



The Corporation of the Village of Slocan

PO Box 50, 503 Slocan Street, Slocan BC, V0G 2C0
P: 250-355-2277 | F: 250-355-2666 | cao@villageofslocan.ca

Request for Proposals

FOR

Village of Slocan

OFFICIAL COMMUNITY PLAN REVISION

RFP-2021-03

Closing Location:

503 Slocan Street
PO Box 50
Slocan, BC V0G 2C0

Closing Date and Time:

3:00 p.m. Pacific Time
November 30th, 2021

Submit To:

Michelle Gordon
Chief Administrative Officer
Phone: 250-355-2277
Email: cao@villageofslocan.ca

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1.0 **PROJECT PURPOSE & BACKGROUND**

1.1 **PURPOSE**

The Village of Slocan is seeking the services of a qualified consultant or consulting team with applicable experience and knowledge, to review and revise the Village's Official Community Plan Bylaw (OCP) through a consultative process. The work will include significant and meaningful community engagement, and will elicit current values from the community, stakeholders, and special interest groups. It is expected that going through such a process will help ensure that Council decisions related to land use and development reflect the community's desired future of Slocan. A primary result of the OCP review is to provide a vision for the community, a framework to guide community growth, and certainty to residents, landowners, and the development community as it relates to community change.

In order to fully and permanently integrate sustainability into all aspects of community planning, the Village of Slocan is seeking the services of a consultant(s) to revise the Village of Slocan Official Community Plan (OCP), adopted in 2011. Ten years has passed since adoption, and the Village is interested in incorporating changes as required by legislation, and to bring the bylaw into line with development trends suitable for the Village, focusing on areas such as housing, business, recreation, and tourism. In addition, this OCP review will also reaffirm the community's values concerning issues such as servicing, land use, amenities, the municipality's identity within the Slocan Valley, aspirations for sustainability and rural viability, climate change, parks and interface, Development Permit areas, and greenhouse gas emission reduction strategies and targets.

This project will produce an updated version of the following bylaw:

“Village of Slocan Official Community Plan Bylaw No. 616, 2011”; and amendments thereto.

1.2 BACKGROUND

The Village of Slocan is a small, rural community, located on the Southern shore of Slocan Lake, less than an hour's drive from the cities of Nelson and Castlegar in the Regional District of Central Kootenay.

The Village of Slocan Council consists of one Mayor and four Councillors. The Chief Administrative Officer (CAO) reports to Council and is responsible for the overall operation of the municipality. The CAO has two full-time administrative assistants and one Public Works Supervisor who supervises a crew of two.

The Village has been recognized as a “community in transition”. In 2013, the Village was notified of the permanent closure of Springer Creek Forest Products sawmill, after over 40 years of service, which ultimately resulted in an abrupt decline in property tax revenue from one of Slocan’s largest and only major industry on the tax roll. In 2014, all structures on the property were demolished and/or removed, and the property was made available for purchase shortly after. The closure propelled the Village away from a single industry, resource-based economy, into an opportunity for creative growth and renewal. Like many rural communities, the Village is being proactive in the face of adversity, prioritizing innovative projects that aspire long-term viability, and improving short-term livability within the community.

Recognizing the importance of the former mill site – not only for the future of the community but for the region as a whole, the Village successfully purchased the land in 2020. The 20-acre parcel presents an incredible opportunity for Slocan, and holds tremendous social, environmental, and economic value.

2.0 **PROJECT SCOPE & DELIVERABLES**

2.1 **OBJECTIVES**

The OCP represents the community's vision for the future and provides a policy framework to guide growth and decision-making about the use and management of land in the Village of Slocan. The following objectives will be achieved with this OCP review:

- a) Develop an OCP with a high degree of community input, balancing local and technical expertise, producing a document that is endorsed by the community.
- b) Develop an OCP that provides clear and consistent guidance and direction for Council, staff and the development community.
- c) Establish a user friendly OCP that is easily understood by the public, decision makers and staff.
- d) Achieve an OCP that defines and enhances the unique character of Slocan.
- e) Improve development guidelines to achieve a desirable form and character of future development in Slocan.
- f) Provide a professional, aesthetically pleasing, and legislatively correct OCP.
- g) Build organizational and community capacity to continuously improve and implement OCP goals.

