

THIS AGREEMENT dated for reference the _____ day of _____, 2021.

BETWEEN:

REGIONAL DISTRICT OF EAST KOOTENAY, a Regional District pursuant to the *Local Government Act*, RSBC 2015, Chapter 1 and incorporated pursuant to the laws of the Province of British Columbia with a place of business at 19 - 24 Avenue South, Cranbrook BC V1C 3H8.

(the "RDEK")

OF THE FIRST PART

AND:

VILLAGE OF RADIUM HOT SPRINGS, a Municipality incorporated pursuant to the laws of the Province of British Columbia, and having a place of business at 4836 Radium Blvd, Radium Hot Springs BC V0A 1M0.

("Radium")

OF THE SECOND PART

WHEREAS:

- A. The RDEK is empowered to undertake any work or service for or on behalf of any member municipality within the boundaries of the RDEK.
- B. Radium, a member municipality of the RDEK, is desirous of having the RDEK provide geographic information system management services for Radium.
- C. Radium is a standing member of the Integrated Cadastral Information Society and has signed the Data Sharing Agreement with the Integrated Cadastral Information Society as outlined in Appendix A.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants hereinafter contained and in consideration of the monies hereinafter agreed to be paid by Radium to the RDEK, the parties hereto agree as follows:

1. DEFINITIONS

- 1.1 **GIS** means Geographic Information System.
- 1.2 **ICIS** means the Integrated Cadastral Information Society.
- 1.3 **Services** means the GIS management services required to update data, operate and maintain the GIS, and make the required data available to Radium as outlined in Schedule A to this Agreement.

2. TERM

- 2.1 This Agreement will commence on October 1, 2021 and expire on September 30, 2026.

3. SERVICES PROVIDED

- 3.1 The RDEK agrees to provide the Services to Radium as outlined in Schedule A to this Agreement.
- 3.2 The parties agree that Radium will retain ownership of the data provided by Radium to the RDEK.

4. PAYMENT FOR SERVICES

- 4.1 The fee payable by Radium to the RDEK for the Services herein described will be at the rates outlined in Schedule B to this Agreement.
- 4.2 The RDEK will provide Radium with a quarterly invoice for the preceding three (3) months for all fees and expenses incurred by the RDEK on behalf of Radium in providing the Services.
- 4.3 Radium will pay the RDEK for Services rendered within 30 days of receipt of the invoice from the RDEK.

5. INDEMNITY

- 5.1 The RDEK hereby indemnifies, saves harmless, releases and forever discharges Radium and its officers, employees, agents and elected officials from and against any and all manner of actions, causes of action, debts, suits, losses, liabilities, costs, demands and expenses whatsoever, whether known or unknown, of any person in any way arising from, in connection or attributable to the negligence or other fault of the RDEK, its servants, agents and employees in connection with or in consequence of this Agreement. This indemnification provision shall survive the cancellation, termination or expiry of this Agreement.
- 5.2 Radium hereby indemnifies, saves harmless, releases and forever discharges the RDEK and its officers, employees, agents and elected officials from and against any and all manner of actions, causes of action, debts, suits, losses, liabilities, costs, demands and expenses whatsoever, whether known or unknown, of any person in any way arising from, in connection or attributable to the negligence or other fault of Radium, its servants, agents and employees in connection with or in consequence of this Agreement. This indemnification provision shall survive the cancellation, termination or expiry of this Agreement.

6. TERMINATION

- 6.1 The parties hereto agree that either party may terminate this Agreement by giving the other party 120 days written notice of its intention to do so in the manner outlined in Section 6 of this Agreement.

7. NOTICES

- 7.1 All notices under this Agreement will be given in writing and will be delivered by pre-paid courier or hand-delivered to the address indicated on the face page of this Agreement, or otherwise transmitted by fax or other means of electronic communication to the usual numbers or addresses of the respective party. Such addresses may be changed from time to time by either party giving notice to the other party.
- 7.2 If any questions arise as to whether any notice was or was not communicated by one party to the other, it will be deemed to have been effectively communicated or given on the day received or on the fifth day after it was mailed or sent, whichever is earlier.

8. SEVERANCE

- 8.1 If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of this Agreement.

9. AGREEMENT AMENDMENT

- 9.1 This Agreement may be amended from time to time upon terms and conditions mutually acceptable to the parties.

