

## CONTRACT FOR SERVICES

THIS AGREEMENT dated for reference the \_\_\_\_ day of \_\_\_\_\_, 202\_

BETWEEN:

**ALBERNI-CLAYOQUOT REGIONAL DISTRICT**

3008 Fifth Avenue  
Port Alberni, BC V9Y 2E3  
Fax No. 250-723-1327

("ACRD", "we", "us" or "our" as applicable)

OF THE FIRST PART

AND:

**Insert Full Legal Name and Address of Contractor**

("Contractor", "you" or "your" as applicable)

OF THE SECOND PART

**WHEREAS:**

- A. The ACRD called for proposals for the provision of services for Alberni-Clayoquot Health Network Coordinator (the "**Project**"), and the Contractor in reply submitted a proposal dated **Month XX, XXXX**. A copy of the request for proposals is attached as Schedule "C" to this Agreement, and a copy of the Contractor's proposal is attached as Schedule "D" to this Agreement.
- B. The ACRD has agreed to engage the Contractor and the Contractor has agreed to provide the services described in Schedule "C" to this Agreement (the "**Services**") to the ACRD in respect of the Project on the terms and conditions set out in this Agreement.

**NOW THEREFORE** the ACRD and the Contractor, in consideration of their mutual duties and responsibilities to one another under this agreement (the "**Agreement**"), agree as follows:

**CONTRACTOR'S OBLIGATIONS:**

1. **Standard of Care** You must provide the Services with the degree of care, skill and diligence normally provided by contractors having similar qualifications in the performance of duties of a nature similar to the Services, and you must provide the Services within the time limits specified in Schedule "A" or, if no time limit is specified in Schedule "A", you must provide the Services promptly.
2. **Billable Charges** You must charge only those fees and disbursements specifically authorized for the Services in Schedule "A" to this Agreement. All other costs and expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.
3. **Confidentiality** You must not disclose any information, data or secret of the ACRD to any person other than representatives of the ACRD duly designated for that purpose in writing by us and you must not use for your own purposes or for any purpose other than those of

the ACRD any information, data or secret you may acquire as a result of being engaged pursuant to this Agreement.

4. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise to a conflict of interest between your obligations under this Agreement and your obligations to such other person, firm or corporation.
5. **Ownership of Materials** All plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials produced by you under this Agreement (collectively, the “**Intellectual Property**”) are and will remain our property even though you or another party has physical possession of them. You hereby waive in our favour any moral rights you, your employees, sub-Contractors or sub-contractors may have in the Intellectual Property. Until the expiry or earlier termination of this Agreement, you may retain copies, including reproducible copies of the Intellectual Property. You must not use the Intellectual Property on other projects or for other clients except with written consent from us. You must obtain our consent before you publish or make public any of the Intellectual Property in book, periodical, electronic or any other form.
6. **Retention of Intellectual Property on Termination** Upon expiry or earlier termination of this Agreement, you must turn over to us all Intellectual Property, keeping a single copy for your own archival purposes.
7. **Qualified Personnel** The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Services. The Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this agreement, in whole or in part, without the prior written approval of the ACRD.
8. **Severability** It is understood and agreed that the covenants and agreements contained in paragraphs 3, 4, 5, 6 and 10 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.
9. **Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing, you must provide and maintain at your expense any insurance specifically required in Schedule “B” to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.
10. **Compliance with Laws** You must comply with all laws applicable to the provision of the Services.
11. **Indemnification** You must indemnify and save harmless us and our elected officials, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising, directly or indirectly, from an error, omission or negligent or wilful act of you or your agents, employees, sub-contractors or sub-contractors, or from your breach of this Agreement.
12. **Assignment** You must not assign, subcontract, or transfer any interest in your rights under

this Agreement without our prior written consent.

13. **Legal Relationship** The legal relationship between you and the ACRD arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees.
14. **Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Services pursuant to this Agreement.

## PAYMENT

15. **Payment for Services** We must pay you the fees for your Services at the times set out in Schedule "A". Where you are specifically authorized in Schedule "A" to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule "A" as long as they are reasonably necessary for the performance of the Services and supported by conclusive documentation, including receipts. Payment will be issued in accordance with our accounts payable policies, in no case less than 30 days after receipt of your invoice.
16. **Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

## TERMINATION AND SUSPENSION

17. **For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.
18. **For Absence** If for any reason you are unable to provide the Services using the individuals or subcontractors named in your proposal and set forth in this Agreement for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.
19. **Suspension** If your Services are suspended by the ACRD at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the ACRD to terminate this Agreement upon giving written notice thereof to the ACRD. In such an event, you shall be paid by the ACRD for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension unless the parties otherwise agree in writing.
20. **With Notice** If we are unwilling or unable to proceed with the Project we may terminate this

Agreement by giving you fifteen (15) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination.

