

Squamish-Lillooet Regional District Request for Proposals Fire Services Coordinator

Issue date: January 9, 2014

Closing Date & Time: 4:30 PM, Thursday, January 30, 2014

REGIONAL DISTRICT CONTACT PERSON: All enquiries related to this Request for Proposals (RFP), including any requests for information and clarification, are to be directed, in writing, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the Regional District's option.

Peter DeJong, Director of Administrative Services
Squamish Lillooet Regional District
Box 219, Pemberton, BC V0N 2L0
Fax: 604-894-6526
Email: pdejong@slrd.bc.ca

DELIVERY OF PROPOSALS:

Proposals may be sent by courier, mail, or email. Proposals may not be sent by fax. Proposals are to be submitted to the Closing Location as follows:

Squamish-Lillooet Regional District
1350 Aster Street,
Pemberton, B.C. V0N 2L0
Attention: Peter DeJong, Director of Administrative Services
Email: pdejong@slrd.bc.ca
(the "Closing Location")

It is strongly recommended that Proponents verify receipt of their proposal prior to the Closing Time.

PROPONENTS' MEETING:

A Proponents' meeting **will** be held on:

Not Applicable

Note: Minutes of the meeting will be distributed to those Proponents who have returned the Receipt Confirmation Form. Attendance is optional. Oral questions will be allowed at the Proponents' meeting. However, questions of a complex nature, or questions where the Proponent requires anonymity, should be forwarded in writing, prior to the meeting, to the Contact person designated above.

PROPONENT SECTION:

The Proponent or a person authorized to sign on behalf of the Proponent **must** complete and sign the Proponent Section (below), leaving the rest of this page otherwise unaltered, submitted as part of the proposal. The originally signed copy of this page must be mailed or otherwise delivered to the Closing Location, but may be received after the Closing Time, provided a copy has been received by the Regional District via email or fax by the Closing Time.

The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal I/we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and of no force or effect. I/We have carefully read and examined the Request for Proposals, including the Definitions and Administrative Requirements Section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. I/We agree to be bound by statements and representations made in this proposal.

<i>Signature of Authorized Representative:</i>	Legal Name of Proponent (and Doing Business As Name, if applicable):
<i>Printed Name of Authorized Representative:</i>	<i>Address of Proponent:</i>
<i>Title:</i>	
<i>Date:</i>	<i>Authorized Representative phone, fax or email address (if available):</i>

A. Definitions and Administrative Requirements

1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) "Contract" means the written agreement resulting from this Request for Proposals executed by the Regional District and the Contractor;
- b) "Consultant" or "Contractor" means the successful Proponent to this Request for Proposals who enters into a written Contract with the Regional District;
- c) "must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- d) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
- e) "Regional District" or "SLRD" means the Squamish-Lillooet Regional District;
- f) "Request for Proposals" or "RFP" means the process described in this document; and
- g) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by the Regional District. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and of no force or effect.

3. Additional Information Regarding the Request for Proposals

Proponents are advised to fill out and return as soon as possible the attached Appendix "A" to this RFP. This form may be delivered by fax or email and will facilitate the further receipt by the Proponent of Addenda to the RFP, if any.

4. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before Closing Time will be considered to have been received on time. Late proposals may not be accepted and may be returned to the Proponent. In the event of a dispute, the proposal receipt time as recorded at the Closing Location shall prevail whether accurate or not. Proponents are strongly advised to verify receipt of their proposal by the SLRD prior to the Closing Time.

5. Eligibility

- a) Proposals may not be evaluated if the Proponent's current or past corporate or other interests may, in the Regional District's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Regional District Contact Person listed on page 1 prior to submitting a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

6. Evaluation

Evaluation of proposals will be by the staff of the Regional District but may include contractors, consultants and other of the Regional District. All personnel will be bound by the same standards of confidentiality. The Regional District's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

7. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the Regional District may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to reissue the RFP or terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

8. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing with the Regional District, which may, at the SLRD's option, be conducted via telephone or email.

9. Alternative Solutions

If alternative solutions are offered, the Proponent should consult with the Regional District Contact Person on page 1 prior to submitting the proposal.

10. 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 irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Regional District for purposes of clarification.

11. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Regional District, if any. Regardless of whether or not the Regional District elects to reject all proposals, the Regional District will not be liable to any Proponent for any claims, whether for expenses, 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.

12. 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 its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

13. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the Closing Date. The accuracy and completeness of proposals shall be the sole responsibility of each Proponent and any errors or omissions shall be corrected at the Proponent's expense.

14. Firm Pricing

Prices will be firm for the entire Contract period unless this Request for Proposals specifically states otherwise.

15. Currency and Taxes

Prices quoted are to be:

- a) in Canadian dollars;
- b) inclusive of all fees and disbursements; and
- c) inclusive of applicable taxes.

16. Completeness of Proposal

By submission of a proposal the Proponent warrants that, if this Request for Proposals 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 Consultant at no charge.

17. Subcontracting

- a) Using a subcontractor (who must be clearly 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 clearly defined in the proposal.
- b) Subcontracting to any firm or individual whose current or past corporate or other interests may, in the Regional District's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals may not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 1 prior to submitting a proposal.
- c) The names of approved sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made, to this list in the Contract without the written consent of the Regional District.

18. Acceptance of Proposals

- a) This Request for Proposals should not be construed as an agreement to purchase goods or services. The Regional District is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The Regional District will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a 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 by-law.

19. 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.

20. Contract

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Regional District in substantially the terms set out in Appendix D.

21. Liability for Errors

While the Regional District has used considerable efforts to ensure information in this Request for Proposals is accurate, the information contained in this Request for Proposals is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposals.

22. Modification of Terms

The Regional District reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel, modify or re-issue this Request for Proposals at any time prior to entering into a Contract with a successful Proponent.

23. Ownership of Proposals

All proposals submitted to the Regional District become the property of the Regional District. They will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposals.

24. Use of Request for Proposals

Any portion of this document, or any information supplied by the Regional District in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal, **the Proponent agrees to hold in confidence all information supplied by the Regional District in relation to this Request for Proposals.**

25. Reciprocity

The Regional District may consider and evaluate any proposals 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.

