Issue Introduction
A staff report from Mark Andison, CAO presenting the Kettle Valley Fire Protection Services Agreement between the Village of Midway and the Regional District of Kootenay Boundary for approval consideration.

History/Background Factors
The Kettle Valley Fire Protection Service became operational on January 1, 2017. Since late 2016, Village of Midway and RDKB representatives have been working together to draft an agreement which will dictate the terms of the provision of fire protection services by the Village of Midway to the Kettle Valley Fire Protection Area utilizing the Village's fire department. The agreement describes both parties' obligations under the agreement and establishes a Fire Services Advisory Committee made up of elected officials and appointees to oversee the provision of fire protection services to the service area.

Implications
Under the terms of the agreement, the Village of Midway will provide fire protection services to the Kettle Valley Fire Protection Area based upon the actual operational costs associated with the provision of the service, plus an annual administration fee of $5,000, with annual increases to the administration fee based upon the BC Consumer Price Increase.

The Kettle Valley Fire Protection Service was established with budget provisions for the purchase of one fire truck and the construction of a fire hall within the fire
protection area. The capital costs of the fire truck and fire hall are the responsibility of the RDKB.

**Advancement of Strategic Planning Goals**
Entering into a service agreement with the Village of Midway for the provision of fire protection services advances the Board's strategic objectives of focusing on partnerships that advance the interests of the region and being responsible and proactive in funding our services.

**Background Information Provided**
Kettle Valley Fire Protection Services Agreement

**Alternatives**
1. Approve the Kettle Valley Fire Protection Services Agreement and authorize RDKB signatories to sign and enter into the agreement;
2. Defer consideration of the Agreement pending further information; or
3. Receive the Staff report.

**Recommendation(s)**
That the Regional District of Kootenay Boundary Board of Directors approves the Kettle Valley Fire Protection Services Agreement with the Village of Midway for the delivery of fire protection services to the Kettle Valley Fire Protection Area for a term of 5 years. Further, that the Board of Directors authorizes the RDKB signatories to sign and enter into the agreement.
KETTLE VALLEY FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT is dated for reference ____________, 2019.

BETWEEN:

VILLAGE OF MIDWAY, a duly incorporated Village under the laws of the Province of British Columbia, having an office at 661 8th Avenue, P.O. Box 160, Midway, British Columbia, V0H 1M0

(hereinafter called the "Village")

OF THE FIRST PART:

AND:

REGIONAL DISTRICT OF KOOTENAY BOUNDARY, a duly incorporated Regional District under the laws of the Province of British Columbia, having an office at 202-843 Rossland Avenue, Trail BC V1R 4S8

(hereinafter called the "Regional District")

OF THE SECOND PART:

WHEREAS the Village has established and operates a fire and rescue service under and pursuant to the Village's Fire Services Bylaw;

AND WHEREAS pursuant to Regional District of Kootenay Boundary Electoral Area 'E'/West Boundary (Kettle Valley) Fire Protection Service Establishment Bylaw No. 1606, 2016, the Regional District has established a local service area for the provision of fire and related services in a portion of Electoral Area 'E'/West Boundary, which is proximate to the municipal boundaries of the Village;

AND WHEREAS the Regional District wishes to contract for, and the Village has agreed to provide, Fire Protection Services to the Fire Protection Area;

AND WHEREAS under subsection 332(3) of the Local Government Act (B.C.) a regional district service may be operated through another public authority and under section 263(1)(b)(i) of the Local Government Act (B.C.), the Regional District may enter into an agreement with such public authority respecting the provision of that service;

AND WHEREAS under section 13 of the Community Charter (B.C.) the Village may provide a service in an area outside of the municipality and under section 23 of the Community Charter (B.C.), may enter into an agreement with another public authority respecting the provision of such service;
NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the payments provided for herein and the mutual covenants and undertakings herein contained, the parties agree as follows:

1.00 DEFINITIONS IN THIS AGREEMENT:

In this Agreement, including in the recitals hereto, the following terms, shown in bold text, will have the following respective meanings:

