

Binder: _____ File: UWbk 611 001

Term: March 1, 2020 to February 28, 2025

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

by or attributable to the work undertaken by the RDEK for BLSHS under this Agreement, except to the extent the same is caused or contributed to by the negligence of the RDEK in which case the RDEK will indemnify BLSHS in the same like manner and to the same extent as set out above.

TERMINATION

7. Notice of Termination may be served by either party giving the other party 60 days notice, in writing, and will be delivered as outlined in Section 8.

NOTICES

8. All notices in this Agreement will be given in writing, and will be delivered by pre-paid courier or hand-delivered to the address indicated on the face page of this agreement or otherwise transmitted by fax or other means of electronic communication to the usual numbers or addresses of the respective party. Such addresses may be changed from time to time by either party giving notice to the other party.

SEVERANCE

9. If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of this Agreement.

ENTIRE AGREEMENT

10. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and there are no terms, conditions, representations, or warranties, expressed or implied, statutory or otherwise, except for those expressly set forth herein.

INTERPRETATION

- 11. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 12. Headings are inserted in this Agreement for convenience only and will not be construed as affecting the meaning of this Agreement.
- 13. All references to section numbers in this Agreement refer to sections in this Agreement, and all references to Schedules in this Agreement refer to Schedules attached to this Agreement.
- 14. Whenever the singular or masculine is used herein, the same will be construed as meaning the plural or feminine or body politic or corporate where the context of the parties hereto so require.
- 15. This Agreement will enure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.

The Corporate Seal of REGIONAL DISTRICT OF EAST KOOTENAY was hereunto affixed in the presence of:)))
) C/S
Rob C. Gay, Chair)))
Shawn Tomlin, Chief Administrative Officer)

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SIGNED by BAYNES LAKE SENIORS HOUSING SOCIETY in the presence of:)))
Witness Signature	KATEY TAYLOR, Manager
Witness Name)))
Witness Address)

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) 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.