



Agreement Date: ◆

PO No. ◆

Between:

**SURREY POLICE SERVICE**

13450 104<sup>th</sup> Avenue, Surrey, BC V3T 1V8  
("SPS")

Representative: Richard Kwai, Procurement &  
Asset Manager  
Phone: 604-679-4931  
Email:  
[richard.kwai@surreypolice.ca](mailto:richard.kwai@surreypolice.ca)

Email for Invoices: [finance@surreypolice.ca](mailto:finance@surreypolice.ca)

and

◆  
◆  
(the "Contractor")

Representative: ◆  
Phone: ◆  
Email: ◆

Canadian Resident for income tax purposes? (*check one*)

No  Yes If yes, CRA Business No.: ◆

GST Registration No.: ◆ RT 0001

WorkSafeBC No.: ◆

Bus. Licence No. (incl. jurisdiction): ◆

### 1. PERFORMANCE OF SERVICES

1.1 **Engagement.** SPS hereby retains the Contractor, and the Contractor hereby agrees, to perform the services described in Schedule A (*Services*) and any incidental duties and requirements reasonably inferred from those services and any additional work reasonably required to be done for the fulfillment and completion of this Agreement (collectively, the "**Services**") during the term set out Schedule C (*Additional Terms and Conditions*) (the "**Term**") in accordance with the terms and conditions of this agreement, and all appendices, attachments and schedules, and including any amendments thereto (the "**Agreement**"). Except as otherwise provided in this Agreement, the Contractor must provide all equipment, supplies and facilities necessary to perform the Services.

1.2 **Time and Schedule.** Time is of the essence of this Agreement. The Contractor will perform the Services within the timelines and by the due dates set out in Schedule A (*Services*); provided that where there are no specified timelines or dates, the Contractor will provide the Services with due expediency as determined by SPS, acting reasonably.

#### 1.3 Expertise and Standard of Care.

(a) The Contractor will perform the Services in a competent, diligent and efficient manner to the full satisfaction of SPS. In no way limiting the generality of the foregoing, where no standard is expressed in this Agreement, the Contractor will ensure the Services meet or exceed the best professional and commercial standards, practices, methods and procedures applied to the same or similar work and will exercise that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced contractor engaged in similar work in the same or similar circumstances.

(b) The Contractor warrants and represents the Contractor, and any persons performing any part of the Services, have the skills, qualifications, expertise and experience necessary to perform the Services in a competent, first class and professional manner and will provide the Services with the standard of care, skill and diligence normally provided by an experienced, reputable and professional contractor performing similar services. The Contractor will be responsible for the quality, accuracy, timely completion and coordination of all services performed by or on behalf of the Contractor.

- 1.4 **Inspection.** SPS shall be entitled to inspect the Services, and any goods used in, or forming part of, Services (the “Goods”) upon completion or at any reasonable time during the performance of the Services. No inspection, testing or acceptance by SPS relieves the Contractor from strict compliance with this Agreement, and will not constitute a waiver of any rights SPS may have under this Agreement or at law.
- 1.5 **Warranties.** In addition to any other warranties or representations forming part of this Agreement, the Contractor represents and warrants:
- (a) to act with integrity and use the highest ethical standards, and not to, directly or indirectly, compromise the reputation or image of SPS;
  - (b) the Goods will conform to the specifications, and to the drawings, samples or other descriptions provided by the Contractor, and as otherwise as set out in this Agreement;
  - (c) the Goods are fit for their particular purpose and intended use as made known by SPS to the Contractor or reasonably inferable;
  - (d) the Goods and the Services will be of first-class quality and free of any defect for the duration of the warranty period(s) set out in Schedule C (*Additional Terms and Conditions*);
  - (e) the Goods will be delivered free and clear of any liens, charges, encumbrances and adverse claims;
  - (f) in addition to any other Contractor warranties, the Goods are covered by full manufacturers’ warranties; and
  - (g) the Goods do not infringe on any domestic or foreign patent, copyright, trademark or process of manufacture.
- 1.6 **Non-Conformance.** If, during the Warranty Period, SPS discovers a defect or deficiency or other failure to conform to this Agreement, SPS shall promptly notify the Contractor. The Contractor shall, at its own cost, promptly remedy the non-conformance to the satisfaction of SPS. The Contractor shall reimburse SPS for all reasonable costs incurred by SPS in relation to a non-conformance.
- 1.7 **Additional Warranties.** The warranties set forth in this Agreement are in addition to any other warranties or guarantees of any kind, whether statutory or implied, including any implied warranty of merchantability or fitness for a particular purpose, and any additional warranty offered by the Contractor or a manufacturer, which will be assigned by the Contractor to SPS.

