

GENERAL SERVICE AGREEMENT



FORT ST JAMES
DISTRICT

ANIMAL CONTROL SERVICES

TABLE OF CONTENTS

| No. | Heading | Page |
|-----|--|------|
| 1. | Definitions | 1 |
| | 1.1 General | 1 |
| | 1.2 Meaning of "record" | 1 |
| 2. | Services | 1 |
| | 2.1 Provision of services | 1 |
| | 2.2 Term..... | 2 |
| | 2.3 Supply of various items | 2 |
| | 2.4 Standard of care | 2 |
| | 2.5 Standards in relation to persons performing Services | 2 |
| | 2.6 Instructions by District..... | 2 |
| | 2.7 Confirmation of non-written instructions | 2 |
| | 2.8 Effectiveness of non-written instructions | 2 |
| | 2.9 Applicable laws and policies | 2 |
| 3. | Payment | 2 |
| | 3.1 Fees and expenses | 2 |
| | 3.2 Statements of accounts | 3 |
| | 3.3 Withholding of amounts | 3 |
| | 3.4 Currency | 3 |
| | 3.5 Non-resident income tax | 3 |
| | 3.6 Prohibition against committing money | 3 |
| | 3.7 Refunds of taxes | 3 |
| 4. | Representations and Warranties | 3 |
| 5. | Privacy, Security and Confidentiality | 4 |
| | 5.1 Privacy | 4 |
| | 5.2 Security | 4 |
| | 5.3 Confidentiality | 4 |
| | 5.4 Public announcements | 4 |
| | 5.5 Restrictions on promotion..... | 4 |
| 6. | Material and Intellectual Property | 4 |
| | 6.1 Access to Material | 5 |
| | 6.2 Ownership and delivery of Material | 5 |
| | 6.3 Matters respecting intellectual property | 5 |
| | 6.4 Rights relating to Incorporated Material..... | 5 |
| 7. | Records and Reports | 5 |
| | 7.1 Work reporting | 5 |
| | 7.2 Time and expense records | 5 |
| 8. | Audit | 5 |

| | | |
|-----|---|----|
| 9. | Indemnity and Insurance | 5 |
| | 9.1 Indemnity..... | 6 |
| | 9.2 Insurance..... | 6 |
| | 9.3 Workers compensation | 6 |
| | 9.4 Personal optional protection..... | 6 |
| | 9.5 Evidence of coverage | 6 |
| 10. | Force Majeure | 6 |
| | 10.1 Definitions relating to force majeure | 6 |
| | 10.2 Consequence of Event of Force Majeure | 7 |
| | 10.3 Duties of Affected Party | 7 |
| 11. | Default and Termination | 7 |
| | 11.1 Definitions relating to default and termination | 7 |
| | 11.2 District’s options on default | 7 |
| | 11.3 Delay not a waiver | 7 |
| | 11.4 District’s right to terminate other than for default | 8 |
| | 11.5 Payment consequences of termination | 8 |
| | 11.6 Discharge of liability | 8 |
| | 11.7 Notice in relation to Events of Default..... | 8 |
| 12. | Dispute Resolution | 8 |
| | 12.1 Dispute resolution process | 8 |
| | 12.2 Location of arbitration or mediation..... | 8 |
| | 12.3 Costs of mediation or arbitration..... | 8 |
| 13. | Miscellaneous | 9 |
| | 13.1 Delivery of notices | 9 |
| | 13.2 Change of address or fax number | 9 |
| | 13.3 Assignment | 9 |
| | 13.4 Subcontracting..... | 9 |
| | 13.5 Waiver..... | 9 |
| | 13.6 Modifications | 9 |
| | 13.7 Entire agreement..... | 9 |
| | 13.8 Survival of certain provisions | 9 |
| | 13.9 Schedules..... | 10 |
| | 13.10 Independent contractor | 10 |
| | 13.11 Personnel not to be employees of District..... | 10 |
| | 13.12 Key Personnel | 10 |
| | 13.13 Pertinent Information | 10 |
| | 13.14 Conflict of interest | 10 |
| | 13.15 Time..... | 10 |
| | 13.16 Conflicts among provisions | 10 |
| | 13.17 Agreement not permit nor fetter | 11 |
| | 13.18 Remainder not affected by invalidity | 11 |
| | 13.19 Further assurances | 11 |
| | 13.20 Additional terms..... | 11 |
| | 13.21 Governing law..... | 11 |
| 14. | Interpretation | 11 |
| 15. | Execution and Delivery of Agreement | 11 |

SCHEDULE A – SERVICES

Part 1 - Term

Part 2 - Services

Part 3 - Related Documentation

Part 4 - Key Personnel

SCHEDULE B – FEES AND EXPENSES

Part 1 - Maximum Amount Payable

Part 2 - Fees

Part 3 - Expenses

Part 4 - Statements of Account

Part 5 - Payments Due

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

THIS AGREEMENT is dated for reference the ___day of _____, 20__.

