

**THIS AGREEMENT** dated for reference April 1<sup>st</sup>, 2026

**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 SPARWOOD**, a District incorporated pursuant to the laws of the Province of British Columbia, and having a place of business at 136 Spruce Avenue, Sparwood, BC V0B 2G0

("Sparwood")

**WHEREAS:**

- A. RDEK Bylaw No. 2183 established the Upper Elk Valley Fire Protection Service Area within a portion of Electoral Area A to provide Fire Protection Services on a contract basis within the Service Area;
- B. Sparwood, a member municipality of the RDEK, is desirous of providing Fire Protection Services to the Upper Elk Valley Fire Protection Service Area on a contractual basis.
- C. The RDEK and Sparwood (parties) have agreed to the Terms as described in Schedules A, B and C of this agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the money hereinafter agreed to be paid by the RDEK to Sparwood, the parties hereto agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following expressions will have the meanings herein assigned to them.
  - (a) "**Fire Chief**" means the Director of Fire Services for Sparwood, or their designate;
  - (b) "**Fire Department**" means the Sparwood Fire Department, operated by Sparwood;
  - (c) "**Fire Protection Services**" means fire protection, fire suppression and associated services;
  - (d) "**Service Area**" means the Upper Elk Valley Fire Protection Service Area as shown in Schedule A;
  - (e) "**Term**" means the term of this Agreement set out in section 3.1 herein; and
  - (f) "**Water Tender**" means the water tender acquired by the RDEK and leased to Sparwood in accordance with the lease detailed in Schedule B.
- 1.2 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.
- 1.3 Headings are inserted in this Agreement for convenience only and will not be construed as affecting the meaning of this Agreement.
- 1.4 All references to Schedules in this Agreement refer to Schedules attached to this Agreement.
- 1.5 Any reference to an enactment in this Agreement shall include any regulation, amendment or re-enactment of that enactment.

1.6 Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context so requires.

1.7 The following schedules are attached and form a part of this Agreement:

- (a) Schedule A – Service Area
- (b) Schedule B – Terms of Water Tender Lease

## **2. SERVICE AREA**

2.1 Sparwood agrees to provide Fire Protection Services within the Service Area.

2.2 The boundaries of the Service Area may only be expanded or altered by further agreement of the parties.

## **3. TERM OF AGREEMENT**

3.1 This Agreement will commence on January 1<sup>st</sup>, 2026 and expire on December 31<sup>st</sup>, 2030, unless terminated earlier or extended in accordance with the terms of this Agreement.

3.2 The parties may continue this Agreement on a month-to-month basis after the end of the Term and if the parties do so, either party may terminate this Agreement on 30 days' notice to the other party.

3.3 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.

## **4. FIRE PROTECTION SERVICES**

4.1 Sparwood will provide Fire Protection Services within the Service Area on a 24-hour basis using such equipment from such location as Sparwood deems appropriate. Fire Protection Services will be provided by paid on-call auxiliary or volunteer staff as determined by the Fire Chief.

4.2 The number of staff and type of apparatus and equipment deemed necessary to provide adequate Fire Protection Services to be dispatched for any incident will be at the sole discretion of the Fire Chief, and such personnel, equipment and apparatus may vary depending on the circumstances of each emergency.

4.3 If the Fire Department attends to a fire within the Service Area and another emergency arises which requires the resources of the Fire Department, it will be at the sole discretion of the Fire Chief to remain at the fire or to abandon fighting the fire and attend another emergency. Sparwood will not be held liable in any manner whatsoever in the event that the Fire Chief decides to abandon fighting any fire within the Service Area to attend another emergency.

4.4 Fire Protection Services provided by Sparwood will be dependent on the operating condition and spacing of fire hydrants and the water available at the site of the fire. Neither Sparwood nor its Fire Department will be responsible for testing and maintenance of the water systems servicing the Service Area, except where Sparwood operates the water system. Under no circumstances will Sparwood or its Fire Department be liable in any manner whatsoever with regard to the availability, or lack thereof, of sufficient water to fight any fire.

4.5 Where hydrants are available, and operated by a third party, the RDEK will be responsible for providing Sparwood with annual records of fire hydrant flushing, maintenance, and flow testing in accordance with the British Columbia Fire Code section 6.4.1.1.

