenda issued before the closing date. If there is any discrepancy in the RFP documentation, the SLRD’s original file will prevail.

E. Late Proposals

A Proposal will be marked with its receipt time at the closing location. Only a Proposal received and marked before the closing time will be considered to have been received on time. A Proposal received after the closing time may not be considered. In the event of a dispute, the receipt time of the Proposal is as recorded by the SLRD at the closing location will prevail. The Proponent is advised to verify prior to the closing time that the SLRD has received the Proposal.

F. Eligibility

A Proposal may not be evaluated if the Proponent’s current or past corporate or other interests may, in the SLRD’s opinion, give rise to a conflict of interest in connection with the project described in this RFP. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent is advised to consult with the Contact Person prior to submitting a Proposal.

G. Evaluation

The evaluation of the Proposal will be by staff of the SLRD but may include consultants/contractors of the SLRD or others. The SLRD’s intent is to enter into a Contract with the Proponent who has been evaluated as having the most desirable proposal.

The SLRD may, at its discretion, request clarifications or additional information from Proponents with respect to any Proposals, make such requests to only selected Proponents, and consider such clarifications or additional information in evaluating the Proposals.

H. Negotiation/Negotiation Delay

The SLRD reserves the right, prior to awarding the Contract, to negotiate changes to the scope of work (including pricing to meet budget) with the successful Proponent without advising any other Proponent or allowing any other Proponent to vary their Proposal as a result of the changes to the scope of work or to the contract documents and the SLRD may enter into a changed or different contract with the successful Proponent without liability to Proponents who were not awarded the Contract.

If a Contract cannot be negotiated within 14 days of notification of the successful Proponent, the SLRD may, at its sole discretion at any time thereafter, terminate negotiations with such Proponent and either negotiate a Contract with the next qualified Proponent, reissue the RFP, or terminate the RFP process and not enter into a Contract with any of the Proponents.

I. Request for Debriefing

Unsuccessful Proponents may request a debriefing with the SLRD, which may, at the SLRD’s option, be conducted via telephone or email. However, the SLRD will not provide information regarding the other Proposals.

J. Alternative Solutions

If alternative solutions are to be offered, the Proponent should consult with the Contact Person prior to submitting the Proposal.

K. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing date and time. Upon closing time, all Proposals become final. The Proponent will not change the wording of the Proposal after closing and no words or comments will be added to the Proposal unless requested by the SLRD for purposes of clarification.

L. Proponents’ Expenses

The Proponent is solely responsible for its own expenses in preparing the Proposal and in subsequent negotiations with the SLRD, if any. Regardless of whether or not the SLRD elects to reject all Proposals, the SLRD will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other cause of action whatsoever.

M. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it has no cause of action, for any reason whatsoever, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing the Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

N. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing time. The accuracy and completeness of the Proposal shall be the sole responsibility of the Proponent and any errors or omissions shall be corrected at the Proponent’s expense.

