

CONTRACT #A22

CONTRACT FOR THE PROVISION OF SPAY/NEUTER/MICRO-CHIP PROGRAM, COMMUNITY OUTREACH SERVICE, AND DOG CONTROL ADOPTION SERVICE FROM THE BC SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SPCA-Kelowna)

**CONTRACT FOR THE PROVISION OF SPAY, NEUTER AND MICRO-CHIP PROGRAM;  
COMMUNITY OUTREACH SERVICE; AND DOG CONTROL ADOPTION SERVICE  
FROM THE**

**BC SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SPCA)**

THIS AGREEMENT made as of the 01<sup>st</sup> day of January 2022 (the "Effective Date")

BETWEEN:

**Regional District of Central Okanagan,**  
1450 KLO Road  
Kelowna, BC. V1W 3Z4  
(the "Regional District")

AND:

**BC Society for the Prevention of Cruelty to Animals (BC SPCA) - Kelowna Branch**  
3785 Casorso Rd,  
Kelowna, BC. V1W 4M7  
(the "Contractor" or "SPCA")

WHEREAS:

- A. The Regional District requires the provision of a spay, neuter and micro-chip program, community outreach service, and dog control adoption service (the "Services"), as described herein and wishes to engage the Contractor to perform the said Services.
- B. The Contractor has agreed to perform the said Services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration for the mutual covenants and promises made by the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS AND INTERPRETATION:**

**1.1 Definitions.** In this Agreement, the following words and terms, unless the context otherwise requires, will have the meanings set out below:

- a. **"Agreement"** means this Agreement for the provision of the Services, inclusive of all schedules, appendices or exhibits attached hereto, as may be amended from time to time;
- b. **"Applicable Laws"** means all statutes, regulations, bylaws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Contractor, any Subcontractor and the Services, all as may be in force from time to time;
- c. **"Contractor's Personnel"** means the Contractor's staff who are assigned to this Agreement to undertake the Services;

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- d. **"Effective Date"** has the meaning set out above;
- e. **"Event of Default"** has the meaning set out in Section 19.3 of this Agreement;
- f. **"GST"** means the Goods and Services Tax payable pursuant to the Tax Legislation;
- g. **"Losses"** means in respect of any matter all:
  - i. direct or indirect, as well as
  - ii. consequential,claims, demands, proceedings, actions, causes of action, losses, damages, liabilities, deficiencies, penalties, costs and expenses (including without limitation all legal fees and disbursements on a solicitor and client basis and other professional fees and disbursements), interest, penalties and amounts paid in settlement whether from a third person or otherwise);
- h. **"Project Manager"** is the person designated by each of the parties to administer this Agreement on their behalf and is named in Section 21 of this Agreement, and is subject to change in accordance with Section 21.5 of this Agreement;
- i. **"Services"** means the spay, neuter and micro-chip program; community outreach program; and Dog Control Adoption services as described above and more fully detailed in Schedule A of this Agreement;
- j. **"Services Start Date"** means the date the Contractor commences providing the Services to the Regional District, as detailed in Schedule A;
- k. **"Services End Date"** means the date the Contractor ceases providing the Services to the Regional District, as detailed in Schedule A;
- l. **"Standard of Work"** means the highest of:
  - i. the standard imposed by law;
  - ii. the standard otherwise prescribed in this Agreement;
- m. **"Subcontractors"** means the agents, associates, subcontractors and other third parties retained by the Contractor with the Regional District's consent to assist in the performance of the Services;
- n. **"Tax"** means GST, PST and any other similar tax imposed by Tax Legislation;
- o. **"Tax Legislation"** includes the *Income Tax Act* (Canada), *Excise Tax Act* (Canada), and all other similar legislation in effect from time to time;
- p. **"Term"** has the meaning set out in Section 4.3; and
- q. **"WorkSafeBC Legislation"** means the *Workers Compensation Act* (British Columbia) and all regulations enacted pursuant thereto, including the Occupational Health and Safety Regulation.