4.6 RDEK has installed at its cost an underground water tank located at the Elk Valley Airport for use in fire suppression. Ongoing maintenance and servicing required to keep this tank operational will be the responsibility of Sparwood and be part of Sparwood's operating budget up to a maximum of \$1,000,00 annually; however, Sparwood shall not be responsible for any replacement or capital costs for the tank.

4.7 *Fire Safety Act* requirements for fire investigations and fire inspections will not require additional services at this time and fire inspections and investigations do not form part of the Fire Protection Services. The RDEK operates under a reactionary complaint-based system where investigations and inspections will be provided by the Office of the Fire Commissioner upon request and unless otherwise agreed by the parties, the RDEK shall assume full responsibility for fire inspections and

investigations in the Service Area.

## **5. ACCESSIBILITY**

5.1 The Fire Department may not respond to areas where access routes do not provide:

- (a) a minimum of 6 metres width, clear of any obstruction, sufficiently cleared of snow, to enable safe passage of emergency response vehicles;
- (b) a minimum overhead clearances of 6 metres;
- (c) a road gradient of less than 1 in 12.5, except for short distances not to exceed 15 metres;
- (d) access routes with sufficient load bearing capacity to support firefighting equipment, including bridges, culverts and other structures; or
- (e) turn-around facilities for any dead-end portion of the access route more than 90 metres.

## **6. LIABILITY**

- 6.1 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 Fire Protection Services or to performance of any of the parties obligations relating thereto under this Agreement.
- 6.2 The Fire Department will not incur any liability for damage to property or buildings arising from any actions taken or not taken by it to suppress or reduce the spread of fire.
- 6.3 The RDEK will be responsible for any costs incurred by Sparwood for the use of additional resources beyond Sparwood's existing capability, and Sparwood will undertake reasonable efforts to notify the RDEK in advance of incurring any such costs, except in an emergency when there is an imminent threat to health or safety in which case Sparwood will notify the RDEK as soon as practicable and will provide invoices for such costs incurred.

## **7. LEVEL OF SERVICE**

- 7.1 Sparwood will provide a level of Fire Protection Service to the Service Area, except as limited by the availability of fire hydrants, that is similar to the level of such services provided within the boundaries of Sparwood. For greater certainty, the RDEK acknowledges and agrees that Fire Protection Services as may be provided at the Elk Valley Regional Airport will not be provided at the standards as required for airport facilities, at any time, and only at levels of services as provided within the boundaries of Sparwood.

## **8. EQUIPMENT**

- 8.1 In providing the Fire Protection Services under this Agreement, Sparwood covenants to provide and maintain, at its cost, all equipment deemed necessary by Sparwood, including ongoing maintenance and servicing of the underground water tank at the Elk Valley Airport.
- 8.2 The RDEK has acquired a Water Tender necessary to provide Fire Protection Services to the portions of the Service Area not serviced by fire hydrants and will continue to lease the Water Tender to Sparwood for an annual amount of \$1.00 on terms as specified in Schedule B hereto.
- 8.3 In the event that the Water Tender requires replacement, and such replacement is not otherwise covered by insurance of Sparwood, except due to negligence or willful omission by Sparwood or its employees, then in such an event, the RDEK acknowledges and agrees that it will replace the Water Tender with another Water Tender of at least the same quality and capacity.
- 8.4 In the event that the RDEK fails to provide the Water Tender pursuant to this section or the Water Tender is otherwise unavailable or unusable, then in such an event, Sparwood will be under no obligation to provide Fire Protection Services in areas not serviced by fire hydrants.
- 8.5 The cost of insurance and maintenance of the Water Tender will be the responsibility of Sparwood and will form part of the operating costs of the Fire Department.
- 8.6 Upon termination of this Agreement, the Water Tender will revert to the RDEK at no cost to the RDEK.

## 9. FIRE HALL RENOVATIONS

9.1 The parties agree that the RDEK paid in full to Sparwood the sum of \$200,000 on April 3<sup>rd</sup>, 2010 for the acquisition of the lands legally described as PID: 005-675-413, LOT 22 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN 7003 which enables Sparwood to house the Water Tender.

