



MUNICIPAL INSURANCE ASSOCIATION
OF BRITISH COLUMBIA

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (the "Agreement") is made and entered into this XX day of September, 2018 by and in between The Regional District of Nanaimo (the "Local Government") and 2018 Regional District of Nanaimo Local Government Election Officials (the "Service Provider").

The Service Provider agrees to provide the following services for or on behalf of the Local Government:
Services in relation to administering the October 20, 2018 Regional District of Nanaimo local government election in accordance with the Local Government Act and in accordance with the sworn election worker oath.

The term of the Agreement is from the 1st day of August, 2018 and the 31st day of December, 2019.

The term of the Agreement is perpetual commencing the _____ day of _____.

While providing the agreed service, the Service Provider agrees to comply with: all applicable laws, rules and regulations; the practices, procedures and policies of the Local Government; and any special instructions given to the Service Provider by representative(s) of the Local Government.

The Local Government agrees to obtain commercial general liability insurance coverage from the Municipal Insurance Association of British Columbia (MIABC) naming the Service Provider 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 agreed service. The Service Provider agrees to carry its own statutory worker's compensation insurance and automobile liability insurance, if appropriate.

The Service Provider agrees to indemnify, defend and hold harmless the Local Government, its agents, servants, employees, trustees, officers and representatives from any liability, loss or damage which the Local Government may suffer as a result of any claims, demands, costs, actions, causes of actions, or judgments, including legal fees, asserted against or incurred by the Local Government arising out of, during, or as a result of the provision of services outlined in the Agreement except such liability, loss, or

damage which is the result of, or arising out of, the sole negligence of the Local Government or that is covered by the MIABC liability insurance policy.

- The Local Government agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments.
- The Service Provider agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments.

The Local Government reserves the right to terminate this Agreement and the associated commercial general liability insurance coverage provided to the Service Provider by the MIABC at any time upon written notification to the Service Provider of the termination.

ON BEHALF OF *REGIONAL DISTRICT OF NANAIMO*

Name: Jeannie Beauchamp

Title: Director of Finance

Signature:

Date:

ON BEHALF OF *ELECTION WORKERS*

Name: Jacquie Hill

Title: Deputy Election Officer & Manager
Administrative Services, Regional District of
Nanaimo

Signature:

Date:
