



**First Nations Engagement and
Memorandum of Understanding (MoU) Development
Invitation to Quote CS-25-01**

Closing Date: 2:00pm, March 7, 2025



**REGIONAL DISTRICT
of Fraser-Fort George**

Prepared by:

Regional District of Fraser-Fort George

155 George Street, Prince George, BC V2L 1P8

Telephone 250-960-4400 / Toll Free 1-800-667-1959 / Fax 250-562-8676

<http://www.rdffg.bc.ca>



1.0 INVITATION TO QUOTE

The Regional District of Fraser-Fort George invites written quotations from qualified vendors to lead meaningful engagement with our 26 First Nations partners who hold traditional territory within the Regional District to strengthen relationships and develop Memorandums of Understanding that outline the agreed-upon actions required from both parties during emergency response.

1.1 Invitation to Quote Document

Invitation to Quote documents may be obtained on or after February 14, 2025:

- a) In a PDF (public document format) file format from the Regional District's website www.rdffg.ca;
- b) On BC Bid® website at www.bcbid.gov.bc.ca;
- c) In hard copy format from the Regional District Service Centre, 155 George Street, Prince George, BC, **By Appointment Only**, between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday excluding statutory holidays.

Quoted prices must remain in effect for sixty (60) days after the closing date and time.

Quotations will be evaluated on the quoted price, bidder's experience, and proposal. The Regional District reserves the right to reject any and all quotes; the lowest price will not necessarily be accepted.

1.2 Quotation Submission and Closing Date

The Regional District will accept quotations submitted by email or by direct delivery to the Regional District main office. All Quotations must be submitted to the Regional District's General Manager of Financial Services by **2:00 p.m. (local time) on March 7, 2025**.

Quotations submitted by fax will **NOT** be accepted. Any proposal received after the closing date and time will be considered disqualified.

Submissions by email will see the Quotation attached to an email in a PDF, or equivalent, format and emailed to purchasing@rdffg.bc.ca. The Subject Line of the email should read **"CS-25-01 Invitation to Quote – First Nation Engagement and Memorandum of Understanding Development – Attention General Manager of Financial Services."**

Submissions delivered directly to the Regional District Main Office can either be in an:

- Electronic format submitted on a USB readable device with the Quotation in a PDF, or equivalent, format, or
- Hard copy format, including (3) complete Quotation copies

Either type of submission delivered directly must be in a sealed envelope with the following information on the outside of the envelope containing the quote, as well as on the outside of the envelope (includes if sending by courier):

1. Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
2. Invitation to Quote, CS-25-01



First Nation Engagement and Memorandum of Understanding Development

3. Responding Proponent's name and address.

1.3 Quotation Information

Quotations submitted to the Regional District must include:

1. Schedule of Prices/Services (Appendix 1);
2. Tax Information (Appendix 2);
3. Conflict of Interest Disclosure Statement (Appendix 3);
4. List of Contractor's Personnel (Appendix 4);
5. Relevant Professional Experience in Similar Work (Appendix 5); and
6. Work Plan. The work plan should describe the deliverables and set out a clear methodology and timeline. The work plan must include a schedule of project tasks, the sequence of task occurrence and details concerning implementation and duration of each task.

1.4 Clarification Enquiries

All questions and requests for clarification relating to the ITQ process, and/or identification of any errors or omissions in the ITQ documents, shall be made by email to:

Colby Molcak, Emergency Services Coordinator
Email: colby.molcak@rdffg.bc.ca

Any work done after discovery of discrepancies, errors or omissions will be done at the bidder's risk. **All such enquiries must be submitted by 2:00 pm, March 7, 2025.**

1.5 Regional District's Right to Reject Quote

The Regional District reserves the right to reject any and all quotes; the lowest quote will not necessarily be accepted.

The Regional District reserves the right, in its sole discretion, to waive informalities in quotes, reject any and all quotes, or accept the quote deemed most favorable in the interests of the Regional District.

No bidder shall have any claim for any compensation of any kind whatsoever as a result of participating in this Invitation to Quote.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a quote, a bidder agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the bidder in preparing its quote for matters relating to the Agreement or in respect of the competitive process, and the bidder, by submitting a quote, waives any claim for loss of profits if no agreement is made with the bidder.

If a Quote contains a defect or fails in some way to comply with the requirements of the Invitation to Quote documents, which in the sole discretion of the Regional District is not material, the Regional District may waive the defect or accept the quote.