## GENERAL

21. **Client to Provide Information** We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the ACRD, in the preparation of the call for proposals and this Agreement, the supply of oral or written information to you, the review of proposals or the carrying out of the ACRD's responsibilities under this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the ACRD in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the call for proposals, the supply of oral or written information to proponents, the review of proposals, or carrying out of the ACRD's responsibilities under this Agreement.
22. **Client to Respond** We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.
23. **Site Access** We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to perform the Services. We will arrange a safety orientation for you and your employees, to identify the hazards of the site. Once we have provided such a safety orientation, you will be responsible for arranging any additional safety orientations necessary as a result of a change in your personnel or otherwise.
24. **Jurisdiction** This agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
25. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the ACRD or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
26. **Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the ACRD and the Contractor and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the ACRD and the Contractor with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the ACRD and the Contractor.
27. **Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
28. **Invalidity** If any part of this Agreement is or is declared invalid by a court of competent

jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

29. **Designation of Parties** In this Agreement, “we”, “us” and “our” refer to the ACRD alone and never refer to the combination of the Contractor and ACRD. The combination of the ACRD and the Contractor is referred to as “the parties”.
30. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
31. **Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
32. **Time** Time is of the essence in this Agreement.
33. **Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.
34. **Term** This Agreement is for a three (3) year term commencing February 1, 2022 and expiring on January 31, 2025.
35. **Renewal** This Agreement may be renewed for an additional one year term upon agreement between both parties.

## DISPUTE RESOLUTION

36. **Arbitration** All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the ACRD and the Contractor, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
37. **No Conflict of Interest** No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the ACRD or the Contractor.
38. **Nominees** If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall jointly appoint an arbitrator.

## DESIGNATED REPRESENTATIVES

39. **ACRD Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the “**ACRD Representative**”) and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the ACRD Representative in the place and stead of any person previously designated.

## NOTICE

- 40. **Notice** Unless otherwise specified in this Agreement, any notice required to be given by either party shall be deemed to have been given if delivered by hand, mailed by prepaid registered mail or faxed to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice shall be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered by hand, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, force majeure or other cause beyond the control of the parties, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other means of communication which have not been so interrupted or shall deliver such notice by hand in order to ensure its prompt receipt.
  
- 41. **Change of Services** Provisions of this Agreement shall be binding and any change in the terms and conditions of Schedule "A" or Schedule "C" as set forth herein shall be by mutual agreement, in writing and authorization. Provided Services will only be altered upon mutual agreement between the Contractor, the ACRD, and the ACHN in writing and authorization. If the ACRD is to proceed with a change of duties notice, the Contractor will be provided a thirty (30) days written notice.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

**ALBERNI-CLAYOQUOT REGIONAL** )  
**DISTRICT** by its authorized signatories: )  
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 \_\_\_\_\_ )  
 Name: )  
 )  
 \_\_\_\_\_ )  
 Name: )

**[use for company]** )  
**XXXXXXXXXXXXXX** by its authorized )  
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**SCHEDULE "A"**  
**SERVICES AND FEES**

Fees: \$240,000.00 inclusive of all travel expenses, other expenses, and taxes.

- Year 1 \$80,000.00
- Year 2 \$80,000.00
- Year 3 \$80,000.00

Services: Services of the Alberni-Clayoquot Health Network Coordinator as detailed in the Description of Services attached as Schedule "C" and the Contractor's Proposal attached as Schedule "D", for a term of three (3) years commencing February 1, 2022 and expiring January 31, 2025.

Payment: The Contractor will be paid monthly upon receipt of invoice from Contractor.



## **SCHEDULE "B"**

### **INSURANCE REQUIREMENTS**

#### **Comprehensive General Liability**

The Contractor shall provide and maintain, while this agreement is in force, either by way of a separate policy of insurance or by an endorsement to existing insurance coverage, comprehensive general liability insurance with terms and conditions acceptable to the ACRD and to a limit of not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence for bodily injury, death and damage to property, including loss of use thereof, or such higher amount as may be required by the ACRD from time to time. The aforesaid insurance shall include the ACRD as an additional named insured and shall cover as unnamed insureds any and all permitted Subcontractors and anyone employed directly or indirectly by the Contractor or its permitted Subcontractors to perform a part of parts of the obligations of the Contractor hereunder.

#### **Work Safe BC Personal Optional Protection**

Prior to commencing the work and prior to receiving payment on completion of the work, Contractor shall provide evidence of compliance with the requirements of the Workers' Compensation Act of the Province of British Columbia, including payments due thereunder.

At any time during the term of the Contract, when requested by ACRD, Contractor shall provide such evidence of compliance by itself and its subcontractors.

**SCHEDULE "C"**

**REQUEST FOR PROPOSALS**

**(SCHEDULE C WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED)**

**SCHEDULE "D"**

**CONTRACTOR'S PROPOSAL**

*(SCHEDULE D WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED)*