



CITY OF RICHMOND

REPORT TO COMMITTEE

TO: Community Services Committee
FROM: David McLellan
General Manager, Urban Development
RE: Health Act Fees

DATE: December 6, 1999
FILE:

STAFF RECOMMENDATION

That the agreement with the Province under the Health Act Fees Regulation dated October 22, 1992 be terminated immediately.

David McLellan
General Manager, Urban Development

Att. 1

STAFF REPORT

ORIGIN

The City entered into an agreement on October 22, 1992 with the Province entitling the city to retain fees collected under the Health Act for a variety of services administered by the City. The Province has requested that the agreement be terminated immediately in accordance with the current alignment of responsibilities for health services.

ANALYSIS

The contract with the Province (copy attached) stipulates under Section 17 that both parties must agree to terminate the contract if less than 365 days notice is given. The contract is now redundant as the City no longer has a role in public health administration and no fees are now collected by the City.

FINANCIAL IMPACT

No budgetary impact as fees are no longer collected under the agreement.

CONCLUSION

It would be appropriate to terminate the agreement as it is redundant.

David McLellan
General Manager, Urban Development

DJM:djm

STANDARD CONTRACT FORM - SERVICES

THIS AGREEMENT made the 22nd day of October, 1992

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA
represented by the Minister of Health

(the "Province")

OF THE FIRST PART

AND

City of Richmond

(the "Contractor")

OF THE SECOND PART

WITNESSETH that the parties hereto agree as follows:

APPOINTMENT

1. The Province retains the Contractor to provide the services (the "Services") during the term (the "Term"), both described in Schedule "A".

PAYMENT

2. The Province will pay the Contractor, in full payment and reimbursement for providing the Services, on the basis of the fees and expenses set out in Schedule "B", and the Contractor will accept the same as full payment and reimbursement as aforesaid.

3. In connection with the provision of the Services the Contractor will:
- (a) establish and maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred in form and content satisfactory to the Province;
 - (b) upon request of the Province, fully inform the Province of the work done and to be done by the Contractor in connection with the provision of the Services; and
 - (c) permit the Province at all reasonable times to inspect, review and copy all accounting records, findings, data, specifications, drawings, working papers, reports, documents and material, whether complete or otherwise, that have been produced, developed, received or acquired by the Contractor as a result of this Agreement (collectively the "Material").

INDEPENDENT CONTRACTOR

4. The Contractor will be an independent contractor and not the servant, employee or agent of the Province.
5. The Contractor will not in any manner whatsoever commit or purport to commit the Province to the payment of any money except pursuant to this Agreement.
6. The Contractor will accept instructions from the Province with respect to the Services, provided that the Contractor will not be subject to the control of the Province in respect of the manner in which such instructions are carried out except as specified in this Agreement.
7. The Contractor will supply all labour, materials and approvals necessary to provide the Services at its own expense.
8. The Contractor will comply with all applicable municipal, provincial and federal laws.

OWNERSHIP

9. The Material produced or developed by the Contractor as a result of this Agreement and any property provided by the Province to the Contractor shall:
- (a) be the exclusive property of the Province and the City of Richmond, and
 - (b) forthwith be delivered by the Contractor to the Minister on the Minister giving written notice to the Contractor requesting delivery of the same, whether such notice is given before, upon or after the expiration or sooner termination of this Agreement.
10. The copyright in the Material produced or developed by the Contractor as a result of this Agreement shall belong exclusively to the Province and the City of Richmond and without restricting the generality of the foregoing, the Contractor shall assign, in writing, to the Province the copyright of any Material when it is completed.

CONFIDENTIALITY

11. The Contractor will at all times treat as confidential all information or material supplied to or obtained by the Contractor or its subcontractors as a result of this Agreement and will not permit the publication, release or disclosure of the same without the prior written consent of the Province.

ASSIGNMENT AND SUB-CONTRACTING

12. The Contractor will not without the prior written consent of the Minister:
- (a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
 - (b) sub-contract any obligation of the Contractor under this Agreement.
13. No sub-contract entered into by the Contractor will relieve the Contractor from any of his obligations under this Agreement or impose any obligation or liability upon the Province to any such sub-contractor.

14. This Agreement will be binding upon the Province and its assigns and the Contractor, its successors and permitted assigns.

CONFLICT OF INTEREST

15. The Contractor will not, during the Term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may, in the reasonable opinion of the Minister, give rise to a conflict of interest.

INDEMNIFICATION

16. The Contractor will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or Subcontractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.
17. The Contractor will obtain, maintain and pay for insurance in such form and amounts, with such deductibles, and according to the terms and conditions outlined in Schedule "C," as amended from time to time in accordance with directions of the Province.

