



REQUEST FOR PROPOSALS

**TO PROVIDE
Economic Development Officer Services for the Creston Valley
-Kootenay Lake Economic Action Partnership**

**Regional District of Central Kootenay
Nelson, BC**

Issued: August 20, 2019

Closing Location:

Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

Closing Date and Time:

2:00 pm (PST), Wednesday September 11, 2019

Stuart Horn
CAO
PH: 250-352-8152
FX: 250-352-9300
Email: shorn@rdck.bc.ca

1 SUMMARY

The Regional District of Central Kootenay (RDCK) is requesting proposals from qualified individuals or firms to provide economic development officer services for the Creston Valley - Kootenay Lake Economic Development Action Partnership. With this solicitation, the RDCK will complete a selection process to identify a qualified service provider.

2 BACKGROUND

Recognizing that our economies are linked in many ways, the communities of Creston Valley – Kootenay Lake, which include yaqan nuʔkiy (Lower Kootenay Band), Regional District of Central Kootenay Electoral Areas A, B and C and the Town of Creston, have come together to look for regional economic opportunities and challenges, and ways to address these in a collaborative way. This collaboration is the Creston Valley – Kootenay Lake (CV-KL) Economic Action Partnership (EAP).

The EAP partners worked together to create “Stronger Together – Creston Valley - Kootenay Lake Economic Action Strategy” in 2018, a project that involved extensive community engagement, economic research and assessment. The strategy serves as a guiding document to economic development initiatives pursued by the EAP and is a living document that will be adapted as new community priorities emerge. Further background information and documents related to the Economic Action Partnership can be found at: <https://eap.kes.bc.ca/>

2.1 “STRONGER TOGETHER” ECONOMIC VISION

The communities of CV-KL work together to ensure a thriving local economy that is inclusive, supports a high quality of life and builds on our strengths in agriculture, tourism and recreation and small business. Residents can find or create work that meets their needs and businesses can find qualified staff. Local businesses collaborate for shared success and have the community and government support they need to thrive. New residents and businesses are drawn to the area by the high quality of life and support services available. CV-KL is a place for innovation, collaboration and living a great life.

The EAP partners are seeking an Economic Development Officer to implement various projects. A starting point has been outlined in the 2018 Economic Action Strategy, as well as identification of broader economic development goals of the region:

- a) build a thriving local business sector;
- b) attract new business and investment;
- c) create more good jobs;
- d) attract more families/young people;
- e) diversify our economy;
- f) keep the area peaceful;
- g) protect the character;
- h) improve services; and
- i) increase number of local entrepreneurs.

3 OPPORTUNITY

Reporting to the CAO of the Regional District of Central Kootenay, with oversight by the CV-KL EAP Advisory Committee, the Economic Development Officer is responsible for the implementation of the CV-KL Economic Action Strategy. This work will involve creating beneficial relationships, developing opportunities for partnership, coordinating projects across partner organizations, managing contracts and delivering programs that will enhance economic activity in CV-KL region. Initial emphasis will be on the “five pillars” outlined in the Strategy (Tourism/Recreation; Local Business Matters; Agriculture; Quality of Life/Resident Attraction; New Directions). Recognizing that many organizations contribute to local economic development within these five pillars, the position is largely one of coordination and support.

The Economic Development Officer position is a contract opportunity with an initial two-year term, open to individuals or organizations in the CV-KL region. The ideal candidate or organization will possess the following qualifications and experience:

- a) educational foundation in economic development, commerce, marketing, public/business administration and/or a related field;
- b) proven experience in economic development or a closely related field;
- c) experience in the development of strategic and operational plans, as well as budget formulation and management;
- d) familiarity with performance measurement and reporting processes that result in strong accountability both internally and externally;
- e) well-developed organizational and time management skills including project management and contract administration;
- f) superior verbal and written communication and presentation skills, including a working knowledge of the principles and practices of negotiations;
- g) experience in community and business engagement and facilitation;
- h) ability to cultivate and maintain strategic partnerships and effective working relationships with key stakeholders including elected officials, community groups, industry, business, funders, and the general public;
- i) knowledge and experience in both grant research and proposal preparation;
- j) experience working with steering committees, advisory boards, public working groups; and
- k) local knowledge of and experience working within the CV-KL region.

4 SCOPE OF WORK

4.1 REPRESENTATION

1. Liaise and build partnerships with key stakeholders including business and industry representatives; community non-profit organizations; local, regional, indigenous, provincial and federal governments; trusts and other funders; regional economic development agencies.

2. Act as a source of current and emerging intelligence, expertise and be accountable to the Regional District of Central Kootenay and CV-KL communities on matters related to regional economic development.
3. Represent the region at relevant committees and working groups, at the local, regional or provincial level.
4. Respond to investment and media inquiries; maintain current regional economic information to support information requests (e.g. investment profile, sector opportunities, industrial land inventory).
5. Represent the CV-KL region as steering committee member and first point of contact for the Imagine Kootenay partnership.

4.2 IMPLEMENTATION OF THE CV-KL ECONOMIC ACTION STRATEGY

1. Develop and implement a two-year work plan and budget that aligns with the actions defined in the CV-KL Economic Action Strategy.
2. Develop, administer and manage contracts related to project implementation, including:
 - Economic Projects Coordinator;
 - Economic Development Liaison for East Shore;
 - agricultural development: liaise with and support current and new agricultural initiatives;
 - tourism: liaise with and support tourism marketing initiatives and destination development;
 - housing: affordable housing initiatives;
 - local business: business retention and expansion activities;
 - community revitalization and promotion;
 - training opportunities for various community audiences on topics including tourism experiences; technology innovation/adoption; and
 - new market development.

4.3 GOVERNANCE AND REPORTING

1. Coordinate meetings of the CV-KL EAP Advisory Committee.
2. Provide support for and coordinate quarterly meetings for the CV-KL EAP Advisory Committee to provide direction, set priorities and review/approve work plan and budget.
3. Develop and implement a performance measurement framework and communicate progress on implementation of the Economic Action Plan.

5 PROPOSED SCHEDULE

The RDCK anticipates the consultants work will commence in October 2019 and be completed by October 2021.

6 SUBMITTAL

The Regional District of Central Kootenay seeks proposals by qualified candidates. Submissions should be three to five pages (maximum) in length and should include:

- a) statement of interest in the project;
- b) demonstration of capacity to deliver the Economic Development Officer role and coordinate implementation of the Economic Action Strategy;
- c) summary of experience in delivering community and economic development projects and initiatives
- d) summary of experience in contract management and administration;
- e) biography/resumes of key personnel;
- f) for organizations: overview of organization (legal name, contact information, mandate, objectives, governance structure;
- g) provide contact information for a minimum of two (2) references for previous and related project work;
- h) provide samples of economic development documents you have completed for other local government clients; and
- i) include a fee proposal component that provides the following:
 - demonstrates how the required scope of work will be delivered within the budget allocated to this project;
 - include hourly rates for all staff that includes all multipliers and discounts. The quoted rates should remain firm throughout the project period; and
 - details on applicable direct expense or reimbursable charges you are proposing, if selected.