2.2 **DESCRIPTION OF WORK**

The OCP review is organized into the components outlined below. The following project components are tasks to guide the review of the OCP, with associated deliverables to the Village. This list is not exhaustive or limiting; the successful proponent should expect to accommodate changing dynamics as the project evolves. Council has identified that the OCP should be completed within eight (8) months.

a) Project Initiation:

- Establish key staff contacts and consultant team introduction.
- Develop an inventory of known local skills and expertise.
- Develop, with staff, a detailed work plan for the overall project with key deliverables identified.
- Develop a detailed community and stakeholder consultation strategy to maximize local resources, existing events, and identify opportunities for meaningful public participation in a practical context.
 - Clearly identify public and stakeholder opportunities for involvement.
 - Public education on fundamental aspects of the project to prepare and build capacity for stakeholders to participate in effective dialogue.
 - Opportunities to liaise with other organizations and governments.
 - Input from a diverse group of citizens, including the 'silent majority', to fully inform the development of objectives and policies in the updated OCP.
 - Use a variety of tools and creative options for engagement to create a sense of buy-in and ownership over the process.
- Meet with Council to provide an overview of the proposed OCP review process, and specifically identify when in the process Council will have the opportunity to provide input.
- Develop a project brand, and communications plan to launch the project.

- Deliverables:
- Provision of a detailed work plan with key deliverables, including a project management tracking spreadsheet and timeline.
 - Provision of overall consultation strategy addressing all stages of the project (early, mid and post-draft).
 - Provision of communications plan.

- Milestones:
- Presentation to Council to provide project overview, proposed timeline, and public launch of the project.

b) Technical Review & Issues Identification:

- Review OCP components, including vision statements, policy direction, goals, objectives, principles, context statements, land use designations, development permit areas, and development permit guidelines.
- Review all relevant bylaws, policies, studies and plans in the context of the OCP.
- Early consultation with staff, Council and public to obtain local knowledge, identify known issues, assess priorities, identify local challenges and opportunities (issues identification).
- Public education on fundamental aspects of the project to prepare and build capacity for stakeholders to participate in effective dialogue.
- Deliver the community and stakeholder consultation strategy for this phase of engagement.

- Deliverables:
- Summary of key issues.
 - Presentation of early findings and key issues identification to Council.
 - Prepare papers related to key issues, policy topics and options to prepare for engagement process.

- Milestones:
- Council presented with findings of technical review and issues identification.

c) Community & Stakeholder Consultation:

- Highlight issues identified in the technical review, provide the public and Council with informative papers related to key policy topics.
- Conduct a series of early workshops with staff and Council to discuss major policy issues.
- Work with appointed Village staff to execute a series of interactive consultation and engagement methods for the community.
- Conduct engagement/discussions with intergovernmental agencies as applicable, including municipal, regional, school district, and first nations.
- Conduct working or focus groups with key stakeholders including, but not limited to external agencies, business and development community, seniors and youth.
- Summarize all feedback.
- Prepare and report to Council on the Draft OCP Vision, Guiding Principles

and Policy Options/Recommendations.

- Obtain further feedback on the draft Vision, Principles and Policy Options; summarize.
- Present final Vision, Guiding principles and general policy directions.
- Prepare illustrative graphics and photo inventory to include with vision, guiding principles and policy presentation and for inclusion in the final Drafts.

Deliverables:

- Prepare a summary and analysis of stakeholder engagement, to date.
- Develop a current inventory of known local skills and expertise.
- Based on input, prepare a draft Vision, Guiding Principles, and prepare policy options to present to Council.
- Summary of feedback on the draft Vision, Guiding Principles and policy directions.
- Final Vision, Guiding Principles and policy directions.

Milestones:

- Draft Vision, Guiding Principles and general policy options;
- Final OCP Vision, Guiding Principles and Policy Direction based on feedback;
- Council direction to proceed to drafting full OCP.

d) OCP Draft:

- Prepare a polished Draft OCP following input from staff, Council, community and stakeholder consultation.
- Prepare drafts of a variety of graphics for inclusion in Draft OCP.
- Update mapping; substantial mapping support can be provided by the Village.
- Present the OCP Draft to Council.
- Deliver the community and stakeholder consultation strategy for this phase of engagement.
- Draft OCP to be reviewed by Village's legal representative.

Deliverables:

- Submit polished Draft OCP (with maps).
- Open House / Public Presentation of the draft.
- Presentation of the Draft OCP to Council.

Milestones:

- Release of full Draft OCP to the public, preliminary legal review.

e) Draft OCP Refinement:

- Modify the Draft OCP based on feedback, and clearly articulate the changes and rationale for changes.
- Deliver the community and stakeholder consultation strategy for this phase of engagement.

Deliverables:

- Draft #2 of OCP prepared based on feedback and preliminary legal review.

	- Modifications tracked and highlighted to Council and the public.
<u>Milestones:</u>	- Draft OCP #2 presented to Council.
f) <u>Approvals:</u>	
	<ul style="list-style-type: none"> • Formulate final products in consultation with staff. • Formal (legislated) consultation. • Prepare Final OCP Document, including OCP Bylaw. • Present at Public Hearing.
<u>Deliverables:</u>	<ul style="list-style-type: none"> - Presentation of OCP Bylaw for First & Second Reading. - Presentation at Public Hearing.
<u>Milestones:</u>	- First Reading of the Bylaw; Second Reading with amendments; Public Hearing.