26. No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Regional District, including the members of the evaluation team and any elected officials of the Regional District, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by the Regional District herein or otherwise.

27. Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, 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 Proponents to provide the Regional District with personal information of employees or subcontractors who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those persons before forwarding such personal information to the Regional District. Such written consents are to specify that the personal information may be forwarded to the Regional District for the purposes of responding to this RFP and use by the Regional District for the purposes set out in the RFP. The Regional District may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Regional District.

B. Proposal Requirements

1. Summary of the Requirement

The Squamish-Lillooet Regional District (SLRD) recently undertook a review of its fire services involving an assessment of:

- a. governance structures, including fire service establishment policies, bylaws, statutory responsibilities and liabilities, and contractual and other liabilities;
- b. operational requirements and policies; and
- c. administrative responsibilities and oversight.

One of the recommendations coming out of this review was to create a Fire Services Coordinator contract position for a period of 1 year to assist with the reorganization of the SLRD's fire services and the implementation of the balance of the recommendations.

The ideal candidate for this position will offer recent experience with a fire department in British Columbia as a certified training officer, safety officer or community fire services coordinator and will bring fluency with applicable WCB regulations, NFPA standards and fire department operations. A clear understanding of the fire service in BC, the requirements of the insurance industry, the role of the Fire Commissioner, and the functional requirements of regional districts will be of great value.

2. Regional District Situation/Overview

2.1 Background: The Squamish-Lillooet Regional District covers some 16,000 square kilometres from the northern border of Metro Vancouver at Lions Bay to the communities at Pavilion Lake northeast of Lillooet, and to the Upper Bridge River communities of Gold Bridge, Bralorne and Gun Lake to the northwest of Lillooet. There are four Electoral Areas (A, B, C, and D) and member municipalities include Squamish, Whistler, Pemberton and Lillooet, each of which operates its own municipal fire department. Except to the extent that these municipal fire departments may provide fire protection services under mutual or automatic aid agreements, or limited other forms of service, they are not included under the terms of reference for this RFP.

Within the electoral areas of the SLRD, there are many unincorporated communities and, over time, some have developed fire departments. Generally, this development has followed the traditional society model of service delivery. For its part, the Regional District has assisted the establishment of fire

protection services in these areas by adopting bylaws to raise funds through tax requisitions for fire protection purposes.

There are presently 6 established fire protection areas with volunteer fire departments operating in the SLRD electoral areas, not including those areas immediately adjacent to the Village of Pemberton and the District of Lillooet serviced by those municipalities:

- a. Howe Sound East (Porteau, Furry Creek, & Britannia Beach);
- b. Garibaldi (Black Tusk Village & Pine Crest Estates);
- c. Birken;
- d. Seton Portage/Shalalth;
- e. Bralorne;
- f. Gun Lake.

[See Map at Appendix B]

The Fire Services Coordinator will also be expected to consider the needs of the SLRD fire protection service areas around Pemberton and Lillooet, which are currently serviced by those municipalities.

2.2 Governance Structures: The manner in which fire protection services are structured in the SLRD is inconsistent with respect to bylaw form and function. It is also inconsistent with respect to oversight and supervision by the SLRD. These considerations have major impacts on both the governance and operation of each fire department.

In 2008, the SLRD Board adopted Bylaw 1110 – 2008, a Bylaw to Regulate Fire Protection Services Throughout the Squamish-Lillooet Regional District [see Appendix C]. This bylaw established Regional Fire Departments in accordance with Schedule “A” to the Bylaw and provided them with the necessary authority to operate within their own service area boundaries. Provisions were made for the appointment of Fire Chiefs by the Board, along with the powers specified by s.522 of the *Local Government Act*.

Presently, only the Britannia Beach and Garibaldi fire departments are operating under the regulatory umbrella of Bylaw 1110. The other four fire departments are operated by societies. The Fire Services Coordinator will be expected to work through the options recommended by the Fire Services Consultants with staff, the elected officials and the affected fire departments and their communities to establish strategic direction and strengthen the relationships between the SLRD and each of the fire departments.

The Fire Services Coordinator will also take into account the manner and extent to which regional district fire departments are governed, empowered, or otherwise impacted by the *BC Fire Code*, the *Fire Services Act*, the *Wildfire Act and Regulations*, the *Open Burning Smoke Control Regulation*, and the *Occupational Health and Safety Regulation of the Workers Compensation Act*.

2.3 Operational Requirements and Policies:

The successful proponent will be required to ensure compliance with statutory requirements for the operation of fire services in BC and implement an SLRD Occupational Health and Safety Program and a set of region-wide Standard Operating Guidelines (SOGs) provided by the Fire Services Consultants and assist each fire department in creating and implementing department-specific SOGs as necessary along with policies intended to support the strategic direction of fire services in the Regional District.

2.4 Administrative Responsibilities and Organizational Issues: Given the increasingly stringent requirements being placed on volunteer fire departments to comply with statutory and other obligations regarding training and record keeping in particular, there is a need to find ways to ensure that they are adequately supported in the tasks that are required of them, and that there are also the necessary and appropriate controls and supervision.

The Fire Services Coordinator will provide appropriate support and guidance with respect to administrative and organizational issues and especially regarding training and record keeping. He or she will assist in the development/purchase and implementation of a Records Management System for all departments to use, with back-of-house reporting to and/or administration by the SLRD. The Regional District must be able to access and ensure the currency of the record keeping of each volunteer fire department operating in its electoral areas and such a system must be compatible with the reporting available from E-Comm and Surrey Fire Dispatch, the current providers of dispatch services to most of the SLRD fire departments.

2.5 Fire Services Coordinator Terms of Reference: Without detracting from the foregoing, the basic terms of reference for this position are as follows:

- Consider recent Fire Services Review and assessment of existing SLRD fire suppression operations from the perspectives of apparatus, facilities, manpower, safety, training and incident management.
- Assist departments with placement of liability insurance and WorkSafe coverages, where required.