- O. Firm Pricing**
Prices will be firm for the entire Contract period unless this RFP specifically states otherwise.
- P. Currency and Taxes**
Prices quoted are to be:
- in Canadian dollars;
 - inclusive of all fees;
 - exclusive of disbursements, for which a detailed estimate shall be provided by the Proponent; and
 - inclusive of all applicable taxes, other than GST.
- Q. Completeness of Proposal**
By submitting the Proposal, the Proponent warrants that, if this RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Contractor at no charge.
- R. Subcontracting**
The use of a subcontractor(s) (who should be identified in the Proposal) may be acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be defined in the Proposal.
- However, a proposed subcontractor whose current or past corporate or other interests may, in the SLRD's opinion, give rise to a conflict of interest in connection with the subject-matter of the RFP may not be acceptable. This includes, but is not limited to, a subcontractor involved in the preparation of this RFP. If a Proponent is in doubt as to whether a proposed subcontractor may give rise to a conflict of interest, the Proponent should consult with the Contact Person prior to submitting a Proposal.
- Where applicable, the names of approved sub-contractors listed in the Proposal will be included in the Contract. The addition of new subcontractors, or any other changes to the subcontractor list, as set out in the Contract will not be allowed without the written consent of the Regional District.
- S. Acceptance of Proposals**
This RFP is not an agreement to purchase goods or services. The SLRD is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. The SLRD will assess Proposals in light of the evaluation criteria. The SLRD is under no obligation to receive further information, whether written or oral, from any Proponent.
- Neither acceptance of the Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw.
- T. Definition of Contract**
Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.
- U. Contract**
By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the SLRD in substantially the terms set out in Schedule D.
- V. Liability for Errors**
While the SLRD has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for the Proponents. The information is not guaranteed or warranted to be accurate by the SLRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.
- W. Modification of Terms**
The SLRD reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a Contract with the successful Proponent.
- X. Ownership of Proposals**
All Proposals submitted to the SLRD become the property of the SLRD. They will be received and held in confidence by the SLRD, subject to the provisions of this RFP and the *Freedom of Information and Protection of Privacy Act*.
- Y. Use of Request for Proposals**
Any portion of this document, or any information supplied by the SLRD in relation to this RFP may not be used or disclosed, for any purpose other than for the submission of the Proposal. Without limiting the generality of the foregoing by submission of the Proposal, **the Proponent agrees to hold in confidence all information supplied by the SLRD in relation to this RFP.**
- Z. Reciprocity**
The SLRD may consider and evaluate a Proposal from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Proposal from a British Columbia supplier.
- AA. No Lobbying or Solicitation**
The Proponent must not attempt to communicate directly or indirectly with any employee, contractor or representative of the SLRD, including the members of the evaluation team and any elected officials of the SLRD, or with members of the public or the media, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed or permitted by the SLRD herein or otherwise.
- BB. Collection & Use of Personal Information**
The Proponent is solely responsible for familiarizing itself and for ensuring that it complies, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires the Proponent to provide the SLRD with personal information of employees or subcontractors who have been included as resources in response to this RFP, the Proponent will ensure that it has obtained written consent from each of those persons before forwarding such personal information to the SLRD. Such written consents are to specify that the personal information may be forwarded to the SLRD for the purposes of responding to this RFP and use by the SLRD for the purposes set out in the RFP. The SLRD may, at any time, request the original consents or copies of the original consents from the Proponent, and upon such request being made, the Proponent will immediately supply such originals or copies to the SLRD.

2. INSTRUCTIONS TO PROPONENTS

A. DESCRIPTION OF SERVICES

The purpose of this Request for Proposals (RFP) is to invite qualified, experienced proponents to submit proposals for the conduct of service and governance needs assessment of the Pemberton Valley Dyking District (PVDD).

The RFP is intended to provide proponents with sufficient, relevant information about the requested services to enable them to submit an appropriate proposal.

Please refer to **Section 3** Project Details.

B. TERM

The term of the Contract is to commence on or around September 9, 2024 and will continue until completion of the project. It is currently estimated that this project will take four to six months to complete. An estimation of the associated milestones in order to arrive at the start date for the successful proponent is below:

Milestone	Date
RFP closes:	July 31, 2024
Evaluation period of eligible proposals by the evaluation committee:	August 1-16, 2024
The evaluation committee selects a preferred proponent by this date:	August 19, 2024
The SLRD and the preferred proponent negotiate contract terms (including finalized project schedule with key milestones and finalized work plan), leading to finalized consulting services agreement by this date:	August 19-September 5, 2024
If negotiations are successful, the SLRD and the consultant sign consulting services agreement by this date:	September 6, 2024

C. RFP DOCUMENTS

The RFP document package is available for downloading in Portable Document Format (PDF) at:

- the SLRD website at <https://www.slrd.bc.ca/inside-slrd/contracting-opportunities/request-proposals-quotations-tenders>; and
- BC Bid at [BC Bid Portal: BC Bid \(gov.bc.ca\)](https://www.bcbidportal.com) by browsing for opportunities by organizations and selecting Squamish–Lillooet Regional District.

D. QUERIES

Queries and requests for clarification related to this RFP are to be submitted, in writing (via email only), to the Contact Person:

Kristen Clark, Director of Strategic Services
Squamish-Lillooet Regional District
E-mail: kclark@slrd.bc.ca

The SLRD will determine, at its sole discretion, whether queries require responses and such responses will be made available to all by issue of addenda posted on BC Bid and the [SLRD website](#) . No verbal conversation will affect or modify the terms of this RFP.

