



AGREEMENT FOR SERVICES

Title: SCADA Monitoring and Maintenance Services

Reference No.: 2025-999-0043-03

AGREEMENT FOR SERVICES

THIS AGREEMENT dated for reference the ____ day of _____, 2025.

BETWEEN:

COLUMBIA SHUSWAP REGIONAL DISTRICT

555 Harbourfront Dr. NE
Salmon Arm, BC V1E 4P1

(the "**CSRD**")

AND:

TURN-KEY CONTROLS LTD.

2806 45 Avenue
Vernon, BC V1T 3N4

(the "**Contractor**")

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement have the meanings ascribed to them in section 1.1;
- B. The CSRD wishes to engage the Contractor to provide Services in connection with

SCADA Monitoring and Maintenance Services

- C. The Contractor is experienced and qualified to provide the Services contemplated by this Agreement; and
- D. The CSRD and the Contractor have agreed to enter into this Agreement to provide for the terms and conditions of such engagement.

THEREFORE, in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the CSRD and the Contractor agree as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these General Terms and Conditions:

- (a) "**Agreement**" means this Agreement and all appendices attached hereto;
- (b) "**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia;
- (c) "**Confidential Information**" means:
 - (i) any information, in whatever form (including written, oral or stored in any computer or other

electronic, magnetic or optical storage system), which is non-public, confidential or proprietary in nature, whether marked as such or not, obtained directly or indirectly from the CSRD and whether obtained by the Contractor before or after the date of this Agreement, including without limitation, corporate records and employee records;

- (ii) any information, in whatever form, designated by the CSRD in writing as confidential or proprietary or marked with words of like import when provided to the Contractor or any other Person;
- (iii) information orally conveyed to any director, officer, employee or other representative of the Contractor, if the CSRD states at the time of the oral conveyance or promptly thereafter that such information is confidential, and provides specific written confirmation thereof to the Contractor within ten (10) days of the oral conveyance; and
- (iv) all Work Product as defined in this Agreement, except as may be agreed in writing by the parties as falling outside the definition of Confidential Information or has been prepared specifically for the public domain;

but does not include information:

- (v) which was in the possession of the Contractor prior to disclosure by the CSRD;
 - (vi) which is already in the public domain or which subsequently becomes part of the public domain other than through disclosure by the Contractor;
 - (vii) which is independently developed or learned by the Contractor without use of any Confidential Information; and
 - (viii) which the Contractor receives from a third party who was free to make such disclosure without breach of any legal obligation, provided that provided that the Contractor can demonstrate to the satisfaction of the CSRD that such information falls within the scope of the exclusions set forth above;
- (d) "**CSRD**" means the Columbia Shuswap Regional District;
 - (e) "**Disbursements**" means the actual out-of-pocket costs and expenses as identified in the Appendix, which the Contractor incurs in providing the Services;
 - (f) "**Fees**" means the price set out in the Appendix for the provision of the Services, unless otherwise agreed by the parties in writing, and includes all taxes;
 - (g) "**Indemnitees**" means the CSRD and all of its elected and appointed officials, officers, employees, servants, representatives, and agents;
 - (h) "**Services**" means the services as described generally in the Appendix, including anything and everything required to be done for the fulfilment and completion of this Agreement;

- (i) **"Term"** has the meaning described in Section 3.1; and
- (j) **"Work Product"** means all reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes, figures, tables, data, calculations, logs, filed notes, working papers or finished copy documents or other such information of any kind prepared, produced or developed by the Contractor in connection with this Agreement.

1.2 Agreement

This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the following documents shall govern and take precedence in the following order:

- (a) this Agreement;
- (b) the Addenda; and
- (c) other terms, if any, that are agreed to by the parties in writing.

1.3 Appendices

The following attached Appendices are part of this Agreement:

- Appendix 1 – Scope of Services;
- Appendix 2 – Contractor's Pricing.