3.0 **PROPOSAL SUBMISSION REQUIREMENTS**

- a) Proposals are to be received at the following location no later than 3:00 p.m. Pacific Daylight Time on Tuesday, November 30th, 2021 (Closing) and should be clearly marked:

Village of Slocan – OCP Revision

Attention: Michelle Gordon, CAO

Village of Slocan

PO Box 50, 503 Slocan Street

Slocan, BC V0G 2C0

Email: cao@villageofslocan.ca

- b) Proposals may be delivered by:
- Email: Proposal title must be clearly indicated in the subject line. *Please request confirmation of the receipt of any emailed proposals.
 - Post: Mail via Canada Post to the above-noted address. Proposal title must be clearly indicated on the outside of the envelope. Ensure ample time for mail delivery - postmark will not be accepted as proof of submission before deadline.
 - Hand-Delivery: Proposals may be hand-delivered to the above-noted address.

c) Rejected Proposals:

- Facsimile submissions will not be considered.
- Late proposals will not be considered.
- Proposals that are conditional; illegible; obscure; contain arithmetical errors; erasures; alterations; or irregularities of any kind; may, at the discretion of the Village, be declared disqualified.
- Proponents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed. All submissions must be delivered according to the instructions herein. The Village will accept no responsibility for documents delivered to other Village facilities, and at the discretion of the CAO, these may be declared disqualified.

d) Inquiries:

- All inquiries related to this RFP shall be directed to Michelle Gordon, Chief Administrative Officer
Telephone: 250-355-2277
Email: cao@villageofslocan.ca
- Inquiries will be accepted until 3:00 p.m. on Thursday, November 25th, 2021.
- Information obtained from any other source is not official and should not be relied upon.

e) Addenda:

- Responses to any questions that are received by the Village that affect the RFP process will be issued as addenda by the Village.
- Addenda will be published in the same location as the original posted RFP. It is the responsibility of the Proponent to check these locations for updates. All addenda become part of the Contract document and must be considered when responding to this RFP.
- Verbal answers are binding only when confirmed by written addenda.

f) Disclaimer:

Each Proponent is responsible to review and understand the terms and conditions of this RFP, and the scope of work being requested. The Village

makes no representation or warranty as to the accuracy or completeness of the information contained in this RFP and the Proponent is solely responsible to ensure that it has obtained and considered all information necessary to understand the requirements of the RFP, and to prepare and submit its Proposal. The Village will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any Proponent.

3.1 MANDATORY SUBMISSION CRITERIA

Consultants are requested to submit two (2) copies of their proposal with the following support information:

- a. Full name, address and telephone number of the submitting office of the Consultant and, where applicable, the same of any branch office, affiliate or sub-consultant(s) that will be involved in the project.**
- b. A statement of previous experience, including affiliates or sub-consultant(s). Identify experience in the completion of similar projects and include references.**
- c. Provide a detailed project timeline schedule identifying specific milestone dates. Milestone dates should identify the collection and review of information, meetings required and completion of each task.**
- d. Provide a schedule of proposed fees and tasks, including:**
 - 1. project fixed fee;**
 - 2. a schedule of hourly charge-out rates for all team members on the project;**
 - 3. travel reimbursement rates;**
 - 4. any other costs not included in the above;**
 - 5. expected payment schedule.**

Prices are to be in Canadian funds and include all costs excluding taxes.

3.2 PROPOSAL FORMAT AND RESPONSE

The following format should be followed when preparing the proposal response. This format will make it easier for the contracting agency to evaluate proposals. Please indicate whether your proposal is providing a product or service or a combination of both.

a) Title Page

Show the RFP name, contract or file number, submission closing date, Proponent name, address, telephone number, Email address, and the name of the Proponent contact person.

b) Letter of Introduction

One page, introducing the firm and the proposal, signed by the person(s) authorized to sign on behalf of, and bind the firm to, statements made in the proposal.

c) Table of Contents.