9.2 Inasmuch as the RDEK has made a financial contribution to the lands and building under section 9.1, the parties agree that the RDEK's financial contribution will be accounted for if a replacement building is constructed before April 3<sup>rd</sup>, 2035 on the basis of a 25-year straight-line depreciation for the period commencing on January 1<sup>st</sup> 2010 and ending December 31<sup>st</sup>, 2035. In the event that Sparwood constructs an additional fire hall on the lands, then in such an event there will be no deemed contribution to such additional fire hall pursuant to this section.

## 10. PAYMENT FOR FIRE PROTECTION SERVICES AND FINANCIAL RECORDS

10.1 The RDEK will pay the amount of \$88,000 to Sparwood for Fire Protection Services in the first year of the Term, which amount shall include a capital allowance for equipment replacement but which shall exclude major renovations to or construction of fire halls.

10.2 In the second and each subsequent year of the Term, the RDEK will pay Sparwood for Fire Protections Services an amount adjusted by the percentage increase in Sparwood's budgeted operating expenditures for its fire services, in accordance with the following formula:

$$d = c \times (1 + (b - a) \div a)$$

where "a" is Sparwood's budgeted operating expenditures for the preceding budget year;

where "b" is Sparwood's budgeted operating expenditures for the current budget year;

where "c" is the payment for service paid to Sparwood by the RDEK in the preceding year; and

where "d" is the payment for service payable to Sparwood by the RDEK in the current year;

10.3 The RDEK agrees to pay Sparwood a sum calculated as the RDEK's share of the cost of major renovations to or for construction of fire halls for Fire Protection Services for the Service Area in accordance with the following formula:

$$f = e \times 5\%$$

where "e" is the total cost of major renovations to or for construction of fire halls for Fire Protection Services in the Service Area; and

where "f" is the calculated share of major renovations to or for construction of fire halls for Fire Protection Services in the Service Area.

10.4 No later than December 15<sup>th</sup> in each year of the Term, Sparwood will provide an estimate of the amount to be invoiced to the RDEK for Fire Protection Services in the following year to assist the RDEK with budget preparation.

10.5 No later than February 15<sup>th</sup> in each year of the Term, Sparwood will invoice the RDEK for the Fire Protection Services. This will be the amount calculated as "d" in section 10.2 and "f" in section 10.3. The RDEK will pay the invoice by August 15<sup>th</sup> of the year in which the invoice was received.

10.6 On termination of this Agreement, the parties shall reconcile all outstanding amounts and all outstanding accounts shall be settled and paid within 60 days of the termination of this Agreement.

10.7 As a condition of receiving the Fire Protection Services, each party agree to:

(a) to maintain all invoices, personnel and financial records related to this Agreement in a reasonable form and in accordance with good business practices; and

(b) to provide on request to the other party and its agents and auditors any information (including copies of documents) related to this Agreement; and to co-operate fully with reasonable requests of the other party and its auditors.

## **11. MAPPING**

- 11.1 The RDEK will be responsible for providing mapping to show locations of homes and roads within the Service Area and for the purpose of receiving Fire Protection Services and it will be the responsibility of the RDEK to ensure accuracy and provide updates as new developments occur.
- 11.2 The RDEK will require that all residential and commercial properties in the Service Area adequately display address numbers that are clearly visible from any fronting road, on a year round basis.
- 11.3 The RDEK will be responsible for providing Sparwood with updates on all new developments, including all new or changed roads and housing, as soon as possible following each occurrence of development.
- 11.4 The RDEK is responsible for property addressing with the Service Area and will maintain and provide Sparwood and the Fire Department with appropriate maps.