2.0 SERVICES

2.1 The Services

The Contractor covenants and agrees with the CSR D to provide the services as described generally in the Appendix, including anything and everything required to be done for the fulfilment and completion of this Agreement (the **"Services"**).

2.2 Changes to Services

The CSR D may from time to time, by written notice to the Contractor, make changes in the scope of the Services. The terms of this Agreement will apply to any change in the Services, and the Fees for the changed Services, and the time for the Contractor's performance, will generally correspond to the Fees and time of performance as described in the Appendix. The Contractor will not provide any additional Services in excess of the scope of Services requested in writing by the CSR D.

2.3 Standard of Care

The Contractor will perform the Services with that degree of care, skill and diligence as would reasonably be expected from a Contractor qualified and experienced to perform services similar to the scope, nature and complexity of the Services, and on the understanding that the CSR D is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources and relevant experience to provide the Services.

2.4 Fuel Reporting

The Contractor agrees that the CSR D, in meeting its requirements on greenhouse gas emissions reporting, may require the Contractor to provide the following information during the Term of the Agreement:

- (a) identification of what will use fuel (eg. description of vehicles and equipment) and respective fuel type used (gasoline, diesel, natural gas, propane, and bio-fuel blends);

- (b) total estimated fuel in volume used for each fuel type projected for each calendar year of service, and according to each phase of work if appropriate;
- (c) explanation of estimation method (eg. hours of equipment used and standard fuel use rate for equipment); and
- (d) description of how the Service Provider has tried to limit the amount of greenhouse gas emissions through lower fuel use or by using fuels with lower greenhouse gas emissions.

3.0 TERM

3.1 Commencement Date and Term

The Contractor shall provide the Services for the period commencing on April 1, 2025 and, subject to earlier termination, terminating on March 31, 2028 (the "**Term**").

3.2 Term may be Extended

The parties may extend the Term by mutual agreement. If the Term is extended, the provisions of this Agreement will remain in force except where amended in writing by the parties.

3.3 Time

The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Services within the performance or completion dates or time periods (the "Time Schedule") as set out in the Appendix, or as otherwise agreed to in writing by the CSRD and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the CSRD in writing and provide a revised Time Schedule. If the Contractor is delayed by an action or omission of the CSRD, then the Term will be extended for such reasonable time as agreed between the parties.

4.0 PERSONNEL

4.1 Qualified Personnel

The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Services.

4.2 Listed Personnel and Sub-Contractors

The Contractor will perform the Services using the personnel and sub-contractors as may be listed in the Appendix, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the CSRD.

4.3 Replacement of Personnel or Sub-Contractors

If the CSRD reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the CSRD, replace such personnel or sub-contractors.

4.4 Sub-Contractors and Assignment

Except as provided for in this Agreement, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the CSRD.

4.5 Agreements with Sub-Contractors

The Contractor will preserve and protect the rights of the CSRD with respect to any Services performed under sub-contract and incorporate the terms and conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the CSRD under this Agreement. The Contractor will be as fully responsible to the CSRD for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

5.0 LIMITED AUTHORITY

5.1 Agent of CSRD

The Contractor is not and this Agreement does not render the Contractor an agent or employee of the CSRD, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the CSRD, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to perform the Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Services.

5.2 Independent Contractor

The Contractor is at all times an independent Contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture between the parties. The CSRD will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. The Contractor will be solely liable for the wages, benefits, work schedules and work conditions of any partners, employees or sub-contractors.

6.0 FEES

6.1 Fees and Disbursements

Subject to section 6.2 the CSRD will pay to the Contractor the Fees and Disbursements in accordance with this Agreement. Payment by the CSRD of the Fees and Disbursements will be full payment for the Services and the Contractor will not be entitled to receive any additional payment without the prior written approval of the CSRD.