Show the page numbers of all major headings.

d) Proposal Summary

Summarize in no more than two pages, the key features of the proposal.

e) Methodology / Solution / Scope / Project Plan

Indicate your understanding of the key requirements of the project and the methodology you will use in undertaking the project. Be sure to address all of the requirements and specifications contained in the RFP, including:

- A schedule for completion of the project broken down by phase and task;
- A description of the tasks to be undertaken and methodologies to be used;
- Scope of the project and client expectations / objectives;
- Indicate timelines, milestones and products and services to be delivered;
- Project management, including problem identification and resolution;
- Resource management - inputs / resources to be provided by both client and contractor;
- Risk management strategy;
- Performance measurement, quality assurance and testing criteria;
- Reporting procedures including communication strategy / process.

f) Proponent Profile

Indicate the proponent's qualifications, capabilities and relevant experience for the project:

- Listing of educational and professional qualifications of each individual to be assigned. Include a summary of each individual's work experience with related projects. Resumes may be included as appendices.
- Listing of recent relevant project experience. Project descriptions should include a summary of related work including scope, project successes, location and length of time of project.

g) Conflict

Assurance that the Proponent and any proposed sub-consultant(s) are not in a position which may be perceived as a conflict of interest with respect to the undertaking of this project.

h) Financial Expectations

This section must include:

- Proponent maximum fee. This should include the total price for the service, including all out of pocket expenses, time, travel expenses, materials, printing, etc.
- A breakdown of project costs by task in a manner that allows for easy cross-referencing of task, personnel, timing and costs. Please include estimated hours for each task.

All fees must be quoted in Canadian Dollars (CAD) and inclusive of duty, delivery charges where applicable, and exclusive of GST and other taxes, which shall be shown separately as applicable.

i) References

A list of references from a minimum of two (2) municipal government clients who have engaged the Proponent to complete similar projects. Include the name, address, phone number and email address of references.

3.3 ACCEPTANCE OF PROPOSALS

- a) The Village is not bound to accept the lowest priced or any proposal of those submitted. The Village is under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, or municipal statute, regulation or bylaw.
- c) The Village reserves the right to reject any Proposal and to accept any Proposal notwithstanding any non-compliance with this RFP. The Village may select any Proposal for acceptance or negotiation with the Proponent by selecting the Proposal which the Village, in its sole unrestricted discretion and on the basis of such criteria as it considers appropriate, deems to be in the best interests of the Village.
- d) If a proposal contains a defect or fails to comply with the requirements of the proposal documents, which in the sole discretion of the Village is not material, the Village may waive the defect and accept the proposal.
- e) No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, whether in respect of Proposal preparation costs, loss of anticipated profit, or any other matter whatsoever, and by submitting a Proposal each Proponent shall be deemed to have irrevocable waived any such claim.
- f) The Village reserves the right to cancel this RFP at any time for any reason, and in so doing to reject all Proposals, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of such cancellation.

- g) The Village reserves the right to enter into negotiations with one or more Proponents concerning the terms and conditions of the services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any Proposals received.
- h) The Village reserves the right to select one or more Proponents for further consideration following the initial proposal evaluation process. The Village may require in-person presentations or interviews with Proponents selected for final consideration, prior to negotiating a contract.
- i) The acceptance of any Proposal is subject to funding and may require approval of Council.
- j) After acceptance by the Village, the successful Proponent will be issued a written Notice of Award.

4.0 CONTRACT CONDITIONS

- a) By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the Village based on this RFP, the Proponent's Proposal, and any concluded negotiations.
- b) If a written contract cannot be negotiated within fifteen (15) business days of notification to the lead Proponent, the Village of Slocan may, at its discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a contract with the next qualified Proponent, or cancel the RFP process and not enter into a contract with anyone.
- c) Information pertaining to the Village obtained by the Proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from the Village.
- d) Any Contract resulting from this RFP will be governed by and will be construed and interpreted in accordance with all laws in affect within the Village of Slocan, Province of BC, Government of Canada, and any and all other laws applicable to the work or performance of the Contract.
- e) After a contract has been awarded to a Proponent, the Village reserves the right to negotiate minor changes, amendments, or modifications to the Proponent's proposal, without offering the other Proponents the opportunity to amend their proposals.

4.1 TERM

The successful proponent will be expected to complete the project within eight (8) months of the Contract effective date. The Contract term may be extended upon written notice and agreement of both parties, subject to Council approval.

4.2 REMUNERATION

- a) The budget for the completion of this project is a maximum of \$50,000 (plus GST), inclusive of all service fees, time, travel expenses, materials, and any and all other disbursements required for the Proponent to complete the project.
- b) Invoices shall be paid by the Village for up to 80% of the contract value until receipt of the accepted Final Report and deliverables, upon which the remaining 20% shall be paid.
- c) A summary report with each invoice shall include details of the work performed, the number of hours worked for each day and date, the disbursements expended, and the totals for the period.
- d) Payment of monthly invoices by the Village shall be made within thirty (30) days after receipt by the Village.

4.3 INDEMNITY

Notwithstanding the providing of insurance coverage by the Consultant, the Consultant hereby agrees to indemnify and save harmless the Village, its employee(s), agent(s), and authorized representative(s) and each of them from and against losses, claims, damages, actions and causes of action (collectively referred to as "Claims), that the Village may sustain, incur, suffer or be put to at any time, either before or after the expiration or termination of this Agreement, that arise out of the acts or omissions, including negligent acts or omissions of the Consultant or its sub-consultant(s), servant(s), agent(s), or employee(s) under this Agreement, expecting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the Village, its other consultant(s), assign(s) and authorized representative(s) or any other persons.