- Assist departments and SLRD with analysis of fire service area optimizations, including potential expansions, amalgamations, adjustments, partnerships and aid agreements with other fire services.
- Assist with the development of a strategic direction for all SLRD fire departments and all fire service areas, including those currently served by the Village of Pemberton, and assist the SLRD and its Fire Services Consultants with creation and/or refinement of policies related to the fire services.
- Assist with community consultation meetings where required.
- Assist with implementation of interim agreements with society operated fire departments.
- Develop and maintain a liaison network between all SLRD fire departments and sub-regional committees and/or electoral area directors.
- Assist SLRD fire departments as a resource with requested information.
- Develop and foster inter-departmental cooperation.
- Be available to assist in the event of a catastrophic event.
- Develop/refine firefighter eligibility/recruiting criteria (i.e. age, experience, area of residence, physical condition, background, etc.).
- Develop fire department specific Operating Guidelines (in addition to region-wide SOGs developed by Fire Services Consultants during recent Fire Services Review process) and assist in their implementation.
- Develop common reporting & recording formats for incident reporting, training records, record-keeping, etc. and determine/implement a new Records Management System.
- Review existing bylaws and, in consultation with fire departments and the SLRD, recommend amendments, as required and if not already recommended during the recent Fire Services Review process.
- Review private fire fighter insurance plans and assess the need for standardization among departments.
- Review effectiveness of, and develop a group purchasing program, as applicable.
- Establish a central resource library and reference center.
- Participate in fire chiefs'/ training officers' meetings.
- Participate in occasional fire department practices and sub-regional and/or electoral area directors committee meetings.
- Develop inter-departmental communication via newsletters, etc.
- Promote camaraderie among SLRD firefighters via letters of recognition, certificates of service, etc.
- Assess all facilities and operations for compliance with WorkSafe BC Regulations, NFPA guidelines and with general operational safety

parameters and recommend areas of change where necessary and not already recommended by the Fire Services Review.

- Develop a risk management program, requiring scheduled inspections of facilities and clear documentation of inspection results, recommended action and follow-up.
- Include safety/ risk management suggestions in newsletters.
- Assist departments in the standardization of training to a common level of firefighting proficiency, specific to the responsibilities of SLRD rural volunteer fire departments.
- Establish and maintain a working liaison relationship with member municipality fire departments.
- Educate departments in the importance of recording frequency, attendance and details of training.
- Assist in SLRD fire department use and optimization of training facilities in nearby communities.
- Assist in the development of “in-house” training programs.
- Assist departments and SLRD in the development of long-range capital replacement planning and budgeting.
- Assist with annual budget preparation.
- Act at all times in a respectful, courteous manner in dealing with the general public and any community stakeholders, the members of the fire departments, and the Regional District and its directors, employees, and agents.

3. Approach

It must be stressed that this is *not* simply a Training Coordinator role, but a multi-functional role. For this purpose, the SLRD, on behalf of its fire services, is seeking an appropriately qualified contractor to provide this support on a one year term contract basis. At this time, the SLRD makes no commitment beyond this one year term. The contractor will report to the Director of Administrative Services and will:

- a) provide their own suitable office space and equipment as well as transportation to carry out the delivery of this program;
- b) secure, as required, any support services deemed necessary to carry out the components of this program, including cellular and internet services;
- c) be prepared to work flexible hours to accommodate meetings, including evening meetings;
- d) travel, as required, throughout the Regional District;
- e) deliver the services within the parameters of the annual budget;
- f) attend Electoral Area Directors Committee and/or Regional District Board meetings, as required; and
- g) maintain accurate and detailed records of all activities.

Proponents are requested to clearly state their available start date.

4. Capabilities

Proponents will be judged primarily on their experience and suitability for the position. The ideal candidate will offer recent experience with a fire department in British Columbia as a certified training officer, safety officer or community fire services coordinator and will bring fluency with applicable WCB regulations, NFPA standards and fire department operations. A clear understanding of the fire service in BC, the requirements of the insurance industry, the role of the Fire Commissioner, and the functional requirements of regional districts will be of great value.

Proponents are encouraged to provide as much detail as possible about their experience, capabilities and characteristics which make them well-suited for this position. The SLRD may consider any and all previous work performed by the proponents, including work previously performed for the SLRD, as well as any references the Proponent may choose to provide. If references are provided, telephone and email contact information shall also be listed. The Capabilities requirement should be addressed as a clearly identifiable section of, or appendix to, the proposal.

5. Price

The Regional District has a limited budget for the scope of work set out herein. Proponents are requested to provide their best *fixed price* based upon this scope of work and to divide the price into separate logical components, if possible. Fixed price proposals should be inclusive of all fees with an estimate as to disbursements and taxes. This is an agreement for independently contracted services and is *not* a contract of employment.

The SLRD may negotiate the final scope of work with the selected Proponent and, if the parties are not successful, may attempt to negotiate an agreement with its next preferred Proponent. Agreements will be in substantially the form of the draft agreement attached as Appendix D. The SLRD reserves the right to reject all proposals and re-issue the RFP, or abandon it altogether.

6. Evaluation

This section details all of the mandatory and desirable criteria against which proposals will be evaluated. Proponents should ensure that they fully respond to all criteria in order to receive full consideration during evaluation.

6.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process:

- a) the proposal must be in English and be received at the closing location before the specified closing time; and
- b) one unaltered, Request for Proposals cover page, including an executed copy of the Proponent Section, must be received with the proposal.

6.2 Desirable Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following desirable criteria in relation to the scope of work outlined above:

- Approach
- Capability
- Price

7. Proposal Format

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent responses and ensure each proposal receives full consideration. All pages should be consecutively numbered and contain:

- a) an unaltered and completed Request for Proposals cover page, including executed Proponent Section as per instructions;
- b) a short executive summary of the key features of the proposal; and
- c) the body of the proposal.

8. Fire Services Review

Upon receipt from each proponent of a signed Appendix "A" (Request for Evaluation Materials and Confidentiality & Non-Disclosure Agreement), the SLRD will send the Proponent a draft of the Fire Services Review.

APPENDIX "A"
REQUEST FOR EVALUATION MATERIALS AND
CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

I, _____, am interested in providing a response to the Request for Proposals issued by the Squamish-Lillooet Regional District ("SLRD") for a Fire Services Coordinator (the "RFP").