## **12. INSURANCE, AND INDEMNITY**

- 12.1 Sparwood must at its sole expense, provide a certificate of insurance satisfactory to the RDEK protecting the RDEK (without any rights of cross-claim or subrogation against the RDEK) against claims for personal injury, death, property damage or third party or public liability claims arising out of, in connection with, or in any way related to providing Fire Protection Services, in an amount of not less than \$5,000,000 and with the RDEK named as additional insured. Every policy will contain a provision that written 30-day notice of cancellation will be given to the RDEK.
- 12.2 Sparwood will submit a Certificate or Certificates of Insurance required under this Agreement and such certificates will be submitted upon signing this Agreement and upon renewal of the insurance policy(ies).
- 12.3 Subject to part 6 of this Agreement, Sparwood will indemnify and save harmless the RDEK and its elected officials, officers, employees, and agents from and against all claims, demands, losses, costs, damages, actions, suits or proceedings (collectively, “**Claims**”) 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 Fire Protection Services, or any breach of any provision of this Agreement to be performed by Sparwood and its elected officials, officers, employees, and agents, unless such Claims are a result of an act, omission, or negligence of the RDEK or those for whom it is responsible.
- 12.4 Subject to part 6 of this Agreement, the RDEK will indemnify and save harmless Sparwood and its elected officials, officers, employees, and agents from and against all Claims by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributed by any breach of any provision of this Agreement to be performed by the RDEK and its elected officials, officers, employees, and agents, unless such Claims are a result of an act, omission, or negligence of Sparwood or those for whom it is responsible.
- 12.5 Without limiting the foregoing, the parties will maintain insurance coverage for all risks arising from the Fire Protection Services in such amounts and with such insurers as are appropriate having regard to the nature of the Fire Protection Services and the risks associated therewithin.
- 12.6 Each party will, upon request by the other party, provide the other party with a certificate of insurance for any insurance required under this Agreement.

## **13. DISPUTE RESOLUTION AND FORCE MAJEURE**

- 13.1 If a dispute should arise regarding this Agreement, the parties agree to attempt to resolve such dispute by discussion within 30 days or such other period as the parties may mutually agree.
- 13.2 If the parties are unable to resolve a dispute by discussion within 30 days or such other period as the parties may mutually agree pursuant to section 13.1, they will undertake efforts to resolve the dispute by mediation. The parties will agree on the choice of mediator and will share the cost equally.
- 13.3 A failure to perform any obligation under the Agreement that results from any matter beyond the control of a party, 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.

#### **14. NOTICES**

14.1 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 following addresses .2 or at such other address as either party will later designate to the other in writing.

(a) To Sparwood:

DISTRICT OF SPARWOOD  
136 Spruce Avenue, Sparwood, BC V0B 2G0  
Attention: Director of Finance  
Email: finance@sparwood.ca

(b) To the RDEK:

REGIONAL DISTRICT OF EAST KOOTENAY  
19 - 24th Avenue South, Cranbrook BC V1C 3H8  
Attention: Protective Services Manager  
Email: protectiveservicesdept@rdek.bc.ca

#### **15. GENERAL PROVISIONS**

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

15.2 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.

15.3 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.

15.4 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.

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

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

15.7 The parties acknowledges that the RDEK and Sparwood are a public body with duties and obligations under the *Freedom of Information and Protection of Privacy Act* and that the parties may be required by law to disclose information relating to, each other, this Agreement, the Fire Protection Services, any associated reporting. The parties consent to the release of such information and acknowledges that this consent is made pursuant to the *Freedom of Information and Protection of Privacy Act*.

15.8 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.