7 DEADLINE:

An electronic copy of the proposal shall be submitted by email by **2:00 pm on Wednesday September 11, 2019** to:

Stuart Horn, CAO
Regional District of Central Kootenay
202 Lakeside Drive, Nelson, BC V1L 5R4
shorn@rdck.bc.ca

Questions concerning the RFP process should be directed to Stuart Horn by email.

8 SELECTION OF SERVICE PROVIDER

Selection of the service provider shall be based upon a number of factors, including:

- a) consultant's proposed approach;
- b) understanding of the RDCK's requirements;
- c) experience and capabilities of the individual and team members;
- d) previous experience in projects of a similar nature;
- e) previous experience with the RDCK;
- f) unit rates contained in fee proposal;

- g) demonstrated ability to manage projects similar in scope and complexity to the proposed RDCK work as specifically referenced in previous project experience; and
- h) references from previous clients.

The evaluation process will be conducted solely at the discretion of the RDCK. The RDCK may decide to utilize other criteria other than those set forth above. The RDCK reserves the right to make inquiries regarding any or all Proponents and to verify all information submitted by Proponents. Interviews will be held at the discretion of the RDCK.

9 CONSULTING SERVICES AGREEMENT

Successful Proponents will be required to enter into a Consulting Service Agreement with the RDCK when specific work is required. A copy of the RDCK's standard Consulting Services Agreement is attached to this document as **Appendix B**.

Appendix A – Funding Proposal

APPENDIX A – PROPOSAL



Request for support

Reference #: 2018070063
Submitted: Jul 27, 2018
Status: Pending

Contact information

Organization	Regional District of Central Kootenays	Primary contact	Elizabeth Quinn
Address	Box 590, 202 Lakeside Drive Nelson, BC, CA V1L 5R4	Title	Economic Action Partnership Coordinator
B/N	BN10402	Phone	250-428-5655 x425
		Mobile	778-235-0850
		Email	eq@kes.bc.ca
		Signatory Authority	Stuart Horn
		Title	Chief Administrative Officer
		Phone	250-352-6665
		Email	shorn@rdck.bc.ca

Organizational profile

Type of organization	Local Government			
Project partners associated	Partner name	Contact name	Phone	Email address
	Town of Creston	Ron Toyota	(250) 223-8471	Ron.Toyota@Creston.ca
	Area A	Garry Jackman	(250) 223-8463	GJackman@RDCK.bc.ca
	Area B	Tanya Wall	(250) 428-1993	TWall@RDCK.bc.ca
	Area C	Larry Binks	(250) 428-9577	LBinks@rdck.bc.ca
Destination trails project	No			

Request details

Request type	Partnerships Project (up to \$500,000)
Kind of support	Financial support
Total amount requested	C\$321,200
Total project budget	C\$535,350

Project details

Name of project	“Stronger Together Creston Valley - Kootenay Lake Economic Action Strategy Implementation”
Location impacted	Canada - Kootenay - Central Kootenay - 202 Lakeside Drive, Nelson, BC
Focus of initiative	Community and economic development
Description	The communities of Creston Valley – Kootenay Lake, RDCK Areas A, B and C, the Town

of Creston and yaqan

nukiy First Nations have come together to seek regional economic opportunities and challenges, and work collaboratively. This project is based on the culmination of their partnership, and the 2018 Economic Action Strategy funded by Rural Dividend in 2016.

There are five "pillars" of the economic actions needed to reach the economic objectives. These pillars include: Tourism and Recreation, Business, Agriculture, Quality of Life/ Resident Attraction, and New Directions (Tech adoption).

Our goal is to catalyze the opportunities for growth and prosperity uncovered through the stakeholder engagement process with 5,000 residents and businesses and reflected in the strategy. The actions and work:

Hire Economic Development Officer, 1 Projects Coordinator, 1 liaison and 1 Tourism Coordinator.

Tourism: Enhance attraction and product development by establishing a Destination Marketing Assn. Initiate Region-wide calendar. Develop a Wayfinding strategy. Offer "Remarkable Experiences" Program, and implement a PR Media campaign considering Highway 3 Corridor Destination Marketing and the 2018 CV -KL Route Campaign, a partnership with RDCK Area A, B , C, Town of Creston.

Business: Improve business collaboration and plan mentorship program, offer TechDev 101 and training to reach new markets. Host a Buy Local week. Photos to be used resident and physician attraction, agriculture and tourism. Investment and workforce initiative via membership with Imagine Kootenay. Increase local procurement by large Purchasers.

Agriculture and business: Scale-up agriculture and jobs in farm and food sector and improve access to healthy local food. Develop value-added product from cherry mash. Enhance on-line Marketplace platform. Aggregate farm product and reach new markets. Launch buy BC/local campaign to buy on-line, at farmers' market, fruit stands and grocery stores. Work with partners and Independent grocer to aggregate local farm product. Partner with yaqan nu?kiy to enhance economic participation in regional economy and in agriculture.

Quality of Life: Assist with Volunteer Bank website to help residents find meaningful ways to contribute, enabling Creston Valley Community Housing Society to recruit qualified board members to enhance affordable rental housing leveraging new land available. Research improved public transportation.

Beneficiaries Town of Creston - 5,351
Area A - 1,930
Area B - 4,657
Area C - 1,482

Outcomes & Indicators #1

Outcome Building a thriving local business sector.

Indicators of success 1) \$50,000 increase in sales of locally grown food to local residents using Kootenay Farms on-line Marketplace over two years based estimates from local producers

2) 15 business attending Remarkable Experiences workshop resulting in an increase in confidence and competency with a goal to increase sales by 5 %.

Outcomes & Indicators #2

Outcome Diversify the economy by improving tourism opportunities

- Indicators of success**
- 1) 15 business attending Remarkable Experiences workshop resulting in an increase in confidence and competency and a 5 % increase in sales
 - 2) Destination Marketing Association earning revenues of \$100,000 by the end of second year based on estimated revenues from Hotel Tax tax.
 - 3) An increase in visitor length of stay from 2018 to 2020 (based on data collected from 2018 CVKL Visitor Survey)
 - 4) An increase in average daily visitor spending from 2018 to 2020 (based on data collected from 2018 CVKL Visitor Survey)
 - 5) An increase in the Net Promoter Score for the area by visitors from 2018 to 2020 (based on data collected from 2018 CVKL Visitor Survey)
 - 6) 5 new business to business arrangements between Creston Valley Kootenay Lake businesses

Outcomes & Indicators #3

Outcome Increase aggregation, distribution and sales of farm and value-added product.