I understand that a Fire Services Review (the "Review") was recently conducted by Fire Services Consultants hired by the SLRD. I acknowledge that, while the Review has been shared with the Chiefs and some Officers of the 6 fire departments operating within the SLRD's unincorporated Electoral Areas, it has not yet been made public. I confirm that access to the Review is necessary for me to fully understand the requirements of the RFP and to adequately provide my response to it (the "Permitted Purpose").

I therefore acknowledge and agree that the Review, and any other confidential addenda that may be required (the "Evaluation Materials") will be provided to me for the Permitted Purpose only and will not be copied, transmitted or shared in any way with any other persons, save and except for my lawyer or accountant, or other professional advisor authorized by the SLRD in writing, who needs to know the information for the Permitted Purpose. The term "Evaluation Materials" does not include information which becomes generally available to the public, other than as a result of a disclosure by me or my professional advisors.

I acknowledge that it is a condition of this Agreement that any of my professional advisors who have access to the Evaluation Materials must be informed of the confidential nature of such information and that I shall cause them to treat such information in the strictest confidence. It is understood that I will be responsible for any breach of this Agreement by me or my professional advisors and I further agree that upon your request I will promptly deliver to you all copies of the Evaluation Materials and, furthermore, will destroy all memoranda, notes and other writings based on the Evaluation Materials and prepared by me or my professional advisors.

I agree that no failure or delay by the SLRD in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable herein.

The undersigned agrees to be bound by the terms of this Agreement and acknowledges the sufficiency of the mutual consideration provided in respect thereof.

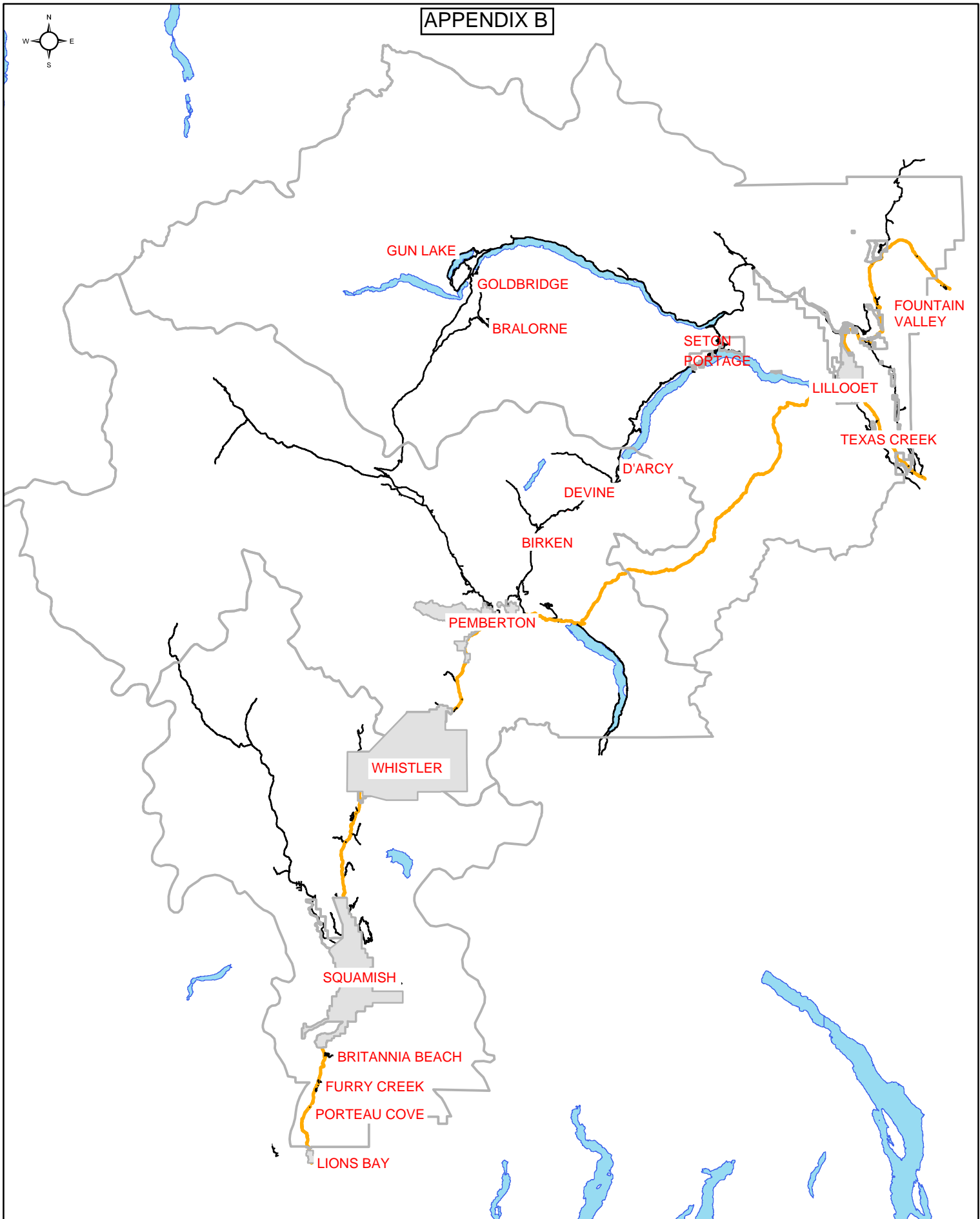
Name: _____ Email: _____

Address: _____ Phone: _____

Signature: _____ Date: _____

Witness Name/Signature: _____ / _____

APPENDIX B



Squamish-Lillooet Regional District

0 5 10 20 Kilometers
+ + + + +



This map is for convenience only. It is not a legal document. Accuracy is not confirmed. All information should be verified with the SLRD Planning Department.

APPENDIX “C”

SQUAMISH-LILLOOET REGIONAL DISTRICT

BYLAW NO. 1110, 2008

A BYLAW TO REGULATE FIRE PROTECTION SERVICES THROUGHOUT THE SQUAMISH-LILLOOET REGIONAL DISTRICT

Pursuant to Local Government Act, RSBC 1996, Chapter 323, (the “Act”) the Board of the Squamish-Lillooet Regional District, in open meeting assembled, enacts as follows:

Citation

1. This bylaw may be cited as “SLRD Fire Protection Services Regulation Bylaw No. 1110, 2008”.

Definitions

2. In this bylaw:

- (a) “Barbeque” means an outdoor cooking appliance fueled by propane, natural gas or charcoal;
- (b) "Board" means the Board of the Squamish-Lillooet Regional District;
- (c) “Camp Fire” means an outdoor fire for cooking, warmth, or ceremonial purposes, maintained within a Fire Pit;
- (d) “Code” means the British Columbia Fire Code, as amended;
- (e) "Dangerous Goods" has the same meaning as “Hazardous Materials” and means any product, substance or organism which is of a highly combustible and flammable, or explosive nature , all as set out in the Transport of Dangerous Goods Act, RSBC 1996, Chapter 458, and any other material which, because of its toxic or other inherent characteristics, constitutes a fire hazard or a hazard to life, safety or health;
- (f) "Fire Chief" means the Fire Chief appointed by the Board for each fire protection service area and includes any person authorized in writing by him to carry out a function under this bylaw;
- (g) “Fire Pit” means an enclosure or surround of non-combustible material no larger than one (1) meter in diameter;

(h) "Fire Protection Service Area" or "Service Area" means the area of a fire protection service as defined in a Fire Protection Service Establishment Bylaw of the SLRD, or any amendments thereto or amalgamations thereof;

(i) "Hazardous Materials" means "Dangerous Goods";

(j) "Incident" means a fire or a situation where a fire or an explosion is perceived to be imminent, or a situation where a hazard to persons or property exists or is perceived to be imminent;

(k) "Officer in Command" means the senior Fire Department member present;

(l) "Permit" means a document issued pursuant to this Bylaw authorizing a person to carry on a procedure or undertaking under certain & specific conditions;

(m) "Person" includes any firm or corporation;

(n) "Regional District" means The Squamish-Lillooet Regional District and the area within its corporate boundaries;

(o) "Regional Fire Department" means any fire protection service established by the SLRD pursuant to the Act, whether staffed by volunteers, paid on-call firefighters, or full-time professional firefighters, and for greater certainty, specifically excludes a fire department established by a member municipality;

(p) "SLRD" means the Squamish-Lillooet Regional District.

PART 1: REGIONAL FIRE DEPARTMENTS

Adoption of British Columbia Fire Code

3. The National Fire Code of Canada, 1995, and amendments thereto, as adopted by the Government of British Columbia, is hereby adopted and forms a part of this Bylaw.

Establishment of Regional Fire Departments of the SLRD

4. Regional Fire Departments of the SLRD are hereby established and shall be known by the names specified in Schedule "A" attached hereto and forming part of this Bylaw. Each Regional Fire Department shall be responsible for the corresponding Service Area Boundaries referred to in Schedule "A", in accordance with the pertinent Service Establishment Bylaws listed therein.

Application of Bylaw to All Regional Fire Departments of the SLRD

5. This Bylaw is applicable to each Regional Fire Department referred to in Schedule "A" unless specifically excluded, in whole or in part, by a subsequent bylaw of the SLRD.

Authorization

6. Each Regional Fire Department is authorized and directed to:

- (a) protect human lives, including those of its own members;
- (b) protect property, including taking all proper measures to prevent, control and extinguish fires; and

but is limited to the parameters of this Bylaw and shall respond only to the extent and level to which its members have been trained.

7. No Regional Fire Department shall respond to any call for assistance outside the limits of its Fire Protection Service Area unless:

- (a) in the opinion of the Officer in Command, fire threatens persons or property within the Service Area;
- (b) there is a Mutual Aid agreement in place for the area to which a response has been requested;
- (c) the request has been made pursuant to the Emergency Programs Act; or
- (d) there is a rural area protocol for response established by the SLRD.

Appointment of Fire Chief

8. Each Regional Fire Department shall have a Fire Chief appointed by the Board.

General Powers and Duties of the Fire Chief

9. The Fire Chief shall manage, control and supervise the Regional Fire Department, take care, custody and control of all buildings, apparatus and equipment of the Regional Fire Department and be responsible for:

- (a) making, amending or repealing such rules and regulations for the proper and efficient administration and operation of the Regional Fire Department, including the appointment, discipline and, subject to the requirements of this Bylaw and any policies adopted by the Board, the training and education requirements of its officers and members;
- (b) assisting the Regional District with the efficient administration of the Regional Fire Department including estimating the annual operating costs of the Regional Fire Department for the forthcoming year, noting the actual costs for the current year and providing a nominal roll of all officers and members in a form and on the date required by the SLRD Director of Finance;

(c) keeping accurate records for the maintenance of equipment, apparatus and buildings, and for the attendance of all members at practices and fires, including a complete report regarding any fire attended;

(d) submitting a report immediately to the District in the case of an injury to any member of the Regional Fire Department, or in the case of any major breakages, shortages or deficiencies in supplies, equipment, and apparatus;

(e) rendering advice and making recommendations to the Board as he or she may deem advisable.

(f) ensuring the protection of life and property and the taking all proper measures to prevent, control and extinguish fires;

(g) investigating, recording and disseminating information in regard to the cause of all fires in his or her Service Area.

PART 2: FIRE PROTECTION AND LIFE SAFETY

Evacuation

10. If an emergency arising from an Incident causes the Fire Chief to perceive a serious danger to life or property or of a public panic, he or she may immediately take any steps deemed advisable to cause persons to be removed from the Service Area and may order the evacuation of a building or area and may call upon the Police for assistance and security in the evacuated area.

Vacant Buildings

11. The owner of any vacant building shall at all times, ensure that the premises are free from debris and flammable substances and shall keep all openings in such a building securely closed and fastened so as to prevent the entry of unauthorized persons.

Fire Damaged Buildings

12. The owner of any fire damaged building shall ensure that the premises are guarded or that all openings in the building are kept securely closed and fastened so as to prevent the entry of unauthorized persons.

Access to Fire Hydrant

13. No person shall place or maintain any object or matter on a sidewalk or street which interferes with free access or approach to any fire hydrant.

Duty of Owners, Occupiers and IPPs

14. Any owner or occupier of real property in the District shall remove any matter or thing situated in or on any building or premises which, in the opinion of the Fire Chief, is a fire hazard or increases the danger of fire and shall clean chimneys and flues or other apparatus or things which may, in the opinion of the Fire Chief, if not clean, cause a fire or increase the danger of fire.