E. CLOSING DATE AND TIME

Proposals must be received by the SLRD via email on or before 4:00 p.m. local time on Wednesday, July 31, 2024. Late proposals will not be accepted. Proposals in paper form will not be accepted.

F. PROPOSAL FORMAT

The SLRD requests that the following format and sequence be followed in order to provide consistency in considering Proposals.

- Title Page, including RFP title, Proponent's name, address, phone number, email address, and name of representative and form of business organization (sole proprietorship, partnership, corporation, corporation number etc.);
- Proponent's section (see Page 2 of this document) *as filled out, signed and dated by the Proponent*;
- Letter of Introduction (1 page), identifying the Proponent, the key contacts and their contact information, previous experience in similar projects and contact information for references;
- The body of the proposal, including your approach and methodology with regard to the project, and a cost breakdown

G. SUBMISSION OF PROPOSALS

Proposals must be submitted to the SLRD in electronic form via email to kclark@slrd.bc.ca. Paper documentation will not be accepted. Submissions must be less than 150 MB. Any submission greater than 150 MB must be separated into 2 emails.

H. EVALUATION OF PROPOSALS

Proposals will be evaluated to determine best overall value to the SLRD. The evaluation team will assess each Proponent's ability to fulfill the scope of work. Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

The SLRD will be under no obligation to receive further information, whether written or oral, from any Proponent. The SLRD is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.

The evaluation team may consist of SLRD employees, contractors to the SLRD and others as may be appointed to the evaluation team by the SLRD.

Criteria		Assigned Points	Points
Proponent	Qualifications of corporation/individual/team members	15	
	Related experience of the corporation/individual/team members, including an understanding of local governments/regional districts and the operating context	15	
	Demonstrated experience in delivering project recommendations that achieve a balanced incorporation of the values and interests of stakeholders. This includes the ability to deliver this project in a fair and unbiased manner.	15	
Proposal	Methodology/Scope of Work (innovative strategies)	25	
	Understanding of Objectives/Needs	15	
	Consultation Process Experience	10	
	Cost	5	
TOTAL		100	

To assess corporate/individual experience in the *Weighted Criteria* listed above, proposals must include:

- A description of the Proponent’s specific experience with governance and consultation practices in general and, more specifically, with regional district and/or local government governance practices.
- The methodology/workplan the Proponent intends to use to conduct the governance audit and review.
- Any associated innovation and/or value-added benefits.
- A list and brief description of up to five (5) previous and/or current projects or engagements that are relevant to this project that have been completed within the last five (5) years by the Proponent.
- A list of three (3) local government (or similar) clients for which the Proponent has performed similar consultant services within the last five (5) years.

3. PROJECT DETAILS

A. SCOPE OF WORK

Please see Schedule “B” – Scope of Work.

B. BACKGROUND INFORMATION

The Pemberton Valley Dyking District (PVDD) is an improvement district responsible for providing flood protection services in the Pemberton Valley that benefit the Village of Pemberton (Village), portions of the Squamish-Lillooet Regional District Area C (SLRD) and Lílwat Nation lands.

The PVDD manages and maintains 44 km of dikes, 25 km of drainage ditches, over 30 culverts and flap gates, and 16 km of bank armoring in the valley as well as sediment management in all major rivers and creeks that is required to maintain dike free board. The PVDD has also installed water monitoring gauges on Miller Creek, Green River, Birkenhead River, Arn Canal, North Arm Channel, Ryan Creek and has data sharing arrangements with run-of-river hydroproducers to support water level forecasts. The PVDD also has a strong community engagement and communications function.

The PVDD is supported by a diking tax on benefiting properties defined in its Letters Patent that is understood to raise approximately \$1,500,000 annually (2022) from the diking district's ratepayers. The PVDD and communities in the Pemberton Valley have collectively received over \$5 million in provincial grants since 2016 for various flood related mapping, assessment, and planning work.

In 2019 the Pemberton Valley Emergency Management Committee (PVEMC) was formed to address flooding concerns in the Pemberton Valley. The parties to the committee are the Village, SLRD, Lílwat Nation and PVDD.

The purpose of the proposed service and governance needs assessment is for a third party to examine PVDD's organizational capacity to provide and administer the dyking service and to examine options for the governance and provision of the service to benefit interested partners into the future.