**1.2 Interpretation.** In this Agreement, including the recitals and Schedules to this Agreement, except as expressly stated to the contrary or the context otherwise requires:

- a. the recitals and heading to Sections and Schedules are for convenience and reference only and will not affect the interpretation of this Agreement;
- b. each reference in this Agreement to "Section" or "Schedule" is to a Section of, and a Schedule to, this Agreement unless otherwise specified;

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- c. each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- d. each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- e. words importing the singular include the plural and vice versa and words importing gender include all genders;
- f. references to time of day or date mean the local date or time in the Pacific Time Zone of British Columbia;
- g. all references to money means lawful currency of Canada;
- h. the word "written" includes printed, typewritten, faxed, emailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and
- i. the words "include" and "including" are to be construed as meaning "including, without limitation".

**1.3 N/A**

**2. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

**2.1 Representations and Warranties.** The Contractor represents and warrants that:

- a. the Contractor has the full right, power, and authority to enter into this Agreement and to perform the Services;
- b. the Contractor is an incorporated society, which is duly incorporated, organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or continuance and is lawfully registered and licensed to do business in the Province of British Columbia;
- c. the Contractor has a valid business license and will maintain such business license in good standing for the Term;
- d. the Contractor is authorized to perform the Services; and
- e. the Services will meet or exceed the Service requirements detailed in Schedule A.

**2.2 Survival.** The representation and warranties in Section 2.1 will survive the expiry or earlier termination of this Agreement.

**3. PURCHASE OF THE SERVICES**

**3.1** Subject to the terms and conditions of this Agreement, the Regional District agrees to purchase, and the Contractor agrees to provide, the Services listed in Schedule A of this Agreement for the compensation amounts stated in Schedule B.

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4. **SERVICE DETAILS**

4.1 **N/A**

4.2 **Provision of Service Inputs and Personnel.** The Contractor will provide all labour, supervision, management, facilities, Consumables, tools, supplies, fuel and materials necessary, appropriate or incidental to the proper and complete execution of the Services. Schedule A describes in general terms how the Contractor is to perform the Services. However, if there is any discrepancy in the description of the requirements or any omission of criteria, whether or not identified by the Regional District, which would be detrimental to the benefits intended to be provided to the Regional District by this Agreement then the Contractor will rectify such discrepancy or omissions to the satisfaction of the Regional District without further compensation.

4.3 **Term.** The Contractor will deliver the Services and complete all Services in accordance with the timetable indicated herein. The Term will commence on the Services Start Date and end on the Services End Date. The Term of this Agreement may be extended for one further two-year term at the Regional District's sole option, and subject to mutual agreement between the parties on renewal terms and compensation.

4.4 **Standard of Care.** The Contractor will exercise such degree of care, skill, diligence and efficiency in the performance of the Services as is required by this Agreement. The Contractor represents and warrants that the Contractor and the Contractor's Personnel or Subcontractors have all the skills, qualifications, certifications and experience necessary to perform and complete the Services to the Standard of Work as contemplated by this Agreement. The parties will act with utmost good faith towards each other in connection with this Agreement.

5. **SERVICE SPECIFICATIONS**

5.1 **Requirements.** All Services supplied to the Regional District by the Contractor pursuant to this Agreement must comply with the specifications and requirements set out in the Agreement or as otherwise agreed in writing between the Regional District and the Contractor (the "Service Specifications").

6. **N/A**

7. **COMPENSATION**

7.1 **Services Price.** The compensation due from the Regional District to the Contractor in return for performance of the Services is set out in Schedule B and will remain fixed for the Term of this Agreement.

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**7.2 Contractor's Costs.** The compensation amounts for the Services set out in Schedule B include for all of the Contractor's costs of providing the Services whatsoever, including labour, supervision, management, facilities, overheads, insurance, office expenses, transportation, fuel, delivery, taxes (except GST on the Services as applicable which will be itemized separately), tools, supplies, components and materials.

**7.3 Payment.** The Contractor will be paid on the basis and at the times set out in Schedule B.

**8. SCHEDULE**

**8.1 Services Start Date.** The Contractor will commence performance of the Services, in accordance with Schedule A, on January 1, 2022 (the "Services Start Date").

**8.2 Services End Date.** The Contractor will finish performance of the Services, in accordance with Schedule A, on December 31, 2023 (the "Services End Date").