6.2 Costs included in Fees and Disbursements

For greater certainty, costs of general management, supervision, non-technical supporting services, general overhead, profit, financing, mobilization/demobilization, travel and all other items associated with the Services are deemed to be covered by the Fees and Disbursements and will not be subject to additional payment by the CSRD.

6.3 No increase in Fees and Disbursements without Written Agreement

No increases in Fees and Disbursements will be accepted by the CSRD without prior written acceptance by the CSRD.

6.4 Payment

Subject to any contrary provisions set out in this Agreement, the Contractor hereby acknowledges and agrees that:

- (a) the Contractor will submit a monthly invoice (the "**Invoice**") to the CSRD requesting payment of the portion of the Fees and the Disbursements relating to the Services provided in the previous preceding month and including the following information:

- (ii) an Invoice number;
 - (iii) the Contractor's name, address and telephone number;
 - (iv) the CSRD's reference number for the Services: to be provided on execution of a signed contract;
 - (v) the names, charge-out rates and number of hours worked in the previous month by all employees of the Contractor and any sub-contractor s that have performed Services during the previous month;
 - (vi) the cumulative total (as a percentage) of the Services completed up to and including the end of the previous month;
 - (vii) the total budget for the Services and the amount of the budget expended up to and including the date of the Invoice;
 - (viii) taxes (if any); and
 - (ix) grand total of the Invoice;
- (b) the Contractor will on request from the CSRD provide receipts and invoices for all Disbursements claimed;
 - (c) if the CSRD reasonably determines that any portion of an Invoice is not payable then the CSRD will so advise the Contractor;
 - (d) the CSRD will pay the portion of an Invoice which the CSRD determines is payable within 30 days of the receipt of the Invoice less any deductions for setoffs or holdbacks permitted by this Agreement;
 - (e) the CSRD may hold back from payments 10% of the amount the CSRD determines is payable to the Contractor as security for the Contractor's performance of the Services until such time as the CSRD gives final approval of completion of work;
 - (f) if the Contractor offers the CSRD a cash discount for early payment, then the CSRD may, at the CSRD's sole discretion, pay the portion of an Invoice which the CSRD determines is payable at any time after receipt of the Invoice;
 - (g) payments to the Contractor will be made through Electronic Funds Transfer (EFT), directly into the Contractor's bank account. The Contractor can obtain an EFT application form from the CSRD's website;
 - (h) all Invoices are to be submitted by the Contractor by e-mail to: finance@csrd.bc.ca
 - (i) the payment by the CSRD of any Invoice will not bind the CSRD with respect to any subsequent payment or final payment and will not mean that the CSRD has accepted the Services that are not in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement; and
 - (j) unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

6.5 Electronic Funds Transfers

Payments to the Contractor will be made through Electronic Funds Transfer (EFT), directly into the Contractor's bank account. The Contractor will be provided a Direct Deposit Payment Request Form with the Notice of Award. The completed form is to be submitted to finance@csrd.bc.ca.

6.6 Records

The Contractor will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Disbursements. On request from the CSRD, the Contractor will make the records available open to audit examination by the CSRD at any time during regular business hours during the Term and for a period of six years after the expiry or termination of this Agreement. This right to audit shall include sub-contractors to the Contractor. Without limiting Section 4.5, the Contractor shall ensure the CSRD has this right to audit with all sub-contractors.

6.7 Non-Residents

If the Contractor is a non-resident of Canada and does not provide to the CSRD a waiver of regulation letter, the CSRD will withhold and remit to the appropriate governmental authority the greater of:

- (a) 15% of each payment due to the Contractor; or
- (b) the amount required under applicable tax legislation.

7.0 CSRD RESPONSIBILITIES

7.1 CSRD Information

The CSRD will, in co-operation with the Contractor, make efforts to make available to the Contractor information and reports which the CSRD has in its files and records that relate to the Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the CSRD in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

7.2 CSRD Decisions

The CSRD will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.