The study area is the areas of the Pemberton Valley Dyking District, Village of Pemberton, Lílwat Nation, and the applicable portion of Electoral Area "C" of the Squamish-Lillooet Regional District.

C. TERMS OF PAYMENT

The Proponent must specify in the Proposal the terms of payment required for the duration of the project (if more frequent than a monthly invoicing cycle.)

D. COSTS

The maximum budget for the project is **\$28,000**, inclusive of all fees and authorized disbursements.

The Proponent will provide an hourly rate for all work necessary to complete the scope of work as well as a forecast of the total cost to complete (inclusive of all fees and authorized disbursements, as set out in Schedule "C").

4. **GENERAL CONDITIONS**

A. INSURANCE

The Proponent shall obtain and continuously hold for the term of the contract the following insurance coverage:

- Commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate, with the SLRD listed as an "Additional Insured";
- Automobile liability insurance providing coverage on all vehicles owned, operated or licensed in the name of the Proponent in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, death and damage to property;

B. WORKSAFEBC

The Proponent must provide proof of WorkSafeBC coverage (or if applicable proof that WorkSafeBC coverage is not required) and remain in good standing during the term of the contract.

C. COMPLIANCE

The work to be carried out must comply with and be in accordance with all provincial and local government laws, permits, regulations and policies.

D. INDEMNITY

Except to the extent arising out of the negligent acts or omissions of the SLRD and its directors, officers, employees, volunteers, contractors, agents, successors and assigns, as determined by a court of competent jurisdiction, the Proponent/Contractor shall release, indemnify and save harmless the SLRD and its directors, officers, employees, volunteers, contractors, agents, successors and assigns from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Proponent/Contractor, its employees, agents, or assigns in the performance of the Services herein, as determined by a court of competent jurisdiction. This release and indemnity shall survive notwithstanding the completion of the Services under this Agreement and/or the expiry or termination of this Agreement.

The indemnity provided by the Proponent/Contractor to the SLRD will not in any way be limited or restricted by the insurance requirements or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

5. SCHEDULES

SCHEDULE "A" – Acknowledgment Letter

SCHEDULE "B" – Scope of Work

SCHEDULE "C" – Costs

SCHEDULE "D" – Draft Consulting Services Agreement

SCHEDULE “A” – ACKNOWLEDGEMENT LETTER

(Please complete and return immediately)

The undersigned will be sent any amendments or addenda in respect of the Request for Proposals: *Service and Governance Needs Assessment of the Pemberton Valley Dyking District*.

I/We presently intend to provide a Proposal in respect of the Request for Proposals - *Service and Governance Needs Assessment of the Pemberton Valley Dyking District*.

Signature	Company/Business Name
Name (please print)	Address
Title	City
Phone Number	Mobile Phone Number
Date	E-Mail Address

Please return to:
Kristen Clark, Director of Strategic Services
Squamish-Lillooet Regional District
Email: kclark@slrd.bc.ca

SCHEDULE “B” – SCOPE OF WORK

(Note: the term “Contractor” below refers to the successful Proponent)

The Service and Governance Needs Assessment of the Pemberton Valley Dyking District would look at:

- The existing governance and administrative framework for service delivery by the PVDD (e.g., trustee elections, how the PVDD makes decisions, administers and operates the dyking service);
- The service area and mandate of the PVDD (e.g., how this is defined) and those benefitting from the service (e.g., are service levels fairly equitable to the different areas of the service; are there properties excluded that benefit; how is the service funded – tax base and funding moving forward);
- The short-term and long-term needs for governance and delivery of the dyking service (e.g., corporate knowledge transfer; pressures on the dyking service in terms of population growth, scope or expansion; future demands on the service);
 - Corporate governance includes authority, accountability and control of direction of the dyking service.
 - Operation or service delivery includes the coordination and management of resources to provide the dyking service.
- The views of Lílwat Nation, Village of Pemberton, and SLRD on their involvement in the dyking service and decision-making, (e.g., their views and interests in the long and short-term actions for the service and how it evolves over time);
- How do the interested partners work together to support the dyking service and the role/impact of the Pemberton Valley Emergency Management Committee with PVDD;
- Shared goals for dyking service optimization and identifying gaps in service (e.g., is the way the service currently set up optimal for all interested partners and those benefitting from the service and also financially for the dyking service);
- How do the policy decisions of the interested partners (e.g., planning and economic development) impact the PVDD service;
- What are the liability concerns of the PVDD, Lílwat Nation, Village of Pemberton and SLRD;
- Options analysis for the service in the future (e.g., pros and cons of each option);
- Recommended next steps for the PVDD.