4.4 INSURANCE

The Consultant may be required to provide and maintain professional liability insurance insuring the Consultants' liability resulting from errors and omissions in the performance of professional services under the Contract. Proof of insurance must be provided to the satisfaction of the Village.

4.5 WORKSAFE BC

The Proponent shall have Work Safe BC coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Work, and shall comply with all conditions of the Workers Compensation Act and regulations there under. Upon request, the Village may consider providing the Consultant coverage under the Village's existing Work Safe BC coverage. Any such inclusion under the Village's existing coverage shall be at the Consultant's expense.

4.6 OWNERSHIP

The material produced, furnished and used by the Consultant as a result of this Agreement will be the exclusive property of the Village upon completion of the work.

5.0 EVALUATION AND SELECTION CRITERIA

Evaluation of Proposals will be by the Village according to the criteria identified below. Those Proposals passing the mandatory requirements will be further evaluated against the point-rated criteria. During the evaluation process, Proponents may be required to provide clarification to statements made in their Proposals.

Mandatory Criteria	
	➤ Received at the Closing Location by the specified Closing Date and Time
	➤ Proponent and sub-contractor(s) name, address, contact information
	➤ Statement of Previous Experience
	➤ Detailed Project Timeline
	➤ Schedule of Fees and Tasks

	Point-Rated Criteria	Score per Criteria (Multiplier)					Weighted Total
		Poor (.3)	Marg (.5)	Fair (.7)	Good (.9)	Exc. (1.0)	
1	Proposal Response Title page, letter of introduction, table of contents, summary						
2	Qualifications & Experience Two (2) project references - To what extent do the references reflect ability? Did the proponent provide sufficient detail to determine ability with: - OCP preparation - Joint planning process - Policy development - Economic analysis - Public consultation and group facilitation - Alternative design techniques or other specialties/capabilities						
	Reference Checks						
	Provides evidence of being able to successfully perform this work, and evidence of the ability to complete the project on or before schedule.						
	Provides subcontractor roles, responsibilities and qualifications, if applicable.						
3	Methodology						
	Suitability and comprehensiveness of proposal, indicating a thorough understanding of the request and expected deliverables.						
	Shows an understanding of the consultative process with community and stakeholders.						
	Demonstrates technical expertise for community engagement, project design, creativity and feasibility in project delivery.						

	Schedule for completion of the project broken down by stage and task. Timelines, milestones and services to be delivered should be indicated.						
	Risk Management – problem identification and resolution.						
	Performance Measurement, quality assurance and testing criteria.						
	Reporting procedures including communication strategy and process.						
	Demonstrates that thought and consideration have gone into answering the goals of the project, highlighting any additional items or approaches.						
4	Proposed Fees						
	Fee proposal is within Village budget, and includes all necessary expenditures to complete the project.						
	Total Points:						

6.0 ESTIMATED TIMETABLE

The following example timetable outlines the anticipated schedule for specific RFP activities:

Event	Anticipated Date
RFP Issued	November 1, 2021
RFP Inquiry Period	October 26 – November 25, 2021 - 3:00pm
Closing date for proposal submission	November 30, 2021 - 3:00 pm
Proposal Review & Interview Period	December 1 – 15, 2021
Contract Awarded on or before	December 31, 2021
Contract Term	January 1, 2022 – August 31, 2022

SCHEDULE 'A'
Sample General Services Agreement

Village of Slocan - Official Community Plan (OCP) Revision

THIS AGREEMENT dated for reference this day ___ of ___, 2021.

BETWEEN:

(Name of Consultant), (incorporation no)
having an address at *(Address)*
("the Consultant")

AND:

THE CORPORATION OF THE VILLAGE OF SLOCAN,
503 Slocan Street, PO Box 50
Slocan, BC V0G 2C0
(the "Village")

GIVEN THAT:

- 1) The Village of Slocan desires to engage the services of the Consultant as an independent Consultant to perform (type of services) as more particularly described below; and
- 2) The Consultant agrees to provide such services on the terms and subject to the conditions set out in this Agreement.

(a) Interpretation

In this Agreement, the following terms have the meanings set out after each:

"Agreement" means this agreement, including the recitals and schedules hereto, each as supplemented or amended from time to time.

(b) Schedules Incorporated

- i. The following are Schedules to, and form an integral part of, this Agreement:
Schedule "A" – (To be Determined)
Schedule "B" – (To be Determined)
- ii. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, then the provision in the schedule is inoperative to the extent of the conflict, unless it states that it operates despite a conflicting provision of this Agreement.