- Indicators of success**
- 1) 50,000 increase in sales of locally grown food to local residents using Kootenay Farms on-line Marketplace over two years based on estimates of local producers
 - 2) 1000 pounds of cherry mash converted to a value-added product based on 2017 production outcomes
 - 3) New partnership between 10 farmers aggregating farm product and reaching new markets outside the Creston Valley
 - 4) yaqan nukiy and Fields Forward Society are collaborating on an agriculture initiative creating optimism and new sales channels.

Outcomes & Indicators #4

Outcome Offering workshop for business in TecDev 101, Remarkable Experiences, and Reaching new markets will increase knowledge and skills of business operators.

- Indicators of success**
- 1) 10 business collaborating on a business to business arrangement
 - 2) 2 new tourism products will be developed based on targets set by Tourism coordinator
 - 3) 1 Tech meet -up space set up as a result of the TechDev workshop

Community Need Addressed With the exception of the yaqan nukiy, the area is one of the few in the province that has not had an economic development strategy or mandated economic development staff. Building on the establishment of the Economic Action Partnership and newly developed Economic Action Strategy funded by the Partners and Rural Dividend funding, we will leverage impressive momentum of existing collaborative projects in Tourism and Agriculture.

The region's median age of 55 years is well above the provincial average of 43 years, and the number of youth and families is decreasing with Area A seeing the biggest decrease in youth in the past ten years.

The labour force participation rate has declined between 2006 and 2016. Despite this, employment in the Creston Valley- Kootenay Lake area grew by about 5 %.

Imagine Kootenay research estimates that 22,000 people will be retiring in the next seven years and 35,000 jobs will need to be filled. As well, only 10 % of British Columbians know anything about the Kootenays and fewer Albertans.

With a declining labour force participation rate, relatively low awareness of the region, strong need for a more skilled workforce to fill the anticipated demand In the Kootenay region, this strategy is required to address these concerns. We have an opportunity and a challenge to encourage a more skilled workforce to move to the region to take advantage of affordable housing prices.

In our region the number of farms and farm operators is decreasing, and the average age of farmers is increasing. Kootenay farmers are older than in the province as a whole.

The mine in Riondel closed some years ago leaving a gap in employment opportunities and an aging out community. The legalization of Cannabis is creating opportunities for growth and also affecting the underground economy in the region.

With new high-speed internet and high housing prices in major cities driving rural migration, this presents a growth opportunity. 60% of businesses felt that the local business climate will improve over next 5 years.

(Columbia Basin Business Retention and Expansion Project, RDI (2016)

While 'tourism' is not included in the above survey as an industry unto itself, the industries that typically make up tourism (retail and accommodation & food services) are both relatively weak compared to the provincial average. " CV-KL Economic Snapshot – EcoPlan International

Community Strength Increased

This project implements the Creston Valley - Kootenay lake Economic Action plan. Funding from the Rural Dividend program will build community capacity by creating 4 new positions to coordinate and implement strategic actions. This Community capacity will be sustained over time by planned budget contributions from all partners, specifically three RDCK areas and the Town of Creston. This project encompasses one municipality, one First Nations community and 10 unincorporated communities in three regional districts.

The project will provide a focus on economic development that hasn't existed other with the yaqan nu?kiy. The project will benefit the regions business owners, tourism operators, agricultural producers, affordable housing advocates and an organization coordinating volunteers all helping to improve the quality of life in the Creston Valley and Kootenay Lake. The project will knit together the communities that are spread over 130 km building on the recently formed Tourism partnership and Fields Forward agricultural initiatives.

The project will leverage a commitment between all partners including the yaqan nu?kiy by establishing a Destination Tourism Marketing Association, organizing skill building workshops, organizing volunteer opportunities to support community place-making events.

Businesses will be supported with training, local procurement initiative, improved collaboration and workforce development and attraction.

New assets will build social cohesion increasing resiliency and strength. The project will build networks between communities from Yahk to yaqan nu?kiy to Riondel.

Project supports innovation

An on-line events calendar will make scheduling and communicating events efficient. The

TechDev 101 workshop raises the profile of the importance of technology and its use. The Kootenay Farms on-line “click and collect” Grocery Marketplace for local food will help scale up production and meet the demand for local food as well as keeping local dollar circulating in the region.

Developing a product from cherry mash will create employment and opportunities to add value to cherries, in the largest cherry producing area of British Columbia.

The Volunteer Bank website will encourage interaction between residents and non-profits and technology, although promotional posters will still need to be used.

The Remarkable Experiences workshop and business mentorship program will give businesses new skills and tools to improve operations and to attract more business. The business community will feel the surge of support and feel listened to inspiring a buoyancy in the community.

Education levels are below the provincial average with only 8 % having a Bachelor’s degree compared with a provincial average of 20%. Business owners need training workshops organized on their behalf to develop skills and knowledge in new media and reaching new markets. TechDev 101 (technology sector economic development basics) and Remarkable Experiences Tourism training will provide essential skills. Many businesses are operated by older staff who may not have an email address or know how to use basic software programs such as excel or even Facebook.

Project creates shared prosperity

A collaborative spirit is alive and emerging in the Creston Valley Kootenay Lake region. Regional Districts A, B and C, the Town of Creston and the yaqan nukiy First Nations have collaborated on the development of the Economic Action Strategy and the Rural Dividend application. The Eastshore of Kootenay Lake and the Creston Valley have partnered on tourism initiatives for the first time and this project will leverage this momentum. The Yaqan Nukiy will be partnering on agriculture initiatives with Fields Forward Society. Ten businesses in the Creston Valley- Kootenay Lake region are partnering on a business to business project which will be enhanced by the Remarkable Experiences workshop and the Techdev 101 workshops offering them new tools for marketing and improving operational efficiencies.

Project creates jobs Yes

Direct fulltime jobs 1

Direct part-time jobs 3

Direct temporary jobs

Project create employment

Economic Development Officer will oversee the project, be the go to person for economic development and work with the business community.
 Projects coordinator will manage Imagine Kootenay website, Volunteer Bank postings, Photobank decisions, workshop scheduling.
 Eastshore liaison will convene meetings and be the go to person for business, tourism and quality of life issues in area.
 Tourism coordinator will implement the tourism actions.

Economic opportunities for youth No

Potential indirect employment created

Tourism Coordinator will spearhead the development of a Destination Marketing Association which will use a 2% hotel tax to financially sustain tourism and future employment.
 Fields Forward Staff will coordinate, develop and implement all agriculture related projects

creating new employment for value-added processing, farming, and sales.

