

Request for Proposals

SLRD HOUSING NEED AND DEMAND STUDY UPDATE



Issue date:	March 6, 2024
Closing time:	4:00 PM, April 26, 2024
Closing location:	SLRD Office (1350 Aster St.)
Contact:	Kim Needham

Squamish-Lillooet Regional District

Request for Proposals

Housing Need and Demand Study Update

Issue date: March 6, 2024

Closing Time: 4:00 PM, April 26, 2024

QUERIES

Queries and requests for clarification related to this Request for Proposals (“RFP”) are to be submitted, in writing, to the following contact person (the “**Contact Person**”).

Kim Needham, Director of Planning and Development
Squamish-Lillooet Regional District
Box 219, Pemberton, BC V0N 2L0
E-mail: kneedham@slrd.bc.ca

The Squamish-Lillooet Regional District (“SLRD”) will determine, at its sole discretion, whether the query requires response and such responses will be made available to all by issue of addenda posted on the SLRD’s website (www.slrd.bc.ca). No verbal conversation will affect or modify the terms of this RFP.

PROPOSERS’ SITE MEETING:

A Proponent’s site meeting will not be held.

PROPOSER SECTION:

(A person authorized to sign on behalf of the proponent **must** complete and sign below and submit this page as part of the Proposal.)

- The accompanying proposal is submitted in response to the above-referenced Request for Proposals, including any addenda.
- Through submission of the Proposal, the Proponent agrees to the terms and conditions of the Request for Proposals and agrees that any inconsistent provisions in the Proposal will be as not written and do not exist.
- The Proponent has carefully read and examined the Request for Proposals (including the Administrative Requirements) and has conducted such other investigations as were prudent and reasonable in preparing the Proposal.
- The Proponent agrees to be bound by statements and representations made in the Proposal.

Legal Name of Proponent (include “Doing Business As” name, if applicable): _____

Address of Proponent: _____

Phone Number/Email Address of Proponent: _____

Signature of Authorized Representative: _____

Printed Authority Representative’s Name and Title (i.e. President, Director, etc.): _____

The Request for Proposals consists of the following:

- This Page;
- Section 1 Administrative Requirements;
- Section 2 Instructions to Proponents;
- Section 3 Project Details;
- Section 4 General Conditions; and
- Section 5 Schedules.

1. ADMINISTRATIVE REQUIREMENTS

A. Definitions

Throughout this RFP, the following definitions apply:

"Contract" means the written agreement resulting from this RFP executed by the SLRD and the Contractor;

"Consultant" means the successful Proponent to this RFP who enters into a written Contract with the SLRD;

"must", or "mandatory" means a requirement that must be met in order for a Proposal to receive consideration;

"Proponent" means an individual or a company that submits, or intends to submit, a Proposal in response to this RFP;

"Proposal" means the document submitted by the Proponent;

"SLRD" means the Squamish-Lillooet Regional District;

"RFP" means the process described in this document;

"should" or "desirable" means a requirement having a significant degree of importance to the RFP.

B. Terms and Conditions

The following terms and conditions will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms herein and that are included in any addenda issued by the SLRD. Provisions in Proposals that contradict any of the terms of this RFP will be as if not written and do not exist.

C. Acknowledgement Form

Proponents are advised to fill out and return the Acknowledgement Form attached hereto as Schedule A. This form may be delivered by fax or email and will facilitate the further receipt by the Proponent of any Addenda to the RFP.

D. Addenda

Whether or not the Proponent has returned the Acknowledgement Form, the Proponent is required to regularly check the SLRD's website for any updated information and addenda issued before the closing date. If there is any discrepancy in the RFP documentation, the SLRD's original file will prevail.

E. Late Proposals

A proposal will be marked with its receipt time at the closing location. Only a proposal received and marked before the closing time will be considered to have been received on time. A proposal received after the closing time may not be considered. In the event of a dispute, the receipt time of the proposal as recorded by the SLRD at the closing location will prevail. The Proponent is advised to verify prior to the closing time that the SLRD has received the proposal.

F. Eligibility

A proposal may not be evaluated if the Proponent's current or past corporate or other interests may, in the SLRD's opinion, give rise to a conflict of interest in connection with the project described in this RFP. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent is advised to consult with the Contact Person prior to submitting a proposal.