(c) Effective Date and Term

- i. This Agreement takes effect immediately upon executing by all of the Parties.
- ii. The Term of this Agreement is for that period (set out in Schedule 'A' or dates of term)

(d) Authority

The Consultant represents and warrants to the Village of Slocan that it has the authority to enter into this Agreement and carry out its transactions and all necessary resolutions and procedural

formalities have been completed and the persons executing this Agreement on its behalf are duly authorized to do so.

(e) Services

- i. The Village of Slocan hereby retains the Consultant as an independent Consultant to provide the services described in Schedule A (“the Services”).
- ii. The Consultant shall provide the Services strictly in accordance with the terms and conditions set out in this Agreement.
- iii. The Consultant shall provide the Services during the time period set out in this Agreement regardless of the date of execution or delivery of this Agreement unless an extension of the time period is agreed to in writing by both parties.
- iv. The Consultant will perform the Services to a standard of care, skill and diligence maintained by person providing, on a commercial basis, services similar to the Services.

(f) Compensation

- i. During the term of this Agreement the Village of Slocan shall pay the Consultant for the Services at the rates and times described in Schedule A.
- ii. The Consultant shall submit written statements of account to the Village of Slocan according to the schedule set out in Schedule A.
- iii. The Village of Slocan shall reimburse the Consultant for all necessary expenses that the Consultant incurred while performing the Services and shall do so in accordance with the terms set out in Schedule A.
- iv. The Village of Slocan shall not pay the Consultant for any fees or expenses in excess of any limit specified in Schedule A, except where that is agreed to in writing by the parties.
- v. Any expense claims provided by the Consultant to the Village of Slocan shall be supported by proper receipts.

(g) Consultant’s Obligations

- i. The Consultant shall be responsible for the payment of all income and other taxes attributable to any payments made under this Agreement. The Consultant agrees to indemnify and save harmless the Village of Slocan from and against any and all manner of actions, claims and demands which may be made against it in respect of any fees, assessments, levies, rates, taxes or other charges made, demanded, assessed or otherwise claimed by any provincial or federal government or other body of competent jurisdiction in respect of any monies paid to the Consultant under this Agreement.
- ii. The Consultant shall apply for and, immediately on receipt, remit to the Village of Slocan any refund or remission of federal or provincial tax or duty available with respect to any items used in connection with this Agreement.
- iii. The Consultant shall supply and pay for all labour and materials necessary or advisable to provide the Services.
- iv. The Consultant shall be responsible for all applications, permits or other approvals necessary or advisable to provide the Services, including obtaining a valid Village of Slocan Business Licence.

- v. The Consultant shall maintain time records and books of account, invoices, receipts, and vouchers for all expenses incurred, in form and content satisfactory to the Village of Slocan.
- vi. The Consultant shall, upon request, fully inform the Village of Slocan of all work done in connection with providing the Services.
- vii. The Consultant shall comply with the Village of Slocan's instructions regarding the performance of the Services, but not as to the manner in which those instructions are carried out, except as specified in this Agreement.
- viii. The Consultant shall, when necessary, provide and supervise a sufficient number of workers to enable timely and proper performance and completion of the Services, and shall ensure that all such workers are competent, work efficiently and are qualified by education, training and experience to carry out the tasks to which each is assigned.
- ix. All workers hired by the Consultant to perform the Services shall be the employees of the Consultant and shall not be the employees of the Village of Slocan.
- x. The Consultant shall refrain from doing anything that would result in workers hired by the Consultant being considered the employees of the Village of Slocan.
- xi. The Consultant shall reassign, replace or remove a worker who does not meet the requirements described above, or who has behaved or is likely to behave in a manner detrimental to the provision of the Services, or has violated or is likely to violate the confidentiality provisions of this Agreement.
- xii. Where a worker is identified in a schedule to this Agreement as "Key Personnel" and is essential to the performance of the Services, then the Consultant shall not remove or replace them without the Village of Slocan's prior written approval.
- xiii. The Consultant shall bear the expense of replacing its workers.
- xiv. Nothing in this Agreement restricts the right of the Consultant to terminate its employee's employment, or renders the Consultant liable for an employee's voluntary termination, or for any labour strike or lockout involving the Consultant's employees.

(h) Conflict of Interest

The Consultant shall not provide services to any other person or organization where that could reasonably give rise to a conflict of interest.

(i) Sub-Contracting

- i. The Consultant shall not subcontract any obligation under this Agreement, other than to persons or firms listed in this Agreement, without the prior written consent of the Village of Slocan.
- ii. The Village of Slocan may, for reasonable cause, object to the use of a proposed subcontractor and require the Consultant to retain another qualified subcontractor.
- iii. No subcontract, whether consented to or not, shall relieve the Consultant of any obligations under this Agreement.
- iv. The Consultant shall ensure that any subcontractor fully complies with this Agreement when performing the subcontracted Services.

