

FEE FOR SERVICE AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

BETWEEN:

THE CITY OF MAPLE RIDGE  
11995 Haney Place, Maple Ridge, BC V2X 6A9

AND

(the "City")

Ridge Meadows Search and Rescue  
23598 Jim Robson Way, Maple Ridge, BC V2W 1B8

(the "Recipient")

The City and Recipient may hereinafter collectively be referred as the "Parties," or individually be referred to as the "Party."

WHEREAS:

- A. The City has requested Recipient provide certain services set out in the attached Schedule A (the "Services");
- B. The Parties desire to set forth their respective rights, duties, obligations and procedures in regards to the provision and costs of the Services.

NOW, THEREFORE, for the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1.0 DEFINITIONS**

1.1 In this Agreement:

- (a) "Agreement" means this agreement, including the Schedules attached hereto, as amended or supplemented by the Parties from time to time;
- (b) "Business Day" means a day other than Saturday, Sunday, or statutory holiday observed in the City of Maple Ridge;
- (c) "Confidential Information" means non-public information, whether in written, oral, graphic or any other form, of a Disclosing Party that is disclosed to the Receiving Party without including publicly available information, information already in the possession of the Receiving Party, or information independently developed by the Receiving Party..
- (d) "Operating Funds" means the funding advanced by the City for the Recipient to provide Services;

- (e) “Recipient” means the vendor selected by the City for the provision of Services requested;
- (f) “Disclosing Party” means a party that discloses Confidential Information to a Receiving Party;
- (g) “Equipment” means any physical or digital resources, including interconnected systems or subsystems of resources, software and networks, used or to be used by the Recipient to provide the Services;
- (h) “Facilities” means any physical structure or building at which the Recipient provides or is to provide the Services;
- (i) “Insolvency Event” means any of the following events, as applicable:
  - i. a dissolution or liquidation under Section 123 of the *Societies Act*, SBC 2015, C-18, where an order is made, a special resolution is passed or a petition is filed, for the Recipient's liquidation or liquidation and dissolution,
  - ii. the Recipient commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
  - iii. a bankruptcy petition is filed or presented against the Recipient or a proposal under the Bankruptcy and Insolvency Act (Canada) is made by the Recipient,
  - iv. a receiver or receiver-manager of any of the Recipient's property is appointed, or
  - v. the Recipient ceases to carry on business as a going concern.
- (j) “Receiving Party” means a party that receives Confidential information from a Disclosing Party;
- (k) “Record” as defined in the *Interpretation Act* “includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by any means whether graphic, electronic, mechanical or otherwise”;
- (l) “Recipient’s Records” means all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Recipient or any Subcontractor pertaining to the Services as a result of this Agreement;
- (m) “Subcontractor” means any person retained by the Recipient to perform obligations under this Agreement; and
- (n) “Third Party” means a party other than the Parties to this Agreement.

## 2.0 RECIPIENT’S OBLIGATIONS

- 2.1 Unless the Parties otherwise agree in writing, the Recipient must supply and pay for all labour, materials, Facilities, Equipment, storage, approvals, licenses and permits necessary to perform Services and their obligations under the Agreement.
- 2.2 Unless otherwise specified in the Agreement, Recipient must perform the Services to a standard of care, skill, and diligence maintained by persons providing similar Services. Recipient must comply with any program standards applicable to the Services, as amended from time to time.