## 2. USE OF EMPLOYEES AND SUBCONTRACTORS

- 2.1 **Personnel and Contractors.** The Contractor will perform the Services using only the services of the Contractor and its employees, and/or any subcontractors identified in Schedule A (*Services*), if any, or approved in writing in advance by SPS. The Contractor will not replace or remove any key personnel or subcontractors from the Services without the prior written approval of SPS. If SPS reasonably objects to the performance, qualifications, experience or suitability of any person performing the Services, then, upon receipt of a written request from SPS, the Contractor will replace such persons.
- 2.2 **Effect of Subcontracting.** Despite SPS’s consent to subcontracting, the Contractor will not be relieved from its obligations and responsibility under this Agreement. The Contractor is responsible for its subcontractors in the same manner and to the same effect as if the whole of the Services were performed solely by the Contractor and its own personnel and the Contractor shall ensure each subcontractor carries out the obligations of the Contractor under this Agreement as though “Contractor” were read as “Subcontractor”.
- 2.3 **Use of Foreign Workers.** If any portion of the Services is performed in Canada by persons who are foreign nationals (non-Canadians or individuals who are not permanent residents of Canada), the Contractor shall:
- (a) comply with applicable Canadian immigration laws, including paying wages that comply with Canadian Laws;
  - (b) provide SPS with complete and accurate information reasonably required by SPS to enable SPS to comply with Canadian immigration laws, including the name, passport number, date of birth, gender, country of birth, country of residence and citizenship of each person;

- (c) keep accurate and complete payroll records for each person; and
- (d) be responsible for all immigration permits required to perform the Services.

### 3. COMPLIANCE

3.1 **Compliance.** The Contractor covenants, as a material term of this Agreement, to comply, at its own expense, with all codes, statutes, by-laws, regulations or other laws in force in British Columbia during the Term and, for the purposes of privacy protection, despite any conflicting provision of the law of any jurisdiction outside of Canada. The Contractor will obtain and maintain any permits, licenses or other authorizations necessary for or related to the Services. The Contractor will further comply with policies, procedures and instructions, if any, provided by SPS.

3.2 **Police Security Requirements.** It is a material term of this Agreement that the Contractor, and any personnel and subcontractors performing the Services, comply with SPS security policies and requirements, including with respect to security measures, security and background screenings and clearances, access restrictions, identification and escorting requirements, and health and safety measures. The Contractor will immediately remove any personnel or subcontractors who do not meet, maintain or comply with any such policies or requirements.

### 3.3 On-Site Work

(a) For any Services performed on-site at police, SPS or City facilities, the Contractor will obey the rules, regulations and other requirements of the police or SPS, as occupier of the premises, or the City, as owner of the premises. The Contractor will immediately remove and replace any personnel or subcontractors who do not meet, maintain or comply with any such requirements upon request from SPS. Compliance by the Contractor does not relieve the Contractor from its sole responsibility and liability to perform the Services and complete this Agreement without causing injury or damage and to perform the Services in a safe manner.

(b) The Contractor is, at all times, responsible for the acts and omissions of its personnel and subcontractors while on site and shall take all necessary measures to prevent injury and loss to persons or property on site. The Contractor shall immediately notify the SPS Representative of any incident on-site, and, if requested to do so by SPS or the City, promptly repair to the specifications of SPS and the City, any damage caused by the Contractor, its personnel or its subcontractors. The Contractor will be liable for the full cost of repair, whether undertaken by the Contractor as requested, or undertaken by SPS or the City.