**9. N/A**

**10. CONFIDENTIALITY**

The Contractor shall keep confidential, in perpetuity, all communications, plans, specifications, reports, or other information that comes into the Contractor's possession or are used in connection with the Services, except:

- a. those requiring disclosure by operation of law;
- b. any disclosure authorized in writing by the Regional District;
- c. those in the possession of or that come into the possession of the Contractor and were not obtained directly or indirectly from the Regional District; or
- d. those in the public domain through no act or omission of the Contractor.

**11. SERVICES DOCUMENTATION**

The Contractor shall:

- a. keep proper and detailed accounts and records, in accordance with generally accepted accounting principles, of its performance of the Services in accordance with the requirements of Schedule A, including invoices, receipts and vouchers, which shall 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. 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

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- c. preserve, and keep available for audit and inspection, all records described in this Section for at least two years after completion of the Services or termination of this Agreement, whichever applies.

**12. SUBCONTRACTORS**

**12.1 Use of Subcontractors.** The Contractor may retain Subcontractors to assist in the performance of the Services, provided that:

- a. the Contractor will require that the terms of this Agreement apply to the Subcontractors; and
- b. the Contractor will be wholly responsible for the professional standards, performance, acts, defaults and neglects of such Subcontractors.

**12.2 Standard of Care of Subcontractors.** The Contractor represents to the Regional District that all permitted Subcontractors are competent and have the qualifications, designations, experience and capabilities necessary to carry out the Services to the Standard of Work required. The Contractor will cause all Subcontractors to exercise the degree of care, skill, diligence and efficiency in the performance of the Services as is required by this Agreement.

**12.3 Subcontractor Changes.** The Regional District may, from time to time, where it reasonably believes reasonable performance is not being met by any Subcontractor(s), request changes to the Contractor's Subcontractors, and the Contractor will comply with any such request.

**13. COMPLIANCE WITH LAWS AND TAXES**

**13.1 Compliance with Laws.** In carrying out its obligations hereunder, the Contractor will comply with, and will cause all Subcontractors to comply with, all Applicable Laws.

**13.2 Regulatory Compliance.** The Contractor will upon request by the Regional District provide certificates of compliance from regulatory bodies or other evidence of compliance, including as pertaining to any of its Subcontractors. The Contractor accepts full and exclusive responsibility and liability, and will cause all Subcontractors to accept full and exclusive responsibility and liability, for payment of federal and provincial payroll taxes and for contributions for employment insurance, old age pensions, Canada Pension Plan, retirement annuities, amounts due under WorkSafeBC Legislation, health and hospitalization plans and any other payments, deductions and benefits expressed under any provision of any law or any agreement to which the Contractor and the Subcontractors are subject.

**13.3 Permits and Licenses.** The Contractor represents and warrants that it or its Subcontractors has obtained and is in compliance with all requisite professional designations, authorizations and licenses necessary for the Contractor or its Subcontractors to provide the Services.

**14. RELATIONSHIP OF THE PARTIES**

**14.1 Status.** The Contractor is engaged as an independent contractor to the Regional District for the sole purpose of supplying the Services. Neither the Contractor nor any of the Contractor's personnel is engaged as an official, officer, employee, servant or agent of the Regional District, and neither the Contractor nor any of the Contractor's Personnel will enter into or purport to enter into any contract or subcontract on behalf of the Regional District. All Subcontractors will be consultants, agents, associates or subcontractors, as the case may be, of the Contractor and will not be consultants, agents, associates or subcontractors of the Regional District. It is agreed and understood that the Contractor will act as an independent contractor to the Regional District and that no joint venture, partnership or principal-and-agent relationship exists between them in connection with this Agreement or otherwise, and the parties covenant that they will not assert otherwise. It is further understood and agreed that the Contractor is entitled to no other benefits or payments whatsoever other than those specified in this Agreement.

**14.2 No Acceptance of Advantages or Benefits.** Neither the Contractor, nor any of its agents or employees (including Subcontractors) will give or offer to give to the Regional District or any official, officer, employee or agent of the Regional District any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or having done or forborne to do, any act in connection with this Agreement or the Services. Contravention of this provision will be deemed an Event of Default (as defined in Section 19.2) and will permit the Regional District to immediately terminate this Agreement pursuant to Section 19.