The Regional District reserves the discretion to reject any quote submitted by a bidder, where one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of that bidder (or in the case of a quote submitted by a bidder who is an individual person, where that



individual) is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District, unless declared in the bid submission.

When submitting a quote, the bidder is required to complete a Conflict of Interest Disclosure Statement (Appendix 3).

The Regional District reserves the right to reject any quote submitted by a bidder that is, or whose principals are, at the time of bidding, engaged in a lawsuit against the Regional District in relation to work similar to that being quoted.

1.6 Form of Contract

The form of contract will be similar in form to the SAMPLE SERVICE AGREEMENT (Appendix 6) and will include, Schedule of Prices, Conflict of Interest Disclosure Statement, Relevant Experience in Similar Work, List of Sub-Contractors, all appendices, amendments and addenda, as well as the successful proponent's submission.

2.0 DESCRIPTION OF PROJECT

Emergencies know no boundaries. For this reason, it is important that we communicate and plan with our First Nations partners to determine the roles and responsibilities of both parties prior to an emergency event that impacts traditional territory within the Regional District. This will help the communication and decision-making process required during an event to provide the most effective support and information to everyone impacted.

The Regional District of Fraser-Fort George is seeking qualified vendors to lead meaningful engagement with the 26 First Nations who hold traditional territory in the Regional District to strengthen relationships and develop Memorandums of Understanding that lay out expectations of both parties during emergency response. The goal of this project is to promote effective communication with our First Nation's partners during an emergency event.

The maximum budget allocated for this project is \$24,000, excluding GST.

2.1 Project Scope

Using effective strategies to promote meaningful engagement and collaboration, the following are to be developed and provided:

1. Develop and lead, with RD participation, an effective strategy for engagement with each of our 26 First Nations partners who hold traditional territory within the Regional District boundaries.

The scope of work will include:

- Drafting letters and emails to initiate engagement
- Planning, scheduling, and participating in initial information meetings to share the intent of the project with the First Nations partners
- Information gathering to get an understanding of the specific needs and wishes of each First Nations partner

2. Maintain correspondence with our First Nations partners throughout the entirety of this project.

The scope of work will include:

- Responding to emails, letters, and calls to maintain communication
- Answering questions and identifying concerns early to ensure project timelines remain on track



3. Develop a Memorandum of Understanding (MoU) with each of these First Nations partners that lays out the preferred communication methods and responsibilities of both parties during emergency response.

The scope of work will include:

- Developing a formal MoU for each interested First Nations partner that identifies their needs during an emergency event and lays out the responsibilities of each party during emergency response
- Creating a template for building MoUs for future use if new First Nations partners are brought into an agreement after the project has been completed

4. Develop a database, matrix, set of maps, or a combination of these items that can be used during an emergency event to quickly identify the partners impacted, requirements of each party based on the developed Memorandums of Understanding, and preferred methods of communication.

The scope of work will include:

- Developing materials (as listed above) that can be used during emergency response to quickly identify the individual needs and roles of both the First Nations partner and the Regional District based on the MoUs developed

5. Develop a plan or procedure for updating, revising and reviewing MoUs on a regular basis

The scope of work will include:

- Developing a plan, procedure or spreadsheet that can be easily followed and tracked to ensure MoUs are kept up to date and revisited as necessary

2.2 Work Plan and Schedule

The proponent must provide a work plan that describes the content of the deliverables and set out a clear methodology and timeline. The work plan must include a schedule of project tasks, the sequence of task occurrence and details concerning implementation and duration of each task. It is expected that the project will be completed by December 31, 2025.

2.3 Fee Structure

The proponent must specify fees required to satisfy the work plan, methodology and related expenses. Clearly identify and detail all costs for the outlined services.

2.4 Other Requirements

The proponent will adhere to all terms and conditions outlined in the SAMPLE SERVICE AGREEMENT (Appendix 6).

3.0 QUOTE EVALUATION

All quotes will be initially evaluated by the Regional District to assess the qualifications and capabilities of bidders.

The quote evaluation through to bidder selection will be based on the following process as deemed appropriate by the Regional District in its sole discretion:

1. Initial quote evaluation by the Regional District.
2. Follow up question(s) from the Regional District to bidder(s). (Optional at discretion of the Regional District).