7.3 Notice of Defect

If the CSRD observes or otherwise becomes aware of any fault or defect in the Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as imposing on the CSRD the obligation to ascertain or discover, through inspection or review, the Contractor's performance of the Services, or otherwise, any fault or defect in the Services.

8.0 INDEMNITY, LIMITATION OF LIABILITY, INSURANCE, DAMAGES AND LICENCING

8.1 Indemnity

The Contractor will indemnify and save harmless the CSRD and its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against all losses, claims, demands, damages, actions, causes of action, fines, penalties, liens, costs, liabilities, expenses and judgments (including all actual legal costs), (collectively, the "**Claims**"), arising from or related to the operations of the Contractor or any wrongful act, omission, negligence or default of the Contractor or its employees, agents or others for whom the Contractor is responsible, except to the extent that any such Claims arise solely from the negligence of the CSRD.

8.2 Survival of Indemnity

The indemnity described in section 8.1 will survive the expiration or termination of this Agreement and, notwithstanding such expiration or termination, will continue in full force and effect for the benefit of the Indemnitees.

8.3 Limitation of Contractor's Liability

The CSRD agrees that any and all Claims which the CSRD may have against the Contractor in respect of the Services, howsoever arising, whether in contract or tort, shall be absolutely limited to the amount of the insurance available at the date such claim is brought, including any deductible portion therein, provided that the Contractor has done nothing to prejudice or impair the availability of such insurance.

8.4 Contractor's Insurance Policies

The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the CSRD from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than three million (\$3,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability and broad form loss of use and personal injury, and the CSRD will be added as an additional insured;
- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than two million (\$2,000,000) dollars per occurrence for bodily injury, death and damage to property; and

8.5 Insurance Requirements

The Contractor will provide the CSRD with evidence of the required insurance under this Agreement prior to performing any Services. Such evidence will be in the form of a completed certificate of insurance acceptable to the CSRD. The Contractor will, on request from the CSRD, provide certified copies of all the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. The Contractor will ensure that all policies of insurance providing coverage required by this Agreement (except motor vehicle insurance) name the CSRD as an additional insured and are endorsed to provide the CSRD with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the CSRD has an insurable interest, the builder's risk policy will have the CSRD as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. The Contractor will ensure that all insurance policies required under this Agreement will be primary and not require the sharing of any loss by the CSRD or any insurer of the CSRD.

8.6 Contractor's Responsibilities

The Contractor acknowledges that any requirements by the CSRD as to the amount of coverage under any policy of insurance will not constitute a representation by the CSRD that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving

the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

8.7 Additional Insurance

The Contractor shall, at its own cost, obtain, provide and maintain such other insurance or amendments to the insurance policies required under this Agreement as the CSRD may reasonably require. Without limiting section 4.5, the Contractor will cause, in respect of any sub-contractor s providing Services under this Agreement, that such sub-contractor s at their own cost, obtain, provide and maintain any such additional or amended insurance policies.

8.8 Waiver of Subrogation

The Contractor hereby waives all rights of recourse against the CSRD for loss or damage to the Contractor's property.

8.9 Protection of Property

The Contractor shall protect the CSRD's property and adjacent properties from damage that may arise as the result of the Contractor's performance of the Services. Any CSRD property so damaged shall be repaired and restored by the Contractor at the Contractor's expense to at least the condition it was in prior to such damage.