TERMINATION

18. Notwithstanding any other provision of this Agreement, if the Contractor fails to comply with any provision of this Agreement then, and in addition to any other remedy or remedies available to the Province, the Province may, at its option, terminate this Agreement by the Minister giving written notice of termination to the Contractor and when such option is exercised, the Province will be under no further obligation to the Contractor except to pay to the Contractor such fees and expenses as the Contractor may be entitled to receive, pursuant to Schedule "B" attached hereto, for services rendered and expenses incurred to the date the said notice is given to the Contractor.

19. Notwithstanding any other provision of this Agreement, either party may terminate the Agreement at any time upon not less than three hundred sixty five (365) days written notice delivered to the Parties at the addresses shown in Clause 23, or at such shorter time and in such a manner as may be mutually agreed upon by the Parties.

NON-WAIVER

20. A waiver of any provision or breach by the Contractor of this Agreement will be effective only if it is in writing and signed by the Province and will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

APPROPRIATION

21. Notwithstanding any other provision of this Agreement, the payment of funds by the Province to the Contractor pursuant to this Agreement is subject to the Legislative Assembly of the Province of British Columbia having provided funds for such purposes for the fiscal year in which such funds are required.

REFERENCES

22. Every reference to the Province in this Agreement will include the Minister of Health, the Deputy Minister of Health and any person designated by either of them to act for or on their respective behalf with respect to any provision or provisions of this Agreement.

NOTICES

23. Any notice, payment, or any or all of the Material that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of such personal delivery or, if mailed, on

the third business day after the mailing of the same in British Columbia by prepaid post addressed, if to the Province or the Minister:

Assistant Deputy Minister
Community and Family Health
7-1 1515 Blanshard,
Victoria, B.C.
V8W 3C8

and if to the Contractor: City of Richmond
c/o the Medical Health Officer
6911 No. 3 Road
Richmond, B.C.
V6Y 2C1

24. Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice and address therein specified will, for the purposes of paragraph 23, be conclusively deemed to be the address of the party giving such notice.

MISCELLANEOUS

25. This Agreement will be governed by, and construed in accordance with the laws of the Province of British Columbia.
26. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
27. No amendment or modification to this Agreement will become effective unless the same will have been reduced to writing and duly executed by the parties hereto.
28. The schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

- 29. Where the Contractor is a corporation, the Contractor hereby represents and warrants to the Province that the signatory has been duly authorized by the Contractor to enter into this Agreement without corporate seal on behalf of the corporation.
- 30. The Province certifies that the property and/or services ordered/purchased under this Agreement are for the use of, and are being purchased by, the Ministry of Health of the Province of British Columbia with Crown funds, and are therefore not subject to the Goods and Services Tax.
- 31. All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration under the rules of the British Columbia International Arbitration Centre (the "Centre") and:
 - (a) the appointing authority will be the Centre; and
 - (b) the case will be administered by the Centre in accordance with its "procedures for cases under the BCICAC Rules".

IT WITNESS WHEREOF the parties have executed this Agreement this 22nd day of OCT, 1992.

SIGNED AND DELIVERED on behalf of the Contractor (or by an authorized signatory or the Contractor if a corporation)

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province

CITY OF RICHMOND
APPROVED as indicated
Dept.
APPROVED as a form and content
Solicitor
DATE OF COUNCIL APPROVAL (if applicable)
14-9-92

City of Richmond
(Name of Contractor)

By Greg Halsey-Brandt
(Authorized Signatory)
Greg Halsey-Brandt, Mayor

Blephley
(Authorized Representative)

J. Richard McKenna
J. Richard McKenna, City Clerk

SCHEDULE "A"

Services

SERVICES

- 1) The Contractor will use its best efforts to collect the fees set out in the Health Act Fees Regulation (B.C. Reg. 274/92) and amendments thereto where they are required to be paid within the boundaries of the municipality.
- 2) At the end of the Contractors fiscal year, the Contractor will report to the Province the amount of fees collected pursuant to this Agreement. This report will be in a format to be determined by the Province. This report shall be submitted within 6 months of the last day of the previous fiscal year to the address specified in paragraph 23 of this agreement.
- 3) Notwithstanding any other provision in this agreement, when requested by the Province, the Contractor will provide information on the amount of fees collected.
- 4) Revenue collected from the Health Act Fees Regulation (B.C. 274/92) and amendments thereto shall be used to enhance public health protection and other public health programs.

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province

SIGNED AND DELIVERED on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)

[Signature]

(Authorized Representative)

City of Richmond
(Name of Contractor)
[Signature]

Cory Taylor-Brandt, Mayor



SCHEDULE "B"
Fees and Expenses

- 1) Pursuant to the Metropolitan Boards of Health Retention of Fees Regulation (Treasury Board Regulation 297/92), the contractor is entitled to retain 100% of the fees in consideration of the contractor collecting those fees.

SCHEDULE "C"
Insurance

N/A