(c) The Contractor shall only be entitled to access those facilities necessary to perform the Services.

(d) The Contractor is solely responsible for any equipment, tools, materials, supplies, and other property brought on-site by the Contractor, its personnel or its subcontractors. SPS shall have no liability for the loss, theft, disappearance of, or damage to such property whatsoever.

### 3.4 Safety and WorkSafeBC Requirements.

(a) The Contractor must, throughout the Term (i) if an employer, be registered and in good standing with the Workers' Compensation Board (WorkSafeBC), (ii) ensure persons providing the Services are covered by the *Workers' Compensation Act*; and (iii) upon request, provide a statement from WorkSafeBC demonstrating evidence of compliance with this provision. SPS may withhold payments under this Agreement until any WorkSafeBC premiums, assessments or penalties against the Contractor and related to, or affecting the Services or this Agreement, have been paid in full.

(b) The Contractor is responsible for ensuring the safety of persons providing, or affected by the provision of, the Services.

- (c) To the extent a “prime contractor” (as defined in the *Workers Compensation Act*) is not already designated by SPS or the City of Surrey (as the owner of any premises) for any portion of the premises where the Services are being performed, the Contractor shall be and act as the prime contractor and assumes and is wholly responsible for the health and safety of all persons at such premises on the basis described in applicable laws.

3.5 **Freedom of Information and Protection of Privacy Act (“FOIPPA”).** The Contractor acknowledges SPS is subject to FOIPPA and this Agreement and any records created or provided by the Contractor under this Agreement may be subject to public disclosure. The Contractor agrees to any disclosure of information by SPS as required by law.

#### 4. INVOICING AND PAYMENT

4.1 **Payment of Fees and Expenses.** Subject to verification of their validity, SPS will pay to the Contractor in Canadian funds, within thirty (30) days of receipt of invoice, subject to any holdbacks:

- (a) the fees for providing the Services, calculated and payable as set out in Schedule B (*Fees and Expenses*) (the “**Fees**”), less any applicable holdbacks; and
- (b) reimbursable expenses, if any, as set out in Schedule B (*Fees and Expenses*) and any other actual out of pocket costs and expenses, without mark-up, approved by SPS in advance (the “**Expenses**”).

Each invoice shall set out the Fees, Expenses and other details in accordance with Schedule B (*Fees and Expenses*). SPS may withhold payment of any disputed amounts until the dispute is resolved.

#### 4.2 **Holdbacks and Discounts.**

- (a) SPS may hold back from each payment 10% of the amount of each invoice until SPS, in its sole discretion, determines the Services have been fully completed and all required deliverables have been submitted in final form.
- (b) SPS may withhold payment of any disputed amounts until the dispute is resolved.
- (c) If SPS determine any portion of the Services has not been completed satisfactorily, SPS may require the Contractor to correct such Services to SPS’s satisfaction prior to SPS making any payment on account of those Services.
- (d) SPS may hold back from any payment the cost of correcting any portion of the Services which has not been completely satisfactorily as reasonably determined by SPS until the Contractor has remedied such work to the satisfaction of SPS.
- (e) If the Contractor offer SPS a cash discount for early payment, SPS may deduct that discount from the invoice amount at the time of payment.
- (f) As required by and in accordance with the *Income Tax Act* (Canada), if the Contractor is a non-resident of Canada for income tax purposes, SPS will withhold the prescribed amount of tax from each payment for services performed in Canada and remit this amount to Canada Revenue Agency.

4.3 **No Other Compensation.** Payment of the Fees and Expenses will be full payment for the Services and the Contractor is not entitled to receive or claim any additional amounts. No payment will be made in respect of costs incurred or time expended by the Contractor to remedy errors or omissions of the Contractor, or to re-perform the Services to the full satisfaction of SPS.

4.4 **Non-Waiver** – Payments made to the Contractor on account of the Services shall not be construed as a waiver of any right of claim SPS may have against the Contractor arising out of the Contractor’s failure to perform the Services in accordance with this Agreement.

