

EXTENSION AGREEMENT

THIS AGREEMENT made as of the 15th th day of March, 2018, 9

BETWEEN

CARIBOO REGIONAL DISTRICT

180 North Third Avenue
Williams Lake, BC V2G 2A4

(the "Regional District")

AND

THE CITY OF WILLIAMS LAKE

450 Mart Street
Williams Lake, BC V2G 1N3

(the "City")

WHEREAS:

- A. The Regional District and the City (the "Parties") entered into an agreement on April 19, 2013 (the "Fire Protection Services Agreement") that provided for the provision of fire protection services; and
- B. The Parties desire to extend the Fire Protection Services Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenant contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND PAYMENT

1.1 Definitions

Unless otherwise defined herein, capitalized terms used in this Extension Agreement shall have the meanings ascribed to such terms in the Fire Protection Services Agreement.

1.2 Payment

In consideration and payment for services to be rendered as provided herein in and in the Fire Protection Services Agreement, the Regional District shall pay to the City an annual contribution determined as follows:

2019	$\$577,253.58 + \$10,689.88^* = \$587,943.46$
2020	$\$587,943.46 + \$10,689.88^* = \$598,633.34$

*based on 2.00% of \$534,494.06

2. TERM AND SCOPE

2.1 Term

This Agreement is for a term of two (2) years (the "Term") beginning January 01, 2019 and ending December 31, 2020.

2.2 Renewal

One year before the expiration of this Extension Agreement, the Parties may commence to review the provisions of this Extension Agreement to determine the conditions and terms on which it may be renewed.

2.3 Withdrawal from Service Area

If Electoral Area F obtains fire protection services from another source, that portion of Electoral Area F which currently receives service pursuant to the Fire Protection Services Agreement may withdraw from the Service Area thereunder with three (3) months of written notice to the City. In the event that Electoral Area F withdraws from the Service Area under the provisions of this Section 3.3, no amount will continue to be payable to the City from the Regional District in respect of that portion, prorated as of the date on which fire protection services are terminated.

3. ENTIRE AGREEMENT: MODIFICATION AND WAIVER

3.1 Full Force and Effect

Except as expressly modified herein, the terms of the Fire Protection Services Agreement remain in full force and effect. No provision of this Extension Agreement may be waived, changed, altered, modified or amended in any respect without a writing to that effect, signed by both of the Parties hereto.

4. GENERAL

4.1 Governing Law

This Agreement will be governed by and construed in accordance with the laws of British Columbia and Canada and, subject to paragraph 8.2 of the Fire Protection Services Agreement (Dispute Resolution), the parties hereby attorn to the Courts of British Columbia and Canada.

4.2 Severability

If any provision of this Agreement, or part thereof, is judged invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect, provided that if the intent of the Parties is not thereby preserved then either party may require the other party to negotiate in good faith a replacement for the invalid, illegal or unenforceable provision that is consistent with the intent of the Parties hereto. If a replacement provision is not agreed within ninety (90) days, then either Party may terminate this Agreement on six (6) months' notice to the other.

4.3 Gender

Wherever the singular or masculine is used in this Agreement, the same will be deemed to include the plural, the feminine or the body corporate or politic where the context so requires, and vice versa.

4.4 Use of the Word "Including"

The word "including" when following any general term or statement will not be construed as limiting the general term or statement to the specific matter immediately following the word "including" or to similar matters, and the general term or statement will be construed as referring to all matters that reasonably could fall within the broadest possible scope of the general term or statement.

4.5 Headings

The division of this Agreement into paragraphs and the insertion of headings are for convenience only and do not form a part of this Agreement and will not be used to interpret, define or limit the scope, extent or intent of this Agreement.