(j) Non-Compliance

- i. If the Consultant fails to observe, perform, or comply with any provision of this Agreement, then the Village of Slokan may, at its sole discretion:
 - a) allow the Consultant to continue to provide the Services with a time limit for compliance, rectification or both; or
 - b) suspend all or part of the Services, including payments in whole or in part, and give the Consultant a time limit for compliance, rectification or both.
- ii. If the Village of Slokan has set a time limit for compliance, rectification or both and believes that the Consultant has failed to meet the time limit, the Village of Slokan may employ whatever means necessary to rectify that non-compliance, including performance of the Consultant's obligations on the Consultant's behalf and/or termination of this Agreement, and the Consultant shall pay an amount equal to all costs reasonably incurred by the Village of Slokan in rectifying the non-compliance.

(k) Termination

- i. The Village of Slokan may terminate this Agreement at any time, and without cause, by giving ninety (90) days' written notice of termination to the Consultant and paying the Consultant an amount equal to the minimum fees that would otherwise have been payable for the Services completed at the time of termination. That payment shall discharge the Village of Slokan from all liability to the Consultant under this Agreement.
- ii. The Village of Slokan may terminate this Agreement if the Consultant fails to comply with any of the terms, covenants and agreements that the Consultant must observe or perform under this Agreement and that failure continues for fourteen (14) days after receipt by the Consultant of notice in writing from the Village of Slokan specifying the failure.
- iii. The Consultant may terminate this Agreement by providing ninety (90) days' written notice of termination to the Village of Slokan.

(l) Information Made Available

The Village of Slokan shall make available to the Consultant all information in its possession that the Village of Slokan considers relevant to the Consultant's performance of the Services.

(m) Intellectual Property

The Consultant agrees that any documentation or deliverables developed by the Consultant for the purposes of this Agreement is the property of the Village of Slokan and any copyrights, ownership rights or any other rights to such documentation or deliverables remain solely with the Village of Slokan.

(n) Insurance

- i. The Consultant shall, at its own expense, maintain at all times during the term of this Agreement, general liability insurance coverage in an amount and with deductibles and shall ensure that the Village of Slokan is named as an insured.
- ii. The Consultant shall apply to the Workers' Compensation Board for coverage for the Consultant and any workers or other persons engaged by the Consultant to perform the Services during the term of this Agreement.
- iii. The Consultant may, at its own expense, provide additional insurance for its members to augment WorkSafe BC coverage.

- iv. The Consultant shall comply with all conditions of the Workers Compensation Act and regulations, and will be 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, and shall indemnify and save harmless the Village of Slocan, its employees and agents, from and against any such fines, levies, penalties and assessments.

(o) Confidentiality

- i. The Consultant acknowledges that in the performance of its responsibilities hereunder, the Consultant may have access to confidential information and records and the Consultant shall maintain strict confidentiality concerning any information, data, reports, instructions or directions received from or delivered by the Village of Slocan in connection with the providing of any Services under this Agreement (“the Confidential Information”).
- ii. Statements or materials related to the Services shall not be released by the Consultant to the public without the prior written approval of the Village of Slocan. This approval will not be unreasonably withheld.
- iii. During and after the term of this Agreement, the Consultant shall not, directly or indirectly, disclose Confidential Information to any person or use any Confidential Information, except:
 - as required in the course of performing the Services and then only to staff of the Village of Slocan on a need-to-know basis; or due to a legal requirement for disclosure
 - where the information is already publicly available;
 - with the prior written consent of the Village of Slocan.
- iii. All Confidential Information which the Consultant shall prepare or use or come in contact with shall be and remains the Village of Slocan sole property and shall not be removed from the Village of Slocan premises without its prior written consent, except as required in the normal course of performing the Services under this Agreement.
- iv. The Consultant agrees to return to the Village of Slocan all the Confidential Information provided by the Village of Slocan and any copies of such material in its possession forthwith upon demand.
- v. The Consultant agrees that it will cause any worker, before commencing his or her duties, to sign a written confidentiality agreement and the Consultant shall be liable to the Village of Slocan for any breach of any such agreement by the worker.
- vi. The Consultant agrees that, upon request of the Village of Slocan, or in the event that the Consultant ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, the Consultant will turn over to the Village of Slocan all data, documents, specifications, drawings, reports, software, disks or other computer media, or other material in the possession or control of the Consultant that:
 - may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information; or
 - is connected with or derived from the Consultant's Services to the Village of Slocan.
- vii. The Consultant agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for only in money damages and would cause irreparable injury to the Village of Slocan. Accordingly, the Consultant agrees that the Village of Slocan is entitled to, in addition to all other rights and remedies available to him at law or in equity, an injunction restraining the Consultant and any agents of the Consultant, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