“Additional Fire Halls” means any fire hall(s) located and intended for operation in the Fire Protection Area during the term of this Agreement;

“Agreement” means this Agreement, including all Appendices hereto, as same may be supplemented or amended from time to time by written agreement of the parties;

“Alternative Water Supply” has the meaning ascribed thereto in section 3.07 hereof;

“Annual Administration Fee” means the annual fee paid to the Village of Midway by the Regional District to cover the administrative cost of the provision of fire protection services, but does not include operating expenditures which will be paid to the Village in the amounts invoiced to the Village by its suppliers and forwarded to the Regional District as invoiced expenses.

“Apparatus” means the vehicles utilized to provide Fire Protection Services within the Fire Protection Area including, but not limited to pumpers, tenders, rapid attack vehicles, and command vehicles.

“Automatic Aid Agreement” means the Agreement entered into between the Village and the Regional District dated January 1, 2014, pursuant to which automatic aid for certain classes of emergency responses have been agreed to be provided by and between the fire services (including the Fire Department) identified therein;

“Committee” means the Fire Services Advisory Committee;

“Designate” means the person who, in the absence of the Fire Chief, is assigned to be in charge of a particular activity of the Fire Department;

“Equipment” means all equipment and material utilized to provide Fire Protection Services within the Fire Protection Area, excluding apparatus.

“Fire Chief” means the individual appointed by the Village from time to time as Fire Chief of the Fire Department and includes any Designate of the Fire Chief;

“Fire Department” means the Midway Volunteer Fire Department;

“Fire Protection Area” means the local service area for fire protection and rescue services established by Regional District of Kootenay Boundary Electoral Area ‘E’/West Boundary (Kettle Valley) Fire Protection Service Establishment Bylaw No. 1606, 2016;
"Fire Protection Services" consists of only the following:

(a) Fire suppression;
(b) Fire and life safety education;
(c) Fire investigations as required by the Fire Services Act (B.C.);
(d) Fire inspections on a complaint basis only and, for greater clarity, does not include inspections on a regular or routine basis;
(e) Enforcement of the portions of the Fire Services Bylaw applicable to the Fire Protection Area.

“Fire Services Bylaw” means the Fire Services Bylaw No. 451, 2014 of the Village, as same may be amended, revised or replaced from time to time;

“Kettle Valley Fire Protection Service” is the service created by Regional District of Kootenay Boundary Electoral Area ‘E’/West Boundary (Kettle Valley) Fire Protection Service Establishment Bylaw No. 1606, 2016 as the authority to provide Fire Protection Services to the Fire Protection Area.

“Fire Services Advisory Committee” means the Committee established under section 5.00;

“Officer-in-Charge” means the Fire Department member who, in the absence of the Fire Chief or his or her Designate, is responsible for the deployment and direction of the Fire Department’s resources and personnel at the scene of an incident or emergency;

“Ordinary Jurisdiction” means the usual response area covered by the Fire Department, namely within the municipal boundaries of the Village, plus the Fire Protection Area as more particularly shown in Appendix 2, attached to and forming part of this Agreement;

“Playbook” means the minimum mandatory training requirements of fire services personnel established by the B.C. Fire Commissioner pursuant to paragraph 3(3)(b) of the Fire Services Act (B.C.), in: British Columbia Fire Service: Minimum Training Standards – Structure Firefighters Competency and Training Playbook (most current version);

“Term” means the Term of this Agreement set out in article 9.00 hereof and includes all renewals of the Term.

2.00 AUTHORIZATIONS

2.01 The Regional District agrees that, by entering into this Agreement,

(a) the Fire Chief is authorized to exercise, within the Fire Protection Area, all the powers, duties and functions that are assigned to the Fire Chief under the Fire Services Bylaw; and

(b) in providing the Fire Protection Services, the Fire Department is authorized to exercise the same powers and authorities within the Fire Protection Area as are granted to the Fire Department under the Fire Services Bylaw.
2.02 The Regional District hereby authorizes the Fire Chief to act as the Local Assistant to the Fire Commissioner with respect to the Fire Protection Area, and to exercise all the powers, duties and functions that are assigned to a Local Assistant to the Fire Commissioner under the *Fire Services Act* (B.C.).