**14.3 No Conflicts of Interest.** The Contractor declares to the best of its knowledge the Contractor and its Subcontractors, and their respective directors, officers, employees and agents, have no pecuniary interest or any other current or past interest or dealings, including with any officials, officers or employees of the Regional District, that would cause a conflict of interest or be seen to cause a conflict of interest in supplying the Services. Should such a conflict or potential conflict arise during the Term of this Agreement, the Contractor will declare it immediately in writing to the Regional District and the Regional District may terminate this Agreement effectively immediately upon notice to the Contractor.

**14.4 No Third Party Rights.** Except as expressly set forth herein, nothing in this Agreement will be construed to give any rights or benefits to anyone other than the Regional District and the Contractor.

**15. N/A**

**16. WORKSAFE BC COMPLIANCE**

**16.1 WorkSafeBC Coverage:** The Contractor must, for the duration of the Services, be registered as an 'Independent Business' with WorkSafeBC with a WorksafeBC Clearance Letter status showing the

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Contractor is "Active and in good standing". Additionally, the Contractor shall ensure WorkSafeBC coverage is provided for the Contractor, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Services and the Contractor shall ensure all its subcontractors obtain WorkSafeBC Coverage. If the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the Workers Compensation Act in British Columbia, the Contractor must apply for and maintain Personal Optional Protection under the Workers Compensation Act.

**16.2 Payment of WorkSafeBC Assessments.** The Contractor agrees that it will at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon the Services and shall at all times comply with WorkSafeBC Legislation. The Contractor agrees that the Regional District has the unfettered right to set off the amount of any unpaid premiums or assessments for such WorkSafeBC coverage against any monies owing by the Regional District to the Contractor. The Regional District will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of the Services have been paid in full.

**16.3 Special Indemnity Against WorkSafeBC Non-Compliance.** The Contractor will indemnify, and hold harmless the Regional District from and against all manner of Losses arising out of or in any way related to:

- a. Unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Agreement; and
- b. the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of the Services, or for whom the Contractor is responsible at law and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of WorkSafeBC legislation.

This indemnity will survive the expiry or earlier termination of this Agreement.

## **17. INSURANCE AND INDEMNITY**

**17.1 Contractor's Insurance.** Without limiting any of its obligations or liabilities under this Agreement, the Contractor will obtain and continuously carry and will cause its Subcontractors to obtain and continuously carry during the Term of this Agreement at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:

- a. Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its Subcontractors, the Regional District and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Agreement.



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The limit of commercial general liability insurance will not be less than \$5,000,000 per occurrence, inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to Services and complete operations. The deductible will not exceed \$5,000 per occurrence.

The policy of insurance will:

- i. be on an occurrence form;
  - ii. add the Regional District as an additional insured;
  - iii. contain a cross-liability or severability of interest clause;
  - iv. waive all rights which the insurer may acquire by payment of a claim to recover the paid amount from the Regional District or its officials, officers, employees or agents (a "Waiver of Subrogation"); and
  - v. extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.
- b. Automobile insurance covering all vehicles owned, leased or operated by the Contractor in connection with this Agreement including Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence.

17.2 The Contractor and each of its Subcontractors will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.

17.3 Neither the providing of insurance by the Contractor in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.

17.4 The insurance coverage will be primary insurance as respects the Regional District. Any insurance or self-insurance maintained by or on behalf of the Regional District or its officers, officials, employees, or agents will be excess of the Contractor's insurance and will not contribute with it.

17.5 All insurance policies required under this Agreement shall provide that they may not be cancelled or materially altered without 30 days' notice to the Regional District.

17.6 Prior to the Effective Date and from time to time upon request of the Regional District, the Contractor will provide the Regional District with evidence of all required insurance to be taken out in the form of a "Certificate of Insurance".

17.7 The Contractor will provide in its agreements with its Subcontractors clauses in the same form as in this Section 17.

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17.8 The Contractor will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

17.9 **N/A**

17.10 **Responsibility and Liability.** The Contractor hereby assumes the entire responsibility and liability for all damage and injury of any kind and nature whatsoever, caused by, resulting from, arising out of, incidental to, or accruing in connection with any willful misconduct or negligent act, error or omissions of the Contractor or any person for whom the Contractor is responsible at law or pursuant to the terms of this Agreement.