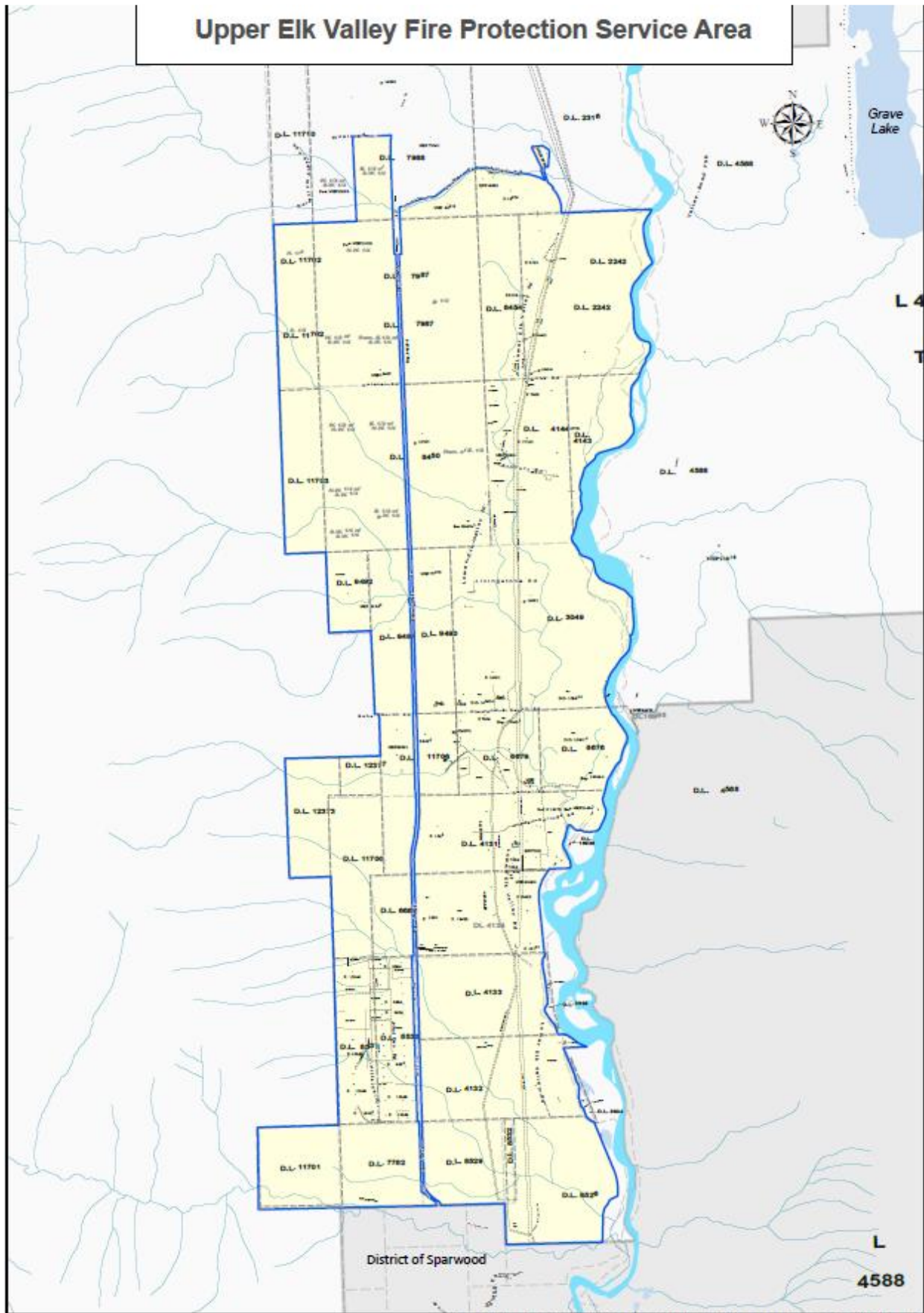
15.9 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

WHEREFORE, THE PARTIES have executed this Agreement effective as of the date referenced above.

The **REGIONAL DISTRICT OF EAST KOOTENAY** )  
by its authorized signatories: )  
 )  
 )  
\_\_\_\_\_) )  
Rob C. Gay, Chair )  
 )  
\_\_\_\_\_) )  
Shawn Tomlin, Chief Administrative Officer )

**THE DISTRICT OF SPARWOOD** )  
by its authorized signatories : )  
 )  
\_\_\_\_\_) )  
\_\_\_\_\_, Acting Mayor )  
 )  
\_\_\_\_\_) )  
Michele Schalekamp, Chief Administrative Officer )

**SCHEDULE A  
SERVICE AREA**



Note: the Service Area excludes Highway 43.

**SCHEDULE B  
TERMS OF WATER TENDER LEASE**

**1. WATER TENDER**

- 1.1 Pursuant to section 8.2 of the Agreement to which this Schedule B is attached (the “**Agreement**”), the RDEK agrees to lease to Sparwood, and Sparwood agrees to lease from the RDEK, the following described Water Tender (the “**Water Tender**”):

One (1) 1800 Imperial Gallon Four (4) Wheel Drive single rear axle Tender (Tanker) c/w minimum 500 GPM fire pump, which will be constructed and equipped to meet current CMVSS and Transport Canada Regulations, as well as ULC, WorkSafeBC and other applicable Canadian standards as required.