- 2.3 Recipient must ensure that all persons employed or retained to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
- 2.4 Recipient must, upon our request, fully inform the City of all work done by Recipient or a Subcontractor in connection with providing the Services.
- 2.5 The Recipient shall, during the whole of the Term and any renewal term, take out and maintain the following insurance, at the Recipient's sole expense:
- (a) comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the Recipient's activities and delivery of Service; such insurance shall be in the joint names of the Recipient and the City so as to indemnify and protect both the Recipient and the City and shall contain a "cross liability" or "severability of interests" clause so that the City and Recipient may be insured in the same manner and to the same extent as if individual policies had been issued to each, and shall be for the amount not less than \$5,000,000.00 combined single limit or such other amount as may be reasonably required by the City from time to time; such comprehensive general liability insurance shall, for the Recipient's benefit only, include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Recipient under the terms of this Agreement;
- 2.6 The policy of insurance referred to above shall contain the following:
- (a) provisions that the City is protected notwithstanding any act, neglect, or misrepresentation of the Recipient which might otherwise result in the avoidance of a claim under such policies and such that such policies shall not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);
  - (b) provisions that such policy of insurance shall not be cancelled without the insurer providing the City thirty (30) days written notice stating when such cancellation shall be effective.
- 2.7 Evidence satisfactory to the City of all such policies of insurance shall be provided to the City upon request in the form of a Certificate of Insurance.
- 2.8 The Recipient shall provide the City at the end of each fiscal year in the Term with the following:
- (a) approved financial statements of the Recipient including all financial statements related to its operation and a report of the previous years' activities in the in the provision of Services, [including all membership and program registration statistics];
  - (b) a true copy of its current constituting documents execution of this Agreement, and thereafter provide true copies of all amendments thereto.

- 2.9 The City may request additional assurance either through a review engagement or audit of the Recipient's financial statements.
- 2.10 The Recipient must maintain Records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to the Agreement, in a form and with content that enables the City to verify expenditures for Services, and must provide these Records upon request by the City.
- 2.11 The City may at its expense, conduct audits of the Services upon reasonable notice and the Recipient shall fully cooperate with such audits.
- 2.12 The Recipient agrees the City may enter any Facilities used to provide Services or to keep any Records, in order for the City to inspect the Facilities and any Equipment located there.
- 2.13 If the City makes available to the Recipient any Facilities or Equipment of the City for the use of the Recipient in providing the Services, the Recipient must comply with all applicable laws, and any policies and procedures provided to them by the City on acceptable use, protection of, and access to or attendance at, such Facilities or Equipment. The Recipient must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under the Agreement.

### **3.0 TERM OF AGREEMENT**

- 3.1 The term of this Agreement is for the period commencing on January 1, 2023 and terminating on December 31, 2025 subject to earlier termination or extension under Section 9 (the "Term").

### **4.0 OPERATING FUNDS**

- 4.1 The City agrees to pay to the Recipient the following Operating Funds to provide Services during the Term:
  - (a) For the 2023 calendar year, an annual amount of \$19,000 to be paid on the first day of October 2024;
  - (b) For the 2024 calendar year, an annual amount of \$19,500 to be paid on the first day of October 2024; and
  - (c) For the 2025 calendar year, an annual amount of \$20,000 to be paid on the first day of October 2025.
- 4.2 All Operating Funds advanced to the Recipient shall be subject to deduction of any amounts paid by the City under this Agreement on behalf of the Recipient, and of any amounts owed by the Recipient to the City.
- 4.3 The obligation of the City to pay the Operating Funds in any year is subject to the establishment of the City's annual budget and approval by City Council. The City shall budget for the Operating Funds; however, it is understood and acknowledged that if the Operating Funds budgeted by the City are reduced, the City and the Recipient agree to review and proportionally reduce the level of operating responsibilities to be provided by the Recipient under this Agreement. The City will act in good faith and endeavor to provide reasonable notice of funding reductions to the Recipient.

5.0 **CITY'S COVENANTS**

5.1 The City covenants and agrees:

- (a) the Staff Liaison shall be the manager of this Agreement on behalf of the City.

6.0 **RECIPIENT'S COVENANTS**

6.1 The Recipient covenants and agrees:

- (a) respond to the requests from the Ridge Meadows R.C.M.P. and the Maple Ridge Fire Department to carry out a search and rescue of a person who is reported lost or injured.
- (b) maintain the equipment and vehicles owned or operated by the Contractor in good condition.
- (c) conduct the searches, rescues, training sessions and other activities in a respectable and professional manner in order to continue the good reputation of the Contractor and the City; and
- (d) carry out any other activities described in the Contractor's mandate or Constitution which benefit the residents and visitors to Maple Ridge.