2.03 The Fire Chief, Designate or Officer-In-Charge has the discretion to determine the numbers of Fire Department personnel, apparatus and equipment that are required to be deployed in response to any incident or emergency response within the Fire Protection Area that is reported to the Fire Department. The determination of the Fire Chief, Designate or Officer-In-Charge shall be made in accordance with the circumstances of the emergency, and shall be subject to their sole discretion regarding the priority of response to concurrent incidents.

3.00 **VILLAGE’S OBLIGATIONS**

3.01 The Village agrees to provide the following Fire Protection Services within the Fire Protection Area:

   (a) on a 24-hour a day, seven day per week basis from the Village’s main fire hall located within the Village, as well as any Additional Fire Halls that may be in operation within the Fire Protection Area;

   (b) using the same fire protection apparatus, equipment and personnel, and providing the service in substantially the same manner and to the same extent, as if the Fire Protection Area were located within the corporate boundaries of the Village, with the exception of the Village's primary Class A pumper truck, which must not be utilized outside the Village’s boundaries;

   (c) apparatus stored and utilized within the Fire Protection Area will be sufficient to meet the relevant National Fire Protection Association (NFPA) and Fire Underwriters Survey (FUS) standards;

   (d) equipment for the pumper and tenders, fire personnel, and Additional Fire Halls, if any, for which an equipment inventory and procurement and reimbursement records for each unit of equipment stored in the Fire Protection Service Area will be kept and maintained by Village staff;

   (e) in accordance with the standard for such services provided within the Village including, without limitation, the level of service established by the Village for the Fire Department under and in accordance with the Playbook, subject to the circumstances, limitations and exceptions in sections 2.03, 3.01, 3.03, 3.06, 3.07, 3.08 and 3.09;

   (f) apparatus owned by the Regional District of Kootenay Boundary will, whenever possible, be stored and utilized within the Fire Protection Area.

3.02 For greater certainty, nothing under this Agreement shall oblige the Village to provide
(a) Fire Protection Services in a manner that exceeds the level of service provided by the Village to owners or occupiers of property within the Village during the term of this Agreement; or

(b) any inspection or regulatory services not provided in the Village as of the date of this Agreement or not included in the Village’s bylaws or provincial legislation brought into force after that date.

3.03 In cooperation with the Regional District and subject to the obligation of the Regional District to reimburse the Village for costs incurred by the Village for the following purposes, the Village agrees to use its reasonable best efforts during the term of this Agreement to

(a) manage, staff, equip and operate Additional Fire Halls, subject to section 3.04(b), and provide Fire Protection Services from both the Village’s main fire hall and any Additional Fire Halls;

(b) secure and maintain a lease for a facility within the Fire Protection Area suitable for housing equipment and apparatus for the provision of Fire Protection Services until such time as the Regional District builds and equips an Additional Fire Hall within the Fire Protection Area; and

(c) recruit and retain a sufficient number of volunteer firefighters to provide the Fire Protection Services in an effective manner.

3.04 The Village agrees to

(a) train volunteer firefighters for the Fire Protection Area to fulfil all regulatory requirements (including those under the Workers Compensation Act (B.C.) and the Playbook) and to provide the operational skills required for undertaking fire suppression to the service level declared by the Regional District and assisting with rescue responses to the available training standards;

(b) equip the Additional Fire Halls required for the Provision of the Fire Protection Services with such apparatus and equipment considered necessary, to provide the Fire Protection Services, but in any event comprising of not less than one pumper unit, with a minimum pump capacity of 1050 Imperial Gallons per minute, specified and constructed to meet the requirements of the Fire Underwriters with apparatus purchased by the Regional District to be stationed within the Fire Protection Area; and,

(c) provide maintenance and upkeep, with due acknowledgment of approved financial plans, for the apparatus and equipment in the additional fire halls in accordance with the standards generally applied by the Village, and to maintain the fire halls in accordance with the terms of any lease.