15. The owner or operator of any independent power producer ("IPP") within a Fire Protection Service Area, or within two kilometres of a Service Area, shall routinely and in a timely manner provide the local Fire Chief with a copy of the hazard assessments required under the Wildfire Act, SBC 2004, Chapter 31, and the Wildfire Regulation, B.C. Reg. 38/2005.

False Alarms

16. No person shall, without reasonable cause, make or circulate or cause to be made or circulated, any alarm of fire by outcry, ringing of bells or otherwise.

PART 3: SCENE OF FIRE

Right of Entry

17. The Fire Chief and each member of the Regional Fire Department is authorized to enter into or upon any premises, with or without any necessary equipment or apparatus, from which an alarm of an Incident has been received, or in or upon which such member has reasonable grounds to suspect that an Incident exists, or which is adjacent to the location of an Incident or suspected Incident, with or without permission from the owner or occupier of the premises and may take whatever action or measures they deem necessary to combat, control or suppress an Incident.

18. No person shall refuse to permit the Fire Chief or anyone under the direction of the Fire Chief to enter upon any land or premises for the purpose of making an inspection or investigation:

(a) to inspect for conditions which may cause a fire, increase the danger of a fire or increase the danger to persons, or,

(b) to see that any flammable matter is rendered harmless or suitably safeguarded against fire by requiring:

(i) the erecting of barricades;

(ii) the posting of "no admittance" signs; or

(iii) any other measures deemed necessary by the Fire Chief.

Hindrance

19. No person shall in any way, hinder any member of the Fire Department or any apparatus or equipment or any other person under the direction of the Fire Chief at any Incident or other emergency.

Breaking Blockade

20. Except for the Police and members of the Regional Fire Department, no person shall enter any burning building, fire scene or other restricted area without permission of the Fire Chief.

Demolition

21. In addition to any powers given under this bylaw, the Fire Chief or Officer in Command at a fire may cause any building, structure or thing to be demolished or removed or otherwise deal with a building, structure or thing to suppress and or prevent the spread of fire.

PART 4: CONTROL OF OUTDOOR BURNING

Open Air Fires Not Permitted

22. Except as provided by the Wildfire Act and Regulation, and the Open Burning Smoke Control Regulation, B.C. Reg. 145/93, and any amendments to each, no person shall light, ignite, or maintain any fire or allow or cause any fire to be lit, ignited or maintained in the open air within the District.

Exception for Camp Fires and Barbeques

23. Notwithstanding the foregoing, Camp Fires and Barbeques shall be permitted subject to the following conditions:

- (a) Camp Fires shall be ignited and maintained at least three (3) meters away from standing trees, branches, stumps, slash, wooden structures or other inflammable debris or combustible material;
- (b) No person shall ignite or maintain a campfire greater than one (1) meter in diameter and one (1) meter in height;
- (c) No person shall ignite or maintain a campfire except in a Fire Pit;
- (d) All flammable material shall be removed down to mineral soil or sand for not less than one (1) meter in all directions from the perimeter of the Fire Pit;

- (e) A person igniting a Camp Fire shall ensure an effective means of extinguishing the fire, by water or by smothering with mineral soils, or both, is available immediately adjacent to the Fire Pit at all times while the fire is maintained;
- (f) All Camp Fires must be maintained and supervised at all times by a competent person and shall be completely extinguished by 11 pm;

- (g) Barbeques, whether propane, natural gas or charcoal fueled, must be maintained and supervised at all times by a competent person until completely extinguished.

Hazardous Conditions

24. Notwithstanding the foregoing, where the Fire Chief deems it expedient to do so and where, in his or her consideration, hazardous conditions exist, he or she may cancel or restrict for such time as deemed necessary, any and all outdoor burning of any kind, including Camp Fires and Barbeques.

PART 5: DANGEROUS GOODS

Safe Handling of Dangerous Goods

25. Where the Fire Chief or Officer in Command is satisfied on reasonable and probable grounds that a discharge, emission or escape of Dangerous Goods has occurred and that immediate action is necessary in order to carry out any reasonable emergency measures, he or she shall request that any such response be taken only by persons duly qualified.

Explosion or Potential Explosion

26. It is the duty of the occupier or, if none, of the owner of the property, building, premises, motor vehicle, vessel or railway rolling stock, to report immediately to the Fire Chief when an explosion, discharge, emission, escape or spill of Dangerous Goods occurs and to similarly report to the Fire Chief where the potential for an explosion or a discharge, emission, escape or spill of Dangerous Goods exists by reason of abnormal or unusual circumstances.

PART 6: ENFORCEMENT

Issuance of Order

27. Where the Fire Chief finds that any provision of this Bylaw has been contravened or has not been complied with or has been complied with improperly or only in part or that conditions exist in or upon a building or property and which, in his or her opinion, constitutes a fire hazard or otherwise constitutes a hazard to life and/or property, he or she may make such Order to ensure full and proper compliance with this bylaw or to eliminate the fire hazard and in particular, but without limiting the generality of the foregoing, he or she may:

(a) issue to the owner or occupier of the building or property such directions as he or she deems necessary to correct the contravention or to ensure compliance with this Bylaw or to remove the hazards, or

(b) make such Orders as he or she deems necessary with respect to any of the matters referred to in this Bylaw.

28. An Order made under this Bylaw shall be in writing and shall be directed to either the owner or occupier of the building or property in respect of which the order is made or to both and for further clarity, owner includes a lessor and occupier includes a lessee.

29. Where any owner or occupier fails to comply with any order under this section, the SLRD may, at the expense of the owner or occupier, cause the condition to be remedied as required by the Fire Chief.

30. Any expenses incurred by the District under section 35 are recoverable in the manner provided by Section 269 of the Local Government Act.

Service of Order

31. An Order made under this Bylaw shall be served by:

(a) causing it to be delivered to the person to whom it is directed, or

(b) sending it by registered mail to the last known property owner, or

(c) posting a copy of it in a conspicuous place on the building or property if the person to whom it is directed cannot be found, is not known or refuses to accept service of the Order.