**2. TERM**

- 2.1 The term of this Lease shall be the same as the Term of the Agreement and this Lease shall expire when the Agreement expires, provided that either party may terminate this Lease before the expiry of the Agreement on not less than 30 days’ notice to the other party.

**3. RENT**

- 3.1 The annual rent for the Water Tender, in the amount of One Dollar (\$1.00), will be paid in advance, on each succeeding anniversary of that date.

**4. USE**

- 4.1 Sparwood will use the Water Tender for the purposes of providing Fire Protection Services, will do so in a careful and proper manner, and will comply with and conform to all national, provincial, municipal and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Water Tender.

**5. REPAIRS**

- 5.1 Sparwood, at its own cost and expense with such cost and expense forming part of the Fire Department operating budget, will keep the Water Tender in good repair, condition and working order and will furnish any and all parts, mechanisms and devices required to keep the Water Tender in good mechanical working order.

**6. INSURANCE**

- 6.1 Sparwood will procure and continuously maintain and pay for:
- (a) all risk insurance against loss of and damage to the Water Tender for not less than the fair market value of the Water Tender, naming the RDEK as loss payee; and
  - (b) combined public liability and property damage insurance, naming the RDEK as additional insured.
- 6.2 The insurance required under section 6.1 will provide at least thirty (30) days advance written notice to the RDEK of any cancellation, change or modification, and will provide primary coverage for the protection of Sparwood and the RDEK without regard to any other coverage carried by Sparwood or the RDEK protecting against similar risks.
- 6.3 Sparwood will provide the RDEK with a Certificate or Certificates of Insurance required under this Schedule and such certificates will be provided upon signing this Agreement and upon renewal of the insurance policy(ies).

**7. TAXES**

- 7.1 Sparwood will keep the Water Tender free and clear of all levies, liens and encumbrances and will report, pay and discharge all license and registration fees, assessments, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any federal, provincial or local government or any agency, upon the Water Tender or the use, operation or leasing of the Water Tender or otherwise in any manner with respect thereto and whether or not the same will be assessed against or in the name of the RDEK or Sparwood. However, Sparwood will not be required to pay or discharge any such tax or assessment so long as it will, in good faith and by appropriate legal proceedings, contest the

validity thereof in any reasonable manner which will not affect or endanger the title and interest of the RDEK to the Water Tender; provided, Sparwood will reimburse the RDEK for any damages or expenses resulting from such failure to pay or discharge.

**7. FAILURE TO PAY**

7.1 In case of failure of Sparwood to procure or maintain the insurance or to pay fees, assessments, charges and taxes, all as specified in this Schedule B, the RDEK will have the right, but will not be obligated, to effect such insurance or pay said fees, assignments, charges and taxes, as the case may be. In that event, the cost thereof will be repayable by Sparwood to the RDEK within 60 days of receipt of an invoice from the RDEK after which the amount due will accrue interest at the rate of 10% per annum.

**8. DEFAULT**

9.1 If Sparwood fails to observe, keep or perform any provision contained in this Schedule B, the RDEK will have the right to exercise any one or more of the following remedies:

- (a) to take possession of the Water Tender, without demand or notice, wherever same may be located, without any court order or other process of law. Sparwood hereby waives any and all damages occasioned by such taking of possession;
- (b) to terminate the lease of the Water Tender; and
- (c) to pursue any other remedy at law or in equity.

**10. OWNERSHIP**

10.1 The Water Tender is, and will at all times be and remain, the sole and exclusive property of the RDEK; and Sparwood will have no right, title or interest therein or thereto except as expressly set forth in this Schedule B.

**11. SURRENDER**

11.1 Upon the expiration or earlier termination of this Agreement, Sparwood will return the Water Tender to the RDEK in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Water Tender at Sparwood's cost and expense to such place as the RDEK will specify, which place will be no more than 20 kilometers from Sparwood's boundary.

**12. ASSIGNMENT**

12.1 Sparwood will not assign this Agreement or its interest in the Water Tender without the prior written consent of the RDEK.

**13. AGREEMENT DEFINITIONS APPLIES**

13.1 Unless otherwise provided herein, all defined terms in the Agreement shall also apply to this Lease.