8.10 WorkSafe BC And Occupational Health and Safety

The Contractor agrees that:

- (a) if required by the CSRD, it will, at its own expense, procure and carry full WorkSafe BC coverage for itself and all workers, employees, servants and others engaged in the provision of the Services;
- (b) the CSRD has the unfettered right to set off the amount of the unpaid premiums and assessments for the WorkSafe BC coverage against any monies owing by the CSRD to the Contractor and the CSRD will have the right to withhold payment under this Agreement until the WorkSafe BC premiums, assessments or penalties in respect of the Services have been paid in full;
- (c) if required by the CSRD, it will provide the CSRD with the Contractor's WorkSafe BC registration number and a letter from the WorkSafe BC confirming that the Contractor is registered in good standing;
- (d) without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by WorkSafe BC. This indemnity will survive expiration or termination of this Agreement;
- (e) it will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the Workers Compensation Act and Regulations pursuant thereto;
- (f) the CSRD may, on 24 hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person; however, in no case will the CSRD be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard; and

- (g) it will comply with all the WorkSafe BC Occupational Health and Safety Regulations for hazardous materials and substances, and in particular the "Workplace Hazardous Materials Information System (WHMIS)" Regulations.

9.0 TERMINATION

9.1 Termination by CSRD

The CSRD and the Contractor may terminate this agreement at any time by written agreement or the CSRD may:

- (a) by written notice to the Contractor, terminate this agreement with immediate effect or on a future date specified in the notice, for any reason whatsoever; and
- (b) if the Contractor fails to perform any of the Contractor's obligations under this Agreement, by written notice to the Contractor, require that the default be remedied within a reasonable time period specified in the notice and, if the Contractor fails to remedy the default within the specified time period (or such longer time period as the CSRD may agree), without limiting any other right or remedy the CSRD may have at law or in equity, terminate this Agreement with immediate effect by providing further written notice;

9.2 Termination by Contractor

If the CSRD fails to make payment to the Contractor in accordance with this Agreement, then the Contractor may, without limiting any other right or remedy the Contractor may have at law or in equity, by providing written notice to the CSRD, require that such default be corrected within a reasonable time period specified in the notice and, if the CSRD fails to make payment within the specified time period (or such longer time period as the Contractor may agree), terminate this Agreement with immediate effect by providing further written notice. If the Contractor terminates the Agreement under this section 9.2, the Contractor shall be paid forthwith by the CSRD for all Services performed pursuant to this Agreement and remaining unpaid as of the effective date of such termination. In the event of any other default by the CSRD, the Contractor shall only have the right to claim for damages, but not the right to terminate the Agreement.

9.3 Limitation of CSRD's Liability

The Contractor agrees that notwithstanding anything herein, whether express or implied, the CSRD shall not be liable to the Contractor for any loss or damage of any nature whatsoever flowing from early termination of this Agreement, including without limitation any special, incidental, direct, indirect or consequential damages arising out of such early termination save and except for the payment of such Services as may have been performed in accordance with this Agreement up to the effective date of termination.

9.4 Curing Defaults

If the Contractor is in default of any of its obligations under this Agreement, then the CSRD may notify the Contractor and, without terminating this Agreement, upon five days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Agreement will be interpreted or construed to mean that the CSRD has any duty or obligation to remedy any default of the Contractor.

9.5 Death or Incapacity

If the Contractor is an individual and dies or becomes incapacitated before completing the Services under this Agreement, this Agreement will automatically terminate as of the date of such death or incapacity, and payment will be made by the CSRD in accordance with this

Agreement for the Services performed and Disbursements incurred and remaining unpaid as of the effective date of such termination.

10.0 COMPLIANCE WITH LAWS AND JURISDICTION

10.1 Governing Laws

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The CSRD and the Contractor accept the jurisdiction of the courts of British Columbia and agree that, subject to 12.1 of this Agreement, any action under this Agreement be brought in such courts. The CSRD and the Contractor further agree that any reference to any statute, regulation or bylaw refers to that enactment as it may be amended or replaced from time to time.

10.2 Compliance with Applicable Laws

The Contractor will provide the Services in full compliance with all applicable federal, provincial and municipal enactments and regulations.

10.3 Interpretation of Enactments

The Contractor will, as a qualified and experienced Contractor of the Services, interpret enactments and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the CSRD will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

11.0 CONFIDENTIALITY, DISCLOSURE OF INFORMATION AND WORK PRODUCT

11.1 No Disclosure

Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any Confidential Information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Services and this Agreement, and will not, without the prior express written consent of the CSRD, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to provide the Services or comply with law.