The Service and Governance Needs Assessment of the Pemberton Valley Dyking District does not include:

- Access by the PVDD to senior level government grants; and
- Operational/technical aspects of the dyking service (e.g., dyke or infrastructure maintenance; new infrastructure needed).

The objectives of the Service and Governance Needs Assessment of the Pemberton Valley Dyking District are:

- Summarize how governance, administration, and operation of the dyking service is currently conducted by PVDD.
- Identify the interested partners and their level of involvement in the dyking service (must include Village of Pemberton, Lílwat Nation and Squamish-Lillooet Regional District).
- Based on feedback gathered from interested partners, summarize strengths, gaps, overlaps, and challenges of the current dyking service model in the Pemberton Valley.
- Develop a shared understanding between the interested partners (if possible) of what 'service optimization' means in the context of dyking service in Pemberton Valley.
- Identify options for governance and administration of the dyking service for the benefit of all interested partners.
- Identify reasonable next steps, should the PVDD, Village, SLRD, and Lílwat Nation jointly agree to move forward with an option.

The final report should include, but is not limited to, the following components:

- Background: an overview of the purpose of the assessment and report contents; analysis of interested partners; data collection; and methodologies.
- Research Results: summary of consultations with interested partners; shared service optimization goals identified by partners; analysis of the governance and operation of the dyking service and examination of future options; evaluation criteria used to decide on options based on service optimization goals; and summary of service model research.
- Conclusions and Next Steps: clear summary of report findings and limitations, or other conclusions; and proposed next steps for each of the recommended options if implementation were to proceed.

(continued next page)

The following deliverables and associated estimated completion dates are below:

Milestone/Deliverable	Estimated Completion Date
Work starts by this date:	September 9, 2024
<i>(Estimated schedule)</i> *The consultant to deliver the first interim progress report (including results of the analysis and summary of the service optimization goals of interested partners if available) to the SLRD for review/comment by this date: <i>Note: The SLRD will distribute the interim report to the partners for review/comment.</i>	October 15, 2024
<i>(Estimated schedule)</i> *The consultant to deliver the second interim progress report (including partner engagement summary and research findings if available) to the SLRD for review/comment by this date: <i>Note: The SLRD will distribute the interim report to the partners for review/comment.</i>	November 25, 2024
<i>(Estimated schedule)</i> *The consultant to deliver the draft final report to the SLRD for review/comment by this date: <i>Note: The SLRD will distribute the draft final report to the partners for review/comment.</i>	January 20, 2025
<i>(Estimated schedule)</i> *The consultant to deliver the final report to the SLRD by this date: <i>Note: The SLRD will distribute the final report to the partners.</i>	February 10, 2025
<i>(Estimated schedule)</i> The consultant to present final report to the SLRD Board and the Pemberton Valley Emergency Management Committee (PVEMC) by this date:	To be confirmed (aligned with SLRD Board and PVEMC meeting schedules)

**All estimated dates are subject to finalization during contract negotiations.*

SCHEDULE "C" – COSTS

Proponent hourly rate: _____

Total project cost inclusive of all fees and authorized disbursements: _____

Terms of Payment (if more frequent than monthly): _____

SCHEDULE “D” – DRAFT CONSULTING SERVICES AGREEMENT

Please see attached consulting services agreement.

