

This Agreement dated the day of , 2016.

Between:

The Corporation of the Town of Fort Frances
(the "Town")

and

KC Contracting – Kurt Carlson
(the "Independent Contractor")

Whereas:

- A. The Town requested proposals from Independent Contractors for the provision of the Services (as "Services" is detailed and defined in **Schedule A** attached to and forming part of this Agreement);
- B. The Independent Contractor, in response to the Town's request for proposals (the "RFP") submitted a proposal to provide the Services;
- C. This agreement (the "Agreement") is the Agreement (referred to in sections 2.2(c) and 2.11 of the RFP) that the Independent Contractor agreed to execute should the Independent Contractor's proposal be the one accepted and approved by Council of the Town; and
- D. Council approved the proposal made by the Independent Contractor.

NOW THEREFORE the Town and the Independent Contractor (collectively, the "Parties", individually, a "Party") agree as follows:

- 1. The Independent Contractor, for itself and on behalf of its employees, agents, consultants, contractors, and other representatives, covenants and agrees:
 - 2 (a) to provide and perform the Services for the Term (as "Term" is defined in paragraph of this Agreement):
 - (i) in a diligent and good and workmanlike manner, and in compliance with the provisions of all applicable laws, rules, and regulations (including, without limitation, occupational health and safety laws and regulations); and
 - (ii) so as to be of minimal disturbance to Sunny Cove Camp campers and guests;
 - (b) that the Independent Contractor shall obtain any and all required licenses, approvals, and permits for the purposes of the provision of the Services pursuant to this Agreement; and
 - (c) to provide to the Town, before commencing provision of the Services, a valid criminal records check satisfactory to the Town and in accordance with requirements to provide the Services in the presence of children.

2. The term (the "Term") of this Agreement shall be from May 10, 2016 to and including September 30, 2016.
3. The Town agrees:
 - (a) to pay to the Independent Contractor, for the performance by the Independent Contractor of the Services, the sum of \$4,500 per month plus HST thereon, if and as applicable; and
 - (b) in addition thereto, should the Independent Contractor, with the prior written consent (herein, "Prior Written Approval") of the Town, incur costs for material (such as, for example, lumber) used by the Independent Contractor in repair and maintenance of Sunny Cove Camp or otherwise in the course of provision by the Independent Contractor of the Services, reimburse, subject to Prior written approval having been obtained, the Independent Contractor for any such material (plus HST thereon, if and as applicable), it being understood that the Independent Contractor will provide an invoice to the Town [for and in respect of the Services and material costs noted in paragraph 3(b)] monthly in arrears.
4. Except as the Town may otherwise agree, the Independent Contractor shall not receive any other payment, benefit, or other compensation for the provision or performance of the Services by the Independent Contractor other than as set out in paragraph 3 of this Agreement.
5. The Independent Contractor shall take out and keep in force, throughout and for the duration of the Term, a comprehensive policy (herein sometimes referred to as the "Policy") of public liability and property damage insurance in the amount of not less than \$2,000,000 inclusive per occurrence.

Such Policy shall name the Town as an additional insured thereunder and shall contain:

- (a) the insurer's waiver of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled as against the Town, its officers, employees, agents, and councilors, and other representatives, together with a severability of interest clause and a cross liability clause; and
 - (b) an undertaking by the insurer not to cancel, change, lapse or refuse to renew the insurance therein granted without first giving the parties notice of its intentions in writing of at least 60 days prior to the intended change, lapse, cancellation or termination.
6. Notwithstanding anything contained in this Agreement, if:
 - (a) the Independent Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed of the Independent Contractor or the Independent Contractor's business or any part thereof;

- (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Independent Contractor; or
- (c) the Independent Contractor fails or neglects to properly perform or complete the Services or otherwise fails to comply with the requirements of the RFP

the Town may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Independent Contractor 10 days written notice.