Removal of Order

32. Where an Order has been posted in accordance with Section 37(c), no person may remove, deface or destroy the order.

Penalties

33. Any person who violates any provision of this Bylaw shall be liable, upon conviction, to the penalties prescribed under the Offence Act, RSBC 1996, Chapter 338.

34. Where any violation continues, each day in which it continues, shall be deemed to be a separate violation for the purposes of a prosecution under this Bylaw.

35. The penalties hereunder shall be in addition to and not in substitution for any other penalty or remedy available under this Bylaw, or Part 6, Division 3 of the Local

Government Act, and under the Fire Services Act, the Wildfire Act and Regulation, the BC Fire Code, or at law.

READ A FIRST TIME this 27th day of October, 2008.

READ A SECOND TIME this 27th day of October, 2008.

READ A THIRD TIME this 27th day of October, 2008.

ADOPTED this 27th day of October, 2008.

Russ Oakley
Chair

Paul R. Edgington
Secretary

I hereby certify the foregoing to be a true and correct copy of By-law No.1110, cited as "SLRD Fire Protection Services Regulation Bylaw No. 1110, 2008", as adopted, October 27th, 2008.

Paul R. Edgington
Secretary

SLRD Fire Protection Services Regulation Bylaw No. 1110, 2008

Schedule “A”

Fire Department	Service Area	Establishment Bylaw
Howe Sound East	Portions of Area D	No.1032, 2006
Garibaldi	Portion of Area D	No. 97, 1976

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT dated for reference _____, 2014 is

BETWEEN:

SQUAMISH-LILLOOET REGIONAL DISTRICT, a regional district duly incorporated under the laws of British Columbia and having an address at 1350 Aster Street, Pemberton, BC, V0N 2L0 (the "Regional District")

AND:

_____, having an address at _____

(the "Contractor")

WHEREAS the Regional District wishes to engage the Contractor to act as a Fire Services Coordinator and provide services to the Regional District in accordance with the terms and conditions of this Agreement;

NOW THEREFORE this Agreement is evidence that, in consideration of payment of \$1.00 by the Regional District to the Contractor (the receipt and sufficiency of which the Contractor hereby acknowledges) and in consideration of the promises exchanged below, the Regional District and the Contractor agree with each other as follows:

Definitions

1. In this Agreement, in addition to the words defined above:
 - a) "Terms of Reference" means the scope of work and requirements set out in sections 2 and 3 of the Request for Proposals for a Fire Services Coordinator issued by the Regional District on January 8, 2014 (the "RFP"), and the Contractor's Proposal in response thereto (the "Proposal"), including any mutually agreed amendments thereof, both attached hereto as Schedule "A" and forming part of this Agreement;
 - 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, including the requirements in section 3 of the RFP.

Services to be Performed by the Contractor

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

Term

- 3. The term of the Agreement is 52 weeks commencing on _____, 2014 and expiring on the earlier of the completion of the Services or on _____, 2015 (the "Term"), unless terminated sooner or extended further in accordance with this Agreement.

Warranty As To Quality of Services

- 4. The Contractor represents and warrants to the Regional District that:
 - a. the Contractor has the education, training, skill, experience and resources necessary to perform the Services; and
 - b. the Services will be performed in accordance with all applicable enactments and laws, and all relevant codes, rules, regulations and standards of any professional or industry organization or association; and
 - c. The person or persons as noted in the Terms of Reference will perform the Services under this Agreement;

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

Remuneration and Reimbursement

- 5. The Regional District shall pay the Contractor for the Services in the amount of:
 - \$_____ - fees;
 - and disbursements estimated at:
 - \$ _____
 - plus applicable GST on the fees and disbursements;
 - all in accordance with this Agreement.

Invoices

- 6. Upon completion of each calendar month, the Contractor shall deliver an invoice to the Regional District setting out in detail Services performed that month and the aggregate amount of fees, disbursements and taxes claimed for Services reasonably and necessarily performed by the Contractor.

Payment By the Regional District

7. The Regional District shall, to the extent the Regional District is satisfied the fees, disbursements and taxes are for Services reasonably and necessarily performed by the Contractor and subject to sections 8 and 9, pay the Contractor the fees, disbursements and taxes claimed in any invoice delivered in accordance with section 6 of this Agreement, within 30 days after delivery of such invoice to the Regional District.

Completion of Services

8. The Contractor expressly acknowledges and agrees that it is a fundamental term of this Agreement that the Services be completed on or before the end of the Term, and that should the Contractor fail to complete the Services by that date the Regional District may retain and set off up to 5% of the total fees payable to the Contractor under this Agreement payable to the Contractor for the Services, as liquidated damages.
9. The right of the Regional District under section 8 will not apply to the extent the Contractor fails to complete the Services before the end of the Term due to circumstances beyond the Contractor's reasonable control, including a labour strike, Acts of God or any failure by the Regional District to provide materials as required under this Agreement (each, an "Event of Delay") but not including delays in materials, equipment or labour required to be provided by the Contractor. The Regional District will only consider an Event of Delay where the Contractor has notified the Regional District of such within seven (7) days of the occurrence of the Event of Delay. The Regional District shall determine, acting reasonably, whether the event has arisen due to circumstances beyond the Contractor's reasonable control, and shall advise the Contractor of the extended Term as determined by the Regional District.

Termination or Suspension at the Regional District's Discretion

10. Despite the rest of this Agreement, the Regional District may, in its sole discretion, by giving notice to the Contractor, terminate or suspend all, or any part, of the Services. If the Regional District terminates or suspends all or part of the Services under this section, the Contractor may deliver an invoice to the Regional District for the period between the end of the month for which the last invoice was delivered by the Contractor and the date of termination or suspension, and sections 7 and 8 apply. The Contractor 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 Default

11. Despite the rest of this Agreement, the Regional District may terminate all, or any part of, the Services, by giving notice of termination to the Contractor, which is effective upon delivery of the notice, if:
 - a. the Contractor breaches this Agreement and the Contractor has not cured the breach, or is not diligently pursuing a cure for the breach to the satisfaction of the Regional District, in the Regional District's sole discretion, within five days after notice of the breach is given to the Contractor by the Regional District; or
 - b. the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Contractor, or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.
12. Without limiting any other right or remedy available to the Regional District, if the Regional District terminates part or all of the Services under section 11, the Regional District may arrange, upon such terms and conditions and in such manner as the Regional District considers appropriate, for performance of any part of the Services remaining to be completed, and the Contractor 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 Contractor 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

13. Except as required by law, the Contractor must not, during or after the Term, divulge or disclose any secret or confidential information, or any information that the Contractor receives in connection with this Agreement, the disclosure of which is governed by the *Freedom of Information and Protection of Privacy Act*, or which, in good faith or good conscience, ought not be disclosed.