4.6 Execution

This Extension Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been executed and delivered by the Parties as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

CARIBOO REGIONAL DISTRICT

Per: Margo Ansgar
Name:
Title:
Authorized Signatory

Per: A Johnston
Name: Alice Johnston
Title: Manager of Corporate Services
Authorized Signatory

CITY OF WILLIAMS LAKE

Per: [Signature]
Name:
Title: MAYOR WALT COBB
CITY OF WILLIAMS LAKE
Authorized Signatory

Per: C. Bouchard
Name: CINDY BOUCHARD
Title: CORPORATE OFFICER
CITY OF WILLIAMS LAKE
Authorized Signatory

THIS AGREEMENT DATED FOR REFERENCE THE 19th DAY OF April, 2013.

BETWEEN: CARIBOO REGIONAL DISTRICT
180 North Third Avenue
Williams Lake, BC
V2G 2A4

(the "Regional District")

AND: THE CITY OF WILLIAMS LAKE
450 Mart Street
Williams Lake, BC
V2G 1N3

(the "City")

(together, the "Parties")

Given that:

- A. The Regional District has established, by by-Law, the service of fire protection and suppression within the Service Area (as hereinafter defined);
- B. The Regional District wishes to contract with the City for the provision of Fire Protection Services (as hereinafter defined) for the Service Area and may, pursuant to Section 176 of the *Local Government Act*, R.S.B.C. 1996, C. 323, contract for the operation of services in the Regional District;
- C. The City has, by by-law, established a Fire Department (as hereinafter defined) and agrees to provide the Fire Protection Services to the Service Area, on the terms and conditions contained in this Agreement;
- D. The City may provide the requested services pursuant to section 13 of the *Community Charter*, S.B.C., C. 26 upon obtaining the consent of the Board of the Regional District; and
- E. This Agreement confirms the consent of the Board of the Regional District and contains the mutual covenants, agreements, terms and conditions of the provision of the Fire Protection Services to the Service Area.

NOW THEREFORE THIS AGREEMENT witnesses that for and in consideration of the promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually covenant and agree as follows:

1. DEFINITIONS

- 1.1 In this agreement, except as expressly provided or as the context otherwise requires:
- (a) "Agreement" means this agreement, including all recitals and schedules hereto, as amended and supplemented from time to time;
 - (b) "Fire Protection Services" means all emergency fire fighting and suppression, dispatch, assistance response, emergency rescue operations, emergency hazardous materials response, training and development of firefighters, fire investigation and cause determination;
 - (c) "Service Area" means those lands outlined on the plan attached as Schedule "A" to this Agreement;
 - (d) "Term" has the meaning set forth in section 5.1 below.

2. FIRE PROTECTION SERVICES

- 2.1 Subject to the terms and conditions of this Agreement, the City will provide the Fire Protection Services to the Service Area for the Term of this Agreement, using Fire Department equipment, services and personnel.
- 2.2 The City represents and warrants to the Regional District that the Fire Department is sufficient to provide Fire Protection Services to the City and the Service Area.
- 2.3 Throughout the Term, the City will:
- (a) provide the Fire Protection Services to the Service Area in a manner and to the same standard and quality as such Fire Protection Services are ordinarily provided to the City;
 - (b) operate its Fire Department in compliance with all laws, statutes, regulations, by-laws and orders of all authorities having jurisdiction in providing the Fire Protection Services;
 - (c) deliver the services with the degree of care and attention that a municipality would deliver services to its residents.

3. PAYMENT FOR FIRE PROTECTION SERVICES

- 3.1 In consideration and payment for services to be rendered as provided herein, the Region shall pay to the City an annual contribution determined as follows:

2014				\$534,494.06
2015	+2% non-cumulative	+	\$ 10,689.88*	= \$545,183.94
2016		+	\$ 10,689.88*	= \$555,873.82
2017		+	\$ 10,689.88*	= \$566,563.70
2018		+	\$ 10,689.88*	= \$577,253.58

* based on 2% of \$534,494.06

- 3.2 The City will provide the Region with an invoice for its portion of the services as calculated in accordance with section 3.1 above by February 15th in each year for services received in the preceding fiscal year.
- 3.3 The Region will pay to the City, the amount determined above in Section 3.1 on or before August 15th of the year in which the invoice for such costs is received.
- 3.4 The City will provide the Region a copy of the audited financial statement for the services. The City will also provide reports on the activities of the fire department upon request by the Region.

