

GIS AND MAPPING SERVICE PROVIDER AGREEMENT

THIS AGREEMENT made as at the ____ day of _____, 2022,

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, British Columbia V9T 6N2

(hereinafter called the "RDN")

OF THE FIRST PART

AND

DISTRICT OF LANTZVILLE
7192 Lantzville Road
Lantzville, British Columbia V0R 2H0

(hereinafter called the "Lantzville")

OF THE SECOND PART

WHEREAS:

- A. The RDN, pursuant to sections 263 and 334 of the *Local Government Act*, RSBC 2015, c 1, may enter into an agreement with a municipality to provide to the municipality a service that is a work or service within the powers of the municipality; and
- B. The parties wish to renew and update a previous agreement dated December 31, 2018 under which the RDN administers the regulatory bylaws and services outlined herein, within and on behalf of Lantzville (the "Services").

NOW THEREFORE the parties hereto in consideration of the performance of the covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, covenant and agree with the other as follows:

1. Services

The RDN shall provide the following services to Lantzville on the terms and conditions of this Agreement:

- (a) all Geographic Information System ("GIS") and mapping services from its offices at 6300 Hammond Bay Road, Nanaimo including:
 - i. production of plot plans and location maps;
 - ii. production and sale of maps for the general public;
 - iii. production and maintenance of interactive web map;

- iv. provision of mapping advice and information; and
 - v. maintenance and revisions of Legal Cadastral Base, Official Community Plan, Zoning, ALR and House Number maps and data;
- (b) the sale of a reasonable number of maps to the general public from the RDN's offices;
- (c) assigning house numbers, maintaining records and notifying the British Columbia Assessment Authority, TELUS Address Control Department, Lantzville emergency services and other emergency services providers of changes and additions to house numbering records
- (collectively, the "Services").

2. Term

The term of this Agreement shall be five (5) years commencing on January 1, 2022 and ending on December 31, 2026 unless terminated earlier in accordance with this Agreement.

3. Renewal

Lantzville shall notify the RDN in writing on or before the 31st day of October 2026 if it wishes to renew this Agreement for a further term and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by the RDN to all the terms and conditions of the renewal.

4. Termination

Notwithstanding any other provision of this Agreement:

- (a) any party to this Agreement may terminate its participation by giving notice in writing to the other party, not less than six months in advance of the date on which it wishes to terminate its participation;
- (b) if Lantzville breaches any of its obligations under this Agreement and Lantzville does not correct such default within 30 days of written notice from the RDN, or in the case of default that by its nature takes a longer time to cure Lantzville does not promptly commence to cure such default and diligently proceed to cure such default within such time-frame as stipulated in the notice from the RDN, the RDN may terminate this Agreement upon notice to Lantzville.

5. RDN Obligations

The RDN shall:

- (a) provide all of the Services to Lantzville in a competent, careful and professional manner equivalent to the standard of services provided by the RDN within the Electoral Areas; and
- (b) designate the General Manager of Corporate Services, subject to direction by the RDN Board, as the primary contact with Lantzville, with respect to the Services.

6. Additional Services

Despite the level of service agreed to in section 1, Lantzville may request that the RDN provide additional services, subject to terms and consideration agreed to by Lantzville and the RDN, including, but not limited to, custom mapping services for special projects or production of retail maps in significant quantities.

7. Lantzville Obligations

Lantzville shall:

- (a) pay to the RDN in consideration of the performance by the RDN of the Services amounts calculated in accordance with Schedule 'A' attached; and
- (b) pay to the RDN the specified amount calculated under subsection (a), above, at the same time every year as it remits the RDN's annual requisition.

The GIS services amount shall be amended on January 1st of each year by an adjustment equal to the consumer price index for British Columbia as of November 30th of the prior year.

8. Indemnity

Lantzville shall release, discharge, indemnify, defend and save harmless the RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of the provision of the Services by the RDN.

9. Insurance

Lantzville agrees to obtain commercial general liability insurance coverage from the Municipal Insurance Association of British Columbia naming the RDN as an Additional Named insured entitled to full coverage in the amount of \$5,000,000 with respect to third party liability claims arising from the provision of the Services. The RDN agrees to carry its own statutory worker's compensation insurance and automobile liability insurance, if appropriate. If both Lantzville and the RDN have claims to be indemnified under any insurance required by this Agreement, the indemnity first shall be applied to the settlement of the claim of the RDN and the balance, if any, to the settlement of the claim of Lantzville.

10. Limits on Liability

Lantzville and the RDN acknowledge and agree that the RDN is liable only for the Services rendered by the RDN in a negligent manner or for advice negligently given.

11. Binding Effect

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

12. No Fettering

Nothing in this Agreement is intended to affect or fetter a statutory power, duty, or function of Lantzville or the RDN in relation to the Services.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year first above written.

On behalf of)
REGIONAL DISTRICT OF NANAIMO)
)
)

_____)
Chair)
)
)
)
_____)

Corporate Officer

On behalf of)
DISTRICT OF LANTZVILLE)
)
)

_____)
Mayor)
)
)
)
_____)

Corporate Officer

SCHEDULE 'A'

- 1) Lantzville shall pay the RDN the amount payable by Lantzville as if Lantzville were a participant in the service
- 2) Lantzville shall pay the RDN for the GIS/Mapping Services in an amount calculated by applying the residential rate per thousand calculated for the participants in the service, to the converted values of land and improvements for Lantzville as shown on the BC Assessment Authority Statutory Report RG734. The residential rate for GIS/Mapping services shall be calculated as follows:

The budgeted expenditures for the year divided by the total converted values for land and improvements of all participants in the General Administration Service (including the District of Lantzville), applied to the converted values of the District of Lantzville as reported on the BC Assessment Statutory Report RG734.