G. Evaluation

The evaluation of the Proposal will be by staff of the SLRD but may include consultants/contractors of the SLRD. The SLRD's intent is to enter into a Contract with the Proponent who has been evaluated as having the

most desirable Proposal. The SLRD may, at its discretion, request clarifications or additional information from Proponents with respect to any Proposals, make such requests to only selected Proponents, and consider such clarifications or additional information in evaluating the Proposals.

H. Negotiation/Negotiation Delay

The SLRD reserves the right, prior to awarding the Contract, to negotiate changes to the scope of work (including pricing to meet budget) with the successful Proponent without advising any other Proponent or allowing any other Proponent to vary their Proposal as a result of the changes to the scope of work or to the contract documents and the SLRD may enter into a changed or different contract with the successful Proponent without liability to Proponents who were not awarded the Contract.

I. Request for Debriefing

Unsuccessful Proponents may request a debriefing with the SLRD, which may, at the SLRD's option, be conducted via telephone or email. However, the SLRD will not provide information regarding the other Proposals.

J. Alternative Solutions

If alternative solutions are to be offered, the Proponent should consult with the Contact Person prior to submitting the Proposal.

K. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing date and time. Upon closing time, all Proposals become final. The Proponent will not change the wording of the Proposal after closing and no words or comments will be added to the Proposal unless requested by the SLRD for purposes of clarification.

L. Proponent's Expenses

The Proponent is solely responsible for its own expenses in preparing the Proposal and in subsequent negotiations with the SLRD, if any. Regardless of whether or not the SLRD elects to reject all Proposals, the SLRD will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other cause of action whatsoever.

M. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it has no cause of action, for any reason whatsoever, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing the Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

N. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing time. The accuracy and completeness of the Proposal shall be the sole responsibility of the Proponent and any errors or omissions shall be corrected at the Proponents' expense.

O. Firm Pricing

Prices will be firm for the entire Contract period unless this RFP specifically states otherwise.

P. Currency and Taxes

Prices are quoted to be:

- in Canadian dollars;
- inclusive of all fees;
- exclusive of disbursements, for which a detailed estimate shall be provided by the Proponent; and
- inclusive of all applicable taxes, broken out.

Q. Completeness of Proposal

By submitting the Proposal, the Proponent warrants that, if this RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Contractor at no charge.

R. Subcontracting

The use of a subcontractor(s) (who should be identified in the Proposal) may be acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be defined in the Proposal.

However, a proposed subcontractor whose current or past corporate or other interests may, in the SLRD's opinion, give rise to a conflict of interest in connection with the subject-matter of the RFP may not be acceptable. This includes, but is not limited to, a subcontractor involved in the preparation of this RFP. If a Proponent is in doubt as to whether a proposed subcontractor may give rise to a conflict of interest, the Proponent should consult with the Contact Person prior to submitting a Proposal.

Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. The addition of new subcontractors, or any other changes to the subcontractor list, as set out in the Contract will not be allowed without the written consent of the Regional District.

S. Acceptance of Proposals

This RFP is not an agreement to purchase goods or services. The SLRD is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. The SLRD will assess Proposals in light of the evaluation criteria. The SLRD is under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of the Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

T. Definition of Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

U. Definition of Contract

By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will

enter into a Contract with the SLRD in substantially the terms set out in Schedule D.

V. Liability for Errors

While the SLRD has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for the Proponents. The information is not guaranteed or warranted to be accurate by the SLRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

W. Modification of Terms

The SLRD reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a Contract with the successful Proponent.

X. Ownership of Proposals

All Proposals submitted to the SLRD become the property of the SLRD. They will be received and held in confidence by the SLRD, subject to the provisions of this RFP and the Freedom of Information and Protection of Privacy Act.

Y. Use of Request for Proposals

Any portion of this document, or any information supplied by the SLRD in relation to this RFP may not be used or disclosed, for any purpose other than for the submission of the Proposal. Without limiting the generality of the foregoing by submission of the Proposal, **the Proponent agrees to hold in confidence all information supplied by the SLRD in relation to this RFP.**

Z. Reciprocity

The SLRD may consider and evaluate a Proposal from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Proposal from a British Columbia supplier.

AA. No Lobbying or Solicitation

The Proponent must not attempt to communicate directly or indirectly with any employee, contractor or representative of the SLRD, including the members of the evaluation team and any elected officials of the SLRD, or with members of the public or the media, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed or permitted by the SLRD herein or otherwise.

BB. Collection & Use of Personal Information

The Proponent is solely responsible for familiarizing itself and for ensuring that it complies, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires the Proponent to provide the SLRD with personal information of employees or subcontractors who have been included as resources in response to this RFP, the Proponent will ensure that it has obtained written consent from each of those persons before forwarding such personal information to the SLRD. Such written consents are to specify that the personal information may be forwarded to the SLRD for the purposes of responding to this RFP and use by the SLRD for the purposes set out in the RFP. The SLRD may, at any time, request the original consents or copies of the original consents from the Proponent, and upon such request being made, the Proponent will immediately supply such originals or copies to the SLRD.

2. INSTRUCTIONS TO PROPONENTS

A. DESCRIPTION OF SERVICES

The SLRD is requesting proposals from qualified firms to prepare an update to the 2019 SLRD Housing Need and Demand Study.

Please refer to **Section 3 – Project Details** for further information.

B. TERM

The term of the contract is to commence work no later than June 3, 2024 and conclude prior to December 31, 2024.

C. RFP DOCUMENTS

The RFP documents package is available:

1. For downloading in Portable Document Format (PDF) at:
 - The SLRD website at www.slrd.bc.ca; and
 - www.bcbid.gov.bc.ca by browsing for opportunities by organizations and selecting Squamish-Lillooet Regional District;
2. In hard copy, by request, from the SLRD office at 1350 Aster Street, Pemberton, BC, between the hours of 8:00 AM to 4:30 PM, Monday to Friday (excluding statutory holidays).

D. QUERIES

Queries and requests for clarification related to this RFP are to be submitted, in writing, to the Contact Person:

Kim Needham, Director of Planning and Development
Squamish-Lillooet Regional District
Box 219, Pemberton BC
V0N 2L0
Email: kneedham@slrd.bc.ca

The SLRD will determine, at its sole discretion, whether queries require responses and such responses will be made available to all by issue of addenda posted on the SLRD's website (www.slrd.bc.ca). No verbal conversation will affect or modify the terms of the RFP.

E. CLOSING DATE AND TIME AND PROPOSAL OPENING

Proposals must be received by the SLRD on or before 4:00 PM local time on April 26, 2024.

Proposals will not be opened in public.

F. PROPOSAL FORMAT

The SLRD requests that the following format and sequence be followed in order to provide consistency in considering Proposals.

- Title Page, including RFP title, Proponent's name, address, phone number, email address, and name of representative;
- Letter of Introduction (1 page), identifying the Proponent, the size of the firm etc. to be signed by the person(s) authorized to sign on behalf the Proponent;

- The body of the Proposal, including a completed Schedule “C”.

G. SUBMISSION OF PROPOSALS

Proposals must be submitted to the SLRD in one of the following ways:

By courier to:
Squamish-Lillooet Regional District
1350 Aster Street,
Pemberton, B.C.
V0N 2L0

By mail to:
Squamish-Lillooet Regional District
Box 219
Pemberton, B.C.
V0N 2L0
Attn: Kim Needham

By e-mail (PDF files) to:
E-mail: kneedham@slrd.bc.ca

H. EVALUATION CRITERIA

The criteria for evaluation of the Proposals may include, but is not limited to:

- Corporate experience and references for similar projects, general reputation in the industry, capacity, resources, and professional qualifications;
- Approach, methodology and understanding of the SLRD’s requirements;
- Total cost/fees (and hourly rates for extra work);
- Sustainability and value-added benefits.

The evaluation criteria will be used to determine the best overall value to the SLRD and may be applied on a comparative basis vis-à-vis each Proposal.

3. **PROJECT DETAILS**

A. OVERVIEW

The SLRD is requesting submissions for an updated Housing Need and Demand Study. The [existing study](#) was adopted in February 2020 and is based on 2016 census data. The study requires updating to incorporate current information and to meet new Provincial regulatory requirements.