4. RECORD KEEPING

- 4.1 The City will maintain at all times accurate records, books and accounts respecting the provision of the Fire Protection Services, including all receipts and invoices for any expenditures made in connection with the Fire Protection Services.
- 4.2 The City will, upon the Regional District's request, provide the Regional District with access to the records, books, accounts, receipts and invoices referred to in section 4.1 above.

5. TERM AND TERMINATION

- 5.1 This Agreement is for a term of five (5) years (the "Term"), beginning on January 1, 2014 and ending December 31, 2018.
- 5.2 One year before the expiration of this Agreement, the parties will commence to review the provisions of this Agreement to determine the conditions and terms under which it may be renewed.
- 5.3 Either party may terminate this agreement on 1 year written notice.
- 5.4 If there is a breach of any term of this Agreement by a party, the other party may, at its option, notify the party in breach and give the party responsible for the breach such time as is reasonable in view of the nature of the breach to remedy the breach. If the breach continues after the period of time provided to remedy the breach and the matter has not been referred to dispute resolution pursuant to section ~~9.2~~ 8.2 below, or if the matter has been referred to and resolved by dispute resolution and the breach continues thereafter, the party not in breach may, at its option, terminate this Agreement.
- 5.5 Either party may terminate this Agreement on 90 days written notice, if the other party fails to fulfil its material obligations hereunder.

6. RECIPROCAL INDEMNITIES

- 6.1 The Regional District will, subject to section 8.1 below, indemnify and save harmless the City, its employees, officers, agents, and members of the Fire Department, from and against all manner of actions, causes, suits, claims, demands, costs (including legal fees), expenses, or liabilities of any nature whatsoever and by whosoever brought, made or suffered, for which the City will or may become liable, incur or suffer, in any way associated or connected with any breach by the Regional District of any of its obligations under this Agreement. This covenant of indemnity will survive the expiration or termination of this Agreement.
- 6.2 The City hereby will, subject to section 8.1 below, indemnify and save harmless the Regional District, its employees, officers, volunteers and agents, from and against all manner of actions, causes, suits, claims, demands, costs (including legal fees), expenses, or liabilities of any nature whatsoever and by whosoever brought, made or suffered, for which the Regional District will or may become liable, incur or suffer, in any way associated or connected with any breach by the City of any of its obligations under this Agreement or any negligence, gross negligence or wilful misconduct in the delivery of the Fire Protection Services. This covenant of indemnity will survive the expiration or termination of this Agreement.

7. INSURANCE

- 7.1 The City will, in respect of the Service Area, obtain and maintain, at its sole cost, general liability insurance throughout the Term in an amount not less than \$15,000,000 on a single occurrence and aggregate basis, in a form satisfactory to the Regional District, and each policy will include the Regional District as an additional insured with respect to services being provided under this contract "*Williams Lake Fringe Fire Protection Agreement*".
- 7.2 The City will, upon the Regional District's request, provide to the Regional District evidence of the insurance required pursuant to section 7.1 above, in a form satisfactory to the Regional District, acting reasonably.