(p) Notices

- i. Any notice permitted or required to be given by a party hereunder shall be given in writing, and may be delivered by hand, mail or email to the address set forth below, or to such other

addresses as may from time to time be provide by the parties in writing:

To the Village of Slocan:

Chief Administrative Officer
Village of Slocan
PO Box 50
503 Slocan Street
Slocan, BC V0G 2C0
cao@villageofslocan.ca

To the Consultant:

Consultant Name
Company
Mailing Address
City/Postal Code
Email

(q) Dispute Resolution

In the case of any dispute arising between the Village of Slocan and the Consultant, a party to this Agreement may give the other party notice of the dispute, and if the matter cannot be resolved the parties may submit the dispute to arbitration by a single arbitrator in accordance with the Commercial Arbitration Act (British Columbia), as amended.

(r) Force Majeure

- ii. For the purposes of this Agreement, the term “Force Majeure” is defined as an Act of God, an act of a public enemy, war, labour disruptions and other extraordinary causes not reasonably within the control of the Consultant.
- iii. If the Consultant is rendered unable, wholly or in part, by Force Majeure to provide the Services then the Consultant shall provide to the Village of Slocan notice of the Force Majeure as soon as reasonably possible, and to the extent that the Consultant’s performance is impeded by the Force Majeure it shall not be in breach of its obligations under this Agreement.
- iv. The parties acknowledge and agree that during an event of Force Majeure, the Consultant’s obligations pursuant to this Agreement shall be reduced or suspended as the case may be, but not longer than the continuance of the Force Majeure, except for a reasonable time period after if required by the Consultant to resume its obligations.

(s) No Assignment

The Consultant may not assign any of its rights or interests in this Agreement.

(t) Binding on Successors

This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns, notwithstanding any rule of law or equity to the contrary.

(u) Remedies Cumulative

No reference to or exercise of any specific right or remedy by the Village of Slocan prejudices or precludes the Village of Slocan from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the Village of Slocan may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the Village of Slocan is entitled to commence and maintain an action against the Consultant to collect any sum not paid when due, without exercising the option to terminate this Agreement.

(v) Waiver

Waiver by the Village of Slocan of any breach of any term, covenant or condition of this Agreement by the Consultant must not be deemed to be a waiver of any subsequent default by

the Consultant. Failure by the Village of Slocan to take any action in respect of any breach of any term, covenant or condition of this Agreement must not be deemed to be a waiver of such term, covenant or condition.

(w) Indemnity

The Consultant shall indemnify, release and save harmless the Village of Slocan and its elected and appointed officials, officers, employees, agents, Consultants, successors and assigns from any and all liabilities, actions, damages, claims, losses, orders, fines, penalties, costs and expenses, including the full amount of all legal fees and expenses that may be brought against, or suffered or incurred by, the Village of Slocan or any of its elected and appointed officials, officers, employees, agents, Consultants, successors and assigns, in any way directly or indirectly arising from or in connection with the activities, actions or omissions of the Consultant or any of its employees, subcontractors, agents, licenses, servants, invitees or anyone for whom the Consultant is in law responsible, in relation to the Services or in connection with this Agreement. The indemnities set out in this paragraph do not include indemnifications for negligence or willful or malicious misconduct on the part of the Village of Slocan or a person for whom the Village of Slocan is responsible at law. This paragraph will survive termination of this Agreement.

(x) Release

The Consultant releases the Village of Slocan from and against all liabilities, claims, demands, damages, costs, expenses, suits and actions which the Consultant may at any time have against the Village of Slocan in respect of the Services, this Agreement and related matters. The obligations of the Consultant under this section survive the expiry or earlier termination of this Agreement.

(y) General

- i. Time is of the essence of this Agreement.
- ii. Parties may by written agreement amend this Agreement
- iii. Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, Consultants, officers, licensees and invitees of such party, wherever the context so requires or permits.
- iv. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties so require.
- v. Unless otherwise specified in this Agreement, all references to currency are in Canadian dollars.
- vi. The headings included in this Agreement are for convenience only and do not form part of this Agreement and will not be used to interpret, define or limit the scope or intent of this Agreement.
- vii. This Agreement shall be construed in accordance with the laws of the Province of British Columbia. Without limitation, the Consultant acknowledges that this Agreement is subject to the Freedom of Information and Protection of Privacy Act.
- viii. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement. The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written, between the parties with respect to the subject matter of this Agreement.

IN WITNESS OF WHICH the Parties have duly executed this Agreement:

(Consultant)

by its authorized signatory:

Name, Position

Date

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Witness Signature

Name

THE VILLAGE OF SLOCAN by its
authorized signatory:

Chief Administrative Officer

Date

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Witness Signature

Name