17.11 **Indemnity.** The Contractor will defend, indemnify and hold harmless the Regional District, and all of its past and present directors, officers, officials, employees, agents and representatives from and against all Losses, occurring either before or after the expiration or termination of this Agreement, arising out of or in connection with:

- a. the performance of the Services by the Contractor or the failure by the Contractor to perform the Services;
- b. a breach of a term of this Agreement;
- c. any willful misconduct or any negligent act, error or omission of the Contractor or any person for whom the Contractor is responsible at law or pursuant to the provisions of this Agreement, including without limitation, injury or death to anyone, loss of damage or loss to property of any person, any claim or matter in dispute between the Contractor and any Subcontractor, and any failure or deficiency by the Contractor or any Subcontractor in providing the Services;

This indemnity will survive the expiry or earlier termination of this Agreement.

17.12 **N/A**

17.13 **Rectification of Damage.** The Contractor will rectify any loss or damage caused by the Contractor in the performance of the Services at no charge to the Regional District and to the satisfaction of the Regional District.

## **18 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

18.1 The Contractor acknowledges that the Regional District is subject to the *Freedom of Information and Protection of Privacy Act* (the "FIPPA"), that the Regional District may be legally obligated to disclose to a person parts, or all, of this Agreement and any documents legally connected to this Agreement, and that the authority of the Regional District to refuse to disclose a record containing third party confidential information is limited as set out in Section 21 of the *FIPPA*. If the Contractor considers that information supplied by it to the Regional District in connection with the performance of the Services is confidential information that should not be disclosed to a person

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making a request under the *FIPPA*, the Contractor shall identify this information to the Regional District, indicate that the information is supplied in confidence, and refer to the *FIPPA* and Section 21 of *FIPPA* in this regard. The Contractor acknowledges and agrees that the Regional District may be required to disclose Contractor information even where the Contractor stipulates that such information is supplied in confidence. The Contractor acknowledges and agrees that any information included in this Agreement (including in the schedules to this Agreement) is not supplied in confidence.

## 19 TERMINATION

**19.1 Rights of Termination.** Either party may, without reason, terminate this Agreement following the provision of 6-months' notice in writing to the other party. Upon termination, both parties shall irrevocably waive and release the other from any and all claims for any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.

**19.2 Rights of Termination.** This Agreement may be terminated by the Regional District at its option before the Service End Date and/or before the expiry of the Term, anything to the contrary herein notwithstanding, at any time after the happening of an Event of Default.

**19.3 Events of Default.** For the purposes hereof, an "Event of Default" will be deemed to occur if:

- a. the Contractor is in breach of any covenant, obligation, or representation hereunder and
  - (i) such breach persists un-remedied for a period of five (5) Business Days after the Regional District has provided the Contractor with written notice of and particulars of the breach or alleged breach; or
  - (ii) where the breach cannot within the sole opinion of the Regional District be remedied within a period of five (5) Business Days, the Contractor has not, in the sole opinion of the Regional District, diligently taken steps to remedy the breach provided that the Regional District may terminate without providing a cure period with respect to actions of the Contractor that are part of a continuing course of conduct in respect of which prior written notice has been given;
- b. any Services which the Contractor has agreed to supply to the Regional District do not meet the requirements for those Services in the sole opinion of the Regional District;
- c. the Contractor is not able to supply the Services according to the schedule outlined in Schedule A;
- d. There occurs or, in the reasonable opinion of the Regional District there exists a threat of, a strike lockout, work slow down, labour disturbance, or refusal to work by the employees or Subcontractors of the Contractor;
- e. the Contractor is adjudged bankrupt, becomes insolvent or is unable to discharge its liabilities as they become due, makes an assignment for the benefit of its creditors, is subject to the appointment of a Receiver or a Petition of Bankruptcy is made against it; or

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- f. any Subcontractor becomes insolvent or unable to discharge its liabilities as they become due or makes an assignment for the benefit of its creditors or a petition of bankruptcy is made against it, and such situation will, in the Regional District's reasonable determination, have an adverse impact on the delivery of the Services.