11.2 Freedom of Information and Protection of Privacy Act

The Contractor acknowledges that the CSRD is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the CSRD required by law.

11.3 Return of Property

The Contractor agrees to return to the CSRD all of the CSRD's property upon the expiry or termination of this Agreement, including any and all copies or originals of reports provided by the CSRD.

11.4 Use of Work Product

The Contractor hereby irrevocably sells, assigns and transfers to the CSRD the right, title and interest worldwide in and to all Work Product.

12.0 DISPUTE RESOLUTION

12.1 Dispute Resolution Procedures

The parties will make reasonable efforts to resolve any dispute arising out of or in connection with this Agreement, or in respect of any legal relationship associated therewith or derived therefrom ("**Dispute**") by amicable negotiations and by providing frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiation, failing which, the Dispute shall be referred to and finally resolved by arbitration administered by the Vancouver International Arbitration Centre pursuant to its applicable Rules. The place of arbitration shall be Salmon Arm, British Columbia, Canada, unless the parties mutually agree to another place of arbitration.

13.0 REGIONAL DISTRICT POWERS

13.1 Powers Preserved

Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Board of the CSRD in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

13.2 No financial commitments beyond current fiscal year

The Contractor recognizes and agrees that the CSRD cannot make financial commitments beyond the CSRD's current fiscal year. The CSRD will annually make good faith requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If CSRD Board does not appropriate funds, or appropriates insufficient funds, the CSRD will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the CSRD, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

14.0 CONFLICT OF INTEREST

14.1 No Conflict of Interest

The Contractor represents and warrants to the CSRD that the Contractor does not have an interest, directly or indirectly either individually or in conjunction with another entity in any firm, association, syndicate, company, corporation or other business enterprise which could benefit or otherwise be affected by any decision likely to be made by the CSRD in reliance on or as a result of the Services provided by the Contractor under this Agreement. The Contractor will comply with the CSRD's conflict of interest and standards of business conduct procedures notwithstanding the Contractor is an independent contractor and not an employee of the CSRD.

14.2 No Conflict with Other Relationships

The Contractor will not, during the Term, and any extension of the Term, perform a service for or provide advice to any person, firm or corporation, if in the reasonable opinion of the CSRD, such performance will give rise to a conflict of interest between the Contractor and the CSRD, and the Contractor will take all steps to ensure the avoidance of all direct or indirect conflicts of interest (either actual or potential) between the interests of the Contractor and its directors, officers, servants, agents and employees, and those of the CSRD.

14.3 Disclosure of Conflict of Interest

The Contractor will immediately disclose all conflicts of interest and potential conflicts of interest to the CSRD as soon as any real or perceived conflict of interest arises.

14.4 Good Faith

The Contractor will discharge the Contractor's obligations to the CSRD in all dealings and transactions relating to the Services in the utmost good faith.

15.0 GENERAL

15.1 Entire Agreement

This Agreement, including the Appendices and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Services. In the event that the Contractor issues an Invoice, packing slip, sales receipt, or any like document to the CSRD, the CSRD accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the CSRD.

15.2 Amendment

This Agreement may be amended only by agreement in writing, signed by both parties.

15.3 Merger and Survival

The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the performance of the Services and payment of the Fees and Disbursements.

15.4 Unenforceability

If any provision of this Agreement is invalid or unenforceable, it will be severed from the Agreement and will not affect the enforceability or validity of the remaining provisions of the Agreement.

