

BUILDING INSPECTION AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2012.

BETWEEN:

THE COUNCIL OF XATS'ULL/SODA CREEK FIRST NATION
3405 Mountain House Road
Williams Lake, BC V2G 5L5

(hereinafter called the "Council")

OF THE FIRST PART

AND:

CARIBOO REGIONAL DISTRICT
Suite D, 180 North Third Avenue
Williams Lake, BC V2G 2A4

(hereinafter called the "Region")

OF THE SECOND PART

WHEREAS the Council wishes to obtain for the Soda Creek Indian Reserve No. 1 and 2, (hereinafter called the "Reserve"), the on-site building inspection services of the Region;

AND WHEREAS the Region has a Building Department with resources to carry out building inspections (hereinafter called the "Building Department");

AND WHEREAS the Region has agreed to provide specific services according to the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and mutual covenants and agreements herein contained, the parties hereto covenant and agree with each other as follows:

1. The Reserve consists of all property within the boundaries of the area known as the Soda Creek Indian Reserve No. 1 and 2 in the Province of British Columbia as shown outlined on Schedule 'A' attached to and forming part of this Agreement.
2. The Region shall provide the following services of its Building Department personnel:
 - 2.1 Field inspections and written reports of visible renovation work to existing housing located on the Reserve at stages determined by the Council, to determine compliance with specifications and/or drawings provided to the Region by the Council, and also conformance with the current BC Building Code. This does not include electrical wiring or gas piping installations or appliances.
 - 2.2 This will be a non-regulatory service, and the Council will determine what actions are appropriate to take after receiving inspection reports.
 - 2.3 The Council will make best efforts to bundle inspection requests so that numerous inspections may be completed during each trip by the Building Department personnel.
 - 2.4 A minimum of 72 hours advance notice is required for inspections, subject to Section 6 and 7 of this Agreement.
 - 2.5 The Region's union personnel duties under this Agreement will be in accordance with the collective agreement between the Cariboo Regional District and the British Columbia Government and Service Employees Union (BCGEU), as may be in effect from time to time.
 - 2.6 The Region will provide the inspection services in a competent and professional manner using personnel that are certified by the Building Officials Association of BC to the appropriate levels.
3. The Council hereby provides the Building Department personnel that may be involved with the inspection services with the necessary authority to attend the premises and carry out inspections when requested, and that the Building Department personnel will not need to seek any further authorization in this regard.
4. The Council shall pay to the Region for such services a fee(s) of \$200 for each inspection of each housing unit. The Region will invoice the Council periodically. The Council will ensure prompt payment of outstanding fees.
5. All payments made to the Region under this Agreement shall be accepted by it as full compensation for everything furnished and done by it under this Agreement.

6. The inability on the part of the Building Department to provide contracted services for reasons beyond its control shall not create any financial or legal liability on the part of the Region.
7. Notwithstanding Section 5 of this Agreement, and without limiting its generality, it is acknowledged by the parties hereto, that the Region must, at all times, meet its prime responsibility to the residents within the Building Inspection Service areas, and will consider such obligations a priority over requests received from the Council in the event incidents occur concurrently.
8. No party will be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control, including acts of God, fire, flood, explosion, strikes, lockouts, or other industrial disturbances, laws, rules and regulations or orders of any duly constituted governmental authority or non-availability of materials or transportation, each of which will be a force majeure event.
9. This Agreement will only be assignable with the prior written consent of both parties to the terms of such assignment.
10. Except as expressly provided in this Agreement, no amendment or waiver of it will be binding unless made in writing by the party to be bound by such amendment or waiver. No waiver of any provision or any portion of any provision, of this Agreement will constitute a waiver of any other part of the provision or any other provision of this Agreement or a continuing waiver unless otherwise expressly provided.
11. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
12. Council acknowledges and agrees that it has had the opportunity to seek and obtain independent legal advice prior executing this Agreement and that it has obtained such advice or determined that it does not require such advice.
13. The Council will release, indemnify and save harmless the Region and any related officer, official, employee, volunteer or agent thereof from any and all losses, damages, costs, liabilities, suits, claims or expenses whatsoever that the Region may sustain, incur, suffer or be put to by any reason of this Agreement unless the same results from the gross negligence of the Region or any related officer, official, employee, volunteer or agent. This covenant of indemnity will survive the expiration or termination of this Agreement.
14. The Council will add the Region as an additional insured to the Council's Liability Insurance Policy, and will maintain the policy with limits of insurance no less than five (5) million dollars during the term of this Agreement.
15. The Building Department and personnel of the Region shall remain under the sole control of the Region while carrying out services pursuant to this Agreement.
16. This Agreement will commence on November 1, 2012 and will terminate on October 31, 2015 unless terminated in accordance with Section 17.

17. This Agreement may be terminated by either party at any time by giving not less than SIXTY (60) DAYS notice in writing. In the event that the Agreement is terminated any fees due to the Region will be paid within 30 days of the last effective date of the Agreement.

18. Nothing contained or implied in the Agreement shall prejudice or affect the rights and powers of the Region in the exercise of its functions under any public or private statutes, bylaws, orders and regulations or in equity, all of which rights, powers and remedies may be fully exercised as if this Agreement had not been executed and delivered by Council.

19. This Agreement constitutes the entire Agreement between the Council and the Region and supersedes all previous expectations, understandings, communications, representations and agreements whether verbal or written between the Council and the Region with respect to the Building Inspection Agreement.

20. If any part of this Agreement is, or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

21. This Agreement may be executed by the parties in counterparts and may be executed and delivered by e-mail or fax and all such counterparts and e-mails and faxes together constitute one and the same Agreement.

22. Each of the Council and the Region agrees that they will not, either during the term of this Agreement or at any other time, disclose to any other person, firm or corporation any information concerning the business or affairs of the other party which they may have acquired during the course of this Agreement, whether for their own benefit or to the detriment or intended or probable detriment of the other party.

23. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and delivered by hand, facsimile transmission, e-mail or pre-paid registered mail (return receipt requested) to the party to which it is to be given as follows:

If to the Region:

The Cariboo Regional District
 180-D North Third Avenue
 Williams Lake, BC V2G 1X6
 Manager of Development Services
 Phone: 250-392-3351
 Fax: 250-392-2812
 E-mail:

If to the Council:

Xats'ull First Nation/Soda Creek Indian Band
 3405 Mountain House Road

Williams Lake, BC V2G 5L5
Dawn Armes, Finance Manager
Ph: 250.989-2323
Fax: 250.989-2300
E-mail:d.arnes@xatsull.com

24. This Agreement shall enure to the benefit of and is binding upon the council, its successors and assigns, and the Region, its successors and assigns.

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

CARIBOO REGIONAL DISTRICT
CHAIR

CARIBOO REGIONAL DISTRICT
CORPORATE OFFICER

CHIEF

COUNCILLOR