Current community development plan	Yes - The 2018 Economic Development Plan has five Pillars - Tourism and Recreation, Agriculture, Business, and Quality of Life and Resident Attraction. 5,000 people from Yahk to Yaqan Nukiy to Riondel participated in surveys and stakeholder engagement sessions contributing to the plan. This project has used the actions in the plan to inform this application. All project ideas are directly from the plan.
Existing community support	The community was engaged in a variety of ways to gain a clear understanding of people's goals for the local economy, their ideas for actions to make things better, and how they want to see progress measured. Broad community engagement was undertaken, as well as more targeted engagement with the business and economic community (e.g., business owners, Chambers of Commerce). Stakeholder groups included: Residents, businesses and elected officials from Lower Kootenay Band Creston 1, Town of Creston and Area A, B and C; Community Ambassadors (one from each area); Area A Economic Development Commission; businesses and sector networks and groups; implementation organizations; and community groups, including those serving vulnerable populations. 5,000 people engaged in the process and now they want the plan implemented.
Contribution from other	C\$185,650
In-kind contribution from others	C\$28,500
Other organizations providing fund	No
Project start date	Dec 03, 2018
Project end date	Dec 01, 2020
Project duration	24
Project ready to commence	Yes
Key milestones	Stage 1: December - Nov 2019 Hiring staff and establish an office. Form Advisory committee including terms of reference on MOU Engage Tourism Pillar coordinator and begin the development of a Destination Marketing Association building on a business plan developed in the fall of 2018. Begin work with businesses. Begin work on Volunteer Bank, Imaging Kootenay, Regional Calendar and planning business training Workshop. Begin work on value-adding processing, aggregation, distribution and sales of agriculture produce and buy local campaigns including Kootenay Farm brand. Dec 2019- Nov 2020 Continue work in Tourism, Agriculture and Business Organize TechDev workshop and Remarkable Experiences workshop. Plan second year Buy BC/Local campaign and Local Procurement
Project ongoing	Yes
Project continuation	A Destination Marketing Association will continue the work using funds from the 2 % hotel tax. Using revenues from value-added processing, the on-line platform and support from the farm community, the agriculture initiatives will continue.
Project management skill	The Regional District of Central Kootenay has enormous capacity to manage and steer projects. The Tourism coordinator has developed, funded, and launched the Creston Valley Kootenay Lake Tourism route which has been highly successful. The Fields

Forward Team includes the past executive director of the BC Association of Farmers' Market and a Food Venture Collaborative Manager has 15 years of progressively more responsible positions in food retail with Whole Foods, Choices, Safeway and Health Food Sector.

Role of project partner The Partners will be on an Advisory Committee meeting four times a year to provide oversight for the project including the CAO of the Regional District of Central Kootenay. A Coordinating Committee will meet monthly including the CAO of the Town of Creston and Champions for Tourism, Agriculture and Business and the Economic Development Officer and Coordinator.

Project risks Risk: A political context shift after elections in fall
 Measure: Actively engaging a broad and diverse group on the Advisory Committee to ensure momentum is not sidetracked by political shifts.

Risk: Loss of key personnel
 Measure: The Pillars will be led by teams and the Economic Development officer will be working with a coordinator and liaison who could act in a back up capacity for each other.

Risk: Timeline delay
 Measure: Monthly steering/ coordination committee meetings checking in on project milestones.

Project include physical infrastructure No

Destination trails permits/jurisdiction N/A

Resolution 498/18 That the Regional District of Central Kootenay apply for a Rural Dividend Fund Grant for the July 31, 2018 intake for the Stronger Together Creston Valley - Kootenay Lake Economic Action Strategy Implementation project on behalf of Economic Action Partnership - Town of Creston, Areas A, B and C.

Resolution moved by Director Comer

Resolution seconded by Director Jackman

Resolution date Jul 19, 2018

Instructions

- 1 Please fill in all fields marked with a red asterisk (*).
- 2 Use the "Tab" key to move from field to field in order, or the mouse to select any available (white-filled) field.
- 3 To paste copied information into a cell, you must double-click in the cell before pasting.
Note: do NOT use "Cut" (or Control-X) to remove information from a cell as this may make the application form unreadable.
Use the Delete key to remove information; use "Copy" (or Control-C) to copy information for pasting in another location.
Note: Mac users - do NOT use Numbers as the form will not function properly.
- 4 Some boxes have drop-down lists where you can select a value; for these boxes, click on the arrow that appears when your cursor is in the box, and select from the list.
- 5 Please attach completed Project Budget to your Application submission through the Rural Dividend website.

Please attach completed Project Budget to your Application submission through the Rural Dividend website.

1. Project Information

Applicant Name (maximum 250 characters)
Regional District of Central Kootenay *e.g. Timberlake Chamber of Commerce*

Project Name (maximum 250 characters)
Stronger Together Creston Valley Kootenay Lake Economic Action Strategy Implementation *e.g., Timberlake Farmers' Market Stalls*

Funding Stream (select from drop-down list):
Partnerships Project Using the Program Guide definitions, select a funding stream from the list

Is this a Destination Trail Project? Yes

2. Project Costs

Provide a detailed breakdown of costs related to project implementation. Totals will be auto-calculated and used in later calculations.