3. Quote scoring by the Regional District as per ITQ criteria and Section 3.1 Evaluation Criteria.

3.1 Evaluation Criteria

The following are the criteria and the percentage of the total score for each criterion that will be used by the Regional District to evaluate the Quotes received:

Business References	25%
Relevant Professional Experience / Qualifications	35%
Contract Management Experience	10%
Schedule of Prices/Services	30%
Total	100%



**Appendix 1
SCHEDULE OF PRICES/SERVICES**

To satisfy the scope of work including the engagement and development of all materials and all other things necessary to provide the services requested by the Regional District of Fraser-Fort George.

1) Price (GST not included):

a) Lump sum quoted price for project (GST not included, Canadian funds) \$_____

2) Provide a breakdown of lump sum quoted price (GST not included, Canadian funds) by anticipated expenses:

SUPPLY	COST
Example: Equipment	\$
Labour	\$
Materials	\$
Travel	\$
Supervision	\$
Other (Please Specify)	\$
Other (Please Specify)	\$
Other (Please Specify)	\$

3) Is GST Payable? ☐ Yes ☐ No

a) Goods and Service Tax Registration No. _____

4) WorkSafeBC Registration Number: _____



**Appendix 2
TAX INFORMATION**

GOODS AND SERVICES TAX INFORMATION

The following must be completed:

Supplier: _____
NAME _____
ADDRESS _____
CITY _____ PROVINCE _____
POSTAL CODE _____ PHONE NUMBER _____
FAX NUMBER _____

Are you a GST Registrant? Yes _____ No _____

If YES, please indicate your registration number: _____

If NO, please fill in the following (check appropriate box):

- ☐ Supplier qualifies as a small supplier under Section 148 of the legislation
- ☐ Other: Specify _____

SIGNATURE OF AUTHORIZED PERSON PRINT NAME

TITLE DATE



**Appendix 3
CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Consultant Name: _____

The Consultant, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Consultant on this Procurement Process:

- ☐ is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- ☐ has no direct relative, person married to a direct relative or a person sharing the same household as I is involved in this procurement process.
- ☐ has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reason(s) for Conflict:

By signing below I certify that all statements made on this form are true and correct to the best of my knowledge.

Print Name of Person Signing Disclosure

Signature of Person Making Disclosure

Date Signed



Appendix 4
LIST OF CONTRACTOR'S PERSONNEL

The Contractor agrees that the personnel employed by them will be as listed below and further agrees that any changes or additions made to this list will be made in writing to the Regional District. Include all personnel that will contribute to this project.

Name of Employee	Employee's Qualifications: Include: <ul style="list-style-type: none">- Years of experience- Professional designations- Related work done by individual- Summary of work undertaken- Project management experience- Role they will take for the project



**Appendix 5
RELEVANT PROFESSIONAL EXPERIENCE IN SIMILAR WORK**

(Attach additional pages and information when necessary)

Year	Contractor Personnel: Include: - role on project - responsibilities - reporting structure	Work Performed: Include: - organization information - title and purpose of project/ work - duration of project/work - summary of project work undertaken - Link to or attached copy of finished final product/ report/ outputs.	Reference Contact: Include: - name - title - involvement with project/ work - current email - current phone number	Total Value of Work



**Appendix 6
SAMPLE SERVICE AGREEMENT**

BETWEEN:

The **REGIONAL DISTRICT OF FRASER-FORT GEORGE**, a local government incorporated pursuant to the Local Government Act and having its business office located at:

155 George Street,
Prince George, BC V2L 1P8

(hereinafter called the "REGIONAL DISTRICT")

AND:

(*Service Provider Name*), a company duly incorporated under the laws of British Columbia and having a place of business at:

(*Service Provider Address*)

(hereinafter called "SERVICE PROVIDER")

WITNESSETH: That the Service Provider and the Regional District undertake and agree as follows:

1. SCOPE OF SERVICE

The REGIONAL DISTRICT requires Services that may include, but are not limited to, the following:

Using effective strategies to promote meaningful engagement and collaboration, the following are to be developed and provided:

- 1 Develop and lead, with RD participation, an effective engagement strategy to engage with each of our 26 First Nations partners who hold traditional territory within the Regional District boundaries.

The scope of work will include:

- Drafting letters and emails to initiate engagement
- Planning, scheduling, and participating in initial information meetings to share the intent of the project with the First Nations partners
- Information gathering to get an understanding of the specific needs and wishes of each First Nations partner

- 2 Maintain correspondence with our First Nations partners throughout the entirety of this project.

The scope of work will include:

- Responding to emails, letters, and calls to maintain good communication
- Answering questions and identifying concerns early to ensure project timeline remains on track

- 3 Develop a Memorandum of Understanding (MoU) with each of these First Nations partners that lays out the communication methods and responsibilities of both parties during emergency events.