4.5 **Inspection and Audit.** The Contractor will preserve all books, payrolls, accounts and other records with respect to any services, time and expenses which SPS is or has been required to pay, either directly or indirectly, as a result of performance of the Services and will make the same available for inspection and audit by SPS and its representatives during the Term and for six years thereafter. Any error in a claim for payment or the amount of a payment disclosed on audit will be adjusted between the parties.

4.6 **Advance Payment Prohibited.** Except as set out in Schedule B (*Fees and Expenses*), SPS does not accept requests for down payment or partial pre-payment.

## 5. **INSURANCE AND INDEMNITY**

### 5.1 **Insurance Requirements.**

(a) The Contractor will obtain, and maintain during the Term, from insurers licensed to conduct business in Canada, the insurance coverages set out in Schedule C (*Additional Terms and Conditions*) and will provide SPS with evidence of coverage in the form satisfactory to SPS prior to the commencement of the Services and thereafter upon request.

(b) The Contractor shall be responsible for the full amount of all deductibles. Each policy of insurance shall contain a provision requiring the insurer to give SPS at least thirty (30) days written notice of cancellation. The Contractor will give SPS notice of any reduction or material change in coverage at the time the Contractor has been advised by its insurer or, if such changes have been initiated by the Contractor, at the time the Contractor has requested such changes of its insurer. This notice shall be provided at the time the Contractor has advised its insurer of a claim such that the amount of the reserve reduces the amount of available coverage to meet a later claim.

5.2 **No Release.** The Contractor's obligation to maintain insurance pursuant to this Agreement in no way limits the Contractor's liability and shall not be deemed to be a waiver by SPS to seek indemnification from the Contractor. The Contractor shall be liable for all damages in accordance with this Agreement regardless of whether such damages are excluded by or in excess of the limits of all insurance policies maintained by the Contractor. If an insurer fails or refuses to pay any claims, the Contractor will not be released from its responsibilities and liabilities under this Agreement.

5.3 **Waiver of Subrogation.** The Contractor hereby waives all rights of recourse against SPS for loss or damage to the Contractor's property.

5.4 **Liability and Indemnity.** Despite any insurance coverage maintained by SPS, Surrey Police Board or the City of Surrey, the Contractor hereby indemnifies and saves harmless SPS, Surrey Police Board, the City of Surrey, and their respective elected and appointed officials, their directors, officers, and employees (the "Indemnitees"), from and against all claims, loss, damages, demands, complaints, actions, suits, liabilities, proceedings, penalties and/or costs (including actual legal fees and disbursements), arising from or caused by any breach of contract, errors, omissions or negligent acts or omissions of the Contractor, its directors, officers, employees, agents and/or contractors or subcontractors in relation to this Agreement including breach of applicable laws, except to the extent caused by the negligent acts or omissions of the Indemnitees.

5.5 **Limitation of Liability.** In consideration of the warranties and representations made by the Contractor as to its experience, skills, qualifications and expertise (both of the Contractor and of its employees and subcontractors) to perform the Services and which were relied on by SPS to enter into this Agreement with the Contractor, the Contractor will not be released from responsibility and liability arising under this Agreement or be entitled to any reduction in, or cap on, liability. It is the sole responsibility of the Contractor to conduct its business in a prudent manner, including through the implementation of personnel, performance and risk management measures and the purchase of appropriate insurance coverages and policy limits. Nothing herein, including the minimum insurance policy limits required hereunder, shall be construed as limiting the amounts for which the Contractor may be legally liable. If for any reason, the liability of the Contractor is or becomes limited in any way, in no event will such limitation of liability apply to insurable claims, third party claims, claims for copyright, trademark or patent

infringement, breach of confidentiality or protection of privacy obligations, libel or slander claims, claims based on fraud committed by the Contractor or for wilful misconduct.

## **6. DEFAULT AND TERMINATION**

**6.1 Curing Defaults.** If the Contractor is in default of any of its obligations under this Agreement, SPS may, but is under no obligation to do so, upon five (5) days' written notice to the Contractor, remedy the default at the Contractor's cost and expense.