7.0 **RELATIONSHIP BETWEEN THE PARTIES**

7.1 The Parties acknowledge and agree that they do not intend, by entering into this Agreement, to form a partnership of any nature whatsoever between them, nor is it intended by carrying out the terms hereof, that they should be characterized as carrying on business in partnership. No Party shall take or omit to take any action whatsoever which might reasonably result in any Person (including any creditors of any Party) believing that the Parties are carrying on business in partnership.

7.2 The Parties agree that the manner and means by which the Recipient provides the Services are under the Recipient's sole and exclusive control; provided however, that the Services should meet the City standards regarding quality and timeliness, and are in accordance with the terms of this Agreement.

8.0 **INDEMNIFICATION**

8.1 The Recipient shall indemnify, protect, defend, save and hold the City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury, or damage to property, and against any and all damages, costs, expenses and fees including, without limitation, any reasonable legal expenses incurred by or on behalf of any of the foregoing in the investigation and defence of any and all such suits, proceedings, claims, demands or actions resulting from errors, or omissions claimed against the City, its officers, employees, volunteers, and agents during performance of this Agreement or the Services, or from any violation of any federal, provincial, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of the Recipient or its Subcontractors, officers, employees, volunteers and agents.

## **9.0 WITHDRAWAL FROM AGREEMENT OR TERMINATION**

- 9.1 A Party may withdraw from this Agreement by giving one hundred eighty (180) days prior written notice to the other Party provided, however, that the requirement for such notice may be waived by the City at any time in writing.
- 9.2 In the event the Recipient has experienced an Insolvency Event or is in material breach or default of its obligations under the terms of this Agreement, and the material breach or default continues for a period of five (5) Business Days, then the City, in its sole and unfettered discretion, may terminate this Agreement upon five (5) Business Days notice to the Recipient, and the Recipient shall remit the pro-rated balance of the Operating Funds received from the City for the remainder of the Term and any excess paid by the City shall be considered a debt due and owing to the City.

## **10.0 FORCE MAJEURE**

- 10.1 Neither party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such a delay or failure is caused by a "Force Majeure" event beyond their reasonable control. Without limiting the generality of the foregoing, the parties agree that Force Majeure events shall include natural disasters, acts of war, governmental restrictions put in place to combat pandemics (including by the City) that render delivery of the Services impossible, insurrection and terrorism but shall not include shortages or delays relating to supplies or services, the non-payment of any amount due to financial circumstances of the Recipient or the City or general economic conditions. If a party seeks to excuse itself from its obligations under the Agreement due to a Force Majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds 60 Business Days, the other Party may immediately terminate the Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating Party under the contract at law or in equity.

## **11.0 CONFIDENTIAL INFORMATION**

- 11.1 Confidential Information shall be returned to the Disclosing Party providing the Confidential Information upon the termination of this Agreement and within five (5) Business Days upon request from the disclosing Party.
- 11.2 All Confidential Information is and shall continue to be the exclusive property of the Disclosing Party. This Agreement is not intended to and does not grant, expressly or by implication, any right or license to any intellectual property right or similar proprietary right of any kind that the Disclosing Party may possess.
- 11.3 The Receiving Party agrees to exercise the more stringent of the two Parties' standard of care in safeguarding the Confidential Information against loss, theft, destruction or inadvertent disclosure as it would in respect of its own confidential information.
- 11.4 The Receiving Party shall notify the Disclosing Party immediately upon discovery of, or suspicion of any unauthorized use or disclosure of Confidential Information by Receiving Party; and Receiving Party shall cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.



