

## RENEWAL AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

### BETWEEN:

**CARIBOO REGIONAL DISTRICT**  
180 North Third Avenue, Suite D  
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") and renewed the agreement for a term of two years ending December 31, 2020; 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 Renewal 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 and in the Fire Protection Services Agreement, the Regional District shall pay to the City an annual contribution determined as follows:

2021	\$10,689.88	\$609,323.22
2022	\$10,689.88	\$620,013.10
2023	\$10,689.88	\$630,708.98

Based on 2% of \$ 534,494.06

## **2. TERM AND SCOPE**

### **2.1 Term**

This Agreement is for a term of three (3) years (the "Term") beginning January 01, 2021, and ending December 31, 2023.

### **2.2 Renewal**

One year before the expiration of this Renewal Agreement, the Parties may commence to review the provisions of this Renewal 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 Renewal 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**

Whether 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 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**

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year first above written.

**CARIBOO REGIONAL DISTRICT**

Per: \_\_\_\_\_  
Name:  
Title:  
Authorized Signatory

Per: \_\_\_\_\_  
Name:  
Title:  
Authorized Signatory

**CITY OF WILLIAMS LAKE**

Per: \_\_\_\_\_  
Name:  
Title:  
Authorized Signatory

Per: \_\_\_\_\_  
Name:  
Title:  
Authorized Signatory