**6.2 Early Termination.** Prior to completion of the Services, SPS may terminate this Agreement:

- (a) upon sixty (60) days' written notice to the Contractor; or
- (b) pursuant to section 10.17 (*Non-Appropriation*); or
- (c) by written notice to take effect immediately upon receipt if:
  - (1) the Contractor breaches any of its obligations under this Agreement and such breach has not been remedied to the reasonable satisfaction of SPS within five (5) days after delivery of written notice from SPS to the Contractor of such breach; or
  - (2) the Contractor becomes insolvent, bankrupt or has a receiver appointed or makes any proposal under the *Bankruptcy and Insolvency Act* (Canada); or
  - (3) the Contractor, for any reason, becomes incapable of providing the Services; or
  - (4) the Contractor comes under the direct or indirect control of any corporation or person who does not control it at the date of execution of this Agreement.

**6.3 Payments upon Termination.**

- (a) Except as provided in subsection (b) and subject to SPS's right to set off any damages arising as a result of breach of this Agreement by the Contractor, the Contractor will not be entitled to any compensation for early termination of this Agreement other than for Services rendered up to and including the date of termination.
- (b) If SPS terminates this Agreement under section 6.2(a), SPS will pay the Contractor reasonable termination costs in the amount as determined by SPS in its sole discretion having regard to resources allocated to the Services by the Contractor, and contractual commitments to third parties, which the Contractor cannot reasonably reassign, redeploy or otherwise mitigate, and which amount will not include any amount representing lost profits or other profit opportunities.

**6.4 Effect of Termination for Breach.** If SPS terminates this Agreement under section 6.2(c), SPS may, at its sole and absolute discretion, enter into contracts with other persons to complete the Services. The Contractor will promptly reimburse SPS for any incremental costs incurred by SPS for having others perform the Services.

## **7. CONFIDENTIALITY AND PRIVACY**

**7.1 Confidentiality.**

- (a) Except as required by law or permitted by this Agreement, the Contractor will keep strictly confidential any information, including Personal Information (as that term is defined in *FOIPPA*), supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Services and which is not already in the public domain, and will not, without the prior express written consent of SPS, disclose or permit to be disclosed any such information to any person or corporation, except on a "need to know" basis as required to complete the Services, provided such person or corporation is bound by confidentiality obligations. The Contractor acknowledges unauthorised use or disclosure may cause irreparable harm to SPS and others and in the event of such unauthorised disclosure or use, SPS will be entitled to obtain injunctive relief against the Contractor without prejudice to any other rights it may have under this Agreement or at law or in equity.



- (b) The confidentiality obligations shall not apply to information which: (1) is known to the Contractor prior to its receipt hereunder; (2) is generally available to the public; (3) has been obtained from a third party which has the right to disclose the same; and (4) is required by law to be disclosed, provided that where disclosure is required by law, the Contractor will, unless prohibited by law, forthwith notify SPS to enable SPS to mount a defense to such disclosure.

7.2 **Data Protection.** In no way limiting section 7.1 (*Confidentiality*), if, for the purposes of, or while, performing the Services, the Contractor receives, has access to, or collects confidential information, including Personal Information, the Contractor:

- (a) will only access or use that information if, and to the extent, necessary to perform the Services;
- (b) will protect that information from unauthorized access, collection, use, disclosure or disposal;
- (c) will comply with the requirements of FOIPPA concerning storage of Personal Information outside of Canada, including, if required by SPS, by assisting and supporting SPS with the completion of privacy impact and security assessments;
- (d) will not change the location where the Contractor stores that information without the prior written authorization of SPS;
- (e) will permit SPS to enter on the Contractor's premises and will provide reasonable assistance to enable SPS to inspect the security of that information and compliance with this Agreement; and
- (f) will comply with FOIPPA and any applicable order of the commissioner under FOIPPA.

If the Contractor accesses, whether inadvertent or otherwise, or has the ability to access to confidential information, including Personal Information, and such access is not required to perform the Services, the Contractor will immediately notify SPS and will further advise SPS of the steps it has taken or will take to address or prevent recurrence.