15.5 Right of Set Off

In addition to any other set-off provisions in this Agreement, the CSRD will be entitled to set off against a reasonable amount due or owing to the Contractor by the CSRD and for which the CSRD is liable by virtue of the Contractor's failure to comply with any statutory or regulatory requirement, duty or obligation arising out of the Services under this Agreement, an amount sufficient to indemnify the CSRD against costs to remedy the Contractor's default and against costs of third party claims that arise in connection with the Services. The CSRD will also have the right to withhold any payment which relates to that portion of the Services which have not been provided by the Contractor in accordance with the terms of the Agreement. When the CSRD is satisfied that the Services have been performed in accordance with the terms and conditions of this Agreement, the CSRD will cause to be paid to the Contractor, any amount then held back by the CSRD.

15.6 Cumulative Remedies

The CSRD's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available to the CSRD at law or in equity.

15.7 Independent Legal Advice

The Contractor confirms it has sought and obtained independent legal advice, or has elected to not seek and obtain independent advice, in entering into this Agreement.

15.8 Time is of the Essence

Time shall be of the essence of this Agreement.

15.9 Notices

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

- (a) If to the CSRD:

CSRD
Environmental and Utility Services
555 Harbourfront Dr. NE, Salmon Arm BC V1E 4P1
E-mail: EnvironmentalUtilityServices@csrd.bc.ca

- (b) If to the Contractor:

TURN-KEY CONTROLS LTD.
Address: 2806 45 Avenue, Vernon, BC V1T 3N4
E-mail: doug@turn-key.ca

or at such other address as the party to whom the notice is sent may specify by notice given in accordance with the provisions of this section. Any such notice, request, demand or other communication given as aforesaid will be deemed to have been given, in the case of delivery by hand, when delivered, in the case of e-mail, when a legible e-mail is received by the recipient if received before 4:00 p.m. on a Business Day, or on the next Business Day if such e-mail is received on a day which is not a Business Day or after 4:00 p.m. on a Business Day, and in the case of delivery by prepaid registered mail, as aforesaid, on the fifth Business Day after the date of posting provided that in the event of a postal strike notice by prepaid registered mail shall be deemed to be received on the fifth Business Day after the date on which regular postal service resumes. In the event of discontinuance of postal service due to strike, lockout, labour disturbance or otherwise, notice, demands, requests and other communications will be delivered by hand or e-mail.

15.10 Headings

The headings in this Agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.

15.11 Assignment

This Agreement may not be assigned in whole or in part by the Contractor without the prior written consent of the CSRD.

15.12 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neutral is used throughout this Agreement the same will be construed as meaning the singular, plural, masculine, feminine, neutral or body corporate where the context so requires.

15.13 Waiver

Any failure of the CSRD at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the CSRD's right at any time to avail itself of any remedies as the CSRD may have for any breach of the terms and conditions.

15.14 Further Assurances

Each party will execute and deliver promptly all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions of this Agreement.

15.15 Counterparts

This Agreement may be executed in one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file by email or as a hard copy.

15.16 Enurement

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the CSRD and the Contractor.

IN WITNESS WHEREOF the parties have caused this agreement to be executed as of the date first written above by their respective and duly authorized representative.

COLUMBIA SHUSWAP REGIONAL DISTRICT

Signature

Print Name and Title

Signature

Print Name and Title

CONTRACTOR

Signature

Print Name and Title

Signature

Print Name and Title

APPENDIX 1 – SCOPE OF SERVICES

GENERAL

The Contractor will provide SCADA Monitoring and Maintenance Services to the following CSRD water systems:

- Anglemont
- Cedar Heights
- Cottonwood
- Eagle Bay Estates
- Falkland
- Galena Shores
- MacArthur Heights/Reedman Heights
- Saratoga
- Scotch Creek
- Sorrento
- Sunnybrae

DUTIES AND RESPONSIBILITIES

The Contractor will provide the following works which will include but not be limited to the following:

- The design, manufacturing, wiring and installation of SCADA controls and PCL;
- The design, implementation and troubleshooting of SCADA systems;
- The design, installation and maintenance of radio communication;
- The design, installation and maintenance of solar power systems;
- The maintenance and troubleshooting of ultraviolet reactors;
- The installation, maintenance and troubleshooting of general electrical infrastructure;
- The supply, installation, commissioning and troubleshooting of instrumentation;
- The supply, installation, commissioning and troubleshooting of VFD/soft start devices;
- The completion and submission of electrical operating permits for requires site;
- Providing remote SCADA support via internet connection.