BETWEEN:

@LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR (the "Contractor") with the following specified address:

@ADDRESS

@POSTAL CODE

AND:

DISTRICT OF FORT ST. JAMES, (the "District") with the following specified address and fax number:

477 Stuart Drive West

PO Box 640

Fort St. James, BC V0J 1P0

The District wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the District and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which the District of Fort St. James is open for normal business;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the District or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by District

- 2.6 The District may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the District provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the District in writing, which request the District must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the District regarding access to and/or attendance at facilities owned, controlled or occupied by the District. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the District must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the District's opinion, are necessarily incurred by the Contractor in providing the Services; and

- (c) any applicable taxes payable by the District under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The District is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the District a written statement of account in a form satisfactory to the District upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the District may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the District and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the District to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the District.

Currency

- 3.4 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.5 If the Contractor is not a resident in Canada, the Contractor acknowledges that the District may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.6 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the District to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.7 The Contractor must:
 - (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the District has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the District.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the District as follows:
 - (a) except to the extent the Contractor has previously disclosed otherwise in writing to the District,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the District in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,

- (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the District's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

5.4 Any public announcement relating to this Agreement will be arranged by the District and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

5.5 The Contractor must not, without the prior written approval of the District, refer for promotional purposes to the District being a customer of the Contractor or the District having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the District, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the District.

Ownership and delivery of Material

- 6.2 The District exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the District immediately upon the District's request.

Matters respecting intellectual property

- 6.3 The District exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the District; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the District's request, the Contractor must deliver to the District documents satisfactory to the District that irrevocably waive in the District's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the District of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the District:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the District under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the District's request, the Contractor must fully inform the District of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the District. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the District may have under statute or otherwise, the District may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the District's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the District of the District's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

9.1 The Contractor must indemnify and save harmless the District and the District's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the District or any of the District's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:

- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
- (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

9.5 Within 10 Business Days of being requested to do so by the District, the Contractor must provide the District with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the District's reasonable opinion, to carry on business as a going concern.

District's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the District may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

11.3 No failure or delay on the part of the District to exercise its rights in relation to an Event of Default will constitute a waiver by the District of such rights.

District's right to terminate other than for default

11.4 In addition to the District's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the District may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the District terminates this Agreement under section 11.4:
- (a) the District must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the District's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the District any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the District has notified the Contractor in writing was not completed to the District's satisfaction before termination of this Agreement.

Discharge of liability

11.6 The payment by the District of the amount described in section 11.5(a) discharges the District from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the District of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Fort St. James, British Columbia.

Costs of mediation or arbitration

12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (b) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address

- 13.2 Either party may from time to time give notice to the other party of a substitute address which from the date such notice is given will supersede for purposes of section 13.1 any previous address specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the District's prior written consent. Upon providing written notice to the Contractor, the District may assign to any person any of the District's rights under this Agreement and any of the District's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the District's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive

the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the District; or
- (b) an agent of the District except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of District

13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the District.

Key Personnel

13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the District otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

13.13 The District must make available to the Contractor all information in the District's possession which the District considers pertinent to the performance of the Services.

Conflict of interest

13.14 The Contractor must not provide any services to any person in circumstances which, in the District's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the District under this Agreement.

Time

13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

13.16 Conflicts among provisions of this Agreement will be resolved as follows:

- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the District or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the District or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

- 13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the District are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

| | |
|--|--|
| <p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____</p> <p>Signature(s)</p> <p>_____</p> <p>Print Name(s)</p> <p>_____</p> <p>Print Title(s)</p> | <p>SIGNED on the ____ day of _____, 20__ on behalf of the District by its duly authorized representative:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Print Title</p> |
|--|--|

Schedule A – Services

PART 1. TERM:

- 1.1 Subject to section 2 of this Part 1, the term of this Agreement commences on _____ and ends on _____.
- 1.2 The District reserves the right to extend the term of this Agreement for up to __ additional year(s) on the same terms and conditions. Any extension will be at the sole discretion of the District and must be agreed upon by both parties in writing no later than 30 days before the Agreement’s expiry.

PART 2. SERVICES:

Outputs

Animal Control Services

- 2.1 The Contractor must respond to animal control complaints, patrol the District, and enforce bylaws relating to animal control. Emergency response services must be available 24/7 for incidents involving aggressive or injured animals.

Impound Facility Management

- 2.2 The Contractor must operate and maintain an impound facility to house animals safely, ensuring food, water, and care are provided. Detailed records of all impounded animals, including dates and fees, must be kept.