Draft CONSULTING SERVICES AGREEMENT

THIS AGREEMENT dated for reference XXXXXXXX, 2024

BETWEEN:

SQUAMISH-LILLOOET REGIONAL DISTRICT, a regional district created by letters patent through provincial legislation

(the "Regional District")

AND:

XXXXXX, having an office at XXXXXXXXXX

(the "Consultant")

GIVEN THAT:

- A. The Regional District wishes to engage the Consultant for the provision of services as described in the Request for Proposals: Service and Governance Needs Assessment of the Pemberton Dyking District, issued by the Regional District on or about XX, 2024; and
- B. The Consultant wishes to provide such services to the Regional District in accordance with the terms and conditions of this Agreement;

This Agreement is evidence that in consideration of the promises exchanged below, the Regional District and the Consultant agree with each other as follows:

Definitions

1. In this Agreement, in addition to the words defined above,
 - (a) "Terms of Reference" means:
 - (i) the Scope of Work and the Project Timeline as set out in the RFP; and
 - (ii) Consultant's Proposal dated XXXX submitted in response to the RFP and as accepted by the Regional District and attached here as Schedule "A",both of which form part of this Agreement. In the event of an inconsistency between this Agreement and the Terms of Reference, this Agreement shall prevail and in the event of an inconsistency between subsection 1(a)(i) and subsection 1(a)(ii), subsection 1(a)(i) shall prevail; and
 - (b) "Services" means the acts, services and work described in the Terms of Reference and all acts, services and work necessary to achieve the objectives set out in the Terms of Reference.

Services to be Performed by the Consultant

2. The Consultant agrees to perform the Services during the Term, in accordance with the Terms of Reference, on the terms and conditions of this Agreement.

Term

3. The term of this Agreement commences on or about XXXXX, 2024 and ends on XXXXX, 2024 (the "Term"), unless terminated earlier in accordance with this Agreement. The term of this Agreement may be extended in the sole discretion of the Regional District.

Warranty as to Quality of Services

4. The Consultant represents and warrants to the Regional District that it will perform the Services:

- (a) with that degree of care, skill, diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
- (b) in accordance with sound current professional practices;
- (c) in compliance with all applicable enactments and laws and in compliance with all codes, rules, regulations and standards of any relevant professional or industry organization or association; and
- (d) with personnel who have the education, training, skill, and experience necessary to perform the Services and such personnel as noted in the Terms of Reference will perform the Services under this Agreement,

and the Consultant acknowledges and agrees that the Regional District has entered into this Agreement relying on the representations and warranties in this section.

Remuneration

5. In consideration of the Services performed by the Consultant to the satisfaction of the Regional District and in strict conformance with the terms hereof, the Regional District must pay the Consultant the fees prescribed on page XX of Schedule A, plus applicable taxes, and in accordance with this Agreement. For clarity, the maximum contract value for fees hereunder shall be \$XXXXXX plus applicable taxes.

Invoices

6. Not more than once each month, the Consultant may deliver an invoice to the Regional District, in respect of the immediately preceding month, setting out the aggregate amount of fees claimed for Services performed in that preceding month.

Payment by the Regional District

7. The Regional District must, to the extent it is satisfied the fees are for Services reasonably and necessarily performed by the Consultant and subject to section 9 and subject to any right of set-off

that the Regional District may have, pay the Consultant the fees claimed in the invoice delivered in accordance with section 6, within 30 days after delivery of the invoice to the Regional District.

Termination or Suspension at the Discretion of the Regional District

8. Despite any other section of this Agreement, the Regional District may, in its sole discretion, terminate or suspend all or any part of the Services by giving the Consultant notice of termination or suspension, as the case may be, with such effective date of termination or suspension so noted thereon. If the Regional District terminates or suspends all or part of the Services under this section, then the Consultant is entitled to deliver an invoice to the Regional District for the period between the end of the time period for which the last invoice was delivered by the Consultant under section 6 and the effective date of termination or suspension. The Regional District must, to the extent that it is satisfied the fees are for Services reasonably and necessarily performed by the Consultant, pay the Consultant the fees claimed in such invoice, within 30 days after delivery of such invoice to the Regional District. The Consultant is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all or any part of the Services.

Termination for Breach

9. Despite any other section of this Agreement, the Regional District may, by giving the Consultant notice of termination, immediately terminate all or any part of the Services, if the Consultant:

- (a) is in breach of this Agreement and within 5 days of receiving notice of such breach from the Regional District, the Consultant has not cured the breach or is not, to the satisfaction of the Regional District in its sole discretion, diligently pursuing a cure for the breach; or
- (b) becomes bankrupt or insolvent, a receiving order is made against the Consultant, an assignment is made for the benefit of the Consultant's creditors, or the Consultant takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the Regional District, if the Regional District terminates all or any part of the Services under this section, the Regional District may arrange, upon such terms and conditions and in such manner as it considers appropriate, for performance of any part of the Services remaining to be completed, and the Consultant is liable to the Regional District for any expenses reasonably and necessarily incurred by the Regional District in engaging the services of another person to perform those Services. The Regional District may set off against, and withhold from amounts due to the Consultant such amounts as the Regional District determines, acting reasonably, are necessary to compensate and reimburse the Regional District for the expenses described in this section.