Category	Description of Cost (REQUIRED) (maximum 250 characters)	Costs	Funding
Salary and Wages Provide the following information in the description of cost: • Job title • wage rate • number of hours or months of employment • if position is existing or is for a new hire	Advisory Committee - Meeting four times annually (14 people @\$50 @ 4 hours @ 4 meetings @ 2 years	\$ 22,400	In-Kind
	RDCK: Project Support and Administration (Monitor outcomes, review project reports) \$50 per hour @90 hours	\$ 4,500	In-Kind
	Yaqa Nukiy-Lower Kootenay Band Director of Economic Development @\$50 @ 4 hours @ 4 meetings @ 2 years	\$ 1,600	In-Kind
	Sub-total	\$ 28,500	
Consulting and Professional Fees Provide the following information in the description of cost: • description of the service • name of the consultant / professional providing the service (if known) • length of the contract (may be an estimate)	Economic Development Officer (\$40@30 per week @ 104 weeks) - Two year contract - new hire	\$ 124,800	Rural Dividend
	Economic Development Coordinator (\$30@25 hours per week @ 104 weeks) - Two year contract - new hire	\$ 78,000	Rural Dividend
	Economic Development Liaison Eastshore of Kootenay Lake (\$25@10 hours per week @ 104 weeks - Two year contract	\$ 26,000	Other
	Agriculture - Enhance outreach to restaurants, shoppers and distributors using AG on-line platform and Food Hub - Fields Forward	\$ 20,000	Rural Dividend
	Agriculture - Product development, Aggregation of farm product (Fields Forward - Two years)	\$ 20,000	Other
	Agriculture - Develop value-added product including feasibility study, process development (Fields Forward - Two years)	\$ 20,000	Other
	Tourism - Develop Destination Marketing Association and Coordinate tourism pillar -(Skimmerhorn Consulting) - One year	\$ 36,400	Rural Dividend
Hire Consultant to Develop Wayfinding Strategy	\$ 11,000	Rural Dividend	
Creston Valley Community Housing Society-enhance rental housing (barrier to employee attraction and retention)	\$ 8,000	Rural Dividend	
Sub-total	\$ 344,200		
Travel and Meetings Meals and project travel related expenses must be based on government per diem rates. Provide the following information in the description of cost: • type of travel (air, car, etc.) • destination • number of nights • number of people	Travel and Meetings - mileage for travel within the region, rental of meeting space and refreshments	\$ 5,000	Rural Dividend
	BC Economic Development Conference 2019 and 2020 for Economic Development Officers	\$ 2,400	Other
	Sub-total	\$ 7,400	
Training Provide the following information in the description of cost: • name/type of course/training • duration of the course/training • number of participants cost is based on • description of related expenses that may be included (ex. room rental, materials & supplies, registration fees)	Remarkable Experiences X 15 business half price honorariums based on need (15 participants paying 1/2 price) 2019	\$ 3,400	Other
	Business Training - TechDev 101 and adoption	\$ 4,200	Other
	Business Training - Reaching new markets and other training	\$ 8,000	Other
	Multiply Benefits of Events (see Strategy for details)	\$ 5,000	Other
	Sub-total	\$ 20,600	
Marketing and Promotion Provide the following information in the description of cost: • type of marketing and/or promotion	"Timely" Regional Event Calendar for 24 organizations	\$ 1,000	Other
	Imagine Kootenay Website	\$ 20,000	Other
	Photobank - Photography Fees	\$ 2,000	Other
	Develop Kootenay Farm Brand - Fields Forward	\$ 10,000	Other
	Volunteers Bank Website - Yahk to Yaqa Nukiy to Riondel	\$ 2,000	Other

(online, brochures, etc.) • if hard copy, how many copies are made (may be an estimate) • if an event, include a description of any related expenses (room rental, refreshments, etc.)	CV-KL Route & Highway 3 Corridor Destination Marketing - Social Media, PR, website management, articles, brochur	\$ 37,000	Rural Dividend
	Shop Local Campaign for Agriculture and Farmers' Market in 2019 and 2020 - flyers, ads, Social Media, articles	\$ 10,000	Other
	Local Procurement Campaign for Business and Buy Local campaign during BC Buy Local week CV-KL in 2019 and 2020	\$ 13,000	Other
	Sub-total	\$ 95,000	
Equipment, Capital and Supplies Provide the following information in the description cost: • description of the item(s) • quantity of item(s), if applicable • description of any wages associated with the item(s) (ex. set-up & installation).	Office Supplies	\$ 2,000	Other
	Printing	\$ 1,000	Other
	Photocopying	\$ 1,000	Rural Dividend
	Sub-total	\$ 4,000	
Infrastructure Related Costs Provide the following information in the description of cost: • breakdown of all activities (ex. plumbing, electrical work, etc.) • description of all materials required • description of all wages and/or contractor costs including duration worked & number of employees			
	Sub-total	\$ -	
Other Costs Any costs that do not fit under other categories (ex. space or room rentals).	Two @ Office Rental @ 24 months including internet for Economic Development Officer and Coordinator	\$ 8,000	Other
	Home Office, Own Computer, Supplies for Economic Development Eastshore Liaison (1 day per week @ \$25 per day @	\$ 2,650	Other
	Business Retention - Business walks, surveys, improved business collaboration, mentorship - led by ED Officer	\$ 25,000	Other
	Sub-total	\$ 35,650	
Total Project Cost		\$ 535,350	

3. Project Funding				
Section 3A: Rural Dividend Funding Request				
		Amount \$	% of Total Cost	
Rural Dividend Funding Request	Auto-Calculated from Section 2. Project Costs	\$ 321,200	60.0%	
Section 3B: Applicant Contribution (Required for Single Applicant & Partnerships)				
	Description (REQUIRED) List all source(s) for applicant contribution (ex. reserve funds, partner name, development trust, etc.) (maximum 250 characters)	Verified (Y/N)	Amount \$	% of Total Cost
Applicant Financial Contribution	Town of Creston - Mayor Toyota	Yes	\$ 58,240	10.9%
	Regional District of Central Kootenay, Electoral A - Director Jackman	Yes	\$ 41,026	7.7%
	Regional District of Central Kootenay, Electoral B - Director Wall	Yes	\$ 54,832	10.2%
	Regional District of Central Kootenay, Electoral C - Director Binks	Yes	31,552	5.9%
In-Kind Portion of Contribution	Auto-Calculated from Section 2. Project Costs		\$ 28,500	5.3%
	Sub-total		\$ 214,150	40.0%
Section 3C: Project Funding (List the remaining source(s) of all contributions to demonstrate how the project will be funded)				
	Additional In-Kind Contributions The remaining amount of in-kind contributions that cannot be applied towards the applicant contribution		Amount \$	% of Total Cost
In-Kind Contribution	Auto-Calculated from Section 2. Project Costs		\$ -	0.0%
	Sub-total		\$ -	0.0%
	Description (REQUIRED) Provide the level of government, name of program, etc. (maximum 250 characters)	Verified (Y/N)	Amount \$	% of Total Cost
Other Government Funding				0.0%
				0.0%
				0.0%
				0.0%
				0.0%
	Sub-total		\$ -	0.0%
	Description (REQUIRED) List the source(s) of remaining other funds (ex. bank loan, industry, development trust, etc.) (maximum 250 characters)	Verified (Y/N)	Amount \$	% of Total Cost
Other Funding				0.0%
				0.0%
				0.0%
				0.0%
				0.0%
	Sub-total		\$ -	0.0%
Section 3D: Totals				

Sub-total Funding (Sections 3B & 3C)	\$	214,150
Total Project Funding	\$	535,350

4. Summary of Project Costs and Project Funding		
Project Costs	Amount \$	% of Total Cost
Salary and Wages	\$ 28,500	5.3%
Consulting and Professional Fees	\$ 344,200	64.3%
Travel and Meetings	\$ 7,400	1.4%
Training	\$ 20,600	3.8%
Marketing and Promotion	\$ 95,000	17.7%
Equipment, Capital, and Supplies	\$ 4,000	0.7%
Infrastructure	-	0.0%
Other Costs	\$ 35,650	6.7%
	\$ 535,350	100.0%
Project Funding	Amount \$	% of Total Cost
Rural Dividend Funding	\$ 321,200	60.0%
Applicant Contribution	\$ 214,150	40.0%
Additional In-Kind Contribution	-	0.0%
Other Government Funding	-	0.0%
Other Funding	-	0.0%
	\$ 535,350	100.0%

Please attach completed Project Budget to your Application submission through the Rural Dividend website.