B. SCOPE OF WORK

The updated Housing Need and Demand Study shall be in accordance with the Scope of Work attached as Schedule “B”.

C. TERMS OF PAYMENT

The Proponent must specify in the Proposal the terms of payment required for the duration of the project (if more frequently than a monthly invoicing cycle).

D. COSTS

The Proponent will provide a fixed price (inclusive of all fees and disbursements and exclusive of GST) for all work necessary to complete the scope of work as set out in Schedule "B", as well as an hourly rate for any extras in the event of any changes to the Scope of Work (if so authorized in advance and in writing by the SLRD).

The SLRD has allocated a budget of \$35,000 for the completion of this project.

4. GENERAL CONDITIONS

A. INSURANCE

The Proponent must have the following insurance coverage:

- Commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate, naming the SLRD as additional insured;
- Automobile liability insurance providing coverage on all vehicles owner, operated or licensed in the name of the Proponent in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, death and damage to property;
- Professional liability insurance providing coverage for the applicable statute of limitations period relevant to claims asserted by the SLRD in an amount of \$2,000,000 in respect of each claim or occurrence and in the aggregate.

B. WORKSAFEBC

The Proponent must have WorkSafeBC coverage.

C. COMPLIANCE

The work to be carried out must comply with and be in accordance with all provincial and local government laws, regulations and policies.

D. INDEMNITY

Except to the extent arising out of the negligent acts or omissions of the SLRD, the Proponent will release, indemnify and save harmless the SLRD from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Proponent in the performance of the Services. This release and indemnity shall survive notwithstanding the completion of the Services and/or the expiry or termination of the agreement.

The indemnity provided by the Proponent to the SLRD will not in any way be limited or restricted by the insurance requirements or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act.

5. SCHEDULES

SCHEDULE "A" – Acknowledgement Letter

SCHEDULE "B" – Scope of Work

SCHEDULE "C" – Costs

SCHEDULE "D" – Draft Services Agreement

SCHEDULE “A” – ACKNOWLEDGEMENT LETTER

[The undersigned will be sent any amendments or addenda in respect of the Request for Proposals – Housing Need and Demand Study Update.]

We presently intend to provide a Proposal in respect of the Request for Proposals – SLRD Housing Need and Demand Study.

Signature

Company/Business Name

Name (please print)

Address

Title

City

Phone Number

Mobile Phone Number

Date

Email Address

Return immediately to:

Kim Needham, Director of Planning and Development
Squamish-Lillooet Regional District
P.O. Box 219m 1350 Aster Street
Pemberton, BC, V0N 2L0
604.894.6371 ext. 242
Email: kneedham@slrd.bc.ca

SCHEDULE “B” – SCOPE OF WORK

Background

The Squamish-Lillooet Regional District had a Housing Need and Demand Study completed in 2019-2020. This study contains three key components: a Current Need Analysis, a Demand Analysis, and a Supply Analysis. Since the completion of this study, SLRD staff have worked to incorporate recommendations in Official Community Plans and Zoning Bylaws. The existing study requires updating to meet new Provincial requirements, as well as to incorporate current information including the 2021 Census data.

The Squamish-Lillooet Regional District (SLRD) is currently home to a total of 50,496 residents (2021 Census) located within its four member municipalities (District of Squamish, Resort Municipality of Whistler, Village of Pemberton and District of Lillooet) and its four electoral areas (Area A, Area B, Area C and Area D). This represents an increase of 18.4% over the 2016 population (42,665; 2016 Census), making the SLRD one of the fastest growing regional districts in the province. The pace of growth in the SLRD is accelerating from Census to Census.

A 2017 study of population, employment and dwelling unit projections commissioned by the SLRD and conducted by Urbanics Consultants indicated that the population of the SLRD could increase to nearly 57,000 people by 2036 (medium growth scenario). Based on the change from 2016 to 2021, this number could be reached sooner than anticipated in these projections.

In the region, growth pressures and escalating housing costs have led to a lack of available and affordable housing. Supporting a range of quality affordable housing throughout the region is a noted priority in the SLRD's Regional Growth Strategy (please note that Electoral Area A is not part of the Regional Growth Strategy). Access to stable and affordable housing continues to be critical to ensuring residents experience a high quality of life, supporting sustainable economic development, and supporting diversity and community well-being.