The scope of work will include:

- Developing a formal MoU for each interested First Nations partner that identifies their needs during an emergency event and lays out the responsibilities of each party during emergency response



- Creating a template for building MoUs for future use if new First Nations partners are brought into an agreement after the project has been completed
- 4 Develop a database, matrix, set of maps, or a combination of these items that can be used during an emergency event to quickly identify the partners impacted, requirements of each party based on the developed Memorandums of Understanding, and best methods of communication.

The scope of work will include:

- Developing materials such as those listed above that can be used during an emergency event to quickly identify the individual needs and roles of both the First Nations partner and the Regional District based on the MoUs developed

- 5 Develop a plan or procedure for updating, revising and reviewing MoUs on a regular basis

The scope of work will include:

- Developing a plan, procedure or spreadsheet that can be followed to ensure MoUs are kept up to date and revisited as necessary

The SERVICE PROVIDER must provide a work plan that describes the content of the deliverables and set out a clear methodology and timeline. The work plan must include a schedule of project tasks, the sequence of task occurrence and details concerning implementation and duration of each task. It is expected that the project will be completed by December 31, 2025.

2. DELIVERABLES

The Regional District will become the sole owner of the materials provided as a deliverable of the Service Agreement. All documents related to the Service Agreement shall be provided to the Regional District in hard copy and an electronic format. All drawings will be in an AutoCAD 2007 or higher format. All text documents will be in a Microsoft Word and PDF format. All table documents will be in a Microsoft Excel xls format.

3. DURATION OF SERVICE AGREEMENT

The duration of the Service Agreement will be from 12:01 a.m., on the execution of the Service Agreement and will conclude upon completion of the project.

4. TERM AND TERMINATION

The term of this Agreement shall commence as of the day and year first written above and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than thirty (30) business days advance written notice to the other party. The SERVICE PROVIDER or the REGIONAL DISTRICT may terminate this Agreement immediately in writing if either party becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

5. NOTICE OF DEFAULT

If the SERVICE PROVIDER is in default of the performance of any of its material obligations set out in this Agreement, then the REGIONAL DISTRICT may, by written notice to the SERVICE PROVIDER, require such default to be corrected. If within fifteen (15) days' receipt of such notice the default has not been corrected or reasonable steps, as determined by the REGIONAL DISTRICT in its sole discretion, have not been taken to correct the default, the REGIONAL DISTRICT without limiting any other right it may have, may immediately terminate this Agreement.

The REGIONAL DISTRICT shall compensate the SERVICE PROVIDER for all Services performed hereunder through the date of any termination and all-reasonable costs and expenses incurred by the



SERVICE PROVIDER in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the SERVICE PROVIDER prior to the termination of the Agreement, will be provided to the REGIONAL DISTRICT within ten (10) business days of the termination date.

6. CONTRACT PRICE

The SERVICE PROVIDER will be compensated (*FIGURE TO BE INCLUDED*).

The REGIONAL DISTRICT shall pay to the SERVICE PROVIDER, within thirty (30) days of receipt of an invoice, with detailed expenses, from the SERVICE PROVIDER, the amount owing for the Services performed to the date of the invoice. All invoices from the Consultant must reference CS-25-01 First Nation Engagement and MOU Development.

Where the REGIONAL DISTRICT has established a milestone date for the performance or completion of certain of the Services, and the SERVICE PROVIDER has not completed the Services in accordance with the milestone date, then the REGIONAL DISTRICT shall not be obligated to pay the SERVICE PROVIDER under this section until the SERVICE PROVIDER has completed the milestone event.

Where the REGIONAL DISTRICT is not satisfied with the Services provided by the SERVICE PROVIDER, the REGIONAL DISTRICT may suspend payment in an amount sufficient to protect itself against loss on account of the failure to provide the Services or claims against the REGIONAL DISTRICT by other persons.

7. STANDARD OF CARE

The Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by other members of the Consultant's profession currently practicing in the same locality under similar conditions. This includes ensuring that any Qualified Professionals have acquired sufficient knowledge of the work to be completed and are properly qualified to complete such work. All deliverables will include the seal, or equivalent, and signature of the Qualified Professional and include a disclosure statement that the individual(s) is qualified to undertake the Work.

8. INDEPENDENT CONTRACTOR

The Consultant shall be fully independent and shall not act as an agent or employee of the Regional District. The Consultant shall be solely responsible for its employees, and any subcontracts the Consultant lets, and for their compensation, benefits, contributions, and taxes, if any.