End of Form - press "Tab" key to return to the beginning

APPENDIX B – PROJECT DETAILS

1. DELIVERABLES

Project Component	Deliverables
Destination Marketing Association	Establish a destination marketing association to act as an overarching regional tourism body.
Remarkable Experience Workshop, Business Mentorship Program, and TechDev 101 Workshop	Deliver the Remarkable Experience Workshop, Business Mentorship Program, and TechDev 101 Workshop to give businesses new skills and tools to improve operations and attract more business.
Hire Staff	Hire an economic development officer, projects coordinator, liaison, and a tourism coordinator to complete the actions and work in the 5 pillars of economic actions needed: Tourism and Recreation, Business, Agriculture, Quality of Life/Resident Attraction, and New Directions.

2. PROJECT COSTS & PROJECT FUNDING

For Project costs and project funding, refer to the budget in Appendix A – Proposal. Rural Dividend Funds can be used towards eligible project costs incurred upon submission of application to the Program during the intake. All costs incurred prior to submission of application are ineligible for Rural Dividend funding.

Examples of ineligible costs are listed in this Appendix B, Section 3 Ineligible Costs. It is the Recipient's responsibility to ensure that Rural Dividend Funds are not used for ineligible costs.

3. INELIGIBLE COSTS

The Recipient is responsible for any charges stated in the budget referenced in Appendix A – Proposal that are ineligible including, but not limited to, the examples of ineligible costs listed below.

For inquiries or additional information pertaining to ineligible costs, refer to the Program Guide, available on the website at www.gov.bc.ca/ruraldividend or contact the Program Office.

EXAMPLES OF INELIGIBLE COSTS (including but not limited to the below):

Project Implementation:

General organizational support costs.

Any costs associated with administering the project, such as preparing progress reports.
Costs being claimed under any other programs.
Costs incurred outside the time periods for the project as outlined in application.
Costs incurred before the application was submitted.
Project contingency costs.

Infrastructure:

Infrastructure related costs that exceed 25% of the total project cost.¹
Infrastructure that is not tied to a broader project and outcome.
Traditional municipal infrastructure (water/sewer/road/sidewalk) projects.

Project Management:

Permits and approvals.
Legal costs.
Project-related professional fees payable to the Recipient.

Wages:

Ongoing costs for existing staff salaries and benefits.

Capital:

Capital purchases over 25% of total project costs.²
Capital purchases that are not essential to the implementation of the project.
Land acquisition.

Marketing/Travel:

International travel³
Directly lobbying of any level of government.
Expenses related to attending conferences and trade shows.
Coordinating/hosting conferences/events.
Remuneration and travel of elected officials

Other:

Academic research that does not deliver concrete actions or tangible benefits.
GST and PST.
Financing costs and interest charges.
Alcohol

4. MONITORING AND AUDIT

The Province reserves the right to, for monitoring and audit purposes, at all reasonable times, on reasonable notice, enter any premises used by the Recipient to deliver the Services or request and keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy, whether complete or

¹ Infrastructure cost limits of 25% are not applicable to Destination Trail projects.

² Capital purchase cost limits of 25% are not applicable to Destination Trail projects.

³ International travel may be approved by the Province subject to a review of the costs by the Province. A review of costs associated with international travel must be requested by the Recipient.

not, that are produced, received or otherwise acquired by the Recipient as a result of this Agreement.

It is the responsibility of the Recipient to ensure cooperation from all partners and third party contributors, in a timely manner, during a review or audit of the Services.

Appendix B – Consulting Services Agreement



REGIONAL DISTRICT OF CENTRAL KOOTENAY

Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4
Phone: (250) 352-6665 or 1-800-268-7325
Fax: (250) 352-9300
E-mail: rdck@rdck.bc.ca

CONSULTING SERVICES AGREEMENT

File #: [File No.]
Project: [Project]
GL Code: [GL Code]

THIS AGREEMENT executed in duplicate and dated for reference the:

_____ day of _____, _____.
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY

(hereinafter called the "RDCK")
at the following address:
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

Telephone #: [Phone No.]

AND

[NAME - CAPITALIZED]

(hereinafter called the "Consultant")
at the following address:
[Mailing Address]
[City, Province POSTAL CODE]

Telephone #: [Phone No.]
WorkSafe BC Account#: [WorkSafe BC Account No.]
Email: [Email Address]

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE REGIONAL DISTRICT OF CENTRAL KOOTENAY AND THE CONSULTANT AGREE AS FOLLOWS:

- (a) **SERVICES:** The Consultant shall provide the services which are set out in the Consultant's proposal dated [Date] (the "Proposal") which forms part of this Agreement and as detailed in Schedule "A" of this Agreement (the "Services"). It is agreed that Services may also include any additional services authorized and agreed to by the Consultant and the RDCK by written agreement after the Agreement has commenced ("Additional Services").
- (b) **CHANGES TO SERVICES:** The RDCK and the Consultant acknowledge that it may be necessary to modify the Services, the Project schedule and/or the Budget in order to complete the Project. In the event that the RDCK or the Consultant wishes to make a change or changes to the Services, the Project schedule and/or the Budget it shall notify the other of the proposed change and reason(s) therefore. The party receiving the notification shall review and consider the proposal for change and shall as soon as is reasonably possible and no longer than within five (5) working days, advise in writing the party proposing the change whether it agrees to the change. Where the parties agree to the change, such agreement will form part of this Agreement and be formalized by means of a Scope Change Letter.

Any RDCK authorized services required of the Consultant beyond those Services set out in the Proposal shall be considered Additional Services. The Consultant shall be compensated for all Additional Services on an hourly or per diem basis, as agreed upon by the RDCK and the Consultant in writing by means of a Scope Change Letter prior to the Consultant performing the Additional Services.

- (c) **TERM:** Notwithstanding the date of execution of this Agreement the Consultant shall provide the Services described in Schedule A hereof commencing on [Start Date] (Start Date) and ending on [End Date] (End Date) (the "Term").
- (d) **LOCATION:** The location for delivery of the Services shall be [Enter Location].
- (e) **PAYMENT:** The total budget for the Services, as specified in the Proposal is \$[Contract Amount] **Choose GST Option** and on the terms set out in Schedule B. The budget for the Services is broken into tasks in the Proposal. The Consultant agrees to complete all of the tasks specified in the Proposal at a cost that will not exceed the budget amount for each task. The Consultant shall submit an invoice to the RDCK for payment, together with supporting documents, in respect of the hours worked and disbursements made on or before the last day of each month, for the RDCK's approval and due processing.
- (f) Schedules A and B are incorporated into, and form part of this Agreement.
- (g) The following terms and conditions are incorporated into, and form part of this Agreement.