Licensing and Enforcement

- 2.3 The Contractor must enforce pet licensing requirements, issue citations for violations, and maintain records of compliance.

Reporting Requirements

- 2.4 The Contractor must submit monthly reports to the District detailing the number of calls, animals impounded, and actions taken. Incident reports for emergencies or unusual events must be submitted within 24 hours.

Inputs

Personnel and Qualifications

- 2.5 The Contractor must provide qualified animal control officers trained in humane animal handling and equipped with necessary safety gear. Staff qualifications must include experience in animal control operations, emergency response, and public education.

Equipment and Facilities

- 2.6 The Contractor must supply and maintain equipment for safe animal capture and transport. The Contractor is also responsible for all supplies and materials needed to operate the impound facility.

Outcomes

Through the delivery of the Services the District wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Reduction in the number of stray and dangerous animals within District limits;
- Increased compliance with animal licensing and bylaws; and
- Humane treatment and care of impounded animals, with efforts to reunite animals with their owners or facilitate adoption.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

Monthly Reports

- 2.7 The Contractor must submit monthly reports, detailing calls responded to, impounded animals, citations issued, and any other relevant data as specified by the District.

Incident Reports

- 2.8 The Contractor must provide a detailed incident report within 24 hours of any emergency response or unusual event involving aggressive or dangerous animals.

PART 3. RELATED DOCUMENTATION:

- 3.1 The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

- 3.2 The following are Appendices to this Schedule A:

Appendix 1 – Solicitation document excerpt

ATTACHED:

Appendix 2 – Proposal excerpt

ATTACHED:

PART 4. KEY PERSONNEL:

- 4.1 The Key Personnel of the Contractor are as follows:

(a)

(b)

(c)

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$_____ is the maximum amount which the District is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Flat Rate

Fees: \$_____ per month for performing the Services during the Term.

3. EXPENSES:

Expenses:

None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of the monthly flat rate under this Agreement, the Contractor must submit a written statement of account at the end of each month, along with the monthly report detailing the services provided for that period. The statement of account must include:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of any applicable taxes payable by the District in relation to the Services;
- (d) a description of this Agreement;
- (e) a statement number for identification; and
- (f) any other billing information reasonably requested by the District.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the District's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the District must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule.

Schedule C – Approved Subcontractor(s)

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Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the District:
 - (a) Commercial General Liability in an amount not less than \$5,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the District of Fort St. James as an additional insured,
 - (ii) be endorsed to provide the District with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the District.
3. The Contractor must provide the District with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the District evidence of all required insurance in the form of a completed District of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the District within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed District of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the District at any time, the Contractor must provide to the District certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
 - (b) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (c) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the District and the Contractor dealing with the same subject matter as the Agreement;
 - (d) “**privacy course**” means the District’s online privacy and information sharing training course or another course approved by the District; and
 - (e) “**public body**” means “public body” as defined in the Act;
 - (f) “**third party request for disclosure**” means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
 - (g) “**service provider**” means a person retained under a contract to perform services for a public body; and
 - (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the District to comply with the District’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Acknowledgements

3. The Contractor acknowledges and agrees that
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the District; and
 - (c) unless the Agreement otherwise specifies or the District otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is

necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Collection of Personal Information

4. Unless the Agreement otherwise specifies or the District otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the District provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the District otherwise directs in writing.
6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the contact information of the individual designated by the District to answer questions about the Contractor's collection of personal information.

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the District to make a decision that directly affects the individual the information is about.

Requests for Access to Information

10. If the Contractor receives a request for access to information from a person other than the District, the Contractor must promptly advise the person to make the request to the District unless the Agreement expressly requires the Contractor to provide such access. If the District has advised the Contractor of the name or title and contact information of an official of the District to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from the District to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

12. When issuing a written direction under section 11, the District must advise the Contractor of the date the correction request was received by the District in order that the Contractor may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the District, the Contractor disclosed the information being corrected or annotated.
14. If the Contractor receives a request for correction of personal information from a person other than the District, the Contractor must promptly advise the person to make the request to the District and, if the District has advised the Contractor of the name or title and contact information of an official of the District to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the District, by supporting the District with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the District in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the District upon request.

Retention of Personal Information

19. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the District in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

20. Unless the District otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the District otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the District, where that metadata is personal information, the Contractor will:

- (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
- (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the District otherwise directs in writing, the Contractor may only disclose personal information to any person other than the District if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
- (a) receives a third-party request for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,
- subject to section 24, the Contractor must immediately notify the District.
24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the District as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the District;
 - (b) provide the District with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the District as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the District;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the District.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the District under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the District with such information as may be reasonably requested by the

District to assist the District in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the District of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

30. In addition to any other rights of termination which the District may have under the Agreement or otherwise at law, the District may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the District under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

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