

**THIS AGREEMENT** dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**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 INVERMERE**, a Municipality incorporated pursuant to the laws of the Province of British Columbia, and having a place of business at 914 - 8 Avenue, Box 339, Invermere BC V0A 1K0.

("Invermere")

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. Invermere, a member municipality of the RDEK, is desirous of having the RDEK provide geographic information system management services for Invermere.
- C. Invermere 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 Invermere 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 Invermere as outlined in Schedule A.

**2. TERM**

- 2.1 This Agreement will commence on July 1, 2020 and will continue until June 30, 2024.

**3. SERVICES PROVIDED**

- 3.1 The RDEK agrees to provide the Services to Invermere as outlined in Schedule A.

**4. PAYMENT FOR SERVICES**

- 4.1 The fee payable by Invermere to the RDEK for the Services herein described will be at the rates outlined in Schedule B.

4.2 The RDEK will provide Invermere with a quarterly invoice for the preceding three (3) months for all fees and expenses incurred by the RDEK on behalf of Invermere in providing the Services.

4.3 Invermere will pay the RDEK for Services rendered upon receipt of the invoice from the RDEK.

## **5. TERMINATION**

5.1 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.

## **6. NOTICES**

6.1 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.

6.2 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.

## **7. SEVERANCE**

7.1 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.

## **8. AGREEMENT AMENDMENT**

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

## **9. ENTIRE AGREEMENT**

9.1 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.

## **10. EXECUTION OF AGREEMENT**

10.1 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.

10.2 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.

## **11. INTERPRETATION**

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

11.2 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.

11.3 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.

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

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

The Corporate Seal of **REGIONAL DISTRICT OF EAST KOOTENAY** was hereunto affixed in the presence of: )  
)  
)  
)  
)  
\_\_\_\_\_) C/S  
Rob C. Gay, Chair )  
)  
)  
\_\_\_\_\_)  
Shawn Tomlin, Chief Administrative Officer )

The Corporate Seal of **DISTRICT OF INVERMERE** was hereunto affixed in the presence of: )  
)  
)  
)  
\_\_\_\_\_) C/S  
Al Miller, Mayor )  
)  
)  
\_\_\_\_\_)  
Kindry Luyendyk, Interim Chief Administrative Officer )

## SCHEDULE A

### 1. General

- 1.1 The Services will be provided by the RDEK to Invermere. The RDEK will house the GIS data in its Cranbrook office and will provide a GIS technician to update and manage the data.
- 1.2 The following Services will be provided:
  - a) Remote, view only, access to the Tempest Land Inquiry and mapping application with basic report and map generation of the land information data.
  - b) Access and training on the Tempest and mapping application used to access Invermere data.
  - c) Ongoing maintenance of the Invermere parcel fabric, zoning fabric, civic addressing and attribute data as the information changes.
  - d) Monthly update of the data from BC Assessment Authority except for zoning codes and civic address changes which will be updated when Invermere informs RDEK of changes.
- 1.3 Invermere will submit corrections and updates to the data by phone or email and will include a sketch where applicable. The RDEK will confirm corrective action via an email to Invermere.
- 1.4 Revisions and updates requested by Invermere will be corrected when applicable within 30 days from RDEK's receipt of Invermere's request.
- 1.5 Additional information or customization requests from Invermere will be implemented if determined feasible by the RDEK.
- 1.6 Additional functionality will be implemented at the discretion of the RDEK. Invermere will be notified of the changes via email.
- 1.7 The RDEK and Invermere will meet annually to assess the implementation of the Services and strategize for future goals and resource needs.

## SCHEDULE B

### Fees & Expenses

#### 1. 2020 Professional Fees

1.1	GIS Mapping Technician	\$64.82 per hour
1.2	GIS Technician	\$64.82 per hour
1.3	GIS Coordinator	\$67.42 per hour

#### 2. 2021 Professional Fees

2.1	GIS Mapping Technician	\$66.12 per hour
2.2	GIS Technician	\$66.12 per hour
2.1	GIS Coordinator	\$68.77 per hour

#### 3. 2022 Professional Fees

3.1	GIS Mapping Technician	\$67.44 per hour
3.2	GIS Technician	\$67.44 per hour
3.1	GIS Coordinator	\$70.15 per hour

#### 4. 2023 Professional Fees

4.1	GIS Mapping Technician	\$68.79 per hour
4.2	GIS Technician	\$68.79 per hour
4.1	GIS Coordinator	\$71.55 per hour

#### 5. 2024 Professional Fees

5.1	GIS Mapping Technician	\$70.16 per hour
5.2	GIS Technician	\$70.16 per hour
5.1	GIS Coordinator	\$72.98 per hour

#### 6. Minimum Fees

6.1 The minimum Professional Fees invoiced and payable each year will be 405 hours.

#### 7. Taxes

7.1 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/>.