THE CONSULTANT' OBLIGATIONS

1. The Consultant shall:
 - (a) Undertake all work and supply all materials necessary to perform the Services, unless stipulated otherwise in Schedule A.
 - (b) In performing the Services, at all times, act in the best interests of the Regional District of Central Kootenay (herein after called the "**RDCK**"). Also, the Consultant shall exercise that degree of professional care, skill and diligence required according to generally accepted professional engineering standards and by the *Engineers and Geoscientists Act of British Columbia*, current as of the date that the Services are rendered.
 - (c) Engage the services of staff, sub-consultants and sub-contractors who have the education, training, skill and experience necessary to perform the Services, and shall cause them to perform the Services on behalf of the Consultant.
 - (d) Employ only those sub-consultants and sub-contractors identified in the Proposal to supply the Services. The Consultant agrees that it has the responsibility for the coordination of all professional Services rendered to the RDCK by the Consultant or by its sub-consultants or sub-contractors on the Project. The Consultant may, with the written approval of the RDCK, such approval not to be unreasonably withheld, replace any of the identified project team members described in the Proposal with other professional staff possessing equivalent knowledge, ability and skills.
 - (e) Ensure that all personnel hired by the Consultant to perform the Services will be the employees of the Consultant and not to the RDCK with the Consultant being solely responsible for the arrangement of reliefs and substitutions pay supervision, discipline, employment insurance, workers compensation, leave and all other matters arising out of the relationship of employer and employee.
 - (f) Upon the request of the RDCK fully inform the RDCK of the work done by the Consultant in connection with the provision of the Services and permit the RDCK at all reasonable times to inspect, review and copy all works, productions, buildings, accounting records, findings, data, specifications, drawings, working papers, reports, documents and materials, whether complete or otherwise, that have been produced, received or acquired by the Consultant as a result of this Agreement.
 - (g) Comply with all applicable municipal, provincial and federal legislation and regulations.

- (h) At its own expense, obtain all permits and licenses necessary for the performance of the Services, and on request provide the RDCK with proof of having obtained such licenses or permits.
- (i) Promptly pay all persons employed by it.
- (j) Not assign this Agreement, not subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the RDCK.
- (k) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to the Services.
- (l) Not perform any service for any other person, firm or corporation which, in the reasonable opinion of the RDCK, may give rise to a conflict of interest.
- (m) Be an independent Consultant and not the servant, employee or agent of the RDCK. The Consultant and the RDCK acknowledge and agree that this Agreement does not create a partnership or joint venture between them.
- (n) Accept instructions from the RDCK, provided that the Consultant shall not be subject to the control of the RDCK in respect of the manner in which such instructions are carried out.
- (o) At its own expense, obtain Workers Compensation Board coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Work. Upon request, the Consultant shall provide the RDCK with proof of such compliance.
- (p) Be responsible for all fines, levies, penalties and assessments made or imposed under the *Worker's Compensation Act* and regulations relating in any way to the Services, and indemnify and save harmless fines, levies, penalties and assessments.
- (q) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money.
- (r) Establish and maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred.
- (s) Notwithstanding the provision of any insurance coverage by the RDCK, indemnify and save harmless the RDCK, its successor(s), assign(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 RDCK 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 errors, omissions or negligent acts of the Consultant or its subconsultant(s), subcontractor(s), servant(s), agent(s) or employee(s) under this Agreement, excepting 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 RDCK its other consultant(s), contractor(s), assign(s) and authorized representative(s) or any other persons.
- (t) Use due care that no person or property is injured and no rights infringed in the performance of the Services, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in providing the Services or in any other respect whatsoever.
- (u) At the Consultant's expense, establish and maintain in force, during the Term one or more policies of professional errors and omissions insurance in the amount of not less than \$1,000,000 and of third party liability insurance in the amount of not less than \$2,000,000. The third party liability policy shall name the RDCK as an additional insured.
- (v) Keep confidential for an unlimited period of time all communications, plans, specifications, reports or other information used in connection with the Project except:
 - i) those requiring disclosure by operation of law; and
 - ii) any disclosure authorized in writing by the RDCK.

CONSTRUCTION SUPERVISION

- (w) Inspect the site where the Services are to be performed (the “Site”) and become familiar with all conditions pertaining thereto prior to commencement of the Services.
- (x) Where materials and supplies are to be provided by the Consultant, use only the best quality available.
- (y) Where samples of materials or supplies are requested by the RDCK, submit them to the RDCK for the RDCK’s approval prior to their use.
- (z) Not cover up any works without the prior approval or consent of the RDCK and, if so required by the RDCK, uncover such works at the Consultant’s expense.
- (aa) Keep the Site free of accumulated waste material and rubbish caused by it or the Services and, on the completion of the Services, leave the Site in a safe, clean and sanitary condition.
- (bb) The Consultant will not have liability for damage however occurring during or subsequent to the construction of the Project designed by the Consultant where the scope of work does not include supervision by the Consultant during construction to ensure the work is performed in substantial compliance with the Consultant's conclusions, recommendations and designs, which supervision is sufficient to allow the Consultant to adjust the design to suit field conditions. Further, the RDCK agrees to indemnify and save harmless the Consultant from all claims, actions and demands of any kind where the Consultant is not liable for damage as a result of the absence of sufficient supervision by the Consultant as referred to in this clause, or in any other circumstance where the Consultant is not liable for damage occurring which is beyond the Consultant's care and control.
- (cc) At all times, treat as confidential all information and material supplied to or obtained by the Consultant or subconsultant as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK.

STANDARD OF CARE

- (dd) The RDCK recognizes that sub-surface conditions may vary from those encountered where samplings, borings, surveys or explorations are located by the Consultant and that the data, interpretations and recommendations of the Consultant are based solely on the information available to it.

UNDERGROUND UTILITIES

- (ee) The RDCK will provide the location of all underground utilities or obstructions to the Consultant who, in the execution of its work, will take reasonable precautions to avoid subterranean damage based on the location information provided by the RDCK.
- (ff) The Consultant shall contact “Call Before You Dig” (1-800-474-6886) prior to undertaking subterranean work and provide proof of contact to the RDCK.

SAFETY

- (gg) The Consultant shall be responsible for its activity and that of its employees on the job site. This shall not be construed to relieve the RDCK or any other contractor of their obligation to maintain a safe job site. Neither the presence of the Consultant nor of its employees, sub-consultants, sub-contractors and agents shall be understood to imply control of the operations of others, nor shall it be construed to be an acceptance of responsibility for job site safety.