7.3 **Collection of Personal Information.**

- (a) The Contractor may only collect Personal Information necessary to perform the Services;
- (b) Unless this Agreement otherwise specifies, the Contractor must collect Personal Information directly from the individual the information is about and must advise the individual:
  - (i) the purpose for collecting the Personal Information and the legal authority for collection; and
  - (ii) the contact information for the person designated by SPS to answer questions about the collection of Personal Information;
- (c) The Contractor must make every reasonable effort to ensure the accuracy of Personal Information to be used to make a decision directly affecting the individual the information is about;
- (d) The Contractor must correct Personal Information within five (5) business days of receiving, and in accordance with, written direction from SPS. The Contractor must further provide corrected Personal Information, within five (5) business days of correction, to any party to whom the Contractor disclosed the information being corrected within the preceding twelve (12) months.
- (e) The Contractor will not disclose the Personal Information without the prior written consent of SPS.
- (f) The Contractor will permit SPS to attend at the Contractor's premises and/or inspect the Contractor's records, to assess the validity of any complaints made with respect to the Personal Information, and to ensure compliance with the privacy requirements of this Agreement.

## 8. RETURN OF INFORMATION

- (a) At the completion or early termination of this Agreement, or otherwise upon request of SPS, the Contractor will return all confidential information, Personal Information and all other information provided to the Contractor by SPS or anyone on its behalf.
- (b) Despite the foregoing, the Contractor may retain information contained in the Contractor's information management systems to the extent contained on back-up tapes or other back-up media made in the ordinary course of business that are not readily accessible and would not be commercially reasonable to destroy; provided that any such information shall remain subject to

the confidentiality and non-disclosure obligations of this Agreement for as long as it is so retained. Nothing herein contained gives the Contractor the authority to disclose any information so retained without SPS's consent, unless required by law.

## 9. CONFLICT OF INTEREST

9.1 **No Gifts or Personal Benefits.** The Contractor will not offer or provide any gifts or personal benefit to any director, officer, employee or representative of SPS or the Surrey Police Board or any Surrey Police Board member. Except as disclosed in writing to SPS prior to the signing of this Agreement, the Contractor does not have any knowledge that any director, officer or employee of SPS or an Associate of them (a) has more than a 10% ownership interest in the Contractor, or (b) has or is entitled to have any interest in this Agreement or any benefit arising therefrom. "Associate" means (a) a spouse, (b) a parent, sibling, child, or the spouse of any one of them, (c) a relative who lives in the person's home, (d) a company in which a person owns shares carrying more than 10% of the voting rights attached to all shares of the corporation, (e) a person's business partner, or (f) a trust or estate of which a person is one of the main beneficiaries or for which the person serves as a trustee.

## 10. GENERAL

10.1 **No Exclusivity.** Nothing herein shall be deemed to preclude SPS from retaining the services of others to undertake the same or similar functions as those undertaken by Contractor hereunder.

10.2 **Representatives.** Each party is entitled to deal with the other party's Representative in connection with this Agreement. All rights, powers and entitlements of each party may be exercised and enforced by their Representative.

10.3 **Relationship.** The Contractor is not, and this Agreement does not render, the Contractor an agent or employee of SPS. The Contractor is, and shall at all times, be an independent contractor and does not have authority to bind or commit SPS. The Contractor shall perform the Services under its own superintendence and at its own risk. Nothing herein shall be deemed or construed to create a joint venture, partnership, employment or agency relationship between the parties for any purpose.

10.4 **Publicity.** Except as required by applicable law, the Contractor shall not issue any press release or make any public announcement or disclosure concerning this Agreement and the performance of the Services, including disclosure in any reference list, without the prior written consent of SPS.

10.5 **Use of Marks.** The Contractor shall not use SPS's or the Surrey Police Board's official marks, trademarks, logos or other marks without their prior written approval, and any such approved use will automatically terminate upon termination or expiry of the relationship between the parties pursuant to this Agreement.

10.6 **Disputes.** If a dispute arises under this Agreement, including failure of the parties to reach agreement, either party may request the other party to appoint representatives to meet and attempt to resolve the dispute either by direct negotiations or mediation. If within ninety (90) days of the request for mediation the dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation. Unless otherwise directed by SPS in writing or where the nature of the dispute renders continued performance impossible, the Contractor shall continue to fulfill its obligations pursuant to this Agreement during the resolution of any dispute.