7. It is understood and agreed that the Independent Contractor:

- (a) is an Independent Contractor and that nothing herein contained shall be construed so as to create a master and servant, or principal and agent relationship, or any other relationship except that of Independent Contractor between the Town and the Independent Contractor respectively;
- (b) shall be solely responsible for payment of income tax, Canada pension plan contributions, unemployment insurance contributions, WSIB premiums, and any other deductions or contributions required by any law whatsoever to be made by the Independent Contractor with respect to any monies or other benefits received by the Independent Contractor from the Town;
- (c) is and shall be solely responsible for payment for and otherwise of and as to any of the Independent Contractor's partners, employees, or any person or otherwise associated or engaged in any of the Services with the Independent Contractor; and
- (d) shall, forthwith upon request of the Town, provide a statement of good standing and/or clearance certificate and/or such other evidence of compliance by the Independent Contractor with Ontario workers compensation legislation and WSIB.

8. The Independent Contractor shall indemnify and save harmless the Town in the event that any governmental authority (including, without limitation, Revenue Canada, Employment Insurance, CPP, WSIB) were to require the Town to make a payment or to have deducted and remitted any amounts that would have been deducted from any payment had the Parties agreed that the payment was one being made in a relationship other than a relationship of independent contracting.

9. Neither this Agreement nor any rights or entitlements under it shall be assignable or otherwise transferable by the Independent Contractor without the prior written consent of the Town.

10. Any notice required or permitted to be given under this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service or mail; or

- (c) sent prepaid by facsimile or other means of electronic communication confirmed on the same or the following day by prepaid mail, addressed,

in the case of notice to the Independent Contractor, as follows:

KC Contracting (Kurt Carlson)
1110 Second Street East
Fort Frances, Ontario P9A 1P2

and in the case of the Town, as follows:

The Corporation of the Town of Fort Frances
320 Portage Ave.
Fort Frances, Ontario
P9A 3M5
Attention: Clerk
Facsimile: (807) 274-8479

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by facsimile or on the second day following the sending thereof by private courier or mail. Any Party may change any particulars of its address for notice by notice to the other Party in the manner aforesaid.

11. The Independent Contractor shall not disclose to any entity, in any manner whatsoever, any private or personal information, record, or otherwise, found out or otherwise while performing the Services except as permitted by the Town or in accordance with the order of any authority having jurisdiction.
12. This Agreement shall be read with all changes of gender as required where required.
13. This Agreement and everything contained in it shall ensure to the benefit of and be binding upon the respective heirs, executors, administrations, successors, assigns and other legal representatives, as the case may be, of each of the Parties.

IN WITNESS WHEREOF the Parties have executed this Agreement.

Witness to signature

Independent Contractor

Print name of witness

Address of witness:

The Corporation of the Town of Fort Frances

per: _____
Roy Avis, Mayor

per: _____
Elizabeth Slomke, Clerk

We have authority to bind the Town

Schedule A to Agreement

SERVICES TO BE PROVIDED BY THE INDEPENDENT CONTRACTOR

The Independent Contractor is required to provide and perform the following Services:

1. Caretaking services for Sunny Cove Camp, including, without limitation, the day to day cleaning and maintenance of Sunny Cove Camp, grounds keeping, grass cutting (Town mowers and gas are located at Sunny Cove Camp), beach and swim dock installation and maintenance, and cleaning the Facilities;
2. Provide friendly and courteous assistance to, all patrons renting the Facilities or any part of the Facilities, campers, and other patrons and guests;
3. Contact municipal trades to complete necessary repairs to facilities if the repairs are beyond individual's capabilities (the Independent Contractor shall include in the proposal a list of general repairs that is within the experience of the Independent Contractor);
4. Ensure communication with the Town and the Town designate so as to keep the Town informed on any maintenance, renter, patron, and other important issues or problems;
5. Refer all rental inquires to Town personnel (name of Town designates and contact information therefor to be provided by Town);
6. Enforce Sunny Cove Camp rules and regulations;
7. Must successfully complete the **Operation of Small Drinking Water Systems** course and training such that the Independent Contractor, or employee(s), is or becomes a "Trained Person" under the requirements of Ontario Health and Safety Act O. Reg. 170/03 and thereafter operate, maintain, take samples and conduct chlorine residual or turbidity tests from within the Sunny Cove Camp water system. The cost of such course for one person would be reimbursed the Independent Contractor by the Town once successfully completed; and
8. Such other work and services as required to maintain Sunny Cove Camp at a high standard of cleanliness and function for all patrons and guests.