3.05 The Village agrees to maintain appropriate records related to the provision of the Fire Protection Services, including: incident reporting, training records, equipment
and building maintenance records, inventory control, and personnel records. The Village will provide an annual report to the Regional District on its emergency response activities within the Fire Protection Area and such interim updates as may reasonably be requested by the Regional District or the Electoral Area ‘E’ Director.

3.06 In providing the Fire Protection Services

(a) the Village utilizes and relies principally upon volunteers. The Regional District acknowledges that the response to any particular incident within the Fire Protection Area may be adversely affected in circumstances where insufficient volunteers turn out in response to a call-out and agrees that the Village shall not be liable to the Regional District or any other entity or person as a result; and

(b) the Village is not responsible for ensuring access to and identification of properties within the Fire Protection Area as contemplated by paragraphs 4.02(c), (d), and (e) below, and will not be liable to the Regional District or any other entity or person if a response is delayed or not made because access is obstructed or not possible.

3.07 The Regional District and the Village both acknowledge the need for development of the Alternative Water Supply(s) within the Fire Protection Area:

(a) An Alternative Water Supply will be a source of water of not less than 10,000 US gallons suitable for use by the Fire Department in connection with delivering the Fire Protection Services (the “Alternative Water Supply”).

(b) The Regional District is responsible for fully funding the development, operation and maintenance of the Alternative Water Supply within the Fire Protection Area.

(c) The Village is responsible for managing the development, maintenance and operation of the Alternative Water Supply at the expense of the Regional District.

3.08 The Regional District and the Village both acknowledge that there is no hydrant system in the Fire Protection Area and that there are and will continue to be limited supplies of water within the Fire Protection Area for firefighting purposes, even following the installation of the proposed Alternative Water Supply as contemplated herein. The Village agrees that the available firefighting apparatus, equipment and personnel shall be dispatched and deployed in a manner that maximizes the effectiveness of the Fire Protection Services that can be provided, in light of the limitations on the availability of water for firefighting purposes within the Fire Protection Area, but the Regional District agrees that the Village shall not be liable to the Regional District or any other entity or person if an insufficiency of water adversely affects an incident response.

3.09 It is acknowledged and agreed by both parties that the Village shall not be considered to be in breach of this Agreement or negligent in providing the Fire Protection Services to the Fire Protection Area if the Fire Department has insufficient or no fire personnel and/or apparatus and equipment to provide Fire Protection Services to the
Fire Protection Area adequately, or at all, in response to any incident at any given time by reason of having deployed its personnel, apparatus or equipment outside the Ordinary Jurisdiction for the following reasons:

(a) a response under an approved Emergency Management British Columbia response task number;

(b) a response under a mutual or automatic aid or service contract agreement, including the Automatic Aid Agreement;

(c) a response to a request for assistance by the B.C. Wildfire Management Branch;

(d) when the Village CAO or designate, or in their absence, the Emergency Operations Centre Director, has given approval for such deployment in accordance with the policies or guidelines of the Council of the Village;

(e) in connection with the provision of assistance in a declared Provincial or local emergency within British Columbia or Canada; or

(f) in any other circumstances where the Fire Department is conducting extra-jurisdictional activities as authorized under or in accordance with the Fire Services Bylaw.

3.10 The Village agrees to be responsible to provide, through taxation or borrowing, any required capital funds for its own capital projects, including but not limited to: purchase of fire apparatus and real property and constructing fire hall(s) within the Village’s boundaries. The Village also agrees that any costs associated with obtaining voter approval related to borrowing are costs borne by the Village.