Confidential Information

10. Except as required by law, the Consultant must not, during or after the Term, divulge or disclose any secret or confidential information, or any information that the Consultant receives in connection with this Agreement which in good faith or good conscience ought not be disclosed.

Records

11. The Consultant must:

- (a) keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which must at all reasonable times be open to audit and inspection by the Regional District, which may make copies and take extracts from the accounts and records;
- (b) keep reasonably detailed records of performance of the Services by the Consultant, which must at all reasonable times be open to inspection by the Regional District, which may make copies and take extracts from the records;
- (c) afford facilities and access to accounts and records for audit and inspection by the Regional District and must furnish the Regional District with such information as the Regional District may from time to time require regarding those documents; and
- (d) preserve and keep available for audit and inspection, all records described in subsections 11(a) through (c) for at least two years after completion of the Services or termination of this Agreement, whichever applies.

Delivery of Records

12. If the Regional District terminates all or part of the Services under this Agreement, the Consultant must immediately deliver to the Regional District, without request, all Services-related documents in the Consultant's possession or under its control.

Ownership of Intellectual Property

13. By this section, the Consultant irrevocably grants to the Regional District the unrestricted licence for the Regional District to use all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. The Consultant agrees that the licence granted by this section shall exist in perpetuity notwithstanding the expiry or early termination of this Agreement and includes the right for the Regional District, at any time, to adapt, use and modify all such technical information and intellectual property for the Regional District's uses. Each of the project partners and the Province of British Columbia may, at their discretion, post the final report on their respective websites.

Agreement for Services

14. This is an Agreement for the performance of services and the Consultant is engaged under the Agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this Agreement, neither the Consultant nor any of its employees, contractors and representatives is engaged by the Regional District as an employee or agent of the Regional District. The Consultant is solely responsible for any and all remuneration and benefits payable to its employees, contractors and representatives, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax. This Agreement does not create a joint venture or partnership, and the Consultant has no authority to represent or bind the Regional District in any way.

Conflict of Interest

15. The Consultant must not perform, for gain, any services for any person other than the Regional District, or have an interest in any contract other than this Agreement, if the Regional District determines, acting reasonably, that performance of the services, or the Consultant's interest in the contract, creates a conflict of interest between the obligations of the Consultant to the Regional District under this Agreement and the obligations of the Consultant to the other person or between the obligations of the Consultant to the Regional District under this Agreement and the Consultant's pecuniary interest.

Assignment of Agreement/Subcontracting of Services

16. The Consultant must not assign this Agreement (or any part thereof) or subcontract any or all of the Services to be performed under this Agreement without the prior written consent of the Regional District, such consent may be unreasonably withheld. The Regional District may refuse its consent if, among other reasons, it is not satisfied that the proposed assignee or proposed subcontractor, as the case may be, has the education, training, skill, experience or corporate resources necessary to perform the Services. Any assignment or subcontract duly consented to by the Regional District does not relieve the Consultant from any obligation already incurred or accrued under this Agreement or impose any liability upon the Regional District.

Time of the Essence

17. Time is of the essence of this Agreement.

Release and Indemnification

18. Except to the extent arising out of the negligent acts or omissions of the Regional District and its directors, officers, employees, volunteers, contractors, agents, successors and assigns, as determined by a court of competent jurisdiction, the Consultant shall release, indemnify and save harmless the Regional District and its directors, officers, employees, volunteers, contractors, agents, successors and assigns from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full

amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Consultant and its directors, officers, employees, volunteers, agents, successors and assigns in the performance of the Services herein, as determined by a court of competent jurisdiction. This release and indemnity shall survive notwithstanding the completion of the Services under this Agreement and/or the expiry or termination of this Agreement.