REPORTING

The Contractor will submit a monthly report with a breakdown of Services carried out at each water system.

At each visit, the Contractor will ensure it records appropriate and pertinent entries in the logbook located at each water system.

TOOLS AND TEST EQUIPMENT

The Contractor will be responsible to provide all necessary computers, laptops, network connectivity, software licences, tools, shop equipment, field and bench test equipment and other tools and equipment necessary for the performance of the Services.

EMERGENCY CALL-OUT

The Contractor will provide 24/7 coverage when required to minimize water system disruptions and to maximize water quality at all times.

The Contractor will provide a single contact emergency phone number that is monitored 24/7. The Contractor will respond to emergency services requests within one hour of being notified by the CSRD and be available on site as required within two hours of notification. The Galena Shores Water System will require a comparable emergency response time, with consideration given for travel time.

CERTIFICATION

The Contractor will ensure its employees maintain the electrical and instrumentation certifications required to perform the SCADA monitoring and maintenance services, including electrical maintenance and installation works. The Contractor will be responsible for all costs of certification, training and upgrading to maintain compliance with this requirement.

WATER SYSTEM OPERATORS

The Contractor and its employees will exercise good public relations in carrying out the obligations under this Agreement. The Contractor will ensure its employees are well aware of the responsibilities in this regard at all times.

The Contractor's employee(s) will represent the Contractor in its absence and direction given to these individuals will be held to be given to the Contractor.

All Regional District water systems are non-smoking facilities. There is no smoking permitted at any time on the water system properties. The Contractor will advise other site workers and visitors of the no smoking policy.

The Regional District reserves the right to initiate a Criminal Record Search on the Contractor and all workers employed by the Contractor to perform the duties set out herein.

REGIONAL DISTRICT'S RIGHT TO DO WORK

The CSRD reserves the right to enter any water system properties at any time to conduct inspections, studies or any other work.

The CSRD reserves the right to engage other contractors to carry out works at CSRD water systems relating to the waterworks function.

ACCESS TO WATER SYSTEM FACILITIES

Public access to any water system facility is prohibited except where the expressed permission is received from the CSRD.

The CSRD will issue keys and door codes to the Contractor for access to water system facilities (gates, reservoirs, pump houses, etc.).

The Contractor, or any of their employees, will not under any circumstances issue keys for copying or door codes for unsupervised access without the expressed authorization from CSRD. Any breach of this clause will be construed as breach of this Agreement and will result in the immediate termination of this Agreement.

Appendix 2 – Pricing

The Pricing is to be a fixed cost for year one of the Term. Year two and three and any optional extension years offered will be adjusted on the anniversary date of the contract by an amount equal to the percentage change in the consumer price index (CPI) for British Columbia during the preceding twelve months, as per Statistics Canada's Table 18-10-0005-01 Consumer Price Index, annual average, not seasonally adjusted. CPI increase will be at a maximum allowable increase not to exceed the average change over the past 4 years (48 months). In a year where the CPI increase is negative there will be no adjustment to the rates.

All prices shown are inclusive of all works, personnel costs, charges, etc. and exclusive of federal and provincial taxes.

SCADA MONITORING AND MAINTENANCE	HOURLY RATE
	April 1, 2025 to Dec 31, 2025
Shop Labour Services	\$103.00
Controls/Systems Integration/ Field Service/Remote Assistance	\$165.00
Electrical Design Services	\$165.00
Professional Engineering Services	\$230.00
Mileage	\$.95/km

Standard overtime multipliers apply as per the British Columbia Labour Code.