9. INSURANCE

The SERVICE PROVIDER, without limiting its obligations or liabilities, and at its own expense, must provide and maintain throughout the Agreement term, the following insurances with insurers licensed in the Province of British Columbia in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the SERVICE PROVIDER) shall be endorsed to show the Regional District as additional insured and provide the Regional District with 30 days' advance written notice of cancellation or material change. The SERVICE PROVIDER must provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Agreement:

1. Commercial General Liability (CGL). Written on an occurrence-based form, in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Agreement. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.
2. Automobile Liability on all vehicles owned, operated, or licensed in the name of the SERVICE PROVIDER in an amount not less than \$2,000,000.



3. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000.
4. Equipment insurance on all equipment owned or rented by the SERVICE PROVIDER to its full insurable value.

The Consultant shall ensure that all sub-contractors forming from this Service Agreement meet and are bound by the insurance requirements outlined above.

10. WORKSAFE

The Consultant will ensure that all work performed in British Columbia by the Consultant is performed in compliance with the British Columbia WorkSafe BC and regulations and guidelines under this Act. If the Consultant does not comply with this requirement, the Regional District may terminate this Service Agreement for cause without prior notice to the Consultant.

The Consultant must be registered and in good standing at all times with WorkSafeBC, or an equivalent Provincial Authority, if required or permitted under the Act and shall maintain such good standing during the term of this contract and any subsequent extensions. It is the responsibility of the Consultant to determine their registration status. Prior to commencing the project, the Consultant will be required to supply a Clearance Letter that the Consultant is in good standing with WorkSafeBC, or an equivalent Provincial Authority. The Regional District may request a Clearance Letter at the conclusion of the Project demonstrating the Consultant has maintained its good standing through the Project period and payments are current.

When requested to do so by the Regional District, the Consultant will provide an Occupational Health & Safety Plan and any supporting procedures and records pertaining to the Work under the Service Agreement.

11. INDEMNITY

The SERVICE PROVIDER shall release, indemnify, defend and save harmless the REGIONAL DISTRICT, its officers, employees, servants and agents of and from all claims, costs, losses, damages, actions, classes of action, expenses and costs arising out of or relating to the SERVICE PROVIDER's breach of this Agreement or the negligent acts or omissions of the SERVICE PROVIDER or its employees, contractors or agents.

12. CHANGES

The REGIONAL DISTRICT may order, in writing, changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Where a change to the Services causes an increase in the SERVICE PROVIDER's cost to perform the Services or the amount of time required for the performance of the Services that is not offset by any decreases to costs or time, then the REGIONAL DISTRICT shall increase the amount of the service fee payable under section 4 of this Agreement by an amount agreed upon by the SERVICE PROVIDER or, where the parties are unable to agree, as settled in accordance with section 16 of this Agreement.

13. NOTICE

Any notices related to this Agreement shall be in writing and either mailed or delivered to the address on Page 1 of this Agreement, or other such addresses that either the REGIONAL DISTRICT or the SERVICE PROVIDER may substitute by written notice to the other party. Any such notice will be deemed to be received within seven (7) business days after the time of mailing, if mailed, and upon the date of delivery, if delivered. If normal mail service is interrupted by postal dispute or force majeure, notice will be hand delivered, not mailed.

14. FORCE MAJEURE

If either the SERVICE PROVIDER or the REGIONAL DISTRICT are prevented from performing their obligations under the Contract, or where the REGIONAL DISTRICT's work in respect of which the SERVICE PROVIDER is providing Services cannot be performed, because of an act of God, an act of a legislative,



administrative or judicial entity, fire, flood, labour strike or lock-out, epidemic, unusually severe weather, or other similar cause outside of the control of the Parties (collectively "Force Majeure"), then the obligations of the SERVICE PROVIDER and the REGIONAL DISTRICT under the Contract shall be suspended for so long as the condition constituting Force Majeure continues. The Party affected by Force Majeure shall provide the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event, and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, the REGIONAL DISTRICT shall grant to the SERVICE PROVIDER a time extension for performance of any milestone dates required as part of the Services as may be agreed with the SERVICE PROVIDER or, if the REGIONAL DISTRICT and the SERVICE PROVIDER are unable to reach agreement, as determined by the dispute resolution process under Section 16 of the Contract. Where as a result of Force Majeure there is a material increase in the SERVICE PROVIDERS cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the REGIONAL DISTRICT shall increase the amount of the service fee payable to the SERVICE PROVIDER under Section 4 of this Agreement, as may be agreed by the SERVICE PROVIDER, or as determined under Section 16 of the Contract. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the SERVICE PROVIDER is providing the Services, then the REGIONAL DISTRICT may choose not to proceed with the completion of the work and may terminate this Agreement. If the REGIONAL DISTRICT terminates this Agreement following the termination of the Force Majeure event, then it shall compensate the SERVICE PROVIDER in accordance with Section 3 of this Agreement

