

**THIS AGREEMENT** dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**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:**

**DISTRICT OF SPARWOOD**, a Municipality incorporated pursuant to the laws of the Province of British Columbia, and having a place of business at 136 Spruce Avenue, Box 520, Sparwood, BC V0B 1G0.

("Sparwood")

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. Sparwood, a member municipality of the RDEK, is desirous of having the RDEK provide building and plumbing inspection services on an as required basis;
- C. Sparwood is within the geographical boundaries of the RDEK as outlined in Schedule A attached to and forming part of this Agreement.

**NOW THEREFORE** in consideration of the premises and the terms, conditions, consideration, warranties, and representations contained herein, the parties hereto covenant and agree as follows:

**1. SERVICES PROVIDED**

- 1.1 The RDEK agrees to provide building and plumbing inspection services within the geographical boundaries of Sparwood by a qualified building inspector, pursuant to the terms of the relevant bylaws of Sparwood, when requested to do so, subject to RDEK capacity.

**2.2 PAYMENT FOR SERVICES**

- 2.1 The RDEK will provide Sparwood with a quarterly invoice, for the preceding three (3) months, for all expenses incurred by the RDEK on behalf of Sparwood in providing building and plumbing inspection services, such expenses to include actual wages of the building inspector plus 55% overhead charge for administration costs.
- 2.2 Sparwood will pay the RDEK for building and plumbing inspection services rendered within 30 days of the receipt of the invoice from the RDEK.

**3. INSURANCE AND INDEMNITY**

- 3.1 The RDEK hereby indemnifies, saves harmless, releases and forever discharges the Sparwood 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 will survive the cancellation, termination or expiry of this Agreement.
- 3.2 Sparwood 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 Sparwood, its servants, agents and employees in connection with or in consequence of this Agreement. This indemnification provision will survive the cancellation, termination or expiry of this Agreement.

- 3.3 Both parties will maintain liability insurance with the Municipal Insurance Association of British Columbia ("MIABC"). In the event that either party's policy with MIABC is terminated, the other party may terminate this Agreement, subject to the terms of Section 4 of this Agreement. Each party will promptly give notice to the other of any termination of their insurance coverage with MIABC.

#### **4. TERM AND TERMINATION**

- 4.1 This Agreement will commence on the January 1, 2024 and will continue until December 31, 2027 or until it is terminated by either party giving the other party 90 days written notice of its intention to so terminate.

#### **5. NOTICES**

- 5.1 All notices under this Agreement will be given in writing, and will be delivered by pre-paid private courier or hand-delivered to the address indicated on the face page of this Agreement 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.

- 5.2 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.

#### **6. AGREEMENT AMENDMENT**

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

#### **6. SEVERANCE**

- 6.1 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.

#### **7. ENTIRE AGREEMENT**

- 7.1 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.

#### **8. EXECUTION OF AGREEMENT**

- 8.1 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.

- 8.2 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.

#### **9. INTERPRETATION**

- 9.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

- 9.2 Headings are inserted in this Agreement for convenience only and will not be construed as affecting the meaning of this Agreement.

- 9.3 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.

- 9.4 This Agreement will enure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.

- 9.5 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.
- 9.6 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

C/S

\_\_\_\_\_  
Shawn Tomlin, Chief Administrative Officer

The Corporate Seal of **DISTRICT OF SPARWOOD** was hereunto affixed in the presence of:

\_\_\_\_\_  
David Wilks, Mayor

C/S

\_\_\_\_\_  
Michele Schalekamp, Chief Administrative Officer