4.00 REGIONAL DISTRICT’S OBLIGATIONS

4.01 The Regional District will have the following obligations to enable and/or support the provision of Fire Protection Services in the Fire Protection Area by the Village:

(a) the acquisition of appropriate tenure of a suitable property(ies), to be located in the Kettle Valley Fire Service Area, to enable the construction of one or more additional fire halls considered by the Regional District, in consultation with the Village, to be necessary and suitable to enable the Village to meet its requirements to provide the Fire Protection Services under this Agreement. The Regional District shall also be responsible for the costs of the capital financing, design, construction and insuring of any such facility;

(b) the approval of one or more bylaws which establish the Fire Protection Area as a local service area and which authorize the provision of the Fire Protection Services and thereby enable the Regional District to make this Agreement with the Village;
(c) the approval on an annual basis of a Financial Plan to meet the operating and capital needs of the Kettle Valley Fire Protection Service after reviewing the recommendation of the Fire Services Advisory Committee, with concurrence of the Fire Chief and the Chief Administrative Officer of the Village with respect to that recommendation;

(d) the on-going provision of current map data, in a format to be agreed by the parties, showing the location of all roadways, lanes, bridges and other access routes within the Fire Protection Area;

(e) the on-going provision of current property data within the Fire Protection Area to the Fire Department for incident reporting, fire prevention and bylaw compliance, in a format compatible with the Fire Department’s records management software; and

(f) the provision of reasonable ongoing assistance as may be requested by the Village in connection with the recruitment and retention of volunteers in the Fire Protection Area, including hosting of information on the Regional District’s website, outreach efforts in the community and participation by the Regional District in volunteer recognition events.

4.02 The Regional District will take reasonable steps annually to notify residents and property owners within the Fire Protection Area

(a) of the location of the Fire Hall(s);

(b) of the limits on the Fire Department’s ability to provide Fire Protection Services as a result of limitations on the availability of water for firefighting purposes within the Fire Protection Area and any other factors noted in this Agreement;

(c) of the responsibility of property owners to provide adequate access to their respective properties during all seasons of the year, including but not limited to, ensuring the following issues are addressed:

(i) snow and ice removal;
(ii) sufficient access roadway widths;
(iii) suitable access roadway grades;
(iv) access ways and bridges are of sufficient construction necessary to accommodate Fire Department apparatus size and weight and turning radii; and,
(v) free of natural growth or debris that impact or impede access; and

(d) that the Fire Department is not responsible to provide the Fire Protection Services to property where such access is not provided or maintained;

(e) that the Fire Department will not cross any access bridge on private property with their fire apparatus if the bridge does not have the designed live loading capacity sufficient to carry the imposed load of the responding fire apparatus and have the bridge load limit conspicuously posted at the bridge approach;
and it is the responsibility of residents to provide reasonable evidence, including the date of the last inspection and the name of the inspecting engineer, in advance to the Fire Department that an access bridge on their property meets these requirements; and,

(f) of the responsibility of property owners and occupiers to ensure that adequate civic property numbering is visible at the end of access roads where the building is more than 10 meters from the public roadway or otherwise obscured from view.

4.03 The Regional District will provide assistance in negotiations with property owners, occupiers and/or Ministry of Transportation & Infrastructure to secure access for fire apparatus or to develop the Alternative Water Supply and any necessary communication sites, including registered easements, in consultation with the Village and the Fire Chief. The Regional District shall provide such planning permissions and consents as may be required in connection with such undertakings.

4.04 The Regional District agrees to provide, through taxation or borrowing, any required capital funds for its own capital projects, including but not limited to: purchase of property, building of Additional Fire Hall(s), purchase of fire apparatus, and development of the Alternative Water Supply. The Regional District also agrees that any costs associated with obtaining voter approval related to borrowing will be borne by the Regional District;

4.05 The Regional District agrees to designate a service level for the Fire Protection Area which is consistent with that designated by the Village for areas within the Village of Midway boundaries.