Required Study Contents

The Housing Need and Demand Study update will include, but may not be limited to:

- **An updated Current Need Analysis**
 - To identify who in each electoral area requires housing immediately. This includes an analysis of those who currently lack their own housing, or who live in inadequate housing, either because they cannot afford the housing that is available to them or because there is no suitable affordable housing to meet their needs or household type.
- **An updated Demand Analysis**
 - To look at the projected short to medium term predicted household composition in order to estimate the future need for affordable housing. The current need and the demand analyses will help to project the present and future housing needs within each of the four electoral areas.
- **An updated Supply Analysis**
 - To examine the existing housing stock and any anticipated additions in order to determine the ability of the communities in each of the four electoral areas to meet their current and future affordable housing needs.
 - The Supply Analysis must include projections to meet housing needs over a 5-year horizon and a 20-year horizon.
- **Updated recommendations reflecting current context and population growth**
- **All required content under Bill 44 – Housing Statutes (Residential Development) Amendment Act, 2023, including but not limited to:**
 - A review of current Official Community Plans and recommendations as to where changes should be made

-
- A description of the actions taken by the SLRD Board to reduce housing needs in the region since receipt of the existing study (content will be provided by SLRD staff)
 - A statement about the need for housing in close proximity to transportation (walking, bicycling, public transit, and other alternative forms of transportation) to the degree this applies within the SLRD
 - **All housing unit calculations must follow prescribed Provincial methodology**
 - **Any other Provincial requirements**

In addition to the required study contents, Proponents may propose additional contents that will assist staff, elected officials, and members of the public in working toward a balanced and effective housing supply across the housing continuum.

Engagement

It is anticipated that community engagement will be a component of the update. All community engagement will be conducted virtually, and will include:

- A Virtual Community Survey hosted on the SLRD Get Involved page
- An SLRD-wide Virtual Open House

The SLRD is open to unique and creative solutions for online engagement. A project page will be maintained on Get Involved SLRD by SLRD staff.

Completion Date

Proponents must develop a work plan that will enable the updated study to be received by the SLRD Board of Directors no later than **December 12, 2024**. Proponents are encouraged to build contingencies into their timelines in order to ensure this critical deadline is met.

Board Presentation

Proponents are expected to include time and budget allocations in their Proposals in order to deliver a final presentation on the study to the SLRD Board of Directors on December 12, 2024 at the Committee of the Whole meeting. This presentation may be delivered in-person or virtually.

Outcomes and Measurable Indicators of Success

A successful study update will provide the SLRD with a thorough understanding of how to work toward a more balanced housing market, and what has changed since the previous study was completed. The final report should provide updated areas of need and provide details of the amount, type, size and variety of market and non-market affordable housing that will be required over a 5-year and a 20-year horizon.

The ways this information will be used include, but are not limited to:

- Updating Official Community Plan and Zoning Bylaws as needed;
- Informing negotiations with developers; and
- Providing Electoral Area Directors with current and necessary information when engaging with private sector and public sector stakeholders.

The measurable indicator of success will be an updated study that meets Provincial requirements and includes the following in respect of each of the four Electoral Areas:

- Full review of all current data on population and employment, including a comparison to the previous Census that will enable updated need projections;

-
- Full review of current zoning and development capacity based on zoning, Official Community Plan designations and Regional Growth Strategy consideration (Note that the RGS does not apply to Electoral Area A);
 - Full review of all current data on housing stock by type and tenure;
 - Summary of current SLRD housing need and demand with an assessment of any key gaps between existing and needed supply for each Electoral Area. This should be broken down by housing type and include the total number of units needed over the 5-year and 20-year horizons;
 - Summary of key findings and updated recommendations based on new information.

SCHEDULE “C” – COSTS

Proponents must complete this form and submit with other proposal documents.

1. Fixed Price (inclusive of all fees and disbursements and exclusive of GST) to complete the scope of work listed in Schedule “B” above:
\$: _____
 2. The hourly rates (inclusive of all fees and disbursements and exclusive of GST) for extra work not included in this Schedule that may be required at a per hour or per diem rate:
\$: _____
 3. Terms of Payment (if more frequent than monthly):

- Fixed price includes the provision of all tools, materials, equipment, labour, transportation, fuel, supervision, management, overhead, materials, traffic control, services, packing and crating (where applicable), import and export duties, freight, handling, transportation, insurance, all other associated or related charges, federal, provincial and municipal taxes, bonding costs (where applicable), licences, permits, inspections and all other requirements necessary for the commencement, performance and completion of the Services.

SCHEDULE “D” – DRAFT CONSULTING SERVICES AGREEMENT

See attached.

CONSULTING SERVICES AGREEMENT

Housing Need and Demand Study Update

THIS AGREEMENT dated for reference _____, 2024 is

BETWEEN:

SQUAMISH-LILLOOET REGIONAL DISTRICT, a regional district created by letters patent through provincial legislation

(the "Regional District")

AND:

_____, having an office at _____

(the "Consultant")

GIVEN THAT:

- A. The Regional District wishes to engage the Consultant for the provision of services as described in the Request for Proposals, SLRD Housing Need and Demand Study Update, issued by the Regional District on or about March 6, 2024 and
- B. The Consultant wishes to provide such services to the Regional District in accordance with the terms and conditions of this Agreement;

This Agreement is evidence that in consideration of the promises exchanged below, the Regional District and the Consultant agree with each other as follows:

Definitions

1. In this Agreement, in addition to the words defined above,

(a) "Terms of Reference" means:

- (i) the Scope of Work, the Consultant Deliverables and the Project Timeline as set out in the RFP; and
- (ii) Consultant's Proposal dated _____, 2024 submitted in response to the RFP and as accepted by the Regional District and attached here as Schedule "A",

both of which form part of this Agreement. In the event of an inconsistency between this Agreement and the Terms of Reference, this Agreement shall prevail and in the event of an inconsistency between subsection 1(a)(i) and subsection 1(a)(ii), subsection 1(a)(i) shall prevail; and

(b) "Services" means the acts, services and work described in the Terms of Reference and all acts, services and work necessary to achieve the objectives set out in the Terms of Reference.

Services to be Performed by the Consultant

2. The Consultant agrees to perform the Services during the Term, in accordance with the Terms of Reference, on the terms and conditions of this Agreement.

Term

3. The term of this Agreement commences on or about June 3, 2024 and ends on December 31, 2024 (the "Term"), unless terminated earlier in accordance with this Agreement. The term of this Agreement may be extended at the sole discretion of the Regional District.

Warranty as to Quality of Services

4. The Consultant represents and warrants to the Regional District that it will perform the Services:

- (a) with that degree of care, skill, diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
- (b) in accordance with sound current professional practices;
- (c) in compliance with all applicable enactments and laws and in compliance with all codes, rules, regulations and standards of any relevant professional or industry organization or association;
- (d) with personnel who have the education, training, skill, and experience necessary to perform the Services and such personnel as noted in the Terms of Reference will perform the Services under this Agreement;
- (e) in compliance with recommendations and orders of the Provincial Health Officer, in respect of the communicable disease known as COVID-19.

and the Consultant acknowledges and agrees that the Regional District has entered into this Agreement relying on the representations and warranties in this section.

Remuneration

5. In consideration of the Services performed by the Consultant to the satisfaction of the Regional District and in strict conformance with the terms hereof, the Regional District must pay the Consultant the fees prescribed on page ___ of Schedule A, plus applicable taxes, and in accordance with this Agreement. For clarity, the maximum contract value for fees hereunder shall be \$_____ plus applicable taxes.

Invoices

6. Not more than once each month, the Consultant may deliver an invoice to the Regional District, in respect of the immediately preceding month, setting out the aggregate amount of fees claimed for Services performed in that preceding month.

Payment by the Regional District

7. The Regional District must, to the extent it is satisfied the fees are for Services reasonably and necessarily performed by the Consultant and subject to section 9 and subject to any right of set-off that the Regional District may have, pay the Consultant the fees claimed in the invoice delivered in accordance with section 6, within 30 days after delivery of the invoice to the Regional District.