Records

14. The Contractor:
 - a. must keep proper accounts and records of the 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. must keep reasonably detailed records of performance of the Services by the Contractor, 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. must 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. must preserve, and keep available for audit and inspection, all records described in section 14(a) through 14(c) for at least two years after completion of the Services or termination of this Agreement, whichever applies.

Delivery of Records

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

Ownership of Intellectual Property

- 16. By this section, the Contractor irrevocably grants to the Regional District the unrestricted licence for the Regional District to use, in any manner it sees fit, all technical information and intellectual property, including designs and inventions, conceived, developed or provided, or first actually reduced to practice, in performing the Services. The Contractor agrees that the licence granted by this section shall exist in perpetuity notwithstanding the expiry or 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 set out above.

Agreement for Services

- 17. This is an Agreement for the performance of services and the Contractor 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 Contractor nor any of the Contractor's employees or subcontractors is engaged by the Regional District as an employee or agent of the Regional District. The Contractor is solely responsible for any and all remuneration and benefits payable by the Contractor and to the Contractor's employees and subcontractors, if any, 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 Contractor has no authority to represent or bind the Regional District in any way.

Tools of Trade

18. The Contractor shall be solely responsible for the operation and maintenance and all expenses related thereto, for any equipment whatsoever used, rented, leased or purchased by the Contractor for the effective execution of the Services.

Conflict of Interest

19. The Contractor 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 such services, or the Contractor 's interest in such contract, creates a conflict of interest between the obligations of the Contractor to the Regional District under this Agreement and the obligations of the Contractor to such other person or between the obligations of the Contractor to the Regional District under this Agreement and the Contractor 's pecuniary interest.

Assignment

20. No part of this Agreement may be assigned or subcontracted by the Contractor without the prior written consent of the Regional District, and any assignment or subcontract made without that consent constitutes a breach by the Contractor of this Agreement. The Contractor agrees that, among other things, the Regional District may refuse its consent if the Regional District, in its sole discretion, determines that the proposed assignee or subcontractor has not got the skill, experience or corporate resources necessary to perform the Services. A permitted subcontract does not relieve the Contractor from any obligation already incurred or accrued under this Agreement or impose any liability upon the Regional District.

Release and Indemnity

21. Except to the extent arising out of the negligent acts or omissions of the Regional District and its directors, officers, employees, agents, contractors, successors and assigns, as determined by a court of competent jurisdiction, the Contractor shall release, indemnify and save harmless the Regional District and its directors, officers, employees, agents, contractors, 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 Contractor, the Contractor's employees, agents subcontractors or assigns in the performance of the Services herein, as

determined by a court of competent jurisdiction. This release and indemnity shall survive the expiry or termination of this Agreement.

Insurance Requirements

22. The Contractor shall obtain and maintain during the Term 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 \$2,000,000.00 per occurrence.

a) Insurance Policies

All policies of insurance required to be taken out by the Contractor will be with insurance companies satisfactory to the SLRD and will:

- i. name the SLRD as additional insured;
- ii. include that the SLRD is protected notwithstanding any act, neglect or misrepresentation by the Contractor which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- iii. be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- iv. be primary and non-contributing with respect to any policies carried by the SLRD and will provide that any coverage carried by the SLRD is in excess coverage;
- v. not be cancelled or materially changed without the insurer providing the SLRD with 30 days written notice stating when such cancellation or change is to be effective;
- vi. be maintained for a period of 12 months per occurrence;
- vii. not include a deductible greater than \$5,000.00 per occurrence;
- viii. include a cross liability clause; and
- ix. be on other reasonable terms acceptable to the SLRD.

b) Insurance Certificates

The Contractor shall provide the SLRD with certificates of insurance confirming the placement and maintenance of the insurance at the signing

of the Agreement and thereafter as requested to do so from time to time by the SLRD. If the Contractor's insurance shall expire or terminate before the end of the Term, the Contractor shall 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.

c) SLRD May Insure

If the Contractor fails to insure as required, the SLRD may effect the insurance in the name and at the expense of the Contractor and the Contractor will promptly repay the SLRD all costs reasonably incurred by the SLRD in doing so. For clarity, the SLRD has no obligation to effect such insurance, but if it does so, may deduct any premiums on account of placement of insurance from the fees and disbursements otherwise payable to the Contractor.

d) Vehicle Insurance

The Contractor shall ensure that any vehicles used by the Contractor or the Contractor's employees, agents or subcontractors in the delivery of the Services shall be properly insured for such use and include provision for underinsured motorist protection and no less than \$5,000,000.00 third party liability and no more than a \$500.00 deductible.

Time of the Essence

23. Time is of the essence of this Agreement.

Severance

24. If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of this Agreement.

Notice

25. 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:

a. To the Regional District:

Squamish-Lillooet Regional District
1350 Aster Street
Box 219

Pemberton, B.C. V0N 2L0
Fax Number: (604) 894-6371
E-mail Address: lflynn@slrd.bc.ca
Attention: Lynda Flynn, CAO

b. To the Contractor:

Name
Address 1
Address 2
E-mail Address:

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

26. 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;
- f. section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement; and
- g. this Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

Binding on Successors

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

Entire Agreement

28. 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

29. Waiver of any default by either party must be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

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:

[seal]

CAO: Lynda Flynn

Date executed: _____, 2014.

Signed, Sealed and Delivered by the)
Contractor in the presence of:)
)
)
_____)
Witness:)
)
_____)
Address:)
)

Occupation

Date executed: _____, 2014.

Schedule "A"

TERMS OF REFERENCE

Insert RFP & Contractor's Response to the RFP