

**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 - 24th 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 - 8th Avenue, Box 339, Invermere British Columbia V0A 1K0.

("Invermere")

OF THE SECOND PART

**WHEREAS:**

- A. RDEK Bylaw No. 1770 established the Invermere Rural Fire Protection Service Area within defined portions of Electoral Areas F and G to provide fire protection services on a contractual basis within the said Service Area;
- B. RDEK Bylaw No. 1391 established the Wilmer/Lower Toby Bench Fire Protection Local Service Area within defined portions of Electoral Areas F and G to provide fire protection services on a contractual basis within the said Local Service Area;
- C. The RDEK is authorized to make agreements respecting the undertaking, provision and operation of local government services;
- D. Invermere is authorized to enter into agreements for the furnishing of fire protection services;

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

**1. DEFINITIONS**

In this Agreement the following expressions will have the meanings herein assigned to them.

**Fire Department** means the Invermere Fire Rescue Volunteer Fire Department.

**Service Areas** means the Invermere Rural Fire Protection Service Area and the Wilmer/Lower Toby Bench Fire Protection Local Service Area.

**Services** mean fire protection and associated services provided by Invermere to the Service Areas.

**2. SERVICES AND TERM**

- 2.1 Invermere agrees that, within the Service Areas, which are outlined on Schedules A and B attached to and forming part of this Agreement, it will provide the Services for the term of this Agreement being \_\_\_\_\_
- 2.2 The parties hereto agree that the Services will be provided on a 24-hour basis from Invermere Fire Hall, utilizing apparatus and equipment contained therein and provided by volunteer staff. The number of staff and type of apparatus and equipment deemed necessary to provide adequate fire suppression service are to be dispatched at the sole discretion of Invermere Fire Chief or Officer-in-Charge, and such personnel, equipment and apparatus may vary depending on the circumstances of each emergency.

If the Fire Department is attending a fire within the Service Areas and another emergency arises which requires the resources of the Fire Department, it will be at the sole discretion of the Fire Chief or Officer-In-Charge to remain at the fire or to abandon fighting the fire and attend another emergency. Invermere will not be held liable in any manner whatsoever for the decision of the Fire Chief or Officer-In-Charge concerning this article.

### **3. ACCESSIBILITY**

- 3.1 The Fire Department may not respond to areas where access routes do not provide:
- (a) clear widths of 6 meters;
  - (b) overhead clearances of a minimum of 6 metres;
  - (c) a road gradient of less than 1 in 12.5;
  - (d) 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 exceeding 90 meters in length.

### **4. LIABILITY**

- 4.1 The Fire Department will not incur any liability for damage to property or buildings arising from its action to suppress or reduce the spread of fire.
- 4.2 The RDEK will be responsible for any cost incurred by Invermere for the use of additional resources beyond Invermere's capability.

### **5. LEVEL OF SERVICE**

- 5.1 Notwithstanding Sections 3 and 4, the level of service provided to the Service Areas will be no different than that provided to Invermere.

### **6. EQUIPMENT**

- 6.1 Invermere covenants to provide and maintain, at their cost, all equipment and buildings deemed necessary by Invermere to provide the Services under this Agreement.

### **7. PAYMENT FOR SERVICES**

- 7.1 For the purpose of this Agreement converted value of land and improvements means the respective jurisdiction's immediate preceding year class factors applied to current year preliminary 100% assessments:

- i.e.
- (a) Invermere uses their class multiples.
  - (b) The RDEK uses Provincial class multiples.

- 7.2 The RDEK covenants to pay Invermere for the Services, a sum calculated as the RDEK's proportionate share of operating and capital expenses according to the following formula, but not to exceed the sum of \$2.40/\$1,000.00 on 100% Assessment in the Invermere Rural Fire Protection Service Area and \$1.06/\$1,000.00 on 100% Assessment in the Wilmer/Lower Toby Bench Fire Protection Local Service Area:

$$f = d \times \frac{(a + b)}{(a+b+c)} + e$$

where "a" is the hospital converted value of land and improvements for properties in the Invermere Rural Fire Protection Service Area;

where "b" is the hospital converted value of land and improvements for properties in the Wilmer/Lower Toby Bench Fire Protection Local Service Area;

where "c" is the General converted value of land and improvements in Invermere;  
where "d" is Invermere's current year of it's Five Year Financial Plan for operating and capital expenses for the Services, with over/under adjustments for the immediately preceding year based on the:

- (a) actual audited costs;
- (b) revised assessment roll as at March 31;

- (c) actual Municipal and Provincial class multiples.

For the purposes of this clause, "capital expenses" will mean:

- (a) actual expenditures for fire fighting equipment;
- (b) actual expenditures for fire hall equipment;
- (c) repairs and upgrades to fire hall,

but will not include the costs for constructing any additions to the existing fire hall or for the construction of new fire halls unless such construction has been approved by the electors in the Service Areas.

where "e" is 4% of the value of "d"

where "f" is the calculated proportionate share of expenditures for the Service Areas.

- 7.3 No later than December 15th each year, District of Invermere will provide an estimate of the amount to be invoiced in the following year to assist the RDEK with budget preparation.
- 7.4 No later than February 1<sup>st</sup> of each year, for the term of this Agreement, the RDEK will provide Invermere with completed assessment totals, separated by assessment class, of all properties situated within the Service Areas. The aforementioned totals will be extracted from the current year's completed assessment roll.
- 7.5 No later than February 15<sup>th</sup> in each year for the term of this Agreement, Invermere will invoice the RDEK for the Services. This will be the amount calculated as "f" in Section 7.2. The RDEK will pay said invoice by August 10th in each year for the term of this Agreement.

## **8. MAPPING**

- 8.1 The RDEK will be responsible for mapping that shows locations of structures and roads for those areas receiving fire protection from the Fire Department and it will be the RDEK's responsibility to ensure accuracy and provide updates as new developments occur.
- 8.2 The RDEK will be responsible for providing Invermere with updates of all new developments, i.e. roads and housing, as soon as possible following each occurrence of development.
- 8.3 The RDEK is responsible for property addressing within the Service Areas and will maintain and provide the Fire Department with appropriate maps.

## **9. INDEMNITY AND INSURANCE**

- 9.1 The RDEK hereby indemnifies, saves harmless, releases and forever discharges Invermere 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.
- 9.2 Invermere 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 Invermere, 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.
- 9.3 Invermere will maintain all risk insurance on its major fire equipment and will ensure that its liability coverage extends to its activities in the Service Areas and includes the RDEK as additional insured. All costs for such insurance including any deductible amounts payable, will form part of the Fire Department's operating costs.

## **10. TERMINATION AND AMENDMENT**

- 10.1 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.

## **11. NOTICES**

- 11.1 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.
- 11.2 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.

## **12. SEVERANCE**

- 12.1 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.

## **13. AGREEMENT AMENDMENT**

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

## **14. EXECUTION OF AGREEMENT**

- 14.1 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.
- 14.2 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.

## **15. INTERPRETATION**

- 15.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia
- 15.2 Headings are inserted in this Agreement for convenience only and will not be construed as affecting the meaning of this Agreement.
- 15.3 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.
- 15.4 This agreement will enure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.
- 15.5 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.
- 15.6 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 15.7 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

**16. ENTIRE AGREEMENT**

16.1 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and there are not terms, conditions, representations, or warranties, expressed or implied, statutory or otherwise, except for those expressly set forth herein.

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 )  
)  
)  
\_\_\_\_\_)  
Andrew Young, Chief Administrative Officer )