- 12.5 **Survival.** All of the Recipient's obligations under this Agreement that are outstanding on the date that this Agreement expires or is terminated (including the obligation to indemnify the City set out in Section 8, the dispute resolution process in Section 13, governing law in Section 12.6) will survive the expiry or termination.
- 12.6 **Governing Law.** The validity and interpretation of this Agreement and the legal relations of the Parties will be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia and the federal laws of Canada applicable therein.
- 12.7 **Entire Agreement.** This Agreement (including any modification of it) states and comprises the entire agreement between the parties in connection with the subject matter of this Agreement and replaces any previous oral or written agreements between the Parties for the provision of Services. There are no representations, warranties, terms, conditions, undertakings or collateral agreements express or implied between the parties other than expressly set forth in this Agreement.
- 12.8 **Interpretation.** As used in this Agreement, the neuter gender will include the feminine or masculine gender, and the plural will include the singular wherever appropriate.
- 12.9 **Costs.** Except as provided in this Agreement, each Party will perform its obligations under this Agreement at its own cost and expense.
- 12.10 **No Third Party Beneficiaries.** Nothing in this Agreement will entitle any person other than the Parties to any claim, cause of action, remedy or other rights of any kind in respect of the subject matter hereof.
- 12.11 **Assignment.** The Recipient must not assign any of its rights or obligations under this Agreement. Upon providing written notice to the Recipient, the City may assign to any person any of the City's rights under this Agreement.
- 12.12 **Subcontracting.** Neither the whole, nor any part, of the Services may be subcontracted without the written consent of the City which may be arbitrarily denied.
- 12.13 **Independent Legal Advice.** The Parties agree that the contents, terms and effect of this Agreement have been explained to them by a lawyer and are fully understood.
- 12.14 **Counterparts and Delivery by Fax.** This Agreement may be executed electronically, including through DocuSign and similar applications, in any number of counterparts (including counterparts by scanned or electronic signature), each of which will be deemed to be an original, but all of which shall constitute one and the same document. Delivery of a counterpart of this Agreement electronically (including by email, fax or over an electronic signature platform) will be for all purposes as effective as if the parties had delivered an original executed Agreement.
- 12.15 **Remedies Cumulative.** No reference to or exercise of any specific right or remedy by the City shall prejudice or preclude the City from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the City may from time to time exercise any one or more of such remedies independently or in combination.

**13.0 GENERAL PROVISIONS**

13.1 In the event of a dispute arising between the Parties under this Agreement, each Party shall be entitled to give the other Parties written notice, within ten (10) Business Days of that Party's awareness of such a dispute, and the Parties shall use the below process to address disputes:

- (a) Designates for each Party will meet and work to resolve the dispute. If a resolution cannot be reached within ten (10) Business Days, or such time as agreed by all Parties, the dispute will be escalated in accordance with Subsection 13.1(b) below.
- (b) All disputes arising out of or in connection with this contract, or in respect of any defined legal relationship associated herewith or derived therefrom, shall be referred to and finally resolved by arbitration in accordance with the arbitration rules of the ADR Institute of British Columbia. The appointing authority shall be the ADR Institute of British Columbia. The case shall be administered by the ADR Institute of British Columbia in accordance with its arbitration rules. The place of arbitration shall be Vancouver, or, if agreed to between the Parties, any other location in the province of British Columbia.

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto as of the date and year first above written.

CITY OF MAPLE RIDGE, by its )  
authorized signatory(ies): )

\_\_\_\_\_)  
Name: )

\_\_\_\_\_)  
Name: )

Ridge Meadows Search and Rescue, by )  
its authorized signatory(ies): )

\_\_\_\_\_)  
Name: )

\_\_\_\_\_)  
Name: )

## Schedule A – Services

1. Provide the City with an annual report detailing the following:
  - a. Calls for service volume for Ridge Meadows;
  - b. The breakdown of each call for service category, such as air, ground, marine, etc.
  - c. Total community engagement hours in Ridge Meadows
  - d. Total community engagement events in Ridge Meadows
2. Provide the City financial statements which indicate the manner in which the grant monies contributed by the City have been spent; and
3. Report on any additional functions and performances during the course of the year that would be of value to the City.