8. GENERAL

- 8.1 Force Majeure. No party will be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control, including acts of God, fire, flood, explosion, strikes, lockouts or other industrial disturbances, laws, rules and regulations or orders of any duly constituted governmental authority or non-availability of materials or transportation, each of which will be a force Majeure event.
- 8.2 Dispute Resolution. If the Parties are unable to agree on the interpretation or application of any provision of this Agreement, or are unable to resolve any other issue in dispute pertaining to this Agreement, on notice by either party to the other, the Parties agree:
- (a) first, to promptly, diligently and in good faith take all reasonable measures to negotiate an acceptable resolution to the disagreement in dispute;

- (b) second, if the Parties are unable to negotiate a resolution pursuant to subsection (a) above, within 60 days of the notice of dispute or disagreement, to request the assistance of a skilled commercial mediator, such mediator to be mutually agreed upon by the Parties within 30 days of a receipt by a party of written notice requiring the mediation, failing which the mediator will be appointed by the British Columbia International Commercial Arbitration Centre (BCICAC). Such mediation will be conducted under the Commercial Mediation Rules of the BCICAC to resolve a dispute unless otherwise agreed by the Parties. If a mediator is appointed under this subsection (b), then the mediated negotiations will be terminated 60 days after the appointment, unless the Parties agree otherwise; and
- (c) third, if the Parties are unable to resolve the dispute in accordance with subsection (b) above, to refer the matter in dispute to arbitration by a single arbitrator pursuant to the Commercial Arbitration Act (British Columbia) or any successor legislation on the understanding and agreement that the decision of the arbitrator will be final and binding on the Parties. If the Parties are unable to agree on a single arbitrator to hear the dispute within 60 days following the termination of the mediated negotiations as set out in subsection (b) above, an arbitrator will be appointed by the BCICAC. Such arbitration will be conducted in accordance with the Commercial Arbitration Act (British Columbia) and the rules of the BCICAC unless otherwise agreed by the Parties.
- 8.3 Costs of Dispute Resolution. The Parties agree that the arbitrator may determine the costs of the arbitration and, failing such determination, each party will bear its own costs and expenses incurred in respect of the dispute resolution processes in section 8.2 above, and neither party will seek recovery against the other party for any of those costs and expenses.
- 8.4 Notice. Where a notice is required pursuant to this Agreement, such notice will be provided in writing and delivered by registered mail or facsimile to the attention of: (a) for the City, the Fire Chief and (b) for the Regional District, the Manager of Protective Services, at the respective address first indicated above.
- 8.5 Severability. If any provision of this Agreement shall be found to be or deemed to be illegal or invalid, the remainder of the Agreement will not be affected thereby.
- 8.6 Governing Laws. The laws of British Columbia thereof will govern the validity and interpretation of this Agreement and each party agrees to adhere exclusively to the jurisdiction of the British Columbia courts.
- 8.7 Amendment. This Agreement may be amended from time to time by written agreement of the parties.
- 8.8 Interpretation. Whenever the singular or the masculine is used in this Agreement, the same is deemed to include the plural or feminine.
- 8.9 Binding Effect. This Agreement will be binding upon the successors and assigns of both parties.

8.10 Time of Essence. Time is of the essence of this Agreement.

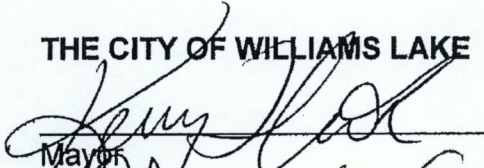
8.11 Execution in Counterpart. This Agreement may be executed and copies of the execution pages delivered by each party to the other by facsimile or any other reasonable method, and such copies together will be deemed as effective as if a single Agreement had been executed by each party.

8.12 Schedules. The following schedules are incorporated into and form a part of this Agreement:

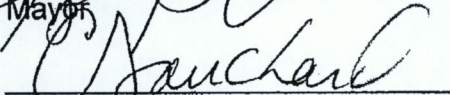
Schedule A – Plan of Service Area.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first above mentioned.