15. OWNERSHIP

All materials produced by the SERVICE PROVIDER for the REGIONAL DISTRICT including, but not limited to records, reports, drawings, as built drawings, and manuals, to fulfill this Contract will be provided in hard copy as well as in an agreed upon electronic file format and will become and remain the exclusive property of the REGIONAL DISTRICT without restriction.

Any materials provided by the REGIONAL DISTRICT to the SERVICE PROVIDER as a result of this Contract will remain the exclusive property of the REGIONAL DISTRICT and upon receiving written notice from the REGIONAL DISTRICT requesting delivery of the same, be immediately delivered to the REGIONAL DISTRICT by the SERVICE PROVIDER, whether such notice is given before, upon, or after the expiration or sooner termination of this Contract.

16. REGIONAL DISTRICT'S RESPONSIBILITIES

The REGIONAL DISTRICT agrees to, within reason, convey and discuss relevant materials, data, and information in possession of the REGIONAL DISTRICT with the SERVICE PROVIDER.

The REGIONAL DISTRICT shall release, indemnify, defend, and save the SERVICE PROVIDER harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) the REGIONAL DISTRICT's breach of this Agreement; (ii) the negligent acts or omissions of the REGIONAL DISTRICT or its employees, contractors, or agents.

17. ASSIGNMENT AND SUBCONTRACTING

This Agreement does not create any right or benefit in anyone other than the REGIONAL DISTRICT and the SERVICE PROVIDER and shall not be assigned by either party without the prior written approval of the other party.

18. DISPUTE RESOLUTION

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, the SERVICE PROVIDER and the REGIONAL DISTRICT agree first to try in good faith to settle the dispute by negotiations between senior management of the



SERVICE PROVIDER and the REGIONAL DISTRICT. If such negotiations are unsuccessful, the SERVICE PROVIDER and the REGIONAL DISTRICT agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the SERVICE PROVIDER and the REGIONAL DISTRICT may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of BRITISH COLUMBIA.

19. WAIVER OF TERMS AND CONDITIONS

The failure of either the SERVICE PROVIDER or the REGIONAL DISTRICT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by the SERVICE PROVIDER or the REGIONAL DISTRICT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

20. SEVERABILITY

Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

21. GOVERNING LAWS

This Agreement shall be governed and construed in accordance with the laws of the Province of BRITISH COLUMBIA.

22. CONFIDENTIALITY AND FREEDOM OF INFORMATION

This contract is subject to the provisions of the *Freedom of Information and Protection and Privacy Act*. The SERVICE PROVIDER will treat as confidential and will not, either before, or after the expiration or sooner termination of this Contract without the prior written consent of the Manager, publish, release or disclose or permit to be published, released or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the SERVICE PROVIDER as a result of this Contract except insofar as such publication, release or disclosure is necessary to enable the SERVICE PROVIDER to fulfil their obligations under this Contract, or by the laws of British Columbia.

23. ENTIRE AGREEMENT

The terms and conditions set forth herein constitute the entire understanding and agreement of the SERVICE PROVIDER and the REGIONAL DISTRICT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. The REGIONAL DISTRICT and the SERVICE PROVIDER agree to reference this Agreement as governing terms and conditions. Any changes to the terms and conditions set forth herein will be mutually agreed to and will be included, in writing, in a Change of Work Order.

24. RELATIONSHIP

The legal relationship between the SERVICE PROVIDER and the REGIONAL DISTRICT shall be that of an independent contractor and purchaser of Services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the SERVICE PROVIDER and the REGIONAL DISTRICT to be that of employee and employer.



This Agreement shall not prevent either party from entering into similar agreements for Services from or to others.

SIGNED ON BEHALF OF THE
**(REGIONAL DISTRICT OF FRASER-
FORT GEORGE)**

General Manager of Community and
Development Services

)
)
)
)

Date

DULY AUTHORIZED SIGNATORY FOR
(*SERVICE PROVIDER NAME*)

)
)
)
)
)
)

Signature

Date

Name