

**REGIONAL DISTRICT OF NANAIMO
EXTENSION AND DISTRICT RECREATION COMMISSION
SERVICES AGREEMENT**

THIS AGREEMENT made the __ day of _____, 2022.

BETWEEN:

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

(hereinafter called the "Regional District")

AND:

Extension and District Recreation Commission
c/o Brenda Shaw, President
670 Muzzwell Hill Road
Nanaimo, BC, V9X 1G2

(hereinafter called the "Commission")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Commission covenant and agree each with the other as follows:

1. Services

The Regional District wishes the Commission to provide the Services described in Schedule "A" (the "Services") and the Commission agrees to provide the Services for and on behalf of the Regional District.

2. Term

The Commission will provide the Services during the period (hereinafter called the "Term") commencing on August 1, 2022 and ending August 31, 2027 Should there be a change in the ownership of the property outlined in the agreement or other material change affecting the scope of work outlined in Schedule 'A' that the parties can amend or terminate this contract upon mutual agreement.

3. Payment

The Regional District will pay the Commission as full payment for the Services, the amount set out in Schedule 'B' at the times and in the manner therein set out.

The Commission shall take out and maintain, during the Term, a policy of comprehensive general liability insurance declaring the Regional District as an additional named insured, against claims for personal injury, bodily injury, death or property damage arising out of the Services provided by the Commission under this agreement in an amount of not less than five million (\$5,000,000) dollars per single occurrence or such amount as the Regional District may require from time to time. The policy shall include a cross liability clause and a waiver of subrogation in favour of the Regional District. The Society shall provide a copy of each year's renewed policy to the Regional District's Director of Finance.

President

Director

SCHEDULE "A"

SCOPE OF WORK

The Commission shall provide the Services as outlined below:

Scheduling and maintenance of a sportsfield located at 2140 Ryder Road, Extension, BC which is owned by the Commission, and, on behalf of the RDN, the maintenance of the portion of the field that is situated on School District #68 (Nanaimo-Ladysmith) property located adjacent to the Extension Primary School at 2120 Ryder Street, Extension, BC.



SCHEDULE "B"

FEES & EXPENSES

The Regional District of Nanaimo shall make an annual payment of \$12,000 to the Commission by August 31 of each year of the Term of the Agreement for the operation and maintenance of the sportsfield.

Notwithstanding the amount of the annual payment in a year of the Term, where extraordinary circumstances have arisen that could not have been reasonably foreseen by the Commission that were beyond the reasonable control of the Commission (e.g., a pandemic), the Regional District shall, upon receiving a written request from the Commission for the payment of a supplementary fee to offset the impact of the extraordinary circumstances on the Commission.

The amount of any supplementary fee payable by the Regional District shall be in the sole and unfettered discretion of the Regional District.