THE CITY OF WILLIAMS LAKE



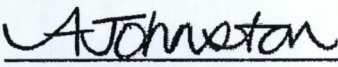
Mayor



Corporate Officer

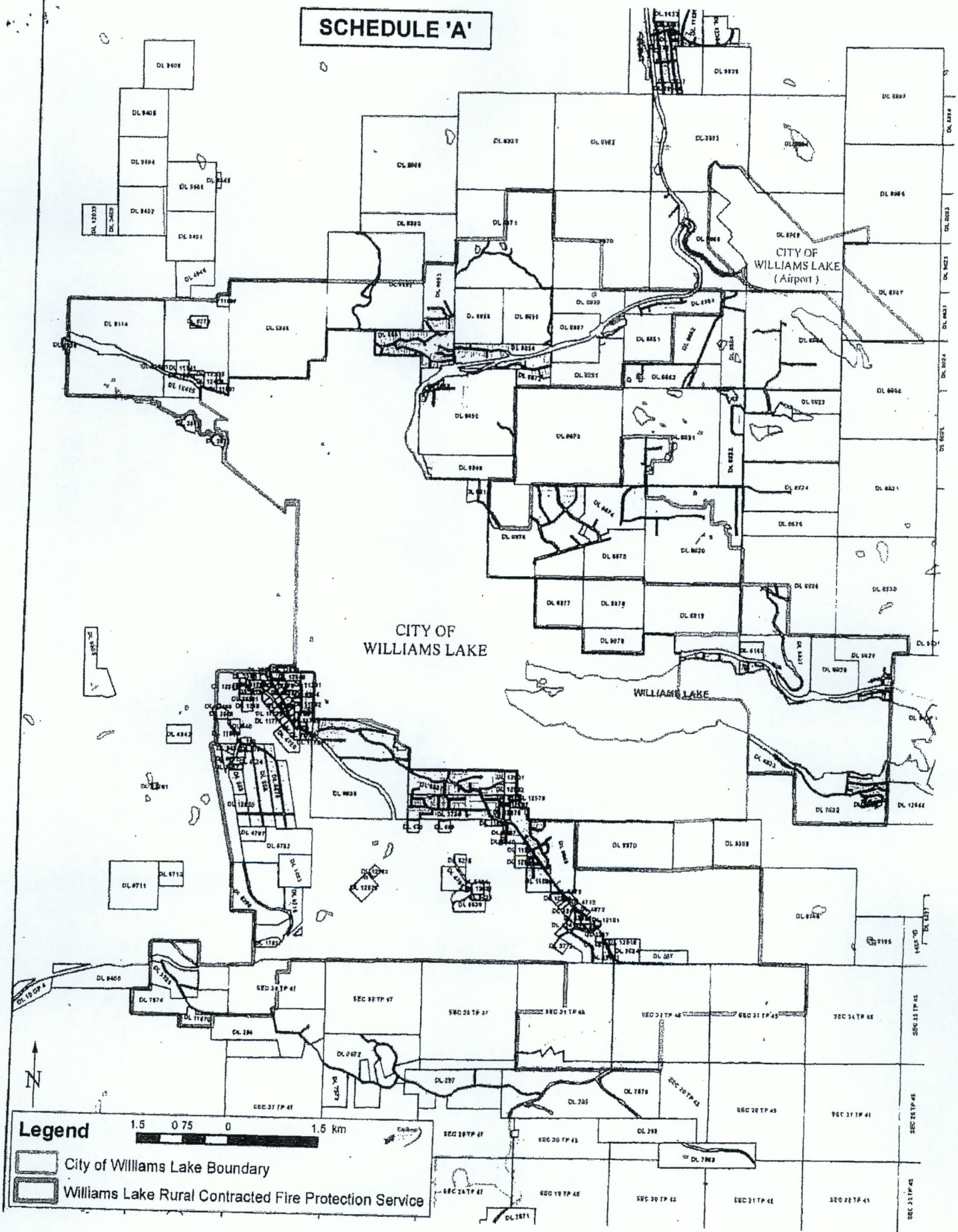
THE CARIBOO REGIONAL DISTRICT

Regional District Chair



Corporate Secretary

SCHEDULE 'A'



Legend

- City of Williams Lake Boundary
- Williams Lake Rural Contracted Fire Protection Service