5.00 FIRE SERVICES ADVISORY COMMITTEE

5.01 There shall be a committee established to review, evaluate and make recommendations to the Village and the Regional District regarding the Fire Protection Services. The Committee shall be known as the Fire Services Advisory Committee.

5.02 The Committee will meet a minimum of three times a year.

5.03 The Committee shall be made up of:

(a) The Mayor of the Village.

(b) A member at large, who is a resident of the Village, appointed by the Council.

(c) The Director for Electoral Area ‘E’/West Boundary.
(d) A member at large who is a resident of the Kettle Valley Fire Service Area, nominated by the Director for Electoral Area ‘E’/West Boundary and appointed by the Regional District Board of Directors.

(e) A member at large, who shall be Chair of the Committee, agreed to and appointed by the other members of the Committee through consensus.

Members of the Fire Department are not eligible to be appointed to the Committee.

5.04 The Committee shall:

i. Be an advisory body to the Council of the Village and the Board of Directors of the Regional District;

ii. Participate in developing and recommending policies to the Village related to the governance of the Fire Department;

iii. Determine the scope of the content in and the receiving of information and reports from the Fire Chief, Village’s Chief Administrative Officer, and other potential information sources (eg. RDKB, Office of the Fire Commissioner, Fire Dispatch Contractor) on fire department issues, responses and concerns;

iv. Review and provide advice on the annual financial plans of both parties regarding the Fire Protection Services to the Regional District and to the Village. Copies of both recommended financial plans must be forwarded to the respective jurisdictions no later than March 1 of each year;

v. Based on information and guidance provided by the Fire Chief, establish and recommend response standards, in keeping with the responsibilities established by the Playbook, for adoption by the Village and the Regional District;

vi. Participate in the selection process of the Fire Chief in a manner jointly determined by the Regional District and the Village.

5.05 The operational aspects of all Fire Protection Services provided under this Agreement shall be under the exclusive direction and control of the Fire Chief, or his or her Designate or Officer-In-Charge, in the Fire Chief’s absence.

5.06 The Fire Chief, and any required staff from the Village and/or Regional District shall be support staff to the Committee.
6.00 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

6.01 The Regional District and the Village both acknowledge and agree that the printed, electronic and other records produced and maintained by the Village for the purpose of or in connection with the provision of the Freedom of Information and Protection of Privacy Act (B.C.) (“FIPPA”) are under the custody and control of the Village of Midway. The Village agrees that it shall meet its statutory requirements and obligations under FIPPA. It shall process any requests under FIPPA in a timely fashion in accordance with the time limits established in FIPPA and copy the Regional District on any such response in relation to requests which affect or involve the Fire Protection Area.

7.00 INDEMNITY AND INSURANCE:

7.01 The Regional District shall release, indemnify and hold harmless the Village from and against any and all claims, actions, causes of action, demands, or suits of any kind, that the Regional District or any other entity or person may have, make or bring against the Village at any time during or after the final Term of this Agreement, arising from the Village’s provision of the Fire Protection Services under this Agreement, including but not limited to any that arise as a result of sections 3.06, 3.07, 3.08 and 3.09 hereof or resulting from constraints on the level of Fire Protection Services provided due to limits on the availability of water for firefighting purposes within the Fire Protection Area, but in any event excluding any claims, actions, causes of action, demands, or suits that arise from the gross negligence of the Village or its employees, servants, agents, volunteers and contractors.

7.02 Each party agrees to procure and maintain in force at its own cost during the entire term of this Agreement, a comprehensive general liability policy, policies and/or program that insures the parties’ respective activities, duties and responsibilities under this Agreement.

7.03 The Regional District agrees to procure and maintain as part of its adopted annual Financial Plans, during the entire term of this Agreement, automobile insurance on its owned and/or leased vehicles as required by the laws of British Columbia, and as required under any motor vehicle lease agreement and insurance coverage for the additional fire hall(s).

