

SCHEDULE B

CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT dated for reference January , 2016 is BETWEEN:

SALT SPRING FIRE PROTECTION DISTRICT, an improvement district duly incorporated under the laws of British Columbia and having an address at 105 Lower Ganges Road, Salt Spring Island BC V8K 1T1 ("District")

AND:

"Contractor"

GIVEN THAT the District wishes to engage the Contractor to provide contracted services as detailed in the attached Scope of Work and Duties (Schedule "A") and the Contractor wishes to provide such services to the District in accordance with the terms and conditions of this agreement;

This agreement is evidence that in consideration of payment of \$1.00 by the District to the Contractor (the receipt and sufficiency the Contractor acknowledges) and in consideration of the promises exchanged below, the District and the Contractor agree with each other as follows:

Definitions

1. In this agreement, in addition to the words defined above,
 - (a) "Services" means the acts, services and work described in the Scope of Work and Duties (Schedule "A") and all acts, services and work necessary to perform this work and these duties.

Services to Be Performed By the Contractor

2. The Contractor agrees to perform the Services during the Term, in accordance with the terms and conditions of this agreement.

Term

3. The term of this agreement is open ended, commencing on _____ and continuing until terminated in accordance with this agreement.

Warranty As To Quality of Services

4. The Contractor represents and warrants to the District that:
 - (a) the Contractor has the education, training, skill, experience and resources necessary to perform the Services; and

The Contractor acknowledges and agrees that the District has entered into this agreement relying on the representations and warranties in this section.

Remuneration and Reimbursement

5. The District must pay the Contractor for the work done at the following agreed upon rates:

\$XX per hour or per month for performance of the duties outlined in Schedule "A".

It is understood by both parties that payment for additional work or duties beyond that contemplated in the Scope of Work and Duties will be negotiated separately between the parties.

Invoices

6. Invoices are to be presented monthly together with documentation to support reimbursement of out of pocket expenses incurred.

Payment by the District

7. The District must, to the extent the District is satisfied the fees and disbursements are for Services reasonably and necessarily performed by the Service Provider, pay the Contractor the fees and disbursements claimed in the invoice delivered in accordance with section 6, within 30 days after delivery of an invoice to the District.

Termination of the Contract at the District's or Contractor's Discretion

8. Despite the rest of this agreement, the District or Contractor may, in its sole discretion, by giving sixty (60) days notice to the other party, terminate or suspend all or any part, of the Services. If the District terminates or suspends all or part of the Services under this section, the Contractor may deliver an invoice to the District for the period between the end of the month for which the last invoice was delivered by the Contractor and the date of termination or suspension, and sections 6 and 7 apply. The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all, or any part, of the Services.

Termination for Default

9. Despite the rest of this agreement, the District may terminate all, or any part of, the Services, by giving notice of termination to the Contractor, which is effective upon delivery of the notice, if:
 - (a) the Contractor breaches this agreement and the Contractor has not cured the breach, or is not diligently pursuing a cure for the breach to the satisfaction of the District, in the District's sole discretion, within five days after notice of the breach is given to the Contractor by the District; or
 - (b) the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Contractor or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the District, if the District terminates part or all of the Services under this section, the District may arrange, upon such terms and conditions and in such manner as the District considers appropriate, for performance of any part of the Services, and the Contractor is liable to the District for any expenses reasonably and necessarily incurred by the District in engaging the services of another person to perform those Services. The District may set off against, and withhold from amounts due to the Contractor such amounts as the District determines, acting reasonably, are necessary to compensate and reimburse the District for the expenses described in this section.

Confidential Information

10. Except as required by law, the Contractor must not, during or after the Term, divulge or disclose any secret or confidential information, or any information that the Contractor receives in connection with this agreement which in good faith or good conscience ought not be disclosed. The Contractor and/or all employees having direct access to the District's records will be required to sign the District's Confidentiality and Conflict of Interest Agreement as a condition of this agreement.

Records

11. The Contractor:
 - (a) must keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which must at all reasonable times be open to audit and inspection by the District, which may make copies and take extracts from the accounts and records;
 - (b) must keep reasonably detailed records of performance of the Services by the Contractor, including password and operating manuals which would reasonable be considered necessary for a third party to perform the Services in the absence of the Contractor;
 - (c) must afford access to accounts and records detailed in section 11(a) by designated District employees if the need should arise in the absence of the Contractor.

Delivery of Records

12. If the District terminates all or part of the Services under this agreement, the Contractor must immediately deliver to the District, without request, all Service-related documents in the Contractor's possession or under its control.

Ownership of Intellectual Property

13. By this section, the Contractor irrevocably grants to the District the unrestricted license for the District to use all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. The Contractor agrees that the license granted by this section includes the right for the District, at any time, to adapt, use and modify all such technical information and intellectual property for the District's uses set out above.

Agreement for Services

14. This is an agreement for the performance of services and the Contractor is engaged under the agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this agreement, neither the Contractor nor any of its employees or contractors is engaged by the District as an employee or agent of the District. The Contractor is solely responsible for any and all remuneration and benefits payable to its employees and contractors, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax. This agreement does not create a joint venture or partnership, and the Contractor has no authority to represent or bind the District in any way.

Conflict of Interest

15. The Contractor must not perform, for gain, any services for any person other than the District, or have an interest in any contract other than this agreement, if the District determines, acting reasonably, that performance of the services, or the Contractor's interest in the contract, creates a conflict of interest between the obligations of the Contractor to the District under this agreement and the obligations of the Contractor to the other person or between the obligations of the Contractor to the District under this agreement and the Contractor's pecuniary interest.

Assignment

16. No part of this agreement may be assigned or subcontracted by the Contractor without the prior written consent of the District, and any assignment or subcontract made without that consent constitutes a breach by the Contractor of this agreement. The Contractor agrees that, among other things, the District may refuse its consent if the District, in its sole discretion, determines that the proposed assignee or subcontractor does not have the skill, experience or corporate resources necessary to perform the Services. A permitted subcontract does not relieve the Contractor from any obligation already incurred or accrued under this agreement or impose any liability upon the District.

Time of the Essence

17. Time is of the essence of this agreement.

Severance

18. 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.

Notice

19. Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this agreement must be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

- (a) The District:
Salt Spring Island Fire Protection District
105 Lower Ganges Road
Salt Spring Island
BC V9K 2T1
Fax: 250-537-2509
Email: corpadmin@saltspringfire.com

- (b) **“Contractor”**

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

Interpretation and Governing Law

20. In this agreement

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this agreement;
- (c) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this agreement;
- (d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- (e) reference to a month is a reference to a calendar month; and
- (f) section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement.

21. This agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

Binding on Successors

22. This agreement ensures to the benefit of and is binding upon the parties and their respective successors, subcontractors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

Entire Agreement

23. This agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this agreement.

Waiver

24. Waiver of any default by either party must be express and in writing to be effective, and a waiver of a particular default does not waive any other default.