

**THIS AGREEMENT** dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

**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 - 24th Avenue South, Cranbrook, BC V1C 3H8;

("RDEK")

**AND:**

**DISTRICT OF INVERMERE**, a Municipality incorporated pursuant to the laws of the Province of British Columbia, and having a place of business at 914 – 8<sup>th</sup> Avenue, PO Box 339, Invermere BC V0A 1K0.

("Invermere")

**WHEREAS:**

- A. RDEK Bylaw No. 1337 established the Cemeteries Local Service to provide for construction, maintenance, and operation of cemeteries within all electoral areas.
- B. Invermere, a member municipality of the RDEK, owns, operates and maintains the Mount View Cemetery, located at 520 Lakeview Drive, Invermere and the Windermere Cemetery, located at 1552 Windermere Cemetery Road, Windermere (the "Cemeteries"), referenced in Schedules B and C of this Agreement.
- C. Invermere is desirous of providing maintenance and operation services ("Services") for the Cemeteries from the Cemeteries Local Service for Electoral Area F.
- D. The RDEK and Invermere (parties) have agreed to the Terms and Payment for Services as described in Schedule of this Agreement.

**NOW THEREFORE** this Agreement witnesses that, in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. TERM**

- 1.1 Invermere will agree to the terms of the Agreement as described in Schedule A.

**2. SERVICES PROVIDED**

- 2.1 Invermere will undertake Services as described in Schedule A.

**3. PAYMENT**

- 3.1 The RDEK will pay for Services provided as described in Schedule A.

**4. FINANCIAL MANAGEMENT AND ACCESS**

- 4.1 As a condition of receiving the Services, the parties agree to:
  - a) maintain all invoices, personnel and financial records related to this Agreement in a reasonable form and in accordance with good business practices;
  - b) permit the RDEK, its agents, and/or its auditors to inspect all such records and reports at all reasonable times, including after termination of this Agreement; and
  - c) provide on request to the RDEK, its

agents and/or auditors any information, including copies of documents, related to this Agreement, and to co-operate fully with reasonable requests of the RDEK's auditors.

**5. TERMINATION**

- 5.1 Either party may, in any year, terminate this Agreement by giving to the other written notice to that effect, however, notice of termination of this Agreement will be provided prior to June 30<sup>th</sup> to take effect December 31<sup>st</sup> of that same year.

**6. ASSIGNMENT**

- 6.1 The parties will not assign this Agreement or any part thereof without the prior written consent from the other.

**7. INDEMNITY AND INSURANCE**

- 7.1 Invermere will indemnify and save harmless the RDEK from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any

manner based upon, arising out of, related to, occasioned by or attributed to the operation of the Services, or any breach of any provision of this Agreement to be performed by Invermere and the officials, servants, employees, members, agents, and contractors of Invermere.

7.2 The RDEK will indemnify and save harmless Invermere from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributed to the operation of the Services, or any breach of any provision of this Agreement to be performed by the RDEK and the officials, servants, employees, members, agents, and contractors of the RDEK.

7.3 The parties will maintain insurance coverage for all risks arising from the Services in such amounts and with such insurers as are appropriate having regard to the nature of the Services and the risks associated therewithin.

## 8. NON-LIABILITY

8.1 The parties will not be liable for any injury to or loss suffered by the other party or any employee, officer, agent, or contractor of the party, including, without limitation, death or economic loss, caused by or in any way related to the carrying out of the Services or to performance of any of the parties obligations relating thereto under this Agreement.

## 9. FURTHER ASSURANCES

9.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect the Agreement to its full extent.

## 10. SEVERABILITY OF PROVISIONS

10.1 The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement and any invalid provision will be deemed to be severed.

## 11. CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

11.1 A failure to perform any obligation under the Agreement that results from any matter beyond the control of the parties, including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority,

or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against or from, will not be considered to be a breach of any term of the Agreement.

## 12. NOTICES

12.1 Any notice or communication required to be given under the Agreement will be in writing and will be delivered personally or by courier, or electronic mail addressed to the other party at the address provided in Section 12.2 or at such other address as either party will later designate to the other in writing.

12.2 Notices will be addressed to the following:

---

Attn:

---

Email:

### RDEK

Attn: Community Services Coordinator  
corporateservicesdept@rdek.bc.ca

## 13. DISPUTE RESOLUTION

13.1 If a dispute should arise regarding this Agreement, the parties agree to attempt to resolve such dispute by discussion.

13.2 Any dispute which cannot be resolved within thirty (30) days pursuant to Section 13.1 will be resolved by mediation. The RDEK and Invermere will agree on the choice of mediator and will share the cost equally.

## 14. AMENDMENT

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

## 15. EXECUTION

15.1 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 an original signature or electronically scanned and transmitted versions of an original signature.

15.2 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.

**16. INTERPRETATION**

- 16.1 This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 16.2 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.
- 16.3 Headings are inserted in this Agreement for convenience only and will not be construed as affecting the meaning of this Agreement.
- 16.4 All references to Schedules in this Agreement refer to Schedules attached to this Agreement.
- 16.5 This Agreement will enure to the benefit of and be binding upon of the parties hereto and their permitted successors and assigns.
- 16.6 The parties acknowledges that the RDEK is a public body with duties and obligations under the *Freedom of Information and Protection of Privacy Act* and that the RDEK may be required by law to disclose information relating to Invermere, this Agreement, the Costs, any associated reporting, and the Grant. Invermere consents to the release of such information and acknowledges that this consent is made pursuant to the *Freedom of Information and Protection of Privacy Act*.

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 **THE DISTRICT OF INVERMERE** was hereunto affixed in the presence of: )  
 )  
 )  
 \_\_\_\_\_ )  
 Al Miller, Mayor )  
 )  
 )  
 \_\_\_\_\_ )  
 Dean McKinley, Chief Administrative Officer )

C/S

## SCHEDULE A

### TERMS OF AGREEMENT

#### 1. TERM

1.1 This Agreement will commence on January 1, 2026 and expire on December 31, 2030.

#### 2. SERVICES

2.1 Invermere agrees to provide Services for the Cemeteries to include:

- a) ownership and stewardship of the land and infrastructure;
- b) Administration of interment rights and permanent records;
- c) Day-to-day operations and public interface;
- d) Long-term maintenance and care funding; and
- e) Compliance and governance oversight.

#### 3. PAYMENT FOR SERVICES

3.1 The RDEK will pay Invermere for Services provided a proportionate share of the operating and capital costs, net any fees, grants or other revenue that may be generated for or by the Cemeteries.

3.2 The proportionate share of the costs will be calculated based on the populations of Invermere and the portion of RDEK Electoral Area F north of Fairmont Hot Springs, as determined in the most recent census, provided that the RDEK share does not exceed funds available within the requisition limitations under the applicable RDEK bylaw.

3.3 No later than February 15<sup>th</sup> in each year of the Term, Invermere will invoice the RDEK for the costs as described in Section 3.1 of Schedule A, and the RDEK will pay such invoice on or before August 15<sup>th</sup> in each year of the Term.