7.04 The Village agrees to procure and maintain, as part of its adopted annual Financial Plans, during the entire term of this Agreement, workers’ compensation coverage for all employees and volunteers utilized by the Fire Department, whether as career, work experience or volunteer members.
8.00 ADMINISTRATION FEES AND OPERATING EXPENSES

8.01 In consideration for the provision of Fire Protection Services by the Village in the Fire Protection Area and the fulfillment by the Village of its other obligations hereunder, the Regional District shall pay to the Village the Annual Administration Fee as set forth in Article 2 of Appendix 3 hereof.

8.02 The Regional District shall reimburse the Village for operating expenses as set forth in Article 4 of Appendix 3 hereof.

9.00 DURATION AND RENEWAL OF AGREEMENT:

9.01 This Agreement shall be in effect for a term of 60 months commencing on January 1, 2019 and expiring at midnight on December 31, 2023 unless otherwise terminated in accordance with this Agreement.

9.02 The parties may negotiate to continue, renew or extend this Agreement, with such changes, amendments or modifications as they may agree in relation to such renewal. The parties shall commence discussion of any possible renewal not less than 12 months prior to the expiry of the Term set out in section 9.01 hereof.

10.00 EARLY TERMINATION

10.01 Notwithstanding section 9.00, either party may terminate this Agreement at any time by giving written notice to the other party, not less than eighteen (18) months prior to the desired termination date.

10.02 In consideration of the termination or expiration of this Agreement prior to the termination or expiration of a licence of occupation, permit, lease or other contract that the Village may have to enter into in order to provide for a facility to house fire apparatus under section 3.03(b) hereof, the Regional District agrees to either

(a) formally assume the Village’s obligation to pay any and all licence fees, rents, shared maintenance and other costs under any such contract, approved as part of the Village’s Annual Financial Plan, or

(b) compensate the Village by way of a lump sum for the total of all such costs that would be payable over the remainder of such contract from the termination of this Agreement to the termination of the contract, payable to the Village on the termination or expiration of this Agreement.

10.03 In the event of the early termination or non-renewal of this Agreement, the parties agree to negotiate the allocation of equipment based upon invoiced costs and if they fail to agree, either party may give notice to the other to proceed under section
13.00 hereof.

11.00 AMENDMENT OF AGREEMENT

11.01 This Agreement may be amended by mutual agreement of the parties evidenced in writing, duly signed by their authorized signatories.

12.00 GENERAL

Time

12.01 Time shall be of the essence of this Agreement.

Assignment

12.02 This Agreement shall not be assigned by either party hereto except with the prior written consent of the other, which consent shall not be unreasonably withheld.

No Agency or Partnership

12.03 Nothing in this Agreement shall be interpreted as creating an agency, partnership or joint venture among or between the parties hereto.

Binding Effect

12.04 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, corporate officers, executors, successors, and permitted assignees.

Waiver

12.05 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

Headings

12.06 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope of meaning of this Agreement or any provision of it.
Language

12.07 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine of the body corporate or politic as the context so requires.

Cumulative Remedies

12.08 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

Applicable Law

12.09 This Agreement is to be construed in accordance with and governed by the laws of the Province of British Columbia and the federal laws of Canada applicable thereto.

13.00 DISPUTE RESOLUTION

13.01 If a dispute arises between the parties regarding this Agreement or any matter arising hereunder:

(a) Either party (the “Sender”) may give written notice (the “Notice”) to the other party that it wishes to resolve the dispute through the procedures set out in this section.

(b) The Notice shall set out in reasonable detail the matter the Sender wishes to resolve, and the position of the Sender in respect to the disputed matter.

(c) Upon either party receiving a Notice, the Chief Administrative Officers of the Regional District and the Village shall meet and, in good faith, attempt to settle the dispute through negotiation.

(d) If the dispute cannot be settled by negotiation within thirty (30) days of receipt of the Notice, either party may serve an Arbitration Notice upon the other party to submit the dispute to arbitration in accordance with the Arbitration Act (B.C.) by a single arbitrator agreed upon by the parties.