**19.4 Termination Obligations.** Upon termination of this Agreement for an Event of Default, the Regional District shall have no further obligation or liability to the Contractor.

**19.5 N/A**

**19.6 Effect of Termination.** Termination of this Agreement for any reason will not prejudice, limit or affect any claim or matter outstanding prior to termination or obligations consequent upon termination or which by their nature survive termination as provided herein.

## **20 ASSIGNMENT**

**20.1 No Assignment by Contractor without Consent.** The Contractor will not assign this Agreement, in whole or in part, or any payments due or to become due under this Agreement, either voluntarily, involuntarily or by operation of law, without the express prior written consent of the Regional District, which consent may be unreasonably or arbitrarily withheld.

**20.2 Effect of Assignment.** No assignment permitted by the Regional District will relieve the Contractor from any obligation under this Agreement or impose any liability upon the Regional District.

## **21 CONTRACT ADMINISTRATION**

**21.1 Regional District Project Manager.** For the purposes of this Agreement, the Regional District designates David Gazely – Manager of Protective Services as its Project Manager.

**21.2 Contractor Project Manager.** For the purposes of this Agreement, the Contractor designates Sean Hogan as its Project Manager.

**21.3 Point of Contact.** The Project Manager will be the primary point of contact for each party in the administration of this Agreement.

**21.4 Regular Meetings.** The Contractor's Project Manager will meet with the Regional District's Project Manager on a regular basis and at the time and place requested by the Regional District to address any issues which may arise under this Agreement.

## **22 NOTICES**

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**22.1 Addresses for Notice.** Any notice required or permitted to be given by one party to another pursuant to this Agreement must be in writing and will be validly given if delivered, transmitted by email, or mailed in British Columbia by a pre-paid registered post to the parties as follows:

**To the Regional District:**

Regional District of Central Okanagan: 1450 KLO Road, Kelowna, BC. V1W 3Z4

Email: [david.gazley@rdco.com](mailto:david.gazley@rdco.com)

Attn: David Gazley

**To the Contractor:**

BC SPCA – Kelowna: 3785 Casorso Rd, Kelowna, BC. V1W 4M7

Email: [SHogan@spca.bc.ca](mailto:SHogan@spca.bc.ca)

Attn: Sean Hogan

or to such other person or address as one party may advise the other in writing from time to time. Any notice given in accordance with this or any other provisions of this Agreement is deemed to be received on the next Business Day after delivery or transmission by email, or if mailed, on the third Business Day following posting thereof.

**23 TIME FOR PERFORMANCE**

**23.1 Time of the Essence.** Time will be of the essence of this Agreement.

**24 N/A**

**25 GENERAL**

**25.1 No Waiver.** No action or failure to act by the Regional District will constitute a waiver of any right or duty under this Agreement or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the Regional District and no waiver of a particular breach, right or duty shall constitute a waiver of any subsequent breach, or opportunity to exercise a right or demand fulfillment of a duty.

**25.2 Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void will in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision will be deemed severed from this Agreement and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

**25.3 Governing Law.** This Agreement will be construed under and according to the laws of the Province of British Columbia.

CONTRACT #A22

CONTRACT FOR THE PROVISION OF SPAY/NEUTER/MICRO-CHIP PROGRAM, COMMUNITY OUTREACH SERVICE, AND DOG CONTROL ADOPTION SERVICE FROM THE BC SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SPCA-Kelowna)

- 25.4 **Entire Agreement.** The Contract Documents constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous communications, representations, and agreements, whether oral or written, with respect to the subject matter hereof.
- 25.5 **Amendment.** This Agreement will not be amended except as specifically agreed in writing by both the Regional District and the Contractor.
- 25.6 **Enurement.** This Agreement will enure to the benefit of and be binding upon the Regional District and the Contractor and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.
- 25.7 **Schedules and Appendices.** The Schedules and appendices attached hereto are hereby incorporated by reference in and form an integral part of this Agreement.
- 25.8 **Representation.** By executing this Agreement, the Contractor represents that it has carefully examined this Agreement, acquainted itself with all conditions relevant to the Services including the site conditions of all places where Services are to be performed, made all evaluations and investigations necessary for a full understanding of any difficulties which may be encountered in performing the Services, and been given the opportunity to receive independent legal advice. The Contractor further acknowledges that this Agreement is sufficient for the proper and complete execution of the Services.
- 25.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will constitute an original and together will constitute one and the same Agreement.