Termination or Suspension at the Discretion of the Regional District

8. Despite any other section of this Agreement, the Regional District may, in its sole discretion, terminate or suspend all or any part of the Services by giving the Consultant notice of termination or suspension, as the case may be, with such effective date of termination or suspension so noted thereon. If the Regional District terminates or suspends all or part of the Services under this section, then the Consultant is entitled to deliver an invoice to the Regional District for the period between the end of the time period for which the last invoice was delivered by the Consultant under section 6 and the effective date of termination or suspension. The Regional District must, to the extent that it is satisfied the fees are for Services reasonably and necessarily performed by the Consultant, pay the Consultant the fees claimed in such invoice, within 30 days after delivery of such invoice to the Regional District. The Consultant 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 Breach

9. Despite any other section of this Agreement, the Regional District may, by giving the Consultant notice of termination, immediately terminate all or any part of the Services, if the Consultant:

- (a) is in breach of this Agreement and within 5 days of receiving notice of such breach from the Regional District, the Consultant has not cured the breach or is not, to the satisfaction of the Regional District in its sole discretion, diligently pursuing a cure for the breach; or
- (b) becomes bankrupt or insolvent, a receiving order is made against the Consultant, an assignment is made for the benefit of the Consultant's creditors, or the Consultant takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the Regional District, if the Regional District terminates all or any part of the Services under this section, the Regional District may arrange, upon such terms and conditions and in such manner as it considers appropriate, for performance

of any part of the Services remaining to be completed, and the Consultant is liable to the Regional District for any expenses reasonably and necessarily incurred by the Regional District in engaging the services of another person to perform those Services. The Regional District may set off against, and withhold from amounts due to the Consultant such amounts as the Regional District determines, acting reasonably, are necessary to compensate and reimburse the Regional District for the expenses described in this section.

Confidential Information

10. Except as required by law, the Consultant must not, during or after the Term, divulge or disclose any secret or confidential information, or any information that the Consultant receives in connection with this Agreement which in good faith or good conscience ought not be disclosed.

Records

11. The Consultant must:

- (a) 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 Regional District, which may make copies and take extracts from the accounts and records;
- (b) keep reasonably detailed records of performance of the Services by the Consultant, which must at all reasonable times be open to inspection by the Regional District, which may make copies and take extracts from the records;
- (c) afford facilities and access to accounts and records for audit and inspection by the Regional District and must furnish the Regional District with such information as the Regional District may from time to time require regarding those documents; and
- (d) preserve and keep available for audit and inspection, all records described in subsections 11(a) through (c) for at least two years after completion of the Services or termination of this Agreement, whichever applies.

Delivery of Records

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

Ownership of Intellectual Property

13. By this section, the Consultant irrevocably grants to the Regional District the unrestricted licence for the Regional 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 Consultant agrees that the licence granted by this section shall exist in perpetuity

notwithstanding the expiry or early termination of this Agreement and includes the right for the Regional District, at any time, to adapt, use and modify all such technical information and intellectual property for the Regional District's uses.

Agreement for Services

14. This is an Agreement for the performance of services and the Consultant 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 Consultant nor any of its employees, contractors and representatives is engaged by the Regional District as an employee or agent of the Regional District. The Consultant is solely responsible for any and all remuneration and benefits payable to its employees, contractors and representatives, 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 Consultant has no authority to represent or bind the Regional District in any way.

Conflict of Interest

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

Assignment of Agreement/Subcontracting of Services

16. The Consultant must not assign this Agreement (or any part thereof) or subcontract any or all of the Services to be performed under this Agreement without the prior written consent of the Regional District, such consent may be unreasonably withheld. The Regional District may refuse its consent if, among other reasons, it is not satisfied that the proposed assignee or proposed subcontractor, as the case may be, has the education, training, skill, experience or corporate resources necessary to perform the Services. Any assignment or subcontract duly consented to by the Regional District does not relieve the Consultant from any obligation already incurred or accrued under this Agreement or impose any liability upon the Regional District.

Time of the Essence

17. Time is of the essence of this Agreement.

Release and Indemnification

18. Except to the extent arising out of the negligent acts or omissions of the Regional District and its directors, officers, employees, volunteers, contractors, agents, successors and assigns,

as determined by a court of competent jurisdiction, the Consultant shall release, indemnify and save harmless the Regional District and its directors, officers, employees, volunteers, contractors, agents, successors and assigns from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Consultant and its directors, officers, employees, volunteers, agents, successors and assigns in the performance of the Services herein, as determined by a court of competent jurisdiction. This release and indemnity shall survive notwithstanding the completion of the Services under this Agreement and/or the expiry or termination of this Agreement.