(e) The decision of an arbitrator appointed pursuant to this Agreement is final and binding on the parties and shall be handed down within sixty (60) days of the completion of the arbitrator’s hearing of the parties’ positions and shall contain detailed reasons for the decision.
(f) Each party shall bear its own costs of any arbitration and pay one-half of the arbitrator’s fee and expenses, including the cost of the site of the arbitration, unless otherwise ordered by the arbitrator.

(g) The dispute provisions in this section shall survive the termination of this agreement and apply to matters in dispute between the parties.

IN WITNESS WHEREOF the parties have affixed the signatures of their duly authorized officers together with their corporate seals.

THE CORPORATE SEAL OF THE VILLAGE OF MIDWAY was affixed in the presence of its duly authorized officers, this _____ day of _____________, 2019.

______________________________
Mayor
c/s

______________________________
Corporate Officer

THE CORPORATE SEAL OF THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY was affixed in the presence of its duly authorized officers, this _____ day of _____________, 2019.

______________________________
Chair
c/s

______________________________
Corporate Officer
APPENDIX 1

Fire Protection Area

The following map shows the boundaries of the Fire Protection Area in respect of which the Village will provide Fire Protection Services.
APPENDIX 2

Ordinary Jurisdiction

The following map shows the Ordinary Jurisdiction of the Fire Department, including: the municipal boundaries of the Village and the Fire Protection Area, to which the Fire Department provides fire and emergency response services under contract.
This Appendix summarizes the responsibilities for the Administration, Capital and Operating costs and fees in respect of the provision of the Fire Protection Services by the Village to the Fire Protection Area established by the Regional District.

1.00 OTHER FEES
1.01 Despite section 8 of this Agreement, fees shall not be paid to the Village for services that are part of any other service Agreement made between the Parties, such as reimbursement to residents in the Rural Fire Response Area under the Fee for Service Agreement or future agreements between the Village and the Regional District for service in areas beyond the Fire Protection Area.

2.00 ANNUAL ADMINISTRATION FEE
2.01 In consideration of the Fire Protection Services provided under this Agreement the Regional District agrees to pay the Annual Administration Fee of $5,000.00 to the Village for each calendar year of the term of this Agreement.

2.02 The established Annual Administration Fee for the Fire Protection Area shall be subject to percentage increases each year of the Term, not to exceed a percentage amount equal to twice the prior year’s BC Consumer Price Index (“CPI”), as established by Statistics Canada. If the CPI is zero or less than zero, then a maximum of 1% will be applied.

2.03 The Village will invoice the Annual Administration Fee to the Regional District in August of each year, for that entire calendar year, payable within 30 days of the date of the invoice.

2.04 If this Agreement is terminated otherwise than at a calendar year end, the Administration Fee will be prorated based on the period that the Fire Protection Services were provided during such calendar year.

3.00 ANNUAL CAPITAL FEES
3.01 As per section 4.04 of the Agreement, the Regional District is responsible for all capital expenditures for projects, including but not limited to: capital lease or purchase of property, building of fire halls in the Fire Protection Area, purchase of fire apparatus, and development of Alternative Water Supply.

4.00 OPERATING EXPENDITURES
4.01 As per Section 4.01(c) of this agreement, in addition to payment of the Annual Administration Fee, the Regional District will reimburse the Village for the Village’s operating expenditures relating to Fire Protection Services, including but not limited to costs incurred under sections 3.03 and 3.04 hereof, which will be paid to the Village in the amounts invoiced to the Village by its suppliers and forwarded to the Regional District as invoiced expenses.
4.02 The invoices rendered by the Village will be due and payable by the Regional District within 30 days of the date of the invoices.

4.03 The operating expenditures shall be allocated to each the Fire Protection Area and the area within the boundaries of the Village according to the actual expended by each service. An inventory account of all expenditures of each of the parties shall be recorded and maintained for the Fire Protection Area and the area within the boundaries of the Village proportionate to the actual expensed for that area.