CONTRACT #A22

CONTRACT FOR THE PROVISION OF SPAY/NEUTER/MICRO-CHIP PROGRAM, COMMUNITY OUTREACH SERVICE, AND DOG CONTROL ADOPTION SERVICE FROM THE BC SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SPCA-Kelowna)

**IN WITNESS WHEREOF** this Agreement has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized officer

**BC SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS – KELOWNA (SPCA)**

By its Authorized Signatory:

\_\_\_\_\_  
SEAN HOGAN

Name in Print

\_\_\_\_\_  
Sean Hogan

Signature

**REGIONAL DISTRICT OF THE CENTRAL OKANAGAN (RDCO)**

By its Authorized Signatories:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name in Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name in Print

CONTRACT #A22

CONTRACT FOR THE PROVISION OF SPAY/NEUTER/MICRO-CHIP PROGRAM, COMMUNITY OUTREACH SERVICE, AND DOG CONTROL ADOPTION SERVICE FROM THE BC SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SPCA-Kelowna)

**SCHEDULE A – SERVICES TO BE PROVIDED**

Without limiting the Contractor's obligations under this Agreement, the Contractor will supply the following three Services, as set out in this Schedule A:

**1. Spay, Neuter and Microchip Program**

- Ensure that all dogs going into SPCA custody from the RDCO for re-homing/adoption are micro-chipped and spay or neutered.
- Provide residents in the RDCO with a low cost spay, neuter, and microchip program.

**2. Community Outreach Services**

- Emergency boarding for residents of the RDCO that are under care in a hospital, Women's Shelter, or other community-based support network, and are unable to care for their pets for short periods of time.

**3. RDCO Dog Control Adoption Services**

- Provide third party behavioral comments on RDCO's behavioral assessments when requested. (Euthanasia and questionable dog behaviors, aggressive/dangerous dogs)
- Maximum response time to a request for intake is 24 hours to initiate a dog drop off at the SPCA from RDCO Pound facility for adoption.

Further, the Contractor will present a report to the Regional Board annually on the activities undertaken on behalf of the Regional District in respect to the three Services as provided under this Agreement.



CONTRACT #A22

CONTRACT FOR THE PROVISION OF SPAY/NEUTER/MICRO-CHIP PROGRAM, COMMUNITY OUTREACH SERVICE, AND DOG CONTROL ADOPTION SERVICE FROM THE BC SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SPCA-Kelowna)

**SCHEDULE B – REMUNERATION**

For Performance of the Services for the period January 1 to December 31, 2022, the Regional District shall pay the Contractor a fixed annual sum of \$96,600.00, distributed as follows:

- \$57,750.00 only for the Spay, Neuter and Microchip Program; and
- \$21,000.00 only for the Community Emergency Boarding Services; and
- \$17,850.00 only for the Dog Control Adoption Services.

For Performance of the Services for the period January 1 to December 31, 2023, the Regional District and the Contractor shall mutually agree the Fixed Annual Sum remuneration amount. The Jan 1 to Dec 31, 2023, Fixed Annual Sum amount shall be the same as the Jan 1 to Dec 31 2022 Fixed Annual Sum Amount, plus an increase to account for inflation. Such increase for inflation shall not exceed the BC Consumer Price Index 12-month moving average % change published for December 2022 according to Statistics Canada CANSIM Table 18-10-0004-01

([https://www2.gov.bc.ca/assets/gov/data/statistics/economy/cpi/consumer\\_price\\_index\\_12-month\\_averages.xlsx](https://www2.gov.bc.ca/assets/gov/data/statistics/economy/cpi/consumer_price_index_12-month_averages.xlsx)).

The Fixed Annual Sum Amounts will be paid in 4 installments of 25% each, with installments made by electronic transfer on: April 15, July 15<sup>th</sup>, October 15<sup>th</sup> and January 15<sup>th</sup>.

The Regional District shall have no further remuneration obligations to the Contractor.