10.7 **Right of Set Off.** SPS is entitled to set off any amounts owing by the Contractor to SPS against any monies due and owing by SPS to the Contractor.

10.8 **Notice.** Any notice required to be given may be well and sufficiently given by personal delivery or regular mail addressed to and sent to the party at the address set out on page 1 or such other address as either party may in writing specify, with a copy sent electronically to the email address set out on page 1. During



a postal strike, notice must be given by personal delivery. Any notice given will be deemed to be received if delivered, when delivered, and if mailed, seven (7) days after the date of mailing.

- 10.9 **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The parties accept the jurisdiction of the courts of British Columbia.
- 10.10 **Assignment.** The Contractor will not subcontract or assign its obligations under this Agreement, in whole or in part, without the prior approval of SPS. To protect Personal Information and to comply with the spirit and intent of *FOIPPA*, SPS may refuse to approve any assignment or subcontract to a non-Canadian entity and such refusal shall not be construed as unreasonable. SPS may at any time assign, transfer or subcontract this Agreement in whole or in part to any person, firm or corporation.
- 10.11 **Entire Agreement.**
- (a) This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all earlier understandings, communications, representations and agreements, whether oral or in writing.
  - (b) Any term or condition contained in any report, invoice, packaging slip, sales receipt, claim, statement or other record submitted by the Contractor and in conflict with, or which purport to expand or limit, the terms of this Agreement, are hereby expressly rejected by SPS without notice.
  - (c) The schedules and appendices attached to this Agreement, and any reports, policies or other documents referenced in this Agreement, are an integral part of this Agreement and are hereby incorporated into this Agreement as a part thereof.
- 10.12 **Unenforceability.** If any provision in this Agreement is found to be invalid or unenforceable, that provision shall be severed from the Agreement and the remainder of this Agreement shall remain in full force and effect.
- 10.13 **Waiver.** No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach. A waiver must be express and in writing before it has legal effect.
- 10.14 **Remedies Cumulative.** SPS's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available at law or in equity.
- 10.15 **Further Assurances.** The parties will execute and deliver such further transfers, instruments, agreements and other documents to do such further acts and things as may be necessary or desirable to give effect to the terms and conditions of this Agreement.
- 10.16 **Amendments.** This agreement may be amended only by agreement in writing, signed by the parties.
- 10.17 **Non-Appropriation.** Pursuant to the *Police Act*, SPS cannot make financial commitments beyond SPS's current fiscal year. SPS, through the Surrey Police Board, will annually make *bona fide* requests for appropriation of sufficient funds from City Council to cover all payments under this Agreement. If the Surrey Police Board does not receive sufficient funds, SPS will notify the Contractor of its intention to terminate this Agreement or reduce the services so affected promptly. Such termination or service reduction shall not constitute an event of default. If a service reduction results, SPS and the Contractor will revise future payments to reflect the impact of the service reduction.
- 10.18 **Contractor Terms Rejected.** Any term or condition contained in any statement of work, report, invoice, claim, statement or other record submitted by the Contractor which conflicts with, or purports to amend, supplement, supersede or replace, any term or condition in this Agreement is hereby rejected by SPS.
- 10.19 **Survival.** All provisions of this Agreement which are expressly stated to survive the termination of this Agreement, and all provisions which by their nature are intended to survive the termination of this Agreement shall survive the termination or completion of this Agreement. In no way limiting the foregoing,

all warranties, and Sections 4.5 (*Inspection and Audit*), 5.4 (*Liability and Indemnity*), 5.5 (*Limitation of Liability*), and Article 7 (*Confidentiality and Privacy*) will survive the expiration or termination of this Agreement.

**10.20 Interpretation**

- (a) Headings are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.
- (b) Wherever the singular, plural, masculine, feminine or neuter is used throughout this agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.
- (c) "Includes", "including" and other terms of like import shall not be deemed limited by the specific enumeration of items but shall be deemed to be without limitation and interpreted as if the term was "including without limitation."