Insurance Requirements

19. The Consultant must obtain and maintain:

- (a) Automobile liability insurance coverage throughout the Term in an amount not less than \$2,000,000;
- (b) Commercial general liability insurance throughout the Term providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services an amount not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate and shall meet the following requirements:
 - (i) name the Regional District as additional insured;
 - (ii) include blanket contractual liability coverage, cross liability, and severability of interest;
 - (iii) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
 - (iv) be primary without right of contribution from any insurance carried by the Regional District, and will stipulate that it shall not be cancelled or materially changed without first providing thirty (30) days written notice to the Regional District.
 - (v) stipulate that it not be cancelled or materially changed without the insurer providing the Regional District with 30 days written notice stating when such cancellation or change is to be effective;
 - (vi) include a deductible not greater than \$5,000 per occurrence;
 - (vii) be on other reasonable terms acceptable to the Regional District.

The Consultant must provide the Regional District with certificates of insurance confirming the placement and maintenance of such insurance at the signing of the Agreement and thereafter

as requested to do so from time to time by the Regional District. If the Consultant's insurance expires or terminates before the end of the Term, the Consultant must deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect.

The above insurance requirements do not in any way reduce the Consultant's obligations to release and indemnify the Regional District as set out in section 18 of this Agreement.

WorkSafeBC

20. The Consultant must provide proof of WorkSafeBC coverage (or if applicable, proof that WorkSafeBC coverage is not required) within 5 days of signing this Agreement and as may be required by the Regional District from time to time throughout the Term. The Consultant is responsible for all fines, levies, penalties and assessments made or imposed under the Workers Compensation Act and regulations relating in any way to the Services.

21. The Consultant must take all precautions reasonably necessary to ensure the safety of the Consultant's personnel and all persons employed, contracted or subcontracted by the Consultant to perform the Services.

Severability

22. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever as determined by a competent court of law, such term or provision shall be severable and the same shall not affect the validity of the remainder of this Agreement

Notice

23. 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:

To the Regional District:

Squamish-Lillooet Regional District
1350 Aster Street, Box 219
Pemberton, B.C. V0N 2L0
Fax Number: (604) 894-6526
E-mail Address: _____
Attention: _____

To the Consultant:

E-mail Address: _____

Attention: _____

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

24. 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.

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

Binding on Successors

26. This Agreement enures to the benefit of and is binding upon the parties and their respective executors, successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

Entire Agreement

27. 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

28. Waiver of any breach by a party must be express and in writing to be binding on that party, and a waiver of a particular breach does not operate as a waiver any future breach, whether of a like or different character.

Freedom of Information and Protection of Privacy Act

29. The Consultant understands that the Regional District is subject to the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165 and agrees that this Agreement and the information it contains, and any information supplied by the Consultant to the Regional District in connection with this Agreement, is not implicitly confidential for the purposes of that enactment.

30. The Consultant understands that this Agreement, and the information it contains, may be the subject of an access to information request made to the Regional District under the *Freedom of Information and Protection of Privacy Act* and the Regional District may be obliged by that enactment to disclose all or part of this Agreement and the information it contains and all or part of any information the Consultant supplied to the Regional District in connection with this Agreement, whether or not the Consultant has expressly stipulated that the information in question is confidential for the purposes of that enactment

Counterparts

31. This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by email or electronic facsimile transmissions will be deemed to be an original, and such counterparts together will constitute one and the same instrument and notwithstanding the date or dates of execution will be deemed to bear the date as set forth below.

As evidence of their agreement to be bound by the above terms and conditions of this Agreement, the parties have executed this Agreement below, on the respective dates written below.

SQUAMISH-LILLOOET REGIONAL DISTRICT by its authorized signatory:

Heather Paul
Chief Administrative Officer

[Name of Consultant] by its authorized

signatory:

[Name]

[Title]

Schedule “A”

TERMS OF REFERENCE

[Consultant’s Proposal as accepted by the Regional District is attached.]