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY'S OBLIGATIONS

2. The RDCK shall:
 - (a) Retain the Consultant to provide the Services as set out in this Agreement.
 - (b) Subject to the provisions of this Agreement, pay the Consultant, in full payment for the Services which in the opinion of the RDCK at the times set out is Schedule "B" of this Agreement (herein called "**Agreement Price**"), and the Consultant shall accept such payment as full payment for the Services.
 - i) Notwithstanding Subsection 2(b), not be under any obligation to advance to the Consultant more than 90% of the Agreement Price for Services rendered in accordance with Schedule "A" to the satisfaction of the RDCK. The 10% holdback shall be retained and paid back in accordance with the *Builder Lien Act*.
 - ii) providing that it is not in breach of any of its obligations under this Agreement, holdback from the Agreement Price in addition to the 10% holdback contemplated in Subsection 2(b)(i), sufficient monies to indemnify the RDCK completely against any lien or claim of lien arising in connection with the provision of the Services.
 - (c) Provide the Consultant with all reports, data, studies, plans, specifications, documents and information available to the RDCK and relevant to the Project. The Consultant shall be entitled to rely on the reports, data studies, plans, specifications, documents and other information provided by the RDCK.
 - (d) Provide access to any site or adjacent properties as required to complete the Project. The Consultant shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Consultant, or of his employees, sub-consultants, sub-contractors or agents.
 - (e) Give the Consultant reasonable notice of anything the RDCK considers likely to materially affect the provision of the Services.
 - (f) Examine all studies, reports, sketches, proposals and documents provided by the Consultant under this Agreement, and render decisions pertaining thereto within a reasonable time.

TERMINATION OF AGREEMENT

3. Should the Consultant neglect to complete the Services properly or fail to perform any of its obligations under this Agreement, the RDCK may notify the Consultant in writing that it is in default of its contractual obligations and instruct it to correct the default within fourteen (14) working days of receiving the notice. Failure to comply with the default request extends to the RDCK the option, without any other right or remedy, of suspending the Consultant's performance of the Services or immediately terminating this Agreement. The RDCK shall pay the Consultant for all Services performed and all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such suspension or termination.
4. Other than for reasons set forth in section 3 the RDCK may suspend or terminate this Agreement for any reason by giving thirty (30) calendar days' prior written notice to the Consultant. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out the Project. In such an event, the Consultant will be paid by the RDCK pursuant to this Agreement, for the completed tasks according to the Project schedule of tasks remaining unpaid as of the effective date of such suspension or termination.
5. Should the RDCK fail to perform any of its obligations under this Agreement, the Consultant may notify the RDCK in writing that it is in default of its contractual obligations and instruct it to correct the default within fourteen (14) working days of receiving the notice. Failure to comply with the default request extends to the Consultant the option, without limiting any other right or remedy the Consultant may have, of

immediately terminating this Agreement and requesting settlement for all Services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination.

6. Should the Consultant's Services be suspended by the RDCK at any time for more than thirty (30) calendar days in any calendar year through no fault of the Consultant, the Consultant shall have the right until such suspension is lifted by the RDCK, to terminate this Agreement upon giving seven (7) working days' written notice to the RDCK. In such an event, the Consultant will be paid by the RDCK pursuant to this Agreement, for the completed tasks as per the Schedule of Tasks that remain unpaid as of the effective date of such termination.

GENERAL TERMS

7. The RDCK shall be the sole judge of the work, material and the standards of workmanship in respect of both quality and quantity of the Services, and his decision on all questions in dispute with regard thereto, or as to the meaning and intentions of this Agreement, and as to the meaning or interpretation of the plans, drawings and specifications, shall be final, and no Services shall be deemed to have been performed as to entitle the Consultant to payment therefrom, until the RDCK is satisfied therewith.
8. The RDCK certifies that the Service purchased pursuant to this Agreement are for the use of and are being purchased by the RDCK and are therefore SUBJECT TO THE FEDERAL GOODS AND SERVICES TAX.
9. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
10. Time shall be of the essence of this Agreement.
11. Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.
12. This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
13. A waiver of any provision or breach by the Consultant of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.
14. A waiver under Section 13 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
15. Everything produced, received or acquired (the "**Material**") by the Consultant or subcontractor as a result of this Agreement, including any property provided by the RDCK to the Consultant or subconsultant, shall:
 - i) be the exclusive property of the RDCK; and
 - ii) be delivered by the Consultant to the RDCK immediately upon the RDCK giving notice of such request to the Consultant.
16. The copyright in the Material belongs to the RDCK.
17. The RDCK may, at its discretion, notify the Consultant that the terms, amounts and types of insurance required to be obtained by the Consultant hereunder be changed.
18. Where the Consultant is a corporation, it does hereby covenant that the signatory hereto has been duly authorized by the requisite proceedings to enter into and execute this Agreement on behalf of the Consultant.
19. Where the Consultant is a partnership, all partners are to execute this Agreement.
20. Sections 1 f), l), m), s), and 18 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.
21. The ideas, processes, or other information contained in the Consultant's Proposal is proprietary and, until the Consultant's Proposal is accepted, shall not be disclosed to any parties outside of the RDCK's staff or

be duplicated by any means or used in whole or in part for any purpose. Should the Consultant's Proposal be accepted, the RDCK shall have the right to duplicate, use or disclose the information contained therein.

22. Neither the RDCK nor the Consultant will be considered in default of this Agreement for non-performance due to strikes, labour disputes, riots, civil insurrection, mechanical breakdowns, war, floods, or acts of God or for other reasons beyond the reasonable control of the RDCK or the Consultant.
23. Unbudgeted disbursements incurred by the Consultant due to delays caused by weather conditions and/or poor site access shall be for the RDCK's account.
24. The parties shall make all reasonable efforts to resolve a dispute by amicable negotiations and agree to provide, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
25. All matters in dispute, which cannot be settled by the RDCK and the Consultant, may, with the concurrence of both the RDCK and the Consultant, be submitted to final and binding arbitration to a single arbitrator appointed jointly by them.
26. No person shall be nominated to act as arbitrator who is in any way financially interested in the Project or in the affairs of either the RDCK or the Consultant.
27. In the event that the RDCK and the Consultant cannot agree to an arbitrator, such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia.
28. If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion shall be severed and the decision that it is illegal or invalid does not affect the validity of this Agreement.
29. This Agreement constitutes the sole and entire Agreement between the RDCK and the Consultant relating to the Project and completely supersedes and abrogates any prior agreements existing between the RDCK and the Consultant, whether written or oral.
30. The headings in this Agreement are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.
31. Parts 2, 3 and 4 of the **Choose Document Type** of the RDCK dated [Enter Date] and the Contractor's **Choose Document Type** provided in response are hereby incorporated into and forms part of this Agreement.
32. Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed or delivered.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY	[NAME - CAPITALIZED]
Authorized Signatory	Signing Officer
Authorized Signatory	Position

SCHEDULE A SERVICES

SCHEDULE B: CONTRACT PAYMENT TERMS