**10.21 Authority.** Each party warrants and represents it has the authority to enter into this Agreement and to perform all of its duties, obligations and functions as set out in this Agreement.

**10.22 Enurement.** This Agreement will be binding upon and will enure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.

**10.23 Counterparts.** This Agreement may be executed and delivered in counterparts and in electronic format with the same effect as if all parties had originally signed and delivered the same document and all counterparts will be construed together to constitute one and the same agreement.

**WHEREAS** the parties have signed this Agreement effective the date set out on page 1 of this Agreement.

**SURREY POLICE SERVICE**



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*Signature*  
*Name: Norm Lipinski*  
*Title: Chief Constable*

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*Signature*  
*Name:*  
*Title:*

*Schedules attached:*

- *Schedule A – Services*
- *Schedule B – Fees and Expenses*
- *Schedule C – Additional Terms and Conditions*

**SCHEDULE A  
SERVICES**

*[Note: Part 2 (Scope / Services) of the RFP, as may be amended through negotiations between SPS and the successful Proponent, will be incorporated into and form this Schedule]*

**SCHEDULE B  
FEES AND EXPENSES**

*[Note: Pricing from the successful Proponent's proposal, as may be amended through negotiations between SPS and the successful Proponent, will be incorporated into this Schedule]*

**SCHEDULE C  
ADDITIONAL TERMS AND CONDITIONS**

**A. ANCILLARY DOCUMENTS**

*Contractor's Proposal.* The Contractor's proposal submitted in response to SPS's Request for Proposals #◆ is hereby incorporated into and forms an integral part of this Agreement, except to the extent modified by the schedules to this Agreement.

**B. TERM**

1. *Term.* This Agreement commences on the Agreement Date set out on top of page 1 of this Agreement and continues for a period of ◆ (◆) years, unless renewed, or terminated earlier, in accordance with this Agreement (the "Term").
2. *Renewal.* SPS may, at its option, extend the Term on the same terms and conditions for up to ◆ (◆) additional terms of one (1) year each by providing the Contractor with written notice of its intention to renew at least thirty (30) days prior to the expiry of the initial Term.
3. *Month to Month Extension.* If SPS continues to utilize the Contractor for the Services following the expiry of this Agreement without having renewed the Agreement or issued any other written agreement to extend the Term, this Agreement shall be deemed to have been renewed on a month-to-month basis on the same terms and conditions and may be cancelled without cause by either party on thirty (30) days prior written notice to the other party; provided that such month-to-month extension shall not exceed twelve (12) months.

**C. KEY PERSONNEL AND SUBCONTRACTORS**

1. *Key Personnel.* The Services will be performed on behalf of the Contractor by the following key personnel:

<u>Name</u>	<u>Title</u>
◆	◆
◆	◆

2. *Subcontractors.* The Services will be performed on behalf of the Contractor by the following subcontractors:

<u>Name</u>	<u>Contact</u>
◆	◆
◆	◆

**D. INSURANCE COVERAGE**

The Contractor will obtain and maintain the following insurance coverages:

- (a) *commercial general liability insurance* - in an amount not less than THREE MILLION (\$3,000,000) DOLLARS inclusive per occurrence against death, bodily injury, property damage or loss howsoever arising directly or indirectly out of the 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: premises and operators liability, broad form products and completed operations, owners and consultants protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, and personal injury. SPS, Surrey Police Board and the City of Surrey will be added as additional named insureds;
- (b) *automobile liability insurance* - on all vehicles used in the performance of the Services (whether owned, operated or licensed by the Contractor or its subcontractors) in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property;

- (c) bailee's coverage – in an amount not less than \$250,000 for losses arising to the goods while in the care custody and control of the Contractor;
- (d) other - such other insurance or amendments to the foregoing policies as SPS may reasonably require.

**E. WARRANTIES**

1. **Warranty Period.** The following warranty periods apply (each, a “**Warranty Period**”):

- (a) For ♦— a period of ♦ years from ♦
- (b) For all other services - a period of one (1) year from the date the Services were completed and accepted by SPS.