

THIS AGREEMENT dated for reference the _____ day of _____, 2020.

BETWEEN:

REGIONAL DISTRICT OF EAST KOOTENAY, a Regional District pursuant to the *Local Government Act*, RSBC 2015, Chapter 1 and incorporated pursuant to the laws of the Province of British Columbia with a place of business at 19 - 24th Avenue South, Cranbrook BC V1C 3H8.

(the "RDEK")

OF THE FIRST PART

AND:

BAYNES LAKE SENIORS HOUSING SOCIETY

565 Baynes Lake School Road
Baynes Lake, BC V0B 1T4

("BLSHS")

OF THE SECOND PART

WHEREAS:

- A. The Baynes Lake Seniors Housing Society is desirous of having the RDEK provide water system operations and reporting services for Spirit Pond Haven.
- B. The Baynes Lake Seniors Housing Society, by Society Resolution of which a copy is to be provided to the RDEK, has approved and consented to the terms and conditions hereinafter set out.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants hereinafter contained and in consideration of the monies hereinafter agreed to be paid by BLSHS to the RDEK, the parties hereto agree as follows:

1. The RDEK agrees to provide water system operations and reporting services as outlined in Schedule A.
2. The RDEK will provide BLSHS with a quarterly invoice for all expenses incurred by the RDEK on behalf of BLSHS in providing water system operations and reporting services. Such expenses will include, but not be limited to:
 - (a) payroll and a 55% overhead charge for administration costs;
 - (b) consumables such as chlorine, water filter cartridges, and ultraviolet bulbs; and
 - (c) fleet costs charged at the annual Canada Revenue Agency mileage rate, currently \$0.59/km.
3. BLSHS will pay the RDEK quarterly fee upon receipt of the invoice from the RDEK.

TERM

4. This Agreement will commence on March 1, 2020 and will continue until February 28, 2025.

INSURANCE AND INDEMNITY

5. BLSHS further covenants to obtain and keep in force during the term of this Agreement, at its sole expense, insurance, satisfactory to the RDEK, protecting the RDEK and BLSHS (without any rights of cross-claim or subrogation against the RDEK) against claims for personal injury, death, property damage or third party or public liability claims arising out of, in connection with or in any way related to the water system operations and reporting services provided by the RDEK to BLSHS pursuant to this Agreement and in an amount not less than \$5,000,000.
6. BLSHS indemnifies, saves harmless, releases and forever discharges the RDEK and its officers, employees, agents and elected officials from and against any and all manner of actions, causes of action, debts, claims, suits, losses, liabilities, costs, damages, demands and expenses whatsoever, whether known or unknown arising out of, related to, occasioned

TERMINATION

- ## NOTICES

- ## SEVERANCE

- ## ENTIRE AGREEMENT

- ## INTERPRETATION

- C/S

SCHEDULE A

1. The following water system operations and reporting services will be provided by the RDEK:
 - a) Water system inspection, monitoring and data recording will be provided bi-weekly, or as required, by a qualified operator.
 - b) Coordination and scheduling of turbidity and chlorine residual monitoring with site resident personnel.
 - c) Monthly, quarterly and annual reporting to Interior Health Authority and BLSHS.
 - d) Water sampling and delivery to Interior Health Authority will be provided bi-weekly, or as required.
 - e) Raw water sampling for full spectrum chemical analysis will be provided bi-annually, or as required.
 - f) Liaising with the water system manufacturer and Interior Health Authority, as required.
 - g) Purchasing and maintaining water system inventory supplies such as chlorine, water filter cartridges and ultraviolet disinfection bulbs.
 - h) Maintaining and updating the water system Emergency Response Plan and Operations Manual.
 - i) Emergency on-call services will be provided continuously for the BLSHS Site Manager.
 - j) j) Recommending upgrades or improvements to the water system. Upon BLSHS approval, executing or supervising the execution of said upgrades or improvements. All costs related to the upgrades or improvements are the responsibility of BLSHS.