Insurance Requirements

19. The Consultant must obtain and maintain:

- (a) Automobile liability insurance coverage throughout the Term in an amount not less than \$2,000,000;
- (b) Commercial general liability insurance throughout the Term providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services an amount not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate and shall meet the following requirements:
 - (i) name the Regional District as additional insured;
 - (ii) include blanket contractual liability coverage, cross liability, and severability of interest;
 - (iii) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
 - (iv) be primary without right of contribution from any insurance carried by the Regional District, and will stipulate that it shall not be cancelled or materially changed without first providing thirty (30) days written notice to the Regional District.
 - (v) stipulate that it not be cancelled or materially changed without the insurer providing the Regional District with 30 days written notice stating when such cancellation or change is to be effective;
 - (vi) include a deductible not greater than \$5,000 per occurrence;
 - (vii) be on other reasonable terms acceptable to the Regional District.

The Consultant must provide the Regional District with certificates of insurance confirming the placement and maintenance of such insurance at the signing of the Agreement and thereafter as requested to do so from time to time by the Regional District. If the Consultant's insurance expires or terminates before the end of the Term, the Consultant must deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect.

The above insurance requirements do not in any way reduce the Consultant's obligations to release and indemnify the Regional District as set out in section 18 of this Agreement.

WorkSafeBC

20. The Consultant must provide proof of WorkSafeBC coverage (or if applicable, proof that WorkSafeBC coverage is not required) within 5 days of signing this Agreement and as may be required by the Regional District from time to time throughout the Term. The Consultant is responsible for all fines, levies, penalties and assessments made or imposed under the Workers Compensation Act and regulations relating in any way to the Services.

21. The Consultant must take all precautions reasonably necessary to ensure the safety of the Consultant's personnel and all persons employed, contracted or subcontracted by the Consultant to perform the Services.

Severability

22. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever as determined by a competent court of law, such term or provision shall be severable and the same shall not affect the validity of the remainder of this Agreement

Notice

23. Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

To the Regional District:

Squamish-Lillooet Regional District
1350 Aster Street, Box 219, Pemberton, B.C., V0N 2L0
Fax Number: (604) 894-6526
E-mail Address: kclark@slrd.bc.ca
Attention: Kristen Clark, Director of Strategic Service

To the Consultant:

XXXXXX
XXXXXX
Fax number: XXXXXXXX
E-mail Address: XXXXXXXX
Attention: XXXXXXXX

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

Interpretation and Governing Law

24. In this Agreement

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- (c) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- (e) reference to a month is a reference to a calendar month; and
- (f) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

25. This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

Binding on Successors

26. This Agreement enures to the benefit of and is binding upon the parties and their respective executors, successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

Entire Agreement

27. This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

Waiver

28. Waiver of any breach by a party must be express and in writing to be binding on that party, and a waiver of a particular breach does not operate as a waiver any future breach, whether of a like or different character.

Freedom of Information and Protection of Privacy Act

29. The Consultant understands that the Regional District is subject to the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165 and agrees that this Agreement and the information it contains, and any information supplied by the Consultant to the Regional District in connection with this Agreement, is not implicitly confidential for the purposes of that enactment.

30. The Consultant understands that this Agreement, and the information it contains, may be the subject of an access to information request made to the Regional District under the *Freedom of Information and Protection of Privacy Act* and the Regional District may be obliged by that enactment to disclose all or part of this Agreement and the information it contains and all or part of any information the Consultant supplied to the Regional District in connection with this Agreement, whether or not the Consultant has expressly stipulated that the information in question is confidential for the purposes of that enactment

Counterparts

31. This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by email or electronic facsimile transmissions will be deemed to be an original, and such counterparts together will constitute one and the same instrument and notwithstanding the date or dates of execution will be deemed to bear the date as set forth below.

As evidence of their agreement to be bound by the above terms and conditions of this Agreement, the parties have executed this Agreement below, on the respective dates written below.

SQUAMISH-LILLOOET REGIONAL DISTRICT by its authorized signatory:

Kristen Clark
Director of Strategic Services

XXX by its authorized signatory:

XXXXXXXXXX
[Title]

Schedule "A"

TERMS OF REFERENCE

[Consultant's Proposal as accepted by the Regional District is attached.]