10. ENTIRE AGREEMENT

- 10.1 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and there are no terms, conditions, representations, or warranties, expressed or implied, statutory or otherwise, except for those expressly set forth herein.

11. EXECUTION OF AGREEMENT

- 11.1 The parties acknowledge and agree that this Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and will have the same force and effect as an original signature. Without limitation, “electronic signature” will include faxed versions of an original signature or electronically scanned and transmitted versions of an original signature.
- 11.2 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

12. INTERPRETATION

- 12.1 Headings are inserted in this Agreement for convenience only and will not be construed as affecting the meaning of this Agreement.
- 12.2 Whenever the singular or masculine is used herein, the same will be construed as meaning the plural or feminine or body politic or corporate where the context of the parties hereto so require.
- 12.3 This Agreement will enure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.
- 12.4 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 12.5 All references to section numbers in this Agreement refer to sections in this Agreement, and all references to Schedules in this Agreement refer to Schedules attached to this Agreement.
- 12.6 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

The Corporate Seal of **REGIONAL DISTRICT OF EAST KOOTENAY** was hereunto affixed in the presence of:

_____)
 Rob C. Gay, Chair)
 _____)
 Shawn Tomlin, Chief Administrative Officer)

C/S

The Corporate Seal of **VILLAGE OF RADIUM HOT SPRINGS** was hereunto affixed in the presence of:

_____)
 Clara Reinhardt, Mayor)
 _____)
 Mark Read, Chief Administrative Officer)

C/S

SCHEDULE A

SERVICES PROVIDED

1. General

- 1.1 The Services will be provided by the RDEK to Radium. The RDEK will house the GIS data in its Cranbrook office and provide GIS staff to update and manage the data.
- 1.2 The following Services will be provided:
 - a) A GIS based mapping system to include Land, Zoning, Official Community Plan, Community and Engineering infrastructure and associated attribution.
 - b) GIS staff to provide mapping, GIS services to Radium including map and figure generation.
 - c) Remote, view only, access to the Tempest Land Inquiry and the mapping application with report and map generation ability, for internal use only.
 - d) Training on the Tempest and mapping application used to access Radium data.
 - e) Ongoing maintenance of the Radium parcel fabric, zoning, Official Community Plan, engineering and community infrastructure, and associated attribution.
 - f) Monthly update of the data from BC Assessment Authority except for civic address changes which will be updated when Radium informs RDEK of changes.
 - g) Access to Infrastructure mapping tools for the purpose of asset management as they become available through RDEK's asset management initiatives
- 1.3 Radium will submit corrections and updates to their data by email and will include a sketch where applicable. The RDEK will confirm receipt via an email to Radium.
- 1.4 Revisions and updates requested by Radium will be corrected within a maximum of 30 days from RDEK's receipt of Radium's request.
- 1.5 Additional information or customization requests from Radium will be implemented if determined feasible by the RDEK.
- 1.6 Additional functionality will be implemented at the discretion of the RDEK. Radium will be notified of the changes via email.
- 1.7 The RDEK and Radium will meet at least annually to assess the current system, the implementation of the additional Services and to determine future requirements and resource needs.

SCHEDULE B

Fees & Expenses

1. 2021 Professional Fees

1.1	GIS Mapping Technician	\$54.16 per hour
1.2	GIS Technician	\$71.03 per hour
1.3	GIS Coordinator	\$73.17 per hour

4. Professional Fees - Remainder of Term

4.1 Professional fees for the remainder of the term will be consistent with GIS staff rates stated in the RDEK and CUPE Local 2106 Collective Agreement multiplied by a factor of 1.75 for overhead such as employee benefits, vacation and statutory holiday pay, software maintenance, work stations and office overhead

5. Minimum Fees

5.1 The minimum Professional Fees invoiced and payable each year will be 405 hours except as follows:

- a) The minimum Professional Fees for 2021 will be 101.25 hours (October to December).
- b) The minimum Professional Fees for 2026 will be 303.75 hours (January to September).

6. Taxes

6.1 All applicable taxes to be paid as required.

APPENDIX A

All ICIS members enter into a formal data sharing agreement with ICIS and its members to protect data copyrights, limit liability and specify data sharing terms. These data sharing agreements allow organizations to have one data sharing agreement with many agencies. More information is located at <http://www.icisociety.ca/>.